Board of Commissioners Agenda

March 14, 2023

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

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

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

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
   a. February 28, 2023 Board Minutes
   b. Out of State Travel Request: 2023 National WIC Association Annual Education and Training Conference
   c. Out of State Travel Request: GFOA National Conference
   d. Victim/Witness Coordinator Grant Renewal
   e. Approval of Bills
5. Public Appearances

9:05 a.m. 6. Human Resources
   a. Continuous Improvement Award for Most Impactful 2022

9:10 a.m. 7. Property Services
   a. February 27, 2023 Planning & Zoning Advisory Commission Meeting
      - PLN 23-04 Annexstad Dairy Farms, Inc.
   b. LMRW CMWP - Joint Powers Agreement and Plan Adoption Resolution

9:20 a.m. 8. Health and Human Services
   a. South Central Community Based Initiative 2023-2024 Purchase of Service Agreement
   b. Health and Human Services: Implementation of Collaborative Safety Model

9:35 a.m. 9. Public Works
   a. Annual Agricultural Inspector's Report

9:45 a.m. 10. Public Services
   a. Houston Engineering Services Agreement – Records Modernization

9:50 a.m. 11. County Attorney
   a. Proclamation of March as Women's History Month

Mission Statement	Vision Statement	Core Values
Providing efficient services with innovation and accountability.	Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.	Leadership. Integrity. Accountability. Efficiency. Innovation.

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9:55 a.m.
12. County Attorney Update
13. Chair's Report
14. Commissioner Committee Reports
15. Commissioner Meetings & Conferences
16. Approve Per Diems and Expenses
17. Adjourn Board of Commissioners Meeting

10:00 a.m. **Call Drainage Authority Meeting to Order: Chair**
1. Approval of Agenda
2. Approval of Consent Agenda:
   a. February 28, 2023 Drainage Authority Minutes
3. Public Appearances

10:05 a.m.
4. Public Services
   a. Continued CD79 Public Hearing on the Final Acceptance of the Improvement Project

10:25 a.m.
5. County Attorney
   a. County Ditch 86A – Settlement Agreement Regarding Contract Closeout

10:30 a.m.
6. 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 any Nicollet County meeting and requests to participate in any meeting can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or mandy.landkamer@co.nicollet.mn.us.

March
March 20 – Board of Adjustment & Appeals/Planning & Zoning Advisory Commission, 7 p.m.; Nicollet Co. Board Room, St. Peter
March 21 – Individual Dept. Head Meeting (PPSD), 8:15 a.m.; Nicollet County Board Room, St. Peter
March 21 – Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter
March 28 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
March 28 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter

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

March 28 – Le Sueur/Nicollet County Joint Meeting, 11:30 – 1:00 p.m.; Neisen's, St. Peter
March 29-31 – AMC Leadership Summit; Nisswa, MN

April
April 11 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
April 11 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
April 17 – Board of Adjustment & Appeals/Planning & Zoning Advisory Commission, 7 p.m.; Nicollet Co. Board Room, St. Peter
April 18 – Individual Dept. Head Meeting (Community Corrections), 8:15 a.m.; Nicollet County Board Room, St. Peter
April 18 – Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter
April 25 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
April 25 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
April 26 – Tri-County Board Meeting, 8:30 a.m.; Nicollet County Board Room, St. Peter
April 28 – BNCH Board Meeting, 8:15 a.m.; 1900 Franklin St, New Ulm, MN

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Vision Statement

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Core Values

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FEBRUARY 28, 2023
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, February 28, 2023, at 9:00 a.m. Commissioners Jack Kolars, Terry Morrow, Marie Dranttel, Mark Dehen, and Kurt Zins were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

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

Consent Agenda

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

1. February 14, 2023 Board Meeting Minutes;
2. Citizen Appointment to the Extension Committee
3. Out of State Travel Request: Child Maltreatment Conference
4. Out of State Travel Request: NACCHO Conference
5. Renewal of Consumption and Display Permit for Nicollet Conservation Club, Inc.
6. End of Probations
7. Approval of Bills
8. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
   a. General Revenue Fund - $150,912.82
   b. Road & Bridge Fund - $60,543.53
   c. Human Services Fund - $140,667.50

Motion carried with all voting in favor.

Public Appearances:

There were no public appearances.

Administration

Agreement with the Tri-County Solid Waste Board

Administrator Landkamer presented the attached agreement between Nicollet County and the Tri-County Solid Waste Board. The agreement identifies the responsibilities of each party as they relate to Nicollet County housing the Tri-County Solid Waste operations in its facilities. The agreement will run from January 1, 2023 – December 31, 2025, with automatic renewal beginning in 2026.

Motion by Commissioner Zins and seconded by Commissioner Morrow to approve the agreement between Nicollet County and the Tri-County Solid Waste Board. Motion carried with all voting in favor on a roll call vote.

2023 – 2027 Nicollet County Strategic Plan

Administrator Landkamer presented the 2023 – 2027 Nicollet County Strategic Plan. The Plan is amended every year to reflect new goals, amend existing goals, and/or remove completed goals. Additionally, the document serves as both a roadmap and communication tool for Nicollet County Commissioners, staff, and members of the public.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the 2023 – 2027 Nicollet County Strategic Plan. Motion carried with all voting in favor on a roll call vote.

Community Corrections

Appointments to the East Central Regional Juvenile Center Advisory Committee/Anoka County Detention Center

Director Molitor came before the Board to request approval of the appointments to the East Central Regional Juvenile Center Advisory Committee.

Motion by Commissioner Dranttel and seconded by Commissioner Dehen to appoint Commissioner Morrow to the Advisory Committee. Motion carried with all voting in favor.

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the appointments of Director Molitor to the Advisory Board and Brooke Mohr as the agent representative to the subcommittee. Motion carried with all voting in favor.

**At this time, the agenda was amended to allow Human Resources to present the Licensed Union Contract for 2023-2024. The additional time allowed for the Public Hearing of the Capital Improvement Plan to begin at 9:30 a.m.*

Human Resources

Licensed Union Contract for 2023 - 2024

The following portion of the meeting was closed, as allowed by MN open meeting law chapter 13D.03, for the purpose of discussing labor negotiations. Commissioner Zins motioned and Commissioner Dranttel seconded to move into closed session at 9:18 a.m. In attendance for the closed portion of the meeting were Human Resources Director Larson, County Administrator Landkamer, Assistant County Attorney Roxann Klein, and Commissioners Kolars, Dranttel, Morrow, Dehen, and Zins. The meeting was reopened at 9:30.

Motion by Commissioner Dranttel and seconded by Commissioner Dehen to approve the Licensed Union Contract for 2023 – 2024 for licensed peace officers. Motion carried on a roll call vote of 5-0.

Finance

Public Hearing for the 2023 – 2027 Capital Improvement Plan, Resolution and Plan Adoption

At 9:30 a.m., Director McCormick came before the Board to present the 2023-2027 Capital Improvement Plan. Following MN Statute 373.40, Nicollet County held a Public Hearing to review, discuss, and approve the proposed 2023-2027 Capital Improvement Plan for Nicollet County. The plan identifies estimated capital expenditures and funding sources for a five-year period.

Commissioner Kolars opened the Public Hearing. There were no questions or comments and the Public Hearing was closed. Motion by Commissioner Morrow and seconded by

Commissioner Dehen to approve the resolution and adoption of the 2023-2027 Capital Improvement Plan as presented. Motion carried with all voting in favor on a roll call vote.

Public Works

TH 22 Corridor Study Update Presentation

Director Greenwood presented information regarding the TH 22 Corridor Study. Bob Rogers, Project Engineer for Bolton & Menk, was in attendance to present initial study data and improvement alternatives that have been identified. An open house will be held on March 15 to solicit public feedback on the various improvement alternatives for the corridor.

Following the presentation, there was discussion regarding cyclists on the roadway versus the sidewalk, as well as increased traffic and pavement conditions.

Consider Professional Engineering Services for Various Road and Bridge Projects

Director Greenwood came before the Board to request approval of professional services by Stonebrooke Engineering to develop plans and specifications for the three Capital Improvement Projects identified as well as a future turnback project. He provided an overview of estimated fees and details for each project.

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve professional services for the three Continuous Improvement Projects and future turnback project, and to authorize Public Works Director Greenwood to execute work orders with Stonebrooke Engineering. Motion carried with all voting in favor on a roll call vote.

County Attorney

The County Attorney's office has been busy submitting its year-end reports.

Chair's Report

- Board Workshop
- AMC Research and General Assembly
- AMC Transportation Committee
- Traverse de Sioux Personnel
- State Audit
- Personnel Committee meeting

Commissioner Committee Reports:

Commissioner Terry Morrow

- Closed Drainage Meeting
- County Board Workshop
- Family Services Collaborative
- Ditch mediation
- AMC General Government
- MSSA
- SCHCSA
- Planning & Zoning Advisory Committee

Commissioner Marie Dranttel

- County Board Workshop
- Closed Drainage Meeting

Commissioner Mark Dehen

- State Community Health Services Advisory Committee
- Land Use Training

Commissioner Kurt Zins

- County Board Workshop
- Legislative listening session

Approve Per Diems and Expenses

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

Adjourn

Chair Kolars adjourned the meeting at 10:37 a.m.

_____
JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

_____
MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Out of State Travel Request: 2023 National WIC Association Annual Education and Training Conference

Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 03/14/2023
Contact: C. Sassenberg Title: HHS Director	Item Type: (Select One) Consent Agenda
Amount of Time Requested: minutes	
Presenter: Title:	Attachments: ○ Yes ◉ No

County Strategy: (Select One) Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

HHS is requesting authorization for Arlinda Penner, our WIC Coordinator, to attend the 2023 National WIC Association (NWA) Annual Education and Training Conference May 1st-4th, 2023 in San Diego, California. The NWA Conference is a high quality education opportunity for our WIC Coordinator to learn about innovative and new strategies to improve the administration of our WIC program, including practices to increase client engagement to the latest nutrition and breastfeeding evidence. The Coordinator will be able to share learnings with local and regional colleagues. The conference also offers an opportunity for attendees to hear from USDA officials and to dialogue on relevant updates and challenges that the program faces. Post-COVID-19, WIC has seen an incredible number of changes to the administration of the program.

The costs for registration, airfare, hotel, meals, and ground transportation will be covered through WIC grant funds.

Additional information can be found at:
https://www.nwica.org/events/info/2023-annual-education-and-training-conference-exhibits-1659449570

Supporting Documents: ○ Attached ○ In Signature Folder ◉ None

Prior Board Action Taken on this Agenda Item: ○ Yes ◉ No

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

Approved by County Attorney's Office: ○ Yes ○ No ◉ N/A

ACTION REQUESTED:
Approval for out of state travel.

FISCAL IMPACT: Included in current budget (Select One)

If "Other", specify: WIC Grant

FUNDING
County Dollars =

Other (Select One) Estimated $2,016

FTE IMPACT: No FTE change (Select One)

Total:

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Out of State Travel: GFOA National Conference

Primary Originating Division/Dept.: Finance

Contact: Heather McCormick Title: Finance Director

Amount of Time Requested: minutes

Presenter: Title:

Meeting Date: 03/14/2023

Item Type: (Select One) Consent Agenda

Attachments: ○ Yes ◉ No

County Strategy: (Select One) Financial Security - prudent use of taxpayer resources

BACKGROUND/JUSTIFICATION:

Finance Director Heather McCormick, is requesting her accountant Kayla Oldridge attend the GFOA (Government Finance Officials Association) National Conference.
The national conference is the largest gathering of government finance officers across the country. The conference features accredited sessions that address current issues facing government finance officers and communities. The interactive discussions, sessions offered, and networking, would be valuable to the County.
Accredited sessions will cover areas such as accounting and financial reporting, budgeting, capital planning, compensation and benefits, debt, economic development, leadership, process improvement, procurement, risk, technology, and treasury.

This request will be paid for with ARP funds and the total is estimated at $3,000.

Supporting Documents: ○ Attached ○ In Signature Folder ◉ None

Prior Board Action Taken on this Agenda Item: ○ Yes ◉ No

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

Approved by County Attorney's Office: ○ Yes ○ No ◉ N/A

ACTION REQUESTED:
Approval of Out of State Travel

FISCAL IMPACT: Other
(Select One)

If "Other", specify: ARP

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

FUNDING
County Dollars =

Other
(Select One)

Total: $3,000

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:

Victim/Witness Coordinator Grant Renewal

Primary Originating Division/Dept.: County Attorney's Office

Meeting Date: 3/14/2023

Contact: Michelle Zehnder Title: County Attorney

Item Type: (Select One) Consent Agenda

Amount of Time Requested minutes

Presenter: Michelle Zehnder Title: County Attorney

Attachments: ○ Yes ◉ No

County Strategy: (Select One) Financial Security - prudent use of taxpayer resources

BACKGROUND/JUSTIFICATION:

The full-time Victim/Witness Coordinator position is funded through a grant from the Office of Justice Programs, originally obtained in 2017 through a competitive grant application Since the grant was obtained, the Victim/Witness Coordinator position has been maintained through grant renewal applications completed in 2019 and 2021. The current grant cycle ends September 30, 2023. The Request for Proposals for the full-time Victim/Witness Coordinator position was released on February 15, 2023, and the application is due April 12, 2023. This is a competitive grant cycle. This funding, if approved, would cover the time period of October 1, 2023 to September 30, 2024. If successful, the Victim/Witness Coordinator Program may be eligible to apply for annual renewal grants through September 30, 2027, if federal awards to the Office of Justice Programs so allow.

Supporting Documents: ○ Attached ○ In Signature Folder ◉ None

Prior Board Action Taken on this Agenda Item: ○ Yes ◉ No

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

Approved by County Attorney's Office: ◉ Yes ○ No ○ N/A

ACTION REQUESTED:

Approve the submission of a competitive grant application for grant cycle October 1, 2023 to September 30, 2024.

FISCAL IMPACT: Other (Select One)

If "Other", specify

FUNDING

County Dollars =

Grant (Select One) $113,988.96

Total $113,988.96

FTE IMPACT: No FTE change (Select One)

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

The grant application would continue the funding stream currently in place. This is for 1 year.

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:

Continuous Improvement - Award for Most Impactful 2022

Primary Originating Division/Dept.: Human Resources

Meeting Date: 03/14/2023

Contact: Kristy Larson Title: HR Director

Item Type: (Select One) Regular Agenda

Amount of Time Requested 15 minutes

Presenter: Kristy Larson Title: HR Director

Attachments: ◉ Yes ○ No

County Strategy: (Select One) Collaborative Workplace - sustain the core values of our culture

BACKGROUND/JUSTIFICATION:

The Women, Infants, and Children (WIC) team in Health and Human Services successfully piloted a new technology. This software, called Captivated, allows for office phone numbers to receive text messages through an application. These text messages can include secure chat and the exchange of forms. This has proven to be an innovative and efficient means of communication, which has many benefits to the County's WIC clients. Benefits to the County include cost savings, labor savings, time savings, less processing time, and an improvement in customer satisfaction.

Supporting Documents: ◉ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ○ Yes ◉ No

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

Approved by County Attorney's Office: ○ Yes ○ No ◉ N/A

ACTION REQUESTED:

Congratulate the WIC team on having completed the most impactful Continuous Improvement Project of 2022!

FISCAL IMPACT: (Select One) No fiscal impact

If "Other", specify

FUNDING

County Dollars =

Grant

(Select One)

Total

FTE IMPACT: (Select One) No FTE change

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

PROCESS IMPROVEMENT REPORTING FORM

Project Title: Captivated Software Pilot

Location of Improvement (Department, Unit/Division): Health and Human Services: WIC Team

Improvement Team: Arlin Penner, Lynn Stuewe, Rebecca Willette, Jen Seeley, Cassie Sassenberg

Date: 03/14/2023

Process Improvement Tool Used: ◯ Kaizen ◯ Mini-Kaizen ◯ 7/8 Wastes ◯ 5S ◯ A3 ◯ 5 Why's ◯ Other: _____

◉ No Formal Tool Used

Problem BEFORE

With public health emergency federal waivers in place, WIC families are not currently required to come into the office in person to receive services. Not having required in-person meetings can make getting initial forms/paperwork completed more difficult.

WIC or dental varnish services experience no-show appointments and have not had software to provide routine reminders.

The WIC appointment coordinator does not have a County cell phone so sending follow-up messages to WIC clients has not been possible.

More and more clients prefer the ability to have quick exchanges using technology to increase access to services.

Solution AFTER

In 2022, HHS began a pilot project to test out a software called Captivated that allows for office phone numbers to receive text messages through an application. These text messages can include secure chat and the exchange of forms. WIC was the first team to implement this tool. Thus far, Captivated has been used in the following ways:

1. Forms (currently releases of information and consent for electronic communication) are sent via text to clients who will not be attending meetings in the office. They sign and return via text.
2. Reminders are sent for upcoming appointments and status updates.
3. Messages are sent when appointments need to be rescheduled.
4. Template messages are saved within the program so that staff members do not need to routinely recreate preferred messaging.
5. Multiple staff members can view the same conversations or exchanges, making it so that there is improved communication if a staff members is not available.
6. We are currently working on establishing forms and template messages in Somali and Spanish.

Key Outcomes:

Improved customer service and more efficient form exchange.

Key Savings:

Wait time, postage, possibly missed appointment time

Process improvements that were made (select all that apply):

COST MEASURES

- [x] Cost savings
- [x] Labor savings
- [ ] Increased revenue
- [ ] Return on investment (ROI)

PROCESS COMPLEXITY MEASURES

- [x] Less process steps (tasks)
- [ ] Less handoffs
- [ ] Less decisions
- [x] Less delays/waits

QUALITY MEASURES

- [x] More customer satisfaction
- [x] More employee satisfaction
- [ ] More percent complete and accurate
- [ ] Less defects/errors

8 WASTE MEASURES

- [ ] Less defects (defects, errors, mistakes)
- [ ] Less overproduction (more products/services produced than needed)
- [x] Less waiting (people, parts, systems, facilities wait for a prior step to be completed)
- [ ] Less non-utilized staff creativity (employees skills/abilities not taken advantage of)
- [ ] Less transportation (unnecessary movement of materials and information)
- [ ] Less inventory (unnecessary storage of materials)
- [ ] Less motion (movement of people that does not add value to product/service)
- [x] Less extra processing (higher quality product/service produced or elaborate/ expensive method used than is needed)

CYCLE AND TIME MEASURES

- [x] Less processing time

PRODUCT MEASURES

- [x] More customers needing/requesting service
- [ ] Less customers needing/requesting service
- [ ] More units produced
- [x] Less units waiting for processing
- [x] More submissions that are complete
- [ ] Rework percentage decreased
- [ ] Less staff working on a process
- [ ] Less area (square feet) per process
- [ ] Less injuries per process
- [x] Less Work In Progress (WIP)

VALUE MEASURES

- [ ] More value added time
- [x] Less non-value added time

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Conditional Use Permit; Annexstad Dairy: February 27, 2023 Planning and Zoning Advisory Commission Recommendation

Primary Originating Division/Dept.: PPSD -Property Services

Meeting Date: 03/14/2023

Contact: Spencer Crawford Title: Deputy Zoning Administrator

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: Loria Rebuffoni Title: Property Services Manager

Attachments: ◉ Yes ○ No

County Strategy: (Select One) Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

Consideration of the attached conditional use permit request and findings of fact document for the following item:

PLN-23-04 Annexstad Dairy Farms Inc.- Conditional Use approval for a feedlot over 300 animal units. The Planning and Zoning Advisory Commission recommended approval with a 6-0 vote. The Commission also made the following changes to the staff recommended conditions:

5. Manure that is in liquid or slurry form must be injected or incorporated within 24 hours.

6. Manure when transported should comply with Minnesota Administrative Rule 7020.2010.

Supporting Documents: ◉ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ○ Yes ◉ No

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

Approved by County Attorney's Office: ○ Yes ○ No ◉ N/A

ACTION REQUESTED:
Consideration of the attached Conditional Use permit request and findings of fact for approval or denial.

FISCAL IMPACT: No fiscal impact (Select One)

If "Other", specify:

FUNDING
County Dollars =

State

(Select One)

Total:

FTE IMPACT: No FTE change (Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

PLANNING AND ZONING ADVISORY COMMISSION AGENDA

Date: February 27, 2023
Time: Following the adjournment of the Nicollet County Board of Adjustments and Appeals Meeting (doors open at 6:45)
Location: Nicollet County Board Room, 501 S. Minnesota 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:
   - *Cancellation of PLN23-03: W W Blacktopping, Inc. Three-year mineral extraction CUP review*
4. Approval of Minutes: *January 23, 2023*
5. **PUBLIC HEARING: PLN23-04**
   Applicant: Annexstad Dairy Farms Inc.
   Landowner: Annexstad Dairy Farms Inc.
   Request: Conditional Use approval for the expansion of a dairy feedlot
   Location: Northeast ¼ of the Northeast ¼, Section 28-111-27 in Lake Prairie Township
   Parcel Number: 07.028.0415
6. Review Permits
7. Old Business
8. Other Business
9. Communications
10. Adjourn

PLANNING & ZONING ADVISORY COMMISSION

MINUTES	FEBRUARY 27, 2023	7:03 PM	NICOLLET COUNTY BOARD ROOM

ROLL CALL	COMMISSIONERS PRESENT	COMMISSIONERS ABSENT EXCUSED	NICOLLET COUNTY STAFF PRESENT
	☒ Dave Ubel, ***Chair*** ☒ Jon Thoreson, ***Vice Chair*** ☐ Marie Drantell, Commissioner ☒ Lloyd Hoffmann ☒ Justin Laven ☒ Terry Morrow, Alt. Commissioner ☒ Randy Schwab	☐ Dave Ubel, ***Chair*** ☐ Jon Thoreson, ***Vice Chair*** ☒ Marie Drantell, Commissioner ☐ Lloyd Hoffmann ☐ Justin Laven ☐ Terry Morrow, Alt. Commissioner ☐ Randy Schwab	☒ Spencer Crawford, Deputy Zoning Administrator (DZA) ☒ Loria Rebuffoni, Property Services Supervisor (PSS) ☒ Roxann Klein, Assistant County Attorney (ACA) ☒ Crystal Madden, Recording Secretary ☐ Other Staff: ☐ Other Staff:

CANCELLATIONS & ADDITIONS	DZA Crawford advised that the W W Blacktopping Mineral Extraction Conditional Use Permit renewal hearing was canceled at the request of the applicant.

APPROVAL OF JANUARY 23, 2023 MINUTES	MOTION		2ND
☒ APPROVE ☐ APPROVE WITH REVISIONS	☐ Dave Ubel, ***Chair*** ☒ Jon Thoreson, ***Vice Chair*** ☐ Marie Drantell, Commissioner ☐ Lloyd Hoffmann ☐ Justin Laven ☐ Terry Morrow, Alt. Commissioner ☐ Randy Schwab		☐ Dave Ubel, ***Chair*** ☐ Jon Thoreson, ***Vice Chair*** ☐ Marie Drantell, Commissioner ☐ Lloyd Hoffmann ☐ Justin Laven ☐ Terry Morrow, Alt. Commissioner ☒ Randy Schwab
VOTE TO APPROVE MINUTES	☒ PASS	☐ FAIL	VOTE: 6 - 0

PUBLIC HEARINGS

PLN23-04	**APPLICANT/LANDOWNER:** Mike Annexstad, Annexstad Dairy Farms Inc.
DESCRIPTION	Conditional use approval for the expansion of an existing dairy feedlot.
STAFF REPORT PRESENTED BY	Spencer Crawford, DZA
APPLICANT TESTIMONY	Mike Annexstad declined to testify.
PUBLIC TESTIMONY	None.
COMMISSION DISCUSSION	The Commissioners asked the applicant several questions relating to his anticipated number of cows, future use of existing equipment, spread acres and wastewater pumping to the liquid manure storage area. Commissioner Thoreson asked staff why recommended condition number five requires injected manure in liquid or slurry from to be incorporated within 24 hours. Commissioners Ubel and Thoreson agreed that injection is the same as incorporation. Commissioners Ubel recommended rewording the condition with the term incorporated instead of injected. Commissioner Thoreson asked staff if they had any guidance from the MPCA; DZA Crawford was not aware of any. Commissioner Morrow stated the recommended condition is quoted from Minnesota Rules 7020.2225, though that does not stop the Board from changing the condition. The Board continued to discuss altering the condition, ultimately deciding that it should read "manure that is in liquid or slurry form must be injected or incorporated within 24 hours". Commissioner Thoreson asked staff if recommended condition number six would require the applicant to put a tarp over a manure spreader; DZA Crawford replied that it would require some sort of cover during transportation. The Commissioners discussed the merits of the recommended condition, ultimately agreeing with the recommendation from ACA Klein that the condition should state "Manure when transported should comply with Minnesota Administrative Rule 7020.2010". Commissioner Laven made a motion to replace recommended

	condition six with the wording as stated by ACA Klein; the motion was seconded by Commissioner Schwab, passing with a 6-0 vote. The Commissioners asked staff about neighbor comments and violations at the site, to which DZA Crawford replied there were none.		
COMMISSION ACTION - APPROVAL	**MOTION**		**2ND**
☐ RECOMMEND APPOVAL WITH CONDITIONS AS LISTED BY STAFF ☒ RECOMMEND APPROVAL WITH REVISED CONDITIONS	☐ Dave Ubel, ***Chair*** ☐ Jon Thoreson, ***Vice Chair*** ☐ Marie Drantell, Commissioner ☐ Lloyd Hoffmann ☐ Justin Laven ☐ Terry Morrow, Alt. Commissioner ☒ Randy Schwab		☐ Dave Ubel, ***Chair*** ☐ Jon Thoreson, ***Vice Chair*** ☐ Marie Drantell, Commissioner ☐ Lloyd Hoffmann ☒ Justin Laven ☐ Terry Morrow, Alt. Commissioner ☐ Randy Schwab
VOTE TO RECOMMEND APPROVAL	☒ APPROVED	☐ DENIED	VOTE: 6 - 0
COMMISSION ACTION - FINDINGS	**MOTION**		**2ND**
☒ ADOPT AS STATED ☐ ADOPT WITH REVISIONS	☐ Dave Ubel, ***Chair*** ☐ Jon Thoreson, ***Vice Chair*** ☐ Marie Drantell, Commissioner ☐ Lloyd Hoffmann ☒ Justin Laven ☐ Terry Morrow, Alt. Commissioner ☐ Randy Schwab		☐ Dave Ubel, ***Chair*** ☒ Jon Thoreson, ***Vice Chair*** ☐ Marie Drantell, Commissioner ☐ Lloyd Hoffmann ☐ Justin Laven ☐ Terry Morrow, Alt. Commissioner ☐ Randy Schwab
VOTE TO ADOPT FINDINGS OF FACT	☒ APPROVE	☐ DENIED	VOTE: 6 - 0

ADDITIONAL ITEMS

OLD BUSINESS	None.		
OTHER BUSINESS	None.		
COMMUNICATIONS	None.		
MOTION TO ADJOURN MEETING	**MOTION**		**2ND**
7:41 PM	☐ Dave Ubel, ***Chair*** ☐ Jon Thoreson, ***Vice Chair*** ☐ Marie Drantell, Commissioner ☐ Lloyd Hoffmann ☒ Justin Laven ☐ Terry Morrow, Alt. Commissioner ☐ Randy Schwab		☐ Dave Ubel, ***Chair*** ☐ Jon Thoreson, ***Vice Chair*** ☐ Marie Drantell, Commissioner ☒ Lloyd Hoffmann ☐ Justin Laven ☐ Terry Morrow, Alt. Commissioner ☐ Randy Schwab
VOTE TO ADJOURN MEETING	☒ PASS	☐ FAIL	VOTE: 6 - 0

DAVE UBEL, CHAIR		**DATE**	**3/20/2023**
SPENCER CRAWFORD, DEPUTY ZONING ADMINISTRATOR		**DATE**	**3/20/2023**

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

Name of Applicant	Annexstad Dairy Farms Inc.	**Hearing**	February 27, 2023
Property Owner	Mike Annexstad	**BOC Meeting**	March 14, 2023
File	PLN23-04		

Use Request Feedlot Expansion Over 300 Animal Units

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	☒	☐	☐	☐	The property is zoned agricultural, which is designed for operations such as the proposal. The property is already being used for agricultural purposes. The requested use is compatible with the surrounding area.
Jon Thoreson	☒	☐	☐	☐	
Terry Morrow	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Marie Dranttel	☐	☐	☐	☒	

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	☒	☐	☐	☐	The site will have direct access to State Highway 22. The hauling of manure will be reasonable with less trips overall.
Jon Thoreson	☒	☐	☐	☐	
Terry Morrow	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Marie Dranttel	☐	☐	☐	☒	

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	☒	☐	☐	☐	The requested use will provide a benefit to nearby crop farms because the manure will improve fertility. The property is an existing dairy farm in the Agricultural District. There are no disqualifying structures within the OFFSET setback.
Jon Thoreson	☒	☐	☐	☐	
Terry Morrow	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Marie Dranttel	☐	☐	☐	☒	

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	☒	☐	☐	☐	Construction will be consistent with other sites in the area. The two residences nearby are associated with the feedlot and there is an existing feedlot at this location. The proposal is consistent in appearance to the nearby area and meets all county standards.
Jon Thoreson	☒	☐	☐	☐	
Terry Morrow	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Marie Dranttel	☐	☐	☐	☒	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	☒	☐	☐	☐	The site is zoned Agricultural Preservation and meets all County standards and setbacks.
Jon Thoreson	☒	☐	☐	☐	
Terry Morrow	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Marie Dranttel	☐	☐	☐	☒	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	☒	☐	☐	☐	The request complies with the comprehensive plan. The use is within the Agricultural District and ensures public health, safety, and welfare.
Jon Thoreson	☒	☐	☐	☐	
Terry Morrow	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Marie Dranttel	☐	☐	☐	☒	

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	☒	☐	☐	☐	The requested use meets all local and state standards, including MPCA regulations, local ordinances, setbacks, and OFFSET.
Jon Thoreson	☒	☐	☐	☐	
Terry Morrow	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Marie Dranttel	☐	☐	☐	☒	

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

COMMISSION MEMBER	YES	NO	ABSTAIN	ABSENT	REASON
Dave Ubel	☒	☐	☐	☐	Under the comprehensive plan, this area is predominantly agricultural and is suitable for an
Jon Thoreson	☒	☐	☐	☐	

Terry Morrow	☒	☐	☐	☐	operation such as this. There will be no adverse effects to the environment and it will be a benefit to the local economy.
Lloyd Hoffmann	☒	☐	☐	☐	
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Marie Dranttel	☐	☐	☐	☒	

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	☒	☐	☐	☐	No unreasonable health risks have been identified; the applicant has a manure management plan and will follow all local, state, and federal regulations. The plans have been engineered and approved to minimize health risks. Dead animals will be disposed of per department of health regulations.
Jon Thoreson	☒	☐	☐	☐	
Terry Morrow	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Marie Dranttel	☐	☐	☐	☒	

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	☒	☐	☐	☐	The site is an existing feedlot in the appropriate zoning district for expansion. It meets all local and state standards. The MPCA, NRCS and MN Department of Health will ensure that best practices are followed to protect the health, safety, and wellbeing of the public.
Jon Thoreson	☒	☐	☐	☐	
Terry Morrow	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Marie Dranttel	☐	☐	☐	☒	

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

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

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: _____ Chair: _____

CONDITIONAL USE PERMIT

FEEDLOT

Annexstad Dairy Farms

PLN23-04

NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION

SUBJECT:	Conditional Use Permit PLN23-04
APPLICANT:	Mike Annexstad, Annexstad Dairy Farms Inc.
LANDOWNER:	Annexstad Dairy Farms Inc.
LOCATION:	Northeast ¼ of the Northeast ¼, Section 28-111-27 in Lake Prairie Township
PARCEL NO:	07.028.0415
EXISTING ZONING:	Agricultural Preservation
HEARING DATE:	February 27th, 2023
COUNTY BOARD DATE:	March 14th, 2023
60 DAYS FROM REQUEST:	April 4th, 2023

REQUEST & PROJECT DESCRIPTION

Annexstad Dairy Farms is requesting conditional use approval to construct the following at their existing feedlot:

Proposed Structure	**Square Footage**
Free stall Barn Addition	27,625 (expansion area only)
Liquid Manure Storage Area (LMSA)	74,974
Feed Bunker Addition	16,000

The proposal would increase the number of cows and animal units per the tables below:

Animal Type	**Existing Head Count**	**Purposed Head Count**
Mature Cow	183	300
Heifer	51	95
Calf	30	50
Total	264	445

Animal Type	**Existing Animal Units**	**Purposed Animal Units**
Mature Cow	256.2	420
Heifer	35.7	66.5
Calf	6	10
Total	297.9	496.5

Feedlots in the Agricultural Preservation Zoning District over 300 animal units require a Conditional Use Permit per Nicollet County Zoning Ordinance 602.3.

The applicant intends to modernize the feedlot operation with their proposal. The barn addition would include a robotic milking system and additional free stalls, including a calving area and bedded pack for heifers and dry cows. The south side of the barn addition would also contain an office, employee break room, milk room, and electrical equipment room.

The applicant will continue to use sand bedding within the barn for cow comfort. Due to economic and agronomic concerns when spreading manure, the applicant is proposing the installation of a capturing system to sequester the sand. Manure and process water mixed with sand would flow from the barn to the LMSA through a sand lane, which is anticipated to capture 80% of the sand for reuse.

The proposed LMSA would have a concrete lined bottom and access ramp sitting on top of a continuous clay liner. The access ramp would allow for the removal of sludge and built up sand using on site equipment. The LMSA would have a storage capacity of 4,780,000 gallons, which is equivalent to an estimated 13 months of manure generation.

ACCESS

Access to the site via 403rd Avenue and Minnesota State Highway 22 is not changing. The applicant is proposing to grade the existing access leading to State Highway 22 and install a new culvert within the right of way. Two to three milk trucks will use the upgraded access weekly, along with occasional manure haulers. The applicant is working with the Minnesota Department of Transportation to obtain a permit for the proposal within the right of way.

COUNTY STANDARDS

E.G. Rud & Sons has created a survey for the applicant to rearrange the property lines in a manner that all setbacks can be maintained. Staff is recommending as a condition that the applicant record a deed to correct the property lines before the zoning permit is issued. There are no disqualifying structures, such as dwellings unrelated to the feedlot, within the 93% OFFSET setback buffer. There are no municipalities within the 99% OFFSET setback buffer.

MINNESOTA POLLUTION CONTROL AGENCY STANDARDS

The applicant has submitted a Construction Short Form Application from the Minnesota Pollution Control Agency (MPCA) to operate a feedlot for the proposed design and capacity. The permit will be issued by Nicollet County on behalf of the MPCA if the Conditional Use is approved. A Manure Management Plan compliant with Minnesota Administrative Rules Section 7020.2225 was submitted with the application. The request appears to meet all state standards.

SURROUNDING LAND USE

The surrounding land use is predominantly agricultural. There are two dwellings within close proximity of the feedlot to the north and the southwest, but they are owned by individuals associated with the operation.

NEIGHBOR NOTIFICATION

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

STAFF RECOMMENDATIONS

1. The applicant undertakes 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 applicant must provide, maintain, and follow an approved Manure Management Plan under the guidelines set forth in MPCA Rules, Chapter 7020.2225.

5. Manure that is in liquid or slurry form that has been injected or spread must be incorporated within 24 hours.

6. Manure when transported by truck/spreader to fields off site must be covered or in a leak proof tank to avoid any potential manure spills on public roads.

7. If required, the applicant must obtain a Department of Natural Resources Division of Waters' Water Appropriations Permit.

8. Dead animals must be disposed of in accordance with the Board of Animal Health regulations.

9. The applicant must notify Property Services at least three days prior to start of construction, including any related earth work.

10. If required, a Construction Stormwater Permit must be obtained from the Minnesota Pollution Control Agency (MPCA) prior to start of construction.

11. The feedlot must continually meet the 93% OFFSET Annoyance-Free Odor Rating for the duration of the operation.

12. The applicant must record a deed that reconfigures the property lines in a manner that all Nicollet County Zoning Ordinance requirements are met before the Zoning Permit is issued.

13. The applicant must obtain all required permits from the Minnesota Department of Transportation before the Zoning Permit is issued.

Applicant: Mike Annexstad, Annexstad Dairy Farms
Landowner: Annexstad Dairy Farms

PLN23-04

ATTACHMENT A	**Application**
ATTACHMENT B	**Documents Submitted by Applicant**
ATTACHMENT C	**OFFSET Map**
ATTACHMENT D	**Site Photographs**
ATTACHMENT E	**Neighbor Notification List**

NICOLLET COUNTY EST. 1853

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

PLANNING & ZONING ADVISORY COMMISSION APPLICATION

Total Fees: $496.00

Map#: 0728200012
Parcel#: 070280415
Permit#: PLN23-04
Date: February 03, 2023

Applicant: Mike Annexstad, Annexstad Dairy Farms Inc, 38171 403rd Ave, Saint Peter MN 56082
Phone: 507-995-0675
Owner: ANNEXSTAD DAIRY FARMS INC, 38171 403RD AVE, SAINT PETER MN 56082
Property Address: 0,
Abbreviated Legal Description: SP; W 25 AC OF NE1/4 NE1/4 "EX 2.75 AC" &"EX N 190' OF E 200'" & "EX 3.12 (OF 3.36) AC" & "EX .71 AC (OF 3.64) AC FOR R/W" = 17.55 AC
Township: Lake Prairie Township

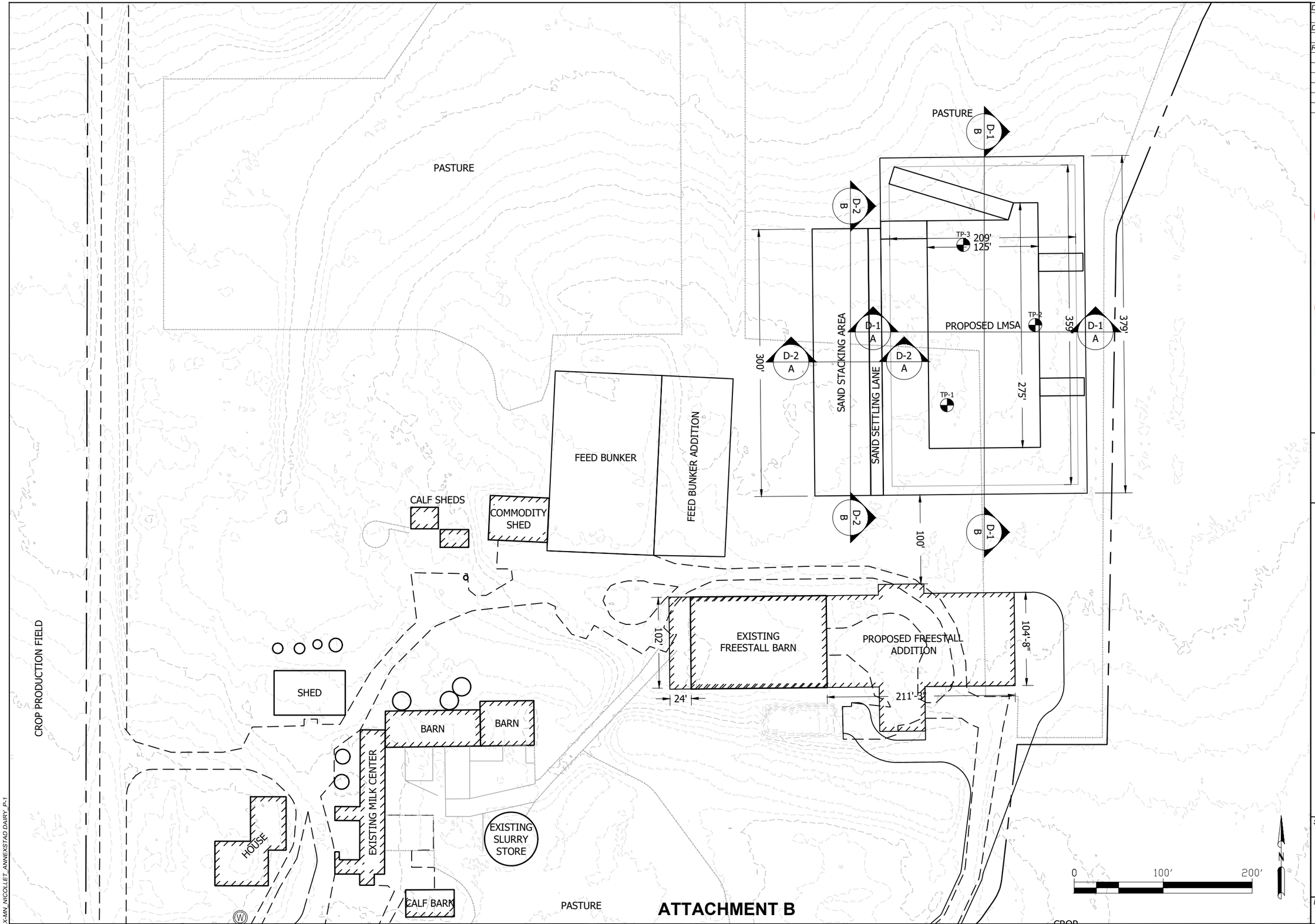
Record Type: Conditional Use
Category: Feedlot
Project Description: Conditional Use Permit request to construct a free stall barn addition, liquid manure storage area, and feed bunkers. Animal units are increasing from 297.9 to 496.5.

Planning Commission Hearing Date: 02/27/2023
Board of Commissioners Date: 03/14/2023

Annexstad Dairy Farms Inc.
by Mike Annexstad — 2-3-23

APPLICANT SIGNATURE **DATE**

ATTACHMENT A
Application



ATTACHMENT B

Documents Submitted by Applicant

X:\MN_NICOLLET_ANNEXSTAD DAIRY_P-1

Designed by: BL 12/1/2022
Drawn by: JL
Revisions:

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTAD DAIRY FARMS INC
PROPOSED SITE LAYOUT

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: P-1
3 of 15

File Name: ANNEXSTAD_P-1

BOUNDARY SKETCH & DESCRIPTION

~for~ MICHAEL ANNEXSTAD

~Part of~ The E 1/2 - NE 1/4 SEC. 28, T. 111, R. 27, LAKE PRAIRIE TWP., NICOLLET COUNTY, MINNESOTA.

GRAPHIC SCALE
100 0 50 100 200
SCALE IN FEET

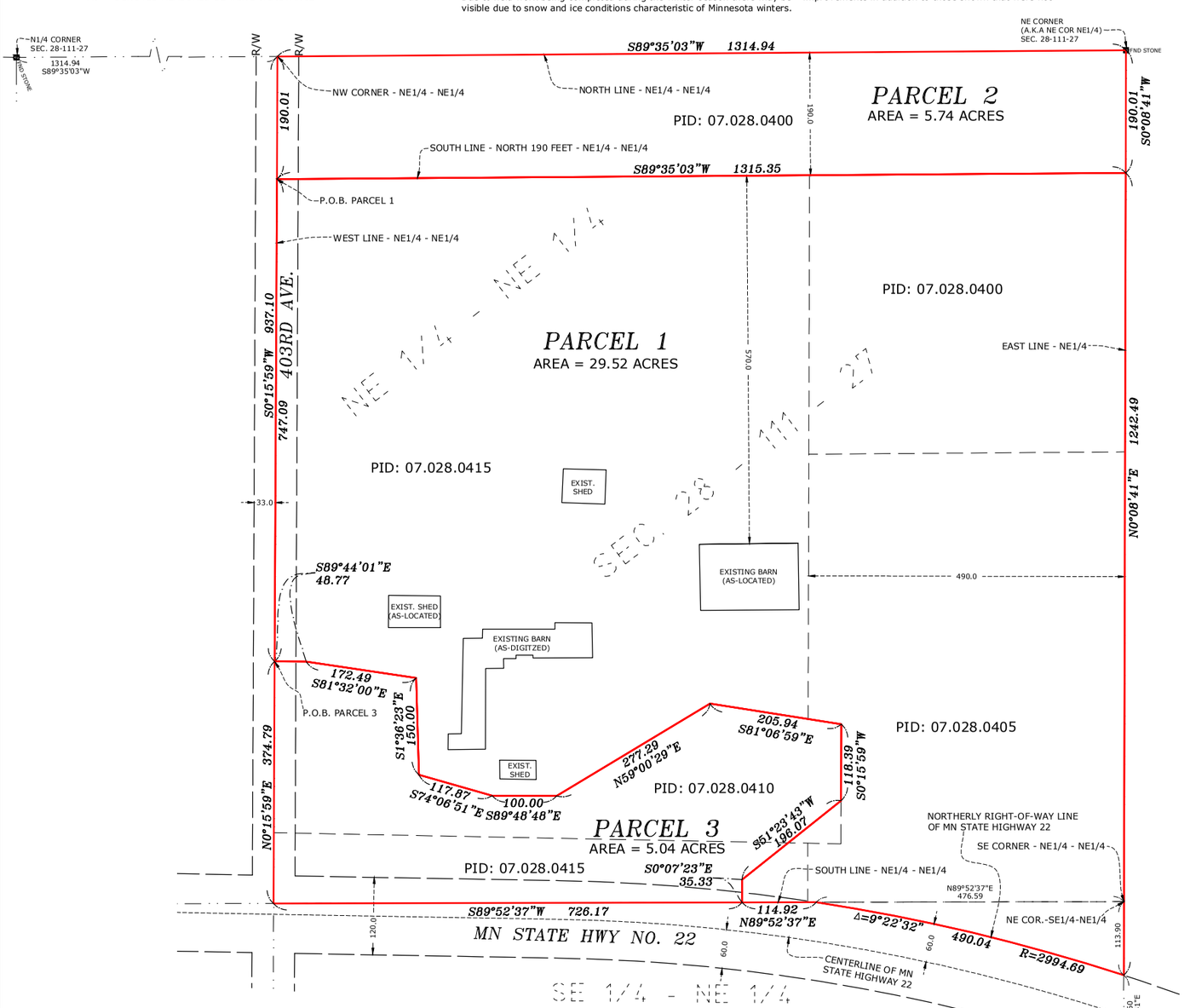
NORTH

LEGEND

- ◘ DENOTES FOUND STONE MONUMENT
- (D) DENOTES DEEDED BEARING & DISTANCE
- M. DENOTES MEASURED BEARING & DISTANCE

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 01/17/23.
- Bearings shown are on the Nicollet County Coordinate system NAD83 (2011 Adjustment).
- Parcel ID Number: 07.028.0415, 07.028.0410, 07.028.0405, & 07.028.0400.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Due to field work being completed during the winter season there may be improvements in addition to those shown that were not visible due to snow and ice conditions characteristic of Minnesota winters.



LEGAL DESCRIPTION OF RECORD

North 622 feet of the East 490 feet of the Northeast Quarter of the Northeast Quarter of Section 28, Township 111 North, Range 27, Nicollet County, Minnesota.

AND

West 25 acres of the Northeast Quarter of the Northeast Quarter of Section 28, Township 111 North, Range 27, Nicollet County, Minnesota, EXCEPTING THEREFROM: The North 190.00 feet (as measured parallel to the West line of the Northeast Quarter of the Northeast Quarter) of the West 630.00 feet (as measured parallel to the North line of the Northeast Quarter of the Northeast Quarter) of the Northeast quarter of the Northeast Quarter of Section 28, Township 111 North, Range 27, Nicollet County, Minnesota. Said parcel contains 2.75 acres of land, more or less, and is subject to and together with any and all easements of record. ALSO EXCEPTING All that part of the northeast Quarter of the Northeast Quarter of Section 28, Township 111 North, Range 27, Nicollet County, Minnesota, described as: Commencing at the Northeast corner of the Northeast quarter; thence South 89 degrees 36 minutes 39 seconds West (assumed bearing) on the North line of the Northeast Quarter, 1314.89 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter; thence South 00 degrees 11 minutes 17 seconds West on the West line of the Northeast Quarter of the Northeast Quarter, 937.10 feet to the point of beginning; thence continuing South 00 degrees 11 minutes 17 seconds West on said West line, 265.21 feet; thence South 88 degrees 57 minutes 10 seconds East, 878.67 feet; thence North 00 degrees 11 minutes 17 seconds East, 185.29 feet, thence North 81 degrees 11 minutes 41 seconds West, 205.94 feet; thence South 58 degrees 55 minutes 47 seconds West, 277.29 feet; thence North 89 degrees 53 minutes 30 seconds West, 100.00 feet; thence North 74 degrees 11 minutes 33 seconds West, 117.87 feet, thence North 01 degrees 41 minutes 05 seconds West, 150.00 feet to a set iron pipe monument, thence North 81 degrees 36 minutes 42 seconds West, 172.49 feet to a set iron pipe monument: thence North 81 degrees 48 minutes 43 seconds West, 48.76 feet to the point of beginning. Said parcel contains 3.36 acres of land, more or less, and is subject to and together with any and all easements of record.

AND

North 190 feet of the East 200 of the West 25 acres of the Northeast Quarter of the Northeast Quarter of Section 28, Township 111 North, Range 27, Nicollet County, Minnesota.

PARCEL 1, PROPOSED DESCRIPTION

Part of the Northeast Quarter of the Northeast Quarter and part of the Southeast Quarter of the Northeast Quarter of Section 28, Township 111, Range 27, Nicollet County, Minnesota, described as follows:
Commencing at the northeast corner of the Northeast Quarter;
thence on an assumed bearing of South 89 degrees 35 minutes 03 seconds West along the north line of the Northeast Quarter, 1314.94 feet to the northwest corner of said Northeast Quarter of the Northeast Quarter;
thence South 00 degrees 15 minutes 59 seconds West along the west line of said Northeast Quarter of the Northeast Quarter 190.01 feet to the south line of the North 190.00 feet of said Northeast Quarter of the Northeast Quarter and the point of beginning of the tract to be described;
thence continuing South 00 degrees 15 minutes 59 seconds West along said west line 747.09 feet;
thence South 89 degrees 44 minutes 01 seconds East 48.77 feet;
thence South 81 degrees 32 minutes 00 seconds East 172.49 feet;
thence South 01 degrees 36 minutes 23 seconds East 150.00 feet;
thence South 74 degrees 06 minutes 51 seconds East 117.87 feet;
thence South 89 degrees 48 minutes 48 seconds East 100.00 feet;
thence North 59 degrees 00 minutes 29 seconds East 277.29 feet;
thence South 81 degrees 06 minutes 59 seconds East 205.94 feet;
thence South 00 degrees 15 minutes 59 seconds West 118.39 feet;
thence South 51 degrees 23 minutes 43 seconds West 196.07 feet;
thence South 00 degrees 07 minutes 23 seconds East 35.33 feet to the south line of said Northeast Quarter of the Northeast Quarter, thence North 89 degrees 52 minutes 37 seconds East along the last described south line 114.92 feet to the intersection with the northerly right-of-way line of Minnesota State Highway No. 22;
thence southeasterly 490.04 feet along said northerly right-of-way line to a point on the East line of said Northeast Quarter distant 113.90 feet southerly of the northeast corner of said Southeast Quarter of the Northeast Quarter;
thence North 00 degrees 08 minutes 41 seconds East along the east line of said Northeast Quarter 1242.49 feet to said south line of the North 190.00 feet of said Northeast Quarter of the Northeast Quarter;
thence South 89 degrees 35 minutes 03 seconds West, along the last described south line 1315.35 feet to the point of beginning.

This parcel contains 29.52 acres, more or less, and is subject to with any and all easements of record.

PARCEL 2, PROPOSED DESCRIPTION

The North 190 feet (as measured perpendicular to and parallel with the north line) of the Northeast Quarter of the Northeast Quarter of Section 28, Township 111, Range 27, Nicollet County, Minnesota.

This parcel contains 5.74 acres, more or less, and is subject to with any and all easements of record.

PARCEL 3, PROPOSED DESCRIPTION

Part of the Northeast Quarter of the Northeast Quarter Section 28, Township 111, Range 27, Nicollet County, Minnesota, described as follows:
Commencing at the northeast corner of the Northeast Quarter;
thence on an assumed bearing of South 89 degrees 35 minutes 03 seconds West along the north line of the Northeast Quarter 1314.94 feet to the northwest corner of said Northeast Quarter of the Northeast Quarter;
thence South 00 degrees 15 minutes 59 seconds West along the west line of said Northeast Quarter of the Northeast Quarter, 937.10 feet to the point of beginning of the tract to be described;
thence South 89 degrees 44 minutes 01 seconds East 48.77 feet;
thence South 81 degrees 32 minutes 00 seconds East 172.49 feet;
thence South 01 degrees 36 minutes 23 seconds East 150.00 feet;
thence South 74 degrees 06 minutes 51 seconds East 117.87 feet;
thence South 89 degrees 48 minutes 48 seconds East 100.00 feet;
thence North 59 degrees 00 minutes 29 seconds East 277.29 feet;
thence South 81 degrees 06 minutes 59 seconds East 205.94 feet;
thence South 00 degrees 15 minutes 59 seconds West 118.39 feet;
thence South 51 degrees 23 minutes 43 seconds West 196.07 feet;
thence South 00 degrees 07 minutes 23 seconds East 35.33 feet to the south line of said Northeast Quarter of the Northeast Quarter;
thence South 89 degrees 52 minutes 37 seconds West along said south line 726.17 feet to the west line of said Northeast Quarter of the Northeast Quarter;
thence North 00 degrees 15 minutes 59 seconds East along the west line of said Northeast Quarter of the Northeast Quarter 374.79 feet to the point of beginning.

Said parcel contains 5.04 acres, more or less, and is subject to with any and all easements of record.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

KURT D. NELSON

Date: 02/02/23 License No. 45356

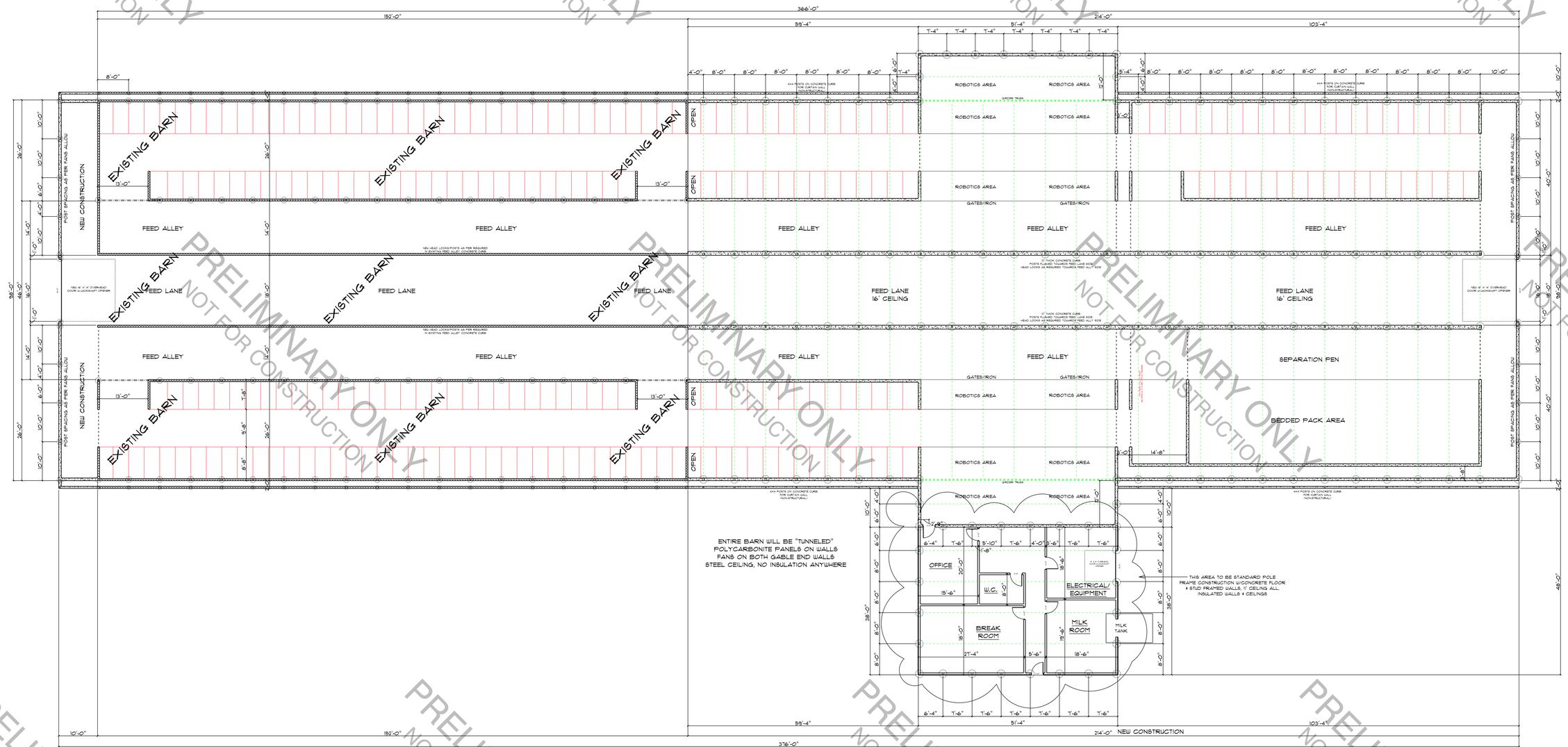
E.G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
990 5th Ave SE, Suite 2
Hutchinson, MN 55350
Tel. (320) 587-2025
www.egrud.com

DRAWN BY: CBS	JOB NO: 22.1310BS	DATE: 01/24/23
CHECK BY: KDN	FIELD CREW: BCK&JWM	

NO.	DATE	DESCRIPTION	BY
1	2FEB23	REVISED PARCELS PER COUNTY	CBS
2			
3			

Y:\CIVIL-3D-PROJECTS\1 2022 PROJECTS\221310BS\CURRENT\221310BS REVISED PARCELS.DWG

22.1310BS



FLOOR PLAN

SCALE: N.T.S.

HAGGENMILLER LUMBER

Property of Haggenmiller Lumber Inc.
For Estimation And Quotation Only

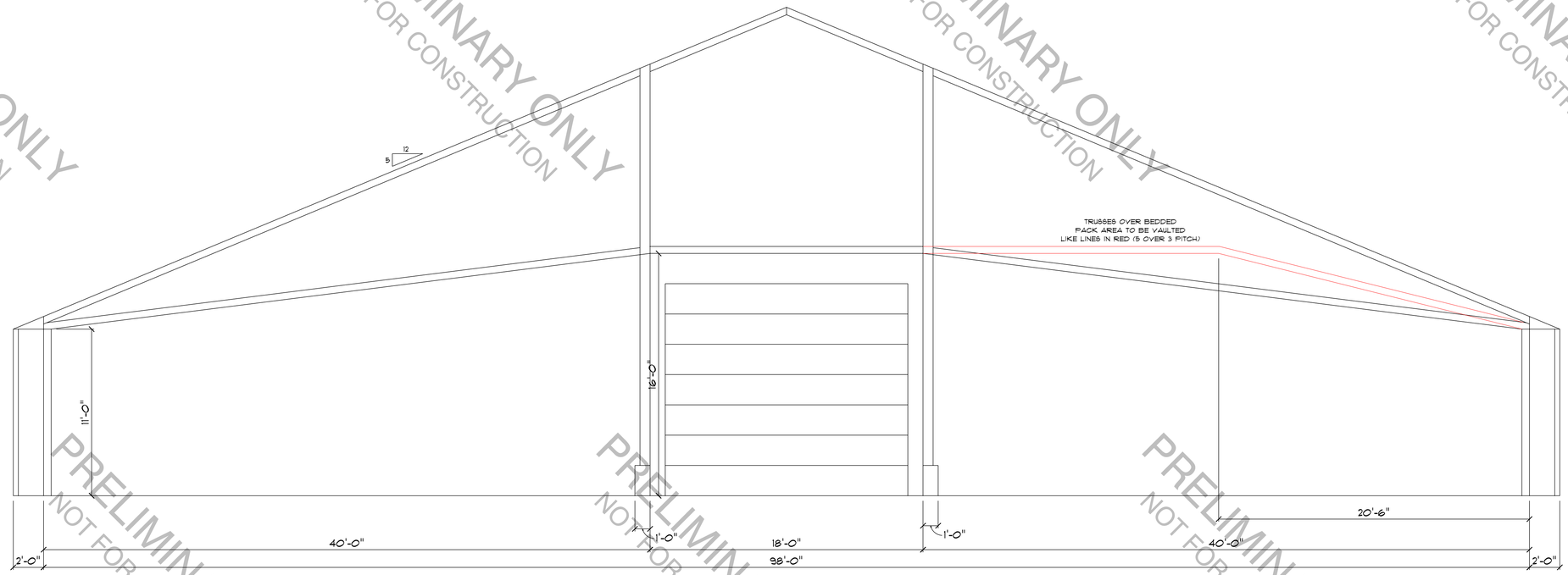
Disclaimer, this drawing is being provided by Haggenmiller Lumber Inc. for its internal use only to estimate or quote the cost of materials for the structure. This drawing is not professionally engineered and Haggenmiller Lumber Inc. cannot be held liable for any errors, omissions, or defects in this plan.
THIS PLAN CANNOT BE COPIED

SCALE 1/4" = 1'	APPROVED	DRAWN BY BWH
DATE Monday, November 21, 2022		REVISED

ANNEXSTAD DAIRY FARM
ROBOTIC DAIRY FACILITY ADDITION

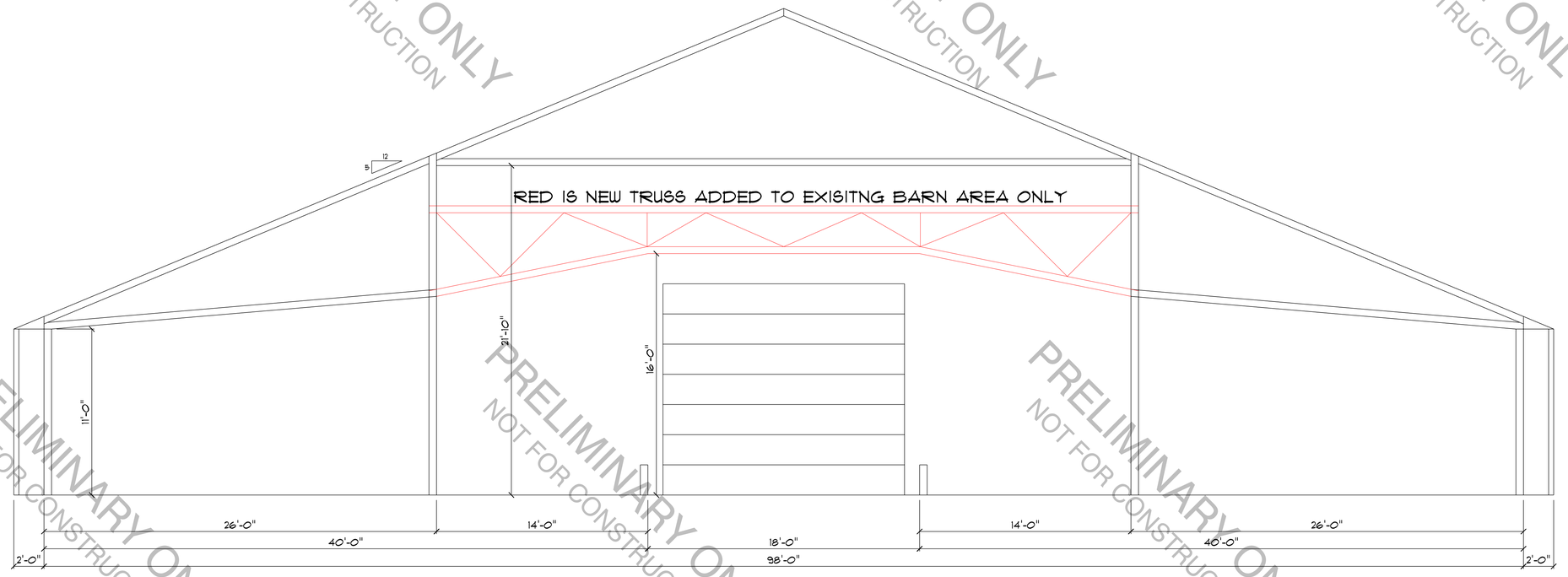
23180 401 AV.
ARLINGTON MN. 55307
PHONE: 507-964-2263
FAX: 507-964-2265

DRAWING NUMBER



NEW SIDE CROSS SECTION

SCALE: 1/4" = 1'-0"



EXISTING CROSS SECTION

SCALE: 1/4" = 1'-0"

Property of Haggenmiller Lumber Inc.
For Estimation And Quotation Only

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HAGGENMILLER LUMBER

SCALE 1/4" = 1'	APPROVED	DRAWN BY BWH
DATE Monday, November 21, 2022		REVISED

ANNEXSTAD DAIRY FARM
ROBOTIC DAIRY FACILITY ADDITION

23180 401 AV.
ARLINGTON MN. 55307
PHONE: 507-964-2263
FAX: 507-964-2265

DRAWING NUMBER

CONDITIONAL USE PERMIT APPLICANT QUESTIONNAIRE
PROJECT DESCRIPTION

Name of Applicant: Annexstad Dairy Farms Inc. Date: 03/14/2023

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

Annexstad Dairy Farms Inc. is proposing a facility modernization and further facility upgrades. Proposed as part of the plan is a free-stall barn expansion to the existing free-stall barn. Within the expanded footprint a robotic milking center, and additional animal housing will be constructed. These animal housing areas will be additional free-stalls for the expanded milking herd, as well as a dry cow and heifer bedded pack, and calving areas. The current manure handling system is outdated and highly time consuming for day to day management and facility operation. A clay lined liquid manure storage area is proposed adjacent to the free-stall barn. The proposed LMSA will have a total capacity of 4,780,000 gallons, equivalent to 13 months of anticipated manure generation for the animals housed within the expanded free-stall facility.

Annexstad Dairy currently utilizes sand bedding in the freestall barn for cow comfort. Due to economic and agronomic concerns with high sand use in manure application, a sand capturing system is proposed. The proposed sand lane is designed in a way consistent with sand separation from flowing manure. Manure generated within the free-stall barn will be discharged into the sand lane, for sand capture and eventual reuse. The manure and process water will flow into the LMSA directly from the sand lane. Sand capture is anticipated at 80% or more with use of the sand lane. Separated sand will be piled adjacent to the sand lane, to dry prior to reuse in the free-stall barn as bedding. The proposed LMSA will have a concrete lined bottom, atop a continuous clay liner. The proposed concrete bottom will allow for an array of management practices that allows for sludge, or built up sand removal to take place with on-site equipment. The proposed LMSA will have a concreted access ramp, capable of entering the LMSA safely and responsibly to remove and clean the sand that has settled during manure storage. Adjacent to the sand lane is a concrete stacking pad. This pad is intended for solid manure stacking in addition to sand stacking. this concrete will drain directly to the sand lane, which drains into the LMSA. The design is consistent with zero discharge standards for manure storage areas and stacking areas as all runoff will be collected and stored in the proposed LMSA.

NICOLLET COUNTY EST. 1853

CUP APPLICANT FINDINGS OF FACT CRITERIA

Name of Applicant: Annexstad Dairy Farms Inc. Date: 03/14/2023

Request: Annexstad Dairy Farms Inc.

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

Why do you feel the request meets the following criteria?

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

The requested use will be consistent with the agricultural make up of the surrounding area.

The requested use will be consistent with the agricultural make up of the surrounding area.

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

After construction, no significant additional wear and tear of existing roads and utilities is expected. By improving and adding additional manure storage, the current practice of weekly manure hauling will be greatly reduced and a majority of the manure will be hauled and applied in the Fall.

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

Since the proposal is located in a predominantly agricultural area, the expansion will not depreciate nearby properties and should increase the value of the cropland via improvements to soil fertility and soil health as a result of manure applications.

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

The proposed expansion will meet all state and local standards and local setbacks/offsets. It will also meet all local zoning ordinance standards.

5. The requested use is consistent with the County Zoning Ordinance.

All county zoning ordinances will be followed during and after construction of the dairy expansion.

(Continued onto back)

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

The requested use will conform with the county comprehensive plan by ensuring public safety, health and welfare. The owner will work closely with the county to ensure the county comprehensive plan is followed for the duration on construction and lifespan of the feedlot facility.

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

No additional noise or glare is expected from the site. MPCA approved odor mitigation practices such as the use of pit additives and maintaining natural crusting will be implemented to greatly reduce any odor from the LMSA. The proposed feedlot additions will blend in with the current agricultural surroundings.

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

Since the proposal is taking place on an existing dairy in a predominantly agricultural area, a proposed increase to animal numbers and improved manure handling will fit the current land use of the area.

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

All proposed feedlot components will have an approved engineered design by NRCS and MPCA/Nicollet County to ensure zero run off from the site. All MPCA regulations & local ordinances will be followed for land application of manure.

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

The proposed project will follow federal, state and local best management practices to ensure livestock husbandry and human health and safety is maintained.

A MAJORITY OF THE CUP CRITERIA <u>MUST</u> BE MET IN ORDER FOR THE REQUEST TO BE APPROVED.

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1

ANNEXSTAD DAIRY FARMS INC

EXISTING SITE LAYOUT

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

CENTROL® CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

Designed by: BL
1/6/2023
Drawn by: JL
Revisions:

Sheet: EX-1
2 of 15

File Name: ANNEXSTAD_P-1

CROP PRODUCTION FIELD

403RD AVE.

