

Board of Commissioners and Drainage Authority Meeting

May 24, 2022

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

Commissioners: Marie Dranttel- Board Chair; Jack Kolars- Vice Chair; John Luepke; Terry Morrow; Dave Haack

- 9:00 a.m. Call Board of Commissioners Meeting to Order: Chair Dranttel**
1. Pledge of Allegiance
 2. Silence Your Cell Phones
 3. Approval of Agenda
 4. Approval of Consent Agenda:
 - a. [May 10, 2022 Board Minutes](#)
 - b. [Out of State Travel Request - PPSD Annual Amplify Conference](#)
 - c. [Out of State Travel Request – NADCP Conference](#)
 - d. [Renewal of Liquor/Tobacco License](#)
 - e. [Legal Services Contract for CHIPS Cases](#)
 - f. Approval of Bills
 - g. [End of Probations](#)
 5. Public Appearances
- 9:05 a.m. 6. Property Services**
- a. [May 16, 2022 Planning & Zoning Advisory Commission Meeting](#)
- 9:15 a.m. 7. Public Works**
- a. [Consider Award of 2022 Bituminous Materials \(Asphalt Emulsion\) Contract](#)
- 9:20 a.m. 8. Finance**
- a. [Negative Drainage System Fund Balance Transfer](#)
- 9:25 a.m. 9. Attorney**
- a. [Prosecutor by Karpel – Record Management System](#)
 - b. [South Central Multi-County HRA – AmberField Properties](#)
- 9:40 a.m.**
10. County Attorney Update
 11. Chair's Report
 12. Commissioner Committee Reports
 13. Commissioner Meetings & Conferences
 14. Approve Per Diems and Expenses
 15. Adjourn Board of Commissioners Meeting

Vision Statement

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

**Leadership. Efficiency. Accountability.
Innovation. Integrity.**

Mission Statement

Providing efficient services with innovation and accountability

Board of Commissioners and Drainage Authority Meeting

May 24, 2022

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

Commissioners: Marie Dranttel- Board Chair; Jack Kolars- Vice Chair; John Luepke; Terry Morrow; Dave Haack

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

1. Approval of Agenda
2. Approval of Consent Agenda:
 - a. [May 10, 2022 Drainage Authority Minutes](#)
3. Adjourn Drainage Authority Meeting

Notice of Scheduled Meetings

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

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

May 2022:

May 24 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

May 24 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

June 2022:

June 8 – Association of MN Counties District VII Meeting, 8:00 a.m. – 1:30 p.m.; Le Sueur Co. Law Enforcement Center, 435 E Derrynane St, Le Center, MN*

June 13 – Board of Appeals and Equalization Meeting, 6:30 p.m., Nicollet County Board Room, St. Peter*

June 14 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

June 14 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

June 20 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m.; Nicollet County Board Room, St. Peter *

June 21 – Individual Department Head Meeting – Health and Human Services, 8:15 a.m.; Nicollet County Board Room, St. Peter *

June 21 – County Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter*

June 22 – Nicollet County Township Association Meeting; social hour at 6:30 p.m., with doors opening at 7:00 p.m.; American Legion, 715 N 3rd St., Nicollet, MN*

June 28 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

June 28 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

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MAY 10, 2022
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, May 10 2022, at 9:00 a.m. Commissioners Marie Dranttel, John Luepke, Jack Kolars, Terry Morrow, and David Haack were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer, and Recording Secretary Sarah Frahm.

Approval of Agenda

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

Consent Agenda

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the consent agenda items as follows:

1. April 26, 2022 Board Meeting Minutes;
2. Acknowledgement of the Auditor's Warrants, and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$352,485.73;
 - b. Road & Bridge Fund - \$42,816.44;
 - c. Human Services Fund \$103,308.41;
3. End of Probation for Burabari Kordah, Correctional Officer, effective April 26, 2022

Motion carried with all voting in favor.

Public Appearances

There were no public appearances.

Public Works

Submit Highway Department's 2021 Annual Report

Director Greenwood shared an overview of the 2021 Public Works Annual Report. The report included information on completed road projects Nicollet County. He also discussed future projects along CSAH 23, SCAH 15, SCAH 21, and the box culvert adjacent to Kerns Drive.

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

Public Services

Resolution Authorizing Conveyance of Tax Forfeited Land to the City of Lafayette

Director Kopet came before the Board and gave a brief history of a piece of tax forfeited land. In 2013, the County Board conveyed the land to the City of Lafayette for the purpose of constructing a city administrative office and public parking. Upon review by the Commissioner of Revenue, the property was conveyed to the State of Minnesota. The City now wishes to use the land for a public park, and the land will be conveyed back to the City.

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

County Attorney Update:

County Attorney Zehnder Fischer shared thanks for the Board's support during the month of April as they recognized Crime Victim's Awareness Week. Employees also participated in Denim Day, organized by the Attorney's Office, which raised awareness of victims of sexual assault.

Chair's Report

- General government zoom meeting

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner David Haack

- Nicollet County Family Services Collaborative Joint Powers Board

Commissioner John Luepke

- Rural MN Energy Board
- Soil & Water meeting
- Zoom Government meeting
- Courtland DOT meeting

Commissioner Terry Morrow

- Nicollet County Family Services Collaborative Joint Powers Board

Commissioner Jack Kolars

- AMC Research Committee
- Personnel Committee
- Board Meeting

Approve Per Diems and Expenses

Motion by Commissioner Luepke 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 Morrow and seconded by Commissioner Luepke to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 9:24 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item:

Out of State Travel Request - PPSD Annual Amplify Conference

Primary Originating Division/Dept.: Public Services

Meeting Date: 05/24/2022

Contact: Jaci Kopet

Title: PPSD Director

Item Type:
(Select One) Consent Agenda

Amount of Time Requested: minutes

Presenter:

Title:

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Technology Solutions - invest in tools to create efficiencies

BACKGROUND/JUSTIFICATION:

I am requesting out of state travel approval for Michele Wills, Property Assessment and Jaci Kopet, Public Services to attend the Amplify Users' Conference in Tacoma Washington October 3-5, 2022.

This is our annual National User Group Conference provided by our property tax program Aumentum Technologies. Both Michele and I are officers in our Tax User Group Committee through MnCCC. MnCCC will be paying for all travel and conference registration expenses and no expenses will be paid by Nicollet County.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

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

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

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

ACTION REQUESTED:

Approval of out of state travel

FISCAL IMPACT: No fiscal impact
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State
(Select One)

FTE IMPACT: No FTE change
(Select One)

Total:

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:



Registration Open

07:30, Mon October 3rd 2022



Join us for Breakfast!

08:00, Mon October 3rd 2022

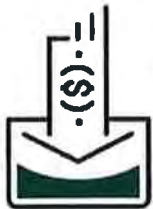


Opening Keynote with ESRI's Brian Cross

09:00, Mon October 3rd 2022

Kick off the conference with our first keynote speaker, Brian Cross! Brian Cross is the head of the Professional Services division at Esri and a member of Esri's corporate management team. Professional Services is the consulting and implementation arm of the company: working with over 3,000 clients each year across all markets. It helps users around the world to be successful and self-sufficient as they apply Esri's technology to their business and mission problems. The division builds and manages more than a dozen of Esri's software extensions, in use by over 4,000 customers. Professional Services includes over 900 leading GIS, IT and business professionals. Brian and his team strive to evolve and highlight new patterns of GIS, creating lighthouse examples of GIS across many industries, and showcasing the latest generation of technology. He is directly involved in defining the division's strategic goals and providing senior direction in the design and implementation of cutting-edge projects and programs as well as the development of a portfolio of Esri's products. Brian joined Esri in 1999 as a project manager with an emphasis on US federal customers. He later became the manager of Esri's Global Navigation practice. There he managed a team that provided software products and professional services to nautical and aeronautical customers. Following that, he was appointed manager of the Database

Services department in Professional Services. In that role, he provided management support and oversight for approximately 250 projects annually. Following September 11, 2001, he took the lead on a number of complex, high-profile projects providing crisis support for the National Geospatial-Intelligence Agency (NGA).



Ascend: Help Desk/County Topics Day 1

10:35, Mon October 3rd 2022

Refunds, Property Splits/merges, Cashiering Functions and Cash Drawer Sessions that include reversal process. Any other topics requested.



Aumentum Tax: User Profile and Role Setup (All Versions)

10:35, Mon October 3rd 2022

Refresher course on security functionality in prior versions of Aumentum and a glimpse at improvements made in all versions of Aumentum Tax Speaker: Elaine Guntz-Overdorf



Aumentum Technical: Creation of Data Services in Platform

10:35, Mon October 3rd 2022

This session will demonstrate the creation and registration of a stored procedure as a custom Data Service and show how to make a Data Service secure when it contains sensitive data. The demonstration will conclude by executing the Data Service in Aumentum to export the results Speaker: Leon Smit



Aumentum Valuation: What's New & What's Next?

10:35, Mon October 3rd 2022

An overview of new features released since our last Amplify and a review of our Roadmap for 2022 and beyond within Aumentum Valuation; Case Management, Records, Real Property, Personal Property, and Assessment Administration modules. Speaker: William Pleake



customCAMA: What's New? What's Next?

10:35, Mon October 3rd 2022

A review of enhancements made this past year, plus upcoming plans for customCAMA development. Speakers: Debbie Bush and Stephen Dunagan



ProVal: A Year in Review/Journey Map

10:35, Mon October 3rd 2022

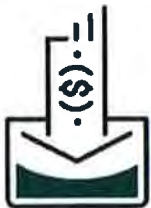
A look back at release content since last Amplify, with a discussion of future enhancements. Speaker: Victoria Cole



Recorder: What's New in Recorder?

10:35, Mon October 3rd 2022

New features in the past year plus what we are currently working on. Speaker: Marlys Gardner



Ascend: Roadmap

13:00, Mon October 3rd 2022

The future of Ascend and it's modules. Product updates in the coming year. Speaker: Nicole Severance



Aumentum Tax: Washington Excise Tax/REET (Platform)

13:00, Mon October 3rd 2022

Interactive session to review design and get feedback. Speaker: Paula Leal & Hani Bahabeel



Aumentum Tax: California AB8 Processing (Platform)

13:00, Mon October 3rd 2022

Join Thomas Parks as he provides an overview of the AB8 process in Aumentum and how to balance values. Presenter: Thomas Parks



Aumentum Tax: Field Enforcement Processing (Platform)

13:00, Mon October 3rd 2022

See what has been developed to help enforcement officers manage delinquent cases in Aumentum Platform. Speaker: Elaine Guntz-Overdorf

Aumentum Technical: Workflow Roundtable for All Versions

13:00, Mon October 3rd 2022



Join us for a discussion on the future of Aumentum's Workflow, applicable to all versions of Aumentum Speakers: Aumentum Technical Team



Aumentum Valuation: Comps, Comps, Comps

13:00, Mon October 3rd 2022

The market approach is an essential component to any valuation system. Being able to generate comparable sales using proper adjustments, selection criteria, and weighting are sometimes confusing to set up. This session will provide some best practice considerations in using regression-based adjustments in the market approach, as well as setting up adequate weighing and indexing for selection in deriving a final market indicated value for a subject property. Other market variable considerations will also be discussed and how they can be applied in the approach.

This session will be the follow up to the Demystifying Regression session on applying regression-based adjustments in the market approach for Aumentum Valuation. Speakers: Daniel Fasteen, PhD and Steve Hansel



ProVal: Data Schema Review - How to Create Views and Utilize Fields in Reporting

13:00, Mon October 3rd 2022

A look at the ProVal schema, and how to utilize it when creating custom views and writing custom reports Speakers: Victoria Cole, Kevin Lauer



Recorder: Training - What's New?

13:00, Mon October 3rd 2022

End-user training for use and configuration of new items presented in the "What's New" session. Training manuals will be provided. Speaker: Stacey Myers



customCAMA: MLS How To's

13:15, Mon October 3rd 2022

A county review of how Arapahoe County uses MLS in customCAMA Speaker: Rick Hein (Arapahoe County)



Aumentum Tax: What's New & What's Next? (All Versions)

14:05, Mon October 3rd 2022

Take a look at what has been delivered in Aumentum over the past year and get a glimpse of upcoming changes. Speaker: Paula Leal



customCAMA: Panel Discussion on Parcel Maintenance

14:05, Mon October 3rd 2022

Join a panel of counties on a discussion that includes Parcel Maintenance and more!
Speakers: Teresa Pulley (Duval FL), Sue Sterrett (Jefferson MO)



ProVal: Migration Path

14:05, Mon October 3rd 2022

A discussion of the path forward to Valuation from ProVal Speakers: William Pleake, Victoria Cole



Recorder: LRMS Roadmap

14:05, Mon October 3rd 2022

Presenting the Roadmap for the coming year as well as a discussion on possible candidates to work on next. Speaker: Marlys Gardner



Tech Lounge

14:05, Mon October 3rd 2022

Open Daily after lunch and the mid-day keynote, the Tech Lounge features stations to check out some of our offerings and speak to members of the Aumentum development team. Interact with Aumentum staff on these topics and any other questions you may have: - ODS/Analytics - GIS - Reporting - Tech Lab UX/Usability - customCama 5.x



Refreshments and Sponsor Bingo in Exhibit Area!

15:05, Mon October 3rd 2022

Join us for afternoon refreshments, including cookies and brownies, in the Exhibit Hall and check out some of the offerings that our sponsors have to increase productivity and efficiency in your office!



General Session: Interactive Learning Event TBD

15:45, Mon October 3rd 2022

Recorder: Industry Trends & Current Legislation Roundtable



15:45, Mon October 3rd 2022

There are always new trends in the Recording Industry and new proposed legislation. Come dicuss what others are experiencing and find out what may have support!



Join us for Breakfast!

08:00, Tue October 4th 2022



Registration Open

08:00, Tue October 4th 2022

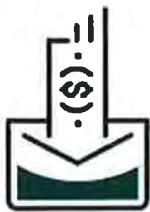


Tuesday Morning Keynote: Bob Layton

09:00, Tue
October 4th 2022

One of the comics industry's true visionaries at every level, creator, writer, artist, designer, and entrepreneur, with over 5000 comic book credits to his name, Bob Layton has successfully migrated from comics to other media, including television, animation and feature films. If you've seen the Iron Man movies, then you're familiar with Bob's work as the DVD extras make clear. Bob reinvented the Iron Man comic in the late 70s, taking

it from near-cancellation to one of Marvel's all-time bestselling series. The classic Iron Man story "Demon in a Bottle" was recently voted "one of the top 20 comic stories of all time".
BobLayton.com - Official Website of Filmmaker, Writer, and Comic Artist
...
<https://bobl原因ton.cc>



Ascend: Help Desk/County Topics Day 2

10:15, Tue October 4th 2022

Ideas for new user training, training manual review and specific reporting questions. Any other topics requested. Speakers: David Skillin, Kurt Layman, Joy Vang



Aumentum Tax: Best Practice Review for All Versions

10:15, Tue October 4th 2022

Join your peers for this knowledge sharing session geared towards Aum Tech and our customers sharing the best way to accomplish tasks in their offices. Speaker: Chris Laxson



Aumentum Technical: Database Tips & Tricks

10:15, Tue October 4th 2022

This session will share tips and tricks and lesser known features of SQL Server to allow to database engine to run more efficient. Tips include how to detect and reclaim unused disk space and maintenance hints to improve database performance. Speaker: Leon Smit



Aumentum Valuation: Back to the Future of Valuation

10:15, Tue October 4th 2022

One of the main priorities for Aumentum Valuation is to upgrade our Valuation screens! We're looking into new technology in revamping our screens to be more GIScentric, efficient, contextual, and more user friendly. This session will be an interactive session where we discuss some of our ideas, some designs, and solicit your feedback and ideas! Come be a part of the Aumentum Valuation future! Speakers: Steve Hansel and Daniel Fasteen, PhD



customCAMA: ARCGIS & JS GeoAnalyst Functional Overview

10:15, Tue October 4th 2022

Overview of JS GeoAnalyst integration with ARCGIS and customCAMA Speaker: Kevin Schulte



ProVal: Market and Sub Market Functionality - A Peer Driven Review

10:15, Tue October 4th 2022

A look at how a ProVal jurisdiction utilizes Market/SubMarket functionality presented by Hamilton County Speakers: Kim Powell, Scott Bernhardt, Kevin Poore



Recorder: Training: Fee Setup & Receipt Adjustment

10:15, Tue October 4th 2022

End-user training for fee setup, cashiering configurations, and common troubleshooting scenarios. Training manuals will be provided. Speaker: Stacey Myers



Afternoon Keynote: 2022 Support Organization Update

12:45, Tue October 4th 2022

Join our Support Organization Leaders for an update on what's happening in Support these days



Ascend: Ascend Washington State Roundtable Discussion

13:55, Tue October 4th 2022

ESHB 1410 and ESB 1982 - refresher overview on the required configuration for the 2023 tax year. Other topics as requested. Speaker: David Skillin



Aumentum Tax: Cryptocurrency is Coming (All Versions)

13:55, Tue October 4th 2022

Open discussion about cryptocurrency in the news and what adoption might mean for tax collection offices. Speaker: Kendall Caballero



Aumentum Valuation: Creating your Property Record Cards

13:55, Tue October 4th 2022

Valuation has historically offered a fixed-style PRC within both 10.04 and Platform. This past year Aumentum Tech developed a banded-style PRC in Platform that offers more flexibility to expand and contract automatically based upon the parcel objects. We will review both types of reports in this one-hour session.



customCAMA: Panel Discussion on Data Integrity

13:55, Tue October 4th 2022

Join your peers for a panel discussion on hot topics in Data Integrity, such as Edit Checks / Reports / Dashboards Panel: Sue Sterrett (Jefferson MO), Teresa Pulley (Duval FL)



ProVal: GIS: A look at JS GeoAnalyst within ProVal

13:55, Tue October 4th 2022

A quick overview of GIS - What is it, What can you do with it? How you can leverage GIS within your CAMA system followed by a Q&A Speakers: Kevin Schulte and Susan Nungester



Recorder: Innovation Lab Part 1

13:55, Tue October 4th 2022

Join us for design and ideation sessions for the LRMS products! Speaker: Marlys Gardner



Tech Lounge

13:55, Tue October 4th 2022

Open Daily after lunch and the mid-day keynote, the Tech Lounge features stations to check out some of our offerings and speak to members of the Aumentum development team. Interact with Aumentum staff on these topics and any other questions you may have: - ODS/Analytics - GIS - Reporting - Tech Lab UX/Usability - customCama 5.x



Refreshments and Sponsor Bingo in Exhibit Area

14:55, Tue October 4th 2022

Join us for afternoon refreshments, including cookies and brownies, in the Exhibit Hall and check out some of the offerings that our sponsors have to increase productivity and efficiency in your office!

Aumentum Tax: Jurisdictional Changes (Non-



Platform)

15:30, Tue October 4th 2022

Dive into how to process Jurisdictional changes in non-platform versions of Aumentum
Speaker: Chris Laxson



Aumentum Tax: Jurisdictional Changes (Platform)

15:30, Tue October 4th 2022

Dive into how to process Jurisdictional changes in Aumentum Platform Speaker: Stacia
Sichler



Aumentum Valuation: Evidence Packets - Just the Facts Please!

15:30, Tue October 4th 2022

This session will explore the process to gather needed data to be attached to a case(s) as
an Evidence Packet for use within the Case Management module. Speakers: Haritha
Yandapalli and Mindy Alexander



customCAMA: Ask the Developer!

15:30, Tue October 4th 2022

A roundtable discussion with customCAMA's Engineering Manager, Stephen Dunagan.



ProVal: Best Practices: Comparables

15:30, Tue October 4th 2022

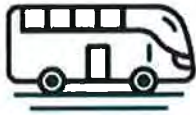
The market approach is an essential component to any valuation system. Being able to generate comparable sales using proper adjustments, selection criteria, and weighting are sometimes confusing to set up. This session provides some best practice considerations when constructing the market approach in ProVal. We will review how to extract data, apply the results of regression coefficients, and point estimates, and apply comp selection weighting to come up with a final market indicated value for a subject property. This session is a follow up to the Demystifying Regression session Speaker: Daniel Fasteen, PhD



Recorder: Innovation Lab, Part 2

15:30, Tue October 4th 2022

Join us for design and ideation sessions for the LRMS products!



Conference Event: Bus From Convention Center to LeMay

17:30, Tue October 4th 2022

Meet in front of the Convention center for your ride to the LeMay Auto Museum



Conference Event: Customer Appreciation at the LeMay Auto Museum

18:00, Tue October 4th 2022

Join us for a fun night of networking, music and snacks at the LeMay Auto Museum



Join us for Breakfast!

08:00, Wed October 5th 2022



Opening Keynote: Thrive with Strengths

09:00, Wed October 5th 2022

Joanna Wiesinger is the founder of Thrive with Strengths. She is a Gallup Certified Strengths Coach, a "recovering" Ph.D. chemist, TEDx speaker, and a published author. Joanna reaches beyond a one-size-fits all approach with her clients. She leans on her own "superpowers" and nearly 20 years in the strengths-based movement. Expect her to bring to you a catalytic sense of urgency with practical tools and tactics. She will help you get moving towards your goals, while celebrating the journey along the way.



Sponsor Closing & Giveaways!

09:50, Wed October 5th 2022

Make your way to the Exhibit area to find out if you're the winner of one of the prizes from our sponsors!



Ascend: Help Desk/County Topics Day 3

10:30, Wed October 5th 2022

Annual Processing: Value Roll, Tax Levy Certification and Tax Extensions. Any other topics requested. Speakers: David Skillin, Kurt Layman, Joy Vang

Aumentum Tax: GL Mapping Setup for Distribution



(All Versions)

10:30, Wed October 5th 2022

Demystify the dreaded GLMapping error on the distribution report. Speaker: Thomas Parks



Aumentum Technical: Reporting Lab

10:30, Wed October 5th 2022

How to session for creating and maintaining custom reports in all versions of Aumentum, followed up with hands-on session in the technical lab



Aumentum Valuation: Using Data Services, Forms & Correspondence

10:30, Wed October 5th 2022

Aumentum is customizable through various types of configuration including through the use of Data Services, Forms and Custom Correspondence. This will be an overview of the various tools available to customers within the application and how to configure and update them.



customCAMA: Free Form Open Discussion

10:30, Wed October 5th 2022

Open time slot to cover any topics that we could not finish in the Panel Discussions
Speakers: Sue Sterrett (Jefferson, MO), Stephen Dunagan, Debbie Bush



ProVal: Regression

10:30, Wed October 5th 2022

Regression analysis is a powerful methodology used to understand the relationship of property variables that contribute to value. This session will dive into the basics of regression such as what regression can do and what it is used for, the software used in building models, specifying a model, understanding the diagnostics and residuals, and then application of the results. The application of regression results can be utilized in ProVal to adjust comps in the market approach.



Recorder: Social Media Roundtable

10:30, Wed October 5th 2022

Come and discuss with other jurisdictions how you have successfully used social media platforms to engage your Recording office with the public.

Afternoon Keynote: Public Access Upgrade Update



13:00, Wed October 5th 2022

This session will present an overview of the Public Access roadmap. Product management will provide an update on feature development progress and showcase new features implemented on new and upgraded Public Access portals. There will be time reserved for you to provide feedback and contribute new ideas for the platform. Together, we can make Public Access a solution to help you serve your constituents better!
Speaker: Dave Wagstrom



Recorder: Meeting Minutes - What are they? How can they be used in your organization?

13:00, Wed October 5th 2022

Did you know you can scan meeting minutes or attach supporting documents and apply OCR for Full Text Search in Recorder? Find out more in this session. Speakers: Stacey Myers



Ascend: Ascend Cashiering Functional Overview

14:10, Wed October 5th 2022

General Cashiering Overview Speakers: David Skillin



Aumentum Tax: Aumentum Foreclosure/Deeds (Non-Platform)

14:10, Wed October 5th 2022

This session will provide insights into how Delinquent Processing may be used to manage foreclosures and Deeds in Non-Platform Versions of Aumentum Tax Speaker: Paula Leal



Aumentum Tax: Business Revenue Overview (Platform)

14:10, Wed October 5th 2022

Get a glimpse at the functionality available to assist with collections for Business Licenses and Self-reporting taxes like Transient Occupancy Tax, Cannabis Collections, and Tourist Development Tax. Speaker: Michael Leavor



Aumentum Tax: Roll Corrections Tips & Tricks (Non-Platform)

14:10, Wed October 5th 2022

Join this session to get some tips and tricks to help with troubleshooting Roll Correction issues on the various versions of Aumentum. Speakers: Chris Laxson and Doug Storaci



Aumentum Valuation: Personal Property Online Filing

14:10, Wed October 5th 2022

Review the changes that are going to be available for online filing of statements/renditions for the taxpayer and the interaction between Public Access and PPA. We will also discuss and gather input for future changes to insure ease of use for the taxpayer and the jurisdiction. Speaker: Brandi Putoff



customCAMA: National Users Group Roundtable

14:10, Wed October 5th 2022

A roundtable discussion for the customCAMA user group community.



ProVal: Review of Income, Part 1

14:10, Wed October 5th 2022

A peer led review of the Income functionality within ProVal, and how they utilize it as part of their assessment practices
Speakers: Brian Stender and Greg Himes (Canyon County)



Recorder: Choose your own (training) adventure!

14:10, Wed October 5th 2022

Did you ever wonder what that menu item is that you've never selected? Maybe you want to know why your workflow requires certain tasks. Come with your questions and we'll do training on the spot to get you an answer and show you how to accomplish those tasks you've never quite figured out. Speaker: Stacey Myers



Tech Lounge

14:10, Wed October 5th 2022

Open Daily after lunch and the mid-day keynote, the Tech Lounge features stations to check out some of our offerings and speak to members of the Aumentum development team. Interact with Aumentum staff on these topics and any other questions you may have: - ODS/Analytics - GIS - Reporting - Tech Lab UX/Usability - customCama 5.x



Aumentum Tax: Aumentum Analytics (All Versions)

15:20, Wed October 5th 2022

Overview of Aumentum Analytics, what it is, how it works and how you can try it out in the Innovation lab Speakers: Daniel Fasteen, PhD and Michael Leavor

Aumentum Valuation: Legislative Changes Roundtable



Roundtable

15:20, Wed October 5th 2022

Join the Product and Customer Support Teams for a roundtable discussion covering Aumentum Technologies' approach to monitoring and implementing legislative changes.



ProVal: Review of Income Part 2

15:20, Wed October 5th 2022

Continued review of the Income functionality within ProVal
Speakers: Brian Stender and Greg Himes (Canyon County)



Recorder: LRMS Jeopardy!

15:20, Wed October 5th 2022

It's back, and so is the crown! Who will be the next reigning champion of LRMS trivia?



Conference Event: Pre-Banquet Reception

17:30, Wed October 5th 2022

Have a drink and mingle before relaxing at the 2022 Amplify Banquet



Conference Event: Amplify 2022 Banquet

18:30, Wed October 5th 2022

Celebrate an amazing conference with us with some great food, company, and entertainment. The Closing Banquet is always an exciting time as we present the 2022 ACE Awards and give you insight into where you're headed for next year's Amplify conference

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Approval of Out of State Travel						
Primary Originating Division/Dept.: Community Corrections Contact: Rich Molitor Title: Director Amount of Time Requested: minutes Presenter: Title:	Meeting Date: 05/24/2022 Item Type: Consent Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No					
County Strategy: Collaborative Workplace - sustain the core values of our culture <small>(Select One)</small>						
BACKGROUND/JUSTIFICATION: Requesting approval for out of state travel for Rich Molitor and Kevin Olson to attend the NADCP (National Association of Drug Court Professionals) Conference on July 25-28th, 2022 in Nashville, TN.						
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None						
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)						
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A						
ACTION REQUESTED: Approval for out of state travel.						
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Other <small>(Select One)</small> If "Other", specify: </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = Other Community Corrections Subsidy <small>(Select One)</small> </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total: </td> </tr> </table>			FISCAL IMPACT: Other <small>(Select One)</small> If "Other", specify:	FUNDING County Dollars = Other Community Corrections Subsidy <small>(Select One)</small>	FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:
FISCAL IMPACT: Other <small>(Select One)</small> If "Other", specify:	FUNDING County Dollars = Other Community Corrections Subsidy <small>(Select One)</small>					
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:					



NADCP

RISE 22

July 25-28, 2022 Nashville, TN

If you cannot view images, [click here](#) to view this email in your browser.

RISE22 Registration and Housing Are Now Open!

Registration and housing for RISE22 are now open! Head over to the [RISE22 website](#) to save your spot and secure your accommodations for the conference event of the year. Please note registration is not required prior to booking housing.

