

Board of Commissioners Agenda

September 26, 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. [September 12, 2023 Board Minutes](#)
 - b. [End of Probations](#)
 - c. Approval of Bills
 5. Public Appearances
- 9:05 a.m. 6. Property Services**
- a. [September 19, 2023 Planning and Zoning Advisory Commission Meeting](#)
 - [PLN23-11 – Ulland Brothers, Inc.](#)
 - [PLN23-12 – Ulland Brothers, Inc.](#)
 - [PLN23-13 – Matt and Shari Brostrom/GP 75, LLC](#)
 - [PLN23-14 – Matt and Shari Brostrom/Gulf Shore, LLC](#)
- 9:25 a.m. 7. Public Services**
- a. [Self-Service Kiosks Addendum for Deputy Registrars](#)
- 9:30 a.m. 8. Health and Human Resources**
- a. [Next Chapter Technology Portal Licensing and Support Agreement](#)
 - b. [Adult Mental Health Initiative: FMAP Purchase of Service Agreement](#)
- 9:40 a.m. 9. Administration**
- a. [Set Public Hearing Date for the Fee Schedule Amendment](#)
 - b. [SHIP Grant for Nicollet County Public Works - Klossner and Nicollet Shops](#)
 - c. [Resolution Adopting the 2024 Preliminary Property Tax Levy and Setting the Budget and Levy Public Comment Meeting](#)
- 10:00 a.m. 10. Chair's Report**
11. Commissioner Committee Reports, Meetings & Conferences
 12. Approve Per Diems and Expenses
 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

September 26, 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

10:05 a.m. Call Drainage Authority Meeting to Order: Chair

1. Approval of Agenda
2. Approval of Consent Agenda
 - a. [September 12, 2023 Drainage Authority Minutes](#)
3. Public Appearances

10:10 a.m. 4. Public Services

- a. [Set Hearing Date for CD30A Partial Abandonment](#)
- b. [CD77 Lateral 2 Public Hearing on the Final Acceptance of the Improvement Project and Levy Assessments](#)

10:45 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
September 22	8:15 am	BNCH Full Board Meeting	1900 Franklin St.	New Ulm, MN
September 26	9:00 am	County Board of Commissioners Meeting	Gov. Center – Board Room	St. Peter, MN
September 26	*following Board adjournment	Drainage Authority Meeting	Gov. Center – Board Room	St. Peter, MN
October 10	9:00 am	County Board of Commissioners Meeting	Gov. Center – Board Room	St. Peter, MN
October 10	*following Board adjournment	Drainage Authority Meeting	Gov. Center – Board Room	St. Peter, MN
October 17	8:15 am	Board Workshop (Road Tour)	Nicollet County Public Works	St. Peter, MN
October 18	9:00 – 10:30 am	SWCD Project Tour	St. Peter Area	St. Peter, MN
October 24	9:00 am	County Board of Commissioners Meeting	Gov. Center – Board Room	St. Peter, MN
October 24	*following Board adjournment	Drainage Authority Meeting	Gov. Center – Board Room	St. Peter, MN
October 25	8:00 am – 1:00 pm	AMC District 7 Meeting	NC Historical Society	St. Peter, MN

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SEPTEMBER 12, 2023
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, September 12, 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, and County Attorney Michelle Zehnder Fischer.

Approval of Agenda

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

Consent Agenda

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

1. August 22, 2023 Board Minutes
2. Joint Powers Agreement with MN River Valley Drug Task Force
3. Juvenile Work Crew Contract with Blue Earth County
4. Out of State Travel Request: County Attorney's Office
5. Out of State Travel Request: USA Clubhouse Conference
6. Out of State Travel Request: 38th Annual Local Roads Conference
7. End of Probations
8. Approval of Bills
9. Acknowledgment of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$102,945.49;
 - b. Road & Bridge Fund - \$16,045.63;
 - c. Human Services Fund - \$227,736.40;

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

Public Appearances:

There were no public appearances.

Property Services

August 21, 2023 Planning and Zoning Advisory Commission Meeting:
PLN23-07 – Peters Family LLLP

Deputy Zoning Administrator Crawford came before the Board to request consideration of the following conditional use permit request and findings of fact from the August 21, 2023 Planning & Zoning Advisory Commission:

Peters Farm LLLP	PLN23-07	Conditional Use Permit – Swine Feedlot
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The Planning Commission recommends approval with staff's recommended conditions.

Motion by Commissioner Dranttel and seconded by Commissioner Zins to accept the Planning & Zoning Advisory Commission's August 21, 2023 report, permit, recommendations,

and findings as submitted therein. Motion carried with all voting in favor on a roll call vote.

Administration

Consideration of the AIS Document B132-2019 with Vetter Johnson Architects, Inc.

Administrator Landkamer came before the Board to ask for consideration of the attached agreement between Nicollet County and Vetter Johnson Architects, Inc. for services related to the interior remodel of the Nicollet County Government Center (Property and Public Services Department) located at 501 S. Minnesota Avenue, St. Peter, MN 56082.

Motion by Commissioner Morrow and seconded by Commissioner Dranttel to approve AIA Document B132-2019 between Nicollet County and Vetter Johnson Architects, Inc. and authorization of the County Administrator to execute the agreement. Motion carried with all voting in favor on a roll call vote.

Dissolution of the Brown-Nicollet Community Health Board Joint Powers Agreement

Administrator Landkamer came before the Board to ask for consideration to withdraw from the Brown-Nicollet Community Health Board (BNCHB) Joint Powers Agreement with Brown County. The withdrawal is proposed to be effective on January 1, 2025.

Motion by Commissioner Morrow and seconded by Commissioner Dranttel to approve the resolution dissolving the Community Health Board Joint Powers Agreement and transition the Environmental Health Director as a full-time Nicollet County employee. Motion carried with all voting in favor on a roll call vote.

County Attorney

Victim/Witness Coordinator Grant Renewal

County Attorney Zehnder Fischer shared that the Attorney's Office applied for and received a \$70,000 one-year grant for purposes of continuing the Victim/Witness Coordinator position. The position serves crime victims and witnesses and engages in community outreach.

Motion by Commissioner Kolars and seconded by Commissioner Dranttel to approve and execute the Victim/Witness Coordinator grant agreement. Motion carried with all voting in favor.

County Attorney Update:

Attorney Zehnder Fischer shared that staff will be participating in an upcoming fraud presentation which will take place in Mankato. Staff also continue to work with the departments to address their needs. Attorney Zehnder Fischer will be traveling to Washington D.C. to participate on a panel presentation to support quality early childhood education.

Chair's Report

- County Board
- Traverse de Sioux Personnel Committee
- Budget Committee
- MAPO
- Area Transportation Planning meeting
- Personnel Committee

Commissioner Committee Reports:

Commissioner Terry Morrow

- County Board
- Budget Committee
- HRA

Commissioner Marie Dranttel

- County Board
- Budget Committee
- Ditch Committee
- 1W1P Meeting

Commissioner Mark Dehen

- County Board
- Budget Committee
- Farm Bureau Meeting

Commissioner Kurt Zins

- County Board
- Budget Committee
- Ditch Committee
- Farm Bureau Meeting
- MRCI Meeting

Approve Per Diems and Expenses

Motion by Commissioner Dehen 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 9:42 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:		
End of Probations		
Primary Originating Division/Dept.: Human Resources		Meeting Date: 09/26/2023
Contact: Kristy Larson	Title: HR Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter: Kristy Larson	Title: HR Director	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Health & Human Services Health & Human Services Director Cassie Sassenberg has requested the end of probation for Jency Medina, Interpreter/Administrative Support Technician, effective September 19, 2023, and Alexandra Zachman, Eligibility Worker, effective October 3, 2023.		
+		
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED:		
Grant end of probationary status		
FISCAL IMPACT: Other (Select One) If "Other", specify		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: September 19, 2023 Planning & Zoning Advisory Commission Meeting						
Primary Originating Division/Dept.: PPSPD- Property Services Contact: Spencer Crawford Title: Zoning Specialist Amount of Time Requested: 20 minutes Presenter: Spencer Crawford Title: Zoning Specialist	Meeting Date: 09/26/2023 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> <div style="float: right; border: 1px solid black; width: 20px; height: 20px; text-align: center; line-height: 20px;">▼</div>						
BACKGROUND/JUSTIFICATION: Consideration of the attached Conditional Use Permit requests and findings of fact for: PLN23-11, Ulland Brothers Inc, 3-year Mineral Extraction Conditional Use Permit renewal to mine, crush, and stockpile gravel, and operate a bituminous/concrete batch plant. PLN 23-12, Ulland Brothers Inc, 3-year Mineral Extraction Conditional Use Permit renewal to mine, crush, and stockpile gravel, and operate a bituminous/concrete batch plant. PLN23-13, Matt & Shari Brostrom/ GP-75 LLC, 3-year Mineral Extraction Conditional Use Permit renewal to mine, crush, and stockpile gravel, and to operate a hot mix plant on site. PLN23-14, Matt & Shari Brostrom/ Gulf Shore LLC, 3-year Mineral Extraction Conditional Use Permit to mine, crush, and stockpile gravel, and operate a hot mix plant. The Planning Commission recommended approval with the proposed staff conditions for all items. <div style="text-align: right;">+</div>						
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: Consideration of the attached Conditional Use Permit requests and Findings of Fact for approval or denial.						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: No fiscal impact <small>(Select One)</small> If "Other", specify: </td> <td style="width: 50%; vertical-align: top;"> <div style="border: 1px solid black; width: 20px; height: 20px; text-align: center; line-height: 20px;">▼</div> FUNDING County Dollars = State <small>(Select One)</small> Total: </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></td> </tr> </table>			FISCAL IMPACT: No fiscal impact <small>(Select One)</small> If "Other", specify:	<div style="border: 1px solid black; width: 20px; height: 20px; text-align: center; line-height: 20px;">▼</div> FUNDING County Dollars = State <small>(Select One)</small> Total:	FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:	
FISCAL IMPACT: No fiscal impact <small>(Select One)</small> If "Other", specify:	<div style="border: 1px solid black; width: 20px; height: 20px; text-align: center; line-height: 20px;">▼</div> FUNDING County Dollars = State <small>(Select One)</small> Total:					
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:						



PLANNING COMMISSION REGULAR MONTHLY MEETING MINUTES

SEPTEMBER 19, 2023	6:00 P.M.	NICOLLET COUNTY BOARD ROOM
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ROLL CALL	COMMISSIONERS PRESENT	COMMISSIONERS ABSENT EXCUSED	NICOLLET COUNTY STAFF PRESENT
	<input checked="" type="checkbox"/> Dave Ubel, <i>Chair</i> <input checked="" type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input checked="" type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input checked="" type="checkbox"/> Lloyd Hoffmann <input checked="" type="checkbox"/> Justin Laven <input checked="" type="checkbox"/> Randy Schwab	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input type="checkbox"/> Lloyd Hoffmann <input type="checkbox"/> Justin Laven <input type="checkbox"/> Randy Schwab	<input checked="" type="checkbox"/> Spencer Crawford, Deputy Zoning Administrator (DZA) <input checked="" type="checkbox"/> Roxann Klein, Assistant County Attorney (ACA) <input checked="" type="checkbox"/> Shana Jackson, County Assessor (Assessor) <input checked="" type="checkbox"/> Crystal Madden, Recording Secretary <input type="checkbox"/> Other Staff: <input type="checkbox"/> Other Staff:

REVIEW OF AGENDA	
AGENDA ADDITIONS / DELETIONS	None.

APPROVAL OF AUGUST 21, 2023 MINUTES	MOTION	2 ND
<input checked="" type="checkbox"/> APPROVE <input type="checkbox"/> APPROVE WITH REVISIONS	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input checked="" type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input type="checkbox"/> Lloyd Hoffmann <input type="checkbox"/> Justin Laven <input type="checkbox"/> Randy Schwab	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input type="checkbox"/> Lloyd Hoffmann <input checked="" type="checkbox"/> Justin Laven <input type="checkbox"/> Randy Schwab
VOTE TO APPROVE MINUTES	<input checked="" type="checkbox"/> PASS <input type="checkbox"/> FAIL	VOTE: 6 - 0

PUBLIC APPEARANCES
No one was present to make a public appearance.

PUBLIC HEARINGS – CONDITIONAL USE	
PLN23-11	APPLICANT/LANDOWNER: Ulland Brothers Incorporated
DESCRIPTION	Three-year review of a mineral extraction permit to mine, crush, and stockpile gravel, with and operate a bituminous/concrete plant
CONFLICT OF INTEREST	None.
SITE VISIT & PUBLIC CONTACT	Commission Chair Ubel visited the site. There was no contact with Commissioners from members of the public.
STAFF REPORT PRESENTED BY	DZA Crawford
APPLICANT TESTIMONY	Present to represent the application was Mitch Froehlich from Ulland Brothers Inc. 2501 East Main Street, Albert Lea, MN
PUBLIC TESTIMONY	No one was present to provide public testimony. Public comment was received from Rachel Cunningham, 70 Shady Oak Drive, Courtland in opposition of the hours of operation before 6 am, and was read into the record by DZA Crawford.
COMMISSIONER DISCUSSION	Further discussion between the Applicant, Commission, and Staff took place.
COMMISSION ACTION	MOTION <div style="float: right;">2ND</div>

RECOMMEND APPROVAL WITH CONDITIONS, as recommended	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input type="checkbox"/> Lloyd Hoffmann <input checked="" type="checkbox"/> Justin Laven <input type="checkbox"/> Randy Schwab	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input checked="" type="checkbox"/> Lloyd Hoffmann <input type="checkbox"/> Justin Laven <input type="checkbox"/> Randy Schwab
VOTE TO RECOMMEND APPROVAL	<input checked="" type="checkbox"/> PASS	<input type="checkbox"/> FAIL VOTE: 6 - 0

PLN23-12	APPLICANT/LANDOWNER: Ulland Brothers Incorporated	
DESCRIPTION	Three-year review of a mineral extraction permit to mine, crush, and stockpile gravel, and operate a bituminous/concrete batch plant	
CONFLICT OF INTEREST	None.	
SITE VISIT & PUBLIC CONTACT	Commission Chair Ubel visited the site. There was no contact with Commissioners from members of the public.	
STAFF REPORT PRESENTED BY	DZA Crawford	
APPLICANT TESTIMONY	Present to represent the application was Mitch Froehlich from Ulland Brothers Inc. 2501 East Main Street, Albert Lea, MN	
PUBLIC TESTIMONY	No one was present to provide public testimony. No other correspondence was received.	
COMMISSIONER DISCUSSION	Further discussion between the Applicant, Commission, and Staff took place.	
COMMISSION ACTION	MOTION	2ND
Choose an item.	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input type="checkbox"/> Lloyd Hoffmann <input type="checkbox"/> Justin Laven <input type="checkbox"/> Randy Schwab	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input type="checkbox"/> Lloyd Hoffmann <input type="checkbox"/> Justin Laven <input type="checkbox"/> Randy Schwab
VOTE TO CHOOSE AN ITEM.	<input type="checkbox"/> PASS	<input type="checkbox"/> FAIL VOTE: X - X

PLN23-13	APPLICANT/LANDOWNER: Matt & Shari Brostrom / GP-75 LLC	
DESCRIPTION	Three-year review of a mineral extraction permit to mine, crush, and stockpile gravel, and operate a to operate a hot mix plant	
CONFLICT OF INTEREST	Commissioner Dranttel abstained from this discussion due to conflict of interest.	
SITE VISIT & PUBLIC CONTACT	Commissioner Laven stated he visited the site "years ago". There was no contact with Commissioners from members of the public.	
STAFF REPORT PRESENTED BY	DZA Crawford	
APPLICANT TESTIMONY	Present to represent the application was Matt Brostrom, 805 W. Evenson Street, St. Peter, MN	
PUBLIC TESTIMONY	No one was present to provide public testimony. No other correspondence was received.	
COMMISSIONER DISCUSSION	Further discussion between the Applicant, Commission, and Staff took place.	
COMMISSION ACTION	MOTION	2ND
RECOMMEND APPROVAL WITH CONDITIONS, as recommended	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input checked="" type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input type="checkbox"/> Lloyd Hoffmann <input type="checkbox"/> Justin Laven <input type="checkbox"/> Randy Schwab	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input type="checkbox"/> Lloyd Hoffmann <input type="checkbox"/> Justin Laven <input checked="" type="checkbox"/> Randy Schwab
VOTE TO RECOMMEND APPROVAL	<input checked="" type="checkbox"/> PASS	<input type="checkbox"/> FAIL VOTE: 5 - 0

PLN23-14	APPLICANT/LANDOWNER: Matt & Shari Brostrom / Gulf Shore LLC	
DESCRIPTION	Three-year review of a mineral extraction permit to mine, crush, and stockpile gravel, and operate a to operate a hot mix plant	

CONFLICT OF INTEREST	Commissioner Dranttel abstained from this discussion due to conflict of interest.		
SITE VISIT & PUBLIC CONTACT	Commissioner Laven stated he visited the site “years ago”. There was no contact with Commissioners from members of the public.		
STAFF REPORT PRESENTED BY	DZA Crawford		
APPLICANT TESTIMONY	Present to represent the application was Matt Brostrom, 805 W. Evenson Street, St. Peter, MN		
PUBLIC TESTIMONY	No one was present to provide public testimony. No other correspondence was received.		
COMMISSIONER DISCUSSION	Further discussion between the Applicant, Commission, and Staff took place.		
COMMISSION ACTION	MOTION	2 ND	
RECOMMEND APPROVAL WITH CONDITIONS, as recommended	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input checked="" type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input type="checkbox"/> Lloyd Hoffmann <input type="checkbox"/> Justin Laven <input type="checkbox"/> Randy Schwab	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input type="checkbox"/> Lloyd Hoffmann <input type="checkbox"/> Justin Laven <input checked="" type="checkbox"/> Randy Schwab	
VOTE TO RECOMMEND APPROVAL	<input checked="" type="checkbox"/> PASS	<input type="checkbox"/> FAIL	VOTE: 5 - 0

ADDITIONAL ITEMS			
OLD BUSINESS	Chair Ubel requested an update on PLN21-32. DZA Crawford provided the Commission an update.		
OTHER BUSINESS	None.		
COMMUNICATIONS	None.		
MOTION TO ADJOURN MEETING	MOTION	2 ND	
8:00 PM	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input checked="" type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input type="checkbox"/> Lloyd Hoffmann <input type="checkbox"/> Justin Laven <input type="checkbox"/> Randy Schwab	<input type="checkbox"/> Dave Ubel, <i>Chair</i> <input type="checkbox"/> Jon Thoreson, <i>Vice Chair</i> <input type="checkbox"/> Marie Dranttel, <i>Commissioner</i> <input type="checkbox"/> Lloyd Hoffmann <input checked="" type="checkbox"/> Justin Laven <input type="checkbox"/> Randy Schwab	
VOTE TO ADJOURN MEETING	<input checked="" type="checkbox"/> CARRIED	<input type="checkbox"/> FAILED	VOTE: 6 - 0
SPENCER CRAWFORD, DEPUTY ZONING ADMINISTRATOR			DATE
JUSTIN LAVEN, CHAIR			DATE

PLANNING AND ZONING ADVISORY COMMISSION AGENDA

Date: Tuesday, September 19, 2023

Time: 6:00 p.m. (doors open at 5:45)

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

Copies of the meeting agenda and packet are available on the Nicollet County website at:
<https://mn-nicolletcounty.civicplus.com/AgendaCenter>

Questions or comments regarding the meeting can be directed to Spencer Crawford, Deputy Zoning Administrator, at 507-934-7071, or spencer.crawford@co.nicollet.mn.us

1. Call to Order
2. Roll Call
3. Review of Cancellations and Additions
4. Approval of Minutes: *August 21, 2023*
5. Public Appearances
6. **PUBLIC HEARING: PLN 23-11**
 - Applicant: Ulland Brothers Inc.
 - Landowner: Ulland Brothers Inc.
 - Request: 3-year Mineral Extraction CUP renewal in the Agricultural Preservation & Conservancy Zoning Districts
 - Location: Northwest ¼ of the Northwest ¼ & Southwest ¼ of the Northwest ¼, Section 09-109-29 in Courtland Township
 - Parcel Number: 04.309.0210
7. **PUBLIC HEARING: PLN 23-12**
 - Applicant: Ulland Brothers Inc.
 - Landowner: Ulland Brothers Inc.
 - Request: 3-year Mineral Extraction CUP renewal in the Agricultural Preservation, Conservancy & Shoreland Zoning Districts
 - Location: Southeast ¼ of the Southwest ¼, Section 10-109-29 & the Northeast ¼ of the Northwest ¼, Section 15-109-29 in Courtland Township
 - Parcel Number: 04.310.0705 & 04.315.0205
8. **PUBLIC HEARING: PLN 23-13**
 - Applicant: Matt & Shari Brostrom
 - Landowner: GP-75 LLC

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Request: 3-year Mineral Extraction CUP renewal in the Conservancy Zoning District
Location: Northeast ¼ of the Southeast ¼ & the Southeast ¼ of the Southeast ¼, Section
32-111-26 in Lake Prairie Township

Parcel Number: 07.132.1505

9. **PUBLIC HEARING: PLN 23-14**

Applicant: Matt & Shari Brostrom

Landowner: Gulf Shore LLC

Request: 3-year Mineral Extraction CUP renewal in the Conservancy Zoning District
Location: G.L. 6 & the Northeast ¼ of the Northeast ¼, Section 05-110-26 in Traverse
Township

Parcel Number: 12.104.0100 & 12.105.0400

10. Review Permits
11. Old Business
12. Other Business
13. Communications
14. Adjourn



CONDITIONAL USE PERMIT

MINERAL EXTRACTION PERMIT RENEWAL

Ulland Brothers Inc.

PLN23-11

**NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION**

SUBJECT:	Three year review of a mineral extraction conditional use permit; PLN23-11
APPLICANT:	Ulland Brothers Inc.
LANDOWNER:	Ulland Brothers Inc.
LOCATION:	Northwest ¼ of the Northwest ¼ & the Southwest ¼ of the Northwest ¼, Section 09-109-29 in Courtland Township
PARCEL NO:	04.309.0210
EXISTING ZONING:	Agricultural Preservation & Conservancy Zoning Districts
HEARING DATE:	09/19/2023
COUNTY BOARD DATE:	09/26/2023

REQUEST

The Applicant is requesting a three (3) year review of their mineral extraction permit to mine, crush, and stockpile gravel, and operate a bituminous/concrete batch plant on site.

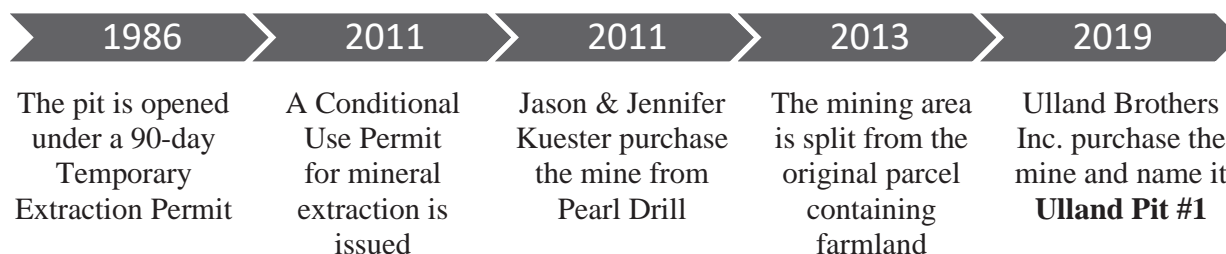
ORDINANCE

Mineral extraction operations are required to renew their conditional use permit every three (3) years per Nicollet County Zoning Ordinance 724.2 (3).

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

PROJECT DESCRIPTION

Timeline:



Operations:

The Applicant states they have removed 70,458 tons of material from the sixteen (16) acre aggregate mine over the past three (3) years, and they currently operate a concrete batch plant on site for the Highway 14 project. Concrete rubble is stored in piles for reclamation by mixing it with mined material at the plant. The stored concrete is for mixing purposes only, and will not be buried on site. Equipment used is typical for a gravel pit, including front end loaders, excavators, and trucks.

The pit contains an estimated 600,000 yards, to be extracted in the future, of fine to course gravel extending 25 feet below the current elevation of 890 feet. The property has been mostly mined up to the required setback in all directions, with future operations taking place in a small untouched area in the north and downwards. The rate of extraction is dependent on demand, and varies from year to year.

Access:

The site has direct access to County Road 25 via a gated path leading down to the pit. The entrance is paved to help remove mud and gravel from the tires of departing trucks.

Appearance:

The facility is not visible from the Minnesota River and is shielded from the road and neighboring properties by berms.

Blasting:

No blasting occurs on the site.

Bond Requirements:

The Applicant has submitted an updated bond in the amount of \$45,000 to cover the actively mined, and the not yet reclaimed acres. The bond amount is \$2,500 per acre due to the pit pre-existing the 2014 Mineral Extraction Zoning Ordinance amendment requiring \$5,000 per acre.

Hours of Operation:

The pit operates from 7 a.m. to 7 p.m., with a 30 minute warm up period starting at 6:30 a.m. in which the equipment is idling but not in use. Nicollet County Zoning Ordinance 724.5 (9) limits the hours of operation for mineral extraction from 7 a.m. to 7 p.m.

Stormwater:

Stormwater on the site drains into a sedimentation pond on the southern part of the property, which naturally filters water into the ground. The Applicant has submitted a Stormwater Pollution Prevention Plan (SWPPP).

Dust, Noise, & Odor Control:

When needed, misters are used in the crushing process and water is spread on the access road to control dust. Noise and odor are not expected to be outside of the typical range for a gravel pit and concrete batch plant.

Reclamation Plan:

The Applicant has submitted a restoration plan showing a pond in the middle of the property gradually rising up with 3:1 slopes to the property line. Slopes will be seeded with MNDOT mix 35-541. A description of the mix was submitted by the Applicant.

Waste Disposal:

No hazardous materials are stored on site. When delivered, fuel and oil are put directly into the equipment.

SURROUNDING LAND USE

The surrounding land use is mixed, with the City of Courtland to the west; farmland to the north and south; and other mineral extraction pits to the east.

MINNESOTA POLLUTION CONTROL AGENCY STANDARDS

The Applicant has submitted a National Pollutant Discharge Elimination System (NPDES) Permit from the Minnesota Pollution Control Agency that expires on May 31, 2027.

NEIGHBOR NOTIFICATION

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

CONDITIONAL USE PERMIT CRITERIA

1. **Given the nature of the land, the requested use is compatible with the general welfare, public health and safety.**
 - Mineral extraction is a conditionally permitted use in the Agricultural Preservation & Conservancy Zoning Districts.
 - The use is similar to other mineral extraction operations within the County.

- The Applicant has a valid NPDES Permit and is not using explosives nor storing hazardous waste.
- 2. The requested use will not create an unreasonably excessive burden on the existing roads or utilities.**
- The size and function of the facility is not unreasonable for the location.
 - It appears the burden on public infrastructure will be minimal.
- 3. The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.**
- The mineral extraction operation is surrounded by a berm, which shields it from surrounding land uses.
 - No unreasonable noise, odor, or glare is expected. The Applicant has a method of controlling dust and preventing debris from entering the road.
 - The Applicant has a procedure in place to handle and resolve complaints.
 - An end use plan is on file, and the Applicant will be required to restore the property when extraction operations cease.
- 4. The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.**
- The operation appears to be typical for mineral extraction within the County.
 - The proposal meets the required setbacks for the Agricultural Preservation and Conservancy Zoning Districts.
 - The use adheres to the applicable standards of Sections 724.5(3) and 724.5(16) of the Zoning Ordinance for the appearance and screening of mineral extraction facilities.
- 5. The requested use is consistent with the Nicollet County Land Use Ordinances.**
- The request meets the applicable standards and requirements found in Sections 505, 602, 603, and 724 of the Zoning Ordinance for mineral extraction conditional use permits.
- 6. The requested use is not in conflict with the Nicollet County Comprehensive Plan.**
- The Comprehensive Plan states that the aggregate industry provides vital jobs for residents and revenue for local businesses.

- The Comprehensive Plan states that Nicollet County will continue to work with aggregate businesses, such as this one, to ensure that these operations can continue in a sustainable and environmentally friendly manner.
- 7. The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.**
- The use adheres to the standards of Sections 724.5(7), 724.5(9), and 724.5(13-14) of the Zoning Ordinance for dust control and air quality; hours of operation; noise and vibrations; and road dust and debris.
 - Roads are treated to control dust as needed.
 - No blasting takes place on site.
- 8. The requested use is reasonably related to the existing land use and environment.**
- Mineral extraction is a conditionally permitted use in the Agricultural Preservation & Conservancy Zoning Districts.
 - Gravel has been extracted from this site since 1986, and there are usable deposits to be mined in the future.
 - The mineral extraction operation is similar to the surrounding gravel pits.
- 9. There are no apparent unreasonable health risks posed to neighbors or the public in general.**
- The Applicant has a valid NPDES Permit.
 - The Applicant is not using explosives nor storing hazardous waste.
 - Any changes to the operation will require an amended conditional use permit.
- 10. The requested use will/will not have an adverse effect upon public health, safety and welfare due to the following other factors:**
- The request, as proposed, appears to meet County standards with no apparent adverse effects to public health, safety, and welfare.

RECOMMENDATIONS

1. The Applicant shall undertake the project according to the plans and specifications submitted to the County with the application.
2. The conditional use permit will be periodically reviewed by the County to assure compliance with the permit and permit conditions.
3. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions, and all other applicable statutes, rules, and ordinances.
4. The conditional use permit to mine, crush, and stockpile gravel and operate a bituminous/concrete batch plant on site will be reviewed in September 2026.
5. The bond shall be amended as needed to cover the amount of actively mined acres and not yet reclaimed acres. The bond must be kept in force during the time of operation.
6. A continuation certificate of the bond shall be sent to the Property Services Division with no lapse in time during the course of this permit.
7. The contractor shall take the appropriate action to minimize the dust on the road from hauling.

Applicant/Landowner: Ulland Brothers Inc.

PLN23-11

ATTACHMENT A	Application
ATTACHMENT B	Location Map
ATTACHMENT C	Aerial Map
ATTACHMENT D	Submitted by Applicant
ATTACHMENT E	Site Photographs
ATTACHMENT F	Neighbor Notification List
ATTACHMENT G	Criteria for Conditional Use Permit



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

PLANNING & ZONING ADVISORY COMMISSION APPLICATION

TOTAL FEES: \$496.00

Map#: 16-09-100-004
Parcel#: 04.309.0210
Permit#: PLN23-11
Date: 8/23/2023

Applicant: Ulland Borthers Inc
Telephone: 507 373 1960
Owner: Ulland Borthers Inc
Property Address: 04.309.0210
Abbreviated Legal Description: SWNW & NWNW 9-109-29 Part
Township: Courtland Township
Zoning District(s): AGRICULTURAL
CONSERVANCY

Record Type: Conditional Use Permit
Subtype: New
Category: Other
Description: Mineral Extraction CUP Renewal
G.C. Licence#: n/a
Job Cost: n/a

PERMIT EXPIRATION DATE: 8/23/2024



APPLICANT SIGNATURE

8/23/2023

DATE



PROPERTY SERVICES

08/23/23

DATE

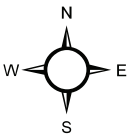
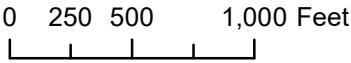
ATTACHMENT A
Application



ATTACHMENT B
Aerial Map



ATTACHMENT C
Location Map



Disclaimer: The information herein is intended to be a true representation of available records. However, there is no guarantee to the user as to the accuracy, suitability, or reliability of this data for any purpose. Nicollet County assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data. The user accepts the data "as is", and assumes all risks associated with its use. By acceptance of this data, the user agrees not to transmit this data or provide access to it or any part of it to another party.



MINERAL EXTRACTION CHECKLIST

The following information is required to be provided for a conditional use permit application. Additional information may be required, as determined necessary by the Zoning Administrator and per Section 724 of the Zoning Ordinance.

NUMBER OF ACRES AS FOLLOWS:

18.37 Acres being mined or used for mining purposes (stockpiles, equipment storage, haul roads, etc).
0 Acres permitted and remaining to be mined in future phases.
0 Acres where land reclamation has occurred.
0 Acres not permitted to be mined (non-mining related acres).
18.37 Total acreage of property.

TONNAGE OF MATERIAL REMOVED:

70,458.00 Tons of material removed from site over the past three (3) years, or since last permit renewal date.

Include a copy of the renewed **BOND** or **LETTER OF CREDIT** for the site. Continuation letters must to be sent to the Property Services Office on years when the permit is not scheduled for renewal.

PLEASE PRINT:

Property Owner: Ulland Brothers Inc.
 Owner's Address: 1634 Highway 210, Carlton, MN 55718
 Contractor working the site: Ulland Brothers Inc.
 Contractor's address: 2501 East Main, Albert Lea, MN 56007
 Contractor's phone number: 507-373-1960
 Date: 8/22/2023
 Applicant (Landowner or Contractor) Signature: Mitch Froehlich
Mitch Froehlich (Aug 31, 2023 10:05 CDT)
 Parcel No. 04.309.0210 Map No. _____ Revised 11-29-18 JH

ATTACHMENT D
Submitted by Applicant

Mission Statement
Providing efficient services
with innovation and accountability.

Leadership. Efficiency.
Accountability. Innovation.
Integrity.

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

Mineral Extraction

Final Audit Report

2023-08-31

Created:	2023-08-31
By:	Spencer Crawford (Spencer.Crawford@co.nicollet.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9XIPUHgxQyDgb_Lti4uhq4MhJNYZD8vW

"Mineral Extraction" History

-  Document created by Spencer Crawford (Spencer.Crawford@co.nicollet.mn.us)
2023-08-31 - 6:15:50 PM GMT
-  Document emailed to Mitch Froehlich (mfroehlich@ulland.com) for signature
2023-08-31 - 6:16:21 PM GMT
-  Email viewed by Mitch Froehlich (mfroehlich@ulland.com)
2023-08-31 - 7:08:57 PM GMT
-  Document e-signed by Mitch Froehlich (mfroehlich@ulland.com)
Signature Date: 2023-08-31 - 7:09:16 PM GMT - Time Source: server
-  Agreement completed.
2023-08-31 - 7:09:16 PM GMT

Ulland Brothers Pit 1 Narrative.

4.1 Ulland Brothers believes the aggregate in pit 1 extends at least 25' below the current pit floor elevation of 890 feet with a usable quantity of approx. 600,000 yards. This material ranges from coarse to fine and can be used for various MNDot graded materials.

4.2 If Ulland needs to use water for dust control on the crushers we will use water out of the stormwater pond onsite and reincorporate the slurry that is produced back into the gravel product being produced. The water usage for this process is minimal (15GPM or less).

4.3 Site erosion and sediment control plan- Storm water and the minimal processing water will not leave the site. Instead water is directed to a sediment pond where the water will infiltrate into the ground. If the sediment pond should need to be cleaned out the sediment would be reincorporated with the crushing process. Other BMPs include stabilized perimeter berms and a paved driveway to help with track out.

4.4 Restorative vegetation will be consistent with the type, density and species in the reclamation plan. Most likely this area will become a wetland/ wildlife area.

4.5 Vehicles and equipment onsite will be crushing/screening plants, hot mix plants, concrete batch plants, front end loaders, excavators and personal vehicles.

4.6 Average daily traffic will depend on local workload and demand. Currently average vehicle traffic is about 10/week in the construction season.

4.7 Trucks will be loaded with a front end loader that has a built in scale as to not overload the truck and keep a track of quantities out of the pit.

4.8 Pit 1 has a long paved entrance which provides opportunity for the trucks to leave mud and debris in the pit. Ulland would also sweep the paved pit road and the area near the driveway on CSAH 25 if the need arises.

4.9 Mitigation for Noise and Dust- Ulland Pit 1 sits at a lower elevation than the surrounding area. Berms and trees provide screening barriers. If necessary a mister system may be used on the crushing process.

4.10 Only water will be used for dust control in processing operations.

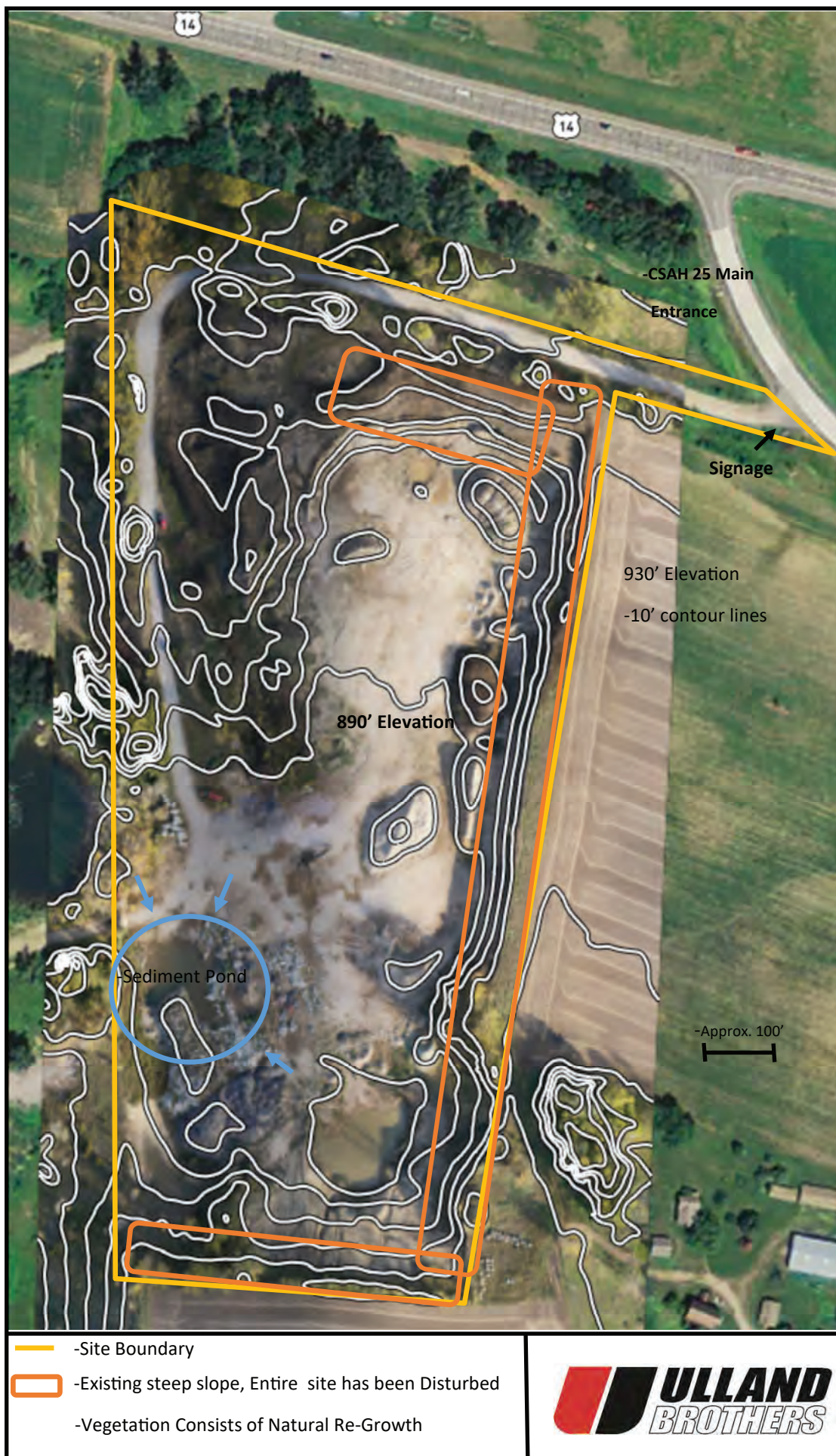
4.11 No hazardous materials will be stored onsite. Fuel and oils will be delivered to the site and directly put into the machine that will be consuming the product.

4.12 Part of Ulland's sustainability program is the use of recycled material in aggregate processing. These materials include concrete rubble and bituminous millings. Materials of this nature will be collected and managed onsite until the quantity allows processing to become economically feasible.

4.13 Ulland Brothers prefers to receive complaints directly and makes every effort to mitigate the nuisance as soon as possible. In the event Nicollet County received a complaint and forwarded it to Ulland Brothers representative it would be handled in safe and timely manner.

4.14 Ulland is proposing operations be between 7am and 7pm with a warm up period of 6:30 am to 7:00 am where mobile equipment may be idling but not moving.

4.15 See attached NDPES Permit.





- Property Boundary
- Next Phase. Mined to approx. 890' elevation
- Stripping and Topsoil Pile








- -Property Boundary
- Next Phase. Mined to approx. 890' elevation
- Most of the site has been mined to 890' elev.
Aggregate exists approx. 25' Deeper.

Site will remain active and not be reclaimed in Phases.





-  -Property Boundary
-  -Finished Slopes 3:1. Stabilized with 35-541 (See Attached)
-  -Conceptual Pond Location

Entire site will be reclaimed when source is exhausted.



Slopes and banks will be seeded with the recommended MNDOT seed mixture 35-541 or equal. This seed mix will be planted at least the minimum recommended rate of 12Lbs/ acre with 70% coverage density.

35-541

Mesic Prairie Southwest

Common Name	Scientific Name	Rate (lb/ac)	Rate (kg/ha)	% of Mix (by weight)	Seeds/ sq ft
little bluestem	<i>Schizachyrium scoparium</i>	1.50	1.68	12.50%	8.27
Indian grass	<i>Sorghastrum nutans</i>	1.50	1.68	12.54%	6.63
big bluestem	<i>Andropogon gerardii</i>	0.90	1.01	7.49%	3.30
side-oats grama	<i>Bouteloua curtipendula</i>	0.90	1.01	7.49%	1.98
nodding wild rye	<i>Elymus canadensis</i>	0.90	1.01	7.46%	1.71
slender wheatgrass	<i>Elymus trachycaulus</i>	0.90	1.01	7.46%	2.27
western wheatgrass	<i>Pascopyrum smithii</i>	0.50	0.56	4.15%	1.30
green needle grass	<i>Nassella viridula</i>	0.44	0.49	3.67%	1.70
switchgrass	<i>Panicum virgatum</i>	0.16	0.18	1.30%	0.80
	Grasses Subtotal	7.70	8.63	64.06%	27.96
golden alexanders	<i>Zizia aurea</i>	0.25	0.28	2.06%	1.00
partridge pea	<i>Chamaecrista fasciculata</i>	0.10	0.11	0.84%	0.10
narrow-leaved purple coneflower	<i>Echinacea angustifolia</i>	0.08	0.09	0.65%	0.20
purple prairie clover	<i>Dalea purpurea</i>	0.07	0.08	0.61%	0.40
gray-headed coneflower	<i>Ratibida pinnata</i>	0.07	0.08	0.61%	0.80
blue vervain	<i>Verbena hastata</i>	0.07	0.08	0.61%	2.50
Canada milk vetch	<i>Astragalus canadensis</i>	0.06	0.07	0.53%	0.40
Early Sunflower	<i>Helianthus helianthoides</i>	0.06	0.07	0.50%	0.14
black-eyed susan	<i>Rudbeckia hirta</i>	0.06	0.07	0.49%	2.00
Canada tick trefoil	<i>Desmodium canadense</i>	0.05	0.06	0.45%	0.11
hoary vervain	<i>Verbena stricta</i>	0.05	0.06	0.41%	0.50
wild bergamot	<i>Monarda fistulosa</i>	0.04	0.04	0.29%	0.90
white prairie clover	<i>Dalea candida</i>	0.03	0.03	0.24%	0.20
rough blazing star	<i>Liatris aspera</i>	0.03	0.03	0.28%	0.20
stiff goldenrod	<i>Oligoneuron rigidum</i>	0.03	0.03	0.28%	0.50
smooth aster	<i>Symphotrichum laeve</i>	0.03	0.03	0.25%	0.60
great blazing star	<i>Liatris pycnostachya</i>	0.02	0.02	0.21%	0.10
	Forbs Subtotal	1.10	1.23	9.31%	10.65
Oats	<i>Avena sativa</i>	3.20	3.59	26.63%	1.42
	Cover Crop Subtotal	3.20	3.59	26.63%	1.42
	Total	12.00	13.45	100.00%	40.03
Purpose:	Regional mesic prairie reconstruction for wetland mitigation, ecological restoration, or conservation program plantings.				
Planting Area:	North-Central Glaciated Plains Section. Mn/DOT Districts 3A(southwest) 3B, 4(south), 7 & 8.				

EXTENSION CERTIFICATE**EXTENSION CERTIFICATE TO BE FILED WITH OBLIGEE**

To be attached to and form a part of Bond Number **82522909** executed by **FEDERAL INSURANCE COMPANY** as Surety.

Principal: ULLAND BROTHERS, INC.

Obligee: Nicollet County

Description: Compliance Bond Only - Where the bond runs to a state or municipality only, and guarantees that the principal will comply with the state statute, regulation or municipal ordinance governing the business or activity being conducted

In the sum of: \$45,000.00

Bond dated: 04-19-2019

Said Principal and said Surety hereby agree that the term of said bond is extended from the **04/19/2023** to the **04/19/2024**, subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the sum of **\$45,000.00**.

In witness whereof, the said Principal and said Surety have signed this certificate this **01/01/2023**.

ULLAND BROTHERS, INC.

By 

FEDERAL INSURANCE COMPANY

By 

Dawn M. Chloros

Producer: I00017

NORTH RISK PARTNERS LLC



National Pollutant Discharge Elimination System/State Disposal System

MNG490069

Permittee: Ulland Brothers Inc
Facility name: Ulland Brothers Inc
City or Township: Cloquet, **County:** Carlton
Issuance date: November 18, 2022
Expiration date: May 31, 2027
Modification date: July 14, 2023

The State of Minnesota, on behalf of its citizens through the Minnesota Pollution Control Agency (MPCA), authorizes the Permittee to operate a disposal system at the facility named above and in accordance with the requirements of this permit.

The goal of this permit is to reduce pollutant levels in point source discharges and protect water quality in accordance with the U.S. Clean Water Act, Minnesota statutes and rules, and federal laws and regulations.

This permit is effective on the issuance date identified above. This permit expires at midnight on the expiration date identified above.

Signature: *Elise M. Doucette*

This document has been electronically signed.

for the Minnesota Pollution Control Agency

Elise M. Doucette
Supervisor
Industrial Division

Submit eDMRs

Submit via the MPCA e-Services at

https://rsp.pca.state.mn.us/TEMPO_RSP/Orchestrate.do?initiate=true

Submit WQ reports to:

Electronically: wq.submittals.mPCA@state.mn.us

Include *Water quality submittals form*:

<https://www.pca.state.mn.us/sites/default/files/wq-wwprm7-71.docx>

Questions on this permit?

- For eDMR and other permit reporting issues, use the directory listed at the bottom of the DMR page:
<https://www.pca.state.mn.us/business-with-us/discharge-monitoring-reports>
- For specific permit requirements, contact your compliance staff: <https://www.pca.state.mn.us/business-with-us/wastewater-compliance-and-enforcement-staff>
- Wastewater Permit Program general questions, contact: MPCA, 651-282-6143 or 800-657-3938

Ulland Courtland SWPPP

Permit #: MNG490069

Facility Contacts: Ulland Brothers Inc.

Mitch Froehlich
2501 East Main Street
Albert Lea, MN 56007

Standard Industrial Classification No. and Description: Industrial Group Sector 144,
1442 Construction Sand and Gravel

Applicable Narrative Activities: Pit #1 – This project consists of the construction of an approximately 16 acre aggregate mine. This will include a two phase approach, moving from the south to the north. The access will be from the north east of the site. Once completed, the mine will be restored by topsoil redressing the slopes to a 3:1 ratio with a pond feature in the south portion.

Pit #3 – This project consists of the construction of an approximately 38 acre aggregate mine. This will include a three phase approach, moving from the north to the south and west. The access to the two north phases will be from the north west of the site. Once completed, the mine will be restored by topsoil redressing the slopes to a 3:1 ratio. A 200 foot buffer will be maintained from the base of the nearby stream to ensure no disturbance or groundwater issues arise.

Location Access Description: Pit #1 – The site is located adjacent to the east of Courtland, MN directly south of US Highway 14. The site access will be south off of County Road 25 and east of T-163. A vicinity map is included in the Storm Water Pollution Prevention Plan.

Pit #3 – The site is located approximately 1.5 miles east of Courtland, MN and 0.5 miles south of US Highway 14. The site access will be south off of County Road 25 and east of T-163. A vicinity map is included in the Storm Water Pollution Prevention Plan.

County or Counties: Nicollet, Minnesota 56074

Nicollet County

Latitude/Longitude: Pit #1 – 44.2638° N, -94.3306° W

Pit #3 – 44.2537° N, -94.3041° W

Number of acres of the entire property: Pit #1 – The entire property consists of 20 acres of which 16 acres are used for industrial activity.

Pit #3 – The entire property consists of 80 acres of which 38 acres are used for industrial activity.

Storm Water Discharges Associated With Industrial Activity

There will be no stormwater discharge associated with industrial activity. Stormwater that is discharged will be treated with a series of BMP's

The owner is aware that under the Storm Water Pollution Prevention Plan (SWPPP) they are entirely responsible for meeting SWPPP requirements within the boundaries of the sites where they perform industrial activities.

Surface Water(s) Receiving Discharge

No protected or impaired waters that require additional construction requirements. The two water bodies within a 1 mile radius include the Minnesota River east of the Little Cottonwood River mouth, and Morgan Creek. Morgan creek is an unprotected water and the Minnesota River is an Impaired Stream that requires no additional construction requirements according to the Minnesota Pollution Control Agency.

There is a drainage way that passes through the middle of the Pit #3 property. This waterway will have a 200 foot buffer on either side of the stream bank. This will keep any disturbance and sediment out of the waterway.

Nature of the Industrial Activity

The industrial activities of this site will produce construction sand and gravel. A typical sequence of events for such a project begins with clearing the site of any existing structures or unnecessary vegetation. This mining project will include a phased approach. During mining, a temporary depression is excavated for temporary storage and treatment of storm water runoff. Construction of this is usually finished upon stabilization of the final reclamation plan for the entire site.

Groundwater & Dewater

Dewatering will not occur at the site therefore a Minnesota Department of Natural Resources (MN DNR) water appropriations permit is not required. Any material removed from below the water table would be completed utilizing dredging methods.

Blasting and Explosives

No blasting or explosives will be used.

Bond

The applicant will submit the required bond at the approximate time in compliance with the County Codes. The applicant shall also furnish proof to the County yearly that the bond has been renewed upon request.

Elements of the SWPPP

The SWPPP has been prepared to address storm water runoff from industrial activities, to identify and address potential sources of pollution that are reasonably expected to affect the quality of the industrial site. The SWPPP has been developed based on a strategy of reducing pollution at the source, as opposed to treatment before discharge.

The SWPPP will be revised or updated as appropriate whenever any of the following occurs: a change of significant effect on the discharge of pollutants that has not been previously addressed in the SWPPP; site conditions change based on updated plans and specifications; new operators conduct industrial activities under the SWPPP; new areas of responsibility are added; changes are made to the type of best management practices used; or results of inspections or investigations indicate the SWPPP is proving ineffective in eliminating or significantly minimizing pollutants.

The SWPPP has been developed to be compliant with applicable local sediment and erosion control plans. The SWPPP may be retained at an on-site location or as noted on the site notice. Hard copies of the SWPPP will be made readily available upon the request of public officials.

Discharges that occur after the site has undergone final stabilization or following the submission of a notice of termination for the industrial activity are outside of the scope of this SWPPP.

Data used to describe the soil will be obtained from the United States Department of Agriculture's web soil survey and will be included in the SWPPP. A map showing the general location of the site will be included in the SWPPP. A copy of the permit will be included in the SWPPP. A series of site maps will collectively indicate the following:

- drainage patterns and approximate slopes anticipated after major grading activities by either topographic lines or by drawn arrows indicating the general direction of flow;
- areas where soil disturbance will occur by either notations or drawn lines;
- locations of support activities located within one (1) mile of the boundary of the site such as equipment staging areas, material storage areas, material borrow areas, and excavated material disposal areas by either graphical icons or drawn lines;
- locations of all in-place structural controls by either graphical icons, drawn lines, or notations;
- locations of any in-place permanent storm water control measures by either graphical icons or notations;
- surface waters including wetlands either at, adjacent, or in close proximity to the site by either drawn lines or notations;
- locations where existing vegetation or stabilization practices are used by either drawn lines or notations;

If future projects within the site are proposed at a later date, the SWPPP will be revised by including the site map of the new project. Site maps will be provided for each area of soil disturbance permitted within the scope of the SWPPP.

Potential Pollutants and Sources

The following potential pollutants can be reasonably expected at industrial sites: industrial debris, litter, chemical wastes, industrial materials, sediment, dust, waste materials, petroleum products, sand, concrete truck wash out water, erosive flow velocity, crushed rock, discarded equipment, acid, sanitary wastes, and other similar pollutants.

Potential pollutants can be reasonably associated with the following typical point sources: fuel tanks, industrial equipment, parked vehicles, waste containers, vehicle traffic, pumps, drainage swales, channels, exposed soil, industrial facility entrances, stored industrial materials, site personnel, concrete trucks, sanitary facilities, and other similar point sources.

Best Management Practices

Best Management Practices (BMPs) have been designed in order to minimize potential sediment and erosion. Erosion and sediment controls have been designed to retain sediment on-site to the maximum extent practicable.

It is the SWPPP Operator's responsibility to ensure that control measures are properly selected, installed, and maintained according to the designer's specifications. Controls will be developed to minimize the off-site transport of litter, industrial debris, and industrial materials. If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule will be described in the inspection report and wherever possible those changes implemented before the next storm event. If implementation before the next anticipated storm event is impracticable, these changes will be implemented as soon as practicable.

Sediment Control Practices

Sediment control practices will be used to remove eroded soils from storm water runoff. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls will be utilized for all down slope boundaries of the industrial area, and for those side slope boundaries deemed appropriate. These perimeter controls will be installed as necessary and will be utilized until a common drainage location is established. At that time, a sedimentation basin will be utilized where feasible. If a sedimentation basin is not feasible, then equivalent control measures will be utilized until final stabilization of the site and the reasons why the basin was infeasible will be noted. The following sediment control BMPs can be reasonably expected at industrial sites: silt fences, sand/rock bags, berms, sedimentation basins, rock dams, inlet protection barriers, surge dams, use of existing vegetation, and other similar measures. Any additional or unique sediment control BMPs will be addressed on the project's site map.

Pollution Prevention Practices

Pollution prevention practices will be designed to minimize pollutants from industrial and waste materials which will be stored on-site. Controls will be used to minimize, to the maximum extent practicable, the off-site vehicle tracking of sediments and the generation of dust.

The following pollution prevention BMPs can be reasonably expected at industrial sites: water truck spraying, orderly material storage, orderly equipment storage, proper waste disposal practices, orderly

parking areas, street cleaning, spill prevention practices, use of petroleum sorbents, orderly concrete truck washout areas, use of stabilized construction accesses, use of trash containers, use of portable sanitation facilities, self-contained fuel cells, orderly petroleum product storage, use of dewatering bags, use of temporary velocity dissipation devices, use of flow diversion mechanisms, and other similar measures. Any additional or unique pollution prevention BMPs will be addressed on the project's site map.

Erosion Control and Stabilization Practices

Erosion control and stabilization measures will be initiated as soon as practicable in portions of the site where industrial activities have temporarily ceased. Stabilization measures that provide a protective cover will be initiated as soon as practicable in portions of the site where activities have permanently ceased. These measures will be initiated no more than fourteen (14) days after the industrial activity in that portion of the site that has temporarily or permanently ceased, unless the activity is scheduled to resume within seven (7) days. If soil conditions prohibit the initiation of stabilization measures or vegetative practices, erosion control and stabilization measures will be initiated as soon as practicable.

Where temporary stabilization controls are infeasible, temporary sediment controls will be used along the perimeter of the site to the maximum extent practicable and the reasons why the activity was infeasible will be noted in the inspection report.

The following erosion control and stabilization BMPs can be reasonably expected at industrial sites: establishment of temporary or permanent vegetation, mulching, use of geotextiles, sod stabilization, use of vegetative buffer strips, protection of existing trees and vegetation, slope texturing, and other similar measures. Any additional or unique erosion control and stabilization BMPs will be addressed on the project's site map.

Inspection Procedures

Personnel will inspect disturbed areas of the industrial site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, discharge locations, and structural controls for evidence of, or the potential for, pollutants entering the drainage system. A site inspection report and annual inspection report will be included in the SWPPP. Sediment and erosion control measures identified in the SWPPP will be inspected to ensure that they are operating correctly. Locations where vehicles enter or exit the site will be inspected for evidence of off-site sediment tracking. The inspections will occur in conformance with standards set by the NPDES permit.

In the event of flooding or other uncontrollable situations which prohibit access to the inspection sites, inspections will be conducted as soon as access is practicable. The dates when major grading activities occur, the dates when industrial activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated will be maintained in the inspection report or noted on the site map. The inspection report will summarize the scope of the inspection, the dates of the inspection, major observations relating to the implementation of the SWPPP, actions taken as a result of inspections, and any incidents of non-compliance. If the inspection report does not identify any incidents of non-compliance, the report will be certified by the inspector that the site is in compliance with the SWPPP.

Maintenance Procedures

All protective measures will be maintained in effective operating condition. If it is determined that BMPs are not operating effectively, then maintenance will be performed as necessary to maintain the continued effectiveness of storm water controls, and prior to the next storm event if feasible. If maintenance prior to the next anticipated storm event is impracticable, the reason will be documented in the inspection report and maintenance will be scheduled and accomplished as soon as practicable. The operator will replace or correct erosion and sediment controls that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective immediately upon discovery. If a control has been used incorrectly, is performing inadequately, or is damaged, then the control will be replaced or modified within 24 hours of inspection report. Sediment will be removed from the silt fences (or similar devices) before it reaches 50% of the above-ground height. If sediment escapes the site, accumulations will be removed at a frequency that minimizes off-site impacts, and prior to the next rain event, if feasible.