HIGHWAY 22

SHED

BARN

BARN

EXISTING MILK CENTER

HOUSE

CALF BARN

EXISTING SLURRY STORE

PASTURE

CALF SHEDS

COMMODITY SHED

FEED BUNKER

FEED BUNKER ADDITION

SAND STACKING AREA

SAND SETTLING LANE

PROPOSED LMSA

209'
125'

359'

379'

300'

275'

100'

TP-1

TP-2

TP-3

PIPE

SEE D-7 FOR PIPE DETAILS

D-1 A

D-1 B

D-2 A

D-2 B

D-3 A

D-3 B

EXISTING FREESTALL BARN

PROPOSED FREESTALL ADDITION

104'-8"

24'

211'-3"

18" HDPE CULVERT INSTALLED AT EXISTING DITCH GRADE

CROP PRODUCTION FIELD

UPGRADE EXISTING APPROACH AND DRIVEWAY FOR IMPROVED SITE ACCESS

18" CMP CULVERT INSTALLED AT EXISTING DITCH GRADE

0 100' 200'

N

X:\MN_NICOLLET_ANNEXSTAD DAIRY_P-1

Designed by:
BL 1/6/2023
Drawn by:
JL
Revisions:

CENTROL®
CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTAD DAIRY FARMS INC

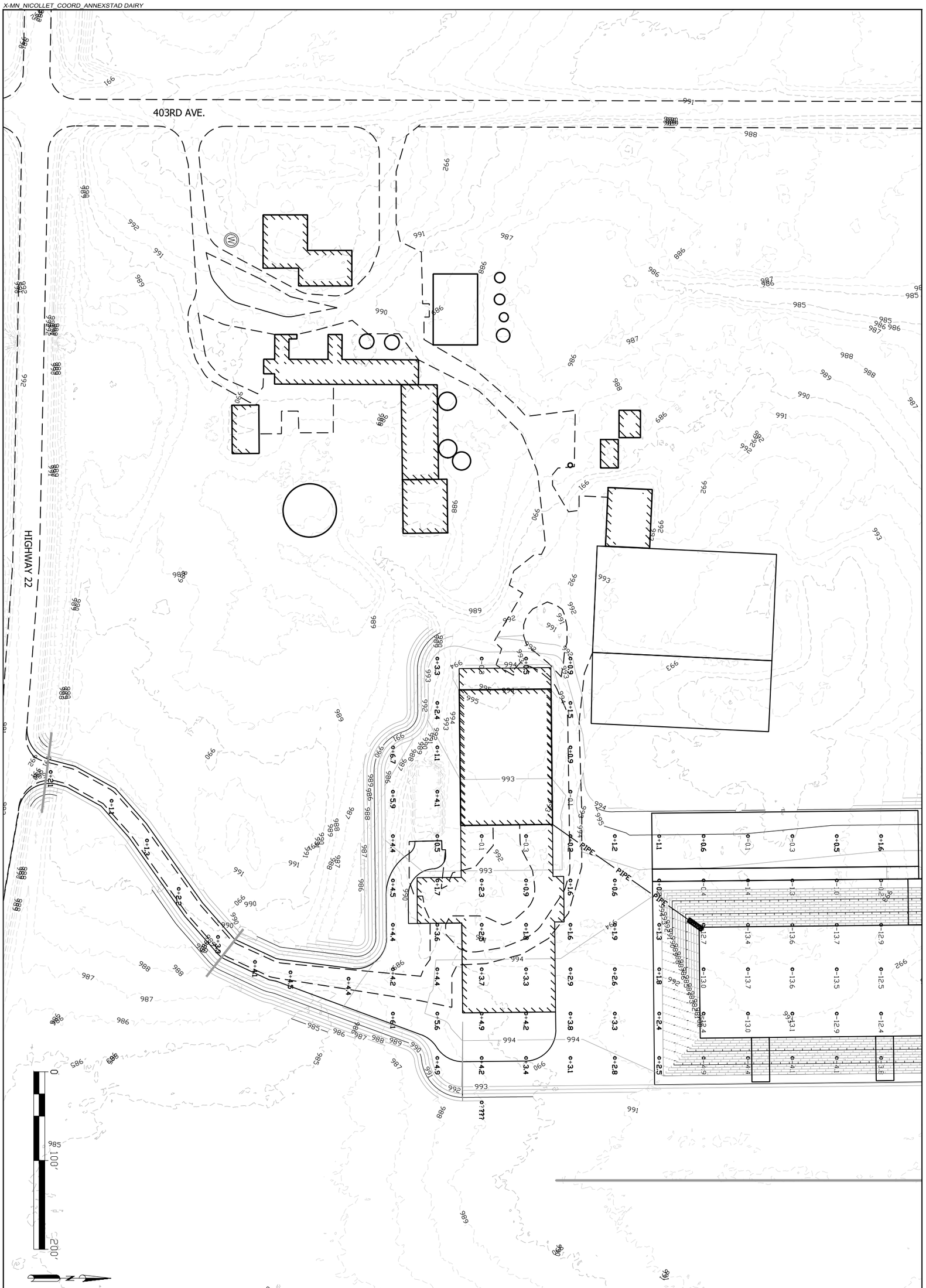
PROPOSED SITE LAYOUT

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet:
P-1
3 of 15

File Name:
ANNEXSTAD_P-1

X-MN_NICOLLET_COORD_ANNEXSTAD DAIRY



ANNEXSTAD DAIRY FARMS INC

PROPOSED SITE LAYOUT - CUT/FILL

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: P-2
4 of 15

File Name: ANNEXSTAD_P-1

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

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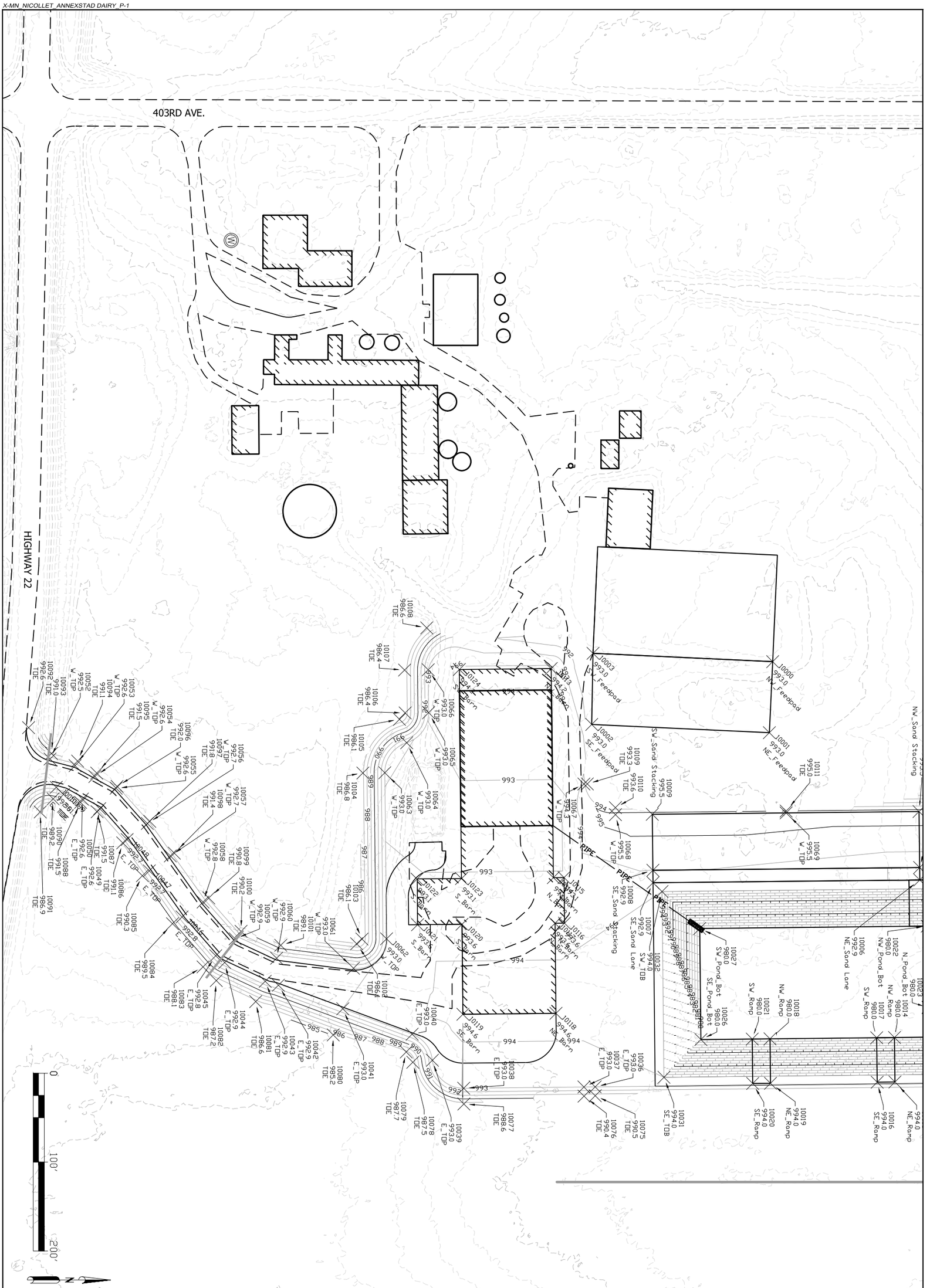
Drawn by: JL
Revisions:

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1



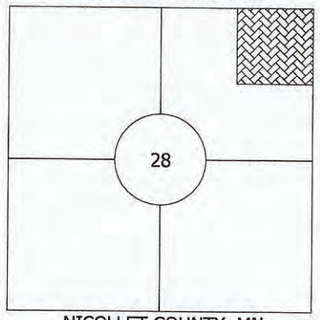
Sheet: P-3	ANNEXSTAD DAIRY FARMS INC PROPOSED SITE PLAN - STAKEOUT POINTS PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M. NICOLLET COUNTY, STATE OF MINNESOTA		CENTROL CROP CONSULTING 351 Burlington Circle Marshall, MN 56258 * (507) 337-3021		Designed by: BL 1/6/2023 Drawn by: JL Revisions:
File Name: ANNEXSTAD_P-1	5 of 15				

ANNEXSTEAD DAIRY FARMS INC

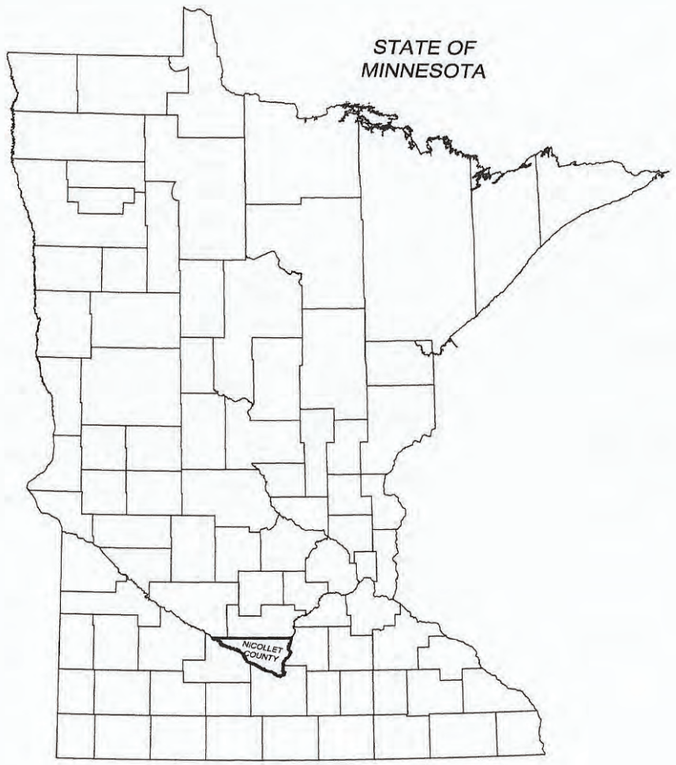
Know what's below. Call before you dig.

State Law and NRCS policy require that the excavator contact Gopher State One-Call at (800) 252-1166 for utility locations 48 hours prior to the start of excavation work.

LAKE PRAIRIE TOWNSHIP



NICOLLET COUNTY, MN



WASTE STORAGE FACILITY (313)
ROOFS AND COVERS (367)
POND SEALING OR LINING, COMPACTED SOIL TREATMENT (520)

AERIAL MAP

DRAWING INDEX

***DRAWINGS TO BE USED IN ACCORDANCE WITH THE ASSOCIATED CONSTRUCTION SPECIFICATIONS**

PROJECT INFORMATION

PROJECT LOCATION:
FROM NORSELAND MN, EAST ON HIGHWAY 22 2.5 MILES, NORTH ON 403RD AVE, SITE ON EAST SIDE OF THE ROAD.

ENGINEER:
CENTROL CROP CONSULTING
ATTN: ELLIOT DE JONGH P.E.
351 BURLINGTON STREET
MARSHALL, MN 56164
970-215-8892

Minnesota NRCS Engineering Job Class: VI

To the best of my professional knowledge, judgement, and belief, the design, construction drawings, and specifications meet applicable NRCS standards and specifications.

DATE: 1-11-23

ELLIOT DE JONGH
T.S.P. NUMBER: 14-9665

ELLIOT DE JONGH REGISTERED PROFESSIONAL ENGINEER No. 52553 1-11-23 STATE OF MINNESOTA

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.

DATE: 1-11-23

ELLIOT DE JONGH

THIS CERTIFICATION COVERS SHEETS #1-#15

LICENSE NUMBER: 52553
LICENSE RENEWAL DATE IS JUNE 30, 2024

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

CENTROL® CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTEAD DAIRY FARMS INC
COVER SHEET
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M. NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: C-1
1 of 15

File Name: ANNEXSTEAD_P-1

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1

ANNEXSTAD DAIRY FARMS INC

EXISTING SITE LAYOUT

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: EX-1
2 of 15

File Name: ANNEXSTAD_P-1

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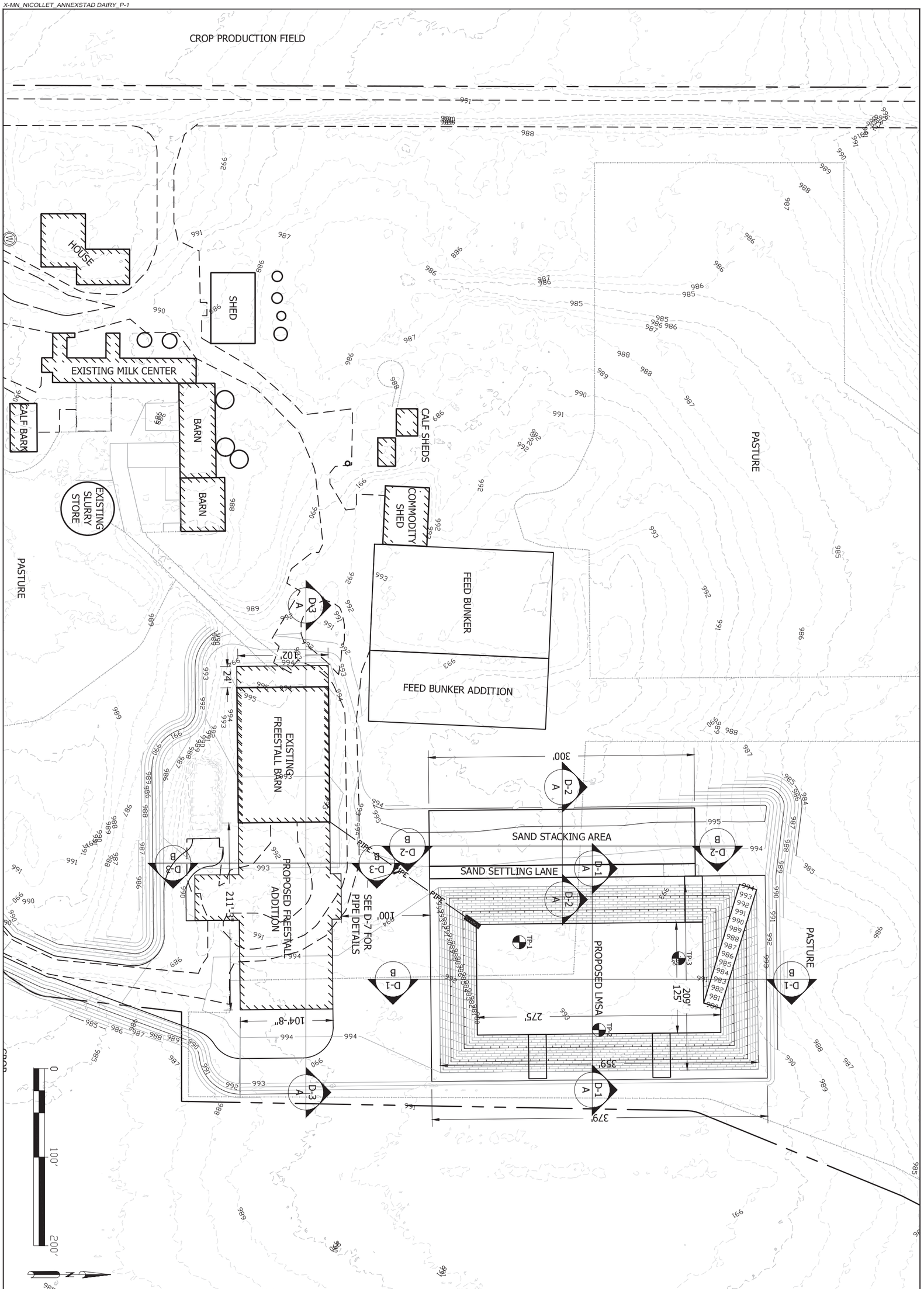
X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1



ANNEXSTAD DAIRY FARMS INC

PROPOSED SITE LAYOUT

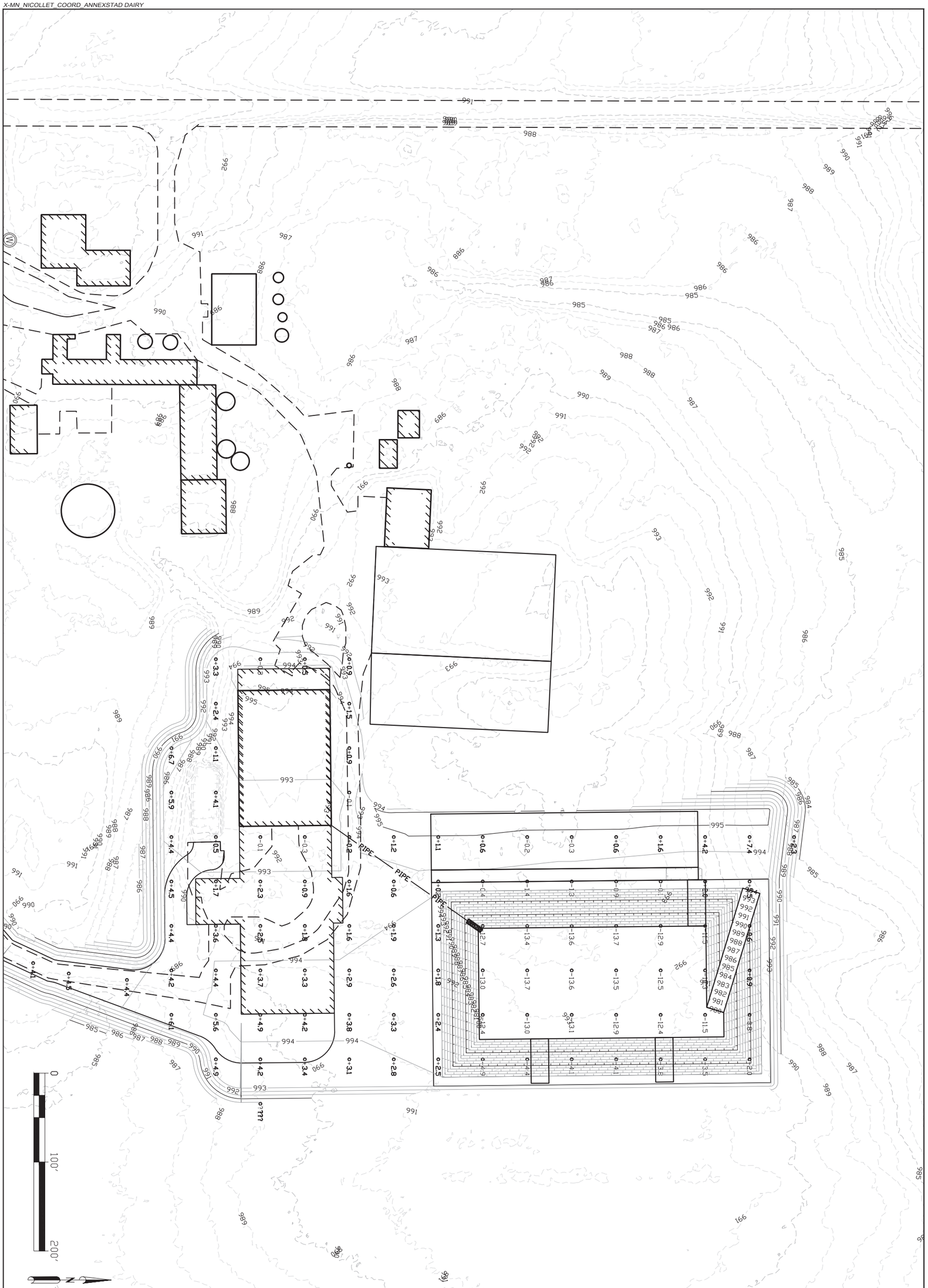
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

Designed by: BL
Drawn by: JL
1/6/2023
Revisions:

Sheet: P-1
3 of 15
File Name: ANNEXSTAD_P-1

X-MN_NICOLLET_COORD_ANNEXSTAD DAIRY



ANNEXSTAD DAIRY FARMS INC

PROPOSED SITE LAYOUT - CUT/FILL

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: P-2
4 of 15

File Name: ANNEXSTAD_P-1

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

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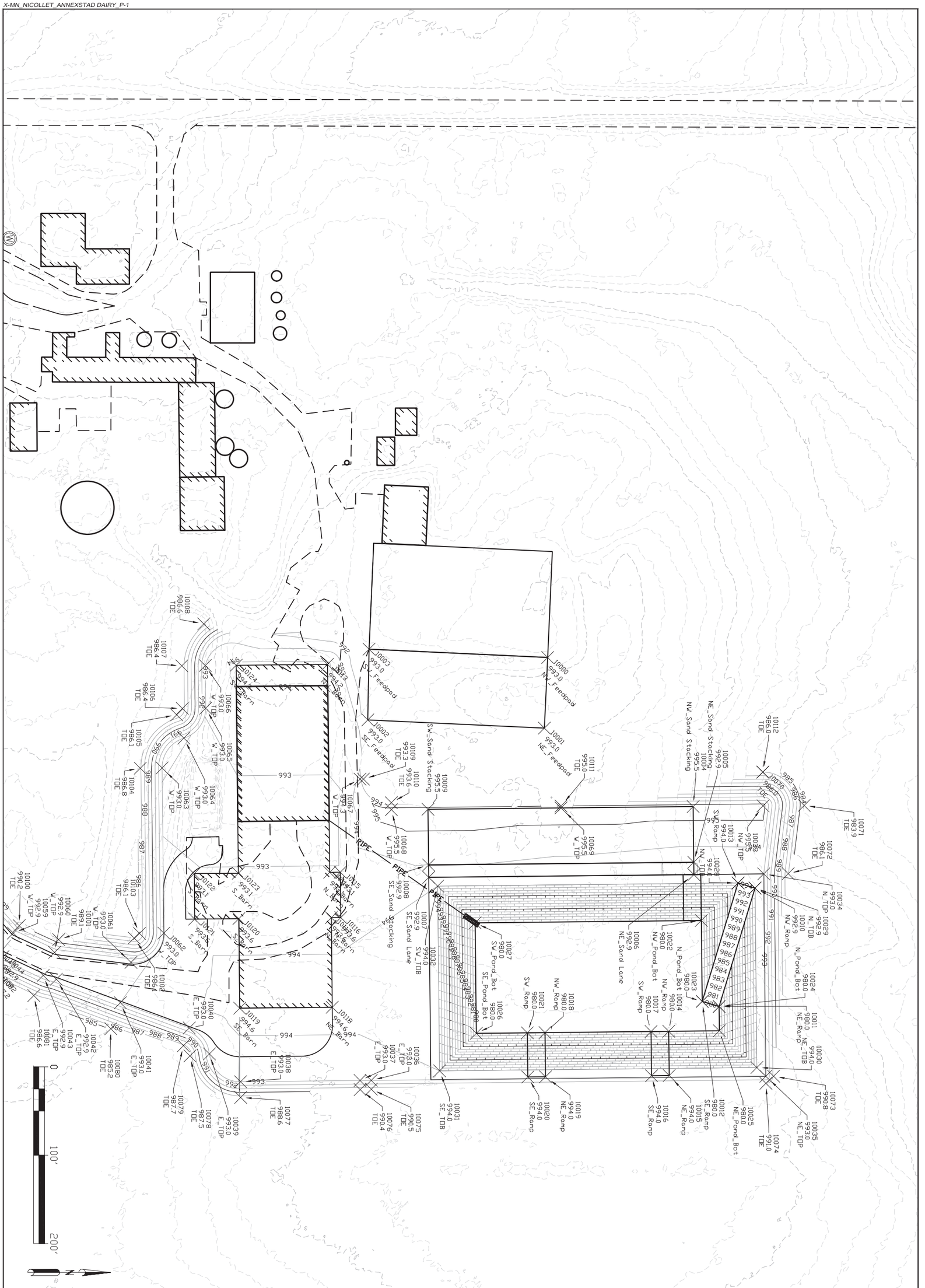
Revisions:

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1



ANNEXSTAD DAIRY FARMS INC

PROPOSED SITE PLAN - STAKEOUT POINTS

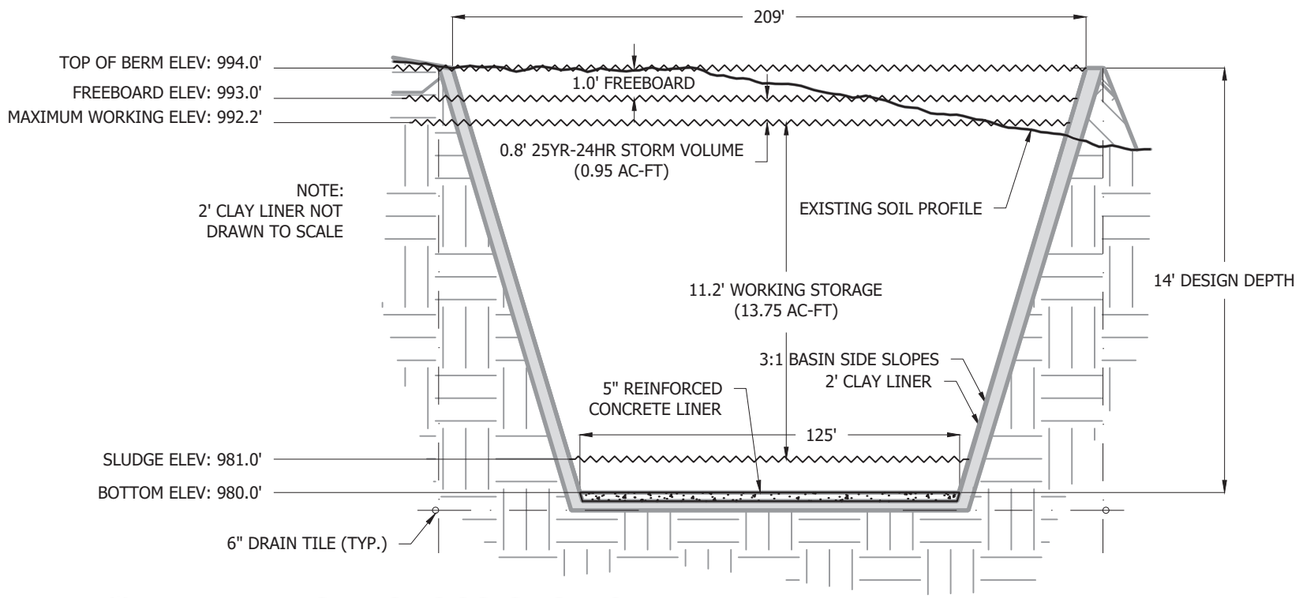
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: P-3
5 of 15

File Name: ANNEXSTAD_P-1

351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

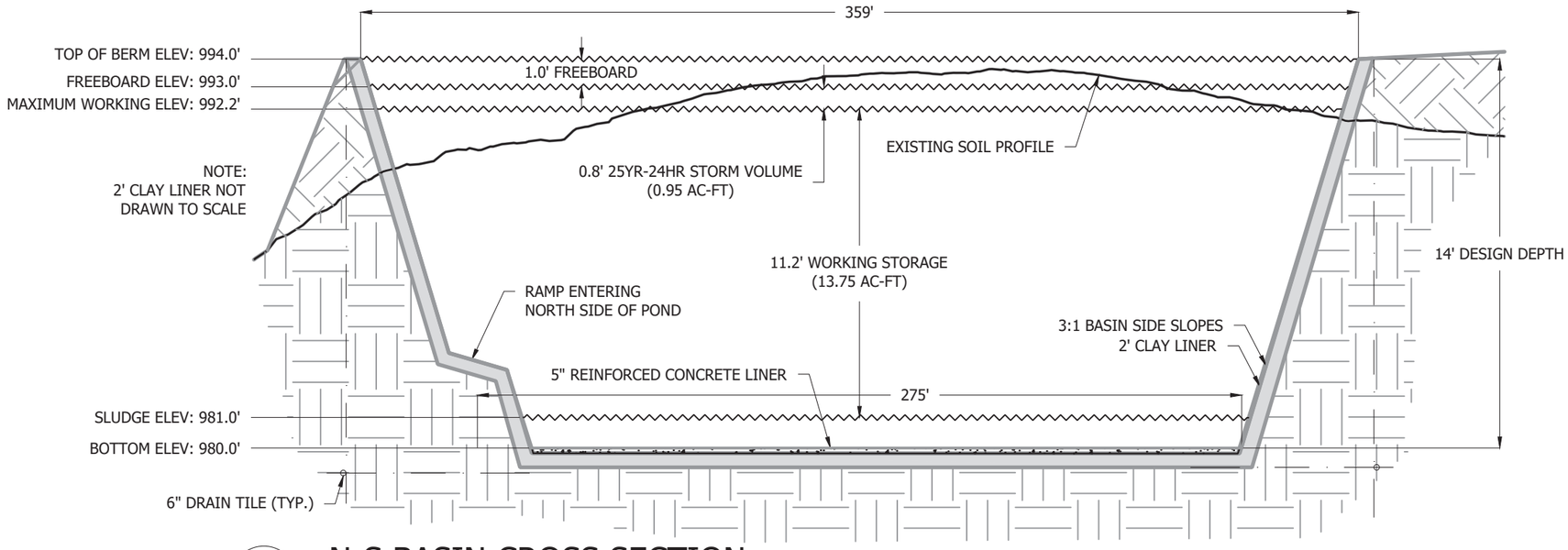
Designed by: BL 1/6/2023
Drawn by: JL
Revisions:



A

E-W BASIN CROSS SECTION

SCALE: 1:50 H, 10:1 V



B

N-S BASIN CROSS SECTION

SCALE: 1:50 H, 10:1 V

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Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

ANNEXSTAD DAIRY FARMS INC

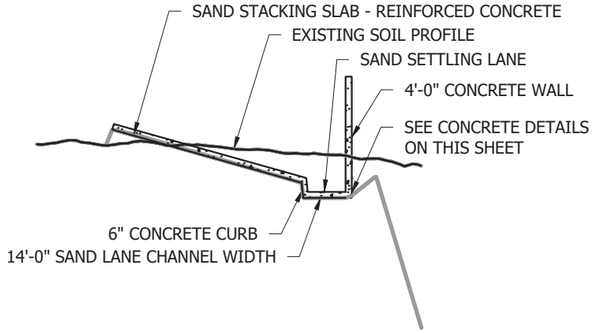
BARN CROSS SECTIONS

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: D-1

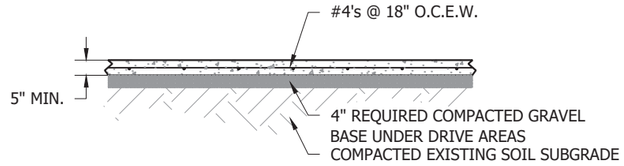
File Name: ANNEXSTAD_P-1

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1



A E-W SANDLANE CROSS SECTION

SCALE: 1:50 H, 10:1 V



1 TYPICAL CONCRETE FLATWORK

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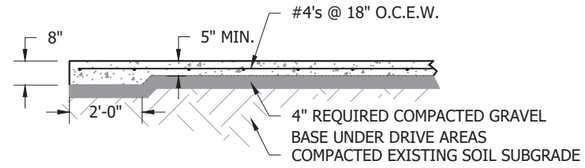

2 THICKENED EDGE CONCRETE FLAT WORK

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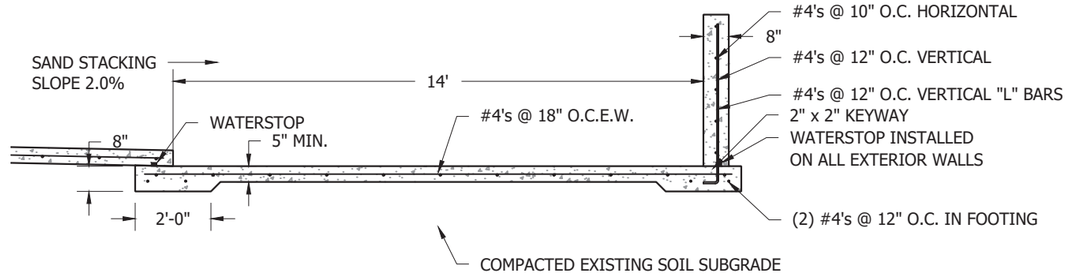
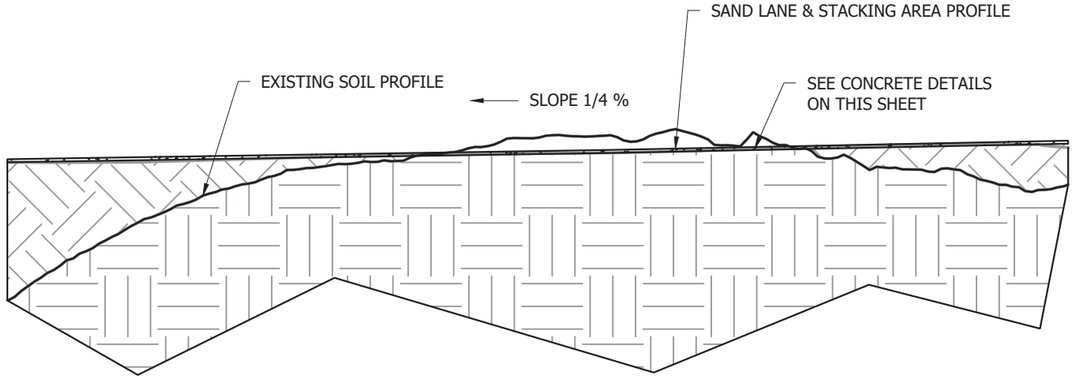
*ALL REBAR GRADE 60



3 SAND LANE CONCRETE DETAILS

Scale: 1/4"= 1'-0"



B N-S SANDLANE CROSS SECTION

SCALE: 1:50 H, 10:1 V

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

ANNEXSTAD DAIRY FARMS INC

BASIN CROSS SECTIONS

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: D-2

File Name: ANNEXSTAD_P-1

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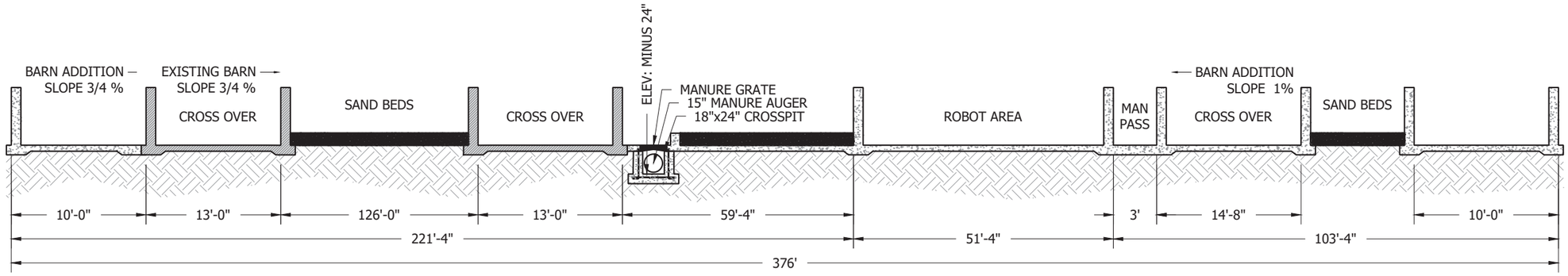

A E-W BARN CROSS SECTION

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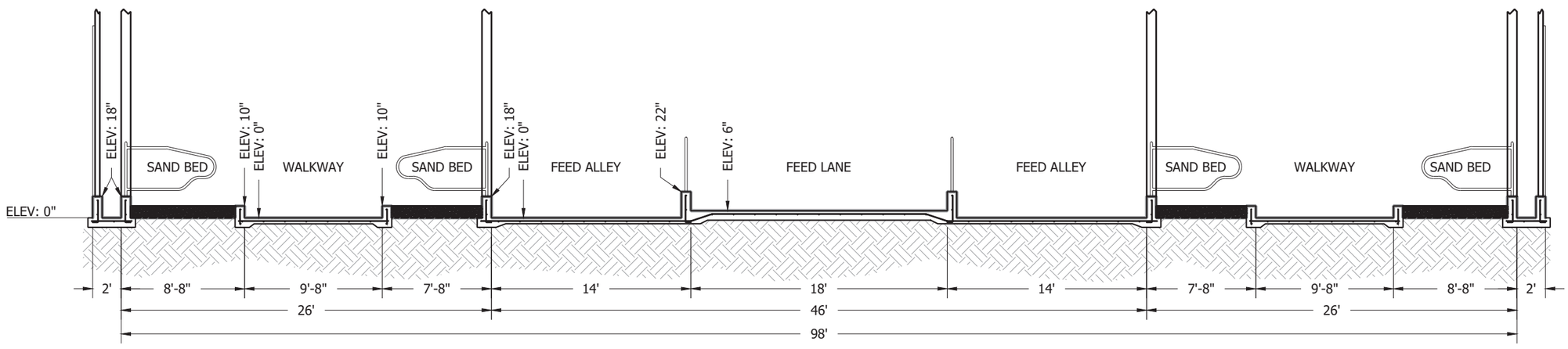

B N-S BARN CROSS SECTION

SCALE: N.T.S.

X:\MN_NICOLLET_ANNEXSTAD DAIRY_P-1

Designed by:
BL 1/6/2023
Drawn by:
JL
Revisions:

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTAD DAIRY FARMS INC
BASIN CROSS SECTIONS
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet:
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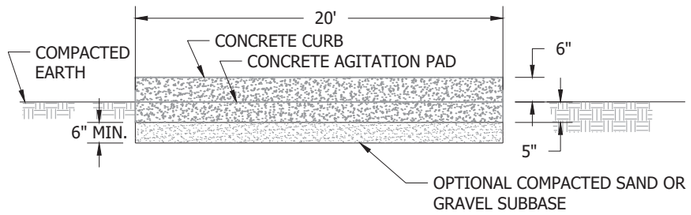
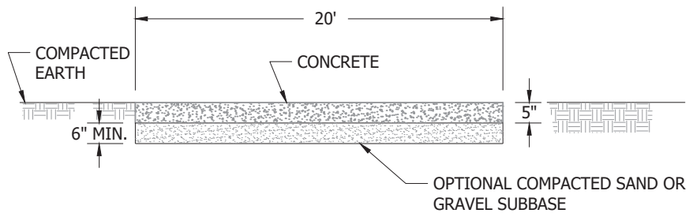
8 of 15

File Name:
ANNEXSTAD_P-1



TYPICAL SECTION K-K



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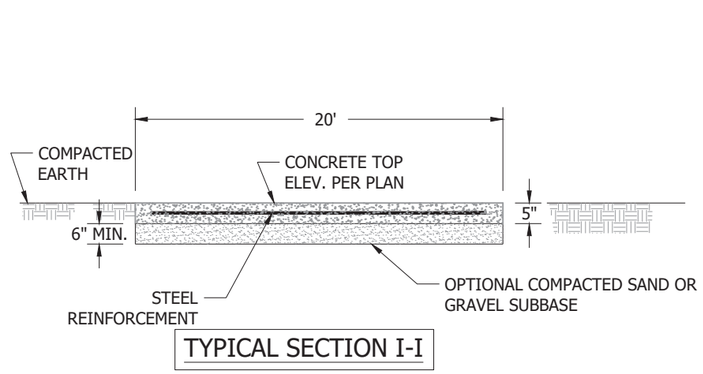
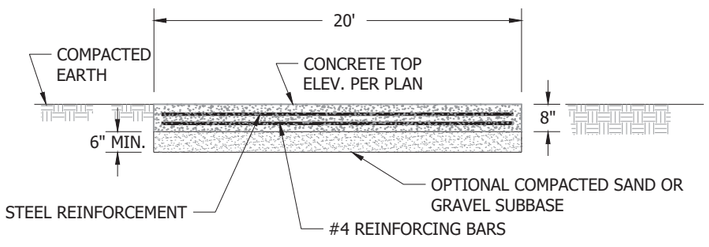
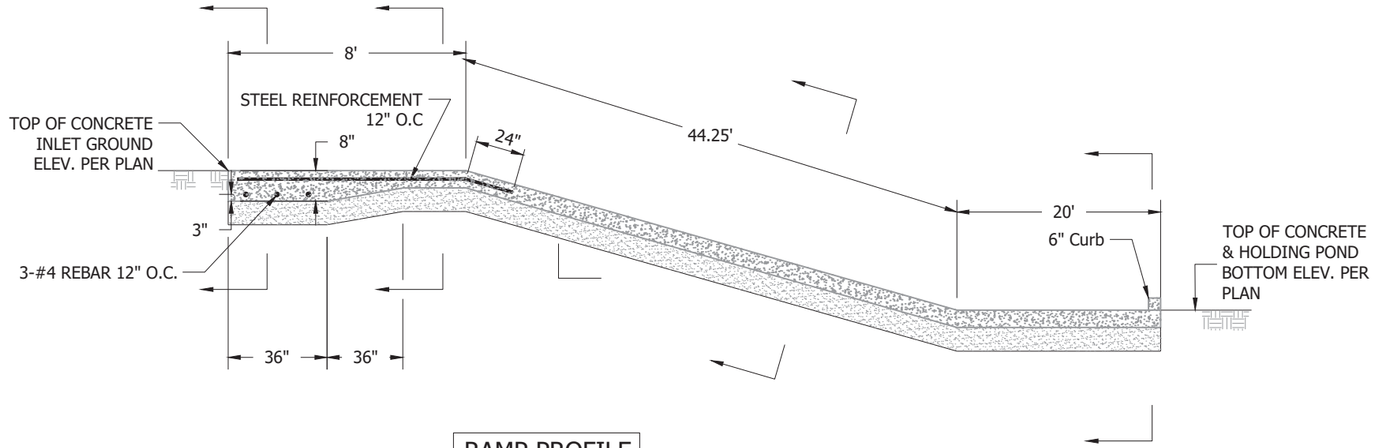


TYPICAL SECTION I-I



TYPICAL SECTION H-H



RAMP PROFILE
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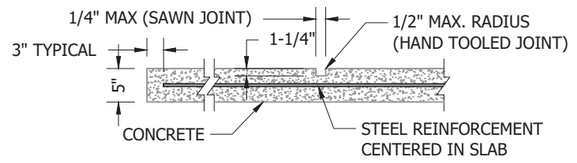

TYPICAL CONTROL JOINT DETAIL AND STEEL REINFORCEMENT DETAILS

MATERIALS NOTES

1. CONCRETE SHALL BE AIR-ENTRAINED.
2. CONCRETE SHALL BE CLASS 4000M (NO LESS THAN 6 BAGS OF CEMENT /CU.YD. AND NO MORE THAN 6 GAL OF WATER /BAG OF CEMENT).
3. THE SAND + GRAVEL SUBBASE MATERIAL SHALL BE CLEAN PIT RUN SAND OR GRAVEL AND WITH LESS THAN 5% BY WEIGHT PASSING THE #200 SIEVE.

CONSTRUCTION NOTES

1. CONTROL JOINTS SHALL DIVIDE THE CHUTE INTO SQUARE OR RECTANGULAR SECTIONS (HORIZONTAL PROJECTION) WITH THE LONGER SIDE BEING NO MORE THAN ONE-AND-A-HALF TIMES THE LENGTH OF THE SHORTER SIDE. THE MAXIMUM SPACING IN THE UNREINFORCED SHALL BE 10 FEET. THE MAXIMUM SPACING IN THE REINFORCED SLAB SHALL BE 50 FEET.
2. ANY FORMS USED IN CONSTRUCTION SHALL BE REMOVED.

RAMP QUANTITIES PER RAMP @ 44.25' (3)		
QUANTITY	UNIT	ITEM
49.9	Cu.Yds.	Excavation
26.8	Cu.Yds.	Sand or Gravel Subbase
23.3	Cu.Yds.	Concrete Class 4000M
200	Sq.Ft.	WWF 6" x 6" W2.9 x W2.9
60	Ln.Ft.	Reinforcing Bars

1 AGITAION RAMP
SCALE: N.T.S.

DRAWING NAME
MN-ENG-607

X:\MN_NICOLLET_ANNEXSTAD DAIRY_P-1

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTAD DAIRY FARMS INC
AGITATION RAMP DETAILS
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

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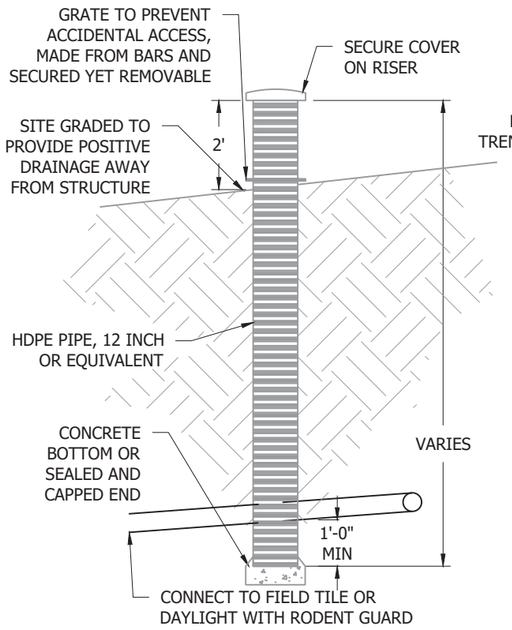
File Name: ANNEXSTAD_P-1



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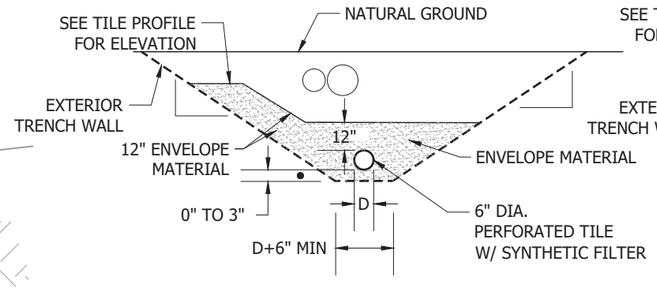
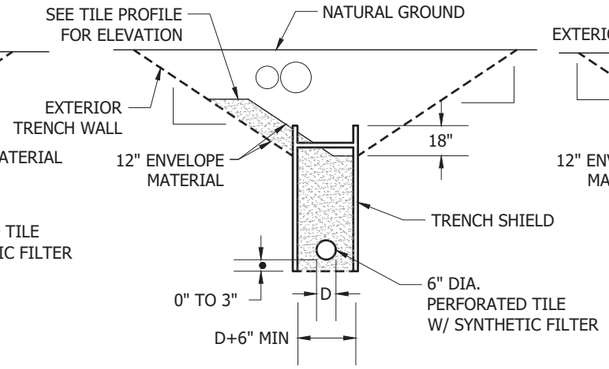
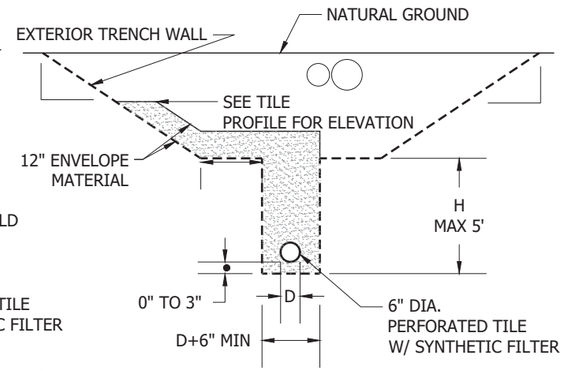
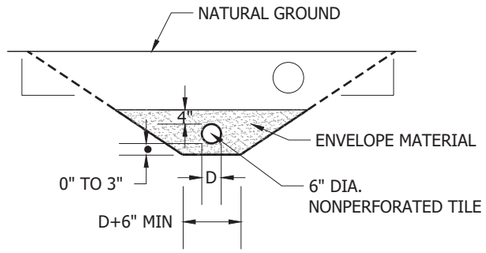


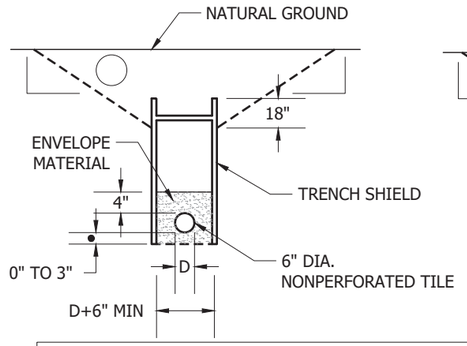


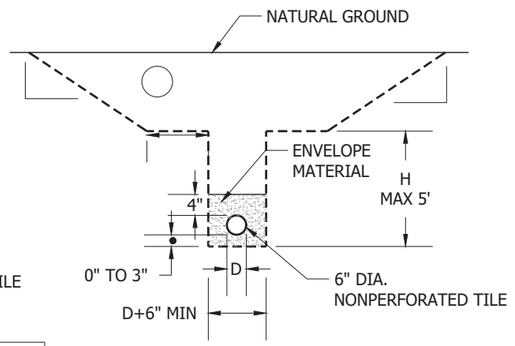


5 FT. < DEPTH OF FILL OVER TILE < 20 FT.

POND TILE TRENCH ALTERNATIVES
(NOT TO SCALE)

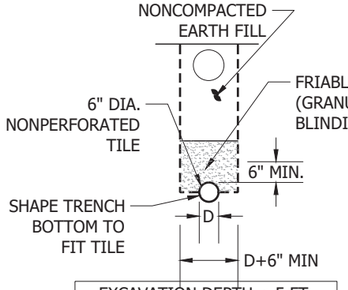






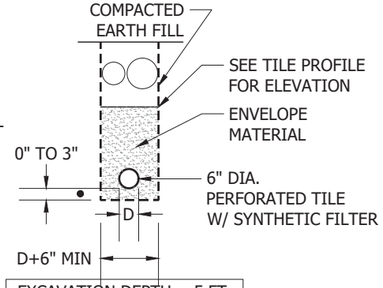
5 FT. < EXCAVATION DEPTH < 20 FT.

OUTLET TILE TRENCH ALTERNATIVES
(NOT TO SCALE)



EXCAVATION DEPTH < 5 FT.

OUTLET TILE TRENCH
(NOT TO SCALE)



EXCAVATION DEPTH < 5 FT.

POND TILE TRENCH
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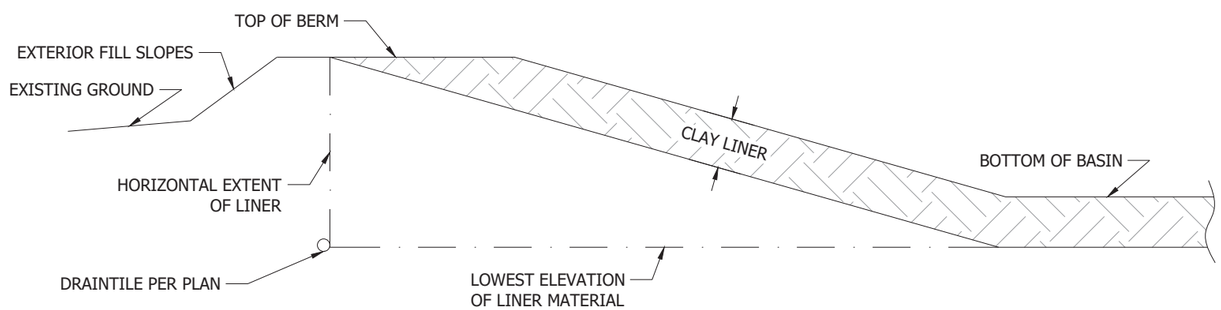

TILE LOCATION IN BERM
(NOT TO SCALE)

SAFETY NOTE

TRENCHES GREATER THAN 5 FEET IN DEPTH SHALL MEET SAFETY STANDARDS AS SHOWN IN THE TILE TRENCH ALTERNATIVES IF PERSONNEL MUST ENTER THE TRENCH.

MATERIAL NOTES

1. THE CORRUGATED THERMOPLASTIC TUBING (TILE) SHALL BE HEAVY DUTY.
2. THE ENVELOPE MATERIAL SHALL BE CLASS I (#67 or #78 WASHED STONE)

CONSTRUCTION NOTES

1. THE ENVELOPE MATERIAL SHALL BE COMPACTED BY PLACING THE MATERIAL IN 12 INCH LIFTS, THEN UNIFORMLY SATURATING EACH LIFT.
2. THE UPPER END OF EACH TILE LINE SHALL BE CAPPED WITH A MANUFACTURED THERMOPLASTIC CAP.
3. THE TUBING SHALL BE INSERTED INTO THE CORRUGATED METAL PIPE OUTLET SECTION A MINIMUM OF 2 FEET AND THE JOINT SHALL BE MORTARED TO FORM A WATERTIGHT SEAL UNLESS A FACTORY TYPE FITTING IS USED TO JOIN THE TILE AND PIPE.

1 **TILE TRENCH DETAILS**

SCALE: N.T.S.

DRAWING NAME MN-ENG-608

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

ANNEXSTAD DAIRY FARMS INC
TILE TRENCH DETAILS
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M. NICOLLET COUNTY, STATE OF MINNESOTA

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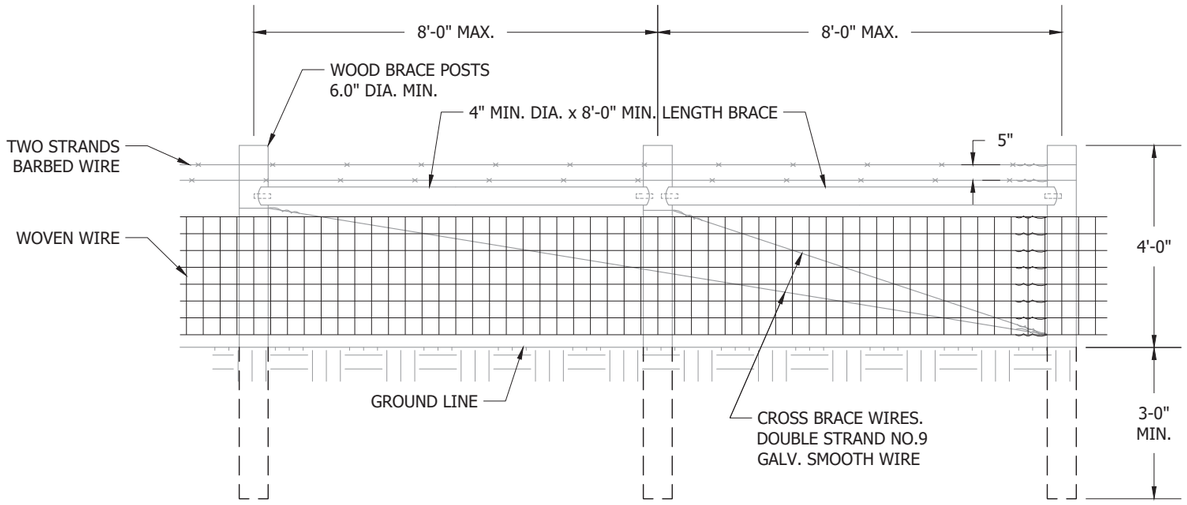
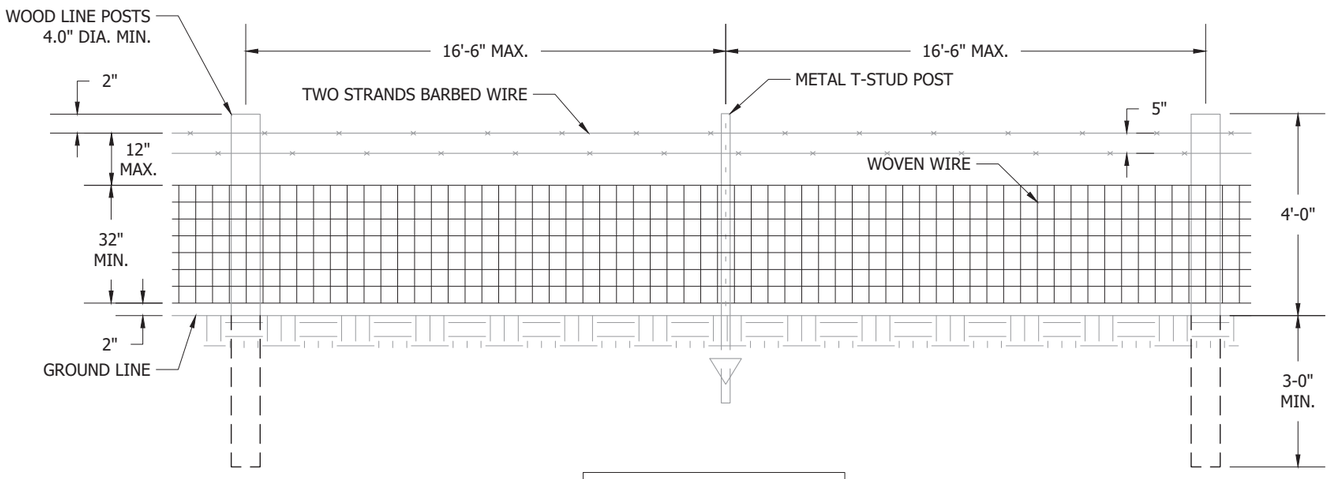
X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1



END PANEL, CORNER, GATE, AND DIRECTION CHANGE ASSEMBLY



LINE FENCE SECTION

MATERIALS NOTES

1. ALL MATERIALS SHALL BE SOUND, NEW, AND FREE OF DECAY AND RUST.
2. TREATED POSTS SHALL BE COMMERCIALLY AVAILABLE PRESSURE TREATED.
3. STEEL LINE POSTS SHALL BE 'TEE' TYPE WITH SUITABLE APPURTENCES FOR FASTENING LINE WIRES AND SHALL HAVE AN ATTACHED ANCHOR PLATE. STEEL POSTS WILL BE PAINTED OR GALVANIZED AND HAVE A MINIMUM WEIGHT OF 1.25 POUNDS PER FOOT EXCLUSIVE OF ANCHOR PLATE.
4. BARBED WIRE SHALL BE TWO TWISTED STRANDS OF 12 1/2 GAUGE OR HEAVIER WIRE WITH 14 GAUGE OR HEAVIER TWO POINT BARBS ON APPROXIMATELY 5 INCH CENTERS. ZINC COATING IS REQUIRED.
5. WOVEN WIRE SHALL BE AT LEAST 32 INCHES HIGH WITH 11 GAUGE OR HEAVIER TOP AND BOTTOM WIRES. LINE AND STAY WIRES SHALL BE 12 1/2 GAUGE OR HEAVIER. ZINC COATING IS REQUIRED.
6. WOVEN WIRE OPENING DIMENSIONS SHALL NOT EXCEED 4" HORIZONTALLY OR VERTICALLY.

CONSTRUCTION NOTES

1. CORNER, END, BRACE, AND PULL POSTS SHALL BE LOCATED AND SET FIRST.
2. WOOD POSTS SHALL BE SET IN HOLES AND BACKFILLED WITH EARTH EXCEPT WHERE OTHERWISE SPECIFIED. WOOD POSTS MAY BE DRIVEN WHEN APPROVED BY THE ENGINEER. STEEL POSTS SHALL BE DRIVEN UNLESS OTHERWISE SPECIFIED.
3. HOLES FOR INSTALLING FENCE POSTS SHALL BE AT LEAST 6 INCHES LARGER THAN THE DIAMETER OR SIDE DIMENSIONS OF THE POSTS.
4. EARTH BACKFILL AROUND POSTS SHALL BE THOROUGHLY TAMPED IN LAYERS NOT THICKER THAN 4 INCHES AND SHALL COMPLETELY FILL THE POSTHOLE UP TO THE GROUND SURFACE.
5. CONCRETE BACKFILL AROUND POSTS SHALL BE RODDED INTO PLACE IN LAYERS NOT THICKER THAN 12 INCHES AND SHALL COMPLETELY FILL THE POSTHOLE TO THE SURFACE OF THE GROUND. BACKFILL, EITHER EARTH OR CONCRETE, SHALL BE CROWNED UP AROUND POSTS AT THE GROUND SURFACE. NO STRESS SHALL BE APPLIED TO POSTS SET IN CONCRETE FOR A PERIOD OF NOT LESS THAN 24 HOURS FOLLOWING THE DEVELOPMENT OF A FIRM SET OF THE CONCRETE.
6. STEEL POSTS SHALL BE USED AT LEAST EVERY 100 FEET FOR GROUNDING PURPOSES. STEEL POSTS MAY BE USED IN LINE CONSTRUCTION. LENGTH OF STEEL POSTS SHALL BE 5.5 FEET SET TO A DEPTH OF 1.5 FEET OR AT LEAST ONE INCH OVER THE ANCHOR PLATE, WHICH EVER IS GREATER.
7. LOCATION AND TYPE OF GATES ARE TO BE DETERMINED BY OWNER.
8. HORIZONTAL BRACE SHOULD BE PLACED APPROXIMATELY 3 FEET ABOVE GROUND.
9. STAPLE NO. 9 CROSS-BRACE, AND FENCE WIRES TO GATE, BRACE AND CORNER POSTS AT QUARTER POINTS OF POSTS.
10. INSTALL 2 STRANDS OF BARBED WIRE ABOVE THE WOVEN WIRE ON 5 INCH SPACINGS.

1 WOVEN WIRE SAFETY FENCE

Scale: N.T.S.

DRAWING NAME
MN-ENG-610A

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTAD DAIRY FARMS INC
SAFETY FENCE DETAILS
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

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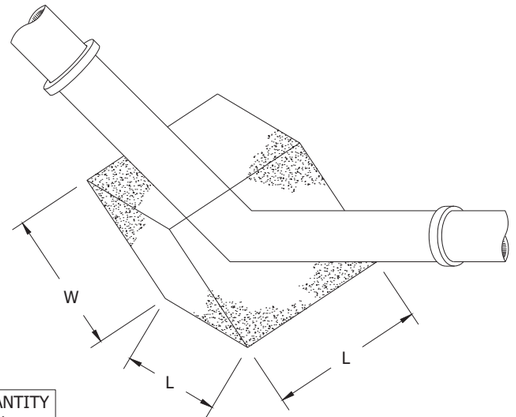
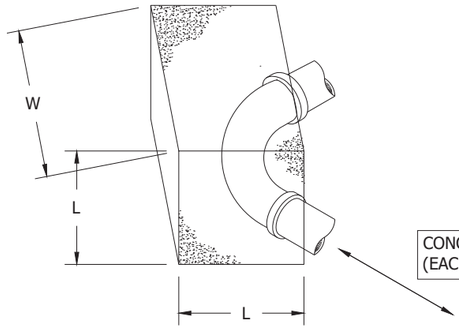
File Name: ANNEXSTAD_P-1

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1



CONCRETE QUANTITY
(EACH): 0.65 CY

45 DEGREE ELBOW



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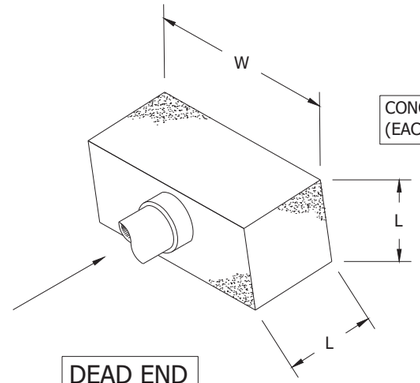
90 DEGREE ELBOW



CONCRETE QUANTITY
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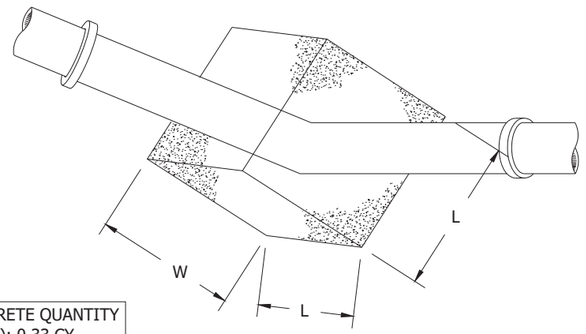
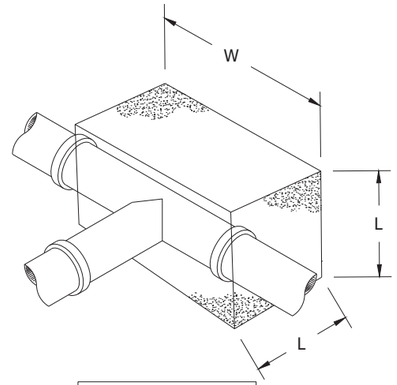
DEAD END



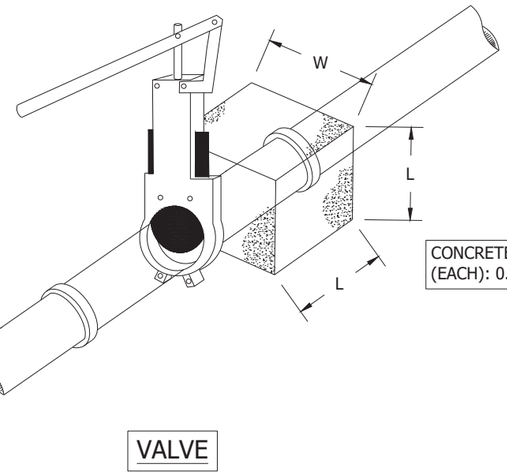
CONCRETE QUANTITY
(EACH): 0.33 CY

22.5 DEGREE ELBOW



CONCRETE QUANTITY
(EACH): 0.84 CY

TEE/WYE



CONCRETE QUANTITY
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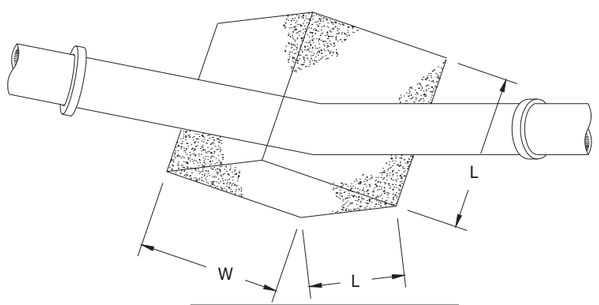
VALVE



CONCRETE QUANTITY
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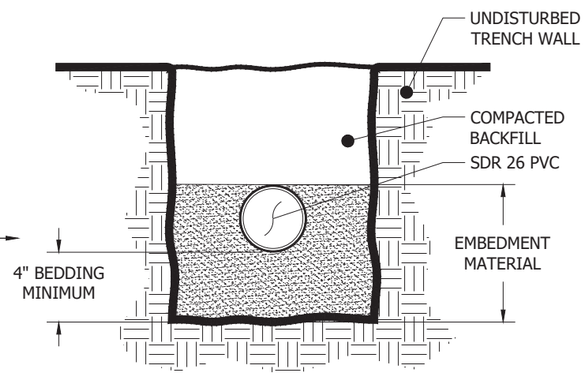
11.25 DEGREE ELBOW



PIPE BEDDING

CONSTRUCTION NOTES:

A = MINIMUM BEARING AREA REQUIRED. (W x L)
QUANTITY = NUMBER OF THRUST BLOCKS REQUIRED
THRUST BLOCKS SHALL:

1. BE CAST IN PLACE
2. ENCASE THE PIPE A MINIMUM OF 8 INCHES ON ALL SIDES.
   THE THRUST BLOCK DIMENSION ON ALL SIDES =
   PIPE DIAMETER + 16 INCHES
3. BE PLACED AGAINST UNDISTURBED OR COMPACTED TRENCH WALL.
4. BE A MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI CONCRETE.
5. IT IS NOT NECESSARY TO FORM THRUST BLOCKS
6. EMBEDMENT MATERIAL MUST BE CLASS I (#67 or #78 WASHED STONE)
7. EMBEDMENT MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 95%
   STANDARD PROCTOR DENSITY FOR CLASS I MATERIAL

DRAWING NAME
WI–730
WI–731

Designed by:
BL 1/6/2023
Drawn by:
JL
Revisions:

CENTROL CROP CONSULTING
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ANNEXSTAD DAIRY FARMS INC

THRUST BLOCK DETAILS

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

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File Name:
ANNEXSTAD_P-1

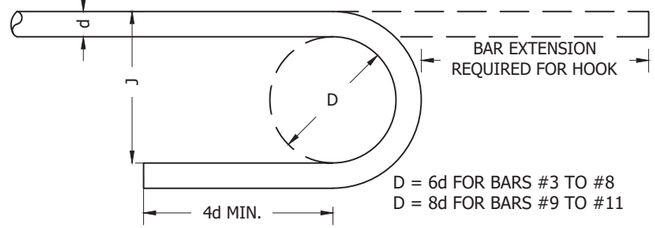
X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1

NOTES

1. QUALITY CONTROL AND TOLERANCES
   a. COLUMN FINISH ELEVATIONS SHALL BE ± 1/4" FROM DESIGN ELEVATION.
   b. WALL ALIGNMENT (HORIZONTAL) SHALL DEVIATE NO MORE THAN 1/4" IN 10 FEET AND NOR MORE THAN 3/4" OVER THE FULL LENGTH OF THE WALL.
   c. WALL BEARING LEDGE ELEVATIONS SHALL BE ±1/4" FROM DESIGN ELEVATIONS IN 10 FEET AND NO MORE THAN 1/2" OVER THE FULL LENGTH OF WALL.
   d. OVERALL FOUNDATION LENGTH AND WIDTH DIMENSIONS AND DIAGONAL DIMENSIONS SHOULD BE WITHIN 1/2" OF PLAN DIMENSIONS.
   e. MINOR HONEYCOMBING SHALL BE REPAIRED ON THE SAME DAY THAT THE FORMS ARE REMOVED. MAJOR HONEYCOMBING (GREATER THAN 1-1/2" DEEP) SHALL BE INSPECTED BY THE ENGINEER AND REPAIRED OR REMOVED AT THEIR DIRECTION.
   f. TEST CYLINDERS: TO BE TAKEN WHENEVER A NEW MIX OR CONCRETE SUPPLIER IS USED AND AT A MINIMUM OF EVERY 150 CUBIC YARDS FOR STRENGTH.
   g. SEE CONSTRUCTION SPECIFICATIONS FOR ALL DETAILS AND REQUIREMENTS IN SECTION 03 00 00.
2. INFORMATION
   a. NOTES AND DETAILS ON THE STRUCTURAL DRAWINGS TAKE PRECEDENCE OVER THESE STRUCTURAL NOTES.
   b. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS BEFORE STARTING WORK. THE ENGINEER SHALL BE NOTIFIED OF ANY CHANGES.
   c. IN NO CASE SHALL DIMENSIONS BE SCALED FROM PLANS, SECTIONS OR DETAILS ON THE STRUCTURAL DRAWINGS.
   d. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE REQUIREMENTS OF THE FOLLOWING CODES:
      i. AMERICAN CONCRETE INSTITUTE (ACI)
      ii. CONCRETE REINFORCING STEEL INSTITUTES (CRSI) MANUAL OF STANDARD PRACTICE
   e. PUMPOUT PIT LOCATIONS ARE SUBJECT TO OWNER APPROVAL
   f. ANY CHANGES TO THE APPROVED SET OF PLANS WITHOUT NOTIFYING THE ENGINEER PRIOR TO SUCH CHANGES ABSOLVES SAID ENGINEER FROM ANY AND ALL RESPONSIBILITY WITH RESPECT TO THE LIABILITY, DAMAGE, OR EXTRA WORK RESULTING FROM SAID CHANGES.
3. WATERSTOP
   a. WATERSTOP CAN BE BENTONITE/BUTYL RUBBER, EQUAL TO WATERSTOP - RX, EXPAND-TITE EXP 200 OR PROVEN EQUAL YET SUITABLE FOR USE WITH LIQUID MANURE WASTES. WATERSTOP SHALL BE PLACED IN ALL CONSTRUCTION JOINTS ON THE FLOOR AND IN THE PERIMETER WALLS. LOCATION AND NUMBER OF CONSTRUCTION JOINTS ARE TO BE DETERMINED BY THE CONTRACTOR.
   b. IF REQUIRED, WATERSTOP SPLICES TO BE MADE USING A SPLICING IRON.
   c. ALL SLABS ON GRADE THAT HAVE A VERTICAL WALL ON TOP SHALL HAVE A KEYWAY AND WATERSTOP AT THE SLAB/WALL INTERFACE.
4. COLD WEATHER CONCRETING
   a. WHEN FOR MORE THAN 3 SUCCESSIVE DAYS, THE MEAN DAILY TEMPERATURE DROPS BELOW 40 DEG F, THE CONTRACTOR SHALL PLACE AND PROTECT THE CONCRETE IN ACCORDANCE WITH ACI 306.
5. HOT WEATHER CONCRETING
   a. WHEN IT IS LIKELY THAT TEMPERATURES BETWEEN 75 DEG F AND 100 DEG F WILL BE APPROACHED OR EXCEEDED; THAT LOW RELATIVE HUMIDITY IS PRESENT; OR WIND VELOCITY WILL EXCEED 10 MPH, THE CONTRACTOR SHALL PLACE AND PROTECT THE CONCRETE IN ACCORDANCE WITH CHAPTERS 4 & 5 OF ACI 305.
6. ELECTRICAL
   a. INSTALL REINFORCING BARS AS PER ELECTRICAL CODE AND GROUND AT A MINIMUM NUMBER OF LOCATIONS AS PER ELECTRIC CODE. NOTIFY THE ELECTRICAL INSPECTOR FOR INSPECTION PRIOR TO PLACING CONCRETE.
7. TEMPORARY BRACING AND BACKFILL
   a. PROVIDE TEMPORARY LATERAL SUPPORT FOR ALL WALLS WHERE GRADE VARIES ON THE TWO SIDES UNTIL THE PERMANENT STRUCTURAL SUPPORT SYSTEM IS IN PLACE.
   b. BACKFILL ONLY AFTER THE FLOOR SLATS OR SOLID FLOOR HAS BEEN INSTALLED AND ALL ITEMS THOROUGHLY GROUTED AND CURED.
8. SUBGRADE
   a. EXISTING DISTURBED SUBGRADE SHALL BE RECOMPACTED TO 95% OF STANDARD PROCTOR DENSITY
   b. ALL FILL UNDER FOOTINGS AND SLAB SHALL BE COMPACTED TO A DRY DENSITY OF AT LEAST 95% OF MAXIMUM DRY DENSITY.
   c. SAND FILL AS REQUIRED FOR LEVELING SUBGRADES SHALL BE PROVIDED AT ALL SLAB ON GRADE AREAS.
9. FOOTINGS AND FOUNDATIONS
   a. SOIL BEARING DESIGN VALUE: 2,000 PSF (ASSUMED) ON VIRGIN SOIL OR COMPACTED FILL FOR FOOTINGS.
   b. PROTECT FOUNDATION EXCAVATIONS FROM FROST AND DO NOT PLACE CONCRETE ON FROZEN GROUND.
   c. FOUNDATION EXCAVATION SHALL BE KEPT FREE OF LOOSE MATERIAL AND STANDING WATER.
   d. FOOTINGS AND FLOOR SHALL BE ON NATIVE CLAY SOIL, OVER EXCAVATION AND PLACEMENT MAY BE NECESSARY ALONG BARN.
10. PERIMETER DRAINAGE
   a. INSTALL THE DRAINAGE TILE AT A MINIMUM DEPTH OF THE BOTTOM OF WALL FOOTER.
   b. THE DRAIN TILE SHALL BE HEAVY DUTY PERFORATED POLYETHYLENE TUBING 4" DIAMETER AS A MINIMUM.
   c. CONNECT THE DRAIN TILE TO A SUMP FOR INSPECTION AND POTENTIAL DEWATERING INTO PIT ONLY. MONITOR WATER DEPTH PRIOR TO PUMPING PITS.
11. REINFORCED CONCRETE
   a. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF F'c = 4,000 PSI
   b. WATER CEMENT RATIO SHALL BE 0.45 MAXIMUM.
   c. CEMENT SHALL CONFORM TO ASTM C150, TYPE 1.
   d. COARSE AGGREGATE SHALL BE 3/4" MAX.
   e. READY-MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C94.
   f. SLUMP SHALL BE MAXIMUM OF 5".
   g. AIR CONTENT SHALL BE 5% TO 7%.
   h. ALL EXPOSED CONCRETE SHALL HAVE ENTRAINED AIR ADMIXTURE
   i. CONCRETE WORK SHALL CONFORM TO ALL THE REQUIREMENTS OF ACI 301
   j. ADMIXTURES MAY BE USED WITH PRIOR APPROVAL OF THE ENGINEER FOR THE PURPOSED OF INCREASING THE WORKABILITY BUT NOT TO REDUCE THE SPECIFIED MINIMUM CEMENT CONTENT. CALCIUM CHLORIDE SHALL NOT BE USED.
   k. CONCRETE SHALL BE CURED WITH CURING COMPOUND OR OTHER ACCEPTABLE METHODS
   l. CONCRETE IN ALL WALLS SHALL BE ALLOWED TO CURE FOR A MINIMUM OF 14 DAYS BEFORE BACKFILL IS PLACED AGAINST WALLS. EXERCISE CAUTION WHEN BACKFILLING TO BRING UP THE LEVEL UNIFORMLY ON ALL SIDES OF TANKS AND PITS.
   m. NO CONSTRUCTION JOINTS SHALL BE LOCATED IN THE END WALLS. IF REQUIRED, CONSTRUCTION JOINTS IN WALLS SHALL NOT BE LOCATED WITH IN 3 FEET OF PUMPOUT PITS.
12. REINFORCING STEEL
   a. BAR REINFORCEMENT SHALL BE ASTM A615, F'y = GRADE 60 (60,000 PSI) DEFORMED STEEL
   b. MINIMUM LAP SPLICE OF REINFORCING BAR, BASED ON ACI 318, CLASS B, SHALL BE AS FOLLOWED, UNLESS NOTED OTHERWISE:
      #3 BARS = 15"
      #4 BARS = 20"
      #5 BARS = 24"
      #6 BARS = 30"
      #7 BARS = 36"
      #8 BARS = 42"
   c. REINFORCING STEEL SHALL BE PROVIDED WITH THE FOLLOWING MINIMUM COVER UNLESS NOTED OTHERWISE:
   i. CONCRETE PLACED AGAINST EARTH = 3"
   ii. FORMED CONCRETE EXPOSED TO WEATHER OR EARTH:
      1. #6 THROUGH #8 BARS = 2"
      2. #5 BARS AND SMALLER = 1 1/2"
      3. STIRRUPS AND TIES = 1 1/2"
   d. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS AND INSERTS SHALL BE SECURED IN POSITION WITH WIRE POSITIONERS, OR EQUAL, BEFORE PLACING CONCRETE.
   e. DOWELS BETWEEN FOOTINGS AND WALLS SHALL BE THE SAME GRADE SIZE AND SPACING AS VERTICAL WALL REINFORCEMENT.
   f. ALL LAP SPLICES SHALL BE TIED AT 3 LOCATIONS.