RISE is the world's premier conference on addiction, mental health, and justice reform. This July, join us in Nashville, Tennessee for four unforgettable days of education, networking, and inspiration!



View pricing and other key details,
and register today.



View the two incredible RISE22 hotels
and book your accommodations.



National Association of Drug Court Professionals

625 N. Washington Street, Suite 212
Alexandria, VA 22314
+1 (703) 575-9400



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Total Control Panel

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To: rmolitor@co.nicollet.mn.us

Message Score: 1

High (60): Pass

From: 0100017fe15544b2-048d2f03-01c0-4d82-86e6-ddbb1734a39b-000000@amazonses.com

My Spam Blocking Level: Medium

Medium (75): Pass

Low (90): Pass

[Block](#) this sender

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

NOTICE:

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

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

REGISTRATION

Registration is open!

Registration is now open for RISE22! See below for pricing, payment policies, and other information.

[REGISTER HERE](#)



Registration
Tool Kit

RISE22 Pricing and Payment Policy

All NADCP members receive a discount on conference registration. To ensure you receive your member discount, be sure to purchase or renew your membership before registering. Use the email associated with your membership when you register. To check or update your membership status, [click here](#).

Take advantage of early bird pricing and be sure to complete payment before July 1!

If you are a speaker or exhibitor you will be provided instructions for registering.

Please note, all RISE22 attendees will be required to sign a Waiver of Liability. The Waiver will be posted soon along with other relevant COVID-19 protocols.

		Before July 1	After July 1
Member	Non-Member	International	Mentor Bootcamp/Coordinator
\$795	\$895	\$595	\$495
Register	Register	Register	Register

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

NADCP
PO Box 79289
Baltimore, MD 21279

To pay via credit card after receiving an invoice, call (703) 575-9424. Have your invoice number/s, credit card number, expiration date, and security code ready.

Cancellation and Refund Deadlines

Please email registration@allrise.org if you need to cancel your registration. Note the following deadlines:

- June 2: Cancellations received between the date you register and June 2 receive a full refund, minus a \$150 administrative fee.
- June 3: Cancellations received between June 3 and July 8 receive a 50% refund.
- July 8: After July 8, no refunds are available.
- July 15: Online registration closes; on-site registration will open July 24.

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

Registrants should purchase supplemental trip insurance to cover hotel, air, transportation, and any other expenses.

No Transfers/Substitutions

Registration cannot be transferred from one individual to another, nor are substitutions permitted for registrants who can no longer attend. A cancellation request must be submitted to registration@allrise.org. Please refer to the **Cancellation and Refund Deadlines** above.

625 N. Washington
Street, Suite 212,
Alexandria, VA 22314

 [+1 703 575 9400](tel:+17035759400)

 registration@allrise.org



Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Renewal of Liquor/Tobacco License		
Primary Originating Division/Dept.: Public Services	Meeting Date: 05/24/2022	
Contact: Jaci Kopet Title: Public Services	Item Type: Consent Agenda (Select One)	
Amount of Time Requested minutes		
Presenter: Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Approval of Liquor License for: North Links Nicollet Conservation Club Church of St George Approval of Tobacco License for; Turbes Oil Inc/Courtland Mart FillMeUp LLC Mum's the Word/Nicollet Mart United Farmer's Co-op DG Retail, LLC		
+		
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 checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A		
ACTION REQUESTED:		
Approval of Liquor/Tobacco Licenses		
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

**LISTING OF RETAILERS THAT SELL
LIQUOR IN NICOLLET COUNTY
JULY 1, 2022 – JUNE 30, 2023**

<u>NAME</u>	<u>LIQUOR LICENSES</u>	<u>LICENSE FEE</u>
North Links LLC (North Links Golf Course) 41553 520 th St North Mankato MN 56003	On-Sale Incl Sunday-County	\$ 1,700.00
Nicollet Conservation Club 46045 471 st Ln Nicollet MN 56073	3.2 Beer-County Wine/Strong Beer	\$ 200.00
Church of Saint George 63105 Fort Rd PO Box 5 Lafayette, MN 56054-0005	3.2 Beer/1-4 Day Temp On-Sale (Sept 2022)	\$ 25.00

Mission Statement
*Providing efficient services with
innovation and accountability.*

**Leadership. Efficiency. Accountability.
Innovation. Integrity.**

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

**LISTING OF RETAILERS THAT SELL TOBACCO
PRODUCTS IN NICOLLET COUNTY
JULY 1, 2022 – JUNE 30, 2023**

<u>NAME</u>	<u>LICENSE FEE</u>
Turbes Oil Co, Inc/Courtland Mart 301 Main St. Courtland, MN 56021-2009	\$100.00
Mum's The Word, LLC/Nicollet Mart 220 Main St. Nicollet, MN 56074-2069	\$100.00
United Farmer's Co-op 40339 State Highway 15 Klossner, MN 56073	\$100.00
FillMeUp LLC 180 9 th St. Lafayette, MN 56054-7702	\$100.00
DG Retail, LLC DBA Dollar General Store #21884 440 9 th St. Nicollet, MN 56074	\$100.00

Mission Statement

Providing efficient services
with innovation and
accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Legal Services Contract for CHIPS cases		
Primary Originating Division/Dept.: Administration	Meeting Date: 05/24/2022	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Consent Agenda (Select One)	
Amount of Time Requested minutes		
Presenter: Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Collaborative Workplace - sustain the core values of our culture (Select One)		
BACKGROUND/JUSTIFICATION: <p>Nicollet County is required to provide legal services for the parents of children in need of protective services (CHIPS).</p> <p>The action requested is to approve the attached contract with Attorney Michael Mountain. Mr. Mountain has previously provided service on an as-needed/hourly basis. The contract will retain his services for 2022 and he will be compensated \$2,500 a month.</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		
ACTION REQUESTED: <p>Approve the legal services contract for CHIPS cases with Michael Mountain as presented.</p>		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One) Total	17,500 17,500
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		

NICOLLET COUNTY
LEGAL SERVICES CONTRACT

This agreement made and entered into the 1st day of June, 2022, by and between the County of Nicollet, a Minnesota Municipal Subdivision, hereinafter referred to as the "County," and Michael Mountain ("Independent Contractor," an attorney licensed to practice in the State of Minnesota) hereinafter referred to as "Attorney."

Pursuant to various decisions of the Supreme Court of the United States and the Supreme Court of the State of Minnesota, the Court is obligated to provide counsel to persons/parents whose children are petitioned into court as children in need of protection or services and for persons/parents against whom a permanency action has been filed (hereinafter collectively "CHIPS"), when such persons are found by the courts to be without funds to retain private counsel. To provide an orderly and efficient method of delivery of legal services to those qualified, the County engages the Attorney upon the terms and conditions set forth herein.

The Attorney hired by the County shall be paid on a monthly basis in the amount of \$2,500.00 per month.

During the periods covered herein, the Attorney shall be obligated to furnish to persons found eligible for their services by the Courts of Nicollet County all legal services incident to the matter giving rise to the appointment of Attorney counsel. The Attorney acknowledges that he currently meets and shall continue to meet during the duration of this contract the requirements of Minn. Stat. § 260C.163, Subd. 3(i).

The Attorney acknowledges that non-emergent CHIPS cases are heard on Tuesday afternoons and agrees to be available to handle these cases on Tuesday afternoon (or such other day if this regularly scheduled day is changed by the Court) and to cooperate in the scheduling of matters on other such days as necessary. The Court Administrator shall be responsible for the general administration of Attorneys and other administrative matters.

The contract can be terminated by either party upon sixty (60) days written notice to the other party with or without cause. Provided, the contract can be terminated immediately in the event the State resumes funding for the appointment of counsel for parents in CHIPS cases.

The County sets no specific time, place, or manner for the fulfillment of duties performed herein, that being in the sole discretion of the Attorney as an independent contractor.

This Agreement does not make the Attorney the employee, agent, partner, joint venture or legal representative of the County for any purpose whatsoever. The Attorney is not granted any right or authority to assume or create any obligation, responsibility, express or implied, on behalf of or in the name of the County.

The Attorney and the County agree that the County shall not be liable for any other term insurance, PERA, unemployment insurance, worker's compensation, or any other benefits which are afforded to employees of Nicollet County.

Attorney agrees to defend and indemnify and hold the County, its officers, commissioners, directors, agents and employees harmless from any and all liability (statutory or otherwise), claims, suits, damages, judgments, costs or expenses, including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof, in connection with injury to, damage to, or death of any person arising out of the performance of this agreement, to the extent such liability, claims, suits, damages, judgments, costs or expenses result directly or indirectly from or are caused by any negligent, willful, unlawful or wrongful act and/or omission of the Attorney in the performance of this Agreement. This section is not as to third parties, a waiver of any defense or immunity otherwise available to the County and Attorney in defending any action on behalf of the County, and the County shall be entitled to assert in any action every defense or immunity that the County should assert on its own behalf. Attorney further agrees to maintain Legal Malpractice Insurance in place for the duration of this Agreement.

Unless otherwise terminated in writing as provided for herein, this contract will terminate on December 31, 2022.

IN WITNESS WHEREOF, the parties have executed this agreement this 15 day of May, 2022.

INDEPENDENT CONTRACTOR

BY: [Signature]
Attorney at Law

Approved as to Form:

Michelle M. Zehnder Fischer
Nicollet County Attorney

COUNTY OF NICOLLET

Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
Nicollet County Administrator

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
End of Probations	
Primary Originating Division/Dept.: Human Resources	Meeting Date: 05/24/2022
Contact: Kristy Larson Title: HR Director	Item Type: (Select One) Consent Agenda
Amount of Time Requested minutes	
Presenter: Kristy Larson Title: HR Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets	
BACKGROUND/JUSTIFICATION: Health & Human Services Health & Human Services Director Cassie Sassenberg has requested the end of probation for Jessica Elofson, Public Health Nurse, effective June 1, 2022.	
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
ACTION REQUESTED: Grant end of probationary status	
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify:	Total
Related Financial/FTE Comments:	

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:						
May 16, 2022 Planning & Zoning Advisory Commission Meeting						
Primary Originating Division/Dept.: PPSPD - Property Services	Meeting Date: May 24, 2022					
Contact: Pete Otterness Title: PPSPD Assist. Director	Item Type: Regular Agenda (Select One)					
Amount of Time Requested 10 minutes						
Presenter: Spencer Crawford Title: Zoning Administrator	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No					
County Strategy: Programs and Services - deliver value-added quality services (Select One)						
BACKGROUND/JUSTIFICATION: Consideration of the following conditional use permit requests and findings of fact document: 1) Hoffman Construction Company/John Heymann - Application PLN22-04: Conditional use permit to establish a new mineral extraction operation. - One public comment requesting the website location of the packet. - No additional questions and no public testimony. - The Board approved the staff recommended conditions with the following addition and amendment; Additional Condition # 11 to state: The applicant shall adhere to the proposed reclamation plan as submitted. Amendment to Condition #9 to allow the hours of operation to be 6:30 am to 6:30 pm. 2) Wayne and Shelly Havemeier - Application PLN22-05: Conditional use permit to establish a new 900 animal unit swine feedlot operation. - One public comment inquiring the distance of the proposed site to their house. House was outside the required setback. - No additional questions and no public testimony. - The Board approved the staff recommended 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 type="radio"/> Yes <input checked="" type="radio"/> No						
If "yes", when? (provide year; mm/dd/yy if known)						
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A						
ACTION REQUESTED: Approval of conditional use permits and attached findings of facts.						
<table style="width: 100%;"> <tr> <td style="width: 50%;"> FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify </td> <td style="width: 50%;"> FUNDING County Dollars = Other (Select One) </td> </tr> <tr> <td> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td> Total </td> </tr> </table>			FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total					



Planning & Zoning Advisory Commission

MINUTES

MAY 16, 2022

7:00 PM

NICOLLET COUNTY
GOVERNMENT CENTER

BOARD MEMBERS	David Hermanson <input checked="" type="checkbox"/> Chair	Dave Ubel <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input checked="" type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input checked="" type="checkbox"/>	
ABSENT EXCUSED	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input checked="" type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
ABSENT	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
STAFF PRESENT	Property and Public Services Assistant Director Pete Otterness <input checked="" type="checkbox"/>		
	Deputy Zoning Administrator Spencer Crawford <input checked="" type="checkbox"/>		
	Assistant County Attorney Megan E. Gaudette Coryell <input checked="" type="checkbox"/>		
	Notary Amanda Harju <input checked="" type="checkbox"/> Feedlot Specialist Deanna Biehn <input checked="" type="checkbox"/>		

REVIEW OF CANCELLATIONS & ADDITIONS		None	
MOTION TO APPROVE MINUTES OF MARCH 21, 2022		APPROVE <input checked="" type="checkbox"/>	APPROVE WITH REVISIONS <input type="checkbox"/>
1 ST	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2 ND	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input checked="" type="checkbox"/>	
VOTE TO APPROVE MINUTES		PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/> VOTE: 4 YES 0 NO
PUBLIC APPEARANCES	Mike Stevenson representing Nicollet Conservation Club regarding a proposed deer farm moratorium		

PUBLIC HEARINGS:

HOFFMANN CONSTRUCTION
COMPANY / JOHN HEYMANN

FILE: PLN-04

CONDITIONAL USE APPROVAL FOR MINERAL EXTRACTION

APPLICANT COMMENT	Brian Aebly with Hoffman Construction: This is a 2 year project specific pit for the Hwy 14 expansion project. This is a common practice of a cut and fill pit for a MNDOT project. The material will be used for approaches for the Hwy 14 project only. This is for a dirt fill only; no other materials will be mined in this pit. The estimated amount of fill to be used is around 200,000 cubic yards, but maximum the pit could yield in the plan is 300,000 cubic yards. This location will mean less trucks on open public roads for material transportation.		
PUBLIC COMMENT	One comment regarding when the detail packet would be on the Nicollet County website.		
PUBLIC TESTIMONY	None		
PUBLIC PARTICIPATION	None		
MOTION	APPROVE WITH CONDITIONS <input checked="" type="checkbox"/>		DENY <input type="checkbox"/>
1ST	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2nd	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input checked="" type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
COMMISSIONER DISCUSSION	Question regarding the amount for material planned to use. Add a Condition # 11 to state the applicant shall adhere to the proposed reclamation plan as submitted, and amend the Condition # 9 to allow the hours of operation to be 06:30 am to 6:30 pm.		
VOTE TO APPROVE REQUEST	PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/>	VOTE: 4 YES 0 NO
FINDINGS OF FACT			
MOTION TO ADOPT FINDINGS			
1ST	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input checked="" type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2ND	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
VOTE TO ADOPT FINDINGS	PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/>	VOTE: 4 YES 0 NO

WAYNE HAVEMEIER

FILE: PLN-05

CONDITIONAL USE APPROVAL FOR SWINE FEEDLOT

APPLICANT COMMENT	None		
PUBLIC COMMENT	One comment requesting the distance of a specific house to the feedlot location. The location was outside the required setback.		
PUBLIC TESTIMONY	None		
PUBLIC PARTICIPATION	None		
MOTION	APPROVE WITH CONDITIONS <input checked="" type="checkbox"/>		DENY <input type="checkbox"/>
1ST	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2nd	David Hermanson <input type="checkbox"/>	Dave Ubel <input type="checkbox"/>	Marie Dranttel <input type="checkbox"/> Commissioner

	Chair	Vice Chair	Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input checked="" type="checkbox"/>	
COMMISSIONER DISCUSSION		Status of the building site to the south – Building site is abandoned. What is the closest other pig site? – About a mile to the N and W. Is there concern with the location for disease control? – No. Will the dead be rendered or composted? – Rendered to reduce disease.	
VOTE TO APPROVE REQUEST		PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/> VOTE: 4 YES 0 NO
FINDINGS OF FACT			
MOTION TO ADOPT FINDINGS			
1ST	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2ND	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input checked="" type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
VOTE TO ADOPT FINDINGS		PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/> VOTE: 4 YES 0 NO

OTHER:

OLD BUSINESS	None		
OTHER BUSINESS	<p>Deer Farm Moratorium. Discussion of the proposed House file 4366 Article 2 Section 27 and Senate file 4019 Section 35.155 regulating deer farming. Past performance does not ensure that a statewide ban would happen in 2022, as well as there is significant differences in the two files. Testimony heard by Mike Stevenson, Nicollet Conservation Club, with a request for a deer ban with concern about potential new farms impacting the wild deer in the area. The one existing deer farm in Nicollet County would not be changed. Motion by: Dave Ubel Second by: Marie Dranttel directing Staff to draft language for a one year moratorium on any new deer farms in Nicollet County. Vote 4 YES 0 NO</p> <p>This will be presented at the next meeting.</p> <p>Roof mounted solar in the Shoreland district is in consultation with the MN DNR, and an update should be ready for the next meeting.</p>		
REVIEW OF PERMITS	No questions or comments		
COMMUNICATIONS	None		
MOTION TO ADJOURN			
1ST	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input checked="" type="checkbox"/>	
2ND	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
DAVID HERMANSON, CHAIR		DATE	
SPENCER CRAWFORD, DEPUTY ZONING ADMINISTRATOR		DATE	

PLANNING AND ZONING ADVISORY COMMISSION AGENDA

Date: May 16, 2022

Time: Following the adjournment of the Nicollet County Board of Adjustments and Appeals Meeting (doors open at 6:45)

Location: Nicollet County Board Room, 501 S. Minnesota Ave., St. Peter, MN

Copies of the meeting agenda and packet are available on the Nicollet County website at:

<https://mn-nicolletcounty.civicplus.com/AgendaCenter>

Questions or comments regarding the meeting can be directed to Pete Otterness, Property & Public Services Assistant Director, at 507-934-7070, or pete.otterness@co.nicollet.mn.us.

1. Call to Order
2. Roll Call
3. Review of Cancellations and Additions
4. Approval of Minutes: *March 21, 2022*
5. **PUBLIC HEARING: PLN 22-04**
 - Applicant: Hoffman Construction Company
 - Landowner: John Heymann
 - Request: Conditional Use Approval for mineral extraction
 - Location: Part of Northeast ¼ of the Northeast ¼ of Section 34-110-30 in Courtland Township
 - Parcel Number: 04.034.0500, 04.034.0600, 04.034.0700, 04.034.1400, 04.034.1300, 04.034.1200, 04.034.1100, 04.034.1000, 04.034.1600
6. **PUBLIC HEARING: PLN 22-05**
 - Applicant: Wayne Havemeier
 - Landowner: Wayne & Shelly Havemeier
 - Request: Conditional Use Approval for a swine feedlot
 - Location: Northwest ¼ of the Northwest ¼ of Section 9-110-29 in Brighton Township
 - Parcel Number: 03.009.0100
7. Review Permits
8. Old Business
9. Other Business – Deer farm moratorium, roof-mounted solar on permitted existing structures in the Shoreland District Text Amendment
10. Communications – County Board meets May 24th, 2022
11. Adjourn

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.



Planning & Zoning Advisory Commission

MINUTES

MARCH 21, 2022

7:00 PM

NICOLLET COUNTY
GOVERNMENT CENTER

BOARD MEMBERS	David Hermanson <input checked="" type="checkbox"/> Chair	Dave Ubel <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input checked="" type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input checked="" type="checkbox"/>	Lloyd Hoffmann <input checked="" type="checkbox"/>	
ABSENT EXCUSED	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
ABSENT	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
STAFF PRESENT	Property and Public Services Assistant Director, Pete Otterness <input checked="" type="checkbox"/>		
	Deputy Zoning Administrator, Spencer Crawford <input checked="" type="checkbox"/>		
	Assistant County Attorney, Megan E. Gaudette Coryell <input checked="" type="checkbox"/>		
	Other Staff <input checked="" type="checkbox"/> Property and Public Services Director, Jaci Kopet		

ELECTION OF OFFICERS FOR 2022

CHAIR

Laven nominated Hermanson for chair, seconded by Ubel. The Board voted to unanimously to elect Hermanson as Chair for 2022.

VICE CHAIR

Laven nominated Ubel for Vice chair, seconded by Hermanson. The Board voted to unanimously to elect Ubel as Vice Chair for 2022.

REVIEW OF CANCELLATIONS & ADDITIONS

None.

MOTION TO APPROVE MINUTES OF JANUARY 24, 2022

APPROVE ☒

APPROVE WITH REVISIONS ☐

1 ST	David Hermanson <input checked="" type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2 ND	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input checked="" type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	

VOTE TO APPROVE MINUTES

PASS ☒FAIL ☐

VOTE: 5-0

PUBLIC APPEARANCES

Annie Hendrick with Cedar Creek Energy spoke to request a text amendment to allow residential roof mounted solar in the Shoreland District. The board voted 4-0 to direct staff to investigate and return findings for a potential amendment.

PUBLIC HEARINGS:



NOVEL ANIKA SOLAR LLC PLN22-001 LARGE SOLAR ENERGY SYSTEM

APPLICANT COMMENT	Brittney Krebsbach represented Novel Anika Solar LLC at the hearing.		
PUBLIC COMMENT	None.		
PUBLIC TESTIMONY	None.		
PUBLIC PARTICIPATION	None.		
MOTION	<p style="text-align: center;">APPROVE WITH CONDITIONS <input checked="" type="checkbox"/></p> <p>APPROVE WITH AMENDED CONDITIONS. CONDITION 19 WAS ADDED STATING THE APPLICANT MUST MAINTAIN A BOND OF NO LESS THAN THEIR ANTICIPATED COST OF DECOMMISSIONING (\$32,617) PLUS 3.5% OF THIS AMOUNT FOR EACH YEAR OF ANTICIPATED SERVICE (30 YEARS), FOR A TOTAL OF \$66,864.85.</p> <p style="text-align: right;">DENY <input type="checkbox"/></p>		
1ST	David Hermanson <input checked="" type="checkbox"/> Chair Justin Laven <input type="checkbox"/>	Dave Ubel <input type="checkbox"/> Vice Chair Lloyd Hoffmann <input type="checkbox"/>	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
2ND	David Hermanson <input type="checkbox"/> Chair Justin Laven <input checked="" type="checkbox"/>	Dave Ubel <input type="checkbox"/> Vice Chair Lloyd Hoffmann <input type="checkbox"/>	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
COMMISSIONER DISCUSSION	<p>Commissioner Marie Dranttel discussed the density of solar in Nicollet County and neighboring counties. PC Ubel asked the applicant representative why some wiring was being abandoned in ground, as this has the potential to be a problem for farming the area in the future. The applicant responded that it is common practice to leave some wiring in the ground. PC Ubel asked the applicant about decommissioning and the feasibility of equipment recycling. PC Ubel then asked staff if a decommissioning bond could be put into place to cover the cost of removal with inflation. Full Board discussed the bond and a condition was imposed to require a decommissioning bond for this project.</p>		
VOTE TO APPROVE REQUEST	PASS <input checked="" type="checkbox"/>		FAIL <input type="checkbox"/> VOTE: 5-0
FINDINGS OF FACT			
MOTION TO ADOPT FINDINGS			
1ST	David Hermanson <input type="checkbox"/> Chair Justin Laven <input checked="" type="checkbox"/>	Dave Ubel <input type="checkbox"/> Vice Chair Lloyd Hoffmann <input type="checkbox"/>	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
2ND	David Hermanson <input type="checkbox"/> Chair Justin Laven <input type="checkbox"/>	Dave Ubel <input checked="" type="checkbox"/> Vice Chair Lloyd Hoffmann <input type="checkbox"/>	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
VOTE TO ADOPT FINDINGS	PASS <input checked="" type="checkbox"/>		FAIL <input type="checkbox"/> VOTE: 5-0
JEFFERY LEONARD PLN22-003 REGISTERED LAND SURVEY #78			
APPLICANT COMMENT	None.		

PUBLIC COMMENT	None.		
PUBLIC TESTIMONY	None.		
PUBLIC PARTICIPATION	None.		
MOTION	APPROVE WITH CONDITIONS <input checked="" type="checkbox"/>		DENY <input type="checkbox"/>
1ST	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input checked="" type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2ND	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input checked="" type="checkbox"/>	
COMMISSIONER DISCUSSION		The Board asked if the Registered Land Survey changed any of the property lines. Staff responded no.	
VOTE TO APPROVE REQUEST	PASS <input checked="" type="checkbox"/>	FAIL <input type="checkbox"/>	VOTE: 5-0

OTHER:

OLD BUSINESS	None.		
OTHER BUSINESS	Deputy Zoning Administrator Crawford stated that an individual had spoken at a recent County Board of Commissioners meeting to request a moratorium on new deer farms. Property and Public Services Assistant Director Otterness stated that moratoriums may only last for one year and that he and staff cannot remember the last time the County received an application for a new deer farm. PC Ubel mentioned any ban on deer farms should be a state requirement from the Minnesota Department of Natural Resources. Mr. Crawford mentioned that more information would be provided at a future meeting and there could be a vote.		
REVIEW OF PERMITS	All permits issued from 07/01/21 to 02/28/22 were presented to the Board. No additional questions were asked.		
COMMUNICATIONS	None.		
MOTION TO ADJOURN	8:45 PM		
1ST	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input checked="" type="checkbox"/>	Lloyd Hoffmann <input type="checkbox"/>	
2ND	David Hermanson <input type="checkbox"/> Chair	Dave Ubel <input type="checkbox"/> Vice Chair	Marie Dranttel <input type="checkbox"/> Commissioner Terry Morrow <input type="checkbox"/> Commissioner, Alternate
	Justin Laven <input type="checkbox"/>	Lloyd Hoffmann <input checked="" type="checkbox"/>	

David Hermanson, CHAIR		DATE	5-16-2022
SPENCER CRAWFORD, DEPUTY ZONING ADMINISTRATOR		DATE	5-16-2022



CONDITIONAL USE PERMIT

MINERAL EXTRACTION PERMIT

Hoffman Construction Company/ John Heymann

PLN22-04

**NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION**

SUBJECT:	Conditional Use Permit, PLN22-004
APPLICANT:	Hoffman Construction Company
LANDOWNER:	John Heymann
LOCATION:	Northeast ¼ of the Northeast ¼ of Section 34-110-30 in Courtland Township
PARCEL NO:	04.034.0500, 04.034.0600, 04.034.0700, 04.034.1400, 04.034.1300, 04.034.1200, 04.034.1100, 04.034.1000, 04.034.1600
EXISTING ZONING:	Conservancy
HEARING DATE:	May 16 th , 2022
COUNTY BOARD DATE:	May 24 th , 2022

REQUEST

Hoffman Construction Company has submitted a request for a conditional use permit to establish a new mineral extraction pit. The proposal consists of extracting an estimated 310,000 cubic yards of fill material from 11.8 acres of land to be used for the Minnesota Department of Transportation (MNDOT) expansion of Highway 14. The applicant intends to close and stabilize the site by the end of 2023 when it is no longer needed for the highway project.

ORDINANCE:

Mineral extraction operations are required to obtain a Conditional Use Permit (CUP) per Nicollet County Zoning Ordinance Section 724.2(1)(A) *Permit Required*, unless they qualify for an exemption under subsection B. Although the proposal is temporary in nature, it does not qualify as an exemption to the CUP requirement as it will operate longer than 90 days.

The proposal seems to meet all the requirements as listed in Nicollet County Zoning Ordinance Section 724 *Mineral Extraction*.

EXISTING LAND USE

The property is currently being used for agricultural production with some areas being forested. The proposed area consists of 8 lots which range from 2-2.5 acres. They were likely split in their existing configuration for residential development, but only one could be considered buildable per the current standard of one dwelling per quarter-quarter.

SURROUNDING LAND USE

The property is wrapped by small patches of forest and surrounded by a variety of land uses such as a subdivision to the east, a mineral extraction operation to the southeast, and cropland to the south, west, and north. Heymans creek runs through the bottom of a bluff the separates the proposal from the neighborhood to its east.

PROJECT DESCRIPTION

Equipment Used and trips per day:

The applicant intends to use excavators, scrapers and bulldozers to extract the soil, while 6 off-road trucks make a combined 200 trips per day hauling the excavated soil along Highway 14. The highway will be closed and equipment will not come into contact with traffic during regular operation.

Proposed Improvements & Access:

The applicant is not proposing to place any temporary or permanent structures and an existing access road will be used. A tracking pad will be installed in 2023 when the highway is closer to completion; the applicant states it is not needed beforehand as the road will be closed to the public. Trees and shrubbery within the extraction area will be removed.

Blasting:

No blasting will be performed on site.

