

Board of Commissioners Agenda

November 14, 2023

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

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

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

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
 - a. [October 24, 2023 Board Minutes](#)
 - b. [2022 Emergency Management Performance Grant](#)
 - c. [Nicollet County Emergency Operations Plan Approval](#)
 - d. [Farm Lease Renewals](#)
 - e. Approval of Bills
5. Public Appearances

- 9:05 a.m.** 6. Health and Human Services
 - a. [2024 Brown County Evaluation Center, Inc. Purchase of Service Agreement](#)

- 9:10 a.m.** 7. Finance
 - a. [Public Hearing Notice of the 2024-2028 Capital Improvement Plan](#)
 - b. [Quarter 3 2023 Donations](#)

- 9:20 a.m.** 8. Public Works
 - a. [Consider Carbon Reduction Program Partnership Agreement](#)
 - b. [Consider MnDOT Agreement 1053781 and Resolution](#)

- 9:35 a.m.** 9. Chair's Report
10. Commissioner Committee Reports, Meetings & Conferences
11. Approve Per Diems and Expenses

- **BREAK** -

- 10:00 a.m.** 12. Public Works (continued)
 - a. [Nicollet County ADA Transition Plan Update Presentation](#)

13. Adjourn Board of Commissioners Meeting

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

Board of Commissioners Agenda

November 14, 2023

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

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

10:30 a.m. Call Drainage Authority Meeting to Order: Chair

1. Approval of Agenda
2. Approval of Consent Agenda
 - a. [October 24, 2023 Drainage Authority Minutes](#)
3. Public Appearances
4. Public Services
 - a. [Continued CD77 Lateral 2 Public Hearing on the Final Acceptance of the Improvement Project and Levy](#)
 - b. [CD30A Findings of Fact and Order Regarding Partial Abandonment](#)
 - c. [2023 Annual Maintenance Levies](#)

11:15 a.m. 5. 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. Questions or comments regarding Nicollet County meetings and requests to participate can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or mandy.landkamer@co.nicollet.mn.us.

Date	Time	Meeting	Location	City & State
November 10	Nicollet County Offices Closed in Observance of Veterans Day			
November 13	8:30 – 4:00 pm	Tri-County Recycling and Solid Waste Organics Tour	Jordan and Shakopee, MN	
November 14	8:30 am	County Board of Commissioners Meeting	Gov. Center Board Room	St. Peter, MN
November 14	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room	St. Peter, MN
November 15	8:30 am	Tri-County Solid Waste Joint Powers Board	Gov. Center Board Room	St. Peter, MN
November 15	6:00 – 9:00 pm	Township Association Meeting	American Legion	Nicollet, MN
November 20	7:00 pm	Planning & Zoning Advisory Commission/ Board of Adjustments & Appeals	Gov. Center Board Room	St. Peter, MN
November 21	8:15 am	Individual Dep. Head Meeting - Sheriff	Gov. Center Board Room	St. Peter, MN
November 21	9:30 am	Board Workshop	Gov. Center Board Room	St. Peter, MN

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.

Board of Commissioners Agenda

November 14, 2023

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

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

November 23-24	Nicollet County Offices Closed in Observance of the Thanksgiving Holiday			
November 28	9:00 am	County Board of Commissioners Meeting	Gov. Center Board Room	St. Peter, MN
November 28	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room	St. Peter, MN
December 4-6	All Day	AMC Annual Conference	Hyatt Regency	Minneapolis, MN
December 7	6:30 pm	2024 Budget and Tax Levy Public Meeting	Gov. Center Board Room	St. Peter, MN
December 12	8:15 am	Employee Appreciation Presentation	Gov. Center Board Room	St. Peter, MN
December 12	9:00 am	County Board of Commissioners Meeting	Gov. Center Board Room	St. Peter, MN
December 12	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room	St. Peter, MN
December 15	8:15 am	BNCH Full Board Meeting	1900 Franklin St.	New Ulm, MN
December 15	11:00-12:30 pm	Brown and Nicollet County Joint Meeting	Plaza Garibaldi	New Ulm, MN
December 18	7:00 pm	Planning & Zoning Advisory Commission/ Board of Adjustments & Appeals	Gov. Center Board Room	St. Peter, MN
December 19	9:30 am	Board Workshop	Gov. Center Board Room	St. Peter, MN
December 25	Nicollet County Offices Closed in Observance of the Christmas Holiday			

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.



OCTOBER 24, 2023
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, October 24, 2023, at 9:00 a.m. Present at the meeting were Commissioners Kolars, Dranttel, Morrow, Dehen, and Zins. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer, and Recording Secretary Sarah Frahm.

Approval of Agenda

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

Consent Agenda

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

1. October 10, 2023 Board Minutes
2. Karpel Juvenile Interface Contract
3. FY 2024 and FY 2025 Natural Resources Block Grant
4. End of Probations
5. Approval of Bills
6. Acknowledgment of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$105,595.82;
 - b. Road & Bridge Fund - \$134,780.07;
 - c. Human Services Fund - \$210,389.37

Motion carried with all voting in favor on a roll call vote.

Public Appearances:

There were no public appearances.

Office of Technologies

Proclamation Recognizing October as Cybersecurity Awareness Month in Nicollet County

Director Dragvold came forward to proclaim October as Cybersecurity Awareness Month in Nicollet County.

Motion by Commissioner Morrow and seconded by Commissioner Dehen to proclaim October as Cybersecurity Month in Nicollet County. Motion carried with all voting in favor.

Property Services

October 16, 2023 Planning and Zoning Advisory Commission Meeting:

PLN 23-18 – Zachary Swanson

Deputy Zoning Administrator Crawford came before the Board to request consideration of the following conditional use permit request and findings of fact from the October 16, 2023 Planning & Zoning Advisory Commission:

1.)	Zachary Swanson	PLN23-18	Replacement Hunting Shack
-----	-----------------	----------	---------------------------

The Planning Commission recommends approval with staff's recommended conditions.

Motion by Commissioner Dranttel and seconded by Commissioner Dehen to accept the Planning & Zoning Advisory Commission's October 16, 2023 report, permit, recommendations, and findings as submitted therein. Motion carried with all voting in favor on a roll call vote.

County Attorney Update:

Attorney Zehnder Fischer shared that she joined the Commissioners in last week's Road Tour of Nicollet County. She also met with members of the MN State Patrol to provide recent Attorney updates from the area. Finally, she commended Nicollet County Assistant Attorney Dan Green, who received a public commendation from the St. Peter Police Department for his exemplary work on a criminal sexual conduct case in which the defendant was found guilty.

Chair's Report

- County Board
- Budget Meeting
- REDA Annual Meeting
- Board Workshop Road Tour
- City of North Mankato & Nicollet County Liaison Meeting
- Traverse de Sioux

Commissioner Committee Reports:

Commissioner Terry Morrow

- County Board
- Budget Meeting
- Board Workshop Road Tour

Commissioner Marie Dranttel

- County Board
- Budget Meeting
- Transit Advisory Meeting
- Planning and Zoning Meeting
- REDA Annual Meeting
- Board Workshop Road Tour

Commissioner Mark Dehen

- County Board
- Budget Meeting
- GMG Board Meeting
- City of North Mankato/Nicollet County Liaison Meeting
- Board Workshop Road Tour

Commissioner Kurt Zins

- County Board
- Budget Meeting
- Board Workshop Road Tour

Approve Per Diems and Expenses

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

Adjourn

Chair Kolars adjourned the meeting at 9:11 a.m.

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
2022 Emergency Management Performance Grant		
Primary Originating Division/Dept.: Sheriff's Office/Emergency Management	Meeting Date: 11/14/2023	
Contact: Justin Block Title: Emergency Manager	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: The EMPG (Emergency Management Performance Grant) is an annual grant from the Minnesota Department of Public Safety Homeland Security that requires a 50% county match. The 2022 EMPG grant awarded is in the amount of \$28,869.00. The funds received through this grant will be used towards Emergency Management Director wages.		
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: County Board Chair, Clerk to the Board and County Administrator signatures on the EMPG grant agreement.		
FISCAL IMPACT: Other (Select One)	FUNDING	
If "Other", specify:	County Dollars = \$28,869.00	
	State (Select One)	
FTE IMPACT: No FTE change (Select One)	Total: \$28,869.00	
If "Increase or "Decrease," specify:		
Related Financial/FTE Comments:		



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2022 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2022-NICOLLCO-055
Grantee: Nicollet County 501 South Minnesota Avenue St. Peter, MN 56082	Grant Contract Agreement Term: Effective Date: 01/01/2022 Expiration Date: 12/31/2023
Grantee’s Authorized Representative: Nicollet County Emergency Management ATTN: Justin Block – Emergency Management Director 501 South Minnesota Avenue St. Peter, MN 56082 Phone: 507-934-7874 E-mail: justin.block@co.nicollet.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 28,869.00 Matching Requirement \$ 28,869.00
State’s Authorized Representative: Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA/ALN: 97.042 FAIN: EMC-2022-EP-00007 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. §16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2022 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223. St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2022 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-EMPG-2022-NICOLLCO-055 / P.O. No. 3000084228

Project No.: N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2022 (EMPG) Emergency Management Performance Grant

Budget Summary (Report)

Organization:
Nicollet County

EXHIBIT A
A-EMPG-2022-NICOLLCO-055

Budget		
Budget Category	Award	Match
ÄÄ !"#\$%#&"		
'()*+,%-!./!"0)1Ä#" +)2+"3#%4	567879;.<<	567879;.<<
Total	567879;.<<	567879;.<<
Total	567879;.<<	567879;.<<
Allocation	567879;.<<	567879;.<<
Balance	5<.<<	5<.<<

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item:		
Nicollet County Emergency Operations Plan Approval +		
Primary Originating Division/Dept.: Emergency Management		Meeting Date: 11/14/2023
Contact: Justin Block	Title: EM Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes		
Presenter:	Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Collaborative Workplace - sustain the core values of our culture (Select One)		
BACKGROUND/JUSTIFICATION: <p>I am requesting County Board action to approve the current version of the Nicollet County Emergency Operations Plan (EOP). The Minnesota Department of Homeland Security and Emergency Management (HSEM) requires County Board approval of this plan every five years.</p> <p>Changes from the previous approved plan include updating various lists, contact information and responsible individuals for different areas to comply with HSEM requirements.</p> <p>Due to its large size, the EOP is available for Commissioners review if desired in the Emergency Management office.</p> <p>I am seeking approval of the attached resolution approving the EOP.</p>		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known) 12/18/2018		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approval of the Nicollet County Emergency Operations Plan.		
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:		

**NICOLLET COUNTY BOARD OF COMMISSIONERS RESOLUTION
APPROVING THE NICOLLET COUNTY EMERGENCY OPERATIONS PLAN**

WHEREAS, the Nicollet County Board of Commissioners and staff support reasonable efforts to make the community better prepared for future disasters and better able to recover after disaster strikes; and

WHEREAS, by approving the Nicollet County Emergency Operations Plan, the framework for future mitigation efforts and post-disaster recovery may be made easier and faster; and

WHEREAS, the Nicollet County Emergency Operations Plan is in compliance with the Homeland Security and Emergency Management requirements; and

NOW, THEREFORE, be it resolved the Nicollet County Board of Commissioners hereby approves the Nicollet County Emergency Operations Plan.

Approved this 14th day of November, 2023

Signed: _____
Jack Kolars, Nicollet County Board Chair

Attest: _____
Mandy Landkamer, County Administrator

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Farm Lease Renewals		
Primary Originating Division/Dept.:		Meeting Date: 11/14/2023
Contact: Heather McCormick	Title: Finance Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes		
Presenter:	Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: This is to request the renewal of annual leases on County-owned property. There are no changes from last year. Lease for property located in Courtland Township to Kenneth Drill. Upon recommendation, this lease will be for 37.06 acres at \$122.00 per acre for a total of \$4521.32. Lease for property located in Brighton Township, aka "Poor Farm" to Melvin Hopp. Upon recommendation, this lease will be for 8.93 acres at \$150.00 per acre for a total of \$1339.50.		
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) 11/22/22		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approval of the Farm Leases listed above.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:		FUNDING County Dollars = (5,860.82) Other (Select One)
FTE IMPACT: No FTE change (Select One)		Total: (5,860.82)
If "Increase or "Decrease," specify:		
Related Financial/FTE Comments:		

This Agreement, Made this **14th** day of **November, 2023** by and between the County of Nicollet, party of the first part, Lessor, and **Kenneth Drill** of the Township of **Courtland**, County of **Nicollet** and the State of **Minnesota**, party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease, and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of **Nicollet**, and State of **Minnesota**, viz:

The Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section (9) and the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section (10), all situated in Township one hundred nine (109), North, Range twenty nine (29) West, and consisting of approximately 37.06 acres of tillable land.

In Section Number(s) **9 & 10** Township Number **109** , Range Number **29** , containing **approximately 37.06** acres be the same more or less, of which described premises the second party hereby agrees to plow and put in crops not less than **37.06** acres each year during the continuance of this Lease.

To Have an to Hold, The above rented premises unto the said second party, heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of **one** year from and after the **31st** day of **December 2023**. The term of the Lease ending the **31st** day of **December, 2024**.

And the said second party agrees to and with the said first party to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of **four thousand five hundred twenty one and 32/100 (\$4,521.32)** Dollars, payable at **Nicollet County Finance Department, 501 S Minnesota Ave, St Peter, MN** in **one (1)** installments with interest at the rate of **-0-** per cent on each installment after due, to-wit:

2023 crop \$ **4,521.32** on or before **12/31/2023**

And it is Further Agreed, By and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if the said first party sells said premises during the life of this lease and before the crop is in the ground, and desires to give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to him of \$ _____ per acre for each acre of said premises newly plowed by the said second party at the time said possession is demanded if sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating, or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice, given by the said first party in writing, either delivered to second party or sent to him in a sealed envelope, duly stamped and directed to him at **52605 506th St, Courtland MN 56021**.

Which is hereby declared by said second party to be his usual Post-Office address.

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any party thereof, without first obtaining the written consent of the said first party and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

The party of the second part is also to destroy all noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, to or prepare for the succeeding crop, or for any other purpose whatsoever.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said remised premises and the said second party agrees to reside and occupy the buildings thereon for the term aforesaid. In the event of any rents dues hereon being collected by suit, the second party further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of said second party in paying said rent or in performing any of the covenants of this lease, and at any time thereafter, said first party shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorney's fees and legal expenses of said first party.

LEASE IS FIGURED AT \$122.00 PER ACRE FOR 1 YEAR

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands the day and year hereinbefore written.

IN PRESENCE OF

Kenneth Drill, Tenant

County of Nicollet, Landord

By: _____

STATE OF MINNESOTA }
COUNTY OF NICOLLET } ss

On this _____ day of _____, 2023, before me,
Heather McCormick, Nicollet County Finance Director within and for said County
And State, personally appeared to me _____ known to be the
person described in and who executed the foregoing instrument, and acknowledged that he/she
executed the same as free act and deed.

Heather McCormick
Nicollet County Finance Director

This Agreement, Made this **14th** day of **November, 2023** by and between the County of Nicollet, party of the first part, Lessor, and **Melvin Hopp** of the Township of **Brighton**, County of **Nicollet** and the State of **Minnesota**, party of the second part, Lessee.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease, and Let unto the said party of the second part, and the said party of the second part does hereby hire and take from the said party of the first part, the following described premises situated in the County of **Nicollet**, and State of **Minnesota**, viz:

That part of Government Lot 4 owned by Nicollet County in Section 13, Township 110, Range 29 and consisting of approximately 8.93 acres of tillable land.

In Section Number(s) **13** Township Number **110**, Range Number **29**, containing approximately 8.93 acres be the same more or less, of which described premises the second party hereby agrees to plow and put in crops not less than 8.93 acres each year during the continuance of this Lease.

To Have an to Hold, The above rented premises unto the said second party, heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of **one** year from and after the **31st** day of **December, 2023**. The term of the Lease ending the **31st** day of **December, 2024**.

And the said second party agrees to and with the said first party to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of One thousand three hundred thirty-nine and 50/100 (\$1,339.50) Dollars, payable at **Nicollet County Finance Department, 501 S Minnesota Ave, St Peter, MN** in **one (1)** installments with interest at the rate of -0- per cent on each installment after due, to-wit:

2023 crop **\$ 1,339.50** on or before **12/31/2023**

And it is Further Agreed, By and between the parties as follows: That should the said second party fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said first party may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said second party for the full term of this lease. That if the said first party sells said premises during the life of this lease and before the crop is in the ground, and desires to give possession to the purchaser, that the second party will forthwith surrender possession of said leased premises upon the payment to him of \$ _____ per acre for each acre of said premises newly plowed by the said second party at the time said possession is demanded if sold after the crop is in, then said second party shall have the right to remove such crop when ready to be harvested. That if said first party sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating, or otherwise improving any part of said premises not in actual cultivation by said second party, and without such entry working any forfeiture of the rents herein agreed to be paid. That if said second party remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said first party, which may be terminated upon ten days' notice, given by the said first party in writing, either delivered to second party or sent to him in a sealed envelope, duly stamped and directed to him at **42468 County Road 4, Nicollet MN 56074** Which is hereby declared by said second party to be his usual Post-Office address.

And the said second party also covenants and agrees to and with the said first party, not to assign this lease or underlet the above rented premises or any party thereof, without first obtaining the written consent of the said first party and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said first party, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said second party also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done; and to keep up and maintain in good repair all buildings, stables, cribs, fences and improvements on said farm; and further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

The party of the second part is also to destroy all noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first party or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, to or prepare for the succeeding crop, or for any other purpose whatsoever.

And the said first party covenants that the said second party, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said remised premises and the said second party agrees to reside and occupy the buildings thereon for the term aforesaid. In the event of any rents dues hereon being collected by suit, the second party further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in this lease contained, said second party does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this lease and in products and contract rights with respect thereto and all proceeds of each. Upon any default on the part of said second party in paying said rent or in performing any of the covenants of this lease, and at any time thereafter, said first party shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorney's fees and legal expenses of said first party.

LEASE IS FIGURED AT \$150.00 PER ACRE FOR 1 YEAR

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands the day and year hereinbefore written.

IN PRESENCE OF

Melvin Hopp, Tenant

County of Nicollet, Landord

By: _____

STATE OF MINNESOTA }
COUNTY OF NICOLLET } ss

On this _____ day of _____, 2023, before me,
Heather McCormick, Nicollet County Finance Director within and for said County
And State, personally appeared to me _____ known to be the
person described in and who executed the foregoing instrument, and acknowledged that he/she
executed the same as free act and deed.

Heather McCormick
Nicollet County Finance Director

DISCLAIMER

MELVIN HOPP shall indemnify and save harmless the County of Nicollet, its officers and employees from all suits, actions, and claims of any character brought because of injuries or damages received or sustained by operations of said **TREE REMOVAL**; or on account of or in consequence of any neglect in safeguarding the work; the work, operations, or activities being inclusive of, but not limited to the **REMOVAL OF DOWNED TREES NEAR THE PLOW GROUND OF THE COUNTY. SECTION 13 – 110 – 29 IN BRIGHTON TOWNSHIP.**

MELVIN HOPP IS HEREBY AUTHORIZED TO REMOVE ONLY DOWN DEAD TREES UNTIL APRIL 1, 2024.

Dated this the _____ day of _____, 2023.

SIGNATURE _____

Heather McCormick, Nicollet County Finance Director

PC: Nicollet County Highway Department

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: 2024 Brown County Evaluation Center, Inc. Purchase of Service Agreement						
Primary Originating Division/Dept.: Health and Human Services Contact: C. Sassenberg Title: HHS Director Amount of Time Requested: 5 minutes Presenter: C. Sassenberg Title: HHS Director	Meeting Date: 11/14/2023 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: The Brown County Evaluation Center, Inc. continues to be our provider of detoxification and evaluation services. Nicollet County Health and Human Services received the attached 2024 County Purchase of Service Agreement from the facility. The 2024 Agreement reflects a 3% increase to the daily rate. Nicollet County is required to pay this cost and attempts to recover the cost through our internal collections process. Due to the lack of available options, when able, the facility continues to accommodate requests from counties to temporarily provide a protective environment for individuals who are committed as chemically dependent and awaiting available residential chemical dependency treatment.						
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) Annual review						
Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A						
ACTION REQUESTED: Approval of the 2024 Purchase of Service Agreement.						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Included in current budget <small>(Select One)</small> If "Other", specify: </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = Other <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: Included in current budget <small>(Select One)</small> If "Other", specify:	FUNDING County Dollars = Other <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: Included in current budget <small>(Select One)</small> If "Other", specify:	FUNDING County Dollars = Other <small>(Select One)</small>					
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:					

BROWN COUNTY EVALUATION CENTER, INC.
DETOX DIVISION

COUNTY PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is between Brown County Evaluation Center, Inc., 510 North Front Street, New Ulm, Minnesota 56073, hereinafter referred to as the "Contractor" and Nicollet County on behalf of the agency, hereinafter referred to as the "Agency."

1. Term of Agreement

This Agreement shall commence January 1, 2024 and expire December 31, 2024.

2. Member County

To be a member county, Nicollet County, or any other county, will sign this agreement and agree to call Contractor first and use Contractor exclusively as bed space is available in the New Ulm detox facility for all detoxification and evaluation services needed.

3. Eligible Recipients

For the purposes of this Agreement, Eligible Recipients will be only those individuals who meet the Contractor's admission criteria and who, at the time of admission:

- a. Appear to be intoxicated; or
- b. Experience physical, mental, spiritual, emotional, or social problems due to withdrawal from alcohol or other drugs; or
- c. Patients held under Minnesota Statutes, section 253B.07 Subdivision 2b and are in need of temporary placement; or
- d. Patients who have been committed under Minnesota Statutes Chapter 253B and are in need of temporary placement; or
- e. Patients being held as Chemically Dependent under Minnesota Statutes, section 253B.051 Subdivisions 1 and 2; or

Need to stay temporarily in a protective environment because of a crisis related to substance use disorder. Persons meeting this criterion may be admitted only at the request of the county of fiscal responsibility, as determined according to Minnesota Statutes, Section 256G.02, Subdivision 4. Persons admitted according to this provision must not be restricted to the facility.

Contractor reserves the right to decline admission to any proposed patient originating from a non-member county.

4. Services to be Provided

- a. The Contractor will provide detoxification and evaluation services to all Nicollet County Residents that are either self-referred, referred by Nicollet County Social Services, or by Law Enforcement Agencies located in Nicollet County. Also, services will be provided to non-Nicollet County residents who are referred to the Contractor by Law Enforcement Agencies located in Nicollet County or Nicollet County Social Services.

- b. The Contractor will provide detoxification and evaluation services to Nicollet County referrals at the New Ulm, Minnesota detox facility.
- c. The Contractor will provide transport vehicle and transport personnel. This service is contingent on availability of the Contractor's vehicle. This transportation service is from designated pickup points to the Contractor's Center.
- d. Contractor shall refer and transfer Eligible Recipients to New Ulm Medical Center, New Ulm, Minnesota for additional treatment as prescribed, needed, or indicated in or by an Eligible Recipient's acute medical or psychological condition, or when it appears there may be a danger to an Eligible Recipient because of illness or complications. The responsibility of payment of any medical services if Eligible Recipient has no medical insurance, Medical Assistance, or any other means to pay will be negotiated between the Eligible Recipient and the medical service provider.
- e. Before discharge from the New Ulm detox facility, the Contractor will provide a mental health assessment by a mental health professional for any Eligible Recipient who is admitted with, or develops suicidal ideation while receiving detoxification services. Responsibility for payment of mental health assessment if Eligible Recipient has no medical insurance, Medical Assistance, or any other means to pay will be Nicollet County or referring county.

5. Termination of Services.

Unless Contractor agrees otherwise in writing, all services to be provided by Contractor as described herein shall be for a duration of 72 hours from the time of the patient's admission. If services needed shall be necessary beyond 72 hour, the member or non-member county shall agree to an extension of the patient's stay. Upon the request of the Contractor, the source county for the patient shall promptly respond to Contractor's request for the removal of the patient at the time of the termination of services.

6. Payment for Services

- A. The Contractor shall provide a monthly billing to the Agency within 15 days after month's end. Following is a rate schedule for detoxification services, medical costs, and transportation services.
 - 1. Detoxification Service provided at the New Ulm, Minnesota Detox Facility is \$471 per patient per twenty-four-hour period beginning at time of admission. In cases that Brown County Evaluation Center, Inc. has a Provider of Service Agreement, such as Blue Cross and Health Partners, Brown County Evaluation Center, Inc. will follow insurance company's definition of billable days of service. This will take precedence over Brown County Evaluation Center, Inc. definition.
 - 2. Transportation Services
 - a. Contracted Counties – will receive no additional charge for transportation service. In the event a BCEC driver is not available to transport a detox patient, or the driver is unable to respond within one hour of initial notification, BCEC will reimburse a contracted county, or Law Enforcement Agencies located in Nicollet County, for the services of their driver. BCEC will reimburse counties/city a maximum of \$1.41 per mile after receiving a billing statement from the county/city. Billing statement must contain patient's name and date of transport. If BCEC has already started drivers, BCEC will not reimburse the law enforcement transport.

- b. In the case of a County Agency-referred patient unable to provide him/herself with transportation back to place of residence or to an agreed upon treatment facility, the Agency will be responsible to pay the cost of transportation. Charges will be \$0.64 per mile plus the IRS allowable rate which is currently \$0.625 per mile round trip. (example: currently \$1.21)
 - c. The contractor will bill the Agency for transportation cost incurred when transportation services are requested and later cancelled. This is not applicable when client has been later transferred by law enforcement.
3. Medical Costs
- a. Nicollet County -- no charge for Condition Specific Protocol (standing orders) medications.
 - b. The Agency agrees to pay for services, mental health assessments, materials, or medical supplies that occur within the detox center and are above and beyond the usual and customary in provision of detoxification treatment. This includes, but is not limited to, services, supplies, or medications that are medically necessary for an extremely ill or suicidal patient. Costs incurred by Contractor to obtain medically or legally required medical services will be billed to the Agency.

B. Billing

- a. Insured Eligible Recipient: Contractor shall bill recipient's insurance directly for the per diem cost and retain any amounts collected from recipient's insurance as payment for services. A service fee of 12% of the total cost shall be billed directly to the Agency for any recipient requiring insurance processing. Contractor shall submit any amounts not covered by any insurance provider agreement, including recipient co-pays and deductibles, to the Agency within 30 days of receiving the Explanation of Benefits from recipient's insurance provider or Letter of Non-Payment from Contractor. The Agency understands that the per diem cost represents one hundred percent (100%) of the detoxification services cost and the Agency may seek recapture of monies expended on behalf of Eligible Recipients and keep all monies collected from Eligible Recipients. The Contractor will attempt to provide the Agency with all information needed to recapture fees from Eligible Recipients.
 - i. For purposes of this provision, an "Insured Recipient" is a patient who provides proof of current and payable health insurance to Contractor at the time of admission or any time within 4 calendar days from the date of discharge from the facility.
 - ii. Any recipient who has not provided Contractor with proof of current health insurance within 14 calendar days from the date of discharge will be considered an "Uninsured Recipient" and Agency shall be billed the per diem cost as outlined below.
- b. Uninsured Patients: Contractor shall bill Agency the full amount of the per diem rate. The Agency will receive a discount of \$88 per recipient for all amounts paid within 30 days of receipt of the bill. The Agency understands that the per diem cost represents one hundred percent (100%) of the detoxification services cost and the Agency may seek recapture of the per diem rate from Eligible Recipients and keep all monies collected from Eligible Recipients. The Contractor will attempt to provide the Agency with all information needed to recapture the per diem rate from Eligible Recipients.

- c. All payments made for service under this Agreement shall be subject to audit of recipient eligibility, units of service provided, and revenue received by the Contractor for the detoxification services.

C. Processing Fee

- a. A \$150 processing fee will be assessed to patients whose stay is 24 hours or less. This will be billed to the patient directly. This will not be billed to the "agency" or insurance companies.

7. Agency Access

The Agency or any authorized representative has the right to conduct periodic on-site visits to determine compliance with this Agreement and to evaluate the quality of service provided under this Agreement.

8. Bonding, Indemnity, and Insurance

A. Bonding. The Contractor shall retain at all times during the terms of this Agreement, a Faithful Performance Blanket position Bond for the amount of \$100,000 covering the activities of its personnel authorized to receive or distribute moneys.

B. Indemnity.

- 1. The Contractor agrees that it will indemnify and hold harmless the Agency, and its officers and employees against any and all liability, loss, damages, costs, and expenses which result from or are caused by any act or omission of the Contractor, its officers, agents, contractors, or employees in the performance of services provided by this Agreement. The Agency agrees that they will indemnify, hold harmless, and defend the loss, damages, costs, and expenses which the Contractor may hereby sustain, incur, or be required to pay to the extent said liability, loss, damages, costs, and expenses which result from or are caused by any act or omission of the Agency its officers, agents, contractors, or employees in the performance of services provided by this Agreement.
- 2. In the event that any action, suit, or proceeding is brought against the Agency upon any matter herein indemnified against, the Agency shall as soon as practicable cause notice in writing thereof to be given to the Contractor by mail addressed to its post office address.

C. Insurance. The Contractor does further agree that in order to protect itself as well as the Agency under the Indemnity provision hereinabove set forth, it will at all times during the term of this Agreement keep in force a liability insurance policy with the following minimum amounts: \$2,000,000 for property damage sustained by any one person; and \$2,000,000 for total injuries and/or damages arising from any one incidence or occurrence. The Contractor shall also at all times during the term of this Agreement keep in force professional liability insurance with the following amounts: \$2,000,000 each claim/\$3,000,000 aggregate.

9. Confidentiality

The use or disclosure by any party of information concerning an Eligible Recipient in violation of any rule of confidentiality provided for in state laws, or federal laws, or HIPAA regulations, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the detox services, hereunder is prohibited except on written consent of such Eligible Recipient, the Eligible Recipient's attorney, or Eligible Recipient's responsible parent or guardian.

Member Counties and Non-Member Counties acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the Brown County Evaluation Center identifying or otherwise relating to the patients in the Program ("protected information"), it is fully bound by the provisions of the Federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and the Health Insurance Portability and Accountability Act (HIPPA), 45 CFR, Parts 142, 160, 162 and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law.