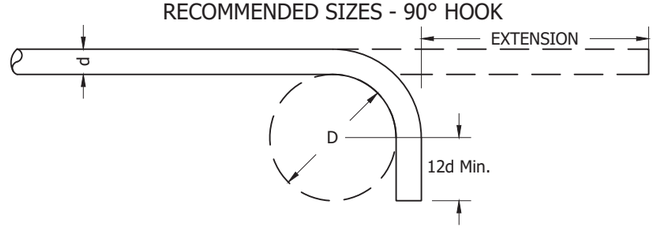
ALSO SEE ASSOCIATED CONSTRUCTION SPECIFICATIONS INCLUDED WITH PROJECT DOCUMENTS

RECOMMENDED SIZES - 180° HOOK



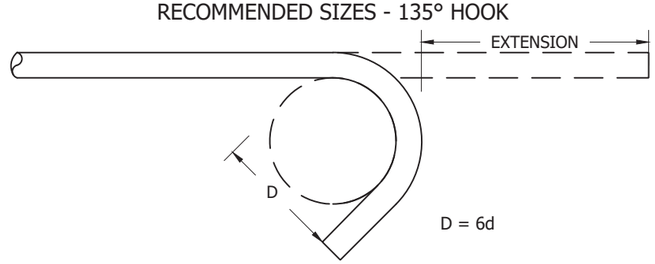
BAR SIZE (d)	(inches)	BAR EXTENSION (inches)	J (inches)
#2	1/4"	4"	2"
#3	3/8"	5"	3"
#4	1/2"	6"	4"
#5	5/8"	7"	5"
#6	3/4"	8"	6"
#7	7/8"	10"	7"
#8	1"	11"	8"
#9	1-1/8"	1'-3"	11-1/4"
#10	1-1/4"	1'-5"	1'- 3/4"
#11	1-3/8"	1'-7"	1'-2 1/4"

RECOMMENDED SIZES - 90° HOOK



BAR SIZE (d)	(inches)	BAR EXTENSION (inches)
#2	1/4"	3 1/2"
#3	3/8"	6"
#4	1/2"	8"
#5	5/8"	10"
#6	3/4"	1'-0"
#7	7/8"	1'-2"
#8	1"	1'-4"
#9	1-1/8"	1'-7"
#10	1-1/4"	1'-10"
#11	1-3/8"	2'-0"

RECOMMENDED SIZES - 135° HOOK



BAR SIZE (d)	(inches)	BAR EXTENSION (inches)
#2	1/4"	3-1/2"
#3	3/8"	4"
#4	1/2"	4-1/2"
#5	5/8"	5-1/2"

NOTE: STIRRUP HOOKS MAY BE BENT TO THE DIAMETER OF THE SUPPORTING BARS

1 STANDARD HOOK DETAILS

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTAD DAIRY FARMS INC
CONCRETE DETAILS
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M. NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: D-8
13 of 15

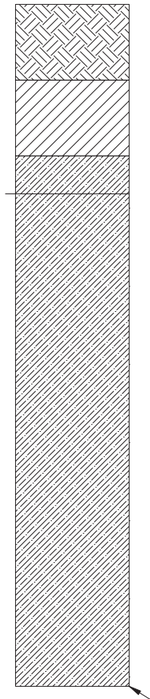
File Name: ANNEXSTAD_P-1

X:\MN_NICOLLET_ANNEXSTAD DAIRY_P-1

TEST PITS EXCAVATED ON THE PROPOSED SITE FOR SUBSURFACE GEOTECHNICAL EVALUATION

PROJECT: ANNEXSTEAD DAIRY FARMS INC. - PROPOSED EARTHEN LMSA
DATE: DECEMBER 8, 2022
BY: CENTROL CROP CONSULTING, BL

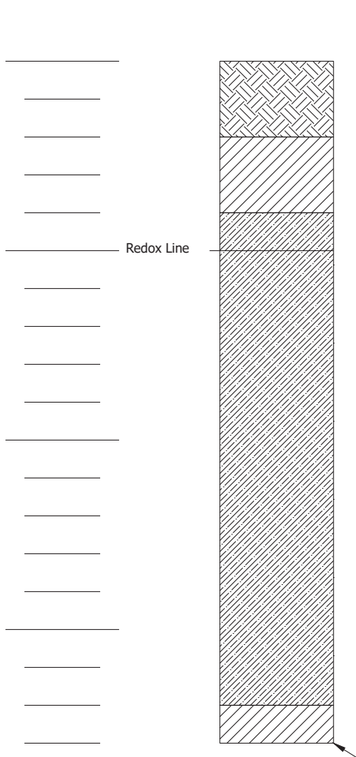
SITE ELEV.	DEPTH BELOW GRADE (FT)	TEST PIT #1 N44°23'50.41" W94°04'15.47"	DESCRIPTION	USCS SYMBOL
994.0'	0		Black - 10YR2/1 Top Soil	CL
			Light Brownish Gray - 10YR6/2 Lean Clay	CL
989.0'	5	Redox Line	Grayish Brown - 10YR5/2 Lean Clay	CL
984.0'	10			
979.0'	15			



Bottom of test pit, pit excavated and filled in using an excavator per MDH requirements.

Scale: 1/4" = 1'-0"

SITE ELEVATION	DEPTH BELOW GRADE (FT)	TEST PIT #2 N44°23'51.29" W94°04'14.10"	DESCRIPTION	USCS SYMBOL
992.5'	0		Black - 10YR2/1 Top Soil	CL
			Light Gray - 10YR7/2 Lean Clay	CL
987.5'	5	Redox Line	Dark Yellowish Brown - 10YR4/6 Lean Clay	CL
982.5'	10			
977.5'	15		Black 10YR2/1 "Blue Clay" Lean Clay	CL



Bottom of test pit, pit excavated and filled in using an excavator per MDH requirements.

Scale: 1/4" = 1'-0"

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

ANNEXSTAD DAIRY FARMS INC
GEOTECHNICAL NOTES
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: G-1
14 of 15

File Name: ANNEXSTAD_P-1

X:\MN_NICOLLET_ANNEXSTAD DAIRY_P-1

TEST PITS EXCAVATED ON THE PROPOSED SITE FOR SUBSURFACE GEOTECHNICAL EVALUATION

PROJECT: ANNEXSTEAD DAIRY FARMS INC. - PROPOSED EARTHEN LMSA
DATE: DECEMBER 8, 2022
BY: CENTROL CROP CONSULTING, BL

SITE ELEV.	DEPTH BELOW GRADE (FT)	TEST PIT #1 N44°23'52.18" W94°04'15.21"	DESCRIPTION	USCS SYMBOL
992.0'	0		Black - 10YR2/1 Top Soil	CL
			Light Brownish Gray - 10YR6/2 Brownish Yellow - 10YR6/6 Lean Clay Mixture	CL
987.0'	5	Redox Line	Dark Yellowish Brown - 10YR4/6 Lean Clay	CL
982.0'	10			
977.0'	15			

Bottom of test pit, pit excavated and filled in using an excavator per MDH requirements.

Scale: 1/4" = 1'-0"

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTAD DAIRY FARMS INC
GEOTECHNICAL NOTES
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: G-2
15 of 15

File Name: ANNEXSTAD_P-1

Construction Specifications

Annexstad

Dairy Farms Inc

Manure Storage Pit

Prepared by:

CENTROL CROP CONSULTING

351 Burlington Circle

Marshall, MN 56258

Contents

CERTIFICATION

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

Date: 1-11-23

Elliot De Jongh Lic No: 52553

SECTION 01 10 00 SUMMARY OF WORK

SCOPE:

The work shall consist of the excavation of soil and the construction of a liquid manure waste storage structure for a Dairy production facility. All work shall be completed according the construction plans associated with the project and in accordance with the current regulations.

SECTION 01 40 00 QUALITY REQUIREMENTS

QUALITY ASSURANCE/QUALITY CONTROL PLAN:

1. Prior to construction the following actions must be completed:
    a. Obtain any local and state permits for the proposed facility
    b. Hold a preconstruction meeting with owner, contractors, and the engineer
    c. Inform both the engineer and local permitting agency three days prior to construction
2. Contractor must complete the following during construction:
    a. Have the engineer's approval prior to placing concrete and contact the engineer a minimum of six hours prior to concrete placement
    b. Implement concrete testing at the proposed minimum rate of one sample every 150 cubic yard placed. Test for: slump/strength/air per ASTM standards. Collected samples will be broke in a certified testing facility and reported to the engineer and owner.
    c. Additional testing will be required if concrete is provided by an alternative supplier or with an alternative mix. The first truck shall be tested according to ASTM standards and any changes must be documented and reported.
3. Pit floor must meet the following prior to concrete placement:
    a. Electrical inspector shall be notified prior to the placement of concrete in the pit floor.
    b. Reinforcement steel must be inspected by the engineer or certified individual to ensure size, ties, and chairs are implemented as per the plans.
    c. Drainage tile must be installed if required on the plans. Installation must be according to the specifications and include pea rock or ¼" to ½" crushed rock as noted on the plans.
4. Pit walls must meet the following prior to concrete placement:
    a. Contact the engineer and electrical inspector with adequate notice.
    b. Forms, reinforcing steel, tile, and waterstop inspected by the engineer.
    c. Perimeter drainage implemented with tile or pumping.
    d. Obtain approval from the electrical inspector for grounding.
5. Backfilling must not be completed until the following are completed:
    a. All defects in concrete have been repaired.
    b. Perimeter drainage system installed including inspection port or pump.
    c. Exterior of pit is clear of vegetation and organic material.
    d. Have engineer's approval prior to backfilling.

6. Site finish work shall include:
    a. Finished grading around building and site for proper drainage and operations as per owner's and engineer's approval.
    b. Safety signs installed at each pumpout pit.
    c. Pumpout pit covers in place.
    d. Signature from concrete contractor on MPCA Construction Inspection Form
7. Final inspections completed by engineer shall include:
    a. Completed construction report to owner and regulatory agency.

SECTION 01 50 00 TEMPORARY FACILITIES

Utilities:

1. Temporary utilities if needed shall be coordinated with the utility providers and contractor for the following services:
    a. Electricity
    b. Water
    c. Communications
    d. Gas
    e. Sanitary services for site personnel

SECTION 02 21 00 SURVEYS

Survey:

Site survey data will be collected using available topographic information. Contractor shall be responsible for staking the project according to relative grades, proposed locations and site features. A control benchmark with an assumed elevation will be placed on site for preliminary design purposes. Do not destroy benchmarks.

SECTION 02 32 00 GEOTECHNICAL INVESTIGATIONS

Test pits:

Subsurface geotechnical investigations will be completed for use in the design of the project. Results from the site investigation will be made available in the design documents for the project, specifically the construction plans. The accuracy or completeness of this information is not guaranteed by the Owner or Engineer and shall not be considered part of the contract plans or specifications.

SECTION 03 00 00 CONCRETE

SCOPE OF WORK

The work shall consist of furnishing, forming, placing, finishing, and curing portland cement concrete as required to build the structures presented in the project drawings, details and construction QA/QC and specifications.

FORMS

1. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces.

2. Form Coatings: Provide commercial formulation form coating compounds that will not bond with, stain, nor adversely affect concrete surfaces.

3. Form Ties: Factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units which will leave no metal closer than 1-1/2 inches to surface

4. Placement of concrete on mud, dried earth, uncompacted fill will not be permitted.

REINFORCING MATERIALS

1. Reinforcing Bars: ASTM A-615, Grade 60, deformed.

CONCRETE MATERIALS

1. Portland Cement: ASTM C-150, Type I.
2. Fly Ash: ASTM C-618, Type C or Type F. Limit use of fly ash to not exceed 25 percent of cement content by weight.
3. Normal Weight Aggregates: ASTM C-33. The maximum aggregate size shall be 1 1/2 inches.
4. Water: Drinkable.
5. Air-Entraining Admixture: ASTM C-260, certified by manufacturer to be compatible with other required admixtures.
6. Water Reducing Admixture: ASTM C-494, Type A, and containing not more than 0.1 percent chloride ions.

RELATED MATERIALS

1. Granular Base: Evenly graded mixture of fine and coarse aggregates to provide, when compacted, a smooth and even surface below slabs on grade
2. Non-Shrink Grout: CRD-C 621, factory pre-mixed grout.
3. Liquid Membrane-Forming Curing Compound: Liquid type membrane forming curing compound complying with ASTM C-309, Type I, Class A.
4. Epoxy Adhesive: ASTM C-881, two component material suitable for use on dry or damp surfaces. Epoxy shall be Sikadur Hi-Mod, Sika Chemical Company or equal.
5. Waterstop shall be of one of the following:
   a. PVC waterstops shall be 3/16" x 4".
   b. Waterstop Plus TM or equal.
6. Joint sealant shall be one of the following or equal.
   a. Sikadur CJR.

   b. b) Sikadur 51 NS/SL
   c. Unitex Pro-Flex Flexible Epoxy Control Joint Sealer
   d. Sonneborn Epolith-P
   e. Sonneborn Epolith-G
7. Expansion joints shall be 1/2" inch Sonoflex-F (polyethelene foam expansion joint filler or equal).

DESIGN OF MIXES

1. 4000 psi 28-day compressive strength; W/C ratio as below, air content as below:
   a. Adjustment to Concrete Mixes: Mix design adjustments may be requested by contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by architect/engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by architect/engineer before using in work.
2. Admixtures: Use water-reducing admixture or high range water reducing admixture (super plasticizer) in concrete as required for placement and workability. Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content of 5% - 7%.
3. Water-Cement Ratio: Provide concrete for following conditions with maximum water-cement (W/C) ratios as follows:
   a. Subjected to watertight; W/C 0.45 maximum.
4. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
   a. Ramps, slabs, and sloping surfaces: Not more than 3 inches.
   b. Other Concrete: Not less than 1 inch nor more than 5 inches.

CONCRETE MIXING

1. Ready-Mix Concrete: Comply with requirements of ASTM C-94, and as herein specified.
2. Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

FORMS

1. Design, erect, support, brace, and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure.
2. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.
3. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

PLACING REINFORCEMENT AND JOINTS

1. Comply with Concrete Reinforcing Steel Institutes recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
   a. Avoiding cutting or puncturing vapor retarder
   b. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.

   c. Accurately position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
   d. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations.
2. Construction Joints: Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to architect/engineer. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints, except as otherwise indicated.
3. Isolation Joints in Slab-On Ground: Construct isolation joints in slab-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams, and elsewhere as indicated.
   a. Joint filler and sealant materials shall be used according to manufacturer's instructions.
4. Contraction (Control) Joints in Slabs-On-Ground: Construct contraction joints in slabs-on-ground to form panels of patterns as shown. Use saw cuts 1/8" x 1/4 slab depth or inserts 1/4" wide x 1/4 of slab depth, unless otherwise indicated. Form contraction joints by inserting premolded plastic, hardboard or fiberboard strip into fresh concrete until top surface of strip is flush with slab surface. Tool slab edges round on each side of insert. After concrete has cured, remove inserts and clean groove of loose debris. Contraction joints in unexposed floor slabs may be formed by saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregate. If joint pattern not shown, provide joints not exceeding 20 feet in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third-bays).

PREPARATION OF FORM SURFACES

1. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.
2. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.
3. Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with inplace concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
4. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

CONCRETE PLACEMENT

1. Preplacement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
2. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", and as herein specified. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

3. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints. Consolidate placed concrete by mechanical vibrating equipment supplemented by handspading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
4. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations. Maintain reinforcing in proper position during concrete placement operations.
5. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
    a. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F (32 degrees C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is contractor's option.
    b. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
    c. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
6. Cold Weather Placing: When cold weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 306 and as herein specified:
    a. Warm water or aggregate before mixing to maintain concrete temperature at time of placement above 40 degrees F. The temperature of the water shall be below 165 degrees F.
    b. Before placing concrete at low temperatures, all subgrade, forms, or reinforcement surfaces with which the concrete may come in contact, should be heated to remove any ice or snow and to prevent freezing of the concrete.
    c. The concrete shall be kept above 32 degrees F for a minimum of 24 hours. Corners and edges are very critical.

CONCRETE CURING AND PROTECTION

1. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than seven (7) days. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period. B. Curing Methods: Perform curing of concrete by curing and sealing compound, by moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified. Provide curing and sealing compound to exposed interior slabs and to exterior slabs, walks, and curbs, as follows:
2. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours) in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

REMOVAL OF FORMS

Formwork not supporting weight of concrete, such as sides of walls, walks and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg. F (10 deg. C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

CONCRETE SURFACE REPAIRS

1. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to architect/engineer. Cut out honeycomb, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
2. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of architect/engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.
3. Repair of Unformed Surfaces: Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01 inches wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions. Repair defective areas, except random cracks and single holes not exceeding one (1) inch diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4- inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete. Repair isolated random cracks and single holes not over 1- inch in diameter by drypack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of 1-part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.

FREEZE THAW PROTECTION

A minimum of 2’ of water/manure should be in the pit prior to freezing conditions. This is particularly important if there are no animals in the facility. After the pit is constructed and prior to use or during use, the concrete floor and subgrade must be protected from freezing.

SECTION 03 40 00 PRECAST CONCRETE

A cut sheet regarding the details of the design and strengths of the slats and beams shall be provided by the manufacturer. Design specifications shall meet the recommendations of the MWPS-36, Rectangular Concrete Manure Storage Handbook.

SECTION 10 14 00 SIGNAGE

SCOPE:

1. Warning signs must be placed at each potential access point to the manure pit where a confined space could have manure gases. The signs must read:

   DANGER, POISINOUS GAS IN PIT, KEEP OUT!

SECTION 31 01 00 EARTHWORK/GRADING

SCOPE:

1. The work consists of the construction of and renovation of all earth embankments, earthfill areas, and earth backfills required by the drawings and specifications.
2. Earthfill is composed of natural earth materials that can be placed and compacted by construction equipment operated in a conventional manner.
3. Earth backfill is composed of natural earth material placed and compacted in confined spaces or adjacent to structures (including pipes) by hand tamping, manually directed power tampers, or vibrating plates, or their equivalent.
4. All areas not classified as structural fill or grading for pavement area shall be compacted to class C specifications.

WORK NOT INCLUDED:

Subsurface geotechnical investigation excavations to be completed by the owner.

DEFINITIONS:

1. Grading: Earthmoving operations performed to bring subgrade and/or final grade to proper contours, compaction, and other requirements of this section.
   A. Rough Grading: Generally refers to operations involving bulk moving of soils.
   B. For the purposes of this section, grading refers to both rough grading and fine grading required to provide the specified product.
2. Finished/Fine Grading: refers to operations to achieve the final finished smooth surface.
   A. Grade: The elevation at the top of a soil stratum.
   B. Final Grade or Finished Grade: The elevation of the top surface of soil, pavement, or other soil covering of the completed work.
   C. Subgrade:
      a. The elevation of the interface between native or imported soil and topsoil, pond liner, other soil covering, or the lowest stratum of pavement.

b. The elevation of the interface between native undisturbed soil and bulk fill placements.

D. Subgrade Soil: The soil (undisturbed or placed as fill) below the subgrade elevation.

REFERENCES:

ASTM D-698, Moisture Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5 lb. Rammer and 12 inch Drop. In this section, maximum density determined by ASTM D 698 is referred to as Standard Density.

SURVEY

Finish grades of the site will be in reference to the structure and owners site grading preferences. No final survey will be completed however site grading must be implemented to ensure proper site drainage and adequate room for equipment operations, specifically commodity and animal delivery and shipping. Final grades to be approved by the owner at time of completion.

STOCKPILE AREAS:

Any excess material shall be disposed of on-site at the locations specified by the landowner. Excess material will be graded away from the building while allowing positive drainage away from the structure.

OFF-SITE DISPOSAL:

No material shall be taken off-site unless approved by the owner.

IMPORTED FILL:

No imported fill shall be needed. If it is determined and agreed upon by the landowner that additional fill material must be imported, this will be a separate contract item and price determined at that time.

SOIL REPORTS

Soil reports will be made available at the time of construction. The reports show subsurface conditions at discrete locations. Continuity of subsurface conditions between test locations cannot be assured. The owner nor its representatives can neither make nor confirm interpretations from these reports.

MATERIALS

FILL SOIL:

1. All fill material shall be obtained from required excavations and designated borrow areas. The selection, blending, routing, and disposition of material in the various fills shall be subject to approval by the engineer.
2. Fill materials shall contain no frozen soil, sod, brush, roots, or other perishable material. Rock particles larger than the maximum size specified for each type of fill shall be removed prior to compaction of the fill.

3. The types of material used in the various fills shall be as listed and described in the specifications and drawings.

REJECTED FILL SOIL:

Excavated material which in the opinion of a qualified engineer, are unsuitable for use as subgrade soil shall be used in less critical area as defined by the engineer.

TOPSOIL:

Reuse on-site topsoil: Place topsoil free of subsoil, roots, and rocks larger than 1 1/2 inch.

IMPORTED SOIL:

Only if needed will off-site soil be certified by a Geotechnical Engineer.

ROCK EXCAVATION:

Material that cannot be dislodged with heavy duty excavator shall be classified as rock excavation. Typical materials classified as rock excavation are boulders larger than ½ cy, bedrock strata, rock ledges.

WATER:

Contractor will supply water used for construction. It will also be the contractor's responsibility to provide means of handling water.

EXECUTION

UTILITIES:

1. Locate known below-grade utilities. Request locates from utility companies, including but not limited to: water, sewer, storm sewer, telephone, electrical power, natural gas, and cable television.
2. Flag and protect those utilities to remain.
3. No representation is made by the landowner or Centrol Crop Consulting to the existence or non-existence of underground utilities. It is the contractor's responsibility to request a locate prior to construction.

GRADING - GENERAL:

1. Foundation preparation:
   Foundations for earthfill shall be stripped to remove vegetation and other unsuitable material or shall be excavated as specified.

   Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and shall be scarified parallel to the axis of the fill or otherwise acceptably scored and loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the earthfill, and the surface material of the foundation shall

be compacted and bonded with the first layer of earthfill as specified for subsequent layers of earthfill.

Earth abutment surfaces shall be free of loose, uncompacted earth in excess of 2 inches in depth normal to the slope and shall be at a moisture content that the earthfill can be compacted against them to produce a good bond between the fill and the abutments.

Rock foundation and abutment surfaces shall be cleared of all loose material by hand or other effective means and shall be free of standing water when fill is placed upon them. Occasional rock outcrops in earth foundations for earthfill shall not require special treatment if they do not interfere with compaction of the foundation and initial layers of the fill or the bond between the foundation and the fill.

Foundation and abutment surfaces shall be no steeper than one horizontal to one vertical unless otherwise specified. Test pits or other cavities shall be filled with compacted earthfill conforming to the specifications for the earthfill to be placed upon the foundation.

2. Placement
   Earthfill shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected and approved by the engineer. Earthfill shall not be placed upon a frozen surface nor shall snow, ice, or frozen material be incorporated in the earthfill matrix.

   Earthfill shall be placed in approximately horizontal layers. The thickness of each layer before compaction shall not exceed a maximum thickness of 10” for class C compaction and 8” for class A compaction. Materials placed by dumping in piles or windrows shall be spread uniformly to not more than the specified thickness before being compacted.

   Hand compacted earth backfill shall be placed in layers whose thickness before compaction does not exceed the maximum thickness specified for layers of earth backfill compacted by manually directed power tampers. Earth backfill shall be placed in a manner that prevents damage to the structures and allows the structures to assume the loads from the earth backfill gradually and uniformly. The height of the earth backfill adjacent to a structure shall be increased at approximately the same rate on all sides of the structure.

3. Control of moisture content
   During placement and compaction of earthfill and earth backfill, the moisture content of the material being placed shall be maintained within the specified range.

   The application of water to the earthfill material shall be accomplished at the borrow areas in so far as practicable. Water may be applied by sprinkling the material after placement on the earthfill if necessary. Uniform moisture distribution shall be obtained by disking.

Material that is too wet when deposited on the earthfill shall either be removed or be dried to the specified moisture content prior to compaction.

If the top surface of the preceding layer of compacted earthfill, a foundation, or abutment surface in the zone of contact with the earthfill becomes too dry to permit suitable bond, it shall either be removed or scarified and moistened by sprinkling to an acceptable moisture content before placement of the next layer of earthfill.

4. Compaction

Earthfill—Earthfill shall be compacted according to the following requirements for the class of compaction specified:

a. Class A Compaction
    i. Each layer of earthfill shall be compacted as necessary to provide the density of the earthfill matrix not less than the minimum density specified in soil report or identified on the drawings. The earthfill matrix is defined as the portion of the earthfill material finer than the maximum particle size used in the compaction test method specified.
b. Class B compaction
    i. Each layer of earthfill shall be compacted to a mass density not less than the minimum density specified.
c. Class C compaction
    i. Each layer of earthfill shall be compacted by the specified number of passes of the type and weight of roller or other equipment specified or by an approved equivalent method. Each pass shall consist of at least one passage of the roller wheel or drum over the entire surface of the layer.

Earth backfill—Earth backfill adjacent to structures shall be compacted to a density equivalent to that of the surrounding in place earth material or adjacent required earthfill or earth backfill. Compaction shall be accomplished by hand tamping or manually directed power tampers, plate vibrators, walk-behind, miniature, or self-propelled rollers. Unless otherwise specified heavy equipment including backhoe mounted power tampers or vibrating compactors and manually directed vibrating rollers shall not be operated within 2 feet of any structure. Towed or self-propelled vibrating rollers shall not be operated within 5 feet of any structure. Compaction by means of drop weights operating from a crane or hoist is not permitted.

The passage of heavy equipment will not be allowed:

i. Over cast-in-place conduits within 14-days after placement of the concrete
ii. Over cradled or bedded precast conduits within 7 days after placement of the concrete cradle bedding.
iii. Over any type of conduit until the backfill has been placed above the top surface of the structure to a height equal to one-half the clear span width of the

structure or pipe or 2 feet, whichever is greater, except as may be specified otherwise.

When the required strength of the concrete is not specified, compaction of earth backfill adjacent to structures shall not be started until the following time intervals have elapsed after placement of the concrete.

Structure	Time interval (days)
Vertical or near-vertical walls with earth loading on one side only	14
Walls backfilled on both sides simultaneously	7
Conduits and spillway risers, cast-in-place (with inside forms in place)	7
Conduits and spillway risers, cast-in-place (inside forms removed)	14
Conduits, pre-cast, cradled	2
Conduits, pre-cast, bedded	1
Cantilever outlet bents (backfilled both sides simultaneously)	3

5. Reworking or removal and replacement of defective earthfill:
   Earthfill placed at densities lower than the specified minimum density or at moisture contents outside the specified acceptable range of moisture content or otherwise not conforming to the requirements of the specifications shall be reworked to meet the requirements or removed and replaced by acceptable earthfill. The replacement earthfill and the foundation, abutment, and earthfill surfaces upon which it is placed shall conform to all requirements of this specification for foundation preparation, approval, placement, moisture control, and compaction.
6. Coordinate work with trenching for underground utilities.
7. Rock excavation is not anticipated. If rock is encountered, notify engineer Do not perform rock excavation until rock surface can be cross-sectioned and classified.
8. Protect newly graded areas from the action of wind and water. Restore grade where settlement or washing occurs.

ALL OTHER EARTHFILL AREAS:

All areas not otherwise specified shall be compacted to meet class C compaction as outlined above

SECTION 31 23 00 - DRAINAGE

SCOPE:

1. A perimeter tile shall be installed to keep the elevation of the water table below the bottom of the storage liner of liquid manure waste.
2. Perimeter tile must be located one foot outside of the footing of the structure and consist of 4 inch heavy duty polyethylene perforated agricultural drainage pipe. An inspection port must be included for use in sampling and inspecting the system for proper operation.
3. The tile must be bedded and covered with pea rock or crushed rock ¼" to ½" in size.

4. Tile may be installed prior to site construction for dewatering purposes as decided by the owner, engineer, and contractor. If so, the tile must be installed a minimum of 4 feet outside the location of the proposed footer and at least 2 feet below the floor of the pit. Installation must be with a backhoe or trencher and not with a tile plow. Gradient of the tile shall be 0.2 feet per 100 feet of length to the sump.
5. Prior to backfilling the trench, all construction debris and organic material must be removed.

O&M: PLAN FOR OPERATIONS, MAINTENACE, AND INSPECTIONS

OVERVIEW

Waste storage pits provide temporary storage of manure or other process waters until the waste is managed as a soil nutrient resource. The manager of this facility must carry out periodic operation and maintenance activities to assure the components perform to their intended function. The following checklist is provided as an aid for developing a good operation and maintenance plan.

OPERATION CHECKLIST

- ☐ Routine inspections of perimeter of structure for evidence of structural fatigue or cracking.

- ☐ Inspect perimeter tile regularly and at least 2 weeks prior to emptying the pit to ensure no ground water is present. If water levels are present, fix the system so that it can operate correctly and thus relieve the hydrostatic pressure prior to emptying the pit.

- ☐ Inspect tile water quality for changes in odor or color. If detected notify the engineer or MPCA immediately and stop the flow of the tile line.

- ☐ Inspect and properly maintain all pump pit covers and tile inspection ports.

- ☐ Inspect posted signs at each pump pit which must state:

  "DANGER – POISONOUS GAS PIT- KEEP OUT!"

- ☐ Monitor liquid levels in the pit on a quarterly basis using a measuring stick. Note any changes in potential increase in water production which may increase the need for storage. Washing activities and water line breaks must be considered.

- ☐ Keep a record of inspections in a dedicated file for future reference.

Construction Short Form

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Animal feedlot or manure storage area permit application

CSF and Interim Permit Program

Doc Type: Permit Application

Applicability: Use this form to obtain, modify, or extend the term of a construction short form (CSF) or interim permit when a feedlot meets both of the following:

- The feedlot is located in a delegated county.
  - Map of delegated counties: https://www.pca.state.mn.us/sites/default/files/wq-f1-12.pdf
- The feedlot does not meet or exceed a federal large Concentrated Animal Feeding Operation (CAFO) threshold.
  - Table of large CAFO thresholds: https://www3.epa.gov/npdes/pubs/sector_table.pdf

All other feedlots must use the MPCA online permit application service available at: https://webapp.pca.state.mn.us/services/login/. After completing and signing this form, submit it and any required enclosures to the County Feedlot Officer (CFO).

Keep a copy of this application form and all submittals for your records.

I. Permit type and reason for application

Feedlot Registration Number: 103-97816

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

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

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

☒ New Permit
(No existing CSF or interim permit)

☐ Permit Modification
(Changes to sites with an existing CSF or interim permit)

☐ Permit Extension - Current CSF or Interim Permit number: _____
(Work not completed prior to permit expiration)

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

Estimated amount of time required to complete the work: _____ ☐ days ☐ months
Note: The length of the extension is limited to 24 months for CSF permits and 90 days for interim permits

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

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

Primary owner – Will be used as the mailing address

Name: Rolf Annexstad
Address: 38171 403rd Ave.
City: St. Peter State: MN
Phone: 507-995-4940 Zip: 56082
Email: rolfannex@gmail.com

Additional owner – attach additional sheets as necessary

Name: Michael Annexstad
Address: 38005 403rd Ave.
City: St. Peter State: MN
Phone: 507-995-0675 Zip: 56082
Email: mikecannex@gmail.com

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

III. Facility name and site address

Site Name: Annexstad Dairy Farms Inc.
☐ Facility is a MN Ag Water Quality Certified Farm (MAWQCP)
Complete if facility address is different than the primary owner address:
Street: 38171 403rd Ave.
City: St. Peter State: MN
Phone: 507-995-4940 Zip: 56082

Contact person for day-to-day activities

Name: Rolf Annexstad
Street: 38171 403rd Ave.
City: St. Peter State: MN
Phone: Zip: 56082
Cell phone: 507-995-4940
Email: rolfannex@gmail.com
(General letters/notices may be sent by email where one is indicated.)

ADDITIONAL OWNERS:

Jean Annexstad

38171 403rd Ave.

St. Peter MN 56082

507-479-0433

jeanannexstad@gmail.com

IV. Facility location

County: Nicollet Township name: Lake Prairie

Township (26 – 71 or 101 – 168)	Range (1 – 51)	Section (1 – 36)	¼ Section (160 acre) (NW, NE, SW, SE)	¼ of ¼ Section (40 acre) (NW, NE, SW, SE)
T 111 N	R 27 W	28	NE	NE

V. Sensitive features

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

   If Yes, select all types below

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

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

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

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

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

   If Yes, complete a. and b. below:

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

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

6. Is any part of the facility located within 1,000 feet of a well: ☒ Yes ☐ No

   If Yes, complete a. and b. below:

   a. What is the shortest distance from a well to any animal holding area? 135 ft.

      What is the shortest distance from a well to any manure storage area? 135 ft.

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

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

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

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

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

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

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

☐ Yes ☒ No

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

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

VII. Animal numbers and animal unit (AU) calculation

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

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

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

		***Current* facility capacity**		***Final* facility capacity** (Current +/- Changes)	
1. Animal type	**2. Animal unit factor**	**3. Head count**	**4. Animal units** = column 2 x column 3	**5. Head count**	**6. Animal units** = column 2 x column 5
A. Dairy cattle					
Mature cow (milked or dry) over 1,000 lbs.	1.4	183	256.2	300	420
Mature cow (milked or dry) under 1,000 lbs.	1.0				
Heifer	0.7	51	35.7	95	66.5
Calf	0.2	30	6	50	10
B. Veal					
Veal	0.2				
C. Beef cattle					
Slaughter steer/heifer, stock cow, or bull	1.0				
Feeder cattle (stocker or backgrounding), heifer	0.7				
Cow and calf pair	1.2				
Calf (weaned)	0.2				
D. Swine					
Over 300 lbs.	0.4				
Between 55 and 300 lbs.	0.3				
Under 55 lbs.	0.05				
E. Horses					
Horse	1.0				
F. Sheep					
Sheep or Lamb	0.1				
G. Chickens with a *liquid* manure system					
Layer Hens or Broilers	0.033				
H. Chickens with a *dry* manure system					
Broilers over 5 lbs.	0.005				
Broilers under 5 lbs.	0.003				
Layer Hens over 5 lbs.	0.005				
Layer Hens under 5 lbs.	0.003				
I. Turkeys					
Over 5 lbs.	0.018				
Under 5 lbs.	0.005				
J. Ducks					
Duck (with a liquid manure handling system)	0.01				
Duck (with a dry manure handling system)	0.01				
K. Animals not listed in A to J (AU factor in column 2 = average weight of the animal type divided by 1,000 lbs.)					
Animal type:					
Total animal unit capacity Add all numbers in column 4 for Current AU total			**Current AU capacity**		**Final AU capacity**
Add all numbers in column 6 for Final AU total			**297.9**		**496.5**

VIII. Animal holding areas

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

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

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

List each animal holding area in a separate column

Animal holding area ID	*Use the far right column for non-rectangular holding areas*					*Non-Rectangular*
Facility Site Sketch ID (i.e., #1, A, Barn 1)	1- Freestall	2- Parlor	3- Holding Area	4- Calf Barn	5- Freestall	6-Heifer Barns
Status: (check one box only) *Proposed* - not permitted previously or permitted but not yet operational *Existing* - current operational component	☐Proposed ☒Existing ☐Eliminating	☐Proposed ☒Existing ☐Eliminating	☐Proposed ☒Existing ☐Eliminating	☐Proposed ☒Existing ☐Eliminating	☒Proposed ☐Existing ☐Eliminating	☐Proposed ☒Existing ☐Eliminating

List approximate holding area dimensions in feet

Type of animal holding areas	*(If non-rectangular, use the far right column and list surface area)* *Length X Width*	*Length X Width*	*Length X Width*	*Length X Width*	*Length X Width*	*Non-Rectangular (Surface Area)*
Total confinement barn with underfloor pit Underfloor pit maximum depth (ft) Underfloor pit volume (gal)	X Pit Depth: gal	X Pit Depth: gal	X Pit Depth: gal	X Pit Depth: gal	X Pit Depth: gal	sq. ft Pit Depth: gal
Total confinement barn	102' X 153'	X	X	32' X 54'	104' X 211'	sq. ft
Partial confinement barn	X	X	X	X	X	9,120 sq. ft
Associated open lot dimensions (list area for non-rectangular lots)	X sq. ft	X sq. ft	X sq. ft	X sq. ft	X sq. ft	X 6,410 sq. ft
Open lot	X	X	X	X	X	sq. ft
Individual animal housing area (i.e., calf huts/hutches that house one animal)	X Quantity:	X Quantity:	X Quantity:	X Quantity:	X Quantity:	sq. ft Quantity:
Working-Sorting-Hospital area	X	X	X	X	X	sq. ft
Milk parlor-Holding area	X	40' X 60'	38' X 102'	X	X	sq. ft
Other buildings for animal husbandry	X	X	X	X	X	sq. ft

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

Animal numbers	*The total number of all animals listed should match the final animal numbers listed on page 3.*					
Mature dairy cows (over 1,000 lbs.)	154				146	
Mature dairy cows (under 1,000 lbs.)						
Dairy heifers					10	85
Dairy calves		20	20	10		
Veal						
Slaughter steer/heifer, stock cow or bull						
Feeder cattle-stocker/background/heifer						
Cow and calf pair						
Beef calves (weaned)						
Swine over 300 lbs.						
Swine between 55 and 300 lbs.						
Swine under 55 lbs.						
Horses						
Sheep or lamb						
All chickens with liquid manure system						
Broiler chickens over 5 lbs. - dry system						
Broiler chickens under 5 lbs. - dry system						
Laying hens over 5 lbs. - dry system						
Laying hens under 5 lbs. - dry system						
Turkeys - over 5 lbs.						
Turkeys - under 5 lbs.						
Other:						

VIII. Animal holding areas

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

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

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

Animal holding area ID	***List each animal holding area in a separate column*** *Use the far right column for non-rectangular holding areas*					*Non-Rectangular*
Facility Site Sketch ID (i.e., #1, A, Barn 1)						7- Calf Sheds
Status: (check one box only) *Proposed* - not permitted previously or permitted but not yet operational *Existing* - current operational component	☐Proposed ☐Existing ☐Eliminating	☐Proposed ☐Existing ☐Eliminating	☐Proposed ☐Existing ☐Eliminating	☐Proposed ☐Existing ☐Eliminating	☐Proposed ☐Existing ☐Eliminating	☐Proposed ☐Existing ☒Eliminating

Type of animal holding areas	***List approximate holding area dimensions in feet*** *(If non-rectangular, use the far right column and list surface area)* *Length X Width*	*Length X Width*	*Length X Width*	*Length X Width*	*Length X Width*	*Non-Rectangular (Surface Area)*
Total confinement barn with underfloor pit	X	X	X	X	X	sq. ft
Underfloor pit maximum depth (ft)	Pit Depth:	Pit Depth:	Pit Depth:	Pit Depth:	Pit Depth:	Pit Depth:
Underfloor pit volume (gal)	gal	gal	gal	gal	gal	gal
Total confinement barn	X	X	X	X	X	sq. ft
Partial confinement barn	X	X	X	X	X	1,420 sq. ft
Associated open lot dimensions (list area for non-rectangular lots)	X sq. ft	X sq. ft	X sq. ft	X sq. ft	X sq. ft	X 3,540 sq. ft
Open lot	X	X	X	X	X	sq. ft
Individual animal housing area (i.e., calf huts/hutches that house one animal)	X Quantity:	X Quantity:	X Quantity:	X Quantity:	X Quantity:	sq. ft Quantity:
Working-Sorting-Hospital area	X	X	X	X	X	sq. ft
Milk parlor-Holding area	X	X	X	X	X	sq. ft
Other buildings for animal husbandry	X	X	X	X	X	sq. ft

Animal numbers	***Indicate the maximum capacity (number of animals) of each animal holding area*** *The total number of all animals listed should match the final animal numbers listed on page 3.*					
Mature dairy cows (over 1,000 lbs.)						
Mature dairy cows (under 1,000 lbs.)						
Dairy heifers						
Dairy calves						
Veal						
Slaughter steer/heifer, stock cow or bull						
Feeder cattle-stocker/background/heifer						
Cow and calf pair						
Beef calves (weaned)						
Swine over 300 lbs.						
Swine between 55 and 300 lbs.						
Swine under 55 lbs.						
Horses						
Sheep or lamb						
All chickens with liquid manure system						
Broiler chickens over 5 lbs. - dry system						
Broiler chickens under 5 lbs. - dry system						
Laying hens over 5 lbs. - dry system						
Laying hens under 5 lbs. - dry system						
Turkeys - over 5 lbs.						
Turkeys - under 5 lbs.						
Other:						

IX. Liquid Manure Storage Areas (LMSA)

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

Additional Instructions:

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

LMSA ID	***List each LMSA in a separate column***					*Circular*	*Non-Rectangular*
Facility Site Sketch ID	9- Lagoon	10- Sand Lane	12- Free Stall Pit			8-Slurry Store	
Status: (check only one) *See animal holding area table for definitions*	☒Proposed ☐Existing ☐Eliminating	☒Proposed ☐Existing ☐Eliminating	☐Proposed ☒Existing ☐Eliminating	☐Proposed ☐Existing ☐Eliminating	☐Proposed ☐Existing ☐Eliminating	☐Proposed ☒Existing ☐Eliminating	☐Proposed ☐Existing ☐Eliminating

List approximate LMSA dimensions in feet

Type of LMSA Liner *Do not list below barn LMSAs*	*(If non-rectangular, use the appropriate column and list diameter or surface area)* *Length X Width*	*Length X Width*	*Length X Width*	*Length X Width*	*Length X Width*	*Circular*	*Non-Rectangular (Surface Area)*
LMSA - Earthen	209' X 359'	14' X 300'	X	X	X	Diameter:	sq. ft
Maximum depth (ft)	Depth: 14'	Depth: 0.5'	Depth:	Depth:	Depth:	Depth:	Depth:
LMSA - Concrete	X	X	34' X 84'	X	X	Diameter:	sq. ft
Maximum depth (ft)	Depth:	Depth:	Depth: 7'	Depth:	Depth:	Depth:	Depth:
LMSA – Synthetic [a]	X	X	X	X	X	Diameter:	sq. ft
Maximum depth (ft)	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:
LMSA – GCL [b]	X	X	X	X	X	Diameter:	sq. ft
Maximum depth (ft)	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:
LMSA – Steel tank [c]	X	X	X	X	X	Diameter: 60'	sq. ft
Maximum depth (ft)	Depth:	Depth:	Depth:	Depth:	Depth:	Depth: 20'	Depth:
LMSA – Other	X	X	X	X	X	Diameter:	sq. ft
Maximum depth (ft)	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:	Depth:

List the LMSA volume in gallons

Volume of LMSA (gal)	4,791,221	15,000	143,616			380,685	

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

X. Other Facility Components

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

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

List each component in a separate column

Component ID	*Use the two far right columns for non-rectangular shapes*					*Non-Rectangular*	*Non-Rectangular*
Facility Site Sketch ID	11- Sand Stack	13- Feed Bunker	14- Feed Bunker				
Status: (check only one) *See animal holding area table for definitions*	☒Proposed ☐Existing ☐Eliminating	☐Proposed ☒Existing ☐Eliminating	☒Proposed ☐Existing ☐Eliminating	☐Proposed ☐Existing ☐Eliminating	☐Proposed ☐Existing ☐Eliminating	☐Proposed ☐Existing ☐Eliminating	☐Proposed ☐Existing ☐Eliminating

List approximate component dimensions in feet

Type of Component	*(If non-rectangular, use one of the two far right columns and list surface area)* *Length X Width*	*Length X Width*	*Length X Width*	*Length X Width*	*Length X Width*	*Non-Rectangular*	*Non-Rectangular*
Permanent Stockpile	60' X 300'	X	X	X	X	sq. ft	sq. ft
Feed Storage Area	X	120' X 200'	80' X 200'	X	X	sq. ft	sq. ft
Mortality Compost Area	X	X	X	X	X	sq. ft	sq. ft
Infiltration Area (VTA)	X	X	X	X	X	sq. ft	sq. ft
Filter-Buffer Strip	X	X	X	X	X	sq. ft	sq. ft

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

When construction activities are proposed, indicate the expected acreage of soil disturbance: 7.0 acres

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

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

XII. Notifications and public meetings

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

A. Notification to local zoning officials

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

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

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

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

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

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

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

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

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

Verification of notice.

The CFO must verify that this notice has been completed prior to permit issuance.
Please include with this permit application one of the following options that provides verification that the required notice has been completed:

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

XIII. Certifications and signature

Notification to local officials

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

Construction Stormwater (CSW) Requirements

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

Application processing by the MPCA

If the MPCA or CFO determines that the CFO is unable to issue the CSF or interim permit as specified by Minn. R. 7020.1600 subp. 4a, the Applicant agrees to submit a new application using the MPCA online feedlot permit application service.

Applicant Signature

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

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

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

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

Signature: Annexstad Dairy Farms, Inc By [signature] *(This document has been electronically signed.)* Title: Sec.

Date (mm/dd/yyyy): 12/20/2022

Office phone: ____________ Cell phone: 507-995-4940

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

Required enclosures

Permit applications submitted without all required enclosures are incomplete.

All forms are available on the *CSF & Interim permits* page of the MPCA feedlot program website at: https://www.pca.state.mn.us/feedlots

☒ A. A site sketch/aerial photograph indicating the location of the existing and proposed facility components.

☒ B. A Manure/Nutrient Management Plan (MMP) – The following are optional forms to assist with MMP development:

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

MMP requirements when ownership of manure is transferred.

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

MPCA Manure Management Planner.

When **some** (not all) manure is transferred to another entity for utilization, complete a MMP using both forms:

MMP requirements when ownership of manure is transferred and

MPCA Manure Management Planner.

☒ C. Plans and Specifications for construction, modification, or expansion of any of the following:

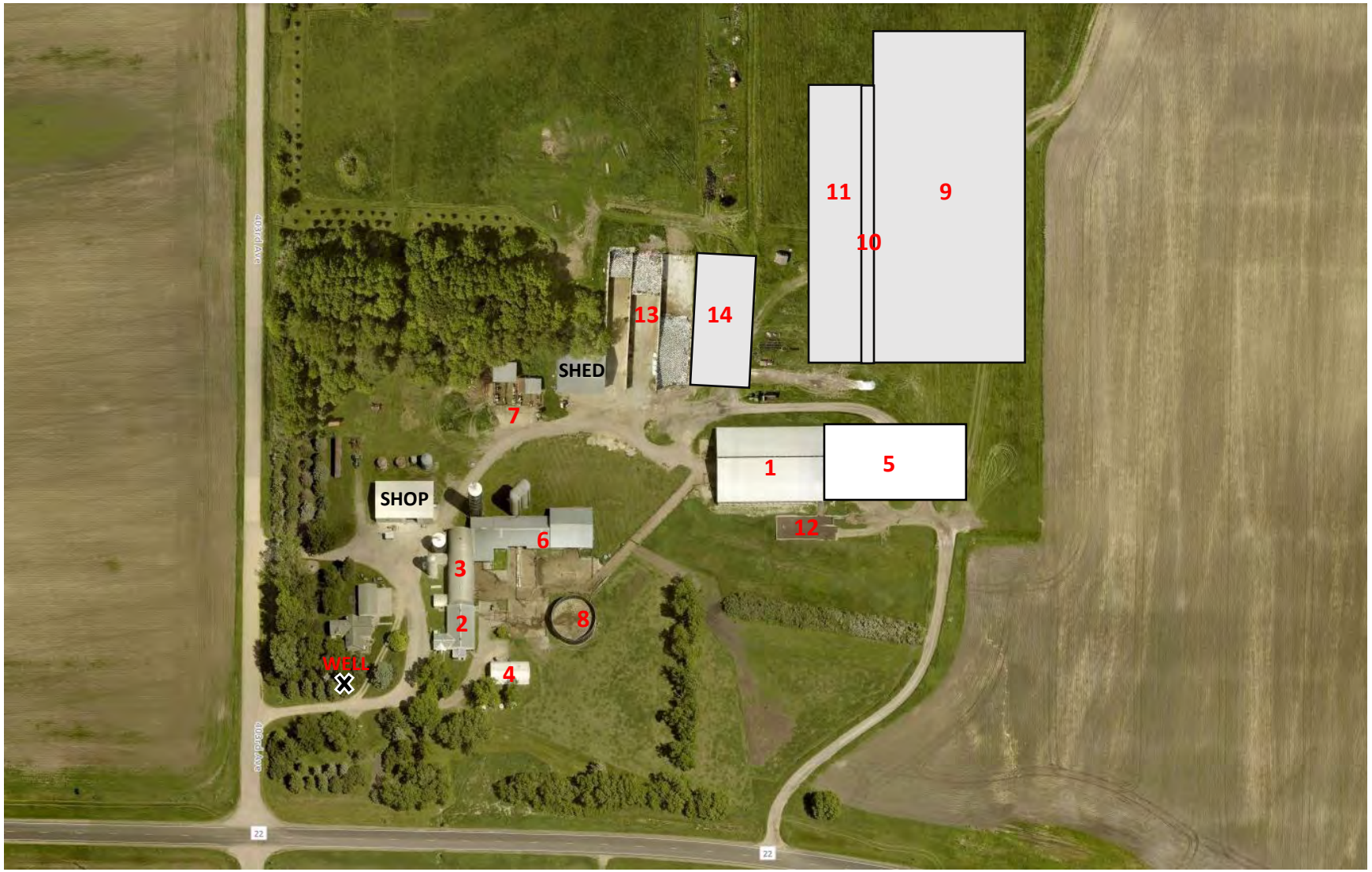
- Liquid manure storage area
- Vegetative infiltration area (VTA or VIB)
- Permanent manure stockpile
- Filter-Buffer strip

☒ D. Verification of the notifications required in part XII of this application.

Site Map

ANNEXSTAD DAIRY FARMS INC. SITE MAP

12/19/2022



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N

Crop Year 2023 Manure Management Plan (Proposed)

Manure Storage, Handling, and Testing Information

MINNESOTA POLLUTION CONTROL AGENCY

Facility Name: Annexstad Dairy Farms Inc. | NPDES or SDS Permit? No | Permit Number: n/a

Owner/Operator Name: Rolf, Jean and Mike Annexstad | Date Last Revised: 12/21/2022 | Registration Number: 103-97816

Version 9.01 Last Updated: 1/13/22 wq-f6-12

Manure Sources	Manure Source #1	Manure Source #2	Manure Source #3	Manure Source #4
Description of Manure Source Group sources with similar nutrient content if they have identical animal type, water usage, feed rations, and manure storage	Proposed Lagoon	Proposed Run-off Slurry Store	Proposed Manure Pack (1)	Proposed Manure Pack (2)
Livestock Information				
Predominate Animal Type (Contributing to Manure Source)	Dairy Milk Cow	Dairy Dry Cow	Dairy Dry Cow	Dairy Calf
Average Animal Weight	1,400 lbs	1,400 lbs	1,400 lbs	300 lbs
Animal Number	260	40	40	50
Length of Time Livestock Spend In Facility	365 days/yr	365 days/yr	365 days/yr	365 days/yr
Additional Animal Type (Contributing to Manure Source)		Dairy Heifer	Dairy Heifer	
Average Animal Weight	lbs	700 lbs	700 lbs	lbs
Animal Number		95	95	
Length of Time Livestock Spend In Facility	days/yr	365 days/yr	365 days/yr	days/yr
Storage Information				
Storage Type	Lagoon	Outdoor Concrete Pit/Tank	Manure Pack	Manure Pack
Capacity	4,791,221 gals	380,685 gals	tons	tons
Storage Length	14 months	185 days	12 months	12 months
Application Methods				
Commercial Applicator (Yes/No or Name)	Jeff Davis	Jeff Davis	No	No
Spreader Type	Liquid Tanker	Liquid Tanker	Solids Spreader	Solids Spreader
How Volume/Tonnage Determined per Load	Commercial Applicator	Commercial Applicator	Spreader Volume	Spreader Volume
How Application Rate is Calibrated	Commercial Applicator	Commercial Applicator	Loads Applied per Field	Loads Applied per Field
Manure Analysis - Existing facilities should use actual manure test results				
Sampling Frequency	Every Year	Every Year	Every Year	Every Year
Sampling Methods	Estimate (New Structure)	Estimate (New Structure)	Stockpile Composite	Stockpile Composite
Date Last Analyzed	10/13/21	08/15/22	12/14/22	12/14/22
Basis for N,P, & K Values Below	Estimate	Estimate	This Year's Sample	This Year's Sample
Total N - (do not enter lab estimated availability)	20 lbs/1000 gal	1 lbs/1000 gal	14 lbs/ton	14 lbs/ton
Total P_2O_5 - (do not enter lab estimated availability)	7 lbs/1000 gal	4 lbs/1000 gal	6 lbs/ton	6 lbs/ton
Total K_2O - (do not enter lab estimated availability)	20 lbs/1000 gal	7 lbs/1000 gal	21 lbs/ton	21 lbs/ton
Annual Generation - Existing facilities should use actual production values				
Total Manure Produced per Year (Estimated)	1,774,820 gals	294,222 gals	568 tons	83 tons
Total Manure Produced per Year (Actual)	gals	748,858 gals	tons	tons
Annual N Produced	35,496 lbs	749 lbs	7,952 lbs	1,168 lbs
Annual P_2O_5 Produced	12,424 lbs	2,995 lbs	3,408 lbs	501 lbs
Annual K_2O Produced	35,496 lbs	5,242 lbs	11,929 lbs	1,753 lbs

Average Book Values	
N	31
P_2O_5	15
K_2O	19

Average Book Values	
N	32
P_2O_5	14
K_2O	24

Average Book Values	
N	10
P_2O_5	3
K_2O	6

Average Book Values	
N	10
P_2O_5	3
K_2O	5

General Field Information (Fields 1-35)

MINNESOTA POLLUTION CONTROL AGENCY

Unique Field ID Attach Aerial Photo or Map With Location Description (twp-rng-sec)	Field Acreage	Sensitive Features (Identify on Aerial Photo or Sketch) ***Insert a check mark by double-clicking the appropriate cells***												Soils Information (Test required once every 4 yrs)				Irrigation?	Anticipated Manure Application Timing **NOTE:** NPDES & SDS permitted sites cannot apply liquid manure in the winter (unless emergency)	Winter Application Field Info (If Applicable)		
		Tile Intakes	Drainage Ditch	Lake, River, Stream	Intermittent Stream (If farmed call MPCA)	Wetland (non-farmed)	Coarse-Textured Soil (soil type ends in "sand")	Floodplain	Public Well Management Area	Shallow Bedrock	Sinkhole	Well, Mine, or Quarry	Other Conduit to Water	Year of Soil Test (red if outdated)	Soil Test Phosphorus (P) Field Average (ppm)		Organic Matter			Distance from Field to Waters		Field Slope (%)
Example	80	✔	***You must double-click cells to insert a check mark***											2005	30	Olsen	Med/High	No	Late Fall	800	ft	3%
Bottoms	71		✔											2019	18	Olsen	Med/High	No	Spring & Fall	300	ft	3%
Erickson	148	✔	✔									✔		2022	30	Olsen	Med/High	No	Spring & Fall	300	ft	3%
Prairie	75		✔											2021	19	Olsen	Med/High	No	Spring & Fall	300	ft	1%
Slattum	34		✔											2022	60	Olsen	Med/High	No	Spring & Fall	300	ft	3%
East of Barn W	30													2022	30	Olsen	Med/High	No	Spring & Fall	600	ft	3%
East of Barn E	30													2022	22	Olsen	Med/High	No	Spring & Fall	850	ft	2%
South of Barn	31													2022	23	Olsen	Med/High	No	Spring & Fall	500	ft	1%
Peat	4													2022	23	Olsen	Med/High	No	Spring & Fall	350	ft	1%
West of Nelson Driveway W	38													2020	25	Olsen	Med/High	No	Spring & Fall	780	ft	2%
West of Nelson Driveway E	37													2022	16	Olsen	Med/High	No	Spring & Fall	950	ft	2%
West of Nelsons Yard	26		✔											2020	51	Olsen	Med/High	No	Spring & Fall	300	ft	1%
East of Nelson Driveway W	44		✔											2020	42	Olsen	Med/High	No	Spring & Fall	300	ft	4%
East of Nelson Driveway E	49		✔											2020	25	Olsen	Med/High	No	Spring & Fall	300	ft	4%

Total Acres (Fields 1 - 35) 617

Sensitive Features Management Worksheet

MINNESOTA POLLUTION CONTROL AGENCY

This worksheet identifies all allowable techniques that can be used to provide protection to sensitive features **as required** in Minnesota Rules and/or permit conditions. One of the following measures must be employed for the applicable sensitive feature. Any of the identified practices are acceptable.

Tile Intakes

Option A - Inject or incorporate within 24 hours and prior to rainfall within 300 ft, observe a 25 ft non-manured setback, and avoid long term soil P build-up
Option B - Inject or incorporate within 24 hours and prior to rainfall within 300 ft.
Option C - 35 ft grassed buffer
Option D - 100 ft setback with at least 16.5 ft as grassed buffer

Drainage Ditches

Option A - Inject or incorporate within 24 hours and prior to rainfall within 300 ft, observe a 25 ft non-manured setback, and avoid long term soil P build-up
Option B - 50 ft wide grassed buffer
Option C - 100 ft setback with at least 16.5 ft as grassed buffer
Option D - Protective Berm (prohibits runoff from entering the ditch)

Lakes, Rivers, and Streams

Option A - Inject or incorporate within 24 hours and prior to rainfall within 300 ft, observe a 25 ft non-manured setback, and avoid long term soil P build-up
Option B - 100 ft wide grassed buffer
Option C - 100 ft setback with at least 16.5 ft as grassed buffer

Intermittent Streams and/or Public Waters Wetlands (over 10 acres)

Option A - Inject or incorporate within 24 hours and prior to rainfall within 300 ft, observe a 25 ft non-manured setback, and avoid long term soil P build-up
Option B - 50 ft wide grassed buffer
Option C - 100 ft setback with at least 16.5 ft as grassed buffer

Wells, Mines, or Quarry

Option A - 50 ft setback - minimum (100 ft if NPDES permitted)

Sinkholes

Option A - Inject or incorporate within 24 hours and prior to rainfall upslope and within 300 ft and observe a 50 ft non-manured setback (100 ft non-manured setback for NPDES)
Option B - Berm that prevents runoff from entering the sinkhole

Application of Manure During the Summer Months (June, July, and August) - This also includes September for NPDES permitted sites

Option A - A cover crop will be planted on all fields that receive manure applications during June, July, and August

Other Conduits to Water

Option A - Inject or incorporate within 24 hours and prior to rainfall within 300 ft, observe a 25 ft non-manured setback, and avoid long term soil P build-up
Option B - 50 ft wide grassed buffer
Option C - 100 ft setback with at least 16.5 ft as grassed buffer
Option D - Protective Berm (prohibits runoff from entering the waters)

Early Fall Land Application - Unless otherwise required, this only applies to early fall manure application at NPDES or SDS permitted facilities

Option A - Fall Application onto fields that are dominated by coarse-textured soils shall be delayed until soil temperatures in the upper six (6) inches, are less than 50 degrees Fahrenheit, unless otherwise first approved by the MPCA.

High Soil Test Phosphorus Management

MINNESOTA POLLUTION CONTROL AGENCY

This worksheet identifies all allowable techniques that will be used to manage soil phosphorus levels as required in Minnesota Rules. Based upon the soil test results for the field(s), one of the following measures will be employed to manage soil phosphorus levels on land where manure will be applied. Any of the identified practices are acceptable.

Soil Phosphorus: 22-75 ppm Bray or 17-60 ppm Olsen

Option A - Manure will **NOT** be applied within 300 ft of open tile intakes (NPDES Permits only), lakes, streams, intermittent streams, public waters wetlands, or drainage ditches without protective berms (indicate setbacks on aerial photos)

Option B - I will maintain or reduce soil P levels in this field over a six year period. (Example calculations are provided below)

Step 1 - Multiply expected crop yields by the P removal of the crop (Table C of this planner) and determine the average crop P removal over 6 years

Ex. *170 bu Corn* [170 * 0.34] = 58 lbs P removed/year & *45 bu Soybeans* [45 * 0.82] = 37 lbs P removed/year (Average of 48 lbs P removed/yr)

Step 2 - Determine the amount of P that is typically applied in manure applications

Ex. 4000 gals/ac * 35 lbs P/1000 gals * 0.8 = 112 lbs P applied

Step 3 - Divide step 2 by the average in step 1. (112 lbs P applied/48 lbs P removed = 2.3) Then take 6 years divided by this result and round down.

Ex. 112 lbs P applied/48 lbs P removed = 2.3 *THEN* 6 years/2.3 = 2.6 (round down to 2 out of 6 years manure can be applied)

Soil Phosphorus: 76-150 ppm Bray or 61-120 ppm Olsen

Option A - Manure will **NOT** be applied within 300 ft of open tile intakes, lakes, streams, intermittent streams, public waters wetlands, or drainage ditches without protective berms (indicate setbacks on aerial photos)

Option B - Use the University of MN soil P index and apply to fields with a low or very low rating and maintain or reduce soil P over six years

The Minnesota Soil Phosphorus Index can be found at : https://www.swac.umn.edu/extension-outreach/phosphorusloss

Option C - I will follow all NRCS 590 standards in accordance with the table below and maintain or reduce soil P over six years

Field within 300 feet of waters	Effective 100ft Grassed Buffer	Sheet and Rill Erosion (ton/acre-year)	Manure Application Allowed
No	Yes or No	Any Rate	Yes
Yes	Yes or No	More than 6	No
Yes	No	Less than 4	P removal basis
Yes	No	4 to 6	No
Yes	Yes	Less than 6	P removal basis

Soil Phosphorus: Over 150 ppm Bray or Over 120 ppm Olsen

Option A - Use the University of MN soil P index and apply to fields with a low or very low rating and maintain or reduce soil P over six years

The Minnesota Soil Phosphorus Index can be found at : https://www.swac.umn.edu/extension-outreach/phosphorusloss

Option B - I will follow all NRCS 590 standards in accordance with the table below and maintain or reduce soil P over six years

Field within 300 feet of waters	Effective 100ft Grassed Buffer	Sheet and Rill Erosion (ton/acre-year)	Manure Application Allowed
Yes	Yes or No	More than 6	No
Yes	No	Any Rate	No
Yes	Yes or No	2 or less	P removal basis
Yes	Yes or No	More than 2	No
No	No	Less than 4	P removal basis
No	No	More than 4	No
No	Yes	Less than 4	Yes
No	Yes	4 to 6	P removal basis
No	Yes or No	More than 6	No

6 Year Soil Phosphorus Management Plan

MINNESOTA POLLUTION CONTROL AGENCY

When soil phosphorus levels are required to be maintained (or reduced) over a 6 year period, one of the following crop rotation sceanrios will be employed for the applicable field or area near senstive features. You must complete at least one rotation below or indicate that manure will not be applied within 300 feet of sensitive features (this option will only be visible when all soil test results are below 150 Bray or 120 Olsen).

☐ Manure will not be applied within 300 ft of open tile intakes, lakes, streams, intermittent streams, public water wetlands, or drainage ditches without protective berms.