Bond:

Per Nicollet County Zoning Ordinance 724.2 (4), a bond of \$5,000 per actively mined and not yet reclaimed acre is required. The applicant is proposing to use 11.8 acres, so the bond amount for this project is \$59,000.00. The bond must remain valid for a period of one year after the permit expires and the county must be notified in the instance of cancelation or non-renewal. Staff have included this bond amount along with all ordinance requirements as a recommended condition of approval.

Dust, Noise, and Odor Control:

The applicant intends to apply 0 to 9000 gallons of water per day as needed via trucks to control dust on the property. All noise created will be during daylight hours, and the applicant made no statement in regard to odor.

Hours of Operation:

The proposed operation hours are from Monday-Friday from 6:30 am to 6:30 pm.

Water:

Stormwater is being controlled through a berm that spans the extraction area just under the top ridge, with a silt fence running along the lower areas to prevent runoff. The berm will consist of topsoil from the site that is being stored for reclamation. Rock berms or dikes will be used as needed to slow water down.

The stormwater site plans show minimal change in water flow after reclamation is completed, and the applicant claims water will flow slower due to the final grade being less steep. Staff have recommended that a completed Stormwater Pollution Prevention Plan be submitted to the county before the permit is issued.

Waste Disposal:

No hazardous substances that would need special disposal are being stored on site.

Parking:

Parking will be near the site entrance within the Highway 14 right of way.

Safety Fencing:

Nicollet County Zoning Ordinance Section 724.5(15)(B) requires safety fencing whenever a mineral extraction operation is adjacent to a residential zone and contains a slope greater than 33% for one month or more. The applicant's final grade is over 33%, but the ordinance does not provide a definition on what is considered adjacent to a residential zone.

The Merriam-Webster Dictionary provides three definitions for the term adjacent:

- Not distant, nearby
- Having a common endpoint or border
- Immediately preceding or following

The proposed mineral extraction operation does not have a common endpoint or border with the residentially zoned neighborhood to the east, nor is it immediately preceding the residential district. This is due to several small buffer lots that span Heyman Creek between the proposed mineral extraction operation and the neighborhood. However, one could say that the residentially zoned area is nearby the proposed mineral extraction operation.

Steep slope screening must consist of a fence or some similarly effective barrier, such as a snow fence, at least four (4) feet in height. The ravine separating the proposed mineral extraction operation and the neighborhood to the east contains a creek and several steep and forested slopes, thereby creating a natural barrier. Given the natural barrier created by the ravine and Heymans Creek, staff have not included a safety fence as a proposed condition of approval.

Screening:

Nicollet County Zoning Ordinance 724.5(16) requires screening in the following circumstances:

- When an adjacent property contains improvements.
- When the facility is within 500 feet of an adjacent road.
- When the facility visually impacts historical, cultural, or recreational features, including, but not limited to, trails, navigable waters, and sites identified in the State Historic Preservation Office and County cultural databases.

The proposed pit is not adjacent to improved properties or within visual distance to a qualifying feature. It is within 500 feet of Highway 14, but the bluff and existing trees qualify as a natural screen under the ordinance.

Setbacks:

Nicollet County Zoning Ordinance 724.5(17) requires the following setbacks, to which commentary for each has been provided below:

- Fifty (50) feet from any property line, except for visual screening, reclamation, and berming of overburden material, unless written consent of the owner of the adjoining property is first secured, recorded with the County Recorder, and a copy submitted to the Zoning Administrator.

The proposed mineral extraction pit spans several parcels in common ownership by John Heymann. The applicant has provided documentation that Heymann has given them permission to operate a mineral extraction pit across all associated parcels.

- Five hundred (500) feet from any existing residential or commercial structures, not owned by the operator or owner of the mineral extraction site, and any residential zoning district.

The site plans submitted by the applicant show the proposed mineral extraction pit more than 500 feet away from the residentially zoned area to the east.

- One hundred (100) feet to the boundary of any zoning district where such operations are prohibited, unless written consent of the owner of the adjoining property is first secured, recorded with the County Recorder, and a copy submitted to the Zoning Administrator.

The proposal is not within 100 feet to the boundary of any zoning district where such operations are prohibited.

- 100 feet from the right-of-way line of any existing or platted street, road, or highway, except for maintenance activities.

The proposal is within 100 feet of Highway 14, but it falls within the maintenance activities exception.

Signage:

No signage is proposed as Highway 14 will be closed.

Reclamation Plan:

The applicant has submitted a restoration plan. The entire extraction area will be seeded with roadside mix 25-141, and the areas that are flat enough to farm will be returned to agricultural production at the discretion of the landowner.

Roadside mix 25-141 consists of the following:

Common Name	Percent
Smooth Brome	13.14%
Slender Wheatgrass	3.40%
Perennial Ryegrass	22.46%
Park Kentucky Bluegrass	26.69%
Canada Bluegrass	12.71%
Switchgrass	2.54%
Fowl Bluegrass	6.78%
Timothy	2.97%
Alfalfa	5.92%
White Clover	3.39%

The stored topsoil used to create the berms will be spread evenly throughout the site, with erosion being controlled by a combination of mulching, hydroseed, and erosion control blankets. No new structures, paths or ponds are proposed.

MINNESOTA POLLUTION CONTROL AGENCY

The applicant is required to maintain a National Pollutant Discharge Elimination System (NPDES) permit from the Minnesota Pollution Control Agency. Verification the applicant has a valid NPDES permit will be submitted to Property Services.

NEIGHBOR NOTIFICATION

Property owners were notified of the request per the standards of Section 505.3 of the Zoning Ordinance and Minnesota State Statute 394.26.

CONDITIONAL USE PERMIT CRITERIA

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

True, because:

- The request seems to meets the standards for a mineral extraction Conditional Use Permit as listed in section 603 and 724 of the zoning ordinance.
- The request protects public health, safety, and welfare by providing the necessary material for a critical public infrastructure project.

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

True, because:

- Trucks and equipment from this operation will travel and deliver fill material along the Highway 14 when it is closed to the public for construction. Impact to publicly accessible roads is expected to be minimal.
- The request is associated with the expansion of Highway 14, which will alleviate the burden on existing roads.

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

True, because:

- Mineral Extraction is an allowed conditional use in the Conservancy District.
- The request seems to meets the standards for a mineral extraction Conditional Use Permit as listed in section 603 and 724 of the zoning ordinance.
- The mineral extraction operation is temporary and will end when the Highway 14 expansion project is complete.
- The request is screened from nearby residential uses by trees and bluffs.
- Mineral extraction operations are common in this area.

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

True, because:

- The request seems to meet the screening standards as listed in section 724.5(16) of the zoning ordinance.

- The mineral extraction operation is temporary and will end when the Highway 14 expansion project is complete.
- The applicant has submitted a reclamation plan that seems to meet the requirements as listed in section 724.6 of the zoning ordinance.

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

True, because:

- Mineral Extraction is an allowed conditional use in the Conservancy District.
- The request seems to meet the standards for a mineral extraction Conditional Use Permit as listed in section 603 and 724 of the zoning ordinance.

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

because:

- The comprehensive plan states that the aggregate industry provides vital jobs for residents and revenue for local businesses.
- The request is associated with the expansion of Highway 14, which furthers the comprehensive plan goal of improving the transportation network.

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

True, because:

- Noise will be generated within the hours specified by the ordinance or set by the Board.
- No unreasonable odors are expected and the applicant is not using a hot mix plant on site.
- The applicant is not using any equipment or constructing a structure that would cause unreasonable glare.
- The operation is screened from nearby uses by trees and bluffs.
- The applicant and property owner must comply with the Minnesota noxious weed law.

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

True, because:

- Mineral Extraction is an allowed conditional use in the Conservancy District.
- The proposal has direct access to the Highway 14 expansion project area.

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

True, because:

- The applicant is not using explosives.
- The applicant has not indicated they are using chemicals that would be harmful to the public.
- The applicant has indicated they are not emitting airborne pollutants outside of what is expected from a fill dirt mineral extraction operation.
- All extraction operations are taking place above the water table.
- The request seems to meet the standards for a mineral extraction Conditional Use Permit as listed in section 603 and 724 of the zoning ordinance.

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

Will Not, because:

- The applicant is not using explosives.
- The applicant has not indicated they are using chemicals that would be harmful to the public.
- The applicant has indicated they are not emitting airborne pollutants outside of what is expected from a fill dirt mineral extraction operation.
- All extraction operations are taking place above the water table.
- The request seems to meet the standards for a mineral extraction Conditional Use Permit as listed in section 603 and 724 of the zoning ordinance.

RECOMMENDATIONS

1. The applicant shall undertake the project according to the plans and specifications submitted to the county with the application.
2. The permit will be periodically reviewed by the county to assure compliance with the permit and permit conditions.
3. The county may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
4. The bond shall be submitted and amended as needed to cover the amount of actively mined acres and not yet reclaimed acres. The bond must be kept in force during the time of operation. The bond must be in place prior to issuance of this conditional use permit.

5. A continuation certificate of the bond shall be sent to Property Services with no lapse in time during the course of this permit.
6. The applicant shall provide written verification they have obtained or are exempt from a National Pollutant Discharge Elimination System permit from the Minnesota Pollution Control Agency before the issuance of this permit.
7. The applicant shall provide verification they have an approved Stormwater Pollution Prevention Plan from the Minnesota Pollution Control Agency before the issuance of this permit.
8. The applicant and landowner will comply with the Minnesota noxious weed law.
9. The hours of operation will be within 7:00 am to 7:00 pm Monday through Saturday.
10. Any structural alteration, expansion, intensification of use, or similar change shall be treated in the same manner as a request for a new conditional use permit.

Applicant: Hoffman Construction Company
Landowner: John Heymann

PLN22-04

ATTACHMENT A	Application
ATTACHMENT B	Criteria for Conditional Use Permit
ATTACHMENT C	Location Map
ATTACHMENT D	Aerial Map
ATTACHMENT E	Submitted by Applicant
E1.	Applicant Checklist
E2.	Applicant Questionnaire
E3.	Applicant Findings of Fact Criteria
E4.	Site Aerial Map
E5.	Map A, Existing Conditions – Existing Contours
E6.	Map B, Proposed Conditions – Interim Contour
E7.	Cross Sections
E8.	Erosion - Existing Water Flow
E9.	Erosion - Proposed Water Flow
E10.	Erosion Controls
E11.	Landowner Permission
ATTACHMENT F	Neighbor Notification List



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

PLANNING & ZONING ADVISORY COMMISSION
APPLICATION

Total Fees: \$496.00

Map#: 1034200011

Parcel#: 040341200, 040340500, 040340600, 040340700, 040341400, 040341300, 040341100, 040341000, 040341600

Permit#: PLN22-004

Date: April 19, 2022

Applicant: Jason Ivers, Hoffman Construction Company, 123 County Rd A, Black River Falls WI 54615

Phone: 715-533-2331

Owner: HEYMANN JOHN H, 316 S STATE ST, NEW ULM MN 56073

Property Address: 0,

Abbreviated Legal Description: SEE TITLE REPORT

Township: Courtland Township

Record Type: Conditional Use

Category: Mineral Extraction

Project Description: Conditional Use Permit for mineral extraction to supply fill dirt for the expansion of Highway 14.

Planning Commission Hearing Date: 05/16/2022

Board of Commissioners Date: 05/24/2022

APPLICANT SIGNATURE

4/21/2022

DATE

ATTACHMENT A
Application



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

Name of Applicant/ Hoffman Construction Company
Property Owner: John Heymann

Date: May 16, 2022

File #: PLN22-0004

Use Requested: Conditional Use Permit for mineral extraction

FINDINGS OF FACT

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

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

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>meets mineral extraction standards</i>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Associated with a closed Highway 63 Construction</i>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<i>Temporary and screened by Bluff</i>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTACHMENT B
Criteria for Conditional Use Permit

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

	YES	NO	ABSTAINED	ABSENT
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHY:

Temporary Extraction
and Reclamation
Plan is in Place

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

	YES	NO	ABSTAINED	ABSENT
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHY:

Allowed Conditional use
and Meets Manual
&

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

	YES	NO	ABSTAINED	ABSENT
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHY:

Improves Transportation
with Hwy 14 plan

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

	YES	NO	ABSTAINED	ABSENT
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHY:

Noises only during hours
of operation

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

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Allowed Activity in the District by CUP
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No Explosives or Hazardous Chemicals
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Meets Minimal Exter Standards
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SPECIAL CONDITIONS ARE LISTED ON THE RECORDED CONDITIONAL USE PERMIT AND IN THE RECORD
 THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION:
 (☒ APPROVES) (☐ DENIES)
 THE REQUESTED CONDITIONAL USE PERMIT

This decision is based on:

☒ Application
☒ Staff Report
☐ Pictures
☐ Information received at public hearing

Viewed by Members of Board:

☐ Laven
☐ Hermanson
☒ Ubel
☐ Hoffmann
☐ Dranttel
☐

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

Date: 5-16-2022

Chair: David Hermanson

STATE OF MINNESOTA
COUNTY OF NICOLLET

The foregoing instrument was acknowledged before me this 16th day of May, 2022,

by David Hermanson

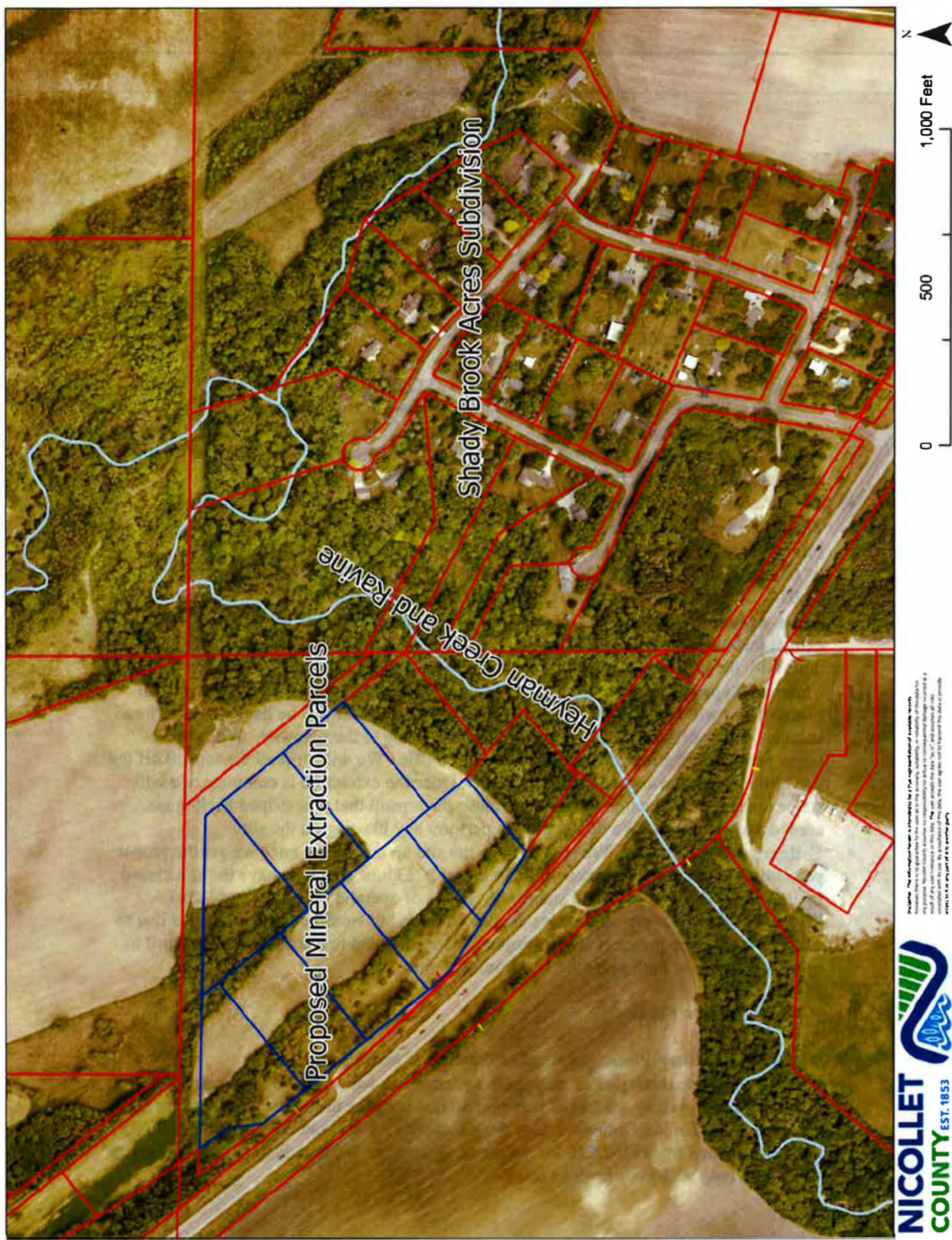
Notarial stamp or seal (or other title or rank)



[Handwritten Signature]

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT





HOFFMAN CONSTRUCTION CO.



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Black River Falls, WI 54615
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Nicollet County CUP Application
Borrow Pit for Hwy 14 MNDOT Project
Hoffman Construction Company
123 CTH A
Black River Falls, WI 54615
715-284-2512

General Application Information:

- **Applicant:** Hoffman Construction Company, 123 CTH A Black River Falls, WI 54615, Phone Number: 715-284-2512, Email Address: jivers@hoffcons.com, www.hoffmanconstructionco.com
- **Property Owner:** John Heymann, Address: 316 S. State St New Ulm, MN 56073, Phone Number: 507-766-3419, Email Address: jhheymann@comcast.net
- **Total Acres Owned by Landowner:** 34.92 acres
- **Total Acres of mineral extraction facility:** 11.8 acres
- **Parcel ID Numbers:** 04.034.1600; 04.034.1610; 04.034.1400; 04.034.0500; 04.034.0400; 04.034.1605; 04.034.1300; 04.034.0600; 04.034.1200; 04.034.0700; 04.034.1100; 04.034.0800; 04.034.1000; 04.034.0900; 04.034.1610
- **Lease Agreement:** Hoffman Construction has an agreement with the landowner to extract material that is good until the end of 2023. This would be when we plan to be done with the project and mineral extraction on the site.
- **Material Type/ Quantity:** We also plan to extract around 310,000 cy of borrow / fill material that will be used to build the roadway. The material will be hauled with offroad vehicles, either offroad trucks or scrapers, from the site to the roadway. When this is being performed the roadway will be closed to traffic. We will strip all the topsoil off the site of the extraction area and store it on site. Once the extraction is complete, we will shape the area of extraction to drain and place the topsoil that was striped back to get seeded and stabilized. We do not plan to perform any blasting on the site.
- **Estimated Time Frame:** We plan to open the site up this spring once we get the proper permitting. The pit will be open until the fall of 2023, our goal is to have the site closed by the end of October 2023 and stabilized. Hours of operation plan to be Monday – Friday 6:30am – 6:30pm. Saturdays are not foreseen but would be used if needed due to weather holding up progress on the project. We would plan to use the site from April to mid-November for both years the site would be open.

Existing Conditions Site Plans:

- **Illustration of Site:** Please see attached drawing of existing conditions.
- **Property Boundaries:** Before we start the excavation, we will have the property boundaries surveyed by a licensed surveyor so that we keep the setback restrictions required in the Zoning Ordinance. Our drawings are very accurate as we have the survey data for this area from MNDOT for the roadway project. We anticipate nothing changing or being wrong with our drawings attached.

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- **Survey With Contours:** See attached drawings for contour depiction.
- **Existing Vegetation:** The site is currently mostly a row crop field. Most of the site has been farmed for many years. A small portion of the site is some scrub trees, such as box elder, that will be cleared and grubbed before extraction.
- **Existing Structures:** There are no existing structures or buildings on the site that we plan to extract material from.
- **Existing Utilities:** There are no existing pipelines or power lines on the site. Gopher state one call is called in before we dig and there are no utilities anticipated to conflict with the area proposed.
- **Existing Easement:** There are currently no easements for this property. The property is adjacent to Hwy 14 where the work will take place.
- **Public Roads, Trails, ROW:** We will be working on the roadway that is adjacent to this property the whole time the property is open for extraction. The roadway will be shut down throughout the extraction process with only local traffic accessing homes.
- **Access to Public Roads:** There is an existing driveway in the middle of the property off the roadway. When we are going to be in the pit using it the roadway will be shut down to traffic making access safe to the traveling public. There might be multiple access points to the property once the roadway is closed and will be taken out before the road opens.
- **Existing Slope %:** See the attached document for the existing % slopes on the extraction site.
- **Test Borings and Wells:** There are no wells or holes on the site.
- **Distribution, Thickness, and Type of Topsoil:** The topsoil on site varies in thickness from 4" to 10". We plant to strip all the existing topsoil in the extraction area off the site making sure we get to the bottom of it. We pile and shape it around the extraction site and temporarily stabilize it during the operation. When we are complete with our extraction, we will spread it out uniformly over the site at a uniform thickness using all topsoil on the site.
- **Existing Historical Features:** The site has no historical structures or rock formations. It is an existing field that is currently farmed.
- **Previous Mineral Extraction:** The site has never had any minerals extracted from it.
- **Geologic Units:** We will not be hitting any hard rock or limestone with our extraction. We are just using clay and sandy material for borrow to place in a roadway embankment.
- **Depth to Bedrock:** We will not be getting close to bedrock; we are just taking dirt off a hill for roadway embankment.
- **Confining Units:** The information we have for the site shows that we will not be hitting anything like this and will be just removing dirt material that is uniform off a hill to use for embankment material.
- **Known Caves, sinkholes, fractures:** There are not any known issues pertaining to this on the proposed site.
- **Permanent Water Areas / Drainage Patterns:** We will have the same drainage pattern when complete. We are grading the area so that the water still drains to the same rough area when complete. We are not going to have any permanent water areas because we are not going to be digging a pond or into the ground water.

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- **Water Table Elevations / groundwater flow direction:** N/A
- **Wells within a 1-mile radius:** We won't be using any water on site and won't be into or close to the level where groundwater would be found. The top of the neighboring wells in the area are well below the bottom of our excavation, we won't be affecting the neighboring well water supply at all. There are also not any wells very close to the property let alone the extraction site.
- **Location and elevation of springs:** There are no springs on the site of the extraction area currently.
- **General Location of Septic Systems:** There are no septic systems on the whole property that the owner has, and we are not close to any property lines or neighboring septic systems.
- **Location of Designated Trout Stream:** When researching on the Minnesota DNR Website for trout streams of any kind, there were none listed nearby the site.

Proposed Operations Site Plan

- **Illustration:** See attached drawing.
- **Property Boundaries:** At this time the property has not been surveyed, but before we start the excavation, we will have the property boundaries surveyed by a licensed surveyor. Our drawings are very accurate as we have the survey data for this area from MNDOT for the roadway project. We anticipate nothing changing or being wrong with our drawings attached.
- **Location and acreage:** The acreage to be disturbed is 11.8 acres. See the attached map for the location.
- **Buildings and Structures:** There will not be any buildings or structures built on the site.
- **Location and Depth:** See the attached maps for this information. We have a before and after map of the contours on the proposed property.
- **Location of Tailings or Overburden:** We plan to not have this due to using the material for borrow we don't have to remove material to get to the material that we need. All we are going to be doing is stripping the topsoil from the site and storing in little berms for erosion control around the site until we need it for restoring the property.
- **Location of Processing Area:** We will not be processing any material on the site just extracting material for borrow on the roadway.
- **Machines to be Used:** We plan to use offroad equipment to remove the material to build the roadway. This would consist of large excavators, dozers, off road trucks, and scrapers.
- **Equipment Storage:** We are not planning on storing equipment on site. We are planning to park on the old roadway adjacent to the site, which is DOT property, so that the fuel company can get to us.
- **Storage of Extraction Material:** We will not be storing any materials extracted onsite because we aren't producing anything. We are taking material out of the property to place directly to a roadway fill.
- **Vehicle Parking:** We will not be parking vehicles on site. Workers will be parking on the roadway we are working on by the equipment that is parked.

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- **Explosives Location:** We will not be using any explosives on site for the work we plan to perform. So, we will not be storing any either.
- **Fuel Storage:** We have a local vendor come in every day to fill up our equipment so we will not have a fuel storage facility on site.
- **Site Signage:** The roadway will be closed to through traffic when this property is being used so we will not have to worry about trucks coming and going getting in and out of traffic. The property will not have any "High Walls", so we won't need any signage on site.
- **Screening / Landscaping / Fencing:** We won't be installing any of this due to what we are doing with the project. We will shape the area when we are done to look like the attached map and seed it so it will be green.
- **Erosion and Sediment Control:** We will be installing silt fence and placing topsoil in berms to slow the flow of water down during construction activities. We will temporarily seed our topsoil berms because they will be there from the beginning of the work to the end when we restore the area.
- **Soil Storage Areas:** We will not have any soil storage areas.
- **Water Retention Ponds:** We will not have or need any water retention ponds. We are not manufacturing or washing any material in this extraction, just using the dirt on the site for borrow in the roadway.
- **Revisions to Existing Drainage:** The way we have shaped the property when the extraction is complete the drainage will still exit the property in the same area, which is to the west and southwest. See attached map for this drawing, the floor, or bottom of our extraction area is a 2% grade.
- **Proposed Typical Road System:** We will not be having any internal road systems as we are extracting material in cuts across the area and the road is for offroad equipment so it will be ever changing. We are leaving the site and going directly to the highway right of way.
- **Access to Public Roads:** The material being extracted is being used to construct the new Hwy 14 adjacent to the property. This roadway will be closed during the extraction process. We will be entering the highway right of way directly from the extraction site. The site will be closed before we open the roadway to traffic and the property will have the driveway it does now. The existing driveway shows being reconstructed in the new construction plans from MNDOT for our project.
- **Haul Routes:** We will be coming right off the property to a closed road with the material in haul units. We are not going to be hauling material on any roads that are not getting reconstructed out of this pit as it is a job specific pit.

Reclamation Plan

- **Illustration:** See attached drawing.
- **Property Boundaries:** At this time the property has not been surveyed, but before we start the excavation, we will have the property boundaries surveyed by a licensed surveyor.

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- **Phases:** We plan to take cuts of material across the property and the way the existing property contours are the whole site will be worked at the same time. The length of this operation is not for long as it is a temporary site just for the new roadway construction.
- **Final Proposed Grades:** See the attached drawings showing the finish site with contours.
- **Vegetation to be Planted:** We plan to plant a DOT seed mix that is commonly used in borrow sight reclamation. This seed mix is a general roadside mix # 25141. We spread it at a rate of 59 pounds/acre and the expected density of the vegetation if full coverage for this mix or 100%.
- **Location of any Structure:** There will not be any structures erected on site, so nothing will be there when we are done.
- **Proposed Improvements:** There will not be any roads, paths, or ponds built on site that will be left when we are done with the extraction of materials on site.
- **Soil Amendments:** We are not going to be doing anything to the soil on site. We are going to remove and save the topsoil for respread and then borrow dirt for the fills on the roadway.
- **Soil Stabilization Methods:** We will be using a combination of mulching, erosion control blanket, and hydroseed to ensure the site is stable to stormwater throughout the extraction process and when complete.
- **Grading, topsoil protection and replacement:** We will be taking the topsoil on site and putting it in berms on site to protect from run off and then temporarily seeding it to stabilize it until topsoil is needed for restoration. Topsoil that was saved on site will be evenly spread throughout the extraction site once extraction is complete. We have a seeding contractor for the MNDOT Highway project that we will have seed and mulch with the appropriate rates per acre to have adequate growth. We will also have them install temporary silt fence where it's shown on the attached drawing to protect from run off. We also place topsoil berms in areas where water might run to slow down runoff and create a sediment basin, see attached drawing.

Supporting Documentation

- **Description of each Phase:** We will only be having one phase for this site. This is due to the extraction being a temporary operation and with how we are extracting it is going to move back and forth using the whole site all the time.
- **Zoning Classification Description:** The site is currently mostly farmed and has a use code of: Agricultural Non-homestead - Non HGA.
- **Current Land Use:** The site is currently mostly a row crop field, agricultural. Most of the site has been farmed for many years. A small portion of the site is some scrub trees, such as box elder, that will be cleared and grubbed before extraction. The area around it is mostly row crop fields, with some rural residential homes that are a good distance away from the extraction sight.
- **Existing Topography:** The site is currently a U-shaped field that has some decent elevation change throughout dropping from north to south. There is a tree line in the middle of the U-shape field that we will clear and grub. The extraction site is way above

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the highway project we are using the material for, the road that goes to the site goes up at an angle to get into the property.