10. Assignment

The services to be performed by the Contractor shall not be assigned, subcontracted, sublet, or transferred without the prior written approval of the Agency.

11. Title IV Compliance

For Federal Civil Rights Compliance for Title IV, the Contractor realizes we have a legal obligation to provide language assistance services to all applicants and patients with Limited English Proficiency free of charge and in a timely manner during all hours of operation.

12. Equal Employment Opportunity and Civil Rights and Non-Discrimination Clause

A. During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, creed, religion, national origin, sex, marital status, disability, sexual orientation, and status with regard to public assistance; and, be excluded from full employment rights in, participated in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provision of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964. The Contractor will furnish the Responsible County, through the Responsible Agency, all reports required by Executive Order No. 11246 and Revised Order No. 4, and by the rules and regulations and orders of the Secretary of Labor, and the Minnesota Department of Human Services for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

By: Cananda Amelero Date: 11/3/23
Director, Nicollet County Social Services

By: JMS Date: 10/25/23
Executive Director, Brown County Evaluation Center

By: _____ Date: _____
Nicollet County Board Chair

IN WITNESS WHEREOF, THE Agency and the Contractor have executed this Agreement as of the day and year first above written.

APPROVED AS TO FORM:

By: _____ **Date:** _____

Nicollet County Attorney

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Public Hearing Notice of the 2024-2028 Capital Improvement Plan		
Primary Originating Division/Dept.: Finance		Meeting Date: 11/14/2023
Contact: Heather McCormick Title: Finance Director		Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes		
Presenter: Heather McCormick Title: Finance Director		Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: <p>This agenda item is to set a Public Hearing for the adoption of the 2024-2028 Capital Improvement Plan.</p> <p>Following MN Statute 373.40, Nicollet County will conduct a public hearing for their 5 year CIP Plan.</p> <p>I am requesting the Public Hearing to occur on Tuesday, December 12, 2023 at 10:15 a.m. The purpose of the public hearing is the review, discussion and approval of the proposed 2024 – 2028 Capital Improvement Plan for Nicollet County. The plan identifies estimated capital expenditures and funding sources for a five-year period.</p> <p>Having a CIP allows the County Board, Administration, and Department Heads to make better financial decisions on the County's capital improvement needs.</p>		
Supporting Documents: <input type="radio"/> Attached <input type="radio"/> In Signature Folder <input checked="" type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approval of Donations		
FISCAL IMPACT: Other (Select One) If "Other", specify: Donations		FUNDING County Dollars = Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Qtr 3 2023 Donations		
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: 11/14/2023 Item Type: Regular Agenda <small>(Select One)</small>	
Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No		
County Strategy: Programs and Services - deliver value-added quality services <small>(Select One)</small>		
BACKGROUND/JUSTIFICATION: This is to present the Quarter 3 2023 Donations received for approval by 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 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 Donations by resolution		
FISCAL IMPACT: Other <small>(Select One)</small> If "Other", specify: Donations FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:	FUNDING County Dollars = (3,535.00) Other <small>(Select One)</small> Total: (3,535.00)	



RESOLUTION APPROVING THE ACCEPTANCE OF DONATIONS



WHEREAS, MN Statute 465.03 states any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of it's members, expressing such terms in full.

WHEREAS, the Nicollet County Finance Office has compiled a list of donations made to the County from July 1 through September 30, 2023.

THEREFORE, BE IT RESOLVED that the Nicollet County Board of Commissioners approve the following donations made to the County from July 1 through September 30, 2023.

Donations received by Nicollet County July 1 through September 30, 2023

<u>FROM WHOM</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
Various Donations	\$760.00	Van Services
Auto Restorers Club Inc	\$400.00	Sheriff Posse
Auto Restorers Club Inc	\$600.00	K9
	<u>\$1,000.00</u>	
Beyond Brink Inc	\$250.00	Project Community Connect
Blue Cross Blue Shield	\$1,000.00	Project Community Connect
	<u>\$1,250.00</u>	
Various Donations	<u>\$525.00</u>	Loan Closet
Total	\$3,535.00	

Date this 14th day of November, 2023.

Jack Kolars, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator and Clerk to the Board

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider Carbon Reduction Program Partnership Agreement	
Primary Originating Division/Dept.: Public Works Contact: Seth Greenwood, P.E. Title: PWD/County Engineer Amount of Time Requested: 10 minutes Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer	Meeting Date: 11/14/2023 Item Type: Regular Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets <small>(Select One)</small>	
BACKGROUND/JUSTIFICATION: <p>MnDOT ATP7 earlier this year solicited applications for the Carbon Reduction Program (CRP) 2024 grant funds that were made available by the federal government. The 13 Counties in D7 submitted an application for the purchase of 1 electric pickup for each County. This application was successful and CRP grant funding was awarded by MnDOT ATP7. Blue Earth and Cottonwood Counties volunteered to lead the development of this project for all 13 Counties which will include the development of specifications, environmental documentation, bidding, award of contract, and project closeout. Procurement of the electric pickups for Nicollet, Faribault, Le Sueur, Sibley, Waseca, Watonwan, and Blue Earth Counties will be lead by Blue Earth County. The remaining Counties in D7 procuring electric pickups will be lead by Cottonwood County.</p> <p>Attached is a Partnership Agreement between Blue Earth County and Faribault, Le Sueur, Nicollet, Sibley, Waseca, and Watonwan Counties that lays out the roles, responsibilities, and financial commitments for this project. Exhibit A indicates the cost breakdown for the project and values are estimates. Final financial responsibilities will be based upon final actual costs.</p>	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
ACTION REQUESTED: Approve Carbon Reduction Program Partnership Agreement with Blue Earth County	
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 = \$15,319.98 Federal \$61,279.93 <small>(Select One)</small> Total: \$76,599.91

**PARTNERSHIP AGREEMENT BETWEEN
BLUE EARTH COUNTY
AND
FARIBAULT, LE SUEUR, NICOLLET, SIBLEY, WASECA, AND WATONWAN COUNTIES
FOR**

SP 088-596-002 - Carbon Reduction Program (CRP) project to purchase Electric Vehicles.

This Agreement is between Blue Earth County located at 35 Map Drive, Mankato, MN 56002-3083, and Faribault County located at 727 E. Fifth Street, Blue Earth, MN 56013, and Le Sueur County located at 88 South Park Ave, Le Center, MN 56057, and Nicollet County located at 501 South Minnesota Avenue, St. Peter, MN 56082, and Sibley County located at 514 Sibley Avenue, Gaylord, MN 55334, and Waseca County located at 1495 Fifth Street SE, Waseca, MN 56093, and Watonwan County located at 1304 Seventh Avenue S., St. James, MN 56081. Blue Earth County has been awarded a federal Carbon Reduction Program (CRP) grant for the purchase of seven Electric Vehicle (EV) pickup trucks with one pickup truck to be allocated to each aforementioned County and as detailed within the terms of this agreement. This grant will be administered by the Minnesota Department of Transportation under State Project (SP) 088-596-002.

Recitals

1. Blue Earth County and Faribault, Le Sueur, Nicollet, Sibley, Waseca, and Watonwan Counties wish to purchase seven (7) electric vehicles (one per county); and
2. Blue Earth County is responsible for administrating SP 088-596-002 and will receive up to \$452,940 in federal CRP funds to fund up to 80% of an electric vehicle cost, one for each participating county; and
3. The parties wish to cooperatively purchase these electric vehicles with each respective agency paying for its remaining cost per vehicle after the CRP grant funds are applied; and
4. All parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. Term of Agreement; Exhibits

- 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate Local Government officials pursuant to Minnesota law. This agreement shall be obligatory for all signatory parties. Blue Earth County reserves the right to modify the pickup truck orders, CRP grant terms and funding amount if one or more of the aforementioned County's fails to execute this agreement.
- 1.2 **Expiration date.** This Agreement will expire when the vehicles have been delivered to each respective county, EV reimbursement has been made to Blue Earth County for expenses incurred, and the federal grant reporting complete under the obligations of SP 088-596-002, unless terminated earlier pursuant to Article 11.
- 1.3 **Exhibits.** Exhibit A is attached and incorporated into this agreement.

2. Scope of Work and Responsibilities of Each Party.

- 2.1 **Blue Earth County responsibilities.** Blue Earth County will:
 - 2.1.1 Prepare the environmental documents, specifications, and all other administration for the project.
 - 2.1.2 Set a letting date in coordination with participating Counties.
 - 2.1.3 Award the bid and contract.

- 2.1.4 Perform all Contract Administration.
- 2.1.5 Pay for the electric vehicle purchase costs using funds from SP 088-596-002. Exhibit A shows the Engineer's estimated costs.
- 2.1.6 Complete all grant requirements, obligations, and reporting responsibilities as required under SP 088-596-002.
- 2.1.7 Approve final acceptance of project.

2.2 ***Faribault County, Le Sueur County, Nicollet County, Sibley County, Waseca County, and Watonwan County (hereinafter "Participating Counties") responsibilities.*** Participating Counties will:

- 2.2.1 Provide input on the final vehicle specifications.
- 2.2.2 Provide input on the bid documents in coordination with Blue Earth County.
- 2.2.3 Provide input for setting a letting date and open bids at a Blue Earth County facility.
- 2.2.4 Provide input on final bid acceptance in coordination with Blue Earth County.
- 2.2.5 Pay for the non-federal share (estimated 20%) local match of actual electric vehicle costs purchased under SP 088-596-002. Exhibit A shows the Engineer's estimated costs. Actual County obligations will be based on final CRP grant funding amounts and final EV pickup truck purchase price.
- 2.2.6 Provide input on award of Contract will be in coordination with Blue Earth County.
- 2.2.7 Participating Counties are responsible for any tax, title, and license fees. Each County shall continue to title and insure their own vehicle following delivery.

3. **Terms of Payment**

- 3.1 Blue Earth County will invoice participating Counties for their local match upon delivery of the vehicles.
- 3.2 Participating Counties will make payment to the order of Blue Earth County within 30 calendar days after being invoiced. Remit payment to the address below:

Blue Earth County Public Works Department
35 Map Drive
P.O. Box 3083
Mankato, MN 56002-3083

4. **Authorized Representatives**

- 4.1 ***Each party's Authorized Representative*** is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.
- 4.2 ***Blue Earth County's Authorized Representative*** is:

Name:	Ryan Thilges	or his/her successor.
Title:	County Engineer / Public Works Director	
Street Address:	35 Map Drive, PO Box 3083	
City State Zip:	Mankato, MN 56002-3083	
Telephone:	507-304-4025	
Email:	Ryan.Thilges@blueearthcountymn.gov	

4.3 ***Faribault County's Authorized Representative*** is

Name: Mark Daly or his/her successor.
Title: County Engineer
Street Address: 727 E. 5th St.
City State Zip: Blue Earth, MN, 56013
Telephone: 507-526-3291
Email: Mark.Daly@co.faribault.mn.us

4.4 ***Le Sueur County's Authorized Representative*** is:

Name: Dave Tiegs or his/her successor.
Title: County Engineer
Street Address: 88 South Park Ave
City State Zip: Le Center, MN 56057
Telephone: 507-357-2251
Email: dtiegs@co.le-sueur.mn.us

4.5 ***Nicollet County's Authorized Representative*** is:

Name: Seth Greenwood, P.E. or his/her successor.
Title: Public Works Director / County Engineer
Street Address: 1700 Sunrise Drive
City State Zip: St. Peter, MN 56082
Telephone: 507-931-1760
Email: Seth.Greenwood@co.nicollet.mn.us

4.6 ***Sibley County's Authorized Representative*** is:

Name: Tim Becker or his/her successor.
Title: County Engineer
Street Address: 111 8th Street
City State Zip: Gaylord, MN 55334
Telephone: 507-237-4092
Email: timb@co.sibley.mn.us

4.7 ***Waseca County's Authorized Representative*** is:

Name: Jim Kollar or his/her successor.
Title: County Engineer
Street Address: 1495 5th St. SE
City State Zip: Waseca, MN 56093
Telephone: 507-835-0660
Email: Jim.kollar@wasecacounty.gov

4.8 ***Watonwan County's Authorized Representative*** is:

Name: Darrell Pettis or his/her successor.
Title: County Engineer
Street Address: 1304 7th Ave. S.
City State Zip: St. James, MN 56081
Telephone: 507-942-2200
Email: Darrell.pettis@co.watonwan.mn.us

5. **Liability:** Each party is solely responsible for its own acts or omissions associated with the tasks and deliverables covered by this Agreement. The liability of Local Government is governed by Minn. Stat. Chapter 466 and other applicable law.
6. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the participating Counties relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.
7. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Blue Earth County, Minnesota.
8. **Government Data Practices:**

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.
9. **Assignment and Amendments**
 - 9.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
 - 9.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.
10. **Waiver; Contract Complete**
 - 10.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
 - 10.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
11. **Termination:** This Agreement may be terminated by either party, with or without cause, written notice of termination must be made 30 days prior to the order of the EV pickup trucks..

Blue Earth County

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

Faribault County

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Le Sueur County

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

Nicollet County

By:_____

Title: Nicollet County Board Chair

Date: 11-14-2023

By:_____

Title: Nicollet County Administrator

Date: 11-14-2023

Sibley County

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

Waseca County

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Watonwan County

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT A

October 27, 2023

Carbon Reduction Program (CRP) project to purchase electric vehicles (SP 088-596-002)

Blue Earth County agreement with Faribault, Le Sueur, Nicollet, Sibley, Waseca, and Watonwan Counties to purchase seven (7) electric vehicles (one per county).

Description	Estimated Cost	Estimated CRP Grant Share (80%)	Estimated County Share (20%)
Vehicles Purchase Price (\$71,635.00 x 7)	\$501,445.00	\$401,156.00	\$100,289.00
Tax, Title, & Delivery (\$4,964.91 x 7)	\$34,754.34	\$27,803.50	\$6,950.84
Total Vehicles Purchase Price	\$536,199.34	\$428,959.50	\$107,239.84
Cost Per Individual County (Total / 7 County's)	\$76,599.91	\$61,279.93	\$15,319.98

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider MnDOT Agreement 1053781 and Resolution	
Primary Originating Division/Dept.: Public Works-Highway 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: 11/14/2023 Item Type: Regular Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets <small>(Select One)</small>	
BACKGROUND/JUSTIFICATION: Nicollet County's current County Roadway Safety Plan (CRSP) was completed and adopted in August 2012. Since the adoption of the 2012 CRSP Nicollet County has implemented several identified safety strategies and have received grant funding from the Highway Safety Improvement Program and Local Road Improvement Program for several safety related projects. In August of 2022 MnDOT had inquired if there were any Counties interested in participating in Phase III of the Mn CRSP update. Only Counties that had plans older than 2015 were eligible for this phase. Nicollet County had indicated that we would be interested in having our plan updated and we were selected to move forward. MnDOT has sent out RFP's and selected engineering consultants that will lead the updating of 18 Counties' CRSPs. Prior to the commencement of the CRSP update the attached MnDOT Agreement 1053781 and Resolution will need to be executed. 80% of the cost to update the CRSP will be covered by federal safety funds with the 20% coming from County funds.	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
ACTION REQUESTED: Approve MnDOT Agreement 1053781 and Resolution	
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 = \$26,774.74 Federal \$107,098.94 <small>(Select One)</small> Total: \$133,873.68



**STATE OF MINNESOTA
AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
NICOLLET COUNTY
FOR FEDERAL PARTICIPATION IN COUNTY ROAD SAFETY PLAN**

State Project Number: 052-070-004 and 088-070-080 (Prime SP)

FAIN: HSIP 8823(181)

This agreement is entered into by and between Nicollet County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds; and
2. MnDOT and the Local Government are proposing a federal aid project to develop a new County Road Safety Plan, hereinafter referred to as "Engineering Study;" and
3. The Engineering Study is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 052-070-004, and in Federal Highway Administration ("FHWA") records as Minnesota Project HSIP 8823(181); and
4. The Local Government has expressed its willingness to reimburse the State a local match for the federal aid project and The Local Government will be responsible for that match; and
5. The CFDA number for this project is 20.205; and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Engineering Study.
- 2.2. **Eligibility/Costs.** The estimated cost of the Engineering Study is \$133,873.68.

- 2.2.1. It is anticipated that 80% (up to \$107,098.94) of the cost of the Engineering Study is to be paid from federal funds made available by the FHWA, and that the remaining amount of \$26,774.74, roughly 20% of the engineering study shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
- 2.2.2. Any costs incurred prior to the federal authorization date will not be eligible for federal participation.
- 2.2.3. The Local Government shall advance to the Commissioner of Transportation the Local Government's total estimated cost share, upon receipt by the Local Government of a written request from the State for the advancement of funds.

2.3. Payment.

- 2.3.1. Upon completion and acceptance of the Engineering Study work and upon computation of the final amount due the State's consultant, the State shall prepare a Final SCHEDULE and submit a copy to the Local Government.
- 2.3.2. The Final SCHEDULE will be based on final total cost of the contract between the Engineering Study consultant and MnDOT and will include all Local Government cost participation.
- 2.3.3. If the final cost of the Local Government participation covered under this Agreement exceeds the amount of funds advanced by the Local Government, the Local Government shall, upon receipt of a request from the State, promptly pay the difference to the State without interest.
- 2.3.4. If the final cost of the Local Government participation covered under this Agreement is less than the amount of funds advanced by the Local Government, the State shall promptly return the balance to the Local Government without interest.

- 2.4. **Staffing.** The Local Government will designate a publicly employed registered engineer, ("Project Engineer"), to be in responsible charge of the Engineering Study for the work done by the consultant related to the specific county and to supervise and direct the work performed by the consultant related to the specific county. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation, nor can they be used to cover the Local Government's local share of the project. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.

3. MnDOT's Duties

- 3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.
- 3.2. **Project Activities.**
 - 3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
 - 3.2.2. MnDOT will let and hold the contract to provide to Engineering Study services for the project. MnDOT will comply with all state and federal regulations related to the hiring of a consultant to perform the

County Road Safety Plan update.

3.2.3. MnDOT will make all payments to the consultant with the federal funds and funds prepaid by the counties involved in the project.

4. Authorized Representatives

4.1. MnDOT's Authorized Representative is:

Name: Rachel Broughton, or her successor.

Title: State Aid, Special Projects

Phone: 612-427-3907

Email: Rachel.broughton@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

4.2. The Local Government's Authorized Representative is:

Name: Seth Greenwood, or his/her successor.

Title: Nicollet County Engineer

Phone: 507-931-1760

Email: seth.greenwood@co.nicollet.mn.us

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

5. Assignment Amendments, Waiver, and Agreement Complete

5.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.

5.2. **Amendments.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.

5.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

5.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

5.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

5.6. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

6. Liability and Claims

6.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results

thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

- 6.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.
7. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
8. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
9. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
10. **Termination; Suspension**
 - 10.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 10.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
 - 10.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
 - 10.3.1. MnDOT does not obtain funding from the Minnesota Legislature; or
 - 10.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of

the lack of funding within a reasonable time of MnDOT's receiving that notice.

- 10.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
11. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
12. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 12.1.1. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

Nicollet County

Nicollet County certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: Nicollet County Board Chair

Date: 11-14-2023

By: _____

Title: Nicollet County Administrator

Date: 11-14-2023

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



RESOLUTION



BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the County of Nicollet to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Nicollet County Board Chair and the County Administrator are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1053781", a copy of which said agreement was before the County Board of Commissioners and which is made a part hereof by reference.

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the County of Nicollet at a duly authorized meeting thereof held on the 14th day of November, 2023, as shown by the minutes of said meeting in my possession.

Dated this 14th day of November, 2023.

Jack Kolars, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator and Clerk to the Board

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Nicollet County ADA Transition Plan Update Presentation		
Primary Originating Division/Dept.: Public Works-Highway Contact: Seth Greenwood, P.E. Title: PWD/County Engineer Amount of Time Requested: 15 minutes Presenter: Seth Greenwood, P.E. & Britt Berner-Stonebrooke Title: PWD/County Engineer	Meeting Date: 11/14/2023 Item Type: Regular Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Facilities and Space - preserve, maintain and build our assets <small>(Select One)</small>		
BACKGROUND/JUSTIFICATION: Nicollet County's ADA (American Disability Act) Transition Plan was last adopted in 2019 as part of a joint ADA Transition Plan development with MAPO. Every 5 years the ADA Transition Plan needs to be reviewed and updated. Earlier this year MAPO hired Stonebrooke Engineering to lead the ADA Transition Plan Update. Nicollet County and Blue Earth County also hired Stonebrooke to update each County's respective plan outside of the MAPO boundaries so each County has a consistent ADA plan. Stonebrooke kicked off the update work in the Spring of 2023 and are now close to completing the update. Britt Berner with Stonebrooke Engineering will be attending the Board Meeting to present to the County Board an overview of the plan update process as we near completion of this project.		
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): 4/7/2023		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Informational		
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 = State <small>(Select One)</small> Total:	

Mankato Area Planning Organization - ADA Update

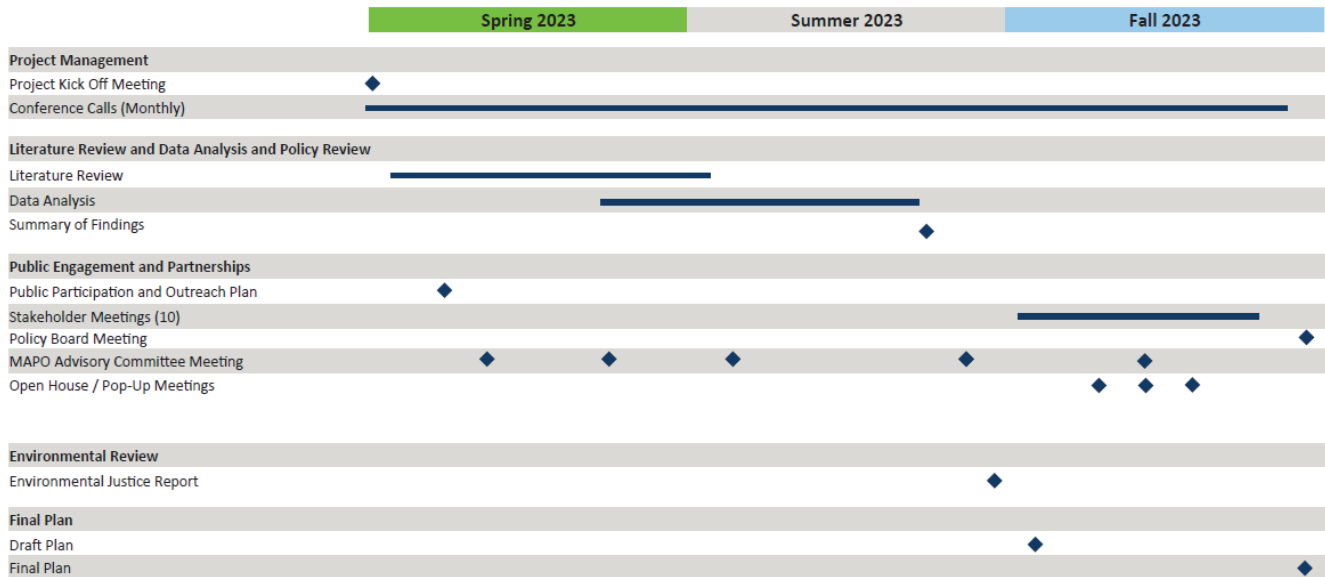
Nicollet County Board of Commissioners Meeting
November 14, 2023



Plan Update

- Previous Plan was completed in 2017
- Jurisdictions within MAPO that have ADA infrastructure
 - Eagle Lake
 - Mankato
 - North Mankato
 - Skyline – No current infrastructure
 - Blue Earth County
 - Nicollet County

Schedule



11/3/2023

Public Engagement



11/3/2023

Stakeholder Outreach

- SMILES
- VINE
- Greater Mankato Area United Way
- ARC Southwest Housing
- Different Drummer Dance
- Statewide Health Improvement Program (SHIP)
- Durham Apartments
- Walnut Towers
- Gus Johnson Apartments
- Rivers Edge Apartments
- Homestead Apartments

City of Eagle Lake

	2017	2023	% change
Sidewalks	79%	80%	+1%
Curb Ramps	31%	31%	No Change
Crosswalks	100%	100%	N/A

City of Mankato

	2017	2023	% change
Curb Ramps	63%	67%	+4%
Sidewalks	91%	92%	+1%
Bus Stops	7%	7%	No change
APS Signals	61%	61%	No change
Crosswalks	94%	94%	No change
Railroad Crossings	0%	0%	No change

City of North Mankato

	2017	2023	% change
Curb Ramps	33%	45%	+12%
Sidewalks	76%	82%	+6%
Bus Stops	27%	27%	No change
APS Signals	35%	35%	No change
Crosswalks	99%	99%	No change

City of Skyline

- No current infrastructure. Policy focused.

Blue Earth County

	2017	2023	% change
Curb Ramps	45%	50%	+5%
Sidewalks	85%	87%	+2%
APS Signals	77%	77%	No change
Crosswalks	100%	100%	N/A

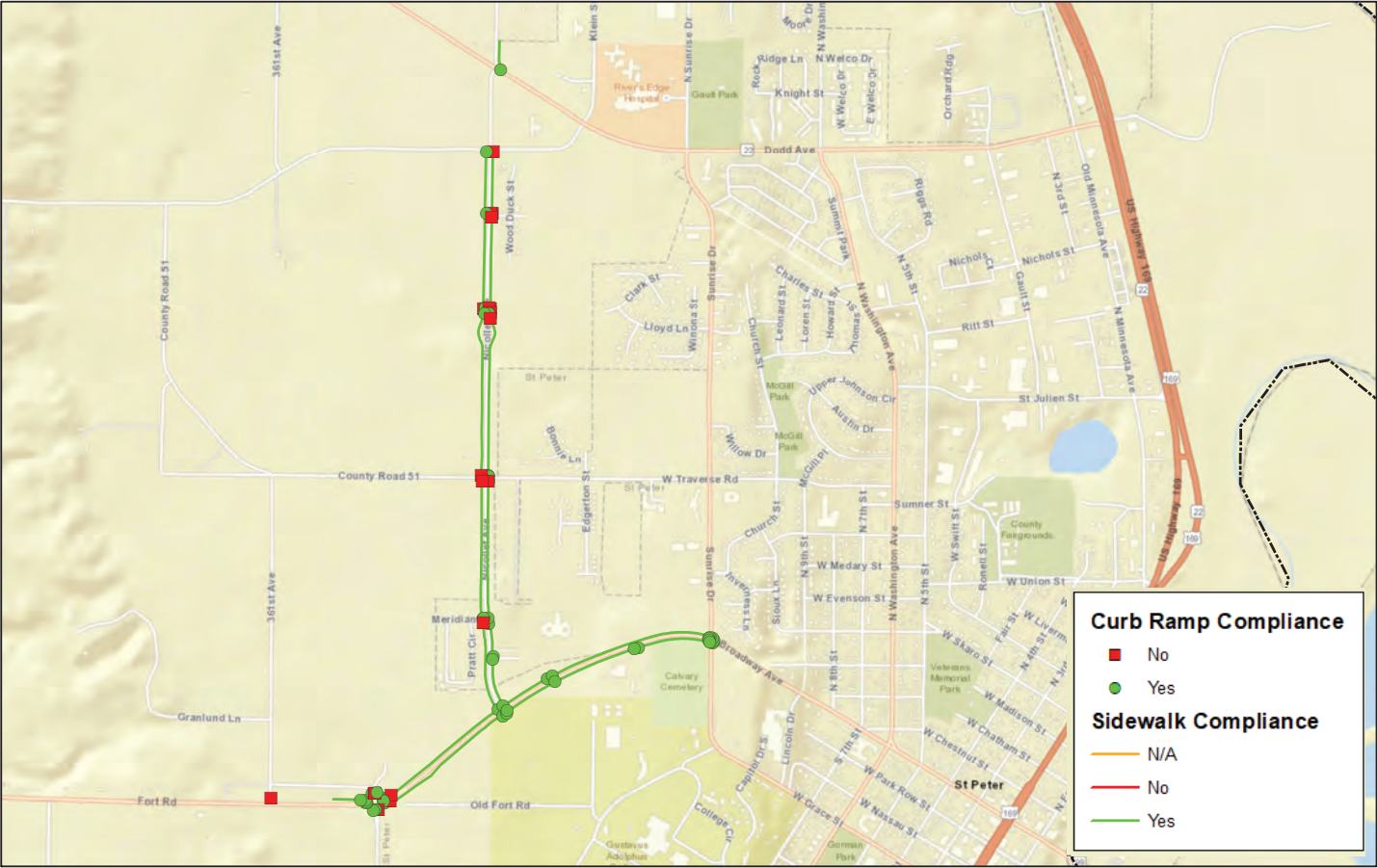
Nicollet County

	2017	2023	% change
Curb Ramps	56%	68%	+12%
Sidewalks	91%	91%	No change
Crosswalks	13%	13%	No change

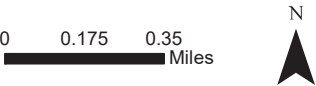


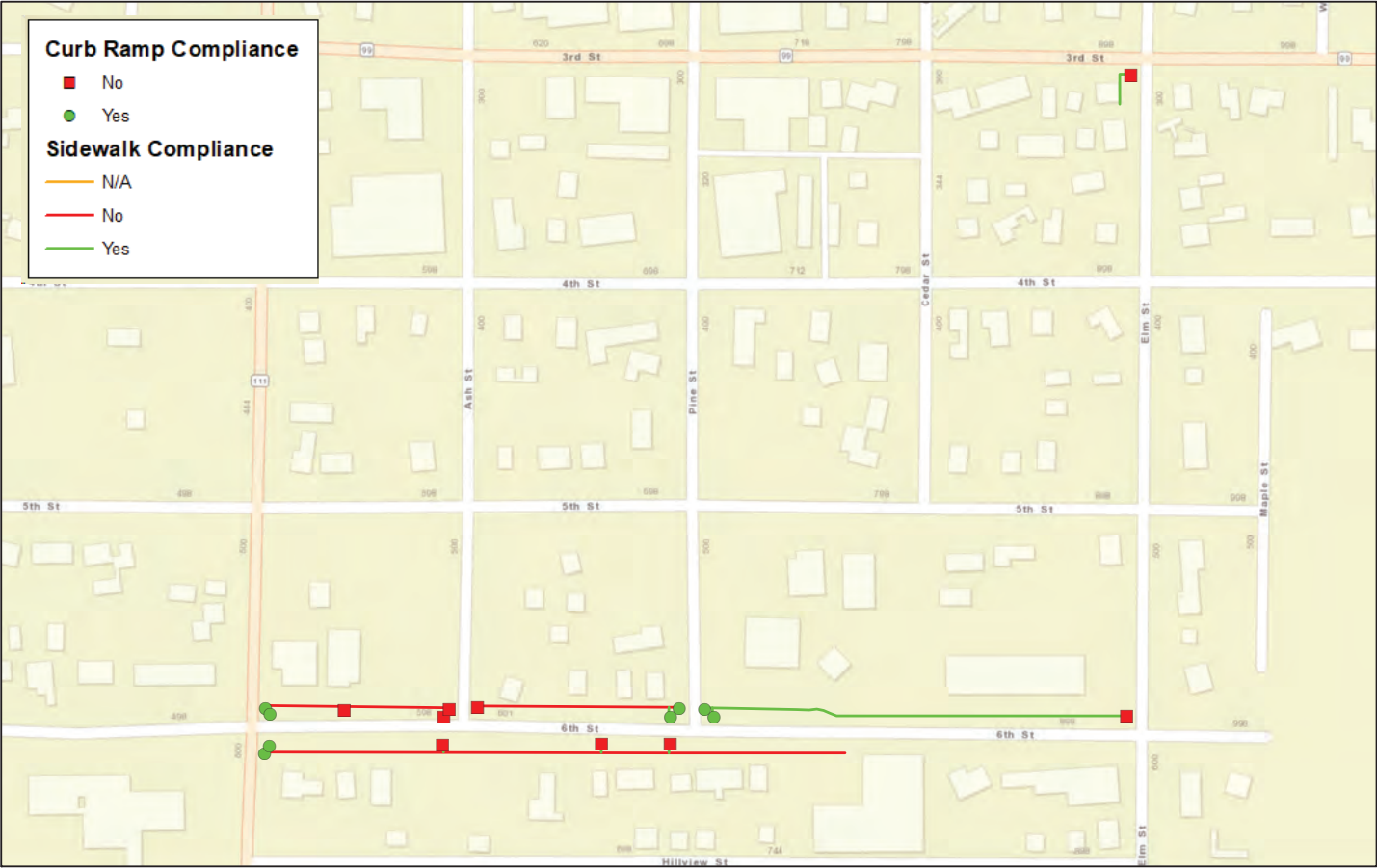
City of Lafayette



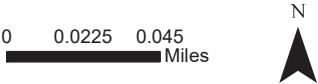


City of St. Peter





City of Nicollet





City of North Mankato



Priority Areas

- High Priority Area

- Government facilities (city, county, state);
- Department of Motor Vehicles offices and License bureaus;
- Public libraries;
- Public and private primary and secondary schools (within a one-quarter mile radius from the school property);
- Hospitals, health clinics and health centers (public and private);
- Public housing and homeless shelters, including senior facilities and rehabilitation facilities;
- Colleges, universities, and technical schools;
- Transportation hubs (includes bus lines and transit stations);
- Parks

Priority Areas

- Medium Priority Area

- Central business districts, shopping malls, supermarkets and strip retail centers;
- Churches and Places of Worship
- Major employment sites;
- Housing complexes, including apartments

- Low-Priority Areas

- Single-Family residential;
- Industrial;
- Other Areas not classified above

Construction Costs

Description	Unit	Per Unit Cost
Pedestrian Ramp	Corner Ramp	\$5,000
APS Retrofit	APS Equip	\$19,000
New Signal – APS	APS Equip	\$13,000
Sidewalk retrofit	Sq. Ft	\$6.00
Bus Stop retrofit	Bus Stop	\$5,000



OCTOBER 24, 2023
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, October 24, 2023 following the adjournment of the regular Board of Commissioners meeting. Present at the meeting were Commissioners Kolars, Dranttel, Morrow, Dehen, and Zins. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

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

Consent Agenda

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

1. October 10, 2023 Regular Drainage Minutes

Motion carried with all voting in favor.

Public Appearances

There were no public appearances.

Public Works

Consider Ditch Repair Reports 23-017 through 23-021

Ditch Inspector Henry presented the repair reports for portions of CD 62A. Repairs were needed as a result of the CD 62A improvement project.

Motion by Commissioner Morrow and seconded by Commissioner Dranttel to approve ditch repair reports 23-017 through 23-021. Carried with all voting in favor on a roll call vote.

Public Services

CD30A Partial Abandonment Public Hearing

Chair Kolars called the public hearing to order at 10:00 am. Director Kopet came forward to provide information on the petition for partial abandonment for CD 30A. The floor was then opened for public comments related to the CD 30A partial abandonment.

Tim Waibel, 45438 541st Ave., Courtland, came forward to provide comment on the petition. He was joined by Mike Krieger of Ellingson Drainage. A map of the watershed analysis as well as drafted design plans were presented for viewing. The plan outlines the addition of 24-inch oversized tile to replace the current open ditch.

Dean Zimmerli, attorney with Gislason & Hunter, came forward representing the petitioner Mr. Waibel. He stated that the section of county ditch indicated on the map was planned to be abandoned as County property and converted to private ownership. The petitioners have signed a Drainage Tile and Easement Agreement that was submitted with the petition.

Chair Kolars invited Mr. Mark Behrends forward to provide additional comment. Mr. Behrends has worked on redetermination benefits for the majority of ditches in Nicollet County. Landowner benefits are currently being reviewed and this would be a good time to complete a partial abandonment.

The floor was opened for public comments related to CD 30A. No public comments were received and commenting was closed. Commissioner Morrow stated that the items presented clearly show that the portion of CD 30A does not serve a substantial or useful benefit to the drainage system. Following his comment, Commissioner Morrow motioned for acceptance of the petition. Commissioner Zins seconded the motion, and it was carried on a roll call vote with all voting in favor.

At this time, Chair Morrow motioned to take a brief recess before opening the Public Hearing at 10:30 a.m. The motion was seconded by Commissioner Dehen.

Continued CD77 Lateral 2 Final Acceptance Hearing

Chair Kolars opened the final acceptance hearing at 10:30 a.m. Director Kopet came forward to provide background information on the project. Mr. Brandel provided a presentation highlighting the remaining project issues. The first issue was whether the original bid required disconnecting the tile. Mr. Brandel stated that the tile was disconnected at the road as stated in the bid, but there was no language included about crushing the tile on the Waibel property. The second issue was regarding the large rocks Mr. Gieseke reported in the project area on his property. Mr. Brandel stated that removal of rocks was a part of the project bid. The third issue was regarding the private tile outlets not being repaired. Mr. Brandel stated that a decision was made after initial discussions to not repair the private tiles due to cost. He also added that since the fix was not part of the contract, it was not the contractor's responsibility. He recommended closing the project with Jensen Excavating and opening a separate hearing if additional fixes are needed.

Mr. Waibel came forward at shared that the tile issue needs to be addressed, as some areas on his land are caving in and developing sinkholes. Al Schmidt of New Ulm also came forward to comment, stating that he believed it was the landowners' responsibility to fix once the county tile was abandoned. He also stated that he noticed water on the West side of the ditch that wasn't draining as he drove by the area, and it's an issue that needs to be remedied. Travis Domeier came forward to comment that the first tile picture shown was not in Nicollet County. Further, three of the tiles on the South side were reported to be replaced, but he disagreed and stated that they were not.

Director Greenwood came forward to provide additional comments. He reviewed all prior documentation and notes of the project with Mr. Henry and could not find any notes where ISG was directed to close the tiles. There were conversations with Jensen Excavating regarding the cost of this work, as it was much higher than originally expected. Emails and correspondences reflect the increased costs with the additional change orders, however Mr. Greenwood stated that the Drainage Authority could complete these fixes as a separate project. Mr. Brandel also added that he remembered discussions regarding cutting those specific items out of the project as a cost-saving measure.

Commissioner Morrow asked what the standard practice is for tile abandonment, and Director Greenwood stated that they are typically the landowner's responsibility once they are disconnected as they are no longer public property. Commissioner Zins asked if anything was

connected to the tile any longer or if water still flowed through it. Mr. Brandel commented that water can technically still flow through because it's not capped off, and there's still the potential for collapse since it's a large pipe. After reviewing the preconstruction meeting video, Director Kopet stated there was discussion that the tile would be capped and remain on the property, however no formal agreement was made regarding these details.

Commissioner Zins asked Ms. Kopet to elaborate on the repair costs Mr. Waibel mentioned. Director Kopet stated that the levy before the improvement project and future repair fund are combined to determine final cost. She stated that although Mr. Waibel does not have benefits in the improvement portion of the levy, he is still responsible for maintenance costs.

At this time, Commissioner Morrow provided a recap of all issues discussed. The first four issues were discussed extensively, and a fifth item regarding the flow of water on the East end of the project came up for discussion today. Chair Kolars invited Mr. Schmidt up to provide comments on the second issue. He stated that there are still rocks laying on the ditch slope.

Mr. Brandel offered to take drone pictures of all ditch outlets to see if there were remaining issues. He will also contact Mr. Gieseke to ask for documentation of the rocks on his property. Attorney Zehnder Fischer provided an additional summary, stating there are still questions that need answers before the Board could come to an informed decision. It would also allow for further consideration as to what items might be part of an improvement project versus a repair. Also, she provided clarification that the private tile outlets were originally included in the project in part because the ditch slope was also impacted by the project, so it was a causal relationship and not a separate issue. If they were individual issues, that would point to a different conclusion. This distinction would help inform the board of their direction to take for the next meeting.

A motion was put forth by Commissioner Dehen and seconded by Commissioner Dranttel to continue the CD 77 Lateral 2 Final Acceptance hearing on November 14, 2023 at 10:00 am. Motion carried with all voting in favor.

Adjourn

The meeting was adjourned at 11:40 a.m.

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

NICOLLET
COUNTY EST. 1853

Agenda Item: Continued CD77 Lateral 2 Public Hearing on the Final Acceptance of the Improvement Project and Levy Assessments		
Primary Originating Division/Dept.: Public Services		Meeting Date: 11/14/2023
Contact: Jaci Kopet	Title: PPSP Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested 30 minutes		
Presenter: Jaci Kopet		Title: PPSD Directdor
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: This is a continued public hearing for the Final Acceptance of CD77 Lateral 2 Improvement Project. This hearing is set for 10:00 am. The original hearing was held on September 26, 2023 at 10:00 am and continued to October 24, 2023 at 10:30 am Attached is the Final Acceptance report from ISG. This hearing was continued to obtain more information regarding the abandonment of the county tile on Tim Waibel's property, as well as the concern of large rocks buried in the ditch bank. Chuck Brandel will follow up with more information on these issues. Attached are minutes from prior meetings that are relevant to the abandonment of the existing tile on Mr. Waibel's property. If the drainage authority approves the Final Acceptance Report, I will be asking for the draining authority to approve by motion the levy to the landowners for the improvement project and other maintenance costs since last levy in the amount of \$716,347.90 Additional details of the costs are attached on the last page of the attachments. If approved I will be submitting Findings and Order for the levy at the next drainage authority meeting for final approval. +		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Drainage Authority Action Taken on this Item: <input type="radio"/> Yes <input checked="" type="radio"/> No		
If yes, when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A		
ACTION REQUESTED: Approve or deny the final acceptance report for the improvement project to CD 77 Lat 2 and levy.		
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING Drainage Authority Dollars = Grant (Select One) Total	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		

Final Acceptance Report

Nicollet County Ditch No. 77 Improvement

Lafayette Township, Minnesota

Date: July 25, 2023

ISG Project No.: 16-19089



REPORT FOR:
Nicollet County Drainage Authority
1700 Sunrise Drive
St. Peter, MN 56082
507.931.1760

FROM:
ISG
Chuck Brandel, PE
Vice President
115 E Hickory St + Suite 300
Mankato, MN 56001
507.381.6651
Chuck.Brandel@ISGInc.com

SIGNATURE SHEET

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Signature: Chuck T. Brandel

Printed Name: Chuck Brandel, PE

Date: 7/25/2023

License Number: 43359

ISG

115 E Hickory St + Suite 300

Mankato, Minnesota 56001

Nicollet County Ditch No. 77 Improvement

Lafayette Township, Minnesota

Engineer's Project Number: 16-19089

TABLE OF CONTENTS

Table of Contents..... ii

Executive Summary1

Construction Contract.....1

 Final Pay Request..... Error! Bookmark not defined.

As Builts1

Damages1

Total Project Cost.....Error! Bookmark not defined.

APPENDICES

Appendix A: Construction Photos A

Appendix B: Final Pay Request..... B

Appendix C: Damages..... C

Appendix D: Abandonment Maps..... D

Appendix E: As-built Plans E

EXECUTIVE SUMMARY

The Nicollet County Judicial Ditch No. 77 (CD 77) Improvement project began with a petition that was received in 2016 to improve Lateral 2 of Nicollet CD 77 by improving the tile to the west of 561st Ave and lowering the Lateral 2 open ditch. The Final Engineer's Report was approved in May of 2020. Construction Documents were completed and the project was advertised and bid in October 2020. A total of three bids were received however the two lowest bidders did not meet the qualifications requirements and third bid was over 30% above the Engineer's estimate resulting in all bids being rejected. The project was re-bid in January 2021 with a total of six bids received. The project was awarded to the lowest qualified bidder, Jensen Excavating and Trucking LLC.

Construction began in late September 2021 with Jensen making steady progress, completing the tile installation and the ditch cleaning and lowering by early November 2021. The spoil material placed in the open ditch buffer from the ditch cleaning and deepening remained too wet to work with and Jensen was unable to complete the final grading and seeding before the onset of winter conditions. The site was monitored throughout the winter and spring of 2022 and upon Jensen's return to site in May 2022 there were areas with unstable ditch side slopes discovered that required repair. Slough repairs, final grading of the buffers and seeding were completed in May 2022 and the site was monitored for vegetation establishment. The site experienced an unusually hot and dry summer which resulted in poor vegetation establishment. The decision was made between ISG and Nicollet County staff to hold the contract open and pay Jensen to touch-up seed in the spring of 2023. Seeding was completed in early June of 2023.

ISG noted during the June 2023 seeding work that there were areas in the ditch banks that previously repaired sloughs had re-emerged as well as new sloughs and washouts. The majority of these issues are located near private tile outlets that were not included in the Improvement project scope and therefore not repaired. There was also a large rain event in late May of 2023 that it appears may have contributed to this issue as many ditches in the area also had sloughs that developed. Despite the areas with unstable slopes the ditch channel remained intact and there were no areas impacting flow.

CONSTRUCTION CONTRACT

The cost estimate for construction, including contingency, from the FER was \$280,563.45. The original contract price based on Engineer's estimated quantities was \$287,906.38. During construction there were five change orders issued adding \$57,968.30 in construction costs to the contract. Some of those extra costs were offset by cost savings on actual installed base bid item quantities compared to estimated. The final contract price is \$323,289.55.

FINAL PAY REQUEST

To date, the contractor has been paid \$288,167.40 with an unpaid balance of \$35,122.15 left on retainage and the 2023 touch-up seeding costs to be paid. We recommend payment and final acceptance of the Nicollet County Ditch No. 77 Improvement project. The Final Pay Request can be found in Appendix B of this report.

AS BUILTS

ISG has completed the As Built plans that will serve as the new record of the project. The complete as built is located in Appendix E of this report.

DAMAGES

ISG has captured all of the damages, both temporary and permanent, that had occurred due to the project. It is the Engineer's recommendation that the damages to the properties involved be paid out to the landowners at the rate the board adopted during the final hearing. The complete list of damages per property is located in Appendix C of this report.

CONCLUSION

It is the Engineer's opinion that the Contractor, Jensen Excavating and Trucking, LLC., has satisfactorily completed the contract in accordance with plans and specifications. Therefore, the Engineer recommends final payment to the contractor, payment of the constructed damages and abandonment of the existing tile system.

Appendix A: Construction Photos

TYPICAL DITCH DEEPENING WITH SIDE SLOPING.



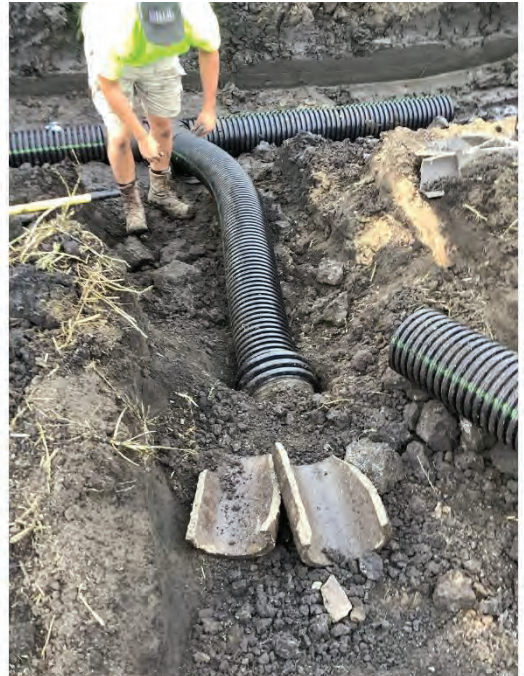
TYPICAL TILE INSTALLATION WITH FLAT BOTTOM AND TRENCH BOX.



TYPICAL BANK ARMORING WITH CLASS III RIP RAP.



TYPICAL PRIVATE TILE CONNECTION INTO NEW 10" SUB MAIN.



Appendix B: Final Pay Request

ISG		Contractor's Application for Payment No.		4 FINAL	
		Application Period:	5/31/2023 - 5/31/2023	Application Date:	5/15/2023
To (Owner):	Nicollet County 501 S. Minnesota Ave Saint Peter, MN 56082	From (Contractor):	Jensen Excavating & Trucking, LLC 931 Plaza Street West Albert Lea, MN 56007	Via (Engineer):	ISG Chuck Brandel 115 E Hickory St, Suite 300 Mankato, MN 56001
Project:	Nicollet County Ditch No. 77	Contract:			
Owner's Contract No.		Contractor's Project No.		Engineer's Project No.	19089

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$8,213.70	
2	\$27,659.50	
3	\$5,811.60	
4	\$350.00	
5	\$15,585.00	
TOTALS	\$57,619.80	
NET CHANGE BY CHANGE ORDERS		\$57,619.80

1. ORIGINAL CONTRACT PRICE.....	\$	287,906.38
2. Net change by Change Orders.....	\$	57,619.80
3. Current Contract Price (Line 1 ± 2).....	\$	345,526.18
4. Completed Bid Items (Column J total on Completed Items)	\$	265,321.25
5. Completed Change Order Items (Column K total on Change Order Items)	\$	57,968.30
6. Temporary Withholdings (Column L on Temporary Withholdings)	\$	-
7. Stored Materials (Column L total on Stored Materials)	\$	-
8. TOTAL COMPLETED AND STORED TO DATE LESS TEMPORARY WITHHOLDINGS	\$	323,289.55
9. RETAINAGE:		
a. X \$ 323,289.55 Work Completed (Line 4+5+6).....	\$	-
b. X \$ - Stored Material (Line 7).....	\$	-
c. Total Retainage (Line 5.a + Line 5.b).....	\$	-
10. AMOUNT ELIGIBLE TO DATE (Line 8 - Line 9.c).....	\$	323,289.55
11. LESS PREVIOUS PAYMENTS (Line 10 from prior Application).....	\$	288,167.40
12. AMOUNT DUE THIS APPLICATION.....	\$	35,122.15
13. BALANCE TO FINISH, PLUS RETAINAGE		
(Column L total on Completed Items + Column M Total Change Order Items + Column L on Temporary Withholdings + Line 9.c above).....	\$	-

Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; and (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor Signature By: <i>Janie Furber</i>	Date: 6-23-23

Payment of:	<u>\$35,122.15</u>	
	(Line 8 or other - attach explanation of the other amount)	
is recommended by:	<u>Chloe T. Bell</u>	<u>6/23/2023</u>
	(Engineer)	(Date)
Payment of:	<u></u>	
	(Line 8 or other - attach explanation of the other amount)	
is approved by:	<u></u>	<u></u>
	(Owner)	(Date)
Approved by:	<u></u>	<u></u>
	Funding or Financing Entity (if applicable)	(Date)

Completed Bid Items



Nicollet County
Ditch No. 77

Nicollet County

Pay Request 4 FINAL
5/31/2023 To 5/31/2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Bid Item Number	Bid Item	Unit	Quantity	Unit Price	Total Amount	Quantity This Pay Request	Amount This Pay Request	Quantity To Date	Amount To Date	Quantity Remaining	Amount Remaining	Qty +/- Estimate	Amount +/- Estimate
01.7113.1000.01	MOBILIZATION	LS	1.00	\$ 13,150.00	\$ 13,150.00	0.00	\$ -	1.00	\$ 13,150.00	0.00	\$ -	0.00	\$ -
31.2301.1000.03	DITCH CLEANING (4' WIDE DITCH BOTTOM)	LF	570.00	\$ 2.50	\$ 1,425.00	0.00	\$ -	565.00	\$ 1,412.50	0.00	\$ -	5.00	\$ 12.50
31.2311.1000.03	DITCH DEEPENING (4' WIDE DITCH BOTTOM)	LF	9030.00	\$ 5.00	\$ 25,150.00	0.00	\$ -	4918.00	\$ 24,590.00	0.00	\$ -	112.00	\$ 560.00
31.2316.1000.07	TOP SOIL STRIP & PLACE SPOILS (PI) (EV)	CY	11552.39	\$ 2.00	\$ 23,104.78	0.00	\$ -	12523.00	\$ 25,046.00	0.00	\$ -	-970.61	\$ (1,941.22)
31.3700.1000.07	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	90.00	\$ 75.00	\$ 6,750.00	0.00	\$ -	63.00	\$ 4,725.00	0.00	\$ -	27.00	\$ 2,025.00
32.9219.1000.10	16.5" BUFFER STRIP SEEDING	AC	4.25	\$ 1,435.00	\$ 6,098.75	0.00	\$ -	2.00	\$ 2,870.00	0.00	\$ -	2.25	\$ 3,228.75
32.9219.1000.10	STANDARD SIDE SLOPE SEEDING	AC	3.87	\$ 4,135.00	\$ 16,007.45	0.00	\$ -	5.65	\$ 23,362.75	0.00	\$ -	-1.78	\$ (7,360.30)
32.9219.1000.10	BUFFER STRIP MOWING	AC	8.50	\$ 75.00	\$ 637.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	8.50	\$ 637.50
32.9219.1000.10	WEED SPRAYING	AC	12.37	\$ 220.00	\$ 2,721.40	0.00	\$ -	0.00	\$ -	0.00	\$ -	12.37	\$ 2,721.40
33.0513.1000.02	FURNISH & INSTALL WATER QUALITY INLET	EA	1.00	\$ 3,250.00	\$ 3,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ 3,250.00
33.0513.1000.02	INSTALL DROP INTAKE (18-INCH)	EA	3.00	\$ 2,650.00	\$ 8,150.00	0.00	\$ -	1.00	\$ 2,650.00	0.00	\$ -	2.00	\$ 4,100.00
33.0513.1000.02	CAP DROP INTAKE (18-INCH)	EA	2.00	\$ 405.00	\$ 810.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	2.00	\$ 810.00
33.0513.1000.02	INSTALL 24-INCH ASI RISER ASSEMBLY W/TRASH GRATE	EA	1.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -
33.0513.1000.02	INSTALL 15-INCH ASI RISER ASSEMBLY W/TRASH GRATE	EA	4.00	\$ 1,275.00	\$ 5,100.00	0.00	\$ -	3.00	\$ 3,825.00	0.00	\$ -	1.00	\$ 1,275.00
33.0513.1000.02	INSTALL 12-INCH ASI RISER ASSEMBLY W/TRASH GRATE	EA	3.00	\$ 1,250.00	\$ 3,750.00	0.00	\$ -	3.00	\$ 3,750.00	0.00	\$ -	0.00	\$ -
33.0513.1000.02	INSTALL 24-INCH ASI OUTLET ASSEMBLY	EA	1.00	\$ 2,950.00	\$ 2,950.00	0.00	\$ -	1.00	\$ 2,950.00	0.00	\$ -	0.00	\$ -
33.0513.1000.02	INSTALL 18-INCH ASI OUTLET ASSEMBLY	EA	1.00	\$ 2,600.00	\$ 2,600.00	0.00	\$ -	1.00	\$ 2,600.00	0.00	\$ -	0.00	\$ -
33.0513.1000.02	INSTALL 15-INCH ASI OUTLET ASSEMBLY	EA	4.00	\$ 2,000.00	\$ 8,000.00	0.00	\$ -	3.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 2,000.00
33.0513.1000.02	INSTALL 12-INCH ASI OUTLET ASSEMBLY	EA	2.00	\$ 1,800.00	\$ 3,600.00	0.00	\$ -	2.00	\$ 3,600.00	0.00	\$ -	0.00	\$ -
33.4510.1000.02	CONNECT EXISTING 10-INCH TILE	EA	2.00	\$ 300.00	\$ 600.00	0.00	\$ -	1.00	\$ 300.00	0.00	\$ -	1.00	\$ 300.00
33.4510.1000.02	CONNECT EXISTING 8-INCH TILE	EA	3.00	\$ 300.00	\$ 900.00	0.00	\$ -	1.00	\$ 300.00	0.00	\$ -	2.00	\$ 600.00
33.4510.1000.02	CONNECT EXISTING 6-INCH TILE	EA	6.00	\$ 275.00	\$ 1,650.00	0.00	\$ -	4.00	\$ 1,100.00	0.00	\$ -	2.00	\$ 550.00
33.4510.1000.02	CONNECT EXISTING 4-INCH TILE	EA	8.00	\$ 300.00	\$ 2,400.00	0.00	\$ -	2.00	\$ 600.00	0.00	\$ -	6.00	\$ 1,800.00
33.4510.1000.02	ARMOR TILE OUTLET (RIPRAP & GEOTEXTILE FABRIC)	EA	18.00	\$ 550.00	\$ 9,900.00	0.00	\$ -	17.00	\$ 9,350.00	0.00	\$ -	1.00	\$ 550.00
33.4510.1000.03	42-INCH AGRICULTURAL TILE	LF	665.00	\$ 72.00	\$ 47,880.00	0.00	\$ -	670.00	\$ 48,240.00	0.00	\$ -	-5.00	\$ (360.00)
33.4510.1000.03	36-INCH AGRICULTURAL TILE	LF	785.00	\$ 72.00	\$ 56,520.00	0.00	\$ -	775.00	\$ 55,800.00	0.00	\$ -	10.00	\$ 720.00
33.4510.1000.03	10" PERFORATED SINGLE WALL TILE	LF	580.00	\$ 28.00	\$ 16,240.00	0.00	\$ -	580.00	\$ 16,240.00	0.00	\$ -	0.00	\$ -
33.4510.1000.03	INSTALL 12-INCH PERFORATED TILE	LF	30.05	\$ 27.00	\$ 810.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	30.05	\$ 810.00
33.4510.1000.03	REMOVE EXISTING TILE (SIZE & MATERIAL MAY VARY)	LF	580.00	\$ 6.00	\$ 3,480.00	0.00	\$ -	580.00	\$ 3,480.00	0.00	\$ -	0.00	\$ -
33.4510.1000.07	GRANULAR PIPE FOUNDATION	CY	185.53	\$ 50.00	\$ 9,276.50	0.00	\$ -	75.80	\$ 3,790.00	0.00	\$ -	109.73	\$ 5,486.50
33.4520.1000.02	REMOVE CMP OUTLET	EA	6.00	\$ 500.00	\$ 3,000.00	0.00	\$ -	5.00	\$ 2,500.00	0.00	\$ -	1.00	\$ 500.00
34.0100.1000.02	OPEN CUT & RESTORE GRAVEL ROAD OR DRIVEWAY	EA	1.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	1.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -
					\$ 287,406.38		\$ -		\$ 265,221.25		\$ -		\$ 22,185.13

Completed Change Order Items



Nicollet County
Ditch No. 77

Nicollet County

Pay Request 4 FINAL
5/31/2023 To 5/31/2023

A Change Order	B Bid Item Number	C Bid Item	D Unit	E Quantity	F Unit Price	G Total Amount	H Quantity This Pay Request	I Amount This Pay Request	J Quantity To Date	K Amount To Date Date	L Quantity Remaining	M Amount Remaining
1	1-101	DITCH CLEANING (4' WIDE DITCH BOTTOM)	LF	2700.00	\$ 2.50	\$ 6,750.00	0.00	\$ -	2650.00	\$ 6,625.00	0.00	\$ -
1	1-102	16.5' BUFFER STRIP SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	1.02	\$ 1,435.00	\$ 1,463.70	0.00	\$ -	0.00	\$ -	0.00	\$ -
2	2-201	BULKHEAD 24-INCH TILE	EA	1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	1.00	\$ 1,000.00	0.00	\$ -
2	2-202	4" PERFORATED AGRICULTURAL TILE	LF	375.00	\$ 25.00	\$ 9,375.00	0.00	\$ -	375.00	\$ 9,375.00	0.00	\$ -
2	2-203	10" PERFORATED AGRICULTURAL TILE	LF	358.00	\$ 28.00	\$ 10,024.00	0.00	\$ -	358.00	\$ 10,024.00	0.00	\$ -
2	2-204	TILE INVESTIGATION	HR	2.50	\$ 325.00	\$ 812.50	0.00	\$ -	2.50	\$ 812.50	0.00	\$ -
2	2-205	REMOVE EXISTING TILE	LF	358.00	\$ 6.00	\$ 2,148.00	0.00	\$ -	358.00	\$ 2,148.00	0.00	\$ -
2	2-206	15-INCH TILE OUTLET (20 LF OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA	2.00	\$ 2,150.00	\$ 4,300.00	0.00	\$ -	2.00	\$ 4,300.00	0.00	\$ -
3	3-301	3939-FILTER STRIP	AC	3.48	\$ 1,670.00	\$ 5,811.60	1.16	\$ 1,937.20	4.64	\$ 7,748.80	0.00	\$ -
4	4-401	12-INCH TILE CONNECTION	EA	1.00	\$ 350.00	\$ 350.00	0.00	\$ -	1.00	\$ 350.00	0.00	\$ -
5	5-501	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	171.00	\$ 80.00	\$ 13,680.00	0.00	\$ -	171.00	\$ 13,680.00	0.00	\$ -
5	5-502	CAT 326 Excavator	HR	7.00	\$ 225.00	\$ 1,575.00	0.00	\$ -	7.00	\$ 1,575.00	0.00	\$ -
5	5-503	CAT 289 Skidsteer	HR	2.00	\$ 140.00	\$ 280.00	0.00	\$ -	2.00	\$ 280.00	0.00	\$ -
5	5-504	General Labor	HR	1.00	\$ 50.00	\$ 50.00	0.00	\$ -	1.00	\$ 50.00	0.00	\$ -
						\$ 57,619.80		\$ 1,937.20		\$ 57,968.30		\$ -

Temporary Withholdings



Nicollet County
Ditch No. 77

Nicollet County

Pay Request 4 FINAL
5/31/2023 To 5/31/2023

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item Number	Bid Item	Unit	Quantity	Unit Price	Total Amount	Quantity Installed To Date	Amount Installed To Date	Temp Withholding %	Temp Withholding Amount	Amount Released	Amount Remaining
31.2311.1000.03	DITCH CLEANING (4' WIDE DITCH BOTTOM)	LF	570.00	\$ 2.50	\$ 1,425.00	565.00	\$ 1,412.50	40%	\$ 565.00	\$ 565.00	\$ -
31.2311.1000.03	DITCH DEEPENING (4' WIDE DITCH BOTTOM)	LF	5030.00	\$ 5.00	\$ 25,150.00	4918.00	\$ 24,590.00	40%	\$ 9,836.00	\$ 9,836.00	\$ -
32.9219.1000.10	16.5' BUFFER STRIP SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	4.25	\$ 1,435.00	\$ 6,098.75	2.00	\$ 2,870.00	40%	\$ 1,148.00	\$ 1,148.00	\$ -
32.9219.1000.10	STANDARD SIDESLOPE SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 8 MULCH)	AC	3.87	\$ 4,135.00	\$ 16,002.45	5.65	\$ 23,362.75	40%	\$ 9,345.10	\$ 9,345.10	\$ -
3-301	3939-FILTER STRIP	AC	3.48	\$ 1,670.00	\$ 5,811.60	4.64	\$ 7,748.80	40%	\$ 3,099.52	\$ 3,099.52	\$ -
33.4510.1000.03	42-INCH AGRICULTURAL TILE	LF	665.00	\$ 72.00	\$ 47,880.00	670.00	\$ 48,240.00	10%	\$ 4,824.00	\$ 4,824.00	\$ -
33.4510.1000.03	36-INCH AGRICULTURAL TILE	LF	785.00	\$ 72.00	\$ 56,520.00	775.00	\$ 55,800.00	10%	\$ 5,580.00	\$ 5,580.00	\$ -
									\$ 34,397.62	\$ 34,397.62	\$ -



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-511-226-464
Submitted Date and Time:	30-Jun-2023 10:47:06 AM
Legal Name:	JENSEN EXCAVATING AND TRUCKING
Federal Employer ID:	26-4036416
User Who Submitted:	9780749
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1951551488
Minnesota ID:	9780749
Project Owner:	NICOLLET COUNTY DRAINAGE AUTHORITY
Project Number:	19089
Project Begin Date:	01-Apr-2021
Project End Date:	31-May-2023
Project Location:	NICOLLET COUNTY
Project Amount:	\$323,289.55

Subcontractor Summary

Name	ID	Affidavit Number
EVERGREEN COMPANIES	9938884	1045516288

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-086-717-024
Submitted Date and Time:	30-Jun-2023 8:42:06 AM
Legal Name:	EVERGREEN LAWN SERVICE
Federal Employer ID:	26-4761369
User Who Submitted:	Evergreen Companies
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1045516288
Minnesota ID:	9938884
Project Owner:	NICOLLET COUNTY DRAINAGE AUTHORITY
Project Number:	19089
Project Begin Date:	01-Jun-2022
Project End Date:	30-Jun-2023
Project Location:	NICOLLET COUNTY
Project Amount:	\$35,965.55
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*

19089: Nicollet County Ditch No. 77 Rebid (Ditch cleaning, ditch deepening, agricultural tile, seeding and erosion control), Nicollet County, Minnesota

ARCHITECT'S PROJECT NUMBER:

OWNER ☐

CONTRACT FOR:

ARCHITECT ☐

CONTRACTOR ☐

TO OWNER: *(Name and address)*

Nicollet County Drainage Authority
1700 Sunrise Drive
Saint Peter, MN 56082

CONTRACT DATED: 3/04/2021

SURETY ☐

OTHER ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety.)

Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

on bond of
(Insert name and address of Contractor.)

Jensen Excavating & Trucking, LLC
931 Plaza Street West
Albert Lea, MN 56007

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner.)

Nicollet County Drainage Authority
1700 Sunrise Drive
Saint Peter, MN 56082

, CONTRACTOR,

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 27th 2023
(Insert in writing the month followed by the numeric date and year.)

Granite Re, Inc.

(Surety)

(Signature of authorized representative)

Jennifer Boyles, Attorney-in-fact
(Printed name and title)

Attest:
(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA[®] Document G707[™] – 1994 Instructions

Consent of Surety to Final Payment

GENERAL INFORMATION

Purpose. AIA Document G707[™] is intended for use as a companion to AIA Document G706[™], Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

Related Documents. This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

Reproductions. This document is a copyrighted work and may not be reproduced or excerpted from without the express written permission of the AIA. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce this document.

The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G707, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

Rights to reproduce the document may vary for users of AIA software. Licensed AIA software users should consult the End User License Agreement (EULA).

To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

COMPLETING G707-1994

General. The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

EXECUTING THE DOCUMENT

AIA Document G707 requires both the Surety's seal and the signature of the Surety's authorized representative.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

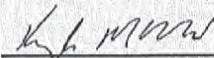
In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

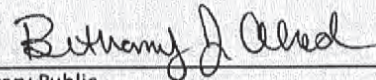


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

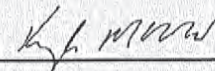
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character Issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
27th day of June, 2023.





Kyle P. McDonald, Assistant Secretary

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC®C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows:

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:


WANDA FRANZ; TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



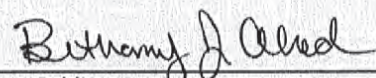

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

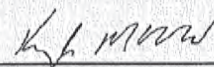
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
27th day of June, 2023.




Kyle P. McDonald, Assistant Secretary

Appendix C: Damages

Nicollet County Ditch No. 77
 2021 Construction Damages Summary
 Final Per As-Built
 Date: 12/3/2021



	General Tract Information						Permanent Damages		Temporary Damages			
	Parcel Description	Parcel Owner	Parcel ID	Approximate Station Range	Project Description	Crop Type	Side Sloped Area (Acres)	Total Permanent Excavated (Acres)	Contractor Damages due to Construction (Acres)	Non-Crop Damages due to Construction (Acres)	Crop Damages due to Construction (Acres)	Total Temporary Easement (Acres)
Lateral 2	SE 1/4 NE 1/4 SECTION 35 LAFAYETTE TOWNSHIP	Timothy Walbel	060350410	65+50 to 79+00	Improvement	None	0.00	0.00	0.00	5.03	0.00	5.03
	NE 1/4 SE 1/4 SECTION 35 LAFAYETTE TOWNSHIP	Timothy Walbel	060350600	75+00 to 79+00	Improvement	None	0.00	0.00	0.00	0.82	0.00	0.82
	SW 1/4 SECTION 36 LAFAYETTE TOWNSHIP	Larrys Seibel	060360400	80+00 to 92+00	Improvement	None	0.10	0.10	0.00	0.55	0.00	0.55
	SW 1/4 NW 1/4 SECTION 36 LAFAYETTE TOWNSHIP	Larrys Seibel	060360200	80+00 to 105+50	Improvement	None	0.26	0.26	0.00	6.47	0.00	6.47
Lateral 2C	SW 1/4 SECTION 36 LAFAYETTE TOWNSHIP	Larrys Seibel	060360400	0+00 to 13+50	Improvement	None	0.11	0.11	0.00	0.24	0.00	0.24
	N 1/2 SE 1/4 SECTION 36 LAFAYETTE TOWNSHIP	Jim Gieseke	060360500	13+50 to 25+00	Improvement	None	0.20	0.20	0.00	0.58	0.00	0.58
	NE 1/4 SECTION 36 LAFAYETTE TOWNSHIP	Allen Schmit	060360305	0+00 to 25+00	Improvement	None	0.18	0.18	0.00	5.24	0.00	5.24
Ditch No. 77 Total							0.85	0.85	0.00	18.93	0.00	18.93



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

PROJECT

**NICOLLET COUNTY
COUNTY DITCH No. 77**

LAFAYETTE TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	16-19089
TITLE NAME	ROAD DAMAGES MAP
DRAWN BY	DWH
DESIGNED BY	JMD
REVIEWED BY	CAP
ORIGINAL ISSUE DATE	10/18/2015
CLIENT PROJECT NO.	-

TITLE

DAMAGES MAP

SHEET

1

OF 4



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

PROJECT

**NICOLLET COUNTY
COUNTY DITCH No. 77**

LAFAYETTE TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	16-19089
TITLE NAME	ROAD DAMAGES MAP
DRAWN BY	DWH
DESIGNED BY	JMD
REVIEWED BY	CAP
ORIGINAL ISSUE DATE	10/18/2019
CLIENT PROJECT NO.	-

TITLE

DAMAGES MAP

SHEET

2 OF 4



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

PROJECT

**NICOLLET COUNTY
COUNTY DITCH No.
77**

LAFAYETTE TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	16-19089
TITLE NAME	ROAD DAMAGES MAP
DRAWN BY	DWH
DESIGNED BY	JMD
REVIEWED BY	CAP
ORIGINAL ISSUE DATE	12/18/2015
CLIENT PROJECT NO.	-

TITLE

DAMAGES MAP

SHEET



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

PROJECT

**NICOLLET COUNTY
COUNTY DITCH No.
77**

LAFAYETTE TWP. MINNESOTA

REVISIONS		
DATE	DESCRIPTION	BY

PROJECT NO.	16-19089
TITLE	DAMAGES MAP
DRAWN BY	DAM
DESIGNED BY	JMD
REVIEWED BY	CAP
ORIGINAL ISSUE DATE	10/18/2019
CLIENT PROJECT NO.	-

TITLE

DAMAGES MAP

SHEET

3 OF 4

Appendix D: Abandonment Maps



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

PROJECT

**NICOLLET COUNTY
COUNTY DITCH No.
77**

LAFAYETTE TWP. MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	16-19089
TITLE NAME	WATER DRAINAGE MAP
DRAWN BY	DWH
DESIGNED BY	JMD
REVIEWED BY	CAP
ORIGINAL ISSUE DATE	10/18/2015
CLIENT PROJECT NO.	-

TITLE

ABANDONMENT MAP

SHEET

1 OF 1

PLAN LEGEND

- INSTALLED LATERAL 2" TILE
- ABANDONED LATERAL 2" TILE
- EXISTING COUNTY TILE
- INSTALLED PRIVATE TILE HEADER
- EXISTING PRIVATE TILES
- EXISTING OPEN DITCH



Appendix E: As-built Plans

NICOLLET COUNTY COUNTY DITCH No. 77

LAFAYETTE TWP, MINNESOTA

FINAL AS-BUILT PLANS

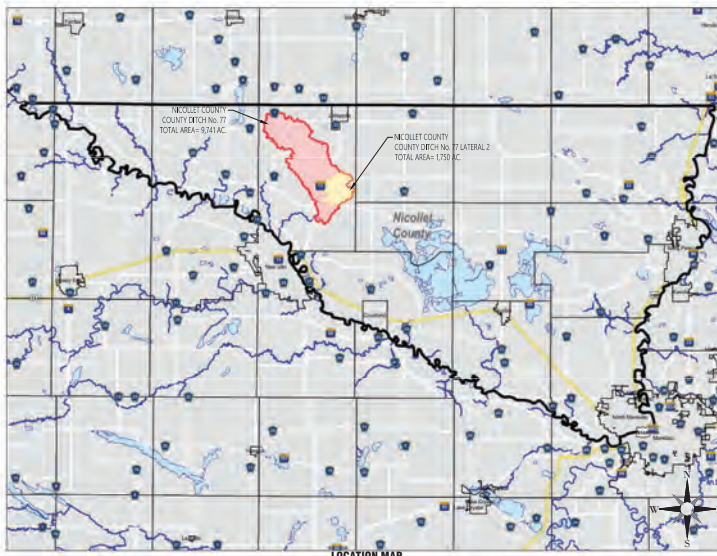
ISG PROJECT # 16-19089

ISG

LEGEND

EXISTING	
WATERSHED BOUNDARY	---
CITY LIMITS	---
SECTION LINE	---
QUARTER SECTION LINE	---
RIGHT OF WAY LINE	---
PROPERTY LOT LINE	---
EASEMENT LINE	---
ACCESS CONTROL	---
WATER EDGE	---
WETLAND BOUNDARY	---
FENCE LINE	---
EXISTING OPEN DITCH	---
CULVERT	---
DITCH TILE	---
PRIVATE TILE	---
WATER	---
GAS	---
OVERHEAD ELECTRIC	---
UNDERGROUND ELECTRIC	---
UNDERGROUND TELEPHONE	---
UNDERGROUND TV	---
OVERHEAD UTILITY	---
UNDERGROUND UTILITY	---
UNDERGROUND FIBER OPTIC	---
CONTOUR (MAJOR)	---
CONTOUR (MINOR)	---
DECIDUOUS TREE	---
CONIFEROUS TREE	---
TREE LINE	---
DROP INTAKE	---
HYDRANT	---
POWER POLE	---

PROPOSED	
EASEMENT	---
PROPOSED OPEN DITCH	---
OPEN DITCH REPAIR	---
CULVERT (RCP)	---
CULVERT (CMP)	---
TILE	---
TILE (PIPE WIDTH)	---
WATER	---
GAS	---
OVERHEAD ELECTRIC	---
UNDERGROUND ELECTRIC	---
UNDERGROUND TV	---
CONTOUR (MAJOR)	---
CONTOUR (MINOR)	---
DROP INTAKE	---
SLOUGH REPAIR	---
SPOIL PLACEMENT	---
TREE CLEARING	---
REMOVE TREE	---
BUFFER	---



LOCATION MAP

SHEET INDEX

- 1 TITLE
- 2 NOTES AND QUANTITIES
- 3 DETAILS
- 4 DETAILS
- 5 DETAILS
- 6 DETAILS
- 7 OVERALL EXISTING WATERSHED
- 8 OVERALL PROPOSED WATERSHED
- 9 ASI MAP
- 10 PLAN & PROFILE LATERAL 2 OPEN DITCH
- 11 PLAN & PROFILE LATERAL 2 OPEN DITCH
- 12 PLAN & PROFILE LATERAL 2 OPEN DITCH
- 13 PLAN & PROFILE LATERAL 2-C OPEN DITCH
- 14 PLAN & PROFILE MAINLINE TILE OPTION 1

DISCLAIMER

INFORMATION FOR THE BOUNDARY / LOT LINES AND UNDERGROUND UTILITIES SHOWN WAS DERIVED FROM DIGITAL DATABASES AND IS FOR INFORMATIONAL PURPOSES ONLY. DATA MAY NOT HAVE BEEN PREPARED FOR, OR BE SUITABLE FOR, LEGAL, ENGINEERING, OR SURVEYING PURPOSES.

PROJECT GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER-CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT/ENGINEER.
2. CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK.
3. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
4. FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
5. DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILE AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN, WHERE SPECIFIC DIMENSIONAL DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
6. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURER'S INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURER'S INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
7. ALL DISSEMBLY METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
8. THE LOCATION AND TYPE OF ALL INPLACE UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF I & S GROUP, INC. (ISG). NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION AND ELEVATIONS OF ALL INPLACE UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
9. THE CONTRACTOR IS TO CONTACT "Gopher STATE ONE CALL" FOR UTILITY LOCATIONS. MINIMUM 3 BUSINESS DAYS PRIOR TO ANY EXCAVATION / CONSTRUCTION (1-800-252-1166).

PROJECT INDEX:

OWNER:

NICOLLET COUNTY
1700 SUNRISE DRIVE
ST PETER / MN/56082
PH: 507-931-1760

PROJECT

ADDRESS / LOCATION:

SECTION: 25, 26, 35, 36, 1, & 2

LAFAYETTE TWP
NICOLLET COUNTY, MINNESOTA

MANAGING OFFICE:

MANKATO OFFICE
115 E HICKORY STREET
SUITE 300
MANKATO, MN 56001
PHONE: 507.387.6651
FAX: 507.387.3583
PROJECT MANAGER: CHUCK BRANDEL
EMAIL: Chuck.Brandel@isginc.com

SPECIFICATIONS REFERENCE

ALL CONSTRUCTION SHALL COMPLY WITH THE COUNTY OF NICOLLET REGULARLY UPDATED STANDARD SPECIFICATIONS FOR CONSTRUCTION, 5TH EDITION, AND THE STANDARD SPECIFICATIONS FOR SANITARY SEWER, STORM DRAIN AND WATERMAIN AS PROPOSED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA 2013, UNLESS DIRECTED OTHERWISE.

PROJECT DATUM

HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), 1983 ADJUSTMENT (NAD83) ON THE NICOLLET COUNTY COORDINATE SYSTEM. U.S. SURVEY FEET.
ELEVATIONS HAVE BEEN REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
RTK GPS METHODS WERE USED TO ESTABLISH HORIZONTAL AND VERTICAL COORDINATES FOR THIS PROJECT.

B.M. ELEVATION=991.405

1.0 MILE NORTH OF KLOSSNER, 1.1 MILE NORTH ALONG TRUNK HWY 15 FROM JUNCTION OF TRUNK HWY 15 AND CR 5 IN KLOSSNER

TOPOGRAPHIC SURVEY

THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED IN JANUARY OF 2019 BY ISG.



NOTE:
THE CLARITY OF THESE PLANS DEPEND UPON COLOR COPIES. IF THIS TEXT DOES NOT APPEAR IN COLOR, THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

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

CHARLES J. BRANDEL

DATE: 10/4/2022 LIC. NO.: 43369

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

PROJECT

NICOLLET COUNTY

COUNTY DITCH

No. 77

LAFAYETTE TWP MINNESOTA

AS-BUILT
10/4/2022

PROJECT NO. 16-19089

CONTRACT NAME: 16089 TILE

DRAWN BY: JAS

DESIGNED BY: JMD

REVIEWED BY: CJB

ORIGINAL ISSUE DATE: 10/10/2022

CLIENT PROJECT NO.:

TITLE

TITLE

SHEET

1

OF 14

GENERAL TILE INSTALLATION NOTES:

1. DURING CONSTRUCTION, CONTRACTOR SHALL MAINTAIN A DRAINAGE OUTLET FOR THE ENTIRE NICOLLET COUNTY DITCH NO. 77 PROJECT AREA.
2. ALL PIPE DIMENSIONS REFERENCED IN THE PLANS REFER TO THE INSIDE DIAMETER.
3. ALL ROAD BENCH, COORDINATION, AND TRAFFIC CONTROL BENCH SHALL BE INCIDENTAL TO ROAD RESTORATIONS.
4. ALL DOWNSPOTTERING FOR THE PROJECT IS INCIDENTAL.
5. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITY TO WITHIN A 10-FOOT WIDE SWATH ALONG PROPOSED TILE ALIGNMENTS FOR 24" TILE OR LESS, AND A 10-FOOT SWATH ALONG PROPOSED TILE ALIGNMENTS FOR TILES LARGER THAN 24". THE SWATH NEED NOT BE CENTERED ON THE PROPOSED TILE ALIGNMENT. ALL ACCESS ROADS SHOULD FOLLOW THE PROPOSED ALIGNMENTS. THE SWATH SHALL NOT DISTURB ANY NON-AGRICULTURAL PRIVATE PROPERTY, DISTURBANCE THROUGH ROAD CROSSINGS, ROAD DITCHES, AND GRASS BUFFERS SHALL BE LIMITED TO THE TRENCH WIDTH NECESSARY FOR SAFE CONSTRUCTION PRACTICES, AND MUST BE RE-SEED WHERE NEEDED.
6. ALL EFFORTS SHALL BE MADE DURING CONSTRUCTION TO SEPARATE SOIL TYPES. BACKFILL SHALL BE COMPACTION PRIOR TO PLACEMENT OF TOPSOIL, EXCEPT THE TOP TWO (2) FEET, FOR WHICH COMPACTION SHALL BE MINIMIZED TO THE EXTENT POSSIBLE. TOPSOIL SHALL BE PLACED TO A MINIMUM DEPTH OF 1' ON UNIFORM TO THE TOPSOIL DEPTH OF THE SURROUNDING AREA. EXCAVATED SPILLS SHALL BE SPREAD EVENLY IN CONSTRUCTION AREA AS TO NOT IMPERE DRAINAGE. ALL EFFORTS SHALL BE MADE TO KEEP TOPSOIL ON TOP AND SEPARATED. NO TOPSOIL SHALL BE PLACED IN THE TRENCH BELOW 2' FROM EXISTING GROUND UNLESS APPROVED BY THE ENGINEER.
7. ALL SPOIL, LEVELING, GRADING, AND RESTORATION OF DISTURBED AREAS SHALL BE IN ACCORDANCE TO THE CONTRACT DOCUMENTS AND SHALL BE INCIDENTAL TO THE WORK.
8. MISCELLANEOUS TREE CLEARING SHALL BE INCIDENTAL TO TILE INSTALLATION.
9. ALL PIPE BEDDING AND ENCASEMENT IS INCIDENTAL TO STANDARD TILE INSTALLATION. REFER TO SPECIFICATIONS FOR DEFINITIONS. FOUNDATION MATERIAL SHALL BE USED IF UNSUITABLE OR UNSTABLE SOILS ARE PRESENT. THE USE OF FOUNDATION MATERIAL SHALL BE APPROVED BY THE ENGINEER BEFORE PLACEMENT.
10. UNLESS OTHERWISE NOTED, ALL HOPE BENDS AND FITTINGS SHALL BE INCIDENTAL TO THE TILE PAY ITEMS. MUST BE BANNED, WRAPPED IN FABRIC, AND SURROUNDED WITH CRUSHED ROCK.
11. ALL TILE ENDS MUST BE CAPPED TO NOT TAKE SEDIMENT UNLESS ANOTHER TILE (PRIVATE OR PUBLIC) IS CONNECTED INTO THE PROPOSED TILE. CAPPING SHALL BE INCIDENTAL TO TILE INSTALLATION.
12. ALL BENDS LARGER THAN 11/2" MUST BE CONSTRUCTED AS PRE-FABRICATED BENDS, ANY BENDS LARGER THAN 4" MUST BE CONSTRUCTED WITH MULTIPLE BENDS WITH AT LEAST 10 FEET IN BETWEEN EACH BEND.
13. UNLESS SPECIFICALLY NOTED, HOPE AND ROP WILL BE THE ONLY ACCEPTABLE MATERIALS FOR ALL PROPOSED BURIED TILE. REFER TO SPECIFICATIONS FOR PROPER INSTALLATION REQUIREMENTS.
14. VERIFY EXISTING TILE LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. PAID FOR AS TILE INVESTIGATION. ANY ADJUSTMENT CHANGES MADE DUE TO TILE INVESTIGATION SHALL BE APPROVED BY THE ENGINEER DURING CONSTRUCTION. ALL EFFORTS WILL BE MADE TO UTILIZE THE SAME FITTINGS AS DESIGNED AND CONTRACTOR SHALL BE COMPENSATED FOR ADDITIONAL BENDS AND FITTINGS IF NEEDED.
15. DROP INTAKES WILL BE PAID FOR BY EACH AND NO ADDITIONAL COMPENSATION WILL BE MADE FOR IN-FIELD ELEVATIONS THAT VARY FROM THE PLANS. MINOR SHAPING AROUND DROP INTAKES AND CULVERT INLETS SHALL BE INCIDENTAL TO THEIR RESPECTIVE PAY ITEMS.
16. DROP INTAKES THAT ARE NOT INTENDED TO TAKE SURFACE FLOW MAY BE CAPPED, AS DETERMINED BY THE ENGINEER. INTAKES MAY BE CUT DOWN AND BURIED AFTER FINAL TELEPHONE, PER LANDOWNER REQUEST, AND WILL BE PAID FOR AS "TOP DROP INTAKE".
17. DROP INTAKES THAT ARE DESIGNED TO BE ON PROPERTY LINES SHALL BE ADJUSTED IN THE FIELD TO MATCH ACTUAL LOCATION OF PROPERTY LINE.
18. AT CROSSINGS OF EXISTING TILE, ONLY THE UPSTREAM SIDE NEED BE CONNECTED, UNLESS OTHERWISE DEEMED NECESSARY. EACH CROSSING WILL BE PAID FOR AS ONE CONNECTION, ALL BENDS, TEES, CONNECTING TILE, AND OTHER FITTINGS NECESSARY FOR CONNECTION SHALL BE INCIDENTAL TO CONNECTION PAY ITEM.
19. ALL TILE CONNECTIONS MUST BE CONNECTED ON THE SIDE OF THE RECEIVING PIPE. TILE CONNECTIONS CANNOT BE MADE COMPLETELY VERTICAL TO PIPE.
20. EXISTING BRANCH CONNECTIONS SHALL BE CONSTRUCTED ONE SIZE LARGER THAN THE EXISTING SIZE, UNLESS OTHERWISE SPECIFIED, WITH DUAL WALL HOPE AND APPROPRIATE FITTINGS. (SINGLE WALL PE TILE WILL NOT BE ALLOWED)
21. ALL PRIVATE TILE CONNECTIONS SHALL BE CONSTRUCTED WITH INSERT-A-TEE CONNECTIONS OR APPROVED EQUAL, WHERE POSSIBLE. CONNECTING TILE SHALL MATCH EXISTING SIZE AND SLOPE. PE TILE WILL BE ALLOWED FOR PRIVATE TILE CONNECTIONS ONLY.
22. REMOVAL OF EXISTING SIDE INLET PIPES IS INCIDENTAL TO ALTERNATIVE SIDE INLET CONSTRUCTION.

GENERAL OPEN DITCH NOTES:

1. DURING CONSTRUCTION, CONTRACTOR SHALL MAINTAIN A DRAINAGE OUTLET FOR THE ENTIRE NICOLLET COUNTY DITCH NO. 77 PROJECT AREA.
2. ALL PIPE DIMENSIONS REFERENCED IN THE PLANS REFER TO THE INSIDE DIAMETER.
3. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITY TO WITHIN A 30-FOOT WIDE AREA ALONG TOP OF DITCH ALIGNMENTS. DISTURBANCE THROUGH ROAD CROSSINGS, ROAD DITCHES, AND GRASS BUFFERS SHALL BE LIMITED TO THE TRENCH WIDTH NECESSARY FOR SAFE CONSTRUCTION PRACTICES.
4. A 15-FOOT GRASS STRIP SHALL BE ESTABLISHED IN AREAS THAT DO NOT HAVE AN EXISTING 15-FOOT GRASS STRIP. SEEDING SHALL OCCUR AFTER ALL WORK HAS BEEN COMPLETED IN THE AREA AND SHALL COMPLY WITH THE CONTRACT DOCUMENTS. THESE AREAS WILL BE DETERMINED BY THE ENGINEER.
5. DITCH CLEANING SHALL BE PERFORMED ON THE SIDE OF THE DITCH THAT IS THE LOWEST FOR THE GREATEST DISTANCE ALONG THE OPEN DITCH SEGMENT. DITCH CLEANING SPOILS SHALL BE PLACED WITHIN 15-FOOT WIDE GRASS STRIP FROM THE TOP OF DITCH SLOPE UNLESS OTHERWISE DETERMINED BY THE ENGINEER.
6. TOPSOIL IN SPOIL AREAS AS SPECIFIED ON PLANS SHALL BE STRIPPED PRIOR TO SPOIL PLACEMENT.
7. SHAPING AROUND SIDE INLETS, WASCOBS, AND CULVERT INLETS SHALL BE INCIDENTAL TO THEIR RESPECTIVE PAY ITEMS.
8. ALL SPOIL, LEVELING, GRADING, AND RESTORATION OF DISTURBED AREAS SHALL BE IN ACCORDANCE TO THE CONTRACT DOCUMENTS AND SHALL BE INCIDENTAL TO THE WORK PERFORMED.
9. ALL EXISTING TILE OUTLETS INTO THE OPEN DITCH, INCLUDING ANY NOT SHOWN ON THE PLANS, SHALL BE REPAIRED, UNLESS SPECIFICALLY NOTED. HOPE OR PVC SHALL BE ACCEPTABLE MATERIAL FOR ALL TILE REPAIRS (SEE DETAILS).
10. EXISTING TILE OUTLETS MAY BE SALVAGED, REUSED, AND PROTECTED WITH RIPRAP IF THE OUTLET IS DETERMINED TO BE IN GOOD CONDITION BY THE ENGINEER. TILE REPAIR AT THESE LOCATIONS SHALL BE PAID FOR AS PAY ITEM "ARMOR TILE OUTLET" (SEE DETAILS).
11. ALL ROAD CROSSING REPAIRS SHALL BE CONSTRUCTED WITH CLASS III ROP ONLY, UNLESS OTHERWISE SPECIFIED ON PLANS OR APPROVED BY THE ENGINEER. TILE ALL PIPE SECTIONS UNDER ROAD CROSSINGS IS INCIDENTAL.
12. CONTRACTOR MUST NOTIFY ENGINEER OF ANY CULVERT SECTIONS DEEMED NOT SALVAGEABLE PRIOR TO REMOVAL AND SHALL BE ADDRESSED BEFORE CULVERT WORK IS DONE.
13. MISCELLANEOUS TREE CLEARING SHALL BE INCIDENTAL TO DITCH CLEANING PAY ITEMS).
14. TREE CLEARING AND HEAVY VEGETATION REMOVAL IS REQUIRED ON DITCH SIDE SLOPES AND WITHIN THE 1-600 BUFFER AND WILL BE PAID FOR AS PER LINEAR FOOT, APPROXIMATE LOCATIONS ARE INCLUDED ON THE MAP FOR REFERENCE. TREES SHALL BE CLEARED AND GRUBBED AND SPRAY THE AREA AROUND TREE AFTER COMPLETE.
15. DITCH DEEPENING SHALL INCLUDE DITCH EXCAVATION, SPOIL, LEVELING, AND GRADING OF SIDESLOPES PER THE CROSS SECTION DETAILS SHOWN IN THE PLANS.

TOTAL ESTIMATED QUANTITIES			
Item Code	Item	Unit	Estimated Quantity
01 2313.0000.01	MOBILIZATION	LS	1
01 2313.0000.01	DITCH CLEANING (4" WIDE DITCH BOTTOM)	LF	370
01 2313.0000.01	DITCH DEEPENING (4" WIDE DITCH BOTTOM)	LF	500
01 3734.0000.07	TOP SOIL STRIP & BACK SPILLS (1' DEPT)	CY	1315.0
01 5700.0000.07	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	90
01 6216.0000.32	16.5" BUFFER STRIP SEEDING (16.5" MAX. BUFFER BLEND WITH TYPE 3 MULCH)	AC	1.25
01 6216.0000.32	STANDARD SLOES/ON SEEDING	AC	1
01 6216.0000.32	16.5" MAX. BUFFER BLEND WITH TYPE 3 MULCH	AC	6
01 6216.0000.32	BUFFER STRIP ANCHORS	AC	6.5
01 6216.0000.32	VIDEO SPRAYING	AC	12.97
01 0513.0000.02	FURNISH & INSTALL WATER QUALITY INLET	BA	3
01 0513.0000.02	INSTALL DROP INTAKE (18" INCH)	BA	2
01 0513.0000.02	6"IP DROP INTAKE (18" INCH)	BA	2
01 0513.0000.02	INSTALL 34-INCH ASU RISER ASSEMBLY W/ TRASH GRATE	BA	1
01 0513.0000.02	INSTALL 15-INCH ASU RISER ASSEMBLY W/ TRASH GRATE	BA	6
01 0513.0000.02	INSTALL 12-INCH ASU RISER ASSEMBLY W/ TRASH GRATE	BA	1
01 0513.0000.02	INSTALL 24-INCH ASU OUTLET ASSEMBLY	BA	1
01 0513.0000.02	INSTALL 18-INCH ASU OUTLET ASSEMBLY	BA	1
01 0513.0000.02	INSTALL 15-INCH ASU OUTLET ASSEMBLY	BA	4
01 0513.0000.02	INSTALL 12-INCH ASU OUTLET ASSEMBLY	BA	7
01 4510.0000.03	CONNECT EXISTING 10-INCH TILE	BA	2
01 4510.0000.03	CONNECT EXISTING 8-INCH TILE	BA	2
01 4510.0000.03	CONNECT EXISTING 6-INCH TILE	BA	6
01 4510.0000.03	CONNECT EXISTING 4-INCH TILE	BA	6
01 4510.0000.03	ARMOR TILE OUTLET (RIPRAP & GEOTEXTILE FABRIC)	BA	18
01 4510.0000.03	42-INCH AGRICULTURAL TILE	LF	486
01 4510.0000.03	36-INCH AGRICULTURAL TILE	LF	785
01 4510.0000.03	30" PERFORATED SINGLE WALL TILE	LF	380
01 4510.0000.03	INSTALL 12-INCH PERFORATED TILE	LF	30
01 4510.0000.03	REINFORCE EXISTING TILE (1/2" & MATERIAL ARM VIBRI)	LF	500
01 4510.0000.07	GRANULAR PIPE FOUNDATION	CY	286
01 4510.0000.07	REINFORCE CULVERT	BA	6
01 5000.0000.02	OPEN CUT & RESTORE GRAVEL ROAD OR DRIVEWAY	BA	1

TOTAL CHANGE ORDER QUANTITIES			
Change Order	Item Code	Item	Unit Installed Quantity
1	1-101	DITCH CLEANING (4" WIDE DITCH BOTTOM)	LF 2650
1	1-102	16.5" BUFFER STRIP SEEDING (16.5" MAX. BUFFER BLEND WITH TYPE 3 MULCH)	DEED 0
2	2-201	BULKHEAD 24-INCH TILE	EA 1
2	2-202	4" PERFORATED AGRICULTURAL TILE	LF 375
2	2-203	30" PERFORATED AGRICULTURAL TILE	LF 358
2	2-204	TILE INVESTIGATION	HR 2.5
2	2-205	REMOVE EXISTING TILE	LF 358
2	2-206	15-INCH TILE OUTLET (20' OF PIPE & RIPRAP ON GEOTEXTILE FABRIC)	EA 2
3	3-301	3039-FILTER STRIP	AC 3.48
4	4-401	12-INCH TILE CONNECTION	EA 1
5	5-501	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY 171
5	5-502	CAT 126 EXCAVATOR	HR 7
5	5-503	CAT 289 SKIDSTEER	HR 2
5	5-504	GENERAL LABOR	HR 1

ALTERNATION 1011 (P101) (2025)									
Description		S&B/NO	Est Item		Bids Item		Bids Item		Bids Item
			ESTIMATE PRICE	ESTIMATE QUANTITY	ESTIMATE PRICE	ESTIMATE QUANTITY	ESTIMATE PRICE	ESTIMATE QUANTITY	
ID	BRANCH INFORMATION	ESTIMATE PRICE	ESTIMATE QUANTITY	ESTIMATE PRICE	ESTIMATE QUANTITY	ESTIMATE PRICE	ESTIMATE QUANTITY	ESTIMATE PRICE	ESTIMATE QUANTITY
401	1-101	12-01	TRASH GRATE	12	12	12	12	12	12
402	1-102	12-02	TRASH GRATE	12	12	12	12	12	12
403	1-103	12-03	TRASH GRATE	12	12	12	12	12	12
404	1-104	12-04	TRASH GRATE	12	12	12	12	12	12
405	1-105	12-05	TRASH GRATE	12	12	12	12	12	12
406	1-106	12-06	TRASH GRATE	12	12	12	12	12	12
407	1-107	12-07	TRASH GRATE	12	12	12	12	12	12
408	1-108	12-08	TRASH GRATE	12	12	12	12	12	12
409	1-109	12-09	TRASH GRATE	12	12	12	12	12	12
410	1-110	12-10	TRASH GRATE	12	12	12	12	12	12

401 WAS NOT BIDDABLE. EXISTING A16 WAS A CONCRETE STRUCTURE IN GOOD SHAPE, NO WORK WAS NECESSARY.*

ISG

NOTE: THE CLARITY OF THESE PLANS DEPEND UPON COLOR COPIES. IF THIS TEXT DOES NOT APPEAR IN COLOR, THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

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

CHARLES J. BRANDEL

DATE: 10/4/2022 LIC. NO.: 43369

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

PROJECT

NICOLLET COUNTY

COUNTY DITCH NO.

77

LAFAYETTE TWP MINNESOTA

REVISION SCHEDULE

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

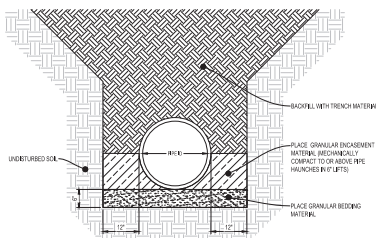
DATE DESCRIPTION BY

DATE DESCRIPTION BY

DATE DESCRIPTION BY

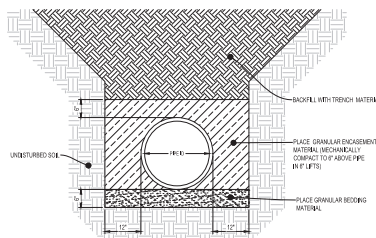
DATE DESCRIPTION BY

ISG



NOTE:
GRANULAR BEDDING, GRANULAR ENCASMENT, AND BACKFILL SHALL BE INCIDENTAL TO CONSTRUCTION.

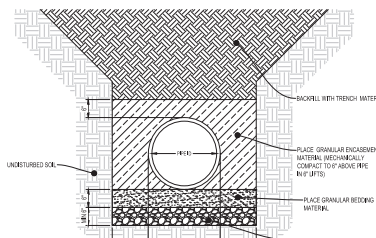
**RCP FLAT BOTTOM
TRENCH BEDDING**
NTS AG110



NOTE:
GRANULAR BEDDING, GRANULAR ENCASMENT, AND BACKFILL SHALL BE INCIDENTAL TO CONSTRUCTION.

**HDPE FLAT BOTTOM
TRENCH BEDDING**
NTS AG105

****METHOD USED DURING CONSTRUCTION****



NOTES:
GRANULAR BEDDING, GRANULAR ENCASMENT, AND BACKFILL SHALL BE INCIDENTAL TO CONSTRUCTION.
GRANULAR FOUNDATION BELOW THE PIPE AND FOR BY CUBE YARD ONLY WHERE NEEDED AND APPROVED BY ENGINEER.

**HDPE FLAT BOTTOM TRENCH
WITH GRANULAR FOUNDATION**
NTS AG110

NOTE:
THE CLARITY OF THESE PLANS DEPEND UPON COLOR COPIES. IF THIS TEXT DOES NOT APPEAR IN COLOR, THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Charles J. Brandel
CHARLES J. BRANDEL

DATE: 10/4/2022 LIC. NO.: 43369

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

PROJECT

**NICOLLET COUNTY
COUNTY DITCH No. 77**

LAFAYETTE TWP. MINNESOTA

DATE	REVISION	DESCRIPTION	BY

AS-BUILT 10/4/22

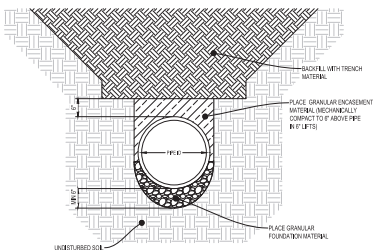
PROJECT NO. 16-19089
CADD FILE NAME: 16-19089.DWG
DRAWN BY: JMD
DESIGNED BY: JMD
REVIEWED BY: CJB
ORIGINAL ISSUE DATE: 10/16/2020
CLIENT PROJECT NO.: -

TITLE

DETAILS

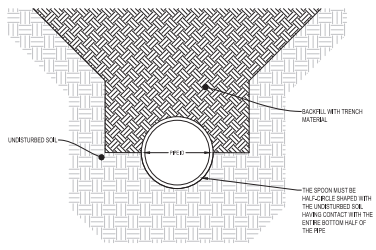
SHEET

3 OF 14



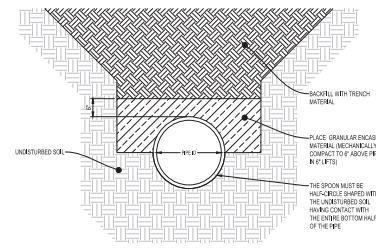
NOTES:
BACKFILL SHALL BE INCIDENTAL TO CONSTRUCTION.
GRANULAR FOUNDATION BELOW THE PIPE AND FOR BY CUBE YARD ONLY WHERE NEEDED AND APPROVED BY ENGINEER.

**SPOON TRENCH
WITH GRANULAR FOUNDATION**
NTS AG115



NOTES:
BACKFILL SHALL BE INCIDENTAL TO CONSTRUCTION.
SPOON BEDDING SHALL COMPLY WITH PIPE MANUFACTURER SPECIFICATIONS.

**RCP SPOON
TRENCH BEDDING**
NTS AG120

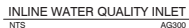


NOTES:
GRANULAR ENCASMENT AND BACKFILL SHALL BE INCIDENTAL TO CONSTRUCTION.
SPOON BEDDING SHALL COMPLY WITH PIPE MANUFACTURER SPECIFICATIONS.

**HDPE SPOON
TRENCH BEDDING**
NTS AG125



RIPRAP AT TILE OUTLET





NOTE:
THE CLARITY OF THESE PLANS DEPEND
UPON COLOR COPIES. IF THIS TEXT DOES
NOT APPEAR IN COLOR, THIS IS NOT AN
ORIGINAL PLAN SET AND MAY RESULT IN
MISINTERPRETATION.

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

CHARLES J. BRANDEL

DATE: 10/4/2022 VLT NO: 43359
THIS DOCUMENT IS THE PROPERTY OF I & S GROUP, INC.
AND MAY NOT BE USED, COPIED OR DUPLICATED
WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

NICOLLET COUNTY
COUNTY DITCH No.
77

LAFAYETTE TWP MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

AS-BUILT 10/4/22

PROJECT NO.	16-19089
CAD FILE NAME	MINNDETAILS
DRAWN BY	JMD
DESIGNED BY	JMD
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	10/16/2022
CLIENT PROJECT NO.	-

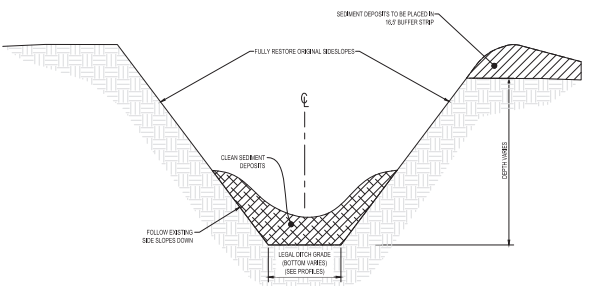
TITLE

DETAILS

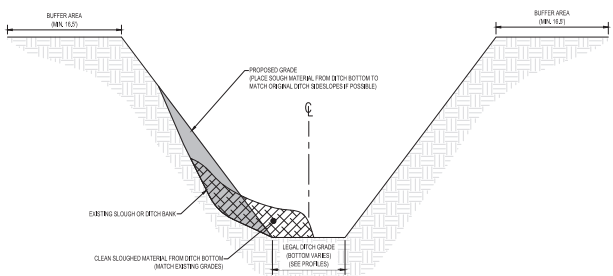
SHEET

5

OF 14

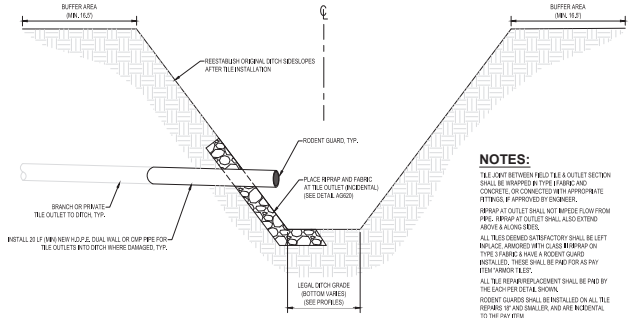


NOTES:
BOTTOMS NEED NOT BE REDESIGNED.
ONLY CLEAN TO LEGAL DITCH BOTTOM. ENTIRE DITCH
BOTTOMS NEED NOT BE CLEANED UNLESS SPECIFIED.
**TYPICAL DITCH CLEANING
AND DEEPENING**
NTS AG4400

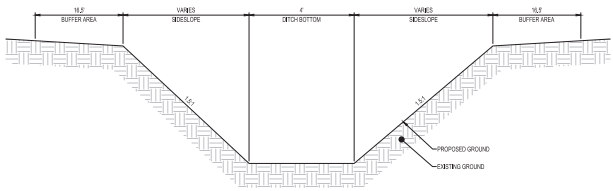


NOTE:
ORIGINAL SIDESLOPES CUSHED MATERIAL SHALL BE USED
TO REESTABLISH DITCH BANK SIDESLOPES.
TYPICAL DITCH SIDESLOPE REPAIR
NTS AG4400

NOTE: ALL TILE OUTLETS AND FIELD INTAKES SHALL BE REPAIRED OR PROTECTED



NOTES:
TILE JOINT BETWEEN FIELD TILE & OUTLET SECTION
SHALL BE WRAPPED IN TYPS FRANK AND
CONCRETE, OR CONNECTED WITH APPROPRIATE
FITTINGS, IF APPROVED BY ENGINEER.
BRIMP AT OUTLET SHALL NOT IMPIDE FLOW FROM
FIELD. BRIMP AT OUTLET TYP. AND OUTLET
SHOULD BE ALONG DITCH.
ALL TILE DAMAGED OR DEFECTIVE SHALL BE LEFT
IN PLACE, AND COVERED WITH CLAY BRIMP OR
TYPS FRANK. A 1/2" ROCKET GUARD
SHALL BE INSTALLED. THESE SHALL BE PAID FOR AS
ITEMS FOR TYP. ALL.
ALL TILE REPAIR/REPLACEMENT SHALL BE PAID BY
THE EACH PER DETAIL SHOWN.
ROCKET GUARD SHALL BE INSTALLED ON ALL TILE
REPAIRS 1/2" AND SMALLER AND ARE INCIDENTAL
TO THE PROJECT.
ALL FITTINGS TO CONNECT EXISTING TILE SHALL BE
INCIDENTAL TO TILE OUTLET REPAIR.
TYPICAL TILE OUTLET REPAIR
NTS AG4600



TRAPEZOIDAL DITCH SECTION
NTS AG4400



NOTE:
THE CLARITY OF THESE PLANS DEPEND UPON COLOR COPIES. IF THIS TEXT DOES NOT APPEAR IN COLOR, THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME, OR UNDER MY CLOSE SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CHARLES J. BRANDEL

DATE: 10/4/2022 VET. NO. 43369

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

PROJECT

NICOLLET COUNTY

COUNTY DITCH No.

77

LAFAYETTE TWP MINNESOTA

REVISION SCHEDULE

DATE DESCRIPTION BY

AS-BUILT 10/4/22

PROJECT NO. 16-19089

CLIENT NAME MINNEDALS

DESIGNED BY JMD

REVIEWED BY CJB

ORIGINAL ISSUE DATE 10/16/2022

CLIENT PROJECT NO. -

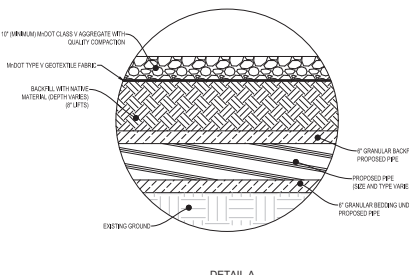
TITLE

DETAILS

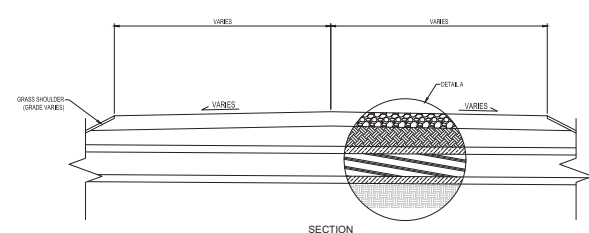
SHEET

6

OF 14



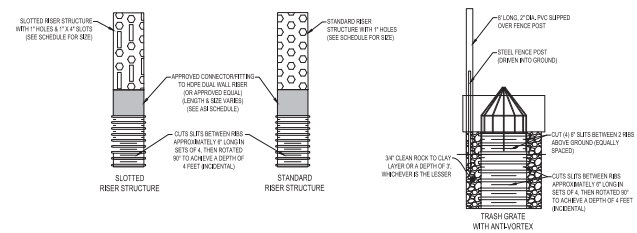
DETAIL A



SECTION

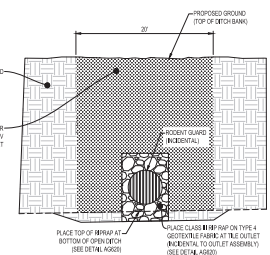
NOTES:
1. SALVAGE & REPLACE EXISTING CROSSING SURFACE MATERIAL. ADDITIONAL CLASS II AGGREGATE MAY BE NEEDED TO MEET MINIMUM 12" DEPTH.
2. SEED DISTURBED GRASS SHOULDER WITH MINOT 25-42 WITH INDOT CATEGORY 3 ERKONAL CONTROL BLANKET.
3. CONTRACTOR IS RESPONSIBLE TO MAINTAIN THE DISTURBED ROADS UNTIL THE PROJECT IS COMPLETED. ROAD AUTHORITY HAS ASSURED ROADS WILL BE SOONER.

TYPICAL ROADWAY SECTION
NTS AG-700

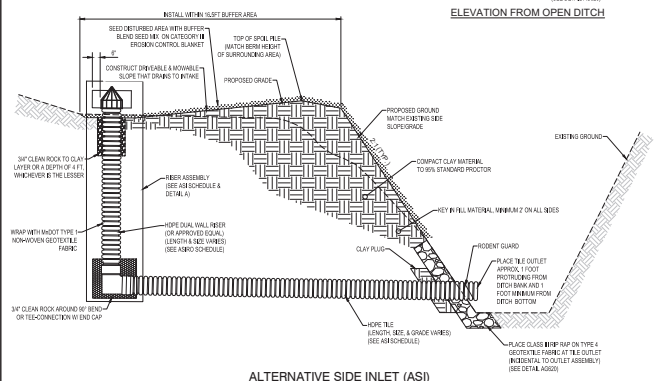


DETAIL A

NOTES:
1. RIB TYPE & TILE SIZE WHENEVER AVAILABLE (SEE SCHEDULE).
2. RIB ASSEMBLY SHALL BE A SEPARATE PAY ITEM THAN THE OUTLET ASSEMBLY.
3. ALL DISTURBED AREAS WITHIN BUFFER EASEMENT SHALL BE SEED WITH BUFFER BLIND SEED MIX ON CATEGORY III ERKONAL CONTROL BLANKET.
4. ALL EFFORTS SHALL BE MADE TO SEPARATE SOIL TYPES. SHOULDER SHALL BE COMPACTED PRIOR TO PLACEMENT OF TORQUE. EXCEPT THE TOP TWO (2) FEET FOR WHICH COMPACTOR SHALL BE LIMITED TO THE EXTENT POSSIBLE. TORQUE SHALL BE PLACED TO A MINIMUM DEPTH OF 1' OR UNIFORM TO THE TOPSOIL DEPTH OF THE SURROUNDING AREA. ALL EFFORTS SHALL BE MADE TO KEEP TORQUE ON TOP AND SEPARATED. NO TORQUE SHALL BE PLACED IN THE TRENCH BELOW 2' FROM EXISTING GROUND UNLESS APPROVED BY THE ENGINEER.
5. ALL INTRUSION SHALL BE WRAPPED WITH NONWOVEN GEOTEXTILE FABRIC. (INCIDENTAL TO RIB ASSEMBLY).
6. ALL SLEETS CUT INTO RIBS ARE INCIDENTAL TO RIB ASSEMBLY.
7. ALL 3/4" CLEAR ROCK IS INCIDENTAL TO RIB ASSEMBLY.
8. ALL OUTLET RAPRA IS INCIDENTAL TO OUTLET ASSEMBLY.
9. INTRUSION SHALL BE RE-ADJUSTED BASED ON ACTUAL LOCATION OF LOW AREAS AS DETERMINED BY THE ENGINEER.
10. TILE OUTLET ASSEMBLY SHALL CONFORM TO STANDARD TILE INSTALLATION.
11. SAVING OF LOW AREA TO GRADE TO DROP INTRUSION SHALL BE INCIDENTAL TO PAY ITEM.



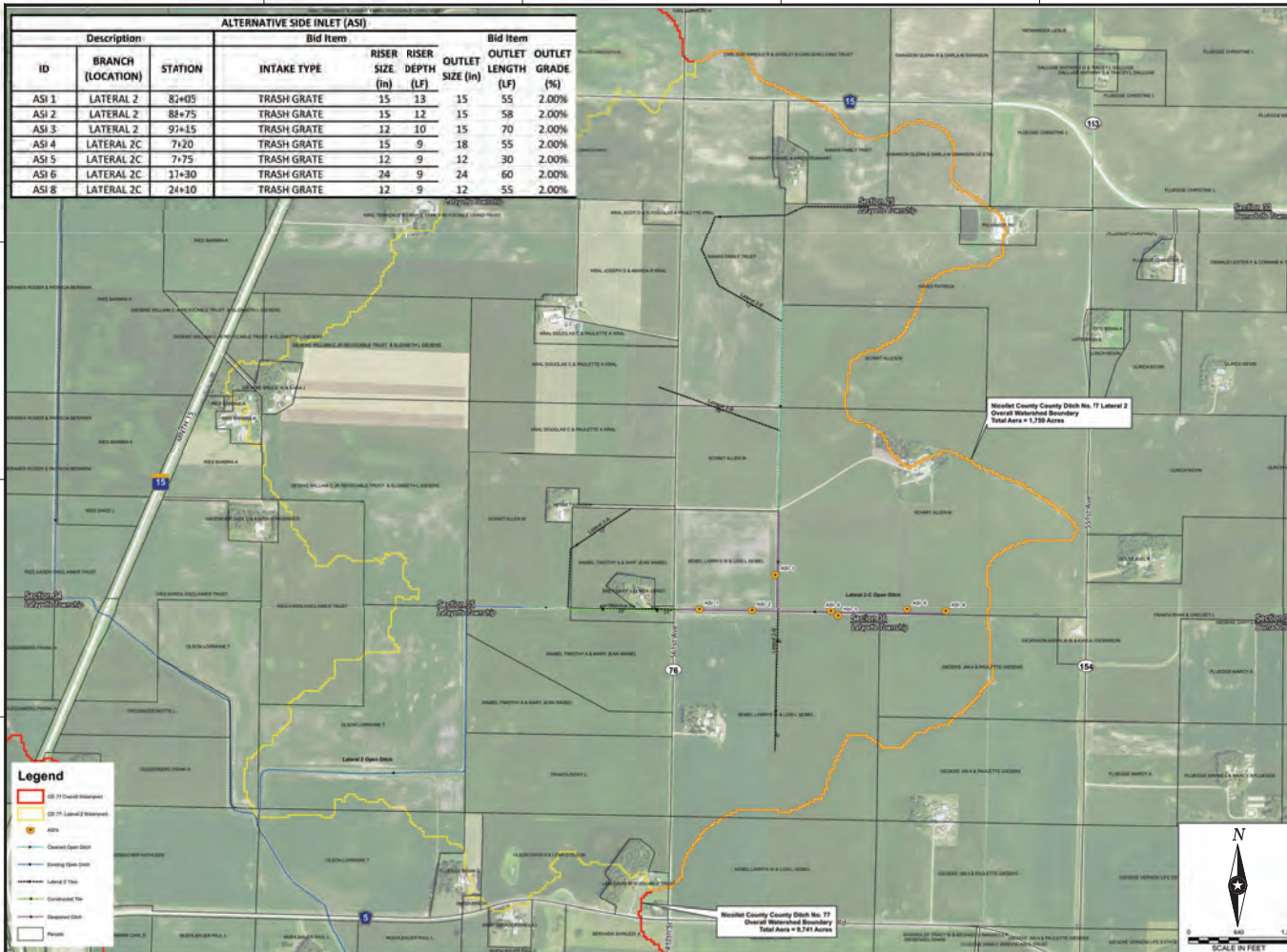
ELEVATION FROM OPEN DITCH



ALTERNATIVE SIDE INLET (ASI)
NTS AG-340







ALTERNATIVE SIDE INLET (ASI)							
Description			Bid Item		Bid Item		
ID	BRANCH (LOCATION)	STATION	INTAKE TYPE	RISER SIZE (in)	RISER DEPTH (LF)	OUTLET SIZE (in)	OUTLET LENGTH (LF) OUTLET GRADE (%)
ASI 1	LATERAL 2	82+05	TRASH GRATE	15	13	15	55 2.00%
ASI 2	LATERAL 2	86+75	TRASH GRATE	15	12	15	58 2.00%
ASI 3	LATERAL 2	92+15	TRASH GRATE	12	10	15	70 2.00%
ASI 4	LATERAL 2C	7+20	TRASH GRATE	15	9	18	55 2.00%
ASI 5	LATERAL 2C	7+75	TRASH GRATE	12	9	12	30 2.00%
ASI 6	LATERAL 2C	17+30	TRASH GRATE	24	9	24	60 2.00%
ASI 8	LATERAL 2C	24+10	TRASH GRATE	12	9	12	55 2.00%

NOTE:
THE CLARITY OF THESE PLANS DEPEND UPON COLOR COPIES. IF THIS TEXT DOES NOT APPEAR IN COLOR, THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

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

CHARLES J. BRANDEL

DATE: 10/4/2022 LIC. NO.: 43369

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

PROJECT

NICOLLET COUNTY

COUNTY DITCH

No. 77

LAFAYETTE TWP MINNESOTA

DATE	REVISION	SCHEDULE	DESCRIPTION	BY

AS-BUILT 10/4/22

PROJECT NO. 16-19089

CHART FILE NAME: 161016-19089-01

DRAWN BY: JAS

DESIGNED BY: JAS

REVIEWED BY: CJB

ORIGINAL ISSUE DATE: 10/10/2020

CLIENT PROJECT NO.:

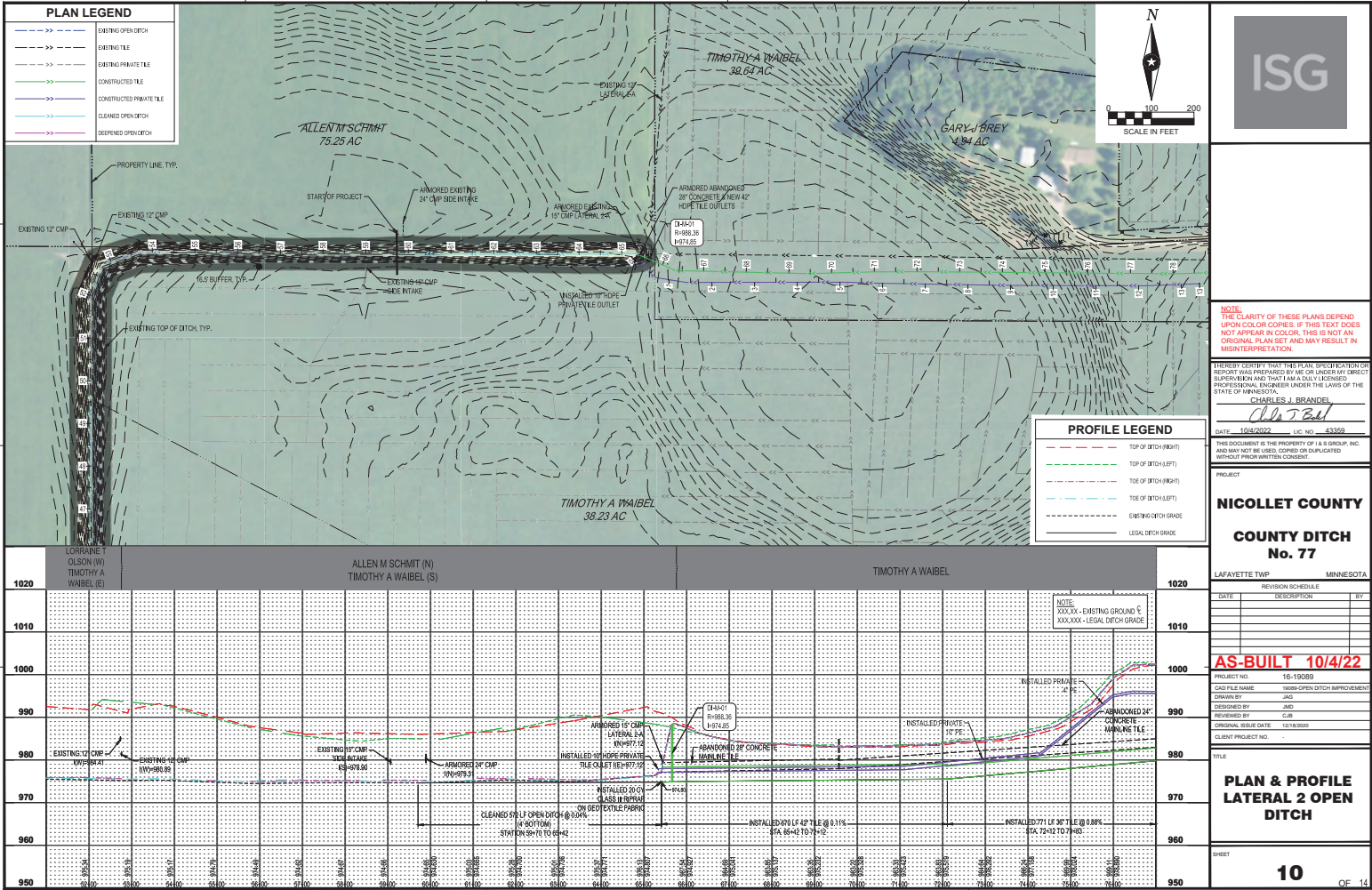
TITLE

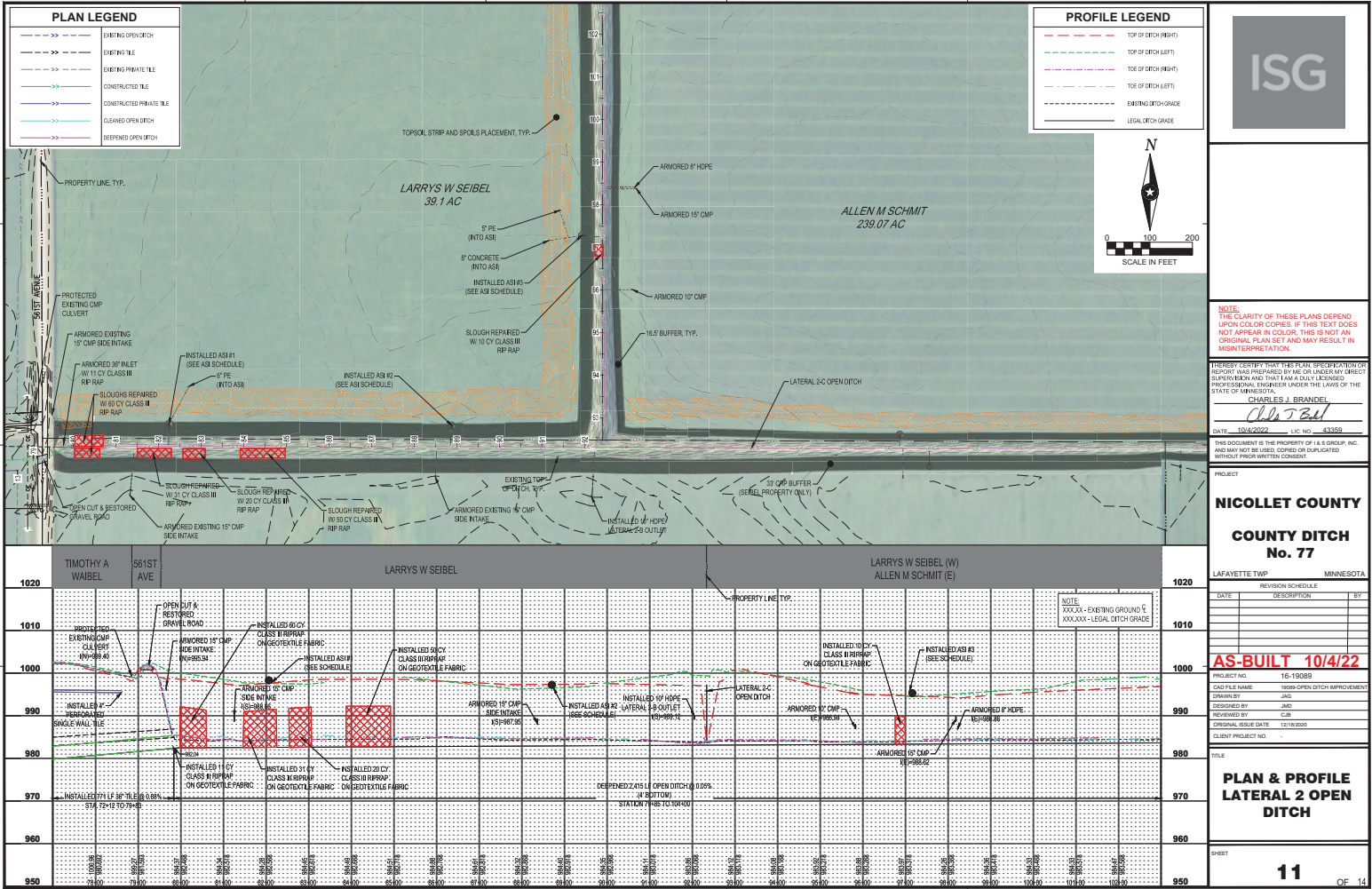
ASI MAP

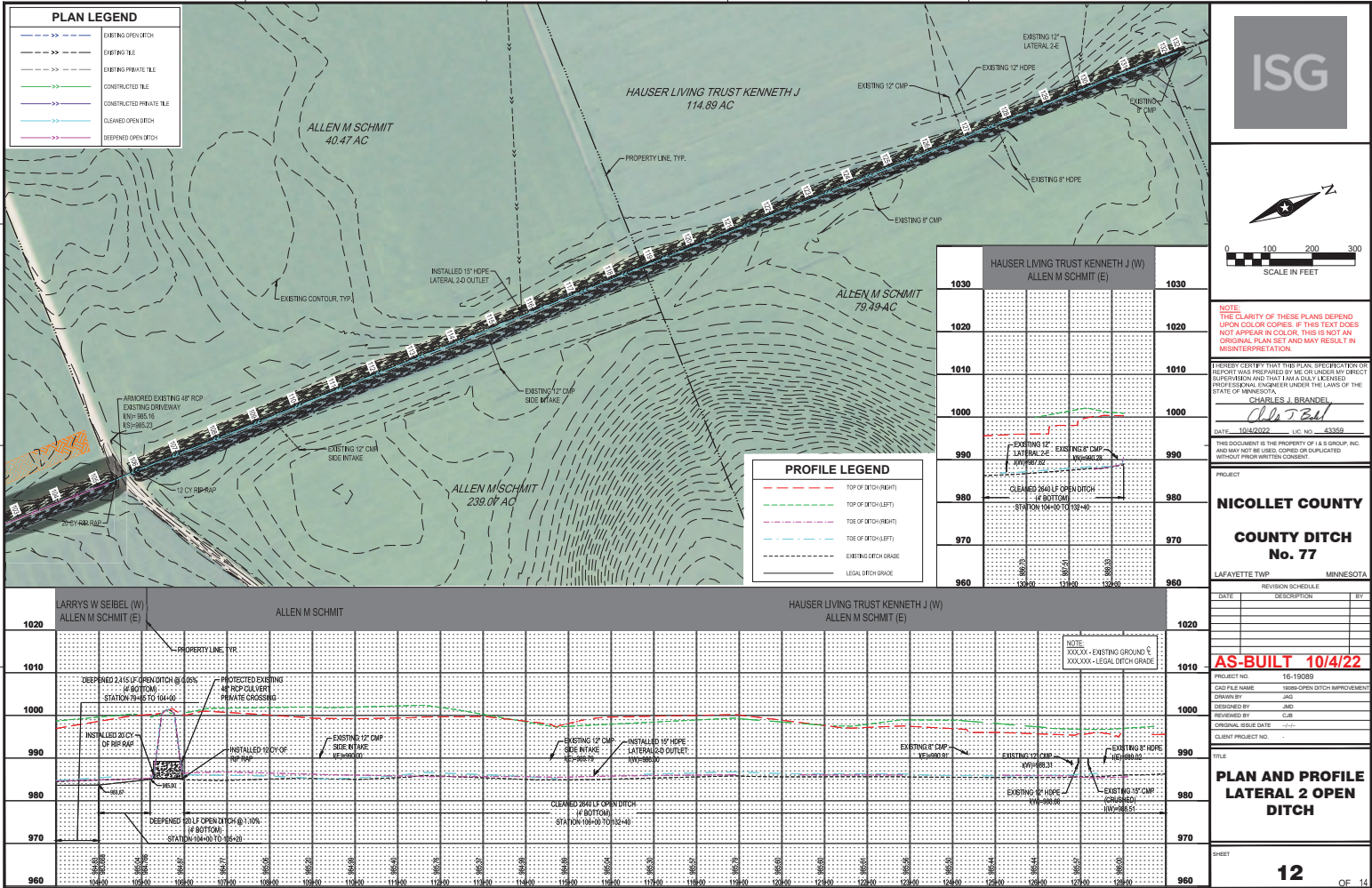
SHEET

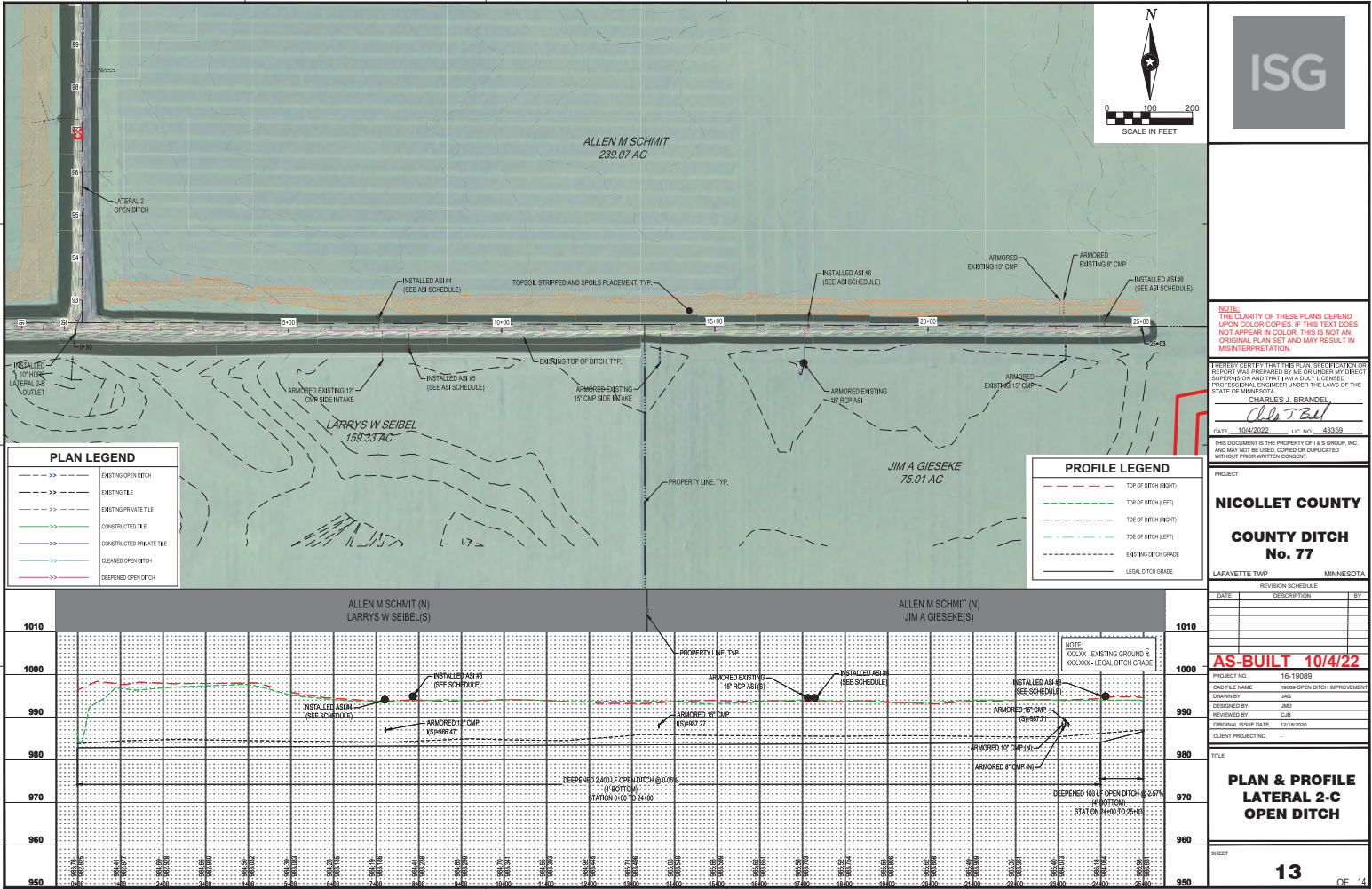
9

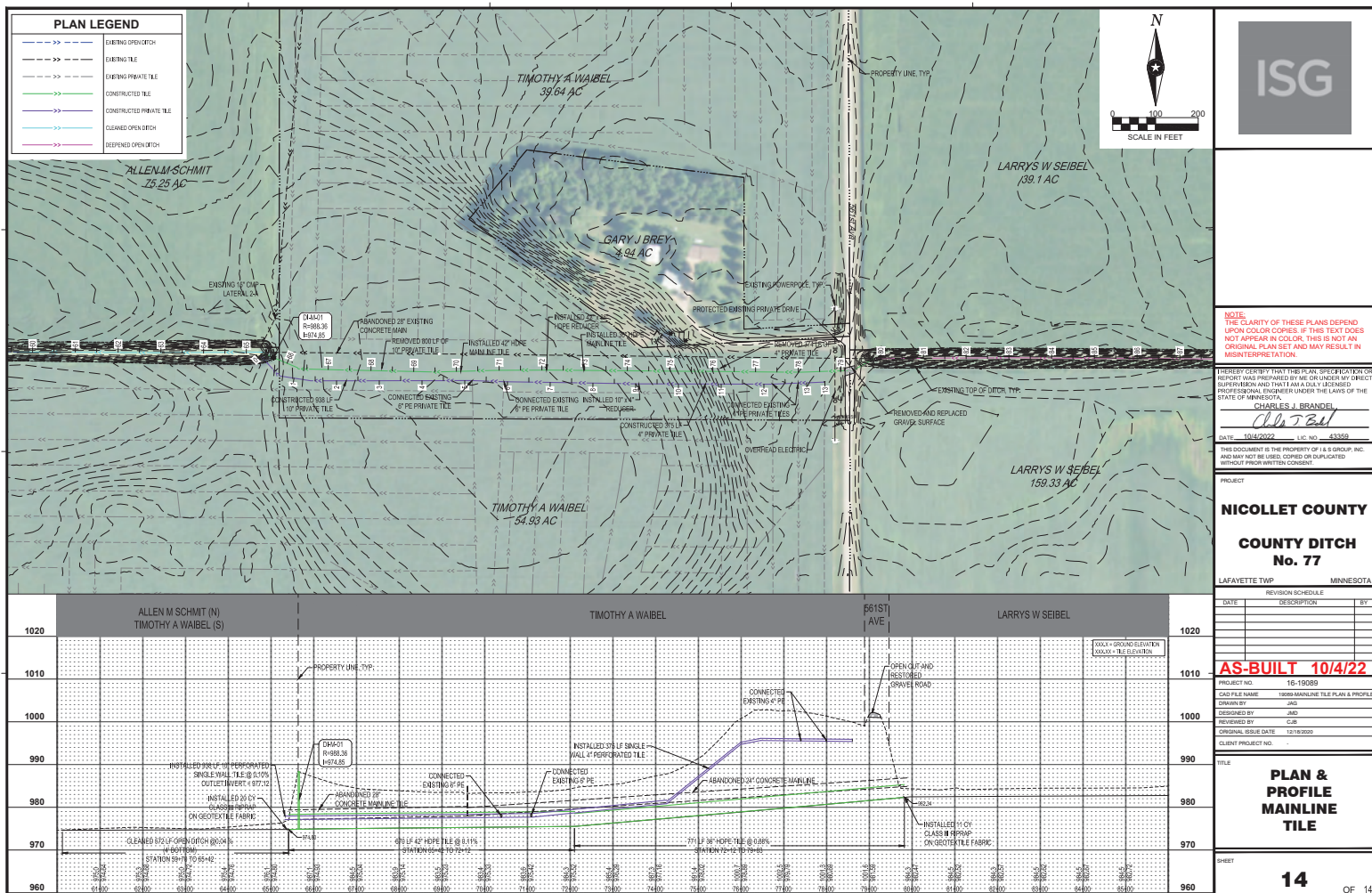
OF 14











OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
DECEMBER 18, 2018

The Nicollet County Drainage Authority met in regular session on Tuesday, December 18, 2018 at 9:42 a.m. with Chair Jack Kolars presiding. Commissioners Marie Dranttel, James Stenson, Denny Kemp and John Luepke were present. Also present were County Administrator Ryan Krosch, County Attorney Michelle Zehnder Fischer, Public Services Manager Jaci Kopet, Public Works Director Seth Greenwood and Recording Secretary Lynette Peterson.

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to approve the consent agenda items as follows: approval of the November 27, 2018 Drainage Authority minutes and Drainage System Fund Balance Policy. Motion carried with all voting in favor.

Set 2017 Crop Damages for CD 62A Improvement Project

Public Services Manager Kopet requested the Board consider setting 2017 crop damages for the CD 62A Improvement Project. ISG Project Engineer Chuck Brandel recommended the rate of \$585 per acre for corn and \$570 per acre for soybeans. Commissioner Kemp questioned if landowners can contest the amount set by the Board. Attorney Michelle Zehnder Fischer stated contesting the amount set by the Board would go through an appeal in Court. Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the 2017 crop damage rates of \$585 per acre for corn and \$570 per acre for soybeans for the CD 62A Improvement Project. Motion carried with all voting in favor.

Order to Approve Redeterminations for CD 4A, CD 13A, CD 33A, CD 48A & CD 51A

Public Services Manager Kopet requested the Board consider approval of the Findings of Facts and Order for the Redetermination of Benefits of CD 4A, CD 13A, CD 33A, CD 48A and CD 51A. Ms. Kopet is recommending the appointment of Mark Behrends and his associates to complete the redetermination of benefits. Mr. Behrends has indicated that they will be ready to begin the redetermination process on additional ditches after January 1, 2019. Public Services Manager Kopet recommended the following ditches be considered for redetermination: CD 4A, CD 13A, CD 33A, CD 48A and CD 51A. Public Services Manager Kopet recommended that Mark Behrends, Robert Hansen, Kendall Langseth, Joe Mutschler and Bruce Ness be appointed as the views and that Jones, Hauge & Smith Engineering be appointed to determine the watershed areas for the systems. Motion by Commissioner Stenson and seconded by Commissioner Dranttel to approve the Findings of Fact and Order for CD 4A, CD 13A, CD 33A, CD 48A and CD 51A.

Commissioner Stenson asked the viewers to address the watershed for Ditch 13A east of Oak Leaf Lake. The lake is not draining. He also asked the viewers to consult with the Project 33 Watershed Committee on the CD 33A and CD 51A ditches. This Committee consists of County and City staff that is meeting in an effort to look at these two ditches and slow water down as it runs down the bluff line towards the new high school.

The City of St. Peter is interested in providing money and input to control those two ditches to minimize the downstream flow of water during big rains toward the school.

Motion carried with all voting in favor.

Consider Approval of Culvert Removal Form

Public Works Director Greenwood requested the Drainage Authority consider approval of a culvert removal request from Danny Boisen for removal of a ditch crossing at CD 9A. This request is for permanent removal of the ditch crossing as it is no longer needed. Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve removal of the crossing at CD 9A. Motion carried with all voting in favor.

At 9:53 a.m., the Chair recessed the Drainage Authority meeting for a break. The meeting reconvened at 10:03 a.m.

Public Hearing on CD 77 Lateral 2 Preliminary Engineers Report

Public Services Manager Jaci Kopet stated a public hearing is scheduled for the CD 77 Lateral 2 Preliminary Engineer's Report. Chair Kolars opened the hearing on the Preliminary Engineer's Report.

Public Services Manager Kopet stated on September 29, 2017, a petition for the proposed improvement of Nicollet County Ditch #77 Lateral 2 was presented to the Nicollet County Public Services Department. The petition was reviewed by the Nicollet County Attorney Michelle Zehnder Fischer and approved by the Board on October 24, 2017. Chuck Brandel, I & S Group, was appointed as engineer for the project and was instructed to draft an engineer's preliminary report.

The preliminary report was submitted to the Board on October 23, 2018 and the hearing was set for today at 10:00 am. The Notice of Public Hearing was mailed and posted November 29, 2018. The notice was also published on November 29th, December 6th, and December 13th, 2018.

The purpose of the public hearing is to review the engineer's reports and take testimony from all parties to determine whether to proceed with the project or dismiss the petition. Public Services Manager Kopet noted the bond posted by the petitioners remains adequate.

Chair Kolars called upon Engineer Chuck Brandel, ISG, to present the Preliminary Engineer's Report (PER). The CD 77 Lateral 2 watershed primarily lies within Lafayette Township and provides drainage to approximately 1,750 total acres. The watershed was originally constructed in 1964 with 14,260 feet of open ditch and 9,125 feet of buried tile.

The current tile capacities are below NCRS recommended capacity as the original system is 54 years old and deteriorating. ISG explored two options for completing the improvement. The first option includes 28 inch and 24 inch tile that connects the open ditches and increases drainage to the 1 inch drainage coefficient. Option number two includes a storage pond in the low area. Temporary damages include an estimated 100-150 foot wide swath across proposed tile alignments and permanent damages include a 16.5 foot (1-rod) buffer strip and 3.15 acres for a storage pond. Since it is determined that the system is in disrepair, separable maintenance costs can be applied to the project including the difference in costs associated between pipe replacement and pipe improvement.

The cost of Option 1 is \$492,434 with estimated separable maintenance of \$305,644 for a net cost of \$186,789. The cost of Option 2 is \$609,168 with estimated separable maintenance of \$305,644 for a net cost of \$303,523.

The project does include road authority costs, abandonment of existing tile and multi-purpose drainage management.

Engineer Brandel stated both options are feasible, however the extra cost of Option 2 may not be warranted. Engineer Brandel stated the project, as presented, is cost effective, practical and feasible, and it is necessary. The project will be a public benefit and contribute to the public welfare of the area. The project should be considered for preliminary approval as described in the Preliminary Engineering Report and presented. Attorney Michelle Zehnder Fischer stated a minor amendment was submitted that verifies the names of tiles and laterals used in the Preliminary Engineering Report.

Public Services Manager Kopet read the response from the Commissioner of Natural Resources verbatim.

Engineer Brandel responded to the DNR's letter stating a pond is a feasible option. ISG will work with the DNR to further explore this option.

Chair Kolars opened the public hearing to the public.

Bruce Sellers, attorney for the petitioners, asked Engineer Brandel if he believed the proposed project is feasible; Engineer Brandel answered yes. Attorney Sellers asked if there was a necessity for the proposed project; Engineer Brandel answered yes. Attorney Sellers ask if Engineer Brandel considered multi-purpose drainage; Engineer Brandel answered yes. Attorney Sellers asked if the project promotes the public health; Engineer Brandel answered yes. Attorney Sellers asked if the outlet is adequate; Engineer Brandel answered yes. Attorney Sellers stated the Preliminary Engineer Report meets the requirements of Minnesota Statute Section 103E.245 and he would encourage the Board to approve the PER and order Engineer Brandel to prepare the Final Engineer's Report.

Al Schmidt, 39243 561st Avenue, New Ulm, questioned why the 1964 designed ditch only provided for a ½ inch co-efficiency when it is open ditch to open ditch. Engineer Brandel stated that including an open ditch in the improvement project could be considered, but the PER included replacing the tile as this was the option included in the Improvement Petition. Mr. Schmidt was concerned about overflow on the land and Engineer Brandel reported the final report will document the area of overflow and the viewers will receive this information also. Mr. Schmidt feels the flat lands on this system act as natural retention ponds and that the retention pond in Option 2 is not necessary.

Tim Waibel, 45438 541st Avenue, Courtland, questioned keeping the existing tile and who is responsible for maintaining the tile once the improvement is completed of that tile. Engineer Brandel stated the existing tile will be abandoned once the new tile is installed. The land owners are then responsible for maintenance of the abandoned tile. At the request of land owners, crews can crush the abandoned tile in 4-5 spots. Mr. Waibel was concerned about the proposed holding pond in Option 2 which would be on his land. Mr. Waibel noted that he has invested a lot of money in this land. Mr. Waibel did not object to it if needed but he wants to make sure land owners are treated fairly and appropriately compensated.

With no additional public comments provided, Chair Kolars closed the public hearing.

Engineer Brandel commented on the landowners concerns regarding tiles being underwater.

Motion by Commissioner Luepke and seconded by Commissioner Dranttel to accept the PER and direct ISG to prepare a Final Engineering Report on Option 1.

Engineer Brandel stated there are no DNR permits needed for this project.

Attorney Sellers inquired about including Option 2 in the Final Engineering Report to make sure the Board has all the information it needs to consider in the future. Engineer Brandel stated it would not be too much additional work or cost to look at Option 2.

Commissioner Kemp asked about utilizing an open ditch instead of tile and whether it should be considered. Mr. Schmidt then questioned how much it would be to move forward with the open ditch instead of tile. Engineer Brandel stated it would be more expensive than the pipe option and alignment of the system would need to be adjusted. The capacity would depend on the size of the culvert under the road.

Motion by Commissioner Stenson and seconded by Commissioner Kemp to amend the original motion to include Option 2 in the Final Engineering Report. Motion carried.

The Commissioners voted on the amended motion: Motion by Commissioner Luepke and seconded by Commissioner Dranttel to accept the PER and direct ISG to complete a Final Engineer's Report, to include engineering for Option 1 and Option 2. Motion carried.

Motion by Commissioner Kemp and seconded by Commissioner Luepke to confirm the petition was properly filed. Motion carried with all voting in favor.

Motion by Commissioner Kemp and seconded by Commissioner Luepke to confirm that proper notice of the preliminary hearing was provided to all persons required under statute. Motion carried.

Motion by Commissioner Kemp and seconded by Commissioner Luepke that the proposed drainage project will be of public benefit and promote public health after considering the environmental and land use criteria in Minn. Stat. § 103E.015, subd. 1. Motion carried.

Motion by Commissioner Luepke and seconded by Commissioner Kemp to find that the outlet is adequate. Commissioner Stenson questioned if there is an outlet fee. Engineer Brandel stated the viewers determine this as part of the redetermination. Motion carried.

Motion by Commissioner Kemp and second by Commissioner Luepke to find that the proposed drainage project outlined in the Petition and as recommended by the Engineer is feasible. Motion carried.

At 11:05 a.m., the Chair recessed the Drainage Authority meeting for a break. The meeting reconvened at 11:18 a.m.

Motion by Commissioner Kemp and seconded by Commissioner Luepke to appoint Viewers Ron Ringquist, Charles W. Anderson and Brad Wick. Motion carried.

Motion by Commissioner Kemp and seconded by Commissioner Luepke to adopt the Findings of Fact and Order for County Ditch 77, Lateral 2. Motion carried with all voting in favor.

**BEFORE THE NICOLLET COUNTY DRAINAGE AUTHORITY
FOR COUNTY DITCH NO. 77 Lateral 2**

Findings of Fact and Order of the Drainage Authority
Directing Engineer to Proceed With a Detailed
Survey and Detailed Survey Report and for the
Appointment of Viewers, by the Drainage Authority
Of Nicollet County, Regarding the Petition for
Improvements to County Ditch 77 Lateral 2, Lafayette Township

The Drainage Authority, having completed its deliberations, its examination of all files and records herein, its hearing of all interested persons, and its consideration of all reports, makes the following:

FINDINGS OF FACT

1. A Petition for Improvement to Nicollet County Ditch 77 Lateral 2 was filed with the Nicollet County Public Services Office. The contents of said Petition meet the criteria set forth in Minnesota Statute Section 103E.215 to initiate an improvement of a drainage system.
2. The Drainage Authority accepted the Petition and appointed Charles Brandel, PE, of I&S Group to act as the engineer to prepare a Preliminary Engineer's Report.
3. The Petitioners have filed an adequate bond to cover all expenses incurred to date. An additional bond shall be required of Petitioners should the current bond be insufficient to cover additional expenses incurred prior to the approval of the final Improvement.
4. Engineer Brandel filed a preliminary survey report with Nicollet County Public Services.
5. A Hearing on the Preliminary Engineer's Report was held at 10:00 p.m. in the Nicollet County Board Room at the Nicollet County Government Center on December 18, 2018.
6. Proper notice of the Preliminary Hearing was provided as required under Minnesota Statute Section 103E.261. In addition, said notice was published in the legal newspaper of Nicollet County on November 29th, December 6th, and December 13th, 2018.
7. Engineer Brandel's preliminary survey and plan contains all the required elements set forth in Minnesota Statute Section 103E.245, subdivision 4. The plan addresses the improvements, the outlet of the project, the watershed of the drainage project, and the property likely to be affected. Engineer Brandel further explained his analysis of whether the proposed drainage project met the criteria set forth in Chapter 103E of Minnesota Statutes.
8. A copy of Engineer Brandel's preliminary survey and plan was provided to the Commissioner of Natural Resources. The Commissioner of Natural Resources filed a preliminary advisory report with Nicollet County Public Services. The Preliminary Advisory report endorsed Option 2 as identified in the Preliminary Engineering Report as its preferred option.
9. The proposed drainage project will be of public benefit and promote the public health after considering all the environmental and land use criteria set forth in Minnesota Statute Section 103E.015, subdivision 1.
10. The proposed improvement project is necessary.
11. The outlet for the drainage project is adequate.
12. The proposed drainage project outlined in the Petition or modified and recommended by Engineer Brandel is feasible.
13. The Preliminary Engineer's Report establishes that the criteria are met for proceeding with a detailed survey and detailed survey report.
14. The order for a detailed survey makes necessary the appointment of three disinterested residents of the state who are qualified to assess benefits and damages as a result of the improvement.
15. The Drainage Authority requests development of a Final Engineering Report that includes consideration of Option 1 and Option 2 to ensure the Drainage Authority has adequate information before it to reach a final decision.

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for Nicollet County Ditch 77, Lateral A, hereby orders as follows:

ORDER

1. Charles Brandel, PE, I&S Group, is directed to prepare a Detailed Survey and Detailed Survey Report as provided for in Minnesota Statute Chapter 103E to include the plans and specifications for the proposed drainage project, including Option 1 and Option 2, and submit the Detailed Survey and Detailed Survey Report as soon as possible.
2. Ron Ringquist, Charles W. Anderson, and Brad Wick, disinterested residents of the State, are appointed as viewers herein and are ordered to prepare a report for the cost of the improvement to be assessed against the property benefited by the improvement.

Order to Approve Redeterminations for CD 4A, CD 13A, CD 33A, CD 48A & CD 51A

Public Services Manager Kopet requested the Board act on each Redetermination of Benefits Resolution individually, rather than as a single vote, for adoption of the Findings of Fact and Order for CD 4A, CD 13A, CD 33A, CD 48A and CD 51A.

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the Findings of Fact and Order for CD 4A. Motion carried with all voting in favor.

BEFORE THE NICOLLET COUNTY BOARD OF COMMISSIONERS, ACTING AS DRAINAGE
AUTHORITY FOR NICOLLET COUNTY DITCH # 4A

Findings of Fact and Order Regarding
Order to Redetermine Benefits

WHEREAS, the Nicollet County Board of Commissioners, acting as Drainage Authority for Nicollet County Ditch # 4A, has been informed that a redetermination of benefits for Nicollet County Ditch #4A would be desirable; and

WHEREAS, based on the information received, the Nicollet County Board of Commissioners, as Drainage Authority for Nicollet County Ditch #4A, makes the following Findings of Fact and Order:

1. That the Drainage Authority determines that the original benefits or damages determined in the drainage proceedings do not reflect reasonable, present day values; and/or
2. The benefited or damaged areas have changed.

NOW, THEREFORE, it is hereby ordered that Nicollet County Ditch #4A shall be redetermined and that Mark Behrends, Robert Hansen, Kendall Langseth, Joe Mutschler, and Bruce Ness are hereby appointed viewers to prepare a viewers' report pursuant to Minnesota Statutes 103E.351.

BE IT FURTHER RESOLVED that the County Board Chair and County Administrator are authorized to enter into contracts with the appointed viewers to provide for the services authorized herein.

BE IT FURTHER RESOLVED that the Engineering firm of Jones, Hauge, & Smith is appointed as the engineering firm hired to determine the watershed area for the system listed above.

Dated this 18th day of December, 2018

NICOLLET COUNTY BOARD OF COMMISSIONERS, ACTING AS DRAINAGE AUTHORITY FOR
NICOLLET COUNTY DITCH 4A

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the Findings of Fact and Order for CD 13A. Motion carried with all voting in favor.

BEFORE THE NICOLLET COUNTY BOARD OF COMMISSIONERS, ACTING AS DRAINAGE
AUTHORITY FOR NICOLLET COUNTY DITCH # 13A

Findings of Fact and Order Regarding
Order to Redetermine Benefits

WHEREAS, the Nicollet County Board of Commissioners, acting as Drainage Authority for Nicollet County Ditch # 13A, has been informed that a redetermination of benefits for Nicollet County Ditch #13A would be desirable; and

WHEREAS, based on the information received, the Nicollet County Board of Commissioners, as Drainage Authority for Nicollet County Ditch #13A, makes the following Findings of Fact and Order:

1. That the Drainage Authority determines that the original benefits or damages determined in the drainage proceedings do not reflect reasonable, present day values; and/or
2. The benefited or damaged areas have changed.

NOW, THEREFORE, it is hereby ordered that Nicollet County Ditch #13A shall be redetermined and that Mark Behrends, Robert Hansen, Kendall Langseth, Joe Mutschler, and Bruce Ness are hereby appointed viewers to prepare a viewers' report pursuant to Minnesota Statutes 103E.351.

BE IT FURTHER RESOLVED that the County Board Chair and County Administrator are authorized to enter into contracts with the appointed viewers to provide for the services authorized herein.

BE IT FURTHER RESOLVED that the Engineering firm of Jones, Hauge, & Smith is appointed as the engineering firm hired to determine the watershed area for the system listed above.

Dated this 18th day of December, 2018

NICOLLET COUNTY BOARD OF COMMISSIONERS, ACTING AS DRAINAGE AUTHORITY FOR
NICOLLET COUNTY DITCH 13A

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the Findings of Fact and Order for CD 33A. Motion carried with all voting in favor.

BEFORE THE NICOLLET COUNTY BOARD OF COMMISSIONERS, ACTING AS DRAINAGE
AUTHORITY FOR NICOLLET COUNTY DITCH # 33A

Findings of Fact and Order Regarding

Order to Redetermine Benefits

WHEREAS, the Nicollet County Board of Commissioners, acting as Drainage

Authority for Nicollet County Ditch # 33A, has been informed that a redetermination of benefits for Nicollet County Ditch #33A would be desirable; and

WHEREAS, based on the information received, the Nicollet County Board of Commissioners, as Drainage Authority for Nicollet County Ditch #33A, makes the following Findings of Fact and Order:

1. That the Drainage Authority determines that the original benefits or damages determined in the drainage proceedings do not reflect reasonable, present day values; and/or
2. The benefited or damaged areas have changed.

NOW, THEREFORE, it is hereby ordered that Nicollet County Ditch #33A shall be redetermined and that Mark Behrends, Robert Hansen, Kendall Langseth, Joe Mutschler, and Bruce Ness are hereby appointed viewers to prepare a viewers' report pursuant to Minnesota Statutes 103E.351.

BE IT FURTHER RESOLVED that the County Board Chair and County Administrator are authorized to enter into contracts with the appointed viewers to provide for the services authorized herein.

BE IT FURTHER RESOLVED that the Engineering firm of Jones, Hauge, & Smith is appointed as the engineering firm hired to determine the watershed area for the system listed above.

Dated this 18th day of December, 2018

NICOLLET COUNTY BOARD OF COMMISSIONERS, ACTING AS DRAINAGE AUTHORITY FOR
NICOLLET COUNTY DITCH 33A

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the Findings of Fact and Order for CD 48A. Motion carried with all voting in favor.

BEFORE THE NICOLLET COUNTY BOARD OF COMMISSIONERS, ACTING AS DRAINAGE
AUTHORITY FOR NICOLLET COUNTY DITCH # 48A

Findings of Fact and Order Regarding

Order to Redetermine Benefits

WHEREAS, the Nicollet County Board of Commissioners, acting as Drainage

Authority for Nicollet County Ditch # 48A, has been informed that a redetermination of benefits for Nicollet County Ditch #48A would be desirable; and

WHEREAS, based on the information received, the Nicollet County Board of Commissioners, as Drainage Authority for Nicollet County Ditch #48A, makes the following Findings of Fact and Order:

1. That the Drainage Authority determines that the original benefits or damages determined in the drainage proceedings do not reflect reasonable, present day values; and/or
2. The benefited or damaged areas have changed.

NOW, THEREFORE, it is hereby ordered that Nicollet County Ditch #48A shall be redetermined and that Mark Behrends, Robert Hansen, Kendall Langseth, Joe Mutschler, and Bruce Ness are hereby appointed viewers to prepare a viewers' report pursuant to Minnesota Statutes 103E.351.

BE IT FURTHER RESOLVED that the County Board Chair and County Administrator are authorized to enter into contracts with the appointed viewers to provide for the services authorized herein.

BE IT FURTHER RESOLVED that the Engineering firm of Jones, Hauge, & Smith is appointed as the engineering firm hired to determine the watershed area for the system listed above.

Dated this 18th day of December, 2018

NICOLLET COUNTY BOARD OF COMMISSIONERS, ACTING AS DRAINAGE AUTHORITY FOR
NICOLLET COUNTY DITCH 48A

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the Findings of Fact and Order for CD 51A. Motion carried with all voting in favor.

BEFORE THE NICOLLET COUNTY BOARD OF COMMISSIONERS, ACTING AS DRAINAGE
AUTHORITY FOR NICOLLET COUNTY DITCH # 51A

Findings of Fact and Order Regarding
Order to Redetermine Benefits

WHEREAS, the Nicollet County Board of Commissioners, acting as Drainage Authority for Nicollet County Ditch # 51A, has been informed that a redetermination of benefits for Nicollet County Ditch #51A would be desirable; and

WHEREAS, based on the information received, the Nicollet County Board of Commissioners, as Drainage Authority for Nicollet County Ditch #51A, makes the following Findings of Fact and Order:

1. That the Drainage Authority determines that the original benefits or damages determined in the drainage proceedings do not reflect reasonable, present day values; and/or
2. The benefited or damaged areas have changed.

NOW, THEREFORE, it is hereby ordered that Nicollet County Ditch #51A shall be redetermined and that Mark Behrends, Robert Hansen, Kendall Langseth, Joe Mutschler, and Bruce Ness are hereby appointed viewers to prepare a viewers' report pursuant to Minnesota Statutes 103E.351.

BE IT FURTHER RESOLVED that the County Board Chair and County Administrator are authorized to enter into contracts with the appointed viewers to provide for the services authorized herein.

BE IT FURTHER RESOLVED that the Engineering firm of Jones, Hauge, & Smith is appointed as the engineering firm hired to determine the watershed area for the system listed above.

Dated this 18th day of December, 2018

NICOLLET COUNTY BOARD OF COMMISSIONERS, ACTING AS DRAINAGE AUTHORITY FOR
NICOLLET COUNTY DITCH 51A

Motion by Commissioner Luepke and seconded by Commissioner Kemp to adjourn the meeting. The meeting adjourned at 11:22 a.m.

OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
May 19, 2020

The Nicollet County Drainage Authority met in special session on Tuesday, May 19, 2020 at 11:03 a.m. with Chair John Luepke presiding. Commissioners Marie Dranttel, Terry Morrow, Jack Kolars, Denny Kemp, and John Luepke were present. Also present were County Administrator Ryan Krosch, Recording Secretary Abigail Lewis and County Attorney Michelle Zehnder Fischer.

The meeting was held pursuant to Minnesota Statute 13D.021. There were no public comments submitted by email or phone. No members of the public requested to participate in the meeting by phone. The meeting was recorded and broadcast live online. Participating by phone were project viewers Bill Anderson and Ron Rinquist and Project Engineer Joe Donkers from ISG. There were 12 members of the public in attendance.

Ditch 77 Lateral 2 Public Hearing

Chair Luepke opened the public hearing on the final engineering report (FER) for the CD 77 Lateral 2 improvement project. Public Services Manager Jaci Kopet provided opening remarks.

On September 9, 2017, a petition for the proposed improvement of Nicollet County Ditch #79 was presented to the Nicollet County Property & Public Services Department. The petition was reviewed by the Nicollet County Attorney Michelle Zehnder Fischer and approved by the Drainage Authority on October 24, 2017. Chuck Brandel, I & S Group, was appointed as engineer for the project and was instructed to draft an engineer's preliminary report.

The preliminary report was submitted to the Property & Public Services Department on October 18, 2018, and the public hearing was held December 18, 2018. Following the public hearing, the Drainage Authority ordered ISG to prepare the FER. Ron Rinquist, Charles W Anderson, and Brad Wick were also appointed as viewers.

The final report was submitted to the Property & Public Services Department on January 21, 2020, and the public hearing was scheduled for March 24, 2020, at 10:00 a.m. Notice for this public hearing was given by:

- I. Mailed to all landowners March 5, 2020
- II. Posted March 5, 2020
- III. Publishing in the county newspaper March 5, 2020, March 12th, 2020 and March 19th, 2020

As a result of Minnesota Governor Tim Walz's Executive Orders related to the coronavirus pandemic and the closure of the Nicollet County Government Center, the public hearing scheduled for March 24, 2020, was continued until April 14, 2020. The Drainage Authority continued the public hearing from April 14, 2020, to May 19, 2020, due to the continued executive orders related to the pandemic and the closure of the Nicollet County Government Center.

Landowners have been notified by mail on the continuation of the meetings.

- I. On March 18th, 2020, notice was given to landowners that the March 24, 2020, meeting will be continued to April 14, 2020
- II. On April 8, 2020, notice was given to landowners that the April 14, 2020, meeting will be continued to May 19, 2020.

III. On May 11, 2020, notice was mailed to all landowners that the May 19, 2020 meeting will take place either in person or through electronic means with an option for landowners to use a phone-in option depending on the status of the Governors Stay at Home Order related to the pandemic. Instructions were provided for the phone in option and ISG's presentation was mailed to landowners for their reference.

The purpose of today's public hearing was to review the FER, the viewer's reports, and take testimony from all parties to determine whether to proceed with the project or dismiss the petition.

Notice of the FER was provided to the Commissioner of Natural Resources. As per statute, Manager Kopet read the DNR letter verbatim.

Chair Luepke called upon Chuck Brandel to present the FER. Engineer Brandel presented the report and explained the history of the system, the system components, and the options for improving the system. Option 1 included a retention pond and Option 2 did not include the pond. Engineer Brandel explained how each Option would operate under conditions of 2, 5, and 10-year rain events and flood events. Engineer Brandel also responded to issues raised by the Commissioner of Natural Resources. Engineer Brandel noted that he proposed that the slope of the ditch improvement match the existing slope on the system instead of the 2:1 slope referenced by the Commissioner of Natural Resources.

Engineer Brandel noted specifications were added for the project to include water tight gaskets. Engineer Brandel also noted that the contractor will be required to finish all work and to clean the site every one-half mile along the project.

Engineer Brandel recommended the Drainage Authority approve Option 1 as set forth in the Engineer's Report.

Chair Luepke called upon Lead Viewer Ron Ringquist to present the viewers' report. Mr. Ringquist provided an overview of the determination of benefits and damages for the Improvement Project.

Chair Luepke opened the public portion of the hearing at 11:45 a.m.

Attorney Bruce Sellers, who represents the petitioners on this project, appeared before the Drainage Authority to note that the improvement project as proposed met the statutory requirements for an improvement project. He noted that the benefits of the project exceed the damages under either option set forth in the engineer's report. He asked that the Drainage Authority approve the Improvement Project.

Tim Waibel, a landowner from Courtland, appeared before the Drainage Authority to address his concerns on the calculation of damages to his land as the project will pass over his property. Mr. Waibel was specifically concerned about damages to his private tile lines. Engineer Brandel noted effort would be made to work around Mr. Waibel's tile lines. Mr. Waibel also expressed concern about the compensation allotted for the impact of the construction on the future productivity to his land. Mr. Waibel also asked about the impact the improvement may have on downstream properties. Engineer Brandel addressed and explained the function of the improvement.

Jim Gieseke, landowner from New Ulm, appeared before the Drainage Authority to note that his property is assessed into two separate systems. He asked that his property be assessed by one system or the another. Viewer Ringquist noted that property is assessed based on where the water flows and if water from a single property flows into more than one system this is accounted for in the determination of overall benefits.

Rick Franta, a landowner from Lafayette, appeared before the Drainage Authority to address his concerns about the water capacity downstream and flow concerns. Engineer Brandel noted that the improvement will result in the improved area having the same flow rate as the downstream system and further noted that the downstream culverts had the capacity to handle the water flow from the improvement.

Al Schmit, landowner from New Ulm, appeared before the Drainage Authority to provide an overview of why he began this project and why he is driving it forward. He noted that the existing tile that he wants replaced is not deep enough and that he has plowed up some of the tile because it lacks depth. Mr. Schmit noted that he wanted the same drainage coefficient for his property as exists for other parts of the system.

Joey Kral, a landowner from New Ulm, appeared before the Drainage Authority to address the cost of his assessment. Mr. Kral noted his benefits appear to be incorrect because they are the same for the improvement benefits as was determined for the redetermination of benefits. Viewer Ringquist then noted an error in the viewer's report.

County Attorney Michelle Zehnder Fisher noted that the Viewers should be given time to correct their report and the new reports should be given to landowners. Attorney Zehnder Fischer recommended that the Drainage Authority hear comment from those in attendance at the hearing, but then continue the hearing to a later date to allow for corrections to be provided by the viewers. The Drainage Authority agreed to continue with public comment, but to not close the meeting.

Tim Waibel reappeared before the Drainage Authority to address his concerns on damages and requested that the corrected report be provided prior to the continued hearing. Mr. Waibel stressed he would like this project to be done right so individuals can get water off their property. Mr. Brandel requested that Mr. Waibel allow him to assess his private tile locations. Mr. Waibel agreed to project the maps to Engineer Brandel.

Greg Simmet, landowner from New Ulm, appeared before the Drainage Authority to ask for verification of his land being a part of this project, as he stated his water does not flow into Lateral 2. Engineer Brandel agreed to review this before the next hearing.

The Drainage Authority then continued the public hearing to Tuesday, June 9, 2020 at 10:00 a.m. At that time, the public will again have a chance to comment and all landowners will receive updated information from Manager Kopet prior to the hearing.

Motion by Commissioner Kemp and seconded by Commissioner Morrow to adjourn the meeting. The meeting adjourned at 1:05 p.m.

 6-26-2020

JOHN LUEPKE, CHAIR
DRAINAGE AUTHORITY CHAIR

ATTEST:



RYAN KRÖSCH
CLERK TO THE DRAINAGE AUTHORITY

OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
July 21, 2020

The Nicollet County Drainage Authority met in special session on Tuesday, July 21, 2020 at 8:30 a.m. with Chair John Luepke presiding. Commissioners Marie Dranttel, Terry Morrow, Jack Kolars, Denny Kemp, and John Luepke were present. Also present were County Administrator Ryan Krosch, Recording Secretary Abigail Lewis and County Attorney Michelle Zehnder Fischer.

The meeting was held pursuant to Minnesota Statute 13D.021. There were no public comments submitted by email or phone. No members of the public requested to participate in the meeting by phone. The meeting was recorded and broadcasted live online. Participating by phone was project viewer Ron Rinqvist. There were 8 members of the public in attendance.

Public Hearing on Ditch 77 Lateral 2 to Correct Original Benefits

At 8:30 a.m., Chair Luepke opened the public hearing on the to correct a limited error in the redetermination of benefits report. Public Services Manager Jaci Kopet provided opening remarks.

On June 19, 2020, there was a public hearing for the pending improvement project for CD77 Lateral 2. At that hearing, it was determined that the redetermined benefits that were approved on July 9, 2019 were incorrect for two owners: Al Schmit, Larry Seibel, and Doug and Paulette Kral.

Notice for this public hearing was given by:

- I. Mailed and posted on June 29, 2020
- II. Published in the county newspaper July 2, July 9 and July 16, 2020.

The purpose of today's public hearing was to decide if the previously adopted efficient ratings set forth in the redetermination of benefits report should be corrected.

Chair Luepke called upon viewer Ron Rinqvist to present the corrected report. Viewer Rinqvist provided an overview of the changes made to the benefits report.

Chair Luepke opened the public portion of the hearing at 8:35 a.m. Chair Luepke called for public comment and with no public comment closed the public portion of the meeting at 8:35 a.m.

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the corrected redetermination report. Motion carried with all voting in favor on a roll call vote. County Attorney Michelle Zehnder Fischer will prepare the findings to provide at the next regularly scheduled Drainage Authority meeting to take place on July 28, 2020.

Continued Public Hearing on Ditch 77 Lateral 2 for the Final Engineers Report

At 8:45 a.m., Chair Luepke opened the continued public hearing on the final engineering report (FER) for the CD 77 Lateral 2 improvement project. Public Services Manager Jaci Kopet provided opening remarks.

Kopet stated that this is a continued hearing from June 9, 2020. At that hearing, it was discovered that there was an error in the redetermination of benefits report previously

adopted by the Drainage Authority on July 9, 2019. The consensus of the Board was to continue the hearing on the FER to allow for the error to be corrected.

Notice for the first public hearing on the FER was given by:

- i. Mailed to all landowners March 5, 2020
- ii. Posted March 5, 2020
- iii. Published in the county newspaper March 5, March 12 and March 19.

On June 29, 2020, a letter was also sent to landowners for today's hearing. As a result of the Executive Orders and the closure of the Nicollet County Government Center, the public hearing scheduled for March 24, 2020, was continued until April 14, 2020. The Drainage Authority continued the public hearing from April 14, 2020, to May 19, 2020, due to the continued Executive Orders and the closure of the Nicollet County Government Center.

Landowners were notified by mail on the status of the public hearing as follows:

- i. On March 18, 2020, notice was given to landowners that the March 24, 2020 hearing was continued to April 14, 2020.
- ii. On April 8, 2020, notice was given to landowners that the April 14, 2020, hearing was continued to May 19, 2020.
- iii. On May 11, 2020, notice was mailed to all landowners that the May 19, 2020 meeting will take place either in person or with a phone in option depending on the status of the Governor's Stay at Home Order. Instructions were provided for the phone in option and ISG's presentation was mailed to all landowners for reference if they used the phone option. Since the Stay at Home Order expired, landowners were permitted to attend the hearing in person with social distancing in place. The phone in option is also available for anyone that wanting to appear in person. Landowners on the phone were allowed public comment during the hearing.
- iv. At the May 19, 2020, hearing, an error was discovered in the viewer's report. As a result, the public hearing was continued until June 9, 2020.
- v. At the June 9, 2020, hearing, an error was discovered in the redetermination of benefits report previously adopted by the Drainage Authority on July 9, 2019. The Board determined it appropriate to continue the public hearing to allow for the error to be corrected and to allow for notice to landowners of the error correction.

The purpose of today's public hearing is to review the FER, the viewer's reports, and take testimony from all parties to determine whether to proceed with the project or dismiss the petition. The Commissioner of Natural Resources report was previously read during the May 19, 2020 hearing.

Chair Luepke called upon Engineer Chuck Brandel from ISG to continue his presentation on the improvement project. Engineer Brandel provided an overview of the FER. Engineer Brandel provided two options for the project and is recommending option one to the Board. This project remains cost effective based on completed corrections from previous hearings.

Chair Luepke then called upon Ron Rinquist to outline the changes to the viewer's report. Viewer Rinquist noted that his changes reflected to the adoption of the new

redetermination of benefits report and prior corrections to the determination of benefits report. The total improvement benefits for the improvement project is \$275,983.70.

At 9:02 a.m., Chair Luepke opened the public comment portion of the meeting.

Tim Wiebel, landowner in Nicollet County, appeared before the Board to address the compensation for his property. Mr. Wiebel inquired about the project starting timeline. Engineer Brandel stated once the project is approved there is a 30 day appeal timeline. Ideally, a November project would be the perfect timeline, but it is sometimes difficult to get a contractor to build and have the availability to complete the project in the fall. Engineer Brandel addressed the question in regards to the compensation for damages to Mr. Wiebel's property.

Al Schmit, landowner in New Ulm, appeared before the Board to provide his support for option one on this improvement project.

Manager Kopet brought forth one additional correction to written materials provided to the Board regarding the benefits derived from the project. The numbers were correctly stated in the materials sent to the landowners.

With no further public comments Chair Luepke closed to the public comment portion of the meeting at 9:18 a.m.

Motion by Commissioner Morrow and seconded by Commissioner Kemp to approve option one of the improvement project as presented. Motion carried with all voting in favor on a roll call vote.

Attorney Zehnder Fischer will draft the findings for the Board to consider at the next meeting on July 28, 2020.

Motion by Commissioner Kemp and seconded by Commissioner Morrow to adjourn the meeting. The meeting adjourned at 9:26 a.m.


JOHN LUEPKE, CHAIR
DRAINAGE AUTHORITY CHAIR

ATTEST:


RYAN KROSCH
CLERK TO THE DRAINAGE AUTHORITY

OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
July 28, 2020

The Nicollet County Drainage Authority met in regular session on Tuesday, July 28, 2020 at 11:26 a.m. with Chair John Luepke presiding. Commissioners Marie Dranttel, Terry Morrow, Jack Kolars, Denny Kemp and John Luepke were present. Also present were County Administrator Ryan Krosch, Recording Secretary Abigail Lewis and County Attorney Michelle Zehnder Fischer.

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

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the consent agenda items as follows: approval of the July 14, 2020 Drainage Authority minutes and the July 21, 2020 Special Drainage Authority minutes. Motion carried with all voting in favor.

Set Hearing Date for Ditch Cleanings

Public Services Manager, Jaci Kopet, appeared before the Drainage Authority to request a public hearing date be set for ditch cleanings to be completed this fall. The ditches requested to be cleaned are County Ditch 24A, County Ditch 16A and County Ditch 48A.

Motion by Commissioner Morrow and seconded by Commissioner Kemp to set the public hearing date for ditch cleanings for August 25, 2020 at 10:30 a.m. Motion carried with all voting in favor.

Consider Findings for the Correction to Benefits for CD77 Lateral 2

Manager Kopet presented the Findings of Fact and requested approval of the Findings for the Correction to Benefits for CD77 Lateral.

A public hearing was held on July 21, 2020 to correct the benefits for CD77 Lateral 2 that were previously approved on July 9, 2019. The changes were approved by the Drainage Authority at the July 21, 2020 meeting.

Motion by Commissioner Morrow and seconded by Commissioner Kemp to accept the Findings to correct the benefits for CD77 Lateral 2. Motion carried with all voting in favor.

BEFORE THE NICOLLET COUNTY BOARD OF COMMISSIONERS
ACTING AS DRAINAGE AUTHORITY FOR
COUNTY DITCH NO. 77 LATERAL 2

Findings of Fact and Order
Regarding the Amendment of the Redetermination of Benefits
For Nicollet County Ditch No. 77 Lateral 2

The Drainage Authority, having completed its deliberations, its examination of all files and records herein, its hearing of all interested persons, and its consideration of all reports, makes the following:

FINDINGS

1. A Redetermination of Benefits was ordered for Nicollet County Ditch No. 77 Lateral 2 on September 23, 2014.
2. Ron Ringuist, Brad Wick, Charles Anderson, and Lance Roberts were appointed viewers to submit a Redetermination of Benefits Report and the Benefits and Damages statement.
3. A public hearing was held on July 9, 2019, at the Nicollet County Government Center in St. Peter, Minnesota, to consider the submitted Viewer's Reports. Proper notice of the public hearing was posted, published, and mailed.
4. The Drainage Authority heard from Viewer Ron Ringquist regarding the methodology used to prepare the redetermination reports. The Drainage Authority also took public testimony and answered questions regarding the proposed redetermination.
5. The Drainage Authority adopted the Viewer's Report and assessment of benefits and damages on July 9, 2019.
6. A petition to improve County Ditch 77 Lateral 2 was accepted by the Drainage Authority on October 24, 2017. The Drainage Authority subsequently ordered a Preliminary Engineering Report following a hearing on October 18, 2018. The Drainage Authority ordered a Final Engineering Report. The Drainage Authority also ordered a Determination of Benefits report and appointed Viewers for the same. The Final Engineering Report was presented to the Department of Property and Public Services on January 21, 2020. The matter was then set for a public hearing.
7. A continued hearing on the Final Engineering Report for the improvement project was held on June 9, 2020. During this hearing, Viewer Ron Ringquist identified an error in the Redetermination of Benefits Viewer's Report regarding the efficiency rating for a portion of the system.
8. After discussion, the Drainage Authority ordered that the error should be corrected so that the Redetermination Report is accurate and so that any error is not perpetuated during any future proceedings. The Drainage Authority further directed that notice of the hearing to correct the Redetermination of Benefits report be mailed to all landowners and published.
9. Notice of the hearing to correct the Redetermination of Benefits Report was provided as follows:
 - a. Notice of Public Hearing was mailed to all landowners on County Ditch 77, Lateral 2 on June 29, 2020;
 - b. Notice of Public Hearing was posted on June 29, 2020; and
 - c. Notice of the Public Hearing was published in the St. Peter Herald and the Lafayette Ledger on July 2, July 9, and July 16, 2020.
10. Viewer Ron Ringquist explained the error he discovered in his report. He noted that some of the land drained using the original tile system that remained in place. This drainage changed the drainage efficiency rating for portions of the system. A correction to the system's efficiency rating does not alter the watershed of the system.
11. In all other aspects, the detailed Redetermination of Benefits Report and Benefit and Damages Statement adopted on July 9, 2019, was accurate.
12. The correction to the redetermination of benefits report, previously adopted by the Drainage Authority on July 9, 2019, ensures that future benefits, damages, and repairs are apportioned between the parcels in an accurate and fair manner.
13. The reports as amended are complete and correct.

NOW, THEREFORE, IT IS ORDERED as follows:

1. The viewers' report on file herein, and the assessment of benefits and damages stated therein, attached as Exhibit A, is hereby adopted.

2. The total benefits of County Drainage System 77 Lateral 2 is \$2,214,838.73.
3. The redetermined benefits and damages, and benefited and damaged areas shall take the place of, and shall be used, in determining assessments from the date of approval.
4. The acquisition of the one-rod grass strip previously ordered by the Drainage Authority shall remain in effect.
5. The Public Services Manager is directed to take all necessary actions to implement this redetermination of benefits.
6. The appeal period will be thirty (30) days after this Order is signed and filed in the County Public Services Office.

Consider Findings for the Improvement Project to CD77 Lateral 2

Manager Kopet presented the Findings of Fact and requested approval of the Findings for the Improvement Project to CD77 Lateral 2.

The Final Engineers Report Hearing was held on July 21, 2020 for CD77 Lateral 2. The Drainage Authority approved this project at that hearing.

Motion by Commissioner Kemp and seconded by Commissioner Morrow to approve the Findings for the Improvement Project to CD77 Lateral 2. Motion carried with all voting in favor.

BEFORE THE JOINT DRAINAGE AUTHORITY FOR NICOLLET COUNTY DITCH NO. 77 Lateral 2

Findings of Fact and Order of the Drainage Authority
On the Final Hearing Following the Detailed
Survey and Detailed Survey Report and Viewer's Report
by the Drainage Authority of Nicollet County,
Regarding the Petition for Improvements to
Nicollet County Ditch No. 77 Lateral 2,
Lafayette Township

The Drainage Authority, having completed its deliberations, its examination of all files and records herein, its hearing of all interested persons, and its consideration of all reports, makes the following:

FINDINGS OF FACT

14. A Petition for Improvement to Nicollet County Ditch 77 Lateral 2 was filed with the Nicollet County Public Services Office. The contents of said Petition met the criteria set forth in Minnesota Statute Section 103E.215 to initiate an improvement of a drainage system.
15. The Nicollet County Drainage Authority accepted the Petition on October 24, 2017. The Drainage Authority also appointed Charles L. Brandel, PE, of I & S Group to act as the engineer to prepare a Preliminary Engineer's Report.
16. Engineer Brandel completed his Preliminary Engineer's Report and filed it with the Nicollet County Public Services Office on October 18, 2018.
17. A copy of the Preliminary Survey Report was mailed to the Director of the Division of Ecological and Water Resources at the Department of Natural Resources on October 18, 2018.
18. Proper notice to landowners of the Preliminary Hearing was provided as required under Minnesota Statute Section 103E.261. Said notice was published in the legal newspaper of Nicollet County on November 29,

December 6, and December 13, 2018; notice was posted on November 29, 2018; and notice was mailed to all landowners on November 29, 2018.

19. A Hearing on the Preliminary Engineer's Report was held at the Nicollet County Government Center on December 18, 2018.
20. Engineer Brandel presented the Preliminary Engineer's Report and explained his analysis of whether the proposed drainage project met the statutory criteria set forth in Chapter 103E of Minnesota Statutes.
21. The Commissioner's Advisory Report on the Preliminary Engineer's Report was read verbatim by Ms. Kopet and included in the record of the proceedings.
22. Comments were received at the public hearing and addressed by the Drainage Authority.
23. The Drainage Authority then ordered a Final Engineering Report.
24. On December 18, 2018, the Drainage Authority appointed Ron Rinkist, Charles W. Anderson, and Brad Wick to complete a determination of benefits from the proposed improvement project.
25. On January 21, 2020, Engineer Brandel filed the Final Engineering Report with the Department of Property and Public Services.
26. The Final Engineer's Report was sent to the Commissioner of Natural Resources on January 21, 2020. The Commissioner's letter in response to the Final Engineering Report was filed with the Drainage Authority on February 7, 2020.
27. Within 30 days after the viewers' report was filed, the Public Services Manager made a property owners' report from the information in the viewers' report in conformance with the requirements of Minn. Stat. § 103E.323, subd. 1. The Public Services Manager mailed a copy of the property owners report to each property owner affected by the proposed drainage project and an affidavit of mailing is on file with the Drainage Authority.
28. On February 11, 2020, the Drainage Authority scheduled a hearing for March 24, 2020, to review Engineer Brandel's Final Engineering Report and the Viewers' Report. The Drainage Authority directed the Public Services Manager to provide notice of the final hearing by publication, by posting, and by mail to the petitioners, political subdivisions, and owners of property likely to be affected by the proposed project.
29. Proper notice of the Final Hearing was provided as required under Minn. Stat. § 103E.261. Said notice was published in the St. Peter Herald and the Lafayette-Nicollet Ledger on March 5, March 12, and March 19, 2020; notice was posted on March 5, 2020; and notice was mailed to all landowners on March 5, 2020.
30. On March 13, 2020, Governor Tim Walz issued Executive Order 20-01 declaring a Peacetime State of Emergency as a result of the Novel Coronavirus Disease 2019 (hereinafter COVID-19). Thereafter, Governor Walz issued Executive Orders that required Minnesotans to stay at home except for the limited purposes set forth within the Executive Orders. These Executive Orders are 20-20 (time period March 27, 2020 to April 10, 2020), 20-33 (time period April 8, 2020 to May 3, 2020), and 20-48 (time period May 3, 2020 to May 17, 2020).
31. On March 24, 2020, the Nicollet County Board of Commissioners authorized an Emergency Disaster Declaration as a result of COVID-19.
32. As a result of the Executive Orders issued by Governor Walz, and based upon the recommendations of the Minnesota Department of Health and the Centers for Disease Control, the Nicollet County Government Center was closed to the public on March 19, 2020, and remained closed to the public until May 21, 2020.
33. As a result of the Executive Orders and the closure of the Nicollet County Government Center, the public hearing scheduled for March 24, 2020, was continued to April 14, 2020. The Drainage Authority continued the public hearing from April 14, 2020, to May 19, 2020, due to the continued Executive Orders directing Minnesotans to stay home and the closure of the Nicollet County Government Center.

34. Nicollet County Property Services mailed to each impacted landowner a letter outlining the continuance of each previously scheduled hearing and the reason for the continuance of the hearing.
35. Governor Walz issued Executive Order 20-56 that ended the prior stay at home restrictions and included guidance for engaging in other activities. Executive Order 20-56 permitted governmental meetings, but continued the recommendation for remote meetings whenever possible.
36. The Drainage Authority conducted the May 19, 2020, hearing in person. The Drainage Authority permitted landowners and affected individuals to either call in for the hearing or attend the hearing in person. The Drainage Authority further permitted Viewer Ringquist to appear via telephone.
37. Property Services also mailed to all landowners and affected individuals a letter containing the engineer's power point presentation and instructions on how to call in for the May 19, 2020, hearing. The call in option allowed landowners and affected individuals to participate in the hearing, both to hear the hearing content and to ask questions during the public hearing.
38. The final report of the Commissioner was read verbatim at the hearing on May 19, 2020. The Commissioner of Natural Resources did not appear for the hearing. The Director of the Division of Waters in the Department of Natural Resources did not appear for the hearing. The Commissioner's report did not specifically approve or object to the Improvement Project.
39. During the May 19, 2020, hearing, Engineer Brandel presented the Final Engineering Report, including recommendations for specific improvements and repairs. The Report contained two improvement options. Engineer Brandel recommended that the Drainage Authority order Option 1 as presented in the Final Engineering Report, dated January 2019. Option 2, as presented in the Final Engineer Report, was not cost effective as the costs exceed the benefits generated by the improvement project.
40. Engineer Brandel further offered a response to some of the concerns raised by the Commissioner regarding the need for a storage basin. Based upon engineering modeling for 2, 5, and 10 year rain events that showed little downstream impact from the upstream improvement, the changes proposed to the system did not warrant the storage system outlined in Option 2 of the Engineer's Report or the expense associated with creating the storage system.
41. Engineer Brandel further outlined the repairs needed to the system that explained the separable maintenance costs set forth in the Final Engineering Report.
42. Attorney Bruce Sellers, representing the Petitioners, appeared for the hearing and noted that Option 1 of the Engineer's Report meet all required statutory criteria, that it served public utility, and provided a public benefit. He asked the Drainage Authority to approve Option 1 as outlined in the Engineer's report.
43. Viewer Ron Ringuist presented the viewer's report to the Drainage Authority.
44. During the May 19, 2020, public hearing, the following persons appeared and provided comment:
 - a. Tim Waibel, 45438 541st Avenue, Courtland, Minnesota, expressed concern about the per acre construction damage calculation, crop loss compensation, and the long-term impact to his property from the soil disruption. Mr. Waibel also expressed concern that the construction may damage his existing tile lines. He further expressed concern that the improvement will result in additional water flowing downstream into structures that are not being improved and he was concerned it would create downstream flooding.

Engineer Brandel noted that the downstream ditch system has sufficient capacity to handle any increase in flow created by the improvements to the system. Engineer Brandel asked that Mr. Waibel provide information about his existing tile and further noted that damages would be paid if the tile is damaged during construction.

Viewer Ringquist explained the data used to calculate the damages for crop loss and land damages.

- b. Jim Gieseke, 55472 Fort Road, New Ulm, Minnesota, noted that his land is currently being assessed as benefitting from both CD 77 and 86A. He wanted his land accessed into one system or the other.

Viewer Ringquist noted that benefits are assessed based upon how the water flows and the calculations take into account parcels that may be assessed as draining into two systems.

- c. Rick Franta, 35981 605th Avenue, Lafayette, Minnesota, expressed concern that the proposed improvements may create a "bottleneck" area of water downstream due to an increase in water flow.

Engineer Brandel noted that the improvement was designed to give the upstream system the same flow rate as exists in the downstream system. He further noted that the downstream culvert has sufficient capacity to handle the increased flow.

- d. Al Schmidt, 39243 561st Avenue, New Ulm, Minnesota, noted that his land benefits the most from the improvement project. He expressed that he wants his land to enjoy the same drainage coefficient as the other property on the system. Mr. Schmidt further noted that the existing system is 55 years old and needs to be replaced. The tile is presently too shallow and it is damaged during normal farming operations.

- e. Joey Kral, 38826 561st Ave, New Ulm, Minnesota, noted that the improvement needs to be completed. However, he noted some discrepancies in the viewer's report.

45. As a result of the questions raised by Mr. Kral, Viewer Ringquist identified errors in his submitted Determination of Benefits report. Viewer Ringquist agreed to amend his report and submit it to Property Services Director Kopet.

46. The Drainage Authority continued public comment on the Final Engineer's Report to allow for the correction of the Viewer's Report and to further allow that report to be distributed to the affected landowners. The public hearing was continued until June 9, 2020, at 10:00 a.m.

47. Property Services Director Kopet mailed to landowners the corrected Viewer's Report for consideration at the June 9, 2020 continued hearing.

48. At the hearing on June 9, 2020, Viewer Ringquist noted a further error in the Redetermination of Benefits Report that was originally adopted by the Drainage Authority on July 9, 2019. The error did not change the watershed included in the drainage system, but it changed the efficiency rating of the system. The Drainage Authority deemed it necessary to correct the Redetermination of Benefits report to ensure the report was accurate. The Drainage Authority continued the public hearing on the Final Engineering Report until July 19, 2020, to allow for notice to landowners of a hearing and its intent to correct the previously adopted Redetermination of Benefits.

49. On July 19, 2020, the Drainage Authority adopted the amended Redetermination of Benefits Report that corrected the error discovered during the June 9, 2020 hearing. The Drainage Authority adopted the Findings regarding the amended Redetermination of Benefits on July 28, 2020.

50. During the July 19, 2020, hearing, Engineer Brandel presented a video model that reflected the change in downstream flow caused by the improvement project during two different rain events. The video model reflected that the improvement would not adversely affect downstream properties.

51. The Final Engineer's Report was completed according to Chapter 103E of Minnesota Statutes. The Final Engineering Report and the Viewer's Report are complete and correct as amended.

52. Option 1 as outlined in the Final Engineer's Report is cost effective. Option 2 is not cost effective.

53. The Damages and Benefits of the Improvement Project have been properly determined. Based upon the Engineer's Report, the Viewers determined the total benefits from the Improvement Project to be

\$275,983.70 and Engineer Brandel determined the total project costs to be \$533,420.00, including separable maintenance of \$340,020.00. The net benefit of the improvement project is \$80,062.70.

54. The calculated benefits of Option 1 set forth the Engineer Brandel's Final Engineering Report are greater than the total estimated costs, including damages.
55. The proposed drainage project will be of public benefit and promote the public health.
56. The proposed drainage project is practical.
57. The Petitioners included within their petition a request for separable maintenance. The system is in need of repair and the cost of the repairs has been accounted for by the Engineer and Viewers.

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board, acting as the drainage authority for Nicollet County Ditch No. 77 Lateral 2, hereby orders as follows:

ORDER

7. The Nicollet County Drainage Authority for the County Ditch No. 77 Lateral 2 hereby establishes and orders said improvement to County Ditch No. 77 Lateral 2 as described as Option 1 in the Final Engineer's Report, and is further incorporated herein by reference.
8. The amount assigned by the Engineer as separable maintenance shall be charged to County Ditch No. 77 Lateral 2 and deducted from the cost of the improvement to County Ditch No. 77 Lateral 2.
9. The Drainage Authority directs the Public Services Manager to take all necessary actions for the construction of said Improvement to County Ditch No. 77 Lateral 2 and authorizes the Public Services Manager to proceed as necessary, reserving to itself only those matters that the Drainage Authority, by vote, must authorize.
10. Upon completion of the project, the drainage system record shall be updated with the as-built alignment and conditions of the improvement to County Ditch No. 77 Lateral 2.
11. The viewers' determination of benefits and damages for the Improvement to County Ditch No. 77 Lateral 2 contained in the viewers' report, as amended and dated May 21, 2020, and the benefits and damages statement are hereby confirmed and adopted by the drainage authority. Said report is attached as Exhibit A and is hereby incorporated by reference.
12. The viewers, engineer, and attorneys are allowed payment of their accounts of work.
13. The Public Services Manager shall ensure that the benefits roll is updated to reflect the benefits confirmed in this order.
14. The percentage of the cost of the drainage project to be paid by each affected landowner shall be in direct proportion to the benefits and damages as determined in the viewers' report.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing Findings of Fact and Order. Motion passed with all voting in favor.

County Ditch 62A Improvement Project and Litigation

At 11:30 a.m., Chair Luepke moved to a closed session of the Drainage Authority, as permitted under Minnesota Statute §13D.05, Subdivision 3(b), to discuss litigation regarding the improvement project on Nicollet County Ditch 62A. Individuals attending the closed meeting were: Commissioners Denny Kemp, Marie Dranttel, Terry Morrow, John Luepke and Jack Kolars; County Administrator Ryan Krosch; County Attorney Michelle Zehnder

Fischer; County Engineer Seth Greenwood; Ditch Inspector Nate Henry; Public Services Manager Jaci Kopet and Attorney Roger Justin.

At 12:20 p.m. Chair Luepke called the Drainage Authority back to session

Motion by Commissioner Kemp and seconded by Commissioner Morrow to adjourn the meeting. The meeting adjourned at 12:20 p.m.


JOHN LUEPKE, CHAIR
BOARD OF COMMISSIONERS

ATTEST:



RYAN KROSCH
CLERK TO THE BOARD

PROPOSED LEVY

Based on the foregoing Findings and the entire record of proceedings before the Nicollet County Board of Commissioners, acting as the drainage authority for County No. 77 Lateral 2, hereby adopts the following drainage system assessment, installment schedule, interest rate, and maintenance fund and direct certification thereof to the County Public Services office for collection:

<u>County Ditch No. 77 Lateral 2</u>	<u>Amount to Levy</u>
Final Improvement Cost	\$623,243.53
Maintenance Costs since Last Levy	\$53,104.37
Future Repaid Fund	\$40,000.00
Total Levy	\$716,347.90

All assessments not paid by December 31, 2023 will be charged a 5% annual interest rate beginin January 1, 2024. Unpaid assessments will be assessed to the property tax roles begining in tax year 2024 with the following terms based on the amount of assessment:

- Up to \$15,000 5 years
- \$15,001 - \$50,000 10 years
- \$50,001 - \$100,000 15 years
- Over \$100,000 20 years

Agenda Item: CD30A Findings of Fact and Order Regarding Partial Abandonment		
Primary Originating Division/Dept.: Public Services		Meeting Date: 11/14/2023
Contact: Jaci Kopet	Title: PPSD Director	Item Type: (Select One) Regular Agenda
Amount of Time Requested: 5 minutes		
Presenter: Jaci Kopet		Title: PPSD Director
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: The Nicollet County Board of Commissioners, sitting as the drainage authority for County Ditch No. 30A, recieved a Petition for Partial Abandonment of County Ditch No. 30A pursuant to Minnesota Statute Section 103E.806, from Timothy A. Waibel and Mary Jean Waibel. A public hearing on the Petition was held on October 24, 2023. Based on the record and proceedings, it was moved and seconded for the adoption of the attached Findings and Order.		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Drainage Authority 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): 10/24/23		
Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A		
ACTION REQUESTED: I will be asking the Drainage Authority to consider approval of the Findings and Order.		
FISCAL IMPACT: Other (Select One) If "Other", specify:		FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:

**BEFORE THE NICOLLET COUNTY DRAINAGE AUTHORITY
REGARDING THE PETITION FOR PARTIAL ADANDONMENT OF
NICOLLET COUNTY DITCH NO. 30A**

Findings of Fact and Order of the Board
Regarding Petition for Partial Abandonment of
County Ditch No. 30A

The Nicollet County Board of Commissioners, sitting as the drainage authority for County Ditch No. 30A, having received a Petition for Partial Abandonment of County Ditch No. 30A pursuant to Minnesota Statute Section 103E.806, from Timothy A. Waibel and Mary Jean Waibel, and further having noticed and conducted a public hearing on the Petition, and based on the record and proceedings, it was moved and seconded for the adoption of the following Findings and Order:

Findings:

1. Nicollet County Property and Public Services received a Petition [hereinafter "Petition"], dated August 24, 2023, requesting the partial abandonment of a portion of County Ditch No. 30A, pursuant to Minn. Stat. § 103E.806. The portion of the drainage system sought to be abandoned is described as follows:

The entire part upstream the section line between Sections 17 and 18 of Granby Township and upstream of the intersection of Branch 22 with the mainline of CD30A, and is described as follows. Starting immediately west of at the intersection of the mainline open ditch of CD30A with the section line between Sections 17 & 18, thence continuing generally west through Section 18 of Granby Township through parcel 05.018.0200 to the western edge thereof where it continues north and connects with a buried tile portion of the mainline of CD30A, then continuing north into the southwest corner of parcel 05.007.0605, thence continuing west under Nicollet County Road 4 whereupon it terminates in the southeast corner of parcel 05.007.0400.

2. Timothy A. Waibel and Mary Jean Waibel, 45438 541st Ave, Courtland, MN 56021, [hereinafter "Petitioners"] are owners of benefited property on County Ditch No. 30A.

3. The Petition seeks to abandon that portion of the mainline branch of County 30A described in Finding ¶ 1 above, in conjunction with the Petitioners' plan to replace the open ditch portion on their property with a buried private tile line.

4. In addition to the signatures of Petitioners, the Petition included signatures pages from Timonthy Compart and Susan Compart, Melvin Hopp and Janelle Hopp, Dennis Hopp, John Krohn and Diane Krohn as trustees under the Trust Agreement of John A. Krohn dated November 18, 2016 and Trust Agreement of Diane K. Krohn dated November 18, 2016, and Karen Drummer. [hereinafter “Signators”].

5. Petitioners attached as Exhibit A to the Petition, a Drainage Tile and Easement Agreement. The Drainage Tile and Easement Agreement was signed by Petitioners and the Signators.

6. The Nicollet County Board, sitting as the drainage authority for County Ditch 30A, set a public hearing for the petition to take place on October 24, 2023, at 10:00 am. Nicollet County staff provided notice of the hearing by mail to the owners of all property benefited by the drainage system and have provided notice by publication in a newspaper of general circulation within the affected drainage area.

7. Following the submission of the Petition, Petitioners submitted a supplemental letter dated October 18, 2023, that included an additional signature page to the Drainage Tile and Easement Agreement, signed by Lois Currier, the vendor of a contract for deed held by Karen Drummer, one of the original Signators. It also included a map using United States Geological Services software to show the flow of water from the property owned by Dorothy Christenson.

8. Staff presented the Drainage Authority with a map, prepared by Steven Penkava, Engineer, Jones, Haugh, and Smith, Inc., that set forth the drainage area of the portion of County Ditch 30A sought to be abandoned. All landowners owning land included in the drainage area signed the Petition and the Drainage Tile and Easement Agreement, except Dorothy Christenson, parcel 05.007.0700.

9. Prior to the hearing, Petitioners also submitted construction plans developed by Ellingson Companies for the private tile line to be installed on Petitioners’ property. The proposed private tile lines abut Ms. Christenson’s property.

10. The Petition for Partial Abandonment is in proper form and is legally sufficient and adequate for the purposes of these proceedings.

11. During the public hearing, Petitioner Tim Waibel, Petitioners' Attorney Dean Zimmerli, and Ellingson Companies representative Mike Tveten spoke in favor of the partial abandonment petition.

a. Mr. Waibel noted that the proposed private system will be a greater capacity than the current open ditch system.

b. Mr. Tveten explained the construction plans for the private tile system, noting that existing tile outlets will be included in the new private tile system.

c. Attorney Zimmerli provided further explanation of the water flow maps, highlighting that Ms. Christenson's property has no existing tile flowing to the open ditch. Attorney Zimmerli expressed the opinion that the open ditch does not have any public necessity considering the private tile agreement.

12. The Drainage Authority previously ordered a redetermination of benefits for County Ditch 30A. Viewer Mark Beherns noted that the Viewers would be able to prepare the new redetermination of benefits following the Drainage Authority's decision on the Petition.

13. While parcel 05.007.0700 is within the watershed of the ditch that is subject to the Petition, it is not currently served by tile that connects to the open ditch, thus relying on surface drainage of water from the property. The development of the private tile system will provide the same drainage benefit to this parcel as the existing drainage system. Therefore, the existing drainage system does not serve a substantial useful purpose to this parcel.

14. No one spoke in opposition to the Partial Abandonment Petition.

15. The new drainage system, set forth in the Drainage Tile and Easement Agreement and the construction plans prepared by Ellingson Companies, establishes that it will replace the current drainage for the property included in the Petition such that maintaining the public drainage system in County Ditch 30A would serve no further public benefit or purpose.

16. The landowners, save Ms. Christenson, served directly by the section of the mainline of Nicollet County Ditch No. 30A sought to be abandoned have entered into a Drainage Tile and Easement Agreement, which provides for the drainage of the lands currently within the drainage system sub-watershed which is now part of Nicollet County Ditch No. 30A. Based upon this Agreement, the continued public maintenance and upkeep of the drainage system is unnecessary, and this part of Nicollet County Ditch No.

30A is not of public benefit and utility and does not serve a substantial useful purpose to property remaining in the system.

Order:

Based on the foregoing Findings and the entire record of proceedings before the Board, the Board acting as the drainage authority for Nicollet County Ditch No. 30A, hereby orders as follows:

1. The petition for partial abandonment of that portion of Nicollet County Ditch No. 30A described above is approved.
2. No further repair petition for the abandoned portion of the drainage system, described in Finding ¶ 1 above, will be accepted and the drainage authority's responsibility to maintain the abandoned portion of the drainage system is terminated by this Order.
3. This Order does not release any property from a drainage lien filed on account of the drainage system before the date of this Order, nor shall this Order release any property from any assessment or drainage lien filed on or after the date of this Order for costs incurred on account of the drainage system before the date of this Order.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing Findings and Order, and upon vote, the Chair declared the motion passed and the Findings and Order adopted.

Dated: November 14, 2023

Jack Kolars
Chairperson of Drainage Authority

ATTEST:

Mandy Landkamer, County Administrator
Clerk to the County Board

NICOLLET
COUNTY EST. 1853

2023 Ditch Levies

Regular General Maintenance Levies

Ditch	Last Levied	8/31/2023 Balance*	Upcoming Expenses	Outstanding to be Collected		Balance	Original Benefits	Balance for Future Repairs	Total Amount to Raise	Recommended Levy	Amount to Raise
CD4A	2021	(5,299.42)	(26,335.92)	3,489.00		(28,146.34)	2,884,120.00	10,000.00	38,146.34	1.40%	40,377.68
CD11	2019	(5,023.77)	(11,709.18)	-		(16,732.95)	5,146,856.00	10,000.00	26,732.95	0.55%	28,307.71
CD48A	2021	(57,884.38)		6,982.00		(50,902.38)	688,802.00	10,000.00	60,902.38	9.00%	61,992.18
CD83	2021	(14,667.26)		1,811.00		(12,856.26)	1,876,677.35	10,000.00	22,856.26	1.25%	23,458.47
CD85	2021	(31,610.38)		703.00		(30,907.38)	78,585.00	10,000.00	40,907.38	52.20%	41,021.37
Totals		(114,485.21)	(38,045.10)	12,985.00		(139,545.31)	10,675,040.35	50,000.00	189,545.31		195,157.40

Ditches with Redeterminations

		8/31/2023 Balance	Purchase of Buffers/Easement	Outstanding to be collected	Estimate Outlet Benefit Charge	New Balance	Original Benefits	Additional Money for future expenses	Total Amount to Raise	Recommended Levy	Amount to Raise
CD 8A	Pays 8% OB into CD47A	(17,616)	(40,084)	325	(22,187)	(79,562)	1,090,601	10,000	89,561.62	8.30%	90,519.88
CD 35A		(7,611)	(63,498)			(71,109)	1,105,754	10,000	81,108.65	7.30%	80,720.04
CD 39		(5,452)	(21,952)			(27,404)	19,450,458	10,000	37,404.30	0.19%	36,955.87
CD 47A	Pays 1% OB into CD75	(12,964)	(252,654)		(2,765)	(265,618)	4,019,344	10,000	275,617.80	6.90%	277,334.74
CD 65		(8,934)	(1,148)			(10,082)	428,595	10,000	20,082.28	4.75%	20,358.26
CD 71	Pays 4% OB into CD78	(24,730)	(79,288)		(24,383)	(104,018)	1,498,353	10,000	114,017.61	7.70%	115,373.18
CD 75		(8,630)	(274,911)			(283,541)	4,386,162	10,000	293,541.29	6.70%	293,872.85
CD 78		(50,056)	(549,265)			(599,321)	8,585,488	10,000	609,321.36	7.10%	609,569.65
CD 78 L2 B4	Pays 2% OB into CD78	(5,098)	(54,198)		(12,191)	(59,296)	730,868	10,000	69,296.12	9.50%	69,432.46
CD 82	Pays 31% OB into 8A	(43,000)	(95,373)	18,120	(21,130)	(141,383)	1,079,341	10,000	151,382.95	14.00%	151,107.74
CD 84		(2,089)	-			(2,089)	433,591	10,000	12,089.37	2.80%	12,140.55
Totals		(186,180.53)	(1,432,371.00)	18,120.48	(82,657.02)	(1,643,423.35)	42,808,555.00	110,000.00	1,753,423.35		1,757,385.22

Re-Payment Schedule Guideline at 5% Annual Interest Rate

0 - \$500	1 year	
\$501 - \$1000	2 years	
\$1001 & over	3 years	

-

**BEFORE THE NICOLLET COUNTY DRAINAGE AUTHORITY
FOR ASSESSING ANNUAL MAINTENANCE LEVIES**

Findings and Order of the Board
Regarding Drainage System
Assessments, Installment Schedules
Interest Rates and Maintenance Funds

The Drainage Authority, having completed its deliberations, its examination of all files and records herein, and its consideration of all reports, makes the following:

FINDINGS OF FACT

1. Minn. Stat. § 103E.725 provides all fees and costs incurred relating to a drainage system, including repairs, inspections, engineering, viewing, and publications, are costs of the drainage system and must be assessed against the property and entities benefited.
2. Some drainage system accounts for systems administered by the Nicollet County Board of Commissioners, the Board, carry negative balances and others will benefit from establishment of a maintenance fund. The negative-balance system accounts have benefited from inter-fund loans from the general fund of the county. 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.
3. If there is not enough money in the drainage system account to pay drainage system costs, the Board must assess the costs on all property and entities that have been assessed benefits for the drainage system.
4. If assessments are to be paid in installments, the Board may set an interest rate not to exceed the rate determined by the state court administrator for judgments under section 549.09.
5. Minn. Stat. § 103E.735 allows the creation of a repair fund for each drainage system. The repair fund is intended to create a positive balance in a drainage system account to pay routine costs of inspection and minor maintenance and to eliminate the need for inter-fund loans to drainage system accounts.
6. To create a repair fund, the drainage authority may apportion and assess an amount against all property and entities assessed for benefits. The fund may not exceed 20 percent of the assessed benefits of the drainage system or \$100,000, whichever is greater.

7. The drainage authority's staff has investigated the current drainage system funds and made a recommendation for assessments, installment schedules, interest rates, and maintenance funds.

ORDER

Based on the foregoing Findings and the entire record of proceedings before the Nicollet County Board of Commissioners, the Board, acting as the drainage authority for all Nicollet County drainage systems, hereby adopts the following drainage system assessments, installment schedules, interest rates, and maintenance funds and direct certification thereof to the County Public Services office for collection:

Ditch	Amount to Levy	Ditch	Amount to Levy
CD 4A	\$40,377.68	CD 82	\$151,107.74
CD 8	\$90,519.88	CD 83	\$23,458.47
CD 11	\$28,307.71	CD 84	\$12,140.55
CD 35	\$80,720.04	CD 85	\$41,021.37
CD 39	\$36,955.87		
CD 47A	\$277,334.74		
CD 48A	\$61,992.18		
CD 65	\$20,358.26		
CD 71	\$115,373.18		
CD 75	\$293,872.85		
CD 78	\$609,569.65		
CD 78 L2 B4	\$69,432.46	TOTAL	\$1,952,542.62

All assessments not paid by December 31, 2023 will be charged 5% interest and the following installment schedule will apply to your property tax bill starting in 2024;

\$500 & under	1 year assessment
\$501 - \$1,000	2 year assessment
\$1,001 & over	3 year assessment

Dated: November 14, 2023

Jack Kolars
Chairperson of Drainage Authority

ATTEST:

Mandy Landkamer, County Administrator
Clerk to the County Board