	Scenario 1			Scenario 2			Scenario 3			Scenario 4			Scenario 5			Scenario 6			Scenario 7			Scenario 8		
Crop (Year 1)	Corn Silage			Corn			Corn Silage																	
Yield	25		ton	220		bu	25		ton															
Manure Application Source (1-12) & Rate	1	13000	gals	1	13000	gals	1	15000	gals															
2nd Manure Application																								
Fertilizer P (total)			lbs			lbs			lbs															
Crop (Year 2)	Corn Silage			Corn Silage			Corn Silage																	
Yield	25		ton	25		ton	25		ton															
Manure Application Source (1-12) & Rate	1	13000	gals	1	13000	gals	3	20	tons															
2nd Manure Application																								
Fertilizer P (total)			lbs			lbs			lbs															
Crop (Year 3)	Corn Silage			Peas			Corn Silage																	
Yield	25		ton	4000		lb	25		ton															
Manure Application Source (1-12) & Rate	1	13000	gals				1	12500	gals															
2nd Manure Application																								
Fertilizer P (total)			lbs			lbs			lbs															
Crop (Year 4)	Alfalfa			Corn			Corn Silage																	
Yield	7		ton	220		bu	25		ton															
Manure Application Source (1-12) & Rate	1	18000	gals	3	15	tons	3	24	tons															
2nd Manure Application																								
Fertilizer P (total)			lbs			lbs			lbs															
Crop (Year 5)	Alfalfa			Soybeans			Corn Silage																	
Yield	7		ton	60		bu	25		ton															
Manure Application Source (1-12) & Rate	3	15	tons				1	11000	gals															
2nd Manure Application																								
Fertilizer P (total)			lbs			lbs			lbs															
Crop (Year 6)	Alfalfa			Corn Silage			Corn Silage																	
Yield	7		ton	25		ton	25		ton															
Manure Application Source (1-12) & Rate	3	15	tons	1	13000	gals	3	25	tons															
2nd Manure Application																								
Fertilizer P (total)			lbs			lbs			lbs															

Results

P Applied over 6 Yrs	464	lbs		291	lbs		547	lbs			lbs			lbs			lbs			lbs			lbs	
P Removed over 6 Yrs	511.8	lbs		428.8	lbs		570	lbs			lbs			lbs			lbs			lbs			lbs	
Will Rotation Build Soil Phosphorus Levels?	No			No			No																	

Crop and Nutrient Planning Worksheet (Fields 1-35)

Minnesota Pollution Control Agency

Cropping Year: September 1, 2022 **to August 31,** 2023 **Crop Land Manager's Name:** ____________________

Field Information	Crop Information (Cover crop info is recorded on the land application records form)						Last Year's Manure App (Nutrients for 2022 Crop) (leave blank if none applied)				Nutrient Recommendations and Credits: N (lb/ac)						P_2O_5 (lb/ac)	
Field ID	**Crop Grown to Utilize the Nutrients Applied** **2023 Crop**	**Expected Yield (per acre)** crop receiving nutrients		**Crop Most Recently Harvested** **2022 Crop**	**Crop Grown 2 Years Ago** **2021 Crop**		**Last Year's Manure Test N**	**Animal Type of Manure Applied Last Year**	**Last Year's Application Rate (per acre)** **Typically 9/1/21 to 8/31/22**		**N Recommendation** after 2022 crop credits	**Legume-N Credit** from the 2021 Crop	**N Credit from Manure** Applied to 2022 Crop	**N Credit from Irrigation Water**	**N Needs** after all credits	**N Removal** after all credits	**P_2O_5 Needs** (based on soil test data)	**P_2O_5 Removal** (based on crop uptake)
Bottoms	Soybeans	60	bu	Corn	Alfalfa						---	0	---	---	---	210	0	49
Erickson	Corn Silage	25	ton	Soybeans	Corn						150	0	---	---	150	---	0	95
Prairie	Soybeans	60	bu	Corn	Soybeans		13	Dairy	10,000	gal	---	0	32	---	---	178	0	49
Slattum	Alfalfa	7	ton	Alfalfa	Corn Silage		45	Dairy	5,450	gal	---	0	61	---	---	296	0	76
East of Barn W	Corn Silage	25	ton	Corn Silage	Alfalfa		45	Dairy	5,450	gal	195	75	61	---	59	---	0	95
East of Barn E	Alfalfa	7	ton	Corn Silage	Alfalfa		45	Dairy	5,450	gal	---	0	61	---	---	296	0	76
South of Barn	Alfalfa	7	ton	Alfalfa	Alfalfa		14	Dairy	15	ton	---	0	52	---	---	305	0	76
Peat	Corn Silage	25	ton	Corn Silage	Corn Silage		13	Dairy	15,000	gal	195	0	49	---	146	---	0	95
West of Nelson Driveway W	Corn Silage	25	ton	Alfalfa	Alfalfa		13	Dairy	8,000	gal	40	0	26	---	14	---	0	95
West of Nelson Driveway E	Alfalfa	7	ton	Alfalfa	Alfalfa		13	Dairy	8,000	gal	---	0	26	---	---	331	0	76
West of Nelsons Yard	Corn Silage	25	ton	Corn Silage	Corn Silage		45	Dairy	3,750	gal	195	0	42	---	153	---	0	95
East of Nelson Driveway W	Corn	220	bu	Peas	Corn Silage						175	0	---	---	175	---	0	75
East of Nelson Driveway E	Peas	4000	lb	Corn	Corn Silage		45	Dairy	2,500	gal	20	0	28	---	0	---	0	40

Nutrient Application Planning Worksheet (Fields 1-25)

MINNESOTA POLLU CONTROL AGENCY

Manure Source Summary					
Source 1:	Proposed Lagoon (20-7-20)	**Source 5:**		**Source 9:**	
Source 2:	Proposed Run-off Slurry Store (1-4-7)	**Source 6:**		**Source 10:**	
Source 3:	Proposed Manure Pack (1) (14-6-21)	**Source 7:**		**Source 11:**	
Source 4:	Proposed Manure Pack (2) (14-6-21)	**Source 8:**		**Source 12:**	

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Field Information Summary		Crops Grown Summary		Nutrients Needed to Meet Yield Goal (lb/acre) after credits for nutrients from previous crops and manure applications			Manure Application Information (Nutrients for the 2023 Crop) Application Typically 9/1/2022 to 8/31/2023					Nitrogen (lb N/ac)				Phosphorus (lb P_2O_5/ac)		
Field ID	**Acres After Setbacks**	**Crop Grown to Utilize the Nutrients Applied — 2023 Crop**	**Crop Most Recently Harvested — 2022 Crop**	**Nitrogen Needs**	**Nitrogen** (Removal)	**Phosphorus** (Needs)	**Manure Source (1-12)**	**Method of Application and Incorporation** NPDES/SDS permitted sites cannot apply liquid manure in the winter (unless emergency)	**Acres Receiving Manure** (reduce to split the field)	**Manure Application Rate** (gals/tons per acre) Calculated Max Rate *based on Nitrogen*	Planned Rate *max used if blank*	**N from Manure** (Available this year)	**Total Fertilizer Application** (lbs/acre) Starter	Supplemental	**Excess Available N** (negative for deficiency)	**P from Manure** (Available this year)	**Total Fertilizer Application** (lbs/acre) Starter	Supplemental
Bottoms	71	Soybeans	Corn	---	210	0				---		---			-210	---		
Erickson	148	Corn Silage	Soybeans	150	---	0	1	Knife Injection	148	12,010	12000	120	0	29.9	0	67	0	0
Prairie	75	Soybeans	Corn	---	178	0				---		---			-178	---		
Slattum	34	Alfalfa	Alfalfa	---	296	0				---		---			-296	---		
East of Barn W	30	Corn Silage	Corn Silage	59	---	0	2	Knife Injection	30	24,200	25000	12	0	46.9	0	80	0	0
East of Barn E	30	Alfalfa	Corn Silage	---	296	0	3	Incorp. within 4 days	30	53	19	106	0	0	-190	91	0	0
South of Barn	31	Alfalfa	Alfalfa	---	305	0				---		---			-305	---		
Peat	4	Corn Silage	Corn Silage	146	---	0	4	Incorp. within 4 days	4	21	21	118	0	28.1	0	101	0	0
West of Nelson Driveway W	38	Corn Silage	Alfalfa	14	---	0				---		---			-14	---		
West of Nelson Driveway E	37	Alfalfa	Alfalfa	---	331	0				---		---			-331	---		
West of Nelsons Yard	26	Corn Silage	Corn Silage	153	---	0				---		---			-153	---		
East of Nelson Driveway W	44	Corn	Peas	175	---	0				---		---			-175	---		
East of Nelson Driveway E	49	Peas	Corn	0	---	0				---		---			0	---		

Nutrient Application Planning Worksheet (Fields 26-50)

Field Information Summary		Crops Grown Summary		Nutrients Needed to Meet Yield Goal (lb/acre) after credits for nutrients from previous crops and manure applications			Manure Application Information (Nutrients for the 2023 Crop) Application Typically 9/1/ to 8/31/2023					Nitrogen (lb N/ac)				Phosphorus (lb P_2O_5/ac)		
Field ID	Acres After Setbacks	Crop Grown to Utilize the Nutrients Applied 2023 Crop	Crop Most Recently Harvested 2022 Crop	Nitrogen Needs	Nitrogen (Removal)	Phosphorus (Needs)	Manure Source (1-12)	Method of Application and Incorporation NPDES/SDS permitted sites cannot apply liquid manure in the winter (unless emergency)	Acres Receiving Manure (reduce to split the field)	Manure Application Rate (gals/tons per acre) Calculated Max Rate *based on Nitrogen*	Manure Application Rate (gals/tons per acre) Planned Rate *max used if blank*	N from Manure (Available this year)	Total Fertilizer Application (lbs/acre) Starter	Total Fertilizer Application (lbs/acre) Supplemental	Excess Available N (negative for deficiency)	P from Manure (Available this year)	Total Fertilizer Application (lbs/acre) Starter	Total Fertilizer Application (lbs/acre) Supplemental

Total Acres (Fields 1 - 50) = 617

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remaining amount of manu

	Amount Applied	Amount Remaining	Acres Applied
Source 1:	1,774,820	0	148
Source 2:	748,858	0	30
Source 3:	568	0	30
Source 4:	83	0	4

	Amount Applied	Amount Remaining	Acres Applied
Source 5:	---	---	---
Source 6:	---	---	---
Source 7:	---	---	---
Source 8:	---	---	---

	Amount Applied	Amount Remaining	Acr App
Source 9:	---	---	--
Source 10:	---	---	--
Source 11:	---	---	--
Source 12:	---	---	--

MMP NOTES

MINNESOTA POLLUTION CONTROL AGENCY

This worksheet will allow entry of notes related to the MMP. This can be used to explain a part of the plan, notes regarding fertilizer/pesticide applications, or any other item that is applicable.

*Simply start typing in any of the cells **below**, the cell will auto adjust to accommodate the length of the text entered.*

Misc. Notes for all Fields *(Enter applicable notes for specific field ID's below)*	
Bottoms	
Erickson	
Prairie	
Slattum	
East of Barn W	
East of Barn E	
South of Barn	
Peat	
West of Nelson Driveway W	
West of Nelson Driveway E	
West of Nelsons Yard	
East of Nelson Driveway W	
East of Nelson Driveway E	
	Estimated # of run-off gallons to be accumulated per year in the slurry store = 748,858 (engineered design estimate)
	Proposed LMSA sized for >14 months of storage to ensure capacty for potential future growth to the farm and increased rainfall events

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Manure Management Plan (MMP) requirements when ownership of manure is transferred

Feedlot program

Doc Type: Permit Information Form

Are you transferring ownership of manure?

MMP and record-keeping requirements for feedlot owners are different when manure ownership is transferred to a third party for land application. The following questions will help you determine if you transfer ownership of manure:

☐ Yes ☒ No Will manure be applied to land that is owned, leased, or rented by the feedlot owner/operator or a member/partner of the feedlot ownership entity (Inc., LLP, LLLP, et. al.)?

☐ Yes ☒ No Does the feedlot owner/operator, feedlot ownership member/partner, or employee under the direction of the feedlot ownership entity control the crop and nutrient planning decisions of the manure application sites, including planning for manure application rates, timing, and methods?

If you answered "No" to both questions, then you are transferring ownership of your manure and the feedlot operator may use these guidelines to complete a MMP.

If you answered "Yes" to either question, you are retaining ownership of manure and must complete a more comprehensive MMP. More information on the requirements when manure ownership is retained and resources to develop a retained ownership MMP can be found on the Minnesota Pollution Control Agency's (MPCA) website at https://www.pca.state.mn.us/water/feedlots.

If only a portion of your manure is considered to have transferred ownership, then use this form to develop a MMP for the manure which has transferred ownership, and develop the more comprehensive MMP for the manure which is not transferred.

MMP development

Name of feedlot facility: Annexstad Dairy Farms Inc. Registration number: 103-97816

Manure generation, storage, and testing

Manure storage areas (check all that apply):

☐ Earthen Basin ☐ Underfloor Concrete Pit ☒ Outdoor Concrete Pit/Tank ☐ Slurry Store ☒ Lagoon
☐ Stockpile ☐ Underfloor Dry Storage ☒ Manure Pack ☐ Litter ☐ Other

Yearly manure generation:
Liquid: 2,523,678 gallons
Solid: 651 tons

Storage capacity:
Liquid: 12 months
Solid: 12 months

Anticipated amount to be transferred (approximate):
Liquid: ☐ 100% ☐ 50% ☒ Other: 25 %
Solid: ☐ 100% ☐ 50% ☒ Other: 25 %

	Anticipated nutrient content*:				Manure type:		Testing frequency:	
Source 1:	N 20	P 7	K 20		☒ Liquid	☐ Solid	☒ Yearly	☐ Once every ___ years
Source 2:	N 1	P 4	K 7		☒ Liquid	☐ Solid	☒ Yearly	☐ Once every ___ years
Source 3:	N 14	P 6	K 21		☐ Liquid	☒ Solid	☒ Yearly	☐ Once every ___ years
Source 4:	N 14	P 6	K 21		☐ Liquid	☒ Solid	☒ Yearly	☐ Once every ___ years

* List the total lbs of N, P, and K. Do not list estimated first year availability if provided by the lab.

Minimum requirements:

- Yearly sampling for the first three (3) years and then once every four (4) years - NPDES permits require yearly sampling.
- Samples must also occur when changes to nutrient content are expected (unusual weather, change of animal types, etc.)
- Samples must be representative of manure source and follow University of Minnesota Extension Service recommendations.
- Nutrient analysis must occur at a Minnesota Department of Agriculture certified lab or pre-approved alternative.

Land application

Anticipated land application methods (check all that apply):

☒ Broadcast with incorporation ☒ Broadcast without incorporation ☒ Injection ☐ Unknown

Anticipated land application timing (check all that apply):

☒ Fall ☒ Spring ☐ Winter* ☒ Summer (cover crop required) ☐ Unknown

*For NPDES permitted sites only, transfer of manure is prohibited when…

a) liquid manure will be surface applied to frozen or snow covered soils after November 30, or
b) solid manure will be surface applied to frozen or snow covered soils during the month of March.

How will you ensure that there is enough land available for spreading manure in accordance with allowable rates; and that land owners are willing to accept/purchase the manure?

☐ Land application agreements Approximate acreage under agreements _____

☒ Other (describe below) Approximate acreage available via other methods _____

Dairy manure is a highly valuable fertilizer source in the area. There are an abundance of producers in the area that would purchase manure as a fertilizer source for row crops in close proximity to the site.

Minimum requirements:

- Attachment A - *Minimum state requirements for applying manure* must be provided to manure recipient.
  - The nutrient content of the transferred manure must be indicated on Attachment A.
- Records of manure transfer activities will be kept utilizing *Records when manure ownership is transferred 300 or more animal units* (wq-f6-43), which is available on the MPCA website: www.pca.state.mn.us/feedlots.

Animal mortality management (NPDES and SDS permitted sites only)

The following best management practices (BMP)s should be employed to assist in compliance with BAH and MPCA requirements.

Rendering - Carcass pick-up point BMPs

- Kept in an animal-proof, enclosed area.
- At least 200 yards from a neighbor's buildings.
- Picked up within 72 hours (seven [7] days if refrigerated to less than 45 degrees).

Composting - Composting area BMPs

- Built on an impervious, weight-bearing pad that is large enough to allow equipment to maneuver.
  Note: Class V gravel material is not considered to be impervious.
- Covered with a roof to prevent excessive moisture on the composting material and eliminate runoff concerns.
- Built of rot-resistant material that is strong enough to withstand the force exerted by equipment.
- Large enough to handle each day's normal mortality through the endpoint of the composting which consists of a minimum of two (2) heat cycles.

Burial – Burial site BMPs

- Stay five (5 feet above seasonal high water table.
- Stay 1000 feet away from lakes and 300 feet away from rivers, streams, ditches, etc.
- Be covered immediately with enough soil to keep scavengers out (three feet is sufficient).
- Not be placed in sandy or gravelly soil types.
- Maintain at least 10 feet vertical separation between dead animals and bedrock.

Incineration – Incineration BMPs

- Capable of producing emissions not to exceed 20 percent opacity.
- Fitted with an afterburner that maintains flue gases at 1,200 degrees Fahrenheit for at least 0.3 seconds.
- Ash from the incinerator must be handled in such a manner as to prevent particulate matter from becoming airborne.

Other Method (describe below)

Attachment A – Minimum state requirements for applying manure

Provide this information to the manure recipient

Manure analysis

N _____ **P** _____ **K** _____

I. Nitrogen rate limits

Limit rates so that estimated plant-available N from all manure and fertilizer sources combined does not exceed the nitrogen recommendations of the University of Minnesota. For corn crops, rates should be consistent with the MRTN.

- 195 lbs/N for corn following corn (as of 2020)
- 150 lbs/N for corn following soybeans (as of 2020)

All sources of nitrogen must be considered when calculating nitrogen application rates. This includes residual nitrogen from alfalfa grown two years ago, commercial fertilizer (starter or supplemental), nitrates in groundwater, and manure applied last year.

Calculating N available this year from manure applied to the previous crop

	÷	1000	X		X		=	
Application rate last year (tons or gal/acre)		Liquid only		Availability factor 0.15 for swine 0.25 for all others		N Test last year		N available this year (lbs/acre)

Crop-available manure N applied to legumes cannot exceed legume nitrogen removal rates; 3.5 lbs N per bushel of soybeans, 50 lbs N per ton of alfalfa, 27 lbs N per ton grass hay.

Calculating a manure application rate for the upcoming crop

	÷		÷		X	1000	=	
Desired amount of N from manure		Availability factor (# from table 1/100)		Manure N Test		Liquid only		Application Rate (tons or gal/acre)

Summer applications – Plant a cover crop where manure is applied in June, July, or August to harvested fields that would otherwise remain without crop cover for the rest of the growing season.

Calculating N available from manure applied for the upcoming crop

	÷	1000	X		X		=	
Application rate (tons or gal/acre)		Liquid only		Availability factor (# from table 1/100)		N Test this year		N available this year (lbs/acre)

II. Manure application setbacks

Manure application must comply with the following setbacks. County setbacks may be more restrictive.

Feature	Surface application	Incorporation within 24 hrs
Lakes, streams	300′*	25′
Wetlands (10+ ac)	300′*	25′
Drainage ditches w/o berms	300′*	25′
Open Tile Intakes	300′	0′
Sinkholes w/o berms		
Downslope	50′	50′
Upslope	300′	50′
Wells and quarries	50′	50′

** 100′ vegetated buffer can be used instead of 300′ setback for non-winter applications (50′ buffer for wetlands/ditches)*

Table 1. Percent of total manure nitrogen available the first year

	Broadcast			Injection	
Animal Type	Incorporation after 4 days	Incorporation 12 - 96 hrs	Incorporation within 12 hrs	Knife	Sweep
Beef	25	45	60	50	60
Dairy	20	40	55	50	55
Swine	35	55	75	70	80
Poultry	45	55	70	70	70

If you have a manure spill contact the state duty officer at 1-800-422-0798

III. Soil phosphorus (P) management

Soil P testing – Test soils for P at least once every four years.

*Avoid P build-up within 300 feet of waters** – Where soils test P levels exceed 21 Bray P-1 or 16 Olsen, the rate and frequency of manure applications must not allow soil phosphorus build-up over a six year period, unless a 50-100′ vegetative buffer is established along the waters. Single year applications can be based on nitrogen if the remaining phosphorus is removed by subsequent crops.

Avoid extremely high P soils – Avoid manure application onto fields where soils exceed:

- 150 ppm Bray P-1 or 120 ppm Olsen
- 75 ppm Bray P-1 or 60 ppm Olsen within 300 feet of water or tile intakes.

** "waters" refers to lakes, streams, intermittent streams, wetlands over 10 acres, and drainage ditches without protective berms.*

IV. Manure recipient record keeping requirements

The cropland manager must keep records of the following for at least three years (six years if applying near waters):

- Manure test dates and results
- Field ID and acreage
- Soil P test dates and results
- Crop grown and yield goal
- Previous crop grown
- N recommendation for the crop grown
- N from irrigation water
- Carry-over N from previous manure applications
- Date and rate of manure application
- Method of application and incorporation timing
- Manure N and P_2O_5 available
- Fertilizer N and P_2O_5 applied
- Total lbs N available/acre (all sources)
- Total lbs P_2O_5 available/acre (all sources)

V. Short-term stockpiling practices

Follow all stockpiling setbacks for waters and conduits to waters (ranging from 50 to 300 feet); avoid sandy soils and high water table soils (<2′); avoid slopes over 6%; use diversions if slopes exceed 2%; and keep records as required in Minn. R. 7020.2125. The stockpile size must not exceed the amount of manure needed to supply nutrient needs to the tract of land where applied.

More information: For more information, contact the MPCA or visit the website at https://www.pca.state.mn.us/water/feedlots.

Field Maps, Soils Maps, Setback Maps

Aerial Map

CENTROL CROP CONSULTING

Map Center: 44° 26' 58.26, -94° 5' 59.83

0ft 819ft 1638ft

5-111N-27W
Nicollet County
Minnesota

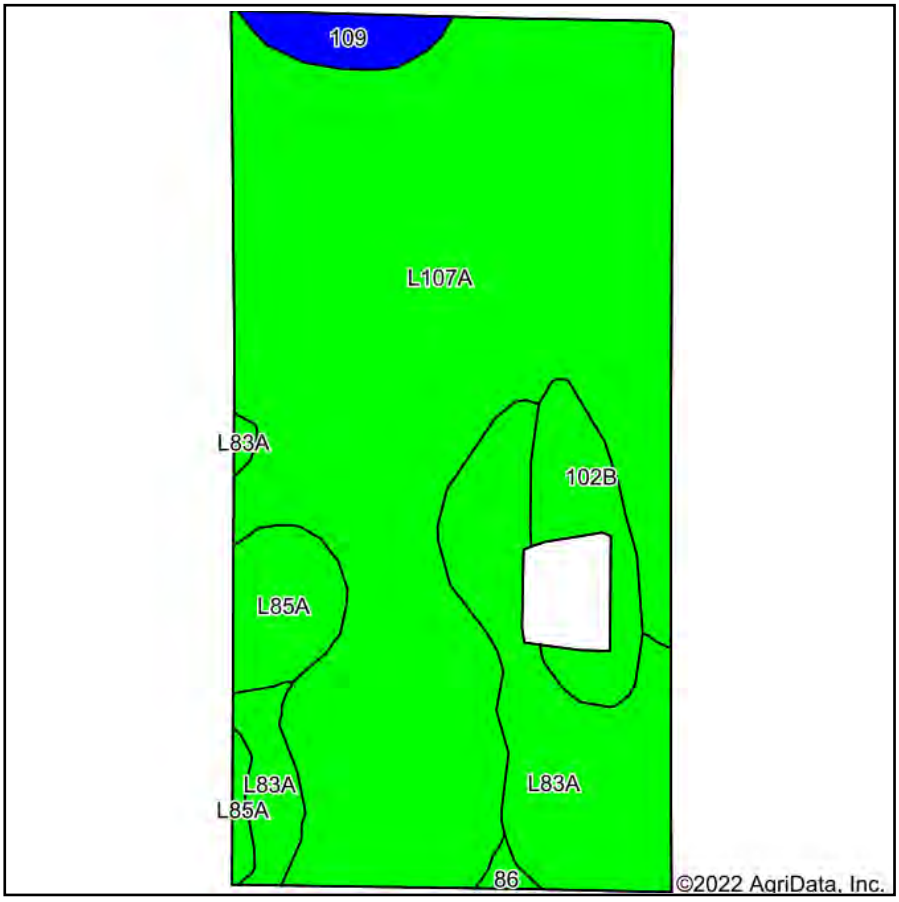
N
W E
S

11/29/2022

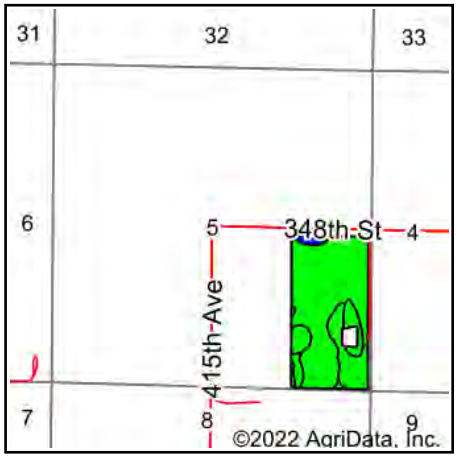
Maps Provided By:
surety CUSTOMIZED ONLINE MAPPING

 www.AgriDataInc.com

Soils Map



Soils data provided by USDA and NRCS.



State: **Minnesota**
County: **Nicollet**
Location: **5-111N-27W**
Township: **Lake Prairie**
Acres: **71.01**
Date: **11/29/2022**

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Maps Provided By:
surety CUSTOMIZED ONLINE MAPPING
 www.AgriDataInc.com

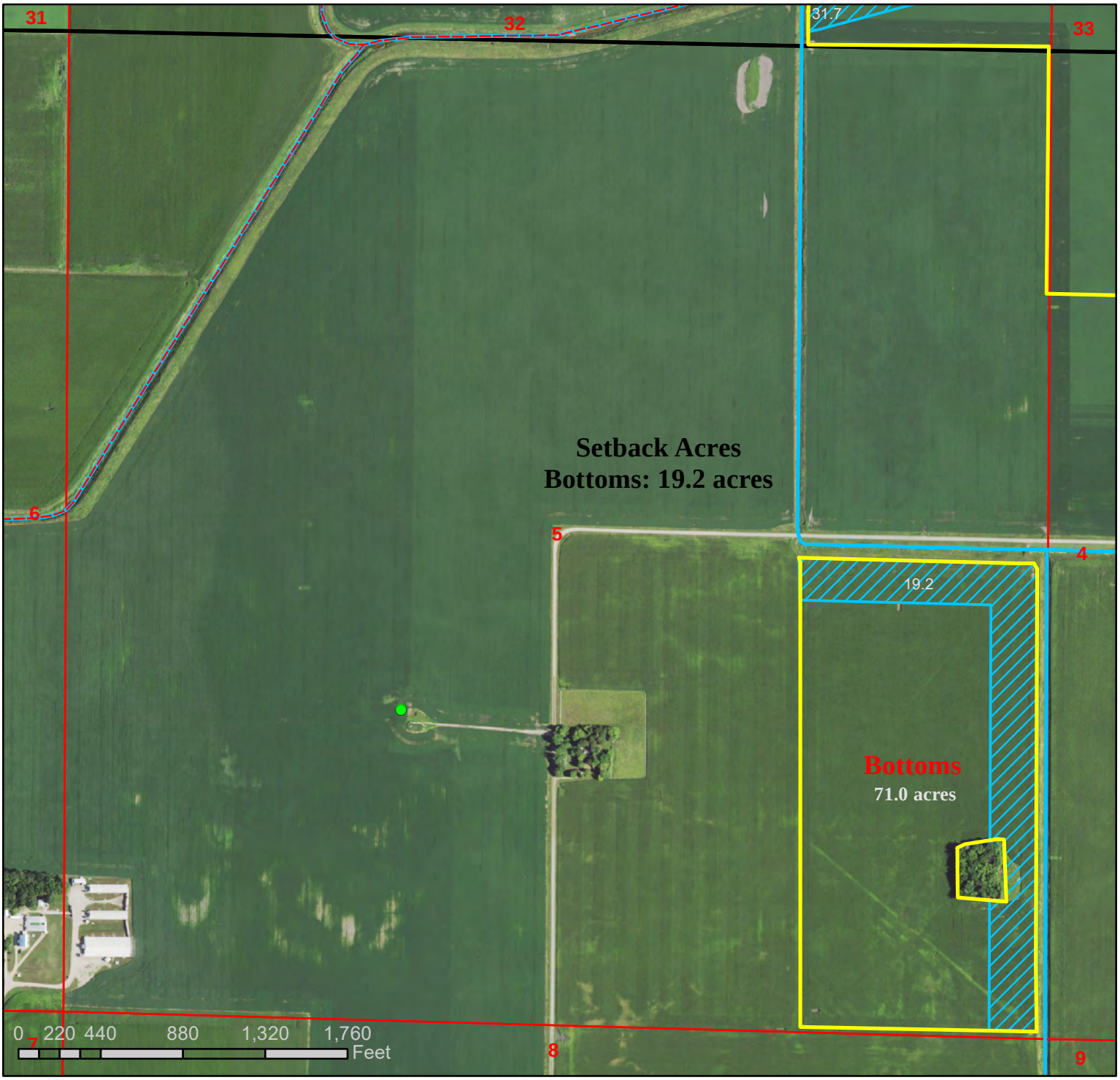
N W E S

Area Symbol: MN103, Soil Area Version: 18

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	50.07	70.5%		IIw	91	81	72	56	81
L83A	Webster clay loam, 0 to 2 percent slopes	11.90	16.8%		IIw	93	82	78	60	82
102B	Clarion loam, 2 to 6 percent slopes	3.62	5.1%		IIe	95	83	78	62	83
L85A	Nicollet clay loam, 1 to 3 percent slopes	3.43	4.8%		Iw	99	81	81	64	81
109	Cordova clay loam, 0 to 2 percent slopes	1.70	2.4%		IIw	87	85	85	65	82
86	Canisteo clay loam, 0 to 2 percent slopes	0.29	0.4%		IIw	93	81	71	56	81
			Weighted Average		**1.95**	**91.8**	***n 81.4**	***n 74.1**	***n 57.6**	***n 81.3**

*n: The aggregation method is "Weighted Average using all components"
*c: Using Capabilities Class Dominant Condition Aggregation Method
Soils data provided by USDA and NRCS.

Sensitive Features Map



Legend

- Intakes
- Impaired Streams
- PWI Streams
- MN Well Index
- AnnexBounds
- Setback
- Townships
- Sections
- PWI Wetlands
- SWAA
- DWMSA

Annexstad Dairy Farms Inc.
Lake Prairie 5
Nicollet County, MN

CENTROL® ENVIRONMENTAL & ENGINEERING

N
W E
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Aerial Map

CENTROL® CROP CONSULTING

Map Center: 44° 27' 22.74, -94° 5' 24.4

0ft 817ft 1634ft

5-111N-27W
Nicollet County
Minnesota

N
W E
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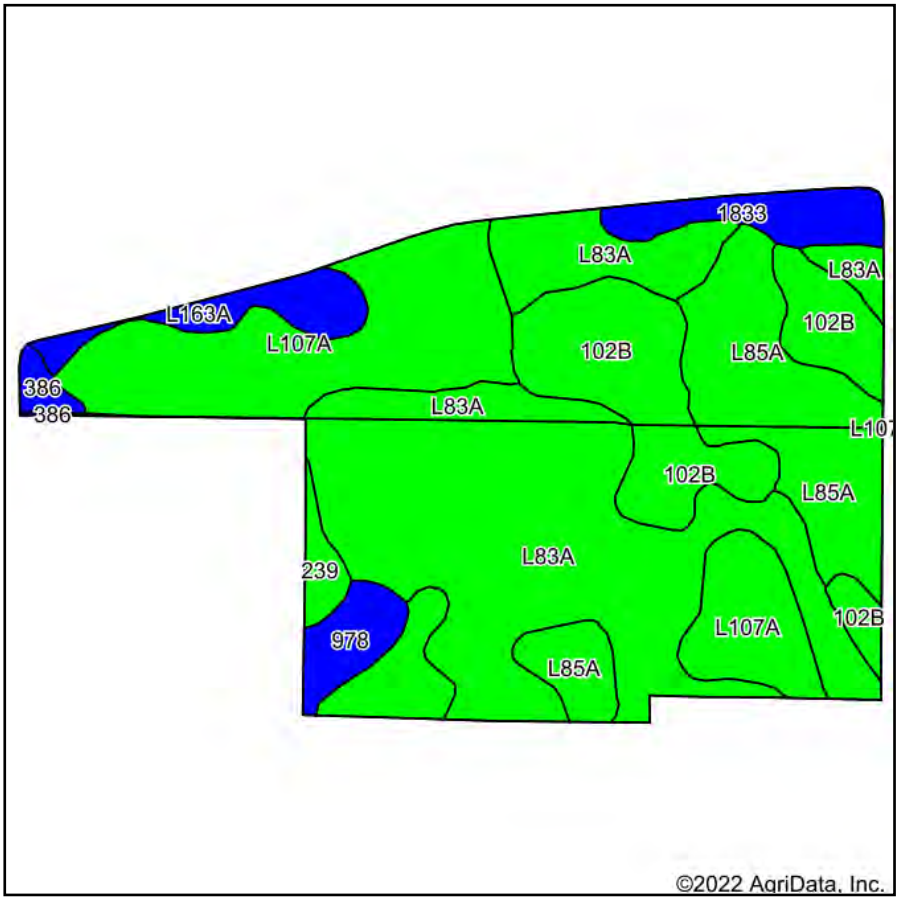
11/29/2022

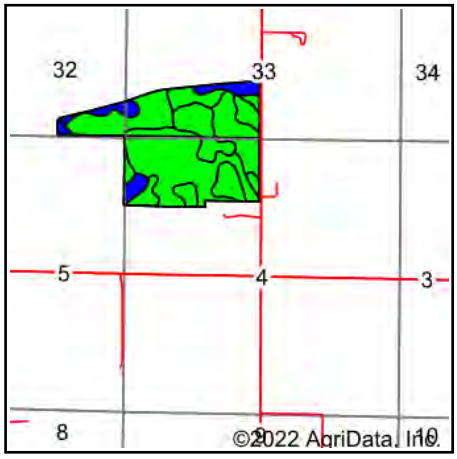
Maps Provided By:
surety® CUSTOMIZED ONLINE MAPPING

 www.AgriDataInc.com

Soils Map



Soils data provided by USDA and NRCS.



State: **Minnesota**
County: **Nicollet**
Location: **5-111N-27W**
Township: **Lake Prairie**
Acres: **147.64**
Date: **11/29/2022**

CENTROL CROP CONSULTING

Maps Provided By:
surety CUSTOMIZED ONLINE MAPPING

www.AgriDataInc.com

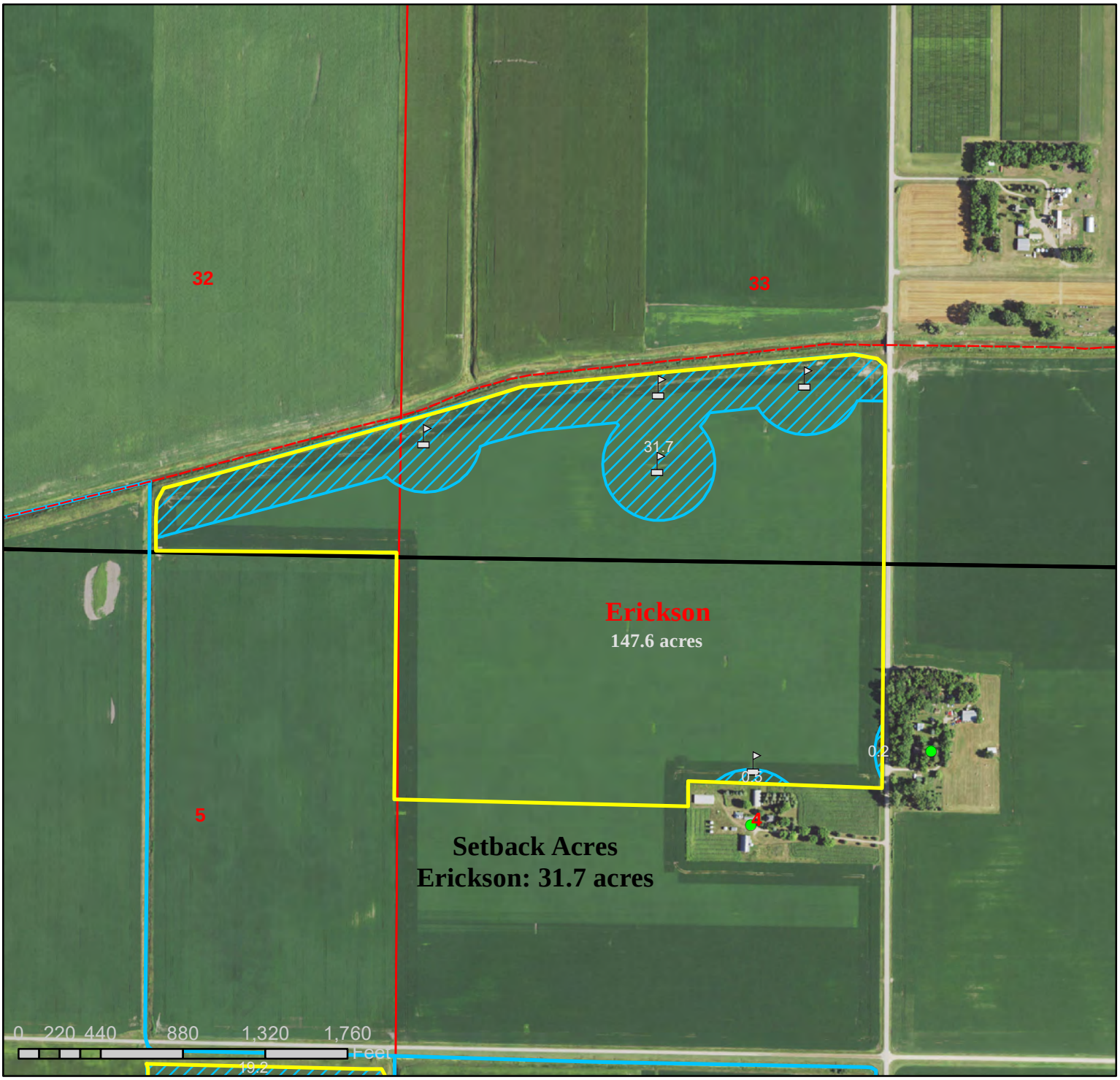
N W E S

Area Symbol: MN103, Soil Area Version: 18
Area Symbol: MN143, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
L83A	Webster clay loam, 0 to 2 percent slopes	43.48	29.5%		IIw	93	82	78	60	82
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	22.00	14.9%		IIw	91	81	72	56	81
102B	Clarion loam, 2 to 6 percent slopes	14.20	9.6%		IIe	95	83	78	62	83
L83A	Webster clay loam, 0 to 2 percent slopes	12.69	8.6%		IIw	93	82	78	60	82
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	11.45	7.8%		IIw	91	81	72	56	81
L85A	Nicollet clay loam, 1 to 3 percent slopes	10.39	7.0%		Iw	99	81	81	64	81
L85A	Nicollet clay loam, 1 to 3 percent slopes	10.30	7.0%		Iw	99	81	81	64	81
102B	Clarion loam, 2 to 6 percent slopes	6.62	4.5%		IIe	95	83	78	62	83
1833	Coland clay loam, 0 to 2 percent slopes, occasionally flooded	5.21	3.5%		IIw	83	83	70	41	83
L163A	Okoboji silty clay loam, 0 to 1 percent slopes	4.55	3.1%		IIIw	86	76	74	64	74
978	Cordova-Rolfe complex, 0 to 2 percent slopes	3.67	2.5%		IIw	86	84	84	65	77
239	Le Sueur loam, 1 to 3 percent slopes	1.80	1.2%		Iw	97	90	90	70	84
386	Okoboji mucky silty clay loam	1.19	0.8%		IIIw	86	76	52	22	76
386	Okoboji mucky silty clay loam	0.09	0.1%		IIIw	86	76	58	20	76
			Weighted Average		**1.89**	**92.9**	***n 81.7**	***n 76.7**	***n 59.3**	***n 81.4**

*n: The aggregation method is "Weighted Average using all components"
*c: Using Capabilities Class Dominant Condition Aggregation Method
Soils data provided by USDA and NRCS.

Sensitive Features Map



Legend

- Intakes
- Impaired Streams
- PWI Streams
- MN Well Index
- AnnexBounds
- Setback
- Townships
- Sections
- PWI Wetlands
- SWAA
- DWMSA

Annexstad Dairy Farms Inc.
Lake Prairie 4 & 5
Nicollet County, MN

CENTROL® ENVIRONMENTAL & ENGINEERING

N
W E
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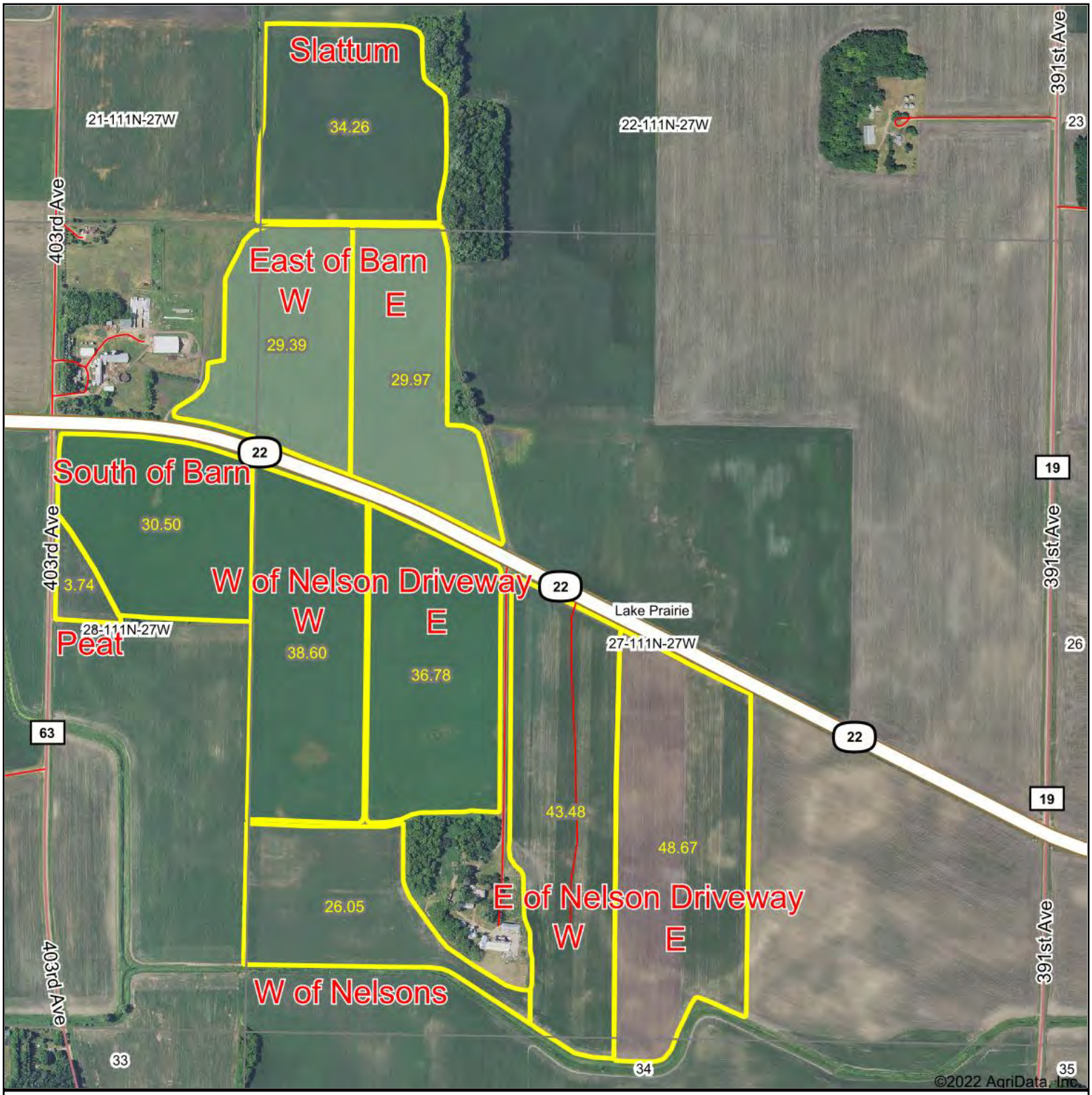
Aerial Map



CENTROL® CROP CONSULTING

Map Center: 44° 23' 35, -94° 3' 43.76

0ft 1017ft 2035ft

27-111N-27W
Nicollet County
Minnesota

N
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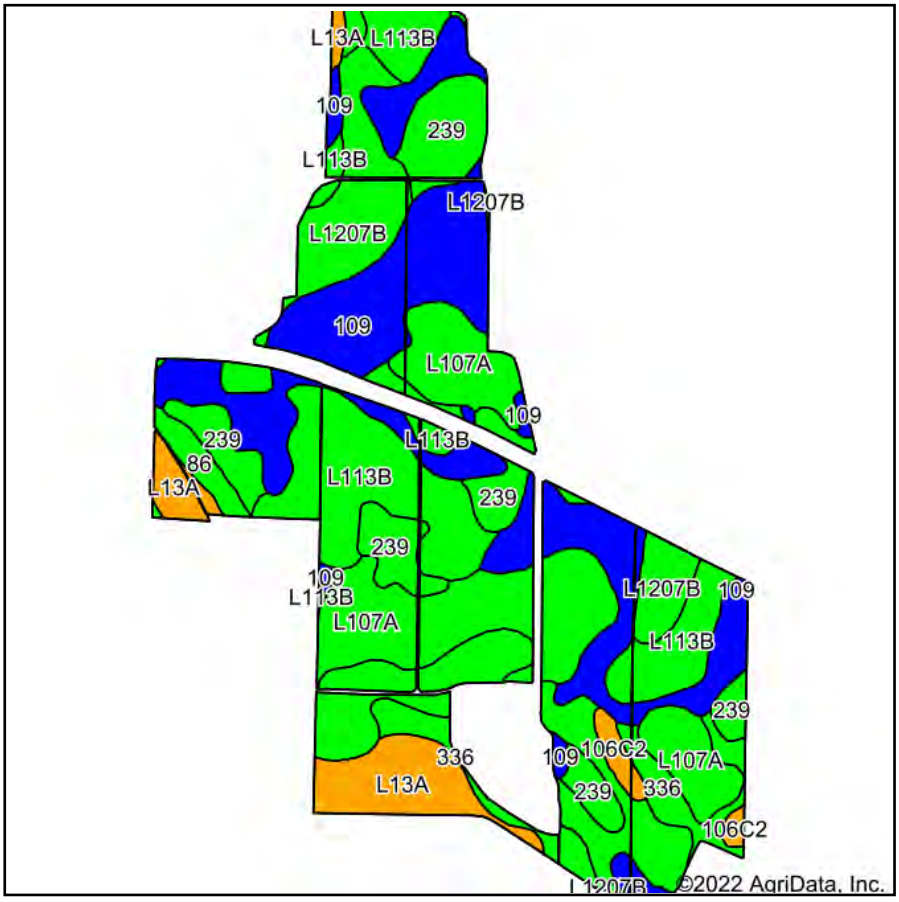
12/21/2022

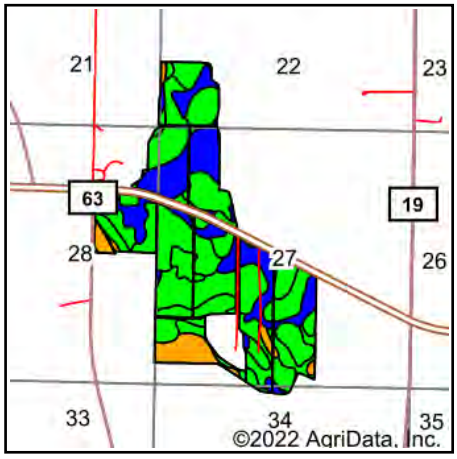
Maps Provided By:
surety® CUSTOMIZED ONLINE MAPPING

 www.AgriDataInc.com

Soils Map



Soils data provided by USDA and NRCS.



State: **Minnesota**
County: **Nicollet**
Location: **27-111N-27W**
Township: **Lake Prairie**
Acres: **321.44**
Date: **12/21/2022**

CENTROL® CROP CONSULTING

Maps Provided By: surety® CUSTOMIZED ONLINE MAPPING

 www.AgriDataInc.com

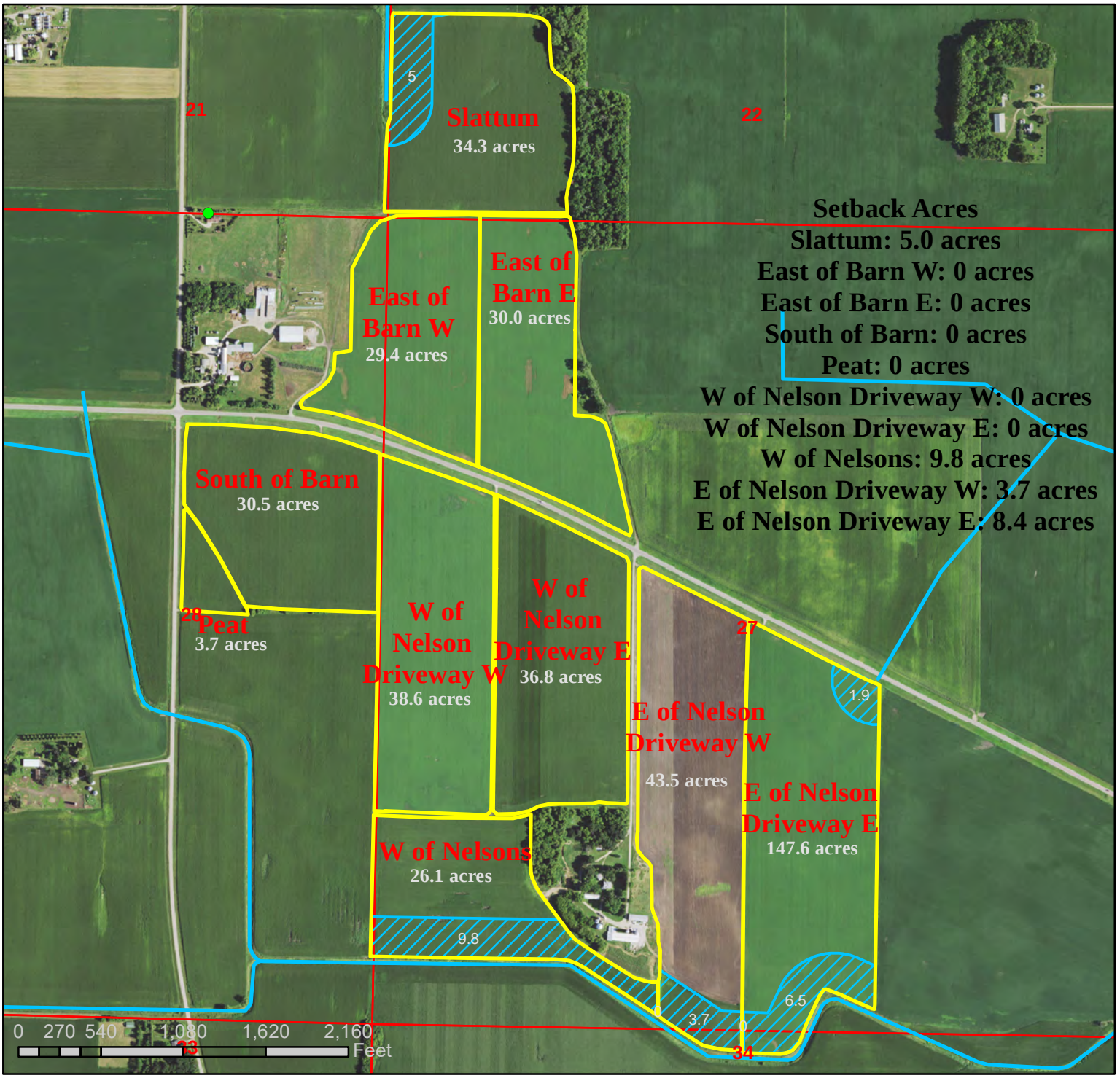
N W E S

Area Symbol: MN103, Soil Area Version: 18

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
109	Cordova clay loam, 0 to 2 percent slopes	80.98	25.2%		IIw	87	85	85	65	82
L113B	Reedslake-Le Sueur complex, 1 to 6 percent slopes	80.75	25.1%		IIe	98	81	77	62	80
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	55.71	17.3%		IIw	91	81	72	56	81
239	Le Sueur loam, 1 to 3 percent slopes	33.65	10.5%		Iw	97	90	90	70	84
L1207B	Le Sueur-Reedslake-Cordova complex, 0 to 5 percent slopes	28.22	8.8%		IIe	95	81	79	62	80
L13A	Klossner muck, 0 to 1 percent slopes	20.21	6.3%		IIIw	77	84	78	68	84
336	Delft clay loam, 0 to 2 percent slopes	13.83	4.3%		IIw	94	79	77	59	79
86	Canisteo clay loam, 0 to 2 percent slopes	4.36	1.4%		IIw	93	81	71	56	81
106C2	Lester loam, 6 to 10 percent slopes, moderately eroded	3.73	1.2%		IIIe	76	77	77	56	69
			Weighted Average		**1.97**	**91.8**	***n 83**	***n 79.7**	***n 62.7**	***n 81.2**

*n: The aggregation method is "Weighted Average using all components"
*c: Using Capabilities Class Dominant Condition Aggregation Method
Soils data provided by USDA and NRCS.

Sensitive Features Map



Legend

- Intakes
- Impaired Streams
- PWI Streams
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- AnnexBounds
- Setback
- Townships
- Sections
- PWI Wetlands
- SWAA
- DWMSA

Annexstad Dairy Farms Inc.
Lake Prairie 21, 22, 27, & 28
Nicollet County, MN

CENTROL®
ENVIRONMENTAL & ENGINEERING

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Aerial Map

CENTROL® CROP CONSULTING

Map Center: 44° 25' 13.49, -94° 3' 34.39

0ft 815ft 1631ft

15-111N-27W
Nicollet County
Minnesota

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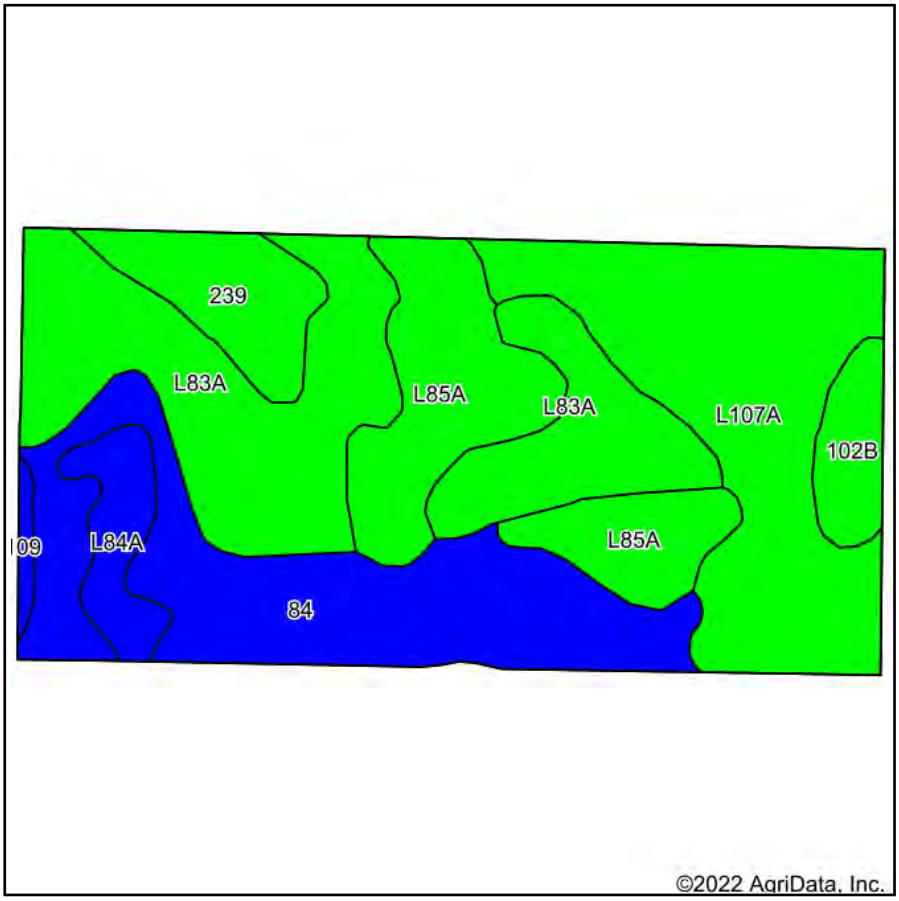
11/29/2022

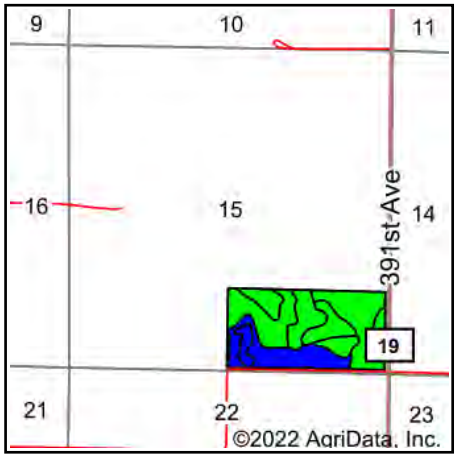
Maps Provided By:
surety® CUSTOMIZED ONLINE MAPPING

 www.AgriDataInc.com

Soils Map



Soils data provided by USDA and NRCS.



State: **Minnesota**
County: **Nicollet**
Location: **15-111N-27W**
Township: **Lake Prairie**
Acres: **75.28**
Date: **11/29/2022**

CENTROL CROP CONSULTING

Maps Provided By:
surety CUSTOMIZED ONLINE MAPPING

www.AgriDataInc.com

N W E S

Area Symbol: MN103, Soil Area Version: 18

Code	Soil Description	Acres	Percent of field	PI Legend	Non-Irr Class *c	Productivity Index	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
L83A	Webster clay loam, 0 to 2 percent slopes	20.08	26.7%		IIw	93	82	78	60	82
L107A	Canisteo-Glencoe complex, 0 to 2 percent slopes	17.61	23.4%		IIw	91	81	72	56	81
84	Brownton silty clay loam, 0 to 2 percent slopes	16.15	21.5%		IIw	81	65	64	44	64
L85A	Nicollet clay loam, 1 to 3 percent slopes	11.23	14.9%		Iw	99	81	81	64	81
239	Le Sueur loam, 1 to 3 percent slopes	4.42	5.9%		Iw	97	90	90	70	84
L84A	Glencoe clay loam, 0 to 1 percent slopes	2.88	3.8%		IIIw	86	77	76	60	76
102B	Clarion loam, 2 to 6 percent slopes	2.41	3.2%		IIe	95	83	78	62	83
109	Cordova clay loam, 0 to 2 percent slopes	0.50	0.7%		IIw	87	85	85	65	82
			Weighted Average		**1.83**	**90.8**	***n 78.3**	***n 74.7**	***n 56.9**	***n 77.7**

*n: The aggregation method is "Weighted Average using all components"
*c: Using Capabilities Class Dominant Condition Aggregation Method
Soils data provided by USDA and NRCS.

Sensitive Features Map

Legend

- Intakes
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- SWAA
- DWMSA

Annexstad Dairy Farms Inc.
Lake Prairie 15
Nicollet County, MN

CENTROL® ENVIRONMENTAL & ENGINEERING

N
W E
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Manure Analysis Results

Stearns DHIA Laboratories

MN Lab ID# 027-145-378

825 12th St. So., P O Box 227,
Sauk Centre, MN 56378-0227
320.352.2028 Phone
800.369.2697 Toll Free
320.352.6163 Fax
Email:
stearnsdhialab@stearnsdhialab.com

Name: CENTROL CROP CONSULTING
PO BOX 236
351 BURLINGTON CIRCLE
MARSHALL, MN 56258

Sample ID/Invoice#: 507219
Account #: 002376
Internal ID#: 158141
Species: Dairy
Sample Type: Manure
Receipt Date: 12/14/2022 10:03 AM
Report Date: 12/15/2022 12:26:40 PM
Site: CENTROBT
Client Sample ID: ANNEXSTAD DAIRY FARM BED PACK

Manure Nutrients	Units	As Received	lbs/1000 gal	lbs/Ton
Moisture, %	%	56.66		
Dry Matter	%	43.34		
Nitrogen (TKN)	%	0.72	59.94	14.38
%P205	%	0.31	25.86	6.20
%K20	%	1.03	85.74	20.57

Estimated 1st Year Available Nutrients

	Injected or Incorporated		Surface Applied	
	as Liquid (lbs/1000 gal)	as Solid (lbs/ton)	as Liquid (lbs/1000 gal)	as Solid (lbs/ton)
Nitrogen (TKN)	33	8	12	3
%P205	21	5	21	5
%K20	77	19	77	19

Estimated $ Value of Equivalent Commercial Fertilizer

Prices as of 08/22/2022

Nitrogen	$0.94
P205	$0.90
K20	$0.62

	Injected or Incorporated		Surface Applied	
	As Liquid (per 1000 gal)	As Solid (per ton)	As Liquid (per 1000 gal)	As Solid (per ton)
Nitrogen (TKN)	$30.99	$7.44	$11.27	$2.70
%P205	$18.62	$4.47	$18.62	$4.47
%K20	$47.85	$11.48	$47.85	$11.48
Total $ Value	$97.46	$23.39	$77.74	$18.65

This analysis is based solely on the sample provided.
Improper sampling techniques will result in misrepresentation of values.

Stearns DHIA Laboratories

MN Lab ID# 027-145-378

825 12th St. So., P O Box 227,
Sauk Centre, MN 56378-0227
320.352.2028 Phone
800.369.2697 Toll Free
320.352.6163 Fax
Email:
stearnsdhialab@stearnsdhialab.com

Name: CENTROL CROP CONSULTING
PO BOX 236
351 BURLINGTON CIRCLE
MARSHALL, MN 56258

Sample ID/Invoice#: 496388
Account #: 002376
Internal ID#: 152513
Species: Beef
Sample Type: Manure
Receipt Date: 8/15/2022 12:15 AM
Report Date: 8/16/2022 2:10:42 PM
Site: CENTRJMU
Client Sample ID: BLAC-X LOT BASIN

Like-In-Kind representative manure analysis of the proposed run-off basin

Manure Nutrients	Units	As Received	lbs/1000 gal	lbs/Ton
Moisture, %	%	99.65		
Dry Matter	%	0.35		
Nitrogen (TKN)	%	0.02	1.41	0.34
%P205	%	0.05	4.30	1.03
%K20	%	0.08	6.99	1.68

Estimated 1st Year Available Nutrients

	Injected or Incorporated		Surface Applied	
	as Liquid (lbs/1000 gal)	as Solid (lbs/ton)	as Liquid (lbs/1000 gal)	as Solid (lbs/ton)
Nitrogen (TKN)	1	0	0	0
%P205	3	1	3	1
%K20	6	2	6	2

Estimated $ Value of Equivalent Commercial Fertilizer

Prices as of 04/01/2022

Nitrogen	$1.13
P205	$0.95
K20	$0.70

	Injected or Incorporated		Surface Applied	
	As Liquid (per 1000 gal)	As Solid (per ton)	As Liquid (per 1000 gal)	As Solid (per ton)
Nitrogen (TKN)	$0.96	$0.23	$0.40	$0.10
%P205	$3.27	$0.78	$3.27	$0.78
%K20	$4.41	$1.06	$4.41	$1.06
Total $ Value	$8.64	$2.07	$8.08	$1.94

This analysis is based solely on the sample provided.
Improper sampling techniques will result in misrepresentation of values.

Stearns DHIA Laboratories

MN Lab ID# 027-145-378

825 12th St. So., P O Box 227,
Sauk Centre, MN 56378-0227
320.352.2028 Phone
800.369.2697 Toll Free
320.352.6163 Fax
Email:
steamsdhialab@steamsdhialab.com

Name: D AND D PUMPING
47679 365TH ST
SAUK CENTRE, MN 56378

Sample ID/Invoice#: 474233
Account #: 002604
Internal ID#: 145094
Species: Dairy
Sample Type: Manure
Receipt Date: 10/13/2021 11:53 AM
Report Date: 10/14/2021 3:59:57 PM
Sample Cost: $28.00
Client Sample ID: JOHNSON DAIRY INC

Like-In-Kind representative manure analysis of the proposed lagoon/ earthen basin

Manure Nutrients	Units	As Received	lbs/1000 gal	lbs/Ton
Moisture, %	%	96.53		
Dry Matter	%	3.47		
Nitrogen (TKN)	%	0.24	20.14	4.83
%P205	%	0.09	7.26	1.74
%K20	%	0.24	20.27	4.86

Estimated 1st Year Available Nutrients

	Injected or Incorporated		Surface Applied	
	as Liquid (lbs/1000 gal)	as Solid (lbs/ton)	as Liquid (lbs/1000 gal)	as Solid (lbs/ton)
Nitrogen (TKN)	11	3	4	1
%P205	6	1	6	1
%K20	18	4	18	4

Estimated $ Value of Equivalent Commercial Fertilizer

Prices as of 09/02/2021

Nitrogen	$0.61
P205	$0.75
K20	$0.54

	Injected or Incorporated		Surface Applied	
	As Liquid (per 1000 gal)	As Solid (per ton)	As Liquid (per 1000 gal)	As Solid (per ton)
Nitrogen (TKN)	$6.76	$1.62	$2.46	$0.59
%P205	$4.36	$1.05	$4.36	$1.05
%K20	$9.85	$2.36	$9.85	$2.36
Total $ Value	$20.97	$5.03	$16.67	$4.00

This analysis is based solely on the sample provided.
Improper sampling techniques will result in misrepresentation of values.

Soil Test Results

MINNESOTA VALLEY TESTING LABORATORIES, INC.

MVTL

1126 N. Front St. ~ New Ulm, MN 56073 ~ 800-782-3557 ~ Fax 507-359-2890
2616 E. Broadway Ave. ~ Bismarck, ND 58502 ~ 800-279-6885 ~ Fax 701-258-9724
1201 Lincoln Highway ~ Nevada, IA 50201 ~ 800-362-0855 ~ Fax 515-382-3885
www.mvtl.com

MEMBER
ACIL

SUBMITTED BY:025042

SUBMITTED FOR: Annexstad Dairy
Farm: Annexstad Dairy
Field: Home Nelson

BOB WOLF
AGROTECH CONSULTING LLC
320 MAPLE RIDGE DRIVE
HENDERSON MN 56044

Date Received: Jun 11 2020
Report Date:
Work Order No: 202011-01176

Lab Num	Sample ID	Soil pH	Buff pH	OM %	B-I P ppm	Olsen P ppm	MehP ppm	Salts EC	K ppm	Zn ppm	Cu ppm	B ppm	S ppm	NO3 lbs	N-NH4 lbs	Cl lbs	BrayII ppm	CCE %
20-A73716	1	7.4	7.3	6.1	39	22			307									
20-A73717	2	7.7	7.4	5.5	2	26			278									
20-A73718	3	7.0	7.2	6.1	73	40			401									
20-A73719	4	7.0	7.1	4.5	126	74			424									
20-A73720	5	7.3	7.3	4.7	58	45			357									
20-A73721	6	7.2	7.2	6.9	40	24			332									
20-A73722	7	7.2	7.2	6.2	28	18			276									
20-A73723	8	7.6	7.4	6.6	13	29			273									
20-A73724	9	7.2	7.2	4.5	172	98			606									
20-A73725	10	6.6	7.0	6.1	99	53			321									
20-A73726	11	6.7	7.0	7.8	75	47			292									
20-A73727	12	6.8	7.0	5.5	62	40			210									
20-A73728	13	7.0	7.1	4.7	122	73			436									
20-A73729	14	7.4	7.3	4.0	59	33			299									
20-A73730	15	7.1	7.2	6.6	58	32			329									
20-A73731	16	7.5	7.3	6.5	26	14			197									
20-A73732	17	7.3	7.2	6.1	15	10			126									
20-A73733	18	7.0	7.1	4.8	89	47			167									
20-A73734	19	7.0	7.0	5.1	33	21			137									
20-A73735	20	7.0	7.1	7.2	83	45			420									
20-A73736	21	6.7	6.9	8.2	68	37			147									
20-A73737	22	6.8	7.0	4.4	59	33			165									
20-A73738	23	7.1	7.2	4.7	67	37			151									
20-A73739	24	7.0	7.1	4.6	51	29			111									
20-A73740	25	7.6	7.3	4.3	22	12			147									
20-A73741	26	7.1	7.1	8.2	30	15			153									
20-A73742	27	7.2	7.2	7.8	30	18			188									
20-A73743	28	7.2	7.2	4.3	53	30			135									
20-A73744	29	7.1	7.2	5.4	53	34			215									
20-A73745	30	7.2	7.2	4.8	20	16			128									
20-A73746	31	6.9	7.1	5.0	19	13			147									
20-A73747	32	6.6	6.9	5.7	49	28			162									
20-A73748	33	6.4	6.8	11.5	75	49			385									
20-A73749	34	7.3	7.3	4.0	51	29			184									
20-A73750	35	7.1	7.2	4.8	51	31			244									

MINNESOTA VALLEY TESTING LABORATORIES, INC.

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MEMBER
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SUBMITTED BY:025042

SUBMITTED FOR: Annexstad Dairy
Farm: Annexstad Dairy
Field: Home Nelson

BOB WOLF
AGROTECH CONSULTING LLC
320 MAPLE RIDGE DRIVE
HENDERSON MN 56044

Date Received: Jun 11 2020
Report Date:
Work Order No: 202011-01176

Lab Num	Sample ID	Soil pH	Buff pH	OM %	B-I P ppm	Olsen P ppm	MehP ppm	Salts EC	K ppm	Zn ppm	Cu ppm	B ppm	S ppm	NO3 lbs	N-NH4 lbs	Cl lbs	BrayII ppm	CCE %
20-A73751	36	6.9	7.1	6.9	41	25			227									
20-A73752	37	7.4	7.2	6.1	20	12			261									
20-A73753	38	6.9	7.1	9.2	210	89			786									
20-A73754	39	7.4	7.4	3.0	129	49			418									
20-A73755	40	7.0	7.2	9.7	38	25			405									
20-A73756	41	7.3	7.3	5.5	55	27			414									
20-A73757	42	7.1	7.2	5.2	147	87			754									
20-A73758	43	7.1	7.2	5.4	118	68			757									
20-A73759	44	7.3	7.3	8.3	82	51			408									
20-A73760	45	6.3	6.7	12.4	39	25			338									
20-A73761	46	6.4	6.8	9.9	62	29			357									
20-A73762	47	7.3	7.3	4.7	95	55			444									
20-A73763	48	7.5	7.4	3.4	80	54			572									
20-A73764	49	7.6	7.3	6.5	21	12			170									
20-A73765	50	7.1	7.1	5.0	40	25			140									
20-A73766	51	7.2	7.1	4.6	38	23			107									
20-A73767	52	7.2	7.2	4.7	58	37			193									
20-A73768	53	7.2	7.2	4.5	41	26			143									
20-A73769	54	7.0	7.1	4.6	47	28			148									
20-A73770	55	7.2	7.1	6.2	67	39			171									
20-A73771	56	7.2	7.2	5.3	34	22			170									
20-A73772	57	7.0	7.1	5.5	44	26			129									
20-A73773	58	7.0	7.2	4.1	53	28			126									
20-A73774	59	7.5	7.3	5.0	4	11			126									
20-A73775	60	7.4	7.3	6.8	33	19			156									
20-A73776	61	7.2	7.1	5.6	49	30			136									
20-A73777	62	7.1	7.1	5.3	58	36			139									
20-A73778	63	7.0	7.0	3.9	24	17			112									
20-A73779	64	7.2	7.2	5.0	35	23			132									

	#	OM	pH	P Olsen	K
W of Nelsons	38	9.2	6.9	89	786
	39	3	7.4	49	418
	40	9.7	7	25	405
	41	5.5	7.3	27	414
	42	5.2	7.1	87	754
	43	5.4	7.1	68	757
	44	8.3	7.3	51	408
	45	12.4	6.3	25	338
	46	9.9	6.4	29	357
	47	4.7	7.3	55	444
	48	3.4	7.5	54	572
Total		**7.0**	**7.1**	**50.8**	**513.9**
West of Nelsons Driveway W	52	4.7	7.2	37	193
	51	4.6	7.2	23	107
	64	5	7.2	23	132
	53	4.5	7.2	26	143
	63	3.9	7	17	112
	54	4.6	7	28	148
	50	5	7.1	25	140
	62	5.3	7.1	36	139
	55	6.2	7.2	39	171
	61	5.6	7.2	30	136
	60	6.8	7.4	19	156
	56	5.3	7.2	22	170
	49	6.5	7.6	12	170
	59	5	7.5	11	126
	57	5.5	7	26	129
	58	4.1	7	28	126
Total		**5.2**	**7.2**	**25.1**	**143.6**
E of Nelsons Driveway W	1	6.1	7.4	22	307
	7	6.2	7.2	18	276
	16	6.5	7.5	14	197
	6	6.9	7.2	24	332
	15	6.6	7.1	32	329
	2	5.5	7.7	26	278
	8	6.6	7.6	29	273
	18	4.8	7	47	167
	5	4.7	7.3	45	357
	14	4	7.4	33	299
	3	6.1	7	40	401
	9	4.5	7.2	98	606
	20	7.2	7	45	420
	4	4.5	7	74	424
	13	4.7	7	73	436
	10	6.1	6.6	53	321

	22	4.4	6.8	33	165
	11	7.8	6.7	47	292
	12	5.5	6.8	40	210
Total		**5.7**	**7.1**	**41.7**	**320.5**
E of Nelsons Driveway E	30	4.8	7.2	16	128
	31	5	6.9	13	147
	17	6.1	7.3	10	126
	29	5.4	7.1	34	215
	37	6.1	7.4	12	261
	28	4.3	7.2	30	135
	32	5.7	6.6	28	162
	19	5.1	7	21	137
	27	7.8	7.2	18	188
	36	6.9	6.9	25	227
	26	8.2	7.1	15	153
	33	11.5	6.4	49	385
	35	4.8	7.1	31	244
	21	8.2	6.7	37	147
	25	4.3	7.6	12	147
	34	4	7.3	29	184
	24	4.6	7	29	111
	23	4.7	7.1	37	151
Total		**6.0**	**7.1**	**24.8**	**180.4**
W of Nelsons Driveway E	59	7.4	7.1	18	183
	65	5.3	7.6	17	131
	54	6.5	7.2	24	170
	60	5.7	7.1	22	128
	66	5.9	7.3	15	147
	58	5.1	7.3	20	173
	64	5.6	7.7	24	141
	55	4.5	7.2	15	152
	61	6.1	7.4	13	119
	67	6.8	8	7	99
	57	10	7.6	22	197
	63	6.5	7.7	9	168
	56	5.3	7.3	12	114
	62	5.6	7	10	121
	68	4.3	7.6	12	201
Total		**6.0**	**7.4**	**16.0**	**149.6**
Peat & South of Barn	52	7.8	7.9	22	97
	50	6.8	7.9	12	137
	49	9.2	7.7	8	134
	51	6.5	7.3	28	233
	48	5.3	7	34	158
	46	6.9	6.8	14	135
	45	5.6	7.2	16	172
	47	5	7.2	10	138

	44	6.7	7.3	5	136
	42	5.9	7.2	33	171
	41	5.2	7.1	29	145
	43	4.9	7.3	28	239
	40	6.1	7.2	58	224
Total		**6.3**	**7.3**	**22.8**	**163.0**
E of Barn E	17	6.8	7.5	34	191
	18	7.4	7.6	24	228
	19	7.1	7.9	39	338
	20	7.2	8.1	12	106
	21	4.7	7.6	31	214
	8	6.3	7.7	9	137
	7	6.8	7.6	21	179
	6	6.8	7.9	19	204
	5	5.8	7.7	10	167
	4	7	7.6	14	152
	1	6.3	7.2	20	129
	3	6.9	7.6	22	217
	2	4.8	7.3	28	347
Total		**6.5**	**7.6**	**21.8**	**200.7**
E of Barn W	39	8.6	6.8	38	158
	34	4.7	7.2	37	127
	35	5.3	6.8	35	203
	36	5	7.2	33	186
	37	5.5	7.5	26	160
	38	5.9	7.9	24	212
	26	6.1	7.2	44	191
	25	7.4	6.9	32	254
	24	7.7	7.4	17	148
	23	5.6	7.9	20	140
	22	5.8	7.6	21	138
Total		**6.1**	**7.3**	**29.7**	**174.3**
Slattum	30	6.3	7.3	82	525
	31	5.5	7.3	81	506
	32	4.8	7.4	105	738
	33	6	7.4	129	999
	13	5.1	7.4	87	769
	29	4.1	7.4	42	316
	28	5.3	7.3	46	363
	27	5.9	7.3	71	485
	12	7.1	7.3	34	344
	14	5.9	7.2	32	233
	15	6.8	7.2	33	341
	16	5.3	7.2	42	305
	11	5.3	7.3	30	184
	10	5.5	7.3	47	230
	9	6.1	7.2	40	294

Total	**5.7**	**7.3**	**60.1**	**442.1**

CENTROL®
CROP CONSULTING

Soil Test Overview Map

Annexstad Dairy **Area:** 70.85

Farm: Annexstad Dairy

Field: Bottoms lp5t

Location:

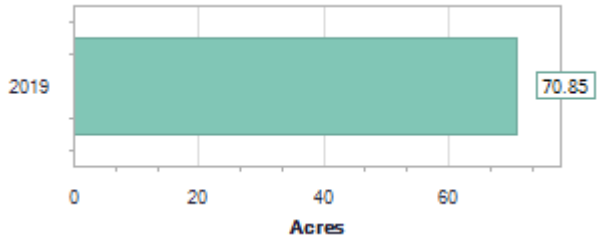
County:

Township: Lake Prairie

Twp Rng Sec: T111N R27W S5

Directions:

Acres sampled by year

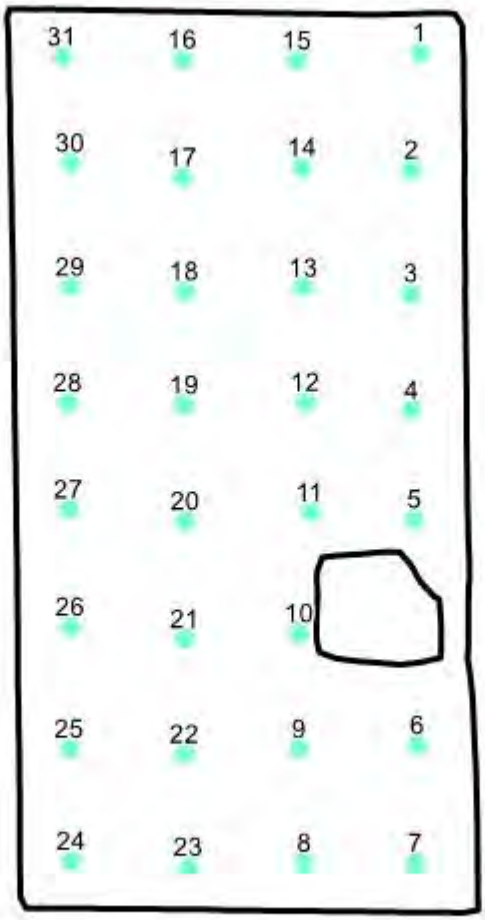


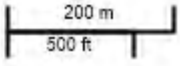
CENTROL CROP CONSULTING

Soil Test Sampling Map

Annexstad Dairy
Farm: Annexstad Dairy
Field: Bottoms lp5t

Area: 70.85
Sample Date: Apr 24, 2019
Lab Name:





Location:
County:
Township: Lake Prairie
Twp Rng Sec: T111N R27W S5

Summary Statistics
Layer Name: Soil Test 2019
Sample Count: 31
LayerID: 264004H9e9f

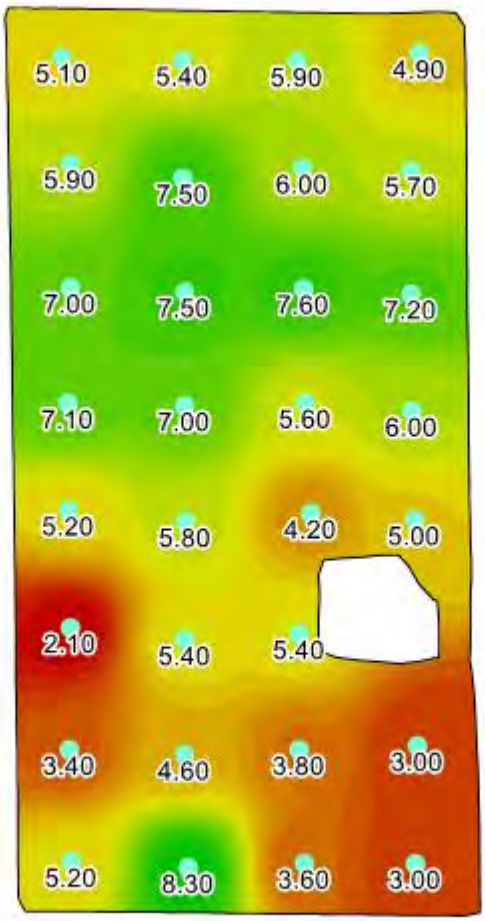
Notes:

CENTROL CROP CONSULTING

Soil Test Map Report - OM

Annexstad Dairy
Farm: Annexstad Dairy
Field Bottoms lp5t

Area: 70.85
Sample Date Apr 24, 2019
Lab Name

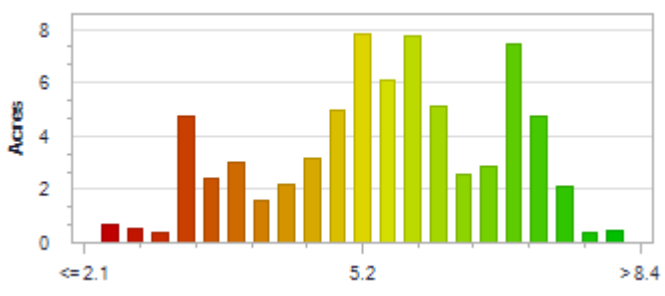


-94.092481, 44.445782 Lake Prairie, Nicollet, Minnesota 111N 27W 5

200 m
500 ft

Location:
County:
Township: Lake Prairie
Twp Rng Sec: T111N R27W S5
Summary Statistics
Layer Name Soil Test 2019
Sample Count 31
Minimum 2.1
Maximum 8.3
Average Rate 5.45
Weighted Average: 5.46

OM percent

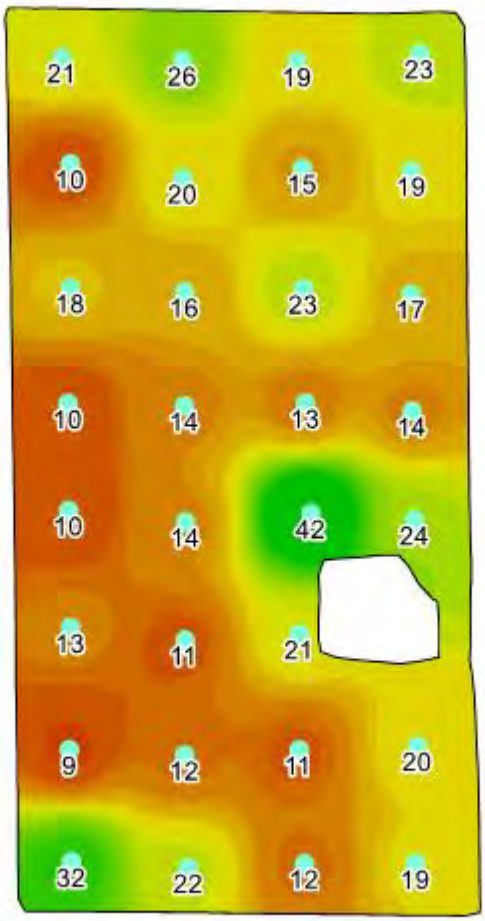


CENTROL CROP CONSULTING

Soil Test Map Report - P_Olsen

Annexstad Dairy
Farm: Annexstad Dairy
Field Bottoms lp5t

Area: 70.85
Sample Date Apr 24, 2019
Lab Name

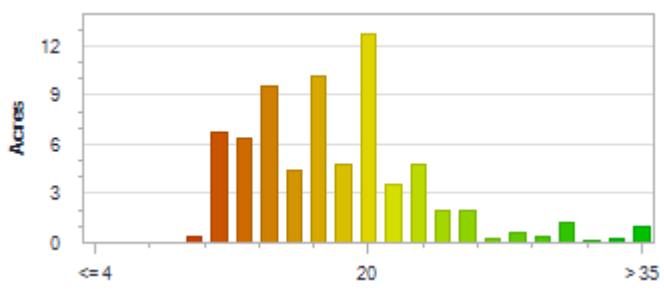


-94.092481, 44.445782 Lake Prairie, Nicollet, Minnesota 111N 27W 5

200 m
500 ft

Location:
County:
Township: Lake Prairie
Twp Rng Sec: T111N R27W S5
Summary Statistics
Layer Name Soil Test 2019
Sample Count 31
Minimum 9
Maximum 42
Average Rate 17.58
Weighted Average: 17.56

P_Olsen ppm



CENTROL CROP CONSULTING

Soil Test Summary

Annexstad Dairy

Farm: Annexstad Dairy

Field: Bottoms lp5t

Area: 70.85

Sample Date: Apr 24, 2019

Lab Name:

SampleID	pH	BpH	OM	P_Olsen	P_Bray	K
none	none	none	percent	ppm	ppm	ppm
1	7.4	7.3	4.90	23	50	309
2	7.5	7.4	5.70	19	6	231
3	7.4	7.3	7.20	17	33	257
4	7.5	7.3	6.00	14	30	273
5	7.3	7.3	5.00	24	46	541
6	5.7	6.7	3.00	20	36	168
7	7.0	7.2	3.00	19	32	135
8	7.8	7.4	3.60	12	28	161
9	7.8	7.4	3.80	11	4	225
10	7.1	7.2	5.40	21	33	232
11	7.0	7.1	4.20	42	66	225
12	7.2	7.2	5.60	13	20	173
13	7.0	7.1	7.60	23	34	263
14	7.6	7.3	6.00	15	29	230
15	7.6	7.3	5.90	19	42	279
16	7.6	7.3	5.40	26	53	306
17	7.1	7.1	7.50	20	31	274
18	7.5	7.3	7.50	16	34	268
19	7.7	7.4	7.00	14	3	263
20	7.5	7.3	5.80	14	27	194
21	7.7	7.4	5.40	11	24	182
22	7.8	7.4	4.60	12	7	164
23	7.6	7.3	8.30	22	42	302
24	7.2	7.2	5.20	32	45	215
25	7.9	7.4	3.40	9	16	160
26	6.5	7.1	2.10	13	21	130
27	7.4	7.3	5.20	10	21	198
28	7.6	7.3	7.10	10	4	185
29	7.6	7.3	7.00	18	14	242
30	7.6	7.3	5.90	10	22	177
31	7.5	7.3	5.10	21	38	195
Average:	7.4	7.3	5.46	18	29	231

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Soil Test Overview Map

Annexstad Dairy **Area:** 147.76

Farm: Annexstad Dairy

Field: Erickson lp4x

Location:

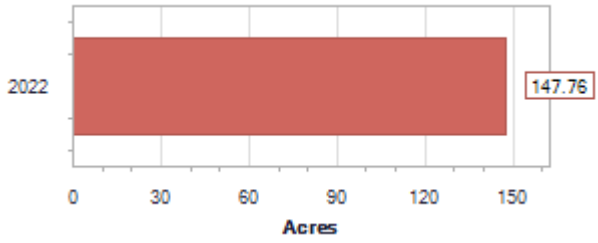
County:

Township: Lake Prairie

Twp Rng Sec: T111N R27W S4

Directions:

Acres sampled by year



CENTROL®
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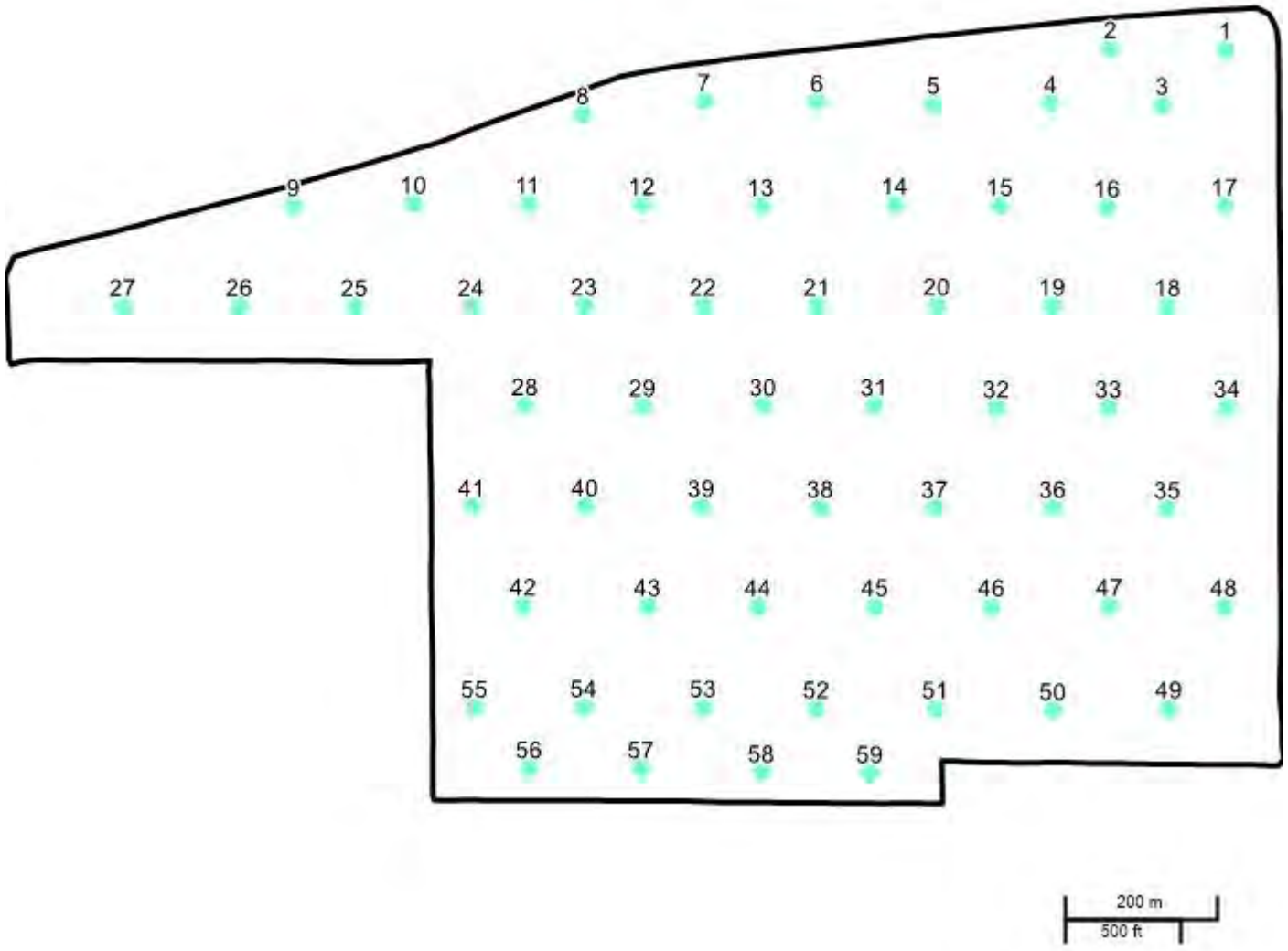
Soil Test Sampling Map

Annexstad Dairy
Farm: Annexstad Dairy
Field: Erickson lp4x

Area: 147.76
Sample Date: Mar 29, 2022
Lab Name: MVTL



Location:
County:
Township: Lake Prairie
Twp Rng Sec: T111N R27W S4

Summary Statistics
Layer Name: lp4xS22
Sample Count: 59
LayerID: 333130Hf975

Notes:

CENTROL CROP CONSULTING

Soil Test Map Report - OM

Annexstad Dairy

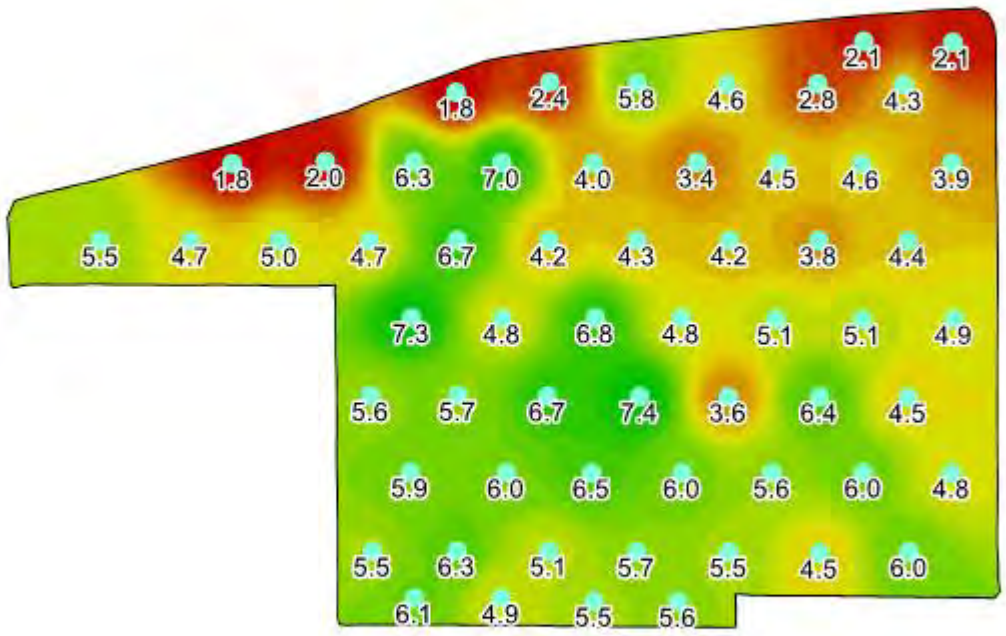
Farm: Annexstad Dairy

Field Erickson lp4x

Area: 147.76

Sample Date Mar 29, 2022

Lab Name MVTL



-94.087522, 44.456434 Lake Prairie, Nicollet, Minnesota 111N 27W 4

200 m
1000 ft

Location:

County:

Township: Lake Prairie

Twp Rng Sec: T111N R27W S4

Summary Statistics

Layer Name lp4xS22

Sample Count 59

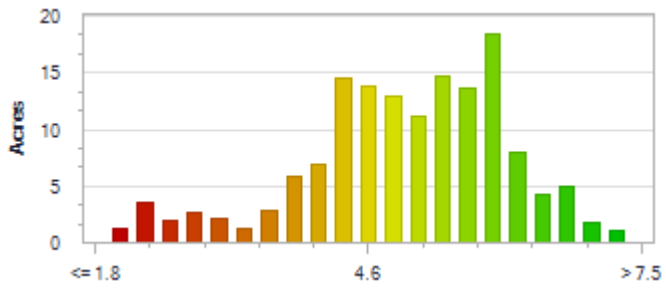
Minimum 1.8

Maximum 7.4

Average Rate 4.97

Weighted Average: 4.97

OM percent

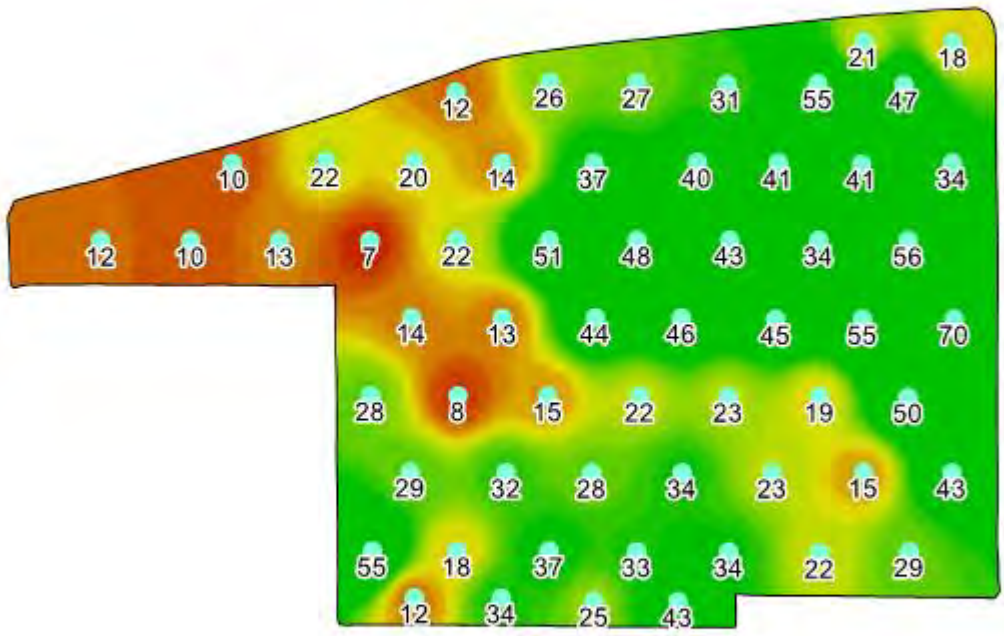


CENTROL CROP CONSULTING

Soil Test Map Report - P_Olsen

Annexstad Dairy
Farm: Annexstad Dairy
Field Erickson lp4x

Area: 147.76
Sample Date Mar 29, 2022
Lab Name MVTL

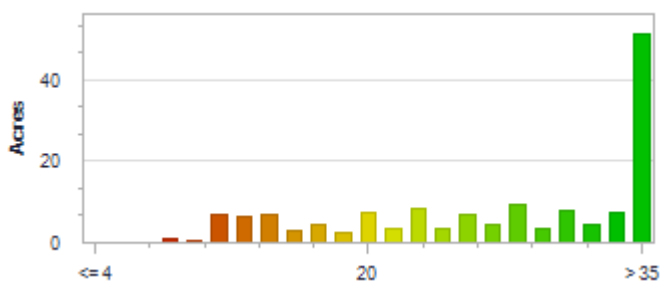


-94.087522, 44.456434 Lake Prairie, Nicollet, Minnesota 111N 27W 4

200 m
1000 ft

Location:
County:
Township: Lake Prairie
Twp Rng Sec: T111N R27W S4
Summary Statistics
Layer Name lp4xS22
Sample Count 59
Minimum 7
Maximum 70
Average Rate 30.41
Weighted Average: 30.44

P_Olsen ppm



CENTROL® CROP CONSULTING

Soil Test Summary

Annexstad Dairy

Farm: Annexstad Dairy

Field: Erickson lp4x

Area: 147.76

Sample Date: Mar 29, 2022

Lab Name: MVTL

SampleID	pH	BpH	OM	P_Olsen	P_Bray	K	Zn
none	none	none	percent	ppm	ppm	ppm	ppm
1	7.9	7.6	2.1	18	64	165	2.90
2	8.0	7.6	2.1	21	43	198	3.00
3	6.8	7.1	4.3	47	84	152	3.00
4	7.7	7.5	2.8	55	115	165	2.60
5	7.1	7.3	4.6	31	70	146	2.50
6	7.3	7.3	5.8	27	60	163	2.70
7	7.6	7.5	2.4	26	43	179	3.40
8	8.0	7.6	1.8	12	8	200	2.90
9	7.8	7.6	1.8	10	3	189	3.10
10	7.8	7.6	2.0	22	6	204	3.30
11	7.4	7.3	6.3	20	44	172	3.20
12	7.6	7.4	7.0	14	36	136	2.20
13	6.4	6.9	4.0	37	59	127	2.20
14	7.4	7.4	3.4	40	87	166	2.50
15	5.9	6.6	4.5	41	68	126	2.40
16	6.3	6.8	4.6	41	80	148	2.60
17	6.2	6.9	3.9	34	60	136	2.10
18	6.7	7.0	4.4	56	84	140	2.50
19	6.6	7.0	3.8	34	58	105	1.80
20	6.8	7.0	4.2	43	72	118	1.70
21	6.1	6.7	4.3	48	72	108	1.60
22	6.5	7.0	4.2	51	83	159	2.40
23	7.4	7.4	6.7	22	72	155	2.20
24	7.7	7.5	4.7	7	6	110	1.20
25	7.6	7.4	5.0	13	36	135	1.60
26	7.7	7.5	4.7	10	17	98	1.60
27	7.6	7.4	5.5	12	2	114	2.20
28	7.6	7.4	7.3	14	39	149	2.00
29	6.8	7.2	4.8	13	20	140	2.00
30	6.8	7.1	6.8	44	58	197	3.10
31	6.1	6.8	4.8	46	68	169	2.90
32	5.9	6.6	5.1	45	71	142	2.50
33	6.0	6.7	5.1	55	92	215	3.30
34	7.2	7.2	4.9	70	102	211	3.30
35	6.6	7.0	4.5	50	90	218	3.30
36	7.6	7.4	6.4	19	51	149	2.70
37	6.5	7.0	3.6	23	29	127	1.90
38	7.3	7.3	7.4	22	47	213	2.80
39	6.9	7.1	6.7	15	27	164	2.40
40	7.7	7.4	5.7	8	21	141	1.80
41	6.4	6.9	5.6	28	40	141	2.10
42	7.0	7.2	5.9	29	48	232	2.60
43	6.8	7.1	6.0	32	61	351	3.10

CENTROL® CROP CONSULTING

Soil Test Summary

Annexstad Dairy

Farm: Annexstad Dairy

Field: Erickson lp4x

Area: 147.76

Sample Date: Mar 29, 2022

Lab Name: MVTL

SampleID	pH	BpH	OM	P_Olsen	P_Bray	K	Zn
none	none	none	percent	ppm	ppm	ppm	ppm
44	6.7	7.0	6.5	28	49	228	2.80
45	6.6	7.0	6.0	34	50	217	3.00
46	7.3	7.3	5.6	23	51	182	3.20
47	7.6	7.5	6.0	15	35	253	2.10
48	6.4	6.8	4.8	43	60	218	2.60
49	7.7	7.4	6.0	29	45	225	2.40
50	7.7	7.5	4.5	22	51	343	2.60
51	6.9	7.1	5.5	34	61	339	2.20
52	6.4	6.7	5.7	33	41	196	2.30
53	6.2	6.8	5.1	37	55	190	2.40
54	7.7	7.5	6.3	18	38	265	1.90
55	6.7	7.1	5.5	55	89	242	3.40
56	7.7	7.4	6.1	12	24	231	2.10
57	6.3	6.8	4.9	34	50	223	2.00
58	6.3	6.7	5.5	25	41	191	2.30
59	6.1	6.6	5.6	43	57	201	2.50
Average:	7.0	7.2	4.9	30	52	182	2.49

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Soil Test Overview Map

Annexstad Dairy **Area:** 325.36

Farm: Annexstad Dairy

Field: Home Nelson lp27a

Location:

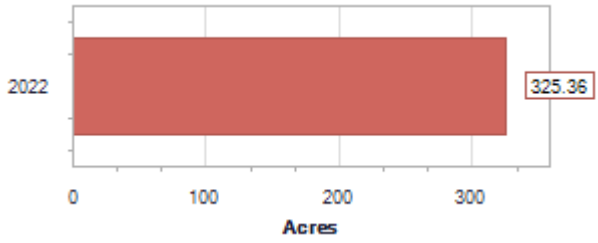
County:

Township: Lake Prairie

Twp Rng Sec: T111N R27W S27

Directions:

Acres sampled by year



CENTROL®
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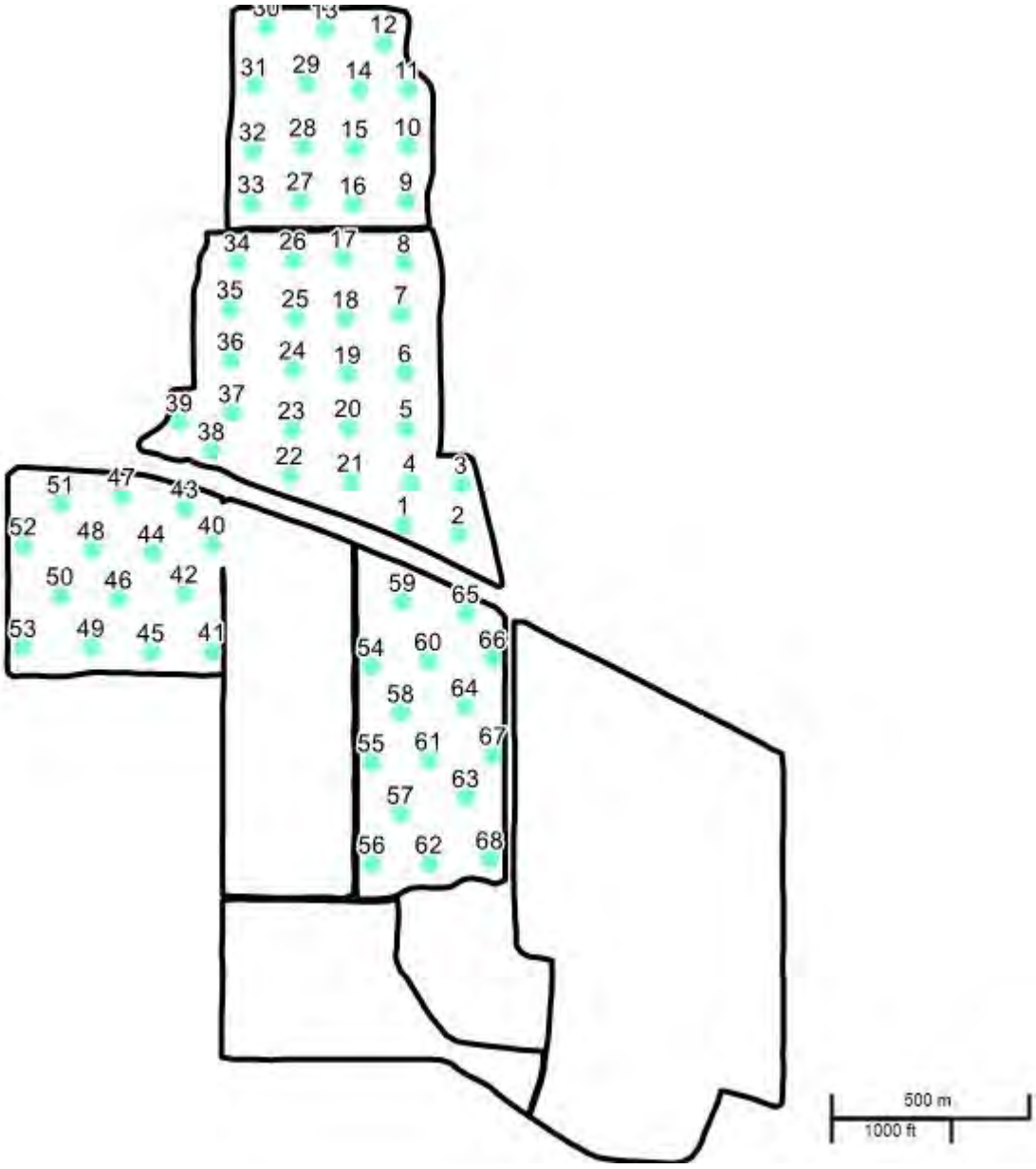
Soil Test Sampling Map

Annexstad Dairy
Farm: Annexstad Dairy
Field: Home Nelson lp27a

Area: 325.36
Sample Date: Feb 18, 2022
Lab Name: MVTL



Location:
County:
Township: Lake Prairie
Twp Rng Sec: T111N R27W S27

Summary Statistics
Layer Name: lp27aS22
Sample Count: 68
LayerID: 327340H1f75

Notes:

CENTROL CROP CONSULTING

Soil Test Map Report - OM

Annexstad Dairy

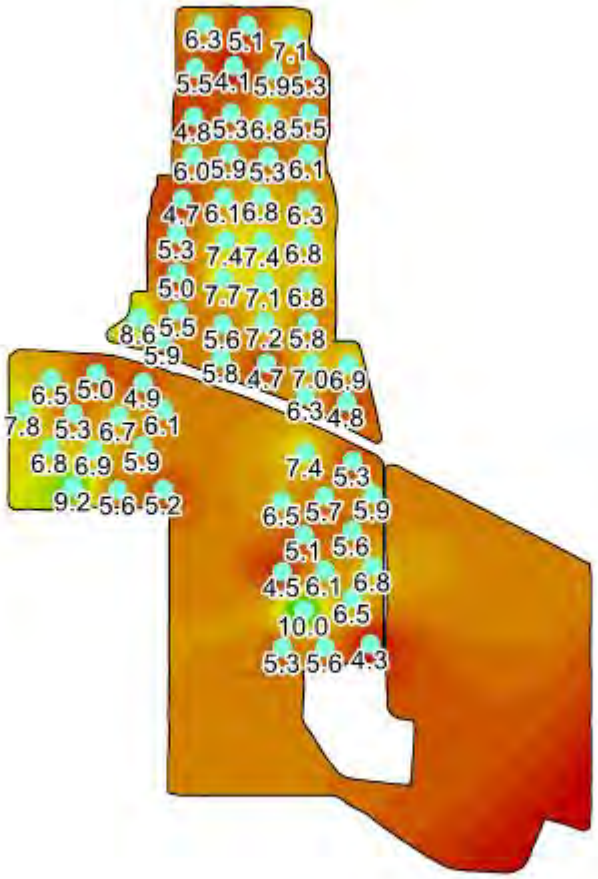
Farm: Annexstad Dairy

Field Home Nelson lp27a

Area: 325.36

Sample Date Feb 18, 2022

Lab Name MVTL



-94.065705, 44.393098 Lake Prairie, Nicollet, Minnesota 111N 27W 27

500 m
2000 ft

Location:

County:

Township: Lake Prairie

Twp Rng Sec: T111N R27W S27

Summary Statistics

Layer Name lp27aS22

Sample Count 68

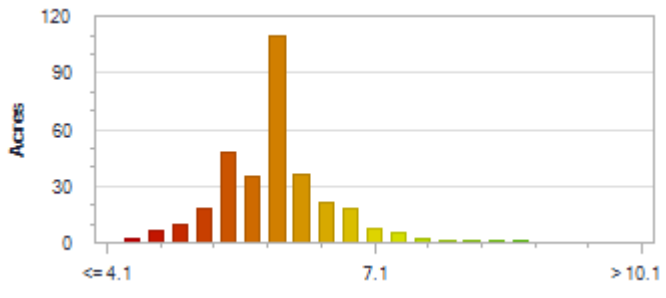
Minimum 4.1

Maximum 10

Average Rate 5.91

Weighted Average: 5.91

OM percent



CENTROL CROP CONSULTING

Soil Test Map Report - P_Olsen

Annexstad Dairy

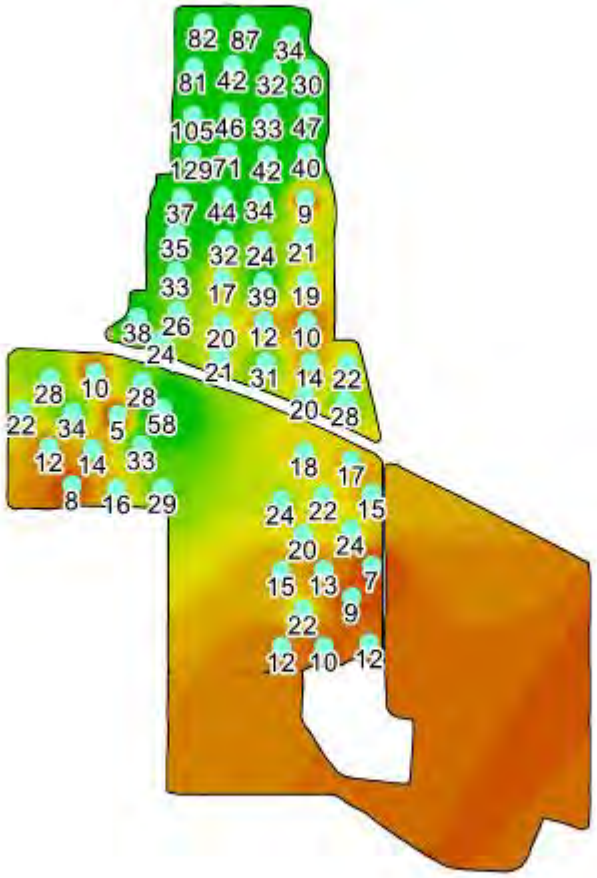
Farm: Annexstad Dairy

Field Home Nelson lp27a

Area: 325.36

Sample Date Feb 18, 2022

Lab Name MVTL



-94.065705, 44.393098 Lake Prairie, Nicollet, Minnesota 111N 27W 27

500 m
2000 ft

Location:

County:

Township: Lake Prairie

Twp Rng Sec: T111N R27W S27

Summary Statistics

Layer Name lp27aS22

Sample Count 68

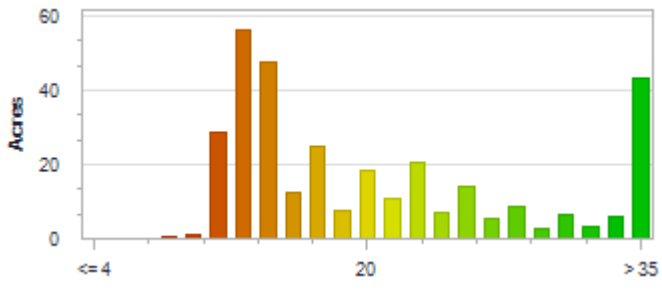
Minimum 5

Maximum 129

Average Rate 22.49

Weighted Average: 22.47

P_Olsen ppm



CENTROL® CROP CONSULTING

Soil Test Summary

Annexstad Dairy

Farm: Annexstad Dairy

Field: Home Nelson lp27a

Area: 325.36

Sample Date: Feb 18, 2022

Lab Name: MVTL

SampleID	pH	BpH	OM	P_Olsen	P_Bray	K	Zn
none	none	none	percent	ppm	ppm	ppm	ppm
1	7.2	7.2	6.3	20	33	129	2.80
2	7.3	7.4	4.8	28	50	347	3.70
3	7.6	7.4	6.9	22	34	217	3.40
4	7.6	7.4	7.0	14	21	152	3.10
5	7.7	7.6	5.8	10	3	167	2.20
6	7.9	7.6	6.8	19	2	204	2.20
7	7.6	7.4	6.8	21	30	179	2.80
8	7.7	7.5	6.3	9	22	137	3.30
9	7.2	7.4	6.1	40	64	294	4.20
10	7.3	7.3	5.5	47	76	230	4.30
11	7.3	7.3	5.3	30	53	184	3.60
12	7.3	7.4	7.1	34	58	344	4.20
13	7.4	7.4	5.1	87	146	769	5.10
14	7.2	7.3	5.9	32	45	233	3.20
15	7.2	7.4	6.8	33	60	341	3.90
16	7.2	7.4	5.3	42	68	305	4.10
17	7.5	7.4	6.8	34	49	191	3.70
18	7.6	7.4	7.4	24	48	228	2.50
19	7.9	7.5	7.1	39	13	338	3.00
20	8.1	7.5	7.2	12	2	106	1.70
21	7.6	7.4	4.7	31	40	214	2.60
22	7.6	7.4	5.8	21	33	138	2.20
23	7.9	7.4	5.6	20	30	140	2.00
24	7.4	7.4	7.7	17	32	148	2.70
25	6.9	7.2	7.4	32	57	254	3.70
26	7.2	7.3	6.1	44	75	191	4.20
27	7.3	7.4	5.9	71	118	485	5.80
28	7.3	7.3	5.3	46	79	363	4.40
29	7.4	7.4	4.1	42	63	316	3.60
30	7.3	7.3	6.3	82	134	525	5.80
31	7.3	7.3	5.5	81	131	506	5.70
32	7.4	7.5	4.8	105	161	738	6.00
33	7.4	7.4	6.0	129	216	999	8.50
34	7.2	7.3	4.7	37	60	127	3.90
35	6.8	7.1	5.3	35	64	203	3.40
36	7.2	7.3	5.0	33	57	186	3.00
37	7.5	7.4	5.5	26	40	160	2.70
38	7.9	7.5	5.9	24	9	212	2.00
39	6.8	7.1	8.6	38	62	158	4.70
40	7.2	7.3	6.1	58	94	224	6.00
41	7.1	7.2	5.2	29	48	145	3.60
42	7.2	7.2	5.9	33	53	171	4.10
43	7.3	7.4	4.9	28	48	239	4.10

CENTROL® CROP CONSULTING

Soil Test Summary

Annexstad Dairy

Farm: Annexstad Dairy

Field: Home Nelson lp27a

Area: 325.36

Sample Date: Feb 18, 2022

Lab Name: MVTL

SampleID	pH	BpH	OM	P_Olsen	P_Bray	K	Zn
none	none	none	percent	ppm	ppm	ppm	ppm
44	7.3	7.3	6.7	5	14	136	3.00
45	7.2	7.3	5.6	16	22	172	3.40
46	6.8	7.0	6.9	14	24	135	3.40
47	7.2	7.2	5.0	10	17	138	2.90
48	7.0	7.2	5.3	34	57	158	4.30
49	7.7	7.5	9.2	8	12	134	3.30
50	7.9	7.6	6.8	12	2	137	2.80
51	7.3	7.3	6.5	28	50	233	4.70
52	7.9	7.6	7.8	22	2	97	4.00
53							
54	7.2	7.3	6.5	24	34	170	4.00
55	7.2	7.3	4.5	15	22	152	2.30
56	7.3	7.3	5.3	12	17	114	2.70
57	7.6	7.4	10.0	22	39	197	3.90
58	7.3	7.3	5.1	20	26	173	2.80
59	7.1	7.2	7.4	18	24	183	3.70
60	7.1	7.1	5.7	22	35	128	2.70
61	7.4	7.4	6.1	13	15	119	2.40
62	7.0	7.1	5.6	10	14	121	2.20
63	7.7	7.5	6.5	9	6	168	2.60
64	7.7	7.4	5.6	24	38	141	3.00
65	7.6	7.4	5.3	17	29	131	2.80
66	7.3	7.3	5.9	15	21	147	3.20
67	8.0	7.5	6.8	7	2	99	2.60
68	7.6	7.5	4.3	12	17	201	2.30
Average:	7.4	7.4	6.1	31	47	232	3.53

CENTROL® CROP CONSULTING

Soil Test Overview Map

Annexstad Dairy **Area:** 75.72

Farm: Annexstad Dairy

Field: Prairie lp15t

Location:

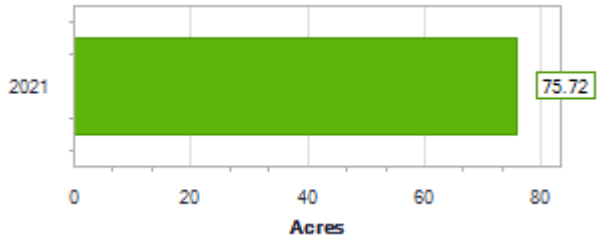
County:

Township: Lake Prairie

Twp Rng Sec: T111N R27W S15

Directions:

Acres sampled by year

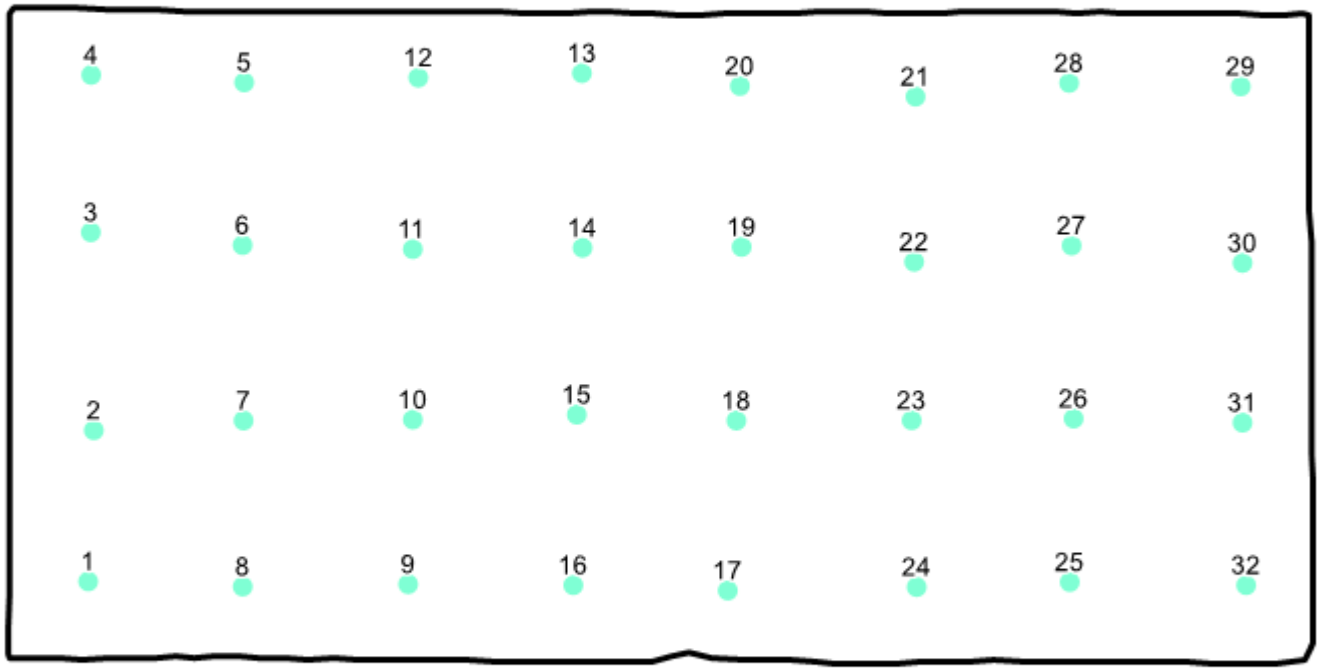


CENTROL® CROP CONSULTING

Soil Test Sampling Map

Annexstad Dairy
Farm: Annexstad Dairy
Field: Prairie lp15t

Area: 75.72
Sample Date: Mar 29, 2021
Lab Name: MVTL



Location:
County:
Township: Lake Prairie
Twp Rng Sec: T111N R27W S15

Summary Statistics
Layer Name: lp15tS21
Sample Count: 32
LayerID: 272926H894a

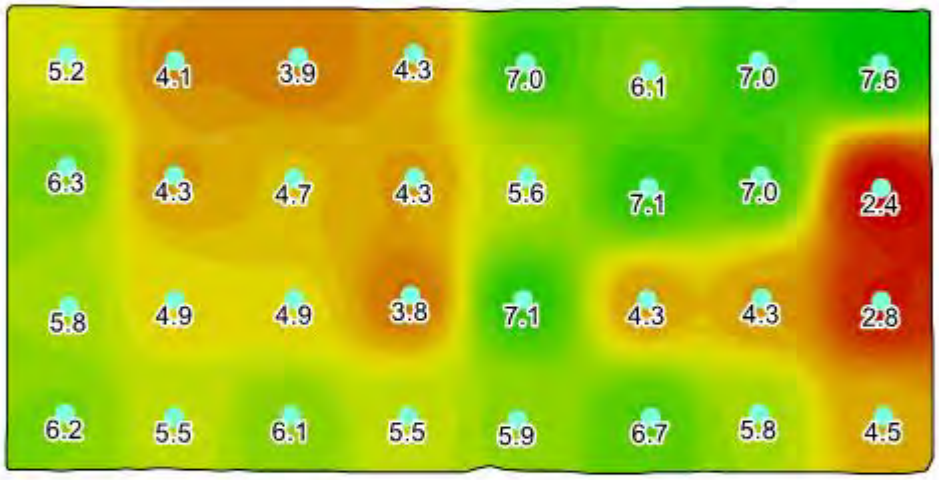
Notes:

CENTROL CROP CONSULTING

Soil Test Map Report - OM

Annexstad Dairy
Farm: Annexstad Dairy
Field Prairie lp15t

Area: 75.72
Sample Date Mar 29, 2021
Lab Name MVTL



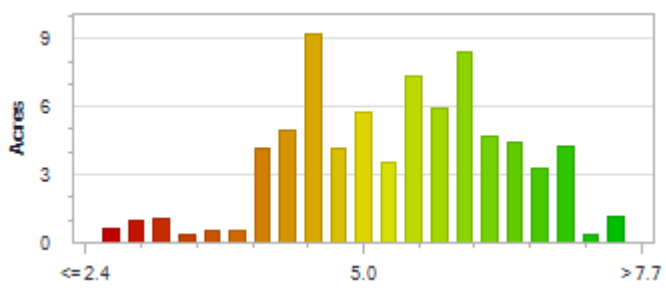
-94.054655, 44.415135 Lake Prairie, Nicollet, Minnesota 111N 27W 15

200 m
500 ft

Location:
County:
Township: Lake Prairie
Twp Rng Sec: T111N R27W S15

Summary Statistics
Layer Name lp15tS21
Sample Count 32
Minimum 2.4
Maximum 7.6
Average Rate 5.35
Weighted Average: 5.35

OM percent



CENTROL CROP CONSULTING

Soil Test Map Report - P_Olsen

Annexstad Dairy

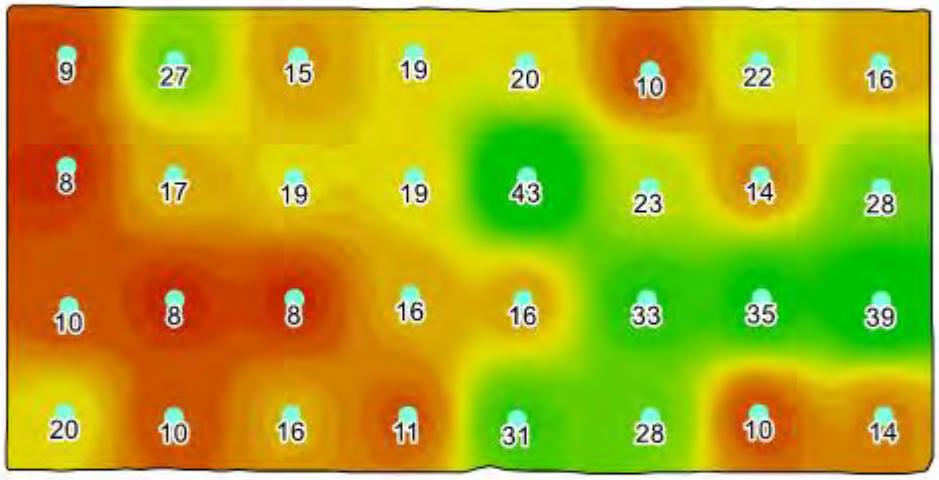
Farm: Annexstad Dairy

Field Prairie lp15t

Area: 75.72

Sample Date Mar 29, 2021

Lab Name MVTL



-94.054655, 44.415135 Lake Prairie, Nicollet, Minnesota 111N 27W 15

200 m
500 ft

Location:

County:

Township: Lake Prairie

Twp Rng Sec: T111N R27W S15

Summary Statistics

Layer Name lp15tS21

Sample Count 32

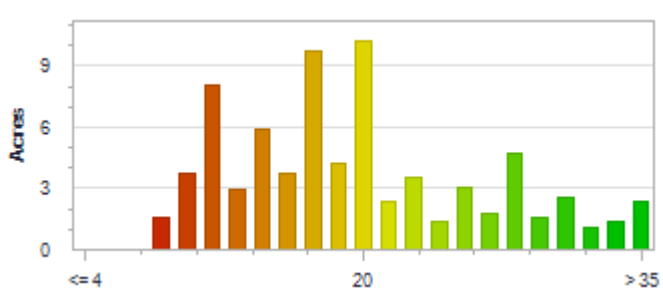
Minimum 8

Maximum 43

Average Rate 19.19

Weighted Average: 19.21

P_Olsen ppm



CENTROL CROP CONSULTING

Soil Test Summary

Annexstad Dairy

Farm: Annexstad Dairy

Field: Prairie lp15t

Area: 75.72

Sample Date: Mar 29, 2021

Lab Name: MVTL

SampleID	pH	BpH	OM	P_Olsen	P_Bray	K
none	none	none	percent	ppm	ppm	ppm
1	7.6	7.3	6.2	20	12	397
2	7.5	7.4	5.8	10	5	315
3	7.5	7.3	6.3	8	15	263
4	7.5	7.3	5.2	9	16	299
5	7.3	7.2	4.1	27	41	288
6	7.5	7.3	4.3	17	23	232
7	7.7	7.4	4.9	8	14	308
8	7.8	7.5	5.5	10	2	286
9	7.3	7.3	6.1	16	22	218
10	7.6	7.3	4.9	8	8	218
11	7.3	7.2	4.7	19	28	248
12	7.3	7.3	3.9	15	21	202
13	7.6	7.3	4.3	19	24	283
14	7.3	7.3	4.3	19	25	209
15	7.4	7.2	3.8	16	21	192
16	7.5	7.3	5.5	11	13	209
17	7.3	7.2	5.9	31	44	290
18	7.6	7.4	7.1	16	30	278
19	7.2	7.2	5.6	43	68	382
20	7.6	7.4	7.0	20	38	362
21	7.7	7.4	6.1	10	11	362
22	7.4	7.3	7.1	23	38	400
23	7.3	7.2	4.3	33	50	358
24	7.5	7.3	6.7	28	42	413
25	7.8	7.4	5.8	10	16	314
26	7.2	7.2	4.3	35	49	368
27	7.7	7.4	7.0	14	14	360
28	7.5	7.3	7.0	22	31	374
29	7.7	7.4	7.6	16	7	382
30	7.5	7.4	2.4	28	49	350
31	7.4	7.3	2.8	39	62	437
32	7.7	7.4	4.5	14	32	341
Average:	7.5	7.3	5.3	19	27	311

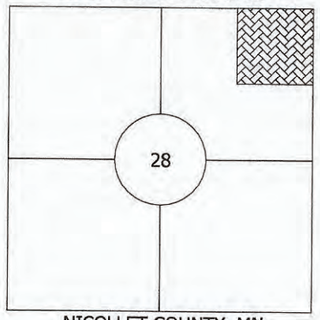
Plans and Specs for Construction, Modification or Expansion

ANNEXSTEAD DAIRY FARMS INC

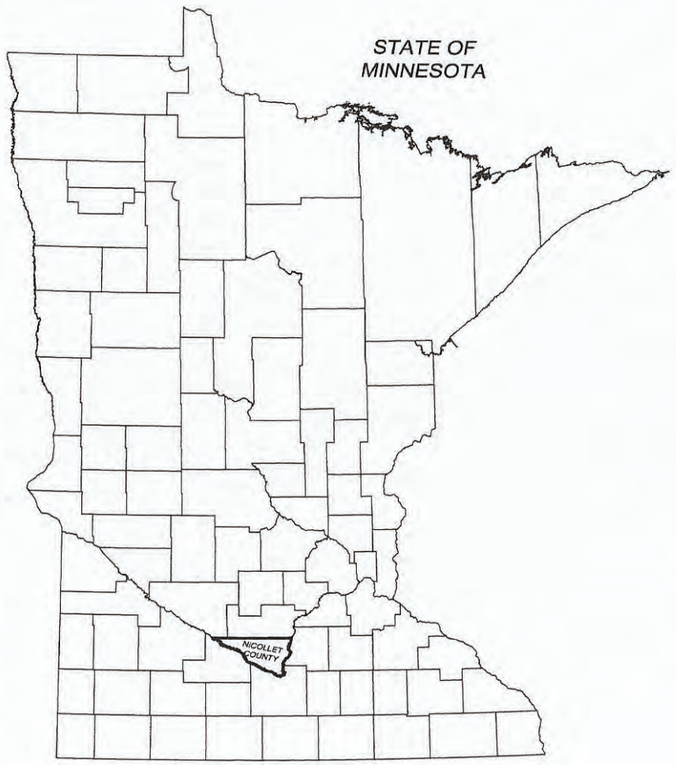
Know what's below. Call before you dig.

State Law and NRCS policy require that the excavator contact Gopher State One-Call at (800) 252-1166 for utility locations 48 hours prior to the start of excavation work.

LAKE PRAIRIE TOWNSHIP



NICOLLET COUNTY, MN



WASTE STORAGE FACILITY (313)
ROOFS AND COVERS (367)
POND SEALING OR LINING, COMPACTED SOIL TREATMENT (520)

AERIAL MAP

DRAWING INDEX

***DRAWINGS TO BE USED IN ACCORDANCE WITH THE ASSOCIATED CONSTRUCTION SPECIFICATIONS**

PROJECT INFORMATION

PROJECT LOCATION:
FROM NORSELAND MN, EAST ON HIGHWAY 22 2.5 MILES, NORTH ON 403RD AVE, SITE ON EAST SIDE OF THE ROAD.

ENGINEER:
CENTROL CROP CONSULTING
ATTN: ELLIOT DE JONGH P.E.
351 BURLINGTON STREET
MARSHALL, MN 56164
970-215-8892

Minnesota NRCS Engineering Job Class: VI

To the best of my professional knowledge, judgement, and belief, the design, construction drawings, and specifications meet applicable NRCS standards and specifications.

DATE: 1-11-23

ELLIOT DE JONGH
T.S.P. NUMBER: 14-9665

ELLIOT DE JONGH REGISTERED PROFESSIONAL ENGINEER No. 52553 1-11-23 STATE OF MINNESOTA

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.

DATE: 1-11-23

ELLIOT DE JONGH

THIS CERTIFICATION COVERS SHEETS #1-#15

LICENSE NUMBER: 52553
LICENSE RENEWAL DATE IS JUNE 30, 2024

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

CENTROL® CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTEAD DAIRY FARMS INC
COVER SHEET
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: C-1
1 of 15

File Name: ANNEXSTEAD_P-1

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1

ANNEXSTAD DAIRY FARMS INC

EXISTING SITE LAYOUT

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

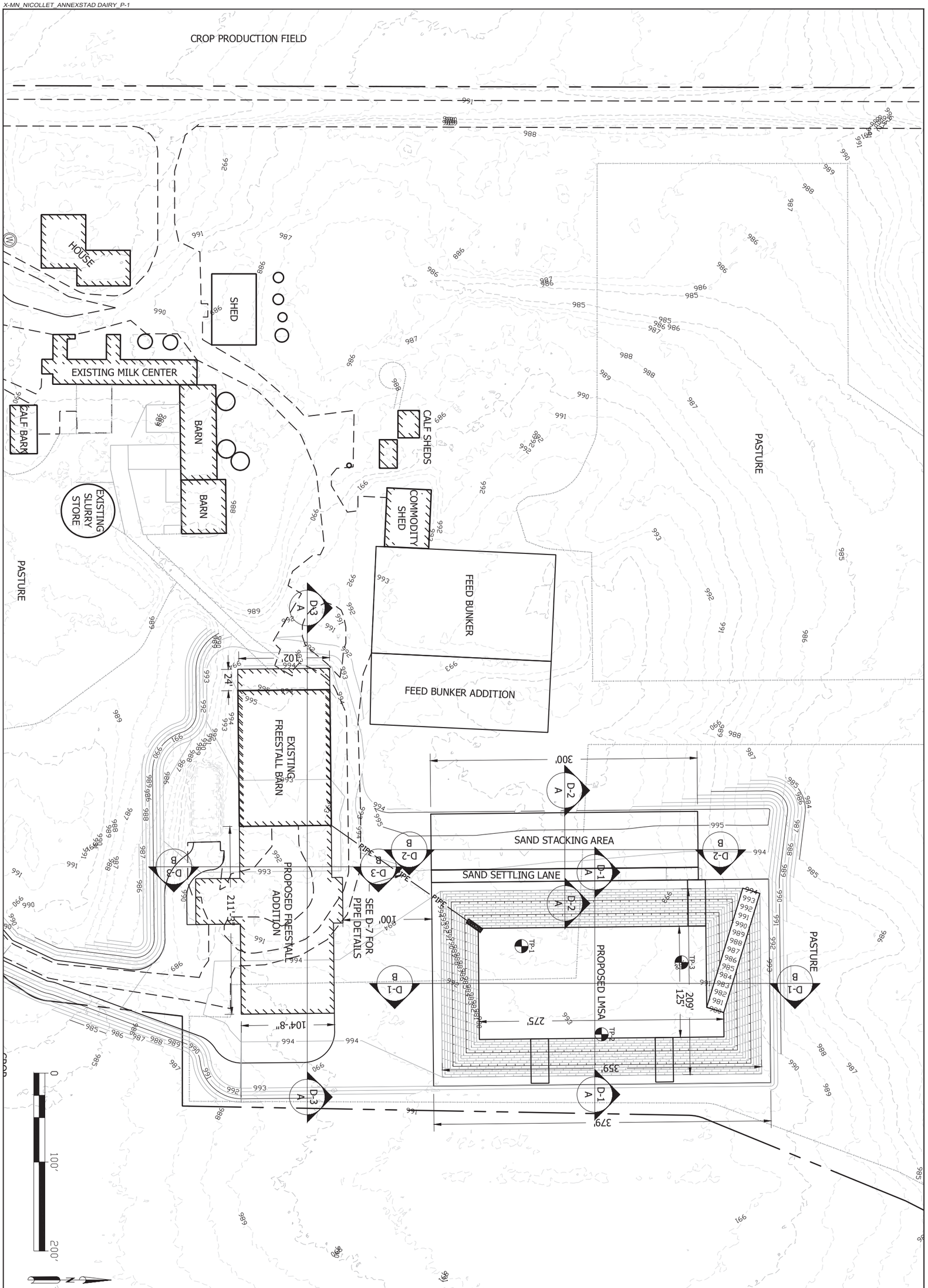
Sheet: EX-1 2 of 15

File Name: ANNEXSTAD_P-1

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1



ANNEXSTAD DAIRY FARMS INC

PROPOSED SITE LAYOUT

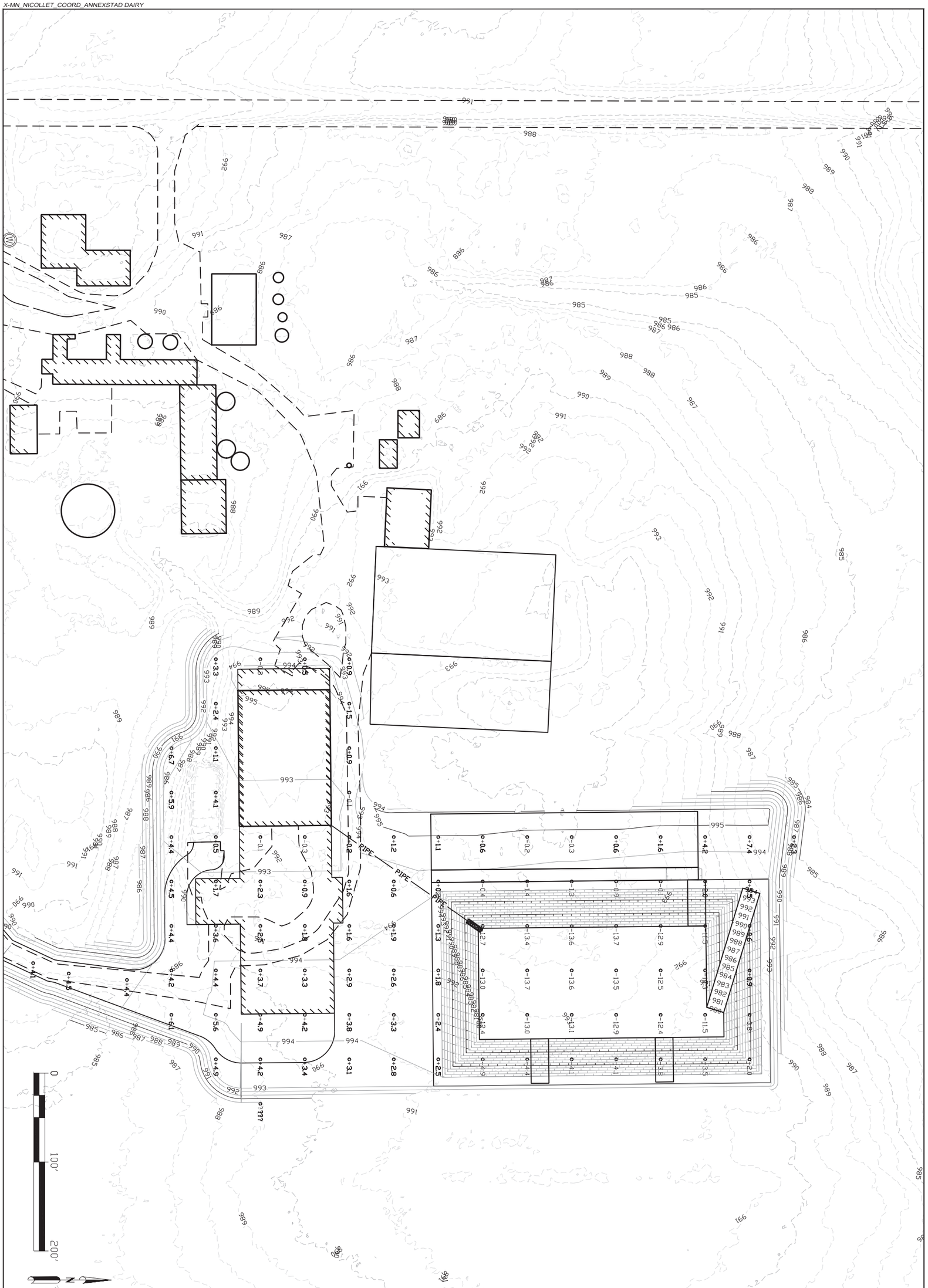
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

Designed by: BL
Drawn by: JL
1/6/2023
Revisions:

Sheet: P-1
3 of 15
File Name: ANNEXSTAD_P-1

X-MN_NICOLLET_COORD_ANNEXSTAD DAIRY



ANNEXSTAD DAIRY FARMS INC

PROPOSED SITE LAYOUT - CUT/FILL

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

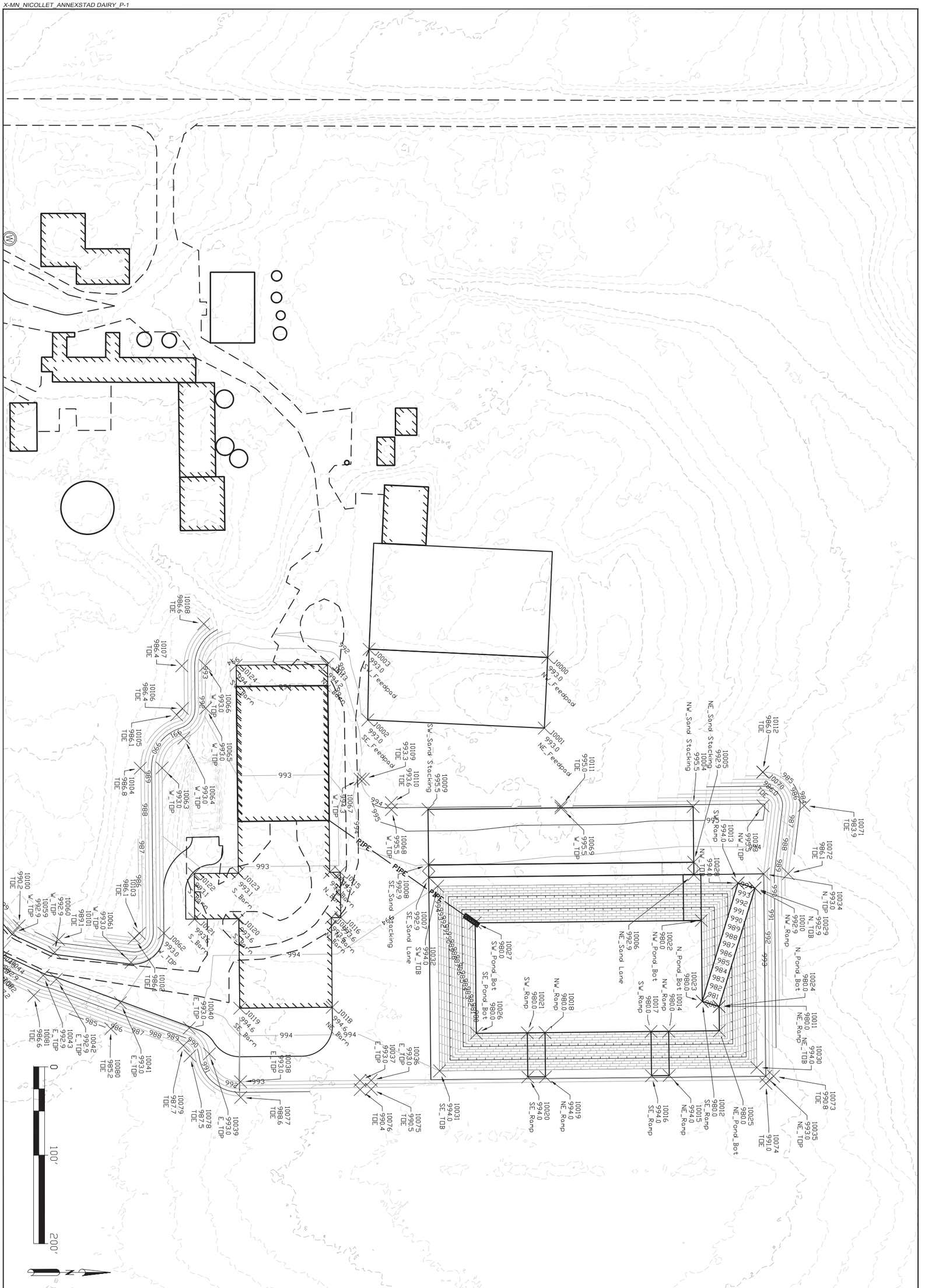
Sheet: P-2
4 of 15

File Name: ANNEXSTAD_P-1

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1



ANNEXSTAD DAIRY FARMS INC

PROPOSED SITE PLAN - STAKEOUT POINTS

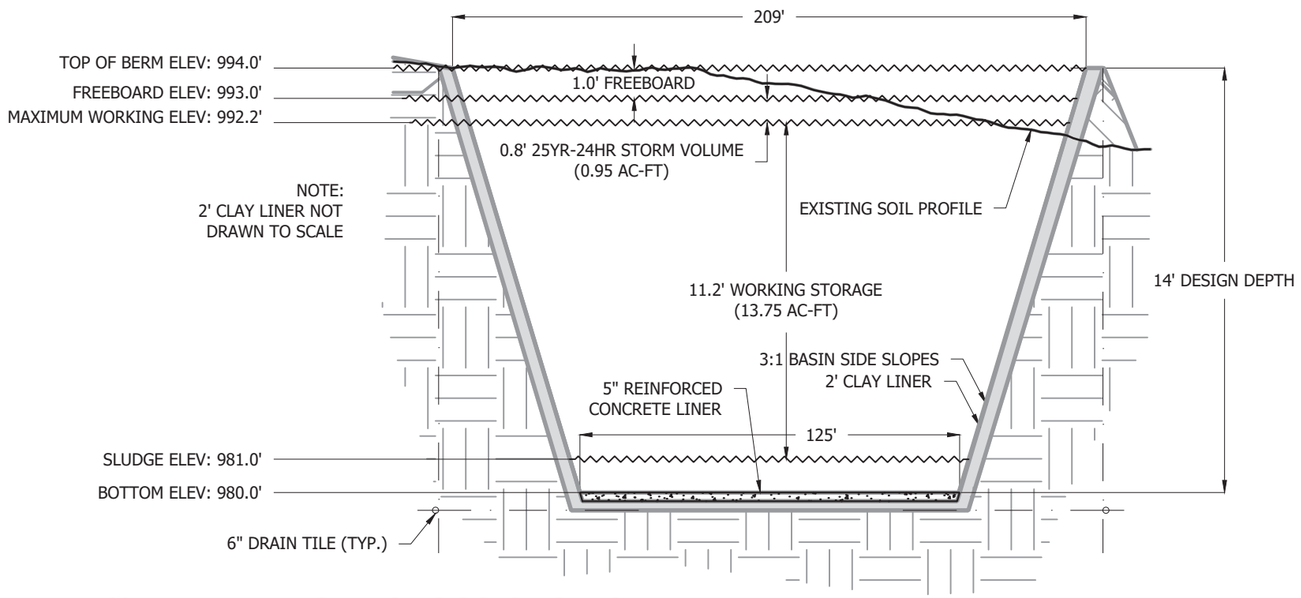
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: P-3
5 of 15

File Name: ANNEXSTAD_P-1

351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

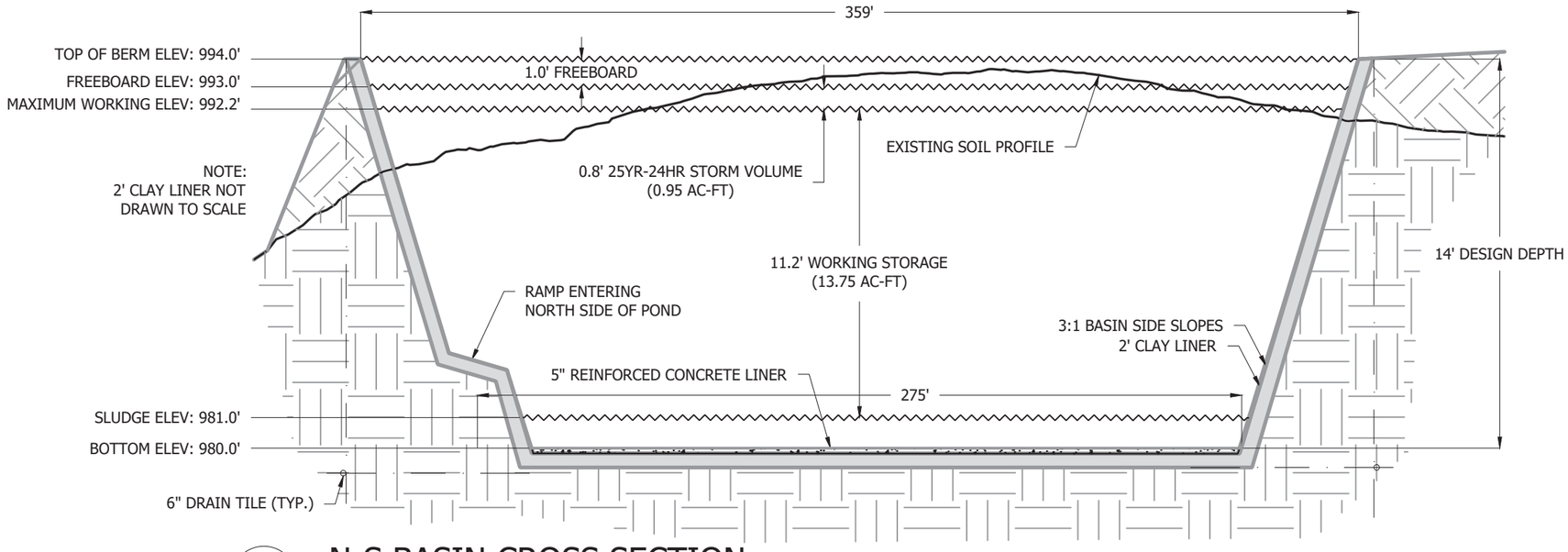
Designed by: BL 1/6/2023
Drawn by: JL
Revisions:



A

E-W BASIN CROSS SECTION

SCALE: 1:50 H, 10:1 V



B

N-S BASIN CROSS SECTION

SCALE: 1:50 H, 10:1 V

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

ANNEXSTAD DAIRY FARMS INC

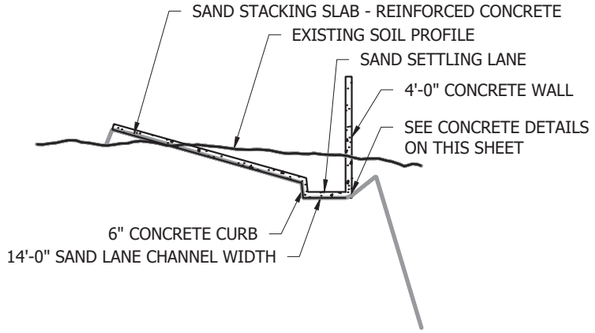
BARN CROSS SECTIONS

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: D-1

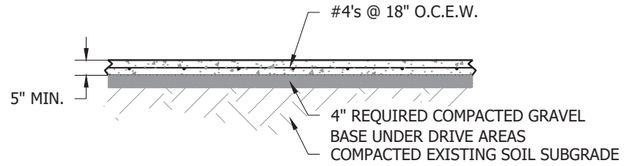
File Name: ANNEXSTAD_P-1

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1



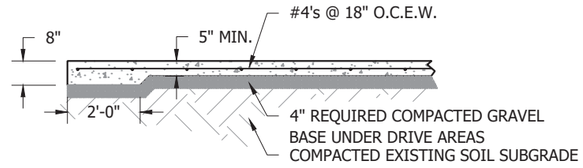
A E-W SANDLANE CROSS SECTION

SCALE: 1:50 H, 10:1 V



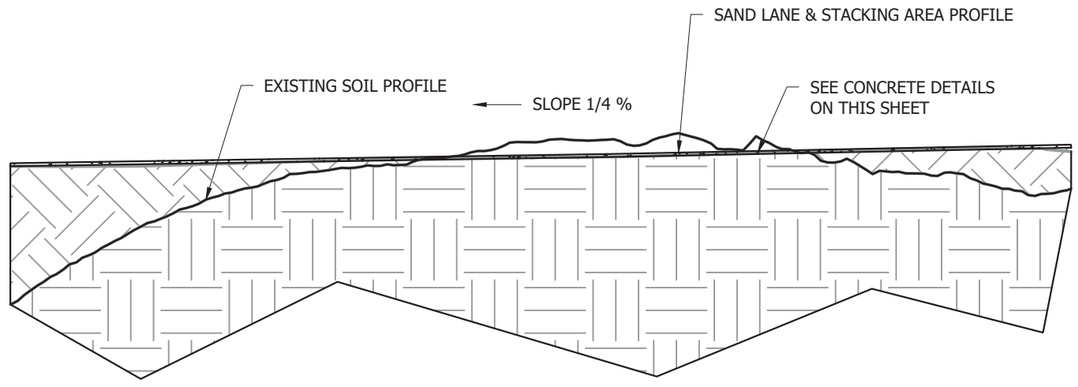
1 TYPICAL CONCRETE FLATWORK

Scale: 1/4"= 1'-0"



2 THICKENED EDGE CONCRETE FLAT WORK

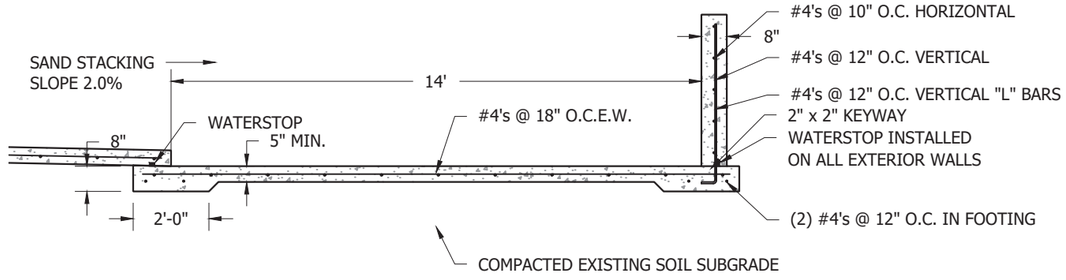
Scale: 1/4"= 1'-0"



B N-S SANDLANE CROSS SECTION

SCALE: 1:50 H, 10:1 V

*ALL REBAR GRADE 60



3 SAND LANE CONCRETE DETAILS

Scale: 1/4"= 1'-0"

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTAD DAIRY FARMS INC

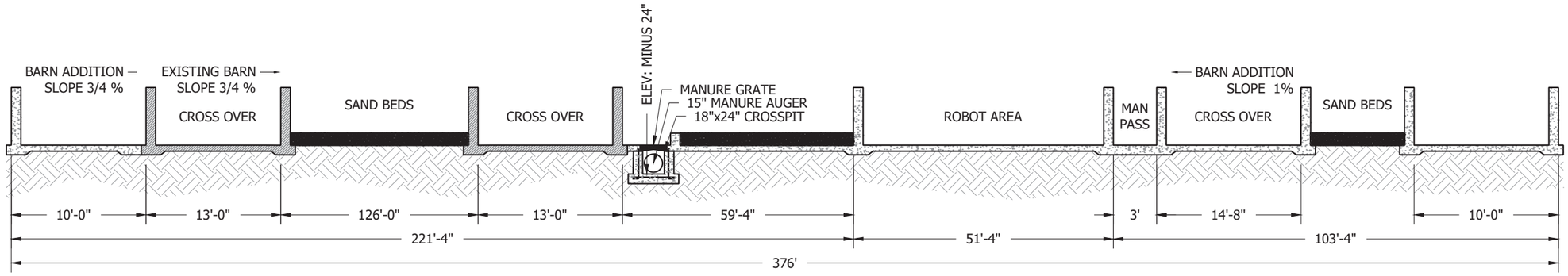
BASIN CROSS SECTIONS

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: D-2

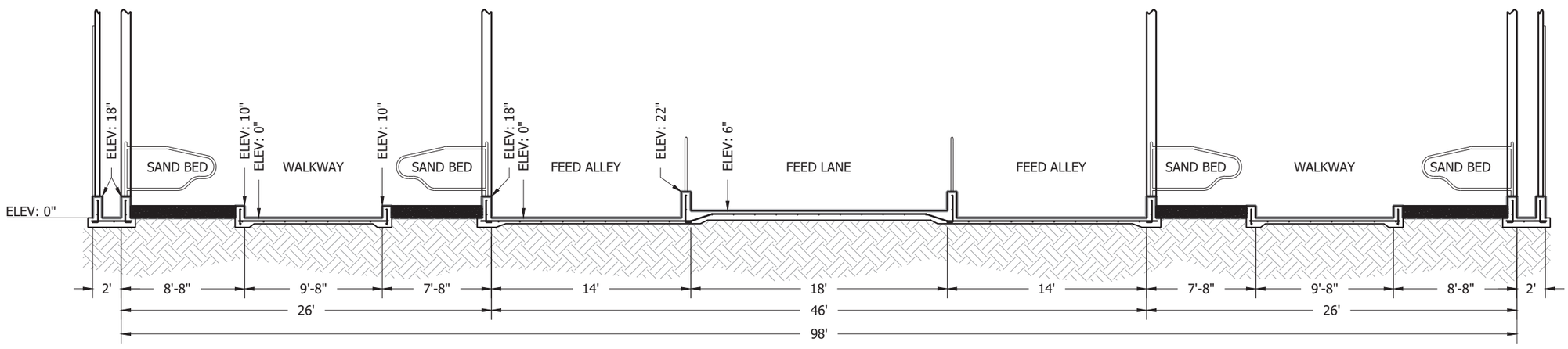
File Name: ANNEXSTAD_P-1

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1



A E-W BARN CROSS SECTION

SCALE: N.T.S.



B N-S BARN CROSS SECTION

SCALE: N.T.S.

X:\MN_NICOLLET_ANNEXSTAD DAIRY_P-1

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

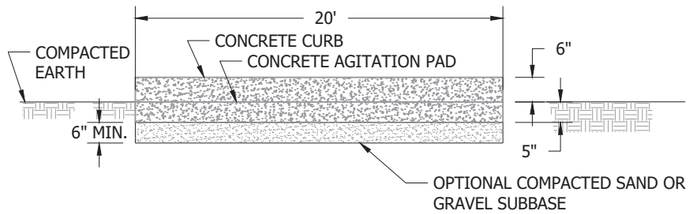
ANNEXSTAD DAIRY FARMS INC

BASIN CROSS SECTIONS

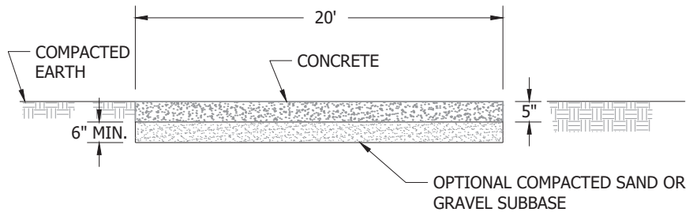
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: D-3

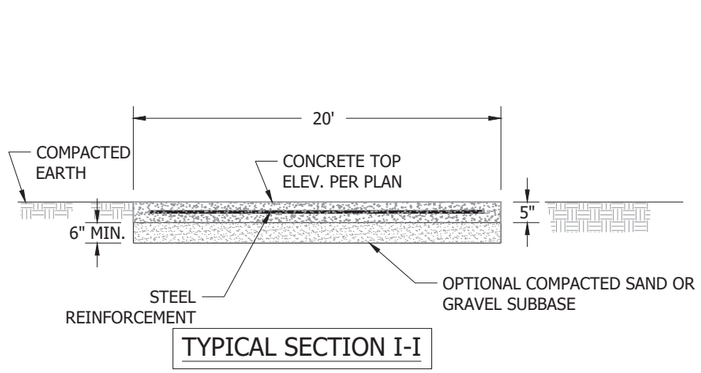
File Name: ANNEXSTAD_P-1



TYPICAL SECTION K-K



TYPICAL SECTION J-J



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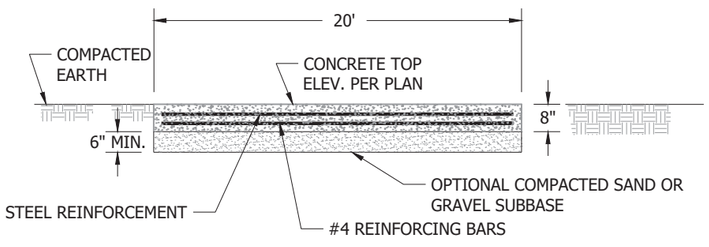

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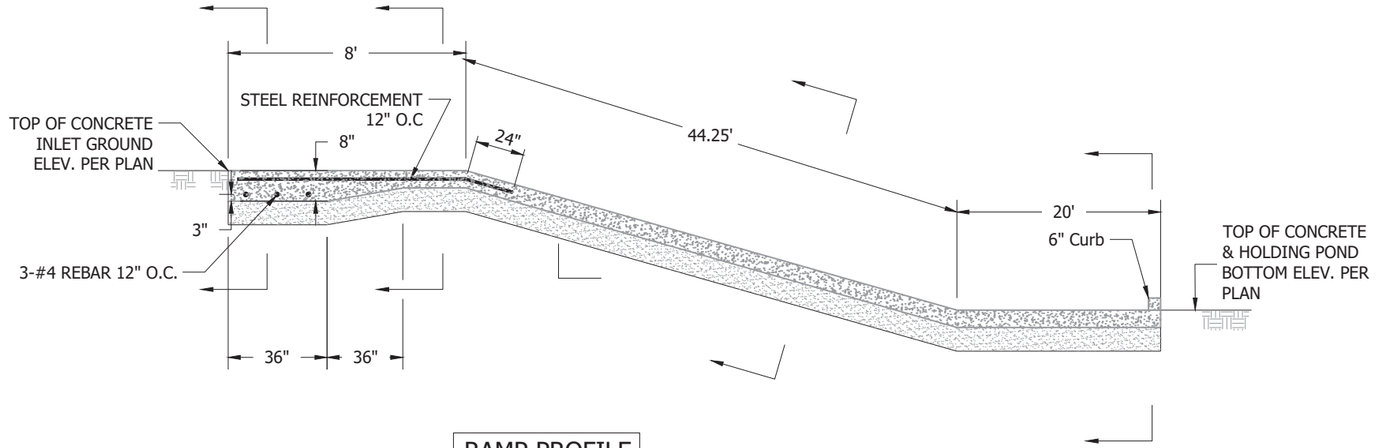
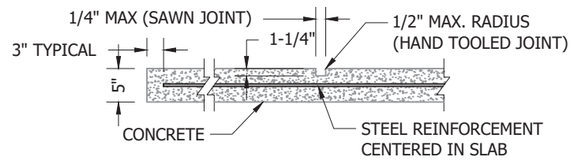


RAMP PROFILE
(NOT TO SCALE)



TYPICAL CONTROL JOINT DETAIL AND STEEL REINFORCEMENT DETAILS

MATERIALS NOTES

1. CONCRETE SHALL BE AIR-ENTRAINED.
2. CONCRETE SHALL BE CLASS 4000M (NO LESS THAN 6 BAGS OF CEMENT /CU.YD. AND NO MORE THAN 6 GAL OF WATER /BAG OF CEMENT).
3. THE SAND + GRAVEL SUBBASE MATERIAL SHALL BE CLEAN PIT RUN SAND OR GRAVEL AND WITH LESS THAN 5% BY WEIGHT PASSING THE #200 SIEVE.

CONSTRUCTION NOTES

1. CONTROL JOINTS SHALL DIVIDE THE CHUTE INTO SQUARE OR RECTANGULAR SECTIONS (HORIZONTAL PROJECTION) WITH THE LONGER SIDE BEING NO MORE THAN ONE-AND-A-HALF TIMES THE LENGTH OF THE SHORTER SIDE. THE MAXIMUM SPACING IN THE UNREINFORCED SHALL BE 10 FEET. THE MAXIMUM SPACING IN THE REINFORCED SLAB SHALL BE 50 FEET.
2. ANY FORMS USED IN CONSTRUCTION SHALL BE REMOVED.

RAMP QUANTITIES PER RAMP @ 44.25' (3)		
QUANTITY	UNIT	ITEM
49.9	Cu.Yds.	Excavation
26.8	Cu.Yds.	Sand or Gravel Subbase
23.3	Cu.Yds.	Concrete Class 4000M
200	Sq.Ft.	WWF 6" x 6" W2.9 x W2.9
60	Ln.Ft.	Reinforcing Bars

1 AGITAION RAMP
SCALE: N.T.S.

DRAWING NAME
MN-ENG-607

X:\MN_NICOLLET_ANNEXSTAD DAIRY_P-1

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTAD DAIRY FARMS INC
AGITATION RAMP DETAILS
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

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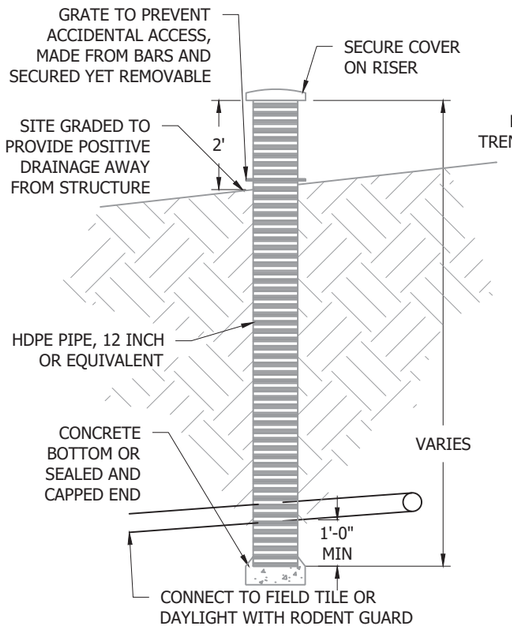
File Name: ANNEXSTAD_P-1



DRAINTILE INSPECTION PORT
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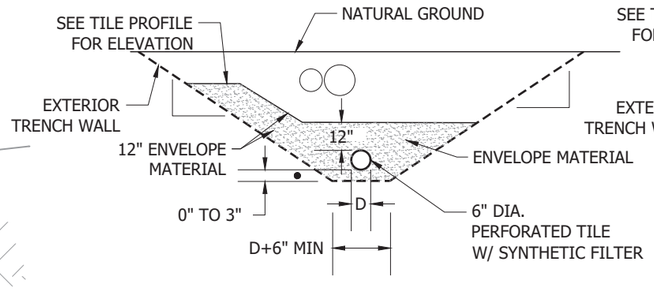
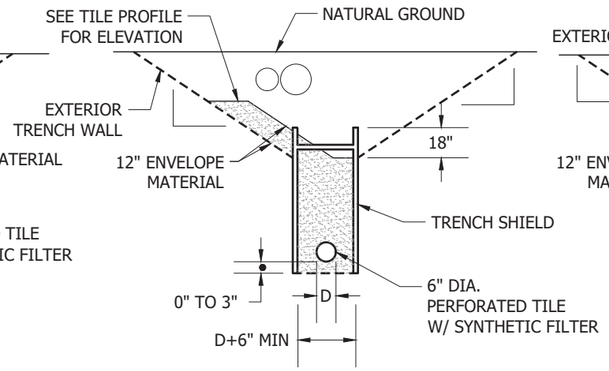
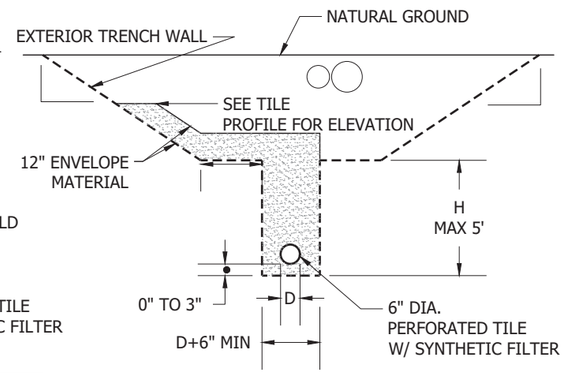
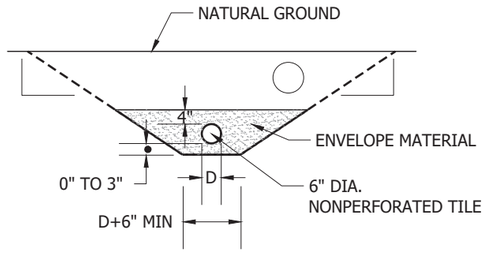


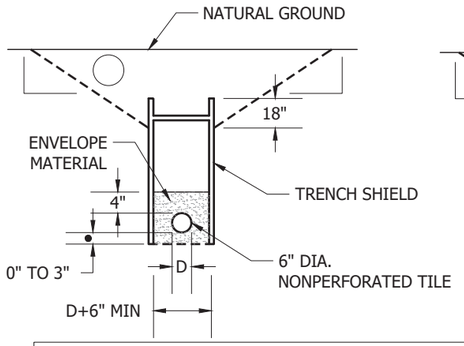


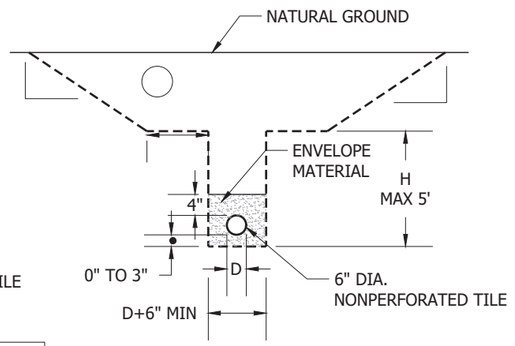


5 FT. < DEPTH OF FILL OVER TILE < 20 FT.

POND TILE TRENCH ALTERNATIVES
(NOT TO SCALE)

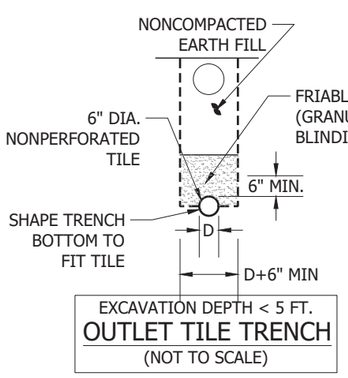






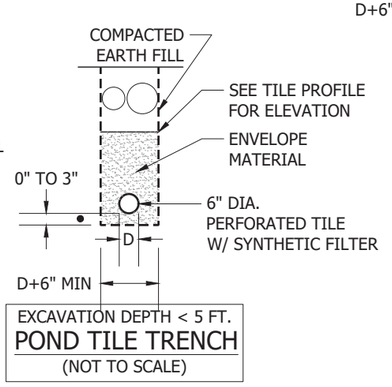
5 FT. < EXCAVATION DEPTH < 20 FT.

OUTLET TILE TRENCH ALTERNATIVES
(NOT TO SCALE)



EXCAVATION DEPTH < 5 FT.

OUTLET TILE TRENCH
(NOT TO SCALE)



EXCAVATION DEPTH < 5 FT.

POND TILE TRENCH
(NOT TO SCALE)

SAFETY NOTE

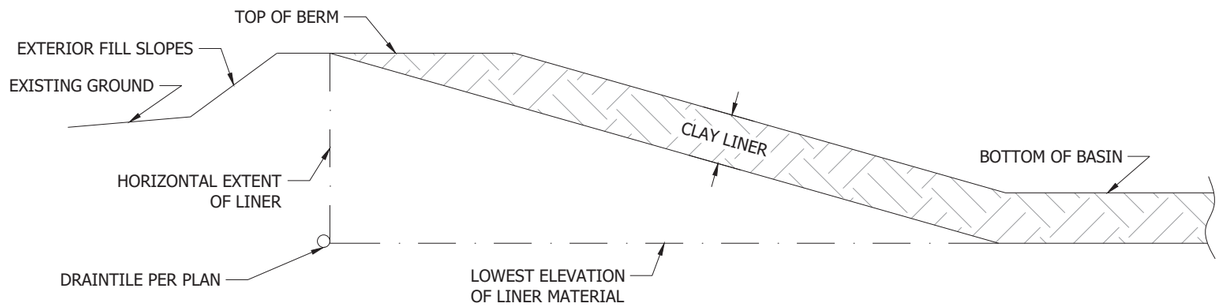
TRENCHES GREATER THAN 5 FEET IN DEPTH SHALL MEET SAFETY STANDARDS AS SHOWN IN THE TILE TRENCH ALTERNATIVES IF PERSONNEL MUST ENTER THE TRENCH.

MATERIAL NOTES

1. THE CORRUGATED THERMOPLASTIC TUBING (TILE) SHALL BE HEAVY DUTY.
2. THE ENVELOPE MATERIAL SHALL BE CLASS I (#67 or #78 WASHED STONE)

CONSTRUCTION NOTES

1. THE ENVELOPE MATERIAL SHALL BE COMPACTED BY PLACING THE MATERIAL IN 12 INCH LIFTS, THEN UNIFORMLY SATURATING EACH LIFT.
2. THE UPPER END OF EACH TILE LINE SHALL BE CAPPED WITH A MANUFACTURED THERMOPLASTIC CAP.
3. THE TUBING SHALL BE INSERTED INTO THE CORRUGATED METAL PIPE OUTLET SECTION A MINIMUM OF 2 FEET AND THE JOINT SHALL BE MORTARED TO FORM A WATERTIGHT SEAL UNLESS A FACTORY TYPE FITTING IS USED TO JOIN THE TILE AND PIPE.



TILE LOCATION IN BERM
(NOT TO SCALE)

1 TILE TRENCH DETAILS

SCALE: N.T.S.

DRAWING NAME
MN-ENG-608

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

ANNEXSTAD DAIRY FARMS INC
TILE TRENCH DETAILS
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: D-5
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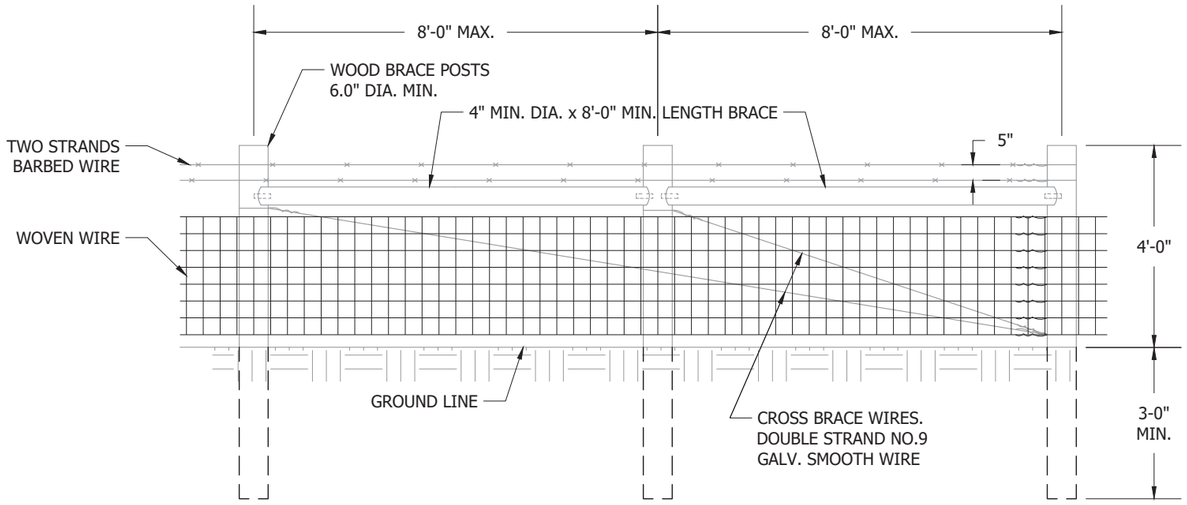
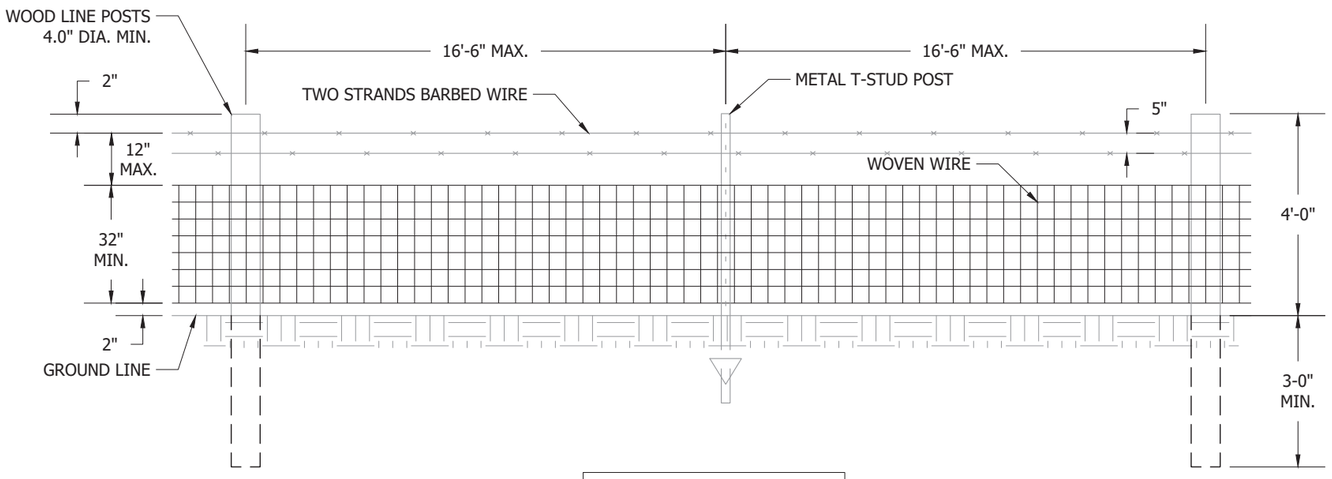
File Name: ANNEXSTAD_P-1

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1



END PANEL, CORNER, GATE, AND DIRECTION CHANGE ASSEMBLY



LINE FENCE SECTION

MATERIALS NOTES

1. ALL MATERIALS SHALL BE SOUND, NEW, AND FREE OF DECAY AND RUST.
2. TREATED POSTS SHALL BE COMMERCIALLY AVAILABLE PRESSURE TREATED.
3. STEEL LINE POSTS SHALL BE 'TEE' TYPE WITH SUITABLE APPURTENCES FOR FASTENING LINE WIRES AND SHALL HAVE AN ATTACHED ANCHOR PLATE. STEEL POSTS WILL BE PAINTED OR GALVANIZED AND HAVE A MINIMUM WEIGHT OF 1.25 POUNDS PER FOOT EXCLUSIVE OF ANCHOR PLATE.
4. BARBED WIRE SHALL BE TWO TWISTED STRANDS OF 12 1/2 GAUGE OR HEAVIER WIRE WITH 14 GAUGE OR HEAVIER TWO POINT BARBS ON APPROXIMATELY 5 INCH CENTERS. ZINC COATING IS REQUIRED.
5. WOVEN WIRE SHALL BE AT LEAST 32 INCHES HIGH WITH 11 GAUGE OR HEAVIER TOP AND BOTTOM WIRES. LINE AND STAY WIRES SHALL BE 12 1/2 GAUGE OR HEAVIER. ZINC COATING IS REQUIRED.
6. WOVEN WIRE OPENING DIMENSIONS SHALL NOT EXCEED 4" HORIZONTALLY OR VERTICALLY.

CONSTRUCTION NOTES

1. CORNER, END, BRACE, AND PULL POSTS SHALL BE LOCATED AND SET FIRST.
2. WOOD POSTS SHALL BE SET IN HOLES AND BACKFILLED WITH EARTH EXCEPT WHERE OTHERWISE SPECIFIED. WOOD POSTS MAY BE DRIVEN WHEN APPROVED BY THE ENGINEER. STEEL POSTS SHALL BE DRIVEN UNLESS OTHERWISE SPECIFIED.
3. HOLES FOR INSTALLING FENCE POSTS SHALL BE AT LEAST 6 INCHES LARGER THAN THE DIAMETER OR SIDE DIMENSIONS OF THE POSTS.
4. EARTH BACKFILL AROUND POSTS SHALL BE THOROUGHLY TAMPED IN LAYERS NOT THICKER THAN 4 INCHES AND SHALL COMPLETELY FILL THE POSTHOLE UP TO THE GROUND SURFACE.
5. CONCRETE BACKFILL AROUND POSTS SHALL BE RODDED INTO PLACE IN LAYERS NOT THICKER THAN 12 INCHES AND SHALL COMPLETELY FILL THE POSTHOLE TO THE SURFACE OF THE GROUND. BACKFILL, EITHER EARTH OR CONCRETE, SHALL BE CROWNED UP AROUND POSTS AT THE GROUND SURFACE. NO STRESS SHALL BE APPLIED TO POSTS SET IN CONCRETE FOR A PERIOD OF NOT LESS THAN 24 HOURS FOLLOWING THE DEVELOPMENT OF A FIRM SET OF THE CONCRETE.
6. STEEL POSTS SHALL BE USED AT LEAST EVERY 100 FEET FOR GROUNDING PURPOSES. STEEL POSTS MAY BE USED IN LINE CONSTRUCTION. LENGTH OF STEEL POSTS SHALL BE 5.5 FEET SET TO A DEPTH OF 1.5 FEET OR AT LEAST ONE INCH OVER THE ANCHOR PLATE, WHICH EVER IS GREATER.
7. LOCATION AND TYPE OF GATES ARE TO BE DETERMINED BY OWNER.
8. HORIZONTAL BRACE SHOULD BE PLACED APPROXIMATELY 3 FEET ABOVE GROUND.
9. STAPLE NO. 9 CROSS-BRACE, AND FENCE WIRES TO GATE, BRACE AND CORNER POSTS AT QUARTER POINTS OF POSTS.
10. INSTALL 2 STRANDS OF BARBED WIRE ABOVE THE WOVEN WIRE ON 5 INCH SPACINGS.

1 WOVEN WIRE SAFETY FENCE

Scale: N.T.S.

DRAWING NAME
MN-ENG-610A

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTAD DAIRY FARMS INC
SAFETY FENCE DETAILS
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: D-6
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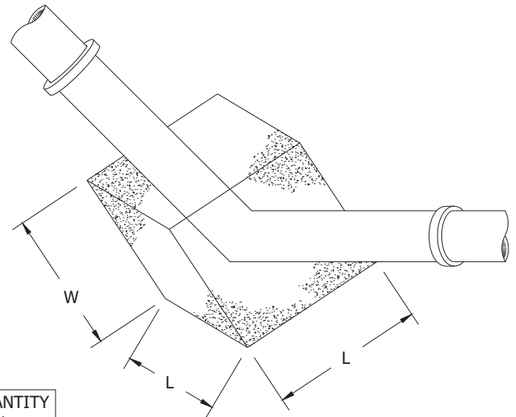
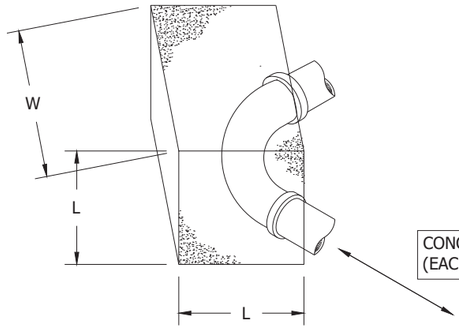
File Name: ANNEXSTAD_P-1

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1



CONCRETE QUANTITY
(EACH): 0.65 CY

45 DEGREE ELBOW



CONCRETE QUANTITY
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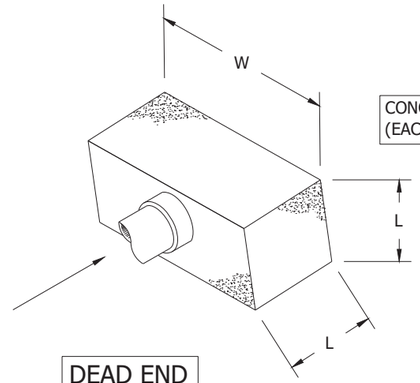
90 DEGREE ELBOW



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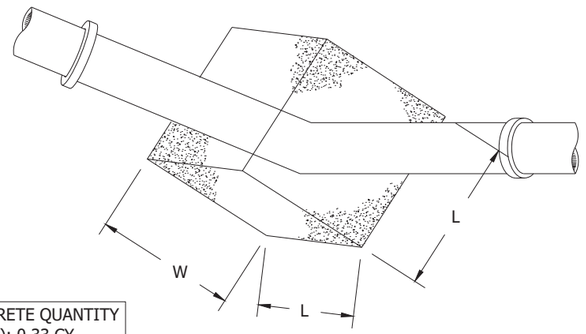
DEAD END



CONCRETE QUANTITY
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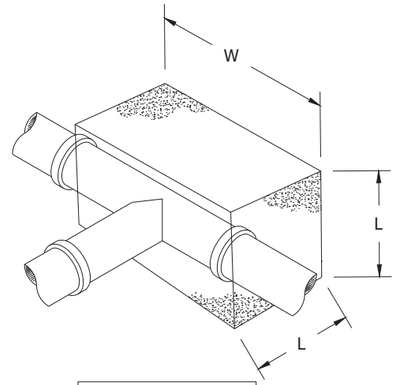
22.5 DEGREE ELBOW



CONCRETE QUANTITY
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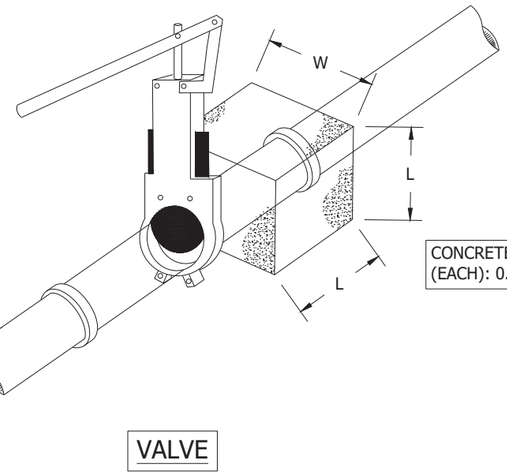
TEE/WYE



CONCRETE QUANTITY
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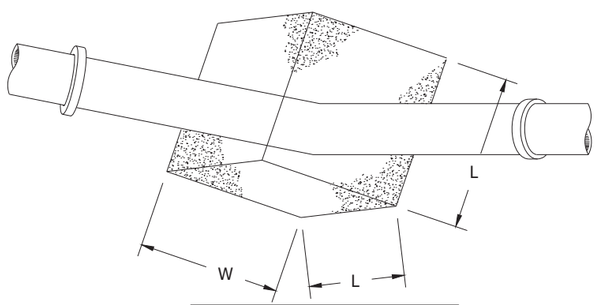
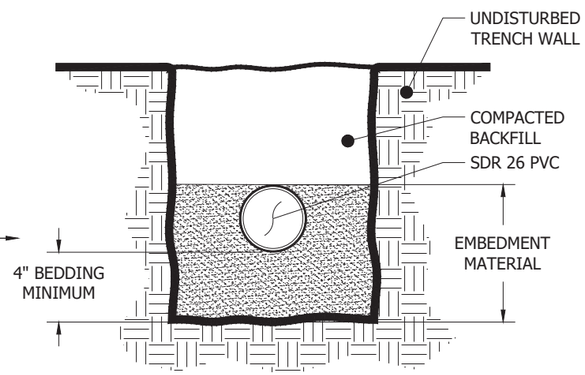
VALVE



CONCRETE QUANTITY
(EACH): 0.17 CY

11.25 DEGREE ELBOW



PIPE BEDDING

CONSTRUCTION NOTES:

A = MINIMUM BEARING AREA REQUIRED. (W x L)
QUANTITY = NUMBER OF THRUST BLOCKS REQUIRED
THRUST BLOCKS SHALL:

1. BE CAST IN PLACE
2. ENCASE THE PIPE A MINIMUM OF 8 INCHES ON ALL SIDES.
   THE THRUST BLOCK DIMENSION ON ALL SIDES =
   PIPE DIAMETER + 16 INCHES
3. BE PLACED AGAINST UNDISTURBED OR COMPACTED TRENCH WALL.
4. BE A MINIMUM COMPRESSIVE STRENGTH OF 3500 PSI CONCRETE.
5. IT IS NOT NECESSARY TO FORM THRUST BLOCKS
6. EMBEDMENT MATERIAL MUST BE CLASS I (#67 or #78 WASHED STONE)
7. EMBEDMENT MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 95%
   STANDARD PROCTOR DENSITY FOR CLASS I MATERIAL

DRAWING NAME
WI–730
WI–731

Designed by:
BL 1/6/2023
Drawn by:
JL
Revisions:

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTAD DAIRY FARMS INC

THRUST BLOCK DETAILS

PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28,
T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

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12 of 15

File Name:
ANNEXSTAD_P-1

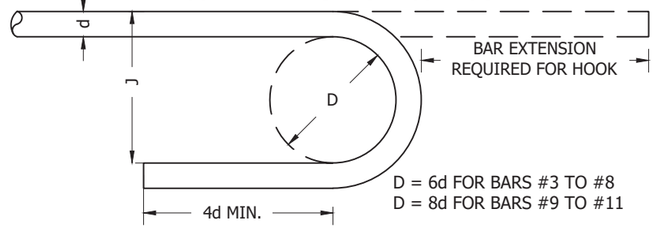
X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1

NOTES

1. QUALITY CONTROL AND TOLERANCES
   a. COLUMN FINISH ELEVATIONS SHALL BE ± 1/4" FROM DESIGN ELEVATION.
   b. WALL ALIGNMENT (HORIZONTAL) SHALL DEVIATE NO MORE THAN 1/4" IN 10 FEET AND NOR MORE THAN 3/4" OVER THE FULL LENGTH OF THE WALL.
   c. WALL BEARING LEDGE ELEVATIONS SHALL BE ±1/4" FROM DESIGN ELEVATIONS IN 10 FEET AND NO MORE THAN 1/2" OVER THE FULL LENGTH OF WALL.
   d. OVERALL FOUNDATION LENGTH AND WIDTH DIMENSIONS AND DIAGONAL DIMENSIONS SHOULD BE WITHIN 1/2" OF PLAN DIMENSIONS.
   e. MINOR HONEYCOMBING SHALL BE REPAIRED ON THE SAME DAY THAT THE FORMS ARE REMOVED. MAJOR HONEYCOMBING (GREATER THAN 1-1/2" DEEP) SHALL BE INSPECTED BY THE ENGINEER AND REPAIRED OR REMOVED AT THEIR DIRECTION.
   f. TEST CYLINDERS: TO BE TAKEN WHENEVER A NEW MIX OR CONCRETE SUPPLIER IS USED AND AT A MINIMUM OF EVERY 150 CUBIC YARDS FOR STRENGTH.
   g. SEE CONSTRUCTION SPECIFICATIONS FOR ALL DETAILS AND REQUIREMENTS IN SECTION 03 00 00.
2. INFORMATION
   a. NOTES AND DETAILS ON THE STRUCTURAL DRAWINGS TAKE PRECEDENCE OVER THESE STRUCTURAL NOTES.
   b. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND SITE CONDITIONS BEFORE STARTING WORK. THE ENGINEER SHALL BE NOTIFIED OF ANY CHANGES.
   c. IN NO CASE SHALL DIMENSIONS BE SCALED FROM PLANS, SECTIONS OR DETAILS ON THE STRUCTURAL DRAWINGS.
   d. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE REQUIREMENTS OF THE FOLLOWING CODES:
      i. AMERICAN CONCRETE INSTITUTE (ACI)
      ii. CONCRETE REINFORCING STEEL INSTITUTES (CRSI) MANUAL OF STANDARD PRACTICE
   e. PUMPOUT PIT LOCATIONS ARE SUBJECT TO OWNER APPROVAL
   f. ANY CHANGES TO THE APPROVED SET OF PLANS WITHOUT NOTIFYING THE ENGINEER PRIOR TO SUCH CHANGES ABSOLVES SAID ENGINEER FROM ANY AND ALL RESPONSIBILITY WITH RESPECT TO THE LIABILITY, DAMAGE, OR EXTRA WORK RESULTING FROM SAID CHANGES.
3. WATERSTOP
   a. WATERSTOP CAN BE BENTONITE/BUTYL RUBBER, EQUAL TO WATERSTOP - RX, EXPAND-TITE EXP 200 OR PROVEN EQUAL YET SUITABLE FOR USE WITH LIQUID MANURE WASTES. WATERSTOP SHALL BE PLACED IN ALL CONSTRUCTION JOINTS ON THE FLOOR AND IN THE PERIMETER WALLS. LOCATION AND NUMBER OF CONSTRUCTION JOINTS ARE TO BE DETERMINED BY THE CONTRACTOR.
   b. IF REQUIRED, WATERSTOP SPLICES TO BE MADE USING A SPLICING IRON.
   c. ALL SLABS ON GRADE THAT HAVE A VERTICAL WALL ON TOP SHALL HAVE A KEYWAY AND WATERSTOP AT THE SLAB/WALL INTERFACE.
4. COLD WEATHER CONCRETING
   a. WHEN FOR MORE THAN 3 SUCCESSIVE DAYS, THE MEAN DAILY TEMPERATURE DROPS BELOW 40 DEG F, THE CONTRACTOR SHALL PLACE AND PROTECT THE CONCRETE IN ACCORDANCE WITH ACI 306.
5. HOT WEATHER CONCRETING
   a. WHEN IT IS LIKELY THAT TEMPERATURES BETWEEN 75 DEG F AND 100 DEG F WILL BE APPROACHED OR EXCEEDED; THAT LOW RELATIVE HUMIDITY IS PRESENT; OR WIND VELOCITY WILL EXCEED 10 MPH, THE CONTRACTOR SHALL PLACE AND PROTECT THE CONCRETE IN ACCORDANCE WITH CHAPTERS 4 & 5 OF ACI 305.
6. ELECTRICAL
   a. INSTALL REINFORCING BARS AS PER ELECTRICAL CODE AND GROUND AT A MINIMUM NUMBER OF LOCATIONS AS PER ELECTRIC CODE. NOTIFY THE ELECTRICAL INSPECTOR FOR INSPECTION PRIOR TO PLACING CONCRETE.
7. TEMPORARY BRACING AND BACKFILL
   a. PROVIDE TEMPORARY LATERAL SUPPORT FOR ALL WALLS WHERE GRADE VARIES ON THE TWO SIDES UNTIL THE PERMANENT STRUCTURAL SUPPORT SYSTEM IS IN PLACE.
   b. BACKFILL ONLY AFTER THE FLOOR SLATS OR SOLID FLOOR HAS BEEN INSTALLED AND ALL ITEMS THOROUGHLY GROUTED AND CURED.
8. SUBGRADE
   a. EXISTING DISTURBED SUBGRADE SHALL BE RECOMPACTED TO 95% OF STANDARD PROCTOR DENSITY
   b. ALL FILL UNDER FOOTINGS AND SLAB SHALL BE COMPACTED TO A DRY DENSITY OF AT LEAST 95% OF MAXIMUM DRY DENSITY.
   c. SAND FILL AS REQUIRED FOR LEVELING SUBGRADES SHALL BE PROVIDED AT ALL SLAB ON GRADE AREAS.
9. FOOTINGS AND FOUNDATIONS
   a. SOIL BEARING DESIGN VALUE: 2,000 PSF (ASSUMED) ON VIRGIN SOIL OR COMPACTED FILL FOR FOOTINGS.
   b. PROTECT FOUNDATION EXCAVATIONS FROM FROST AND DO NOT PLACE CONCRETE ON FROZEN GROUND.
   c. FOUNDATION EXCAVATION SHALL BE KEPT FREE OF LOOSE MATERIAL AND STANDING WATER.
   d. FOOTINGS AND FLOOR SHALL BE ON NATIVE CLAY SOIL, OVER EXCAVATION AND PLACEMENT MAY BE NECESSARY ALONG BARN.
10. PERIMETER DRAINAGE
   a. INSTALL THE DRAINAGE TILE AT A MINIMUM DEPTH OF THE BOTTOM OF WALL FOOTER.
   b. THE DRAIN TILE SHALL BE HEAVY DUTY PERFORATED POLYETHYLENE TUBING 4" DIAMETER AS A MINIMUM.
   c. CONNECT THE DRAIN TILE TO A SUMP FOR INSPECTION AND POTENTIAL DEWATERING INTO PIT ONLY. MONITOR WATER DEPTH PRIOR TO PUMPING PITS.
11. REINFORCED CONCRETE
   a. CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF F'c = 4,000 PSI
   b. WATER CEMENT RATIO SHALL BE 0.45 MAXIMUM.
   c. CEMENT SHALL CONFORM TO ASTM C150, TYPE 1.
   d. COARSE AGGREGATE SHALL BE 3/4" MAX.
   e. READY-MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C94.
   f. SLUMP SHALL BE MAXIMUM OF 5".
   g. AIR CONTENT SHALL BE 5% TO 7%.
   h. ALL EXPOSED CONCRETE SHALL HAVE ENTRAINED AIR ADMIXTURE
   i. CONCRETE WORK SHALL CONFORM TO ALL THE REQUIREMENTS OF ACI 301
   j. ADMIXTURES MAY BE USED WITH PRIOR APPROVAL OF THE ENGINEER FOR THE PURPOSED OF INCREASING THE WORKABILITY BUT NOT TO REDUCE THE SPECIFIED MINIMUM CEMENT CONTENT. CALCIUM CHLORIDE SHALL NOT BE USED.
   k. CONCRETE SHALL BE CURED WITH CURING COMPOUND OR OTHER ACCEPTABLE METHODS
   l. CONCRETE IN ALL WALLS SHALL BE ALLOWED TO CURE FOR A MINIMUM OF 14 DAYS BEFORE BACKFILL IS PLACED AGAINST WALLS. EXERCISE CAUTION WHEN BACKFILLING TO BRING UP THE LEVEL UNIFORMLY ON ALL SIDES OF TANKS AND PITS.
   m. NO CONSTRUCTION JOINTS SHALL BE LOCATED IN THE END WALLS. IF REQUIRED, CONSTRUCTION JOINTS IN WALLS SHALL NOT BE LOCATED WITH IN 3 FEET OF PUMPOUT PITS.
12. REINFORCING STEEL
   a. BAR REINFORCEMENT SHALL BE ASTM A615, F'y = GRADE 60 (60,000 PSI) DEFORMED STEEL
   b. MINIMUM LAP SPLICE OF REINFORCING BAR, BASED ON ACI 318, CLASS B, SHALL BE AS FOLLOWED, UNLESS NOTED OTHERWISE:
      #3 BARS = 15"
      #4 BARS = 20"
      #5 BARS = 24"
      #6 BARS = 30"
      #7 BARS = 36"
      #8 BARS = 42"
   c. REINFORCING STEEL SHALL BE PROVIDED WITH THE FOLLOWING MINIMUM COVER UNLESS NOTED OTHERWISE:
   i. CONCRETE PLACED AGAINST EARTH = 3"
   ii. FORMED CONCRETE EXPOSED TO WEATHER OR EARTH:
      1. #6 THROUGH #8 BARS = 2"
      2. #5 BARS AND SMALLER = 1 1/2"
      3. STIRRUPS AND TIES = 1 1/2"
   d. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS AND INSERTS SHALL BE SECURED IN POSITION WITH WIRE POSITIONERS, OR EQUAL, BEFORE PLACING CONCRETE.
   e. DOWELS BETWEEN FOOTINGS AND WALLS SHALL BE THE SAME GRADE SIZE AND SPACING AS VERTICAL WALL REINFORCEMENT.
   f. ALL LAP SPLICES SHALL BE TIED AT 3 LOCATIONS.

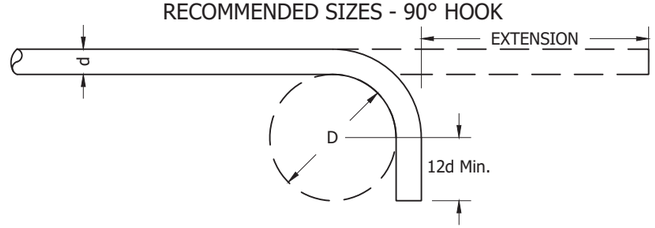
ALSO SEE ASSOCIATED CONSTRUCTION SPECIFICATIONS INCLUDED WITH PROJECT DOCUMENTS

RECOMMENDED SIZES - 180° HOOK



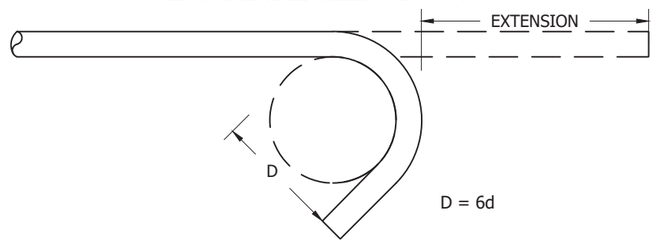
BAR SIZE (d)	(inches)	BAR EXTENSION (inches)	J (inches)
#2	1/4"	4"	2"
#3	3/8"	5"	3"
#4	1/2"	6"	4"
#5	5/8"	7"	5"
#6	3/4"	8"	6"
#7	7/8"	10"	7"
#8	1"	11"	8"
#9	1-1/8"	1'-3"	11-1/4"
#10	1-1/4"	1'-5"	1'- 3/4"
#11	1-3/8"	1'-7"	1'-2 1/4"

RECOMMENDED SIZES - 90° HOOK



BAR SIZE (d)	(inches)	BAR EXTENSION (inches)
#2	1/4"	3 1/2"
#3	3/8"	6"
#4	1/2"	8"
#5	5/8"	10"
#6	3/4"	1'-0"
#7	7/8"	1'-2"
#8	1"	1'-4"
#9	1-1/8"	1'-7"
#10	1-1/4"	1'-10"
#11	1-3/8"	2'-0"

RECOMMENDED SIZES - 135° HOOK



BAR SIZE (d)	(inches)	BAR EXTENSION (inches)
#2	1/4"	3-1/2"
#3	3/8"	4"
#4	1/2"	4-1/2"
#5	5/8"	5-1/2"

NOTE: STIRRUP HOOKS MAY BE BENT TO THE DIAMETER OF THE SUPPORTING BARS

1 STANDARD HOOK DETAILS

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

ANNEXSTAD DAIRY FARMS INC
CONCRETE DETAILS
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M. NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: D-8
13 of 15

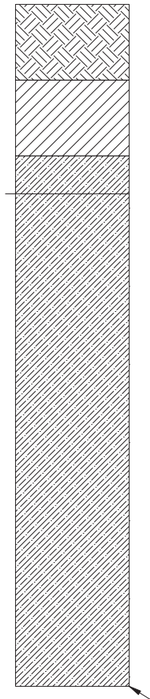
File Name: ANNEXSTAD_P-1

X:\MN_NICOLLET_ANNEXSTAD DAIRY_P-1

TEST PITS EXCAVATED ON THE PROPOSED SITE FOR SUBSURFACE GEOTECHNICAL EVALUATION

PROJECT: ANNEXSTEAD DAIRY FARMS INC. - PROPOSED EARTHEN LMSA
DATE: DECEMBER 8, 2022
BY: CENTROL CROP CONSULTING, BL

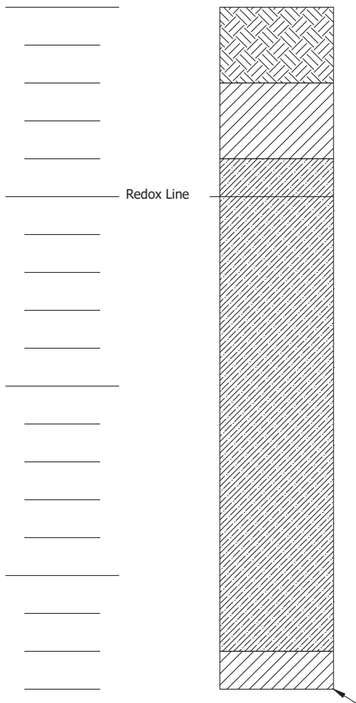
SITE ELEV.	DEPTH BELOW GRADE (FT)	TEST PIT #1 N44°23'50.41" W94°04'15.47"	DESCRIPTION	USCS SYMBOL
994.0'	0		Black - 10YR2/1 Top Soil	CL
			Light Brownish Gray - 10YR6/2 Lean Clay	CL
989.0'	5 — Redox Line		Grayish Brown - 10YR5/2 Lean Clay	CL
984.0'	10			
979.0'	15			



Bottom of test pit, pit excavated and filled in using an excavator per MDH requirements.

Scale: 1/4" = 1'-0"

SITE ELEVATION	DEPTH BELOW GRADE (FT)	TEST PIT #2 N44°23'51.29" W94°04'14.10"	DESCRIPTION	USCS SYMBOL
992.5'	0		Black - 10YR2/1 Top Soil	CL
			Light Gray - 10YR7/2 Lean Clay	CL
987.5'	5 — Redox Line		Dark Yellowish Brown - 10YR4/6 Lean Clay	CL
982.5'	10			
977.5'	15		Black 10YR2/1 "Blue Clay" Lean Clay	CL



Bottom of test pit, pit excavated and filled in using an excavator per MDH requirements.

Scale: 1/4" = 1'-0"

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

ANNEXSTAD DAIRY FARMS INC
GEOTECHNICAL NOTES
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M. NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: G-1
14 of 15

File Name: ANNEXSTAD_P-1

X:\MN_NICOLLET_ANNEXSTAD DAIRY_P-1

TEST PITS EXCAVATED ON THE PROPOSED SITE FOR SUBSURFACE GEOTECHNICAL EVALUATION

PROJECT: ANNEXSTEAD DAIRY FARMS INC. - PROPOSED EARTHEN LMSA
DATE: DECEMBER 8, 2022
BY: CENTROL CROP CONSULTING, BL

SITE ELEV.	DEPTH BELOW GRADE (FT)	TEST PIT #1 N44°23'52.18" W94°04'15.21"	DESCRIPTION	USCS SYMBOL
992.0'	0		Black - 10YR2/1 Top Soil	CL
			Light Brownish Gray - 10YR6/2 Brownish Yellow - 10YR6/6 Lean Clay Mixture	CL
987.0'	5	Redox Line	Dark Yellowish Brown - 10YR4/6 Lean Clay	CL
982.0'	10			
977.0'	15			

Bottom of test pit, pit excavated and filled in using an excavator per MDH requirements.

Scale: 1/4" = 1'-0"

X-MN_NICOLLET_ANNEXSTAD DAIRY_P-1

Designed by: BL 1/6/2023
Drawn by: JL
Revisions:

CENTROL CROP CONSULTING
351 Burlington Circle Marshall, MN 56258 * (507) 337-3021

ANNEXSTAD DAIRY FARMS INC
GEOTECHNICAL NOTES
PART OF THE NE 1/4 OF THE NE 1/4 OF SEC 28, T 111N, R 27W OF THE 5th P.M.
NICOLLET COUNTY, STATE OF MINNESOTA

Sheet: G-2
15 of 15

File Name: ANNEXSTAD_P-1

Construction Specifications

Annexstad

Dairy Farms Inc

Manure Storage Pit

Prepared by:

CENTROL CROP CONSULTING

351 Burlington Circle

Marshall, MN 56258

Contents

CERTIFICATION

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

Date: 1-11-23

Elliot De Jongh Lic No: 52553

SECTION 01 10 00 SUMMARY OF WORK

SCOPE:

The work shall consist of the excavation of soil and the construction of a liquid manure waste storage structure for a Dairy production facility. All work shall be completed according the construction plans associated with the project and in accordance with the current regulations.

SECTION 01 40 00 QUALITY REQUIREMENTS

QUALITY ASSURANCE/QUALITY CONTROL PLAN:

1. Prior to construction the following actions must be completed:
    a. Obtain any local and state permits for the proposed facility
    b. Hold a preconstruction meeting with owner, contractors, and the engineer
    c. Inform both the engineer and local permitting agency three days prior to construction
2. Contractor must complete the following during construction:
    a. Have the engineer's approval prior to placing concrete and contact the engineer a minimum of six hours prior to concrete placement
    b. Implement concrete testing at the proposed minimum rate of one sample every 150 cubic yard placed. Test for: slump/strength/air per ASTM standards. Collected samples will be broke in a certified testing facility and reported to the engineer and owner.
    c. Additional testing will be required if concrete is provided by an alternative supplier or with an alternative mix. The first truck shall be tested according to ASTM standards and any changes must be documented and reported.
3. Pit floor must meet the following prior to concrete placement:
    a. Electrical inspector shall be notified prior to the placement of concrete in the pit floor.
    b. Reinforcement steel must be inspected by the engineer or certified individual to ensure size, ties, and chairs are implemented as per the plans.
    c. Drainage tile must be installed if required on the plans. Installation must be according to the specifications and include pea rock or ¼" to ½" crushed rock as noted on the plans.
4. Pit walls must meet the following prior to concrete placement:
    a. Contact the engineer and electrical inspector with adequate notice.
    b. Forms, reinforcing steel, tile, and waterstop inspected by the engineer.
    c. Perimeter drainage implemented with tile or pumping.
    d. Obtain approval from the electrical inspector for grounding.
5. Backfilling must not be completed until the following are completed:
    a. All defects in concrete have been repaired.
    b. Perimeter drainage system installed including inspection port or pump.
    c. Exterior of pit is clear of vegetation and organic material.
    d. Have engineer's approval prior to backfilling.

6. Site finish work shall include:
    a. Finished grading around building and site for proper drainage and operations as per owner's and engineer's approval.
    b. Safety signs installed at each pumpout pit.
    c. Pumpout pit covers in place.
    d. Signature from concrete contractor on MPCA Construction Inspection Form
7. Final inspections completed by engineer shall include:
    a. Completed construction report to owner and regulatory agency.

SECTION 01 50 00 TEMPORARY FACILITIES

Utilities:

1. Temporary utilities if needed shall be coordinated with the utility providers and contractor for the following services:
    a. Electricity
    b. Water
    c. Communications
    d. Gas
    e. Sanitary services for site personnel

SECTION 02 21 00 SURVEYS

Survey:

Site survey data will be collected using available topographic information. Contractor shall be responsible for staking the project according to relative grades, proposed locations and site features. A control benchmark with an assumed elevation will be placed on site for preliminary design purposes. Do not destroy benchmarks.

SECTION 02 32 00 GEOTECHNICAL INVESTIGATIONS

Test pits:

Subsurface geotechnical investigations will be completed for use in the design of the project. Results from the site investigation will be made available in the design documents for the project, specifically the construction plans. The accuracy or completeness of this information is not guaranteed by the Owner or Engineer and shall not be considered part of the contract plans or specifications.

SECTION 03 00 00 CONCRETE

SCOPE OF WORK

The work shall consist of furnishing, forming, placing, finishing, and curing portland cement concrete as required to build the structures presented in the project drawings, details and construction QA/QC and specifications.

FORMS

1. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces.

2. Form Coatings: Provide commercial formulation form coating compounds that will not bond with, stain, nor adversely affect concrete surfaces.

3. Form Ties: Factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units which will leave no metal closer than 1-1/2 inches to surface

4. Placement of concrete on mud, dried earth, uncompacted fill will not be permitted.

REINFORCING MATERIALS

1. Reinforcing Bars: ASTM A-615, Grade 60, deformed.

CONCRETE MATERIALS

1. Portland Cement: ASTM C-150, Type I.
2. Fly Ash: ASTM C-618, Type C or Type F. Limit use of fly ash to not exceed 25 percent of cement content by weight.
3. Normal Weight Aggregates: ASTM C-33. The maximum aggregate size shall be 1 1/2 inches.
4. Water: Drinkable.
5. Air-Entraining Admixture: ASTM C-260, certified by manufacturer to be compatible with other required admixtures.
6. Water Reducing Admixture: ASTM C-494, Type A, and containing not more than 0.1 percent chloride ions.

RELATED MATERIALS

1. Granular Base: Evenly graded mixture of fine and coarse aggregates to provide, when compacted, a smooth and even surface below slabs on grade
2. Non-Shrink Grout: CRD-C 621, factory pre-mixed grout.
3. Liquid Membrane-Forming Curing Compound: Liquid type membrane forming curing compound complying with ASTM C-309, Type I, Class A.
4. Epoxy Adhesive: ASTM C-881, two component material suitable for use on dry or damp surfaces. Epoxy shall be Sikadur Hi-Mod, Sika Chemical Company or equal.
5. Waterstop shall be of one of the following:
   a. PVC waterstops shall be 3/16" x 4".
   b. Waterstop Plus TM or equal.
6. Joint sealant shall be one of the following or equal.
   a. Sikadur CJR.

   b. b) Sikadur 51 NS/SL
   c. Unitex Pro-Flex Flexible Epoxy Control Joint Sealer
   d. Sonneborn Epolith-P
   e. Sonneborn Epolith-G
7. Expansion joints shall be 1/2" inch Sonoflex-F (polyethelene foam expansion joint filler or equal).

DESIGN OF MIXES

1. 4000 psi 28-day compressive strength; W/C ratio as below, air content as below:
   a. Adjustment to Concrete Mixes: Mix design adjustments may be requested by contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by architect/engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by architect/engineer before using in work.
2. Admixtures: Use water-reducing admixture or high range water reducing admixture (super plasticizer) in concrete as required for placement and workability. Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content of 5% - 7%.
3. Water-Cement Ratio: Provide concrete for following conditions with maximum water-cement (W/C) ratios as follows:
   a. Subjected to watertight; W/C 0.45 maximum.
4. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
   a. Ramps, slabs, and sloping surfaces: Not more than 3 inches.
   b. Other Concrete: Not less than 1 inch nor more than 5 inches.

CONCRETE MIXING

1. Ready-Mix Concrete: Comply with requirements of ASTM C-94, and as herein specified.
2. Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

FORMS

1. Design, erect, support, brace, and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure.
2. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.
3. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

PLACING REINFORCEMENT AND JOINTS

1. Comply with Concrete Reinforcing Steel Institutes recommended practice for "Placing Reinforcing Bars", for details and methods of reinforcement placement and supports, and as herein specified.
   a. Avoiding cutting or puncturing vapor retarder
   b. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.

   c. Accurately position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
   d. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations.
2. Construction Joints: Locate and install construction joints as indicated or, if not indicated, locate so as not to impair strength and appearance of the structure, as acceptable to architect/engineer. Place construction joints perpendicular to main reinforcement. Continue reinforcement across construction joints, except as otherwise indicated.
3. Isolation Joints in Slab-On Ground: Construct isolation joints in slab-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams, and elsewhere as indicated.
   a. Joint filler and sealant materials shall be used according to manufacturer's instructions.
4. Contraction (Control) Joints in Slabs-On-Ground: Construct contraction joints in slabs-on-ground to form panels of patterns as shown. Use saw cuts 1/8" x 1/4 slab depth or inserts 1/4" wide x 1/4 of slab depth, unless otherwise indicated. Form contraction joints by inserting premolded plastic, hardboard or fiberboard strip into fresh concrete until top surface of strip is flush with slab surface. Tool slab edges round on each side of insert. After concrete has cured, remove inserts and clean groove of loose debris. Contraction joints in unexposed floor slabs may be formed by saw cuts as soon as possible after slab finishing as may be safely done without dislodging aggregate. If joint pattern not shown, provide joints not exceeding 20 feet in either direction and located to conform to bay spacing wherever possible (at column centerlines, half bays, third-bays).

PREPARATION OF FORM SURFACES

1. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.
2. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.
3. Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with inplace concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
4. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

CONCRETE PLACEMENT

1. Preplacement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
2. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete", and as herein specified. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

3. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints. Consolidate placed concrete by mechanical vibrating equipment supplemented by handspading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
4. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations. Maintain reinforcing in proper position during concrete placement operations.
5. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
    a. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F (32 degrees C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is contractor's option.
    b. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
    c. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
6. Cold Weather Placing: When cold weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 306 and as herein specified:
    a. Warm water or aggregate before mixing to maintain concrete temperature at time of placement above 40 degrees F. The temperature of the water shall be below 165 degrees F.
    b. Before placing concrete at low temperatures, all subgrade, forms, or reinforcement surfaces with which the concrete may come in contact, should be heated to remove any ice or snow and to prevent freezing of the concrete.
    c. The concrete shall be kept above 32 degrees F for a minimum of 24 hours. Corners and edges are very critical.

CONCRETE CURING AND PROTECTION

1. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than seven (7) days. Begin final curing procedures immediately following initial curing and before concrete has dried. Continue final curing for at least 7 days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period. B. Curing Methods: Perform curing of concrete by curing and sealing compound, by moist curing, by moisture-retaining cover curing, and by combinations thereof, as herein specified. Provide curing and sealing compound to exposed interior slabs and to exterior slabs, walks, and curbs, as follows:
2. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours) in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

REMOVAL OF FORMS

Formwork not supporting weight of concrete, such as sides of walls, walks and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg. F (10 deg. C) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

CONCRETE SURFACE REPAIRS

1. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to architect/engineer. Cut out honeycomb, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth of less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
2. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of architect/engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.
3. Repair of Unformed Surfaces: Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01 inches wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions. Repair defective areas, except random cracks and single holes not exceeding one (1) inch diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4- inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete. Repair isolated random cracks and single holes not over 1- inch in diameter by drypack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of 1-part portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.

FREEZE THAW PROTECTION

A minimum of 2’ of water/manure should be in the pit prior to freezing conditions. This is particularly important if there are no animals in the facility. After the pit is constructed and prior to use or during use, the concrete floor and subgrade must be protected from freezing.

SECTION 03 40 00 PRECAST CONCRETE

A cut sheet regarding the details of the design and strengths of the slats and beams shall be provided by the manufacturer. Design specifications shall meet the recommendations of the MWPS-36, Rectangular Concrete Manure Storage Handbook.

SECTION 10 14 00 SIGNAGE

SCOPE:

1. Warning signs must be placed at each potential access point to the manure pit where a confined space could have manure gases. The signs must read:

   DANGER, POISINOUS GAS IN PIT, KEEP OUT!

SECTION 31 01 00 EARTHWORK/GRADING

SCOPE:

1. The work consists of the construction of and renovation of all earth embankments, earthfill areas, and earth backfills required by the drawings and specifications.
2. Earthfill is composed of natural earth materials that can be placed and compacted by construction equipment operated in a conventional manner.
3. Earth backfill is composed of natural earth material placed and compacted in confined spaces or adjacent to structures (including pipes) by hand tamping, manually directed power tampers, or vibrating plates, or their equivalent.
4. All areas not classified as structural fill or grading for pavement area shall be compacted to class C specifications.

WORK NOT INCLUDED:

Subsurface geotechnical investigation excavations to be completed by the owner.

DEFINITIONS:

1. Grading: Earthmoving operations performed to bring subgrade and/or final grade to proper contours, compaction, and other requirements of this section.
   A. Rough Grading: Generally refers to operations involving bulk moving of soils.
   B. For the purposes of this section, grading refers to both rough grading and fine grading required to provide the specified product.
2. Finished/Fine Grading: refers to operations to achieve the final finished smooth surface.
   A. Grade: The elevation at the top of a soil stratum.
   B. Final Grade or Finished Grade: The elevation of the top surface of soil, pavement, or other soil covering of the completed work.
   C. Subgrade:
      a. The elevation of the interface between native or imported soil and topsoil, pond liner, other soil covering, or the lowest stratum of pavement.

b. The elevation of the interface between native undisturbed soil and bulk fill placements.