- **Description of Depth / Quantity / Quality / and Use:** We also plan to extract around 310,000 cy of borrow / fill material that will be used to build the new Highway 14 roadway. The material is plain borrowed material for roadway fill. To build the new 4 lane highway and the interchange at Highway 37 we will need to extract borrow material from the proposed site. See attached drawings for the before and after with contours that will give the depths of cut. The depth of the cut will be anywhere between 2' and 35' due to the existing contours of the property and getting proper drainage when we restore the property.
- **Soil Borings:** The material on site is a clay like material with some sand in it varying to a sandy material with not many fines. We are not going to be digging a hole like most pits this is just shaving off a ridge that is way about the surrounding area and won't be a hole when we are done.
- **Cross Sections:** See attached for a cross section of the before and after on the site. The sight is not going to have any overburden removed because it is not a mine site it is a borrow site for roadway embankment and we are taking material starting right below the topsoil. We are way above the water table as we are up on a ridge way above the surrounding area.
- **Surface Water and Drainage:** The site itself does not have any surface water on it or near where we will be extracting. The drainage currently runs to the west or southwest in the area where extraction will be taking place. When we are complete with the extraction the drainage should stay roughly the same direction. See the attached before and after maps for specifics.
- **Hydrology During Construction:** The site will be mined in strips in different cuts working back and forth. The drainage will remain the same throughout running to the south or southwest. We will have silt fence and some small topsoil berms around the area where the water will leave the site to slow down flow and let sediment settle out.
- **Revisions to Drainage Patterns:** The flow when the site is complete next year will be flatter slowing down the flow helping control any erosion that might take place the way the site sits now.
- **Vertical Profile:** See the attached map for the lowest extraction point.
- **Groundwater Quality Protection:** We plan to not extract to the depth close to groundwater. We are just taking material off the side of hill to use for roadway embankment. This site will not use any groundwater or have any washing of material influencing the water below or around the site.
- **Water Budget:** We plan to not be using any water on site. It is going to primarily a borrow site for roadway embankment. There will not be any washing on site.
- **Dewatering Plan:** We will not be doing any dewatering due to the depth of the mineral extraction site. The site is on a hill with drainage that daylight out way about the area around it.
- **Description of Soils Found On site:** There is 4" – 10" of topsoil on top. Below the topsoil the site has a mixture of clay, sand, and clay mixed with sand. This is the material that will be used in the roadway embankment.

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- **Soil Erosion and Sediment Plan:** See the attached drawing for the silt fence and berm placement. We will apply and have a MPCA permit for the site and comply to the rules and regulations in this. One this that the permit notes is that we must seed disturbed soil in a certain amount of time with temporary seed and stabilization. We also must control and have a SWPPP plan in place which is in the drawings attached to this packet.
- **Soil Salvage Plan:** The topsoil in the extraction area will be stored in piles on site and temporary stabilized until we need it next year for restoration. The topsoil will be then seeded and stabilized with permanent seed and mulch to get permanent growth.
- **Topsoil Restoration Plan:** We plan to place the topsoil that was striped and piled up on site uniformly over the whole extraction site. The topsoil will be placed with offroad equipment and finished with a dozer. The seeding and erosion control sub-contractor we have will work the soil then apply seed and mulch.
- **Description of Ecological Resources:** The site is primarily a farm field that is row cropped right now. There is a small section of scrub trees that will be taken down for the extraction.
- **Vegetation Restoration Plan:** The site will have a perimeter where the extraction is taking place, whether it be a topsoil berm or silt fence vegetation outside the work area is protected. We plan to plant a DOT seed mix that is commonly used in borrow sight reclamation. This seed mix is a general roadside mix # 25141. We spread it at a rate of 59 pounds/acre and the expected density of the vegetation if full coverage for this mix or 100%.
- **Screening, Landscaping, and Security:** The site is going to be along a closed roadway without traffic going by it constantly, so we plan to not place a site berm along this area as it is not needed. For security the site again is on a closed roadway, and we will be working there everyday going by or in the site to keep an eye on it. The site will be put back together and permanently stabilized by the time traffic is on the roadway not being an eye sore. The neighboring properties can not see the sight due to distance setbacks and the trees that are around the property creating a naturally noise and sight berm.
- **All Equipment and Vehicles:** We plan to use mostly offroad equipment to perform the extraction of material for roadway embankment. This would consist of offroad articulating trucks, scrapers, and dozers. We would have a crew of one or the other type of haul unit in the site at a time hauling material during the day to the place needed embankment. The equipment as stated above will park along the shutdown roadway so that they can get fuel and the same for the operators of the equipment.
- **Daily Traffic in and out of sight:** This site is again along a closed roadway, and we plan on hauling out of it onto the closed roadway with offroad vehicles. There will be a lot of traffic when we are hauling borrow material in and out of the access to the site, but it won't be affecting the public due to the access point being a closed roadway.
- **Weight of Vehicles:** We are working for MNDOT on this project and will be following all and every regulation for overweight if we must haul on a roadway that is not getting reconstructed. Most of the material that is getting extracted from the site is going to be hauled and placed before any new pavement is going down and with the nature of this project it will not be an issue worrying about weight as they are offroad vehicles.
- **Tracking on Roadway:** If we are in the site getting set up for extraction before the roadway is closed a tracking pad will be installed at the entrance to help with any

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tracking. Most of the in and out of the pit will take place when the roadway is closed and be hauling on a dirt roadway. We will also have a broom on site if needed to clean any roadway that gets dirty.

- **Dust and Noise:** We plan to work during the day on the site due to all our work on the MNDOT project being able to happen during the daytime hours so the noise that is made should not affect adjacent landowners. We will have multiple water trucks or tankers on site to monitor dust for the road project and the borrow / extraction site.
- **Chemicals Used on Site:** There will be no chemicals used on site in extraction process, this is just a borrow site for roadway embankment of dirt.
- **Hazardous Materials Stored on Site:** there will not be, and hazardous materials stored on site. We will be doing all our parking of machines and fueling on the roadway that we are working on.
- **Recycling Plan:** We will not be doing any recycling of concrete or other products in this site. This is strictly a borrow site for roadway embankment.
- **Seismic Monitoring:** We will not be using any explosives in the extraction of the materials.
- **Complaints:** We will handle any complaints received onsite with neighboring properties professionally and promptly. If a complaint comes to the county, I ask that they please contact me with the information provided above and we will have a meeting if needed or just address the issue.
- **Contingency Plan:** We will always have miscellaneous erosion control items on hand to implement if needed. We will also be working on or by the site during the time it is open for extraction and will continuously monitor the site and have all the equipment close by to fix any problem that arises.

Name of Applicant: Hoffman Construction Company

Date: 2/18/22

Please describe the specific details related to your request. If your request is approved, you will be **held** to the plans and specifications submitted to the County with your application.

We are requesting to open up a mineral extraction site. The site we are looking to open is in the county between New Ulm and Courtland. The site is adjacent to Hwy 14, touching the property on one side. We have been contracted by MNDOT to complete the 4 lane expansion of Hwy 14 from Nicollet to New Ulm. In order to make this roadway 4 lanes we will need some fill material for the project. This site has material that we need to use to fill the embankments on the project with MNDOT. We have an agreement with the land owner of the property through the end of 2023. We will be looking to open up about 11.8 acres for a temporary extraction site on a 34.92 acre site that the land owner owns. The topsoil on the site will be stored in piles, shaped, and be temporarily stabilized during the extraction process. Once we have taken the material needed out of the site we will shape the area and spread the topsoil uniformly over the extraction area. Once this is complete we will seed and stabilize the area. We plan to extract about 310,000 cy of material from the site for the roadway. We plan to be wrapped up with extraction in the fall of 2023 restoring the property to a hillside. When we are extracting the material, Hwy 14 will be closed to thru traffic with just the local residents having access. The location of this allows us to extract dirt while impeding the residents and the traveling public as little as possible. This is due to the fact that we are always hauling material to the project under a closed road condition not hurting roadways in the county and not adding unnecessary truck traffic. We have drawn up different drawings that are also submitted with this to show the before and after of all the items required in the conditional use application checklist. The drainage on the site will remain the same and still sheet to the we stand south west. We will not be using any water on the site for material washing operations. We will not be needing or using any explosives on the site. We are strictly just striping topsoil extracting some dirt for roadway embankment with large off road equipment and then replacing / shaping the topsoil to restore the pit. We will be getting the proper MPCA permits incorporated with the extraction of the material for the project before commencement. We will also install the proper erosion control methods and have a SWPPP for the site before starting. See the documents also submitted with this for site pictures and descriptions of what is going to be performed. The project that is being performed by MNDOT will greatly increase the safety of traveling on this section of Hwy 14. This site when completed will still be way above Hwy 14 not being visable to the traveling public and will be seeded and restored before they are back on the new roadway.



CUP APPLICANT FINDINGS OF FACT CRITERIA

Name of Applicant: Hoffman Construction Company Date: 2/18/2022

Request: Mineral Extraction Conditional Use Permit

In granting a conditional use permit, the County Board shall consider the advice and recommendation of the Planning Commission and the effect of the proposed use upon the health, safety, morals, and general welfare of the community. Among other things, the County Board shall make the following findings where applicable.

Why do you feel the request meets the following criteria?

1. Given the nature of the land, the requested use is compatible with public health, safety, and general welfare.
Yes the request is compatible given the nature of the land. We are going to be removing dirt form a hillside and shaping it when done to drain the same way it does now. We won't be using any explosives or groundwater throughout the process and it will look like a hillside again when we are complete. The extraction site is adjacent to the roadway where we need the material. By using this site it eliminates the amount of hauling on other roadways not closed to traffic keeping the traveling public much safer and saving on road wear and tear.
2. The requested use will not create an unreasonably excessive burden on the existing roads or other utilities.
No, we will not be needing any utilities and we will be hauling on a closed roadway that we are reconstructing, the material is going to be used in the roadway we are working on.
3. The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.
When we are done it will still look like a rolling hill and it will be growing vegetation or be farmed again like it is today. There will be no sign that Hoffman extracted material after the project is complete.
4. The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.
We are not building any structures on the site.
5. The requested use is consistent with the County Zoning Ordinance.
We have followed the county zoning and are staying back the proper distance from property lines according to how the adjacent land is zoned around the site.

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

No, it is not in conflict.

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

No, we plan to work during daytime hours and the site is out in the country. We are not going to be processing anything on site either. The road will be closed for the time the site is open and it will be seeded and restored when traffic is back on the roadway again so it will not unsightly. It is also by itself on a hill side where it can't be seen well by others.

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

Yes, we are using material from a farm field or recreational land. When we are complete and the site is not needed anymore it will be returned to the prior use. The property is not by a town or city and is adjacent to the roadway project we are performing for Mndot.

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

No there are no apparent risks with the operation we are proposing to perform on the site.

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

The following reasons are why the site will not have an adverse effect:

- *Staying the required distance away from property lines.*
- *Not using any groundwater or processing material.*
- *Hauling material out of a sight onto a closed roadway adjacent to the site where the material will be used.*
- *No explosives will be used.*
- *The site is only open for less than two years, to build a new roadway being restored when the road is back open.*

***A MAJORITY OF THE CUP CRITERIA MUST BE MET
IN ORDER FOR THE REQUEST TO BE APPROVED.***



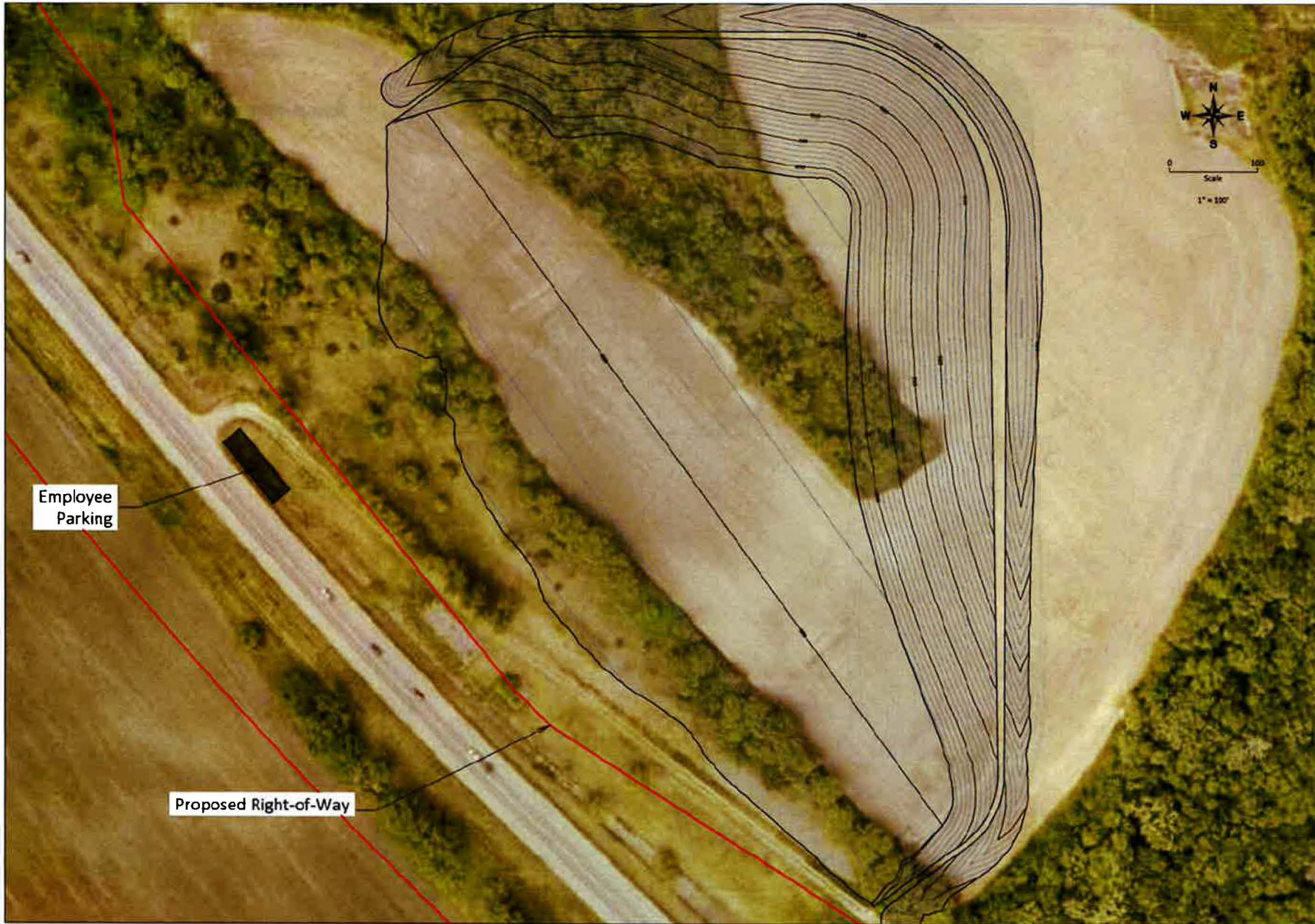
Hoffman Construction Co.
Black River Falls, WI

Heymann Site

Project Area

SHEET: 1 OF: 8

ATTACHMENT E.4
Site Aerial Map



Hoffman Construction Co.
Black River Falls, WI

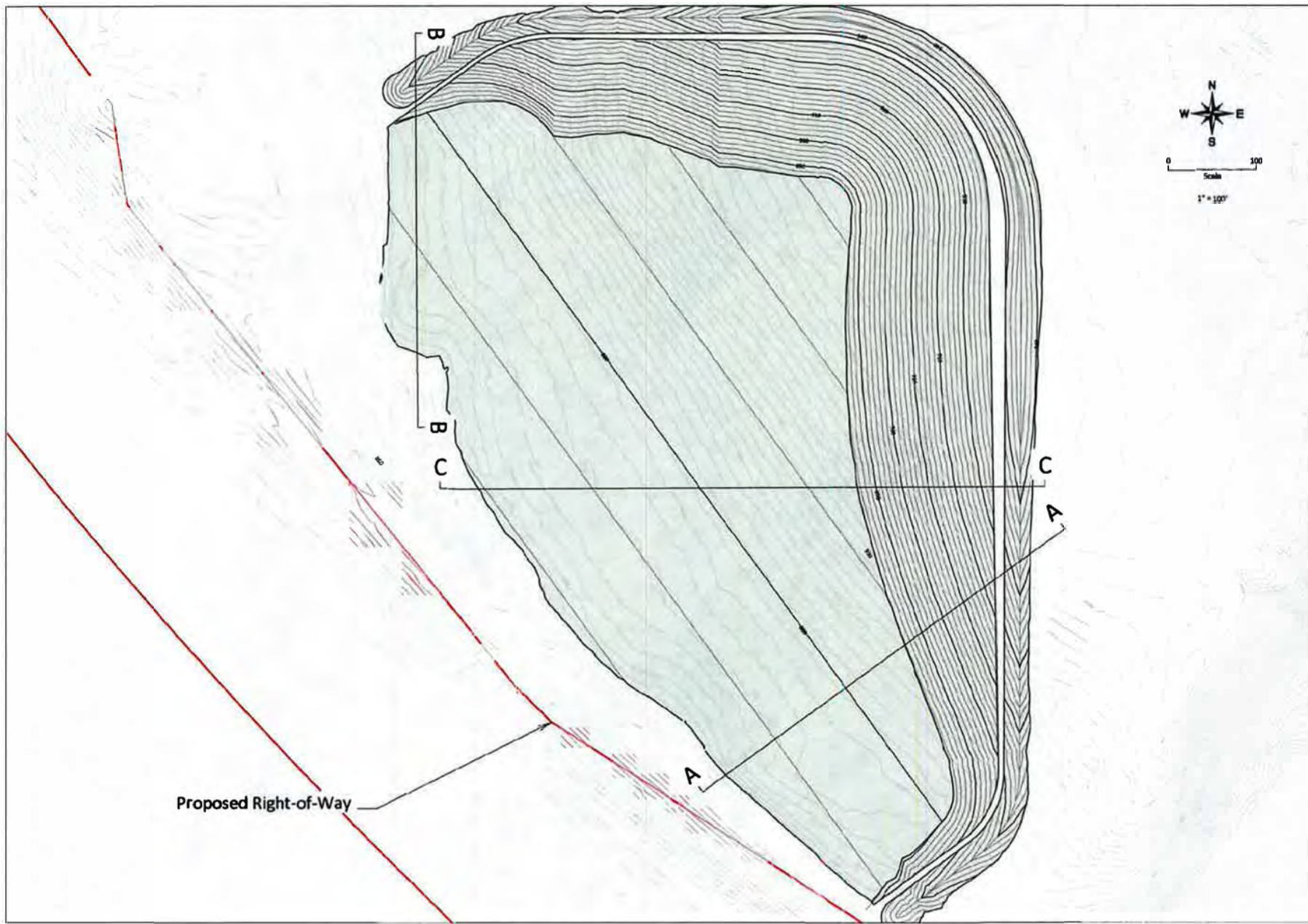
Heymann Site

Design over Aerial

SHEET: 6

OF: 8

ATTACHMENT E.6
Map B, Proposed Conditions – Interim Contour



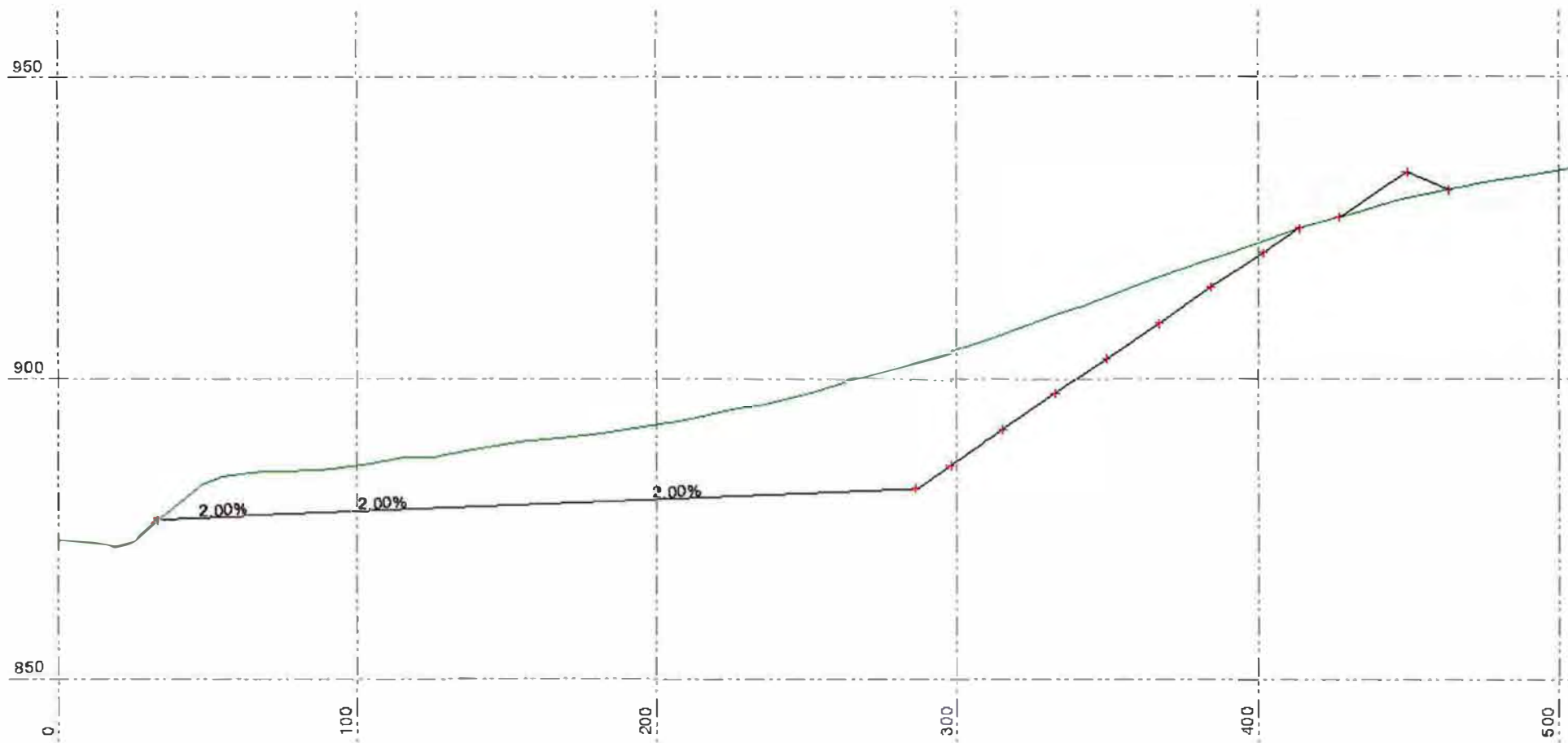
Hoffman Construction Co.
Black River Falls, WI