Spill Response Procedures

Spills of toxic or hazardous substances exceeding reportable quantities (70 gallons or more) need to be reported to the Duty Office of the Minnesota Department of Public Safety at (800) 422-0798. The reportable quantity for oil is five gallons or more on soil or any quantity released to surface waters. The primary and secondary facility contacts will be responsible for notifying appropriate authorities of spill incidents.

Dust and Noise Control Plan

All access roads to the site will continue to be maintained.

Operating procedures will be utilized to the extent possible to control dust and noise to meet the performance standards as regulated in the Ordinance. During any mining operation, water with limited use of chemical binders may be utilized as a last alternative to control any dust problems. Noise levels will not exceed the standards as regulated in MN Rules Chapter 7030.

All mining operations will be conducted in compliance with applicable county, state, and federal regulations. The applicant will consult with the MPCA regarding the Air Emission permitting requirements and the MN DNR and MOH regarding water permitting standards.

Reclamation Plan

A conceptual reclamation plan has been developed in conformance with Nicollet County requirements for the planned after-use of the affected areas and the nature and extent of reclamation. Final reclamation of the site will commence after mining activities cease. Prior to reclamation, all equipment, stockpiles and debris will be removed from the site. The proposed site reclamation will consist of reclaiming the site to a combination of native prairie grassland, future industrial land use, and pond feature. Reclamation will consist of native prairie seeding to open prairie grassland with final grade at a maximum of 3H:1V contours on the side-slopes down to the final excavation depth. Topsoil will be restored to a depth sufficient for plants to become established, which is a minimum of approximately 2-6 inches. The grading will consist of restoring the site with remaining overburden and potentially clean

topsoil from offsite if needed. Grading will be utilized to create a basin that will capture storm water surface runoff from the site and allow stormwater to infiltrate and remain onsite. The undisturbed areas on the site (setback areas) will remain in the current naturally vegetated state. Reclamation areas will be seeded with a native grass mix (MN State Seed Mix 35-221 or a comparable alternative). Preparation, seeding and maintenance should be conducted per BWSR or MnDOT seeding guidelines. Final reclamation will be dependent upon site conditions and the final depths of mining. More information regarding the reclamation plan is listed below.

The applicant wishes to be provided flexibility in the reclaimed elevation with final reclaimed elevation dependent upon the depth of excavation and the amount of material remaining. There is also the possibility of future industrial land use when Pit #1 is reclaimed due to it's adjacency to other operations.

Please note that the reclamation plan developed is conceptual in nature and is subject to changes based on future regional comprehensive planning of this area.







DISPLAYNAME	MAILINGADDR	MAILINGCITYSTATEZIP
BEECK TIMOTHY L & GLENDA D BEECK	100 HIGHVIEW CT	COURTLAND MN 56021
GITTER EUNICE E REVOCABLE TRUST	100 SHADY OAK DR	COURTLAND MN 56021
DRILL DAVID A & BRENDA F DRILL	100 STONEY POINT RD	COURTLAND MN 56021
MORRISON JAMES M & JESSICA A	101 HIGHVIEW CT	COURTLAND MN 56021
JANOWSKI JAY	103 HIGH VIEW CT	COURTLAND MN 56021
JANNI ROY C & HELEN M	104 HIGH VIEW CT	COURTLAND MN 56021
HOLM JERRY L & JULIE A HOLM	104 SHADY OAK DR	COURTLAND MN 56021
NASH THOMAS E	104 STONY POINT RD	COURTLAND MN 56021
WAIBEL TIMOTHY C & AMBER E WAIBEL	105 HIGH VIEW CT	COURTLAND MN 56021
DRILL BRANT N	105 STONY POINT RD	COURTLAND MN 56021
WILFAHRT DAVID L & BECKY A WILFAHRT	107 HIGH VIEW CT	COURTLAND MN 56021
PIERSON DEBRA A & BRYAN D CLANCY	109 HIGH VIEW CT	COURTLAND MN 56021
DITTRICH LORI J	110 SHADY OAK DR	COURTLAND MN 56021
REINHART PETER J & LINDA REINHART	112 HIGHVIEW CT	COURTLAND MN 56021
BRAUN DALE M & BETTY M BRAUN	113 HIGH VIEW CT	COURTLAND MN 56021
BENTS RALPH W & CAROL A BENTS	116 HIGH VIEW CT	COURTLAND MN 56021
WINDSCHITL KENNETH A & MARY A WINDSCHITL	120 SHADY OAK DR	COURTLAND MN 56021
SCHEID SCOTT & STACY C SCHEID	130 SHADY OAK DR	COURTLAND MN 56021
STOLZ JAMES C	16 FIEMEYER DR	COURTLAND MN 56021
ULLAND BROTHERS INC	1634 HWY 210	CARLTON MN 55718
BERANEK DARLENE J	166 531ST AVE	COURTLAND MN 56021
HANCOCK CONCRETE PRODUCTS LLC	17 ATLANTIC AVE	HANCOCK MN 56244
GIESEKE PAUL & SANDY GIESEKE	20 FIEMEYER DR	COURTLAND MN 56021
GREGG KEVIN	209 SHADY OAK DR	COURTLAND MN 56021
YOST MARK R & LINDA R YOST	212 SHADY OAK DR	COURTLAND MN 56021
DESAER DONALD J & PHYLLIS A DESAER	213 SHADY OAK DR	COURTLAND MN 56021
DOMEI ER TRAVIS F	24 FIEMEYER DR	COURTLAND MN 56021
DRILL KENNETH A & JANICE E DRILL	28 FIEMEYER DR	COURTLAND MN 56021
RIEGER JOHN J & AMY L RIEGER	32 FIEMEYER DR	COURTLAND MN 56021
COURTLAND (CITY OF)	329 MAIN ST PO BOX 42	COURTLAND MN 56021
GOBLIRSCH DEREK & NATASHA GOBLIRSCH	36 FIEMEYER DR	COURTLAND MN 56021
BODE BONNIE L REVOCABLE TRUST	4 FIEMEYER DR	COURTLAND MN 56021
Tim Harmening- Courtland Township	43370 541st Ave	Courtland, MN 56021
WILLS TAMMY L	45395 STATE HIGHWAY 99	NICOLLET MN 56074
HAVEMEIER BRANDON	50 MAIN ST	COURTLAND MN 56021
TAX FORFEITURE PROPERTY NICOLLET COUNTY AUDITOR	501 S MINNESOTA AVE	SAINT PETER MN 56082-2507
DAVIS DAVID JOHN	51 MAIN ST	COURTLAND MN 56021
DRILL EVELINE - LE	52497 US HIGHWAY 14	COURTLAND MN 56021
DRILL DARIN & KRISTEN DRILL	52605 506TH ST	COURTLAND MN 56021
FOLSOM CAROL	53038 US HIGHWAY 14	COURTLAND MN 56021
DRILL MARVIN R & LISA A	54 ROSYLN RD	NEW ULM MN 56073
RIVER VALLEY ENTERPRISES LLC	54 ROSYLN RD	NEW ULM MN 56073
FIEMEYER DANIEL D	55 MAIN ST	COURTLAND MN 56021
CUNNINGHAM BENJAMIN J & RACHEL D CUNNINGHAM	70 SHADY OAK DR	COURTLAND MN 56021
GROSSMANN LAURA B	8 FIEMEYER DR	COURTLAND MN 56021
ANDERSON WADE & WHITNEY ANDERSON	80 SHADY OAK DR	COURTLAND MN 56021
DUEHN JORDAN	90 SHADY OAK DR	COURTLAND MN 56021
MINNESOTA HARDWOODS LLC	PO BOX 10	COURTLAND MN 56021
MINNESOTA VALLEY FOREST PRODUCTS INC	PO BOX 10	COURTLAND MN 56021



PLANNING & ZONING ADVISORY COMMISSION CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT

Name of Applicant Ulland Brothers, Inc.
Property Owner Ulland Brothers, Inc.
File PLN23-11

Hearing September 19, 2023
BOC Meeting September 26, 2023

Use Request Three-year review of a mineral extraction permit to mine, crush, and stockpile gravel, with and operate a bituminous/concrete plant

FINDINGS OF FACT

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

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is permitted within the Agricultural Preservation and Conservancy Zoning Districts. The use is similar with other mineral extraction operations in the County.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The size and function reasonable for the location, and has direct access to County Road 25. The burden to existing roads and utilities appears to be minimal.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The property is shielded from the surrounding area and no unreasonable depreciation is expected. The applicant agrees to restore the property once extraction operations cease.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use meets all required setbacks, and is typical of mineral extraction operations in the area.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use meets all standards and requirements of the Ordinance. There are similar mineral extraction operations in the area.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is in harmony with the Comprehensive Plan. The aggregate industry provides vital jobs and revenue within the County. Roads are treated for dust and no blasting takes place on site.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No blasting will take place on site, and the requested use meets all County standards. Dust and noise creation will not be unreasonable. There are similar mining operations in the area, and this site has been in use since 1986.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is a permitted use within the Agricultural Preservation and Conservancy Zoning Districts. The request is typical of mineral extraction operations within the County.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The applicant has a valid NPDES permit, and no explosives nor hazardous waste will be stored or used on site.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

10. The requested use ☐ WILL ☒ WILL NOT have adverse effect upon public health, safety and welfare due to the following other factors:

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use appears to meet all County standards, and will not have any adverse effect upon public health, safety and welfare.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION

☒ RECOMMENDS APPROVAL OF THE REQUESTED USE ☐ RECOMMENDS DENIAL OF THE REQUESTED USE

THIS DECISION WAS BASED UPON

- | | |
|--|--|
| <input checked="" type="checkbox"/> Application | <input checked="" type="checkbox"/> Site visit |
| <input checked="" type="checkbox"/> Information received at public hearing | <input checked="" type="checkbox"/> Staff Report |
| <input checked="" type="checkbox"/> Pictures | |

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

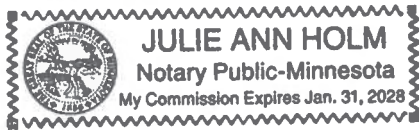
FACTS SUPPORTING THE ANSWER TO EACH QUESTION ABOVE ARE HEREBY CERTIFIED AS THE FINDINGS OF THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION.

Date: 9/20/2023 Chair: Dave Ubel

STATE OF MINNESOTA
COUNTY OF NICOLLET

The foregoing instrument was acknowledged before me this 20th day of September 2023
by Dave Ubel.

Notarial stamp or seal (or other title or rank)



Julie Ann Holm
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



CONDITIONAL USE PERMIT

MINERAL EXTRACTION PERMIT RENEWAL

Ulland Brothers Inc.

PLN23-12

**NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION**

SUBJECT:	Three year review of a mineral extraction Conditional Use Permit, PLN23-12
APPLICANT:	Ulland Brothers Inc.
LANDOWNER:	Ulland Brothers Inc.
LOCATION:	Southeast ¼ of the Southwest ¼, Section 10-109-29 & the Northeast ¼ of the Northwest ¼, Section 15-109-29 in Courtland Township
PARCEL NO:	04.310.0705 & 04.315.0205
EXISTING ZONING:	Agricultural Preservation, Conservancy & Shoreland Zoning Districts
HEARING DATE:	09/18/23
COUNTY BOARD DATE:	09/26/23

REQUEST

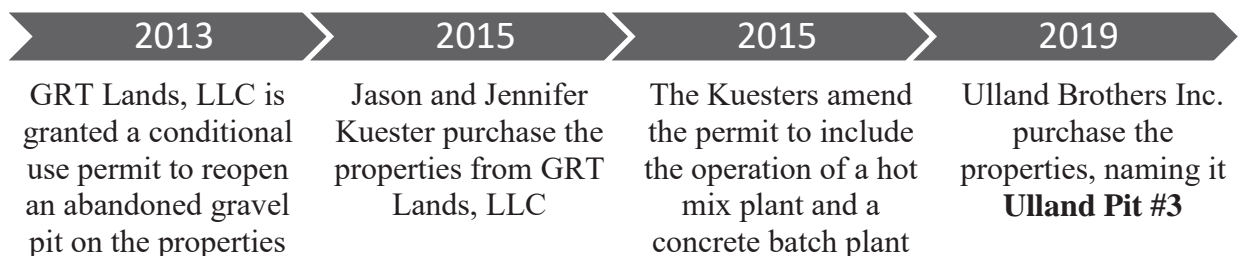
The Applicant is requesting a three (3) year review of their mineral extraction permit to mine, crush, and stockpile gravel, and operate a bituminous/concrete batch plant on site.

ORDINANCE:

Mineral extraction operations are required to renew their conditional use permit every three (3) years per Nicollet County Zoning Ordinance 424.2 (3).

PROJECT DESCRIPTION

Timeline:



Operations:

The Applicant states they have removed 88,841 tons of material from the thirty-eight (38) acre aggregate mine over the past three (3) years. There is a wash plant on site but no hot mix or concrete batch plant, although there may be one placed in the future depending upon need. Equipment used is typical for a gravel pit, including front end loaders, excavators, and trucks. Up to seventy-five (75) trips a day are expected at peak demand, but this will only last for a few weeks during the year.

The pit contains an estimated 6,300,000 yards of fine to course gravel extending twenty-five (25) feet below the current elevation of 890 feet, which will be extracted in the future. Extraction will continue in the current mining area and move northwards. The rate of extraction is dependent on demand, and varies from year to year.

Access:

The site has direct access to 478th Street via a path leading down to the pit. There is a gate, weigh station, and parking area located along the path near the road.

Appearance:

The facility is generally shielded from neighboring properties and the road by a berm in the north and trees in all other directions. Stockpiles that lay outside of the pit area may be visible from the road depending on the time of year and demand for mined materials. The pit is not visible from the Minnesota River.

Setbacks:

The required setbacks appear to have been generally maintained on site, with the exception of the 200 foot Ordinary High Water Mark setback outlined in Nicollet County Zoning Ordinance 724.5 17 (E). Mining activity occurred about one hundred fifty (150) feet away from an unnamed protected tributary in the southwestern part of the pit sometime between 2013-2015. No further mining activity appears to have taken place in this area, and it is currently used to support the road leading down into the pit.

The Applicant has agreed to seed this area with grass to remediate the setback encroachment.

Blasting:

No blasting occurs on the site.

Bond Requirements:

The Applicant has submitted an updated bond in the amount of \$95,000 to cover the actively mined and not yet reclaimed acres. The bond amount is \$2,500 per acre due to the pit pre-existing the 2014 Mineral Extraction Zoning Ordinance amendment requiring \$5,000 per acre.

Hours of Operation:

The pit operates from 7 a.m. to 7 p.m., with a thirty (30) minute warm up period starting at 6:30 a.m. in which the equipment is idled but not used. Nicollet County Zoning Ordinance 724.5 (9) limits the hours of operation for mineral extraction from 7 a.m. to 7 p.m.

Stormwater & Wash Plant Water

Stormwater is controlled through a retention pond in the north, and a combination of berms and rock channels to divert water away from the pit. The rock channels are designed to dissipate energy from the water before it is discharged to prevent erosion. The pit has a valid Stormwater Pollution Prevention Plan.

The site can use up to 57,000 gallons of wash water per day depending on demand, which is deposited into a three (3) pond system for recycling. The water is pumped back to the wash plant after working its way through the ponds to remove sedimentation. Water is pumped from an on-site well to make up for losses during the recycling process.

Dust, Noise, & Odor Control:

When needed, misters are used in the crushing process and water is spread on the access road to control dust. Noise and odor are not expected to be outside of the typical range for a gravel pit and hot mix plant.

Reclamation Plan:

The Applicant has submitted a restoration plan showing a pond in the middle of the northern property with slopes gradually rising up to the property line. Slopes will be seeded with MNDOT mix 35-541. A description of the mix was submitted by the Applicant.

Waste Disposal:

No hazardous materials are stored on site. Fuel and oil is put directly into the equipment when delivered.

EXISTING LAND USE

The eighty (80) acre property consists of two (2) parcels with a pit mine, forest land, and cropland.

SURROUNDING LAND USE

The surrounding land use is mixed, consisting of other gravel pits, farmland, bluff, forest land, and residential homes in all directions.

MINNESOTA POLLUTION CONTROL AGENCY STANDARDS

The Applicant has submitted a National Pollutant Discharge Elimination System (NPDES) Permit from the Minnesota Pollution Control Agency that expires on May 31, 2027.

NEIGHBOR NOTIFICATION

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

CONDITIONAL USE PERMIT CRITERIA

- 1. Given the nature of the land, the requested use is compatible with the general welfare, public health and safety.**
 - Mineral extraction is a conditionally permitted use in the Agricultural Preservation, Conservancy, and Shoreland Zoning Districts.
 - The use is similar to other mineral extraction operations within the County.
 - The Applicant has a valid NPDES Permit and is not using explosives nor storing hazardous waste.
- 2. The requested use will not create an unreasonably excessive burden on the existing roads or utilities.**
 - The size and function of the facility is not unreasonable for the location.
 - It appears the burden on public infrastructure will be minimal.
- 3. The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.**
 - The mineral extraction operation is surround by a berm and trees, which mostly shield it from surrounding land uses.
 - No unreasonable noise, odor, or glare is expected. The Applicant has a method of controlling dust generated by the wash plant and on the access path.
 - The Applicant has a procedure in place to handle and resolve complaints.
 - An end use plan is on file, and the Applicant will be required to restore the property when extraction operations cease.

- 4. The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.**
 - The mineral extraction operation is surrounded by a berm and trees, which mostly shield it from surrounding land uses.
 - The operation appears to be typical for mineral extraction within the County.
 - The use adheres to the applicable standards of Sections 724.5(3) and 724.5(16) of the Zoning Ordinance for the appearance and screening of mineral extraction facilities.
- 5. The requested use is consistent with the Nicollet County Land Use Ordinances.**
 - The request meets the applicable standards and requirements found in Sections 505, 602, 603, and 724 of the Zoning Ordinance for mineral extraction conditional use permits.
- 6. The requested use is not in conflict with the Nicollet County Comprehensive Plan.**
 - The Comprehensive Plan states that the aggregate industry provides vital jobs for residents and revenue for local businesses.
 - The Comprehensive Plan states that Nicollet County will continue to work with aggregate businesses, such as this one, to ensure that these operations can continue in a sustainable and environmentally friendly manner.
- 7. The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.**
 - The use adheres to the standards of Sections 724.5(7), 724.5(9), and 724.5(13-14) of the Zoning Ordinance for dust control and air quality; hours of operation; noise and vibrations; and road dust and debris.
 - The Applicant has a method of controlling dust generated by the wash plant and on the access path.
 - No blasting takes place on site.
- 8. The requested use is reasonably related to the existing land use and environment.**
 - Mineral extraction is a conditionally permitted use in the Agricultural Preservation, Conservancy, and Shoreland Zoning Districts.
- 9. There are no apparent unreasonable health risks posed to neighbors or the public in general.**
 - The Applicant has a valid NPDES permit.

- The Applicant is not using explosives nor storing hazardous waste.
- Any changes to the operation will require an amended conditional use permit.

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

- The request, as proposed, appears to meet County standards with no apparent adverse effects to public health, safety, and welfare.

RECOMMENDATIONS

1. The Applicant shall undertake the project according to the plans and specifications submitted to the County with the application.
2. The conditional use permit will be periodically reviewed by the County to assure compliance with the permit and permit conditions.
3. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions, and all other applicable statutes, rules, and ordinances.
4. The conditional use permit to mine, crush, and stockpile gravel and operate a bituminous/concrete batch plant on site will be reviewed in September 2026.
5. The bond shall be amended as needed to cover the amount of actively mined acres and not yet reclaimed acres. The bond must be kept in force during the time of operation.
6. A continuation certificate of the bond shall be sent to the Property Services Division with no lapse in time during the course of this permit.
7. The contractor shall take the appropriate action to minimize the dust on the road from hauling and the wash plant.
8. If needed, the Applicant must obtain a water appropriations permit from the Department of Natural Resources.
9. No mineral extraction activity shall take place within two hundred (200) feet from the ordinary high water mark of the public waterway on the property.

Applicant/Landowner: Ulland Brothers Inc.

PLN23-12

ATTACHMENT A	Application
ATTACHMENT B	Location Map
ATTACHMENT C	Aerial Map
ATTACHMENT D	Submitted by Applicant
ATTACHMENT E	Site Photographs
ATTACHMENT F	Neighbor Notification List
ATTACHMENT G	Criteria for Conditional Use Permit



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

PLANNING & ZONING ADVISORY COMMISSION APPLICATION

TOTAL FEES: \$496.00

Map#: 16-10-300-007 & 16-15-100-006

Parcel#: 04.310.0705 & 04.315.0205

Permit#: PLN23-12

Date: 8/23/2023

Applicant: Ulland Borthers Inc

Telephone: 507 373 1960

Owner: Ulland Borthers Inc

Property Address: 04.310.0705 & 04.315.0205

Abbreviated Legal Description: SESW 10-109-29 & NENW 15-109-29

Township: Courtland Township

Zoning District(s): AGRICULTURAL

CONSERVANCY

SHORELAND

Record Type: Conditional Use Permit

Subtype: New

Category: Other

Description: Mineral Extraction CUP Renewal

G.C. Licence#: n/a

Job Cost: n/a

PERMIT EXPIRATION DATE: 8/23/2024


APPLICANT SIGNATURE

8/23/2023
DATE


PROPERTY SERVICES

08/23/23
DATE

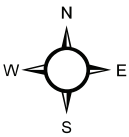
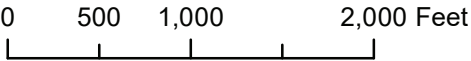
ATTACHMENT A
Application



ATTACHMENT B
Aerial Map



ATTACHMENT C
Location Map



Disclaimer: The information herein is intended to be a true representation of available records. However, there is no guarantee to the user as to the accuracy, suitability, or reliability of this data for any purpose. Nicollet County assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data. The user accepts the data "as is", and assumes all risks associated with its use. By acceptance of this data, the user agrees not to transmit this data or provide access to it or any part of it to another party.



MINERAL EXTRACTION CHECKLIST

The following information is required to be provided for a conditional use permit application. Additional information may be required, as determined necessary by the Zoning Administrator and per Section 724 of the Zoning Ordinance.

NUMBER OF ACRES AS FOLLOWS:

35 Acres being mined or used for mining purposes (stockpiles, equipment storage, haul roads, etc).
4 Acres permitted and remaining to be mined in future phases.
0 Acres where land reclamation has occurred.
41.42 Acres not permitted to be mined (non-mining related acres).
80.42 Total acreage of property.

TONNAGE OF MATERIAL REMOVED:

88,841.00 Tons of material removed from site over the past three (3) years, or since last permit renewal date.

Include a copy of the renewed **BOND** or **LETTER OF CREDIT** for the site. Continuation letters must to be sent to the Property Services Office on years when the permit is not scheduled for renewal.

PLEASE PRINT:

Property Owner: Ulland Brothers Inc.
 Owner's Address: 1634 Highway 210, Carlton, MN 55718
 Contractor working the site: Ulland Brothers Inc.
 Contractor's address: 2501 East Main, Albert Lea, MN 56007
 Contractor's phone number: 507-373-1960
 Date: 8/22/2023
 Applicant (Landowner or Contractor) Signature: Mitch Froehlich
Mitch Froehlich (Aug 31, 2023 14:09 CDT)
 Parcel No. 04.310.0705 & 04.315.0205 Map No. _____ Revised 11-29-18 JH

Mission Statement
 Providing efficient services
 with innovation and accountability.

Leadership. Efficiency.
 Accountability. Innovation.
 Integrity.

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

Mineral Extraction

Final Audit Report

2023-08-31


Created:	2023-08-31
By:	Spencer Crawford (Spencer.Crawford@co.nicollet.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9XIPUHgxQyDgb_Lti4uhq4MhJNYZD8vW


"Mineral Extraction" History

 Document created by Spencer Crawford (Spencer.Crawford@co.nicollet.mn.us)
2023-08-31 - 6:15:50 PM GMT

 Document emailed to Mitch Froehlich (mfroehlich@ulland.com) for signature
2023-08-31 - 6:16:21 PM GMT

 Email viewed by Mitch Froehlich (mfroehlich@ulland.com)
2023-08-31 - 7:08:57 PM GMT

 Document e-signed by Mitch Froehlich (mfroehlich@ulland.com)
Signature Date: 2023-08-31 - 7:09:16 PM GMT - Time Source: server

 Agreement completed.
2023-08-31 - 7:09:16 PM GMT

Ulland Brothers Pit 3 Narrative.

4.1 Ulland Brothers believes the aggregate in pit 3 extends at least 25' below the current pit floor elevation of 890 feet with a usable quantity of approx. 6,300,000 yards. This material ranges from coarse to fine and can be used for various MNDot graded materials.

4.2 Ulland will use approx. 57,000 gallons a day at peak washing. Ulland utilizes a 3 pond system that allows us to recycle the majority of our water with minimal make up water. Our make-up water is pumped from an on-site well.

4.3 Site erosion and sediment control plan- Stormwater is filtered through a series of BMP's before it is allowed to leave the site. Process water will not leave the site. Instead water is directed to a sediment pond where the water will infiltrate into the ground. If the sediment pond should need to be cleaned out the sediment would be reincorporated with the crushing process. Other BMPs include stabilized perimeter berms and active agricultural land.

4.4 Restorative vegetation will be consistent with the type, density and species in the reclamation plan. Most likely this area will become a wetland/ wildlife area.

4.5 Vehicles and equipment onsite will be crushing/screening/wash plants, front end loaders, excavators and personal vehicles.

4.6 Average daily traffic will depend on local workload and demand. During Peak demand we expect 75 trips per day, this will only be a few weeks a year.

4.7 Trucks will be loaded with a front end loader that has a built in scale as to not overload the truck and keep a track of quantities out of the pit.

4.8 Pit 3 has a long established entrance which provides opportunity for the trucks to leave mud and debris in the pit. Ulland would also sweep the area near the driveway on CSAH 25 if the need arises.

4.9 Mitigation for Noise and Dust- Ulland Pit 3 sits at a lower elevation then the surrounding area. Berms and trees provide screening barriers. If necessary a mister system may be used on the crushing process.

4.10 Only water will be used for dust control in processing operations.

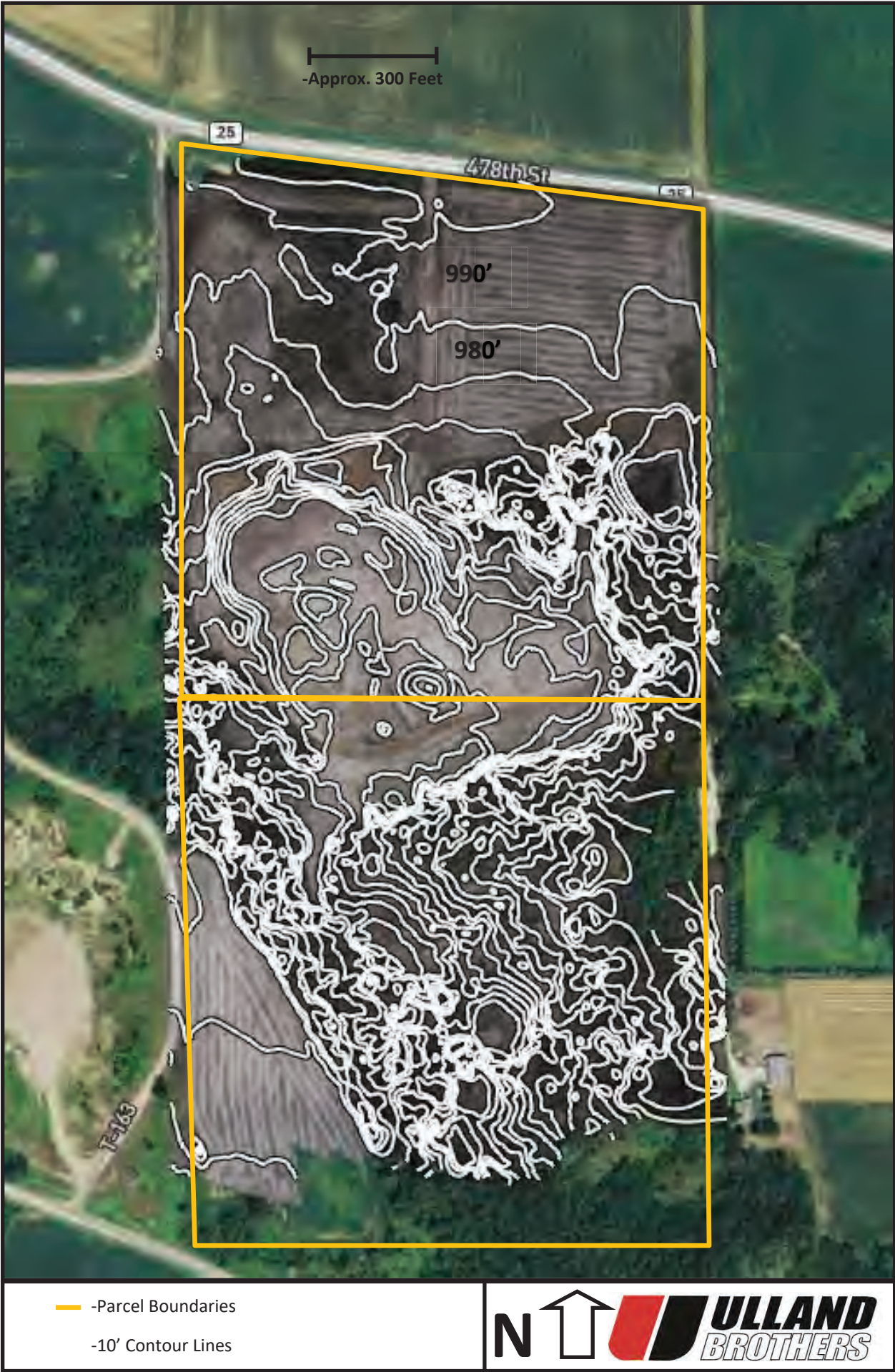
4.11 No hazardous materials will be stored onsite. Fuel and oils will be delivered to the site and directly put into the machine that will be consuming the product.

4.12 Part of Ulland's sustainability program is the use of recycled material in aggregate processing. These materials include concrete rubble and bituminous millings. Materials of this nature will be collected and managed onsite until the quantity allows processing to become economically feasible.

4.13 Ulland Brothers prefers to receive complaints directly and makes every effort to mitigate the nuisance as soon as possible. In the event Nicollet County received a complaint and forwarded it to Ulland Brothers representative it would be handled in safe and timely manner.

4.14 Ulland is proposing operations be between 7am and 7pm with a warm up period of 6:30 am to 7:00 am where mobile equipment may be idling but not moving.

4.15 See attached NDPES Permit.





Ulland Pit 3 Soils Map SE 1/4 SW 1/4 of Section 10-109-29 and the NW 1/4 of the NW 1/4 of Section 15-109-29 Map 1



Summary by Map Unit — Nicollet County, Minnesota (MN103)



Map unit symbol	Map unit name	Rating	Component name (percent)	Rating reasons (numeric values)	Acres in AOI	Percent of AOI
27A	Dickinson loam, 0 to 2 percent slopes	Fair	Dickinson (90%)	Thickest layer (0.00) Bottom layer (0.06)	0.2	0.1%
27B	Dickinson loam, 2 to 6 percent slopes	Fair	Dickinson (90%)	Thickest layer (0.00) Bottom layer (0.06)	5.0	2.8%
39B	Wadena loam, 2 to 6 percent slopes	Fair	Wadena (85%)	Thickest layer (0.00) Bottom layer (0.16)	5.8	3.2%
			Estherville (10%)	Thickest layer (0.00) Bottom layer (0.16)		
			Dickinson (5%)	Thickest layer (0.00) Bottom layer (0.06)		
94B	Terril loam, 2 to 6 percent slopes	Poor	Terril (80%)	Bottom layer (0.00) Thickest layer (0.00)	11.5	6.4%
			Delft (8%)	Bottom layer (0.00) Thickest layer (0.00)		
			Storden, moderately eroded (7%)	Bottom layer (0.00) Thickest layer (0.00)		
			Clarion (5%)	Bottom layer (0.00) Thickest layer (0.00)		
94C	Terril loam, 6 to 12 percent slopes	Poor	Terril (85%)	Bottom layer (0.00) Thickest layer (0.00)	12.8	7.1%
100B	Copaston loam, 1 to 6 percent slopes	Poor	Copaston (85%)	Bottom layer (0.00) Thickest layer (0.00)	1.6	0.9%
106C2	Lester loam, 6 to 10 percent slopes, moderately eroded	Poor	Lester, moderately eroded (85%)	Bottom layer (0.00) Thickest layer (0.00)	17.7	9.8%
			Storden, moderately eroded (10%)	Bottom layer (0.00) Thickest layer (0.00)		
			Le Sueur (3%)	Bottom layer (0.00) Thickest layer (0.00)		
			Hamel (2%)	Bottom layer (0.00) Thickest layer (0.00)		
239	Le Sueur loam, 1 to 3 percent slopes	Poor	Le Sueur (80%)	Bottom layer (0.00) Thickest layer (0.00)	5.7	3.1%
			Cordova (10%)	Bottom layer (0.00) Thickest layer (0.00)		
			Webster (5%)	Bottom layer (0.00) Thickest layer (0.00)		
			Lester (5%)	Bottom layer (0.00) Thickest layer (0.00)		
336	Delft clay loam, 0 to 2 percent slopes	Poor	Delft (85%)	Bottom layer (0.00) Thickest layer (0.00)	0.8	0.4%
			Glencoe (8%)	Bottom layer (0.00) Thickest layer (0.00)		
			Nicollet (5%)	Bottom layer (0.00) Thickest layer (0.00)		
			Canisteo (2%)	Bottom layer (0.00) Thickest layer (0.00)		

463A	Minneiska sandy loam, 0 to 2 percent slopes	Poor	Minneiska, occasionally flooded (90%)	Bottom layer (0.00) Thickest layer (0.00)	1.6	0.9%
611F	Hawick loamy sand, 20 to 40 percent slopes	Fair	Hawick (90%) Estherville (10%)	Thickest layer (0.20) Bottom layer (0.42) Thickest layer (0.00) Bottom layer (0.16)	25.0	13.9%
920C2	Clarion-Storden-Pilot Grove complex, 6 to 10 percent slopes, moderately eroded	Poor	Clarion, moderately eroded (47%) Storden, moderately eroded (30%) Terril (2%) Delft (1%)	Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00)	4.7	2.6%
944F	Lester-Storden-Estherville complex, 18 to 70 percent slopes	Poor	Lester (45%) Storden (20%)	Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00)	5.2	2.9%
945F	Lester-Belview complex, 22 to 40 percent slopes	Poor	Lester (55%) Belview (35%) Terril (10%)	Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00)	17.4	9.7%
960F	Belview-Omsrud complex, 22 to 40 percent slopes	Poor	Belview (50%) Omsrud (30%) Terril (10%) Delft (10%)	Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00)	22.5	12.5%
978	Cordova-Rolfe complex, 0 to 2 percent slopes	Poor	Cordova (60%) Rolfe (30%) Glencoe (5%) Le Sueur (5%)	Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00)	2.4	1.3%
1030	Udorthents-Pits, gravel complex	Poor	Udorthents (50%)	Bottom layer (0.00) Thickest layer (0.00)	12.6	7.0%
L113B	Reedslake-Le Sueur complex, 1 to 6 percent slopes	Poor	Reedslake (59%) Le Sueur (30%) Cordova (7%) Swanlake (4%)	Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00) Bottom layer (0.00) Thickest layer (0.00)	27.8	15.4%









- -Property Boundary
- -Side slopes graded at 3:1 and stabilized 35-541(see attached)
- -Potential Pond Conceptual
- -Reclaimed areas to be stabilized with 35-541

Slopes and banks will be seeded with the recommended MNDOT seed mixture 35-541 or equal. This seed mix will be planted at least the minimum recommended rate of 12Lbs/ acre with 70% coverage density.

35-541 Mesic Prairie Southwest					
Common Name	Scientific Name	Rate (lb/ac)	Rate (kg/ha)	% of Mix (by weight)	Seeds/ sq ft
little bluestem	<i>Schizachyrium scoparium</i>	1.50	1.68	12.50%	8.27
Indian grass	<i>Sorghastrum nutans</i>	1.50	1.68	12.54%	6.63
big bluestem	<i>Andropogon gerardii</i>	0.90	1.01	7.49%	3.30
side-oats grama	<i>Bouteloua curtipendula</i>	0.90	1.01	7.49%	1.98
nodding wild rye	<i>Elymus canadensis</i>	0.90	1.01	7.46%	1.71
slender wheatgrass	<i>Elymus trachycaulus</i>	0.90	1.01	7.46%	2.27
western wheatgrass	<i>Pascopyrum smithii</i>	0.50	0.56	4.15%	1.30
green needle grass	<i>Nassella viridula</i>	0.44	0.49	3.67%	1.70
switchgrass	<i>Panicum virgatum</i>	0.16	0.18	1.30%	0.80
	Grasses Subtotal	7.70	8.63	64.06%	27.96
golden alexanders	<i>Zizia aurea</i>	0.25	0.28	2.06%	1.00
partridge pea	<i>Chamaecrista fasciculata</i>	0.10	0.11	0.84%	0.10
narrow-leaved purple coneflower	<i>Echinacea angustifolia</i>	0.08	0.09	0.65%	0.20
purple prairie clover	<i>Dalea purpurea</i>	0.07	0.08	0.61%	0.40
gray-headed coneflower	<i>Ratibida pinnata</i>	0.07	0.08	0.61%	0.80
blue vervain	<i>Verbena hastata</i>	0.07	0.08	0.61%	2.50
Canada milk vetch	<i>Astragalus canadensis</i>	0.06	0.07	0.53%	0.40
Early Sunflower	<i>Heliopsis helianthoides</i>	0.06	0.07	0.50%	0.14
black-eyed susan	<i>Rudbeckia hirta</i>	0.06	0.07	0.49%	2.00
Canada tick trefoil	<i>Desmodium canadense</i>	0.05	0.06	0.45%	0.11
hoary vervain	<i>Verbena stricta</i>	0.05	0.06	0.41%	0.50
wild bergamot	<i>Monarda fistulosa</i>	0.04	0.04	0.29%	0.90
white prairie clover	<i>Dalea candida</i>	0.03	0.03	0.24%	0.20
rough blazing star	<i>Liatris aspera</i>	0.03	0.03	0.28%	0.20
stiff goldenrod	<i>Oligoneuron rigidum</i>	0.03	0.03	0.28%	0.50
smooth aster	<i>Symphyotrichum laeve</i>	0.03	0.03	0.25%	0.60
great blazing star	<i>Liatris pycnostachya</i>	0.02	0.02	0.21%	0.10
	Forbs Subtotal	1.10	1.23	9.31%	10.65
Oats	<i>Avena sativa</i>	3.20	3.59	26.63%	1.42
	Cover Crop Subtotal	3.20	3.59	26.63%	1.42
	Total	12.00	13.45	100.00%	40.03
Purpose:	Regional mesic prairie reconstruction for wetland mitigation, ecological restoration, or conservation program plantings.				
Planting Area:	North-Central Glaciated Plains Section. Mn/DOT Districts 3A(southwest) 3B, 4(south), 7 & 8.				



→ Stormwater runoff direction

★ Well Location

★ Pit Road Stormwater Discharge and Sampling Location.

Stormwater Collection Ponds

200 feet

↑
N

ULLAND
BROTHERS



West Road & Slope View 8/28/2023.png

EXTENSION CERTIFICATE**EXTENSION CERTIFICATE TO BE FILED WITH OBLIGEE**

To be attached to and form a part of Bond Number **82522910** executed by **FEDERAL INSURANCE COMPANY** as Surety.

Principal: ULLAND BROTHERS, INC.

Obligee: Nicollet County

Description: Section 10 township 109 range 29 in courtland township

In the sum of: \$95,000.00

Bond dated: 04-19-2019

Said Principal and said Surety hereby agree that the term of said bond is extended from the **04/19/2023** to the **04/19/2024**, subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the sum of **\$95,000.00**.

In witness whereof, the said Principal and said Surety have signed this certificate this **01/01/2023**.

ULLAND BROTHERS, INC

By 

FEDERAL INSURANCE COMPANY

By 

Dawn M. Chloros

Producer: I00017

NORTH RISK PARTNERS LLC



National Pollutant Discharge Elimination System/State Disposal System

MNG490069

Permittee: Ulland Brothers Inc
Facility name: Ulland Brothers Inc
City or Township: Cloquet, **County:** Carlton
Issuance date: November 18, 2022
Expiration date: May 31, 2027
Modification date: July 14, 2023

The State of Minnesota, on behalf of its citizens through the Minnesota Pollution Control Agency (MPCA), authorizes the Permittee to operate a disposal system at the facility named above and in accordance with the requirements of this permit.

The goal of this permit is to reduce pollutant levels in point source discharges and protect water quality in accordance with the U.S. Clean Water Act, Minnesota statutes and rules, and federal laws and regulations.

This permit is effective on the issuance date identified above. This permit expires at midnight on the expiration date identified above.

Signature: *Elise M. Doucette*

This document has been electronically signed.

for the Minnesota Pollution Control Agency

Elise M. Doucette
Supervisor
Industrial Division

Submit eDMRs

Submit via the MPCA e-Services at

https://rsp.pca.state.mn.us/TEMPO_RSP/Orchestrate.do?initiate=true

Submit WQ reports to:

Electronically: wq.submittals.mPCA@state.mn.us

Include *Water quality submittals form*:

<https://www.pca.state.mn.us/sites/default/files/wq-wwprm7-71.docx>

Questions on this permit?

- For eDMR and other permit reporting issues, use the directory listed at the bottom of the DMR page:
<https://www.pca.state.mn.us/business-with-us/discharge-monitoring-reports>
- For specific permit requirements, contact your compliance staff: <https://www.pca.state.mn.us/business-with-us/wastewater-compliance-and-enforcement-staff>
- Wastewater Permit Program general questions, contact: MPCA, 651-282-6143 or 800-657-3938

Ulland Courtland SWPPP

Permit #: MNG490069

Facility Contacts: Ulland Brothers Inc.

Mitch Froehlich
2501 East Main Street
Albert Lea, MN 56007

Standard Industrial Classification No. and Description: Industrial Group Sector 144,
1442 Construction Sand and Gravel

Applicable Narrative Activities: Pit #1 – This project consists of the construction of an approximately 16 acre aggregate mine. This will include a two phase approach, moving from the south to the north. The access will be from the north east of the site. Once completed, the mine will be restored by topsoil redressing the slopes to a 3:1 ratio with a pond feature in the south portion.

Pit #3 – This project consists of the construction of an approximately 38 acre aggregate mine. This will include a three phase approach, moving from the north to the south and west. The access to the two north phases will be from the north west of the site. Once completed, the mine will be restored by topsoil redressing the slopes to a 3:1 ratio. A 200 foot buffer will be maintained from the base of the nearby stream to ensure no disturbance or groundwater issues arise.

Location Access Description: Pit #1 – The site is located adjacent to the east of Courtland, MN directly south of US Highway 14. The site access will be south off of County Road 25 and east of T-163. A vicinity map is included in the Storm Water Pollution Prevention Plan.

Pit #3 – The site is located approximately 1.5 miles east of Courtland, MN and 0.5 miles south of US Highway 14. The site access will be south off of County Road 25 and east of T-163. A vicinity map is included in the Storm Water Pollution Prevention Plan.

County or Counties: Nicollet, Minnesota 56074

Nicollet County

Latitude/Longitude: Pit #1 – 44.2638° N, -94.3306° W

Pit #3 – 44.2537° N, -94.3041° W

Number of acres of the entire property: Pit #1 – The entire property consists of 20 acres of which 16 acres are used for industrial activity.

Pit #3 – The entire property consists of 80 acres of which 38 acres are used for industrial activity.

Storm Water Discharges Associated With Industrial Activity

There will be no stormwater discharge associated with industrial activity. Stormwater that is discharged will be treated with a series of BMP's

The owner is aware that under the Storm Water Pollution Prevention Plan (SWPPP) they are entirely responsible for meeting SWPPP requirements within the boundaries of the sites where they perform industrial activities.

Surface Water(s) Receiving Discharge

No protected or impaired waters that require additional construction requirements. The two water bodies within a 1 mile radius include the Minnesota River east of the Little Cottonwood River mouth, and Morgan Creek. Morgan creek is an unprotected water and the Minnesota River is an Impaired Stream that requires no additional construction requirements according to the Minnesota Pollution Control Agency.

There is a drainage way that passes through the middle of the Pit #3 property. This waterway will have a 200 foot buffer on either side of the stream bank. This will keep any disturbance and sediment out of the waterway.

Nature of the Industrial Activity

The industrial activities of this site will produce construction sand and gravel. A typical sequence of events for such a project begins with clearing the site of any existing structures or unnecessary vegetation. This mining project will include a phased approach. During mining, a temporary depression is excavated for temporary storage and treatment of storm water runoff. Construction of this is usually finished upon stabilization of the final reclamation plan for the entire site.

Groundwater & Dewater

Dewatering will not occur at the site therefore a Minnesota Department of Natural Resources (MN DNR) water appropriations permit is not required. Any material removed from below the water table would be completed utilizing dredging methods.

Blasting and Explosives

No blasting or explosives will be used.

Bond

The applicant will submit the required bond at the approximate time in compliance with the County Codes. The applicant shall also furnish proof to the County yearly that the bond has been renewed upon request.

Elements of the SWPPP

The SWPPP has been prepared to address storm water runoff from industrial activities, to identify and address potential sources of pollution that are reasonably expected to affect the quality of the industrial site. The SWPPP has been developed based on a strategy of reducing pollution at the source, as opposed to treatment before discharge.

The SWPPP will be revised or updated as appropriate whenever any of the following occurs: a change of significant effect on the discharge of pollutants that has not been previously addressed in the SWPPP; site conditions change based on updated plans and specifications; new operators conduct industrial activities under the SWPPP; new areas of responsibility are added; changes are made to the type of best management practices used; or results of inspections or investigations indicate the SWPPP is proving ineffective in eliminating or significantly minimizing pollutants.

The SWPPP has been developed to be compliant with applicable local sediment and erosion control plans. The SWPPP may be retained at an on-site location or as noted on the site notice. Hard copies of the SWPPP will be made readily available upon the request of public officials.

Discharges that occur after the site has undergone final stabilization or following the submission of a notice of termination for the industrial activity are outside of the scope of this SWPPP.

Data used to describe the soil will be obtained from the United States Department of Agriculture's web soil survey and will be included in the SWPPP. A map showing the general location of the site will be included in the SWPPP. A copy of the permit will be included in the SWPPP. A series of site maps will collectively indicate the following:

- drainage patterns and approximate slopes anticipated after major grading activities by either topographic lines or by drawn arrows indicating the general direction of flow;
- areas where soil disturbance will occur by either notations or drawn lines;
- locations of support activities located within one (1) mile of the boundary of the site such as equipment staging areas, material storage areas, material borrow areas, and excavated material disposal areas by either graphical icons or drawn lines;
- locations of all in-place structural controls by either graphical icons, drawn lines, or notations;
- locations of any in-place permanent storm water control measures by either graphical icons or notations;
- surface waters including wetlands either at, adjacent, or in close proximity to the site by either drawn lines or notations;
- locations where existing vegetation or stabilization practices are used by either drawn lines or notations;

If future projects within the site are proposed at a later date, the SWPPP will be revised by including the site map of the new project. Site maps will be provided for each area of soil disturbance permitted within the scope of the SWPPP.

Potential Pollutants and Sources

The following potential pollutants can be reasonably expected at industrial sites: industrial debris, litter, chemical wastes, industrial materials, sediment, dust, waste materials, petroleum products, sand, concrete truck wash out water, erosive flow velocity, crushed rock, discarded equipment, acid, sanitary wastes, and other similar pollutants.

Potential pollutants can be reasonably associated with the following typical point sources: fuel tanks, industrial equipment, parked vehicles, waste containers, vehicle traffic, pumps, drainage swales, channels, exposed soil, industrial facility entrances, stored industrial materials, site personnel, concrete trucks, sanitary facilities, and other similar point sources.

Best Management Practices

Best Management Practices (BMPs) have been designed in order to minimize potential sediment and erosion. Erosion and sediment controls have been designed to retain sediment on-site to the maximum extent practicable.

It is the SWPPP Operator's responsibility to ensure that control measures are properly selected, installed, and maintained according to the designer's specifications. Controls will be developed to minimize the off-site transport of litter, industrial debris, and industrial materials. If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule will be described in the inspection report and wherever possible those changes implemented before the next storm event. If implementation before the next anticipated storm event is impracticable, these changes will be implemented as soon as practicable.

Sediment Control Practices

Sediment control practices will be used to remove eroded soils from storm water runoff. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls will be utilized for all down slope boundaries of the industrial area, and for those side slope boundaries deemed appropriate. These perimeter controls will be installed as necessary and will be utilized until a common drainage location is established. At that time, a sedimentation basin will be utilized where feasible. If a sedimentation basin is not feasible, then equivalent control measures will be utilized until final stabilization of the site and the reasons why the basin was infeasible will be noted. The following sediment control BMPs can be reasonably expected at industrial sites: silt fences, sand/rock bags, berms, sedimentation basins, rock dams, inlet protection barriers, surge dams, use of existing vegetation, and other similar measures. Any additional or unique sediment control BMPs will be addressed on the project's site map.

Pollution Prevention Practices

Pollution prevention practices will be designed to minimize pollutants from industrial and waste materials which will be stored on-site. Controls will be used to minimize, to the maximum extent practicable, the off-site vehicle tracking of sediments and the generation of dust.

The following pollution prevention BMPs can be reasonably expected at industrial sites: water truck spraying, orderly material storage, orderly equipment storage, proper waste disposal practices, orderly

parking areas, street cleaning, spill prevention practices, use of petroleum sorbents, orderly concrete truck washout areas, use of stabilized construction accesses, use of trash containers, use of portable sanitation facilities, self-contained fuel cells, orderly petroleum product storage, use of dewatering bags, use of temporary velocity dissipation devices, use of flow diversion mechanisms, and other similar measures. Any additional or unique pollution prevention BMPs will be addressed on the project's site map.

Erosion Control and Stabilization Practices

Erosion control and stabilization measures will be initiated as soon as practicable in portions of the site where industrial activities have temporarily ceased. Stabilization measures that provide a protective cover will be initiated as soon as practicable in portions of the site where activities have permanently ceased. These measures will be initiated no more than fourteen (14) days after the industrial activity in that portion of the site that has temporarily or permanently ceased, unless the activity is scheduled to resume within seven (7) days. If soil conditions prohibit the initiation of stabilization measures or vegetative practices, erosion control and stabilization measures will be initiated as soon as practicable.

Where temporary stabilization controls are infeasible, temporary sediment controls will be used along the perimeter of the site to the maximum extent practicable and the reasons why the activity was infeasible will be noted in the inspection report.

The following erosion control and stabilization BMPs can be reasonably expected at industrial sites: establishment of temporary or permanent vegetation, mulching, use of geotextiles, sod stabilization, use of vegetative buffer strips, protection of existing trees and vegetation, slope texturing, and other similar measures. Any additional or unique erosion control and stabilization BMPs will be addressed on the project's site map.

Inspection Procedures

Personnel will inspect disturbed areas of the industrial site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, discharge locations, and structural controls for evidence of, or the potential for, pollutants entering the drainage system. A site inspection report and annual inspection report will be included in the SWPPP. Sediment and erosion control measures identified in the SWPPP will be inspected to ensure that they are operating correctly. Locations where vehicles enter or exit the site will be inspected for evidence of off-site sediment tracking. The inspections will occur in conformance with standards set by the NPDES permit.

In the event of flooding or other uncontrollable situations which prohibit access to the inspection sites, inspections will be conducted as soon as access is practicable. The dates when major grading activities occur, the dates when industrial activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated will be maintained in the inspection report or noted on the site map. The inspection report will summarize the scope of the inspection, the dates of the inspection, major observations relating to the implementation of the SWPPP, actions taken as a result of inspections, and any incidents of non-compliance. If the inspection report does not identify any incidents of non-compliance, the report will be certified by the inspector that the site is in compliance with the SWPPP.

Maintenance Procedures

All protective measures will be maintained in effective operating condition. If it is determined that BMPs are not operating effectively, then maintenance will be performed as necessary to maintain the continued effectiveness of storm water controls, and prior to the next storm event if feasible. If maintenance prior to the next anticipated storm event is impracticable, the reason will be documented in the inspection report and maintenance will be scheduled and accomplished as soon as practicable. The operator will replace or correct erosion and sediment controls that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective immediately upon discovery. If a control has been used incorrectly, is performing inadequately, or is damaged, then the control will be replaced or modified within 24 hours of inspection report. Sediment will be removed from the silt fences (or similar devices) before it reaches 50% of the above-ground height. If sediment escapes the site, accumulations will be removed at a frequency that minimizes off-site impacts, and prior to the next rain event, if feasible.

Spill Response Procedures

Spills of toxic or hazardous substances exceeding reportable quantities (70 gallons or more) need to be reported to the Duty Office of the Minnesota Department of Public Safety at (800) 422-0798. The reportable quantity for oil is five gallons or more on soil or any quantity released to surface waters. The primary and secondary facility contacts will be responsible for notifying appropriate authorities of spill incidents.

Dust and Noise Control Plan

All access roads to the site will continue to be maintained.

Operating procedures will be utilized to the extent possible to control dust and noise to meet the performance standards as regulated in the Ordinance. During any mining operation, water with limited use of chemical binders may be utilized as a last alternative to control any dust problems. Noise levels will not exceed the standards as regulated in MN Rules Chapter 7030.

All mining operations will be conducted in compliance with applicable county, state, and federal regulations. The applicant will consult with the MPCA regarding the Air Emission permitting requirements and the MN DNR and MOH regarding water permitting standards.

Reclamation Plan

A conceptual reclamation plan has been developed in conformance with Nicollet County requirements for the planned after-use of the affected areas and the nature and extent of reclamation. Final reclamation of the site will commence after mining activities cease. Prior to reclamation, all equipment, stockpiles and debris will be removed from the site. The proposed site reclamation will consist of reclaiming the site to a combination of native prairie grassland, future industrial land use, and pond feature. Reclamation will consist of native prairie seeding to open prairie grassland with final grade at a maximum of 3H:1V contours on the side-slopes down to the final excavation depth. Topsoil will be restored to a depth sufficient for plants to become established, which is a minimum of approximately 2-6 inches. The grading will consist of restoring the site with remaining overburden and potentially clean

topsoil from offsite if needed. Grading will be utilized to create a basin that will capture storm water surface runoff from the site and allow stormwater to infiltrate and remain onsite. The undisturbed areas on the site (setback areas) will remain in the current naturally vegetated state. Reclamation areas will be seeded with a native grass mix (MN State Seed Mix 35-221 or a comparable alternative). Preparation, seeding and maintenance should be conducted per BWSR or MnDOT seeding guidelines. Final reclamation will be dependent upon site conditions and the final depths of mining. More information regarding the reclamation plan is listed below.

The applicant wishes to be provided flexibility in the reclaimed elevation with final reclaimed elevation dependent upon the depth of excavation and the amount of material remaining. There is also the possibility of future industrial land use when Pit #1 is reclaimed due to it's adjacency to other operations.

Please note that the reclamation plan developed is conceptual in nature and is subject to changes based on future regional comprehensive planning of this area.



ATTACHMENT E
Site Photographs









DISPLAYNAME	MAILINGADDR	MAILINGCITYSTATEZIP
BODE HOWARD R REVOCABLE TRUST	1586 250TH ST E	FARIBAULT MN 55021
ULLAND BROTHERS INC	1634 HWY 210	CARLTON MN 55718
FLUEGEL ROGER L REVOCABLE TRUST	200 E CARTMILL AVE	TULARE CA 93274
DRILL JANICE E	28 FIEMEYER DR	COURTLAND MN 56021
NORTHERN STATES POWER CO	414 NICOLLET MALL	MINNEAPOLIS MN 55401
Tim Harmening- Courtland Township	43370 541st Ave	Courtland, MN 56021
NICOLLET (COUNTY OF)	501 S MINNESOTA AVE	SAINT PETER MN 56082-2507
BODE STANLEY A	50755 478TH ST	COURTLAND MN 56021
STRUSS TIMOTHY & JANE M STRUSS	51154 506TH ST	COURTLAND MN 56021
VOGES DALE H & DONNA K VOGES	51589 478TH ST	COURTLAND MN 56021
FRIEL JESSICA A & TREVOR FRIEL	51699 506TH ST	COURTLAND MN 56021
HULKE SHERI L	51771 COUNTY ROAD 21	COURTLAND MN 56021
N&V GLEASON FAMILY TRUST	51945 506TH ST	COURTLAND MN 56021
OLSON TERESA	912 S MINNESOTA ST	NEW ULM MN 56073



PLANNING & ZONING ADVISORY COMMISSION CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT

Name of Applicant Ulland Brothers, Inc.

Hearing September 19, 2023

Property Owner Ulland Brothers, Inc.

BOC Meeting September 26, 2023

File PLN23-12

Use Request Three-year review of a mineral extraction permit to mine, crush, and stockpile gravel, and operate a bituminous/concrete batch plant

FINDINGS OF FACT

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

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is permitted within the Agricultural Preservation, Conservancy and Shoreland Zoning Districts. The applicant has a valid NPDES permit.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The size and function of the operation is reasonable for the location. County Road 25 is a ten (10) ton road, and the anticipated burden to the existing roads and utilities appears to be minimal.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The mining area is mostly shielded from the surrounding properties, and the operation is similar to other mineral extraction operations in the local area. A reclamation plan is on file with the County for when mining operations cease.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The operation is shielded from public view, and the requested use is similar to other mining operations in area.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is generally consistent with Nicollet County Land Use Ordinances.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Aggregate operations provide vital jobs and revenue for local businesses, and this requested use is in harmony with the Comprehensive Plan.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No blasting is taking place on site. The roads will be treated for dust.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is permitted within the Agricultural Preservation, Conservancy, and Shoreland Zoning Districts. The operation is typical of a mining pit in the County.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The applicant has a valid NPDES permit, and is not using or storing explosives nor hazardous waste on site.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

10. The requested use ☐ WILL ☒ WILL NOT have adverse effect upon public health, safety and welfare due to the following other factors:

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use appears to meet all County standards. The operation appears to pose no adverse effect upon public health, safety and welfare.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION

☒ RECOMMENDS APPROVAL OF THE REQUESTED USE ☐ RECOMMENDS DENIAL OF THE REQUESTED USE

THIS DECISION WAS BASED UPON

- | | |
|--|--|
| <input checked="" type="checkbox"/> Application | <input checked="" type="checkbox"/> Site visit |
| <input checked="" type="checkbox"/> Information received at public hearing | <input checked="" type="checkbox"/> Staff Report |
| <input checked="" type="checkbox"/> Pictures | |

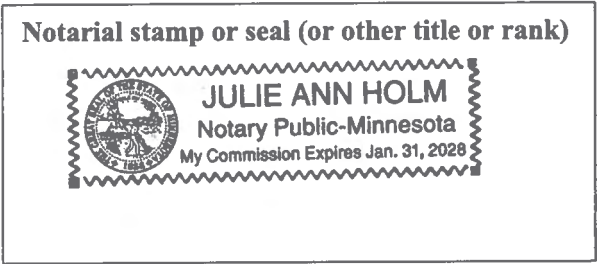
SPECIAL CONDITIONS ARE LISTED ON THE RECORDED CONDITIONAL USE PERMIT AND IN THE RECORD.

FACTS SUPPORTING THE ANSWER TO EACH QUESTION ABOVE ARE HEREBY CERTIFIED AS THE FINDINGS OF THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION.

Date: 9/20/2023 Chair: Dave Ubel

STATE OF MINNESOTA
COUNTY OF NICOLLET

The foregoing instrument was acknowledged before me this 20th day of September 20 23,
by Dave Ubel.



Julie Holm
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



CONDITIONAL USE PERMIT

MINERAL EXTRACTION PERMIT RENEWAL

GP-75 LLC

PLN23-13

**NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION**

SUBJECT:	Three year review of a mineral extraction Conditional Use Permit, PLN23-13
APPLICANTS:	Matt Brostrom & Shari Brostrom
LANDOWNER:	GP-75 LLC
LOCATION:	Northeast ¼ of the Southeast ¼ & the Southeast ¼ of the Southeast ¼, Section 32-111-26 in Lake Prairie Township
PARCEL NO:	07.132.1505
EXISTING ZONING:	Conservancy Zoning District
HEARING DATE:	09/19/23
COUNTY BOARD DATE:	09/26/23

REQUEST

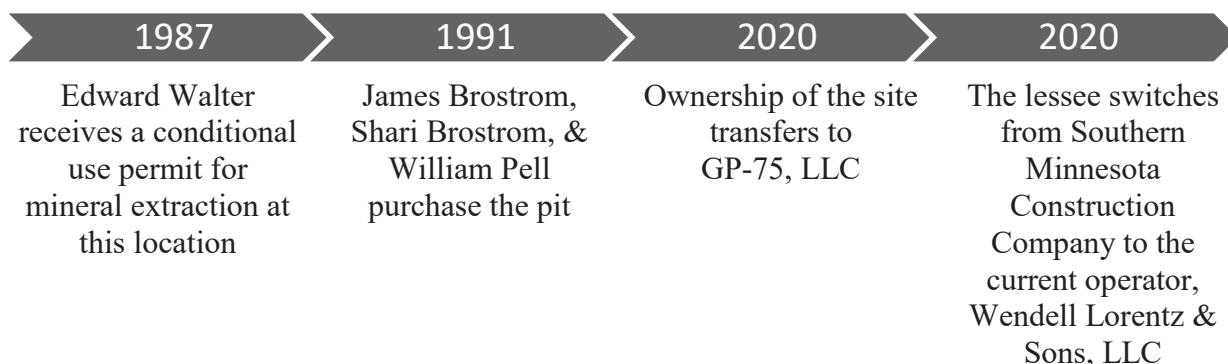
The Applicants are requesting a three year review of their mineral extraction permit to mine, crush, and stockpile gravel, and to operate a hot mix plant on site.

ORDINANCE:

Mineral extraction operations are required to renew their conditional use permit every three (3) years per Nicollet County Zoning Ordinance 424.2 (3).

PROJECT DESCRIPTION

Timeline:



Operations:

The Applicants state they have removed 295,000 tons of material from the roughly eleven (11) acre aggregate mine over the past three (3) years. Gravel is extracted, crushed, and stored using typical equipment such as front end loaders, bulldozers, scrapers, and excavators. The site is also permitted for a hot mix plant, although it is not being used at this time. Sand, gravel, clay, recycled asphalt, concrete, and limestone may be stockpiled or used on site for the hot mix plant.

Equipment is stored in a designated area on the western part of the property, and consists of shipping containers, a small shed, and a fuel tank with a pump. Fuel is delivered from local vendors as needed. Electricity comes from hard wired sources but is also produced with generators.

Area of Operation:

The original conditional use permit from 1987 specified that mining was only to take place in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32-111-26, which is about half of the existing property. Subsequent staff reports for renewal hearings from 1995 through 2011 stated the permitted mining area consists of ten (10) acres within this Quarter-Quarter. Moreover, documentation submitted by the Applicants during this time period also supports the maximum permitted area totaling ten (10) acres.

The record, however, is not in agreeance as to the extent of the permitted limits of the pit. The legal description listed on the permit was changed from the Quarter-Quarter to a full description of the property in 1993. The 2014 permit renewal included plans for mining and reclaiming the full property, which was submitted and approved with each subsequent hearing. These plans are undated and may have been created before 2014. It is impossible to compare them to what was originally approved, as the only document retained from 1987 was the permit itself.

In light of the permitted mining area discrepancies within the record, the Applicants have submitted an updated operations plan to clarify existing and future mining areas of the pit. Aggregate is expected to a depth of at least seven hundred fifty (750) feet and will continue north.

Access:

The site does not have direct access to a public road. Access to U.S. Highway 169 is achieved by crossing the Woelpern pit from the southeast of the site. Access to County Road 20 is provided by an easement across the Walter property from the west.

Appearance:

The pit is screened from neighboring properties, the road, and the Minnesota River by berms and trees. The mining area is at a higher elevation than the neighboring Kendall and Geldner Brothers' pits to the east, which also provides some screening.

Setbacks:

The mining area has encroached within the fifty (50) foot setback along the eastern property line towards the Kendall Pit. Nicollet County Zoning Ordinance 724.5 (17) allows mineral extraction operations to encroach within the property line setback provided the permission is secured from the neighboring property owner and recorded. The Applicants have an agreement with the Kendall Pit to mine up to the property line from 2011. It does not appear to have been recorded, but it is on file with the Property Services Department.

The extraction operation seamlessly crosses the property line to the south into the Woelpern pit; both mines are owned by the Applicants and function in tandem. The setback appears to have been generally maintained in all other directions.

Blasting:

No blasting occurs on site.

Bond Requirements:

The Applicants have a bond on file in the amount of \$20,000. The required amount is \$2,500 per acre due to the pit pre-existing the 2014 Mineral Extraction Zoning Ordinance amendment requiring \$5,000 per acre.

The Applicants will need to submit an updated bond in the amount of \$26,250 to cover the current mined area. Staff has recommended an updated bond be provided as a condition before the permit is issued.

Hours of Operation:

The pit operates Monday through Sunday as needed, from 6 a.m. to 7 p.m. In 2014, the Applicants were approved to deviate from Section 724.5(9) of the Zoning Ordinance which requires mining operations to be conducted between 7 a.m. and 7 p.m. The change was requested in order to meet a five (5) year project supply estimate from MNDOT. The additional hour in the morning has been approved as part of their conditional use permit renewals since.

Stormwater & Wash Plant Water

Stormwater on the site drains into a pond on the southern part of the property, which naturally filters water into the ground. Water in the pond is controlled by a berm.

Dust, Noise, & Odor Control:

Water is spread on the road as needed to control dust. Noise and odor are not expected to be outside of the typical range for a gravel pit and hot mix plant. Andrew Lorentz with Wendell Lorentz & Sons Construction is the point of contact for any dust, noise, or odor related complaints.

Reclamation Plan:

The Applicants have a restoration plan on file showing a pond being created in the north and south of the property. The edges of the mine will be smoothed, and vegetation will be allowed to naturally regrow. The anticipated end use is a wildlife habitat.

Waste Disposal:

The Applicants state waste is disposed of offsite as needed.

SURROUNDING LAND USE

The seventy-four (74) acre property is surrounded by other mines to the south and east, rural residences to the west, and farmland to the north. There is forested land and bluff in all directions, with Highway 169 being a short distance to the east.

MINNESOTA POLLUTION CONTROL AGENCY STANDARDS

The Applicants have submitted a National Pollutant Discharge Elimination System (NPDES) Permit from the Minnesota Pollution Control Agency that expires May 31, 2027.

NEIGHBOR NOTIFICATION

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

CONDITIONAL USE PERMIT CRITERIA

- 1. Given the nature of the land, the requested use is compatible with the general welfare, public health and safety.**
 - Mineral extraction is a conditionally permitted use in the Conservancy Zoning District.
 - The use is similar to other mineral extraction operations within the County.
 - The Applicants have a valid NPDES Permit and are not using explosives nor storing hazardous waste on site.
- 2. The requested use will not create an unreasonably excessive burden on the existing roads or utilities.**
 - The size and function of the facility is not unreasonable for the location, as the pit has access to Highway 169 & County Road 20.

- It appears the burden on public infrastructure will be minimal.
- 3. The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.**
- The request is screened from surrounding land uses by berms, trees, and topography.
 - No unreasonable noise, odor, or glare is expected. The Applicants have a method of controlling dust.
 - An end use plan is on file, and the Applicants will be required to restore the property when extraction operations cease.
- 4. The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.**
- The operation appears to be typical for mineral extraction within the County.
 - The use adheres to the applicable standards of Sections 724.5(3) and 724.5(16) of the Zoning Ordinance for the appearance and screening of mineral extraction facilities.
- 5. The requested use is consistent with the Nicollet County Land Use Ordinances.**
- The request meets the applicable standards and requirements found in Sections 505, 603, and 724 of the Zoning Ordinance for mineral extraction conditional use permits.
- 6. The requested use is not in conflict with the Nicollet County Comprehensive Plan.**
- The Comprehensive Plan states that the aggregate industry provides vital jobs for residents and revenue for local businesses.
 - The Comprehensive Plan states that Nicollet County will continue to work with aggregate businesses, such as this one, to ensure that these operations can continue in a sustainable and environmentally friendly manner.
- 7. The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.**
- No noise, odor, glare or general unsightliness beyond what is reasonable for a gravel pit is expected.
 - The Applicants have a method of controlling dust and handling complaints.
 - The request is screened from surrounding land uses by berms, trees, and topography.

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

- Mineral extraction is a conditionally permitted use in the Conservancy Zoning District.

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

- The Applicants have a valid NPDES Permit.
- The Applicants are not using explosives nor storing hazardous waste on site.
- Any changes to the operation will require an amended conditional use permit.

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

- The request as proposed appears to meet most County standards, with no apparent adverse effects to public health, safety, and welfare.

RECOMMENDATIONS

1. The Applicants undertake the project according to the plans and specifications submitted to the County with the application.
2. The conditional use permit will be periodically reviewed by the County to ensure compliance with the permit and permit conditions.
3. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
4. Dust control measures shall be implemented if needed.
5. The conditional use permit to mine, crush, wash, and stockpile gravel shall be reviewed in September of 2026.
6. Prior to issuance of this conditional use permit, a bond/letter of credit in the amount of \$2,500 per actively mined or not yet reclaimed acres must be submitted to Property Services and kept in force during the time of operation.
7. A continuation certificate of the bond shall be sent to Nicollet County Property Services with no lapse in time during the course of this permit.
8. The Applicants shall conduct mining operations between 6 a.m. and 7 p.m., except in the event of an emergency.

Applicants: Matt Brostrom & Shari Brostrom
Landowners: GP-75 LLC

PLN23-13

ATTACHMENT A	Application
ATTACHMENT B	Location Map
ATTACHMENT C	Aerial Map
ATTACHMENT D	Submitted by Applicant
ATTACHMENT E	Site Photographs
ATTACHMENT F	Neighbor Notification List
ATTACHMENT G	Criteria for Conditional Use Permit



PROPERTY SERVICES DIVISION

501 S MINNESOTA AVENUE, SAINT PETER, MN 56082

507-934-7070

PLANNING & ZONING ADVISORY COMMISSION APPLICATION

TOTAL FEES: \$496.00

Map#: 832400012

Parcel#: 07.132.1505

Permit#: PLN23-13

Date: 8/23/2023

Applicant: Matt Brostrom & Shari Brostrom

Telephone: 507 317 3641

Owner: GP-75 LLC

Property Address: 07.132.1505

Abbreviated Legal Description: NESE 32-111-26 & SESE 32-111-26

Township: Lake Prairie Township

Zoning District(s): CONSERVANCY

Record Type: Conditional Use Permit

Subtype: New

Category: Other

Description: Mineral Extraction CUP Renewal

G.C. Licence#: n/a

Job Cost: n/a

PERMIT EXPIRATION DATE: 8/23/2024

Matt Brostrom
MATT Brostrom (Aug 23, 2023 15:56 CDT)
APPLICANT SIGNATURE

Aug 23, 2023
DATE

James Gaudier
PROPERTY SERVICES

08/23/23
DATE

ATTACHMENT A
Application


PLN23-13 App


Final Audit Report


2023-08-23


Created:	2023-08-23
By:	Spencer Crawford (Spencer.Crawford@co.nicollet.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHU8WShf947oNPwnvq8Ho2vnyIG6bv_Bi

"PLN23-13 App" History


 Document created by Spencer Crawford (Spencer.Crawford@co.nicollet.mn.us)
2023-08-23 - 8:52:44 PM GMT

 Document emailed to mattb@pellinc.com for signature
2023-08-23 - 8:53:12 PM GMT

 Email viewed by mattb@pellinc.com
2023-08-23 - 8:55:59 PM GMT

 Signer mattb@pellinc.com entered name at signing as Matt Brostrom
2023-08-23 - 8:56:40 PM GMT

 Document e-signed by Matt Brostrom (mattb@pellinc.com)
Signature Date: 2023-08-23 - 8:56:42 PM GMT - Time Source: server

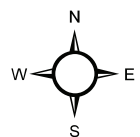
 Agreement completed.
2023-08-23 - 8:56:42 PM GMT



ATTACHMENT B
Aerial Map



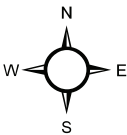
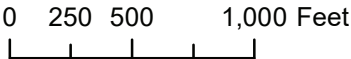
0 125 250 500 Feet



Disclaimer: The information herein is intended to be a true representation of available records. However, there is no guarantee to the user as to the accuracy, suitability, or reliability of this data for any purpose. Nicollet County assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data. The user accepts the data "as is", and assumes all risks associated with its use. By acceptance of this data, the user agrees not to transmit this data or provide access to it or any part of it to another party.



ATTACHMENT C
Location Map



Disclaimer: The information herein is intended to be a true representation of available records. However, there is no guarantee to the user as to the accuracy, suitability, or reliability of this data for any purpose. Nicollet County assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data. The user accepts the data "as is", and assumes all risks associated with its use. By acceptance of this data, the user agrees not to transmit this data or provide access to it or any part of it to another party.



MINERAL EXTRACTION CHECKLIST

The following information is required to be provided for a conditional use permit application. Additional information may be required, as determined necessary by the Zoning Administrator and per Section 724 of the Zoning Ordinance.

NUMBER OF ACRES AS FOLLOWS:

8 Acres being mined or used for mining purposes (stockpiles, equipment storage, haul roads, etc).
65 Acres permitted and remaining to be mined in future phases.
1.5 Acres where land reclamation has occurred.
0 Acres not permitted to be mined (non-mining related acres).
74.5 Total acreage of property.

TONNAGE OF MATERIAL REMOVED:

295,000 Tons of material removed from site over the past three (3) years, or since last permit renewal date.

Include a copy of the renewed **BOND** or **LETTER OF CREDIT** for the site. Continuation letters must to be sent to the Property Services Office on years when the permit is not scheduled for renewal.

PLEASE PRINT:

Property Owner: GP-75, LLC
 Owner's Address: 47091 333rd Ave, Kasota, MN 56050
 Contractor working the site: Wendell Lorentz & Sons
 Contractor's address: 125 Kingsway Dr., Mankato, MN 56001
 Contractor's phone number: 507-388-4182
 Date: August 18, 2023
 Applicant (Landowner or Contractor) Signature: [Signature]
 Parcel No. 07.132.1505 Map No. _____

Revised 11-29-18 JH

ATTACHMENT D
Submitted by Applicant

Mission Statement
Providing efficient services
with innovation and accountability.

Leadership. Efficiency.
Accountability. Innovation.
Integrity.

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

OPERATING PLAN FOR GP-75, LLC

The equipment that is operating at these locations is your standard construction vehicles straight trucks, semis, and pickup trucks. The machinery includes but is not limited to loaders, excavators, dozers, screening, crushing, and washing equipment. This is just an example of the equipment that could be onsite and doesn't not necessarily mean that it is operating all at the same time. Currently we are not operating any hot mix plants.

The estimated number of daily trip is approx. around 25, with peak days surpassing that. Control measures are in place such as water to address dust and the pit locations are operating within allowable noise thresholds

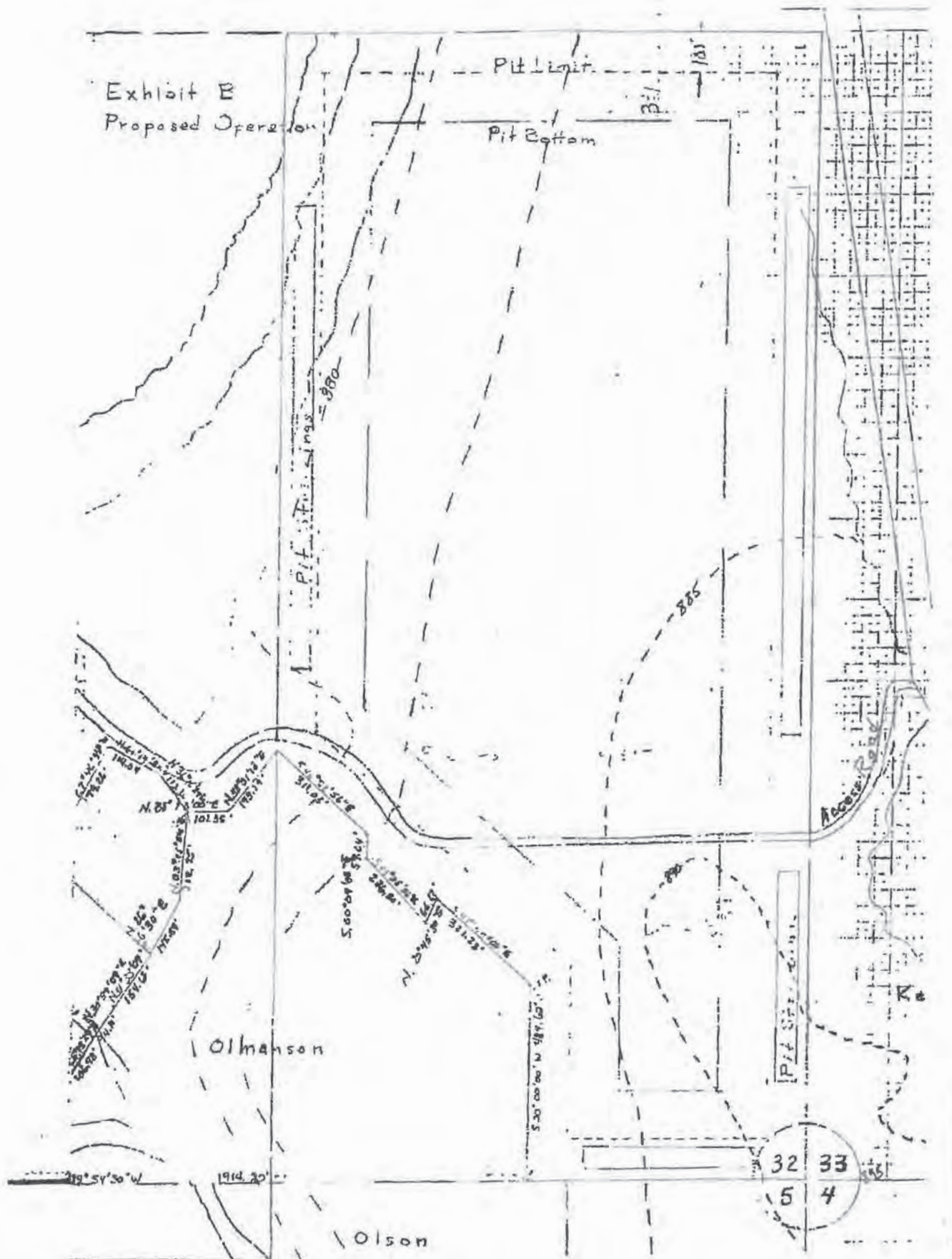
Materials stored onsite include fuel and fluids that are commonly associated with heavy machinery

Waste products are disposed of offsite, using the appropriate professional services for disposal when needed

Hours of operation are consistent with county ordinances Monday – Sunday 6:00 am – 7:00pm

Andrew Lorentz is the contact- (507)340-8901 is the complaint management person.

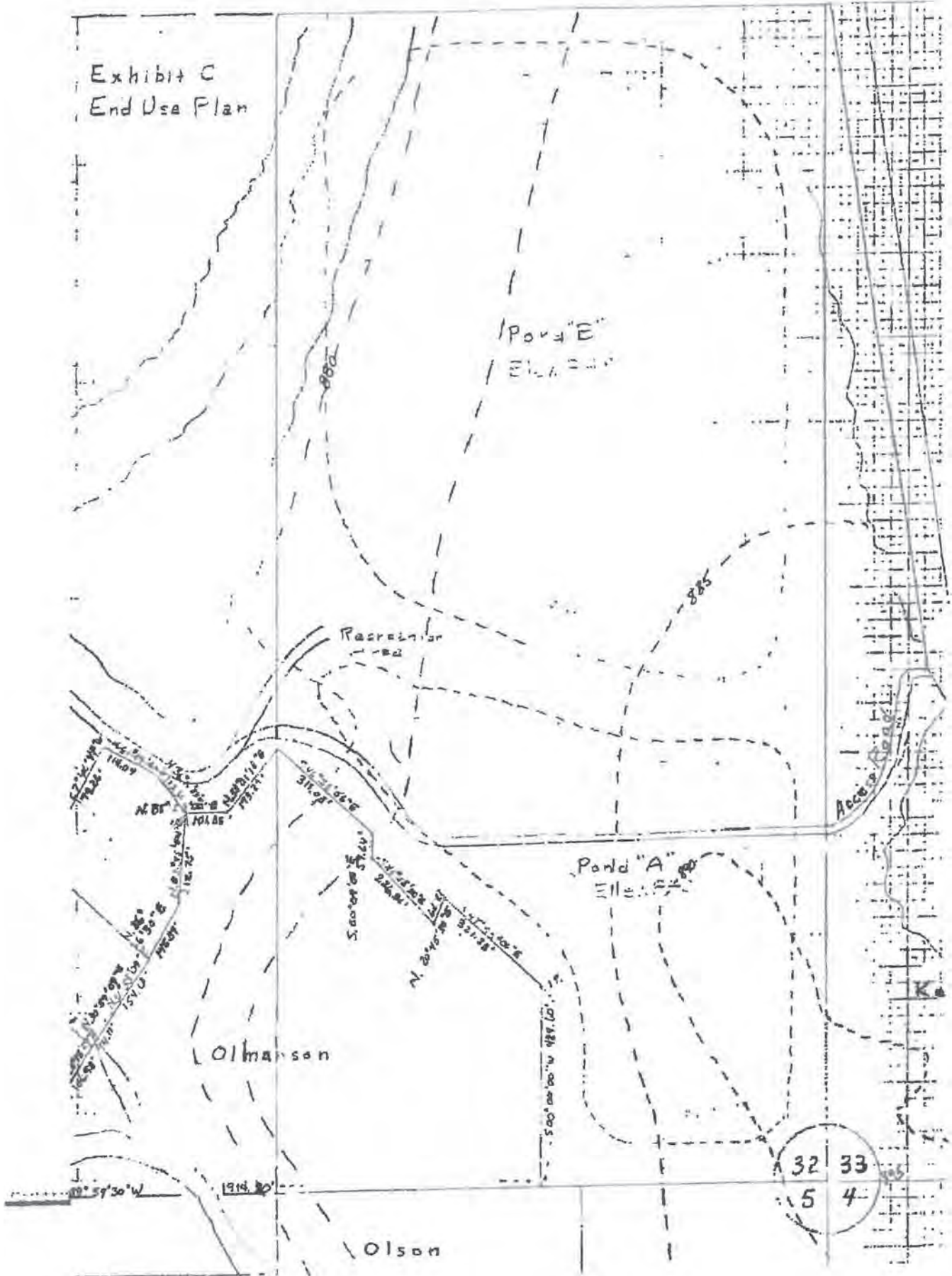
Storm water is diverted to the holding pond in the pit. There are berms around pit to control the water.

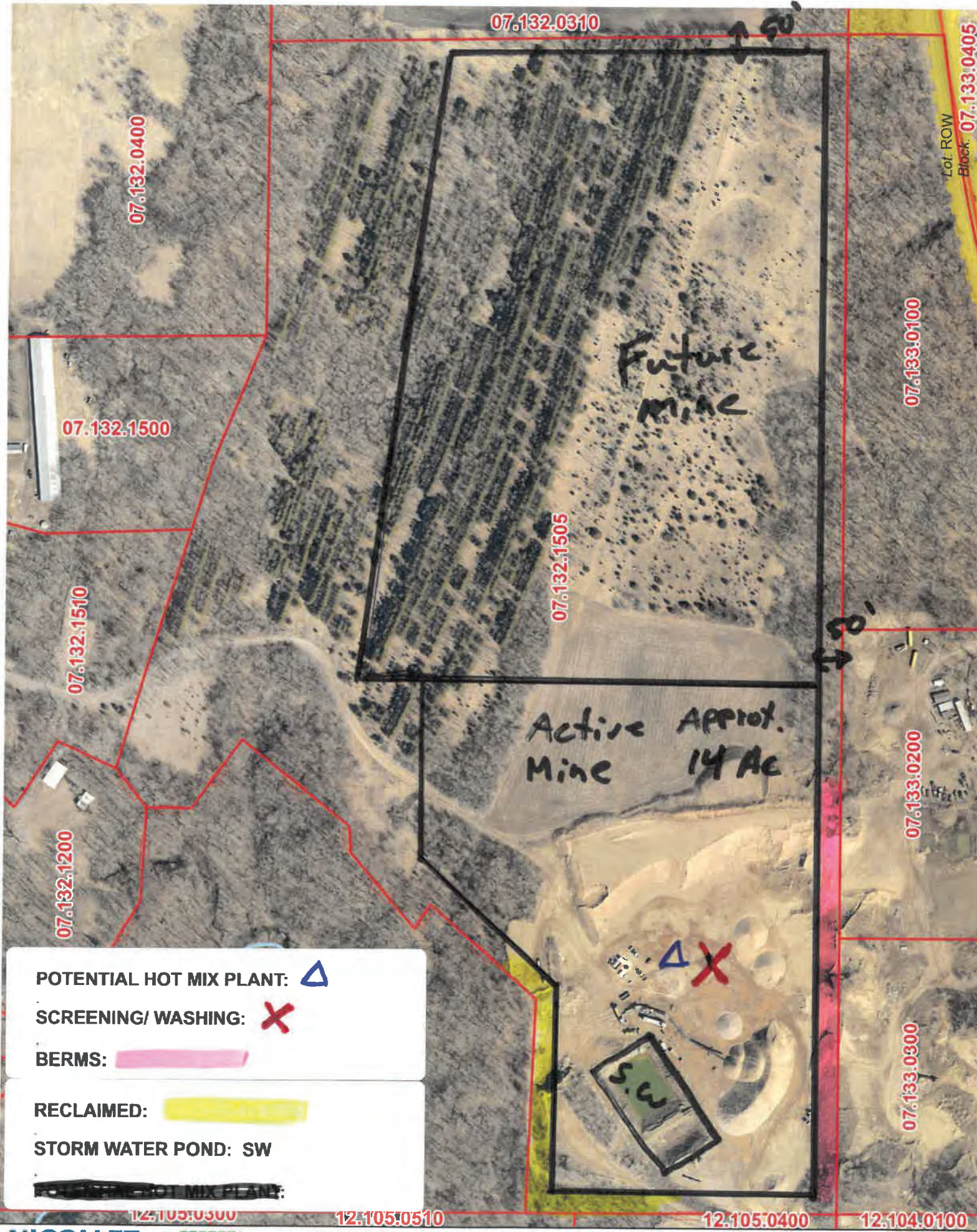


XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXX

ORIGINAL PIT PLAN

Exhibit C
End Use Plan





POTENTIAL HOT MIX PLANT: 

SCREENING/ WASHING: 

BERMS: 

RECLAIMED: 

STORM WATER POND: SW

~~POTENTIAL HOT MIX PLANT:~~

15 April, 2011

WW Blacktopping is hereby authorized to mine up to the ^{East} property line of the Brostrom Pit.

This agreement is acceptable if WW to supplying the same agreement allowing Brostrom to mine to the property line.

Shari Brostrom
Shari Brostrom

James Brostrom
James Brostrom

William B. Pell
William B. Pell



April 21, 2011

Southern Minnesota Construction is hereby authorized to mine up to the property line of the Mark Kendall Pit.

This agreement is acceptable if Southern Minnesota Construction to supplying the same agreement allowing Mark Kendall to mine to the property line.

Mark Kendall *Mark Kendall*



Susan Kendall

Susan Kendall

Doug [Signature]
SMC 5-4-2011



4700 WEST 77TH STREET
EDINA, MN 55435 - 4818
(952) 835-5350 | (800) 862-6070
www.wnins.com

BOND EXECUTION REPORT – RENEWAL - CONTINUOUS

AGENCY:

PELL INSURANCE & REAL ESTATE
221 NASSAU ST
SAINT PETER , MN 56082

PRINCIPAL:

WENDELL LORENTZ & SONS INC
PO Box 847
Mankato, MN 56002-0847

OBLIGEE:

NICOLLET COUNTY
501 S Minnesota Ave
Saint Peter, MN 56082-2507

SURETY:

Western National Mutual Insurance Company
4700 W 77th St
Edina, MN 55435-4818

BOND INFORMATION:

Bond Number:	56567	Type of Bond:	Western National Generic License Bond (Other)
Date of Execution:	01/03/2023	Class Code:	906
Effective Date:	03/30/2023	Expiration Date:	03/30/2024
Penal Sum:	\$20,000.00	State:	Minnesota
Premium:	\$200.00	Billing Method:	B (B= Agency Bill, D = Direct Bill)
Commission:	30.00%		

NOTES:

GP-75, LLC

Western National appreciates your business! We are pleased to offer renewal of the above captioned bond. This bond is continuous until cancelled so no additional documentation is required. The premium will be billed according to the billing method listed above:

Direct Bill Payments - Bill Pay: (800) 352-2772 - Payment can be made on-line or by mail to:
Western National Insurance Group - P.O. Box 59184 Minneapolis, MN 55459-0184.

Agency Bill - Statements are mailed monthly to the agency with net amount due for the total statement.

National Pollutant Discharge Elimination System/State Disposal System
MNG490596

Permittee: W Lorentz Construction
Facility name: W Lorentz Construction
City or Township: New Ulm, **County:** Brown
Issuance date: June 23, 2023
Expiration date: May 31, 2027

The state of Minnesota, on behalf of its citizens through the Minnesota Pollution Control Agency (MPCA), authorizes the Permittee to operate a disposal system at the facility named above and in accordance with the requirements of this permit.

The goal of this permit is to reduce pollutant levels in point source discharges and protect water quality in accordance with the U.S. Clean Water Act, Minnesota statutes and rules, and federal laws and regulations.

This permit is effective on the issuance date identified above. This permit expires at midnight on the expiration date identified above.

Signature: *Elise M. Doucette*

This document has been electronically signed.

Elise M. Doucette, Supervisor
Water Section
Industrial Division

for the Minnesota Pollution Control Agency

Submit eDMRs

Submit via the MPCA e-Services at

https://rsp.pca.state.mn.us/TEMPO_RSP/Orchestrate.do?initiate=true

Submit WQ reports to:

Electronically: wq.submittals.mPCA@state.mn.us

Include *Water quality submittals form*:

<https://www.pca.state.mn.us/sites/default/files/wq-wwprm7-71.docx>

Questions on this permit?

- For eDMR and other permit reporting issues, use the directory listed at the bottom of the DMR page:
<https://www.pca.state.mn.us/business-with-us/discharge-monitoring-reports>
- For specific permit requirements, contact your compliance staff: <https://www.pca.state.mn.us/business-with-us/wastewater-compliance-and-enforcement-staff>
- Wastewater Permit Program general questions, contact: MPCA, 651-282-6143 or 800-657-3938

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4. Limits and monitoring.....	34

Permit issued: June 23, 2023
Permit expires: May 31, 2027

MNG490596
Page 3 of 34

1. Summary of stations and station locations

Station	Type of station	Local name	PLS location
LA 001	MNG49 Dewatering, Non-discharging	Drill Pit (J1-1442)	T109N, R29W, S09, NW Quarter
LA 002	MNG49 Wastewater	Brostrom Pit (J1-1442)	T111N, R26W, S32, SE Quarter
LA 003	MNG49 Wastewater	Nelson Pit (J1-1442)	T107N, R27W, S06, NW Quarter

2. Permit requirements

MNG490596	W Lorentz & Sons Construction, Inc	
		Non-Metallic Mining and Associated Activities General Permit Requirements
	2.1.1	Applicability. [Minn. R. 7001]
	2.1.2	<p>This permit authorizes stormwater discharges associated with the following industrial activities:</p> <ul style="list-style-type: none"> a. Construction sand and gravel (Standard Industrial Classification [SIC] Code 1442) and industrial sand mining areas (SIC Code 1446) - hereinafter Subsector J1. b. Dimension stone (SIC Code 1411), crushed and broken limestone (SIC Code 1422), crushed and broken granite (SIC Code 1423), crushed and broken stone (not elsewhere classified, SIC Code 1429) mining and quarrying areas - Subsector J2. c. Asphalt production areas, also known as asphalt paving mixtures and blocks (SIC Code 2951), including portable asphalt plants - Subsector D1. d. Concrete block and brick (SIC Code 3271), concrete products other than block and brick (SIC Code 3272), and ready-mix concrete (SIC Code 3273), including portable concrete plants - Subsector E2. e. Recycling and storage of materials approved in Minn. R. 7035.2860 (Beneficial Use of Solid Waste) at sites engaged in facility activities associated with all SIC Codes listed in a. through d. above. f. Activities associated with the above facilities noted, including maintenance activities and facilities, unless otherwise prohibited in this permit. <p>This Permit authorizes stormwater discharges associated with construction activity and small construction activity, as defined in 40 CFR parts 122.26(b)(14)(x) and (b)(15), respectively. The Permittee shall comply with the "Stormwater Discharge Design Requirements" chapter and the "Construction Activity Requirements" chapter of the MPCA Construction Stormwater (CSW) NPDES general permit (https://www.pca.state.mn.us/sites/default/files/wq-strm2-68a.pdf) when conducting construction activity and small construction activity. Earth disturbing activities conducted as a normal part of post-construction use of the permitted facility do not trigger the need for CSW permit coverage. The earth disturbing activity has to be part of a project to build, demolish, or replace a structure (e.g., building, road, pad, pipeline, transmission line) to trigger the need to comply with the CSW permit. Earth disturbance that is a normal part of the long-term use or maintenance of the property is not "active construction" and does not trigger the need for CSW permit coverage. [Minn. R. 7001]</p>
	2.1.3	This permit authorizes non-stormwater discharges to surface waters of the state from dewatering of mine or quarry areas at J1 and J2 Subsectors that meet the effluent limits and requirements in this permit. [Minn. R. 7001]
	2.1.4	<p>This permit authorizes non-stormwater discharges that do not discharge to a surface water of the state provided these discharges are not already authorized in a separate NPDES/SDS permit. Non-stormwater that co-mingles with stormwater is considered a non-stormwater discharge (wastewater) and must be managed compliant with this Permit. To be authorized under this permit, the following discharges must be collected, contained or infiltrate into the ground and Best Management Practices must be implemented to prevent contamination of groundwater:</p> <ul style="list-style-type: none"> a. Aggregate wash water from Subsector J1 and J2 facilities. b. Dredging operations from Subsector J1 and J2 facilities. c. Installation, construction, and operation of wet scrubbers at asphalt production areas, including portable asphalt plants (Subsector D1). d. Washing trucks, mixers, transport buckets, forms and/or other equipment at concrete block

		<p>and brick, concrete products other than block and brick, and ready-mix concrete facilities (Subsector E2).</p> <p>e. Uncontaminated scale deck wash water that does not use detergents, solvents, or degreasers.</p> <p>f. Stormwater and deck wash water collected in holding tanks under scales.</p> <p>g. Wash water associated with cleaning of mobile equipment that does not use detergents, solvents, or degreasers.</p> <p>h. Waters used for sawing stone or dust control on crushers, conveyors, associated equipment, stockpiles, and site roadways.</p> <p>i. Boiler blowdown and reverse osmosis reject.</p> <p>j. Low or high pressure steam curing.</p> <p>k. Noncontact cooling water used for dryer, pump and air compressor cooling.</p> <p>For wastewater discharges listed above, see the Technology Based Effluent Limits - Non-Stormwater Discharges section of this permit for Wastewater Basin Design and Construction Requirements for newly constructed basins as of the issuance date of this permit. [Minn. R. 7001]</p>
	2.1.5	<p>This permit authorizes non-stormwater discharges provided these discharges are not already authorized in a separate NPDES/SDS permit and that appropriate Best Management Practices are utilized to minimize erosion and the discharges of sediment when necessary:</p> <p>a. Emergency fire-fighting activities.</p> <p>b. Fire hydrant and fire suppression system flushing.</p> <p>c. Potable water line flushing.</p> <p>d. Uncontaminated condensate from air conditioners, coolers, and other compressors and from the outside storage of refrigerated gases or liquids.</p> <p>e. Landscape watering provided all pesticides, herbicides and fertilizers have been applied in accordance with manufacturer's instructions.</p> <p>f. Pavement wash waters where no detergents are used and no spills or leaks of potential pollutants such as fertilizers, salts, or toxic and hazardous materials have occurred unless all spilled material has been removed.</p> <p>g. Routine external building wash down that does not use detergents, solvents, or degreasers.</p> <p>h. Uncontaminated groundwater or spring water.</p> <p>i. Foundation or footing drains where flows are not contaminated.</p> <p>j. Incident windblown mist from cooling towers that collects on rooftops or adjacent portions of the facility, but not intentional discharges from the cooling tower (e.g. 'piped' cooling tower blowdown or drains). [Minn. R. 7001]</p>
	2.1.6	<p>Not all activities covered by this permit will be conducted at each site covered under this permit. Therefore, only those provisions of this permit that address activities occurring at a particular site are applicable to that site. [Minn. R. 7001]</p>
	2.1.7	<p>Activities Not Covered/Limitations on Coverage. [Minn. R. 7001]</p>
	2.1.8	<p>This permit does not authorize the discharge from the following activities except as authorized in the Applicability Section of this permit:</p> <p>a. Dewatering of mine or quarry areas other than those under Subsector J1 and J2.</p> <p>b. Surface water discharges of scrubber or other air emissions control wastewater, cooling or boiler wastewater, floor drains from process areas, equipment/vehicle washing, cleaning and maintenance wastewaters, and sewage.</p> <p>c. Contaminated groundwater discharges.</p> <p>d. Petroleum refinement.</p> <p>e. Manufacturing of asphalt or asphalt emulsions.</p> <p>f. Industrial sand mines (SIC 1446) that utilize HF flotation.</p> <p>g. Dredging or filling of wetlands or other surface waters of the state.</p> <p>h. Discharges of hazardous substances, lubricants, fuel leaks, or fuel spills.</p>

		i. Sites for which Environmental Assessment Worksheets or Environmental Impact Statements are required by Minn. R. ch. 116D and/or 42 U.S.C. Sec 4321 - 4370f, until that environmental review is completed. [Minn. R. 7001]
	2.1.9	This permit does not authorize new or expanded discharges that may cause or contribute to a violation of water quality standards unless it meets the requirements of 40 CFR 122.4(i). [40 CFR 122.4(i)]
	2.1.10	This permit does not authorize existing discharges that the MPCA determines will cause or contribute to a violation of water quality standards unless it meets the requirements of 40 CFR 122.44. [40 CFR 122.44]
	2.1.11	This permit does not authorize discharges that adversely impact or contribute to adverse impacts on a listed endangered or threatened species or adversely modify a designated critical habitat. This permit does not replace or satisfy any review requirements for endangered or threatened species, from new or expanded discharges that adversely impact or contribute to adverse impacts on a listed endangered or threatened species or adversely modify a designated critical habitat. The owner must conduct any required review and coordinate with appropriate agencies for any project with the potential of affecting endangered or threatened species, or their critical habitat. [Minn. R. 7001]
	2.1.12	This permit does not authorize discharges which adversely affect properties listed or eligible for listing in the National Register of Historic Places or affecting known or discovered archeological sites. This permit does not replace or satisfy any review requirements for historic places or archeological sites, from new or expanded discharges which adversely affect properties listed or eligible for listing in the National Register of Historic Places or affecting known or discovered archeological sites. The owner must be in compliance with the National Historic Preservation Act and conduct all required review and coordination related to historic preservation, including significant anthropological sites and any burial sites, with the Minnesota Historic Preservation Officer. [Minn. R. 7001]
	2.1.13	This permit does not authorize discharges to calcareous fens listed in Minn. R. 7050.0335. [Minn. R. 7050.0335]
	2.1.14	Mine site dewatering discharges from Subsectors J1 and J2 to the following receiving waters are not authorized by this permit: a. Outstanding Resource Value Waters (ORVWs) as defined by Minnesota Rules 7050.0335 and as listed in Minnesota Rules 7050.0470; b. Department of Natural Resources (DNR)-designated trout waters (trout waters are designated in Minn. R. 6264.0050, subp. 2 and 4); and c. DNR-posted fish-spawning areas. [Minn. R. 6264.0125]
	2.1.15	Authorization. [Minn. R. 7001]
	2.1.16	Permit Application. Owners and operators of a site or sites with covered facility activities identified in this permit, and who provide a complete and approvable application for a permit, are eligible for coverage under this permit for those activities. [Minn. R. 7001]
	2.1.17	Notice of Coverage. [Minn. R. 7001]
	2.1.18	Permittees requesting initial coverage are covered under this permit when the MPCA notifies them in writing of this coverage. [Minn. R. 7001]
	2.1.19	Additional sites may be covered under this permit provided that the new site(s) meet all applicability criteria in of this permit and that all information required by the Site Inventory Report Form is submitted to the MPCA at least 10 days prior to initiation of land-disturbing activities at the new site(s) or initiation of operation at a previously developed site. [Minn. R. 7001]
	2.1.20	Requiring an Individual Permit. [Minn. R. 7001]
	2.1.21	If the MPCA finds that the facility site of a permit applicant or a Permittee covered under this permit would be more appropriately covered under an individual permit, the MPCA may require an individual permit for the applicant or the Permittee, in accordance with

		Minn. R. 7001.0210, subp. 6. In considering whether it is appropriate to issue an individual permit for a site, the MPCA will consider whether the site is contributing, or may contribute, to a water quality standard violation. [Minn. R. 7001]
	2.1.22	This general permit does not cover activities or discharges covered under a pre-existing individual permit unless the MPCA has specifically revoked or terminated that individual permit. [Minn. R. 7001]
	2.1.23	<p>This general permit does not cover industrial sand mining activities (SIC Code 1446) that:</p> <ul style="list-style-type: none"> a. Meet or exceed the thresholds for mandatory environmental review and the agency determines the operations, emissions, activities, discharges, or facilities of the permit applicant or permittee have characteristics creating the potential for significant environmental effects; or b. The agency determines the need for site-specific permit requirements including, but not limited to, groundwater monitoring, additional surface discharge monitoring, hydrogeological study, etc. which are beyond those contained in this permit in order to protect waters of the state. <p>If the agency determines that a or b apply, a permit applicant or Permittee shall obtain coverage under an individual permit for the facility site. Sites that are required to obtain individual permit coverage, at the Permittee's request, may be reviewed for general permit eligibility following the first full term of individual permit coverage. [Minn. R. 7001]</p>
	2.1.24	Notice of Temporarily Inactive Site(s). [Minn. R. 7001]
	2.1.25	The Permittee(s) must ensure that permanent stormwater BMPs are in place if the site is temporarily inactive. [Minn. R. 7001]
	2.1.26	During the temporarily inactive period, intervention limit monitoring is not required, but the Permittee must indicate on the Comments field of the Discharge Monitoring Report the inactivity. Should the site become active, the Permittee is required to sample in accordance with the Monitoring Requirements section of the permit for the calendar year the site becomes active. [Minn. R. 7001]
	2.1.27	Notice of Inactive Site(s). [Minn. R. 7001]
	2.1.28	The Permittee(s) must ensure stabilization of the site upon cessation of mining activities. Stabilization shall be initiated immediately after the termination of the mining operation and upon completion the area shall be restored to its intended state. [Minn. R. 7001]
	2.1.29	<p>The Permittee(s) must complete the following to achieve final stabilization:</p> <ul style="list-style-type: none"> a. The drainage ways that leave the site must be stabilized to prevent erosion with riprap or other protective material. b. All soils must be stabilized by a uniform perennial vegetative cover with a density of 70 percent over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions. c. Temporary BMPs for erosion prevention, such as synthetic liners and silt fences, must be removed. BMPs designed to decompose on site (such as some compost logs) may be left in place. d. All sediment must be removed from conveyances and from temporary sedimentation basins that are to be used as permanent water quality management basins in order to sufficiently return the basin to design capacity. Sediment must be stabilized to prevent it from being washed back into the basin, conveyances or drainage-ways discharging off-site or to surface waters. e. Other BMPs as necessary must be implemented so as to prevent erosion from the site excavation areas and stockpiles that have been used by the Permittee. [Minn. R. 7001]
	2.1.30	In order to have permit coverage terminated and have the Permittee released from inspection, recording and reporting requirements, the Permittee shall ensure and certify on the Site Inventory Form for site(s) where the Permittee no longer conducts the activities authorized by this permit that:

		<p>a. The site closure achieves final stabilization requirements, or</p> <p>b. There is no longer a discharge of pollutants to waters of the state, including groundwater, from activities covered by this permit; or</p> <p>c. The Permittee supplies the name and contact information for the new owner or operator that is responsible for the site. [Minn. R. 7001]</p>
	2.1.31	Water Quality Based Effluent Limits. [Minn. R. 7001]
	2.1.32	A wastewater discharge shall not cause or contribute to a violation of water quality standards unless the discharge meets all requirements of 40 CFR 122.44. [40 CFR 122.44]
	2.1.33	The Permittee shall operate and maintain the facility and shall control runoff, including stormwater, from the facility to prevent the exceedance of water quality standards specified in Minnesota Rules, chs. 7050 and 7060. [Minn. R. 7050, Minn. R. 7060]
	2.1.34	The Permittee shall limit and control the use of materials at the facility that may cause exceedances of surface water and groundwater standards specified in Minnesota Rules, chs. 7050 and 7060. These materials include, but are not limited to, detergents and cleaning agents, solvents, chemical dust suppressants, lubricants, fuels, drilling fluids, oils, fertilizers, explosives and blasting agents. [Minn. R. 7050, Minn. R. 7060]
	2.1.35	The MPCA may modify this permit, require corrective actions or take other actions if it determines that a discharge authorized by this permit is causing or contributing to a violation of water quality standards. [Minn. R. 7001]
	2.1.36	Floating solids or visible foam shall not be discharged in other than trace amounts. [Minn. R. 7001]
	2.1.37	Oil or other substances shall not be discharged in amounts that create a visible color film. [Minn. R. 7001]
	2.1.38	Any outlet pipe, culvert or hose outlets for the discharge shall be located on the ground. The Permittee shall install and maintain outlet protection measures, such as properly sized riprap, splash pads or gabions at the discharge stations (outlets) to prevent erosion. [Minn. R. 7001]
	2.1.39	All water from dewatering or basin draining activities must be discharged in a manner that does not cause nuisance conditions, flooding on nearby properties, erosion in receiving channels or on downslope properties, or inundation in a wetland causing adverse impact to the wetland. [Minn. R. 7001]
	2.1.40	Special Requirements. [Minn. R. 7001]
	2.1.41	<p>For stormwater discharges with a discharge location that flows to and is within one mile of Outstanding Resource Value Waters (ORVWs) as defined in Minn. R. 7050.0335, subp. 1, 2, 3, and 4 (not including calcareous fens listed in Minn. R. 7050.0335 & Minn. R. 7050.0470) and trout waters as listed in Minn. R. 6264.0050, subp. 2 and 4:</p> <p>a. the Permittee shall develop and implement stormwater control measures, including BMPs that restrict the facility industrial stormwater discharges to the extent necessary to preserve the existing high quality, or to preserve the wilderness, scientific, recreational, or other special characteristics that make the water an Outstanding Resource Value Water. In addition, a stormwater intervention limit value of 65 mg/L for Solids, Total Suspended (TSS) applies to the discharge at a stormwater monitoring location, instead of 100 mg/L as specified in the 'Stormwater Limits and Monitoring Intervention Limits' section of this Permit. If the Permittee has a waiver from the requirements to conduct benchmark monitoring in accordance with the Technology Based Effluent Limits - Stormwater Discharges section of this permit, the benchmark value does not apply.</p> <p>b. if the discharge is to a trout stream, BMPs shall also be designed and implemented to protect the water quality from excess temperature increases.</p> <p>c. if the discharge is to a trout lake, BMPs shall also be designed and implemented to protect the water quality from excess phosphorus increases.</p> <p>d. if the discharge is to a wetland, the Permittee shall also comply with the requirements of Minn. R. 7050.0186 WETLAND STANDARDS AND MITIGATION. [Minn. R. 7050]</p>

2.1.42	If the site has any stormwater discharges with the potential for significant adverse impacts to a wetland (e.g., conversion of a natural wetland to a stormwater pond), the Permittee must demonstrate that the wetland mitigative sequence has been followed. [Minn. R. 7001]
2.1.43	If the potential adverse impacts to a wetland on a specific site have been addressed by permits or other approvals from an official statewide program (U.S. Army Corps of Engineers 404 program, Minnesota Department of Natural Resources, or the State of Minnesota Wetland Conservation Act) specifically for the site, the Permittee may use that permit or other determination issued by these agencies to show that the potential adverse impacts have been addressed. For the purposes of this permit, de minimis actions are determinations by the permitting agency that address the site impacts, whereas a non-jurisdictional determination does not address site impacts. [Minn. R. 7001]
2.1.44	<p>If there are impacts from the site that are not addressed in one of the permits addressed in the Special Requirements section of this permit or other determinations (e.g., permanent inundation or flooding of the wetland, significant degradation of water quality, excavation, filling, draining), the Permittee must minimize all adverse impacts to wetlands by utilizing appropriate measures. Measures used must be based on the nature of the wetland, its vegetative community types and the established hydrology. These measures include in order of preference:</p> <ul style="list-style-type: none"> a. Avoid all significant adverse impacts to wetlands from site discharges. b. Minimize any unavoidable impacts to wetlands from site discharges. c. Provide compensatory mitigation when the Permittee determines that there is no reasonable and practicable alternative to having a significant adverse impact on a wetland. For compensatory mitigation, wetland restoration or creation shall be of the same type, size and whenever reasonable and practicable in the same watershed as the impacted wetland. [Minn. R. 7001]
2.1.45	If a site discharges to a water of the state that appears on the current U.S. Environmental Protection Agency (USEPA) approved list of impaired waters under Section 303 (d) of the Clean Water Act (33 U.S.C. Sec 303 (d)), the Permittee must review whether changes may be warranted in the site's Pollution Prevention Plan (Plan) to reduce the impact of the discharge. If an USEPA approved Total Maximum Daily Load (TMDL) has been developed, the Permittee must review the adequacy of the Plan to meet the TMDLs Waste Load Allocation. [Minn. R. 7001]
2.1.46	Technology Based Effluent Limits - Stormwater Discharges. [Minn. R. 7001]
2.1.47	Stormwater Management Devices. [Minn. R. 7001]
2.1.48	The Permittee is authorized to use industrial stormwater ponds, sedimentation basins and/or infiltration devices for stormwater management. [Minn. R. 7001]
2.1.49	Industrial stormwater ponds, sedimentation basins and/or infiltration devices shall not be located in areas that receive direct discharges from permanent or stationary vehicle fueling tanks (aboveground or underground storage tanks) and maintenance activity areas (shops), except where adequate secondary containment is provided as required under the SPCC Rule, and/or the basin is designed specifically to satisfy the federal SPCC Rule. Spill prevention and response BMPs shall be implemented in areas where mobile refuelers transfer product. [Minn. R. 7001]
2.1.50	When wastewater from authorized activities is co-mingled with stormwater, it is considered wastewater, and a surface water discharge is not authorized under this permit. This does not include stormwater co-mingling with mine dewatering from Subsector J1 and J2 facilities, which is approved for a surface water discharge under this permit. [Minn. R. 7001]
2.1.51	If the Permittee provides documentation to MPCA that the stormwater management device was designed by a registered professional engineer to control a 10-year, 24-hour storm event (based on National Oceanic and Atmospheric Administration Atlas 14, Volume 8 (NOAA Atlas 14, Volume 8)), then no sampling of a discharge is required upon MPCA approval. If the stormwater management device is already in place at an existing facility, the sizing of the device shall be confirmed by a registered professional engineer before the sampling

		requirement is waived. This does not include unauthorized non-stormwater discharges to surface waters. This waiver is for monitoring only; effluent limits still apply to the discharge and Permittees must maintain compliance with the limits. This waiver is only effective for the term of the permit. Permittees must reapply for the waiver every permit term. [Minn. R. 7001]
	2.1.52	Erosion and Sediment Control Practices. [Minn. R. 7001]
	2.1.53	Sediment control practices must be established on all down-gradient perimeters and be located up-gradient of any buffer zones. The perimeter sediment control practice must be in place before any up-gradient land disturbing activities begin. Use a range of erosion controls within the broad categories of flow diversion (e.g. swales, berms) and structural controls (e.g. sediment traps, dikes, silt fences). These practices shall remain in place until the site has been stabilized. [Minn. R. 7001]
	2.1.54	The Permittee shall re-install all sediment control practices that have been adjusted or removed to accommodate short-term activities such as clearing or grubbing, or passage of vehicles, immediately after the short-term activity has been completed. Short-term activities shall be completed as quickly as possible. Re-installation of sediment control practices shall be completed no later than the next precipitation event, even if the short-term activity is not complete. [Minn. R. 7001]
	2.1.55	The Permittee(s) shall plan for and implement appropriate BMPs such as construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices that minimize erosion. The location of areas not to be disturbed shall be delineated (e.g. with flags, stakes, signs, silt fence etc.) on the project site before work begins. [Minn. R. 7001]
	2.1.56	Temporary stockpiles or stripping/overburden stored outside the pit shall have sediment control mechanisms in place until the material is completely removed. Materials shall not be placed in any natural buffers, surface water, or stormwater conveyances such as curb and gutter systems, or conduits and ditches. [Minn. R. 7001]
	2.1.57	Vehicle Tracking. Vehicle tracking of sediment onto paved surfaces from the site or operation must be minimized by BMPs such as stone pads, concrete or steel wash racks, or equivalent systems. Street sweeping must be used if such BMPs are not adequate to prevent sediment from being tracked onto the street. The MPCA Vehicle Tracking factsheet may be used as guidance in BMP development: http://www.pca.state.mn.us/index.php/view-document.html?gid=7419 . [Minn. R. 7001]
	2.1.58	Good Housekeeping. Permittees conducting the industrial activities described in this permit shall keep exposed areas that may contribute pollutants to stormwater sufficiently clean to reduce or eliminate contaminated stormwater runoff. [Minn. R. 7001]
	2.1.59	BMP Maintenance. [Minn. R. 7001]
	2.1.60	The Permittee shall maintain all BMPs identified in the Pollution Prevention Plan (Plan) and implemented at the facility, to ensure BMP effectiveness. [Minn. R. 7001]
	2.1.61	The Permittee shall develop a schedule for preventive maintenance of all BMPs. The schedule shall be stored with the Plan. [Minn. R. 7001]
	2.1.62	If the Permittee identifies BMPs that are not functioning properly, the Permittee shall replace, maintain, or repair the BMPs within seven (7) calendar days of discovery. If BMP replacement, maintenance, or repair cannot be completed within seven (7) calendar days, the Permittee shall implement effective backup BMPs (temporary or permanent) until effectiveness of the original BMPs can be restored. The Permittee shall document the justification for an extended replacement, maintenance, or repair schedule of the failed BMPs, and store it with the Plan. [Minn. R. 7001]
	2.1.63	The Permittee shall record dates of all maintenance and repairs. The Permittee shall store these records with the Plan. [Minn. R. 7001]
	2.1.64	All silt fences must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/2 of the height of the device. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access. [Minn. R. 7001]
	2.1.65	If sediment escapes the facility, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts

		(e.g., fugitive sediment in streets could be washed into storm sewers by the next rain and/or pose a safety hazard to users of public streets). [Minn. R. 7001]
	2.1.66	Temporary and permanent sedimentation basins must have the sediment removed once the depth of sediment collected in the basin reaches 1/2 the storage volume. Removal must be completed within 72 hours of discovery, or as soon as field conditions allow access. [Minn. R. 7001]
	2.1.67	Spills and Leaks. [Minn. R. 7001]
	2.1.68	<p>The Permittee shall develop and implement a spill prevention and response procedure. If the site already has a separate plan (e.g. Prevention and Response Plan as required by Minn. Stat. 115E, or Spill Prevention Control and Countermeasure Plan as required by Federal Law), that plan can be incorporated by reference into the Pollution Prevention Plan (Plan). In either case, a minimum of the following components shall be included with the Plan, or in a separate document:</p> <p>a. The Permittee shall report and document spills or leaks (as defined in Minn. Stat. Section 115.061) that occur in exposed areas, or that drain to a monitoring location.</p> <p>b. Material handling procedures, storage requirements, and cleanup equipment/materials and procedures necessary to recover as rapidly and thoroughly as possible spills or leaks pursuant to Minn. Stat. Section 115.061. All methods and procedures must be made available to appropriate site personnel.</p> <p>c. Contact information for individuals and emergency and regulatory agencies that must be notified in the event of a spill. When a spill or discharge of a potentially polluting material occurs, the Permittee shall immediately notify the Minnesota Department of Public Safety Duty Officer at 800-422-0798 (toll free) or 651-649-5451 (metro area) per Minn. Stat. Section 115.061. [Minn. Stat. ch. 115]</p>
	2.1.69	Subsector D1 - Asphalt Production - Additional Spills and Leaks Requirements. [Minn. R. 7001]
	2.1.70	In addition to the requirements in this Section, the Permittee shall use drip pans and splash guards where spills frequently occur at Subsector D1 facilities. [Minn. R. 7001]
	2.1.71	Subsector E2 - Ready-Mix and Other Concrete Operations - Additional Spills and Leaks Requirements. [Minn. R. 7001]
	2.1.72	In addition to the requirements in this Section, the Permittee shall prevent or minimize the discharge of spilled cement, aggregate (including sand or gravel), kiln dust, fly ash, or settled dust from paved portions of the facility that are exposed to stormwater at Subsector E2 facilities. [Minn. R. 7001]
	2.1.73	The Permittee shall determine the frequency of sweeping or equivalent by the amount of industrial activity occurring at Subsector E2 facilities and the frequency of exposure to stormwater, but it shall be performed at least once per week if cement, aggregate, kiln dust, fly ash, or settled dust are being handled or processed and materials are present on paved surfaces. [Minn. R. 7001]
	2.1.74	The Permittee shall also prevent the exposure of fine granular solids (cement, fly ash, kiln dust, etc.) to stormwater, where practicable, by storing these materials in enclosed silos, hoppers, buildings, and under other coverings. [Minn. R. 7001]
	2.1.75	The Permittee shall include measures in the Plan to ensure that process wastewater resulting from washing trucks, mixers, transport buckets, forms, or other equipment are discharged in accordance with applicable parts of this permit for Subsector E2 facilities. [Minn. R. 7001]
	2.1.76	Technology Based Effluent Limits - Non-Stormwater Discharges. [Minn. R. 7001]
	2.1.77	Wastewater Basin Design and Construction Requirements. [Minn. R. 7001]
	2.1.78	When constructing new (as of the issuance date of this permit) containment basins to infiltrate authorized non-stormwater discharges, not including uncontaminated scale deck wash water that does not use detergents, solvents, or degreasers, wash water associated with cleaning of mobile equipment that does not use detergents, solvents, or degreasers and/or waters used for sawing stone or dust control on crushers, conveyors, associated equipment, stockpiles, and site roadways, of this permit from Subsector J1 and J2 activities, it shall:

		<ul style="list-style-type: none">a. Have at least sufficient capacity to contain all wastewater discharges so as to prevent overflow.b. Be constructed to contain the bounce from precipitation and stormwater runoff resulting from a 10-year, 24 hour storm event. Any overflow of the basin shall not discharge to surface water or any storm sewer system.c. Not be constructed in areas that receive direct discharges from permanent or stationary vehicle fueling tanks (underground or aboveground storage tanks) and maintenance activity areas (shops). Spill prevention and response BMPs shall be implemented in areas where mobile refuelers transfer product. [Minn. R. 7001]
2.1.79		<p>When constructing new (as of the issuance date of this permit) containment basins to infiltrate authorized non-stormwater discharges from Subsector E2 activities, it shall:</p> <ul style="list-style-type: none">a. Be designed consistent with accepted engineering practices. Designs shall be approved by a professional engineer or other licensed professional.b. Be constructed and maintained to allow for infiltration of wastewater. Long term soil infiltration rates for new infiltration devices shall not be greater than 1.63 inches per hour unless pretreatment practices are implemented prior to infiltration.c. Be constructed to allow for maximum separation distance from groundwater with a minimum of 3 feet between the bottom of the impoundment and the seasonal high water table.d. Have at least sufficient capacity to contain all wastewater discharges so as to prevent overflow.e. Be constructed to contain the bounce from precipitation and stormwater runoff resulting from a 10-year, 24 hour storm event. Any overflow of the basin shall not discharge to surface water or any storm sewer system.f. Not be constructed in areas with standing water or areas that receive direct discharges from permanent or stationary vehicle fueling tanks (underground or aboveground storage tanks) and maintenance activity areas (shops). Spill prevention and response BMPs shall be implemented in areas where mobile refuelers transfer product. <p>The Permittee shall maintain design documentation to demonstrate containment basins meet the requirements of a-f. [Minn. R. 7001]</p>
2.1.80		<p>When constructing new (as of the issuance date of this permit) containment basins to infiltrate authorized non-stormwater discharges from Subsector E2 activities, it shall:</p> <ul style="list-style-type: none">a. Be designed consistent with accepted engineering practices. Designs shall be approved by a professional engineer or other licensed professional.b. Be constructed and maintained to allow for infiltration of wastewater. Long term soil infiltration rates for new infiltration devices shall not be greater than 1.63 inches per hour unless pretreatment practices are implemented prior to infiltration.c. Be constructed to allow for maximum separation distance from groundwater with a minimum of 3 feet between the bottom of the impoundment and the seasonal high water table.d. Have at least sufficient capacity to contain all wastewater discharges so as to prevent overflow.e. Be constructed to contain the bounce from precipitation and stormwater runoff resulting from a 10-year, 24 hour storm event. Any overflow of the basin shall not discharge to surface water or any storm sewer system.f. Not be constructed in areas with standing water or areas that receive direct discharges from permanent or stationary vehicle fueling tanks (underground or aboveground storage tanks) and maintenance activity areas (shops). Spill prevention and response BMPs shall be implemented in areas where mobile refuelers transfer product.

		The Permittee shall maintain design documentation to demonstrate containment basins meet the requirements of a-f. [Minn. R. 7001]
	2.1.81	Karst Topography. [Minn. R. 7001]
	2.1.82	New Basins. New infiltration devices for authorized non-stormwater discharges are prohibited within 1000 feet up-gradient or 100 feet downgradient of active karst features. [Minn. R. 7001]
	2.1.83	Existing Basins. The design and construction of containment basins shall include additional or different measures as necessary (e.g. impervious liner in pond bottom) to assure compliance with surface and groundwater standards in Minn. R. chs. 7050 and 7060 and to ensure protection of drinking water supply management areas (see Minn. R. 4720.5100, subp. 13). These measures shall be identified in the Pollution Prevention Plan. [Minn. R. 7001]
	2.1.84	Subsector J1 and J2 - Mine Pit Dewatering to Surface Waters. [Minn. R. 7001]
	2.1.85	<p>Permittees are authorized to discharge mine site dewatering flow to surface waters if the following conditions are met:</p> <ul style="list-style-type: none"> a. Discharges only from Subsector J1 and J2 facilities. b. Discharges meet the effluent limits applied in this permit. c. The dewatering discharges do not co-mingle with other process wastewater. d. The dewatering discharges are not to ORVWs, DNR-designated trout waters, and/or DNR-posted fish-spawning areas. e. The Permittee has documented in their Pollution Prevention Plan location and initial flow estimates for surface discharge stations. [Minn. R. 7001]
	2.1.86	Dewatering or basin draining must be discharged to a control device on the project site whenever possible, such as a temporary or permanent sedimentation basin or infiltration device. Discharge from the control device must be visually checked to ensure adequate treatment is obtained and that nuisance conditions (see Minn. R. 7050.0210, subp. 2) will not result from the discharge. [Minn. R. 7001]
	2.1.87	If the Permittee provides documentation to MPCA that the control device was designed by a registered professional engineer to control a 10-year, 24-hour storm event, then no sampling of a discharge is required upon MPCA approval. If the control device is already in place at an existing facility, the sizing of the control device shall be confirmed by a registered professional engineer before the sampling requirement is waived. This includes overflows caused solely by direct rainfall and groundwater seepage. This does not include unauthorized non-stormwater discharges to surface waters. This waiver is for monitoring only; effluent limits still apply to the discharge and Permittees must maintain compliance with the limits. This waiver is only effective for the term of the permit. Permittees must reapply for the waiver every permit term. [Minn. R. 7001]
	2.1.88	If the water cannot be discharged to a control device prior to entering the surface water, it must be treated with the appropriate BMPs, such that the discharge does not adversely affect the receiving water or downstream landowners. [Minn. R. 7001]
	2.1.89	The Permittee(s) must ensure that discharge points are adequately protected from erosion and scour. The discharge must be dispersed over natural riprap, sand bags, plastic sheeting, or other accepted energy dissipation measures. Adequate sedimentation control measures are required for discharge water that contains suspended solids. [Minn. R. 7001]
	2.1.90	Any inlet pipe, culvert or hose for the discharge shall be raised above the ground so that the discharge flow does not draw in and transport solids from the sump area. [Minn. R. 7001]
	2.1.91	Subsector D1 -Asphalt - BMPs for Wet Scrubber Wastewater. [Minn. R. 7001]
	2.1.92	This permit authorizes stormwater discharges from asphalt production areas (SIC Code 2951) and/or stormwater discharges from the installation, construction, and/or operation of wet scrubbers at asphalt production plants. This permit does not authorize the discharge of asphalt production wet scrubber wastewater to surface waters or to groundwater. Any discharge to surface water will require an individual NPDES permit. [Minn. R. 7001]
	2.1.93	Wastewater from asphalt production wet scrubbers shall be held within pipes, aboveground tanks or lined impoundments.

		Pipes and tanks shall be operated and maintained to prevent leaks. Cracks or other failures in pipes or tanks shall be repaired immediately. If pipes are buried, or pipes or tanks are in contact with the land surface, they shall be inspected at least once before each operating year to locate and repair cracks or other failures. [Minn. R. 7001]
2.1.94		An impoundment for containment of wet scrubber wastewater shall meet the design criteria specified in this section. Impoundments that do not meet the criteria in this part may be authorized if requested in writing by the Permittee, and approved in writing by the MPCA, at least 90 days before construction of the impoundment begins. [Minn. R. 7001]
2.1.95		Construction of impoundments in close proximity to drinking water supplies and other areas subject to contamination should be avoided. A minimum separation of four feet between the top of the impoundment seal and the seasonal high water table shall be maintained. Drain tile under the impoundment shall not be used to permanently lower the water table. A minimum separation of ten feet between the top of the impoundment seal and bedrock formations shall be maintained. Impoundments shall not be constructed on locations with karst topography. [Minn. R. 7001]
2.1.96		Impoundments shall be constructed utilizing at least a 30-mil-thick continuous Polyvinyl Chloride (PVC) or High Density Polyethylene (HDPE) liner, or a reinforced Portland cement concrete liner. A PVC or HDPE liner, not replaced on an annual basis, shall be covered with at least one-foot depth of finely textured soil. Liquid depths for impoundments shall be designed for a maximum of six feet. [Minn. R. 7001]
2.1.97		PVC and HDPE liner systems shall be designed and installed in general accordance with the most recent version of MPCA guidance documents High Density Polyethylene Liner Guidance (June 2011) or Polyvinyl Chloride Liner Guidelines (May 2011). [Minn. R. 7001]
2.1.98		No PVC or HDPE liner panels shall be used at more than one site without the prior written approval of the MPCA. The Permittee shall remove and properly dispose of used PVC and HDPE liner materials in accordance with applicable solid waste statutes and rules. [Minn. R. 7001]
2.1.99		The subsoil bed for a PVC or HDPE liner shall be sufficiently prepared to ensure that all holes, rocks, stumps and other debris are eliminated. The subsoil shall be sieved or the area raked after grading to provide a smooth, flat surface free of stones and other sharp objects. The subsoil bed shall be sloped at least 1% upward toward the dike, so as to reduce gas and hydrostatic pressures, and to facilitate pumping of the impoundment. [Minn. R. 7001]
2.1.100		PVC and HDPE liner panels shall be laid out to minimize seams, with an overlap of four to six inches. The PVC or HDPE liner anchor trench shall have a minimum six inch depth and be placed at least nine to twelve inches beyond the slope break at the dike. PVC and HDPE liners shall be installed under the direct supervision of a person experienced in the proper installation of such liners. This person shall inspect all seams on-site for their acceptability prior to the construction certification. [Minn. R. 7001]
2.1.101		The design of a reinforced Portland cement concrete liner shall be in accordance with the American Concrete Institute (ACI) Manual of Concrete Practice. [Minn. R. 7001]
2.1.102		<p>The Permittee shall inspect each impoundment for cracks or other failures, at least once each operating year. This inspection shall be conducted after the spring thaw and before the start of the asphalt plant operating season. In addition:</p> <p>a. PVC and HDPE lined impoundments shall complete a water balance test annually after the spring thaw and before the start of the asphalt plant operating season. The water balance test shall be completed in accordance with the MPCA "Prefill and Water Balance Criteria" (December 2010).</p> <p>b. Concrete lined impoundments shall complete water tightness testing at least once per 5 years (once per permit cycle). Water tightness testing for concrete impoundments shall be completed in accordance with the most recent version of ACI 350.1 "Specification for Tightness Testing of Environmental Engineering Concrete Containment Structures."</p> <p>Impoundments that do not pass the water balance or tightness testing may not be placed into service until a passing result is achieved; this may require identifying and repairing problem</p>

		areas of the impoundment and repeating the testing. The inspector shall prepare a written report of each water balance and inspection. Any cracks or other failures shall be repaired immediately, and certified by an engineer registered in Minnesota. [Minn. R. 7001]
	2.1.103	The Permittee shall keep signed copies of the impoundment design plans and specifications, construction certifications, water balance and inspection reports, and repair certifications with the asphalt plant at all times. [Minn. R. 7001]
	2.1.104	The Permittee shall divert surface water runoff around impoundments, prevent erosion, and protect the structural integrity of exterior embankments from failure. [Minn. R. 7001]
	2.1.105	The Permittee shall maintain impoundments during the winter so that ice layers and frost action do not damage the liner effectiveness and integrity. [Minn. R. 7001]
	2.1.106	<p>Sediments that accumulate in asphalt production wet scrubber wastewater containment structures shall be removed in a manner so as to not damage the integrity and effectiveness of the containment structure. The Permittee may dispose of these sediments at a permitted sanitary landfill, through use as road base or subgrade, or through blending into the paving asphalt mixture. The Permittee may use one of the following options for sediment disposal if the MPCA authorizes this specific in writing:</p> <ul style="list-style-type: none"> a. Leave in-place, b. Use as clean fill, or c. Land spread. <p>The Permittee shall record in writing the volume of sediments removed from asphalt production scrubber disposal systems, and the method and location of the disposal of such materials. [Minn. R. 7001]</p>
	2.1.107	<p>The Permittee may dispose of asphalt production wet scrubber wastewater for the purposes of roadbed preparation or dust control, and in accordance with the following requirements:</p> <ul style="list-style-type: none"> a. Wastewater may be applied to the surface of unpaved roads or roadbeds only if the asphalt plant is in the process of relocating, has ceased operation for the remainder of the year, or if alterations to the impoundment are needed. b. Wastewater may be applied to the surface of unpaved roads or roadbeds only if that road or roadbed is dry. c. Application to haul roads shall be conducted in such a manner to prevent runoff or prolonged ponding. d. Only the amount of water needed to control or prevent a dust problem may be applied. e. Wastewater used for dust control shall not enter any road ditch, surface water, or wetland. f. Wastewater shall not be applied at a rate greater than one gallon per square yard per year. [Minn. R. 7001]
	2.1.108	<p>Asphalt Ingredients, Burner Fuels and Chemical Additives. If the Permittee proposes to use asphalt ingredients, burner fuels and/or chemical additives other than those designated below, at an asphalt production plant with a wet scrubber, the Permittee shall apply in writing to the MPCA for such approval, no later than 60 days before the planned date of utilization of the non-designated material. The Permittee may use these non-designated materials only with the written approval of the MPCA. The designated materials are:</p> <ul style="list-style-type: none"> a. Clay, silt, sand, gravel and crushed stone produced from naturally occurring geologic formations, and without chemical additives. b. Recycled asphalt. c. Recycled asphalt saturated felt materials. d. Natural gas, butane, propane and methane. e. Gasoline, kerosene, diesel fuel, jet fuel and fuel oils (No. 1, No. 2, No. 3, No. 4, No. 5, No. 6). f. Petroleum derived waste oil as defined in Minn. R. 7045.0020. g. On-specification used oil fuel, as defined in Minn. R. pt. 7045.0020, except that total halogens shall not exceed 1,000 parts per million in the used oil fuel.

		<p>h. Asphalt cement (AC).</p> <p>i. Hydrated lime.</p> <p>j. Anti-stripping agents approved by the MPCA under this permit.</p> <p>k. Aluminum chloride flocculants.</p> <p>l. Freemont 8201 and anionic polyacrylamide flocculants of similar chemical composition.</p> <p>m. Any mixture of the materials listed in subitems (a) through (l).</p> <p>n. Portland cement concrete.</p> <p>o. Recycled sediments from asphalt plant scrubber operations.</p> <p>p. Fines from asphalt fabric filter operations.</p> <p>q. Silicone. [Minn. R. 7001]</p>
	2.1.109	Subsector E2 - Ready-Mix and Other Concrete Operations Discharges to Groundwater. [Minn. R. 7001]
	2.1.110	<p>This permit section is intended to cover process wastewater discharges from concrete product operations. Authorized discharges to groundwater specified in the Applicability Section of this permit are covered under this permit. Any discharge to surface water will require an individual NPDES permit. Wastewater discharges from facilities described by the following Standard Industrial Classification (SIC) codes are authorized:</p> <p>a. Concrete Block and Brick (SIC 3271)</p> <p>b. Concrete Products, N.E.C. (Not Elsewhere Covered) (SIC 3272)</p> <p>c. Ready-Mix Concrete (SIC 3273). [Minn. R. 7001]</p>
	2.1.111	Containment basins shall be constructed in compliance with this permit. [Minn. R. 7001]
	2.1.112	<p>Authorized E2 activity discharge to new containment basins (as of the issuance date of this permit) must meet the following conditions:</p> <p>a. be constructed to allow for maximum separation distance from groundwater with a minimum of 3 feet between the bottom of the impoundment and the seasonal high water table.</p> <p>b. If the wastewater pH of authorized discharges from E2 activities is outside the range of 6.0-9.0 Standard Units (SU), the wastewater must also be passed through an extra soil zone, mixed with other authorized process waters or rinse waters, or held in a lined or sealed basin to prevent infiltration in order to bring the pH within the range of 6.0-9.0 SU before the wastewater mixes with groundwater. [Minn. R. 7001]</p>
	2.1.113	<p>Authorized E2 activity discharge to existing containment basins must meet the following conditions:</p> <p>a. If the wastewater pH of authorized discharges from E2 activities is outside the range of 6.0-9.0 Standard Units (SU), the wastewater must also be passed through a soil zone, mixed with other authorized process waters or rinse waters, or held in a lined or sealed basin to prevent infiltration in order to bring the pH within the range of 6.0-9.0 SU before the wastewater mixes with groundwater. [Minn. R. 7001]</p>
	2.1.114	Pollution Prevention Plan (Plan). [Minn. R. 7001]
	2.1.115	The Permittee shall develop and implement a Pollution Prevention Plan (Plan) to address the specific conditions at the site. The goal of the Plan is to eliminate or minimize contact of stormwater with significant materials that may result in pollution of the runoff, as well as identify and correctly manage non-stormwater discharges. [Minn. R. 7001]
	2.1.116	A Plan shall be developed, implemented, and maintained for each site authorized by this permit. A Plan shall be prepared and maintained in an appropriate and functional manner in accordance with relevant manufacturer specifications and accepted engineering practices. [Minn. R. 7001]
	2.1.117	A Plan shall be completed prior to submitting the permit application for authorization of activities by this permit. Permittees authorized under the previous version of this permit shall modify the Plan to comply with the requirements of this permit prior to submitting the permit application. [Minn. R. 7001]

2.1.118	<p>A Plan shall be used by the Permittee to document all BMPs used to comply with all control measures required in the Technology Based Effluent Limits sections of this permit. BMPs shall be designed and implemented to address the potential pollutants associated with the activities and materials identified by the Permittee. The documentation shall include a list of all structural and non-structural BMPs designed and implementation at the site. [Minn. R. 7001]</p>
2.1.119	<p>The Plan shall include documentation of an assessment and inventory/list of materials handled and activities conducted at the site that can potentially be a source of pollutants to stormwater discharges. The assessment shall include but is not limited to the materials and activities identified below:</p> <ul style="list-style-type: none"> a. Excavation. b. Crushing/Screening. c. Overburden, waste and products stockpiles. d. Raw material and final product storage. e. Waste products. f. Sediment washing. g. Material loading/unloading. h. Areas where spills and leaks may potentially contribute pollutants to stormwater. i. Vehicle and equipment maintenance, washing, and fueling. j. Chemical additives/dust suppressant use. [Minn. R. 7001]
2.1.120	<p>The Plan for each site shall include an inventory of all chemical additives currently used to treat wastewater and/or stormwater including chemical dust suppressants. This inventory shall include:</p> <ul style="list-style-type: none"> a. The name of the additive. b. The process for which the additive will be used. c. The proposed method of application, application frequency, and daily average and maximum rates of use. d. The date of MPCA approval. <p>MPCA approval is required for any additives that are new, increasing in usage, or not previously approved. See the Total Facilities Requirements section of this permit and go to the chemical additive webpage at http://www.pca.state.mn.us/index.php/water/water-types-and-programs/wastewater/wastewater-technical-assistance/chemical-additive-approvals.html to find the documents necessary to complete the approval process. [Minn. R. 7001]</p>
2.1.121	<p>The Plan for each site shall include a site map, which does not need to be a surveyed map, at least to the level of detail indicated on a 7.5-minute U.S. Geological Survey quadrangle map, which identifies:</p> <ul style="list-style-type: none"> a. Location of the site in relation to surface waters (including the name of the surface water; if the name is not known, indicate that on the map). b. Location of all impaired waters within one mile. The Permittee shall include the name of the impaired water and the impairment (e.g. impaired for biota fish, turbidity, nutrients, etc.). c. Location of all ORVWs, designated trout waters, and wetlands within one mile of the site (Minn. R. 7050.0335, 6264.0050, and 7050.0420). d. Directions of stormwater flow indicated by arrows (including stormwater that is contained/infiltrated on site). e. Location of all discharge points. f. Location of all overflow points from control devices. g. Topography of the area. h. Location of all activities and materials. i. Location of all structural BMPs. j. Location and description of any non-stormwater discharges. k. Dewatering points.

		<p>l. Water supply wells. m. Surface water supply intakes.</p> <p>Portable sites can meet the requirements of g. through m. above by developing general plant configuration maps. [Minn. R. 7001]</p>
	2.1.122	<p>The Plan for each site shall include a site map, which does not need to be a surveyed map, at least to the level of detail indicated on a 7.5-minute U.S. Geological Survey quadrangle map, which identifies:</p> <ul style="list-style-type: none"> a. Location of the site in relation to surface waters (including the name of the surface water; if the name is not known, indicate that on the map). b. Location of all impaired waters within one mile. The Permittee shall include the name of the impaired water and the impairment (e.g. impaired for biota fish, turbidity, nutrients, etc.). c. Location of all ORVWs, designated trout waters, and wetlands within one mile of the site (Minn. R. 7050.0335, 6264.0050, and 7050.0420). d. Directions of stormwater flow indicated by arrows (including stormwater that is contained/infiltrated on site). e. Location of all discharge points. f. Location of all overflow points from control devices. g. Topography of the area. h. Location of all activities and materials. i. Location of all structural BMPs. j. Location and description of any non-stormwater discharges. k. Dewatering points. l. Water supply wells. m. Surface water supply intakes. <p>Portable sites can meet the requirements of g. through m. above by developing general plant configuration maps. [Minn. R. 7001]</p>
	2.1.123	<p>The Permittee shall review the Plan at least annually and modify the Plan, if:</p> <ul style="list-style-type: none"> a. There is construction or a change in design, operation, or maintenance at the facility that affects stormwater and wastewater management or compliance with this permit. b. The Permittee has identified a monitoring location from which the discharge flows to, and is within one mile of, an impaired water. c. A routine inspection, compliance evaluation, or visual inspection identified deficiencies in the Plan and/or BMP. d. Additional stormwater and/or wastewater control measures and BMPs are necessary to meet applicable water quality standards or to address exceedances of intervention limits. e. There is an unauthorized discharge from the facility. If the Plan modification is based on a release or unauthorized discharge, include in the modified Plan a description and date of the release, the circumstances leading to the release, actions taken in response to the release, and measures to prevent the recurrence of such releases. Unauthorized releases and discharges are subject to the reporting requirements in the Total Facilities Requirements section of this permit. [Minn. R. 7001]
	2.1.124	<p>The Plan must be kept at the site when the site is Active. If there is no office located on-site, electronic access of the Plan is acceptable. The Plan must be available to the Agency within 72 hours of a request for review. [Minn. R. 7001]</p>
	2.1.125	<p>The Plan shall identify the individual(s) responsible for managing, implementing, maintaining, modifying, and ensuring compliance with the site's Plan, as well as personnel responsible for managing and implementing the Plan. [Minn. R. 7001]</p>
	2.1.126	<p>The Permittee must develop and implement an employee training program to inform appropriate personnel of the components and goals of the Plan. The Plan must also identify periodic dates for such training. [Minn. R. 7001]</p>

2.1.127	Records of all inspections conducted in accordance with permit requirements shall be maintained within the Plan. [Minn. R. 7001]
2.1.128	Subsector D1 - Asphalt - Additional Plan Requirements. [Minn. R. 7001]
2.1.129	Asphalt facilities (Subsector D1) must also identify: <ul style="list-style-type: none"> a. Petroleum storage. b. Fuel Storage. c. Recycled Asphalt Pavement Storage. d. Aggregate Storage. e. Recycled concrete, concrete block and brick crushing and storage. f. Cold Patch Storage. g. Release agent storage and application. [Minn. R. 7001]
2.1.130	Subsector E2 - Ready-Mix Operations - Additional Plan Requirements. [Minn. R. 7001]
2.1.131	Ready-Mix Operations (Subsector E2) must also identify: <ul style="list-style-type: none"> a. Bag house or other dust control device. b. Recycle/sediment pond, clarifier, or other device used for the treatment of process wastewater. c. The areas that drain to the treatment device. d. Description of multiple locations of ready-mix and other concrete operations, if applicable. [Minn. R. 7001]
2.1.132	Inspection Reports. [Minn. R. 7001]
2.1.133	The Permittee shall develop and implement an inspection schedule that includes a minimum of one site inspection per calendar month that the site is an Active Site and staffed. A minimum of one inspection per calendar year shall be conducted during a runoff event. [Minn. R. 7001]
2.1.134	If the site is Inactive and unstaffed, Temporarily Inactive and unstaffed as defined, or is a site undergoing final stabilization, the Permittee is waived from the requirement to conduct monthly site inspections, but BMPs must be maintained. [Minn. R. 7001]
2.1.135	All inspections and resulting maintenance must be recorded and retained within the Plan. Records of each inspection and maintenance activity shall include: <ul style="list-style-type: none"> a. Date and time of inspections. b. Name of person(s) conducting inspections. c. An evaluation of the facility to determine that the Plan accurately reflects conditions as described in the Pollution Prevention Plan. At a minimum, the Permittee shall inspect storage tank areas, waste disposal areas, maintenance areas, loading/unloading areas, and raw material, intermediate product, by-product and final product storage areas. d. An evaluation of all structural and non-structural BMPs to determine effectiveness and proper function. e. An evaluation of the facility to determine whether new exposed significant materials or activities have been added to the site since completion of the Plan. f. Findings of inspections, including recommendations for corrective actions. g. Corrective actions taken (including dates, times, and party completing maintenance activities). [Minn. R. 7001]
2.1.136	In addition to the inspection requirements of this Section, separately from the required annual runoff event inspection, the Permittee shall ensure that one of the required monthly inspections occurs during a snow melt event. The inspection shall include a visual assessment of the runoff to identify any visible sheens or films that indicate the presence of oil or grease in the discharge. If sheens are present in surface discharges, corrective actions to prevent sheen shall be implemented and documented in the Plan. [Minn. R. 7001]
2.1.137	Subsector D1 - Asphalt - Additional Inspection Reports Requirements. [Minn. R. 7001]
2.1.138	The operator of an Asphalt Facility shall also inspect the following areas: <ul style="list-style-type: none"> a. Material storage and handling areas;

		<p>b. Liquid storage tanks; c. Hoppers and silos; d. Vehicle and equipment maintenance, cleaning, and fueling areas; and e. Material handling vehicles, equipment, and processing areas.</p> <p>Ensure that appropriate action is taken in response to the inspection by using follow-up procedures. Document in the Plan the inspections and follow up actions. [Minn. R. 7001]</p>
	2.1.139	Subsector E2 - Ready-Mix and Other Concrete Operations - Additional Inspection Reports Requirements. [Minn. R. 7001]
	2.1.140	Dust collection and containment systems shall be included in the site inspections. [Minn. R. 7001]
	2.1.141	Monitoring Requirements. [Minn. R. 7001]
	2.1.142	Stormwater Monitoring. [Minn. R. 7001]
	2.1.143	Stormwater Monitoring. [Minn. R. 7001]
	2.1.144	The Permittee shall monitor each outfall for all parameters specified in the Limits and Monitoring Section of this permit during stormwater runoff from active site operations. The Permittee shall submit the results of intervention limit monitoring required by this permit on the Discharge Monitoring Report form provided by the Agency. The information must be recorded in the specified areas on the form and in the unit specified. [Minn. R. 7001]
	2.1.145	Two samples shall be collected at each monitoring outfall and analyzed for each intervention limit parameter in a calendar year in order to determine an annual average concentration for each intervention limit parameter. The two samples shall be collected on two separate runoff events, one in the spring and one in the fall, if possible, each calendar year the Permittee is authorized to discharge under this permit. At the Permittee's discretion, more than two samples may be taken during separate runoff events and used to determine the annual average intervention limit(s). For averaging purposes, use a value of zero for any individual sample parameter which is determined to be less than the method detection limit. [Minn. R. 7001]
	2.1.146	If the Permittee is unable to obtain a minimum of two samples, less than two samples may be used to determine the annual average intervention limit(s) for the discharges during the year. However, for each sample that could not be obtained due to weather conditions and/or soil characteristics, the Permittee shall provide an explanation in the Comments section of the Discharge Monitoring Report and submit it to the Agency. [Minn. R. 7001]
	2.1.147	Samples shall be collected during the first 30 minutes of a measurable runoff event at a monitoring outfall and sampling events shall be at least 72 hours apart, to the extent feasible. [Minn. R. 7001]
	2.1.148	<p>The intervention limit monitoring location(s) selected by the Permittee shall be in a location that:</p> <p>a. Is below the most down-gradient BMP from the source of industrial activity or significant materials, but prior to discharging from the Permittee's operational control. b. Minimizes or eliminates sampling of stormwater from off-site sources (run-on). c. Yields a sample that best represents the contribution of pollutants the Permittee is required to monitor for in accordance with this permit and that receives discharge from an area of industrial activities, processes, and significant materials exposed to stormwater. [Minn. R. 7001]</p>
	2.1.149	If the Permittee has identified multiple, but separate, stormwater discharges and each area of discharge is substantially similar in terms of exposure, BMPs, and pollutants discharged, the Permittee may choose one intervention limit monitoring location that is most representative and best allows for obtaining a sample. This is applicable to a single site only. Multiple sites may only choose a substantially similar outfall at a single site. [Minn. R. 7001]
	2.1.150	An exceedance of an applicable annual average intervention limit does not constitute a violation under this permit. However, the Permittee is required to perform any necessary corrective action(s) to address stormwater control measures, including the maintenance or implementation of BMPs, when an exceedance of an applicable intervention limit occurs as

		<p>described below. Failure to respond to an intervention limit exceedance is a violation of the permit.</p> <p>If an exceedance of an intervention limit occurs, modify the Plan and document all corrective actions, including improvements to BMPs, necessary to meet the applicable intervention limits. Modifications and upgrades of the Plan and BMPs shall be initiated immediately, but no later than 14 days beyond discovery of an intervention limit exceedance. The Permittee must install a new or modified control and make it operational as soon as possible.</p> <p>If it is infeasible to complete the installation of a new or modified BMP within 14 calendar days, the Permittee must document why it is infeasible to complete the installation or repair within the 14-day timeframe. The Permittee must also outline a schedule for completing the work, and documentation must be completed as soon as practicable after the 14-day timeframe but no longer than 45 days after discovery. If 45 days is infeasible, the Permittee must complete the installation or repair as soon as practicable and document the reason for delay. All documentation shall be contained within or as an attachment to the Plan. [Minn. R. 7001]</p>
	2.1.151	If the site is Temporarily Inactive during a monitoring permit, intervention limit monitoring is not required, but the Permittee shall indicate on their DMR the inactivity and indicate that permanent stormwater BMPs remain in place. Should the site become active, the Permittee is required to sample in accordance with this Section of the permit for the year the site became active. [Minn. R. 7001]
	2.1.152	If stormwater does not discharge to surface waters, no monitoring is required. If there is no discharge during the sampling period, the Permittee shall check the "No Flow" box and note the conditions on the Discharge Monitoring Report Form. [Minn. R. 7001]
	2.1.153	If the Permittee submits documentation in compliance with this permit and receives approval from MPCA, discharges from the mine dewatering control devices are not required to be sampled. This shall include overflows caused solely by direct rainfall and groundwater seepage. [Minn. R. 7001]
	2.1.154	<p>Stormwater Limits and Monitoring Intervention Limits</p> <p>a. Subsectors J1, J2, D1, and E2: Total Suspended Solids, 100 mg/L.</p> <p>b. Subsector E2: Iron, 1.0 mg/L. [Minn. R. 7001]</p>
	2.1.155	Mine Dewatering to Surface Waters - Effluent Limit Monitoring. [Minn. R. 7001]
	2.1.156	If dewatering flows do not discharge to surface waters, no monitoring will be required. If there is no discharge during the sampling period, the Permittee shall check the "No Flow" box and note the conditions on the Discharge Monitoring Report Form. [Minn. R. 7001]
	2.1.157	If the Permittee submits documentation in compliance with this permit and receives approval from MPCA, overflows from the mine pit dewatering control devices are not required to be sampled. This shall include overflows caused solely by direct rainfall and groundwater seepage. [Minn. R. 7001]
	2.1.158	One sample shall be collected quarterly from each monitoring outfall identified and analyzed for each required effluent limit parameters specified in the Limits and Monitoring Section of this permit. The sample(s) shall be collected each calendar quarter the Permittee is authorized to discharge under this permit. [Minn. R. 7001]
	2.1.159	For active mine dewatering, samples shall be representative of the discharge and collected during any measurable event at an outfall. Flow monitoring shall be monitored using a continuous flow monitor or pump-run times. [Minn. R. 7001]
	2.1.160	If the discharge event is an overflow caused by a rainfall event, the sample(s) shall be collected within the first 30 minutes of the measurable runoff event. If it is not possible to collect the sample(s) within the first 30 minutes, the sample(s) shall be collected as soon as practicable after the first 30 minutes and documentation must be included with the Comments field of the Discharge Monitoring Report Form that explains why it was not possible to collect the sample(s) within the first 30 minutes. [Minn. R. 7001]

2.1.161	<p>Mine Dewatering to Surface Waters - Monitoring for Permit Reissuance. The following parameters shall be sampled and analyzed prior to permit expiration and submitted with the application for permit re-issuance. Samples shall be representative of mine dewatering discharge activity, and must comply with the Total Facilities Requirements section of this permit:</p> <ul style="list-style-type: none"> a. Total Dissolved Solids. b. Hardness. c. Oil & Grease and surfactants. d. Antimony, arsenic, beryllium, cadmium, chromium, copper, lead, nickel, selenium, silver, thallium, and zinc. e. Aluminum, barium, boron, cobalt, iron, magnesium, manganese, molybdenum, total tin, and total aluminum. [Minn. R. 7001]
2.1.162	Total Facilities Requirements. [Minn. R. 7001]
2.1.163	Definitions. Refer to the 'Permit Users Manual' found on the MPCA website (www.pca.state.mn.us) for standard definitions. [Minn. R. 7001]
2.1.164	<p>Incorporation by Reference. The following applicable federal and state laws are incorporated by reference in this permit, are applicable to the Permittee, and are enforceable parts of this permit:</p> <p>40 CFR pts. 122.41, 122.42, 136, 403 and 503; Minn. R. pts. 7001, 7041, 7045, 7050, 7052, 7053, 7060, and 7080; and Minn. Stat. ch. 115 and 116. [Minn. R. 7001]</p>
2.1.165	Permittee Responsibility. The Permittee shall perform the actions or conduct the activity authorized by the permit in compliance with the conditions of the permit and, if required, in accordance with the plans and specifications approved by the Agency. [Minn. R. 7001]
2.1.166	Toxic Discharges Prohibited. Whether or not this permit includes effluent limitations for toxic pollutants, the Permittee shall not discharge a toxic pollutant except according to Code of Federal Regulations, Title 40, sections 400 to 460 and Minnesota Rules 7050, 7052, 7053 and any other applicable MPCA rules. [Minn. R. 7001]
2.1.167	<p>Nuisance Conditions Prohibited. The Permittee's discharge shall not cause any nuisance conditions including, but not limited to: floating solids, scum and visible oil film, acutely toxic conditions to aquatic life, or other adverse impact on the receiving water.</p> <p>[Minn. R. 7050.0210, Subp. 2]</p>
2.1.168	Property Rights. This permit does not convey a property right or an exclusive privilege. [Minn. R. 7001]
2.1.169	<p>Liability Exemption. In issuing this permit, the state and the MPCA assume no responsibility for damage to persons, property, or the environment caused by the activities of the Permittee in the conduct of its actions, including those activities authorized, directed, or undertaken under this permit. To the extent the state and the MPCA may be liable for the activities of its employees, that liability is explicitly limited to that provided in the Tort Claims Act.</p> <p>[Minn. R. 7001]</p>
2.1.170	The MPCA's issuance of this permit does not obligate the MPCA to enforce local laws, rules, or plans beyond what is authorized by Minnesota Statutes. [Minn. R. 7001]
2.1.171	Liabilities. The MPCA's issuance of this permit does not release the Permittee from any liability, penalty or duty imposed by Minnesota or federal statutes or rules or local ordinances, except the obligation to obtain the permit. [Minn. R. 7001]
2.1.172	<p>The issuance of this permit does not prevent the future adoption by the MPCA of pollution control rules, standards, or orders more stringent than those now in existence and does not prevent the enforcement of these rules, standards, or orders against the Permittee.</p> <p>[Minn. R. 7001]</p>
2.1.173	<p>Severability. The provisions of this permit are severable and, if any provisions of this permit or the application of any provision of this permit to any circumstance are held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby. [Minn. R. 7001]</p>

2.1.174	Compliance with Other Rules and Statutes. The Permittee shall comply with all applicable air quality, solid waste, and hazardous waste statutes and rules in the operation and maintenance of the facility. [Minn. R. 7001]
2.1.175	Inspection and Entry. When authorized by Minn. Stat. ch. 115.04; 115B.17, subd. 4; and 116.091, and upon presentation of proper credentials, the agency, or an authorized employee or agent of the agency, shall be allowed by the Permittee to enter at reasonable times upon the property of the Permittee to examine and copy books, papers, records, or memoranda pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the permit; and to conduct surveys and investigations, including sampling or monitoring, pertaining to the construction, modification, or operation of the facility covered by the permit or pertaining to the activity covered by the permit. [Minn. R. 7001]
2.1.176	Control Users. The Permittee shall regulate the users of its wastewater treatment facility so as to prevent the introduction of pollutants or materials that may result in the inhibition or disruption of the conveyance system, treatment facility or processes, or disposal system that would contribute to the violation of the conditions of this permit or any federal, state or local law or regulation. [Minn. R. 7001]
2.1.177	Sampling. [Minn. R. 7001]
2.1.178	Representative Sampling. Samples and measurements required by this permit shall be conducted as specified in this permit and shall be representative of the discharge or monitored activity. [40 CFR 122.41(j)(1)]
2.1.179	Additional Sampling. If the Permittee monitors more frequently than required, the results and the frequency of monitoring shall be reported on the Discharge Monitoring Report (DMR) or another MPCA-approved form for that reporting period. [Minn. R. 7001]
2.1.180	Certified Laboratory. A laboratory certified by the Minnesota Department of Health and/or registered by the MPCA shall conduct analyses required by this permit. Analyses of dissolved oxygen, pH, temperature, specific conductance, and total residual oxidants (chlorine, bromine) do not need to be completed by a certified laboratory but shall comply with manufacturers specifications for equipment calibration and use. [Minn. R. 4740.2010, Minn. R. 4740.2050 through 2120]
2.1.181	Sample Preservation and Procedure. Sample preservation and test procedures for the analysis of pollutants shall conform to 40 CFR Part 136 and Minn. R. 7041.3200. [40 CFR 136, Minn. R. 7041.3200]
2.1.182	Equipment Calibration: Flow meters, pumps, flumes, lift stations or other flow monitoring equipment used for purposes of determining compliance with permit shall be checked and/or calibrated for accuracy at least twice annually. [Minn. R. 7001]
2.1.183	Maintain Records. The Permittee shall keep the records required by this permit for at least three years, including any calculations, original recordings from automatic monitoring instruments, and laboratory sheets. The Permittee shall extend these record retention periods upon request of the MPCA. The Permittee shall maintain records for each sample and measurement. The records shall include the following information: a. the exact place, date, and time of the sample or measurement; b. the date of analysis; c. the name of the person who performed the sample collection, measurement, analysis, or calculation; d. the analytical techniques, procedures and methods used; and e. the results of the analysis. [Minn. R. 7001]
2.1.184	Completing Reports. The Permittee shall submit the results of the required sampling and monitoring activities on the forms provided, specified, or approved by the MPCA. The information shall be recorded in the specified areas on those forms and in the units specified. Required forms may include DMR Supplemental/Sample Value Form Individual values for each sample and measurement shall be recorded on the DMR Supplemental/Sample Value Form

		<p>which, if required, will be provided by the MPCA. DMR Supplemental/Sample Value Forms shall be submitted with the appropriate DMRs. You may design and use your own supplemental form; however it shall be approved by the MPCA. Note: Required summary information shall also be recorded on the DMR. Summary information that is submitted ONLY on the DMR Supplemental/Sample Value Form does not comply with the reporting requirements. [Minn. R. 7001]</p>
	2.1.185	<p>Submitting Reports. DMRs, DMR supplemental forms and related attachments must be electronically submitted via the MPCA Online Services Portal after authorization is approved.</p> <p>DMRs and DMR Supplemental Forms shall be electronically submitted by the 21st day of the month following the sampling period or as otherwise specified in this permit. Electronic DMR submittal shall be complete on or before 11:59 PM of the 21st day of the month following the sampling period or as otherwise specified in this permit. A DMR shall be submitted for each required station even if no discharge occurred during the reporting period.</p> <p>Other reports required by this permit shall be postmarked by the date specified in the permit to: MPCA, Attn: WQ Submittals Center, 520 Lafayette Road North, St Paul Minnesota 551554194. [Minn. R. 7001]</p>
	2.1.186	<p>Incomplete or Incorrect Reports. The Permittee shall immediately submit an electronically amended report or DMR to the MPCA upon discovery by the Permittee or notification by the MPCA that it has submitted an incomplete or incorrect report or DMR. The amended report or DMR shall contain the missing or corrected data along with a cover letter explaining the circumstances of the incomplete or incorrect report. If it is impossible to electronically amend the report or DMR, the Permittee shall immediately notify the MPCA and the MPCA will provide direction for the amendment submittals. [Minn. R. 7001]</p>
	2.1.187	<p>Required Signatures. All DMRs, forms, reports, and other documents submitted to the MPCA shall be signed by the Permittee or the duly authorized representative of the Permittee. Minn. R. 7001.0150, subp. 2, item D. The person or persons that sign the DMRs, forms, reports or other documents shall certify that he or she understands and complies with the certification requirements of Minn. R. 7001.0070 and 7001.0540, including the penalties for submitting false information. Technical documents, such as design drawings and specifications and engineering studies required to be submitted as part of a permit application or by permit conditions, shall be certified by a registered professional engineer. [Minn. R. 7001]</p>
	2.1.188	<p>Detection Level. The Permittee shall report monitoring results below the reporting limit (RL) of a particular instrument as "<" the value of the RL. For example, if an instrument has a RL of 0.1 mg/L and a parameter is not detected at a value of 0.1 mg/L or greater, the concentration shall be reported as "<0.1 mg/L." "Non-detected," "undetected," "below detection limit," and "zero" are unacceptable reporting results, and are permit reporting violations.</p> <p>Where sample values are less than the level of detection and the permit requires reporting of an average, the Permittee shall calculate the average as follows:</p> <ol style="list-style-type: none"> If one or more values are greater than the level of detection, substitute zero for all nondetectable values to use in the average calculation. If all values are below the level of detection, report the averages as "<" the corresponding level of detection. Where one or more sample values are less than the level of detection, and the permit requires reporting of a mass, usually expressed as kg/day, the Permittee shall substitute zero for all nondetectable values. [Minn. R. 7001]
	2.1.189	<p>Records. The Permittee shall, when requested by the Agency, submit within a reasonable time the information and reports that are relevant to the control of pollution regarding the construction, modification, or operation of the facility covered by the permit or regarding the conduct of the activity covered by the permit. [Minn. R. 7001]</p>

2.1.190	Confidential Information. Except for data determined to be confidential according to Minn. Stat. ch. 116.075, subd. 2, all reports required by this permit shall be available for public inspection. Effluent data shall not be considered confidential. To request the Agency maintain data as confidential, the Permittee shall follow Minn. R. 7000.1300. [Minn. R. 7000.1300]
2.1.191	Noncompliance and Enforcement. [Minn. R. 7001]
2.1.192	Subject to Enforcement Action and Penalties. Noncompliance with a term or condition of this permit subjects the Permittee to penalties provided by federal and state law set forth in section 309 of the Clean Water Act; United States Code, title 33, section 1319, as amended; and in Minn. Stat. ch. 115.071 and 116.072, including monetary penalties, imprisonment, or both. [Minn. R. 7001]
2.1.193	Criminal Activity. The Permittee may not knowingly make a false statement, representation, or certification in a record or other document submitted to the Agency. A person who falsifies a report or document submitted to the Agency, or tampers with, or knowingly renders inaccurate a monitoring device or method required to be maintained under this permit is subject to criminal and civil penalties provided by federal and state law. [Minn. R. 7001.0150, Subp. 3(G), Minn. R. 7001.1090, Subp. 1(G and H), Minn. Stat. ch. 609.671, Subp. 1]
2.1.194	Noncompliance Defense. It shall not be a defense for the Permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [40 CFR 122.41(c)]
2.1.195	<p>Effluent Violations. If sampling by the Permittee indicates a violation of any discharge limitation specified in this permit, the Permittee shall immediately make every effort to verify the violation by collecting additional samples, if appropriate, investigate the cause of the violation, and take action to prevent future violations. If the permittee discovers that noncompliance with a condition of the permit has occurred which could endanger human health, public drinking water supplies, or the environment, the Permittee shall within 24 hours of the discovery of the noncompliance, orally notify the commissioner and submit a written description of the noncompliance within 5 days of the discovery. The written description shall include items a. through e., as listed below. If the Permittee discovers other non-compliance that does not explicitly endanger human health, public drinking water supplies, or the environment, the non-compliance shall be reported during the next reporting period to the MPCA with its Discharge Monitoring Report (DMR). If no DMR is required within 30 days, the Permittee shall submit a written report within 30 days of the discovery of the noncompliance. This description shall include the following information:</p> <ul style="list-style-type: none"> a. a description of the event including volume, duration, monitoring results and receiving waters; b. the cause of the event; c. the steps taken to reduce, eliminate and prevent reoccurrence of the event; d. the exact dates and times of the event; and e. steps taken to reduce any adverse impact resulting from the event. [Minn. R. 7001]
2.1.196	<p>Upset Defense. In the event of temporary noncompliance by the Permittee with an applicable effluent limitation resulting from an upset at the Permittee's facility due to factors beyond the control of the Permittee, the Permittee has an affirmative defense to an enforcement action brought by the Agency as a result of the noncompliance if the Permittee demonstrates by a preponderance of competent evidence:</p> <ul style="list-style-type: none"> a. the specific cause of the upset; b. that the upset was unintentional; c. that the upset resulted from factors beyond the reasonable control of the Permittee and did not result from operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or increases in production which are beyond the design capability of the treatment facilities;

		<p>d. that at the time of the upset the facility was being properly operated;</p> <p>e. that the Permittee properly notified the Commissioner of the upset in accordance with Minn. R. 7001.1090, subp. 1, item I; and</p> <p>f. that the Permittee implemented the remedial measures required by Minn. R. 7001.0150, subp. 3, item J. [Minn. R. 7001]</p>
	2.1.197	Release. [Minn. R. 7001]
	2.1.198	<p>Unauthorized Releases of Wastewater Prohibited. Except for discharges from outfalls specifically authorized by this permit, overflows, discharges, spills, or other releases of wastewater or materials to the environment, whether intentional or not, are prohibited. However, the MPCA will consider the Permittee's compliance with permit requirements, frequency of release, quantity, type, location, and other relevant factors when determining appropriate action. [40 CFR 122.41, Minn. Stat. ch. 115.061]</p>
	2.1.199	<p>Discovery of a release. Upon discovery of a release, the Permittee shall:</p> <p>a. Take all reasonable steps to immediately end the release.</p> <p>b. Notify the Minnesota Department of Public Safety Duty Officer at 800-422-0798 or 651-649-5451 (metro area) immediately upon discovery of the release. You may contact the MPCA during business hours at 800-657-3864 or 651-296-6300 (metro area).</p> <p>c. Recover as rapidly and as thoroughly as possible all substances and materials released or immediately take other action as may be reasonably possible to minimize or abate pollution to waters of the state or potential impacts to human health caused thereby. If the released materials or substances cannot be immediately or completely recovered, the Permittee shall contact the MPCA. If directed by the MPCA, the Permittee shall consult with other local, state or federal agencies (such as the Minnesota Department of Natural Resources and/or the Wetland Conservation Act authority) for implementation of additional clean-up or remediation activities in wetland or other sensitive areas. [Minn. R. 7001]</p>
	2.1.200	<p>Sampling of a release. Upon discovery of a release, the Permittee shall:</p> <p>a. Collect representative samples of the release. The Permittee shall sample the release for parameters of concern immediately following discovery of the release. The Permittee may contact the MPCA during business hours to discuss the sampling parameters and protocol. In addition, Fecal Coliform Bacteria samples shall be collected where it is determined by the Permittee that the release contains or may contain sewage. If the release cannot be immediately stopped, the Permittee shall consult with MPCA regarding additional sampling requirements. Samples shall be collected at least, but not limited to, two times per week for as long as the release continues.</p> <p>b. Submit the sampling results on the Release Sampling Form (http://www.pca.state.mn.us/index.php/view-document.html?gid=18867). The Release Sampling Form shall be submitted to the MPCA with the next DMR or within 30 days whichever is sooner. [Minn. R. 7001]</p>
	2.1.201	Bypass. [Minn. R. 7001]
	2.1.202	<p>Anticipated bypass. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if the bypass is for essential maintenance to assure efficient operation of the facility. The permittee shall submit prior notice, if possible at least ten days before the date of the bypass to the MPCA.</p> <p>The notice of the need for an anticipated bypass shall include the following information:</p> <p>a. the proposed date and estimated duration of the bypass;</p> <p>b. the alternatives to bypassing; and</p> <p>c. a proposal for effluent sampling during the bypass. Any bypass wastewater shall enter waters of the state from outfalls specifically authorized by this permit. Therefore, samples shall be collected at the frequency and location identified in this permit or two times per week for as long as the bypass continues, whichever is more frequent.</p>

		[40 CFR 122.41(m)(2 and 3), Minn. R. 7001.1090, 1(J)]
	2.1.203	<p>All other bypasses are prohibited. The MPCA may take enforcement action against the Permittee for a bypass, unless the specific conditions described in Minn. R. Ch. 7001.1090 subp. 1, K and 122.41(m)(4)(i) are met.</p> <p>In the event of an unanticipated bypass, the permittee shall:</p> <ul style="list-style-type: none"> a. Take all reasonable steps to immediately end the bypass. b. Notify the Minnesota Department of Public Safety Duty Officer at 800-422-0798 or 651-649-5451 (metro area) immediately upon commencement of the bypass. You may contact the MPCA during business hours at 800-657-3864 or 651-296-6300 (metro area). c. Immediately take action as may be reasonably possible to minimize or abate pollution to waters of the state or potential impacts to human health caused thereby. If directed by the MPCA, the Permittee shall consult with other local, state or federal agencies for implementation of abatement, clean-up, or remediation activities. d. Only allow bypass wastewater as specified in this section to enter waters of the state from outfalls specifically authorized by this permit. Samples shall be collected at the frequency and location identified in this permit or two times per week for as long as the bypass continues, whichever is more frequent. The permittee shall also follow the reporting requirements for effluent violations as specified in this permit. <p>[40 CFR 122.41(m)(4)i, Minn. R. 7001.1090, 1(K), Minn. Stat. ch. 115.061]</p>
	2.1.204	Operation and Maintenance. [Minn. R. 7001]
	2.1.205	The Permittee shall at all times properly operate and maintain the facilities and systems of treatment and control, and the appurtenances related to them which are installed or used by the Permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. The Permittee shall install and maintain appropriate backup or auxiliary facilities if they are necessary to achieve compliance with the conditions of the permit and, for all permits other than hazardous waste facility permits, if these backup or auxiliary facilities are technically and economically feasible Minn. R. 7001.0150. subp. 3, item F. [Minn. R. 7001]
	2.1.206	In the event of a reduction or loss of effective treatment of wastewater at the facility, the Permittee shall control production or curtail its discharges to the extent necessary to maintain compliance with the terms and conditions of this permit. The Permittee shall continue this control or curtailment until the wastewater treatment facility has been restored or until an alternative method of treatment is provided. [Minn. R. 7001]
	2.1.207	Solids Management. The Permittee shall properly store, transport, and dispose of biosolids, septage, sediments, residual solids, filter backwash, screenings, oil, grease, and other substances so that pollutants do not enter surface waters or ground waters of the state. Solids should be disposed of in accordance with local, state and federal requirements. [40 CFR 503, Minn. R. 7041]
	2.1.208	Scheduled Maintenance. The Permittee shall schedule maintenance of the treatment works during non-critical water quality periods to prevent degradation of water quality, except where emergency maintenance is required to prevent a condition that would be detrimental to water quality or human health. [Minn. R. 7001]
	2.1.209	Control Tests. In-plant control tests shall be conducted at a frequency adequate to ensure compliance with the conditions of this permit. [Minn. R. 7001]
	2.1.210	Changes to the Facility or Permit. [Minn. R. 7001]
	2.1.211	Permit Modifications. Except as provided under Minnesota Statutes, section 115.07, subdivisions 1 and 3, no person required by statute or rule to obtain a permit may construct, install, modify, or operate the facility to be permitted, nor shall a person commence an activity for which a permit is required by statute or rule until the agency has issued a written permit for the facility or activity.

		Permittees that propose to make a change to the facility or discharge that requires a permit modification shall follow Minn. R. 7001.0190. If the Permittee cannot determine whether a permit modification is needed, the Permittee shall contact the MPCA prior to any action. It is recommended that the application for permit modification be submitted to the MPCA at least 180 days prior to the planned change. [Minn. R. 7001]
	2.1.212	<p>Plans, specifications and MPCA approval are not necessary when maintenance dictates the need for installation of new equipment, provided the equipment is the same design size and has the same design intent. For instance, a broken pipe, lift station pump, aerator, or blower can be replaced with the same design-sized equipment without MPCA approval.</p> <p>If the proposed construction is not expressly authorized by this permit, it may require a permit modification. If the construction project requires an Environmental Assessment Worksheet under Minn. R. 4410, no construction shall begin until a negative declaration is issued and all approvals are received or implemented. [Minn. R. 7001]</p>
	2.1.213	Report Changes. The Permittee shall give advance notice as soon as possible to the MPCA of any substantial changes in operational procedures, activities that may alter the nature or frequency of the discharge, and/or material factors that may affect compliance with the conditions of this permit. [Minn. R. 7001]
	2.1.214	<p>Chemical Additives. The Permittee shall receive prior written approval from the MPCA before increasing the use of a chemical additive authorized by this permit, or using a chemical additive not authorized by this permit, in quantities or concentrations that have the potential to change the characteristics, nature and/or quality of the discharge.</p> <p>The Permittee shall request approval for an increased or new use of a chemical additive at least 60 days, or as soon as possible, before the proposed increased or new use. This written request shall include at least the following information for the proposed additive:</p> <ul style="list-style-type: none">a. The process for which the additive will be used;b. Safety Data Sheet (SDS) which shall include aquatic toxicity, human health, and environmental fate information for the proposed additive. The aquatic toxicity information shall include at minimum the results of: a) a 48-hour LC50 or EC50 acute study for a North American freshwater planktonic crustacean (either Ceriodaphnia or Daphnia sp.) and b) a 96-hour LC50 acute study for rainbow trout, bluegill or fathead minnow or another North American freshwater aquatic species other than a planktonic crustacean;c. a complete product use and instruction label;d. the commercial and chemical names and Chemical Abstract Survey (CAS) number for all ingredients in the additive (If the MSDS does not include information on chemical composition, including percentages for each ingredient totaling to 100%, the Permittee shall contact the supplier to have this information provided); ande. The proposed method of application, application frequency, concentration, and daily average and maximum rates of use. <p>Upon review of the information submitted regarding the proposed chemical additive, the MPCA may require additional information be submitted for consideration. This permit may be modified to restrict the use or discharge of a chemical additive and include additional influent and effluent monitoring requirements. Approval for the use of an additive shall not justify the exceedance of any effluent limitation nor shall it be used as a defense against pollutant levels in the discharge causing or contributing to the violation of a water quality standard. [Minn. R. 7001]</p>
	2.1.215	MPCA Initiated Permit Modification, Suspension, or Revocation. The MPCA may modify or revoke and reissue this permit pursuant to Minn. R. 7001.0170. The MPCA may revoke without reissuance this permit pursuant to Minn. R. 7001.0180. [Minn. R. 7001]
	2.1.216	TMDL Impacts. Facilities that discharge to an impaired surface water, watershed or drainage basin may be required to comply with additional permits or permit requirements, including

		additional restriction or relaxation of limits and monitoring as authorized by the CWA 303(d)(4)(A) and 40 CFR 122.44.1.2.i., necessary to ensure consistency with the assumptions and requirements of any applicable US EPA approved wasteload allocations resulting from Total Maximum Daily Load (TMDL) studies. [40 CFR 122.44(l)(2)i]
	2.1.217	Permit Transfer. The permit is not transferable to any person without the express written approval of the Agency after compliance with the requirements of Minn. R. 7001.0190. A person to whom the permit has been transferred shall comply with the conditions of the permit. [Minn. R. 7001]
	2.1.218	<p>Facility Closure. The Permittee is responsible for closure and post-closure care of the facility. The Permittee shall notify the MPCA of a significant reduction or cessation of the activities described in this permit at least 180 days before the reduction or cessation. The MPCA may require the Permittee to provide to the MPCA a facility Closure Plan for approval.</p> <p>Facility closure that could result in a potential long-term water quality concern, such as the ongoing discharge of wastewater to surface or ground water, may require a permit modification or reissuance.</p> <p>The MPCA may require the Permittee to establish and maintain financial assurance to ensure performance of certain obligations under this permit, including closure, post-closure care and remedial action at the facility. If financial assurance is required, the amount and type of financial assurance, and proposed modifications to previously MPCA-approved financial assurance, shall be approved by the MPCA. [Minn. Stat. ch. 116.07, Subp. 4]</p>
	2.1.219	Permit Reissuance. If the Permittee desires to continue permit coverage beyond the date of permit expiration, the Permittee shall submit an application for permit reissuance: Due by 180 days prior to permit expiration. If the Permittee does not intend to continue the activities authorized by this permit after the expiration date of this permit, the Permittee shall notify the MPCA in writing at least 180 days before permit expiration. If the Permittee has submitted a timely application for permit reissuance, the Permittee may continue to conduct the activities authorized by this permit, in compliance with the requirements of this permit, until the MPCA takes final action on the application, unless the MPCA determines any of the following (Minn. R. 7001.0040 and 7001.0160): a. The Permittee is not in substantial compliance with the requirements of this permit, or with a stipulation agreement or compliance schedule designed to bring the Permittee into compliance with this permit; b. The MPCA, as a result of an action or failure to act by the Permittee, has been unable to take final action on the application on or before the expiration date of the permit; c. The Permittee has submitted an application with major deficiencies or has failed to properly supplement the application in a timely manner after being informed of deficiencies. [Minn. R. 7001]
	2.1.220	Permit Specific Definitions. [Minn. R. 7001]
	2.1.221	"Active Facility" means a place where work or other activity related to the production of asphalt and ready-mix / concrete products and extraction, removal, or recovery of nonmetallic minerals is being conducted. For surface mines, this definition does not include any land where grading has returned the earth to desired contour and stabilization has begun. This definition is derived from the definition of 'active mining area' found at 40 CFR pt. 440.132(a). [40 CFR 440.132(a), State Definitions]
	2.1.222	"Asphalt cement" means fluxed or unfluxed asphalt specially prepared for direct use in the manufacture of asphalt pavements. [State Definitions]
	2.1.223	"Asphalt Emulsion" means a mixture of asphalt cement, chemical, and water solution. Asphalt emulsions are produced by adding an emulsifying agent to asphalt and water. [State Definitions]
	2.1.224	"Asphalt pavement" means a mixture of asphalt cement (asphalt binder), aggregate, and other additives; may also be referred to as asphalt concrete (AC), bituminous mix (BM), and sometimes asphaltic concrete (HMAC). [State Definitions]
	2.1.225	"Effluent Monitoring Location" for the purposes of this permit means the location(s) within the boundary of the facility where the Permittee will collect mine dewatering and/or authorized

		<p>non-stormwater discharges. The effluent monitoring location(s) selected by the Permittee shall be in a location that:</p> <p>a. Is immediately below the most down-gradient BMP from the specific industrial activity that has a numeric effluent limit, but prior to where the discharge co-mingles with stormwater from other sources.</p> <p>b. Yields a sample that represents the contribution of the pollutants for which the Permittee is required to monitor. [State Definitions]</p>
	2.1.226	"Energy Dissipation" means methods employed at pipe outlets to prevent erosion. Examples include, but are not limited to: concrete aprons, riprap, splash pads, and gabions that are designed to prevent erosion. [State Definitions]
	2.1.227	"Facility" for the purposes of this permit, means land that shares a common border and that has a stormwater discharge associated with industrial activity as defined by 40 CFR Part 122.26(b)(14) with the discharge having a common owner/operator. [40 CFR 122.26(b)(14), State Definitions]
	2.1.228	"Impaired Water" means waters identified as impaired by the Agency, and approved by the USEPA, pursuant to section 303(d) of the Clean Water Act (33 U.S.C. Section 303(d)). [CWA Sect. 303.d, State Definitions]
	2.1.229	"Impoundments" mean topographic depressions designed to hold liquid. [State Definitions]
	2.1.230	"Inactive Facility" means a site or portion of a site where nonmetallic mineral mining and/or milling, asphalt reduction and ready-mix concrete production occurred in the past but is not an Active Facility. The Permittee does not anticipate mining and/or associated activities to occur in the foreseeable future, has requested the permit coverage at this inactive portion be terminated, and the inactive portion is no longer covered by an active mining permit. [State Definitions]
	2.1.231	"Infeasible" means not technologically possible or not economically practicable and achievable in light of the best industry practices. [State Definitions]
	2.1.232	"Infiltration Device" for purposes of this permit, means a device to which industrial stormwater runoff is diverted, collected, or conveyed for the purpose of infiltration. This includes all man-made and natural infiltration areas to which runoff are diverted. An infiltration device does not include the parts of the system that diverts, collects, or conveys stormwater. Incidental infiltration from conveyances such as swales or ditches, including those with erosion prevention devices such as vegetation, silt fence, or fiber bails, is not an infiltration device. However, swales, ditches, or similar devices constructed with stop logs, ditch excavation for storage or other retention devices, which are for the purpose of increased infiltration, are infiltration devices. Wetlands (including types 1 through 8) and other natural surface water bodies are not infiltration devices or parts of infiltration device systems, and cannot be used as infiltration devices, unless mitigated in accordance with applicable state rules. [State Definitions]
	2.1.233	"Karst topography" means an area underlain by fractured carbonate bedrock in which erosion has produced geological characteristics such as: sinkholes; springs, subsurface drainage; caves; sinking streams; dissolutionally enlarged joints (grikes) or bedding planes, and bedrock surface channels (karren). Counties known for karst features include parts of Dakota, Rice, Dodge, and Mower, and most of Goodhue, Olmsted, Winona, Wabasha, Houston and Fillmore. [State Definitions]
	2.1.234	"Mine Pit Dewatering" means any water that is impounded or that collects in the mine and is pumped, drained or otherwise removed from the mine through the efforts of the mine operator. Uncontaminated groundwater and stormwater collecting in a low area in which there is already an existing stormwater outlet for stormwater/seepage by gravity overflow shall not be considered mine pit dewatering. However, if a mine is also used for treatment of process generated wastewater, discharges of commingled water from the facilities shall be deemed discharge of process generated wastewater. [State Definitions]

2.1.235	"Non-Stormwater Discharge" means any discharge not comprised entirely of stormwater. [State Definitions]
2.1.236	"Operator" is the person responsible for the overall operation of an industrial facility under Minn. R. pt. 7090.3000. [Minn. R. 7090.3000, State Definitions]
2.1.237	"Owner" is the person who owns an industrial facility or part of an industrial facility under Minn. R. pt. 7090.3000. [Minn. R. 7090.3000, State Definitions]
2.1.238	"Person" means any human being, any municipality or other governmental or political subdivision or public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing, or any other legal entity, but does not include the MPCA. [State Definitions]
2.1.239	"Pipes" mean hollow cylinders or tubes constructed of non-earthen materials. [State Definitions]
2.1.240	"Pollution Prevention Plan" (Plan) means a plan for stormwater and non-stormwater discharges that include facility-specific activities and actions to, first, identify sources of pollution or contamination at the facility, and second, select and implement BMPs to eliminate or reduce contact of stormwater with significant materials and non-stormwater discharges that may result in polluted runoff from the facility. [State Definitions]
2.1.241	"Primary Standard Industrial Classification (SIC) Code" for the purposes of this permit, is the SIC code associated with the industrial activity that generates the greatest revenue. If revenue data is not available, the owner/operator shall base the determination on the number of employees engaged in the industrial activity. If it is not possible to determine the primary SIC code using either of these two methods, the owner/operator shall base the determination on the SIC code with the greatest production. The industrial activity that generates the greatest revenue, employs the most personnel, or has the greatest production, is the industrial activity assigned the primary SIC code. [State Definitions]
2.1.242	"Reclamation" means activities undertaken in compliance with applicable mined land reclamation requirements following the cessation of activities associated with extraction, removal and recovery of nonmetallic minerals, intended to return the land to an appropriate post-mining land use. [State Definitions]
2.1.243	"Seasonal High Water Table" means the highest level the water table reaches during a given year. Methods of determining the seasonal high water table are given in part 7041.3400, subpart 3. [Minn. R. 7041.0100, Subp. 48]
2.1.244	"Sediment Control" means methods employed to prevent sediment from leaving the site. Sediment control practices include silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection, and temporary or permanent sedimentation basins. [Minn. R. 7041.0100, Subp. 48, Minn. R. 7041.3400, Subp. 3, State Definitions]
2.1.245	"Significant Materials" includes, but is not limited to: raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); any chemical the facility is required to report pursuant to Section 313 of the Emergency Planning and Community Right-to-Know Act (EPCRA); fertilizers; pesticides; and waste products such as ashes, slag, and sludge that have the potential to be released with stormwater discharges. When determining whether a material is significant, the physical and chemical characteristics of the material should be considered (e.g. the material's solubility, transportability, and toxicity characteristics) to determine the material's pollution potential [40 CFR 122.26(b)(12)]
2.1.246	"Small Construction Activity" means small construction activity as defined in 40 C.F.R. part 122.26(b)(15). Small construction activities include clearing, grading and excavating that result in land disturbance of equal to or greater than one acre and less than five acres. Small construction activity includes the disturbance of less than one acre of total land area that is

		part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres. [State Definitions]
	2.1.247	"Stormwater Pond" for purposes of this permit means constructed detention or retention facilities for the treatment of stormwater runoff under the requirements of this permit. This includes permanent ponds, dry ponds, flow equalization ponds (followed by other BMPs), and constructed wetlands. However, natural wetlands (including types 1-8) and other natural surface water bodies are not industrial stormwater ponds, parts of ponds or pond systems, and cannot be used as BMPs for stormwater treatment unless mitigated in accordance with applicable state rules. [State Definitions]
	2.1.248	"Structural BMPs" refers to the installation of devices that will reduce or eliminate pollutants to stormwater through installation of permanent structural devices to treat or control runoff. Examples of structural BMPs include but are not limited to installation of stormwater diversion berms or channels; sedimentation basins (retention or detention basins); oil/water separators; grit chambers; roofs, awnings, or buildings to cover significant material. [State Definitions]
	2.1.249	"Tanks" means a container, vessel, or enclosure designed to contain substances and is constructed of materials such as concrete, steel, plastic, or fiberglass reinforced plastic, and provides structural support. [State Definitions]
	2.1.250	"Temporarily Inactive Facility" means a site or portion of a site where nonmetallic mineral mining and/or milling, asphalt production and ready-mix concrete production occurred in the past but currently are not being actively undertaken and permit coverage is being maintained for the possibility of mining and/or associated activities in the foreseeable future. [State Definitions]
	2.1.251	"Treatment Works" means any plant, disposal field, lagoon, dam, pumping station, constructed drainage ditch or surface water intercepting ditch, or other works not specifically mentioned herein, installed for the purpose of treating, stabilizing or disposing of sewage, industrial waste, or other wastes. For the purposes of this permit, this includes stormwater ponds, sedimentation basins and/or infiltration devices for stormwater management. [Minn. Stat. ch. 115.01, Subd. 21, State Definitions]
	2.1.252	"Water Quality Standards" means those provisions contained in Minn. R Chapters 7050 and 7052. [Minn. R. 7050, Minn. R. 7052, State Definitions]
	2.1.253	<p>"Wetlands" means those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Constructed wetlands designed for wastewater treatment are not waters of the state. Wetlands must have the following attributes:</p> <ul style="list-style-type: none"> a. a predominance of hydric soils; b. inundated or saturated by surface water or groundwater at a frequency and duration to support a prevalence of hydrophytic vegetation typically adapted for life in a saturated soil condition; and, c. under normal circumstances support a prevalence of such vegetation. <p>[Minn. R. 7050.0186, Subp. 1(a)B, State Definitions]</p>

3. Submittal action summary

MNG490596	W Lorentz & Sons Construction, Inc	
		Non-Metallic Mining and Associated Activities General Permit Requirements
	3.1.1	Permit Reissuance. If the Permittee desires to continue permit coverage beyond the date of permit expiration, the Permittee shall submit an application for permit reissuance: Due by 180 days prior to permit expiration. If the Permittee does not intend to continue the activities authorized by this permit after the expiration date of this permit, the Permittee shall notify the MPCA in writing at least 180 days before permit expiration. If the Permittee has submitted a timely application for permit reissuance, the Permittee may continue to conduct the activities authorized by this permit, in compliance with the requirements of this permit, until the MPCA takes final action on the application, unless the MPCA determines any of the following (Minn. R. 7001.0040 and 7001.0160): a. The Permittee is not in substantial compliance with the requirements of this permit, or with a stipulation agreement or compliance schedule designed to bring the Permittee into compliance with this permit; b. The MPCA, as a result of an action or failure to act by the Permittee, has been unable to take final action on the application on or before the expiration date of the permit; c. The Permittee has submitted an application with major deficiencies or has failed to properly supplement the application in a timely manner after being informed of deficiencies. [Minn. R. 7001]

Permit issued: June 23, 2023
Permit expires: May 31, 2027

4. Limits and monitoring

Subject item	Parameter	Discharge limitations							Monitoring requirements			Notes
		Quantity /Loading av.	Quantity /Loading max.	Quantity /Loading units	Quality /Conc. min.	Quality /Conc. av.	Quality /Conc. max.	Quality/ Conc. units	Frequency	Sample type	Effective period	









DISPLAYNAME	MAILINGADDR	MAILINGCITYSTATEZIP
KENDALL HARVEY M & DIANN A REVOCABLE TRUST	108 HILLCREST RD	MONTICELLO MN 55362
GELDNER BROTHERS SAND & GRAVEL LLC	1132 RABBIT RD	SAINT PETER MN 56082
MNR 130 LLC	130 DELAWARE ST SE	LONSDALE MN 55046
KAMPS CHARLOTTE V REVOCABLE TRUST	137 S MORNINGSIDE DR	LE SUEUR MN 56058
JACYL PARTNERSHIP LLP	2216 SHALOM AVE	MANKATO MN 56001
HIGH POINT FARMS LLC	2216 SHALOM AVE	MANKATO MN 56001
Karen Brancamp- Lake Prairie Township	33952 348th St	Le Sueur, MN 56058
CARLBLOM TORREY C & JULIE A CARLBLOM	35545 398TH LN	SAINT PETER MN 56082
JASTER LYLE & CAROLINE J JASTER	38949 COUNTY ROAD 20	SAINT PETER MN 56082
PETERSON JUSTIN & MADELEINE WALTER	39757 COUNTY ROAD 20	SAINT PETER MN 56082
WALTER JEREMY A & LISA F WALTER	39761 COUNTY ROAD 20	SAINT PETER MN 56082
DAVIS JAMES S & ANNE L DAVIS	39835 COUNTY ROAD 20	SAINT PETER MN 56082
ANDERSON KIRK H & AMY M ANDERSON	39870 COUNTY ROAD 20	SAINT PETER MN 56082
SOROKA JACEK T & MALGORZATA D SOROKA	39877 COUNTY ROAD 20	SAINT PETER MN 56082
KENDALL MARK & SUSAN KENDALL	39956 US HIGHWAY 169	SAINT PETER MN 56082
MCCABE AMBROSE R & SCHELLI O MCCABE	40497 COUNTY ROAD 20	SAINT PETER MN 56082
MN (STATE OF)	500 LAFAYETTE RD	SAINT PAUL MN 55155-4030
GULF SHORE LLC	805 EVENSON ST	SAINT PETER MN 56082
GP-75 LLC	PO BOX 30	SAINT PETER MN 56082



PLANNING & ZONING ADVISORY COMMISSION CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT

Name of Applicant Matt Brostrom & Shari Brostrom
Property Owner GP-75, LLC
File PLN23-13

Hearing September 19, 2023
BOC Meeting September 26, 2023

Use Request Three-year review of a mineral extraction permit to mine, crush, and stockpile gravel, and operate a to operate a hot mix plant

FINDINGS OF FACT

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

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is a permitted within the Conservancy Zoning District. The operation is similar to other mineral extraction operations within the County.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The site has direct access to Highway 169 and County Road 20. The anticipated burden to existing roads and utilities appears to be minimal.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The operation is mostly shielded from surrounding properties by a berm. The applicant has filed a reclamation plan with the County for when mining operations cease.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is typical for a mineral extraction operation in the area.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use meets all Nicollet County Land Use Ordinance standards.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The aggregate industry provides revenue and jobs within the County. The requested use is in harmony with the Comprehensive Plan.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The operation is screened from the surrounding area. There will be no blasting taking place on site. The road is treated for dust control.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is permitted within the Conservancy Zoning District. The operation is similar to other mineral extraction operations in the area, and the site has been in use since 1987.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The applicant has a valid NPDES Permit. No explosives will be stored or used on site.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

10. The requested use ☐ WILL ☒ WILL NOT have adverse effect upon public health, safety and welfare due to the following other factors:

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use meets all County standards. The requested use appears to have no adverse effect upon public health, safety and welfare.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION

☒ RECOMMENDS APPROVAL OF THE REQUESTED USE ☐ RECOMMENDS DENIAL OF THE REQUESTED USE

THIS DECISION WAS BASED UPON

- | | |
|--|--|
| <input checked="" type="checkbox"/> Application | <input type="checkbox"/> Site visit |
| <input checked="" type="checkbox"/> Information received at public hearing | <input checked="" type="checkbox"/> Staff Report |
| <input checked="" type="checkbox"/> Pictures | |

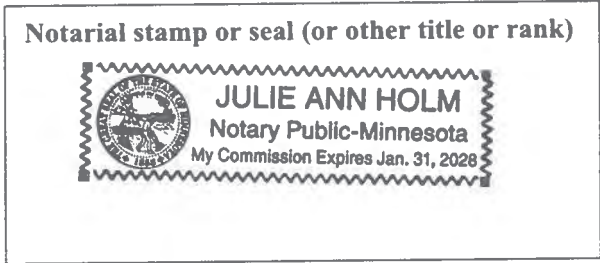
SPECIAL CONDITIONS ARE LISTED ON THE RECORDED CONDITIONAL USE PERMIT AND IN THE RECORD.

FACTS SUPPORTING THE ANSWER TO EACH QUESTION ABOVE ARE HEREBY CERTIFIED AS THE FINDINGS OF THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION.

Date: 9/20/2023 Chair: Dave Ubel

STATE OF MINNESOTA
COUNTY OF NICOLLET

The foregoing instrument was acknowledged before me this 20th day of September 2023,
by Dave Ubel.



Julie Holm
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



CONDITIONAL USE PERMIT

MINERAL EXTRACTION PERMIT RENEWAL

Gulf Shore LLC

PLN23-14

**NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION**

SUBJECT:	Three year review of a mineral extraction Conditional Use Permit, PLN23-14
APPLICANT:	Matt Brostrom & Shari Brostrom
LANDOWNER:	Gulf Shore LLC
LOCATION:	G.L. 6 & the Northeast ¼ of the Northeast ¼, Section 05-110-26 in Traverse Township
PARCEL NO:	12.104.0100 & 12.105.0400
EXISTING ZONING:	Conservancy & Shoreland Zoning Districts
HEARING DATE:	09/19/2023
COUNTY BOARD DATE:	09/26/2023

REQUEST

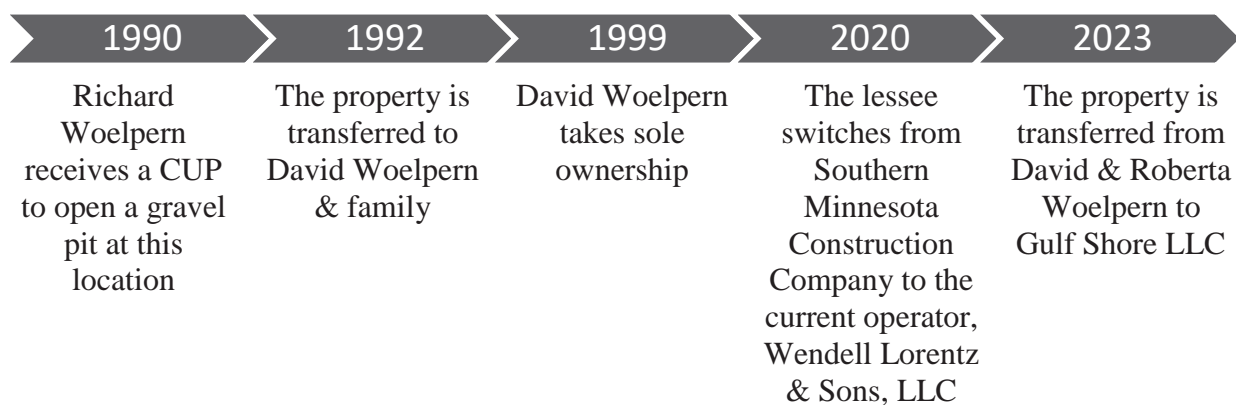
The Applicants are requesting a three (3) year review of their mineral extraction permit to mine, crush, and stockpile gravel, and operate a hot mix plant.

ORDINANCE:

Mineral extraction operations are required to renew their conditional use permit every three (3) years per Nicollet County Zoning Ordinance 424.2 (3).

PROJECT DESCRIPTION

Timeline:



Operations:

The Applicants state they have removed 68,216 tons of material from the roughly ten (10) acre aggregate mine over the past three (3) years. Gravel is extracted, crushed, and stored using typical equipment such as front end loaders, bulldozers, scrapers, and excavators. The site is also permitted for a hot mix plant, although it is not being used at this time. Recycled asphalt and concrete is currently being stored on site in piles for later use in the hot mix plant.

The site equipment is being stored on the property to the north owned by GP-75 LLC, which is also leased out to Wendell Lorentz & Sons Construction. Fuel is delivered from local vendors as needed. Electricity comes from hard wired sources but is also produced with generators.

Access:

The site has direct access to U.S. Highway 169. The site also has access to County Road 20 through the GP-75, Inc. pit to the north and, from there, by easement across the Walter property from the west.

Appearance:

The site is screened from neighboring properties, the road, and the Minnesota River by forest and topography in all directions.

Setbacks:

The mining area appears to have encroached within the fifty (50) foot setback along the northern property line towards the Geldner Brothers Pit. Nicollet County Zoning Ordinance 724.5 (17) allows mineral extraction operations to encroach within the property line setback provided permission is secured from the neighboring property owner and recorded. The encroachment area should be restored or an agreement secured with Geldner Brothers and recorded to comply with the ordinance.

The extraction operation seamlessly crosses the property line to the north onto the GP-75 LLC Property; both mines are owned by the Applicants and are leased by Wendell Lorentz & Sons Construction. The setback appears to have been generally maintained in all other directions.

Blasting:

No blasting occurs on site.

Bond Requirements:

The Applicants have a bond on file in the amount of \$30,000. The required amount is \$2,500 per acre due to the pit pre-existing the 2014 Mineral Extraction Zoning Ordinance amendment requiring \$5,000 per acre.

Hours of Operation:

The pit operates Monday through Sunday as needed, from 6 a.m. to 7 p.m. In 2014, the Applicants were approved to deviate from Section 724.5(9) of the Zoning Ordinance, which requires mining operations to be conducted between 7 a.m. and 7 p.m. The change was requested in order to meet a five (5) year project supply estimate from MNDOT. The additional hour in the morning has been approved as part of their conditional use permit renewals since.

Stormwater:

Stormwater is diverted to a pond at the bottom of the pit, which then naturally filters into the ground.

Dust, Noise, & Odor Control:

Water is spread on the road as needed to control dust. Noise and odor are not expected to be outside of the typical range for a gravel pit and hot mix plant. Andrew Lorentz with Wendell Lorentz & Sons Construction is the point of contact for any dust, noise, or odor related complaints.

Reclamation Plan:

The Applicants have a restoration plan on file showing the edges being smoothed out to the pit bottom, which may form a pond. The proposed end use is a wildlife habitat.

Waste Disposal:

The Applicants state that waste is disposed of offsite as needed.

EXISTING LAND USE

The property consists of two parcels with a mineral extraction operation, farmland, and forested bluff. There is stream running through the southern portion of the property.

SURROUNDING LAND USE

The property is surrounded by other mineral extraction operations to the north, the Minnesota River and Highway 169 to the east, forested bluff to the west, and a farm field with some bluff to the south.

MINNESOTA POLLUTION CONTROL AGENCY STANDARDS (MPCA)

This pit does not currently have a National Pollutant Discharge Elimination System (NPDES) Permit. The MPCA advises that Wendell Lorentz & Sons will be required to add it to their existing permit, MNG490596.

NEIGHBOR NOTIFICATION

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

CONDITIONAL USE PERMIT CRITERIA

- 1. Given the nature of the land, the requested use is compatible with the general welfare, public health and safety.**
 - Mineral extraction is a conditionally permitted use in the Conservancy and Shoreland Zoning Districts.
 - The use is similar to other mineral extraction operations within the County.
 - The Applicants will be required to obtain a National Pollutant Discharge Elimination System (NPDES) Permit.
- 2. The requested use will not create an unreasonably excessive burden on the existing roads or utilities.**
 - The size and function of the facility is not unreasonable for the location.
 - The pit has direct access to Highway 169.
 - It appears the burden on public infrastructure will be minimal.
- 3. The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.**
 - The mineral extraction operation is surrounded by trees which shield it from neighboring properties.
 - No unreasonable noise, odor, or glare is expected. The Applicants have a method of controlling dust.
 - The Applicants have a procedure in place to handle and resolve complaints.
 - An end use plan is on file, and the Applicants will be required to restore the property when extraction operations cease.

- 4. The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.**
 - The mineral extraction operation is surrounded by trees which shield it from neighboring properties.
 - The operation appears to be typical for mineral extraction within the County.
 - The use adheres to the applicable standards of Sections 724.5(3) and 724.5(16) of the Zoning Ordinance for the appearance and screening of mineral extraction facilities.
- 5. The requested use is consistent with the Nicollet County Land Use Ordinances.**
 - The request meets the applicable standards and requirements found in Sections 505, 603, and 724 of the Zoning Ordinance for mineral extraction conditional use permits.
 - The request meets the standards of the Shoreland Management Ordinance.
- 6. The requested use is not in conflict with the Nicollet County Comprehensive Plan.**
 - The Comprehensive Plan states that the aggregate industry provides vital jobs for residents and revenue for local businesses.
 - The Comprehensive Plan states that Nicollet County will continue to work with aggregate businesses, such as this one, to ensure that these operations can continue in a sustainable and environmentally friendly manner.
- 7. The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.**
 - No noise, odor, glare or general unsightliness beyond what is reasonable for a gravel pit is expected.
 - The Applicants have a method of controlling dust.
 - No blasting takes place onsite.
- 8. The requested use is reasonably related to the existing land use and environment.**
 - Mineral extraction is a conditionally permitted use in the Conservancy and Shoreland Zoning Districts.

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

- The Applicants will be required to obtain a National Pollutant Discharge Elimination System (NPDES) Permit.
- The Applicants are not using explosives nor storing hazardous waste.
- Any changes to the operation will require an amended conditional use permit.

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

- The request as proposed appears to meet County standards, with no apparent adverse effects to public health, safety, and welfare.

RECOMMENDATIONS

1. The Applicants shall undertake the project according to the plans and specifications submitted to the County with the application.
2. The conditional use permit will be periodically reviewed by the County to assure compliance with the permit and permit conditions.
3. The County may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions, and all other applicable statutes, rules, and ordinances.
4. The conditional use permit to mine, crush, and stockpile gravel and operate a bituminous/concrete batch plant onsite will be reviewed in September 2026.
5. The bond shall be amended as needed to cover the amount of actively mined acres and not yet reclaimed acres. The bond must be kept in force during the time of operation.
6. A continuation certificate of the bond shall be sent to the Property Services Division with no lapse in time during the course of this permit.
7. The contractor shall take the appropriate action to minimize the dust on the road from hauling and the wash plant.
8. If needed, the Applicants must obtain a water appropriations permit from the Department of Natural Resources.
9. The Applicants shall conduct mining operations between 6 a.m. and 7 a.m., except in the event of an emergency.
10. If required, the Applicants or the pit operator shall obtain a National Pollutant Discharge Elimination System (NPDES) Permit.
11. The setbacks and procedures outlined in Nicollet County Zoning Ordinance 724.5 (17) shall be adhered to.

Applicant: Matt Brostrom & Shari Brostrom
Landowners: Gulf Shore LLC

PLN23-14

ATTACHMENT A	Application
ATTACHMENT B	Location Map
ATTACHMENT C	Aerial Map
ATTACHMENT D	Submitted by Applicant
ATTACHMENT E	Site Photographs
ATTACHMENT F	Neighbor Notification List
ATTACHMENT G	Criteria for Conditional Use Permit



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

PLANNING & ZONING ADVISORY COMMISSION APPLICATION

TOTAL FEES: \$496.00

Map#: 14-05-200-003 & 14-04-100-001

Parcel#: 12.105.0400 & 12.104.0100

Permit#: PLN23-14

Date: 8/23/2023

Applicant: Matt Brostrom & Shari Brostrom

Telephone: 507 317 3641

Owner: Gulf Shore LLC

Property Address: 12.105.0400 & 12.104.0100

Abbreviated Legal Description: NENE 5-110-26 PT & GL 6 4-110-26 PT

Township: Lake Prairie Township

Zoning District(s): CONSERVANCY

Record Type: Conditional Use Permit

Subtype: New

Category: Other

Description: Mineral Extraction CUP Renewal

G.C. Licence#: n/a

Job Cost: n/a

PERMIT EXPIRATION DATE: 8/23/2024

Matt Brostrom
Matt Brostrom (Aug 23, 2023 15:57 CDT)
APPLICANT SIGNATURE

Aug 23, 2023
DATE

James Fowler
PROPERTY SERVICES

08/23/23
DATE

ATTACHMENT A
Application


PLN23-14 App


Final Audit Report


2023-08-23


Created:	2023-08-23
By:	Spencer Crawford (Spencer.Crawford@co.nicollet.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT2VllgVBC2wH94HPX3oVWZZYVppbZnNn


"PLN23-14 App" History


 Document created by Spencer Crawford (Spencer.Crawford@co.nicollet.mn.us)
2023-08-23 - 8:53:56 PM GMT

 Document emailed to mattb@pellinc.com for signature
2023-08-23 - 8:54:15 PM GMT

 Email viewed by mattb@pellinc.com
2023-08-23 - 8:55:40 PM GMT

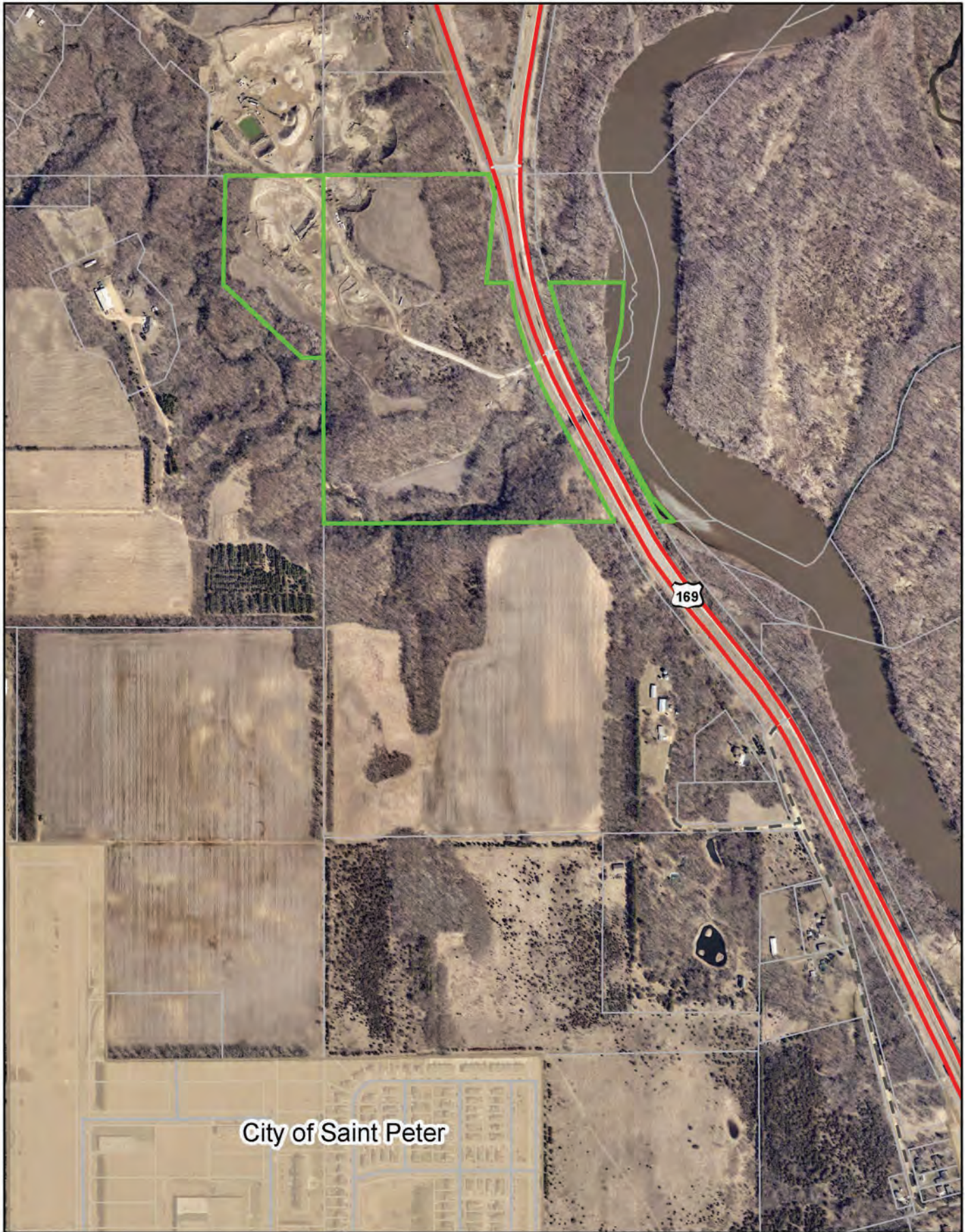
 Signer mattb@pellinc.com entered name at signing as Matt Brostrom
2023-08-23 - 8:57:11 PM GMT

 Document e-signed by Matt Brostrom (mattb@pellinc.com)
Signature Date: 2023-08-23 - 8:57:13 PM GMT - Time Source: server

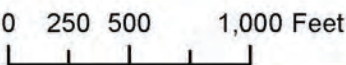
 Agreement completed.
2023-08-23 - 8:57:13 PM GMT



ATTACHMENT B
Aerial Map



ATTACHMENT C
Location Map



Disclaimer: The information herein is intended to be a true representation of available records. However, there is no guarantee to the user as to the accuracy, suitability, or reliability of this data for any purpose. Nicollet County assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data. The user accepts the data "as is", and assumes all risks associated with its use. By acceptance of this data, the user agrees not to transmit this data or provide access to it or any part of it to another party.



MINERAL EXTRACTION CHECKLIST

The following information is required to be provided for a conditional use permit application. Additional information may be required, as determined necessary by the Zoning Administrator and per Section 724 of the Zoning Ordinance.

NUMBER OF ACRES AS FOLLOWS:

6 Acres being mined or used for mining purposes (stockpiles, equipment storage, haul roads, etc).
30 Acres permitted and remaining to be mined in future phases.
4 Acres where land reclamation has occurred.
46 Acres not permitted to be mined (non-mining related acres).
86 Total acreage of property.

TONNAGE OF MATERIAL REMOVED:

68,216 Tons of material removed from site over the past three (3) years, or since last permit renewal date.

Include a copy of the renewed **BOND** or **LETTER OF CREDIT** for the site. Continuation letters must to be sent to the Property Services Office on years when the permit is not scheduled for renewal.

PLEASE PRINT:

Property Owner: Gulf Shore, LLC
 Owner's Address: 805 W Evenson St., St. Peter, MN 56082
 Contractor working the site: Wendell Lorentz & Sons
 Contractor's address: 125 Kingway Dr, Mankato, MN 56001
 Contractor's phone number: 507-388-4182
 Date: August 7, 2023
 Applicant (Landowner or Contractor) Signature: [Signature]
 Parcel No. 12.105.0400 & 12.104.0100 Map No. 14-05-200-003 & 14-05-200-003 Revised 11-29-18 JH

ATTACHMENT D
Submitted by Applicant

Mission Statement
Providing efficient services
with innovation and accountability.

Leadership. Efficiency.
Accountability. Innovation.
Integrity.

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

Gulf Shore LLC Operations Plan

The equipment that is operating at these locations is your standard construction vehicles straight trucks, semis, and pickup trucks. The machinery includes but is not limited to loaders, excavators, dozers, screening, crushing, and washing equipment. This is just an example of the equipment that could be onsite and doesn't not necessarily mean that it is operating all at the same time. Currently we are not operating any hot mix plants.

The estimated number of daily trip is approx. around 25, with peak days surpassing that. Control measures are in place such as water to address dust and the pit locations are operating within allowable noise thresholds

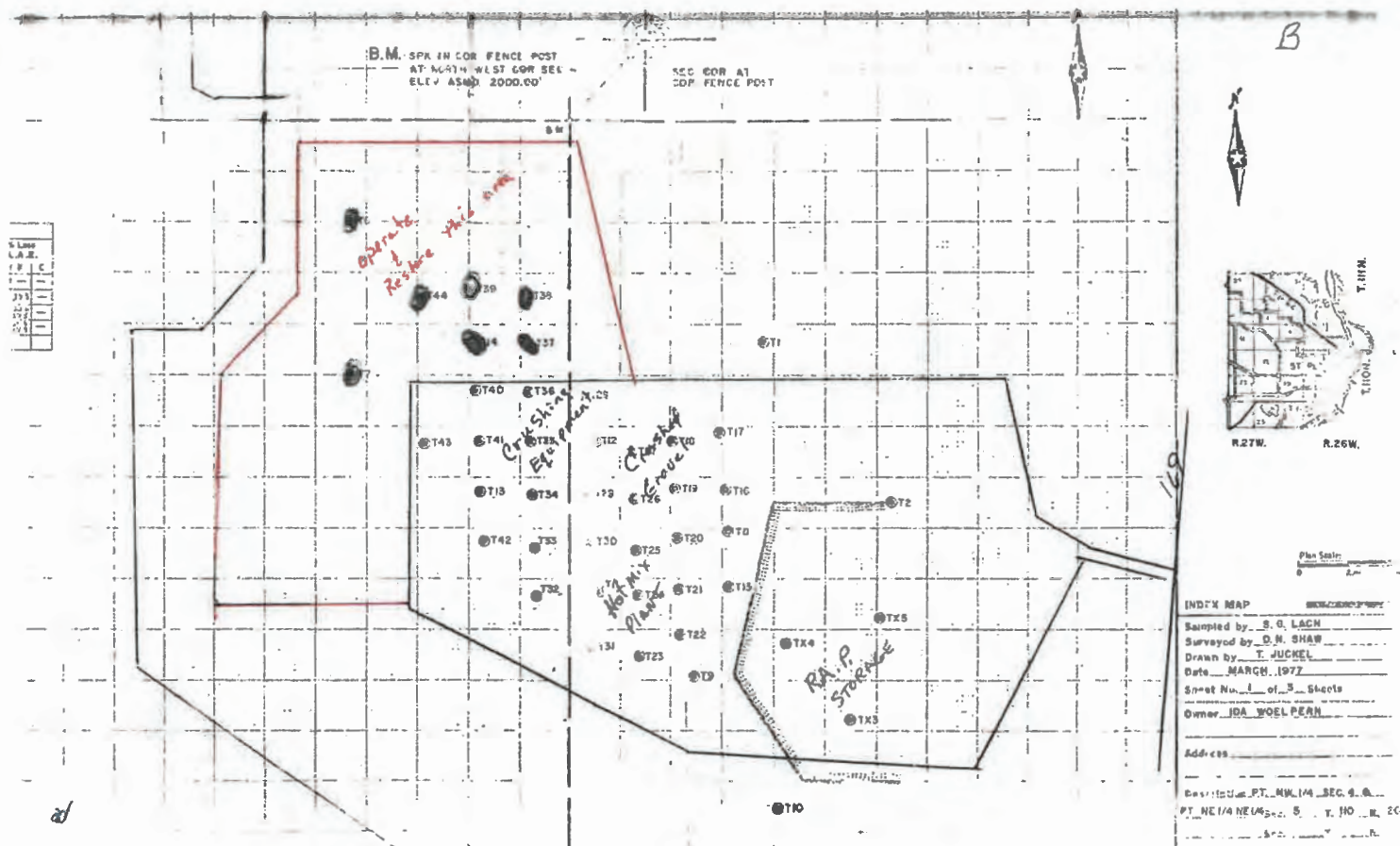
Materials stored onsite include fuel and fluids that are commonly associated with heavy machinery

Waste products are disposed of offsite, using the appropriate professional services for disposal when needed

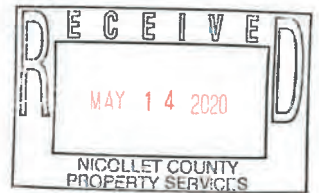
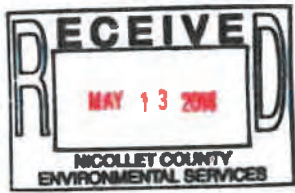
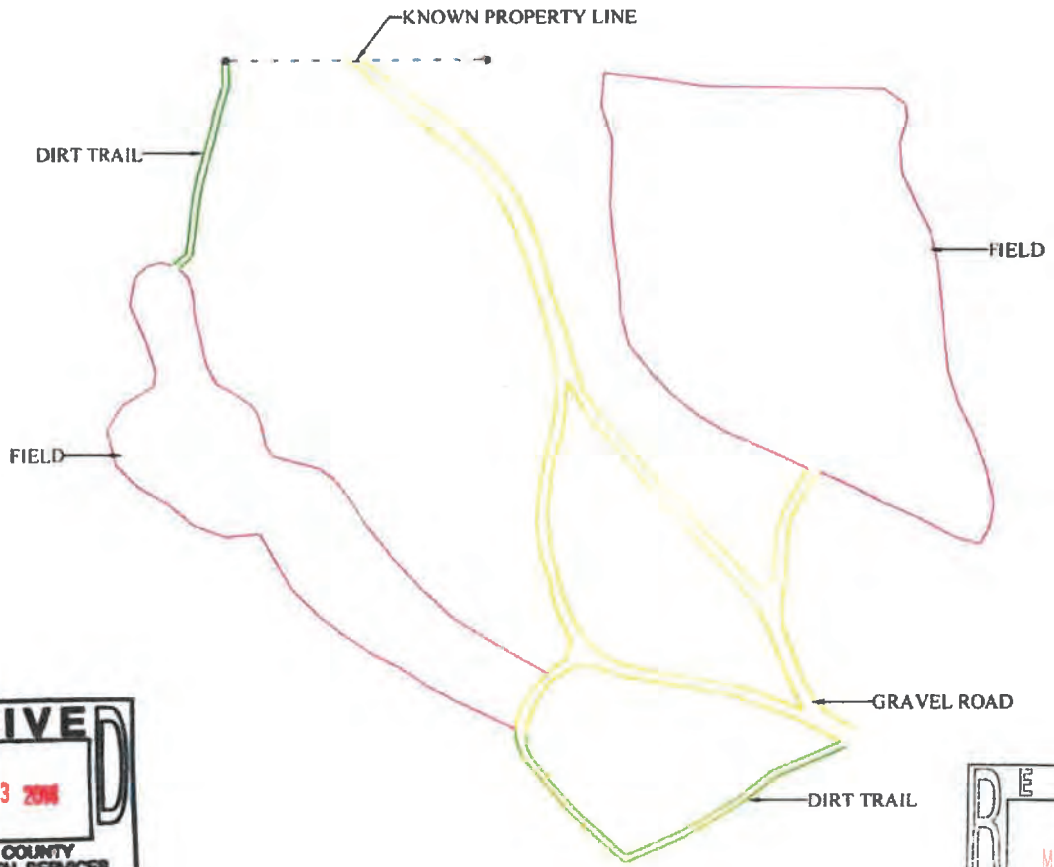
Hours of operation are consistent with county ordinances Monday – Sunday 6:00 am – 7:00pm

Andrew Lorentz is the contact- (507)340-8901 is the complaint management person.

Storm water is diverted to the holding pond in the pit. There are berms around pit to control the water.

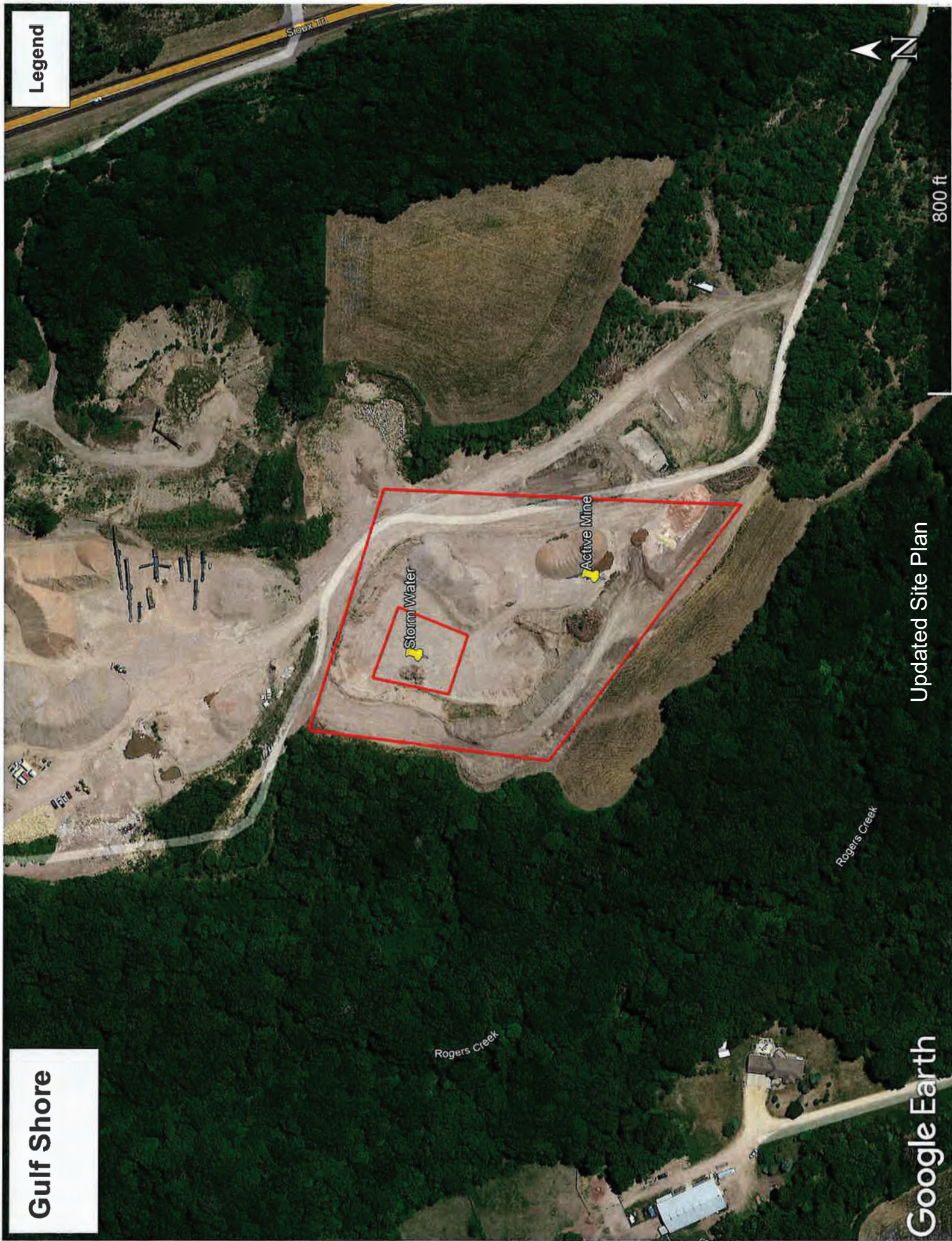


XXXXXXXXXXXXX
 Map 6 Proposed Operations (Original)
 Past Operations Map



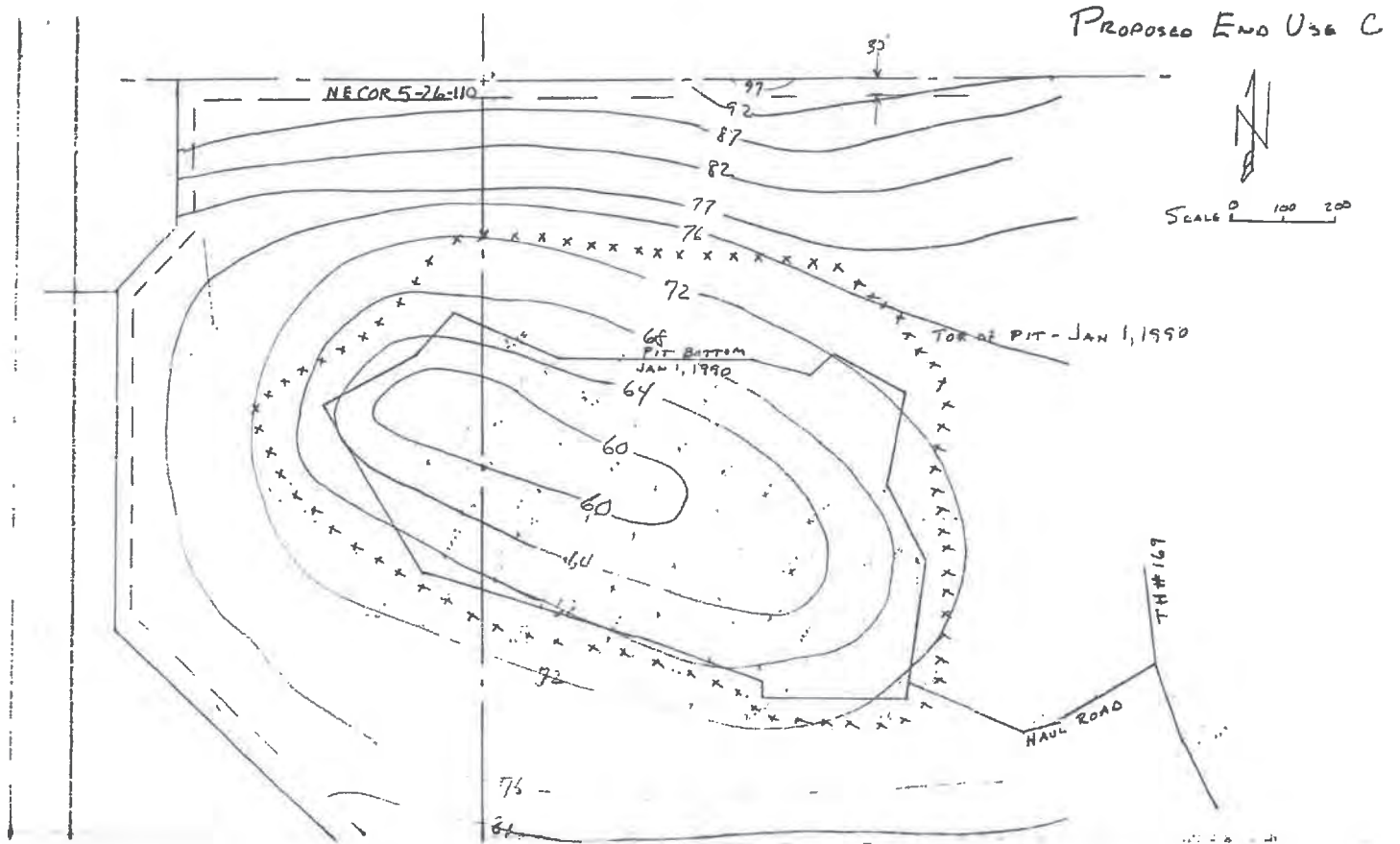
Legend

Gulf Shore

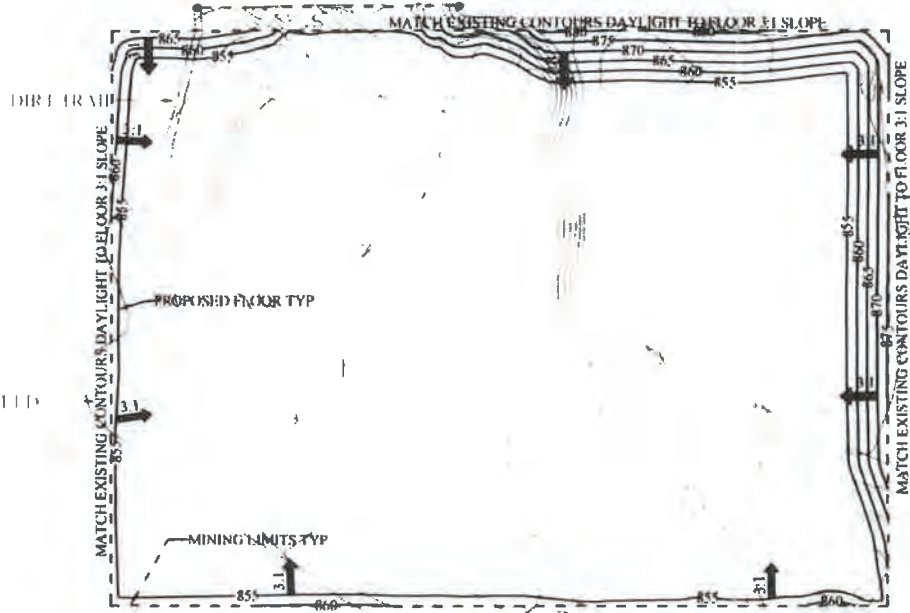


Updated Site Plan

Google Earth



ATTACHMENT F.5
Map C - Reclamation/End Use (Original)



WOELPERN PIT PROPOSED RECLAMATION DRAWING SURVEYED MAY 5TH. 2014

SCALE 1"=200' DRAWN BY JAS



ATTACHMENT F.6
Map C - Reclamation/End Use (2014)



4700 WEST 77TH STREET
EDINA, MN 55435 - 4818
(952) 835-5350 | (800) 862-6070
www.wnins.com

BOND EXECUTION REPORT

AGENCY:

PELL INSURANCE & REAL ESTATE
221 NASSAU ST
SAINT PETER, MN 56082

PRINCIPAL:

WENDELL LORENTZ & SONS INC
PO Box 847
Mankato, MN 56002-0847

OBLIGEE:

NICOLLET COUNTY ENVIRONMENTAL SERVICES
501 S Minnesota Ave
Saint Peter, MN 56082-2507

SURETY:

Western National Mutual Insurance Company
4700 W 77th St
Edina, MN 55435-4818

BOND INFORMATION:

Bond Number:	56859	Type of Bond:	Western National Generic License Bond (Other)
Date of Execution:	02/13/2023	Class Code:	906
Effective Date:	05/11/2023	Expiration Date:	05/11/2024
Penal Sum:	\$30,000.00	State:	Minnesota
Premium:	\$300.00	Billing Method:	B (B= Agency Bill, D = Direct Bill)

NOTES: *Gulf Shore, LLC*

Western National appreciates your business! The first year premium is fully earned on the issuance of this bond. The premium will be billed according to the billing method listed above:

Direct Bill Payments - Bill Pay: (800) 352-2772 - Payment can be made on-line or by mail to:
Western National Insurance Group - P.O. Box 59184 Minneapolis, MN 55459-0184.

Agency Bill - Statements are mailed monthly to the agency with net amount due for the total statement.



ATTACHMENT E
Site Photographs



DISPLAYNAME	MAILINGADDR	MAILINGCITYSTATEZIP
KENDALL HARVEY M & DIANN A REVOCABLE TRUST	108 HILLCREST RD	MONTICELLO MN 55362
GELDNER BROTHERS SAND & GRAVEL LLC	1132 RABBIT RD	SAINT PETER MN 56082
DRANTTEL MARIE	117 S 3RD ST	SAINT PETER MN 56082
MNR 130 LLC	130 DELAWARE ST SE	LONSDALE MN 55046
MN HISTORICAL SOCIETY	200 TOWER AVE	SAINT PAUL MN 55111
DRANTTEL MARIE	34697 DAISY LN	SAINT PETER MN 56082
DAVIS JAMES S & ANNE L DAVIS	39835 COUNTY ROAD 20	SAINT PETER MN 56082
SOROKA JACEK T & MALGORZATA D SOROKA	39877 COUNTY ROAD 20	SAINT PETER MN 56082
KENDALL MARK & SUSAN KENDALL	39956 US HIGHWAY 169	SAINT PETER MN 56082
MCCABE AMBROSE R & SCHELLI O MCCABE	40497 COUNTY ROAD 20	SAINT PETER MN 56082
FREY-HAWKINS RANDY B & JOANN P FREY-HAWKINS	40700 CEDAR RIDGE RD	SAINT PETER MN 56082
Helen Wenner- Traverse Township	41416 403rd Ave	St Peter, MN 56082
MN (STATE OF)	500 LAFAYETTE RD	SAINT PAUL MN 55155-4030
GULF SHORE LLC	805 EVENSON ST	SAINT PETER MN 56082
GP-75 LLC	PO BOX 30	SAINT PETER MN 56082



PLANNING & ZONING ADVISORY COMMISSION CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT

Name of Applicant Matt Brostrom & Shari Brostrom

Hearing September 19, 2023

Property Owner Gulf Shore, LLC

BOC Meeting September 26, 2023

File PLN23-14

Use Request Three-year review of a mineral extraction permit to mine, crush, and stockpile gravel, and operate a hot mix plant

FINDINGS OF FACT

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

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is a permitted within the Conservancy and Shoreland Zoning Districts. The operation is similar to other mineral extraction operations within the County. The applicant is required to obtain a National Pollutant Discharge Elimination System (NPDES) Permit.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use has direct access to Highway 169, and the burden on existing roads and utilities appears to be minimal.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is shielded from surrounding properties by a berm & trees. There is a reclamation plan on file with the County for when operations cease.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is typical for mineral extraction operations within the County, and adheres to the applicable standards of Sections 724.5(3) and 724.5(16) of the Zoning Ordinance for the appearance and screening of mineral extraction facilities.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use meets all Nicollet County Land Use Ordinance standards.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The aggregate industry provides vital jobs and revenue for local businesses within the County. The requested use is in harmony with the Comprehensive Plan.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use appears to create no adverse effects on nearby property owners. No blasting takes place on site. The applicant has a method to control road dust.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use is a conditionally permitted use within the Conservancy and Shoreland Zoning Districts. This operation has been in use since 1990.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Explosives and hazardous waste will not be used nor stored on site. Any changes to the requested use will require an amended conditional use permit. The applicant is required to obtain a NPDES Permit.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

10. The requested use ☐ WILL ☒ WILL NOT have adverse effect upon public health, safety and welfare due to the following other factors:

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The requested use meets all County standards, and it appears there will be no adverse effect upon public health, safety and welfare.
Jon Thoreson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marie Drantell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lloyd Hoffmann	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Justin Laven	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Randy Schwab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION

☒ RECOMMENDS APPROVAL OF THE REQUESTED USE ☐ RECOMMENDS DENIAL OF THE REQUESTED USE

THIS DECISION WAS BASED UPON

- | | |
|--|--|
| <input checked="" type="checkbox"/> Application | <input type="checkbox"/> Site visit |
| <input checked="" type="checkbox"/> Information received at public hearing | <input checked="" type="checkbox"/> Staff Report |
| <input checked="" type="checkbox"/> Pictures | |

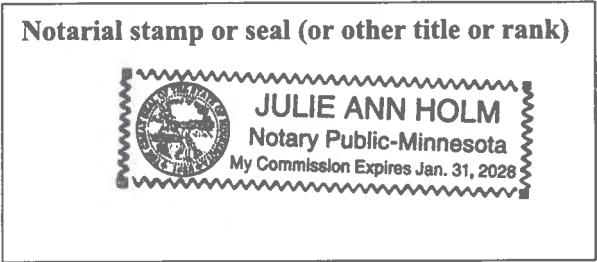
SPECIAL CONDITIONS ARE LISTED ON THE RECORDED CONDITIONAL USE PERMIT AND IN THE RECORD.

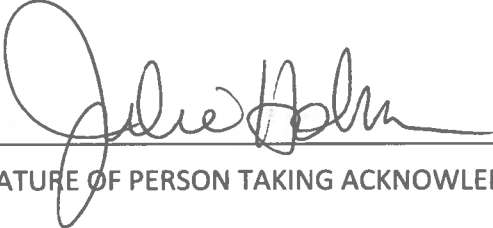
FACTS SUPPORTING THE ANSWER TO EACH QUESTION ABOVE ARE HEREBY CERTIFIED AS THE FINDINGS OF THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION.

Date: 9/20/2023 Chair: Dave Ubel

STATE OF MINNESOTA
COUNTY OF NICOLLET

The foregoing instrument was acknowledged before me this 20th day of September 2023,
by Dore Ubel.




SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

08/01/2023 - 08/31/2023 Permit Form

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME
BLD23-125	Structure Permit	8' x 22' home porch	57184 446TH ST, NEW ULM, MN 56073	EDWARD & ETHAINE SCHMIDT
BLD23-126	Structure Permit	3,831 sf new dwelling	TBD	DENNIS KITZBERGER
BLD23-128	Structure Permit	Replacement home	40600 533RD AVE, NEW ULM, MN 56073	PREMIER EXCHANGE SERVICES LLC
BLD23-129	SSTS Permit	new septic system for replacement house	40600 533RD AVE, NEW ULM, MN 56073	PREMIER EXCHANGE SERVICES LLC
BLD23-130	SSTS Permit	replacement system for 4 bedroom house	37952 348TH ST, LE SUEUR, MN 56058	ROLLY DANIELSON & JODI VELDT
BLD23-131	SSTS Permit	replacement system for a 4 bedroom house	51431 CTY RD 21, COURTLAND, MN 56021	KYLE SIEH & KIRA KRANZ
BLD23-132	Structure Permit	Home addition	34085 515TH AVE, LAFAYETTE, MN 56054	RUTH KLOSSNER
BLD22-231	SSTS Permit	Replacement septic system for a 3 bedroom house	42400 541ST AVE, NEW ULM, MN 56073	DUSTIN HULKE
BLD23-134	SSTS Permit	tank replacement for septic system	41206 CEDAR RIDGE RD, ST PETER, MN 56082	ANDREW JANDERT
BLD23-135	SSTS Permit	Replacement septic system for a 3 bedroom house	36981 551ST AVE, LAFAYETTE, MN 56054	ROCHELLE FLUEGGE
BLD23-136	SSTS Permit	replacement system for 4 bedroom house	57421 350TH ST, LAFAYETTE, MN 56054	KRIS & AL HAGBERG
BLD23-137	SSTS Permit	holding tank for salson in shed	45402 JEREMY DRIVE, NEW ULM, MN 56073	NICK & CHELSEY STEVENSEN
PLN23-16	Variance	Reduction of mineral extraction setback	07.007.1100	KEVIN JOHNSON
PLN23-11	Conditional Use Permit	Mineral Extraction CUP Renewal	04.309.0210	ULLAND BROTHERS INC.
PLN23-12	Conditional Use Permit	Mineral Extraction CUP Renewal	04.310.0705 & 04.315.0205	ULLAND BROTHERS INC.
PLN23-13	Conditional Use Permit	Mineral Extraction CUP Renewal	07.132.1505	GP-75 LLC
PLN23-14	Conditional Use Permit	Mineral Extraction CUP Renewal	12.105.0400 & 12.104.0100	GULF SHORE LLC
BLD23-139	Structure Permit	48' x 60' accessory structure	47686 391ST LN, ST PETER, MN 56082	RYAN & LESLIE GROMMERSCH
BLD23-140	SSTS Permit	Replacement SSTS for 4 bedroom residence	41260 581ST AVE, NEW ULM, MN 56073	PETER & SHARON BRANDEL
PLN23-15	Variance	Sign Variance	45638 561ST AVE, NEW ULM, MN 56073	MN VALLEY LUTHERAN HIGH SCHOOL

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Self-Service Kiosks Addendum for Deputy Registrars		
Primary Originating Division/Dept.: Public Services		Meeting Date: 09/26/2023
Contact: Jaci Kopet	Title: PPSD Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes		
Presenter: Jaci Kopete	Title: PPSD Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Technology Solutions - invest in tools to create efficiencies (Select One)		
BACKGROUND/JUSTIFICATION: <p>Attached is a Self-Service Kiosks Addendum for Deputy Registrars. This agreement would allow Nicollet County to share in the filing fees collected from a kiosk that is proposed to be located in Mankato at the Cub Foods location on Madison Avenue. The kiosk would allow the public to purchase tabs for vehicles at this location. Minnesota statute does require all Deputy Registrars within 15 miles of the kiosk to have the opportunity to share in the filing fees collected at that location. For example, Nicollet County would earn \$2.70 per transaction. Blue Earth County would be the lead county and would administer the split of those fees.</p> <p>I will be asking for approval to sign this addendum to allow Nicollet County to participate in the filing fee sharing agreement.</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: Approval to sign and enter into agreement with Blue Earth County.		
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:



Self-Service Kiosks Addendum for Deputy Registrars (DRs)

The below requirements are necessary when a Deputy Registrar (DR) submits a self-service kiosk request to the Minnesota Department of Public Safety (DPS), Division of Vehicle Services (DVS) under [Minnesota Statutes, section 168.0135, Subd. 2\(b\)](#). State statutes set additional requirements for participating in the self-service kiosk project. This addendum clarifies some of those requirements and establishes additional parameters for participation.

- This addendum does not supersede any other contracts between the State and the vendor, Intellectual Technology Inc. (ITI).
- Only active, open and approved DR locations are eligible to participate in the self-service kiosk project.
- DPS is not responsible for self-service kiosk fee disbursement and will not provide opinions on fee-sharing agreements or arrangements set up between DRs.
- DPS will not resolve disputes between DRs regarding self-service kiosks. DRs are responsible for managing and resolving their own disputes and disagreements, including any costs associated with dispute resolution. However, as stated below, DPS will assist DRs by facilitating conversations between DRs as appropriate to assist with dispute resolution.
- [Minnesota Rules, Chapter. 7406.0300](#) sets out geographic requirements for DR office locations.
 - The following [link](#) is a tool for determining location distance within a specified radius.
- An impacted DR is an existing DR that has a self-service kiosk placed within its existing geographic boundaries.
- An impacted DR can choose to participate in fee-sharing or attest to non-participation.
 - An impacted DR that participates in fee-sharing is considered a participating DR.
 - An impacted DR that attests to non-participation in the self-service kiosk program is considered a non-participating DR.
 - An impacted DR that does not respond to a written request from the Lead DR to sign the kiosk addendum within 30 days of the written request will be considered a non-participating DR. Refusal to sign an addendum request within 30 days will not prevent a kiosk application from being submitted to and reviewed by the Commissioner.
- Filing fees charged under [Minn. Stat. § 168.33, Subd. 7](#), for transactions completed using self-service kiosks, may be shared between participating DRs.
- This addendum must be reviewed and signed by each impacted DR and non-participating DR annually to continue kiosk use. The signed addendum will be maintained by DPS with the current signed DR agreement.
- DRs are responsible for maintaining their own written copies of this addendum and any and all related written agreements between DRs and kiosk hosts and/or, ITI. These agreements may include but are not limited to non-participation attestations, fee-sharing and tax agreements, and distribution agreements. These are examples of written agreements DRs are responsible to maintain and not an exhaustive list.
- This addendum will be reviewed by DPS and participating DRs and updated annually.
 - Annual review of this addendum includes consideration of concerns and/or suggestions for modifications to the addendum language. Discussions between DRs and DPS-DVS leadership



and staff will be held to during the review period to address possible modifications. Review discussions are open to all applicable parties.

- The annual review period for the addendum will take place within the 90 days prior to the expiration of the kiosk addendum. Topics for review should be submitted to the DVS DR Liaison Team prior to the 90 day review period. Topics for review must be related to the addendum language and within the scope of the self-service kiosk business.
- DRs must provide DPS with a list of current DR contacts, including name, role and responsibility for self-service kiosk related questions and the DR liaison with ITI.
- The Commissioner of DPS must review and approve self-service kiosk requests before a kiosk is placed in a location. Once the request is approved the Commissioner directs ITI to place a self-service kiosk in the requesting DRs Service area.

On-Premise Self-Service Kiosks

- On-premise self-service kiosk is defined as a self-service kiosk placed on the owned, leased, or rented property of the currently operating and approved DR office or building.
- Other than the terms set forth in this addendum, on-premise self-service kiosks are managed solely between the DR and ITI agreement.
- On-premise kiosks are not required to participate in fee-sharing with other impacted DR offices.

Off-Premise Self-Service Kiosks

- Off-Premise Self-Service Kiosk is defined as a self-service kiosk that is not placed on the property of a currently operating and approved DR location.
- Other than the terms set forth in this addendum, off-premise self-service kiosks are managed solely by the agreement between the DR ITI agreement, and the kiosk host.
- If the off-premise self-service kiosk is placed in a location that overlaps the geographic boundaries of an existing DR office as set forth in [Minn. R. 7406.0300](#), the DR requesting the self-service kiosk assumes the role of the Lead DR.
- The off-premise location of a self-service kiosk is the kiosk host, for ex., Cub Foods or Mall of America.
- Lead DR Responsibilities:
 - If the DR located closest to the off-premise self-service kiosk does not want to participate as the Lead DR, then the next closest DR will have the opportunity to take the Lead DR role.
 - Obtain signatures from all impacted DRs. An impacted DR must either attest in writing to participate or non-participation. Signatures of impacted DRs that are participating in fee-sharing and impacted DRs that attest to non-participation must be attached to this addendum.
 - Determine with other participating DRs how fees are shared amongst participating DRs.
 - Establish the bank account for the off-premise kiosk. This can be the same bank account used by the Lead DR for other Minnesota Drive System (MNDRIVE) transactions. If it is a separate account, the DR needs to work with Minnesota Management and Budget (MMB) and MNDRIVE for the configuration. The solution to sweep from a separate account will be available on or before August 1st, 2023.



- Facilitate fee disbursement to participating DRs, including consultation with ITI regarding whether the fee-sharing and distribution arrangement between DRs will necessitate an amendment to the DR/ITI contract.
 - List DR name and contact information on the self-service kiosk machine as required by [Minn. Stat. § 168.0135, Subd. 1\(a\)\(5\)](#).
 - Review and update the self-service kiosks addendum for its impacted DRs with DPS annually. A self-service kiosk addendum expires one year from the date of approval by DPS. The reviewed and updated addendum is due to DPS 30 days prior to the expiration date.
 - Facilitate the resolution of disputes or disagreements between participating and impacted DRs.
 - If the Lead DR is not able to resolve disputes between participating and impacted DRs DVS is willing to meet with all parties and facilitate a conversation in an attempt to come to a resolution.
- If an impacted DR attests to non-participation, fees must not be shared with that impacted DR.
 - ITI, must approve the location for an off-premise self-service kiosk. This approval process is determined and managed solely by ITI. Once an off-premise location is approved by ITI the proposed location must also be approved by the Commissioner under [Minn. Stat. § 168.0135, Subd. 2\(b\)](#).

Lead DR Office Details:

Lead DR Office Name: _____ Office address: _____ _____	Lead DR Office Phone #: _____ Lead DR Contact Mobile #: _____
Lead DR Contact First Name: _____ Lead DR Contact Last Name: _____	Lead DR Contact Email: _____
Attestation: By signing below the lead DR contact and its signatory attest that he/she/they have read, understand and agree to the requirements and responsibilities set forth in this addendum, specifically the responsibilities of the lead DR, and agree to take on these responsibilities. Specifically, the lead DR understands that DVS is not responsible for fee sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between the DR, vendor, and/or kiosk host.	
Lead DR Contact signature: _____ Date: <u>09/26/2023</u>	

Self-Service Kiosk Location Details

- **If the self-service kiosk is located on-premise at a DR, include the DR location address and details below.**



- **If the self-service kiosk is located off-premise, include the kiosk host location and details below.**

DR or Kiosk Host Name: _____	DR or Kiosk Host Contact
Kiosk Location (DR or Host location)	First Name: _____
Address: _____	Last Name: _____
DR or Kiosk Host Office Phone #: _____	DR or Kiosk Host Fax #: _____
DR or Kiosk Host Mobile Phone #: _____	DR or Kiosk Host Email: _____
Attestation: By signing below, a DR contact, on behalf of the DR with an on-premise kiosk, or a kiosk host contact, on behalf of the kiosk host, attests that he/she/they have read, understand, and agree to the requirements and responsibilities set forth in this addendum. Specifically, the DR understands that DVS is not responsible for fee sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between the DR, vendor, and/or kiosk host.	
DR Contact or Kiosk Host Contact Signature: _____ Date: _____	

Financial Flow

- “Fee-sharing” is defined as the agreement between a Lead DR and impacted DRs who agreed to participate in the off-premise self-service kiosk project.
- “Fee-disbursement” is defined as the agreement or arrangement between a Lead DR, participating DRs and ITI that determines how filing fees are disbursed to participating DRs and a Lead DR.
 - The lead DR will receive 10% of the total filing fees produced from this kiosk.
 - The remaining 90% of the filing fees will be distributed evenly among all participating DRs, including the Lead DR. Rounding corrections will be distributed to the Lead DR.
- ITI is the vendor responsible for the collection and timely distribution and deposit of all funds to the lead DR. Funds collected and distributed by ITI include the required taxes and fees and the ITI transaction fee. ITI will distribute the required taxes and fees to the lead DRs bank account. ITI shall distribute collected fees as follows:
 - LexisNexis (LN) pushes fees to DR.
 - DR prepares a sweep and marks it ready to sweep.
 - MNDRIVE sweeps fees into State account from the lead DR bank account.

Financial Flow Example (Timing may vary)

- Customer completes renewal at kiosk **(day 1)**.
- Money collected by (LN) **(day 1)**.
- LN sends confirmation email to the lead DR by 12am and sends money to ITI and DR **(day 2)**.
- The lead DR sees funds pending or settled in bank account **(day 3)**.
- The lead DR reconciles in MNDRIVE and marks ready to sweep. **(day 3)**.
- MNDRIVE sweeps DR account or MMB reconciles funds with DR **(day 4)**.

Impacted DR Office Details and Signatures

*Add DR detail and signature boxes as necessary if more than 3 participating and impacted DRs are involved.



Is the DR participating in fee-sharing (participating DR) or not (non-participating DR)? (Check one)	
Participating DR: <input type="checkbox"/>	OR Non-Participating DR: <input type="checkbox"/>
DR #1 Office Name: _____	Distance from Kiosk Location: (miles): _____
DR #1 Office Address: _____	DR #1 Office Phone #: _____
DR #1 Contact Name: _____	DR Email: _____
DR #1 Contact Mobile #: _____	DR #1 Fax Number: _____
Attestation: By signing below the DR contact, on behalf of the DR, agrees to the requirements and responsibilities set forth in the addendum above to participate in the self-service kiosk project authorized under Minn. Stat. § 168.0135 either as a participating DR or as a non-participating DR. The DR understands that DVS is not responsible for fee-sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between the DR, vendor, and/or kiosk host.	
DR #1 Signature: _____	Date: _____

DPS Commissioner Approval

Signature: _____ Date: _____

Send completed Addendum Submission: DeputySupportProcedures.DPS@state.mn.us

Impacted DR Office Details and Signature



Is the DR participating in fee-sharing (participating DR) or not (non-participating DR)? (Check one)	
Participating DR: <input type="checkbox"/> OR Non-Participating DR: <input type="checkbox"/>	
DR #2 Office Name: _____	Distance from Kiosk Location: (miles): _____
DR #2 Office Address: _____	DR #2 Office Phone #: _____
DR #2 Contact Name: _____	DR Email: _____
DR #2 Contact Mobile #: _____	DR #2 Fax Number: _____
Attestation: By signing below the DR contact, on behalf of the DR, agrees to the requirements and responsibilities set forth in the addendum above to participate in the self-service kiosk project authorized under Minn. Stat. § 168.0135 either as a participating DR or as a non-participating DR. The DR understands that DVS is not responsible for fee-sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between DR, vendor, and/or kiosk host.	
DR #1 Signature: _____	Date: _____

Impacted DR Office Details and Signature

Is the DR participating in fee-sharing (participating DR) or not (non-participating DR)? (Check one)	
Participating DR: <input type="checkbox"/> OR Non-Participating DR: <input type="checkbox"/>	
DR #3 Office Name: _____	Distance from Kiosk Location: (miles): _____
DR #3 Office Address: _____	DR #3 Office Phone #: _____
DR #3 Contact Name: _____	DR Email: _____
DR #3 Contact Mobile #: _____	DR #3 Fax Number: _____
Attestation: By signing below the DR Contact, on behalf of the DR, agrees to the requirements and responsibilities set forth in the addendum above to participate in the self-service kiosk project authorized under Minn. Stat. § 168.0135 either as a participating DR or as a non-participating DR. The DR understands that DVS is not responsible for fee-sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between the DR, vendor, and/or kiosk host.	
DR #1 Signature: _____	Date: _____

Impacted DR Office Details and Signature



Is the DR participating in fee-sharing (participating DR) or not (non-participating DR)? (Check one) Participating DR: <input type="checkbox"/> OR Non-Participating DR: <input type="checkbox"/>	
DR #4 Office Name: _____	Distance from Kiosk Location: (miles): _____
DR #4 Office Address: _____	DR #4 Office Phone #: _____
DR #4 Contact Name: _____	DR Email: _____
DR #4 Contact Mobile #: _____	DR #4 Fax Number: _____
Attestation: By signing below the DR Contact, on behalf of the DR, agrees to the requirements and responsibilities set forth in the addendum above to participate in the self-service kiosk project authorized under Minn. Stat. § 168.0135 either as a participating DR or as a non-participating DR. The DR understands that DVS is not responsible for fee-sharing disbursement and will not resolve fee-sharing disputes between DRs and that these arrangements are managed by the agreement between the DR, vendor, and/or kiosk host.	
DR #1 Signature: _____	Date: _____

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Next Chapter Technology Portal Licensing and Support Agreement	
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 09/26/2023
Contact: C. Sassenberg Title: HHS Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes	
Presenter: C. Sassenberg Title: HHS 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: <p>Next Chapter Technology has developed a client portal built to integrate with our CaseWorks electronic document management system. The portal offers efficiencies to both County residents and employees. Residents will be able to use a secure portal to upload documents or proofs such as a picture of a driver's license or a pay stub. They are able to download and view shared documents for 30 days. The CaseWorks automation will apply client information to the document types and route them to the assigned staff person, allowing for documents to be processed more quickly and relieving time administrative support staff members spend manually sorting, formatting, and forwarding electronic documents.</p> <p>Health and Human Services will apply for approximately \$27,000 through the American Rescue Plan Act to fund the cost of the one-time licensing fee and the first year's annual fee. Moving forward, the annual \$8,750 licensing fee will be funded through the Health and Human Services budget with a portion to be reimbursed by federal funds.</p> <p>Health and Human Services is requesting approval of the attached licensing and support agreement so that the department can be a part of the October portal launch.</p>	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No	
If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A	
ACTION REQUESTED: Authorization of the licensing and support agreement with Next Chapter Technology.	
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify: American Rescue Plan Funds	FUNDING County Dollars = \$0 for 2023; approx. \$8,750 annu Other \$27,000.00 (Select One) Total:
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	

Licensing and Support Agreement

This Licensing and Support Agreement (this "Agreement") is dated September 15, 2023 (the "Effective Date") and is entered into by and between Next Chapter Technology, Inc. (NCT) located at 7700 Equitable Drive, Suite 200, Eden Prairie, MN ("Licensor") and Nicollet County, a Minnesota County located at 501 S Minnesota Avenue, St. Peter, MN 56082 ("Customer").

As part of License & Support Agreement, Licensor provides the standard support and maintenance services described in Exhibit D attached hereto.

1. **Definitions.** Capitalized terms shall have the meaning defined herein.

Confidential Information means any and all non-public, confidential and proprietary information, furnished by the Disclosing Party or any of its Representatives to the Receiving Party or any of its Representatives, that is marked in writing (including e-mail), or in other tangible form, as "confidential" or "proprietary" or otherwise should be reasonably understood to be confidential from the nature of such information itself and/or the circumstances of such information's disclosure. Confidential Information may include, without limitation, such marked disclosures that relate to patents, patent applications, trade secrets, research, product plans, products, developments, know-how, ideas, inventions, processes, design details, drawings, sketches, models, engineering, software (including source and object code), algorithms, business plans, sales and marketing plans. Any Confidential Information disclosed orally shall be identified as confidential at the time of disclosure and confirmed as "confidential" in writing within thirty (30) days. Notwithstanding the foregoing, Confidential Information shall expressly include the terms of this Agreement (and any Agreement of which it is a part), the Products, Customer Data, the Documentation, and all know-how, techniques, ideas, principles and concepts which underlie any element of the Products or the Documentation and which may be apparent by use, testing or examination.

Customer means the Customer identified on the applicable Order Form.

Customer Data means all information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or a User through the Products.

Documentation means the product documentation made available by Licensor to Customer. **Intellectual Property Rights** means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto, in existence at the date hereof or created in the future.

Order Form means an order form that references this Agreement and has been executed by both parties.

Product(s) means the software product(s) described as the CaseWorks Software (CaseWorks Financial Services, Child Support, METS/MNsure, Social Services, Accounting, and/or Workforce Edition(s); CaseWorks Connect and the CaseWorks Self-Service Portal) to which you acquire the applicable license(s) as listed on an Order Form.

Representatives means as to any person, such person's affiliates and its or their directors, officers, employees, agents, and advisors (including, without limitation, financial advisors, counsel and accountants) bound by a written agreement or other legal obligation to maintain the confidentiality of the Confidential Information disclosed to them as required by the terms of this Agreement.

Third Party means any third party (i) to which Customer provides access to Customer's Product accounts or (ii) for which Customer uses the Products to collect information on the third party's behalf.

Use means to install, execute, and/or display the Products.

User means an individual authorized by Customer to use the Products directly. The licensed User quantity is the total number of unique Users of the Products calculated over the course of the entire License & Support Term.

2. **Grant of License.** Subject to all of the terms and conditions of this Agreement, during the License & Support Term, Licensor grants to Customer a non-transferable, non-sublicensable, non-exclusive, limited license to Use the Products specified in an Order Form and for Customer's employees to Use the Products for Customer's own internal use, but only in accordance with (i) the Documentation, (ii) this Agreement, and (iii) the Support Term and other restrictions set forth in the applicable Order Form. Customer may use the Products to conduct internal performance testing and benchmarking studies. Customer may only publish or otherwise distribute the results of such studies to third parties if Customer provides a copy of such study to legal@nctinc.com prior to distribution and only if Licensor has reviewed and approved of the methodology, assumptions and other parameters of the study. Customer acknowledges and agrees that, as between Licensor and Customer, Licensor owns all right, title, and interest, including all Intellectual

Property Rights, in and to the Products and Documentation, and Licensor shall, notwithstanding any other term of this Agreement, remain the owner of the Products and Documentation. Unless otherwise expressly provided in this Agreement, Customer shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Products or Documentation. All rights not expressly granted by Licensor herein are reserved.

3. **License Restrictions.** Customer shall not, on its own or through any parent, subsidiary, Affiliate, agent or other third party: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any of the Products or the Documentation to a third party; (b) decompile, disassemble, translate, reverse engineer or otherwise attempt to violate or circumvent any technological use restrictions or derive source code from the Products, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Products or encourage others to do so; (c) transfer license keys to any other person or entity or allow access to or permit use of the Products by any users other than Users, or any use which violates the technical restrictions of the Products, any additional licensing terms provided by Licensor via the Documentation, or the terms of this Agreement; (d) use the Products to develop, test, host or run and operate applications on behalf of third-parties, without Licensor's written consent; (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Products; (f) use the Products to provide third-party training; (g) modify or create derivative works based upon the Products, or modify or remove any proprietary notices or markings on or in the Products; (h) mine cryptocurrency using computing resources of the Products or any other Licensor computing resources; (i) load cryptocurrency mining code, scripts or malware into any Products or any other Licensor computing resources, (j) copy, republish, upload, post or transmit the Products in any way, (k) use the Products on a rental or managed services basis or to create a competitive offering, other software, products or technologies, or (l) use the Products for any purposes prohibited by applicable law. Customer agrees not to use or permit use of the Products to display, store, process or transmit any Customer Data that may (i) menace or harass any person or cause damage or injury to any person or property, (ii) involve the publication of any content that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred or harm, (iv) constitute bulk e-mail, "junk mail," "spam" or chain letters, (v) constitute an infringement of Intellectual Property Rights or other proprietary rights; or (vi) otherwise violate applicable laws, ordinances or regulations. If Licensor suspects any breach of the restrictions set forth in this Section 3, including without limitation by Users, Licensor reserves the right to suspend access to the Products without advance notice, in addition to any other remedies Licensor may have at law or equity.
4. **Product Account, Password and Security.** To register for the Products, Customer must complete the registration process by providing accurate information as prompted by the registration form, including Customer's email address (username) and password. Customer will protect its passwords and license files and take full responsibility for its own use, and third party use, of the Products and related accounts. Customer is solely responsible for any and all activities that occur under Customer's accounts.
5. **Support Term and Renewals.** The length of the Support Term shall be designated in the Order Form. Unless the Order Form states otherwise, the default Support Term shall be twelve months, and each Support Term will automatically renew for subsequent twelve-month Support Terms unless Customer notifies Licensor of its intent not to renew in writing at least sixty (60) days prior to the end of the Support Term. Except as set forth on the applicable Order Form, the rates for any Support Term renewals shall be Licensor's then-current Support rates.
6. **Payment Terms.** All fees are as set forth in the applicable Order Form and shall be paid by Customer. All payments are non-refundable. Except as set forth on the applicable Order Form, all payments are due in full within thirty (30) days. Licensor may terminate the Agreement for Customer's failure to pay amounts due within thirty (30) days of written notice. Interest accrues on outstanding amounts at the rate of 1% per annum or the maximum rate allowed by law. Any outstanding balance becomes immediately due and payable upon termination of this Agreement and any collection expenses (including attorneys' fees) incurred by Licensor will be included in the amount owed by Customer. If Customer is required to pay any withholding tax, charge or levy in respect of any payments due to Licensor hereunder, Customer agrees to gross up payments actually made such that Licensor shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy. Payments will be made without right of set-off or chargeback. If payment of any fee is overdue, Licensor may suspend provision of the support until such delinquency is corrected.
7. **Software Verification and Audit.** Customer will maintain accurate records of use of the Products sufficient to show compliance with the terms of this Agreement. During this period, Licensor will have the right to audit Customer's use of the Products to confirm compliance with the terms of this Agreement. Each audit is subject to reasonable notice by Licensor and will not unreasonably interfere with Customer's business activities. Licensor may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. Customer will reasonably cooperate with Licensor and any third-party

auditor and will, without prejudice to other rights of Licensor, address any non-compliance identified by the audit by promptly paying additional fees.

Pursuant to Minnesota statute 16C.05 Subd. 5, the County or any of its duly authorized representatives shall have access to any books, documents, papers and records of NCT which are directly pertinent to the performance of this Agreement for the purpose of making audit, examination, excerpts and transactions to verify compliance with this Agreement.

8. **Confidentiality Obligations.** Unless otherwise agreed to in writing by the party to this Agreement that furnished the Confidential Information ("Disclosing Party"), the party to this Agreement receiving the Confidential Information ("Receiving Party") agrees (a) to keep all Confidential Information in strict confidence and not to disclose or reveal any Confidential Information to any person (other than such Receiving Party's Representatives who (i) are actively and directly involved in providing or receiving products under this Agreement (or the Agreement of which it is a part), and (ii) have a need to know the Confidential Information), and (b) not to use Confidential Information for any purpose other than in connection with fulfilling obligations or exercising rights under this Agreement (or the Agreement of which it is a part). The Receiving Party shall treat all Confidential Information of the Disclosing Party by using the same degree of care, but no less than a reasonable degree of care, as it accords its own Confidential Information. The parties agree to cause their Representatives who receive Confidential Information to observe the requirements applicable to the Receiving Party pursuant to this Agreement with respect to such information, including, but not limited to, the restrictions on use and disclosure of such information contained in this Section 8. Unless otherwise agreed, in advance and in writing, in the event that County or any employee or agent of County suggests any improvements and modifications to the Software, County acknowledges and agrees that, whether such improvements and/or modifications are implemented by NCT in whole or part, it assigns all right, title and interest, including copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to NCT without payment or compensation of any kind.
9. **Non-Confidential Information and Permitted Disclosures.** Notwithstanding Section 8, the obligations of the parties set forth herein shall not apply to any information that: was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party or any of its Representatives; was known to the Receiving Party free of any obligation of confidentiality before or after the time it was communicated to the Receiving Party by the Disclosing Party; is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; is disclosed with the prior written approval of the Disclosing Party; or is disclosed pursuant to an order or requirement of a court, administrative agency or other governmental body; provided however, that the Receiving Party shall provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party the possibility to seek a protective order or otherwise prevent or restrict such disclosure, and shall use reasonable efforts to cooperate with the Disclosing Party (at the Disclosing Party's expense) to obtain such protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance in whole or in part, with the terms of this Agreement, the Receiving Party and its Representatives shall use reasonable efforts to disclose only that portion of the Confidential Information that is legally required to be disclosed or is the subject of such waiver, and to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment. The terms and obligations pertaining to confidentiality in this Agreement shall survive and remain in full force and effect for a period of three (3) years from the termination or expiration of this Agreement, unless the Disclosing Party expressly agrees in writing to release all or part of its Confidential Information from the restrictions imposed by this Agreement before such period has elapsed.
10. **Services.** If Customer orders professional Services pursuant to an SOW, the following terms shall apply. Customer will cooperate reasonably and in good faith with Licensor in the execution of Services by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Licensor to perform its obligations under each Order; (ii) timely delivering any materials and other obligations specifically required under each Order; (iii) timely responding to Licensor's reasonable inquiries related to the Services; (iv) actively participating in relevant scheduled meetings; (v) providing information, data and feedback that is complete, accurate and timely in all material respects. Customer acknowledges that in the course of performing any Services, Licensor may create software or other works of authorship (collectively "Work Product"). Subject to Customer's rights in Customer Confidential Information, Licensor shall own all right title and interest in such Work Product, including all intellectual property rights therein and thereto. If any Work Product is delivered to Customer pursuant to or in connection with the performance of Services (a "Deliverable"), except for any products made available under a separate license, Licensor grants to Customer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute (internally and externally), transfer,

exploit and make derivative works of any such Deliverables. Subject to Customer's rights in the Customer Confidential Information, Licensor and/or its successors and assigns shall be considered, forever and for all purposes throughout the universe, the author of the Work Product and the sole copyright owner thereof, and the owner of any rights therein, whether or not copyrightable, all proceeds derived therefrom.

11. Indemnification.

a. Intellectual Property Infringement Indemnification. Licensor shall defend, indemnify and hold harmless the Customer, its directors, officers, employees, affiliates and agents at NCT's expense from and against any suit, claim, action or proceeding brought against Customer by a third party that is not a party to this Agreement or an affiliate of a party to this Agreement ("Third Party Claim") alleging that the Products as provided by Licensor infringes upon a United States or Canadian patent, copyright, trademark or trade secret of that third party, subject to the procedures set forth in subsection 11(c). For the avoidance of doubt, under the foregoing indemnity Licensor will, where applicable, pay any damages and costs awarded against Customer by final judgment of a court, or the amount of any agreed settlement regarding any such Third Party Claim. Licensor shall have no liability for settlements, obligations or costs incurred without its prior written consent. Should Customer's use of the alleged infringing Product be enjoined, or in the event that Licensor desires to minimize its potential liability hereunder, Licensor will, at its option and expense, (a) substitute non-infringing Product with functionality which is substantially similar to that of the allegedly infringing Product; (b) modify the infringing Product so that it no longer infringes but its functionality remains substantially equivalent; or (c) obtain for Customer the right to continue use of such Product. If, in Licensor's sole discretion, none of options set forth in the foregoing sentence is commercially reasonable, Licensor will terminate this Agreement respect to the allegedly infringing Product(s) and refund to Customer on a pro-rated basis, any pre-paid fees for the allegedly infringing Product(s). Licensor shall have no obligation to defend and indemnify any Third Party Claim to the extent the claim alleges: (i) any combination by Customer of equipment, processes, content or software with Licensor's Product, if such claim would have been avoided but for such combination; (ii) modification of the Product(s) by a party other than Licensor, if such claim would not have occurred but for such modification; or (iii) Customer's failure to use updated or modified product which is provided by Licensor at no cost to Customer to avoid or cure such claim, after notice by Licensor to Customer of the availability of such updated or modified product. The foregoing states the entire liability and obligations of Licensor and Customer's sole remedy for infringement, alleged infringement, or any breach of warranty of non-infringement, express or implied.

b. General Indemnity. Each of Customer and Licensor, at their own expense, will indemnify, defend, and hold harmless the other party, its subsidiaries, affiliates and assigns, and its and their respective directors, officers, employees, and agents (each, an "Indemnitee") from and against any Third Party Claims (including reasonable attorney's fees and expenses arising therefrom) relating to or incurred in connection with any arising out of or related to the Indemnifying Party's actual or alleged: (a) breach of its obligations under this Agreement; or (b) its Gross Negligence. "Gross Negligence" means a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

c. Procedure. In the event a party seeks indemnity under this Section 11, as the case may be (the "Indemnified Party"), the Indemnified Party will give prompt written notice to the other party (the "Indemnifying Party") of the claim against which it seeks to be indemnified. (The failure by an Indemnified Party to give such notice will not relieve the Indemnifying Party of its obligations under this Section 11, except to the extent, if any, that the Indemnifying Party is materially prejudiced by such failure or delay.) The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's sole cost and expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party will have the right to retain separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless: (a) the retention of counsel by the Indemnified Party has been authorized in writing by the Indemnifying Party; (b) the Indemnified Party has been advised by its counsel in writing that there is a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of the action, in which case the Indemnifying Party will not have the right to direct the defense of the action on behalf of the Indemnified Party unless it is able to engage counsel who is not subject to so conflicted; or (c) the Indemnifying Party has not in fact retained counsel to assume the defense

of the action within a reasonable period of time following receipt of the notice given pursuant to this paragraph, in each of which cases the fees and expenses of such counsel will be at the expense of the Indemnifying Party. The Indemnifying Party shall have the right to settle any such claim without the consent of the Indemnified Party only so long as such settlement does not admit to any wrongdoing by any Indemnified Party, does not impose any liability or obligation (whether financial or otherwise) on any Indemnified Party and fully releases all Indemnified Parties from liability in connection with such claim. The Indemnifying Party will not be liable for any settlement of an action effected without written consent of its duly authorized representative (which consent will not be unreasonably withheld or delayed). No Indemnifying Party will consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the claim.

12. **Third Parties.** Customer shall not use the Products on behalf of a Third Party. This Agreement benefits solely Licensor and Customer, and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person or party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
13. **Termination.** This Agreement (and any applicable Order Form) and the licenses and access granted hereunder may be terminated by either party upon written notice if the other party has materially breached this Agreement (or any Order Form) and failed to cure such breach within thirty (30) days written notice from the non-breaching party. In no event will termination relieve Customer of the obligation to pay any fees due to Licensor under this Agreement.
14. **Effect of Termination.** All licenses will terminate immediately upon termination of this Agreement. Upon expiration or termination of a Support Term, the license to the applicable Product granted in Section 2 of this Agreement shall terminate immediately, and Customer shall immediately cease use of all such Products and Documentation. During the thirty (30) days following termination and subject to the payment of all fees owed under this Agreement, Licensor will make Customer's Data available for export and download by Customer. In no event will termination relieve Customer of the obligation to pay any fees due to Licensor under this Agreement.
15. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS, SERVICES, AND SUPPORT ARE PROVIDED "AS IS." LICENSOR DOES NOT WARRANT THAT THE PRODUCTS, SERVICES AND SUPPORT PROVIDED TO CUSTOMER UNDER THIS AGREEMENT WILL OPERATE UNINTERRUPTED, THAT THEY WILL BE FREE FROM DEFECTS, OR THAT THE PRODUCTS ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS. LICENSOR DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.
16. **LIMITATION OF REMEDIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL) ARISING FROM THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
17. **LIMITATION OF LIABILITY.** LICENSOR'S TOTAL AGGREGATE LIABILITY FOR CLAIMS ARISING HEREUNDER SHALL BE LIMITED TO DIRECT DAMAGES CAUSED BY LICENSOR IN AN AMOUNT NOT TO EXCEED TWO TIMES THE AMOUNT PAID BY CUSTOMER TO LICENSOR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM GIVING RISE TO THE CAUSE OF ACTION. The provisions of this Section allocate risks under this Agreement between Customer and Licensor. Licensor's fees for the License and Support reflect this allocation of risks and limitation of liability.
18. **STATUTE OF LIMITATIONS; JURY WAIVER.** NEITHER PARTY SHALL BRING ANY CLAIM BASED ON THE LICENSES OR SUPPORT PROVIDED HEREUNDER MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.
19. **Marketing Support.** Customer agrees that Licensor may publish a brief description of its relationship with Customer as a licensee of the Products or Licensor customer, including by identifying Customer and using Customer's name or logo, on any of Licensor's websites, client lists, press releases, or other marketing materials.
20. **Compliance with Laws.** The parties shall abide by applicable federal, state or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required

for the provision of services contemplated by this agreement. During the performance of this agreement, Licensors agree that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin be excluded from full employment rights or be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination. Specifically, Licensors agree: (i) that, in the hiring of common or skilled labor for the performance of work under this Agreement or any subcontract, no contractor, material supplier, or vendor shall by reason of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin 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; (ii) that no contractor, material supplier or vendor shall, in any manner, discriminate against or intimidate or prevent the employment of such person or persons identified in this clause (i), or on being hired, prevent or conspire to prevent the persons or persons from the performance of work under any contract on account of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin; (iii) that a violation of clause i. or ii. is a misdemeanor; and (iv) this Agreement may be cancelled or terminated by the County and all money due or to become due may be forfeited for a second or any subsequent violation of this Agreement.

21. **Data Privacy and Security.** In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, Licensors agree to abide by all applicable state and federal statutes, rules and regulation covering data privacy under which Customer is obligated, including but not limited to HIPAA, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration and shall not release any such data in a manner which would be prohibited to the Customer.
22. **Amendments; Waivers.** No supplement, modification, or amendment of the terms of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other form employed or provided by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.
23. **Entire Agreement.** This Agreement, together with any other documents incorporated by reference and all related Appendices, Exhibits, Order Forms, and Statements of Work, as applicable, constitutes the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the Products License & Support, unless such terms and conditions are expressly stated as an amendment to this Agreement and duly signed on behalf of both parties. In the event of any inconsistency between the statements made in the body of this Agreement, the related Appendices, Exhibits, Order Forms, Statements of Work and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; (ii) second, the Appendices, Exhibits, Order Forms, Statements of Work attached to or incorporated into this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.
24. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, epidemic, pandemic, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval of a license by a government agency.
25. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned and any such assignment in violation of this Section 25 shall be void, except that the transfer of this Agreement or rights granted hereunder to a successor entity in the event of a merger, corporate reorganization, or acquisition shall not constitute an assignment for purposes of this Section 25. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their permitted successors and permitted assigns.
26. **Subcontractors.** Licensors shall not employ any subcontractor to perform any services in the scope of this Agreement, unless said subcontractor is approved in writing by the Customer. Any such subcontractor shall be paid by Licensors.
27. **Independent Contractor.** Licensors is an independent contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between the Customer and Licensors or Licensors agents, servants or employees. Licensors shall at all times be free to exercise initiative, judgment,

and discretion as to how to best perform or provide services. Licensor acknowledges and agrees that Licensor, Licensor's agents, servants and employees, are not entitled to receive any of the benefits received by Customer's employees and is not eligible for workers' or unemployment compensation benefits. Licensor also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Licensor and that it is Licensor's sole obligation to comply with applicable provisions of all federal and state tax laws.

28. **No Agency.** The relationship between Licensor and the Customer shall not be that of partners or agents of one another or considered a joint venture, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them. Neither party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.
29. **Governing Law, Venue, and Arbitration.** This Agreement shall be governed by the laws of the State of Minnesota and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). Any controversy or claim arising out of or relating to this Agreement shall be determined by final and binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures or its Streamlined Arbitration Rules & Procedures ("Rules"). The award rendered by the arbitrator shall be final, non-reviewable, non-appealable, and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the JAMS in accordance with its Rules. The seat or place of arbitration shall be Stearns County, Minnesota. The arbitration shall be conducted, and the award shall be rendered, in the English language. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator will have no authority to award damages exceeding the amount identified in Section 18 of this Agreement, Limitation of Liability.
30. **Authorized Representative.** Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this agreement or in a modification of this Agreement.

Next Chapter Technology, Inc.:

Cathy Wassenaar, CEO
7700 Equitable Drive, Suite 200,
Eden Prairie, MN 55344

Customer: Nicollet County:

Cassandra Sassenberg, Director
Nicollet County Health & Human Services
622 South Front Street
St. Peter, MN 56082

31. **Survival.** Sections 15 (Warranty Disclaimer), 16 (Limitation of Remedies), 17 (Limitation of Liability), 18 (Statute of Limitations; Jury Waiver), and Section 29 (Governing Law, Venue, and Arbitration) shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this License and Support Agreement as of the Effective Date.

Next Chapter Technology, Inc.

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Customer: Nicollet County

Signature: _____
(Authorized county representative)

Print Name: Jack Kolars _____

Print Title: Nicollet County Board Chairperson _____

Date: _____

Approved as to form and execution:

Signature: _____
(County Attorney or authorized Board Member)

Print Name: Michelle Zehnder Fischer _____

Print Title: Nicollet County Attorney _____

Date: _____

Exhibit A

Statement of Work

Document Overview

The objective of this document is to record project goals, in scope and out of scope activities, roles and responsibilities, and assumptions for implementing CaseWorks Resident Self-Service Portal for Nicollet County Health & Human Services Units.

Project Overview

The County is seeking to equip HHS teams with tools and technology to meet the increased workload and demands associated with the PHE unwinding as well as the ongoing public demand for benefits by implementing CaseWorks Resident Self-Service Portal.

CaseWorks Resident Self-Service Portal integrates with the County's current CaseWorks EDMS system. The Self-Service Portal will assist residents with timely submission of required documentation, intelligently route documents to assigned case managers, send residents reminders to submit requested documentation and provide more automation in benefits processing with the goal of reducing churn and the additional workload associated with churn.

County is seeking to automate the process of forwarding electronic documents received from residents into the County's EDMS system, CaseWorks.

Goals

- Provide residents with a tool to upload and submit documentation to their case in real time
- Provide residents with automated reminders to complete tasks
- Provide case workers with a tool to electronically share certain case documents with the resident in real time
- Reduce churn and the associated workload that results when documentation is not turned in on time
- Automate the manual process of forwarding documents received electronically (e.g., email attachments) into the EDMS system
- Reduce the quantity of paper mail received and processed by OSS by providing the electronic upload capability to residents

Project Assumptions

- The Resident Self-Service Portal will integrate with and support existing CaseWorks Editions, including Financial Services, METS/MNsure, Child Support, Social Services, and Workforce Editions. The Portal does not integrate with the CaseWorks Accounting Edition.
- All Project Meetings, Training, and Support will be accomplished virtually
- Off-site workers are fully supported, both during implementation and after Go Live
- Resident Self-Service Portal is hosted by NCT in AZURE GovCloud
- Multi-county joint project. All participating counties will attend joint project meetings, trainings and Go-Live support. Project fees and training fees are waived for counties participating in the multi-county joint project roll-out.

Project Deliverables

- When completed, the County's Human Services will have a fully implemented and supported Resident Self-Service Portal.
- The implementation deliverables:
 - Implementation of Resident Self-Service Portal.

- Configuration of the Portal with County Logo.
- Integration of the Portal with all CaseWorks Editions currently licensed by the County, (e.g., FSE, MSE, SSE, CSE and WFE) with the exception of the ACE edition.
- Resident Self-Service Portal Function Deliverables:
 - **County Worker Capabilities**
 - Send client a portal invitation
 - Share documents with client
 - Request documents from client
 - **Resident Capabilities**
 - Log into their secure portal
 - Upload requested documents
 - View & download shared documents for 30 days
 - **CaseWorks Automation**
 - *Intelligently* apply case number, client details and DocType to incoming portal documents
 - *Intelligently* route incoming portal documents to assigned case owner in CaseWorks
 - Relieves burden for OSS and caseworkers that are manually forwarding electronic documents into CaseWorks

In Scope Activities

Activity	Description
Project Management	<ul style="list-style-type: none"> ● Create and maintain project plan, including tracking timeline and task completion ● Coordinate resources and activities ● Facilitate the Weekly Status Meeting with Project Team to provide updates on next step tasks, current topics, scheduling, and overall project status.
System Install and Configuration	<ul style="list-style-type: none"> ● Install and Configure Resident Self-Service Portal <ul style="list-style-type: none"> – Configure County logo – Integrate portal with all existing CaseWorks EDMS editions licensed by the County with the exception of Accounting Edition.
Solution Deployment	<ul style="list-style-type: none"> ● Conduct Quality Assurance Review <ul style="list-style-type: none"> – Provide a QA Review for the Quality Assurance Team to ensure that Portal is functioning as expected – Resolve issues (within project scope) identified during the QA Review
Training	<ul style="list-style-type: none"> ● Training <ul style="list-style-type: none"> – Provide Training Materials – Conduct Virtual End User Training ● Provide virtual ongoing training during go live week
Documentation	<ul style="list-style-type: none"> ● Case Worker user documentation ● Resident FAQ and Help documentation

Out of Scope Activities

Activity	Description
3 rd Party integrations	<ul style="list-style-type: none"> ● Integration efforts with solutions <i>other than CaseWorks</i> are considered out of scope.
Other Divisions and Departments	<ul style="list-style-type: none"> ● Activities related to the implementation of the Resident Self-Service Portal other than for use with the integrated Caseworks Software (e.g., FSE, CSE, MSE, SSE and/or WFE) is considered out of scope.

Roles and Responsibilities

Common roles and responsibilities are defined so every resource will understand what is expected of them on this project. Upon joining the project, a resource will be assigned one or more of the following roles. Resources that have been assigned multiple roles are expected to meet all the responsibilities for those roles.

NCT Engagement Manager (Cathy Wassenaar)

The Engagement Manager provides high-level oversight and guidance to the Project Team to ensure that the project meets overall schedule and cost objectives.

NCT Project Manager (Dani Gorman)

The Overall Project Manager is the individual responsible for the project implementation and will manage the day-to-day activities of the project for Nicollet County, as well as for NCT activities.

County Project Manager (TBD)

The Project Manager will assist in the management of internal tasks and resources to ensure the successful implementation of the Caseworks Software – Resident Self-Service Portal.

NCT Technical Architect/Lead (Clayton Ostler)

The NCT Technical Architect is the individual responsible for the design, configuration, and installation of the Caseworks Software - Resident Self-Service Portal.

Exhibit B

Insurance Requirements

Next Chapter Technology (NCT) shall not commence work under the Contract until it has obtained at its own cost and expense all insurance requirements herein. All insurance coverage is subject to approval of County and shall be maintained by NCT until final completion of the work.

- A. Comprehensive General Liability: Coverage shall have minimum limits of \$1,500,000 per occurrence; \$3,000,000 aggregate, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations (if applicable); Contractual Liability; "XCU." Hazard Liability (if applicable); Personal Injury Liability, and Aircraft and Watercraft Liability (if applicable).
- B. Commercial Auto Liability: Coverage shall have minimum limits of \$1,500,000 per occurrence; \$3,000,000 aggregate, Combined Single Limit for Bodily Injury Liability and Property Damage.
- C. Liability: This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- D. Professional Liability: Coverage shall have minimum limits of \$1,500,000 per occurrence; \$3,000,000 aggregate.
- E. Special Requirements: County is to be included as an **Additional Insured** on both the Comprehensive General Liability and Commercial Auto Liability Policies.

Current, valid insurance policies meeting the requirements herein identified shall be filed with County before NCT commences a project and maintained during the named project's duration. Renewal Certificates shall be sent to County within thirty (30) days prior to any expiration date. There shall also be a thirty (30) days notification to County in the event of cancellation or modification of any stipulated insurance coverage.

It shall be the responsibility of NCT to ensure that any and all subcontracts comply with the same insurance requirements that NCT is required to meet.

Exhibit C
Project Schedule

#	TASK	Date(s)	Comments
2	Pre-Planning Meeting	Aug 24, 28, 29	3 identical sessions
3	Contract Documents	Aug 25 – Sept 30	
4	Commence Project Status Meetings	TBD	
5	Kick off Meeting	TBD	
9	Schedule Q&A Help Sessions	Week of Oct 9	
10	Go-Live Training – All other counties	Oct 16 & 17	2 TEAMS sessions. Record.
11	Go-Live Support	Oct 17-20 & Oct 23-27	½ days
12	Schedule Q&A Help Sessions	Week of Oct 30	

Exhibit D

Software Support Agreement

Definitions: As used in this Agreement, the following terms shall have the following meanings:

- a. "Documentation" shall mean the written or electronic materials provided with CaseWorks Software, provided by Licensor.
- b. "CaseWorks Software (Financial Services, Child Support, METS/MNsure, Social Services, Accounting, and/or Workforce Edition)" or "CaseWorks Connect" or "CaseWorks Portal" or "CaseWorks Software" or "Software" shall mean the components of the Licensor Product as described in the Agreement.
- c. "Designated Representatives" shall mean the Customer employee(s) who is trained and continues to keep updated with the ongoing product details of the CaseWorks Software.
- d. "Error" shall mean material failure of the CaseWorks Software to conform substantially to its functional specifications described in its user documentation which failure is repeatable, reproducible and caused by the CaseWorks Software.

All other terms used herein shall be as defined in the Agreement.

1. Services Provided. Licensor will provide software support services as set forth in this Exhibit D. All software support services shall be provided on a remote basis unless specific arrangements are made for on-site support as described in Section 3(d) herein below. The Customer's right and ability to receive software support services is based on Customer's ability to access the Licensor CaseWorks Software and the servers on which it runs, via a secure Internet connection.
 - a. Telephone Support. Telephone assistance for the Licensor's Products will be available Monday through Friday (except County holidays as identified on the County website) between the hours of 8:00 a.m. and 5:00 p.m., Central Time. Requests for support outside normal support hours may be made by requesting that support on the Licensor support number, or by sending an email, to Licensor. Licensor will use commercially reasonable efforts to respond to requests for Product support services outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice mail or email. After hour support for non-critical issues is provided for an additional cost calculated at Licensor's then-current hourly rate (presently \$150 per hour).
 - b. Error Corrections. Licensor will use commercially reasonable efforts to correct any Errors in the CaseWorks Software, replace the CaseWorks Software with functionally equivalent software, or provide a work-around or patch for the portion of the CaseWorks Software containing or causing the Errors, hereinafter "Error Corrections". Error Corrections will be made in the manner provided for in 3(a) above. Error Corrections will be deemed part of the Products licensed under the Agreement, and shall be provided subject to the terms and conditions contained in such Agreement.
 - c. Updates. From time to time during the term of the Software Support Agreement, Licensor may provide the Customer with enhancements to or fixes of the existing version of the Products and related Documentation (hereinafter "Updates"), which are released by Licensor as part of the Licensor support program. Any such Updates will be provided at no additional charge to the Customer who are then-receiving continuous software support services at time the Update is released and are not in default hereunder or under the Agreement. All Updates will be deemed part of the Products licensed under the Agreement, and shall be provided subject to the terms and conditions contained in such Agreement. Nothing herein shall be construed as requiring Licensor to provide enhancements or versions or updates that are generally not made available free of charge to all other clients of Licensor.
 - d. Online Support Options. Online support documentation is available on a 24 hours-a-day, 7 days-a-week basis. The information available online will, at Licensor's option, include, timesaving technical tips, online support, a download library of Updates, and Documentation associated with the Products.
 - e. Response Levels. Licensor will respond to service-related incidents and/or requests for support relating to Errors submitted by the Customer within the following timeframes:
 - i. 0-8 business hours (during business hours for issues classified as Severity 1 priority.
 - ii. Within 16 business hours (2 working days) for issues classified as Severity 2 priority.
 - iii. Within 40 business hours (5 working days) for issues classified as Severity 3 priority.
2. Severity Definitions & Resolution Times.
 - a. Severity 1: Due to Errors, CaseWorks is completely unavailable for all critical business units, or greater than 75 percent of all production users. Only a production incident can be classified this severely. Licensor will use commercially reasonable efforts to resolve Severity 1 issues within 8 business hours. If a Severity

- 1 Error will take longer than 8 business hours to correct, Customer shall be notified of the proposed Error Correction and Error Correction completion time within 8 business hours.
- b. Severity 2: Due to Errors, the supported solution is intermittently unavailable for all users, or there is serious performance degradation to the point where the system is unusable. A critical module is unavailable or over 50 percent of all end users are experiencing the same symptoms. Single user issues can be escalated to this severity if the issue is preventing a critical business function. Only a production incident can be classified this severely. Licensor will use commercially reasonable efforts to resolve Severity 2 issues within 16 business hours. If a Severity 2 Error will take longer than 16 business hours to correct, Customer shall be notified of the proposed Error Correction and Error Correction completion time within 16 business hours.
 - c. Severity 3: Due to Errors, CaseWorks is experiencing minor to moderate issues. Single user issues can be escalated to this severity if it is preventing a critical business function at the Customer. A Severity 1 or 2 issues could be downgraded to this severity if a temporary work-around is available. Customer will use commercially reasonable efforts to resolve Severity 3 issues within 40 business hours
3. Limitations. Software support services shall not apply to the following:
- a. New Products. Any product or module, which is designated by Licensor as a new product, will not be included in software support services. Where Licensor makes a new product available, the Customer may obtain such product from Licensor pursuant to its regular purchasing practices. Upon purchasing the new product, the Customer already obtaining software support services may extend those software support services to the new product by paying an additional mutually agreed upon fee, at the then-current fees, for such new product software support services. All additional software support services will be provided pursuant to the terms hereof.
 - b. Obsolete NCT Software. A version of a Product will be deemed obsolete one hundred twenty (120) days following receipt by the Customer of a new update superseding the prior version of the Product. Licensor will not support obsolete versions of the Products provided, however, that if installation of the new version requires the Customer to pay a new license purchase price, the Customer may choose not to purchase the new version and shall receive support through the end of the current support agreement period. In no event, however, shall Licensor be required to support an obsolete version of the Product for more than twelve (12) months from the date of release of an Update superseding the prior version of the Product.
 - c. Misuse. Licensor will not provide software support services with respect to problems with the Product or other product which results from any negligent conduct or misuse by the Customer, its employees or agents, or any other third party or for any reason beyond Licensor's control, including without limitation,
 - i. damage caused by accidents, abuse, neglect, relocation or other movement;
 - ii. services which are performed by other than by Licensor;
 - iii. a failure to maintain proper environmental conditions, including malfunction or modification of the Customer's systems or failure of the Customer to maintain the required configuration environment (i.e., memory disk capacity, operating system revision level, prerequisite items) specified in the Documentation or to supply adequate backups; or
 - iv. a failure to use the Product in accordance with the applicable Documentation.
- In addition to the specific examples identified above "misuse" shall also include any use of the product in violation of the requirements of the Agreement.
- d. On Site Support. All software support services will be provided remotely via an online connection. Software support services, including all diagnostic and remedial assistance at the Customer facilities or other remote locations is not included within the software support services provided hereunder. Such diagnostic and remedial assistance at the Customer facilities or other remote locations may be obtained by the Customer by purchasing separate consulting services from Licensor at Licensor's then-existing rates, plus expenses.
 - e. Network. The Customer shall take full responsibility for all maintenance and support of any network linked to the CPU containing the Product.
 - f. Reporting. The Customer shall keep an accurate event log showing the incident of trouble, the action taken by the Customer personnel with respect to the incident, as well as report of trouble by the Customer to Licensor. Upon request by Licensor, the Customer shall provide a report to Licensor relating to the foregoing. Licensor shall keep an accurate event log showing the incident of trouble, the action taken by Licensor's personnel with respect to the incident, as well as a report by Licensor to the Customer.
 - g. No Expansion of Software Support Services. No action by Licensor in the performance of software support services shall be deemed to expand the scope of software support services as defined herein.
 - h. Exclusions. Software support services shall not include (a) support of accessories, alterations, and attachments, other devices or peripheral equipment (including without cabling not furnished by Licensor), and (b) electrical work external to the Product in this Agreement.

Exhibit E

Order Form

Customer: Nicollet County		Order Information	
Address:	622 South Front Street	Payment Terms:	Net 30
City:	St. Peter	Payment Method:	Check/ACH
State:	MN		
Zip:	55082		

Billing Contact

Name: Cassandra Sassenberg
 Title: Director
 Email: Cassandra.sassenberg@co.nicollet.mn.us
 Phone: (507) 934-8573

Primary Contact

Name: Cassandra Sassenberg
 Title: Director
 Email: Cassandra.sassenberg@co.nicollet.mn.us
 Phone: (507) 934-8573

Product Licenses

Description	# of Licenses	License Cost
CaseWorks Resident Self-Service Portal	1	\$25,000

Professional Services *(Deliverables per SOW Exhibit A)*

Description	Amount
Professional Services – Project & Implementation Fees	\$ 0.00
Professional Services – Training Fees	\$ 0.00

Billing Schedule *(Deliverables per SOW Exhibit A)*

Description	Amount
Licenses	50% Due at contract signing and upon receipt of invoice
	50% Due at Go-Live and upon receipt of invoice

Annual Support Billing Schedule

Support Term	Annual Support Amount	Total
CaseWorks Portal		
Jan 1 – Dec 31, 2024	\$8,750	\$8,750
Jan 1 – Dec 31, 2025	\$9,188	\$9,188
Jan 1 – Dec 31, 2026	\$9,647	\$9,647

Exhibit F

Vendor Acknowledgment

RESPONSIBILITIES OF PERSONS WHO HAVE ACCESS TO NOT PUBLIC DATA

VENDORS

As a vendor working with County, you may have access to records containing information which is protected from unauthorized use. For example, you may have access to special work areas, computers or other files. This information is protected by law, policy, contracts, agreements, or licenses regarding the disclosure both at work and outside the office.

Unauthorized use of data includes making copies of data or computer software and related materials without the permission of the originator or data subject. Unauthorized disclosure of data means releasing information over the phone, in verbal conversations, and in written form. Unauthorized disclosure also includes using the information obtained in connection with your vendor work duties in any manner different from the scope of your specified duties.

Protection of this data from unauthorized use or disclosure depends on the cooperation of all staff and vendors. The information in this handout explains some of these restrictions on information within the County so that you will understand what information is protected and your responsibilities in regard to that information.

NOT PUBLIC DATA

The following describes the private and confidential types of information, the restrictions on the use of it, and some examples of each type of information.

Not public data means any data which the law declares is not available to the public. It is a broad term which includes any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic data, either singly or in any combination.

Generally, if the data you work with identifies a person it is private or confidential data. Use and access within the agency is restricted to those employees or vendors who need the information to do their jobs.

A. Private data is government data maintained on individuals who are identified or can be identified in the data. Only the following persons are permitted access to private data:

1. the individual who is the subject of the data or a designated representative;
2. anyone to whom the individual gives signed consent to view the data;
3. employees of the welfare system whose work assignments reasonably require access to the data;
4. anyone the law says can view the data.

Examples of private data include most welfare system data about individual clients, medical data, child abuse data, pre-commitment screening investigations and pre-admission screening investigations, chemical dependency data about patients, and personnel data.

B. Confidential data is data that identifies individuals and cannot be disclosed to the public or even to the individual who is the subject of the data. The subject of the data CANNOT authorize anyone else to see or receive copies of the data by signing a consent for release of information.

Examples of confidential data are adoption data and the names of individuals who report child or vulnerable adult abuse. Some medical data is confidential if the medical care provider deems that access to the data will be harmful to the patient. Most investigations of individuals are confidential, but investigations involving corporations, agencies or vendors are protected nonpublic.

PENALTIES FOR UNLAWFUL USE OF DATA

Data Practices Act Penalties The Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, provides for disciplinary action for any government employee who knowingly violates the provisions of the Act. **Any person, even those who are not employees**, who willfully violate the provisions of the Act, may be charged with a misdemeanor.

Action for Damages A political subdivision, responsible authority, statewide system, or state agency which violates any provision of this chapter is liable to a person or representative of a decedent who suffers any damage as a result of the violation, and the person damaged or a representative in the case of private data on decedents or confidential data on decedents may bring an action against the political subdivision, responsible authority, statewide system or state agency to cover any damages sustained, plus costs and reasonable attorney fees. In the case of a willful violation, the political subdivision, statewide system or state agency shall, in addition, be liable to exemplary damages of not less than \$100, nor more than \$10,000 for each violation. The state is deemed to have waived any immunity to a cause of action brought under this chapter.

Vendor Technology Usage Agreement

Vendor personnel have no expectation of privacy in any electronic communications, use of County property, or Internet access. County reserves the right to review, audit, or monitor any information technology used by vendor personnel which attaches to or makes use of the County's network(s).

1. All vendor personnel shall use only accounts authorized by County's Security Staff.
2. Vendor personnel may access only those resources for which they are specifically authorized.
3. Vendor personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to current County password requirements. Passwords shall remain confidential. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
4. Vendor personnel are not permitted to script their user IDs and passwords for log-on access.
5. Vendor personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple people.
6. Vendor personnel may not leave their workstation logged onto the network while away from their area. Vendor personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
7. Vendor personnel shall maintain a log, left with the computer, of all software loaded onto any County computer. The software must have been approved in writing by County.
8. Vendor personnel shall execute only applications that pertain to their specific contract work.
9. Vendor personnel shall promptly report log-on problems or any other computer errors to the County Network Administrator.
10. Vendor personnel shall promptly notify the County, in no event later than twelve (12) hours, if they have any reason to suspect a breach of security or potential breach of security.
11. Vendor personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the County.
12. Vendor personnel shall not install or use any type of encryption device or software on any County hardware, which has not been approved in writing by the County.
13. Vendor personnel shall not attach any device to the County network without written approval from the County.
14. Vendor personnel may not remove any computer hardware from any County building for any reason without prior written approval from the County.
15. Vendor personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program installed on County hardware.
16. Vendor personnel shall not attach any network or phone cables to any County device without written approval from the County.
17. Vendor personnel may not copy any data and/or software from any County resource for personal use.
18. County data and/or software shall not be removed from any County Building without prior written approval from the County.
19. Vendor personnel may not utilize County computer systems or networks for any of the following reasons:
 - a. Game playing;
 - b. Internet surfing not required for their work activity;
 - c. Non-related work activity; or
 - d. Any illegal activity.

- e. Downloading of files from the Internet. If files are needed for your work, contact County IT personnel.
- 20. Vendor personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing by the County.
- 21. Vendor personnel may not give out any County computer information to anyone. Exception: other vendor personnel needing the information to complete tasks. Information includes but is not limited to: IP addresses, security configurations, etc.
- 22. All data storage media shall be erased or destroyed prior to disposal.
- 23. Vendor personnel may not remove or delete any computer software without the written approval of the County.
- 24. Vendor personnel shall not attempt to obtain or distribute County system or user passwords.
- 25. Vendor personnel shall not attempt to obtain or distribute door pass codes/passkeys to secured rooms at any County facility for which they are not authorized.
- 26. All equipment issued to vendor personnel will be returned in good condition to County upon termination of the County/Vendor Personnel relationship.
- 27. Vendor personnel may not use County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
- 28. Vendor personnel are prohibited from intentionally causing County to break copyright laws.
- 29. Use by vendor personnel of any County information technology will acknowledge acceptance of the above-referenced policies. Any vendor who violates any of these policies shall be subject to disciplinary action, including total removal from the County project as well as being subject to Minnesota civil and criminal liability.
- 30. Vendor personnel may not disclose of any private or confidential client information regardless of physical form or storage media (paper, computer, voice mail, microfiche, imaged, video or voice recordings). Vendor personnel will not attempt to access not public data for personal purposes.
- 31. Vendor Acknowledgement "Responsibilities of Persons Who Have Access to Not Public Data has been read and its' conditions will be complied with by all vendor personnel.

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Adult Mental Health Initiative: FMAP 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: 09/26/2023 Item Type: Regular Agenda (Select One)	
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 South Central Community Based Initiative (SCCBI) recently received additional funding - specifically Adult Mental Health Initiative Home and Community Based Services Federal Medical Assistance Percentage funding from state Department of Human Services for the provision of mental health services. The SCCBI created a request for proposals for funds to strengthen community-based adult mental health services. Nicollet County Health and Human Services submitted a request that was approved for funds in the amount of \$26,190.00 to assist with improvements at our clubhouse, the Lighthouse on Marshall. These improvements are focused on the development of a full kitchen for social and educational opportunities. Health and Human Services has worked with the Facilities Maintenance Department to develop a plan for updated cabinets, counter tops, electrical, plumbing, sink/kitchen hardware, a stove, a dishwasher, and a washer/dryer.		
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 checked="" type="radio"/> No <input type="radio"/> N/A		
ACTION REQUESTED: Authorization of the purchase of service agreement with the South Central Community Based Initiative to accept these grant dollars.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify: SCCBI Grant	FUNDING County Dollars = \$0 Other \$26,190.00 (Select One)	
FTE IMPACT: No FTE change (Select One)	Total:	
If "Increase or "Decrease," specify: Related Financial/FTE Comments:		

Purchase-of-Service Agreement

South Central Community Based Initiative, 410 S. Fifth Street, P.O. Box 3526, Mankato, Minnesota, 56002-3526, hereafter referred to as the "Agency," and Nicollet County, on behalf of Nicollet County Health and Human Services, 622 South Front Street, St Peter, MN 56082, hereafter referred to as the "Contractor," enter into this Purchase-of-Service Agreement for the period from January 1, 2023, to March 31, 2024. The Agency and the Contractor are hereinafter referred to as the "parties."

WITNESSETH

WHEREAS, the Contractor is an organization licensed under Minnesota Rules 9520.0010 to 9520.0230 and Minnesota Statutes 245.461 to 245.466 and an approved vendor according to published criteria or certificated by the State of Minnesota, Department of Human Services, to provide mental health services (hereinafter "Purchased Services" or "Program Services") to persons (hereinafter also referred to as "eligible clients," "clients" or "program participants"); and

WHEREAS, the Agency, pursuant to Minnesota Statutes Sections 373.01, 373.02, and Minnesota Statutes Chapter 245, wishes to purchase such Program Services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such Services;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

1. CONTRACTOR'S DUTIES

- a. As specified in Minnesota Statutes 245 (Department of Human Services), the Agency agrees to purchase, and the Contractor agrees to furnish the following Services in accordance with Minnesota Statutes Sections 245.4661.
 - (1) The Contractor agrees to use AMHI Home and Community Based Services Federal Medical Assistance Percentage (AMHI-HCBS-FMAP) funding to enhance, expand, or strengthen AMHI allowable Medical Assistance (MA) eligible Home and Community Based Services, such as Targeted Case Management, Crisis Stabilization, and community based rehabilitative MA eligible mental health services. Services must supplement, not supplant, existing state funds expended for Medicaid HCBS.
 - (2) Contractor agrees to utilize these funds in accordance with their work plan attached as Exhibit A. Allowable activities for this funding per Department of Human Services include: hiring a dedicated AMHI Coordinator; renovating a facility that provides Community Support Program and/or other mental health rehabilitative services; purchasing technology to allow for continued use of telemedicine services in diverse communities; purchasing a vehicle for assisting individuals with accessing necessary rehabilitative services; training staff to better meet the needs of diverse communities.
- b. The Contractor must, within ten (10) days, notify the Agency in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the Agency must determine whether such inability will require modification or cancellation of this Agreement.

2. AGENCY DUTIES

- a. The Agency agrees to represent the Contractors interested in accordance with the following grants:

- (1) The Adult Mental Health Initiative Grant
- (2) The Crisis Grant
- (3) The Crisis Legislative Appropriation
- (4) Any additional State or Federal Grants awarded to the SCCBI.

- b. The Agency will conduct all business as per the Joint Powers Board Agreement and Agency Bylaws.
- c. The Agency must, within ten (10) days, notify the Contractor in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the Contractor must determine whether such inability will require modification or cancellation of this Agreement.

3. COST AND DELIVERY OF PURCHASED SERVICES

- a. Reimbursement for all allowable AMHI HCBS expenses is based on the actual cost of the services:

- (1) The total amount to be paid for such purchased services must not exceed \$ 26,190.00.

4. PAYMENT FOR PURCHASED SERVICES

- a. Certification of expenditures: The Contractor must, by the twenty-fifth of the month following the previous quarter, submit the required reimbursement documentation, as required by the Fiscal Agent.
 1. County Reimbursement - The South Central Community Based Initiative Reimbursement Sheet is attached as Exhibit B.
 2. The procurement worksheet should be attached to the reimbursement sheet. The worksheet is attached as Exhibit C.
- b. Payment: The Agency must, within thirty (30) days of the date of receipt of the Invoice and procurement worksheet, make payment to the Contractor for all eligible clients identified on the Invoice.

5. AUDIT AND RECORD DISCLOSURES

- a. Government entities have obligations under Minnesota law to create and preserve certain records. Creation and management of official records are outlined in the Official Records Act and the Records Management Statute. The Data Practices Act classifies and creates rights and obligations surrounding government data, which includes official records.
- b. The Official Records Act requires government entities to, "make and preserve all records necessary to a full and accurate knowledge of their official activities." (Minn. Stat. 15.17, subd. 1.) The chief administrative officer of each public agency is responsible for the preservation and care of the agency's records. These records must be passed on to the successors in office so that they can understand why past actions or decisions were made. Records may be kept in any format (e.g., electronic files, paper, photographs, other recordings, etc.).
- c. Government entities may only dispose of official records required by section 15.17 according to a records retention schedule. The Records Management Statute requires that each entity keep an inventory of records and a retention schedule approved by both the head of the entity and the

records disposition panel. (Minn. Stat. 138.17, subd. 7.) In order to have an official record added to the retention schedule or to determine when an official record not on the schedule must be destroyed, entities must get the approval of the Record Disposition Panel. (See also, Minnesota Statutes, section 138.225, "Prohibition against unauthorized disposal of records; penalty.")

- d. The Data Practices Act (Minnesota Statutes Chapter 13) classifies official records and government data, and provides rights for members of the public and data subjects to access data. While the Data Practices Act does not address official records or management responsibilities, certain obligations within the Data Practices Act impact records management.

6. SAFEGUARD OF CLIENT INFORMATION

- a. The use or disclosure by any party of information concerning an eligible client in violation of in the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) or for any purpose not directly connected with the Agency's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- b. The Agency is a covered entity under the Health Insurance Portability and Accountability Act and its implementing regulations (collectively referred to as "HIPPA"). To the extent that the Contractor performs a function or activity involving the use of "protected health information" (45 CFR section 164.501), on behalf of the Agency including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing, or administration; utilization review; quality assurance; billing; benefit management; practice management; repricing; or otherwise provided by 45 CFR section 160.103, the Contractor shall comply with HIPAA), and all applicable requirements.

7. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

(When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

(When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36). This section only applies if the grant is for more than \$100,000, and the Contractor has employed more than forty full-time employees within the State of Minnesota on a single working day during the previous 12 months.

8. FAIR HEARING AND GRIEVANCE PROCEDURES

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with fair hearing and grievance procedures established by Department of Human Services administrative rules.

9. BONDING, INDEMNITY, INSURANCE, AND AUDIT CLAUSE

- a. **Bonding:** The Contractor must obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to distribute monies. Such a bond must be in the amount of \$100,000.00.
- b. **Indemnity:** The Contractor shall indemnify and hold harmless, the Agency, its officials, employees, and agents from any and all liability, loss, damages, expenses, claims, or actions which the Agency, its officials, employees, and agents may hereafter sustain incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its employees, or agents, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this agreement.

- (1) By reason of any fee eligible client suffering personal injury, death, property loss or damage either while participating in or receiving from the Contractor care and services to be furnished by the Contractor under this Agreement, or while on the premises owned, leased, or operated by the Contractor, or while being transported to and from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or Contractor's assigns; or
- (2) By reason of any service client causing injury to, or damage to, the property of another person, during any time when the Contractor or Contractor's assigns or employee therefore has undertaken its furnishing the care and service called for under this Agreement.

c. **Insurance:** The Contractor further agrees, in order to protect itself and the Agency and the Agency's officers, agents, employees, and elected officials under the indemnity provision above, that it will at all times during the term of the Agreement, and beyond such term when so required, have and keep in force liability insurance as set forth below. Any insurance required to be provided by the Contractor shall be primary, and not excess, to any other coverage carried by the Agency. The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

- (1) The Contractor will purchase occurrence-based liability insurance. The policy shall include coverage for all applicable liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under a contract. Said liability insurance shall cover all personnel providing services under this Agreement. An umbrella liability policy may be used in conjunction with the primary coverage limits to meet the minimum limit requirements for each coverage. The Agency shall be listed as the additional insured.
- (2) The applicable liability insurance coverage will meet the limits as shown equal to the tort liability limits under Minnesota 466.04.

10. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Agreement, the Contractor certifies that it and its principals¹ and employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three- (3-) year period preceding this Agreement:
 - (1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - (2) violated any federal or state antitrust statutes; or

¹"Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

- (3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - (1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - (2) violating any federal or state antitrust statutes; or
 - (3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

11. CONDITIONS OF THE PARTIES' OBLIGATIONS

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must thereupon be terminated.
- b. This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days' prior notice, in writing, delivered by mail or in person.
- c. Before the termination date specified on Page 1 of this Agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this Agreement must be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement.
- e. No claim for services furnished by the Contractor not specifically provided in the Agreement will be allowed by the Agency, nor must the Contractor do any work or furnish any material not covered by the Agreement, unless prior written notice is given by the Agency. Such approval must be considered to be a modification of the Agreement.
- f. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- g. Unless otherwise provided in this Agreement, all notices provided under this Agreement must be in writing and sent to the following individuals:

To Notify the Agency

Ricki Pribyl
Regional Manager, SCCBI
PO Box 3526, Mankato, MN 56002
507-381-0549
ricki.pribyl@blueearthcountymn.gov

To Notify the Contractor

Cassandra Sassenberg
Health and Human Services Director
St. Peter, MN 56082
507-934-8573
cassandra.sassenberg@co.nicollet.mn.us

12. SUBCONTRACTING

- a. All subcontractors must be subject to and must meet all of the requirements of this Agreement.
- b. The Contractors must ensure that all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

- c. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, Part 9525.1870, Subpart 3.
 - (1) Abide by all applicable Federal reimbursement requirements. Depending on the Contractor's organizational structure, the audit criteria could, at a minimum, include the following:
 - i. Each party may terminate this agreement for any reason on 30 Business Days' notice to the other party. Blue Earth County may terminate this agreement with immediate effect by delivering notice of the termination to Contractor if Contractor fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its covenants, representations, or obligations, and the failure, inaccuracy, or breach continues for a period of 15 Business Days after Blue Earth County delivers notice to Contractor reasonably detailing the breach.
 - ii. In the event Contractor' services are terminated for whatever reason, Blue Earth County will promptly compensate Contractor for all professional services rendered, related fees, and out-of-pocket expenditures through the date of termination.
 - iii. By signing this contract the contractor certifies that it is not on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB Guidelines at Debarment and Suspension 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." See Exhibit D
 - iv. Contractor agrees to comply with restrictions on Lobbying. (Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)). Consultant must sign the required certification. Contractor will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. See Exhibit E

- v. Contractor agrees to comply with the Drug-Free Workplace requirements and by signing this contract the contractor certifies that it complies with Government-wide Requirements for Drug-Free Workplace (Grants), 49 CFR Part 32. See Exhibit F.

13. NONCOMPLIANCE

- a. If the Contractor fails to comply with the provisions of this Agreement, the Agency may seek any available legal remedy.
- b. Either party must notify the other party within thirty (30) days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have thirty (30) days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

14. MISCELLANEOUS

The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as third-party beneficiary, is an affected party under this Agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Contractor for any appropriate relief in law or performance of all or any part of the agreement between the Agency and the Contractor. The Contractor specifically acknowledges that the Agency and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the Agreement of any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

15. ENTIRE AGREEMENT

It is understood and agreed that the entire Agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

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

AGENCY

Dated: _____

Suzanne Nerison, Joint Powers Board Chair
South Central Community Based Initiative

CONTRACTOR

Dated: _____

Jack Kolars
Nicollet County Board Chair

Dated: 9/20/23 _____

Cassandra Sassenberg
Cassandra Sassenberg
Nicollet County HHS Director

Approved as to form and execution:

Dated: _____

Michelle Zehnder Fischer
Nicollet County Attorney

<p align="center">South Central Community Based Initiative Record of funds reimbursed AMHI HCBS FMAP</p>

County Name: Vendor#

Reimbursement for quarter ended:

Description	Renovation	Vehicle	*Other	Total
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -

Total reimbursement requested

I certify that these expenditures are used in accordance with grant guidelines and are less the revenues received.

Requested By: Date

Title:

* Please do not use the "Other" column unless designated to by the SCCBI Regional Program Manager.

Please mail or email this page to:
Blue Earth County Human Services
410 S 5th St PO Box 3526
Mankato, MN 56001-3526

507-304-4379
tracey.hansen@blueearthcountymn.gov

BLUE EARTH COUNTY HUMAN SERVICES

PROCUREMENT CHECKLIST

Contract Reference: _____

To comply with Blue Earth County's Federal Procurement Standards Policy, 2 CFR 200 Uniform Guidance, and other contractual requirements, completion of this form is required.

Non-Contracts

- ☐ Micro Purchases (< \$10,000) 2 quotes and/or state contracting pricing.

	<u>Vendor/Contractor Name</u>	<u>Total Quote</u>	<u>Other Consideration</u>
1.	_____	_____	_____
2.	_____	_____	_____

- ☐ Small Purchase (non-contract procurements between \$10,000 and \$150,000)
Over \$150,000 requires advertisement for bid and/or state contract and Board Approval required.

	<u>Vendor/Contractor Name</u>	<u>Total Quote</u>	<u>Other Consideration</u>
1.	_____	_____	_____
2.	_____	_____	_____

CONTRACTS

- ☐ Contracts < \$25,000 Either by quote or open market. May be approved and signed by the Department Head when funds for the contract are included within the budget or Capital Improvement Program (CIP). When funds are not included in the budget, it requires approval by the County Administrator.

	<u>Vendor/Contractor Name</u>	<u>Total Quote</u>	<u>Other Consideration</u>
1.	_____	_____	_____
2.	_____	_____	_____

- ☐ Contracts between \$25,000 and \$175,000— May award to contractor offering best value under RFP/sealed bid or quotation with the exception of Professional Services. Board approval required.

	<u>Vendor/Contractor Name</u>	<u>Total Quote</u>	<u>Other Consideration</u>
1.	_____	_____	_____
2.	_____	_____	_____

- ☐ Sole Source - an acquisition where, after a search, only one supplier is determined to be reasonably available for the required product, service, or construction item.

Check the reason you chose this vendor/contractor for this purchase:

- ☐ Vendor/contractor was the lowest bidder
- ☐ Vendor/contractor provided the best evaluated responsible offer (other than low bid)*
- ☐ Vendor/contractor establishes or maintains essential research, development, or technical capacity. *
- ☐ Compatibility with other components of a system already exist. *
- ☐ Only vendor/contract that meets pre-established performance characteristics. *
- ☐ Vendor/contractor specifically identified within award documentation. *
- ☐ Other *

* REQUIRES EXPLANATION. Also, attach any/all supporting documentation

CRF Part 200 requires that Blue Earth County takes affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.

Were any of these groups solicited for this purchase?

- | | | |
|--|--|---|
| <input type="checkbox"/> Small | <input type="checkbox"/> Women-owned | <input type="checkbox"/> Service disabled |
| <input type="checkbox"/> Disadvantaged | <input type="checkbox"/> Veteran-owned | |

If not solicited, explain why not:

If solicited and not selected, explain why not:

Name of vendor/contractor selected for work: _____

- ☐ Contract/agreement executed
- ☐ Form W-9 received
- ☐ Insurance certificate received
- ☐ Suspension/Debarment check online (<https://www.sam.gov>)

Preparer Print & Sign: _____ **Date:** _____

Note:

1. If any of the above are contracts, contract monitoring must be completed as per Uniform Guidance.
2. Documentation must be kept until year of purchase county audit has been finalized.
3. All amounts exceeding the above, refer to Blue Earth County Procurement Standards Policy.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

The Offeror certifies, to the best of its knowledge and belief, that:

1. The Offeror and/or any of its Principals:
 - a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph b) above.
 - d) Have ☐ , have not ☐ , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

"Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to the Contractor if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraphs 1, 2, or 3 exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested may render the Offeror nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph 1 or 2 of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraphs 1 and 2 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to Contractor, Contractor may terminate the contract resulting from this solicitation for default.

BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (a) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

DRUG-FREE WORKPLACE CERTIFICATION

The following certification and disclosure regarding a drug-free workplace compliance are made per the provisions contained in 49 CFR Part 32, Government-wide Requirements for Drug- Free Workplace.

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
4. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

Award Amount		
BUDGET JUSTIFICATION Year County: Nicollet		
Budget Line / Allowable Uses	Justification Narrative	Allocation
Hiring a dedicated AMHI Coordinator		
Renovating a facility that provides Community Support Program and/or other mental health rehabilitative services. Expenses could include: upgrading kitchen appliances (education and training opportunities), new water heaters/furnaces/air conditioners, improving lighting (environment sensitivities), weatherization of communal space (energy efficiency), accesibility adjustments (ADA standards), painting, flooring, mold & mildew removal, and comforting furniture.	Nicollet County purchased a building to improve clubhouse services. The building requires renovation to best serve our consumers. Our current remodeling goals are specific to modifying a previous kitchenette into a full kitchen. This would allow for increased educational opportunities for the clubhouse members through a variety of social and recreational groups. Projected costs associated with the project include: Cabinetry- \$10,500; Countertops-\$3,000; Electrical-\$3,500; Plumbing-\$5,000; Sink, faucet, kitchen hardware-\$1,000; Washer/dryer-\$3,000; Stove-\$1,000; Dishwasher-\$1,000	\$27,000
Total approved request		\$ 27,000.00
Total Reward (minus fiscal host fee)		\$ 26,190.00

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Set Public Hearing Date for the Fee Schedule Amendment		
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested 5 minutes Presenter: Mandy Landkamer Title: County Administrator	Meeting Date: 09/26/23 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: Consideration of December 12, 2023, at 10:00 a.m. for a public hearing concerning the amendment to the County Fee Schedule.		
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 checked="" type="radio"/> Yes <input type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known) December 13, 2022		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Set the fee schedule public hearing date of December 12, 2023		
FISCAL IMPACT: No fiscal impact <small>(Select One)</small> If "Other", specify	<input checked="" type="checkbox"/> FUNDING County Dollars = Other <small>(Select One)</small>	Total
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify: Related Financial/FTE Comments:		

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
SHIP Grant for Nicollet County Public Works - Klossner and Nicollet Shops		
Primary Originating Division/Dept.: Administration	Meeting Date: 09/26/2023	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: <p>Nicollet County Public Works applied for a grant from the Statewide Health Improvement Partnership (SHIP) for the purchase of two water fountains that can also fill water bottles. The water fountains will be located in the Klossner and Nicollet shops. They were awarded a grant in the amount of \$5,750.00 for the fountains.</p>		
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: <p>Acceptance of the SHIP grant and signature on the partner agreement.</p>		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify SHIP Funds	FUNDING County Dollars = Other (Select One)	\$1,050.00 \$5,750.00
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: ARPA Funds will cover the County's expense.	Total	\$6,800.00



Brown, Nicollet, Le Sueur & Waseca Counties (BNLW) Statewide Health Improvement Partnership (SHIP) Partner Application

Workplace Wellness

Section 1: Applicant Information

Date	August 2023
Organization Name	Nicollet County Public Works – Nicollet & Klossner locations
Street Address	
Mailing Address <i>if different</i>	
City, State, Zip Code	
County	Nicollet County

Primary Contact	Cody Johnson, Nicollet County Facilities Director
Phone	507-381-5003
Email	Cody.Johnson@co.nicollet.mn.us

Financial Contact	Cody Johnson
Phone	507-381-5003
Email	Cody.Johnson@co.nicollet.mn.us

Information provided in this application may be used for SHIP promotional materials. This includes, but is not limited to: SHIP Fact Sheets, Minnesota Department of Health reports, newsletters, social media posts, and media releases. Additional information may be requested by SHIP staff; e.g. a release might be requested for individuals in photographs.

☒ By checking this box, you acknowledge and accept the statement above.

Please provide the information requested below for each workplace location of your organization in the counties of Brown, Nicollet, Le Sueur or Waseca counties. Add additional rows as needed.

Name of workplace location	Street Address, City, Zip and County	# of employees
Public Works Shop – Klossner	57575 Fort Road, New Ulm 56073, Nicollet Co	
Public Works Shop – Nicollet	805 Main Street, Nicollet 56074, Nicollet Co	

Please check any of the following that apply to your organization:

- | | | |
|---|---|---|
| <input type="checkbox"/> School / School District | <input type="checkbox"/> Hospitality industry | <input type="checkbox"/> Manufacturing industry |
| <input type="checkbox"/> Health Care Setting | <input type="checkbox"/> Retail industry | <input type="checkbox"/> Care provider industry |

Section 2: Best Practices: Current State & Goals

Please summarize your organization's current state and goals for the current year related to the workplace wellness foundational elements best practices (as outlined in the table below).

<p>LEADERSHIP SUPPORT: <i>Please describe your organization's Leadership Support for workplace wellness. Supportive leadership places wellness in an organization's strategic plan; authorizes resources (staff time and budget); actively participates; ensures supervisors support wellness; models behavior; and communicates regularly to all staff about wellness initiatives.</i></p>
<p>The County Board and Administration is supportive of workplace wellness and designates time, energy and a budget for such. Supervisors are encouraged to do team building and model behavior. Communication is sent regularly to all staff from the Wellness Committee.</p>
<p>WELLNESS COMMITTEE: <i>Please describe your organization's wellness committee or your plans (if any) to form a committee. Composition of the committee? Frequency of meetings?</i></p>
<p>The Wellness Committee meets monthly and regularly encourages healthy behaviors through numerous offerings. The county tries to ensure the committee is representative of the county staff.</p>
<p>WELLNESS VISION STATEMENT & BRAND: <i>Please share your organization's wellness vision and brand (name/logo) or your plans (if any) to develop these.</i></p>
<p>I am not aware of a specific vision, name, logo, etc. or a plan to develop these.</p>
<p>ASSESSMENT(S): <i>Please share what (if any) wellness self-assessments your organization has completed. (e.g. employee interest survey, employee needs survey, CDC Worksite Health Score Card, CDC INPUTS climate survey, employee health assessments/biometric screenings, etc.) When did your organization complete these? Who was involved? How were the results used? If your organization has not completed any self-assessments, please share your plans (if any) to do so.</i></p>
<p>The County participated in the comprehensive CDC Worksite Health Score Card prior to COVID and will work on completing the new SHIP assessment over the upcoming year with support from Nicollet County based SHIP staff.</p>

Section 3: Work Plan(s)

Please complete one work plan table for each project planned for the upcoming year. Copy, paste and complete the table below for each additional project.

<p>BEHAVIOR AREA <i>on which this project is focused</i></p>		
<input type="checkbox"/> Physical Activity <input checked="" type="checkbox"/> Healthy Eating	<input type="checkbox"/> Breastfeeding Support <input type="checkbox"/> Tobacco Free Worksite	<input type="checkbox"/> Well-Being <input type="checkbox"/> Other: _____
<p>INTENDED PSE CHANGE(S) <i>check all that apply for this project</i></p>		
<input type="checkbox"/> New or Updated Policy, Guideline or Rule <input type="checkbox"/> New or Updated System, Process, or Practice	<input checked="" type="checkbox"/> New or Updated Environment or Space <input type="checkbox"/> New or Updated Social Support	
<p>ACTIVITIES: <i>What are we planning to do? If applicable, which locations will be impacted by this change?</i></p>	<p>TIMEFRAME</p>	<p>RESPONSIBLE INDIVIDUAL(S)</p>

Facilities staff will acquire quote for water bottle stations for two Public Works satellite shops.	Spring/Summer 2023	Cody Johnson
Once funding is acquired/allocated, Facilities staff will work with contractor to get the water bottle stations installed.	Fall 2023	Cody Johnson
ENGAGEMENT & COMMUNICATIONS: <i>How will we engage employees? How will we promote and/or communicate about these changes/activities?</i>		
The Wellness Committee sends regular newsletters and email updates. These new bottle fillers will be included in one or more of these updates. Additionally, earlier in 2023, the Committee provided reusable water bottles to all County employees so the Committee will nudge the use of the fillers and new bottles.		
PROJECT EVALUATION: <i>How will we measure/evaluate and report on our impact and success?</i>		
The County will be able to measure use of the water bottle filling station using the built-in tracker.		
PROJECT SUSTAINABILITY: <i>How will we sustain the project beyond the initial grant (if applicable)?</i>		
Facilities staff will maintain the stations as they already do in other county facilities.		

Section 4: Budget and Funding Request

Please complete the total project funding table below and a detailed budget using the provided Excel template.

Total Project Funding Table

A) How much funding are you requesting from BNLW SHIP?	\$5,750.00
B) How much other funding (if any) do you have for this project? <i>Include other grants, donations, fundraised amounts, budgeted dollars, etc.</i>	\$1,050.00
C) How much do you or a partner anticipate contributing in-kind to the project? <i>Include staff/volunteer time, etc.</i>	\$0
Total Project Cost (should equal the sum of the 3 lines above)	\$6,800.00

Submit your completed application along with detailed budget Excel file via email to your local SHIP staff person (contact info below).

[Kristen Friedrichs](#)
Coordinator
(507) 934-7221

[Melissa Hoffmann](#)
Brown County
(507) 233-6815

[Kate Albrecht](#)
Nicollet County
(507) 934-7214

[Ashley Killday](#) [Le Sueur](#) / [Waseca](#)
Le Sueur & Waseca Counties
(507) 461-6167

Brown, Nicollet, Le Sueur Waseca Counties (BNLW) Statewide Health Improvement Partnership (SHIP)



2022-2023 Partner Application Detailed Budget

Please provide a detailed budget for your project. The budget must show a minimum of a 10% match to the Total SHIP Funding Requested. The match may include other funding sources (such as budgeted dollars, donations or other grants) or in-kind contributions (such as staff or volunteer labor). Certain items, such as sit-stand workstations, may require a greater match. Please connect with your local BNLW SHIP staff for more information and for examples of allowable and unallowable uses of SHIP funds.

Funding Request from BNLW SHIP

Describe what you will use the requested BNLW SHIP funding for:		Amount
1	<i>two water bottle filling stations</i>	\$ 5,750.00
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
9		\$ -
10		\$ -
<i>insert additional rows above if needed</i>		
Total SHIP Funding Requested *		\$ 5,750.00
<i>* should match the line A) in the Application's Total Project Funding Table</i>		

Match: Other Funding &/or In-Kind Contributions

Source of Match	Project expenses it will cover	Amount
1 <i>county funds</i>	<i>contractor labor costs to install</i>	\$ 1,050.00
2 <i>in-kind</i>	<i>facilities staff time to maintain</i>	as needed TBD
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
<i>insert additional rows above if needed</i>		
Total Other Funding or In-Kind Contributions **		\$ 1,050.00
<i>** should equal line B) in the Application's Total Project Funding Table</i>		

Statewide Health Improvement Partnership (SHIP)
Brown-Nicollet Community Health Board
On Behalf of Brown-Nicollet-Le Sueur-Waseca SHIP
Partner Agreement

THIS PARTNER AGREEMENT and supplements are between Brown-Nicollet Community Health Board ("CHB") in conjunction with the State of Minnesota (Minnesota Department of Health) and **Nicollet County – Public Works, 1700 Sunrise Drive, Saint Peter, Minnesota 56082**, ("PARTNER").

CHB is empowered to provide partner funding to organizations to assist CHB in carrying out activities outlined in the Statewide Health Improvement Partnership (SHIP) grant. SHIP Grant funds were awarded by the Minnesota Department of Health (hereinafter "STATE") to the CHB to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight; at reducing the use of tobacco; and at improving well-being.

PARTNER represents that it is qualified and willing to perform the services set forth herein.

Therefore, it is agreed:

- I. **PARTNER'S DUTIES.** PARTNER shall carry out duties outlined in the attached documents (Partner Application & Budget) by **June 30, 2024**.
 - a. PARTNER shall fully participate in evaluation to demonstrate progress and health outcomes as requested by SHIP staff.
 - b. PARTNER shall provide success stories upon request for incorporation into STATE reports, updates, and media releases.
- II. **TERMS OF PAYMENT.** The total obligation of CHB for all reimbursement to PARTNER shall not exceed **\$5,750.00** as outlined and approved in the attached Budget.
 - a. Payments shall be made by CHB promptly after PARTNER'S submission of invoices for services performed and acceptance of such services by a CHB Authorized Representative. Invoices shall be submitted at a minimum of quarterly through **July 15, 2024**.
 - b. All services provided by PARTNER for this agreement shall be performed to the satisfaction of CHB, as determined at the sole discretion of its Authorized Representative, and in accord with all applicable laws, ordinances, rules and regulations. PARTNER shall not receive payment for work found by CHB to be unsatisfactory, or performed in violation of law, ordinance, rule or regulation.
- III. **TERMS OF AGREEMENT.** This agreement shall be effective on **Monday, November 1, 2022**, or upon the date that the final required signature is obtained by CHB whichever occurs later, and shall remain in effect until **June 30, 2024**, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first. PARTNER understands that NO services may be reimbursed under this agreement until ALL required signatures have been obtained, and PARTNER is notified by the CHB Authorized Representative. Any change to the work plan or a budget change of more than 10% must be pre-approved by the CHB.
- IV. **CANCELLATION.**
 - a. If the PARTNER fails to comply with the provisions of this agreement, CHB may terminate this agreement without prejudice to the right of CHB to recover any money previously paid. The termination shall be effective five business days after CHB mails, by certified mail, return receipt requested written notice of termination to the PARTNER at its last known address.

- b. CHB or PARTNER may cancel this agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.
 - c. This agreement may be cancelled by the CHB under the circumstance that SHIP is cut funding anytime during the grant period.
- V. AUTHORIZED REPRESENTATIVES.
 - a. CHB'S Authorized Representative for the purposes of administration of this agreement is the SHIP Coordinator for Brown and Nicollet Counties. Such representative shall have final authority for acceptance of PARTNER'S services and if such services are accepted as satisfactory, shall so certify on each invoice.
 - b. The PARTNER'S Authorized Representative for purposes of administration of this agreement is the fiscal representative. The PARTNER'S authorized Representative shall have full authority to represent PARTNER in its fulfillment of the terms, conditions and requirements of this agreement.
- VI. ASSIGNMENT. PARTNER shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the CHB Authorized Representative.
- VII. AMENDMENTS. Any amendments to this agreement shall be in writing, and will not be effective until it has been fully executed by the same parties who executed the original agreement, or their successors in office.
- VIII. LIABILITY. Any and all claims that arise or may arise against PARTNER, its agents, servants or employees as a consequence of any act or omission on the part of the PARTNER or its agents, servants, or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the CHB. PARTNER shall indemnify, hold harmless and defend the CHB, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the CHB, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of PARTNER, its agents, servants or employees, in the execution, performance, or failure to adequately perform PARTNER'S obligations pursuant to this agreement.
- IX. DATA PRACTICES ACT. The PARTNER and CHB shall comply with all Minnesota Data Practices Act and other applicable laws as it applies to data provided by CHB in accordance with this agreement and as it applies to all data created, gathered, generated or acquired in accordance with this agreement.
- X. OWNERSHIP OF EQUIPMENT. The CHB shall have the right to require transfer of all equipment purchased with grant funds (including title) to the CHB or to an eligible non-CHB party named by the CHB. This right will normally be exercised by the CHB only if the project or program for which the equipment was acquired is transferred from one grantee to another.
- XI. AUDIT AND RECORDS DISCLOSURES. The PARTNER shall allow personnel of the Responsible CHB and STATE access to the PARTNER'S records at reasonable hours in order to exercise their responsibility to monitor the services. The PARTNER shall maintain and make available records at its principle place of business for six (6) years for audit purposes.
- XII. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the PARTNER or its employees individually or jointly with others, or any sub-grantees shall

identify the Statewide Health Improvement Partnership as the sponsoring agency and shall not be released without prior written approval by the CHB'S Authorized Representative, unless such release is a specific part of an approved work plan included in this agreement.

- XIII. ENDORSEMENT. The PARTNER must not claim that the STATE endorses its products or services.
- XIV. WORKERS' COMPENSATION. PARTNER certifies that it is in compliance with Minnesota Statute §176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The PARTNER'S employees and agents will not be considered CHB or STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the CHB's or STATE'S obligation or responsibility.
- XV. JURISDICTION AND VENUE. This agreement, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this agreement, or breach thereof, shall be in the state court of competent jurisdiction in Nicollet or Brown County, Minnesota.
- XVI. EQUAL EMPLOYMENT OPPORTUNITY – CIVIL RIGHTS.
- During the performance of this Agreement, the PARTNER agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment rights in, participation 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 PARTNER guarantees that no funds received under this Agreement shall be used to provide religious training and/or services to any individual receiving purchased services.
 - If during the term of the Agreement or any extension thereof, it is discovered that the PARTNER is not in compliance with the applicable regulations as aforesaid, or if the PARTNER engages in any discriminatory practices, then the Host CHB may cancel said Agreement.

APPROVED

1. PARTNER

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

By:

Title:

Date:

2. BROWN-NICOLLET COMMUNITY HEALTH BOARD

Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By:

Title:

Brown-Nicollet CHS Administrator

Date:

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Resolution Adopting the 2024 Preliminary Property Tax Levy and Setting the Budget and Levy Public Comment Meeting		
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested 10 minutes Presenter: Mandy Landkamer Title: County Administrator	Meeting Date: 09/26/2023 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: Attached for your consideration is a resolution that requests the following actions: - Set the 2024 preliminary tax levy - Set Thursday, December 7, 2023 at 6:30 p.m. at the Nicollet County Board Room as the 2024 Tax Levy and Budget Public comment meeting date, time, and location.		
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: Approve the attached resolution adopting the 2024 preliminary property tax levy and setting the budget and levy public hearing meeting for Nicollet 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 = Other <small>(Select One)</small> Total	

**RESOLUTION ADOPTING THE
2024 PRELIMINARY PROPERTY TAX LEVY AND SETTING THE BUDGET AND
LEVY PUBLIC COMMENT MEETING FOR NICOLLET COUNTY**

WHEREAS, the Nicollet County Budget Committee met on several occasions to review the 2024 Nicollet County preliminary property tax levy and budget; and

WHEREAS, pursuant to Minn. Stat. §375A.06, the 2024 Nicollet County preliminary property tax levy and budget was prepared by the County Administrator and Finance Director with the input of all Nicollet County Board Members and County Department Heads; and

WHEREAS, to be in compliance with Minn. Stat. §275.065, the 2024 preliminary levy must be adopted and certified on or before September 30, 2023; and

WHEREAS, in further accordance with Minn. Stat. §275.065, taxing authorities must provide the County Auditor, on or before the time it certifies its preliminary levy, with the time and place of a meeting in which the levy and budget will be discussed and public input allowed; and

WHEREAS, said meeting must occur after November 24, must not be held before 6:00 p. m. and must occur before the final 2024 levy and budget are approved.

NOW THEREFORE, BE IT RESOLVED, that the Nicollet County Board of Commissioners does hereby adopt the 2024 initial property tax levy for Nicollet County in the amount of \$26,410,973 (3.5% increase).

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Nicollet County Board of Commissioners does hereby establish Thursday, December 7, 2023 at 6:30 p.m. in the Nicollet County Board Room, Nicollet County Government Center, St. Peter, MN, as the designated meeting to discuss the 2024 proposed County levy and budget and to allow public input regarding these items. The 2024 final County levy and budget will be adopted at the Tuesday, December 12, 2023 regular County Board meeting.

Dated this 26th day of September, 2023

Jack Kolars, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

2024 Preliminary Net Levy and Budget

		<u>Property Tax Levy</u>			
		2023	2024	Difference	% (+/-)
	Revenue Fund:				
	Administrative Services	\$3,889,169	\$3,852,738	-\$36,431	-0.94%
	Property & Public Services	\$2,727,082	\$2,998,180	\$271,098	9.94%
	Criminal Justice Services	\$8,101,404	\$8,421,478	\$320,074	3.95%
Economic Development/Service Appropriations		\$262,011	\$260,620	-\$1,391	-0.53%
	Special Levy: HRA	\$115,431	\$117,740	\$2,309	2.00%
	Special Levy: Library	\$120,088	\$120,088	\$0	0.00%
	Total Revenue Fund	\$15,215,185	\$15,770,844	\$555,659	3.65%
	Road & Bridge Fund	\$1,957,018	\$2,330,992	\$373,974	16.04%
	Health & Human Services Fund	\$6,235,756	\$6,310,664	\$74,908	1.19%
	Bonded Debt Fund	\$2,110,875	\$1,998,473	-\$112,402	-5.62%
	TOTAL	\$25,518,834	\$26,410,973	\$892,139	3.50%

Estimated 1% Levy increase = \$255,188



SEPTEMBER 12, 2023
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, September 12, 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 and County Attorney Michelle Zehnder Fischer.

Approval of Agenda

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

Consent Agenda

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

1. August 22, 2023 Regular Drainage Minutes

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

Public Appearances

Lynn Fluegge of New Ulm appeared before the Board with concerns related to the CD 86A. This project has been going on over 8 years and there are still concerns with the electrical, structure leaks, and the overall condition of the building.

Public Works

Status Update for CD 83 – Hippert Driveway Relocation Project

Public Works Director Greenwood came forward to share that no quotes were received by the August 25, 2023 deadline for the CD 83 Hippert Driveway Relocation Project. No action taken by the Board.

Public Services

CD 30A & CD 32A Cleaning Request

Ditch Inspector Henry came forward to discuss two repair requests from landowners to clean a portion of the open ditch on CD 30A. Landowners were notified of the request and the meeting was opened for public comments related to CD 30A and 32A.

Rick Grommersch appeared in person and indicated his support for the cleaning of CD32A. Alex Kelley submitted an email comment expressing concern about the location of the placement of the rocks/debris following the cleaning on CD 32A.

Motion by Commissioner Zins and seconded by Commissioner Morrow to approve the CD 30A ditch cleaning request. Motion carried with all voting in favor.

Motion by Commissioner Dranttel and seconded by Commissioner Morrow to approve the CD 32A ditch cleaning request. Motion carried with all voting in favor.

Adjourn

The meeting was adjourned at 10:12 a.m.

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

DRAFT

Agenda Item: Set Hearing Date for CD30A Partial Abandonment		
Primary Originating Division/Dept.: Public Services		Meeting Date: 09/26/2023
Contact: Jaci Kopet	Title: PPSD Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes		
Presenter: Jaci Kopet		Title: PPSD Director
		Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: On August 28, 2023, Public Services received a Petition for Partial Abandonment of County Ditch 30A. As per Minn. Stat. § 103E.806, the Drainage Authority shall set a date and time for a public hearing. I am proposing the public hearing be set for October 24, 2023 at 10:00 am in the Nicollet County boardroom.		
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):		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approval of public hearing date and time.		
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:

Nicollet County Drainage Authority Meeting Agenda Item


Agenda Item:

CD77 Lateral 2 Public Hearing on the Final Acceptance of the Improvement Project and Levy Assessments

Primary Originating Division/Dept.: Public Services

Meeting Date: 09/26/2023

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: ☒ Yes ☐ No

County Strategy: Programs and Services - deliver value-added quality services
(Select One)

BACKGROUND/JUSTIFICATION:

This is a public hearing for the improvement project to CD77 Lateral 2 at 10:00 am for the Final Acceptance of the improvement project and levy hearing for CD77 Lateral 2. Attached is the Final Acceptance report form ISG.

Chuck Brandel, ISG Engineering, will be present to present the Final Acceptance Report.

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: ☒ Attached ☐ In Signature Folder ☐ None

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

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

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

ACTION REQUESTED:

The Drainage Authority will be asked to approve or deny the proposed Findings for the Final Acceptance Hearing

FISCAL IMPACT: Other
(Select One)

If "Other", specify

FUNDING

Drainage Authority Dollars =

Grant

(Select One)

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

Total

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

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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:	6/15/2023
To (Owner):	Nicollet County 501 S. Minnesota Ave Saint Peter, MN 56082	From (Contractor):	Jensen Exavating & 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

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

6/23/2023
(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	\$ -
31.2311.1000.03	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	5030.00	\$ 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 (P) (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 SIDESLOPE SEEDING	AC	3.87	\$ 4,135.00	\$ 16,002.45	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	\$ 2,050.00	\$ 6,150.00	0.00	\$ -	1.00	\$ 2,050.00	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	\$ -	0.00	\$ -	0.00	\$ -	2.00	\$ 600.00
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	30.00	\$ 27.00	\$ 810.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	30.00	\$ 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	\$ -	75.60	\$ 3,780.00	0.00	\$ -	109.93	\$ 5,496.50
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	\$ -
					\$ 287,906.38		\$ -		\$ 265,321.25		\$ -		\$ 22,585.13

Completed Change Order Items

ISG

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
Change Order	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
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	5090.00	\$ 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

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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.

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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.

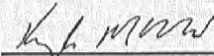
In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

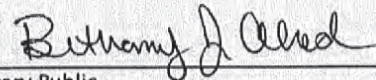


Kyle P. McDonald, Assistant Secretary

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

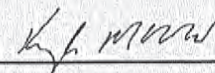
GRANITE RE, INC.
Certificate

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)



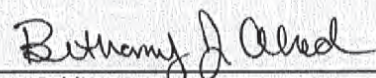

Kenneth D. Whittington, President


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

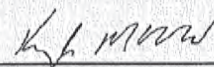
GRANITE RE, INC.
Certificate

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 Waibel	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 Waibel	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					



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PROJECT

NICOLLET COUNTY COUNTY DITCH No. 77

LAFAYETTE TWP. MINNESOTA

REVISIONS	
DATE	DESCRIPTION

PROJECT NO.	18-18089
DESIGNED BY	ILS GROUP
DRAWN BY	ILS GROUP
CHECKED BY	ILS GROUP
REVIEWED BY	ILS GROUP
ORIGINAL ISSUE DATE	10/18/2020
CLIENT PROJECT NO.	

TITLE

DAMAGES MAP

SHEET

1

OF 4



PLAN LEGEND

---	INSTALLED LATERAL 2 TILE
---	AWARDED LATERAL 2 TILE
---	EXISTING COUNTY TILE
---	INSTALLED PRIVATE TILE
---	EXISTING PRIVATE TILE
---	EXISTING OPEN DITCH

---	PERMANENT DAMAGES
---	CONSTRUCTION DAMAGES

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PROJECT

NICOLLET COUNTY
COUNTY DITCH No. 77

LAFAYETTE TWP. MINNESOTA

REVISION SCHEDULE	
DATE	DESCRIPTION

PROJECT NO.	18-18089
DATE OF MAP	10/18/2020
DESIGNED BY	DAW
DESIGNED BY	AND
REVIEWED BY	CUB
ORIGINAL ISSUE DATE	10/18/2020
CLIENT PROJECT NO.	

TITLE

DAMAGES MAP



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PROJECT

NICOLLET COUNTY
COUNTY DITCH No. 77

LAFAYETTE TWP. MINNESOTA

REVISION SCHEDULE	
DATE	DESCRIPTION

PROJECT NO.	18-18089
DESIGNED BY	ILS GROUP
DESIGNED BY	DAW
DESIGNED BY	AND
REVIEWED BY	CUB
ORIGINAL ISSUE DATE	10/18/2020
CLIENT PROJECT NO.	

TITLE

DAMAGES MAP

SHEET

4

OF 4





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PROJECT

**NICOLET COUNTY
COUNTY DITCH No. 77**

LAFAYETTE TWP. MINNESOTA

REVISION SCHEDULE	
DATE	DESCRIPTION

PROJECT NO.	18-18089
DATE OF MAP	10/18/2020
DRAWN BY	DWA
DESIGNED BY	JND
REVIEWED BY	CUB
ORIGINAL ISSUE DATE	10/18/2020
CLIENT PROJECT NO.	

TITLE

DAMAGES MAP

SHEET

3

OF 4

Appendix D: Abandonment Maps



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PROJECT

NICOLLET COUNTY
COUNTY DITCH No. 77

LAFAYETTE TWP. MINNESOTA

REVISION SCHEDULE	
DATE	DESCRIPTION

PROJECT NO.	18-18089
DATE OF MAP	10/18/2020
DESIGNED BY	DAW
DESIGNED BY AND	
REVIEWED BY	CUB
ORIGINAL ISSUE DATE	10/18/2020
CLIENT PROJECT NO.	

TITLE

ABANDONMENT MAP

SHEET

1

OF 1



PLAN LEGEND

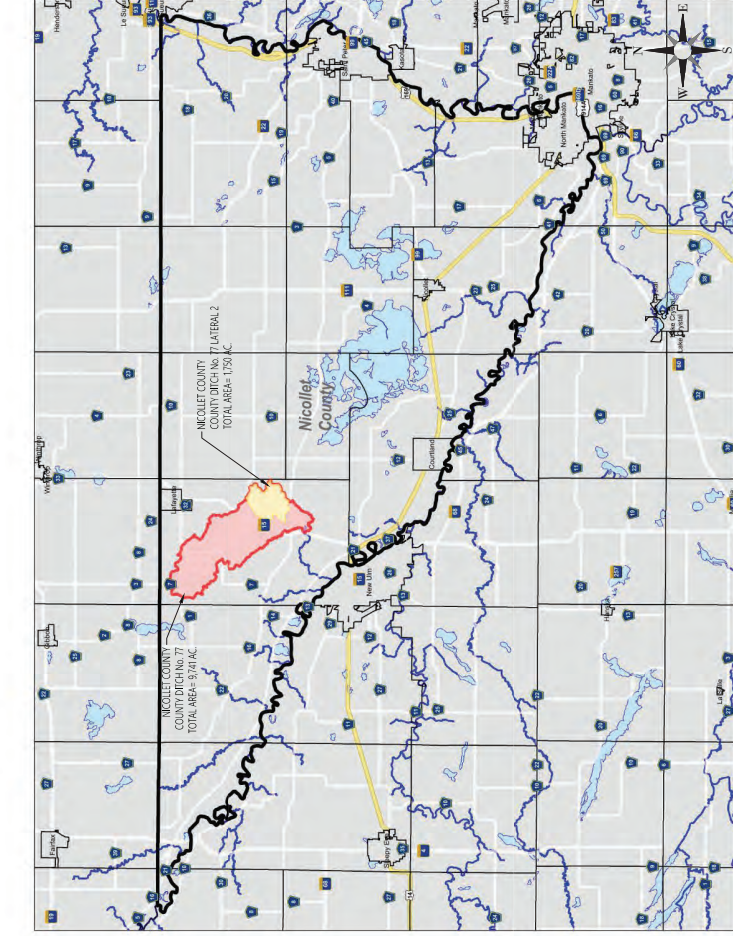
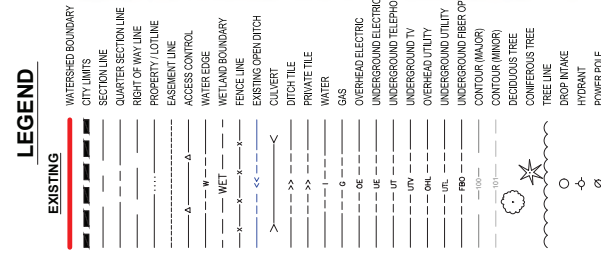
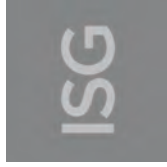
- INSTALLED LATERAL 2 TILE
- ABANDONED LATERAL 2 TILE
- EXISTING COUNTY TILE
- INSTALLED PRIVATE TILE HEADER
- EXISTING PRIVATE TILE
- EXISTING OPEN DITCH

Appendix E: As-built Plans

NICOLLET COUNTY

FINAL AS-BUILT PLANS

ISG PROJECT # 16-19089



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@JSGHmc.com

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@JSGHmc.com

SPECIFICATIONS REFERENCE

SPECIFICATIONS REFERENCE

ALL CONSTRUCTION SHALL COMPLY WITH THE COUNTY OF NICOLLET REQUIREMENTS AND MCDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2018 EDITION, AND THE STANDARD SPECIFICATIONS FOR SANITARY SEWER, STORM DRAIN AND WATERMAIN AS PROPOSED BY THE CITY ENGINEER ASSOCIATION OF MINNESOTA 2013, UNLESS DIRECTED OTHERWISE.

PROJECT DATUM

HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83). 1986 ADJUSTMENT SYSTEM OF THE MISSOURI RIVER AND MISSOURI COUNTY COORDINATE SYSTEM OF 1986 (1986 MRCOCS) IS USED FOR ALL HORIZONTAL COORDINATES IN THIS SURVEY.

ELEVATIONS HAVE BEEN REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

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
ALONG TRUNK HWY 15 FROM JUNCTION
TRUNK HWY 45 AND CR 5 IN KLOSSNER

TOPOGRAPHIC SURVEY

THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED IN JANUARY OF 2018 BY ISG.

TITLE

SHEET

1

OF 14

OF 14

GIS 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 NOT BE LIMITED TO, THE SPECIFICATIONS, DRAWINGS AND SCHEDULES, AND TO ANY (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL PIPING, ELECTRICAL AND MECHANICAL, AND ALL CLIMATE AND AIR CONDITIONING, TO BE PROVIDED BY THE ARCHITECT/ENGINEER.
2. CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS AND SUPPLIERS TO COMPLETE THE WORK, AND TO ACHIEVE THE FULL, EXHASTIVE AND COMPLETE COORDINATION OF ALL WORK.
3. WRITTEN DIMENSIONS ARE PRECEDENCE OVER ANY OTHER DIMENSIONS, AND ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK, SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER.
4. FIELD VERIFICATION OF ALL EXISTING CONDITIONS AND DIMENSIONS SHALL BE THE RESPONSIBILITY OF THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
5. DIMENSIONS OF ALL CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK, SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER.
6. THE CONTRACTOR TO CONTACT "OWNER STAFF" (AS LISTED IN THE SPECIFICATIONS) AT LEAST 10 BUSINESS DAYS PRIOR TO ANY DISCUSSION, "CONSTRUCTION" (1-800-252-1199).

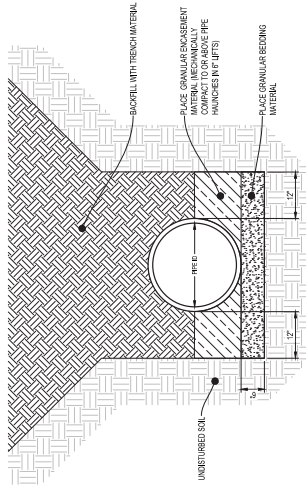
TITLE

SHEET

1

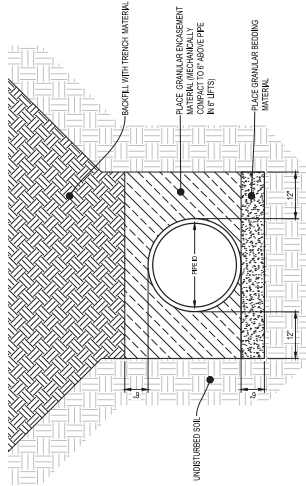
OF 14

OF 14



NOTE:
GRANULAR BEDDING, GRANULAR ENCASMENT, AND BACKFILL SHALL BE INCIDENTAL TO CONSTRUCTION.
NEEDED AND APPROVED BY ENGINEER.

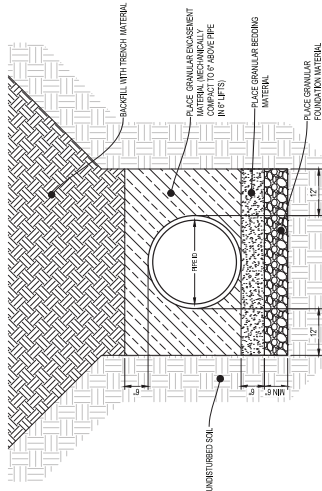
**RCP FLAT BOTTOM
TRENCH BEDDING**
NTS
AG100



NOTE:
GRANULAR BEDDING, GRANULAR ENCASMENT, AND BACKFILL SHALL BE INCIDENTAL TO CONSTRUCTION.
NEEDED AND APPROVED BY ENGINEER.

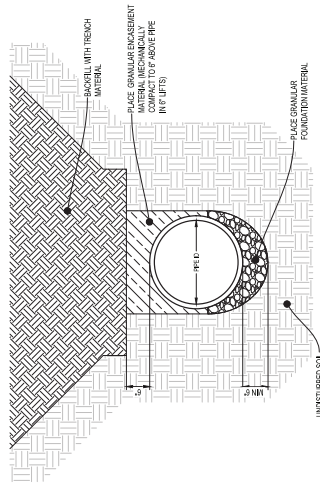
**HDPE FLAT BOTTOM
TRENCH BEDDING**
NTS
AG105

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



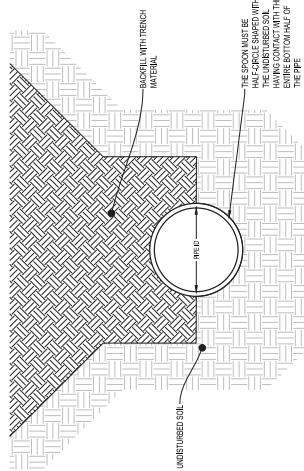
NOTES:
GRANULAR BEDDING, GRANULAR ENCASMENT, AND BACKFILL SHALL BE INCIDENTAL TO CONSTRUCTION.
GRANULAR FOUNDATION BELOW THE PIPE SHALL BE 4 CUBIC YARD ONLY WHERE NEEDED AND APPROVED BY ENGINEER.

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



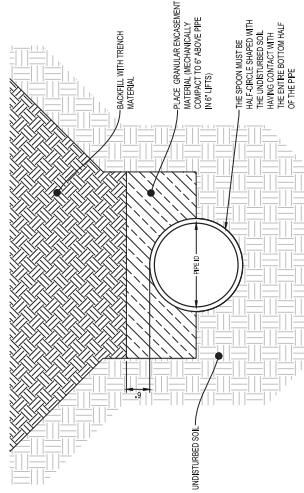
NOTES:
BACKFILL SHALL BE INCIDENTAL TO CONSTRUCTION.
SPOON BEDDING SHALL BE 4 CUBIC YARD ONLY WHERE NEEDED AND APPROVED BY ENGINEER.

**SPOON TRENCH
WITH GRANULAR FOUNDATION**
NTS
AG115



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

**RCP SPOON
TRENCH BEDDING**
NTS
AG120



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

**HDPE SPOON
TRENCH BEDDING**
NTS
AG125

NOTE:
THE CLARITY OF THESE PLANS DEPENDS ON THE CLARITY OF THE ORIGINAL PLANS. THESE PLANS ARE NOT APPEAR IN COLOR. THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

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DATE: 10/4/2022
LC NO.: 43359
CHARLES J. BRANDEL
10/4/2022

PROJECT

**NICOLLET COUNTY
COUNTY DITCH No. 77**

LAFAYETTE TWP MINNESOTA

REVISION SCHEDULE

DATE DESCRIPTION BY

AS-BUILT 10/4/22

PROJECT NO. 16-10089
DRAWN BY JAS
DESIGNED BY JAS
REVIEWED BY CUB
ORIGINAL ISSUE DATE 12/18/2020
CLIENT PROJECT NO.

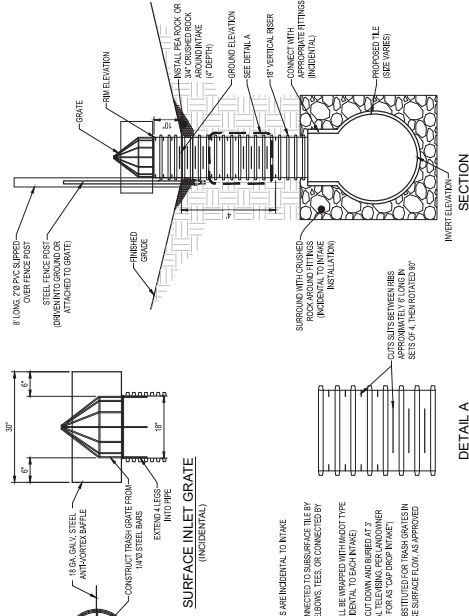
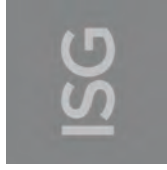
TITLE

DETAILS

3

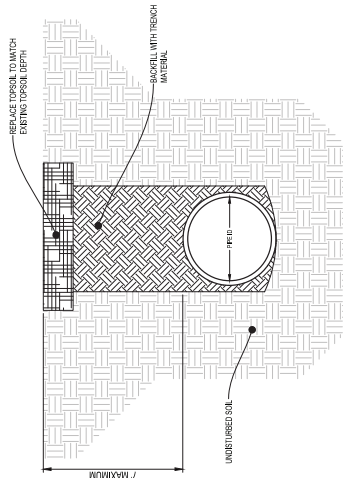
SHEET

OF 14



ALL APPROPRIATE FITTINGS ARE INCIDENTAL TO INTAKE CONSTRUCTION.
ALL INTAKES SHALL BE CONNECTED TO SURFACE TILE IN MEANS OF APPROPRIATE ELBOWS, TEES, OR CONNECTED BY APPROPRIATE FITTINGS.
ALL VERTICAL RISERS SHALL BE WRAPPED WITH RADOT TYPE 1 GEOTEXTILE FABRIC INCIDENTAL TO EACH INTAKE
VERTICAL RISERS MAY BE CUT DOWN AND BURIED AT 3' BELOW GRADE AFTER PAIL, TELESPIN, PER ANKUMBER REQUEST. (SHALL BE PAID FOR AS CAP DROP INTAKE)
INTAKE CAPS SHALL BE SUBSTITUTED FOR TRASH GRATES IN AREAS THAT WILL NOT TAKE SURFACE FLOW, AS APPROVED BY THE ENGINEER.

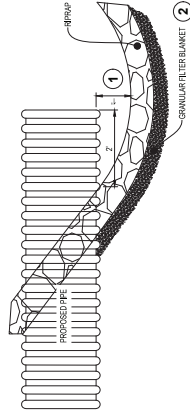
NTS	AG320
DROP INTAKE	



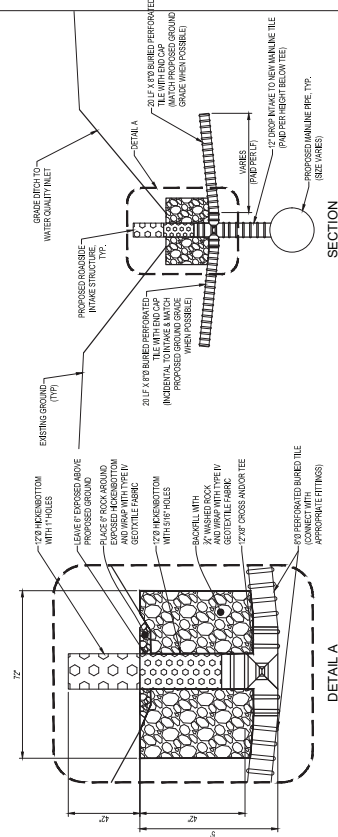
MAXIMUM COVER ON TRENCHED TILE SHALL BE 7 FEET
GRANULAR FOUNDATION MATERIAL SHALL BE USED IN THE PRESENCE OF
UNSATURABLE SOILS
TRENCH MATERIAL SHALL BE COMPACTED IN 2' LIFTS
TOPSOIL MUST BE SEPARATED FROM TRENCH MATERIAL
STRIPPING AND REPLACEMENT OF TOPSOIL TO MATCH EXISTING CONDITIONS IS
INCIDENTAL TO THE INSTALLATION

SHALLOW TILE
TRENCH BEDDING

DIMENSIONS	
PIPE DIA	RIPRAP
12" TO 18"	4 CY CLASS III
21" TO 27"	8 CY CLASS III
30" TO 36"	12 CY CLASS II
42" TO 48"	16 CY CLASS II
54" & U	20 CY CLASS IV



- ① 1" MIN. ABOVE RIPRAP. FOR PIPES GREATER THAN OR EQUAL TO 30" USE 1/2" - 2."
- ② THE CONTRACTOR AS AN OPTION MAY SUBSTITUTE A GEOTEXTILE FABRIC, SPEC. 3001, FOR THE GRANULAR FILTER BLANKET. THE FABRIC SHOULD EXTEND BEYOND THE RIPRAP BY 2' IN ALL DIRECTIONS.



NOTES:

FULLY ENCASE WATER QUALITY LATERALS WITH COURSE RIVER AGGREGATE

WATER QUALITY INLETS ARE TO BE PAID AS EACH CONNECTION TO THE 24" DROP INFAKE SHALL BE PAID FOR BY LINEAR FOOT OF HORIZONTAL DISTANCE.

INNER WATER QUALITY INLETS ARE TO BE PAID AS EACH CONNECTION TO THE MAINLINE PIPE SHALL BE PAID FOR BY FOOTAGE FROM BOTTOM OF CROSS OR TEE TO MAINLINE CONNECTION.

WATER QUALITY INLET MAY BE CONNECTED DIRECTLY TO MAINLINE PIPE WHERE SPECIFIED.

NTS	AG620
RIPRAP AT TILE OUTLET	

NTS	AG300
INLINE WATER QUALITY INLET	

DETAILS

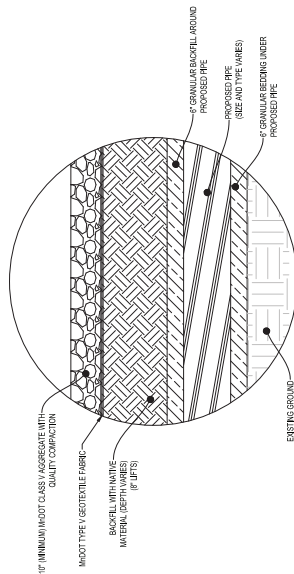


Diagram illustrating a cross-section of a road structure. The diagram shows a road surface with a grass shoulder on the left. The width of the grass shoulder is labeled "GRASS SHOULDER (GRADE VARIES)". The width of the road surface is labeled "VARIES". A circular inset labeled "DETAIL A" shows a cross-section of the road surface, indicating different layers or materials. The width of the road surface is also labeled "VARIES".

NOTES:

1. SALVAGE & REPLACE EXISTING CROSSING SURFACE MATERIAL. ADDITIONAL CLASS III AGGREGATE MAY BE NEEDED TO MEET MINIMUM 10" DEPTH.

2. SEE DISTURBED GRASS SHOULDER WITH INDOT 25-42T WITH INDOT CATEGORY 3 EROSION CONTROL BLANKET.

3. CONTRACTOR IS RESPONSIBLE TO MAINTAIN THE DISTURBED ROADS UNTIL THE PROJECT IS COMPLETED OR ROAD AUTHORITY HAS RESUMED CONTROL. WHENEVER IT IS SOONER.

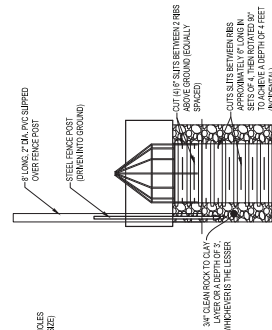
STANDARD RISER WITH SQUARE HOLES (SEE SCHEDULE FOR SIZE)

APPROVED CONNECTING PLATE (ON APPROVED EQUAL) (SEE TABLES) (BOLTS AND NUTS) (SEE TABLES)

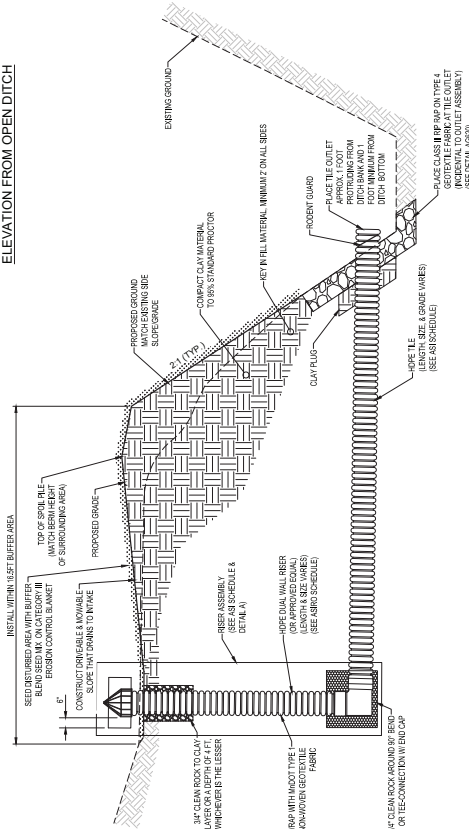
CUTS SLITS BETWEEN RISERS APPROXIMATELY 6" LONG IN APPROXIMATELY 1/4" OF 90° TO ACCOMMODATE A RISE OF 4 FEET (MINIMUM)

STANDARD STRINGER

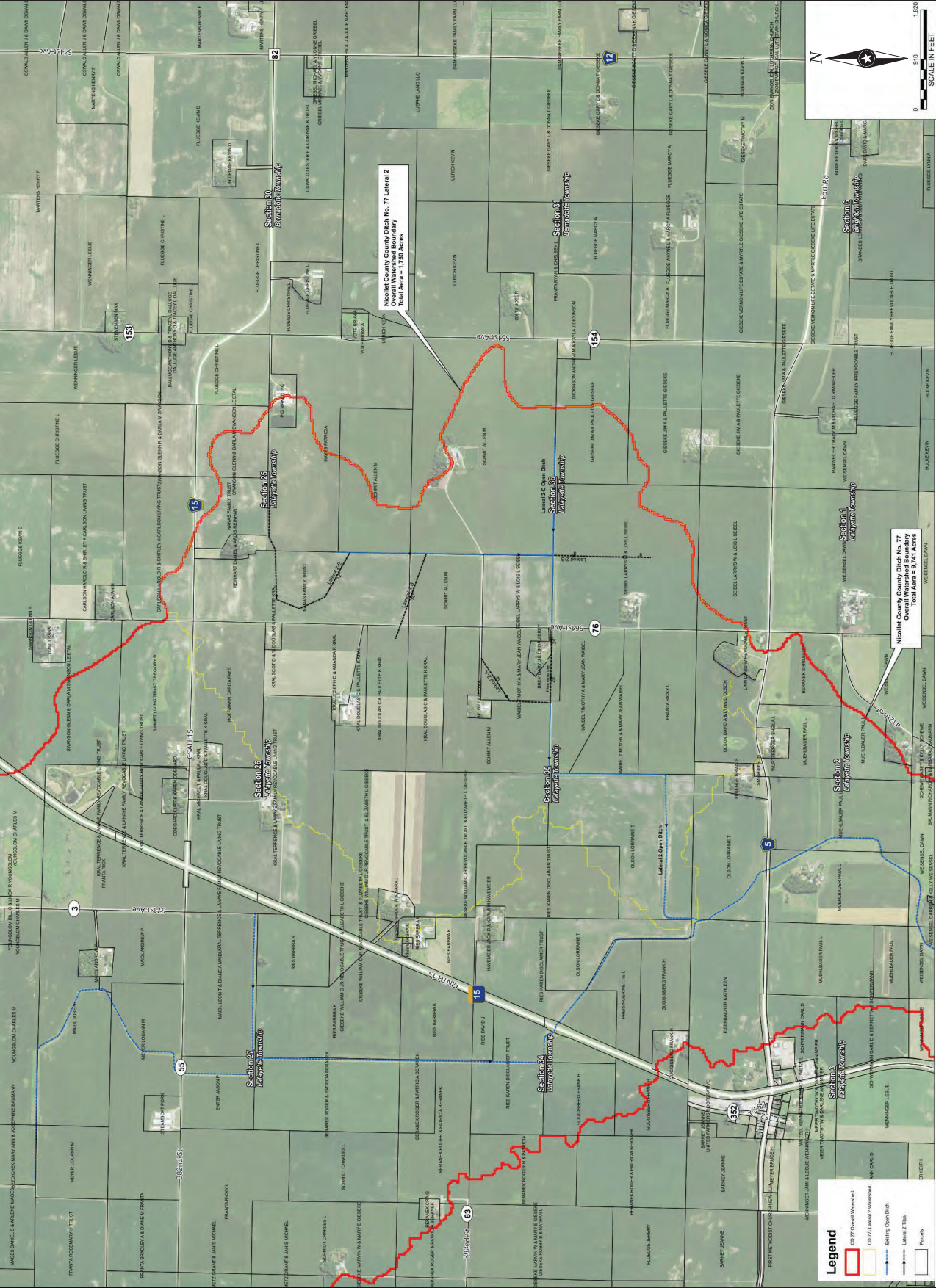
NOTES:

[illegible]

ELEVATION FROM OPEN DITCH (BASE OF THE PILE)



NTS
ALTERNATIVE SIDE INLET (ASI)
AG340



CHARLES J. BRANDEL
Charles J. Brandel
DATE 10/4/2022 LIC. NO. 43359

[illegible]

PROJECT NO.	16-19089
CHD FILE NAME	10009-WATERSHED
DRAWN BY	JAG
DESIGNED BY	JMD
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	12/18/2000
CLIENT PROJECT NO.	

7 OF 14



NOTE:
THE CLARITY OF THESE PLANS DEPENDS
ON THE CLARITY OF THE DATA. THESE PLANS
NOT APPEAR IN COLOR. THIS IS NOT AN
ORIGINAL PLAN SET AND MAY RESULT IN
MISINTERPRETATION.

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

CHARLES J. BRANDL
DATE: 10/4/2022 LC No. 43359

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PROJECT

NICOLLET COUNTY
COUNTY DITCH
No. 77

LAFAYETTE TWP MINNESOTA

DATE	REVISION	SCHEDULE	BY
		DESCRIPTION	

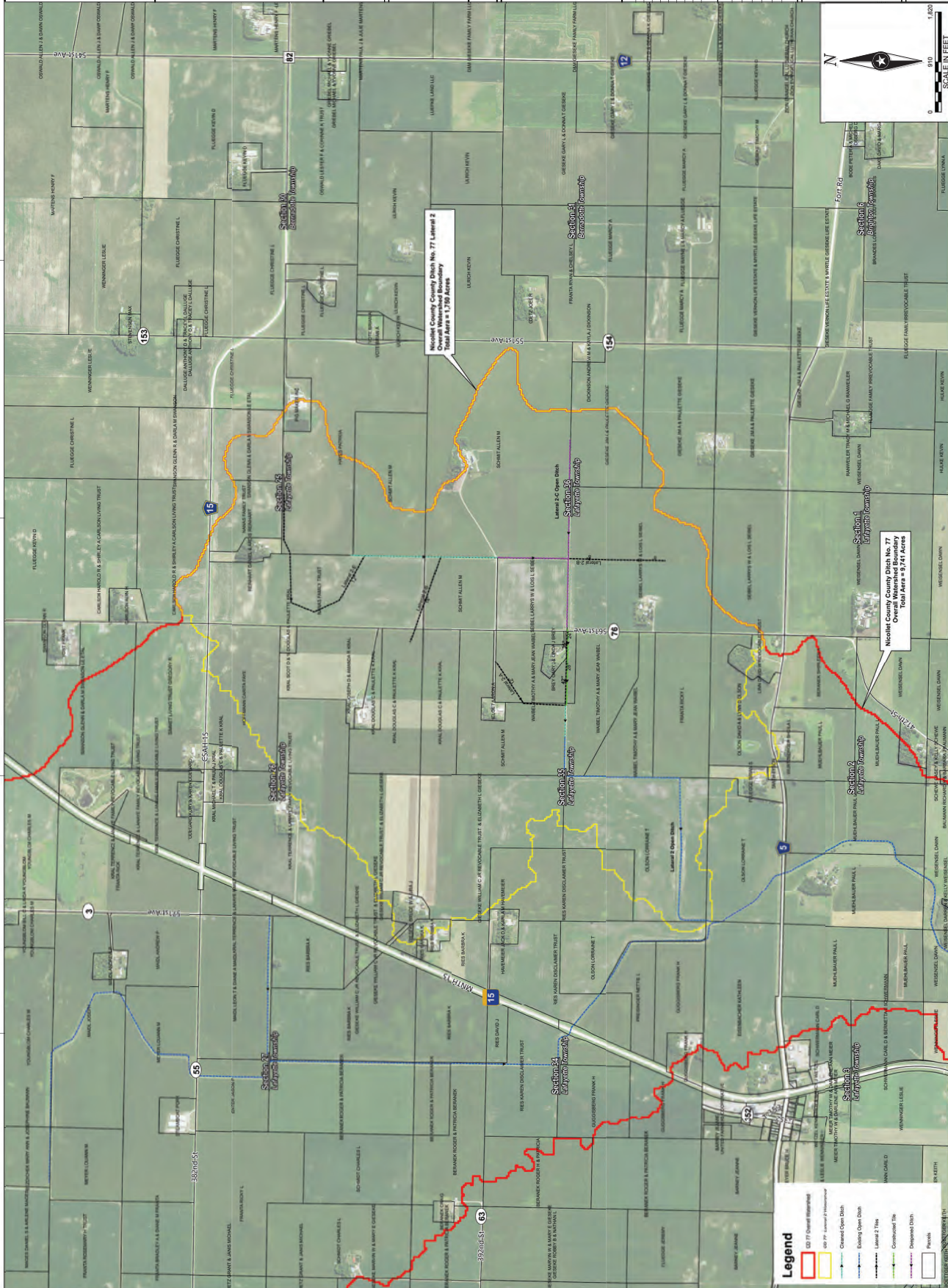
AS-BUILT 10/4/22

PROJECT NO. 16-19089
DRAWN BY JAG
DESIGNED BY JAG
REVIEWED BY CJB
ORIGINAL ISSUE DATE 12/18/2020
CLIENT PROJECT NO.

TITLE

OVERALL
CONSTRUCTED
WATERSHED

SHEET 8 OF 14



Legend

- AS-BUILT Ditch Segment
- AS-BUILT Easement
- County Open Ditch
- County Closed Ditch
- Layer 1
- Layer 2
- Layer 3
- Designated Ditch
- Parcel



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

DATE 10/47/2022 UC NO. 45359

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**NICOLLET COUNTY
COUNTY DITCH
No. 77**

LAFAYETTE IWP

MINNESOTA

[illegible]

PROJECT NO.	16-19089
DATE OF ESTIMATE	4/20/2016

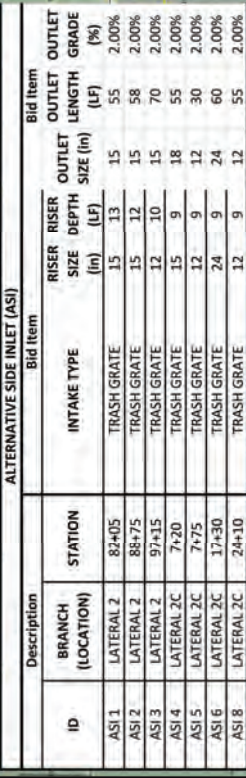
DESIGNED BY	JMD
REVIEWED BY	CJB

CLIENT PROJECT NO. _____

ASI MAP

OF 14

OF 14



ALTERNATIVE SIDE INLET (ASI)								
Description			Bid Item			Bid Item		
ID	BRANCH (LOCATION)	STATION	INTAKE TYPE	RISER SIZE (in)	RISER DEPTH (ft)	OUTLET SIZE (in)	OUTLET LENGTH (ft)	OUTLET GRADE (%)
ASI 1	LATERAL 2	81+05	TRASH GRATE	15	13	15	55	2.00%
ASI 2	LATERAL 2	88+75	TRASH GRATE	15	12	15	58	2.00%
ASI 3	LATERAL 2	97+15	TRASH GRATE	12	10	15	70	2.00%
ASI 4	LATERAL 2C	71+20	TRASH GRATE	15	9	18	55	2.00%
ASI 5	LATERAL 2C	71+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%

Nicollet County County Ditch No. 77
Overall Watershed Boundary
Total Area = 9,741 Acres

CD 77 Overall Watershed
CD 79: Lateral 2 Watershed

598

Sealed Open D

Existing Open Data

total 2 Tiles

Constructed Tile

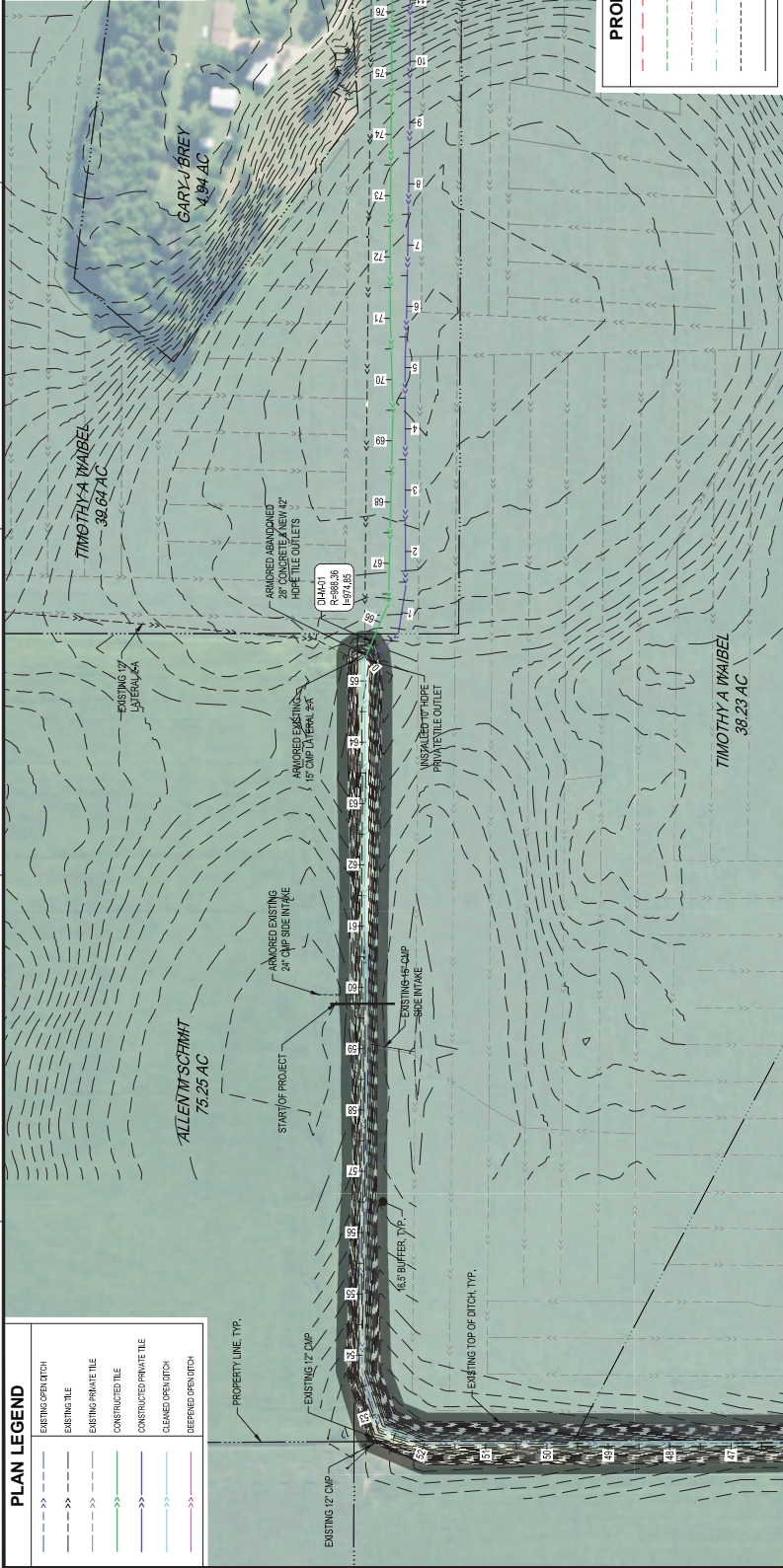
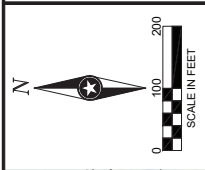
Source: *Author's calculations*.

Using powdered milk

Results

1

1



PLAN LEGEND	
---	EXISTING OPEN DITCH
---	EXISTING TILE
---	EXISTING PRIVATE TILE
---	CONSTRUCTED TILE
---	CLEANED OPEN DITCH
---	DEFERRED OPEN DITCH

PROFILE LEGEND	
---	TOP OF DITCH (RIGHT)
---	TOP OF DITCH (LEFT)
---	TOE OF DITCH (RIGHT)
---	TOE OF DITCH (LEFT)
---	EXISTING DITCH GRADE
---	LEGAL DITCH GRADE

PROJECT NO. 16-10039
DRAWN BY JAS
DESIGNED BY JAS
REVIEWED BY CUB
ORIGINAL ISSUE DATE 12/18/2020
CLIENT PROJECT NO.

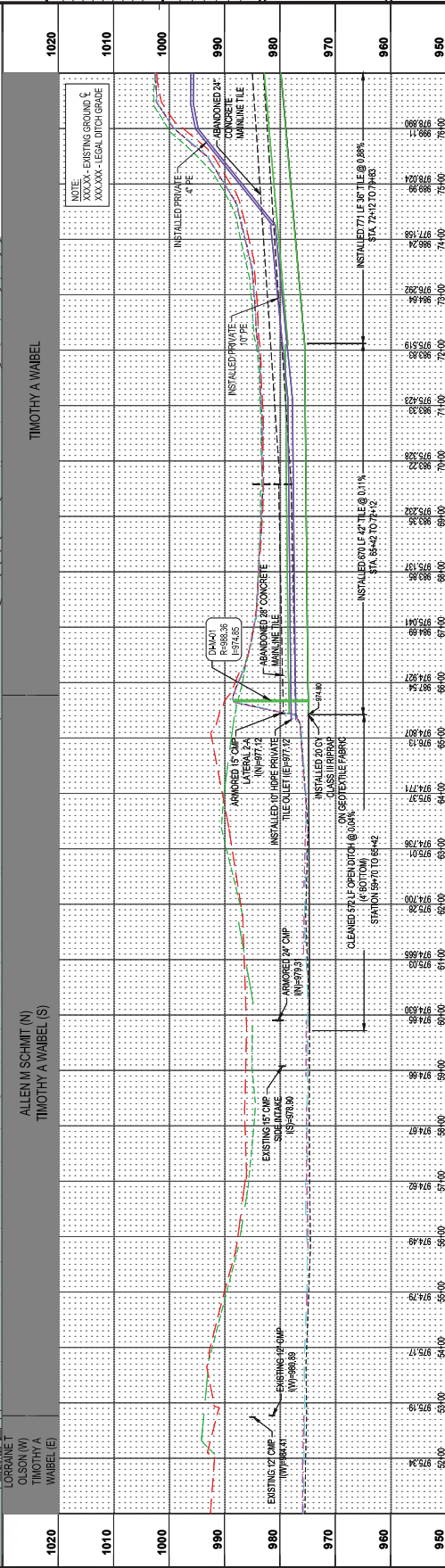
DATE 10/12/2022
L.C. NO. 43359
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PROJECT
NICOLLET COUNTY
COUNTY DITCH
No. 77
LAFAYETTE TWP MINNESOTA

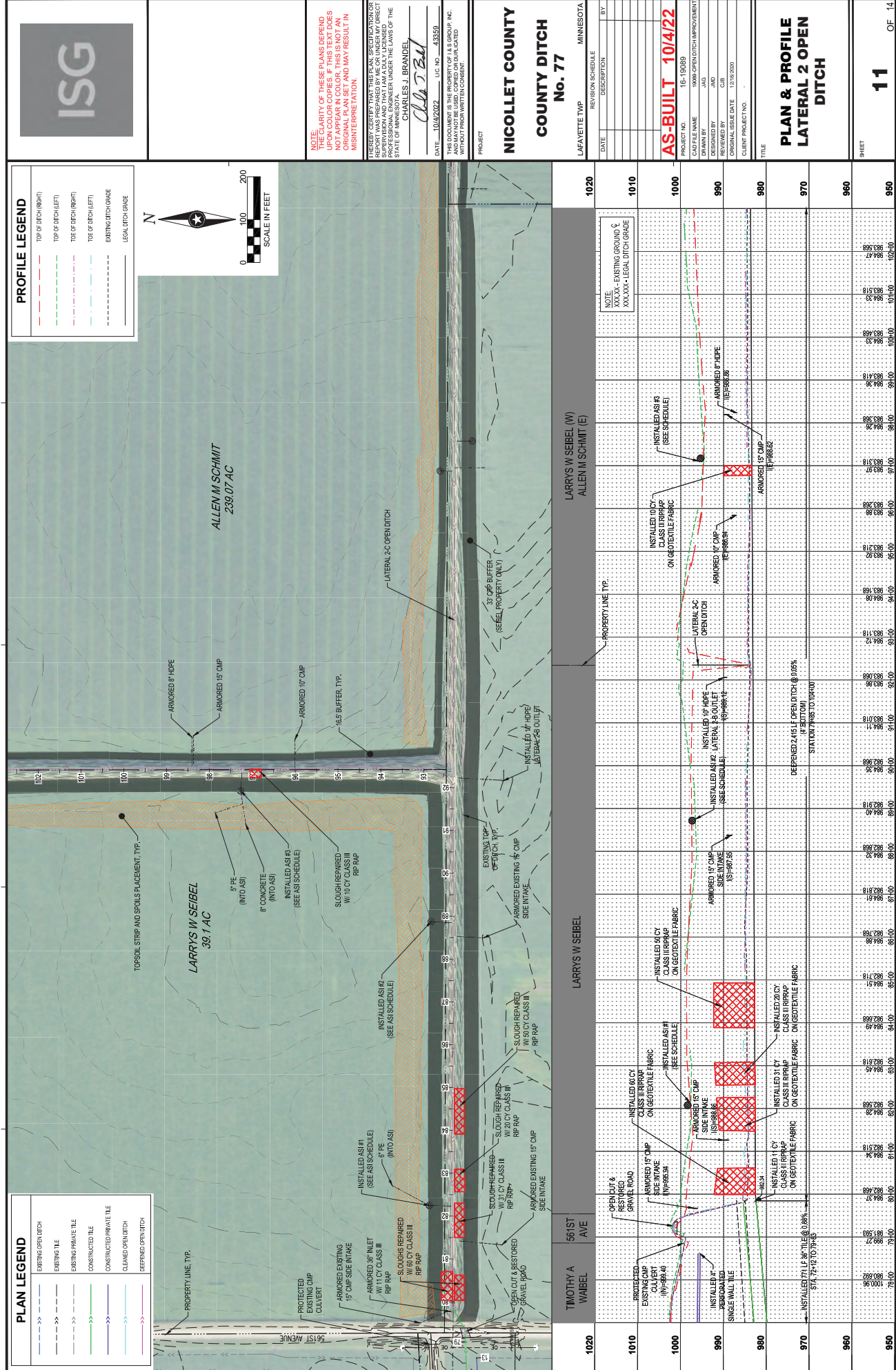
REVISIONS
DATE DESCRIPTION BY

AS-BUILT 10/4/22

PLAN & PROFILE
LATERAL 2 OPEN
DITCH

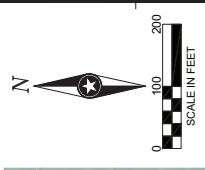
SHEET 10 OF 14





PROFILE LEGEND

---	TOP OF DITCH (RIGHT)
---	TOP OF DITCH (LEFT)
---	TOE OF DITCH (RIGHT)
---	TOE OF DITCH (LEFT)
---	EXISTING DITCH (GRADE)
---	LEGAL DITCH (GRADE)



NOTE:
THE CLARITY OF THESE PLANS DEPENDS ON THE CLARITY OF THE FIELD DATA. THESE PLANS ARE NOT APPEAR IN COLOR. THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

THIS REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
CHARLES J. BRANDEN
DATE: 10/02/2022 UIC No. 43359
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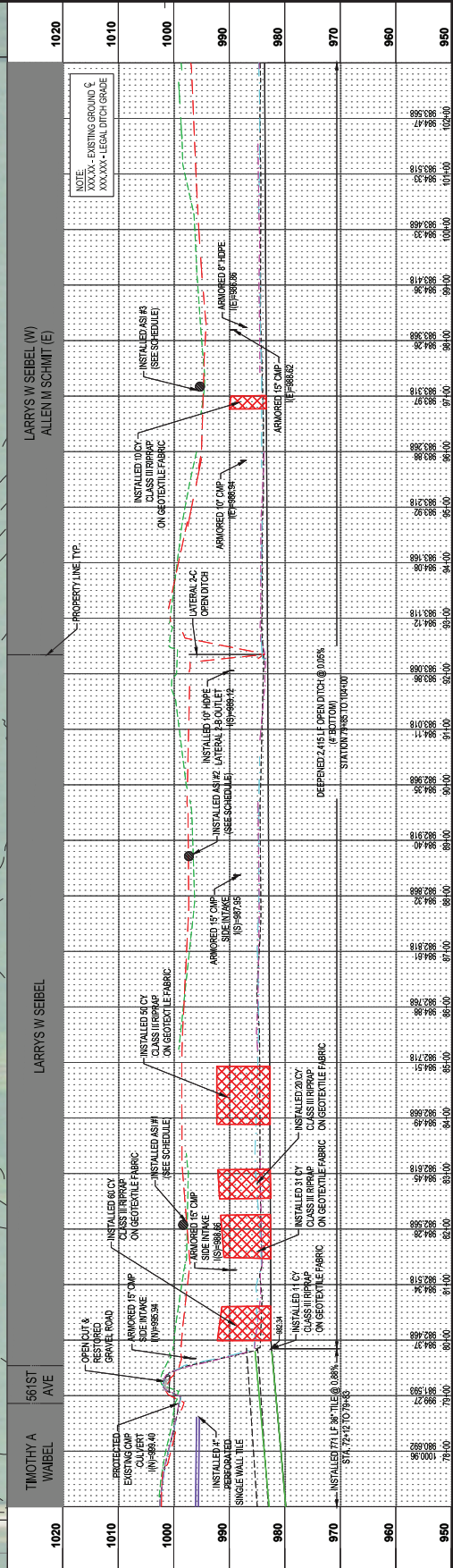
NICOLLET COUNTY
COUNTY DITCH
No. 77
LAFAYETTE TWP MINNESOTA

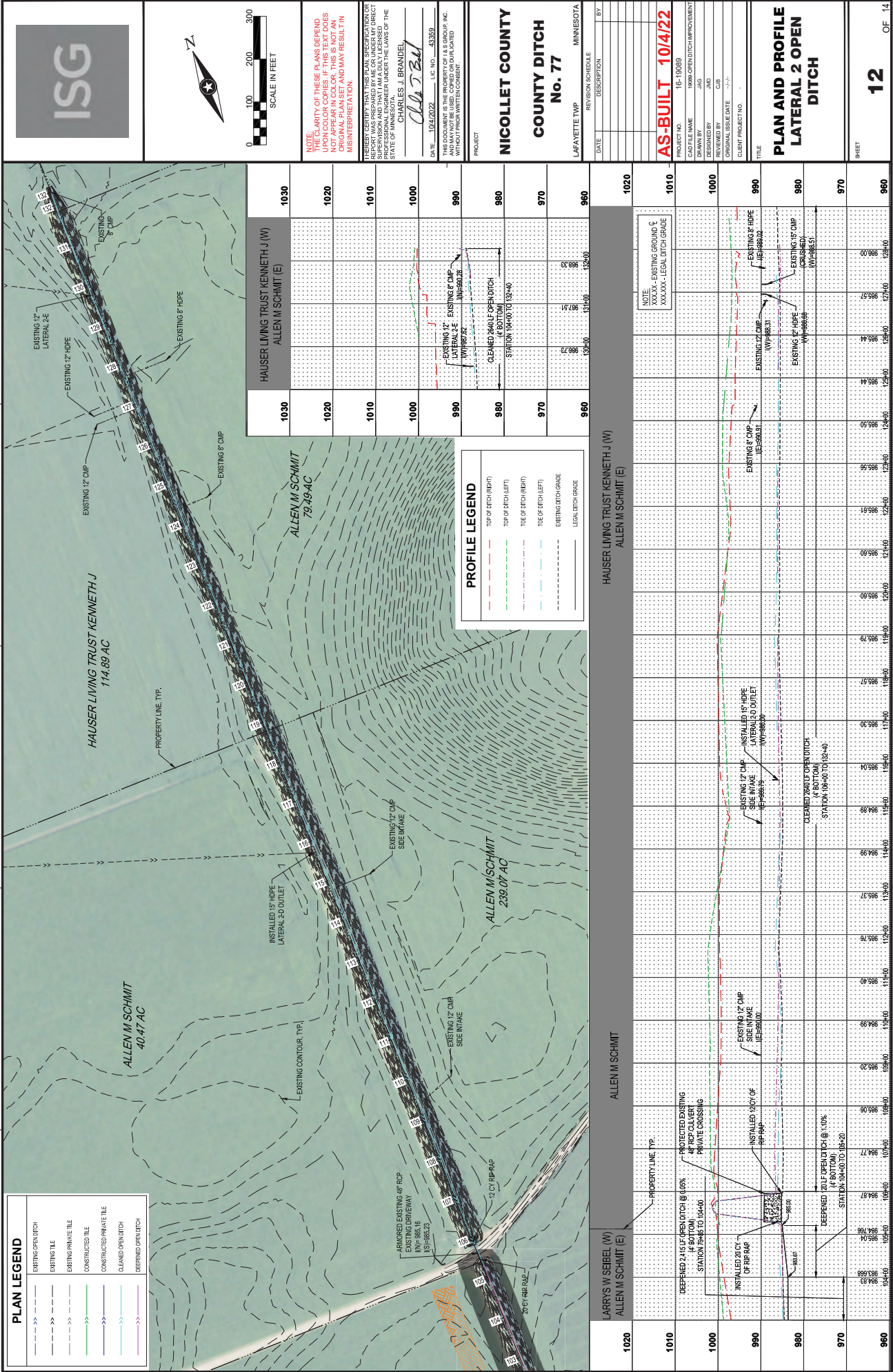
DATE	REVISION	DESCRIPTION	BY

AS-BUILT 10/4/22
PROJECT NO. 16-10039
CONTRACT NAME 16-10039 OPEN DITCH IMPROVEMENT
DRAWN BY JAS
CHECKED BY JAS
DESIGNED BY JAS
ORIGINAL ISSUE DATE 12/18/2020
CLIENT PROJECT NO.

PLAN & PROFILE
LATERAL 2 OPEN
DITCH

SHEET **11** OF 14





PLAN LEGEND	
---	EXISTING OPEN DITCH
---	EXISTING TILE
---	EXISTING PRIVATE TILE
---	CONSTRUCTED PRIVATE TILE
---	CLEANED OPEN DITCH
---	DEEPENED OPEN DITCH

PROFILE LEGEND	
---	TOP OF DITCH (RIGHT)
---	TOP OF DITCH (LEFT)
---	TOP OF DITCH (RIGHT)
---	TOP OF DITCH (LEFT)
---	EXISTING DITCH GRADE
---	LEGAL DITCH GRADE

HAUSER LIVING TRUST KENNETH J (W)		ALLEN M SCHMIT (E)	
1020		1020	
1010		1010	
1000		1000	
990		990	
980		980	
970		970	
960		960	

NOTE:
THE CLARITY OF THESE PLANS DEPENDS ON THE CLARITY OF THE FIELD DATA. THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT THE SIGNATURE OF THE PROFESSIONAL ENGINEER. THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT THE SIGNATURE OF THE PROFESSIONAL ENGINEER.

DATE: 10/10/2022 L.C. NO. 43359
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PROJECT: **NICOLLET COUNTY**
COUNTY DITCH
No. 77

CLIENT PROJECT NO. **MINNESOTA**

REVISION SCHEDULE

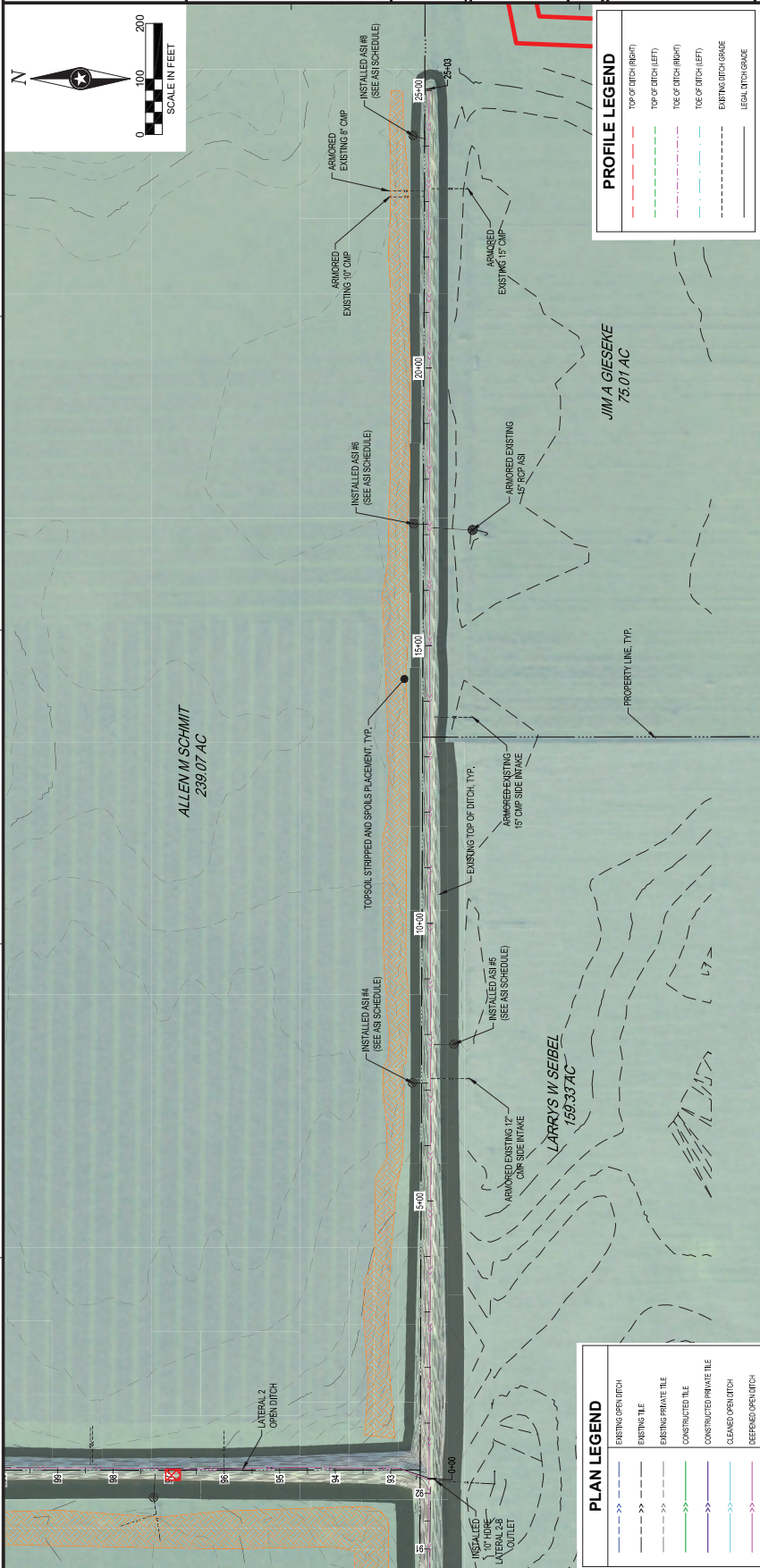
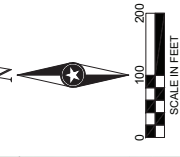
DATE	DESCRIPTION	BY

AS-BUILT 10/4/22

PROJECT NO.	16-10039
CONTRACT NAME	OPEN DITCH IMPROVEMENT
DRAWN BY	JAS
DESIGNED BY	JAS
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	7-7-22
CLIENT PROJECT NO.	

PLAN AND PROFILE
LATERAL 2 OPEN
DITCH

SHEET **12** OF 14



PLAN LEGEND	
	EXISTING OPEN DITCH
	EXISTING TILE
	EXISTING PRIVATE TILE
	CONSTRUCTED TILE
	CONSTRUCTED PRIVATE TILE
	CLEARED OPEN DITCH
	DEEPENED OPEN DITCH

PROFILE LEGEND	
	TOP OF DITCH (RIGHT)
	TOP OF DITCH (LEFT)
	TOP OF DITCH (RIGHT)
	TOP OF DITCH (LEFT)
	EXISTING DITCH GRADE
	LEGAL DITCH GRADE

ALLEN W SCHMITT (N) LARRY S W SEBEL(S)		ALLEN W SCHMITT (N) JIM A GESEKE(S)	
1010			
1000			
990			
980			
970			
960			
950			

REVISION	SCHEDULE
DATE	DESCRIPTION

AS-BUILT 10/4/22

PROJECT NO. 161-19089
 C&D FILE NAME 100% OPEN DITCH IMPROVEMENT
 DRAWN BY JAG
 DESIGNED BY AND
 REVIEWED BY CBS
 ORIGINAL ISSUE DATE 12/7/2020
 CLIENT PROJECT NO.

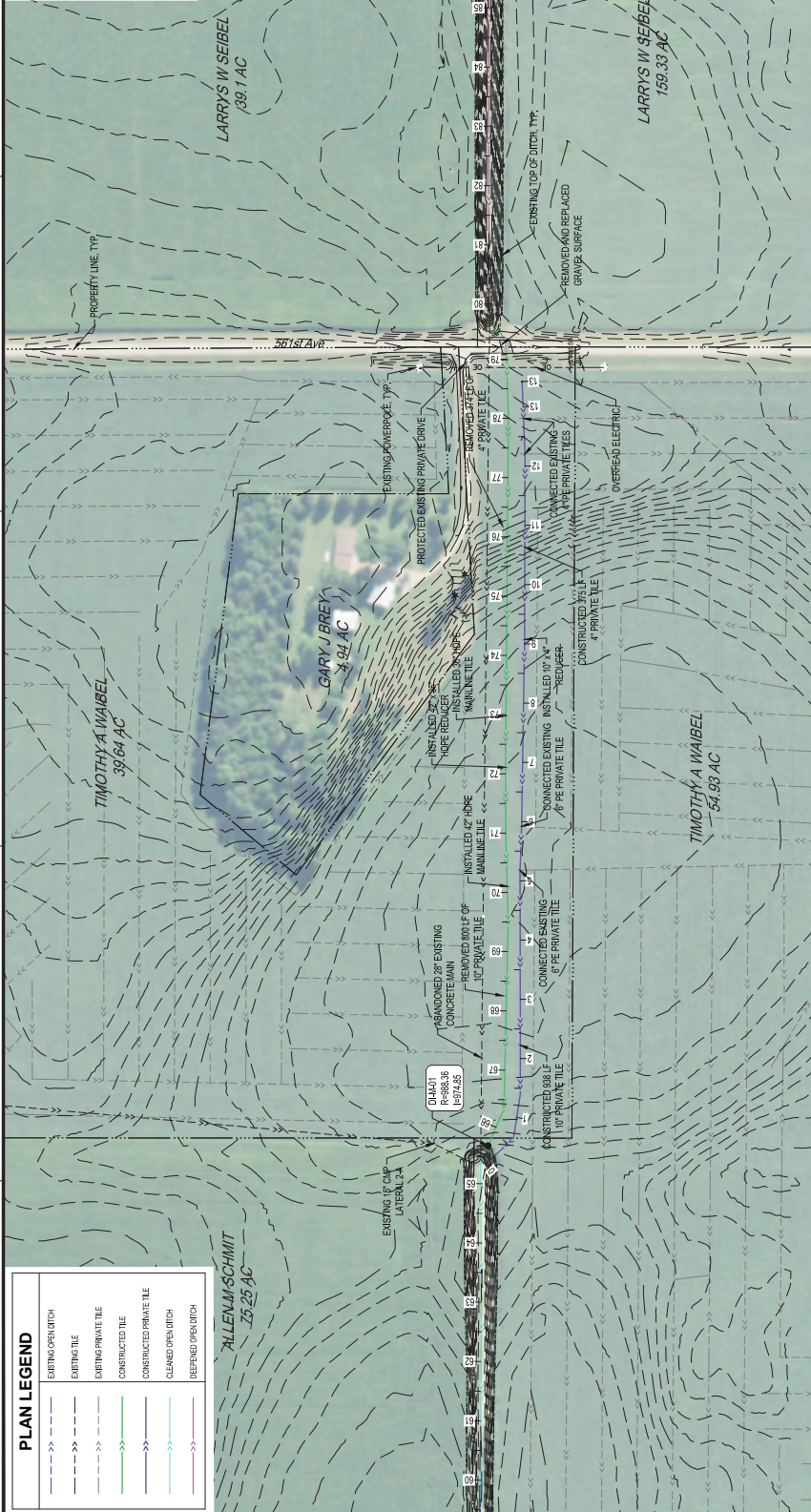
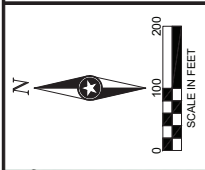
TITLE

PLAN & PROFILE LATERAL 2-C OPEN DITCH

OF 14

SHEET

13

[illegible]

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 begin in January 1, 2024. Unpaid assessments will be assessed to the property tax roles beginning 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