D. Subgrade Soil: The soil (undisturbed or placed as fill) below the subgrade elevation.

REFERENCES:

ASTM D-698, Moisture Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5 lb. Rammer and 12 inch Drop. In this section, maximum density determined by ASTM D 698 is referred to as Standard Density.

SURVEY

Finish grades of the site will be in reference to the structure and owners site grading preferences. No final survey will be completed however site grading must be implemented to ensure proper site drainage and adequate room for equipment operations, specifically commodity and animal delivery and shipping. Final grades to be approved by the owner at time of completion.

STOCKPILE AREAS:

Any excess material shall be disposed of on-site at the locations specified by the landowner. Excess material will be graded away from the building while allowing positive drainage away from the structure.

OFF-SITE DISPOSAL:

No material shall be taken off-site unless approved by the owner.

IMPORTED FILL:

No imported fill shall be needed. If it is determined and agreed upon by the landowner that additional fill material must be imported, this will be a separate contract item and price determined at that time.

SOIL REPORTS

Soil reports will be made available at the time of construction. The reports show subsurface conditions at discrete locations. Continuity of subsurface conditions between test locations cannot be assured. The owner nor its representatives can neither make nor confirm interpretations from these reports.

MATERIALS

FILL SOIL:

1. All fill material shall be obtained from required excavations and designated borrow areas. The selection, blending, routing, and disposition of material in the various fills shall be subject to approval by the engineer.
2. Fill materials shall contain no frozen soil, sod, brush, roots, or other perishable material. Rock particles larger than the maximum size specified for each type of fill shall be removed prior to compaction of the fill.

3. The types of material used in the various fills shall be as listed and described in the specifications and drawings.

REJECTED FILL SOIL:

Excavated material which in the opinion of a qualified engineer, are unsuitable for use as subgrade soil shall be used in less critical area as defined by the engineer.

TOPSOIL:

Reuse on-site topsoil: Place topsoil free of subsoil, roots, and rocks larger than 1 1/2 inch.

IMPORTED SOIL:

Only if needed will off-site soil be certified by a Geotechnical Engineer.

ROCK EXCAVATION:

Material that cannot be dislodged with heavy duty excavator shall be classified as rock excavation. Typical materials classified as rock excavation are boulders larger than ½ cy, bedrock strata, rock ledges.

WATER:

Contractor will supply water used for construction. It will also be the contractor's responsibility to provide means of handling water.

EXECUTION

UTILITIES:

1. Locate known below-grade utilities. Request locates from utility companies, including but not limited to: water, sewer, storm sewer, telephone, electrical power, natural gas, and cable television.
2. Flag and protect those utilities to remain.
3. No representation is made by the landowner or Centrol Crop Consulting to the existence or non-existence of underground utilities. It is the contractor's responsibility to request a locate prior to construction.

GRADING - GENERAL:

1. Foundation preparation:
   Foundations for earthfill shall be stripped to remove vegetation and other unsuitable material or shall be excavated as specified.

   Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities and shall be scarified parallel to the axis of the fill or otherwise acceptably scored and loosened to a minimum depth of 2 inches. The moisture content of the loosened material shall be controlled as specified for the earthfill, and the surface material of the foundation shall

be compacted and bonded with the first layer of earthfill as specified for subsequent layers of earthfill.

Earth abutment surfaces shall be free of loose, uncompacted earth in excess of 2 inches in depth normal to the slope and shall be at a moisture content that the earthfill can be compacted against them to produce a good bond between the fill and the abutments.

Rock foundation and abutment surfaces shall be cleared of all loose material by hand or other effective means and shall be free of standing water when fill is placed upon them. Occasional rock outcrops in earth foundations for earthfill shall not require special treatment if they do not interfere with compaction of the foundation and initial layers of the fill or the bond between the foundation and the fill.

Foundation and abutment surfaces shall be no steeper than one horizontal to one vertical unless otherwise specified. Test pits or other cavities shall be filled with compacted earthfill conforming to the specifications for the earthfill to be placed upon the foundation.

2. Placement
   Earthfill shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected and approved by the engineer. Earthfill shall not be placed upon a frozen surface nor shall snow, ice, or frozen material be incorporated in the earthfill matrix.

   Earthfill shall be placed in approximately horizontal layers. The thickness of each layer before compaction shall not exceed a maximum thickness of 10” for class C compaction and 8” for class A compaction. Materials placed by dumping in piles or windrows shall be spread uniformly to not more than the specified thickness before being compacted.

   Hand compacted earth backfill shall be placed in layers whose thickness before compaction does not exceed the maximum thickness specified for layers of earth backfill compacted by manually directed power tampers. Earth backfill shall be placed in a manner that prevents damage to the structures and allows the structures to assume the loads from the earth backfill gradually and uniformly. The height of the earth backfill adjacent to a structure shall be increased at approximately the same rate on all sides of the structure.

3. Control of moisture content
   During placement and compaction of earthfill and earth backfill, the moisture content of the material being placed shall be maintained within the specified range.

   The application of water to the earthfill material shall be accomplished at the borrow areas in so far as practicable. Water may be applied by sprinkling the material after placement on the earthfill if necessary. Uniform moisture distribution shall be obtained by disking.

Material that is too wet when deposited on the earthfill shall either be removed or be dried to the specified moisture content prior to compaction.

If the top surface of the preceding layer of compacted earthfill, a foundation, or abutment surface in the zone of contact with the earthfill becomes too dry to permit suitable bond, it shall either be removed or scarified and moistened by sprinkling to an acceptable moisture content before placement of the next layer of earthfill.

4. Compaction

Earthfill—Earthfill shall be compacted according to the following requirements for the class of compaction specified:

a. Class A Compaction
    i. Each layer of earthfill shall be compacted as necessary to provide the density of the earthfill matrix not less than the minimum density specified in soil report or identified on the drawings. The earthfill matrix is defined as the portion of the earthfill material finer than the maximum particle size used in the compaction test method specified.
b. Class B compaction
    i. Each layer of earthfill shall be compacted to a mass density not less than the minimum density specified.
c. Class C compaction
    i. Each layer of earthfill shall be compacted by the specified number of passes of the type and weight of roller or other equipment specified or by an approved equivalent method. Each pass shall consist of at least one passage of the roller wheel or drum over the entire surface of the layer.

Earth backfill—Earth backfill adjacent to structures shall be compacted to a density equivalent to that of the surrounding in place earth material or adjacent required earthfill or earth backfill. Compaction shall be accomplished by hand tamping or manually directed power tampers, plate vibrators, walk-behind, miniature, or self-propelled rollers. Unless otherwise specified heavy equipment including backhoe mounted power tampers or vibrating compactors and manually directed vibrating rollers shall not be operated within 2 feet of any structure. Towed or self-propelled vibrating rollers shall not be operated within 5 feet of any structure. Compaction by means of drop weights operating from a crane or hoist is not permitted.

The passage of heavy equipment will not be allowed:

i. Over cast-in-place conduits within 14-days after placement of the concrete
ii. Over cradled or bedded precast conduits within 7 days after placement of the concrete cradle bedding.
iii. Over any type of conduit until the backfill has been placed above the top surface of the structure to a height equal to one-half the clear span width of the

structure or pipe or 2 feet, whichever is greater, except as may be specified otherwise.

When the required strength of the concrete is not specified, compaction of earth backfill adjacent to structures shall not be started until the following time intervals have elapsed after placement of the concrete.

Structure	Time interval (days)
Vertical or near-vertical walls with earth loading on one side only	14
Walls backfilled on both sides simultaneously	7
Conduits and spillway risers, cast-in-place (with inside forms in place)	7
Conduits and spillway risers, cast-in-place (inside forms removed)	14
Conduits, pre-cast, cradled	2
Conduits, pre-cast, bedded	1
Cantilever outlet bents (backfilled both sides simultaneously)	3

5. Reworking or removal and replacement of defective earthfill:
   Earthfill placed at densities lower than the specified minimum density or at moisture contents outside the specified acceptable range of moisture content or otherwise not conforming to the requirements of the specifications shall be reworked to meet the requirements or removed and replaced by acceptable earthfill. The replacement earthfill and the foundation, abutment, and earthfill surfaces upon which it is placed shall conform to all requirements of this specification for foundation preparation, approval, placement, moisture control, and compaction.
6. Coordinate work with trenching for underground utilities.
7. Rock excavation is not anticipated. If rock is encountered, notify engineer Do not perform rock excavation until rock surface can be cross-sectioned and classified.
8. Protect newly graded areas from the action of wind and water. Restore grade where settlement or washing occurs.

ALL OTHER EARTHFILL AREAS:

All areas not otherwise specified shall be compacted to meet class C compaction as outlined above

SECTION 31 23 00 - DRAINAGE

SCOPE:

1. A perimeter tile shall be installed to keep the elevation of the water table below the bottom of the storage liner of liquid manure waste.
2. Perimeter tile must be located one foot outside of the footing of the structure and consist of 4 inch heavy duty polyethylene perforated agricultural drainage pipe. An inspection port must be included for use in sampling and inspecting the system for proper operation.
3. The tile must be bedded and covered with pea rock or crushed rock ¼" to ½" in size.

4. Tile may be installed prior to site construction for dewatering purposes as decided by the owner, engineer, and contractor. If so, the tile must be installed a minimum of 4 feet outside the location of the proposed footer and at least 2 feet below the floor of the pit. Installation must be with a backhoe or trencher and not with a tile plow. Gradient of the tile shall be 0.2 feet per 100 feet of length to the sump.
5. Prior to backfilling the trench, all construction debris and organic material must be removed.

O&M: PLAN FOR OPERATIONS, MAINTENACE, AND INSPECTIONS

OVERVIEW

Waste storage pits provide temporary storage of manure or other process waters until the waste is managed as a soil nutrient resource. The manager of this facility must carry out periodic operation and maintenance activities to assure the components perform to their intended function. The following checklist is provided as an aid for developing a good operation and maintenance plan.

OPERATION CHECKLIST

- ☐ Routine inspections of perimeter of structure for evidence of structural fatigue or cracking.

- ☐ Inspect perimeter tile regularly and at least 2 weeks prior to emptying the pit to ensure no ground water is present. If water levels are present, fix the system so that it can operate correctly and thus relieve the hydrostatic pressure prior to emptying the pit.

- ☐ Inspect tile water quality for changes in odor or color. If detected notify the engineer or MPCA immediately and stop the flow of the tile line.

- ☐ Inspect and properly maintain all pump pit covers and tile inspection ports.

- ☐ Inspect posted signs at each pump pit which must state:

  "DANGER – POISONOUS GAS PIT- KEEP OUT!"

- ☐ Monitor liquid levels in the pit on a quarterly basis using a measuring stick. Note any changes in potential increase in water production which may increase the need for storage. Washing activities and water line breaks must be considered.

- ☐ Keep a record of inspections in a dedicated file for future reference.

REPORT OF MATERIALS TESTING

PROJECT:	ANNEXSTAD DAIRY FARM ST. PETER, MN	REPORTED TO:	CENTRAL CROP CONSULTING 311 BURLINGTON CIRCLE P.O. BOX 236 MARSHALL, MN 56258 ATTN: BRENT LOUWAGIE
AET NO:	P-0018900	DATE:	Dec 20, 2022

INTRODUCTION

This report concerns the soil testing we performed for the referenced project. The scope of work pertinent to this report was specifically limited to the following:

- Perform laboratory tests on the submitted sample.
- Present the results of our services in a formal report.

Our work on this project was authorized by Mr. Brent Louwagie of Central Crop Consulting.

TEST METHODS AND RESULTS

All tests were performed in general accordance with the applicable ASTM methods which are indicated on the attached test data sheets.

REMARKS

To protect the addressee, the public, and ourselves, this report (and all supporting information) is provided for the addressee's own use. No representations are made to parties other than the addressee. The test samples have been discarded. If you have any questions concerning this report or we can be of further assistance, please contact us.

Report Prepared By:
American Engineering Testing, Inc.

Sam Sveine
Mankato Manager
Phone: 507-508-6382
Email: ssveine@teamaet.com

TEST RESULTS

PERMEABILITY TEST DATA (ASTM:D5084)

Sample No.	PR #1
Sample Type:	Remolded
Soil Classification	Sandy lean clay, brown/gray (CL)
Permeability Test	
Height (inches)	4.030
Diameter (inches)	2.904
Dry Density (pcf)	100.8
Water Content (%)	19.43%
Type of Test (Head)	Falling
Pressure Differential (psi)	1.0
Water Temp (°C)	20
K @ 20°C (cm/sec)	2.04×10^{-8}
Specifications K @ 20°C (cm/sec)	6.90×10^{-8}

American Engineering Testing, Inc.
Mankato
1730 1st Avenue
Mankato, MN 56001
(507) 387-2222
www.teamAET.com

Proctor Report

Report No: PTR:AET-095985-S1
Issue No: 1

Client: Centrol Crop Consulting **CC:** Brent Louwagie

Project: Annexstad Dairy Farm

St. Peter MN

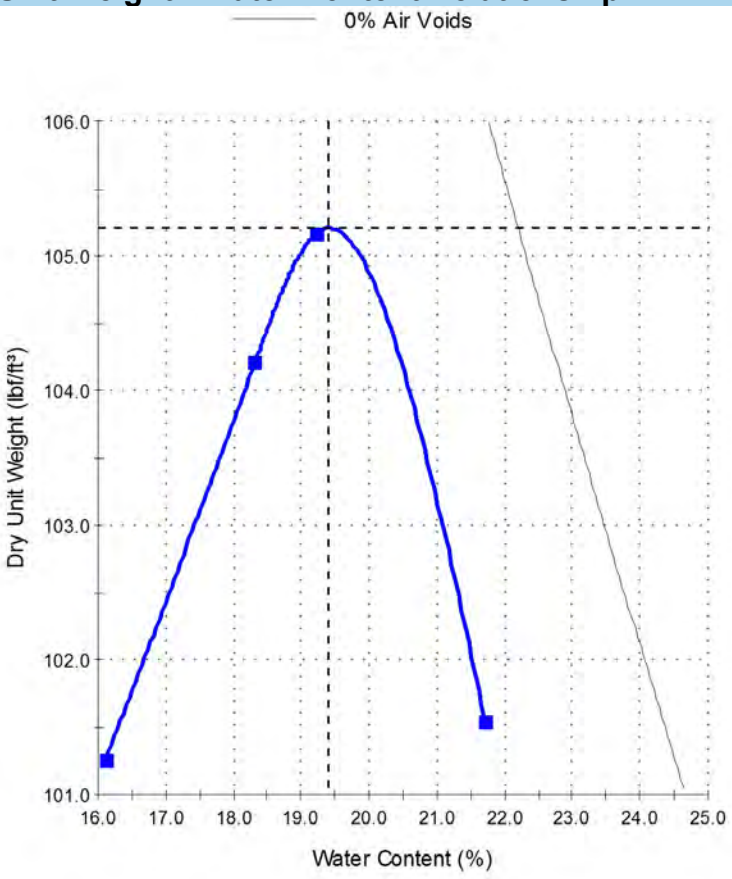
Job No: P-0018900

Date of Issue: 12/20/2022
Reviewed By: Sam Sveine
Manager

Sample Details

Sample ID: AET-095985-S1
Field ID: Proctor 1
Date Sampled: 12/8/2022
Sampling Method: ASTM D698
Location: On-site Material
Sampled By: Client

Dry Unit Weight - Water Content Relationship



Test Results

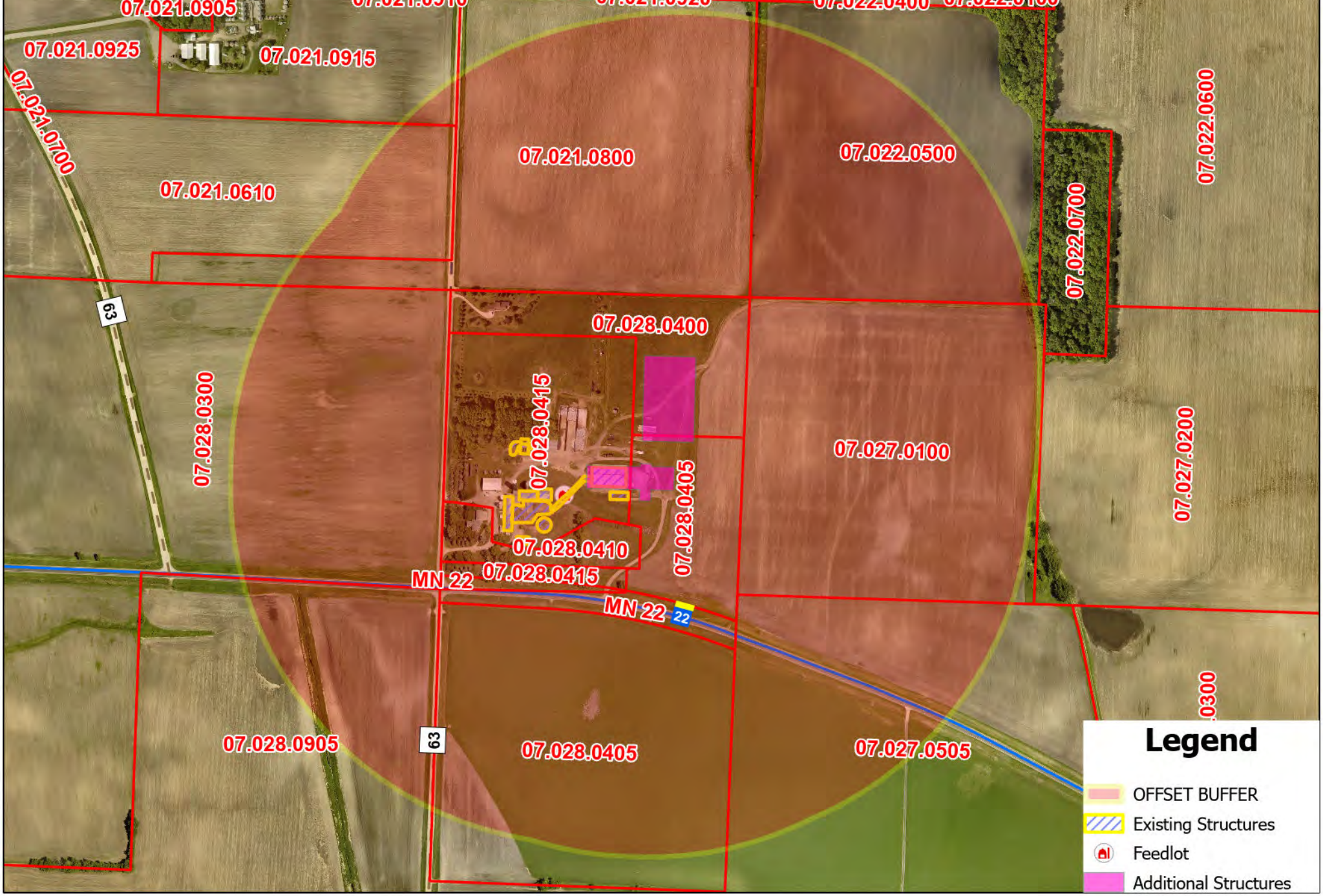
ASTM D 698

Maximum Dry Unit Weight (lbf/ft³):	**105.2**
Optimum Water Content (%):	**19.4**
Method:	A
Preparation Method:	Moist
Specific Gravity (Fines):	2.70
Tested By:	Camden Bode
Date Tested:	12/12/2022

AASHTO T 89/T 90

Liquid Limit (%):	35
Plastic Limit (%):	20
Plasticity Index (%):	15
Tested By:	Lori Bode
Date Tested:	12/12/2022

Comments



NICOLLET COUNTY EST. 1853

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.

0 500 1,000 1,500 Feet

N

ATTACHMENT C

OFFSET Map

ATTACHMENT D
Site Photographs

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:

LMRW CMWP - Joint Powers Agreement and Plan Adoption Resolution

Primary Originating Division/Dept.: PPSD - Property Services

Meeting Date: 3/14/2023

Contact: Loria Rebuffoni Title: PSD Manager

Item Type: (Select One) Regular Agenda

Amount of Time Requested 5 minutes

Presenter: Loria Rebuffoni Title: PSD Manager

Attachments: ◉ Yes ○ No

County Strategy: (Select One) Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

Lower Minnesota River West (LMRW) Joint Powers Agreement: This agreement will establish a joint powers collaborative and will be the agreement we use to implement the plan. While drafting this agreement, we worked with the attorneys representing the partner entities. The LMRW policy committee approved it for distribution at the meeting on 2/9/23.

Resolution: To be eligible for Watershed Based Implementation Funding, each partner entity must adopt and agree to implement the plan.

Supporting Documents: ◉ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ○ Yes ◉ No

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

Approved by County Attorney's Office: ○ Yes ○ No ◉ N/A

ACTION REQUESTED:

Signature of Joint Powers Agreement and Resolution Acknowledgment

FISCAL IMPACT: (Select One) NOT in current budget

If "Other", specify

FUNDING

County Dollars =

Other

(Select One)

FTE IMPACT: (Select One) No FTE change

If "Increase or "Decrease" specify:

Total

Related Financial/FTE Comments:

LOWER MINNESOTA RIVER WEST COMPREHENSIVE WATERSHED MANAGEMENT PLAN JOINT POWERS AGREEMENT

This Joint Powers Agreement (Agreement) is made and entered into by and between the following parties (sometimes referred to as members):
The Counties of McLeod, Nicollet, and Sibley by and through their respective County Board of Commissioners, and
The McLeod, Nicollet, and Sibley Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, and
The High Island Creek Watershed District, by and through their respective Board of Managers.

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to provide technical assistance to landowners and carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Watershed District of this Agreement is a political subdivision of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and/or statutory authority to implement the Lower Minnesota River West Comprehensive Watershed Management Plan to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil health and productivity, protect water quality, reduce flood risk and associated damages, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, pursuant to Minn. Stat. Section 103B.101 Subd. 14, the Minnesota Board of Water and Soil Resources (BWSR) "may adopt resolutions, policies, or orders that allow a comprehensive plan, local

water management plan, or watershed management plan, developed or amended, approved and adopted, according to chapter 103B, 103C, or 103D, to serve as substitutes for one another or be replaced with a comprehensive watershed management plan."

WHEREAS, it is understood by all the parties to this Agreement that the Lower Minnesota River West Comprehensive Watershed Management Plan does not replace or supplant local land use, planning, or zoning authority, but, instead, provides a framework to provide increased opportunities for cooperation and consistency on a watershed basis, and to allow local governments to cooperatively work together to implement projects with the highest return on investment for improving water quality/quantity issues on a watershed basis.

WHEREAS, the Parties have formed this Agreement for the specific goal of implementing the Lower Minnesota River West Comprehensive Watershed Management Plan pursuant to Minnesota Statutes § 103B.801.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose of the Agreement:** The Parties to this Agreement recognize the importance of partnerships to implement protection and restoration efforts for the Lower Minnesota River West Watershed Planning area *(see Attachment A with a map of the planning area)* on a cooperative and collaborative basis together under this Agreement pursuant of the authority contained in Minn. Stat. Section 471.59. The purpose of this Agreement is to collectively implement, as local government units, the Lower Minnesota River West Comprehensive Watershed Management Plan while providing assurances that decision-making spanning political boundaries is supported by an in-writing commitment from participants.

This Agreement does not establish a Joint Powers Entity but sets the terms and provisions by which the parties "may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised." Minnesota Statutes § 471.59. This Agreement does not include a financial obligation, but rather an ability to share resources.

Parties signing this agreement will be collectively referred to as the Lower Minnesota River West Watershed Partnership (Partnership).

2. **Term:** This Agreement is effective upon signature of all Parties, in consideration of the Minnesota Board of Water and Soil Resources (BWSR) operating procedures; and will remain in effect until canceled according to the provisions of this Agreement or earlier terminated by law.

3. **Adding Additional Parties:** A qualifying party within the Lower Minnesota River West Watershed Planning area desiring to become a member of this Agreement shall indicate its intent by adoption of a governing board resolution that includes a request to the Policy Advisory Committee to

join the Lower Minnesota River West Watershed Partnership. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Advisory Committee.

4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent, in writing, to the Policy Advisory Committee in the form of an official board resolution adopted by its governing body. Notice must be made at least 60 days in advance of leaving the Agreement. Any party that leaves the membership of the Agreement remains obligated to comply with the terms of any grants the Lower Minnesota River West Watershed Partnership has at the time of the party's notice to leave membership, and is obligated until the grant has expired or has been closed out.

5. **General Provisions:**

a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules, and regulations now in effect, or hereafter adopted, pertaining to this Agreement, or to the facilities, programs, and staff for which the Agreement is responsible.

b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a), and this is not intended to create any liability or exposure of one party for the acts or omissions of any other party.

c. **Employee Status:** The parties agree that respective employees or agents of each party shall remain the employees or agents of each individual respective party and shall not be considered employees of any other part or of the collaborative, and shall not be entitled to any compensation, rights or benefits of any kind from any other party or from the collaborative.

d. **Records Retention and Data Practices:** The parties agree that each respective party will be responsible for complying with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), and the Official Records Act (Minnesota Statutes Section 15.17) for the data collected, created, received, maintained, disseminated or stored by each respective part pursuant to the terms of this Agreement.

e. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

f. **Termination:** This Agreement will remain in full force and effect until canceled by all parties,

unless otherwise terminated in accordance with other provisions of this Agreement. The parties acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement has been Terminated.

g. **Amendment:** Policy Advisory Committee may modify this Agreement upon approval by a majority vote of all of the Parties to the Agreement. Any amendment to this Agreement shall be in writing, adopted by each Party in the same manner as the original Agreement.

6. Administration:

a. **Establishment of Committees for Implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan:** Committees will be established to carry out the coordinated implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan. The parties agree to establish, under this Agreement, a Policy Advisory Committee, a Technical Advisory Committee, and a Local Implementation Work Group.

i. **The Policy Advisory Committee:** The parties agree to establish a Policy Advisory Committee for the purpose of implementing the Lower Minnesota River West Comprehensive Watershed Management Plan. The Policy Advisory Committee will operate cooperatively and collaboratively, but not as a separate entity. Each governing entity agrees to appoint one representative, who must be an elected or appointed member of each governing entity to the Policy Advisory Committee. Each governing entity may choose to appoint one alternate to serve on the Policy Advisory Committee in the absence of the appointed member. Policy Advisory Committee members agree to keep their respective governing entities regularly informed on the implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan. Each representative shall have one vote, subject to the authority delegated by their respective governing entity. The Policy Advisory Committee will establish bylaws to describe the functions and operations of all committee(s). Once established, the Policy Advisory Committee will follow the bylaws adopted, and have the power to modify the bylaws. The Policy Advisory Committee will meet as needed, but no less than bi-annually, to advise implementation of the Lower Minnesota River West Watershed Management workplan. Each member of the Policy Advisory Committee, subject to the authority delegated by their respective governing body, shall have the authority to act on behalf of the party they represent in all matters relevant to the implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan, including but not limited to, the recommendation to approve grant applications, grant agreements, interim reports, payment of invoices, and entering into professional contracts. The Policy Advisory Committee shall also approve an annual work plan and annual budget consisting of an itemized statement of the Lower Minnesota River West Comprehensive Watershed Management Plan, revenues and expenses for the ensuing calendar years, and shall be presented to the respective governing entities that are represented on the Policy Advisory Committee.

ii. **The Local Implementation Work Group:** The parties agree to establish a Local Implementation Work Group, which shall consist of, but not limited to, local staff, including local county water planners,

local watershed district staff, and local SWCD staff, for the purposes of logistical, and day-to-day decision-making in the implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan. The Local Implementation Work Group shall prepare a draft annual work plan and budget consisting of an itemized statement of the Lower Minnesota River West Comprehensive Watershed Management Plan revenues and expenses for the ensuing calendar year which shall be presented to the Policy Advisory Committee for review. The Local Implementation Work Group will meet as needed.

iii. **The Technical Advisory Committee:** The Policy Advisory Committee may appoint technical representatives to a Technical Advisory Committee to provide support and make recommendations on implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan. The Technical Advisory Committee may consist of the Local Implementation Work Group, contacts for the state's main water agencies (Board of Water and Soil Resources, Minnesota Department of Agriculture, Minnesota Department of Health, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, and Environmental Quality Board), and/or plan review agencies, and area stakeholders. The Technical Advisory Committee will meet, as needed.

7. **Implementation of the Plan.** The Parties agree to adopt and begin implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan within 120 days of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

8. **Fiscal Agent:** The Policy Advisory Committee shall appoint one of the parties to the Agreement to be the Fiscal Agent for each source of funding received. The appointed Fiscal Agent agrees to:

a. Accept all responsibilities associated with any grant agreements executed by the party for the implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan.

b. Perform financial transactions as part of any executed grant agreements, and contract implementation.

c. Provide for strict accountability of all funds, report all receipts and disbursements, and annually provide a full and complete audit report of the grant.

d. Provide the Policy Advisory Committee with the records necessary to describe the financial condition of the grant agreement.

e. Include the grant information on the Fiscal Agent's website.

f. Retain fiscal records consistent with the Fiscal Agent's records retention schedule (See 5. d.).

9. **Plan Administration**: The Policy Advisory Committee shall appoint, annually, one of the parties to the Agreement to be the Day-to-Day Contact, being the point of contact for, and handling of the day-

to-day administrative work of the Lower Minnesota River West Comprehensive Watershed Management Plan. The appointed day-to-day contact agrees to:

a. Accept all day-to-day responsibilities associated with the implementation of grants received for implementing the Lower Minnesota River West Comprehensive Watershed Management Plan, including being the primary contact for any grant agreements, and any reporting requirements associated with any grant agreements not otherwise stated.

b. Provide the Policy Advisory Committee with the records necessary to describe the implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan.

c. Provide for proper public notice of all meetings.

d. Ensure that minutes of all Policy Advisory Committee meetings are recorded and made available in a timely manner to the Policy Advisory Committee and maintain a file of all approved minutes including corrections and changes.

e. Retain records consistent with the fiscal agent's records retention schedule until termination of the agreement (at that time, records will be turned over to the Fiscal Agent) (See 5. c.).

f. Perform any other duties to keep the Policy Advisory Committee, the Technical Advisory Committee, and the Local Implementation Work Group informed about the implementation of the Lower Minnesota River West Comprehensive Watershed Management Plan.

10. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

McLeod County
Marc Telecky or successor
Director of Environmental Services
1065 5th Avenue SE
Hutchinson, MN 55350
Telephone: 320.484.4342

McLeod County Soil and Water Conservation District
Ryan Freitag or successor
District Manager
520 Chandler Avenue North
Glencoe, MN 55336
Telephone: 320.864.1214

Nicollet County
Ben Rosburg or successor
Environmental Specialist
501 S. Minnesota Avenue
St. Peter, MN 56082
Telephone: 507.934.7072

Nicollet Soil and Water Conservation District
Kevin Ostermann or successor
District Manager
501 7th Street, P.O. Box 457
Nicollet, MN 56074
Telephone: 507.232.2550

Sibley County
Marilee Peterson or successor
County Auditor – Treasurer
400 Court Avenue, P.O. Box 51
Gaylord, MN 55334
Telephone: 507.237.4070

Sibley Soil and Water Conservation District
Joel Wurscher or successor
District Manager
112 5th Street, P.O. Box 161
Gaylord, MN 55334
Telephone: 507.702.7077

High Island Creek Watershed District
Kevin Miller or successor
Board President
18376 30th Street
Brownton, MN 55312
Telephone: 320.510.1039

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

Partner: **Nicollet County**

Approved:

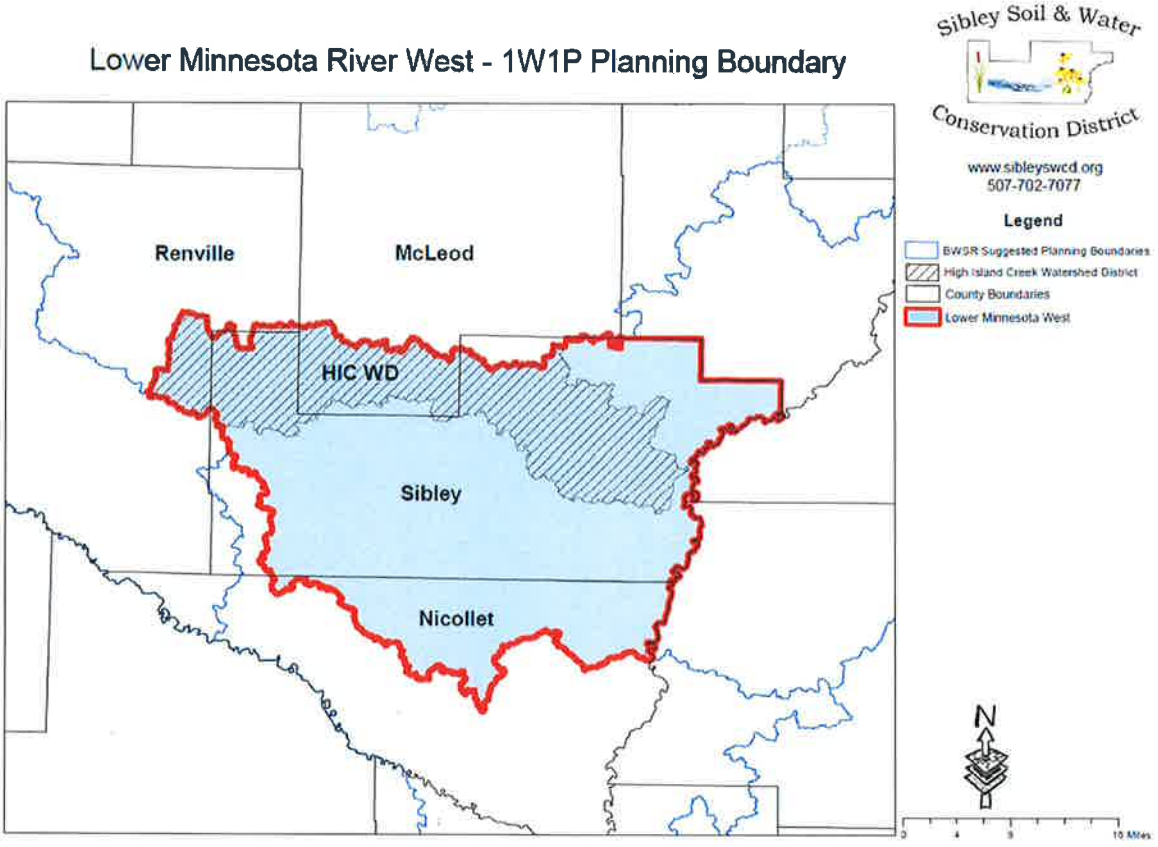
By: _____
Board Chair Date

By: _____
County Administrator Date

Approved as to form:

By: _____
County Attorney Date

Attachment A – figure of planning area



Nicollet County

RESOLUTION #

Resolution to adopt and implement the Lower Minnesota River West Comprehensive Watershed Management Plan for the areas identified in the plan that pertain to Nicollet County.

Motion by: Seconded by:

WHEREAS, the Policy Committee of the Lower Minnesota River West Comprehensive Watershed Management Partnership has submitted the Lower Minnesota River West Comprehensive Watershed Management Plan (Plan) to the Board of Water and Soil Resources (BWSR) for review and approval at their regular meeting scheduled for March 22, 2023.

WHEREAS, partners must adopt and begin implementing the plan within 120 days of the date of the Order in accordance with Minnesota Statutes § 103B.101, subd. 14 and 103B.801, and the One Watershed, One Plan Operating Procedures.

THEREFORE BE IT RESOLVED, contingent on BWSR approval, Nicollet County herby adopts and will begin implementation of the Plan for the area of Nicollet County identified within the Plan and serve as a substitute for the county local water management as per Chapter 103B for the duration of the State approved Plan.

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
South Central Community Based Initiative 2023-2024 Purchase of Service Agreement

Primary Originating Division/Dept.: Health and Human Services

Meeting Date: 03/14/2023

Contact: C. Sassenberg Title: HHS Director

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: C. Sassenberg Title: HHS Director

Attachments: ◉ Yes ○ No

County Strategy: (Select One) Financial Security - prudent use of taxpayer resources

BACKGROUND/JUSTIFICATION:

The South Central Community Based Initiative (SCCBI) is a Board with a Joint Powers Agreement for the Counties of Blue Earth, Brown, Faribault, Martin, Freeborn, Le Sueur, Nicollet, Rice, Sibley, and Watonwan. This Board accepts and administers grants and enters into contracts, primarily through the use of the Adult Mental Health Initiative (AMHI) grant and Crisis grants to meet regional mental health needs. Through this initiative and its managed state grants, Nicollet County receives reimbursement for case management services, community support program services, and funding for the clubhouse.

Changes to the 2023-2024 contract include implementing a two-year contract cycle to match the DHS funding cycle. This means that we will have two years to spend allocated funds rather than an annual budget. There was also a 1% increase in funding allocated to counties for mental health staffing and a $6,000 increase over two years allocated to counties for clubhouse staffing and services. It should be noted that there was no increase to the base grant but rather regional funds are being distributed differently.

Supporting Documents: ◉ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ○ Yes ◉ No

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

Approved by County Attorney's Office: ◉ Yes ○ No ○ N/A

ACTION REQUESTED:

Approval of the 2023-24 Purchase of Service Agreement (Board Chair to sign via DocuSign)

FISCAL IMPACT: Included in current budget
(Select One)

If "Other", specify: AMHI Grant Funding

FUNDING
County Dollars =

Other $510,746.00
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

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 December 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, 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 provide mental health services. All services reimbursed through the Agency must be eligible under Minnesota Department of Human Services definition of BRASS Codes, as outlined in grant applications for the Adult Mental Health Initiative and Crisis Appropriation, and Crisis Services Grants:

         a) Enroll as a Medical Assistance provider and comply with Medical Assistance policies and procedures.
         b) Comply with all State and Federal recommendations related to the provision of Community-Based Mental Health Services.
         c) Agree to participate in data collection for outcome monitoring and fidelity adherence of evidence-based practices as requested by the Department of Human Services.
         d) Submit claims for reimbursement to any and all sources of Medicare, Medicaid, and third-party insurance whenever possible.

b. The Contractor agrees to make available to the Agency, upon request:

(1) Certification of Insurance through the Minnesota Counties Intergovernmental Trust.
(2) A detailed description of the program services to be provided.
(3) An exposition of the staffing, including job descriptions and professional qualifications of personnel.
(4) An organization chart.
(5) Number of Program Participants; and
(6) Program content.

c. 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 eligible BRASS Code expenses is based on the actual cost of the services, less all associated revenues.

(1) The total amount to be paid for such purchased services must not exceed $464,746.00.

(2) The allocation for Clubhouse Services must not exceed $46,000.00.

4. ELIGIBILITY FOR SERVICES

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by Medical Assistance and the Agency.

The parties understand and agree that when the Contractor has been delegated by the Agency to make the determination of the client's eligibility for purchased services:

a. It is understood and agreed by the parties that, when applicable, fees will be charged and collected in accordance with fee policy and schedules adopted by the Contractor in accordance with Minnesota Statutes Section 245.465.

b. The Contractor must not charge any program or service fee to social services eligible clients except in accordance with Subd. 3 above.

5. 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 A.

b. Payment: The Agency must, within thirty (30) days of the date of receipt of the Invoice, make payment to the Contractor for all eligible clients identified on the Invoice.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 my 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 Contractors 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.

11. 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 principals[1] 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
(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.

[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).

12. 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	**To Notify the Contractor**
Regional Manager, SCCBI	Cassandra Sassenberg, Director
PO Box 3526, Mankato, MN 56002	622 S Front Street, St Peter, MN 56082
507-381-0549	507-934-8559
	cassandra.sassenberg@co.nicollet.mn.us

13. SUBCONTRACTING

a. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without notification to the Agency in writing.

b. Any and all subcontractors must be subject to and must meet all of the requirements of this Agreement.

c. The Contractors must ensure that any and 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.

d. 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.

14. 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.

15. 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.

16. 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.

Approved as to form and execution.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGENCY

Dated: _____

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

CONTRACTOR

Dated: _____

_____
Jack Kolars - County Board Chair

Dated: _____

_____
Cassandra Sassenberg – County HHS Director

Dated: _____

_____
Michelle Zehnder Fischer - County Attorney

JH/
10-21
N:/WP/Contract/Blue Earth County-SCCBI Contract.Docx

EXHIBIT A

South Central Community Based Initiative

Record of funds reimbursed

County Name: Vendor #

Reimbursement for quarter ended: **March 31, 2023**

BRASS	Staffing	Flex	Clubhouse	Crisis Funds	Other/label	Total
402						
403						$ -
408						$ -
416						$ -
418						$ -
420						$ -
430						$ -
431						$ -
434						$ -
436						$ -
437						$ -
438						$ -
443						$ -
446						$ -
451						$ -
452						$ -
454						$ -
468						$ -
469						$ -
474						$ -
491						$ -
TOTALS	$ -	$ -	$ -	$ -	$ -	

Total reimbusement requested $ -

Staffing Allocation

1st Qtr	$ -
2nd Qtr	
3rd Qtr	
4th Qtr	
	$ -

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

Requested By Date

Title:

Please mail, email or fax 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

*Reimbursement includes flex, transportation, housing and other approved expenses

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Health and Human Services: Implementation of Collaborative Safety Model

Primary Originating Division/Dept.: Health and Human Services

Contact: C. Sassenberg Title: HHS Director

Amount of Time Requested: 10 minutes

Presenter: C. Sassenberg Title: HHS Director

Meeting Date: 03/14/2023

Item Type: (Select One) Regular Agenda

Attachments: ◉ Yes ○ No

County Strategy: (Select One) Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

Nicollet County Health and Human Services (HHS) is requesting to implement the Collaborative Safety model. The Collaborative Safety Model was started by the Federal Commission to Eliminate Child Abuse and Neglect Fatalities. The model engages local and state agency leadership, front line staff, and other key stakeholders on safety science principles, supporting safety advancement and system change. The goal is to focus on a culture of accountability and support the agency to develop a robust and proactive response to critical incidents. Outcomes expected from the use of the Collaborative Safety model include increased trust in the provision of care, improved staff morale, enhanced system improvement, improvements in employee retention, increased accountability, and increased public trust. The implementation of this model includes a training for the Board of Commissioners, an intensive, two-day training for HHS and HR leadership, HHS staff trainings, an intensive full day training for mental health, child welfare, and disability staff, examination and development of procedures for response to critical incidents, leadership labs (quarterly, three hour leadership sessions), and ongoing e-learning for new and existing staff members.

Implementation of this model would be funded by a combination of sources, including: $120,000 in COVID-19 recovery funds, $7,000 in remaining SNAP training funds, and $10,000 in requested American Rescue Plan Act funds. The availability of funds and the high of acuity of HHS caseloads make this an ideal time to move forward this training model.

Supporting Documents: ◉ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ○ Yes ◉ No

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

Approved by County Attorney's Office: ◉ Yes ○ No ○ N/A

ACTION REQUESTED:

Approval for expenditure of funds and authorization to sign the scope of work agreement.

FISCAL IMPACT: Other
(Select One)

If "Other", specify: COVID-19 Recovery Funds / SNAP training funds

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

FUNDING

County Dollars =	$10,000 requested ARPA funds
Other (Select One)	$120,000 + $7,000
Total:	

TRANSFORMING CULTURE | TOGETHER

Nicollet County Health and Human Services
Scope of Work Proposal

02 22 23

Contractor Information:
Collaborative Safety, LLC
8161 Hwy 100 #206
Nashville, TN 37221
916-548-5041
sm@collaborative-safety.com

Proposal Timeline: May 1st, 2023 – June 30th, 2024

Collaborative Safety, LLC proposes the following scope of service proposal. The proposal is designed for Nicollet County Health and Human Services to support a culture of safety through integration of safety science and development or transformation of review systems including systemic critical incident reviews using contemporary safety science using a nationally recognized model. The Collaborative Safety model is founded in safety science, behavior analysis, forensic interviewing and is encased in a trauma informed lens. All trainings, institutes and labs are designed to enhance organizational function with respect to a safe culture, staff resiliency, equity, and improved outcomes for staff and clients served.

Proposal: (May 1st, 2023 – June 30th, 2024)

DELIVERABLES	COST	TOTAL
Safety Leadership Institute 2 day (<24 participants) - Onsite	$24,000 x 1	$24,000.00
Orientations – Onsite 2 per day	$7,500 x 2	$15,000.00
Leadership Labs (<12 participant cohort) 12 Months - Virtual	$22,500 x 1	$22,500.00
Advanced Practical Training Institute: Frontline HHS (<24 participants) 1 Day – Onsite	$12,000 x 2	$24,000.00
Systems Review Model – 12 Month License Year 1	$48,000/year	$48,000.00
eLearn Year 1 (up to 150 users)	$4,000/year	$4,000.00
	TOTAL NTE	**$137,500.00**

Accepted by Nicollet County Representative:

_____

Print Name

_____ _____

Signature Date

Accepted by Collaborative Safety, LLC Representative:

_____

Print Name

_____ _____

Signature Date

Detailed Description of Work

Safety Leadership Institute – 2 Day

The Safety Leadership Institute is a two (2) day training designed to provide agency management with a high-level understanding of safety science. The SLI engages leaders, managers and supervisors on how to integrate safety science into everyday work to support a culture of safety and accountability and to enhance communications between staff. The Safety Leadership Institute can be delivered live onsite or live virtual. Both the onsite and virtual Institutes are comprised of three courses:

- Human Factors and Systems Safety Management Course
- Supporting Culture Transformation
- Integrating Safety Science into Leadership

Course I: Human Factors and System Safety Management Course

This course lays the groundwork for the participants' knowledge about safety. The course provides a framework of system safety and is designed to engage participants with a comprehensive and holistic introduction to Human Factors and System Safety from an organizational leadership perspective. It also provides current models of accountability and ethics. Concepts and learning objectives are presented in a way that enables participants to make information meaningful. Throughout the session, information is strategically and thoughtfully connected to scope of position.

Course II: Supporting Culture Transformation

This course lays the foundation for the importance of management in supporting the advancement of safety within an agency. It also focuses on the role of management to successfully advance their agency into the 21st century of safety and system improvement. The course additionally highlights the importance of sharing advancements within their respective agency.

Course III: Integrating Safety Science into Leadership
This course provides leaders, managers and supervisors with the ability to integrate safety science into everyday management and supervision. It will focus responding to and supporting worker performance, promoting teamwork, and the identification additional strategies and supports that are useful for everyday leadership, management and supervision.

Orientations
Orientations are three-hour meetings that take place onsite or virtually. Onsite orientations occur at 2 per day. Virtual Orientations are half days and can be across days. The Orientations are designed for frontline staff, supervisors and community partners to introduce safety science concepts, old views and new views of safety and how the agency is going to conduct reviews in the Collaborative Safety model. These meetings support the agency's commitment to engaging all staff in the safety culture of the organization. The Orientations serve a substantial purpose in creating agency alignment and increasing staff engagement.

Leadership Labs
Leadership Labs are a twelve-month engagement designed to for leaders, managers and supervisors who have completed the Safety Leadership Institute. Each Leadership Lab has 1 cohort of up to 12 staff. Agencies can select multiple cohorts. Content is provided through bi-weekly activities which include Webinars, Videos, Podcasts, Articles, Live Leadership Labs, and Cohort video conferences. Leadership Labs are learning engagements that incorporate specific tools and strategies to promote a safety culture in everyday practice and supervision. Leadership Labs are a critical component to integrating and sustaining a safety culture.

Advanced Practical Training Institute: Frontline HHS – 1 Day
This is a modified one (1) day training designed for frontline Health and Human Services staff. This includes but is not limited to: Child Protective Services (CPS), Adult Protective Services (APS), Direct Support Care, Disability Services, Children's Mental Health, Behavioral Health, and Adult Mental Health. The first part of the Institute lays the groundwork for the participants'

knowledge about systems safety. The content provides a framework of system safety and is designed to engage participants with a comprehensive and holistic introduction to Human Factors and System Safety. Contrasting models and approaches are presented to give participants an increased command of relevant scientific literature. Concepts and learning objectives are presented in a way that enables participants to make information meaningful. Throughout the course, information is strategically and thoughtfully connected to their work. The second part of the Institute is directed toward teaching participants on how to integrate safety science concepts into everyday work in a trauma informed manner that supports psychological safety for the individuals and families they encounter. Attention is given to current roles, administrative rules, and legislative mandates so that concepts are able to be imbedded into everyday work that is compatible with these roles, rules and mandates.

Systems Review Model

The Systems Review Model (SRM) is designed for small to medium sized agencies to support participants to develop an in depth understanding of safety science and how to review work from a systems approach. The SRM is fully provided virtually. The SRM is derived from systems mapping techniques commonly used in safety analysis and is used to study practice areas of interest. The goal of the SRM is to understand decision making within the organization and identify systemic barriers to everyday work that can be addressed through system wide change and improvement. Distance based training and support will be provided to users of the SRM with focus on skill building, implementation, and sustainability. Additionally, SRM includes access to our Safety Management System (SMS)*. The SRM comes with a 12-month license that begins at the start of the contract date.

*Safety Management System

The Safety Management System is a cloud-based software support for the Systems Learning Mapping process that is accessed by supported users via web application and includes two components: Systems Mapping Tool (SMT) and Safety Reporting System (SRS). The SMT allows agencies to review critical incidents using evidence-based Safety

Science. The tool is user friendly and designed to capture systemic influences within and outside of the agency. The SMT is web-based and can be used during in-person or distance-based review meetings. Users can create, save, and edit systems maps and generate PDF copies as a part of their review process. The SRS allows agencies to develop online forms unique to their critical incident review process. The SRS further allows users to complete forms online and easily capture and access data specific to the critical incident review process. The SRS functionality includes management of systemic critical incident review data (including demographics, systems maps, systems analysis tool and other critical incident data).

eLearn Year 1

The eLearn Year 1 is to maximize training of staff using interactive modules. Frontline staff are provided access to 4 modules that include Moving to a Safety Culture, Old View and New View of Safety, Language and Psychological Safety, and Telling Your Second Story. Leaders, Managers, and Supervisors are provided access to 6 modules that include Moving to a Safety Culture, Old View and New View of Safety, Language and Psychological Safety, Accessing the Second Story, Worker Accountability and Safety Culture, and Metrics in a Safety Culture. Pricing varies based on number of eLearn licenses purchased. eLearn Year begins at the start of the contract date.

TRANSFORMING CULTURE | TOGETHER

Collaborative Safety, LLC
www.collaborative-safety.com

Health and Human Services Overview

When failure occurs in any agency, the common response is to use reactionary approaches such as firing employees, writing new policies, or retraining staff.

These approaches have poor results when it comes to making systems safer. In fact, they may have an opposite effect. Using reactionary approaches, evidence suggests agencies may be less safe because true accounts of how the system operates and how it can be improved are kept underground. Employees are less likely to account for how things may go wrong and are less likely to share how these issues can be avoided in the future because of fear they may be sanctioned or even fired. This may leave agencies with the false impression that they have dealt with a problem, when in fact it may have become worse. Furthermore, these reactionary approaches are detrimental to staff.

Agencies must evolve from outdated models of safety commonly used today. Current models of safety engage employees in safety related efforts, and establish comprehensive approaches that have been championed by safety critical industries such as aviation, healthcare, and nuclear power. The industries that use these updated models of safety depart from surface level understandings of how systems fail and seek out the complex interplay of systemic factors. When typical underlying systemic factors are addressed, an agency can begin to make critical advancements in promoting safe outcomes for their employees and the people and customers they serve.

In order to promote the shift to a systemic and proactive culture of safety, agencies need to be supported to make three key transitions:

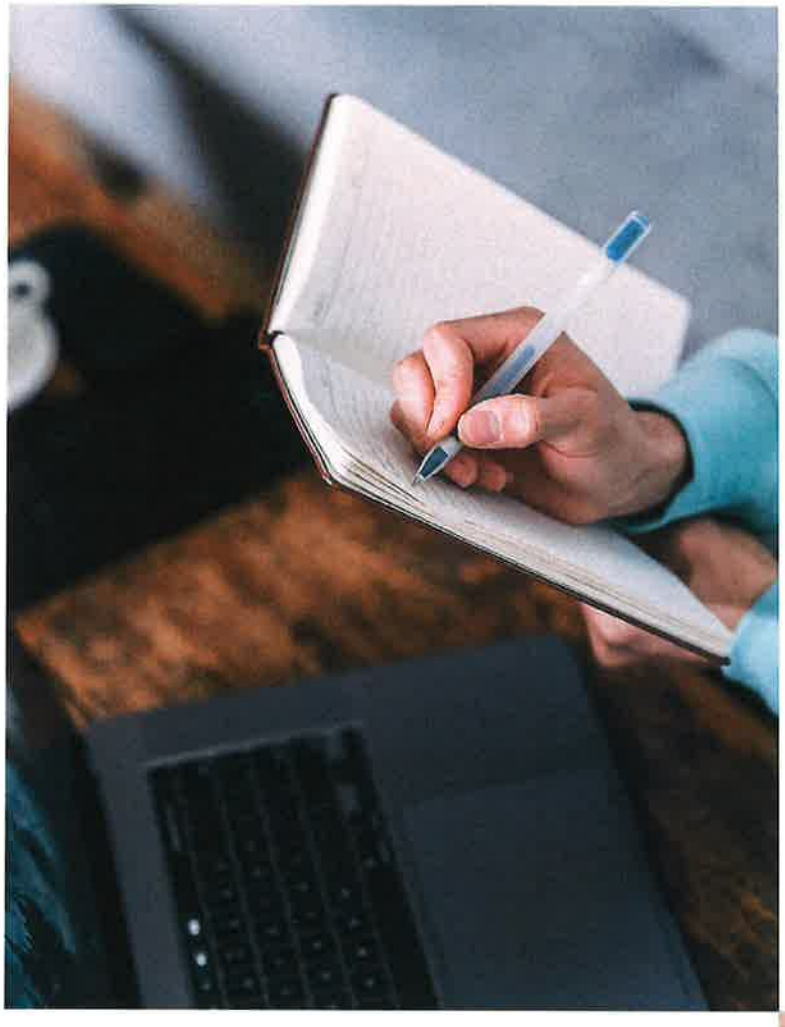
1. From a culture of blame to a culture of accountability
2. From continuously applying quick fixes to addressing underlying systemic issues
3. From seeing employees as a problem to control to a solution to harness

The Three Transitions

1

Towards a Culture of Accountability

The terms blame and accountability are too often conflated. When agencies blame and punish workers, they falsely believe that the agency and its employees are being accountable for their actions. Years of research have shown that blame may decrease accountability, since it inhibits the ability of the organization to learn and improve. Accountability engages frontline workers to be a part of the solution by providing their experience of how adverse events may have occurred and how they can be avoided in the future. Additionally, the agency is accountable to make improvements and to focus efforts and resources on becoming a more resilient and reliable organization.



2

Towards addressing underlying systemic issues

In the wake of failure, it is tempting for agencies to use quick fixes such as firing employees, adding new policy, or retraining staff. This leaves agencies with the false impression that a problem has been resolved. However, agencies are still left with the systemic constraints and influences that contributed to an adverse event. This is commonly seen as treating symptoms instead of the source of the illness. Instead, agencies need to track and address the underlying systemic factors that are present in many adverse events and are likely to be present in the future.

3

Towards seeing people as the solution

Common approaches to improvement whether following a critical incident, or not, typically target individual staff within an organization through new policies, training, work-aids, or compliance. These approaches often make work more difficult through excessive tasks and increased complexity. Science and practice show that staff are a source of success, not failure. Enhancing safety is achieved through removing barriers and providing supportive systems for staff to achieve organizational outcomes. Additionally, understanding where these enhancements can be added is informed by providing staff with a platform to share their knowledge and experience in a safe way.

Collaborative Safety Model

The primary scientific base for the model is founded in Safety Science which is commonly championed in industries such as aviation, healthcare, and nuclear power. This body of science engages disciplines such as human factors engineering, systems engineering, organizational management, psychology, sociology, and anthropology. Furthering this unique blend of sciences is the integration of Behavior Analysis, Forensic Interviewing, and Trauma Informed Care into the Collaborative Safety model. The integration of Behavior Analysis science into the model supports understanding how staff make decisions in an organizational setting as well as understanding how managers and supervisor's shape employee performance to achieve successful outcomes.

Systemic Reviews

A central artifact of the Collaborative Safety Model are Systemic Reviews. Collaborative Safety supports health and human services agencies to develop Systemic Reviews that are uniquely different than current approaches standardly used within these systems. These Systemic Reviews depart from surface level descriptions of events that typically place blame on to front line workers and instead uses systemic analysis to understand how decisions, initiatives, resource allocations deeper within an organization and outside of it can surface in the outcomes experienced in everyday work.

Organizational Alignment

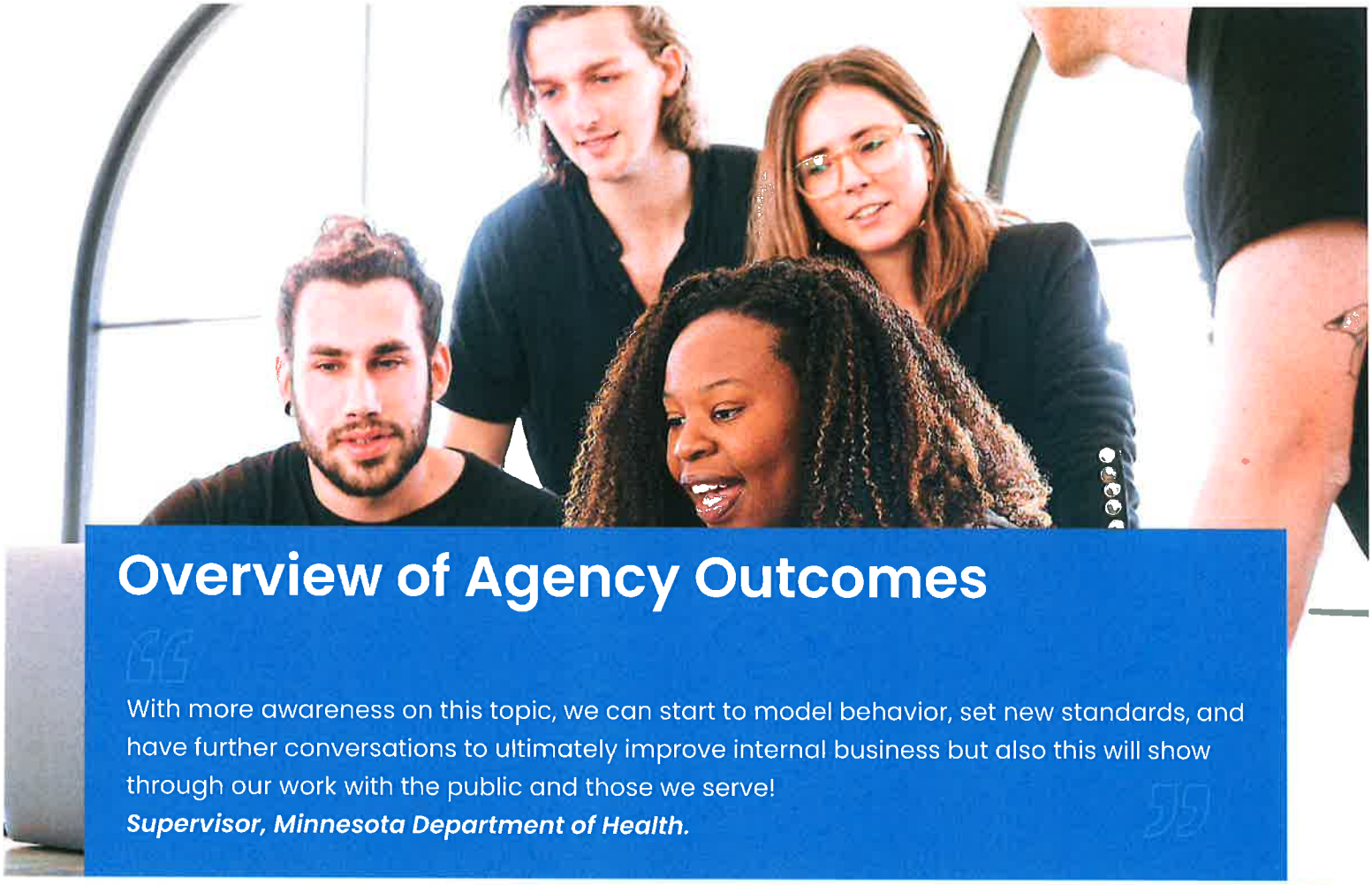
The Collaborative Safety model supports health and human services agencies to develop a culture of safety throughout the organization, establishing necessary shared values and education. To achieve this, Collaborative Safety employs organizational alignment throughout the organization and systems. This is achieved through a unique set of Institutes and Orientations designed for executives, managers, supervisors, frontline staff, and external stakeholders vital to supporting the agency and system's transition to a culture of safety.

Integration into Everyday Operations

In addition to the Institutes and Orientations, Collaborative Safety provides advanced practical training to specialized positions within the workforce to embed safety science principles and approaches into everyday work and currently existing processes and structures. By embedding these principles into structural processes of the agency as well as the broader system, artifacts are created that reflect the values central to a culture of safety.

Sustainability and Evaluation

To support effective culture change, Collaborative Safety prioritizes the establishment of processes and supports that are sustainable. Health and human services agencies are constantly managing change and the Collaborative Safety Model is designed to withstand that change. Evaluating culture change and model effectiveness is greatly important. Evaluation methods and strategies are specifically developed in collaboration with partner agencies to analyze culture change and its impact on key organizational metrics.



Overview of Agency Outcomes

With more awareness on this topic, we can start to model behavior, set new standards, and have further conversations to ultimately improve internal business but also this will show through our work with the public and those we serve!
Supervisor, Minnesota Department of Health.

1. Improved outcomes from a system dedicated towards improving the reliability and safety of provided services
2. A robust and proactive response to critical incidents
3. A responsive system dedicated to learning
4. Increased trust in the provision of care
5. Increased staff engagement
6. Improved staff morale
7. Improvements in employee retention
8. Increased accountability
9. Improved systems in place
10. Increased public trust

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:

Annual Agricultural Inspector's Report

Primary Originating Division/Dept.: Public Works

Meeting Date: 3/14/2023

Contact: Nate Henry Title: Agricultural/Ditch

Item Type: (Select One) Regular Agenda

Amount of Time Requested 10 minutes

Presenter: Nate Henry Title: Agricultural/Ditch

Attachments: ◉ Yes ○ No

County Strategy: (Select One) Collaborative Workplace - sustain the core values of our culture

BACKGROUND/JUSTIFICATION:

Attached is the 2022 annual Agricultural Inspector's Report along with the work plan summary for 2023

Supporting Documents: ◉ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ◉ Yes ○ No

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

Approved by County Attorney's Office: ○ Yes ○ No ◉ N/A

ACTION REQUESTED:

Approve 2022 annual report and work plan summary for 2023

FISCAL IMPACT: Other (Select One)

If "Other", specify

FUNDING

County Dollars = $13,050.00

Grant (Select One)

Total $13,050.00

FTE IMPACT: No FTE change (Select One)

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

Nicollet County

Agricultural Inspector's Annual Report 2022

&

Work plan Summary 2023

ANNUAL WORKPLAN

Hours for Nicollet County CAI Position for Calendar Year 2022

Seed	Hours	Noxious Weed	Hours	Pesticide	Hours					Other	Hours
Seed Sampling	4	Noxious Weed Inspection	120	Pesticide Applicator Testing	8					Biological Control Implementation	12
Seed Inspecting	9	Noxious Weed Control & Education	10	Waste Pesticide Collection							
Seed Education	1	Noxious Weed Violation Follow-up	45	Empty Pesticide Container Collection							
Seed Training		Township Officer Training	5	Pesticide Applicator License Checks	0						
Number of Seed Samples Per Year (_0)		CAI Training	20	Retail Pesticide Inspections							
Seed Violation Follow-up		Noxious Weed Program Administration	15	Pesticide Administration							
Seed Program Administration											
Seed Program Subtotal	14	**Noxious Weed Program Subtotal**	215	**Pesticide Program Subtotal**	8					**Other Programs Subtotal**	2
										Grand Total Hours	237

Background Goal & Objective (Seed): The CAI's objective is to inspect a sufficient number of seed retail facilities, sample a sufficient number of seed lots, review as many seed advertisements as possible, and take appropriate enforcement action, whenever possible, in order to provide effective and uniform administration of the seed law and rules.

Background Goal & Objective (Noxious Weed): A CAI's objective is to see that all lands within the county are inspected for noxious weeds annually and obtain as high a level of voluntary compliance as possible. Cooperation from local governments in the inspection and enforcement of the noxious weed law is necessary in order to maximize the level of voluntary compliance. If voluntary compliance is not achieved, established enforcement procedures are to be used to obtain uniform compliance with the law in the county.

Background Goal & Objective (Ag Chemical): A CAI's objective is to assist MDA staff in making sure agricultural chemicals are properly stored, used, and handled. A CAI will assist in the collection of waste pesticides and empty pesticide containers at collection sites within the county. A CAI may assist MDA staff in making sure only properly licensed individuals are applying pesticides within the county. A CAI may inspect retail facilities to make sure only registered pesticides are offered for sale within the county. A CAI may monitor pesticide applicator license tests to make sure pesticide applications within the county are conducted by properly trained and licensed personnel.

NICOLLET COUNTY AGRICULTURAL INSPECTOR'S ANNUAL REPORT FOR 2021

INSTRUCTIONS: Write or print legibly using black ink. Answer all questions and enter "N/A" if there is no activity. Submit the completed report to the Board of County Commissioners by July 1.

County Agricultural Inspector Training – Hours: 20

☒ Short course ☒ District meetings	☐ Other (Specify):

Administrative Activity – Hours: 20

Types of records:	☐ Activity ☐ Phone record	☐ Computerized ☐ Daily narrative	☒ Other (Specify): Daily Diary
Miles traveled as a county agricultural inspector:	☐ Personal vehicle ☒ County vehicle:	Miles: 3,500	
Percent Time spent in county agricultural inspector duties:	15%	Percent time spent in other duties (not as a CAI):	85% Ditch

Noxious Weed Inspection – Hours: 100

No. of assistant weed inspectors appointed:	Townships: 0	Cities: 5
No. of noxious weed inspection tours:	Townships: 1	Cities: 1
Acres of wild or cultivated hemp:	Detected: 0	Controlled: 0

Noxious Weed Control and Violation Follow-up – Hours: 40

Was a "General Weed Notice" published?	☒ Yes ☐ No	Cost: $ 162.18	
No. of landowner contacts (personal visit, telephone call, letter or postcard) made for voluntary compliance:	10		
No. of cities with weed and grass control ordinances:	2	No. of notices served under ordinances:	0
No. of "Individual Notices" (Inspector's Notice #1): 2	Served: 1	Appealed: 0	
AnnuNo. served:	Cooperative Weed Control Agreements: N/A	Inspector's Authorization: 1	Statement of Costs: $2,688.76

General Education and Outreach Activity – Hours: 10

Other education & outreach activity

Seed, Fertilizer, and Feed Program Activity – Hours: 8

No. of Seed inspections:	4			
No. of official seed samples obtained:	Total: 16	Legal: 0	Warning: 0	Violation: 0

Pesticide Program Activity – Hours: 35

Did you monitor applicator license tests?	☒ Yes ☐ No	Other pesticide program activities (Specify): Working w/DOT/DNR Controlling Wild Parsnips

Biocontrol Program Activity – Hours: 2

☒ Leafy Spurge x Other (Please list): Collect Leafy Spurge Flea Beetles from DNR

☐ Purple Loosestrife

Comments: _____

Signatures: _____
County Agricultural Inspector

_____
Chairperson, Board of Commissioners (or Authorized Supervisor)

	2022 Nicollet County Expenses For Noxious Weed Control	
	Spraying	Mowing
Equipment	$6,160.00	$14,940.00
Labor	$6,197.32	$7,989.84
Materials	$16,684.87	$0
Grand Total	**$29,042.19**	**$22,929.84**

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Houston Engineering Services Agreement - Records Modernizaiton

Primary Originating Division/Dept.: Public Services

Meeting Date: 03/14/2023

Contact: Jaci Kopet Title: PPSD Director

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: Jaci Kopet Title: PPSD Director

Attachments: ◉ Yes ○ No

County Strategy: (Select One) Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

Attached is an agreement with Houston Engineering for the purpose of the modernization of our drainage records.

The scope of the Drainage Records Modernization Project encompasses the scanning of Nicollet County's historic (paper) drainage records into a digital (PDF) format, naming and cataloging these records, and importing them into Nicollet County's existing DrainageDB account. This project will convert these important records into a sustainable format and improve their accessibility to staff, consultants, and the general public.

This projected was approved to be funded by the American Rescue Plan.

I will be asking the board to consider approving this agreement. Our office would look to start this project as soon as possible, with expected completion by the end of 2023.

Supporting Documents: ◉ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ○ Yes ◉ No

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

Approved by County Attorney's Office: ○ Yes ○ No ◉ N/A

ACTION REQUESTED:

Approval of Agreement

FISCAL IMPACT: Other (Select One)

If "Other", specify:

FUNDING

County Dollars =

Grant (Select One)

Total:

FTE IMPACT: No FTE change (Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

HoustonEngineering Inc.

MAPLE GROVE OFFICE
7550 MERIDIAN CIRCLE NORTH
SUITE 120
P: (763) 493-4522 | F: (763) 493-5572

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: Nicollet County Drainage Records Modernization – County-wide Document Scanning

HOUSTON JOB NO.: 6162-0010 Phase 002 HOUSTON PROJ. MGR.: Chris Otterness

CLIENT/OWNER NAME: Nicollet County

CLIENT/OWNER ADDRESS: 501 South Minnesota Avenue, Saint Peter, MN 56082

CLIENT/OWNER PHONE NO.: 507-934-7204 CLIENT/OWNER CONTACT: Jaci Kopet

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 7th day of February, 20 23, by and between **HOUSTON ENGINEERING, INC.** ("Houston") and Nicollet County ("Client").

Recitals

A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as Nicollet County Drainage Records Modernization County-Wide Document Scanning ("Project").

B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Houston and Client agree as follows:

1. Services. Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.

2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on the 31st day of December, 20 23, unless terminated earlier pursuant to the terms and conditions of this Agreement.

3. Attachments. The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:

- ☒ ATTACHMENT A - SERVICES
- ☒ ATTACHMENT B - GENERAL TERMS AND CONDITIONS
- ☒ ATTACHMENT C - SUPPLEMENTARY CONDITIONS
- ☐ ATTACHMENT D - _____
- ☐ FEE SCHEDULE - DATED 2023.
- ☐ ALTA/NSPS LAND TITLE SURVEY RIDER

4. Compensation.

- $ _____ Lump Sum Fee - Based on the Services defined herein
- $ 72,000.00 Not to Exceed Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule
- $ _____ Percentage of Estimated Construction Cost
- $ _____ Other - _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER	HOUSTON ENGINEERING, INC.
BY: _____	BY: _____
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
TITLE: _____	TITLE: Project Manager

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE ADDRESS ABOVE

HOUSTON engineering, inc.

Maple Grove Office P 763.493.4522 F 763.493.5572

7550 Meridian Circle North, Suite 120 Maple Grove, MN 55369

ATTACHMENT A. PROPOSED SCOPE OF WORK

The scope of the Drainage Records Modernization Project encompasses the scanning of Nicollet County's historic (paper) drainage records into a digital (PDF) format, naming and cataloging these records, and importing them into Nicollet County's existing DrainageDB account. This project will convert these important records into a sustainable format and improve their accessibility to staff, consultants, and the general public.

The cost of scanning a given public drainage system can be highly variable depending on the number of available documents, the number of historic Board actions completed, the existing file organization, and other related factors. To more accurately predict the overall effort required on all of Nicollet County's active public drainage systems, we completed a pilot project by scanning records for a pair of the County's drainage systems (which informed the estimated cost for the remaining systems). The second phase, which is the scope of this proposal, includes scanning the County's remaining systems. The following is a detailed description of each phase:

Phase 1: Pilot Project *(Completed)*

Nicollet County identified two public drainage systems intended to be representative of the majority of the public drainage system documents. One of these (CD 13A) was be an "early" system with a relatively large number of documents, and one (CD 33A) was a "later" system with fewer documents.

Phase 2: Complete Scanning of Historic Drainage Records *(to be completed via a separate contract)*

HEI will scan the historic documents for the remaining 81 public drainage systems. We estimate there are 9 remaining systems with "thick" files and 72 remaining with "thin" files. Each of these files include some large format sheets. This effort will include dissembling staples and other binders, running the sheets through scanning equipment, and then rebinding the paper copies. Scanned files (in .PDF format) will be named and cataloged within an excel spreadsheet, which includes the name, date, and type of document. Once all systems have been scanned and categorized in this manner, the documents will be uploaded en masse into DrainageDB.

Assumptions

The estimated compensation associated with completing the proposed scope of work is based on the following assumptions:

1. Nicollet County staff will deliver the documents at the beginning of the project and retrieve the projects at the end of the project.
2. HEI will not scan any of the discovery documents from the two drainage projects currently under litigation. These will be loaded into DrainageDB at a later date.

Expected Compensation

Compensation for completing the tasks described in the Scope of Work and will be billed on a time and materials basis. The cost will not exceed the amount shown below without approval by Nicollet County.

Phase 1: Pilot Project ..... *Completed*

Phase 2: Complete Scanning of Historical Records ..... $ 72,000

Note: This apportions to a cost of roughly $890 per drainage system.

Attachment C: SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Houston Engineering General Terms and Conditions as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions except as a term may be specifically defined herein.

Section 3: Delete ", and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs"

Section 6: Delete section.

Section 7: Delete section and replace with "With respect to the services provided pursuant to this Agreement, CONTRACTOR shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by CONTRACTOR. Such insurance and required coverage shall be in forms acceptable to COUNTY. The insurance requirements described below shall be maintained uninterrupted for the duration of this Agreement and beyond such term when so required, and shall cover CONTRACTOR, and others for whom and/or to whom CONTRACTOR may be liable, for liabilities in connection with work performed for or on behalf of COUNTY, its agents, representatives, employees or contractors. CONTRACTOR is required to have and keep in force the following minimum insurance coverages or CONTRACTOR's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	REQUIRED INSURANCE COVERAGES	MINIMUM
(1)	**Commercial General Liability (CGL)** General Aggregate Products—Completed Operations Aggregate Personal and Advertising Injury Each Occurrence—Combined Bodily Injury and Property Damage Coverage shall be on an occurrence basis and include contractual liability coverage. Coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent. Explosion, collapse and underground (XCU) coverage shall be included.	 $2,000,000 $2,000,000 $1,500,000 $1,500,000
(2)	**Workers' Compensation and Employer's Liability** Workers' Compensation Employer's Liability: Bodily injury by accident—Each Accident Employer's Liability: Bodily injury by Disease—Policy Limit Employer's Liability: Bodily injury by Disease—Each Employee If CONTRACTOR is based outside the state of Minnesota, coverage must comply with Minnesota law. If CONTRACTOR is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that CONTRACTOR should hire employees or subcontract this work, CONTRACTOR shall obtain the required insurance.	 Statutory $500,000 $500,000 $500,000
(3)	**Professional Liability (PL/E&O)** Per Claim Aggregate The professional liability insurance must be maintained continuously for a period of three (3) years after final acceptance of services or the expiration, cancellation or termination of this Agreement, whichever	 $1,500,000 $2,000,000

	is later. Coverage shall include liability arising from the errors, omissions or acts of CONTRACTOR or any entity for which CONTRACTOR is legally responsible in the providing of services under the Agreement. Throughout the term of the Agreement, the PL/E&O policy shall include full prior acts coverage.	
(4)	**Automobile Liability** CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella insurance. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of CONTRACTOR.	$500,000

B. An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

(1) Scope of services;
(2) Delays in project completion and cost overruns;
(3) Persons or entities authorized to notify the carrier of a claim or potential claim; or
(4) Mold, fungus, asbestos, pollutants or other hazardous substances.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, CONTRACTOR shall promptly submit copies of insurance policies to COUNTY.

CONTRACTOR shall ensure that all of CONTRACTOR's subcontractors (i) independently carry insurance appropriate to cover the subcontractors' exposures and that meet or exceed the Required Insurance Coverages set forth in the table above; (ii) are covered under the CONTRACTOR's policies; or (iii) or both. CONTRACTOR is responsible for monitoring its subcontractors' proof of insurance to ensure compliance with the foregoing obligations. Copies of certificates of insurance shall be maintained by CONTRACTOR and shall be supplied to COUNTY upon request.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Nicollet County as the certificate holder, and as an additional insured for the commercial general liability and the automobile liability coverages required herein. A self-insured retention (SIR) is not acceptable, unless expressly agreed to in writing by COUNTY. The funding of deductibles and self-insured retentions maintained by CONTRACTOR, if allowed by COUNTY, shall be the sole responsibility of CONTRACTOR. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to COUNTY thirty (30) day prior written notice in the event of cancellation/termination of any described policies; however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, CONTRACTOR shall assume such notice obligations. If CONTRACTOR receives notice of cancellation/termination from an insurer, CONTRACTOR shall fax or email a copy of the notice to COUNTY within two (2) business days.

CONTRACTOR shall furnish to COUNTY updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, COUNTY may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

CONTRACTOR's or, as applicable, subcontractor(s)' required insurance shall be primary insurance and any insurance or self-insurance maintained by COUNTY shall be in excess of and non-contributory with CONTRACTOR's insurance. CONTRACTOR waives all rights against COUNTY, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of CONTRACTOR. If necessary, CONTRACTOR agrees to endorse the required insurance policies to permit waivers of subrogation in favor of COUNTY.

If CONTRACTOR's subcontractor(s) independently carries insurance in accordance with the provisions herein, CONTRACTOR shall have a written agreement with its subcontractor(s) to pass-through all of the foregoing insurance obligations.

Section 9: Delete section and replace with "CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of these provisions.

Section 16: Delete the word "North Dakota" wherever it appears and insert the word "Minnesota" in its place. Delete the word "Cass County" wherever it appears and insert the word "Nicollet County" in its place.

Section 17: Delete section and replace with "HEI will have access to data collected or maintained by the County to the extent necessary to perform HEI's obligations under this contract. HEI agrees that, pursuant to Minn. Stat. § 13.05, subd. 11, to maintain all of the data created, collected, received, stored, used, maintained or disseminated in performing this Contract are subject to the requirements of obtained from the County in the same manner as the County is required under the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13 (the "Act"). HEI is required to comply with the requirements of the Act as if it were a government entity. HEI will not release or disclose the contents of data classified as not public to any person except at the written direction of the County. HEI will notify the County of all requests for data that HEI receives. HEI agrees to defend and indemnify the County from any claim, liability, damage or loss asserted against the County as a result of HEI's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, HEI agrees to return data to the County, as requested by the County. The obligations of this section of the Contract, including the obligation to defend and indemnify the County, shall survive the termination of this Contract and shall continue so long as the data exists.

HEI's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. HEI agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period."

Add the following Section:
Section 21: Duty to Notify: CONTRACTOR shall promptly notify COUNTY of any demand, claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement. CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a demand, claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Proclamation of March as Women's History Month

Primary Originating Division/Dept.: County Attorney

Contact: Michelle Zehnder Fischer Title: County Attorney

Amount of Time Requested: 5 minutes

Presenter: Michelle Zehnder Fischer Title: County Attorney

Meeting Date: 03/14/2023

Item Type: (Select One) Regular Agenda

Attachments: (•) Yes ( ) No

County Strategy: (Select One) Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

March is nationally designated as Women's History Month. The Women Celebrating Women Committee asks the Nicollet County Board of Commissioners to designate March as Women's History Month in Nicollet County.

A proclamation has been prepared for your consideration.

The Women Celebrating Women Committee recognizes Women's History Month with celebration. This year, it is scheduled for March 28, 2023. In past years, Nicollet County has sponsored a table at the event. The table sponsor fee is $275. In the past, the County has made a $200 contribution to the event.

Supporting Documents: (•) Attached ( ) In Signature Folder ( ) None

Prior Board Action Taken on this Agenda Item: ( ) Yes (•) No

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

Approved by County Attorney's Office: (•) Yes ( ) No ( ) N/A

ACTION REQUESTED:

Issue the proclamation declaring March as Women's History Month and sponsoring a table at the event in the amount of $200.

FISCAL IMPACT: Included in current budget
(Select One)

If "Other", specify:

FUNDING
County Dollars = $200

State
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

NICOLLET
EST. COUNTY 1853

Proclamation

WHEREAS: During Women's History Month, we celebrate the many accomplishments of the women of Nicollet County; and,

WHEREAS: The theme for the 2023 Women's History Month celebration is "Women Who Tell our Stories"; and

WHEREAS: The March 28th, 2023 Women Celebrating Women event will recognize a local woman who has persisted in telling the stories of women;

NOW, THEREFORE BE IT PROCLAIMED by the Nicollet County Board of Commissioners that the month of March 2023 be designated to celebrate the accomplishments of all women and hereby proclaimed as

WOMEN'S HISTORY MONTH IN NICOLLET COUNTY

Dated this 14th day of March, 2023

Jack Kolars, Board Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

FEBRUARY 28, 2023
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, February 28, 2023 after the adjournment of the regular Board of Commissioners meeting. Commissioners Jack Kolars, Terry Morrow, Marie Dranttel, Mark Dehen, and Kurt Zins were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

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

Consent Agenda

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

1. February 14, 2023 Regular Drainage Minutes
2. February 16, 2023 62A Special Closed Drainage Minutes
3. February 16, 2023 86A Special Drainage Minutes

Motion carried with all voting in favor.

Public Appearances

There were no public appearances.

Adjourn

Chair Kolars adjourned the meeting at 10:38 a.m.

_____

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

_____

MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Drainage Authority Meeting Agenda Item

Agenda Item:
Continued CD79 Public Hearing on the Final Acceptance of the Improvement Project

Primary Originating Division/Dept.: Public Services	Meeting Date: 03/14/2023
Contact: Jaci Kopet Title: PPSP Director	Item Type: (Select One) Regular Agenda
Amount of Time Requested 20 minutes	
Presenter: Jaci Kopet Title: PPSD Directdor	Attachments: ◉ Yes ○ No

County Strategy: (Select One) Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

This is a continued public hearing for the improvement project to CD79 at 10:00 am for the Final Acceptance of the improvement project and levy hearing for CD79. Attached is the Final Acceptance report form ISG.

At the last public hearing on July 26, 2022, Chuck Brandel of ISG submitted a memo addressing ISG's position regarding the berm and re-grading request but offered to pay for the grading costs and stated that seeding should be a ditch system cost. ISG obtained quotes from local contractors and the work was completed in August of 2022. The site was checked for seeding establishment in October of 2022 and found to be in compliance with the 70% establishment requirement in the specifications.
ISG recommends accepting the project and closing out the Molnau Trucking contract as recommended at the February 8, 2022

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 $244,293.11 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)

Total

FTE IMPACT: No FTE change (Select One)

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

JANUARY 25, 2023

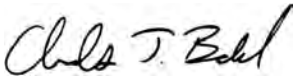
Jaci Kopet
Property & Public Services Director
Nicollet County Government Center
501 South Minnesota Avenue
St. Peter, MN 56082

RE: NICOLLET COUNTY DITCH NO. 79 -CLOSEOUT

A Final Acceptance Hearing was held on February 8, 2022 at the Nicollet County Government Center. During the public comment portion of the meeting, Mr. Cordes expressed that he felt his yard was not draining properly and asked that the berm be removed. After some discussion the Board of Commissioners voted to continue the Final Acceptance Hearing and directed ISG to put together a response addressing how Mr. Cordes' concerns should be addressed and paid for. There were additional hearings on June 28, 2022 and July 12, 2022. On July 26, 2022, Chuck Brandel of ISG submitted a memo addressing ISG's position regarding the berm and re-grading request but offered to pay for the grading costs and stated that seeding should be a ditch system cost. ISG obtained quotes from local contractors and the work was completed in August of 2022. The site was checked for seeding establishment in October of 2022 and found to be in compliance with the 70% establishment requirement in the specifications.

ISG recommends accepting the project and closing out the Molnau Trucking contract as recommended at the February 8, 2022 hearing.

Sincerely,



Chuck Brandel, PE
Vice President
Chuck.brandel@ISGInc.com

FINAL ACCEPTANCE REPORT
Nicollet County Ditch No. 79
18670
January 2023

REPORT FOR:
Jaci Kopet
Drainage Authority
Nicollet County
501 S Minnesota Avenue
St. Peter, MN, 56082
507.934.7806
jaci.kopet@co.nicollet.mn.us

FROM:
Chuck Brandel, PE
Senior Civil Engineer
ISG
115 E Hickory Street, Suite 300
Mankato, MN 56001
507.387.6651
chuck.brandel@isginc.com

ISG

ARCHITECTURE + ENGINEERING + ENVIRONMENTAL + PLANNING

December 7, 2021

Jaci Kopet
Nicollet County Drainage Authority
501 S Minnesota Ave
St. Peter, MN 56082

Re: CD 79

Mrs. Kopet,

The repairs to Nicollet County Ditch 79 have been fully completed. The contractor Molnau Trucking LLC from Norwood, MN has completed 100% of the project including establishment of vegetation in disturbed areas.

The cost estimate for construction, including contingency, from the Final Engineering Report was $73,000.77. The original contract price based on engineer's estimated quantities was $77,885.81 however there were some cost savings during construction including the narrowing of the private driveway crossing. The total cost of completed work is $73,974.65.

The work was not complete by the November 13, 2021 Substantial Completion deadline as required in the Agreement Form, Section 00 5200 of the contract. Per Article 4.03 of the Agreement Form - Liquidated Damages of the contract, the contractor shall pay owner $400 for each day that expires after the substantial completion deadline. Final grading and seeding was completed on December 18, 2020 which was 35 days after the substantial completion date. Molnau Trucking has signed and agreed to Change Order 1 which deducts $14,000 in liquidated damages from final payment.

To date, the contractor has been paid $53,797.35, with the $14,000.00 in liquidated damages there is an unpaid balance of $6,177.30 left to pay on retainage and releasing temporary deductions for vegetation establishment. The As-built Drawings, total completed quantities, and final Pay Request No. 2 are enclosed.

We recommend payment and final acceptance of this project at this time.

Please feel free to contact us with any questions.

Sincerely,

Chuck Brandel, P.E.

Enclosure
Attachment

Cc: – Ryan Molnau Trucking LLC

APPENDIX A:
As-Built Plans

NICOLLET COUNTY
COUNTY DITCH No. 79
FINAL AS-BUILT PLANS

COURTLAND TWP, MN

ISG PROJECT # 15-18670

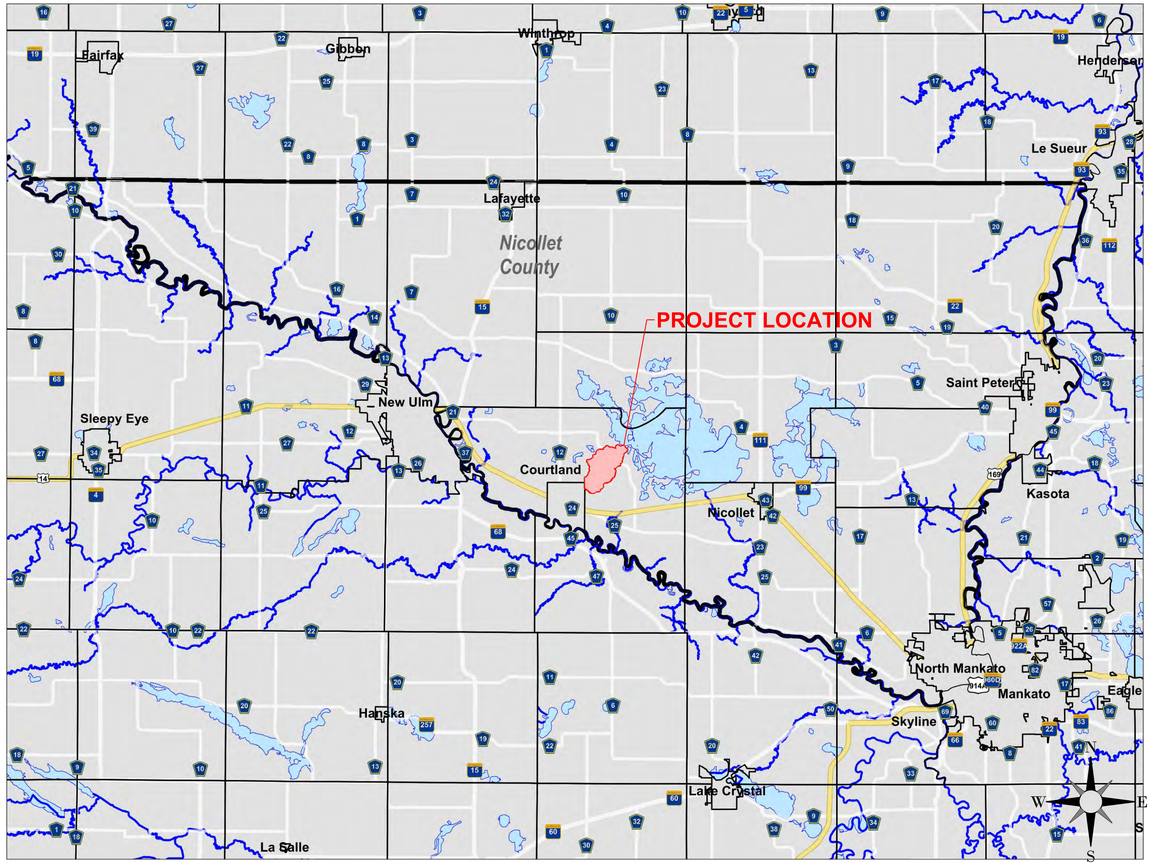
LEGEND

EXISTING

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

PROPOSED

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



LOCATION MAP

SHEET INDEX

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

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

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

CHARLES J. BRANDEL

DATE 1/3/2023 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
07/31/2020	PLAN UPDATE #1	SMW

AS-BUILT 1/3/2023

PROJECT NO.	15-18670
CAD FILE NAME	18670 TITLE AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

TITLE

TITLE

SHEET

1 OF 8

PROJECT INDEX:

OWNER:

NICOLLET COUNTY DRAINAGE ATHORITY
501 S. MINNESOTA AVE
ST. PETER, MN 56082
PH: 507-934-7800

PROJECT ADDRESS / LOCATION:

SECTIONS 4, 27, 28, 33, 34
COURTLAND EAST TWP
NICOLLET COUNTY, MINNESOTA

MANAGING OFFICE:

MANKATO OFFICE
115 E HICKORY STREET
SUITE 300
MANKATO, MN 56001
PHONE: 507.387.6651
FAX: 507.387.3583

PROJECT MANAGER: CHUCK BRANDEL
EMAIL: CHUCK.BRANDEL@ISGINC.COM

SPECIFICATIONS REFERENCE

ALL CONSTRUCTION SHALL COMPLY WITH NICOLLET COUNTY REQUIREMENTS AND MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2016 EDITION, AND THE STANDARD SPECIFICATIONS FOR SANITARY SEWER, STORM DRAIN AND WATERMAIN AS PROPOSED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA 2013, UNLESS DIRECTED OTHERWISE.

PROJECT DATUM

HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT (NAD83(2011)) ON THE NICOLLET COUNTY COORDINATE SYSTEM, IN U.S. SURVEY FEET.
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=1005.53
3.5 MILES NORTHWEST OF COURTLAND
83 FEET NORTHEAST OF COUNTY ROAD 21
3.0 FEET NORTHEAST OF WITNESS POST

TOPOGRAPHIC SURVEY

THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED ON JANUARY 2015 & FEBRUARY / APRIL 2017 BY ISG.

GENERAL OPEN DITCH NOTES:

1. DURING CONSTRUCTION, CONTRACTOR SHALL MAINTAIN A DRAINAGE OUTLET FOR THE ENTIRE NICOLLET COUNTY DITCH No. 79 PROJECT AREA.

2. ALL PIPE DIMENSIONS REFERENCED IN THE PLANS REFER TO THE INSIDE DIAMETER.

3. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITY TO WITHIN A 33-FOOT WIDE AREA ALONG TOP OF DITCH ALIGNMENTS. DISTURBANCE THROUGH ROAD CROSSINGS, ROAD DITCHES, AND GRASS BUFFERS SHALL BE LIMITED TO THE TRENCH WIDTH NECESSARY FOR SAFE CONSTRUCTION PRACTICES.

4. A 16.5-FOOT GRASS STRIP SHALL BE ESTABLISHED IN AREAS THAT DO NOT HAVE AN EXISTING 16.5-FOOT GRASS STRIP. SEEDING SHALL OCCUR AFTER ALL WORK HAS BEEN COMPLETED IN THE AREA AND SHALL COMPLY WITH THE CONTRACT DOCUMENTS. THESE AREAS WILL BE DETERMINED BY THE ENGINEER.

5. DITCH CLEANING SHALL BE PERFORMED ON THE SIDE OF THE DITCH THAT IS THE LOWEST FOR THE GREATEST DISTANCE ALONG THE OPEN DITCH SEGMENT. DITCH CLEANING SPOILS SHALL BE PLACED WITHIN 16.5-FOOT WIDE GRASS STRIP FROM THE TOP OF DITCH SLOPE UNLESS OTHERWISE DETERMINED BY THE ENGINEER.

6. TOPSOIL IN SPOIL AREAS AS SPECIFIED ON PLANS SHALL BE STRIPPED PRIOR TO SPOIL PLACEMENT.

7. SHAPING AROUND SIDE INLETS, WASCOBs, AND CULVERT INLETS SHALL BE INCIDENTAL TO THEIR RESPECTIVE PAY ITEMS.

8. ALL SPOIL LEVELING, GRADING, AND RESTORATION OF DISTURBED AREAS SHALL BE IN ACCORDANCE TO THE CONTRACT DOCUMENTS AND SHALL BE INCIDENTAL TO THE WORK PERFORMED.

9. ALL EXISTING TILE OUTLETS INTO THE OPEN DITCH, INCLUDING ANY NOT SHOWN ON THE PLANS, SHALL BE REPAIRED. UNLESS SPECIFICALLY NOTED, HDPE OR PVC SHALL BE ACCEPTABLE MATERIAL FOR ALL TILE REPAIRS (SEE DETAILS).

10. EXISTING TILE OUTLETS MAY BE SALVAGED, REUSED, AND PROTECTED WITH RIPRAP IF THE OUTLET IS DETERMINED TO BE IN GOOD CONDITION BY THE ENGINEER. TILE REPAIR AT THESE LOCATIONS SHALL BE PAID FOR AS PAY ITEM "ARMOR TILE OUTLET" (SEE DETAILS).

9. ALL ROAD CROSSING REPAIRS SHALL BE CONSTRUCTED WITH CLASS III RCP ONLY, UNLESS OTHERWISE SPECIFIED ON PLANS OR APPROVED BY THE ENGINEER. TIE ALL PIPE SECTIONS UNDER ROAD CROSSINGS (INCIDENTAL).

10. CONTRACTOR MUST NOTIFY ENGINEER OF ANY CULVERT SECTIONS DEEMED NOT SALVAGEABLE PRIOR TO REMOVAL AND SHALL BE ADDRESSED BEFORE CULVERT WORK IS DONE.

11. MISCELLANEOUS TREE CLEARING SHALL BE INCIDENTAL TO DITCH CLEANING PAY ITEM(S).

12. TREE CLEARING AND HEAVY VEGETATION REMOVAL IS REQUIRED ON DITCH SIDE SLOPES AND WITHIN THE 1-ROD BUFFER AND WILL BE PAID FOR AS PER LINEAR FOOT. APPROXIMATE LOCATIONS ARE INCLUDED ON THE MAP FOR REFERENCE. TREES SHALL BE CLEARED AND GRUBBED AND SPRAY THE AREA AROUND TREE AFTER COMPLETE.

13. CONTRACTOR SHALL NOT PLACE AND/ OR EXCAVATE ANY MATERIAL FROM THE WETLAND AREA. ALL CONSTRUCTION ACTIVITY MUST STAY OUTSIDE OF THE WETLAND BOUNDARY FOR THE CONSTRUCTION OF THE NEW DITCH ALIGNMENT.

14. ACCESS FOR THE PROJECT IS ONLY AUTHORIZED ALONG THE OPEN DITCH ALIGNMENT. ACCESS FROM PRIVATE ROADS ONLY WITH LANDOWNER CONSENT.

15. CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE MNDNR PERMIT AS PROVIDED IN TEH SPECIFICATIONS

FINAL PROJECT QUANTITIES

Item Code	Item	Unit	Estimated Quantity
2021.501	MOBILIZATION	LS	1
2104.501	REMOVE CMP CULVERT	EA	3
2105.602	AGGREGATE BASE (CV) (P), CLASS V	CY	30
2105.602	OPEN CUT & RESTORE GRAVEL ROAD OR DRIVEWAY	EA	1
2105.602	OPEN CUT & RESTORE FIELD CROSSING	EA	1
2105.603	DITCH CLEANING (12' WIDE DITCH BOTTOM)	LF	755
2106.501	CONSTRUCT DITCH (P) (EV)	CY	655
2106.501	TOP SOIL STRIP & PLACE SPOILS	AC	0.5
2501.511	60-INCH CLASS III RCP PIPE	LF	20
2501.511	54-INCH CLASS III RCP PIPE	LF	48
2501.515	60-INCH RCP APRON	EA	2
2501.515	54-INCH RCP APRON	EA	2
2511.501	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	100
2573.502	INSTALL FLOATING SILT CURTAIN	LF	40
2575.523	MnDOT CATEGORY 3 EROSION CONTROL BLANKET	SY	257.86
2575.501	16.5' BUFFER STRIP SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	1.99
2575.501	STANDARD SIDESLOPE SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 8 MULCH)	AC	0.32
2575.541	BUFFER STRIP MOWING	AC	0
2575.545	WEED SPRAYING	AC	0

ISG

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CHARLES J. BRANDEL

DATE 1/3/2023 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
07/31/2020	PLAN UPDATE #1	SMW

AS-BUILT 1/3/2023

PROJECT NO.	15-18670
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DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

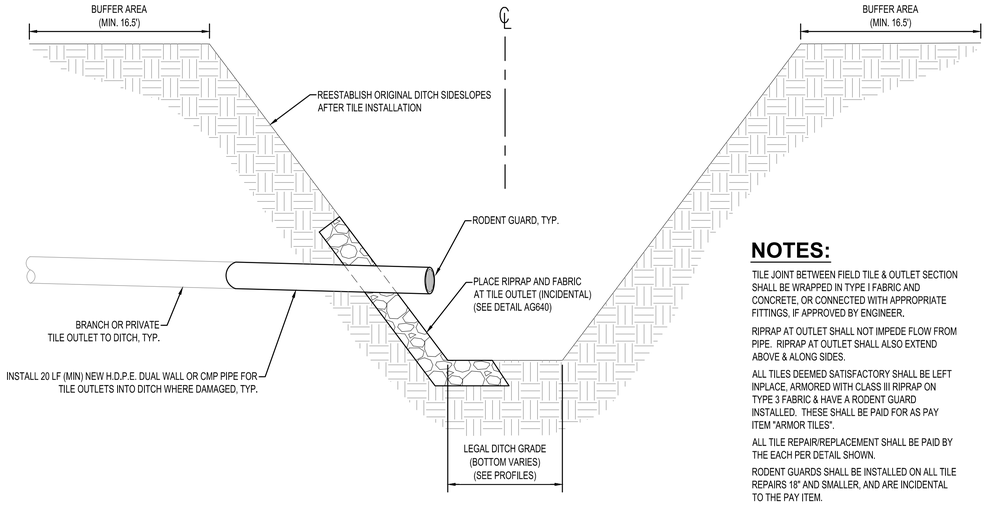
TITLE

NOTES & QUANTITIES

SHEET

2 OF 8

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



NOTES:

TILE JOINT BETWEEN FIELD TILE & OUTLET SECTION SHALL BE WRAPPED IN TYPE I FABRIC AND CONCRETE, OR CONNECTED WITH APPROPRIATE FITTINGS, IF APPROVED BY ENGINEER.

RIPRAP AT OUTLET SHALL NOT IMPEDE FLOW FROM PIPE. RIPRAP AT OUTLET SHALL ALSO EXTEND ABOVE & ALONG SIDES.

ALL TILES DEEMED SATISFACTORY SHALL BE LEFT INPLACE, ARMORED WITH CLASS III RIPRAP ON TYPE 3 FABRIC & HAVE A RODENT GUARD INSTALLED. THESE SHALL BE PAID FOR AS PAY ITEM "ARMOR TILES".

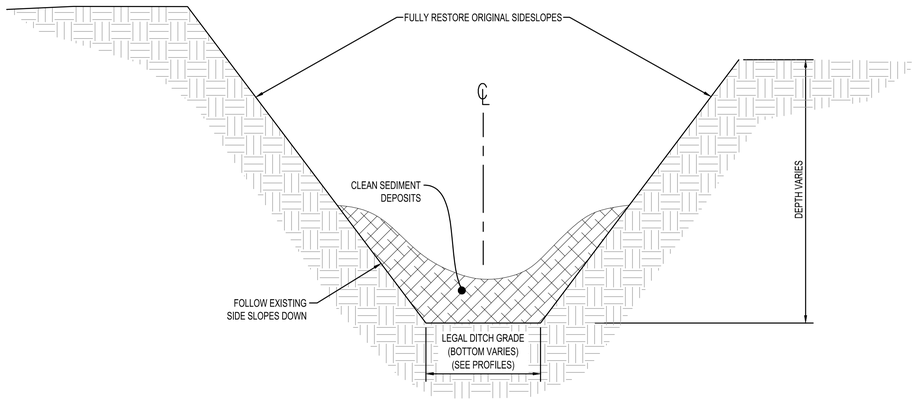
ALL TILE REPAIR/REPLACEMENT SHALL BE PAID BY THE EACH PER DETAIL SHOWN.

RODENT GUARDS SHALL BE INSTALLED ON ALL TILE REPAIRS 18" AND SMALLER, AND ARE INCIDENTAL TO THE PAY ITEM.

ALL FITTINGS TO CONNECT EXISTING TILE SHALL BE INCIDENTAL TO TILE OUTLET REPAIR.

TYPICAL TILE OUTLET REPAIR

NTS AG450



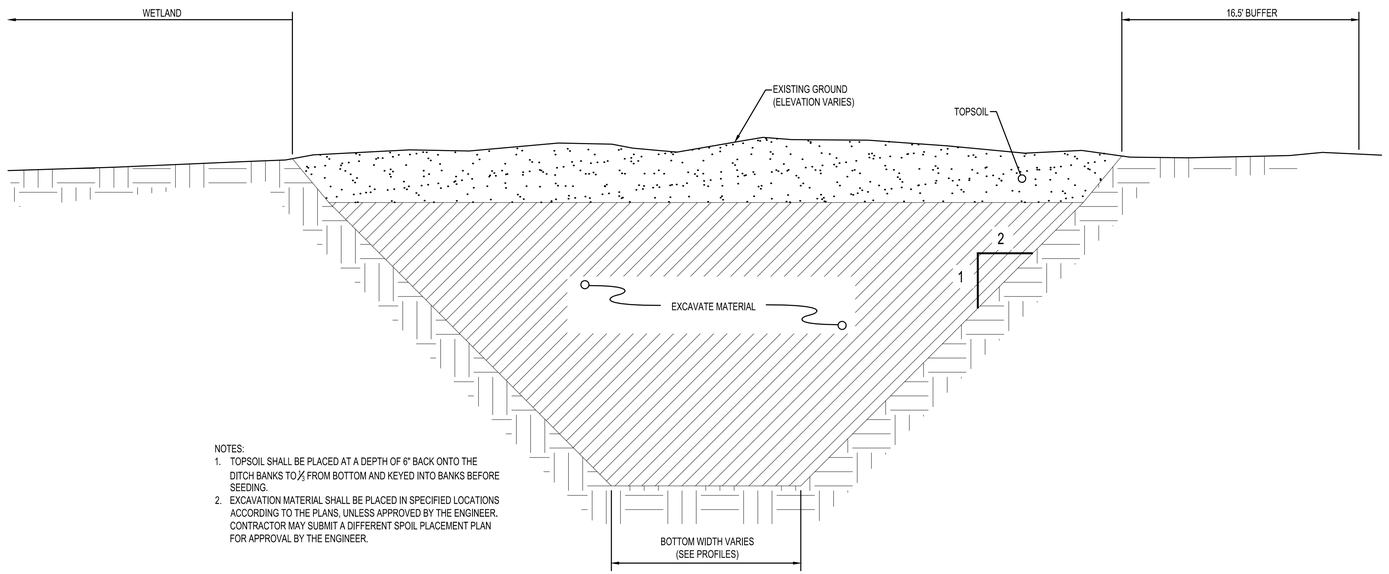
NOTES:

BOTTOM ⅓ NEED NOT BE RESEEDED.

ONLY CLEAN TO LEGAL DITCH BOTTOM. ENTIRE DITCH BOTTOM NEED NOT BE CLEANED UNLESS SPECIFIED.

TYPICAL DITCH CLEANING

NTS AG420



NOTES:
1. TOPSOIL SHALL BE PLACED AT A DEPTH OF 6" BACK ONTO THE DITCH BANKS TO ⅓ FROM BOTTOM AND KEYED INTO BANKS BEFORE SEEDING.
2. EXCAVATION MATERIAL SHALL BE PLACED IN SPECIFIED LOCATIONS ACCORDING TO THE PLANS, UNLESS APPROVED BY THE ENGINEER. CONTRACTOR MAY SUBMIT A DIFFERENT SPOIL PLACEMENT PLAN FOR APPROVAL BY THE ENGINEER.

TYPICAL OPEN DITCH CONSTRUCTION

NTS AG450

ISG

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

CHARLES J. BRANDEL

Charles J. Brandel

DATE 1/3/2023 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

AS-BUILT 1/3/2023

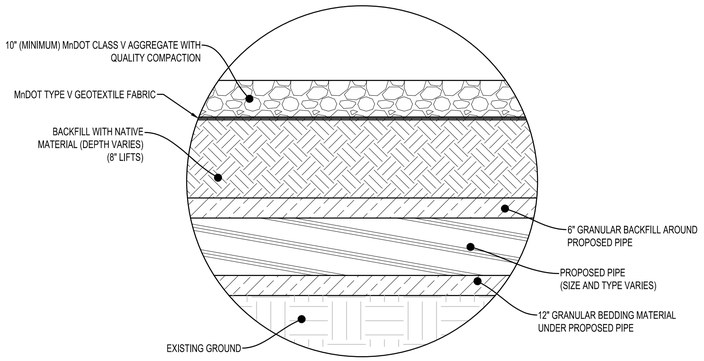
PROJECT NO.	15-18670
CAD FILE NAME	18670 DETAILS AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

TITLE

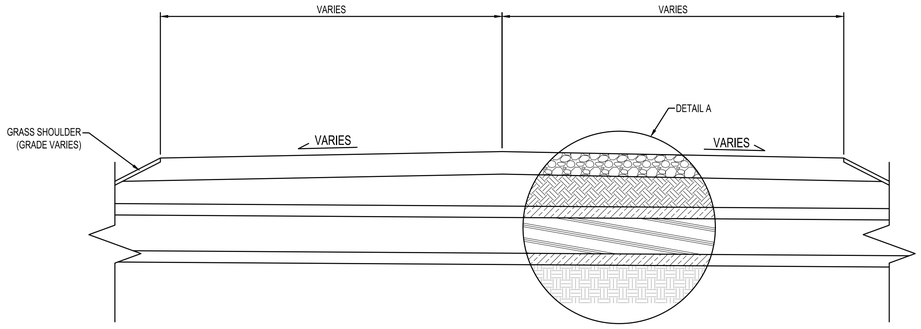
DETAILS

SHEET

3 OF 8



DETAIL A



SECTION

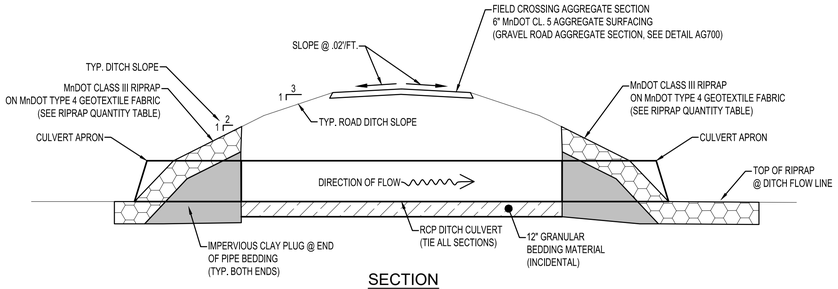
NOTES:

SALVAGE & REPLACE EXISTING CROSSING SURFACE MATERIAL. ADDITIONAL CLASS V AGGREGATE MAY BE NEEDED TO MEET MINIMUM 10" DEPTH.

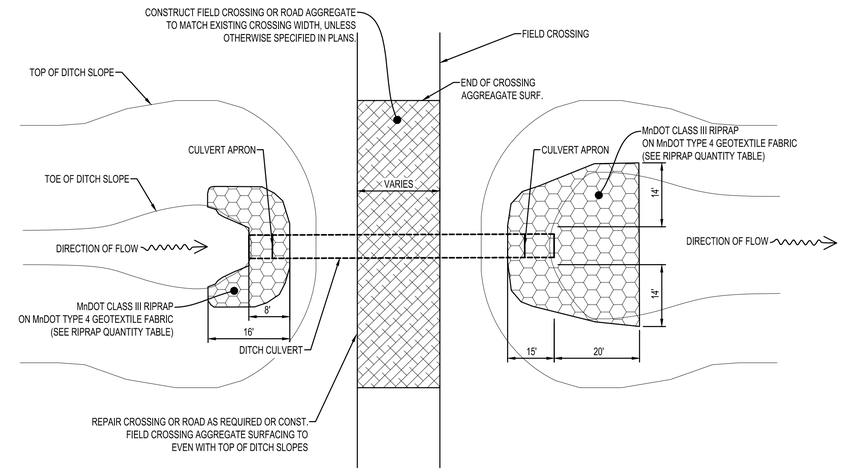
SEED DISTURBED GRASS SHOULDER WITH MnDOT 25-142 WITH MnDOT CATEGORY 3 EROSION CONTROL BLANKET.

CONTRACTOR IS RESPONSIBLE TO MAINTAIN THE DISTURBED ROADS UNTIL THE PROJECT IS COMPLETED OR ROAD AUTHORITY HAS RESUMED CONTROL; WHICHEVER IS SOONER.

TYPICAL ROADWAY SECTION
NTS AG700



SECTION
NTS



PLAN
NTS

RIPRAP QUANTITY	
EQUIVALENT SIZE	UPSTREAM - DOWNSTREAM
<48"	10 CY - 20 CY

NOTES:

OPEN DITCH CULVERTS MUST BE WATERTIGHT, GASKETED, AND TONGUE AND GROOVE DESIGN CONFORMING TO MnDOT 3006F.

SEE TYPICAL ROAD SECTION DETAIL AG700.

TIE ALL RCP PIPE SECTIONS (INCIDENTAL TO CROSSING).

RIPRAP QUANTITIES ESTIMATED (AS SHOWN IN TABLE). ADDITIONAL QUANTITY MAY BE REQUIRED BY ENGINEER AND/OR SHOWN ON PLANS. ALL RIPRAP QUANTITIES SHALL BE PAID BY CY INSTALLED.

ADDITIONAL RIPRAP NEEDED FOR CULVERTS LARGER THAN 48". REFER TO SCHEDULE FOR DIMENSIONS.

12" GRANULAR BEDDING IS INCIDENTAL TO ALL CULVERT INSTALLATIONS

CLAY PLUG SHALL BE AS THICK AS THE CULVERT APRON IS LONG.

TOPSOIL SHALL BE PLACED ON THE DITCH SLOPES TO ENSURE PROPER VEGETATION ESTABLISHMENT

TYPICAL FIELD OR ROAD CROSSING
NTS AG710

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CHARLES J. BRANDEL

DATE 1/3/2023 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

AS-BUILT 1/3/2023

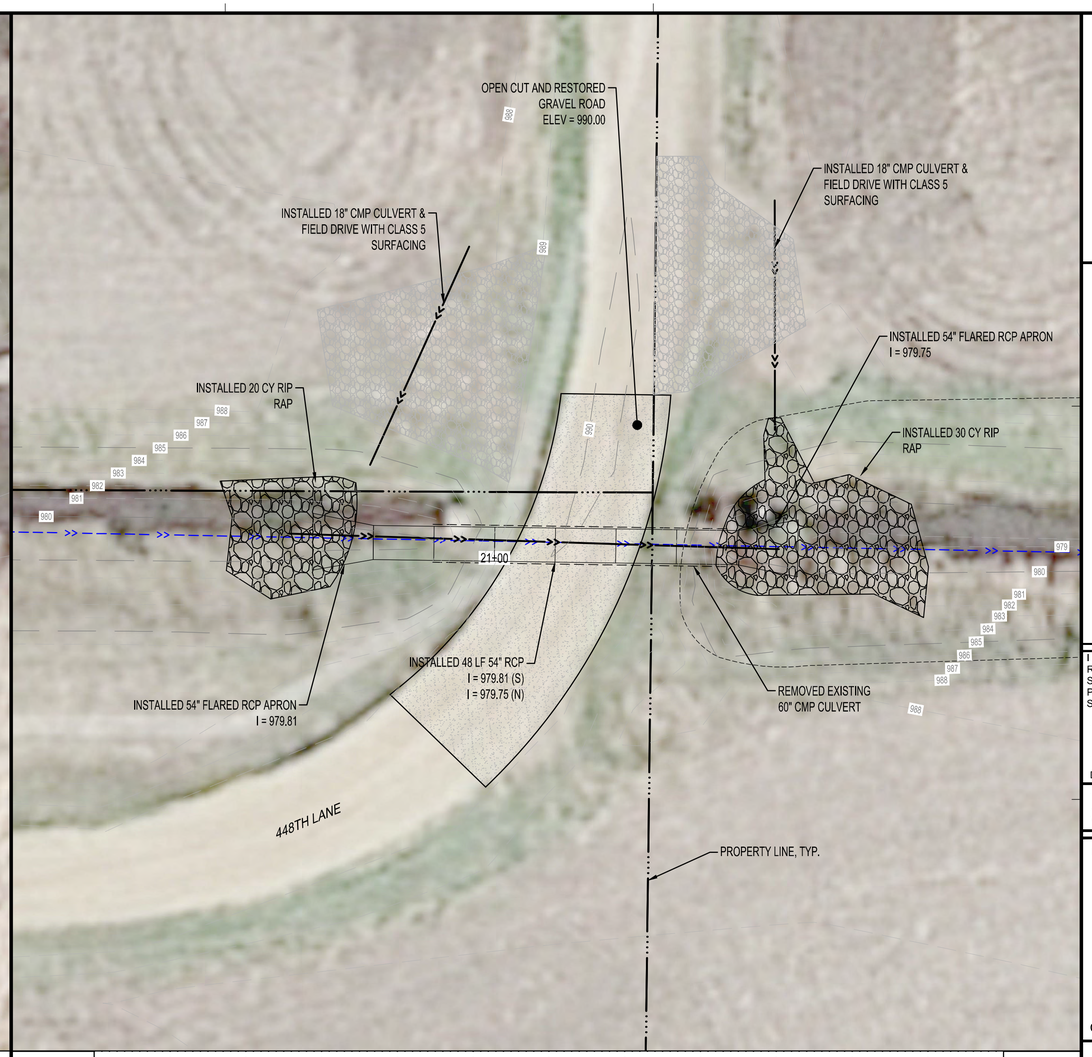
PROJECT NO.	15-18670
CAD FILE NAME	18670 DETAILS AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

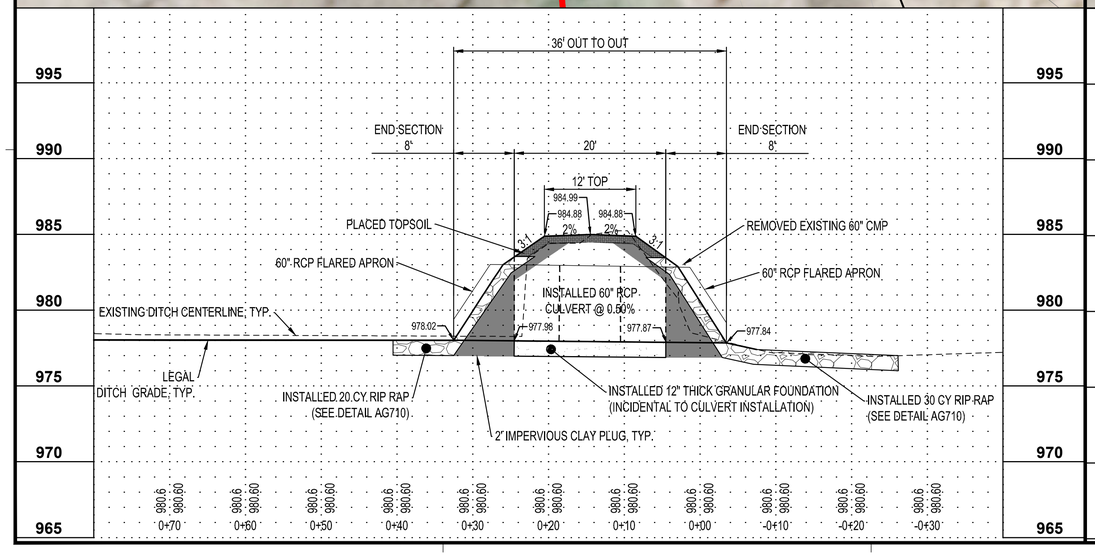
TITLE

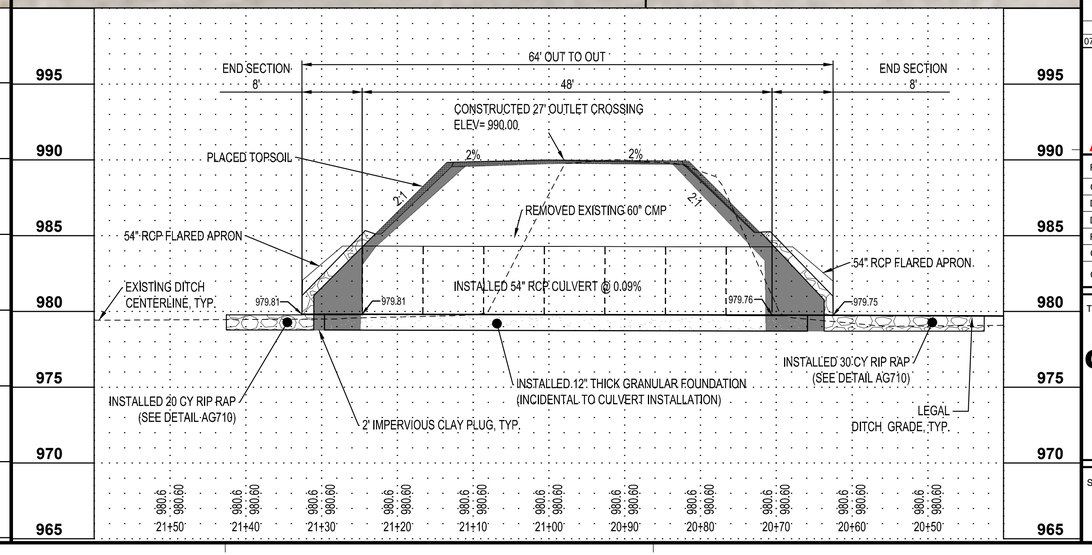
DETAILS

SHEET

4 OF 8







ISG

N

0 10 20
SCALE IN FEET

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CHARLES J. BRANDEL

DATE 1/3/2023 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
07/31/2020	PLAN UPDATE #1	SMW

AS-BUILT 1/3/2023

PROJECT NO.	15-18670
CAD FILE NAME	18670 CULVERT DETAILS AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

TITLE

CULVERT CROSSING DETAILS

SHEET

5 OF 8

Culvert Replacement										
Branch	Station	Size and Material	Length (LF)	Slope (%)	Invert (Upstream)	Invert (Downstream)	Crossing Type	Seed Area (SY)	Rip Rap (CY)	Aprons
Main	0+20	60" RCP	20	0.45	978.02	977.84	Field	500	50	2 - 60" Flared RCP
Main	21+00	54" RCP	48	0.10	979.81	979.75	448th Ln.	300	50	2 - 54" Flared RCP

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CHARLES J. BRANDEL

DATE 1/3/2023 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
07/31/2020	PLAN UPDATE #1	SMW

AS-BUILT 1/3/2023

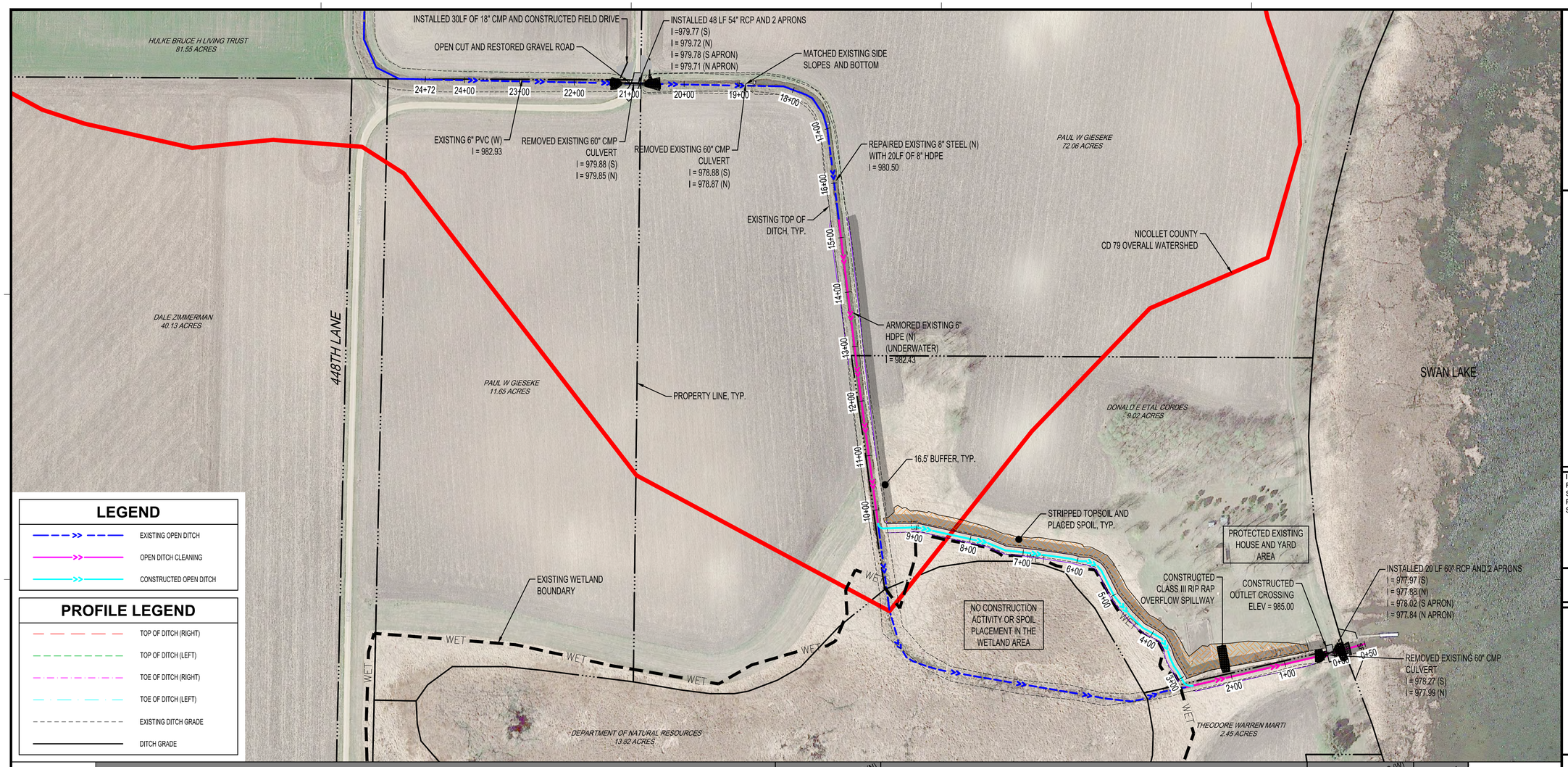
PROJECT NO.	15-18670
CAD FILE NAME	18670 TITLE AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

TITLE

OVERALL WATERSHED

SHEET

6 OF 8

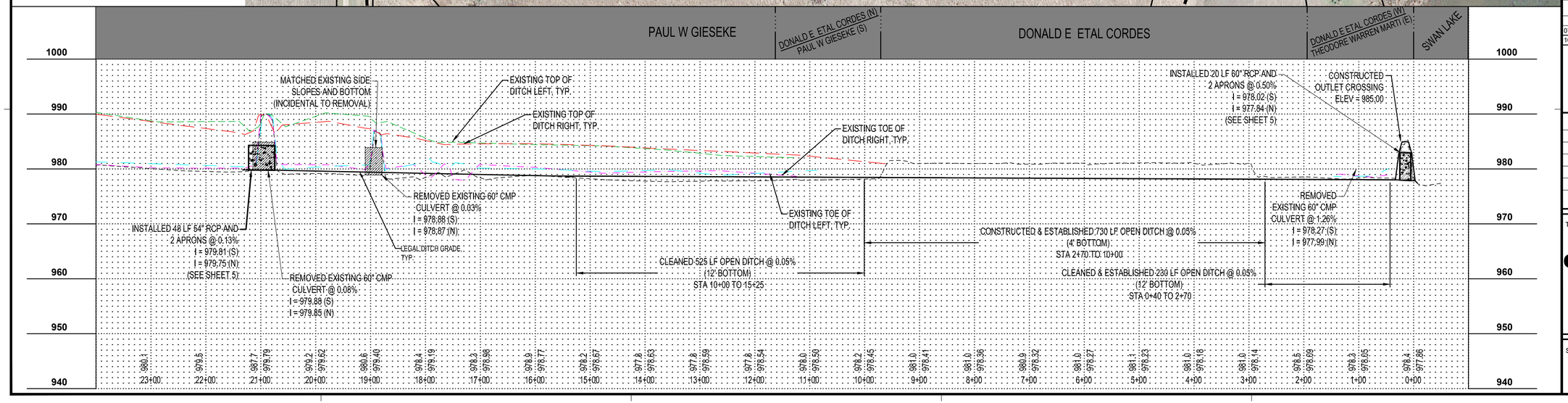


LEGEND

- EXISTING OPEN DITCH
- OPEN DITCH CLEANING
- CONSTRUCTED OPEN DITCH

PROFILE LEGEND

- TOP OF DITCH (RIGHT)
- TOP OF DITCH (LEFT)
- TOE OF DITCH (RIGHT)
- TOE OF DITCH (LEFT)
- EXISTING DITCH GRADE
- DITCH GRADE



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CHARLES J. BRANDEL

DATE 1/3/2023 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
07/31/2020	PLAN UPDATE #1	SMW
10/02/2020	PLAN UPDATE #2	SMW

AS-BUILT 1/3/2023

PROJECT NO.	15-18670
CAD FILE NAME	18670 PROFILES AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

TITLE

OPEN DITCH PLAN & PROFILE

SHEET

7

OF 8

EARTHWORK WAS PAID FOR AS COMMON EXCAVATION BY CUBIC YARDS
(TOTAL = 230 CY)

ANY AND ALL DISTURBED AREAS WERE SEEDED WITH MnDOT 25-142 SEED MIX WITH TYPE 3 MULCH
(TOTAL = 0.75 AC)

SWAN LAKE

EXISTING 60" RCP

PROPERTY LINE (TYP)

TC 91

BERM REMOVAL AREA (CUT)

GRADED CONTOUR (TYP)

EXISTING CONTOUR (TYP)

LEVELING AREA (FILL)

PROTECTED EXISTING TREELINE

EXISTING TOP OF DITCH

CD 79 MAINLINE OPEN DITCH

THEODORE WARREN MARTI
2.45 AC

PROTECTED EXISTING RIPRAP OVERFLOW

DONALD E ETAL CORDES
9.02 AC

SOUTHERN BERM REMOVAL AREA (CUT)
(LEVEL AREA TO ELEVATION = 982.0)

SEEDED EXISTING SWALE & GRADING AREA WHERE DISTURBED W/ SPECIFIED MIX

PROTECTED EXISTING BRIDGE

N

0 20 40

SCALE IN FEET

ISG

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CHARLES J. BRANDEL

DATE 1/3/2023 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

AS-BUILT 1/3/2023

PROJECT NO.	15-18670
FILE NAME	18670 BERM REMOVAL PRO AB
DRAWN BY	JJM
DESIGNED BY	CJB
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

CORDES GRADING PLAN

SHEET

8

OF 8

APPENDIX B:
Damages

Nicollet County Ditch No. 79

Approximate Easement Summary

December 2020

	40 Description	40 Owner	Approximate Station Range	Improvement Description	Permanent Damages (Acres)	Temporary Easement (Acres)	Crop	PIN
Mainline Open Ditch	PT OF GL 4 TOTAL ACRES 2.18	Marti Theodore Revocable Trust	0+11 - 2+88	60" Culvert Replacement & Open Ditch Cleaning	0.01	0.02	N/A	1127400009
	BEG 500' E & 1710' N OF S 1/4 COR; NE ALONG DITCH C.L. 430'; NE 570'; NW ALONG DITCH C.L. 300'+; W ALONG SLY WATER EDGE 530'+; S 840' TO BEG (SUBJECT TO LAKE) = 8.00 ACRES	Cordes, Randy D.	0+11 - 12+83	60" Culvert Replacment, Open Ditch Establishment & Cleaning	0.34	1.50	N/A	1127400010
	GL 3 ACRES 53.10; GL 4 "EX 80' X 150'" & "EX 2.18 AC" & "EX 8.00 AC" = 15.05 ACRES	Gieseke, Paul W & Sandra J Gieseke	9+67 - 20+79	Open Ditch Establishment & Cleaning, Culvert Replacement	0.01	0.87	N/A	1127300004
	448th Lane Crossing							
	PT OF GL 5 & 6 PARCEL B ACRES 11.08	Gieseke, Paul W & Sandra J Gieseke	20+79 - 21+35	54" Culvert Replacement	0.00	0.03	N/A	1127400004
	S 1/2 OF SW 1/4 ACRES 80.00	Hulke Bruce H Living Trust	20+92 - 21+61	54" Culvert Replacement	0.00	0.07	N/A	1127300002
				Total	**0.36**	**2.49**		

APPENDIX C:
Final Pay Request

ISG	Contractor's Application for Payment No.	2
	Application Period: 1/8/2021 - 9/16/2021	Application Date: 9/16/2021
To (Owner): Nicollet County Drainage Authority 501 S. Minnesota Avenue St. Peter, MN 56082	From (Contractor): Molnau Trucking LLC 13050 Stewart Ave Norwood, MN 55368	Via (Engineer): ISG Chuck Brandel 115 E Hickory St. Suite 300 Mankato, MN 56001
Project: Nicollet County Ditch No. 79	Contract:	
Owner's Contract No.	Contractor's Project No.	Engineer's Project No. 18670

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		-$14,000.00
TOTALS		-$14,000.00
NET CHANGE BY CHANGE ORDERS	-$14,000.00	

1. ORIGINAL CONTRACT PRICE		$ 77,858.50
2. Net change by Change Orders		$ (14,000.00)
3. Current Contract Price (Line 1 ± 2)		$ 63,858.50
4. Completed Bid Items (Column J total on Completed Items)		$ 73,974.65
5. Completed Change Order Items (Column K total on Change Order Items)		$ (14,000.00)
6. Temporary Withholdings (Column L on Temporary Withholdings)		$ -
7. Stored Materials (Column L total on Stored Materials)		$ -
8. TOTAL COMPLETED AND STORED TO DATE LESS TEMPORARY WITHHOLDINGS		$ 59,974.65
9. RETAINAGE:		
a. X $ 59,974.65 Work Completed (Line 4+5+6)		$ -
b. X $ - Stored Material (Line 7)		$ -
c. Total Retainage (Line 5.a + Line 5.b)		$ -
10. AMOUNT ELIGIBLE TO DATE (Line 8 - Line 9.c)		$ 59,974.65
11. LESS PREVIOUS PAYMENTS (Line 10 from prior Application)		$ 53,797.35
12. AMOUNT DUE THIS APPLICATION		$ 6,177.30
13. BALANCE TO FINISH, PLUS RETAINAGE (Column L total on Completed Items + Column M Total Change Order Items + Column L on Temporary Withholdings + Line 9.c above)		$ -

Contractor's Certification

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

Contractor Signature

By: _____ Date: 9/16/21

Payment of: **$6,177.30**
(Line 8 or other - attach explanation of the other amount)

is recommended by: Chuck T. Brandel 11/30/2021
(Engineer) (Date)

Payment of: _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

Completed Bid Items

ISG

Nicollet County
Ditch No. 79

Nicollet County Drainage Authority

Pay Request 2
1/8/2021 To 9/16/2021

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item Number	Bid Item	Unit	Quantitiy	Unit Price	Total Amount	Quantity This Pay Request	Amount This Pay Request	Quantity To Date	Amount To Date	Quantity Remaining	Amount Remaining
2021.501	MOBILIZATION	LS	1.00	$ 5,000.00	$ 5,000.00	0.00	$ -	1.00	$ 5,000.00	0.00	$ -
2104.501	REMOVE CMP CULVERT	EA	3.00	$ 750.00	$ 2,250.00	0.00	$ -	3.00	$ 2,250.00	0.00	$ -
2105.602	AGGREGATE BASE (CV) (P), CLASS V	CY	35.50	$ 37.00	$ 1,313.50	0.00	$ -	30.00	$ 1,110.00	5.50	$ -
2105.602	OPEN CUT & RESTORE GRAVEL ROAD OR DRIVEWAY	EA	1.00	$ 4,500.00	$ 4,500.00	0.00	$ -	1.00	$ 4,500.00	0.00	$ -
2105.602	OPEN CUT & RESTORE FIELD CROSSING	EA	1.00	$ 2,500.00	$ 2,500.00	0.00	$ -	1.00	$ 2,500.00	0.00	$ -
2105.603	DITCH CLEANING (12' WIDE DITCH BOTTOM)	LF	755.00	$ 2.50	$ 1,887.50	0.00	$ -	755.00	$ 1,887.50	0.00	$ -
2106.501	CONSTRUCT DITCH (P) (EV)	CY	655.00	$ 12.50	$ 8,187.50	0.00	$ -	655.00	$ 8,187.50	0.00	$ -
2106.501	TOP SOIL STRIP & PLACE SPOILS	AC	1.10	$ 2,500.00	$ 2,750.00	0.00	$ -	0.50	$ 1,250.00	0.60	$ -
2501.511	60-INCH CLASS III RCP PIPE	LF	28.00	$ 300.00	$ 8,400.00	0.00	$ -	20.00	$ 6,000.00	8.00	$ -
2501.511	54-INCH CLASS III RCP PIPE	LF	48.00	$ 250.00	$ 12,000.00	0.00	$ -	48.00	$ 12,000.00	0.00	$ -
2501.515	60-INCH RCP APRON	EA	2.00	$ 2,500.00	$ 5,000.00	0.00	$ -	2.00	$ 5,000.00	0.00	$ -
2501.515	54-INCH RCP APRON	EA	2.00	$ 2,500.00	$ 5,000.00	0.00	$ -	2.00	$ 5,000.00	0.00	$ -
2511.501	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	100.00	$ 105.00	$ 10,500.00	0.00	$ -	100.00	$ 10,500.00	0.00	$ -
2573.502	INSTALL FLOATING SILT CURTAIN	LF	40.00	$ 35.00	$ 1,400.00	0.00	$ -	40.00	$ 1,400.00	0.00	$ -
2573.502	INSTALL SILT FENCE	LF	500.00	$ 2.50	$ 1,250.00	0.00	$ -	0.00	$ -	500.00	$ -
2575.523	MnDOT CATEGORY 3 EROSION CONTROL BLANKET	SY	1,178.00	$ 2.50	$ 2,945.00	0.00	$ -	257.86	$ 644.65	920.14	$ -
2575.501	16.5' BUFFER STRIP SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	0.65	$ 2,500.00	$ 1,625.00	0.00	$ -	1.99	$ 4,975.00	0.00	$ -
2575.501	STANDARD SIDESLOPE SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 8 MULCH)	AC	0.10	$ 3,500.00	$ 350.00	0.00	$ -	0.32	$ 1,120.00	0.00	$ -
2575.541	BUFFER STRIP MOWING	AC	1.30	$ 500.00	$ 650.00	1.30	$ 650.00	1.30	$ 650.00	0.00	$ -
2575.545	WEED SPRAYING	AC	1.40	$ 250.00	$ 350.00	0.00	$ -	0.00	$ -	1.40	$ -
					$ 77,858.50		**$ 650.00**		**$ 73,974.65**		**$ -**

Completed Change Order Items

Nicollet County
Ditch No. 79

Nicollet County Drainage Authority

Pay Request 2
1/8/2021 To 9/16/2021

A	B	C	D	E	F	G	H	I	J	K	L	M
Change Order	Bid Item Number	Bid Item	Unit	Quantitiy	Unit Price	Total Amount	Quantity This Pay Request	Amount This Pay Request	Quantity To Date	Amount To Date Date	Quantity Remaining	Amount Remaining
1	1.01	Liquidated Damages	EA	35.00	$ (400.00)	$ (14,000.00)	35.00	$ (14,000.00)	35.00	$ (14,000.00)	0.00	$ -
						$ (14,000.00)		$ (14,000.00)		$ (14,000.00)		$ -

Temporary Withholdings

ISG

Nicollet County
Ditch No. 79

Nicollet County Drainage Authority

Pay Request 2
1/8/2021 To 9/16/2021

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
2575.523	MnDOT CATEGORY 3 EROSION CONTROL BLANKET	SY	1178.00	$ 2.50	$ 2,945.00	257.86	$ 644.65	40%	$ 257.86	$ 257.86	$ -
2575.501	16.5' BUFFER STRIP SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	0.65	$ 2,500.00	$ 1,625.00	1.99	$ 4,975.00	40%	$ 1,990.00	$ 1,990.00	$ -
2575.501	STANDARD SIDESLOPE SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 8 MULCH)	AC	0.10	$ 3,500.00	$ 350.00	0.32	$ 1,120.00	40%	$ 448.00	$ 448.00	$ -
									$ 2,695.86		**$ -**

DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-449-630-880
Submitted Date and Time:	6-Dec-2021 3:38:49 PM
Legal Name:	MOLNAU TRUCKING LLC
Federal Employer ID:	20-8516801
User Who Submitted:	amolnau
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**966201344**
Minnesota ID:	8825873
Project Owner:	NICOLLET COUNTY DRAINAGE AUTHORITY
Project Number:	15-18670
Project Begin Date:	26-Oct-2020
Project End Date:	18-Dec-2020
Project Location:	NICOLLET COUTNY
Project Amount:	$59,974.65
Subcontractors:	No Subcontractors

Important Messages

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

Contact Us

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

Please print this page for your records using the print or save functionality built into your browser.

APPENDIX D:
Construction Pictures

Floatation silt fence installation.

Typical ditch cleaning.

Road crossing at station 0+00.

Finished road crossing at 0+00 with rip rap North side.

Finished road crossing at station 0+00 South.

Typical open ditch cleaning.

Typical seeding and blanketing procedure.

Typical spillway overflow rip rap area.

12/23/2020


6/18/2021


9/18/2021

12/23/2020

6/18/2021

9/18/2021

12/23/2020

6/18/2021

9/18/2021

12/23/2020

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9/18/2021

12/23/2020

6/18/2021

9/18/2021

12/23/2020

6/18/2021

9/18/2021

PROPOSED LEVY ORDER

Below is a summary of the proposed CD79 drainage system assessment, installment schedule, interest rate, and maintenance.

County Ditch No. 79	**Amount to Levy**
Final Improvement Cost	$204,330.69
Maintenance Costs since Last Levy	$29,962.42
Future Repair Fund	$10,000.00
Total Levy	**$244,293.11**

All assessments not paid by April 30, 2023 will be charged a 4% annual interest rate beginning May 1, 2023. 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 $7,500 — 5 years
- Over $7,500 — 10 years

Nicollet County Drainage Authority
Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
County Ditch 86A--Settlement Agreement Regarding Contract Closeout

Primary Originating Division/Dept.: County Attorney

Contact: Michelle Zehnder Fischer Title: County Attroney

Amount of Time Requested: 5 minutes

Presenter: Michelle Zehnder Fischer Title: County Attorney

Meeting Date: 03/14/2023

Item Type: (Select One) Regular Agenda

Attachments: ◉ Yes ○ No

County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets

BACKGROUND/JUSTIFICATION:

On December 30, 2022, the Nicollet County Board of Commissioners, acting as the Nicollet County Drainage Authority, approved a mediated payment to Lametti & Sons, Inc. The Board issued Findings and Order of the Board Regarding the Final Acceptance of Contract with Lametti & Sons, Inc. Improvement Project to Nicollet County Ditch No. 86A on February 16, 2023. Lametti & Sons, Inc. requests County execution of a Settlement Agreement Regarding Contract Closeout.

Supporting Documents: ◉ Attached ○ In Signature Folder ○ None

Prior Drainage Authority Action Taken on this Agenda Item: ◉ Yes ○ No

If "yes", when? (provide year; mm/dd/yy if known): 12/30/2022 and 2/16/2023

Approved by County Attorney's Office: ◉ Yes ○ No ○ N/A

ACTION REQUESTED:
Action to authorize Chairperson Kolars to execute the Settlement Agreement

FISCAL IMPACT: Other (Select One)

If "Other", specify:

FUNDING
County Dollars =

State (Select One)

Total:

FTE IMPACT: No FTE change (Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

SETTLEMENT AGREEMENT REGARDING CONTRACT CLOSEOUT

Nicollet County (the "County") and Lametti and Sons, Inc. ("Lametti") enter into this Settlement Agreement Regarding Contract Closeout ("Agreement") on the dates indicated below by their respective signatures. This Agreement is based, in part, on the following facts.

BACKGROUND

1. Nicollet County contracted with Lametti to perform work on the Ditch 86A pump station.

2. Payment disputes arose between the parties relating to the amount of payments owed Lametti and the quality of Lametti's performance.

3. The parties attempted to mediate their claims in February of 2022. That mediation did not resolve the claims. Lametti agreed to continue with work on the project while reserving the claims it had made at mediation for a later date.

4. Work continued on the project throughout 2022, until Lametti claimed the project was complete and made demand for final payment. The County disagreed that the project was complete, and disputed Lametti's entitlement to its claims for payment.

5. The parties agreed to, and participated in, a second mediation which began on December 19, 2022, in person, and continued on after that date remotely.

6. As a result of that mediation and subsequent discussions, the parties have agreed to resolve their disputes as set out below.

RESOLUTION

1. The County will make payment to Lametti in the total amount of Two Hundred Thirty Thousand and no/100 Dollars ($230,000.00). Payment will be made on or about February 23, 2023. This will constitute final payment in full to Lametti for work on the project.

The amount of Change Order No. 5 is $30,073.36. The amount of this Change Order was arrived at by compromising the various claims by both parties made during the December 2022, mediation. The substance of the issues raised were more fully detailed in the mediation statements submitted by both parties.

2. In exchange for the payments and concessions made by each side, the parties mutually release all known claims they had, all claims they reasonably should have known they had, and all claims they believed they had, against the other, up to and including the date of the mediation. The Drainage Authority does not release, and hereby expressly reserves, any claims for latent defects not known or reasonably known to the Drainage Authority as of the date of this Agreement. The Drainage Authority is not aware of any claims against Lametti which it has not asserted as of the date of this Agreement.

3. Upon execution of this Agreement, Lametti shall provide all of the project closeout documentation required under the contract. This documentation shall include assignments of any project equipment warranties for the materials installed.

4. The contractual warranty between the parties shall commence on February 16, 2023.

5. As further consideration for the agreements made, Lametti shall not be required to provide any further labor or materials related to the initial construction of the project. If circumstances so justify, Lametti may be called upon for work under their continuing warranty obligations.

6. Both parties warrant that the individuals signing this document have full power and authority to enter the transaction on behalf of their respective entities.

[Signature pages to follow.]

Dated: _____, 2023 NICOLLET COUNTY

By_____
Its_____

Dated: _____, 2023

LAMETTI AND SONS, INC.

By_____
Its_____

Dated: February 22, 2023

LAMETTI AND SONS, INC.

By Marie Lametti
Its President.