Heymann Site

Cross Section Lines

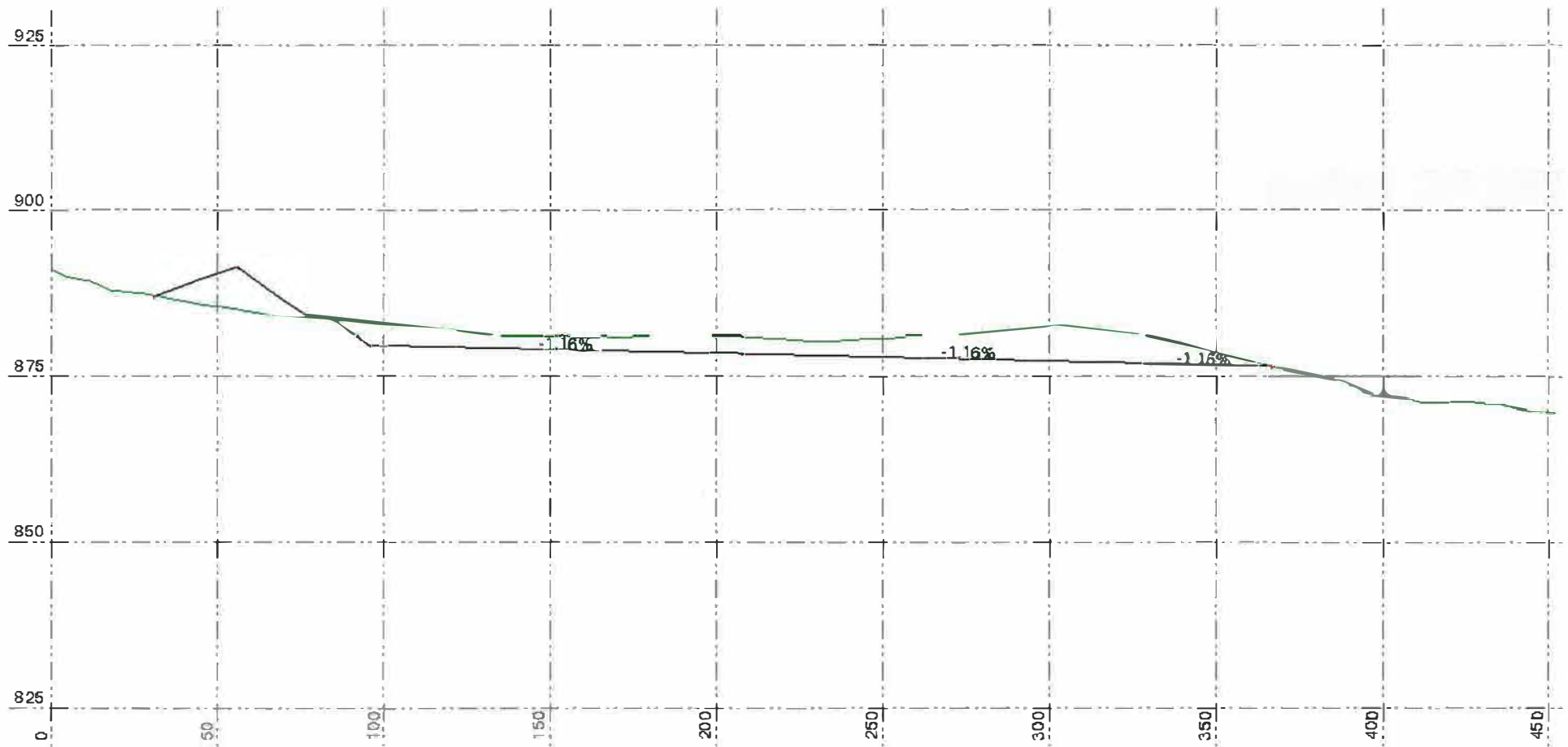
SHEET: 7 OF: 8

ATTACHMENT E.7
Cross Sections



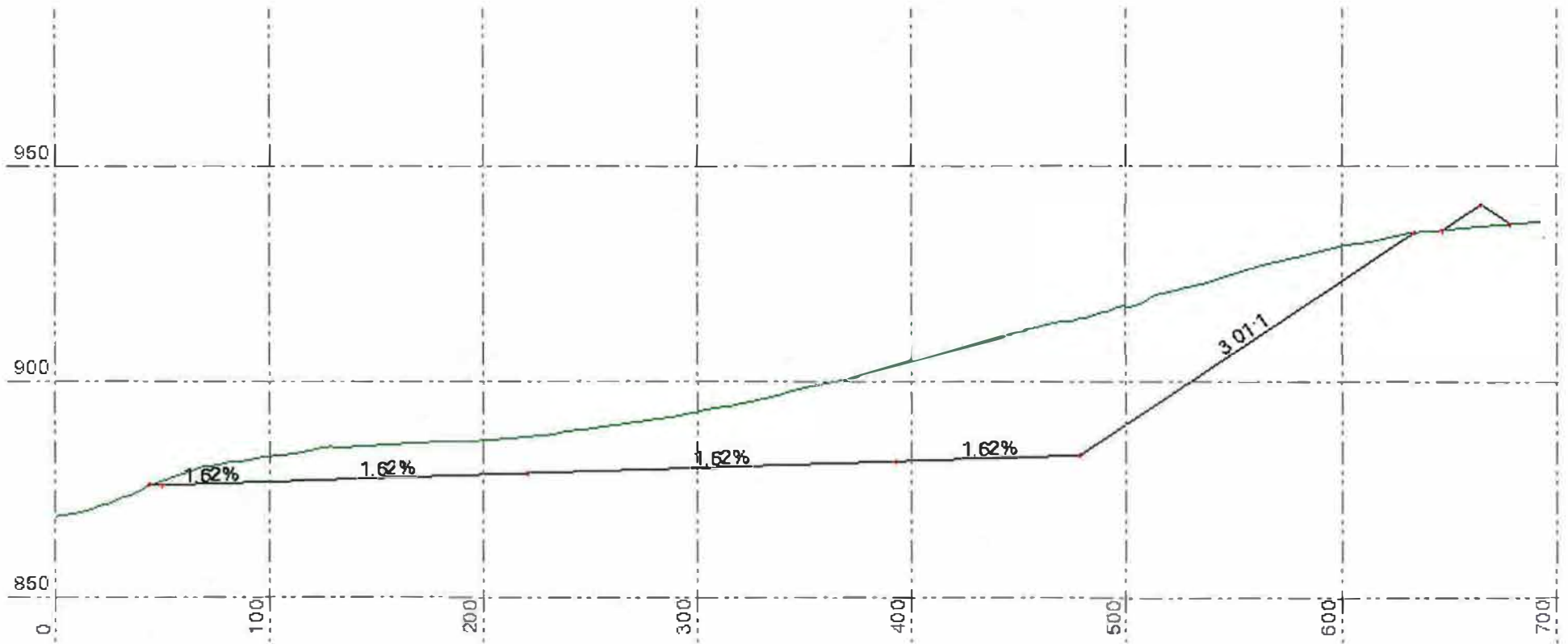
Section A-A

KEY	
Green	Existing Cross Section
Black	Proposed Cross Section



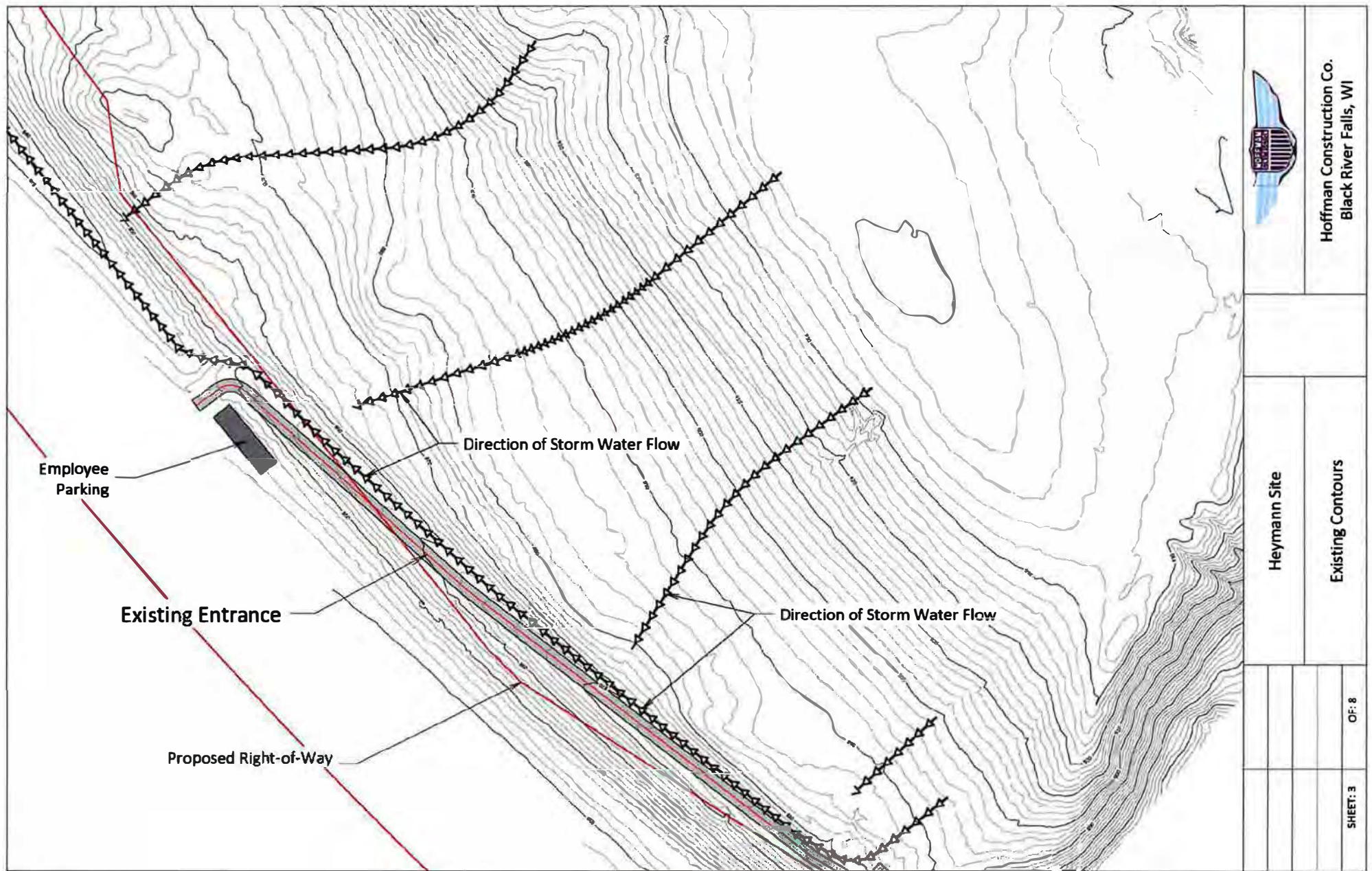
Section B-B

KEY	
Green	Existing Cross Section
Black	Proposed Cross Section



Section C-C

KEY	
Green	Existing Cross Section
Black	Proposed Cross Section



ATTACHMENT E.8
Erosion - Existing Water Flow

HOFFMAN CONSTRUCTION CO.



123 CTH A
Black River Falls, WI 54615
Phone (715) 284-2512 Fax (715) 284-9698
www.hoffmanconstructionco.com

ZONING OR CONDITIONAL USE PERMIT AGENT AUTHORIZATION
(All Owners Must Sign)

DATE: March 23rd 2022

PROJECT #: MNDOT SP 5202-58

COUNTY: Nicollet

OWNER'S NAME: John Heymann

OWNER'S ADDRESS: 316 S. State St

New Ulm, MN 56073

LEGAL DESCRIPTION OF OWNER'S LAND: _____

PARCEL TAX ID : 04.034.1600; 04.034.1610; 04.034.1400; 04.034.0500; 04.034.0400;
04.034.1605; 04.034.1300; 04.034.0600; 04.034.1200; 04.034.0700; 04.034.1100;
04.034.0800; 04.034.1000; 04.034.0900; 04.034.1610

The above Owner(s) hereby authorizes Hoffman Construction Company to act as the agent of the Owner(s) for purposes of obtaining any zoning or conditional use permit and agrees to cooperate with and sign any documents necessary to obtain said zoning permit.

Dated this 23rd day of March, 2022 .

OWNER:

John H. Heymann

SS #:

OWNER: (if more than one)

SS #: _____

ATTACHMENT E.11
Landowner Permission

New Ulm Quartzite Quarries Inc
Po Box 55038
Lexington KY 40555

John & Deborah Hertling
45162 Edgewood Dr
New Ulm, MN 56073

Mark Domeier
45134 Edgewood Dr
New Ulm, MN 56073

Andrew & Daniele Sharits
56994 Brookview Ln
New Ulm, MN 56073

John Heymann
316 S State St
New Ulm, MN 56073

Denise Anthony
57428 US Hwy 14
New Ulm, MN 56073

Adam & Laura Whittington
56040 Brookview Ln
New Ulm, MN 56073

Kornerstone LLC
3800 Stone Point Dr NE
Rochester, MN 55906

David & Pauline Flitter
57054 Hillcrest Ln
New Ulm, MN 56073

Ronald & Sandra Borth
45184 Edgewood Dr
New Ulm, MN 56073

Denise Sellner
56997 Brookview Ln
New Ulm, MN 56073

James & Leona Arndt
57010 Brookview Ln
New Ulm, MN 56073

Gary & Shirley Bruns
57012 Hillcrest Ln
New Ulm, MN 56073

Delores Leskey
45165 Edgewood Dr
New Ulm, MN 56073

Victor Roepke
45133 Edgewood Dr
New Ulm, MN 56073

Grant & Gail Bode
57034 Brookview Ln
New Ulm, MN 56073

Wade & Velda Cordes
56936 Brookview Ln
New Ulm, MN 56073

Michael Hippert
200 Summerset Dr
Ashland, OH 44805

Patrick & Melissa Nelson
57063 Brookview Ln
New Ulm, MN 56073

State Of Minnesota
2151 Bassett Dr
Mankato, MN 56001-6888

Jamie & Gina Berg
45304 Kohn Dr
New Ulm, MN 56073

Jason & Jody Enter
57108 422nd St
New Ulm, MN 56073-4321

Tim Harmening
Courtland Township Clerk
43370 541st Ave
Courtland, MN 56021



CONDITIONAL USE PERMIT

FEEDLOT PERMIT

Wayne & Teresa Havemeier

PLN22-05

**NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION**

SUBJECT:	Conditional Use Permit, PLN22-005
APPLICANT:	Wayne & Teresa Havemeier
LANDOWNER:	Wayne & Shelly Havemeier
LOCATION:	Northwest ¼ of the Northwest ¼ of Section 9-110-29 in Brighton Township
PARCEL NO:	03.009.0100
EXISTING ZONING:	Special Protection
HEARING DATE:	May 16 th , 2022
COUNTY BOARD DATE:	May 24 th , 2022

REQUEST

The Havemeiers are requesting conditional use approval to construct and operate a swine feedlot finishing barn with an underfloor liquid manure storage area.

EXISTING LAND USE

The property is currently used for farmland and is in the Special Protection Zoning District. There is a small patch of forest to the south of the proposal.

SURROUNDING LAND USE

The land use adjacent to the proposal is agricultural, with scattered farm sites and residences being further away in all directions. Wetlands associated with Swan Lake are located about a quarter mile to the southwest.

There are no residential zoning districts, public parks, churches, public schools, dwellings or municipalities within the required offset distance that would disqualify the feedlot from approval. The 93% offset for residential and public uses is 1,090 feet; the closest to the proposal is a dwelling 1,865 feet to the northeast. The 99% offset for municipalities is 1.14 miles; the closest is Courtland about 5 miles to the south.

PROJECT DESCRIPTION

The proposal consists of a 122' x 200' total confinement swine finishing barn with a 24' x 26' office, for a total of 25,024 square feet. The barn will have an 8 foot deep concrete underfloor liquid manure storage area with a capacity of 1,176,400 gallons with 12 months of storage. The feedlot would have a capacity of up to 900 swine animal units.

Proposed Animal & Animal Units		
Animal Type	Number	Units
Swine Between 55 & 300 pounds	3,000	900

Proposed Construction		
Quantity	Size	Type
1	122' x 200'	Total confinement finishing barn
1	122' x 200' x 8'	Liquid manure storage area
1	24' x 26'	Office

Access:

The applicant intendeds to use an existing access that runs along the western property line. No improvements to the approach or path are proposed. The access drive crosses another parcel that is also in the ownership of Wayne & Shelly Havemeier.

Dead Animal Disposal:

The Havemeiers intends to render deceased animals.

Manure Management Plan:

A Manure Management Plan has been submitted in accordance with Minnesota Administrative Rules Section 7020.2225. The manure from the storage area will be removed yearly. The plan has both owned acres for manure application and also acres available to transfer manure ownership.

MINNESOTA POLLUTION CONTROL AGENCY STANDARDS

The Havemeiers has received a Construction Short Form Permit from the Minnesota Pollution Control Agency to operate a feedlot for his proposed design and capacity. A National Pollutant Discharge Elimination System (NPDES) permit is not required as the proposal is under 1,000 animal units. No other state or federal permits are required at this time.

COUNTY STANDARDS

The proposal seems to meet the requirements for a feedlot within the Special Protection District. The required setbacks and actual distances are as follows:

Setbacks		
Type	Required	Proposed
Right-of-way	50'	1,360'
Side (west)	50'	70'
Side (east)	50'	1,012'
Rear	50'	1,472'
Ditch	100'	1,003'
Highest Known Water Level	980.6' (Swan Lake)	995' (pit floor)
Ordinary High Water Mark	200'	2,000'
OFFSET 93% (dwellings and public areas)	1,090'	1,865' *
OFFSET 99% (Municipalities)	6,021'	25,574'

*NOTE: This distance is to the closest qualifying structure. See the offset map for the distance to other qualifying structures; none are within the required setback.

NEIGHBOR NOTIFICATION

Property owners were notified of the proposal per the standards of Minnesota State Statute 394.26.

CONDITIONAL USE PERMIT CRITERIA

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

True, because:

- The proposal meets the standards of the Zoning Ordinance for feedlots in the Special Protection Zoning District.
- The proposal appears to be typical of feedlot developments within the County.
- The applicant has obtained an MPCA issued Construction Short Form Permit.

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

True, because:

- There is an existing road access and path to the proposed facility.
- The size and function of the facility is not unreasonable for the proposed location.
- It appears the burden on public infrastructure from the facility will be minimal.

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

True, because:

- The proposal meets all Zoning Ordinance standards, including offset and setbacks.
- The predominant land use in the area is agricultural.

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

True, because:

- The facility design appears to be typical of feedlot development within the county.
- The predominant land use in the area is agricultural.

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

True, because:

- The proposal meets the standards of the Zoning Ordinance for feedlots in the Special Protection Zoning District.

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

True, because:

- The Comprehensive Plan states that feedlots are a permitted and regulated use.
- The proposed feedlot meets the standards of the Zoning Ordinance, which implements the vision of the comprehensive plan.

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

True, because:

- The proposal will meet the applicable county and state standards for manure handling and management.
- The site meets the required OFFSET setback to dwellings and public areas.
- The facility will be of a design that is typical for a swine feedlot.

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

True, because:

- The existing use and primary surrounding use is agricultural.

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

True, because:

- The applicant has obtained a MPCA Construction Short Form Permit.
- The proposal meets the standards of the Zoning Ordinance for feedlots in the Special Protection Zoning District.
- The proposal will meet the applicable county and state standards for manure handling and management.

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

Will Not, because:

- The applicant has obtained a MPCA Construction Short Form Permit.
- The proposal meets the standards of the Zoning Ordinance for feedlots in the Special Protection Zoning District.
- The proposal will meet the applicable county and state standards for manure handling and management.

RECOMMENDATIONS

1. The applicant undertakes the project according to the plans and specifications submitted to the county with the application.
2. The zoning permit is invalid if the holder has not substantially completed the building within the period of time allowed on the zoning permit connected with this conditional use permit.
3. The conditional use permit will be periodically reviewed by the county to assure compliance with the permit and permit conditions.
4. The county may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.

5. The applicant must provide, maintain, and follow an approved manure management plan under the guidelines set forth in MPCA rules chapter 7020.2225.
6. Manure that is in liquid or slurry form that has been injected or spread must be incorporated within 24 hours.
7. Manure when transported by truck/spreader to fields off site must be covered or in a leak proof tank to avoid any potential manure spills on public roads.
8. If required, the applicant must obtain a Department of Natural Resources Division of Waters' Water Appropriations Permit.
9. Dead animals must be disposed of in accordance with the Board of Animal Health regulations.
10. The applicant must notify Property Services at least three days prior to start of construction, including any related earth work.
11. If required, a Construction Stormwater permit must be obtained from the Minnesota Pollution Control Agency prior to start of construction.
12. Before construction begins, the applicant must have the appropriate county zoning permits in hand.
13. The applicant must maintain the described and necessary technology to meet the 93% OFFSET Annoyance Free Odor Rating.

Applicant: Wayne & Teresa Havemeier
Landowner: Wayne & Shelly Havemeier

PLN22-05

ATTACHMENT A	Application
ATTACHMENT B	Criteria for Conditional Use Permit
ATTACHMENT C	Location Map
ATTACHMENT D	Aerial Map
ATTACHMENT E	Submitted by Applicant
	E1. Site Map
	E2. M.P.C.A. Application
	E3. M.P.C.A. Feedlot Permit
	E4. OFFSET
ATTACHMENT F	Neighbor Notification List



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

PLANNING & ZONING ADVISORY COMMISSION
APPLICATION

Total Fees: \$496.00

Map#: 1109100004
Parcel#: 030090100
Permit#: PLN22-005
Date: April 15, 2022

Applicant: Wayne Havemeier, , 41230 441st Ave, Nicollet MN 56074
Phone: 507-382-8254
Owner: HAVEMEIER WAYNE E & SHELLY R HAVEMEIER, 41230 441ST AVE, NICOLLET MN 56074
Property Address: 0,
Abbreviated Legal Description: SW1/4 NW1/4 40.00 AC; NW1/4 NW1/4 "EX PCL 9N1 ROW PLAT 21" 39.90 AC
TOTAL 79.90 AC
Township: Brighton Township

Record Type: Conditional Use
Category: Feedlot

Project Description: Conditional Use Permit application for a swine feedlot on parcel ID 03.009.0100.

Planning Commission Hearing Date: 05/16/2022
Board of Commissioners Date: 05/24/2022

Wayne Havemeier

APPLICANT SIGNATURE

4/15/2022

DATE

ATTACHMENT A
Application



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

Name of Applicant/ Wayne Havemeier
Property Owner: Wayne & Shelly Havemeier

Date: May 16, 2022

File #: PLN22-0005

Use Requested: Conditional Use Approval for a Swine Feedlot

FINDINGS OF FACT

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

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

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Typical Feedlot Development + MREA Permit has been obtained
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Size is typical and Roads are in Place w/ Access
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Meets Setbacks + Standards R A's
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTACHMENT B
Criteria for Conditional Use Permit

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

	YES	NO	ABSTAINED	ABSENT
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHY:

Typical Feedlot Design

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

	YES	NO	ABSTAINED	ABSENT
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHY:

Meets the Ordinance Standards

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

	YES	NO	ABSTAINED	ABSENT
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHY:

Feedlots are Allowed w/ standards
in the Area

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

	YES	NO	ABSTAINED	ABSENT
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHY:

Meets all standards and
setbacks

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

	YES	NO	ABSTAINED	ABSENT
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHY:

Area is Predominantly
Agricultural

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

	YES	NO	ABSTAINED	ABSENT
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHY:

Meets for Member handling
and setbacks

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

	YES	NO	ABSTAINED	ABSENT
Justin Laven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
David Hermanson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marie Dranttel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHY:

Has MPDA ShortTerm Permit

SPECIAL CONDITIONS ARE LISTED ON THE RECORDED CONDITIONAL USE PERMIT AND IN THE RECORD
THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION:
 (☒ APPROVES) (☐ DENIES)
THE REQUESTED CONDITIONAL USE PERMIT

This decision is based on:

- ☒ Application
- ☒ Staff Report
- ☐ Pictures
- ☐ Information received at public hearing

Viewed by Members of Board:

- ☐ Laven
- ☐ Hermanson
- ☐ Ubel
- ☐ Hoffmann
- ☐ Dranttel
- ☐

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

Date: 5-16-2022

Chair: Dave Hermanson

STATE OF MINNESOTA
COUNTY OF NICOLLET

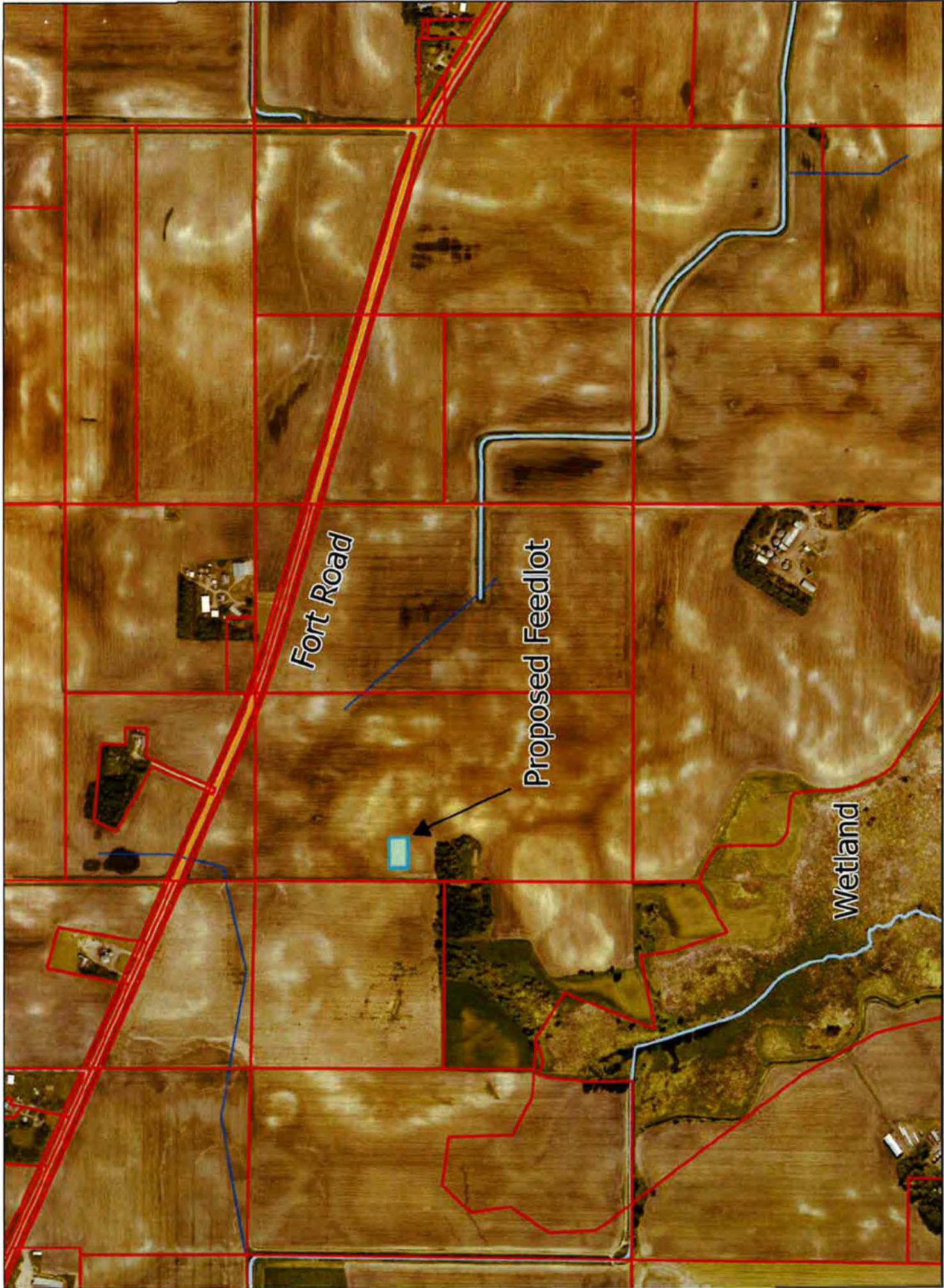
The foregoing instrument was acknowledged before me this 16th day of May 20 22,
by David Hermanson

Notarial stamp or seal (or other title or rank)

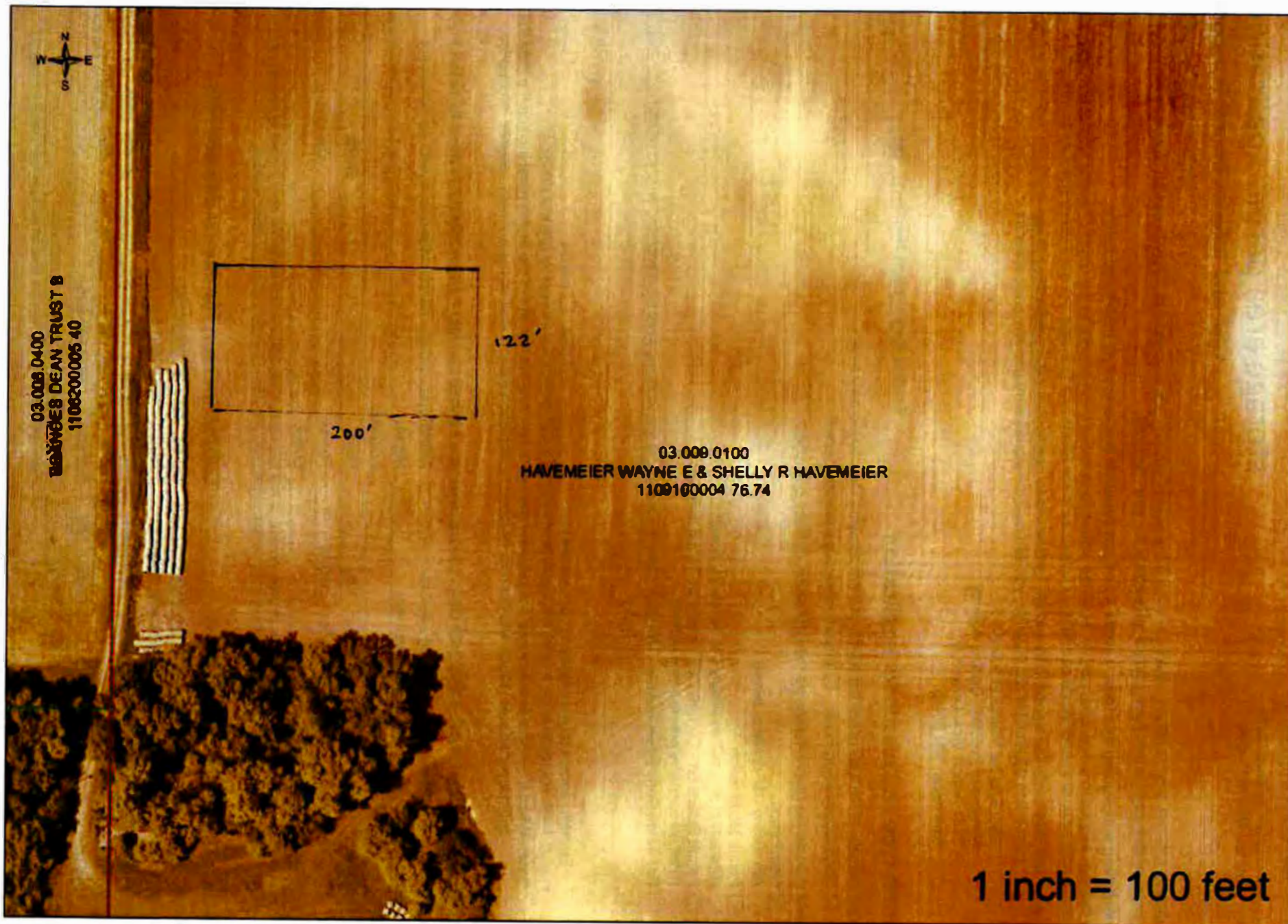


A handwritten signature in dark ink, appearing to read "David Hermanson", written over a horizontal line.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT







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

ATTACHMENT E.1
Site Map

Animal feedlot or manure storage area permit application

CSF and Interim Permit Program

Doc Type: Permit Application

Applicability: Use this form to obtain, modify, or extend the term of a construction short form (CSF) or interim permit.
Keep a copy of this application form and all submittals for your records.

After completing and signing this form, submit it and any required enclosures as instructed below:

For facilities located in a delegated county, send the signed form and any enclosures to the County Feedlot Officer (CFO).
All other facilities must submit this form and any enclosures to the Minnesota Pollution Control Agency (MPCA) as follows:

- Scan and email the signed form and any enclosures to FeedlotSubmittal.pca@state.mn.us.
- If submission via email is not possible, you can mail the signed form and any enclosures to:

Attn: Feedlot Master File Staff
Minnesota Pollution Control Agency
7381 Airport View Drive SW
Rochester, MN 55902

I. Permit type and reason for application

Feedlot Registration Number: TBD

Please indicate which type of feedlot permit you are applying for (*choose only one*):

- ☒ Construction Short Form ☐ Interim (correcting a pollution hazard)

Please indicate the reason for the permit application (*choose only one*):

- ☒ New Permit
(No existing CSF or interim permit)
- ☐ Permit Modification
(Changes to sites with an existing CSF or interim permit)
- ☐ Permit Extension - Current CSF or Interim Permit number: _____
(Work not completed prior to permit expiration)

For extension requests only - Indicate below the reason(s) the work may not be completed prior to permit expiration

Estimated amount of time required to complete the work: _____ ☐ days ☐ months

Note: The length of the extension is limited to 24 months for CSF permits and 90 days for interim permits

Note: When the notice to neighbors and property owners is required the content of the notice must include the date the original permit was issued and the new proposed completion date as well as the normally required information.

II. Owner's name(s) and address(es) - (All partners of a Limited Liability Partnership (LLP) must be listed.)

Primary owner – Will be used as the mailing address

Name: Wayne Havemeier and Teresa Havemeier

Address: 41230 441st Ave

City: Nicollet

State: MN

Phone: 507-382-8254

Zip: 56074

Email: havfarm@mvtvwireless.com

Additional owner – attach additional sheets as necessary

Name: _____

Address: _____

City: _____

State: _____

Phone: _____

Zip: _____

Email: _____

Note: The term owner includes all persons having possession, control, or title to an animal feedlot or manure storage area (including lessees or renters). All owners must be listed. Attach to this application the names, addresses, and phone numbers of all additional owners.

III. Facility name and site address

Site Name: Wayne Havemeier and Teresa Havemeier
☐ Facility is a MN Ag Water Quality Certified Farm (MAWQCP)

Complete if facility address is different than the primary owner address:

Street: 53095 Fort Rd

City: New Ulm

State: MN

Phone: 507-382-8254

Zip: 56073

Contact person for day-to-day activities

Name: Wayne Havemeier

Street: 41230 441st Ave

City: Nicollet

State: MN

Phone: 507-382-8254

Zip: 56074

Cell phone: 507-382-8254

Email: havfarm@mvtvwireless.com

(General letters/notices may be sent by email where one is indicated.)

IV. Facility location

County: Nicollet

Township name: Brighton

Township (26 – 71 or 101 – 168)	Range (1 – 51)	Section (1 – 36)	¼ Section (160 acre) (NW, NE, SW, SE)	¼ of ¼ Section (40 acre) (NW, NE, SW, SE)
T 110 N	R 29 W	9	NW	NW

V. Sensitive features

1. Is any part of the facility within 1,000 feet of any type of surface waters or tile intake? ☐ Yes ☒ No

If Yes, select all types below

☐ Lake ☐ River ☐ Stream (Perennial or Intermittent) ☐ Tile Intake
☐ Pond ☐ Creek ☐ Ditch ☐ Wetland ☐ Calcareous Fen ☐ Unknown

2. Is any part of the facility located within 300 feet of a river/stream? ☐ Yes ☒ No

3. Is any part of the facility located within a delineated flood plain (100 year flood)? ☐ Yes ☒ No

4. Is any part of the facility located within designated shoreland? ☐ Yes ☒ No

5. Is any part of the facility located within 1,000 feet of a karst feature?
(sinkholes, caves, disappearing springs, resurgent springs, karst windows, dry valleys, or blind valleys) ☐ Yes ☒ No

If Yes, complete a. and b. below:

- a. Are there 4 or more sinkholes within 1,000 feet? ☐ Yes ☐ No

- b. Is any part of the facility within 300 feet of a known sinkhole? ☐ Yes ☐ No

6. Is any part of the facility located within 1,000 feet of the following types of wells: ☐ Yes ☒ No

If Yes, complete a. and b. below:

- a. What is the shortest distance from a well to any animal holding area? >100 ft.

What is the shortest distance from a well to any manure storage area? >100 ft.

- b. Indicate if the well is any of the following types:

☐ a community water supply well
☐ a well serving a public school as defined under Minn. Stat. § 120A.05
☐ a well serving a private school excluding home school sites
☐ a well serving a licensed child care center where the well is vulnerable (Minn. R. 4720.5550, subp. 2)

VI. Environmental Review (complete when construction or expansion is proposed)

Mandatory environmental review is required for the addition of 1,000 or more animal units (AU) at any facility. This threshold is reduced to 500 AU in "sensitive areas". The facility is within a sensitive area when any of the following apply.

- Any part of the facility is within a delineated floodplain (yes to question 3 above)
- Any part of the facility is within designated shoreland (yes to question 4 above)
- Any part of the facility is within 1,000 feet of a karst feature (yes to question 5 above)
- Any part of the facility is within a vulnerable drinking water supply management area
- Any part of the facility is within a federal, state, or local wild and scenic river district
- Any part of the facility is located within the Minnesota River Project Riverbend area or the Mississippi headwaters area

Additionally mandatory environmental review is required for "Phased actions". Phased actions are two or more projects located in the same geographic area and constructed within three years of each other by the same proposer. When this is the case, the animal units from all projects are combined to determine if environmental review is required.

Do you have ownership interest in another livestock operation that was constructed/expanded within the past three years or are you substantially certain you will be constructing/expanding another livestock operation within the next three years?

☐ Yes ☒ No

If Yes, how far away (straight-line distance) is it located from the project proposed in this application? _____ miles

There are also rule provisions to require completion of the environmental review process in the event of a citizen petition or upon the discretion of the MPCA. Please see the MPCA fact sheet entitled "When is Environmental Review Required for Feedlots" (available on the MPCA website at <https://www.pca.state.mn.us/quick-links/environmental-review> and/or Minn. R. 4410 for further details.

VII. Animal numbers and animal unit (AU) calculation

Complete the table below to identify the **maximum** number of animals housed at that facility. All animal numbers and animal sizes used to complete this table should reflect the animal holding **capacity** of the facility even if the facility does not currently house or propose to house that number of animals. At no time is the number of animals at the facility allowed to exceed the capacity provided below without first obtaining a permit or permit modification.

Current Capacity - List the current head count **capacity** for each animal type in column 3 below. For sites with a permit, this should match the currently permitted number of animals. Next, multiply the AU Factor in column 2 by the number of animals listed in column 3 to get the **Current AU Capacity** for each animal type (column 4). Finally, add together all AU's in column 4 to get a total at the bottom of the chart. *If this application is for a brand-new feedlot site leave columns 3 and 4 blank. (ie. bare piece of ground)*

Final Capacity - List the final head count **capacity** for each animal type in column 5 below. This number should include current animals plus or minus any expansion or reduction in each animal type. This should reflect the maximum AU capacity requested with this permit application. Next, multiply the AU Factor in column 2 by the number of animals listed in column 5 to get the **Final AU Capacity** for each animal type (column 6). Finally, add together all AU's in column 6 to get a total at the bottom of the chart.

1. Animal type	2. Animal unit factor	Current facility capacity		Final facility capacity (Current +/- Changes)	
		3. Head count	4. Animal units = column 2 x column 3	5. Head count	6. Animal units = column 2 x column 5
A. Dairy cattle					
Mature cow (milked or dry) over 1,000 lbs.	1.4				
Mature cow (milked or dry) under 1,000 lbs.	1.0				
Heifer	0.7				
Calf	0.2				
B. Veal					
Veal	0.2				
C. Beef cattle					
Slaughter steer/heifer, stock cow, or bull	1.0				
Feeder cattle (stocker or backgrounding), heifer	0.7				
Cow and calf pair	1.2				
Calf (weaned)	0.2				
D. Swine					
Over 300 lbs.	0.4				
Between 55 and 300 lbs.	0.3			3000	900
Under 55 lbs.	0.05				
E. Horses					
Horse	1.0				
F. Sheep					
Sheep or Lamb	0.1				
G. Chickens with a liquid manure system					
Layer Hens or Broilers	0.033				
H. Chickens with a dry manure system					
Broilers over 5 lbs.	0.005				
Broilers under 5 lbs.	0.003				
Layer Hens over 5 lbs.	0.005				
Layer Hens under 5 lbs.	0.003				
I. Turkeys					
Over 5 lbs.	0.018				
Under 5 lbs.	0.005				
J. Ducks					
Duck (with a liquid manure handling system)	0.01				
Duck (with a dry manure handling system)	0.01				
K. Animals not listed in A to J (AU factor in column 2 = average weight of the animal type divided by 1,000 lbs.)					
Animal type:					
Total animal unit capacity			Current AU capacity		Final AU capacity
Add all numbers in column 4 for Current AU total			0		900
Add all numbers in column 6 for Final AU total					

VIII. Animal holding areas

Do any animals at the facility have access to pasture? ☐ Yes ☒ No

Complete the table below for the following animal holding areas. If needed, continue your list on an additional copy of this page.

- Total confinement barn with underfloor pit** - A barn where animals cannot access an outdoor area and liquid manure enters storage directly beneath the floor. This includes "shallow pits" or "pull plugs".
- Total confinement barn** - A barn where animals cannot access an outdoor area.
- Partial confinement barn** - A barn where animals can directly access an outdoor area (ie. associated open lot).
- Open lot** - An uncovered area where animals are housed outdoors.
- Individual animal housing area** - A structure that houses only one animal at a time (ie. calf huts/hutches).
- Working-Sorting-Hospital area** - A structure or area, covered or uncovered, where animals temporarily enter during load-out or load-in events or when additional care is needed to address medical issues with the animal.
- Milk parlor-Holding area** - A structure or area where animals temporarily enter prior to or during milking.

List each animal holding area in a separate column

Animal holding area ID	Use the far right column for non-rectangular holding areas						Non-Rectangular
Facility Site Sketch ID (i.e., #1, A, Barn 1)	Barn 1						
Status: (check one box only) Proposed - not permitted previously or permitted but not yet operational Existing - current operational component	<input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Existing <input type="checkbox"/> Eliminating	<input type="checkbox"/> Proposed <input type="checkbox"/> Existing <input type="checkbox"/> Eliminating	<input type="checkbox"/> Proposed <input type="checkbox"/> Existing <input type="checkbox"/> Eliminating	<input type="checkbox"/> Proposed <input type="checkbox"/> Existing <input type="checkbox"/> Eliminating	<input type="checkbox"/> Proposed <input type="checkbox"/> Existing <input type="checkbox"/> Eliminating	<input type="checkbox"/> Proposed <input type="checkbox"/> Existing <input type="checkbox"/> Eliminating	<input type="checkbox"/> Proposed <input type="checkbox"/> Existing <input type="checkbox"/> Eliminating

List approximate holding area dimensions in feet

(If non-rectangular, use the far right column and list surface area)

Type of animal holding areas	Length X Width	Length X Width	Length X Width	Length X Width	Length X Width	Non-Rectangular (Surface Area)
Total confinement barn with underfloor pit	122' X 200'	X	X	X	X	sq. ft
Underfloor pit maximum depth (ft)	Pit Depth: 8	Pit Depth:	Pit Depth:	Pit Depth:	Pit Depth:	Pit Depth:
Underfloor pit volume (gal)	1,176,400 gal	gal	gal	gal	gal	gal
Total confinement barn	X	X	X	X	X	sq. ft
Partial confinement barn	X	X	X	X	X	sq. ft
Associated open lot dimensions (list area for non-rectangular lots)	X sq. ft	X sq. ft	X sq. ft	X sq. ft	X sq. ft	X sq. ft
Open lot	X	X	X	X	X	sq. ft
Individual animal housing area (ie calf huts/hutches that house one animal)	X	X	X	X	X	sq. ft
	Quantity:	Quantity:	Quantity:	Quantity:	Quantity:	Quantity:
Working-Sorting-Hospital area	X	X	X	X	X	sq. ft
Milk parlor-Holding area	X	X	X	X	X	sq. ft
Other buildings for animal husbandry	X	X	X	X	X	sq. ft

Indicate the maximum capacity (number of animals) of each animal holding area

The total number of all animals listed should match the final animal numbers listed on page 3.

Animal numbers					
Mature dairy cows (over 1,000 lbs.)					
Mature dairy cows (under 1,000 lbs.)					
Dairy heifers					
Dairy calves					
Veal					
Slaughter steer/heifer, stock cow or bull					
Feeder cattle-stocker/background/heifer					
Cow and calf pair					
Beef calves (weaned)					
Swine over 300 lbs.					
Swine between 55 and 300 lbs.	3000				
Swine under 55 lbs.					
Horses					
Sheep or lamb					
All chickens with liquid manure system					
Broiler chickens over 5 lbs. - dry system					
Broiler chickens under 5 lbs. - dry system					
Laying hens over 5 lbs. - dry system					
Laying hens under 5 lbs. - dry system					
Turkeys - over 5 lbs.					
Turkeys - under 5 lbs.					
Other:					

IX. Liquid Manure Storage Areas (LMSA)

Complete the table below for all your LMSAs based upon liner type. If needed, continue your list on an additional copy of this page.

Additional Instructions:

1. **Do not list below barn LMSAs in this table** – This information has been captured in the animal holding areas table.
2. LMSAs with more than one liner type - List this LMSA in the category that represents the sidewall primary liner type.
For example: a LMSA with a concrete floor and earthen sidewalls should be listed in the LMSA - Earthen category.
3. LMSAs with dual liners, which is a primary liner underlain by a secondary liner (typically only in karst susceptible areas) - List the LMSA in the category that represents the primary liner; which is, the liner in direct contact with the manure.
For example: a HDPE plastic lined LMSA underlain by a compacted clay liner should be listed in the LMSA - Synthetic category.
4. Use the two right columns for circular and other non-rectangular shapes.

LMSA ID						Circular	Non-Rectangular
List each LMSA in a separate column							
Facility Site Sketch ID							
Status: (check only one)	<input type="checkbox"/> Proposed	<input type="checkbox"/> Proposed	<input type="checkbox"/> Proposed	<input type="checkbox"/> Proposed	<input type="checkbox"/> Proposed	<input type="checkbox"/> Proposed	<input type="checkbox"/> Proposed
See animal holding area table for definitions	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing
	<input type="checkbox"/> Eliminating	<input type="checkbox"/> Eliminating	<input type="checkbox"/> Eliminating	<input type="checkbox"/> Eliminating	<input type="checkbox"/> Eliminating	<input type="checkbox"/> Eliminating	<input type="checkbox"/> Eliminating

List approximate LMSA dimensions in feet							
Type of LMSA Liner	(If non-rectangular, use the appropriate column and list diameter or surface area)						Non-Rectangular (Surface Area)
Do not list below barn LMSAs	Length X Width	Length X Width	Length X Width	Length X Width	Length X Width	Circular	
LMSA - Earthen	X	X	X	X	X	Diameter:	sq. ft
Maximum depth (ft)	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:
LMSA - Concrete	X	X	X	X	X	Diameter:	sq. ft
Maximum depth (ft)	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:
LMSA - Synthetic ^a	X	X	X	X	X	Diameter:	sq. ft
Maximum depth (ft)	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:
LMSA - GCL ^b	X	X	X	X	X	Diameter:	sq. ft
Maximum depth (ft)	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:
LMSA - Steel tank ^c	X	X	X	X	X	Diameter:	sq. ft
Maximum depth (ft)	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:
LMSA - Other	X	X	X	X	X	Diameter:	sq. ft
Maximum depth (ft)	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:

List the LMSA volume in gallons

Volume of LMSA (gal)							
----------------------	--	--	--	--	--	--	--

- a. Synthetic liners include all plastic or rubber liners (HDPE, EPDM, LDPE, LLDPE, PVC, etc.).
- b. GCL refers to all types of geosynthetic clay liners where bentonite clay is confined between two synthetic membranes (ie. bentomat®).
- c. Steel tank refers to above ground steel tanks including those with concrete floors (ie. slurystore®).

X. Other Facility Components

Complete the table below for the following facility components. If needed, continue your list on an additional copy of this page.

1. **Permanent Stockpile** - An area where solid manure is stored or processed. Do not list temporary stockpiles
2. **Feed Storage Area** - Areas where any type of feed is stored in outdoor piles/bunkers, including those covered with plastic.
DO NOT list vertical silos, grain bins, commodity sheds, or other totally enclosed structures.
3. **Mortality Compost Area** - **ONLY** list mortality management areas that compost dead animals with litter or manure.
4. **Vegetated Infiltration Area (VTA)** - A vegetated area with berms on all sides so that liquid can only leave via infiltration into the soil.
5. **Filter-Buffer Strip** - A vegetated area where liquid flows over a grassed area and is allowed to leave the area via surface flow.

List each component in a separate column						Non-Rectangular	Non-Rectangular
Use the two far right columns for non-rectangular shapes							
Facility Site Sketch ID							
Status: (check only one)	<input type="checkbox"/> Proposed	<input type="checkbox"/> Proposed	<input type="checkbox"/> Proposed	<input type="checkbox"/> Proposed	<input type="checkbox"/> Proposed	<input type="checkbox"/> Proposed	<input type="checkbox"/> Proposed
See animal holding area table for definitions	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing	<input type="checkbox"/> Existing
	<input type="checkbox"/> Eliminating	<input type="checkbox"/> Eliminating	<input type="checkbox"/> Eliminating	<input type="checkbox"/> Eliminating	<input type="checkbox"/> Eliminating	<input type="checkbox"/> Eliminating	<input type="checkbox"/> Eliminating

List approximate component dimensions in feet							
Type of Component	(If non-rectangular, use one of the two far right columns and list surface area)						Non-Rectangular
	Length X Width	Length X Width	Length X Width	Length X Width	Length X Width	Non-Rectangular	Non-Rectangular
Permanent Stockpile	X	X	X	X	X	sq. ft	sq. ft
Feed Storage Area	X	X	X	X	X	sq. ft	sq. ft
Mortality Compost Area	X	X	X	X	X	sq. ft	sq. ft
Infiltration Area (VTA)	X	X	X	X	X	sq. ft	sq. ft
Filter-Buffer Strip	X	X	X	X	X	sq. ft	sq. ft

XI. Construction stormwater (CSW) requirements (complete only if construction is proposed)

When construction activities are proposed, indicate the expected acreage of soil disturbance: _____ acres

Construction at the facility disturbs one acre or more but less than 5 acres must comply with the requirements of the CSW NPDES general permit, unless a separate application is made for a CSW permit.

Prior to construction at the facility that disturbs 5 or more acres an application for a CSW permit is required.

XII. Notifications and public meetings

The notifications and public meetings below are required to be done **before** permit issuance.

A. Notification to local zoning officials

When required. This notification is required in **either** of the following situations:

- **Construction of a new** feedlot, or manure storage area (i.e. new site) of any AU capacity.
- **Expansion of an existing** feedlot, or manure storage area of any AU capacity.

Notification methods. The applicant must provide notification of the construction or expansion to all local zoning authorities, including county, town, and city zoning authorities, at least 30 days prior to commencement of the construction or expansion. This notification **must** include, at a minimum, the information provided in Minn. R. 7020.2000, subp.4.,A (1) (a) (i to v).

An example notification can be found in the factsheet [Public Notification Requirements – Feedlots](https://www.pca.state.mn.us/feedlots) available on the MPCA website at <https://www.pca.state.mn.us/feedlots>.

B. Notice to residents and property owners within 5,000 feet of a proposed project

When required. This notice is required in **either** of the following situations:

- **Construction of a new** feedlot, or manure storage area, which will have a capacity of 500 AU or more (i.e. new site).
- **Expansion of an existing** feedlot, or manure storage area, which currently has, or will have upon completion of the expansion, a capacity of 500 AU or more.

Notice methods. The owner shall not less than 20 business days before the anticipated issuance date of the permit, provide notice to each resident and each owner of real property within 5,000 feet of the perimeter of the proposed facility. This notice **must** include, at a minimum, the information provided in Minn. R. 7020.2000, subp.4.

An example notice can be found in the factsheet [Public Notification Requirements – Feedlots](https://www.pca.state.mn.us/feedlots) available on the MPCA website at <https://www.pca.state.mn.us/feedlots>.

Verification of notice.

The MPCA must verify that this notice has been completed prior to permit issuance.

Please include with this permit application one of the following options that provides verification that the required notice has been completed:

- An affidavit of publication from a newspaper of general circulation used to provide this notification.
- A list of all parties, with their location, that were notified by certified mail and copies of all signed mail return receipts.
- A list of all parties, with their location, that were personally visited with a date and signature from each party and certification signed by a notary public indicating in detail what was discussed.

C. Non-delegated county public meeting minutes (Minn. Stat. § 116.07, subd. 7(l))

A county which has not accepted delegation of the feedlot program must hold a public meeting prior to issuance of a feedlot permit by the MPCA for an animal feedlot with a capacity of 300 or more animal units.

Date meeting has occurred or is scheduled to occur: _____

Verification of public meeting.

A copy of the meeting minutes must be provided to the MPCA for verification of completion of this requirement prior to permit issuance.

XIII. Certifications and signature

Notification to local officials

The Applicant certifies that, if the application includes construction of a new facility or expansion of an existing facility, all local zoning authorities have been notified in accordance with Minn. R. 7020.2000 subp. 5.

Construction Stormwater (CSW) Requirements

The Applicant certifies that, if construction will disturb 5 or more acres, they have made a separate application for a CSW permit. For construction activities that disturb at least 1 acre but less than 5 acres, the Applicant certifies to comply with the requirements of the current CSW NPDES general permit (Minn. R. 7090.2020 provides permit coverage without the need for an application).

Need for NPDES or SDS permit

If the MPCA determines that a NPDES or SDS permit is required, the Applicant certifies that this application will serve as an application for a NPDES or SDS permit, as appropriate. The Applicant agrees to submit additional information, as requested by the MPCA, in order to complete the NPDES or SDS permit application process including payment of the permit application fee.

Applicant Signature

I hereby certify that the design, construction, and operation of the facility will be in accordance with this application and plans, specifications, reports, and related communications approved by the MPCA, and in accordance with applicable permit conditions or regulations/standards of the MPCA. I also certify under penalty of law that this document and all attachments were prepared under my direction or supervision and the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The person that signs this application must be one of the following:

- A. For a corporation, a principal executive officer of at least the level of vice president
- B. For a partnership, a general partner
- C. For a sole proprietorship, the proprietor

By typing/signing my name below, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this form.

Signature: Wayne Havemeier Title: owner
(This document has been electronically signed.) Date (mm/dd/yyyy): 3/25/2022
Office phone: 507-382-8254 Cell phone: 507-382-8254

To sign up for electronic communications including the MPCA feedlot newsletters, please go to the MPCA website at <https://public.govdelivery.com/accounts/MNPCA/subscriber/new>.

Required enclosures (Permit applications submitted without all required enclosures are incomplete.)

All forms are available on the [CSF & Interim permits](https://www.pca.state.mn.us/feedlots) page of the MPCA feedlot program website at: <https://www.pca.state.mn.us/feedlots>

- ☒ A. A site sketch/aerial photograph indicating the location of the existing and proposed facility components.
- ☒ B. A Manure/Nutrient Management Plan (MMP) – The following are optional forms to assist with MMP development:

When **all** manure is transferred to another entity for utilization, complete a MMP using the form:

[MMP requirements when ownership of manure is transferred.](#)

When **any** portion of manure is applied to land owned, rented, or leased by the applicant(s), or applied to other land where nutrient application decisions are made by the applicant(s), complete a MMP using the spreadsheet form:

[MPCA Manure Management Planner.](#)

Notes: The MMP requirements when ownership of manure is transferred form is incorporated into the spreadsheet to account for instances when only some of the manure is transferred.

- ☒ C. Plans and Specifications for construction, modification, or expansion of any of the following:
 - Liquid manure storage area
 - Vegetative infiltration area (VTA)
 - Permanent manure stockpile
 - Filter-Buffer strip
- ☐ D. Environmental Assessment Worksheet (EAW) Fee. When environmental review is required **and** the site is located in a non-delegated county, there is a fee of \$4,650 for processing of an Environmental Assessment Worksheet (EAW). The fee must be included with this permit application. (**Check payable to:** Minnesota Pollution Control Agency)
- ☒ E. Verification of the notifications required in part XII of this application. If not submitted with the application, the MPCA must receive the verification prior to permit issuance. It is strongly recommended that the applicable verifications be included with the permit application.



Mankato Office | 12 Civic Center Plaza | Suite 2165 | Mankato, MN 56001-8704 | 507-389 5977
800-657 3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

April 8, 2022

VIA EMAIL

Wayne Havemeier
41230 441st Avenue
Nicollet, MN 56074-4312

RE: Construction Short Form Permit Number: MPCA-CSF 0456
Feedlot Registration Number: 103-127729
Facility Name: Wayne Havemeier and Teresa Havemeier
Facility Address: 53095 Fort Rd New Ulm, MN 56073

Enclosed is the Construction Short Form permit issued to your facility. You are authorized to construct and/or expand your facility in accordance with your permit application, the enclosed permit, and any other applicable rules and regulations. The permit includes a facility components table that identifies the authorized components. This permit shall supersede any and all previous feedlot permits issued to the facility.

Be sure to read and understand the enclosed permit including all notifications and submittals required as part of your construction or expansion.

If you have any questions about the Construction Short Form permit, please contact the MPCA feedlot program staff person assigned to Brown County. Current MPCA staff contacts are identified by the [Feedlot Permitting and Compliance Field Staff Map](#) available on the MPCA website at: <http://www.pca.state.mn.us/water/feedlots>.

Sincerely,

Mark P. Gernes

This document has been electronically signed.

Mark P. Gernes
Environmental Specialist
Watershed Division

MPG:mt

Attachment

cc: Deanna Biehn, Nicollet County (w/attachment) (electronic)
Jason Hoehn, ISG (w/attachment) (electronic)

**AUTHORIZATION FOR THE CONSTRUCTION AND/OR EXPANSION
OF AN ANIMAL FEEDLOT OR MANURE STORAGE AREA
HAVING A CAPACITY OF 300 TO 999.9 ANIMAL UNITS (AU).
CONSTRUCTION SHORT FORM (CSF) PERMIT NUMBER: MPCA-CSF 0456**

Permittee: Teresa Havemeier, Wayne Havemeier
Facility name: Wayne Havemeier and Teresa Havemeier
Facility Address: 53095 Fort Road
New Ulm, MN 56073
Registration number: 103 127729
Maximum AU capacity: 900 AU
Issuance date: April 8, 2022
Expiration date: April 7, 2024 (11:59 p.m.)

The state of Minnesota, on behalf of its citizens through the Minnesota Pollution Control Agency (MPCA), authorizes the Permittee named above to construct and/or expand the proposed facilities described in the permit application and related submittals. Any design plans and specifications prepared for the proposed construction or expansion, including approved amendments, are incorporated by reference into this permit.

The Permittee must comply with the planning, design, construction, notification, and operation requirements of Minn. R. 7020.2000 to 7020.2225, and all applicable requirements in Minn. Stat. chs. 115 and 116, as amended, and Minn. R. chs. 7001, 7020, 7050, and 7060.

This permit is effective on the issuance date identified above and supersedes any previous animal feedlot permit coverage. This permit expires at midnight on the expiration date identified above.

Signature: *Mark P. Gernes*

for the Minnesota Pollution Control Agency

This document has been electronically signed.

Mark P. Gernes
Environmental Specialist
Watershed Division

ATTACHMENT E.3
M.P.C.A. Feedlot Permit

Permit issued: April 8, 2022
Permit expires: April 7, 2024

MPCA-CSF 0456
Page 2 of 5

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2. Permit requirements.....	4

Permit issued: April 8, 2022
Permit expires: April 7, 2024

1. Authorized facility components

Site description	Component description	Status	Type	Length (ft)	Width (ft)	Depth (ft)	Capacity	Units	Animal type	Head
Wayne Havemeier and Teresa Havemeier	Barn 1	Proposed	Total Confinement with Underfloor Liquid Storage	200	122				Swine 55-300 lbs	3,000
Wayne Havemeier and Teresa Havemeier	LMSA 1	Proposed	LMSA - Under Total Confinement Barn	200	122	8	1,176,400	gallons		

2. Permit requirements

1.1	Construction Requirements. [Minn. R. 7020]
1.2	Construction that disturbs one to less than five acres - The Permittee is granted coverage under the National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) Construction Stormwater General Permit for any projects that disturb one to less than five acres of soil. The Permittee must comply with the requirements of the general construction stormwater permit including the development of a Stormwater Pollution Prevention Plan (SWPPP) prior to construction activities and implementation of sediment controls during construction. The current Construction Stormwater General Permit is available on the MPCA website at http://www.pca.state.mn.us . [Minn. R. 7090.2020]
1.3	Construction that disturbs 5 or more acres - If the construction activities disturb five or more acres of soil the Permittee is required to submit an application for coverage under a NPDES/SDS Construction Stormwater Permit prior to commencement of construction. [Minn. R. 7090.2020]
2.1	Additional Requirements for Liquid Manure Storage Area (LMSA) Construction. [Minn. R. 7020]
2.2	The Permittee shall notify MPCA at least three (3) working days prior to the start of construction of each LMSA. The Permittee shall notify the MPCA via telephone or electronic mail. [Minn. R. 7020.2100]
2.3	The Permittee shall notify MPCA within three (3) working days of completing construction of each LMSA and before backfill against vertical concrete-lined walls. The Permittee shall notify the MPCA via telephone or electronic mail. [Minn. R. 7020.2100]
2.4	The Permittee shall ensure that the construction inspections required by Minn. R. 7020.2100, subp. 6. are performed. [Minn. R. 7020.2100]
2.5	<p>The Permittee shall submit a construction report to the MPCA within 60 working days of completion of the LMSA. The report shall be prepared and signed by the design engineer and shall contain the following:</p> <p>a) An assessment by the design engineer of whether the completed LMSA conforms to the plans and specifications approved by the MPCA;</p> <p>b) The completed <i>Liquid Manure Storage Area Construction Inspection Form (wq-f8-93)</i>; and</p> <p>c) As-built plans that contain, in detail, the final construction plans and specifications for the LMSA(s), as well as details of any changes made during construction to the original MPCA approved plans and specifications. [Minn. R. 7020.2100]</p>
2.6	The Permittee may commence operation of a LMSA prior to submittal of the required construction report. However, the MPCA may require removal of any material within the LMSA if the construction report indicates the LMSA does not conform to the approved plans and specifications. [Minn. R. 7020.2100]
3.1	General Conditions. [Minn. R. 7020]
3.2	Extensions - If the work authorized by this permit cannot be completed prior to expiration of the permit, you may request an extension of up to 24 months. The request must be received at least 90 days prior to expiration of the permit and comply with Minn. R. 7020.0535, subp. 5. [Minn. R. 7020.0535, Subp. 5]
3.3	The agency's issuance of a permit does not release the permittee from any liability, penalty, or duty imposed by Minnesota or federal statutes or rules or local ordinances, except the obligation to obtain a permit. [Minn. R. 7001.0150, Subp. 3]
3.4	The agency's issuance of a permit does not prevent the future adoption by the agency of pollution control rules, standards, or orders more stringent than those now in existence and does not prevent the enforcement of these rules, standards, or orders against the Permittee. [Minn. R. 7001.0150, Subp. 3]
3.5	The permit does not convey a property right or an exclusive privilege. [Minn. R. 7001.0150, Subp. 3]
3.6	The agency's issuance of a permit does not obligate the agency to enforce local laws, rules, or plans beyond that authorized by Minnesota statutes. [Minn. R. 7001.0150, Subp. 3]
3.7	The Permittee shall perform the actions or conduct the activity authorized by the permit in accordance with the plans and specifications approved by the agency and in compliance with the conditions of the permit. [Minn. R. 7001.0150, Subp. 3]
3.8	The Permittee shall at all times properly operate and maintain the facilities and systems of treatment and control and the appurtenances related to them which are installed or used by the Permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality

	assurance procedures. The Permittee shall install and maintain appropriate backup or auxiliary facilities if they are necessary to achieve compliance with the conditions of the permit and, for all permits other than hazardous waste facility permits, if these backup or auxiliary facilities are technically and economically feasible. [Minn. R. 7001.0150, Subp. 3]
3.9	The Permittee may not knowingly make a false or misleading statement, representation, or certification in a record, report, plan, or other document required to be submitted to the agency or to the commissioner by the permit. The Permittee shall immediately upon discovery report to the commissioner an error or omission in these records, reports, plans, or other documents. [Minn. R. 7001.0150, Subp. 3]
3.10	The Permittee shall, when requested by the commissioner, submit within a reasonable time the information and reports that are relevant to the control of pollution regarding the construction, modification, or operation of the facility covered by the permit or regarding the conduct of the activity covered by the permit. [Minn. R. 7001.0150, Subp. 3]
3.11	When authorized by Minnesota Statutes, sections 115.04; 115B.17, subdivision 4; and 116.091, and upon presentation of proper credentials, the agency, or an authorized employee or agent of the agency, shall be allowed by the Permittee to enter at reasonable times upon the property of the Permittee to examine and copy books, papers, records, or memoranda pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the permit; and to conduct surveys and investigations, including sampling or monitoring, pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the permit. [Minn. R. 7001.0150, Subp. 3]
3.12	If the Permittee discovers, through any means, including notification by the agency, that noncompliance with a condition of the permit has occurred, the Permittee shall take all reasonable steps to minimize the adverse impacts on human health, public drinking water supplies, or the environment resulting from the noncompliance. [Minn. R. 7001.0150, Subp. 3]
3.13	If the Permittee discovers that noncompliance with a condition of the permit has occurred which could endanger human health, public drinking water supplies, or the environment, the Permittee shall, within 24 hours of the discovery of the noncompliance, orally notify the commissioner. Within five days of the discovery of the noncompliance, the Permittee shall submit to the commissioner a written description of the noncompliance; the cause of the noncompliance; the exact dates of the period of the noncompliance; if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. [Minn. R. 7001.0150, Subp. 3]
3.14	The Permittee shall report noncompliance with the permit not reported under the previous condition as a part of the next report, which the Permittee is required to submit under this permit. If no reports are required within 30 days of the discovery of the noncompliance, the Permittee shall submit the information listed in the previous condition within 30 days of the discovery of the noncompliance. [Minn. R. 7001.0150, Subp. 3]
3.15	The Permittee shall give advance notice to the commissioner as soon as possible of planned physical alterations or additions to the permitted facility or activity that may result in noncompliance with a Minnesota or federal pollution control statute or rule or a condition of the permit. [Minn. R. 7001.0150, Subp. 3]
3.16	The permit is not transferable to any person without the express written approval of the agency after compliance with the requirements of part 7001.0190, or 7020.0405, subp. 4 if applicable. A person to whom the permit has been transferred, or reissued, shall comply with the conditions of the permit. [Minn. R. 7001.0150, Subp. 3]
3.17	The permit authorizes the Permittee to perform the activities described in the permit under the conditions of the permit. In issuing the permit, the state and agency assume no responsibility for damage to persons, property, or the environment caused by the activities of the Permittee in the conduct of its actions, including those activities authorized, directed, or undertaken under the permit. To the extent the state and agency may be liable for the activities of its employees, that liability is explicitly limited to that provided in the Tort Claims Act, Minnesota Statutes, section 3.736. [Minn. R. 7001.0150, Subp. 3]

Odor From Feedlots Setback Estimation Tool (OFFSET)

4/11/2022

Wayne Havemeier

MNG CSF0456

11-09-100-004

Swine 900 AU

		width (ft)	length (ft)	# of source	Odor emission #	Odor control factor	Odor emission factor
Source 1	Barn #1 Swine Finishing; Deep pit	122	200	1	34	1	82.96
Source 2							0.00
Source 3							0.00
Source 4							0.00
Source 5							0.00
Source 6							
Source 7							

Total odor emission factor

82.96

Distance to nearest non accessory dwelling

1920' to ne
1865' to n
2874' to nw
3570' to se
4260' to sw
20,000 to Klossner
33,000 to Lafayette

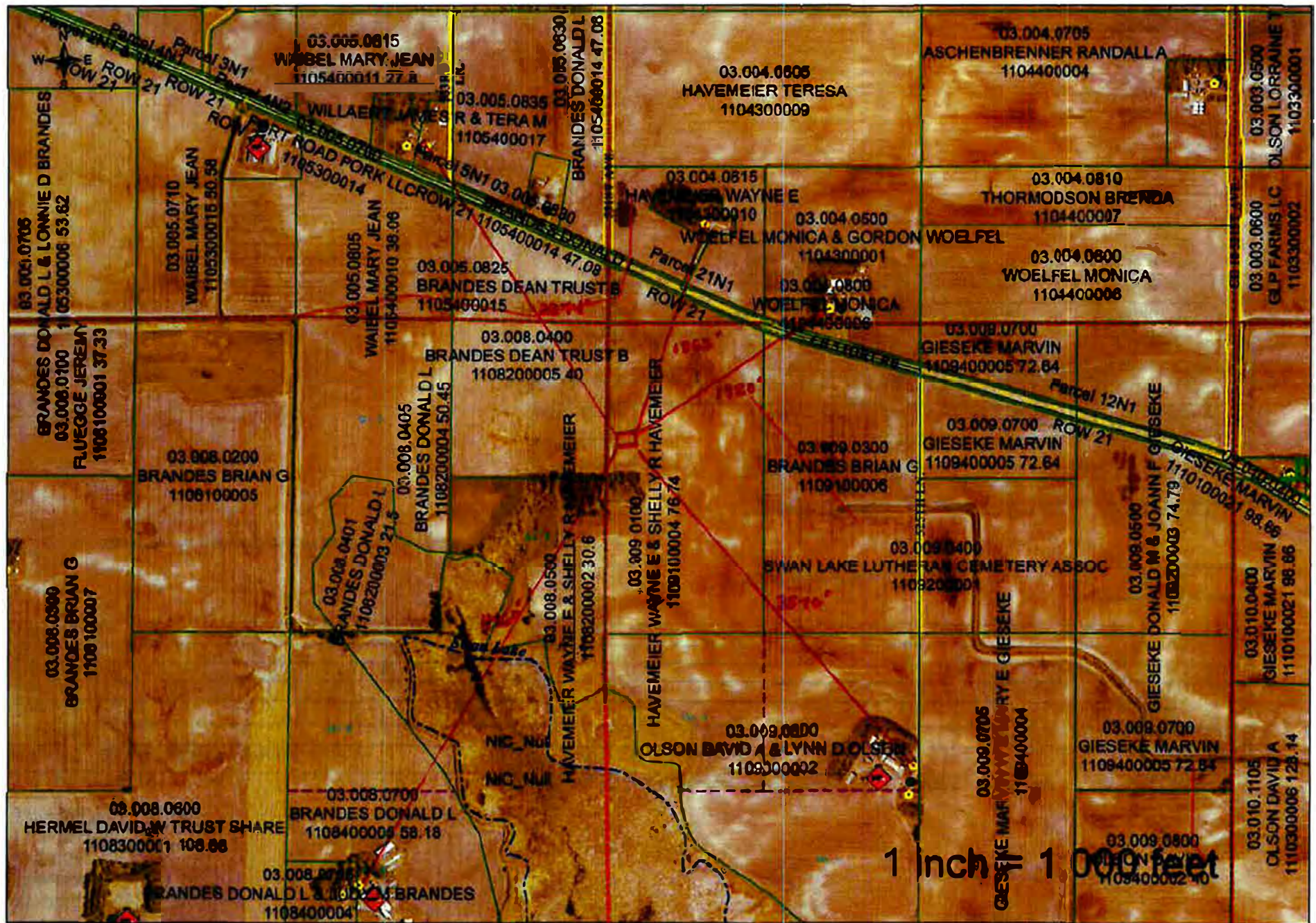
Annoyance free level

Setbacks (feet)

Setbacks (mile)

99%	6020.70	1.14
98%	3584.17	0.68
97%	2286.76	0.43
96%	1689.80	0.32
94%	1212.82	0.23
93%	1089.14	0.21
91%	849.05	0.16

Note: Frequencies 99%, 98%, 97%, 95%, 93% are equivalent to 7,14,22, 36, 50 hrs. /mo, respectively



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

Marvin & Mary Gieseke
51680 Fort Rd
New Ulm, MN 56073

David & Lynn Olson
41792 525th Ln
New Ulm, MN 56073

Swan Lake Lutheran Cemetery
Association
51680 Fort Rd
New Ulm, MN 56073

Dean Brandes Trust
43424 553Rd Ln
Courtland, MN 56021

Marvin Gieseke
51680 Fort Rd
New Ulm, MN 56073

Joey Fischer & Kala Breuker
52956 Fort Rd
New Ulm, MN 56073

Randall & Nicole Aschenbrenner
40636 521st Ave
New Ulm, MN 56073-4344

Wayne & Shelly Havemeier
41230 441St Ave
Nicollet, MN 56074

Monica Woelfel
28870 Impala Ave
Wabasso, MN 56293

Monica & Gordon Woeflel
28870 Impala Ave
Wabasso, MN 56293

Donald Brandes
53619 422nd St
New Ulm, MN 56073

Brian Brandes
53737 430th St
Courtland, MN 56021

Wayne Havemeier
41230 441St Ave
Nicollet, MN 56074

Mary Waibel
45438 541st Ave
Courtland, MN 56021

Sarah Kelley
Brighton Township Clerk
53724 Fort Rd
New Ulm, MN 56073



03/01/2022 - 04/30/2022 Permit Report

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME
BLD22-00027	SSTS Permit	Septic for a new residence/shed combination unit	47273 435TH AVE NICOLLET, MN 56074	TC FARMS LLC
BLD22-00028	SSTS Permit	Replacement septic system for a 3 bedroom house. Replacement for property transfer	37508 US HIGHWAY 169 ST PETER, MN 56082	PHILLIPS MARY A
BLD22-00029	SSTS Compliance Inspection	Compliance inspection required from property transfer.	53415 409TH AVE N MANKATO, MN 56003	VALLEY CUSTOM PROPERTIES INC
BLD22-00030	SSTS Compliance Inspection	Compliance inspection required from property transfer.	37789 STATE HIGHWAY 22 ST PETER, MN 56082	QUIST NATHAN & MARIA QUIST
BLD22-00031	SSTS Compliance Inspection	Compliance inspection required from property transfer.	52991 DEERWOOD TRL N MANKATO, MN 56003	CLEMENT MARY JEAN & THOMAS ALLEN CLEMENT
BLD22-00032	SSTS Compliance Inspection	Compliance inspection required from property transfer.	40322 COUNTY ROAD 15 ST PETER, MN 56082	RANWEILER ROSE E
BLD22-00033	SSTS Compliance Inspection	Compliance inspection required from property transfer.	40027 STATE HIGHWAY 22 ST PETER, MN 56082	RODNING NICHOLAS P. & JANET L. RODNING
BLD22-00034	SSTS Compliance Inspection	Compliance inspection required from property transfer.	36007 571ST AVE LAFAYETTE, MN 56054	FLUEGGE RHILEY
BLD22-00035	Structure Permit	new 45 x 48 pole shed to be used as a garage.	39442 356TH ST LE SUEUR, MN 56058	REGENSCHEID GLEN J REVOCABLE TRUST
BLD22-00036	SSTS Permit	Septic for new 3 bedroom house. New 1500/2 septic tank, new 500 pump tank and new mound soil treatment area designed for this location. Soil verification required before installation.	0	UMHOFER SCOTT & KIM UMHOFER
BLD22-00037	SSTS Compliance Inspection	Compliance inspection required from property transfer.	42030 JUDSON BOTTOM RD N MANKATO, MN 56003	VOIGHT CODY J
BLD22-00038	SSTS Compliance Inspection	Compliance inspection required from property transfer.	49794 491ST AVE COURTLAND, MN 56021	RENGSTORF NICHOLAS
BLD22-00039	SSTS Compliance Inspection	Compliance inspection required from property transfer. Inspection received 1 year after inspection completed. Deadline is 3/30/2025	51731 COUNTY ROAD 21 COURTLAND, MN 56021	BRITTANY A PHILLIPS AND NATHANAE P PHILLIPS
BLD22-00040	SSTS Permit	Holding tank for new shop bathroom. Pumping contact with Jadd Seppmann & Sons. Approval from City of Nicollet granted for new building and plumbing to a holding tank.	2 MAIN ST NICOLLET, MN 56074	DORN KEVIN J & BARBARA J
BLD22-00041	SSTS Compliance Inspection	Compliance inspection for property transfer	38417 490th ST St Peter, MN 56082	HOLMGREN MARK A & DIANNA L HOLMGREN
BLD22-00042	Structure Permit	Two 48' diameter and one 36' diameter grain bins, 18' hopper bin, and 52' x 8' grain dryer. Controller and additional bins to be permitted separately at a later date.	0	MANN ERIK
BLD22-00044	Structure Permit	1339 square foot home addition, 4 bedrooms total.	42112 FORT RD ST PETER, MN 56082	YOST CHARLES & JESSICA YOST
BLD22-00045	Structure Permit	Construct a new 4 bedroom house 43' x 52.5' and attached garage 30'x36'. 3338 total sq feet. New septic design from Rodning Excavating	35763 641ST AVE GIBBON, MN 55335	STREITREY & ALLISON STREI
BLD22-00046	Structure Permit	28x26 House addition including living space, and office and a covered porch. No basement.	48482 376TH ST NICOLLET, MN 56074	PICHELMANN PAUL N & RACHEL E PICHELMANN
BLD22-00047	SSTS Permit	Replacement Septic System for a 3 bedroom house located in shoreland and floodplain. Variance(s) required for installation due to the location of the property.	41576595TH LN NEW ULM, MN 56073	DINSE LUKE M & HANNAH L DINSE
BLD22-00048	Renewable Energy Permit	New small solar energy system consisting of 5 photovoltaic panels generating up to 34KW of AC power.	68274 FORT RD FAIRFAX, MN 55332	MEYER BRIAN
BLD22-00049	Structure Permit	Construct a new 3 bedroom patio house (24x52) with attached/farm shop building 108x118 total (12744 sqft). Construct a new detached 80x162 (12960 sqft) cold storage for farm equipment.	47273 435th Ave Nicollet, MN 56074	HEWITT TRAYTON
BLD22-00050	Structure Permit	New 12' x 12' laundry room addition to an existing home.	52213 466TH ST COURTLAND, MN 56021	FITZNER MARK W LIVING TRUST
BLD22-00051	Structure Permit	New 60' wide 60' tall grain bin on a concrete slab, replacing two older grain bins at the same location.	38579 413TH AVE ST PETER, MN 56082	ANNEXSTAD GRANT
BLD22-00052	SSTS Compliance Inspection	Compliance inspection for Main house on property for property transfer	49096 US HIGHWAY 14 NICOLLET, MN 56074	DOMER WANDA
BLD22-00053	Structure Permit	New 3 bedroom house with attached garage (3996 sq ft) and a detached shed with a bathroom and small kitchenette (2640 sq ft) New address to be assigned	0	UMHOFER SCOTT & KIM UMHOFER
BLD22-00054	SSTS Permit	New Septic system for a replacement house	40680 436TH ST ST PETER, MN 56082	SEITZER GERALD FRANK TRUST ETAL
BLD22-00055	Structure Permit	New Detached Garage 25x26 (650 sqft) No Plumbing No Heat.	61360350TH ST GIBBON, MN 55335	FRANTA BRUCE
BLD22-00056	Structure Permit	New 48' diameter grain bin on a concrete slab. A split and combination was recorded to provide enough rooms to meet setbacks.	45998 531ST AVE COURTLAND, MN 56021	FITZNER BROTHERS INC
BLD22-00057	SSTS Permit	Replacement septic system for a 3 bedroom house. Mound placed on adjoining parcel meeting all applicable setbacks	47506 411TH AVE N MANKATO, MN 56003	PETERS JEROME M & MARLYS J PETERS

03/01/2022 - 04/30/2022 Permit Report

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME
BLD22-00058	SSTS Permit	Replacement septic system for a 3 bedroom house. New tanks and new mound drainfield	40683 PURRIER CT N MANKATO, MN 56003	APPEL DONNA M
BLD22-00059	SSTS Permit	Replacement septic system for a 3 bedroom house. Existing system tank collapsed	62048 400TH LN NEW ULM, MN 56073	TANLEY CAROL A & MARYLOU A DAVIS
BLD22-00060	Structure Permit	New 32 x 50 personal storage shed.	67377 FORT RD FAIRFAX, MN 55332	FORSTCHAD & AUDRA FORST
BLD22-00061	Structure Permit	new 72' 1" x 50' home/shed combination.	0	LEE A THOMPSON LLC
BLD22-00062	Structure Permit	New 12' x 12' (144 sf) home addition. Same as BLD18-00174, but this permit expired without the structure being built.	47005 COUNTY ROAD 13 ST PETER, MN 56082	BLUE LEE E & KATHLEEN T
BLD22-00063	SSTS Compliance Inspection	Compliance inspection for property transfer	37122 358TH ST ST PETER, MN 56082	CARRINGTON MORTGAGE SERVICES
BLD22-00064	Structure Permit	New 52' x 48' shed, replacing existing shed.	38890 521ST AVE NEW ULM, MN 56073	WEBSTER MICHAEL A
BLD22-00065	Sign Permit	New 911 address with sign, post, and mailbox support.	0	LEE A THOMPSON LLC
BLD22-00066	SSTS Compliance Inspection	Compliance inspection for construction permit	37517 375TH AVE ST PETER, MN 56082	GREY BRIAN & PEGGY GREY
BLD22-00067	SSTS Compliance Inspection	Compliance for Property Transfer	40018 391ST AVE ST PETER, MN 56082	HAGER REAL ESTATE HOLDINGS LLC
BLD22-00068	SSTS Compliance Inspection	Compliance inspection for Property Transfer	40683 PURRIER CT N MANKATO, MN 56003	APPEL DONNA M
BLD22-00069	SSTS Compliance Inspection	Compliance inspection for property transfer	47507 391ST LN ST PETER, MN 56082	THORN RAYMOND C TESTAMENTARY TRUST
BLD22-00070	SSTS Compliance Inspection	Compliance inspection for property transfer	44822 551ST AVE COURTLAND, MN 56021	LUCAS LAVERN - LE
BLD22-00071	SSTS Compliance Inspection	Compliance inspection for property transfer	52899 MINNEWAUKON CT N MANKATO, MN 56003	WEILAGE SCOTT B
BLD22-00072	SSTS Compliance Inspection	Compliance inspection for property transfer	53590 409TH AVE N MANKATO, MN 56003	ALBRECHT FAMILY TRUST
BLD22-00073	SSTS Compliance Inspection	Compliance inspection for property transfer	59549 414TH LN NEW ULM, MN 56073	ANDREWS SHAWN H & KELCEY K ANDREWS
BLD22-00074	Structure Permit	New 26' x 32' garage. Variance PLN 22-02 was granted to allow this structure to be constructed in the front yard.	61797 SUNSET LN NEW ULM, MN 56073	FREIER TOBY & AMANDA FREIER
BLD22-00075	SSTS Compliance Inspection	Compliance inspection for property transfer	61785 SUNSET LN NEW ULM, MN 56073	MURRAY JAMES J & ELIZABETH A MURRAY
BLD22-00076	SSTS Permit	Replacement septic system with new mound and new septic and pump tanks designed for this house.	51743 350TH ST LAFAYETTE, MN 56054	PETTERSON DUANE G
BLD22-00077	SSTS Permit	Replacement septic system for a 5 bedroom house	38125 HONEYSUCKLE LN N MANKATO, MN 56003	MIAO JING & QINGFENG FAN
BLD22-00078	SSTS Permit	New house to replace house destroyed by fire. New soil treatment area and new tanks designed for this house	50059 461ST AVE NICOLLET, MN 56074	SOOST JOHN C & MARY BETH SOOST
BLD22-00079	Structure Permit	New 60' x 136' equipment washing shed, new 24' x 70' covered sick cattle pin, new 5000 waste storage tank.	35407 595TH AVE LAFAYETTE, MN 56054	C & J WASTE HANDLING LLC
BLD22-00080	Structure Permit	New 26 x 30 replacement garage.	48455 455TH AVE NICOLLET, MN 56074	NETZKE CEDRIC M & CARMELITA NETZKE
BLD22-00081	Structure Permit	New 30 x 30 personal storage shed.	47780 451ST AVE NICOLLET, MN 56074	NETZKE BENJAMIN H
FDL22-00001	Feedlot Construction	Existing feedlot of less than 10 AUs expanding to over 10 AUs.	41114387TH AVE ST PETER, MN 56082	WEBER NICK A

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider Award of 2022 Bituminous Materials (Asphalt Emulsion) Contract	
Primary Originating Division/Dept.: Public Works Contact: Seth Greenwood, P.E. Title: PWD/County Engineer Amount of Time Requested: 5 minutes Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer	Meeting Date: 05/24/2022 Item Type: (Select One) Regular Agenda Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets	
BACKGROUND/JUSTIFICATION: Bid are to be received and opened on May 23, 2022 at 11:00 AM at Nicollet County Public Works. Results of the bid opening will be presented at the May 24, 2022 Board Meeting along with a recommendation on action.	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
ACTION REQUESTED:	
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One)	Total:
If "Increase or "Decrease," specify: Related Financial/FTE Comments:	

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Negative Drainage System Fund Balance Transfer	
Primary Originating Division/Dept.: Finance Contact: Heather McCormick Title: Finance Director Amount of Time Requested: 5 minutes Presenter: Heather McCormick Title: Finance Director	Meeting Date: 05/24/2022 Item Type: Regular Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Financial Security - prudent use of taxpayer resources <small>(Select One)</small>	
BACKGROUND/JUSTIFICATION: On December 18, 2018 the Board approved a Negative Ditch Fund Balance Policy in order to comply with State Statute Section 103E.655 - Paying Drainage System Costs. Fiscal Year 2021 is now complete. The attachment identifies the negative drainage system cash balance of -\$1,844,310.05. In order to cover this negative balance, we seek approval to temporarily transfer funds from the General Fund. The advancement to be repaid plus 4% interest as the funds become available in the individual ditch funds. We are seeking approval by unanimous resolution.	
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) 12/18/18, May'19, May'20, May'21	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
ACTION REQUESTED: Unanimously approve Transfer from General Fund to Drainage Fund	
FISCAL IMPACT: Other <small>(Select One)</small> If "Other", specify: FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:	FUNDING County Dollars = Other <small>(Select One)</small> Total:



**RESOLUTION APPROVING THE TRANSFER
OF FUNDS TO PAY FOR A NEGATIVE
DRAINAGE SYSTEM FUND BALANCE**



Whereas, MN Statute 103E.655 states the costs for a drainage project proceeding and construction must be paid from the drainage system account by drawing on the account; and

Whereas, MN Statute 103E.655 also states that if money is not available in the drainage system account on which the warrant is drawn, the board may, by unanimous resolution, transfer funds from any other drainage system account under its jurisdiction or from the county general revenue fund to the drainage system account. If the board transfers money from another account or fund to a drainage system account, the money plus interest must be reimbursed from the proceeds of the drainage system that received the transfer. The interest must be computed for the time the money is actually needed at the same rate per year charged on drainage liens and assessments; and

Whereas, the Nicollet County Ditch Fund has a negative balance as of 12/31/2021.

Whereas, Nicollet County adopted a Drainage System Fund Balance Policy on December 18, 2018.

Now, therefore, be it resolved that the Nicollet County Board of Commissioners approves the following transfer of funds from the General Fund to the Ditch Fund to cover a negative cash balance as of 12/31/2021:

County Ditches	
Ditch Inspector/Nathan	867.79
#3	7,550.51
#4A	(14,090.39)
#8A	(15,552.07)
#9 Improvement	9,081.59
#11	(7,003.59)
#12	7,806.46
#12 Lateral 1	0.00
#13A	(176,820.30)
#16A	1,409.41
#23	(358.87)
#24A	(13,577.81)
#27	(3,350.95)
#29A	92,513.93
#30A	(61,031.35)
#32A	(10,383.40)
#32A Lateral 1 B8	3,761.44
#33A	(50,955.90)
#35A	(4,441.04)
#38A	319.80
#39	(2,390.99)
#40A	(6,226.41)
#41	(280.29)
#46A Improvement	(6,567.18)
#47A	(6,439.87)
#48A	(19,236.97)
#49	2,907.52

#51A	2,074.21
#52	(3,974.39)
#53A	36,573.14
#58C	6,186.09
#59A	4,605.67
#61	13,106.88
#62A Improvement	105,824.74
#65	(5,717.81)
#70	30.03
#71	(14,787.79)
#72	5,289.39
#75	(2,694.61)
#76A	(31,395.99)
#77	(22,149.30)
#77 Lateral 1 B4	2,947.70
#77 Lateral 2	(478,550.21)
#77 Lateral 3	2,426.35
#78	(28,314.49)
#78 Lateral 2 B4	(6,461.40)
#79	(211,671.26)
#80	6,731.51
#81	20,747.13
#82	(53,349.76)
#83	2,852.81
#84	(3,226.00)
#85	(169.47)
#86A	(550,105.97)
#86A Lateral 1	0.00
#87	(1,846.25)
#88	3,281.55
#90	(200,772.90)
#91	651.01
#92	4,034.32
#94	1,356.49
#95	(404.32)
#96	3,987.41
#97	(576.99)
Judicial Ditches	
Joint JD 1A NS	(54,530.88)
JD 1A Lateral 2 NS	(136.39)
JD 6 NS	1,281.56
JD 12 NS	(73,006.72)
JD 13 NS	(2,388.19)
JD 14 NS	321.89
JD 15 NS	(20,014.02)
JD 16 NS	(4,538.19)
JD 1 SN	(3,159.64)
JD 1 Lateral 1 SN	(5,710.10)
JD 1 Lateral 1 3B SN	(1,554.03)
JD 3 SN	(1,206.06)
JD 5 SN	(6,082.44)
JD 6A SN	(1,463.83)
JD 6A LA SN	2,024.11
JD 14 SN	(1,712.93)
JD 20 SN	(9,031.26)
JD 7 SRN	2,634.15
JD 13 SRN	3,400.74
JD 13 LA SRN	(1,034.06)
JD 31 RSN	(2,452.35)
Total Ditches	(1,844,310.05)

Therefore, be it further resolved, that the transfer of said funds will be done in accordance with the Nicollet County Drainage System Fund Balance Policy.

Dated this 24th day of May, 2022.

Marie Dranttel, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Prosecutor by Karpel -- Record Management System	
Primary Originating Division/Dept.: County Attorney Contact: Michelle Zehnder Fischer Title: County Attorney Amount of Time Requested: 5 minutes Presenter: Michelle Zehnder Fischer Title: County Attorney	Meeting Date: 05/24/2022 Item Type: Regular Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Technology Solutions - invest in tools to create efficiencies <small>(Select One)</small>	
BACKGROUND/JUSTIFICATION: <p>The County Attorney's Office currently utilizes MCAPS as its file and records management system. The County Attorney's Office sought other alternatives to MCAPS as a records management system and examined the use of Prosecutor by Karpel. This examination included a demonstration by the company, consultation with other County Attorney's Offices utilizing the program including those that had converted from MCAPS, and a site visit to another office to observe the use of the program. Prosecutor by Karpel includes increased efficiencies for records management, facilitates remote use of the program, includes enhanced applications to disclose media to opposing counsel, built-in capacity for the generation of data for grant reporting for the victim services grant, and overall enhanced capabilities for file management.</p> <p>Application will be made to utilize American Rescue Plan Act funds to pay for initial cost of the program. The current annual support cost for Prosecutor by Karpel is \$11,750 which is less than the current annual support cost of MCAPS. The annual support cost of MCAPS is expected to increase. Financial obligations for this contract would be included in the 2023 budget.</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 checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
ACTION REQUESTED: Designation of authority to execute a contract with Prosecutor by Karpel for implementation in 2023.	
FISCAL IMPACT: NOT in current budget <small>(Select One)</small> If "Other", specify: * FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:	FUNDING County Dollars = Other \$88,450 from ARPA funds <small>(Select One)</small> Total: \$88,450



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

**NICOLLET COUNTY ATTORNEY'S OFFICE
NICOLLET COUNTY, MINNESOTA**

CONTRACT FOR



PROSECUTORbyKarpel® & HOSTEDbyKarpel®

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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and Nicollet County, a political subdivision of the State of Minnesota (hereinafter referred to as “Client”) is for the purposes of reviewing this proposal and to enter into this Agreement, together with the Master Terms and Conditions expressly incorporated herein, with respect to the license of Karpel Solutions’ copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as “PbK”).

1. DEFINITIONS

1. “Confidential Information” means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. “Client Content” means all data, information, documents, and files Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
3. “Enhancements” means any specific configurations or customizations to the Software, which Client may request, and Karpel Solutions agrees in writing to provide.
4. “Documentation” means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
5. “Intellectual Property” (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights provided by applicable law.
6. “Hosted” or “Hosting” means the act of providing service and access to Client Content by the Internet.
7. “Personally Identifiable Information” (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.

8. "PbK" mean the PROSECUTORbyKarpel® case management system and specifically the Client's licensed copy of PbK.
9. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of PbK through the Website.
10. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
11. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
12. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service.

2. SCOPE OF WORK

Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

<u>PROSECUTORbyKarpel Implementation Timeline</u>		
<u>Deadline</u>		<u>Approximate Days Out</u>
	Project Pre-Implementation Meeting scheduled. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction (if applicable). The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible. Assigned Resources: Karpel project manager. Customer project manager.	180
	Server & PC assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites. Assigned Resources: Customer project manager and IT personnel.	170
	Remote pre-implementation meeting with project manager and System Administrators. Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions, reports and interface definitions. PbK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted. Review of timeline to meet scheduled "go live" date. Assigned Resources: Karpel project managers. Customer project manager, system administrator(s).	150

	<p>Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.</p> <p>Assigned Resources: Karpel project managers, Customer project manager, system administrator(s).</p>	135
	<p>1st Data Conversion Webinar is reviewed on Karpel servers along with the PbK Pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Interfaces are reviewed and analyzed to define testing procedures. (*at this point, data conversions will be repeated as many times as deemed as necessary over the next 130 days to correct data conversion anomalies reported in the data validation spreadsheets.) Review of timeline to meet scheduled "go live" date.</p> <p>Assigned Resources: Karpel project managers, Karpel data migration specialist. Customer project manager, system administrators, selected data validation users.</p>	130
	<p>Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet. Review of timeline to meet scheduled "go live" date.</p> <p>Assigned Resources: Karpel project managers, Customer project manager/ system administrator(s).</p>	100
	<p>Installation of SQL and PbK on the hosted site by Karpel will begin. Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.</p> <p>Assigned Resources: Karpel project manager, 2 Karpel technicians. Customer project manager and IT personnel.</p>	100
	<p>Teleconference status meeting with Karpel and agency project manager will occur to discuss pre-load completion and workstation application installation and testing.</p> <p>Assigned Resources: Karpel project managers. Customer project manager/ system administrator(s).</p>	90
	<p>The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PbK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.</p> <p>Assigned Resources: Karpel project manager, Karpel data migration specialist. Customer project manager and IT personnel.</p>	90

	<p>Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified. Review of timeline to meet scheduled "go live" date.</p> <p>Assigned Resources: Karpel project manager. Customer project manager/system administrator(s).</p>	90
	<p>Remote Mock-Go Live Data Conversion Review - Karpel will install the preliminary data conversion on the Agency's pre-production site for this Webinar including completed Document templates and Event Entry Configuration. Agency will begin validating the accuracy of Defendants, Co-Defendants, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will begin. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin testing of all application interfaces.</p> <p>Assigned Resources: Karpel project managers, Karpel data migration specialist. Customer project manager, system administrator(s), selected data validation users.</p>	63
	<p>Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.</p> <p>Assigned Resources: Karpel project managers. Customer project manager/system administrator(s).</p>	56
	<p>Remote document template conversion review- Customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.</p> <p>Assigned Resources: Karpel project manager, document conversion specialist. Customer project manager/system administrator(s), selected data validation users.</p>	45
	<p>Remote Mock-Go Live Data Conversion Review and Final system walkthrough- Karpel will perform a final system, document, data and application walkthrough with agency. Karpel will perform formal training of the system administrators. Karpel will install the second data conversion on the Agency's pre-production site. Agency will continue validating the accuracy of data. Agency project manager will report all inaccuracies to Karpel. Application and interface testing is finalized.</p> <p>Assigned Resources: Karpel project manager, trainer. Customer project manager, system administrator(s), selected data validation users.</p>	30
	<p>Complete installation and testing of all workstations by Karpel Solutions or local IT support.</p> <p>Assigned Resources: Karpel project manager. Customer IT personnel.</p>	15
	<p>Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.</p> <p>Assigned Resources: Karpel project manager. Customer project manager, system administrator(s).</p>	7
	<p>Final Legacy Data received by Karpel.</p> <p>Assigned Resources: Karpel project manager, data migration specialist. Customer project manager, IT personnel.</p>	3

April 24, 2023	Final Data Conversion is loaded. User training continues. Customer begins using PbK in a live state.	<u>Go Live</u>
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(hereinafter referred to as “the Project Timeline”).

The Project Timeline may be modified as mutually agreed upon by Client and Karpel Solutions.

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK. However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

3. OTHER WORK

Any additional work requirements outside the scope of this Agreement must be presented in the form of a written change order and must be approved by Client prior to start of such work. No additional charges will be incurred without prior written approval from Client.

4. GENERAL CLIENT RESPONSIBILITIES & OBLIGATIONS

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. PbK application access using Karpel Solutions laptops and Client’s network for training and application testing.
 - b. Installation of the Karpel Solutions remote support tool on all desktops accessing the PbK application. Failure of Client to provide access to enable support tool will render the Karpel Solutions support null and void.
3. Access to Client data and document templates (if applicable) that will be provided by Client if such data is to be converted and populated by Karpel Solutions into PbK.
 - a. Legacy data (*i.e.*, any data from Client’s current system which is being replaced under this Agreement) must be provided to Karpel Solutions within 10 days of project start date.
 - b. Document templates must be provided to Karpel Solutions within 20 days of project start date.
4. An authorized contact person with decision making authority to assist in the definition of any project unknowns.
 - a. Appointed decision maker must be present during the following activities:
 - i. Project kickoff
 - ii. Establishment of timeline

- iii. Interface definition meetings
 - iv. Document review signoff
 - v. Data conversion signoff
5. Sufficient time, if applicable, for all data reviews which will include a minimum of:
- a. Verification and review of ten (10) cases per year of any legacy system(s) data during each review.
 - b. Client is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible and an additional fee for this work may be required for the work required to fix the issue.
6. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth in the Cost Sheet may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Service and Website. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.
7. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, or re-publish for,, service bureau or hosting purposes any or all of the Software or Documentation; (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.
8. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software and/or Website without notice and at any time if Karpel Solutions suspects or has reason to suspect a security or data breach, if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party, if Client misuses the Software and/or Website, and/or if Client otherwise violates this Agreement. Karpel Solutions will provide note to client upon suspension of the Service and Website.

5. INVESTMENT SUMMARY

Karpel Solutions will perform its Services as set forth in this Agreement in exchange for payment as set forth below.

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel	10	\$2,250	\$22,500
Total Software			\$22,500

Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	10	\$50	\$500
Total Installation Services			\$1,500

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	8	\$150	\$1,200
Data Conversion: MCAPS	1	\$7,500	\$7,500
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	4	\$150	\$600
Document Template Setup, Training and Conversion of Up To 100 Document Templates	1	\$2,500	\$2,500
Total Professional Services			\$11,800

Onsite Training Services	Qty.	Price	Total
On Site Training (days)	5	\$2,400 2 resources	\$12,000
Total Onsite Training Services			\$12,000

Customization Services	Qty.	Price	Total
Interface: MNCIS	1	\$10,000	\$10,000
Interface: BCA	1	\$10,000	\$10,000
Interface: Public Defender's eDiscovery Portal	1	\$5,000	\$5,000
Total Customization Services			\$25,000

Total One-Time Costs			\$72,800
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Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	10	\$450	\$4,500
Unlimited eDiscovery	1	\$1,250	\$1,250
Interface Annual Support (MNCIS and BCA)	2	\$2,000	\$4,000
Interface Annual Support (Public Defender's eDiscovery)	1	\$1,000	\$1,000
Hosted Services (per user/year)	10	\$100	\$1,000
Total Annual Support Services			\$11,750

Estimated Travel Expenses	\$3,900
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Total First Year Cost**\$88,450**

Optional Items	Price
Interface: Law Enforcement RMS (per agency)	\$10,000
<i>Interface Annual Support (per interface)</i>	\$2,000
External Agency Portal (Limited Case Data View, Digital File Attachment, eSubpoena, eReferral)	\$10,000
<i>External Agency Portal Annual Support</i>	\$2,000
Custom Reports (per report)	\$1,000
Document Template Conversion After 100 Documents (per document)	\$25
Additional Storage After Included 2TB (per terabyte, per year)	\$1,000
Additional Storage After Included 2TB (per 100 terabytes, per year)	\$32,000

This pricing is based upon the following terms and conditions:

1. Interfaces must conform to the appropriate PROSECUTORbyKarpel® Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate PROSECUTORbyKarpel IEPD (i.e., require a new schema to be designed or database modification), will require Karpel Solutions and Client review before approval of both design and potential additional development and maintenance costs.
2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase 2.

PLEASE NOTE: THERE MAY BE ADDITIONAL COSTS FROM THE OTHER VENDOR(S), WHICH IS NOT INCLUDED WITHIN THE ABOVE PRICING FOR THIS CONTRACT, AND WHICH WILL BE BILLED SEPARATELY. CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.

3. Interfaces not currently in production will be considered as "Phase 2" and implemented post-go live.
4. Document templates to be converted for go-live must be received no later than 45 days after project kick off meeting. Any templates received after will be completed within 90 days after go-live.
5. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate PbK. Such expenses are solely the Client's responsibility.
6. Changes to the Project Timeline or project scope will impact other work of Karpel Solutions and will result in an increased financial burden to Karpel Solutions. As such, if a scheduled go-live date is changed by Client within 60 days of the go-live date, a penalty of 10% of the total first year costs may be assessed by Karpel Solutions as compensation to Karpel Solutions for costs incurred and lost time, including, but not limited to, costs associated with booked travel and accommodations

and time that will be lost on other client start dates as a result of Client's change to the Project Timeline.

7. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.
8. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of PbK. If the Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to the Client's bill at a flat rate of \$1,000 per 1TB, per year. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
9. Hosted eDiscovery services will be invoiced monthly at the rate of \$1 per submission to the hosted eDiscovery site if Client does not elect the unlimited annual fee option.
10. Statewide service is a free service provided to all PROSECUTOR by Karpel clients. To enroll in and activate this additional service, the *Memorandum Of Understanding at Appendix A* must be separately signed by the Client.
11. Travel expenses to be billed to the Client will include airfare, lodging, ground transportation and meals and incidental expenses.
12. As with any project, all prices herein are subject to change as new information arises that will alter or impact the project or as workload for the project increases. Karpel Solutions will seek approval from Client if additional work becomes necessary to make requested changes during the project.
13. In the event Client or Karpel terminates this Agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions as compensation for work to be performed by Karpel Solutions in connection with the return of Client Content and Confidential Information.

5.1 Payment Terms

50% of Software User Licenses is due and must be paid upon execution of this Agreement by Client, with the remaining amount, including first year annual fees, due and payable within thirty (30) days of completion of implementation of the Service and initial training provided to Client by Karpel Solutions.

TERM. Annual Fees in the Agreement will begin upon Client's go live month and will be due each year thereafter, unless Karpel Solutions or Client terminates this Agreement before the renewal date. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one-year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is

subject to change at the sole discretion of Karpel Solutions. Karpel Solutions will provide Client with at least ninety (90) days' notice of any pricing change prior to the renewal date.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

6. ANNUAL SUPPORT

6.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and the Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the System and/or Software as they become available during the terms of the contract. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

6.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all Software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

6.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of Software errors and the implementation of all PbK program changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed

support to meet the service level agreement. If this access is not allowed, support will be delayed and the service level agreement (severity levels) will no longer be applicable.

6.1.4 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time as follows:*

**If the remote support tool is not installed or available, all issues will fall into the general assistance and the severity levels are no longer applicable.*

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use PbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical Software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but are severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the Client.

Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software, unless otherwise authorized in writing by the Client.

General Assistance: For general Software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

6.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance Including, but not limited to, outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service, and related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software on the terms and conditions set forth in Section 8 below.

CLIENT OWNERSHIP: Client retains all rights, title, and interest in and to the Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable,

worldwide, fully paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

8. LICENSE TERMS AND USE

The Software, PbK, is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use PbK solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the Software. A separate license of PbK is required for each authorized user or employee. Each license of PbK may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined). The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that in the event of such breach by Client, Karpel Solutions shall be entitled to and Client must pay to Karpel Solutions the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training associated with each violation, in addition to any attorneys' fees and costs incurred by Karpel Solutions with respect to the same
3. This license does not transfer any rights to Software source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.
4. PbK and its Documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the Software or its Documentation, in whole or in part, except as expressly provided herein. Karpel Solutions retains all rights in any copy, derivative or modification to the Software or its Documentation no matter by whom made. PbK is licensed for single installations of one full time employee or two part-time employees as defined in Section 8.2 above. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.
5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors. In the event that a third party

seeks to compel disclosure and/or production of the Software, the Documentation, and/or the Website by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.

6. **Public Agency Participation:** Other public agencies may utilize the terms and conditions established by this Contract. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Nicollet County is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Vendor. Nicollet County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

9. WARRANTY

1. **LIMITED WARRANTY:** Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth in Section 9.5 below.
2. **INTERNET:** Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Client agrees that Karpel Solutions is not liable for and agreed to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. **SYSTEM REQUIREMENTS:** Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Services, or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.

4. **WARRANTY LIMITATION:** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software, Documentation, Website, or Services by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software, Documentation, Website, or Services in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software, Documentation, Website, or Services, (iv) misuse of the Software, Documentation, Website, or Services by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software, Documentation, Website, or Services not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
5. **DISCLAIMER:** THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.
6. **EXCLUSIVE REMEDIES:** If the Software, Documentation, Website, or Services provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions' sole obligation shall be to correct or modify the Software, Documentation, Website or Services, at no additional charge to Client. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming Services, even if such remedy fails of its essential purpose. In that event, Client may also elect to terminate this Agreement as set forth in Section 12 of this Agreement.

10. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO THE CLIENT SHALL BE LIMITED TO: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE**

COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS.

11. INDEMNIFICATION

CLIENT'S INDEMNIFICATION: Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, relating to the use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content as permitted by this Agreement that allegedly infringes upon or violates any third party Intellectual Property rights, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that allegedly violates privacy rights or other rights with respect to Personally Identifiable Information of a third party.

KARPEL SOLUTIONS' INDEMNIFICATION: Karpel Solutions will indemnify, defend, and hold harmless the Client from and against any claim or suit brought against Client alleging that the Software directly infringes upon or violates any valid U.S. Intellectual Property rights. Karpel Solutions shall have the right to select counsel for purposes of its defense obligations hereunder and will at all times have the right to control the defense of such claim or suit. Karpel Solutions will not be liable for any cost or expense incurred by Client in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent. Client agrees to cooperate with Karpel Solutions and to provide such assistance as may be requested by Karpel Solutions in connection with the defense of such claim or suit.

Notwithstanding the foregoing, Karpel Solutions shall not be obligated to defend or indemnify Client if the infringement claim is based solely or in part upon or arises out of: (i) any modification of or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or this Agreement, or (vi) use of the Software in a manner for which it was neither designed nor contemplated.

In no event shall Karpel Solutions' total liability and obligation under this Section exceed the total fees Client has paid to Karpel Solutions under this Agreement in the twelve (12) month period prior to the assertion or filing of such claim against Client. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property rights or with respect to the Software.

NOTIFICATION OBLIGATIONS OF INDEMNIFIED PARTIES: The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall

not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party in the event that the proposed settlement or disposal would materially adversely impact the indemnified party.

12. TERMINATION

TERMINATION: Client may terminate this Agreement upon thirty (30) days' notice to Karpel Solutions of Client's intent to terminate in the event that Karpel Solutions has failed to perform under or materially breaches this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If at the end of such thirty (30) day period, Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days' written notice for any reason. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER EXPIRATION OR TERMINATION: Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement.

13. GENERAL PROVISIONS

NOTICES: Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Matt Ziemianski, CEO
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
mziemianski@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and forum *non conveniens* in such court(s). If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement, together with the Master Terms and Conditions attached hereto and incorporated herein and all other attachments, constitutes the entire agreement between the parties, superseding all prior written and oral agreements. The parties hereto agree that this Agreement may not be modified, altered, or changed except by a written agreement signed by the parties hereto. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

Nicollet County, Minnesota

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____

Mailing Contact:

Mailing Address:

Billing Contact:

Phone Number: _____

Email Address: _____

Billing Address:

Tax Exempt? No ☐ Yes ☐ ***If yes, please attach copy of tax exempt certificate***

Agency Project Manager Contact:

Phone Number: _____

Email Address: _____

Project IT Contact:

Phone Number: _____

Email Address: _____

Initials _____

14. MASTER TERMS AND CONDITIONS

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"), MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. **ACCEPTANCE TERM.** The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. **MODIFICATION AND WAIVER.** Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
3. **ASSIGNMENT.** This Agreement will inure to the benefit of and be binding upon Karpel Solutions, Client, and Karpel Solutions' successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time and the Client's consent to such assignment or transfer is not needed.
4. **FORCE MAJEURE.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
5. **INDEPENDENT CONTRACTORS.** The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the other party's prior written approval.
6. **SOFTWARE ANOMALIES.** New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions' Services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' Services at the rate stated in the Agreement whether or not a successful solution is achieved.

7. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of PbK and license of PbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of PbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Absent extenuating circumstances or circumstances which lead Karpel Solutions to believe that there has been unauthorized use, reproduction, distribution or other exploitation of PbK by Client or Client's agents, Karpel Solutions will not conduct an audit more than once per year.
8. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
9. **MATERIALS.** Client Agrees to pay Karpel Solutions for materials purchased for the Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out of town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare provided these costs are discussed and approved in advance by Client. Billing for services rendered on-site on an as needed basis will include portal-to-portal (travel) time.
10. **COPYRIGHT.** Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.
10. **INTERNET AND NETWORK.** Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
11. **PASSWORD PROTECTION.** Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of PbK. Only the number of authorized users may access the Service and Website. Client must inform their

users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access PbK. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any unauthorized access to PbK and data or information contained therein, including without limitation, access caused by Client's failure to protect the login and password information of users.

12. **SYSTEM REQUIREMENTS.** Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.
13. **THIRD PARTY SOFTWARE.** Karpel Solutions makes no warranties, express or implied, as to any third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
14. **LIMITED ENGAGEMENT.** Karpel Solutions makes no warranties, express or implied, as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by the Client.

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising and training Karpel Solutions' employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services for others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years thereafter, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by the Company at the time of the solicitation, attempted solicitation, and/or hire.

CONFIDENTIALITY

1. **CONFIDENTIALITY.** Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with PbK may be confidential Personally Identifiable Information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client Agreements that Karpel Solutions is not liable and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.

3. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.
4. **SIMILAR PROGRAMS AND MATERIALS.** Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of Services provided to Client.
5. **INJUNCTIVE RELIEF.** The parties acknowledge that any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have available to it.

MARKETING

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.
2. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

MISCELLANEOUS

1. **ELECTRONIC DOCUMENTS.** To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to, facsimile documents and email. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. **SEVERABILITY.** If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

Appendix A

MEMORANDUM OF UNDERSTANDING (MOU) **BETWEEN NICOLLET COUNTY AND KARPEL SOLUTIONS** **FOR PARTICIPATION IN STATEWIDE DATA SHARING** **FOR PROSECUTORBYKARPEL®**

Parties:

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.
2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

Authority

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

Definitions

Confidential Information - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

Contributing Party - A Prosecuting Attorney's Office that is a party to this MOU.

Criminal Justice Information - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel and securely cached on HOSTEDbyKarpel for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.

HOSTEDbyKarpel - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

Information - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

Personally Identifiable Information - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include, but is not limited to, date of birth, social security numbers, addresses, and alias names.

PROSECUTORbyKarpel - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

Statewide Search - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

Purpose

The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice.

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.
2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.
3. Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.
4. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Ownership, Entry and Maintenance of Information

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.
2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.

3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Karpel Solutions on HOSTEDbyKarpel.
4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable, information is not alterable or changeable in the Statewide Search database in any way by any other Contributing Party.
5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.
6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent authorized by law, including the Freedom of Information Act, 5.U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.

Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.
2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.
3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.
4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.
5. Each Contributing Party is responsible for providing its own Internet connectivity to use Statewide Search.
6. Karpel Solutions is responsible for securely caching Information for use by the Statewide Search function. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.
7. Karpel Solutions is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Karpel Solutions accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.

8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies and procedures applicable to the Contributing Party.
9. All Contributing Parties agree that any information that is accessed through Statewide Search may only be disseminated in the furtherance of a legitimate law enforcement investigation or criminal prosecution.
10. All Contributing Parties agree that Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective as to each such party when an authorized representative of the party signs it.
2. This MOU shall remain in full force and effect for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.
3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions and the Contributing Parties may modify, address, and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU without obtaining the consent of all Contributing Parties provided that such does not conflict with this MOU.
4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if the Contributing Party is not in compliance with the terms of this MOU.
5. Upon termination of this MOU, Karpel Solutions agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

SO AGREED, the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

Nicollet County, Minnesota

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____

Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.

Bogus, Charles Robert Jr. Gang Member, Violent Criminal, Sex Offender, Strike 3

Entity: ☐ Entity: Bogus, Charles Robert Jr. DOB: 09-18-1968 Age: 50 Race of Birth: White Sex: Male Height: 6'02" Weight: 195 SSN: 919-99-9999
 Int: ☐ Int: 999 Losing His Way Address 1: White Race: Male Sex: Male Height: 6'02" Weight: 195 SSN: 919-99-9999
 Brady List: ☐ Address 2: Black Hair: Brown Eyes: Brown Phone: (555)555-5555 State ID: 53245243
 Unavailable: ☐ City: Saint Louis State: MO Zip: 63101 State-License#: CA 19191818238 List/Class/Exp: 665544333 Federal ID: 665544333
 Police: Walmart Employer: WRD-Ward of the Court 07-15-2015 Defendant Status: ☐ Deceased

Person Type: ☐ Deceased
 Contact Info: ☐ Deceased
 Address Hist: ☐ Deceased
 User Fields: ☐ Deceased
 Alias: ☐ Deceased
 Notes: ☐ Deceased
 Authorized: ☐ Deceased
 Relations: ☐ Deceased
 Schools: ☐ Deceased
 Marks/Tattoos: ☐ Deceased
 Gangs: ☐ Deceased
 Criminal Hist: ☐ Deceased

Statewide CLEAR

Defendant	Witness	CoDefendant	Documents	Subscriptions	Finance	Civil
Merced	03-01-2012	MSO 2014-05555	047-450671	CR-0032445	PC459 - First Degree Burglary, Person Presen...	F
Merced	03-01-2012	MSO 2014-05598	047-450424	CR-556677-1	PC459 - First Degree Burglary, Person Presen...	F
Merced	03-01-2012	MSO 2012-05511	047-449923	AP-654654	PC664/PC220(a)(2) - Assault With Intent To C...	F
Merced	09-27-2011	MSO 11-9199999	047-428330	CR-35214	HS11104(a) - Sale, Transfer And Furnishing A...	F

Party Search Results

Name	Address	City, State	Race	Sex	Birth Year
Grafton Bogus, Charly C	P.O. Box 666	North Haverhill, NH		Fem...	1959
Carroll Bogus, Charlene Test	123 Forest dr	Ossipee, NH	White	Fem...	1991
Rockingham Bogus, Charles James	1313 Main St.	Portsmouth, NH	White ...	Male	1968
Beknap Bogus, Charles Jimmy	1456 Loser Way	Center Barnstead, NH	White	Male	1968

Exit Payments Victim S

Case Information - Bogus, Charles James

File # 015 066192

Report # PD-55432 Status: CLOSED Stage: Disposed

L.E. Agency: NH-Fish and Game Jurisdiction: Rockingham

Assigned: Karpel Solutions pbksyncaccount@rrcao.net Defense Attorney: Lynn Aaby lealaw@comcast.net

Charges: Co-Defend Court Dates

CNT	Current/Plea Charge	Type	Class	Disposition	Sentence
1	Prohibtd Device; Fish & Game	V	A	Guilty-Plea	Home Confinement For Not More Than
2	AFSA - Victim<13	F	A	Dismissed- Bench	
3	AFSA - Victim<13	F	A	Dismissed- Bench	
4	AFSA - Victim<13	F	A	Dismissed- Bench	
5	FSA - Sexual Contact - Victim <13	F	B	Dismissed- Bench	

Exit

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: South Central Multi-County HRA -- Amberfield Properties	
Primary Originating Division/Dept.: County Attorney	Meeting Date: 05/24/2022
Contact: Michelle Zehnder Fischer Title: County Attorney	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 10 minutes	
Presenter: Michelle Zehnder Fischer Title: County Attorney	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
County Strategy: (Select One) Financial Security - prudent use of taxpayer resources	
BACKGROUND/JUSTIFICATION: <p>In 1993, the South Central Multi-County HRA issued revenue bonds to construct housing in five counties, including Nicollet County. The Authority subsequently defaulted on the bonds. In 2000, the five counties entered into a settlement agreement that resulted in a special benefit tax levy on behalf of the Authority from 2001 through 2024 to cover operating deficits. The amount of the special benefit tax levy was based upon each county's proportionate share of housing units constructed. Two of the Amberfield properties are located in Nicollet County.</p> <p>The majority bond holder and the trustee have approached the HRA about a possible sale of all or a part of the Amberfield properties.</p> <p>A Bond Collateral Disposition Agreement is being proposed to address the disposition of the properties and will require County approval.</p>	
Supporting Documents: <input type="radio"/> Attached <input type="radio"/> In Signature Folder <input checked="" type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No	
If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	
ACTION REQUESTED: Consider hiring outside counsel to jointly represent Nicollet County and the other four counties to review the proposed agreements.	
FISCAL IMPACT: Other (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One)	Total:
If "Increase or "Decrease," specify: Related Financial/FTE Comments:	



MAY 10, 2022
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, May 10, 2022, at 9:24 a.m. with Chair Dranttel presiding. Commissioners John Luepke, Jack Kolars, Terry Morrow, and David Haack were also present. Also present were County Administrator Mandy Landkamer, Property & Public Services Director Jaci Kopet, County Attorney Michelle Zehnder Fischer, and Recording Secretary Sarah Frahm.

Approval of Agenda

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

Consent Agenda

Motion by Commissioner Morrow and seconded by Commissioner Kolars to approve the consent agenda items as follows: approval of the April 26, 2022 Drainage Authority minutes. Motion carried with all voting in favor.

Public Appearances

There were no public appearances.

Adjourn

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

Chair Dranttel adjourned the meeting at 9:25 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD