

Board of Commissioners Agenda

June 25, 2024

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

Commissioners: Terry Morrow - Board Chair; Marie Dranttel - Vice Chair; Jack Kolars; 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. [June 11, 2024 Board Minutes](#)
 - b. [June 17, 2024 CBAE Minutes](#)
 - c. [Out of State Travel: Community Anti-Drug Coalitions of America](#)
 - d. [DNR Electronic License System Agent Contract](#)
 - e. Approval of Bills
5. Public Appearances

9:05 a.m. 6. Health and Human Services

- a. [Health and Human Services On-Call Responsibilities: Request for Compensation Change](#)
- b. [Position Request: Public Health Planner](#)

9:15 a.m. 7. Property Services

- a. [June 10, 2024 Planning & Zoning Advisory Commission Meeting](#)
 - [PLN24-05 – River Valley Enterprises LLC/Lorentz and Sons Construction Inc.](#)
- b. [Houston Engineering, Inc. Services Agreement](#)

9:25 a.m. 8. Public Works

- a. [Consider Final Payment for SAP 052-623-027](#)
- b. [Consider Final Payment for SAP 052-599-027](#)

9:35 a.m. 9. Administration

- a. [Consider Resolution to Grant Authorization to Educate Identity and Access Management Program](#)
- b. [Limited Use Permit – Snowmobile Route](#)

9:45 a.m. 10. County Attorney Update

11. Chair's Report
12. Commissioner Committee Reports, Meetings & Conferences
13. Approve Per Diems and Expenses
14. Adjourn Board of Commissioners Meeting

9:50 a.m. Call Drainage Authority Meeting to Order: Chair

1. Approval of Agenda
2. Approval of Consent Agenda

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

Board of Commissioners Agenda

June 25, 2024

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

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

- a. [June 11, 2024 Drainage Authority Minutes](#)
- b. [Consider Ditch Repair Reports 24-011 through 24-016](#)
3. Public Appearances

- 9:55 a.m.**
4. Public Works
 - a. [Drainage Maintenance](#)
 5. Adjourn Drainage Authority Meeting

Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners. Questions or comments regarding Nicollet County meetings and requests to participate can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or mandy.landkamer@co.nicollet.mn.us.

Date	Time	Meeting	Location
June 25	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
June 25	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
July 4	Closed in Observation of 4th of July		
July 9	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
July 9	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
July 16	8:15 a.m.	Individual Department Head Meeting (HR)	EOC
July 16	9:30 a.m.	Board Workshop	EOC
July 23	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
July 23	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
July 24	7:00 p.m.	Nicollet Township Association Meeting	Nicollet American Legion, Nicollet
July 26	9:00 a.m.	BNCH Full Board Meeting	New Ulm

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.



June 11, 2024
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, June 11, 2024 at 9:00 a.m. Present at the meeting were Commissioners Morrow, Dranttel, Kolars, Zins, and Dehen. Also present were County Administrator Mandy Landkamer and County Attorney Michelle Zehnder Fischer.

Approval of Agenda:

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

Consent Agenda:

1. May 28, 2024 Board Meeting Minutes
2. End of Probations
3. Approval of Bills
4. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$423,561.48
 - b. Road & Bridge Fund - \$41,801.99
 - c. Human Services Fund - \$110,180.01

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the above consent agenda items. Motion carried with all voting in favor.

Public Appearances:

There were no public appearances.

Public Services:

Consider Resolution to Establish Absentee Ballot Board and County UOCAVA Ballot Board for the August 13th State Primary Election

Property and Public Services Director requested approval to establish an Absentee Ballot Board and a County UOCAVA Ballot Board for the August 13th State Primary election. Ms. Kopet provided background information on Minnesota election law and that the law directs the County Auditor to establish the Ballot Boards.

Motion by Commissioner Kolars and seconded by Commissioner Dranttel to approve the resolution to establish the Absentee Ballot Board and the County UOCAVA Ballot Board. Motion carried with all voting in favor on a roll call vote.

Public Works:

Consider Award of 2024 Highway Striping Project

Public Works Director Greenwood presented the one bid received and opened on Tuesday, June 4 for the 2024 Highway Striping Project.

Motion by Commissioner Dehen and seconded by Commissioner Kolars to approve the 2024 striping contract with Sir Lines-A-Lot in the amount of \$160,038.06. Motion carried with all voting in favor.

Submit Highway Department's 2023 Annual Report

Director Greenwood provided a high-level overview of the Highway Department's 2023 Annual Report. Included in the report are the financial details of all activities related to maintaining Nicollet County's road and bridge infrastructure for 2023.

The Board acknowledged receipt of the Highway's Department 2023 Annual Report.

Administration:

Complaint Regarding Maintenance of Belgrade Township TC 130 – Findings

County Attorney Zehnder Fischer presented the Findings for consideration following the May 28, 2024 hearing concerning the Complaint Regarding Maintenance of Belgrade Township TC130.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the Findings as presented. Motion carried with all voting in favor

County Attorney Update:

County Attorney Zehnder Fischer shared that she and Ms. Petersen attended the St Peter Summer Kickoff event and provided safety information to families. Ms. Zehnder Fischer also commented that her office has participated in several meetings with community partners and county departments.

Chair's Report:

- Personnel Committee
- Anoka County Juvenile Detention Center Meeting

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Mark Dehen

- GMG Legislative Forum
- Lighthouse on Marshall Open House
- MRCI Board Meeting

Commissioner Marie Dranttel

- Region 9 Meeting

Commissioner Jack Kolars

- LOM Open House
- Diversity Executive Committee
- Personnel Committee
- MAPO
- Immtrack
- MVAC

Approve Per Diems and Expenses:

Motion by Commissioner Kolars 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:

The meeting adjourned at 9:30 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

**OFFICIAL PROCEEDINGS OF THE
BOARD OF APPEALS AND EQUALIZATION
COUNTY OF NICOLLET
JUNE 17, 2024**

The official meeting of the Nicollet County Board of Appeals and Equalization was called to order at 6:30 p.m. at the Government Center in St. Peter, Minnesota on Monday, June 17, 2024. Present at the meeting were Commissioners Jack Kolars, Terry Morrow, Marie Dranttel, Mark Dehen and Kurt Zins. Also present were Property and Public Services Director Jaci Kopet, County Assessor Shana Jackson, and County Administrator Mandy Landkamer.

County Administrator Mandy Landkamer administered the Oath of Office to Commissioners Dranttel, Kolars, Morrow, Dehen, Zins, and Property and Public Services Director Jaci Kopet.

Pursuant to Minnesota Statute 274.135, at least one member of the Board of Appeals and Equalization must have received training and certification in the Minnesota Department of Revenue Appeals and Equalization course. Property and Public Services Director Jaci Kopet has completed the training and is certified.

Chair Morrow called the meeting to order. The purpose of the meeting was for citizens to appear before the Board of Appeals and Equalization to express concerns about and appeal their assessed valuations and/or classifications. Chair Morrow also noted that decisions on issues presented at the meeting may be made at a later time or date.

Appeals:

Thomas Brown, (13.030.0105, 13.019.0700, 13.030.0215)

Tom Brown appeared before the board to request a decrease in the estimated market value for properties identified as 13.030.0105, 13.019.0700, 13.030.0215.

Mark Weber, 38352 Honeysuckle Lane, North Mankato (01.571.0270)

Mark Weber appeared before the board to request a decrease in the estimated market value for property located at 38352 Honeysuckle Lane (01.571.0270).

Assessor Recommendations:

Randall and Joleen Schaefer, 526 Wheeler Avenue, North Mankato (18.012.5000)

The County Assessor recommends to change the property tax classification from 4b(1) Residential Nonhomestead 1-3 units to 4bb(1) Residential Nonhomestead Single Unit.

Motions:

After discussion of the appeal requests and Assessor recommendation, the Board made the following motions:

Motion by Director Kopet and seconded by Commissioner Kolars to affirm the values for Tom Brown for property located at 13.030.0105, 13.019.0700, and 13.030.0215 with no change. Motion carried 6-0, with all Commissioners and Property and Public Services Director voting yes.

Motion by Commissioner Morrow and seconded by Commissioner Dehen to affirm the value for Mark Weber for property located at 38352 Honeysuckle Lane, (01.571.0270) with no change.

Motion carried 5-0, with four Commissioners and Property and Public Services Director voting yes. Commissioner Dranttel abstained from the vote.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to change the property tax classification from 4b(1) Residential Nonhomestead 1-3 units to 4bb(1) Residential Nonhomestead Single Unit. Motion carried 6-0, with all Commissioners and Property & Public Services Director voting yes.

Motion by Commissioner Dehen and seconded by Commissioner Zins to adjourn the Board of Appeals and Equalization meeting at 7:28 p.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

SHANA JACKSON
COUNTY ASSESSOR

ATTEST:

MANDY LANDKAMER
CLERK TO THE BOARD

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
Out of State Travel: Community Anti-Drug Coalitions of America		
Primary Originating Division/Dept.: Health and Human Services		Meeting Date: 06/25/2024
Contact: Cassie Sassenberg	Title: HHS Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter:	Title:	Attachments: ☐ Yes ☒ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Health and Human Services is requesting authorization for two of our staff members, Kaija McMillen and Bree Allen, to attend the Community Anti-Drug Coalitions of America (CADCA) mid-year training institute in Chicago for the dates of July 14-18, 2024. The Mid-Year Training Institute offers in-depth training sessions geared specifically for community coalition leaders and staff. The institute includes fundamentals of coalition building, strategic planning, evaluation, and research. Specific topics include: empowering youth in community coalition work, cannabis misinformation 101, exploring qualitative data for community insights, etc. The new DFC Program Coordinator will be able to learn foundational prevention concepts that support our Drug-Free Communities Coalition and drives the ACWA coalition. Both the DFC Program Coordinator and Public Health Supervisor will be able to learn about developing science and interventions to prevent substance use, benefiting the DFC Grant and future cannabis prevention work. All travel expenses and staff time are covered by the DFC grant. More information: https://s2.goeshow.com/cadca/midyear/2024/ Cost: ~\$2,259/person		
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 for Kaija McMillen and Bree Allen.		
FISCAL IMPACT: Included in current budget (Select One)		FUNDING County Dollars = 0
If "Other", specify		Grant \$5,000 (Select One)
FTE IMPACT: No FTE change (Select One)		Total
If "Increase or "Decrease" specify:		
Related Financial/FTE Comments:		

NICOLLET
COUNTY EST. 1853

Agenda Item: DNR Electronic License System Agent Contract					
Primary Originating Division/Dept.: Public Services				Meeting Date: 06/25/2024	
Contact: Jaci Kopet		Title: PPSD Director		Item Type: (Select One) Consent Agenda	
Amount of Time Requested: 0 minutes					
Presenter:		Title:		Attachments: ☒ Yes ☐ No	
County Strategy: (Select One) Programs and Services - deliver value-added quality services					
BACKGROUND/JUSTIFICATION: Attached is the Department of Natural Resources Electronic License System (ELS) Point-of-Sale Agent Contract. The ELS system allows our License Center to sell hunting and fishing licenses and trail passes. This is a five year contract. This contract was last approved in 2019. This contract has been compared to the previous contract and there are no changes in the terms and conditions. I am asking the county board to once again approve the DNR ELS contract to allow the License Center to continue to sell DNR licenses					
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 the attached contract					
FISCAL IMPACT: Other (Select One) If "Other", specify:			FUNDING County Dollars = State (Select One)		
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:			Total:		

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
ELECTRONIC LICENSE SYSTEM POINT-OF-SALE AGENT CONTRACT

This Contract is between the State of Minnesota, acting through the Department of Natural Resources (hereinafter DNR) and

Nicollet County		d/b/a		St Peter License Center	
(Corporation or Owner)				(Business Name)	
501 S Minnesota Avenue					
(Street Address)					
St Peter	MN	56082	Nicollet		
(City)	(State)	(Zip code)	(County)		
Terry Morrow, Nicollet County Board Chair					
Please Print Name (Authorized Representative for Corporation or Owner)					

WHEREAS, DNR, pursuant to Minnesota Statute § 84.027, Subd. 15, and other applicable law, is authorized to appoint Agents to sell electronic licenses under the Electronic License System (ELS); and

WHEREAS, the Agent has filed an application with the DNR to become an agent and represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the DNR and the Agent as follows:

I. EFFECTIVE DATE

This Contract will be effective upon the date that the DNR obtains all required signatures in accordance with Minn. Stat. § 16C.05.

II. DURATION OF AGENT CONTRACT AND EXTENSIONS

This Contract will remain in effect for five years or until the State's current ELS Contract No. 190074 is terminated, canceled, or suspended, whichever may occur first. The DNR shall provide the Agent thirty (30) days written notice of termination if this Contract is terminated prior to the five-year Contract term.

This Contract may be extended by written agreement of the parties. The parties agree that notwithstanding the forgoing, if Contract No. 190074 is extended, this Contract will be automatically extended. The Agent shall be notified of said extension in writing. The Agent may reject the extension by submitting a written notification to the DNR rejecting the extension. The notice of rejection must be sent within thirty (30) days of receipt of the notice of extension.

III. TERMINATION

A. Termination

Notwithstanding the requirements of Section II, this Contract may be terminated by mutual written agreement of the parties. The DNR may also elect to unilaterally terminate, cancel, revoke, or suspend this Contract with or without cause. Provided however, that in accordance with Minn. Stat. § 97A.485, Subd. 3 the DNR shall provide a five (5) day written notice of said termination, revocation, or termination. Within 30 days of termination, the Agent shall return the ELS Equipment and materials to

the DNR as set forth below.

1. Request for Reconsideration. Within thirty (30) days of the receipt of a notice of termination issued under Section X the Agent may submit a “request for reconsideration” requesting the DNR reconsider the termination or suspension. A notice of termination is deemed received by the Agent three days after posting in the U.S. mail. A request for reconsideration will include a written statement setting forth the Agent’s legal, factual, or equitable arguments for rescission of the termination, along with any supporting documents. DNR may request the Agent submit additional facts or documents before making a final decision. DNR, after considering any additional facts or documents submitted by the Agent, will make a decision on whether or not to revoke the termination of this Contract. All decisions will be final. If a termination is revoked – any further violations of this contract will result in immediate termination of the Contract under this section without right to reconsideration.

2. ELS Equipment Return at Termination and Reconciliation. Within thirty (30) days after termination, the Agent shall return the ELS Equipment to the State’s ELS vendor as directed by the DNR. If the ELS equipment is not returned to the ELS vendor within the thirty (30) day period the ELS Equipment deposit required in Section V.C.1 shall be forfeited. Within thirty (30) days of termination, the DNR shall undertake a final reconciliation of the Agent account and identify any outstanding payments owed to the State by the Agent. The DNR will provide the Agent written notice of any final payment within forty-five (45) days of termination. The Agent shall make the final payment to DNR within 30 days of receipt of the notice of final payment due. The notice of final payment due is deemed received three days after the same has been deposited in the U.S. mail. If the Agent fails to make the final payment within the period outlined herein the debt will be referred to the State collection system for collection.

3. State’s Ongoing Right to Collect ELS Fees. Notwithstanding the forgoing, the states right to collect for license fees pursuant to Section X shall continue for 120 days after the Notice of Termination.

B. Suspension

All suspensions shall be immediate. Within twenty-four (24) hours of a suspension, the DNR shall provide the Agent of written notice of the suspension. Notice is deemed complete upon mailing by depositing in the U.S. Mail.

1. Request for Reconsideration. Within thirty (30) days of the receipt of a notice of suspension issued under Section X the Agent may submit a “request for reconsideration” requesting the DNR reconsider the suspension. A notice of suspension is deemed received by the Agent three days after posting in the U.S. mail. A request for reconsideration will include a written statement setting forth the Agent’s legal, factual, or equitable arguments for rescission of the suspension, along with any supporting documents. DNR may request the Agent submit additional facts or documents before making a final decision. DNR, after considering any additional facts or documents submitted by the Agent, will make a decision on whether or not to revoke the suspension of this Contract. All decisions will be final. If a suspension is revoked – any further violations of this contract will result in immediate suspension of the Contract under this section without right to reconsideration.

IV. DEFINITIONS

Unless stated otherwise, the following terms used in this Contract are defined as follows:

1. “Agent” is the Corporation or Owner identified on page one (1) of this Contract.
2. “Automated Clearing House” (ACH) is the electronic system used to route funds from an agent bank account to the state treasury to recover funds owed to the State of Minnesota (State) for the sale of an Electronic License as defined in Section IV.3.

3. "Debt" is the amount owed by the Agent to the State for revenues collected by an agent for the sale of electronic licenses.
4. "Electronic License" means an application, license, pass, permit, sticker, registration, or any other future electronic transaction relating to the State's natural resource licenses as set forth in Minn. Stat. § 84.027, subd. 15 issued through the electronic license system.
5. "Electronic Licensing System" (ELS) means the electronic system used by the State to sell the State's Electronic Licenses as defined in Paragraph IV.4.
6. "ELS Equipment and Materials" means any terminal and printer, printer paper and such other materials necessary for the Agent to undertake its obligations under this Contract.
7. "Fail" means that an ACH transfer is unsuccessful.
8. "Issuing Fee" means the payment made to the Agent. Said payment shall be made on a per transaction basis at the time of each license sale made by the Agent. The amount of the per transaction Issuing Fee is established in Minn. Statutes which is attached hereto as Exhibit A Issuing Fee Schedule and made part hereof, subject to amendment by legislature.
9. "License Transaction" means a successful sale of an electronic license through ELS by a license agent.
10. "Survey" means the collection of data through the ELS undertaken by DNR or its agents or employees.
11. "Suspended" or "suspension" means an Agent is prohibited from selling electronic licenses pursuant to Section III.B of this Contract.

V. AGENT DUTIES

The Agent, on behalf of the State, will make available for sale to the public the following types of electronic licenses: all fee and no-fee applications, licenses, passes, permits, stickers, registrations or any other future electronic transactions relating to the State's natural resource licenses, issued under the ELS. The Agent will do so in strict accordance with: (1) the terms contained in this Contract; (2) with all operating instructions provided by the ELS vendor and the DNR; and (3) in accordance with all applicable statutes, rules, and regulations. Failure to comply with these conditions or the duties outlined below shall constitute a breach of this Contract and shall be grounds for immediate termination as set forth in Section III.

A. DUTIES.

The Agent shall have the following duties:

1. The Agent shall at all times comply with all applicable provisions of Minn. Stat. §§ 84.027 and 97A.311 and Minn. R. Ch. 6213.
2. The Agent shall collect Survey data as instructed by the DNR, its agents or employees. Surveys may include but are not limited to, the Federal Harvest Information Program Survey (HIP), and the DNR fish survey.
3. The Agent may sell electronic licenses only at the business location and during business hours identified in the application that is on file at the DNR. Electronic licenses sold must be accessible to the public. In the event that the Agent's business hours are changed, the Agent shall notify the DNR within 48 hours of the change in business hours.

4. The Agent shall, as instructed by the DNR, maintain DNR provided displays, notices or other informational materials relating to electronic licenses at the business location identified in Paragraph A.3 of this Section.

5. For the point of sale equipment, the Agent must provide either: (1) an established communications connection, to the Internet, and access to electrical outlets or (2) a telephone line and access to electrical outlet where applicable. A broadband connection (DSL, cable modem or corporate network) is required regardless of the communications system selected by the Agent. These communication requirements may change as technology advances.

6. The Agent shall maintain current and accurate records of all electronic license sales transactions as directed by the DNR.

7. The Agent shall maintain a bank account in a Federal Deposit Insurance Corporation (FDIC) insured banking association, savings association, trust company, or credit union subject to applicable federal and state banking regulations. The Agent Account must be able to accept electronic fund transfers. The Agent will provide the DNR with all of the account information requested by the DNR.

8. All monies minus the Issuing Fee collected by the Agent for the sale of Electronic Licenses shall be deposited in the Agent Account weekly. The Agent must permit the DNR, through the State Treasurer to access the Agent Account to electronically collect and transfer, through an ACH, all money in the Account collected for the Sale of Electronic Licenses minus issuing fee to the State Treasury.

9. Prior to commencing sales under this contract, the Agent shall provide to the DNR a true and accurate federal Taxpayer Identification Number (TIN) verification form and a Minnesota Tax Identification number. Failure to provide said information shall be grounds for immediate suspension and termination of this Contract as set forth in Section III of this Contract.

10. The Agent shall return all voided licenses to the DNR within 30 days from date of sale of the voided license sale. After 60 days, cost of voided licenses will be charged to the Agent.

11. The Agent shall make reasonable business efforts to comply with the most recent version of the Payment Card Industry Data Security Standard (PCI DSS), promulgated by the PCI Security Standards Council.

B. RESTRICTIONS AND EXCEPTIONS.

The following restrictions and exceptions apply to the sale of Electronic Licenses:

1. All electronic licenses must be completed at the Agent's business location as set forth in Section V.A.3. The Agent is responsible for the completion of each electronic license transaction for each electronic license sold at the Agent's place of business.

2. The Agent will not issue a resident license to a person unless the Agent ascertains that the applicant is a resident of Minnesota as set forth in the Electronic License System Reference Guide.

3. The Agent shall not offer for sale an electronic license for a fee other than that fee set forth in the ELS system.

4. This Contract does not supersede any agreement the Agent has pursuant to Minn. Stat. § 84.027, subd. 15 (a) (4) with an electronic bankcard issuer concerning customer convenience fee for use of a credit or bank card to purchase electronic licenses.

5. The Agent may not waive all or part of the Issuing Fee or use electronic licenses in connection with a drawing, raffle, giveaway, or other sales promotion.

C. MATERIALS AND EQUIPMENT.

The DNR's ELS provider shall provide the equipment and materials to the Agent as necessary to sell Electronic License through the ELS (ELS equipment). The Agent shall be solely responsible for providing a safe location for the ELS equipment and materials that protects said equipment and materials from damage, theft, and unauthorized use.

1. Unless the Agent is a deputy registrar of motor vehicles appointed by the commissioner of public safety pursuant Minn. Stat. § 168.33, the Agent shall pay an initial deposit of \$500 for each set of

ELS equipment and materials at the commencement of this Contract. Provided, however, if the Agent has held an Agent Contract prior to commencement of this contract, the deposit made by the Agent under the previous contract shall be rolled over into the present Contract and no additional deposit shall be required. Each additional set of ELS equipment will require an additional \$150 deposit. The DNR will hold the deposit in a clearing account. The deposit will be refunded within 30 days of Contract termination if the Agent returns all ELS equipment and related materials to the DNR's ELS provider in good working condition. Pursuant to Minn. R 6213.04, subp. 8, an Agent's deposit may be applied to any outstanding debt owed to the DNR associated with the sale of electronic licenses.

2. Except, for acts beyond their control, the Agent is responsible for all lost, stolen, missing or destroyed ELS equipment and materials.

D. DNR ACCESS

1. The Agent will allow the DNR to access and inspect all ELS equipment, materials, and records pertaining to this Contract during the Agent's normal business hours with or without prior notice to determine whether the Agent is operating in compliance with Minn. R. 6213.0100 to 6213.0800 and the terms of this Contract.

2. Said inspection may also be conducted by the DNR outside of normal business hours with the express permission of the Agent.

VI. DNR DUTIES

The DNR or its duly authorized agents or employees shall undertake the following duties:

1. The DNR shall provide at the Agents business location the ELS equipment and materials, consistent with the Agents selection under Section V.A.5, necessary to permit the Agent to undertake its obligations under this Contract. In addition, the DNR shall provide routine maintenance and repairs of the ELS equipment. Provided, however, the DNR shall not be responsible for maintenance or repair of the ELS equipment attributable to abuse or neglect by the Agent or the Agent's employees.

2. The DNR shall provide appropriate training materials and a "help desk" service to answer Agent's questions and assist with problems.

3. The DNR shall provide informational game and fish regulation materials to the Agent for distribution to licensees.

4. By the second business day of each week, the DNR shall make available the amounts to be transferred from the Agent Account to the State Treasury covering transactions in the prior week. For purposes of this provision a week commences on Tuesday of each week and ends at 11:59 pm on Monday.

5. The DNR shall provide the Agent with instructions for the transfer of funds from the Agent Account to the State Treasury and instructions for reconciling any differences between the Agent and the DNR regarding the amount of said transfer.

VII. AUTHORIZED REPRESENTATIVE OR SUCCESSOR:

For the purposes of this Contract, the DNR's authorized representative is:

Jeannine Johannsen
Department of Natural Resources
500 Lafayette Rd, St. Paul, MN 55155
Email: ELSAgentManagement.DNR@state.mn.us

For purposes of this Contract, the Agents authorized representative is the Authorized Representative listed on page one (1) of this Contract.

Either Party may change its authorized representative by providing written notice of said change to the other Party.

VIII. LIABILITY

The Agent shall be solely liable for all proceeds from the sale of Electronic Licenses including but not limited to losses incurred due to theft, credit card fees, credit card fraud, non-sufficient funds checks, non-payment, and counterfeit currency.

The Agent shall indemnify, defend and hold harmless the State and the DNR its agents or employees from any third party claim or cause of action, including attorney's fees incurred by the state to the extent that it is caused by the Agent, its employees or assigns. This indemnification obligation does not apply to the extent the claim or cause of action is the result of the State's or DNR's negligence. This clause will not be construed to bar any legal remedies the Agent may have for the State's or the DNR's failure to fulfill its obligations under this Contract.

IX. ASSIGNMENT, AMENDMENTS, AND CONTRACT COMPLETE

A. Assignment.

This Contract may neither transfer nor assign any rights or obligations under this Contract without the prior written consent of the State. In the event the Agent sells its business this Contract shall be immediately suspended and terminated pursuant to Section III. Nothing herein precludes the Agent's business successor from submitting a request to enter into an ELS Contract with said successor.

B. Amendments.

With the exception of Section II, any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract or their successors in office. The Agent will notify the Authorized Representative in writing at least 30 days before any change of its business location, nature of business, or ownership.

C. Contract complete.

This contract contains all negotiations and agreements between the state and the agent. No other understanding regarding this contract whether written or oral may be used to bind either party.

X. GROUNDS FOR SUSPENSION OR TERMINATION:

A. Grounds for Suspension

Suspension of an Agents rights to sell licenses as set forth in Section III.B may occur for any one of the following:

1. Provided false or misleading information on the Agent's application to the DNR.
2. While performing its duties as an Agent under this Contract, the Agent acted in a manner prejudicial to the public confidence in the integrity of the DNR.
3. While performing its duties as an Agent under this Contract, the Agent knowingly entered false or incorrect information, such as driver's license or public safety numbers, social security numbers, or firearms safety numbers, into a customer's file. In addition to termination of contract, may be charged with a misdemeanor.
4. Changed business location without proper notice to the DNR pursuant to Section V.A.3.
5. Failed to return equipment that has been replaced due to equipment malfunction or issuance of updated equipment set forth in Section V.C.
6. Used license dollars to supplement business cash flow.
7. Failed to comply with a term or condition of the Contract.
8. Committed an act that impairs the Agent's reputation for honesty and integrity related to fulfilling its duties as an Agent of the DNR.
9. Upon any ACH fail.
10. For any other reason set forth in Minn. Stat. § 97A.485 subd 3.

B. Grounds for Termination

This Contract may be terminated pursuant to Section III.A for any of the following reasons:

1. Providing false or misleading information on the Agent's application to the DNR.
2. While performing its duties as an Agent under this Contract, the Agent acted in a manner prejudicial to the public confidence in the integrity of the DNR.
3. While performing its duties as an Agent under this Contract, the Agent knowingly entered false or incorrect information, such as driver's license or public safety numbers, social security numbers, or firearms safety numbers, into a customer's file. In addition to termination of contract, may be charged with a misdemeanor.
4. Changed business location without proper notice to the DNR pursuant to Section V.A.3.
5. Failed to return equipment that has been replaced due to equipment malfunction or issuance of updated equipment as set forth in Section V.C.
6. Failed to account for materials and equipment for operation of the ELS as set forth in Section V.C.
7. Failed to comply with a term or condition of the Contract.
8. Committed an act that impairs the Agent's reputation for honesty and integrity related to fulfilling its duties as an Agent of the DNR.
9. Failed to properly display license point of sale materials as set forth in Section V.A.4.
10. Failed to have the financial stability or responsibility to act as an agent including, but not limited to, evidence of inadequate accounting records or a failure to maintain sufficient funds from the sale of electronic licenses in the appropriate bank account set forth in Section V.A.8.
11. Misuse of ELS data. ELS data may only be used in the normal course of business for the use of processing ELS transactions set forth in Section XII.
12. Upon a third fail within a twelve month period set forth in Section III.A.
13. For any other reason set forth Minn. Stat. § 97A.485, subd. 3.

XI. AUDITS

The books, records, documents, and accounting procedures and practices of the Agent and its employees, agents, or subcontractors relevant to this Contract will be made available, and subject to examination by DNR, Legislative auditor, and State Auditor for a minimum period of six years from the date of transaction.

XII. DATA PRACTICES ACT

The Agent must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by DNR in accordance with this Contract, all data collected from members of the public under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agent in accordance this Contract. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Agent or the DNR.

XIII. AFFIRMATIVE ACTION (When applicable)

A. Agent Certification – Less Than 40 Employees

Pursuant to the requirements of Minn. Stat. § 363A.36, the Agent shall certify that: (a) the Agent has not had more than forty (40) full-time employees at any time during the twelve months preceding the date it submitted its response to the DNR; or (b) if the Agent has more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date the Agent submitted its response to the DNR, that it has an affirmative action plan pursuant to the requirements of Minn. Stat. § 363A.36 for the employment of minority persons, women and qualified disabled individuals approved by the State of Minnesota, Commissioner of Human Rights. If the Agent does not have forty (40) full time employees within the State Minnesota on a single working day during the previous twelve months preceding the date it submitted its response to the DNR, but has had more than forty (40) full-time employees on a single working day during the previous twelve

months in the State in which it has its primary place of business, then (1) the Agent must have current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights, or (2) the Agent certifies that it is in compliance with federal Affirmative Action requirements.

B. Agent Certification – More Than 40 Employees

If the Agent has more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months. The Agent will comply with the following Affirmative Action requirements for disabled workers pursuant to the requirements of Minn. R. 5000.3550:

1. The Agent will not discriminate against any employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Agent agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Agent agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

3. In the event of the Agent's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

4. The Agent agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will be the DNR or the Agent's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employments, and the rights of applicants and employee.

5. The Agent will notify each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement understanding, that the Agent is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

XIV. WORKERS' COMPENSATION

The Agent must be in compliance with Minn. Stat. § 176.181, subd.2, pertaining to workers' compensation insurance coverage. The Agent's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

XV. ANTITRUST

The Agent hereby assigns to the State of Minnesota any, and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XVI. JURISDICTION AND VENUE

The laws of the State of Minnesota thereto, will govern this Contract and executed amendments. Venue for all legal proceedings arising out of this Contract, or breach thereof, will be in the State of Minnesota, Ramsey County District Court.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

1. AGENT

Agent certifies that the appropriate person(s) have executed the agreement as required by its articles, by-laws, resolutions or ordinances, and that, such articles by-laws, resolutions or ordinances have been forwarded to the Department of Natural Resources together with this Contract.

By: _____
(Authorized Signature)

Title: _____

Date: _____

2. DEPARTMENT OF NATURAL RESOURCES

By: _____
(With Delegated Authority)

Title: _____

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated by Materials Management Division

By: _____
(Authorized Signature)

Title: _____

Date: _____

Exhibit A

Issuing Fee Schedule

(as noted per contract Section IV.8)

Electronic License Sales and applicable fees can be found online at the Revisors Office.
(<https://www.revisor.mn.gov/>)

Minn. Stat. § 97A.485 – Most G&F licenses.
Minn. Stat. § 84.7945 – OHM Trail
Minn. Stat. § 84.8035 – ORV Trail
Minn. Stat. § 84.8205 – Snow Trail
Minn. Stat. § 84.9275 – ATV Trail
Minn. Stat. § 84.791 – Dup OHM Safety
Minn. Stat. § 84.86 – Dup Snow Training
Minn. Stat. § 84.925 – Dup ATV Safety
Minn. Stat. § 97B.025 – Dup Trapper Safety (Don't use)
Minn. Stat. § 97B.015 – Dup FAS
Minn. Stat. § 85.41 – X-C Ski
Minn. Stat. § 85.46 – Horse Pass

Minn. Stat. § 84.788 – OHM (Filing fee)
Minn. Stat. § 84.798 – ORV (Filing fee)
Minn. Stat. § 84.82 – Snow (Issuing fee)
Minn. Stat. § 84.922 – ATV (Filing fee)
Minn. Stat. § 86B.415 – Watercraft (Filing fee)
Minn. Stat. § 86B.870 – Watercraft Title (Filing fee)

Minn. Stat. § 84.027 Subd. 15 (a)

(4) charge and permit agents to charge a convenience fee not to exceed three percent of the cost of the license to individuals who use electronic bank cards for payment. An electronic licensing system agent charging a fee of individuals making an electronic bank card transaction in person must post a sign informing individuals of the fee. The sign must be near the point of payment, clearly visible, include the amount of the fee, and state: "License agents are allowed by state law to charge a fee not to exceed three percent of the cost of state licenses to persons who use electronic bank cards for payment. The fee is not required by state law.";

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
Health and Human Services On-Call Responsibilities: Request for Compensation Change		
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 06/25/2024	
Contact: Cassie Sassenberg Title: HHS Director	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Cassie Sassenberg Title: HHS Director	Attachments: ☐ Yes ☒ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Health and Human Services is required to provide intake for critical social services 24 hours a day. Social services staff are on-call from 4:30 p.m. to 8:00 a.m. on business days and 24 hours a day when the office is closed for weekends or holidays. Due to a statutory change in 2020, an additional layer of child protection-specific on-call was added to weekends and holidays. When on-call, our team members must respond immediately to phone contacts and be available for face-to-face contact within 60 minutes. Most after-hours requests relate to adult and child protection - ranging from brief phone calls to lengthy in-person interventions. Completing on-call tasks across social services programs is a complex set of responsibilities. Due to the exempt classification of our case management roles, compensation for on-call responsibilities is a daily stipend. The stipend not been been adjusted since 2020. Health and Human Services intends to update procedures to evaluate on-call pay on an annual basis as part of the existing budget process moving forward. However, at this time, Health and Human Services is requesting to increase the on-call stipend to \$60 per day and \$70 per holiday effective July 1, 2024.		
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 to adjust the HHS on-call stipend to \$60 per day and \$70 per holiday effective July 1, 2024.		
FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	Approx. \$10,038/year
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total Costs are projected prior to social services cost pool reimbursement.	

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
Position Request: Public Health Planner		
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 06/25/2024	
Contact: Cassie Sassenberg Title: HHS Director	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Cassie Sassenberg Title: HHS Director	Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: In the 2023 legislative session, community health boards were allocated ongoing, annual funding to strengthen local public health and meet foundational public health responsibilities. Community health boards were encouraged to examine the results of their cost and capacity assessment to determine priority areas to use the foundational funding. Using the results of our cost and capacity assessment, our local public health gaps are assessed to largely be in the accountability and performance management and assessment and surveillance capabilities set by the foundational public health responsibilities framework. The hiring of a public health planner would allow for us to more effectively gather information about the community health needs in our County, assess interventions, and engage community members. This position would also provide internal program evaluation and assist with grant writing and management.		
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 to hire the requested public health planner position.		
FISCAL IMPACT: NOT in current budget (Select One)	FUNDING County Dollars =	0
If "Other", specify	State (Select One)	\$98,818.11
FTE IMPACT: Increase FTE (Select One)	Total	
If "Increase or "Decrease" specify: 1 FTE for new hire		
Related Financial/FTE Comments:		

Position Request Form

SUBMIT THIS FORM WITH YOUR PRELIMINARY BUDGET

Position Title:	Public Health Planner
Department:	Health and Human Services
Requested by:	Cassandra Sassenberg
# of FTEs currently with this position classification:	0
# of additional hours requested annually:	

Please attach *typed* responses to the following questions. If you wish to include additional information, please attach it in a separated document.

1. Describe in detail the duties of this new/expanded position.

This position ensures that Nicollet County is making effective and efficient use of its Public Health resources and outreach efforts. Responsibilities include collaborating with internal staff and community partners to develop, promote, maintain, execute, and evaluate various plans and interventions that address our community's health needs. Specific activities include gathering and analyzing data, make recommendations based on data gathered, program evaluation, community engagement, and grant writing and management.

2. Has there been a change in your department/program that justifies the need for additional staff?

Yes. During the 2023 session, the Minnesota Legislature allocated community health boards a total of \$9,844,000 and tribes \$535,000 to fulfill Foundational Public Health Responsibilities (FPHR). This is ongoing, annual funding to strengthen local and tribal public health in Minnesota and is for foundational public health responsibilities. The foundational public health responsibilities are the unique responsibilities of governmental public health that define a minimum package of public health capabilities and programs that must be available in every community.

Community health boards were encouraged to examine the results of their cost and capacity assessment to determine priority areas for FPHR grant funding, a tool that highlighted gaps in foundational activities. Based on the results of the Nicollet County Cost and Capacity Assessment, our local public health team had the most gaps in meeting the Accountability and Performance Management and Assessment and Surveillance capabilities set by the FPHR Framework. This position would help address those gaps.

3. Could this position or its duties be shared with other employees of the department, or with employees of another department (Job Sharing)?

No. The existing public health team is currently at capacity.

4. Could a new process(es) of service delivery be implemented that is more efficient and thus reduce/eliminate the need for this additional staff (LEAN process)?

No.

5. Could filling this position be delayed? Explain.

FPHR funding has been made available recently and will be largely unspent unless this position is filled.

6. Is Nicollet County mandated to provide the services this position performs?

☒ Yes

☐ No

7. Why is it critical to the department that this position be filled?

Per statute, Governmental public health must carry out the foundational public health responsibilities to efficiently and effectively promote and protect the health of all people in Minnesota.

8. Describe the impact on the citizens of Nicollet County if this position is not filled.

Without this position, we will lack capacity in the following capabilities:

- Ability to collect timely and sufficient foundational data to guide public health planning and decision making.
- Ability to collect, access, analyze, interpret, and use data from a variety of sources including granular data and data disaggregated by geography (e.g., census tract, zip code), sub-populations, race, ethnicity, and other variables that fully describe the health and well-being of a community and the factors that influence health.
- Ability to conduct a collaborative community health assessment and identify health priorities arising from that assessment, including analysis of root causes of health disparities and inequities.
- Ability to maintain a performance management system to monitor achievement of organizational objectives.
- Ability to maintain a culture of quality and to use quality improvement tools and methods.

9. How would you measure success of this position?

Success will be measured using the annual FPHR assessment, which contains measurable objectives, using metrics established by the Public Health Accreditation Board.

10. How would you measure quality of work and quantity of work for this position?

One of the goals of this position is to develop a performance management system to measure our outcomes. We plan to develop measures for not only this position, but for all of our public health work.

11. If this position is added, who would be better off because of it?

The entire community will benefit. It is both a public and internal facing position that will create processes so we can ensure we are providing quality services and directing our efforts to the most pressing needs in our community.

12. Position cost and funding – complete the table below:

COST	AMOUNT
Annual Salary (<i>contact Finance</i>):	\$62,913.68
Payroll Tax (<i>contact Finance</i>):	\$4,812.90
Family Health/Dental/Savings Account/Life/Disability:	\$26,373
PERA (<i>contact Finance</i>):	\$4,718.53
TOTAL COST:	\$98,818.11

FUNDING	AMOUNT
Grant:	\$98,818.11
State:	\$0
Federal:	\$0
MCO, EW, AC, ECS Billing:	\$0
County	\$0
TOTAL:	\$98,818.11

Department Head Name: Cassandra Sassenberg **Date:** 06/18/2024

Department Head Signature: Cassandra Sassenberg

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:

June 10, 2024 Planning & Zoning Advisory Commission Meeting

Primary Originating Division/Dept.: PPSD -Property Services

Contact: John Zehnder

Title: Zoning Specialist

Amount of Time Requested: 5 minutes

Presenter: John Zehnder

Title: Zoning Specialist

Meeting Date: 06/25/2024

Item Type:
(Select One) Regular Agenda

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

PLN24-05: River Valley Enterprises LLC/ Lorentz and Sons Construction Inc, 3-year Mineral Extraction Conditional Use Permit renewal to mine, crush, process, and stockpile gravel.

The Planning Commission recommended approval with staff recommended conditions.

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)

FTE IMPACT: No FTE change
(Select One)

Total:

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:



PLANNING COMMISSION REGULAR MONTHLY MEETING MINUTES

JUNE 10, 2024	7:30 P.M.	E.O.C. CONFERENCE ROOM
----------------------	------------------	-------------------------------

ROLL CALL	COMMISSIONERS PRESENT	COMMISSIONERS ABSENT EXCUSED	NICOLLET COUNTY STAFF PRESENT
	☒ Lloyd Hoffmann ☒ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☒ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☒ Kurt Zins, <i>Commissioner</i>	☒ Spencer Crawford, Zoning Specialist (ZS) ☒ John Zehnder, Zoning Specialist (ZS) ☒ Michelle Zehnder Fischer, County Attorney (CA) ☒ Other Staff: Crystal Madden, Recording Secretary ☐ Other Staff:

REVIEW OF CANCELLATIONS & ADDITIONS	None.
--	-------

APPROVAL OF APRIL 15, 2024 MINUTES	MOTION	SECOND
APPROVE	☒ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
VOTE TO APPROVE MINUTES	☒ PASS ☐ FAIL	VOTE: 4 - 0

PUBLIC APPEARANCES	None.
---------------------------	-------

CONDITIONAL USE PUBLIC HEARINGS	
PLN24-05	APPLICANT/LANDOWNER: Andrew Lorentz with W. Lorentz and Sons Construction Inc. / River Valley Enterprises, LLC
DESCRIPTION OF REQUEST	Three (3) year review of their Conditional Use Permit to mine, crush, and stockpile gravel in the Agricultural Preservation and Conservancy Zoning District. PID: 04.309.0710
CONFLICT OF INTEREST	None.
SITE VISIT & PUBLIC CONTACT	Commissioners Laven & Chair Ubel visited the site. On 6/10/2024, Marvin Drill located at 52805 560th Street, Courtland contacted Chair Ubel via telephone to ask when the power lines will be moved during this project.
STAFF REPORT PRESENTED BY	ZS Zehnder
APPLICANT TESTIMONY	Present to represent the application was Andrew Lorentz with W. Lorentz and Sons Construction Inc. located at 125 Kingswood Drive, Mankato.
PUBLIC TESTIMONY	No one was present to provide public testimony. No other correspondence was received.
COMMISSIONER DISCUSSION	Further discussion between the Applicant, Commission, and Staff took place. Mr. Lorentz stated he understood and agreed to abide by the listed conditions of the permit.

COMMISSION ACTION - MOTION	MOTION	SECOND
RECOMMEND APPROVAL with conditions, as recommended by Staff	☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
COMMISSION ACTION – VOTE ON MOTION		
RECOMMEND APPROVAL with conditions, as recommended by Staff	☒ PASS ☐ FAIL	VOTE: 4 - 0
COMMISSION ACTION – ADOPT FINDINGS	MOTION	SECOND
ADOPT THE FINDINGS OF THE FACT AS STATED	☒ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
VOTE TO ADOPT THE FINDINGS OF FACT	☒ PASS ☐ FAIL	VOTE: 4 – 0

CONDITIONAL USE PUBLIC HEARINGS

PLN24-08	APPLICANT/LANDOWNER: Mark Seamon with Wolf River Electric Company LLC / Shane & Kimberly J. Wernsing	
DESCRIPTION OF REQUEST	After-the-fact request for a Conditional Use Permit to allow a 41,080-kW large solar energy system covering 2,288 square feet of land located in the Agricultural Preservation and Conservancy Zoning District. PID: 10.301.1300	
CONFLICT OF INTEREST	None.	
SITE VISIT & PUBLIC CONTACT	No Commissioner visited the site. There was no contact with Commissioners from members of the public.	
STAFF REPORT PRESENTED BY	ZS Zehnder	
APPLICANT TESTIMONY	Present to represent the application was Mark Seamon - Project Manager, and Cody Rossmann - Senior Project Manager with Wolf River Electric Company located at 101 Isanti Parkway Northeast, Suite G, Isanti.	
PUBLIC TESTIMONY	No one was present to provide public testimony. No other correspondence was received.	
COMMISSIONER DISCUSSION	Further discussion between the Applicants, Commission, and Staff took place. CA Zehnder-Fisher commented that a formal decommission plan is required per the Nicollet County Renewable Energy Ordinance. ZS Zehnder responded that condition #12 requests the submission of a formal decommission plan by July 8, 2024. The Commission discussed the possibility of requiring a bond.	
HEARING RECESS	The meeting recessed at 8:31 PM and reconvened at 8:35 PM.	
60-DAY WAIVER	Mr. Rossmann, Sr. Project Manager, signed a 60-Day Waiver allowing Wolf River Electric LLC time to submit a formal decommissioning plan and cost estimate to the County.	
COMMISSION ACTION - MOTION	MOTION	SECOND
Continue the hearing on July 15, 2024	☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>

COMMISSION ACTION – VOTE ON MOTION			
Continue the hearing on July 15, 2024	☒ PASS	☐ FAIL	VOTE: 4 - 0

ADDITIONAL ITEMS			
REVIEW ZONING PERMITS	The Commission had no questions for Staff.		
OLD BUSINESS	None.		
OTHER BUSINESS	Member Laven inquired about aggregate tax, and CA Zehnder-Fischer recommended the Planning Commission members individually reach out to Property & Public Services Director Kopet for more information.		
COMMUNICATIONS	None.		
ADJOURN MEETING	MOTION		SECOND
08:40 PM	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>		☒ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
VOTE TO ADJOURN MEETING	☒ CARRIED	☐ FAILED	VOTE: 4 – 0

JOHN ZEHNDER, ZONING SPECIALIST		DATE	7/15/2024
DAVE UBEL, CHAIR		DATE	7/15/2024

PLANNING & ZONING COMMISSION AGENDA

Date: June 10, 2024

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

Location: Emergency Operations Center - Government Center, 501 S. Minnesota Avenue, St. Peter

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

Questions or comments regarding the meeting can be directed to the Nicollet County Property Services Department by calling 507-934-7070, or by email to niccopermitapps@co.nicollet.mn.us.

1. Call to Order
2. Roll Call
3. Silence Your Cell Phone
4. Review of Cancellations and Additions
5. Approval of Minutes: *April 15, 2024*
6. Public Appearances
7. **PUBLIC HEARING: PLN24-05**
 - Applicant: Andrew Lorentz of Lorentz Construction
 - Landowner: River Valley Enterprises LLC
 - Request: 3-year Mineral Extraction Conditional Use Permit renewal
 - Location: Part of the Western ½ of the Northwest ¼, Section 09-109-29, Courtland Township
 - Parcel Number: 04.309.0710
8. **PUBLIC HEARING: PLN24-08**
 - Applicant: Mark Seamon of Wolf River Electric Company
 - Landowner: Shane & Kimberly J. Wernsing
 - Request: After-the-fact Conditional Use Permit for Large Solar Energy System
 - Location: Part of the Southwest ¼ of the Southwest ¼, Section 01-109-27, Oshawa Township
 - Parcel Number: 10.301.1300
9. Review Permits
10. Old Business
11. Other Business
12. Communications
13. Adjourn

Mission Statement

Providing efficient
services with innovation
and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

PLANNING COMMISSION REGULAR MONTHLY MEETING MINUTES

APRIL 15, 2024	7:29 PM	E.O.C. CONFERENCE ROOM
-----------------------	----------------	-------------------------------

ROLL CALL	COMMISSIONERS PRESENT	COMMISSIONERS ABSENT EXCUSED	NICOLLET COUNTY STAFF PRESENT
	☒ Lloyd Hoffmann ☒ Justin Laven ☒ Randy Schwab ☒ Jon Thoreson, <i>Vice Chair</i> ☒ Dave Ubel, <i>Chair</i> ☒ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☒ Spencer Crawford, Zoning Specialist (ZS) ☒ John Zehnder, Zoning Specialist (ZS) ☒ Michelle Zehnder-Fischer, County Attorney (CA) ☒ Crystal Madden, Recording Secretary ☒ Other Staff: Shana Jackson, County Assessor

REVIEW OF CANCELLATIONS & ADDITIONS	None.
--	-------

APPROVAL OF FEBRUARY 26, 2024 MINUTES	MOTION	SECOND
APPROVE	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
VOTE TO APPROVE MINUTES	☒ PASS	☐ FAIL VOTE: 6 - 0

PUBLIC APPEARANCES	None.
---------------------------	-------

CONDITIONAL USE PUBLIC HEARINGS	
PLN24-07	APPLICANT/LANDOWNER: Willis Walter
DESCRIPTION OF REQUEST	Three-year Mineral Extraction Conditional Use Permit renewal PID: 12.105.0200
CONFLICT OF INTEREST	None.
SITE VISIT & PUBLIC CONTACT	No Commissioner visited the site. There was no contact with Commissioners from members of the public.
STAFF REPORT PRESENTED BY	ZS Crawford
APPLICANT TESTIMONY	Present to represent the application was Willis Walter located at 40512 County Road 20, St. Peter.
PUBLIC TESTIMONY	No one was present to provide public testimony. No other correspondence was received.
COMMISSIONER DISCUSSION	Further discussion between the Applicant, Commission, and Staff took place. CA Zehnder-Fischer recommended Walter reach out to the Nicollet County Engineer, Seth Greenwood, and Staff concerning a ditch answer.

COMMISSION ACTION – MOTION	MOTION		SECOND
RECOMMEND DENIAL of the Conditional Use request	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>		☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
COMMISSION ACTION – VOTE ON MOTION			
RECOMMEND DENIAL of the Conditional Use request	☐ PASS	☒ FAIL	VOTE: 3 - 3
COMMISSIONER DISCUSSION	Discussion between the Applicant, Commission, and Staff took place. The Board further discussed a potential motion to continue or approve the request. CA Zehnder-Fischer recommended a motion to revisit Findings of Fact Criteria #5.		
COMMISSION ACTION – MOTION 2	MOTION		SECOND
Revisit Findings of Fact Criteria #5	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☒ Kurt Zins, <i>Commissioner</i>		☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
COMMISSION ACTION – VOTE ON MOTION 2			
Revisit Findings of Fact Criteria #5	☒ PASS	☐ FAIL	VOTE: 5 - 1

MEETING RECESS	A ten (10) minute meeting recess took place and the meeting resumed at 9:43 P.M.
AMENDED CONDITION #9	Amendment of Condition #9: The Applicant shall obtain a professional engineer determination of the fill needed to bring the property into compliance with the setbacks. Based upon ~~that~~ opinion, the Applicant shall demonstrate to County Staff a minimum of 20% compliance per year toward meeting the terms set forth in the variance denial of PLN20-31. The Applicant shall pay for the professional engineering costs, and the costs to verify progress toward compliance.

COMMISSION ACTION – MOTION 3	MOTION		SECOND
RECOMMEND APPROVAL with conditions, as amended	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>		☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
COMMISSION ACTION – VOTE ON MOTION 3			
RECOMMEND APPROVAL with conditions, as amended	☒ PASS	☐ FAIL	VOTE: 6 - 0
COMMISSION ACTION – ADOPT FINDINGS	MOTION		SECOND
ADOPT THE FINDINGS OF THE FACT AS STATED	☒ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>		☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
VOTE TO ADOPT THE FINDINGS OF FACT	☒ PASS	☐ FAIL	VOTE: 6 – 0

ADDITIONAL ITEMS			
REVIEW ZONING PERMITS	The Commission had no questions for Staff.		
OLD BUSINESS	ZA Crawford stated he is working on the accessory dwelling unit report for presentation at the next scheduled meeting.		
OTHER BUSINESS	Chair Ubel mentioned concerns about road damage from a gravel pit in Courtland Township.		
COMMUNICATIONS	None.		
ADJOURN MEETING	MOTION		SECOND
9:55 PM	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>		☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
VOTE TO ADJOURN MEETING	☒ CARRIED	☐ FAILED	VOTE: 6 – 0
SPENCER CRAWFORD, ZONING SPECIALIST	<i>Spencer Crawford</i>		DATE 6/10/2024
DAVE UBEL, CHAIR	<i>Dave Ubel</i>		DATE 6/10/2024



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

Name of Applicant Andrew Lorentz with W. Lorentz & Sons **Hearing** 6/10/2024
Construction Inc.

Property Owner River Valley Enterprises **BOC Meeting** 6/25/2024
File PLN24-05 **Parcel ID** 04.309.0710

Use Request A three (3) year review of their Conditional Use Permit to mine, crush, and stockpile gravel

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.

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	This is a typical mining operation, and the request is a permitted use within the Agricultural Preservation and Conservancy Zoning District.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Jon Thoreson	☐	☐	☐	☒	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☐	☐	☐	☒	

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

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The mining pit has direct access to County Road 25, which is a ten (10) ton road. The operation has an adequate approach designed by a county engineer.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Jon Thoreson	☐	☐	☐	☒	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☐	☐	☐	☒	

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

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The facility is partially screened, adjacent to another mining operation, and is typical of other mines in the area.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Jon Thoreson	☐	☐	☐	☒	

Dave Ubel	☒	☐	☐	☐
Kurt Zins	☐	☐	☐	☒

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

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The operation is partially screened from the road and is typical of other mining operations located in the area.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Jon Thoreson	☐	☐	☐	☒	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☐	☐	☐	☒	

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

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The requested use appears to meet the standards within Section 505 of the Nicollet County Zoning Ordinance.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Jon Thoreson	☐	☐	☐	☒	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☐	☐	☐	☒	

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

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The aggregate industry provides vital jobs for residents and revenue for local businesses.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	There is a reclamation plan on file with a proposed end-use of wildlife habitat and cropland. The request meets all the principals of the County's Comprehensive Plan.
Jon Thoreson	☐	☐	☐	☒	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☐	☐	☐	☒	

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

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The requested use is typical of other mining operations in the County. The operation will use water to control dust and is partially screened by berms. No blasting will occur on site.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	The requested use is typical of other mining operations in the County. The operation will use water to control dust and is partially screened by berms. No blasting will occur on site.
Jon Thoreson	☐	☐	☐	☒	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☐	☐	☐	☒	

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

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The request is an existing mine in the County.
Justin Laven	☒	☐	☐	☐	There are five (5) other mines located within a

Randy Schwab	☒	☐	☐	☐	one (1) mile radius of the mining operation.
Jon Thoreson	☐	☐	☐	☒	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☐	☐	☐	☒	

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

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	The proposal meets all State and County standards. The operation has all the proper Minnesota Pollution Control Agency water discharge permits. This operation appears to be a typical mine in the County.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Jon Thoreson	☐	☐	☐	☒	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☐	☐	☐	☒	

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

COMMISSIONER	YES	NO	ABSTAIN	ABSENT	REASON
Lloyd Hoffmann	☒	☐	☐	☐	No apparent adverse effects on public health, safety, and welfare are expected.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
Jon Thoreson	☐	☐	☐	☒	
Dave Ubel	☒	☐	☐	☐	
Kurt Zins	☐	☐	☐	☒	

THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION

☒ RECOMMENDS APPROVAL OF REQUEST ☐ RECOMMENDS DENIAL OF REQUEST

THIS DECISION WAS BASED UPON

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

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: 6/14/2024 Chair: Dave Ubel

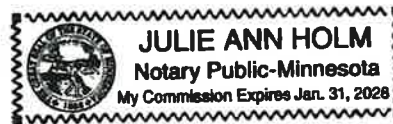
**STATE OF MINNESOTA
COUNTY OF NICOLLET**

The foregoing instrument was acknowledged before me this 14th day of
June 2024, by Julie Holm.



SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (or other title or rank)





CONDITIONAL USE PERMIT

MINERAL EXTRACTION PERMIT RENEWAL

**W. Lorentz & Sons Construction /
River Valley Enterprises LLC**

PLN24-05

**NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION**

SUBJECT	Conditional Use Permit PLN24-05
APPLICANT	Andrew Lorentz with W. Lorentz and Sons Construction Inc.
LANDOWNER	River Valley Enterprises, LLC
LOCATION	Part of the West ½ of the Northwest ¼ of Section 9-109-29 in Courtland Township
PARCEL NO	04.309.0710
EXISTING ZONING	Agricultural Preservation & Conservancy
HEARING DATE	06/10/24
COUNTY BOARD DATE	06/25/24
60 DAYS FROM REQUEST	07/08/24

REQUEST

The Applicant is requesting a three (3) year review of their Conditional Use Permit to mine, crush, and stockpile gravel.

ORDINANCE

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

EXISTING LAND USE

The 20.10-acre property is situated in the Minnesota River valley and contains a gravel pit and farmland. The gravel pit stretches from north to south along the eastern side of the property while the remaining farmland lies in the western half.

SURROUNDING LAND USE

The surrounding land use is a mix of agricultural, industrial, and residential. The property is approximately 525 feet east of the City of Courtland. However, the portion of the City that is closest to the property is used for industrial purposes. The nearest Courtland residential dwelling is 1,201 feet to the southwest.

Outside the city, the surrounding area has a number of gravel pits, as well as occasional home sites. The Ulland Pit No.1 is located directly to the west and the Drill pit is located directly to the southeast. Both pits are actively being used for mineral extraction. The nearest rural dwelling is located on an adjoining property immediately to the southwest. However, this home belongs to the same family that owns River Valley Enterprises, LCC. The next nearest rural dwelling is located 1,115 feet to the northeast.

PROJECT DESCRIPTION

Operations:

The property contains 20.10 acres, with 12.88 used for active mining purposes and 7.22 reserved for future mining phases. The pit was first permitted in 2021 and the Applicant states that in the past three (3) years they have removed 17,914.93 tons of material. The southernmost part of the active mining area had already been mined as part of the neighboring Drill pit and now serves as a materials storage area.

Operations include mining, crushing, stockpiling, and processing materials. Mining is carried out by end-loaders, scrapers, and excavators, while crushing is carried out by mobile temporary equipment. Mining will not occur in phases, but rather by continuous expansion to the west.

Access:

The site has direct access from the north via County Road 25, which was granted by Nicollet County Public Works on June 23rd, 2021.

Appearance:

The Applicant has constructed two berms seeded with grass to screen the property. One lies along the eastern edge of the property, while the other runs along the northern and western sides. The combination of the berms and sloping topography helps screen the mine from County Road 25. The site is not visible from the Minnesota River.

The Applicant has proposed mining up to the western property line adjacent to the Ulland Pit No. 1. Prior to this occurring, the Applicant would be required to submit verification from the adjacent land owner that states the Applicant is allowed to mine into the setback. If no agreement is reached, the 50-foot setback must be maintained.

Blasting:

No blasting occurs onsite.

Dust, Noise, and Odor Control:

The facility is ringed with berms to help control dust and noise. When needed, water is used to control dust on haul roads.

Hours of Operation:

The operation adheres to standard hours of operation, which are 7 a.m. to 7 p.m., Monday through Saturday. Operations outside of these hours require a separate conditional use permit. Exceptions to the permitted hours require approval from the Property Services Department and must pertain to operations of public interest that cannot occur during normal hours of operation.

Reclamation Plan:

The Applicant has submitted a reclamation plan. The proposed end use is wildlife habitat (grassland) or agricultural cropland. The plan proposes the removal of surrounding berms, regrading of pit walls to a three-to-one slope, and the creation of a pond at the pit's lowest point.

Setbacks:

The proposal meets all applicable setbacks for mineral extraction. There is a dwelling located on an adjoining property immediately southwest of the site. This structure is within the 500' residential setback for mineral extraction. However, the dwelling is owned by the owners of River Valley Enterprises. As such, the residential setback does not apply to this dwelling. The second closest dwelling is located more than 1,115 feet northeast of the proposed facility.

Setback	Required	Existing
Property Line	50'	65'
Right of Way	100'	140'
Neighboring Dwelling	500'	1,115'

Water:

The Applicant does not wash aggregate material and does not pump any water at the site. Rainfall in the pit drains to the lowest point of the mine where it can percolate naturally.

Waste Disposal:

As the site's equipment is temporary, no hazardous substances are stored on site.

Bond:

Per Section 724.2(4) of the Nicollet County Zoning Ordinance, the Applicant must maintain a bond in the amount of at least \$5,000 per actively-mined and un-reclaimed acre. It must be valid for a period of not less than one year beyond the expiration date of the permit.

MINNESOTA POLLUTION CONTROL AGENCY STANDARDS

The Applicant holds a Nonmetallic Mining (MNG49) General Permit that was renewed on May 10, 2024.

NEIGHBOR NOTIFICATION

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

CONDITIONAL USE PERMIT CRITERIA

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

- Mineral extraction is a conditionally permitted use in the Agricultural Preservation and

Conservancy zoning districts.

- The mine operation is typical of other mining operations within the County.
- The operation meets Sections 602.3, 603.3, and 724 of the Zoning Ordinance for mines in the Agricultural Preservation and Conservancy zoning districts.
- The pit must follow all local, state, and federal standards, including those from the Minnesota Pollution Control Agency.

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

- The existing infrastructure appears to be suited for mining operations.
- The size and function of the facility is not unreasonable for the location.
- The pit is accessed via County Road 25, which is a 10-ton road.
- Unreasonable utility usage does not occur.

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

- The facility is partially screened by two berms, as well as its topographic situation.
- The surrounding land use is predominantly agricultural, industrial, and natural environment.
- The mine is an existing land use as this is a permit renewal rather than new application.
- There are five other mines within one mile of the site.
- The Applicant has submitted a reclamation plan.

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

- The operation appears to be typical for mines within the county.
- The mine is partially screened from County Road 25 by two berms, as well as topography.
- Within one mile of the site there are five other mines.

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

- The mine meets the applicable standards and requirements found in Sections 602, 603, and 724 of the Zoning Ordinance for mining operations in the Agricultural Preservation and Conservancy zoning districts.
- The request appears to meet the standards of Section 505 of the Zoning Ordinance, pertaining to the approval and issuance of conditional use permits.

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

- The Applicant has submitted a reclamation plan. The proposed end use is wildlife habitat or cropland.
 - The Comprehensive Plan states that the aggregate industry provides vital jobs for residents and revenue for local businesses.
 - The Comprehensive Plan states that Nicollet County will continue to work with aggregate businesses, such as this one, to ensure that these operations can continue in a sustainable and environmentally friendly manner.
- 7. The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners.**
- The Applicant applies water to control dust.
 - The mine is screened by two berms, as well as topography.
 - No blasting occurs on site.
- 8. The requested use is reasonably related to the existing land use and environment.**
- The mine is located in the Agricultural Preservation and Conservancy zoning districts, which allow mining as a conditional use.
 - The mine is an existing land use as it has been in operation for three (3) years.
 - There are five other mines within one mile of the site. The request does not increase the potential for land use conflict as the site is surrounded largely by agricultural, industrial, and natural environment land uses.
 - The facility meets all applicable setbacks.
- 9. There are no apparent unreasonable health risks posed to neighbors or the public in general.**
- The proposal meets the applicable county and state standards for mining operations.
 - The mine is an existing land use as it has been in operation for three (3) years.
 - The operation appears to be typical for mines within the county.
 - The mine uses water to treat dust
- 10. The requested use will/will not have an adverse effect upon public health, safety, and welfare due to the following other factors:**
- The request is a renewal, which does not appear to present any adverse effects to public, health, safety, and welfare.

RECOMMENDATIONS

Staff suggests that if the request is recommended for approval, the following conditions be attached:

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 ensure compliance with the permit and permit conditions.
3. The county may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
4. The conditional use permit to mine, crush, wash, process, and stockpile quartzite rock must be reviewed on a three (3) year basis (renewal required in May of 2027).
5. The Applicant shall conduct mining and extraction operations between 7 a.m. to 7 p.m., except with prior approval from the Property Services Department for operations of public interest that cannot occur during normal hours of operation.
6. Any increase in active mining areas will require an additional/amended bond covering the additional acreage to be submitted to Property Services.
7. A continuation certificate of the bond shall be sent to Property Services with no lapse in time during the course of this permit.
8. The Applicant shall maintain a Nonmetallic Mining (MNG49) General Permit with the MPCA for the duration of their conditional use permit.
9. The Applicant shall maintain a bond or letter of credit in the amount of \$5,000 per actively mined but not yet reclaimed acre.
10. If consent is received from neighboring property owners allowing for mining to occur up to the property line, a signed copy of the written consent agreement shall be submitted to the Zoning Administrator.
11. Dust control measures shall be implemented, as needed.

Applicant: Andrew Lorentz
Landowner: River Valley Enterprises, LLC

PLN24-05

ATTACHMENT A	Application
ATTACHMENT B	Location Map
ATTACHMENT C	Site Map
ATTACHMENT D	Site Photographs
ATTACHMENT E	Submitted by Applicant
	E.1 Site Plan
	E.2 Reclamation Plan
	E.3 Access Permit
	E.4 MPCA Permit
ATTACHMENT F	Neighbor Notification List
ATTACHMENT G	Criteria for Conditional Use Permit



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

PLANNING & ZONING ADVISORY COMMISSION APPLICATION

TOTAL FEES: \$496.00

Parcel#: 04.309.0710
Permit#: PLN24-05
Date: 5/3/2024

Applicant: Lorentz Construction
Telephone: 507 388 4182
Owner: RIVER VALLEY ENTERPRISES LLC
Property Address: 52631 475TH ST, COURTLAND, MN 56021
Abbreviated Legal Description: SW NW 9 109 29
Township: Courtland Township
Zoning District(s): AGRICULTURAL
Hearing Date:

Record Type: Conditional Use Permit
Subtype: Renewal
Category: Other
Description: Mineral Extraction renewal

ATTACHMENT A
Application

Copies of the meeting agenda and packet are available on the Nicollet County website: co.nicollet.mn.us/AgendaCenter

Questions regarding the hearing can be directed to: John Zehnder
john.zehnder@co.nicollet.mn.us
507-934-7076

Andrew Lorentz
Andrew Lorentz (May 9, 2024 14:49 CDT)
APPLICANT SIGNATURE

May 9, 2024
DATE

John Zehnder
PROPERTY SERVICES

5/9/24
DATE

PLN24-05 Permit Receipt Invoice

Final Audit Report

2024-05-09

Created:	2024-05-09
By:	John Zehnder (John.Zehnder@co.nicollet.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR1ggA-0H0aoyvryWWVGliw9-BwbjgIE

"PLN24-05 Permit Receipt Invoice" History



Document created by John Zehnder (John.Zehnder@co.nicollet.mn.us)

2024-05-09 - 6:49:35 PM GMT - IP address: 151.111.52.1



Document emailed to andrew@wlorentzco.com for signature

2024-05-09 - 6:49:52 PM GMT



Email viewed by andrew@wlorentzco.com

2024-05-09 - 7:39:34 PM GMT - IP address: 3.80.89.126



Signer andrew@wlorentzco.com entered name at signing as Andrew Lorentz

2024-05-09 - 7:49:03 PM GMT - IP address: 68.232.241.174



Document e-signed by Andrew Lorentz (andrew@wlorentzco.com)

Signature Date: 2024-05-09 - 7:49:05 PM GMT - Time Source: server- IP address: 68.232.241.174

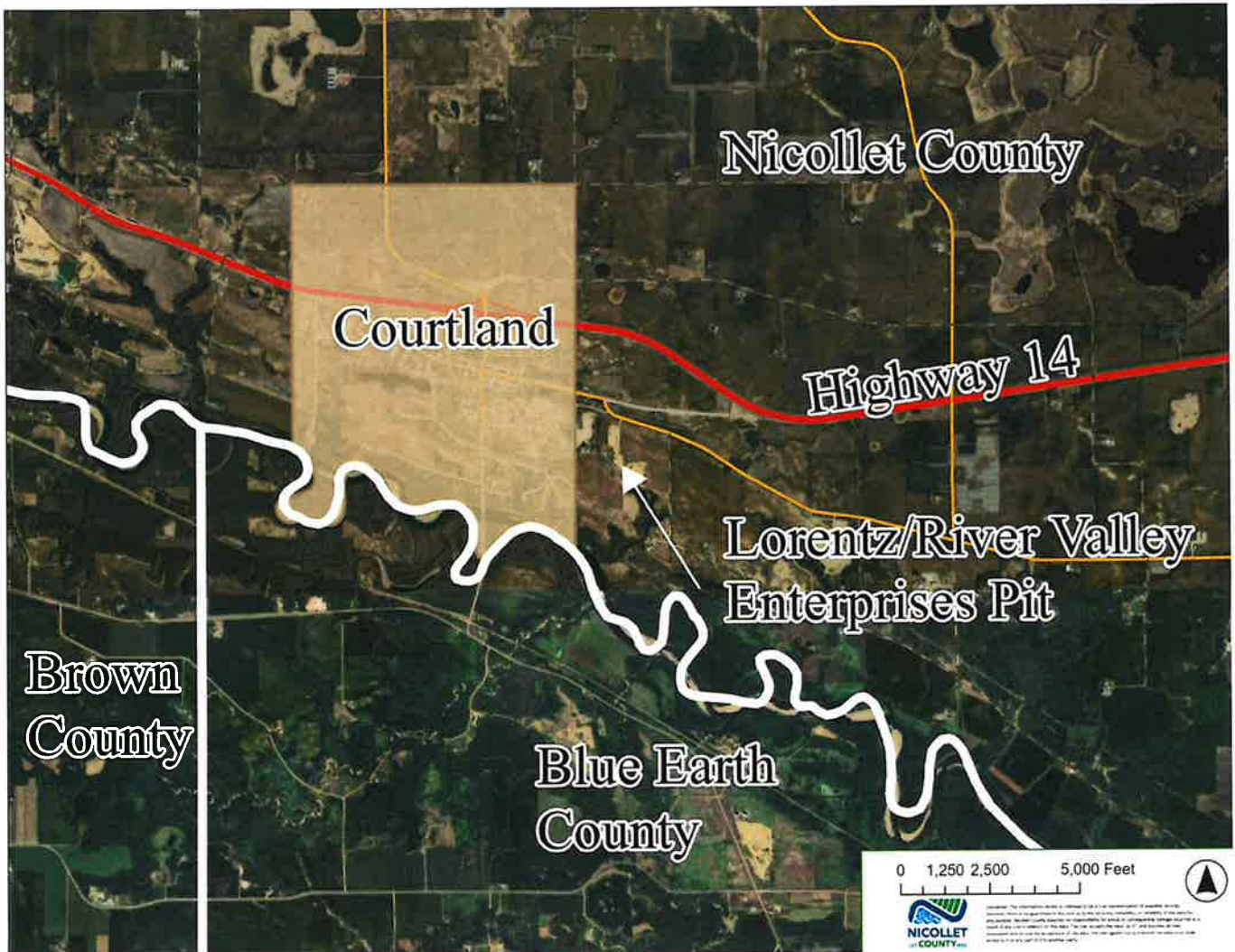


Agreement completed.

2024-05-09 - 7:49:05 PM GMT



Adobe Acrobat Sign



ATTACHMENT B
Location Map



ATTACHMENT C
Site Map



ATTACHMENT D
Site Photographs





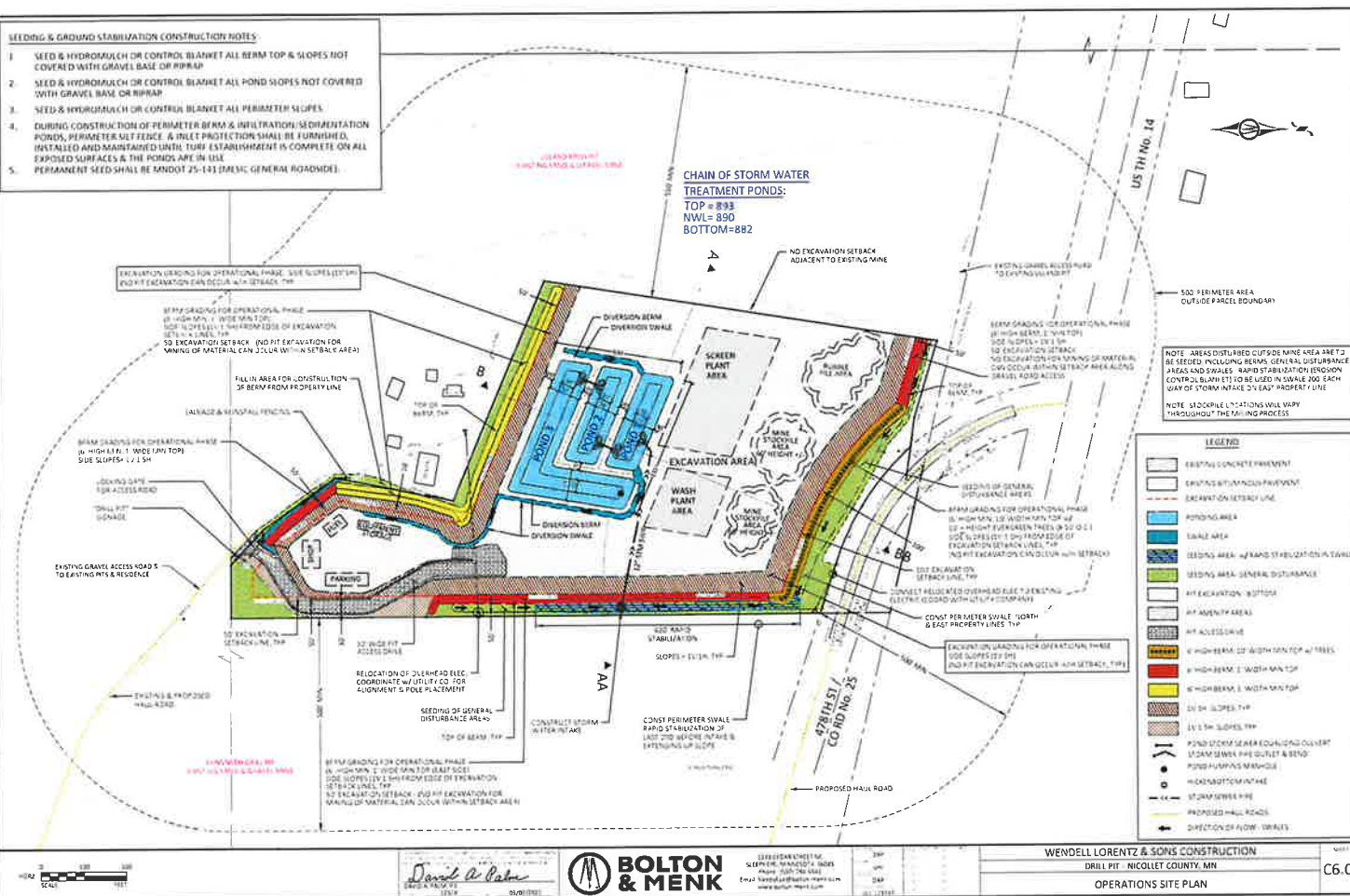
1. SEED & HYDROMULCH OR CONTROL BLANKET ALL BEAM TOP & SLOPES NOT COVERED WITH GRAVEL BASE OR RIPRAP
2. SEED & HYDROMULCH OR CONTROL BLANKET ALL POND SLOPES NOT COVERED WITH GRAVEL BASE OR RIPRAP
3. SEED & HYDROMULCH OR CONTROL BLANKET ALL PERIMETER SLOPES
4. DURING CONSTRUCTION OF PERIMETER BEAM & INFILTRATION (SEDIMENTATION POND), PERIMETER SILT FENCE & INLET PROTECTION SHALL BE FURNISHED, INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION. FURNISHMENT IS COMPLETE ON ALL EXPOSED SURFACES & THE PONDS ARE IN USE.
5. PERMANENT SEED SHALL BE RM200T 25-143 (SEE GENERAL REQUIREMENTS)

CHAIN OF STORM WATER
TREATMENT PONDS:
TOP = 893
NWL= 890
BOTTOM=882

NO EXCAVATION SETBACK

NOTE: AREAS DISTURBED OUTSIDE MINE AREA ARE TO BE SEEDING, INCLUDING BERMS, GENERAL DISTURBANCE AREAS AND SWALES. RAPID STABILIZATION (EROSION CONTROL BLANKET) TO BE USED IN SWALE 200' EACH WAY OF STORM INTAKE ON EAST PROPERTY LINE.

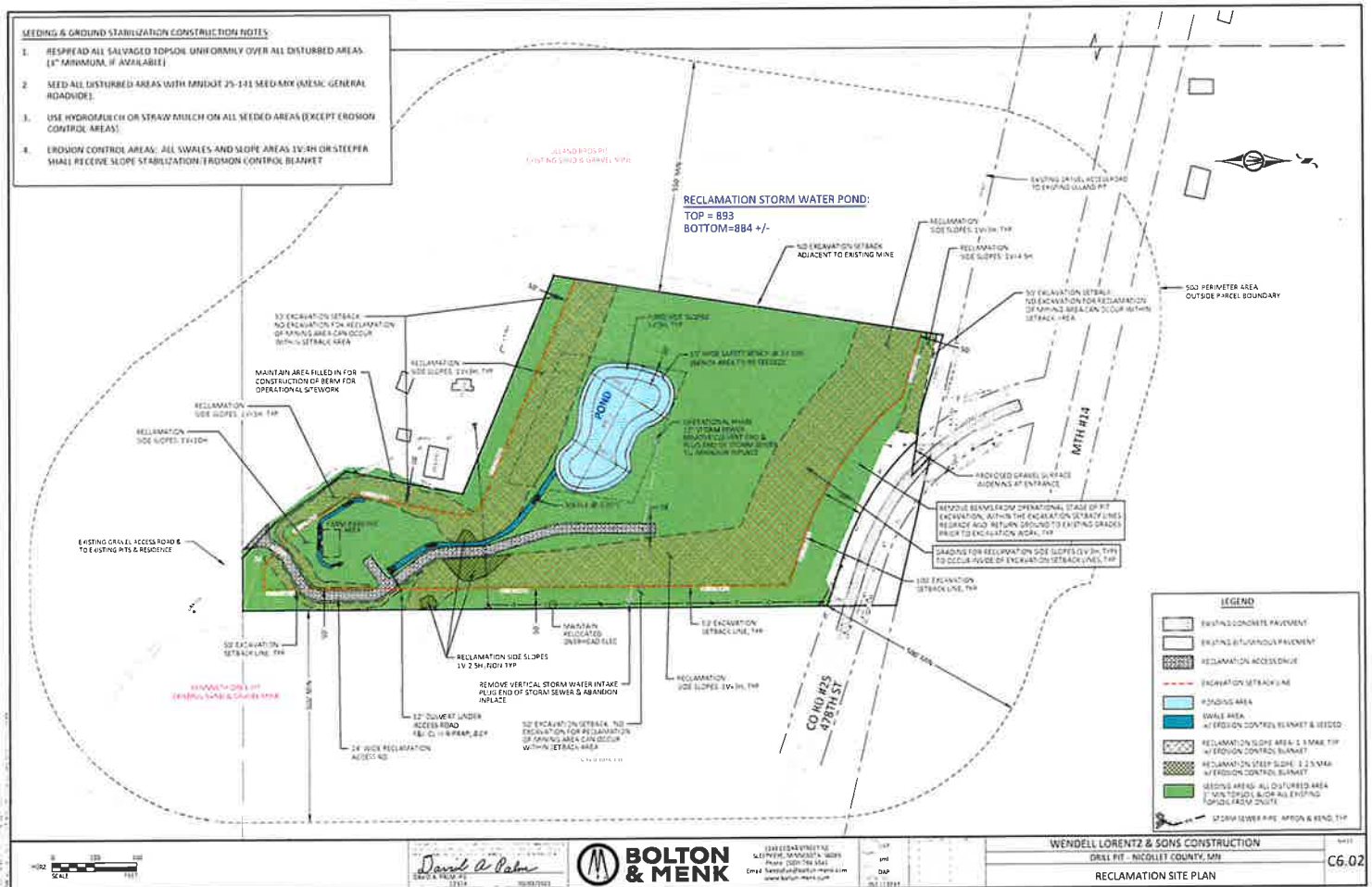
NOTE: STOCKPILE LOCATIONS WILL VARY THROUGHOUT THE MILLING PROCESS



WENDELL LORENTZ & SONS CONSTRUCTION
DRILL PIT NICOLLET COUNTY, MN
OPERATIONS SITE PLAN

C6.01

1. RESEED ALL UNPLANTED TOPSOIL UNIFORMLY OVER ALL DISTURBED AREAS (AT MINIMUM, IF AVAILABLE)
2. SEED ALL DISTURBED AREAS WITH MINIST 25-131 SEED MIX (MISC. GENERAL ROADSIDE)
3. USE HYDROSEEDING OR STRAW MULCH ON ALL SEEDED AREAS (EXCEPT EROSION CONTROL AREAS)
4. EROSION CONTROL AREAS: ALL SWALES AND SLOPE AREAS 1:1 SH OR STEEPER SHALL RECEIVE SLOPE STABILIZATION FROM EROSION CONTROL BLANKET



Part of Permit A21-2



Nicollet County Public Works Department

Highway Field Entrances/Conversion of Use

Application to Convert a Farm-Field Entrance to any Higher Traffic Use

(Please note: this is NOT a permit for access construction or reconstruction)

Highway No.: 25

Location Description: 04.309,0710 Quarter of Section 09, T109 N-R029 W

Approximate Location from known intersection: 730 ft.

Applicant's Name: W Lorentz & Sons Construction, Inc.

Applicant's Current Address: PO Box 847

Mankato, MN 56002

Applicant's Phone No.: (507) 388-4182

Applicant's Signature: [Signature]

Date: 6-7-2021

Public Works Department Review and Comments:

Approved for conversion: [Signature] Date 6-23-2021
(signature)

Cannot be converted: _____ Date _____
(signature)

Comments: Applicant must submit a Nicollet County "Application for Access Driveway Permit" as additional modifications

are required at this farm/field entrance.

NCPD to submit the completed form to Property Services prior to the issuance of any land use authorization that involves using an in-place field entrance for access to & from a roadway of Nicollet County jurisdiction. Approved conversion must be implemented within one year or this form is VOID.

ATTACHMENT E.3
Access Permit

Nicollet County Highway Department
1700 Sunrise Drive St. Peter, MN 56082
Phone 507-931-1760 Fax 507-931-6978
Application for Access Driveway Permit #A21-2

Name of Applicant W Lorentz & Sons Construction, Inc.
Address PO Box 847 Mantato MN 56002
Phone (507) 388-9182
Name of Property Owner River Valley Enterprises LLC
Address 506th St Courtland MN 56001
Phone (507) 766-4453
Road Number 25 Township 109
Section 09, Range 029
Location/description of proposed driveway

Existing Farm - Field Entrance Approx. 730ft. from Hwy 14 intersection
Number of present driveways to the property 1 (via unrecorded prescriptive easement)
Date proposed driveway will be needed ASAP

I, the undersigned, shall indemnify & save harmless the County of Nicollet, its officers & employees from all suits, actions & claims of any character brought because of injuries or damages received or sustained by any person, persons or property on account of the operations of said driveway construction; or on account of or in consequence of any neglect in safeguarding the work; the work, operations or activities being inclusive of, but not limited to the construction of this driveway culvert & the construction of the driveway.

I, the undersigned, herewith make application for permission to construct the above access driveway in conformance with the below requirements of Nicollet County, as well as, any special provisions included in the permit. It is agreed that no work will be started until the permit is issued & that all work will be done to the satisfaction of the Nicollet County Highway Engineer.

[Signature]
Signature of Applicant

6-7-2021
Date

AUTHORIZATION NOT COMPLETE UNTIL SIGNED BY COUNTY ENGINEER

1. No work under this application is to be started until application is approved & the permit issued.
2. Where work on traveled roadway is necessary, traffic must be protected: flags, flares & proper barricades must be placed in accordance with the standards of the MN Dept. of Transportation.
3. No foreign material such as dirt, gravel or bituminous material shall be left or deposited on the road during the construction of driveway or installation of drainage facilities.
4. Roadside must be cleaned up after work is completed.
5. After driveway construction is completed, the permit holder shall notify the County Engineer's office that the work has been completed & is ready for final inspection & approval by the County Highway Department.
6. No changes or alterations in entrances may be made at any time without written permission from the County.
7. Driveway fill slopes shall be constructed 4:1 (4' horizontal to 1' vertical) where existing roadside slopes are 4:1 or better & shall be hand finished & seeded.
8. Driveways shall be so constructed as to slope down & away from the shoulder line of the county highway for a distance of at least 15 feet with a fall of at least 3 inches but not more than 6 inches.
9. Special provisions See attachments.

THIS APPLICATION MAY BE DENIED DUE TO SAFETY CONSIDERATIONS, SUCH AS, POOR SIGHT DISTANCE OR POOR SLOPE TO THE SHOULDER LINE.

All work to be completed by 09-30-2021 Applicant to purchase N/A x N/A culvert
N/A aprons & N/A bands. \$ N/A

Date: 6-23-2021 County Highway Engineer: [Signature]

LANDOWNER CONSENT
TO ACCESS DRIVEWAY PERMIT

This Landowner Consent to Access Driveway Permit is dated June 4, 2021 and is made by Landowner River Valley Enterprises, LLC ("**Landowner**").

WHEREAS Landowner and W. Lorentz and Son Construction Inc., ("**Lessee**") have entered into a Lease Agreement dated October 1, 2020, (the "**Lease**") for property own by Landowner which is situated on Parcel ID 04.309.0710 in Nicollet County, Minnesota ("**Property**");

WHEREAS Lessee has made application to Nicollet County for an Access Driveway Permit for the Property to access Nicollet County Road 25;

NOW THEREFORE, the Landowner expressly affirms the right of the Lessee to make such application for an Assess Driveway Permit for the Property under the terms of the Lease, subject to Lessee's obligations under said Lease, and Landowner affirms to Nicollet County its Consent to the actions of Lessee in makings such application to access Nicollet County Road 25.

RIVER VALLEY ENTERPRISES, LLC

Marvin Drill

By: Marvin Drill

Its: Chief Manager

Access Permit #A21-2
Special Provisions

1. Driveway shall be constructed in accordance with the attached "Entrance Typical"
2. Driveway will be paved with a minimum of 6 inches of bituminous that meets MnDOT mix design SPWEA340B. Driveway will have a minimum of 12 inches of MnDOT Class 5 gravel under the bituminous surfacing. Bituminous surfacing will be kept in good condition and any future maintenance or replacement of the bituminous surfacing will be the responsibility and sole expense of the Applicant.
3. Applicant will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance from Applicant or its employees. Applicant will maintain the following applicable insurance coverages and obligations:

Commercial General Liability Insurance:

- \$1,500,000 general aggregate
- \$1,000,000 personal injury and advertising injury
- \$1,500,000 each occurrence
- \$5,000 medical expense

Automobile Liability Insurance:

- \$1,500,000 bodily injury- combined single limit
- \$ 500,000 bodily injury - per claimant

Worker's Compensation Insurance:

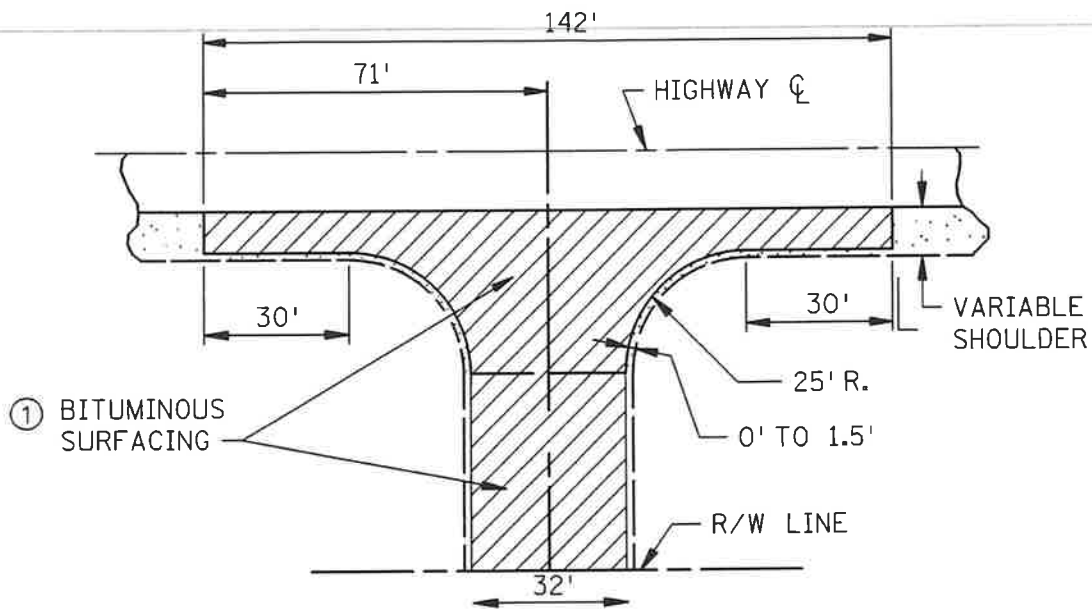
- Statutory obligations

The following additional terms shall apply regarding each type of insurance:

- Nicollet County shall be named as an additional insured on each policy, except Worker's Compensation and Professional Liability Insurance.
- The insurance carried by Applicant shall be primary insurance and not excess coverage.
- The insurance specified above shall remain in full force during the complete term of this permit. Applicant shall give the County written notice 30 days prior to any change in or cancellation of any insurance policy.

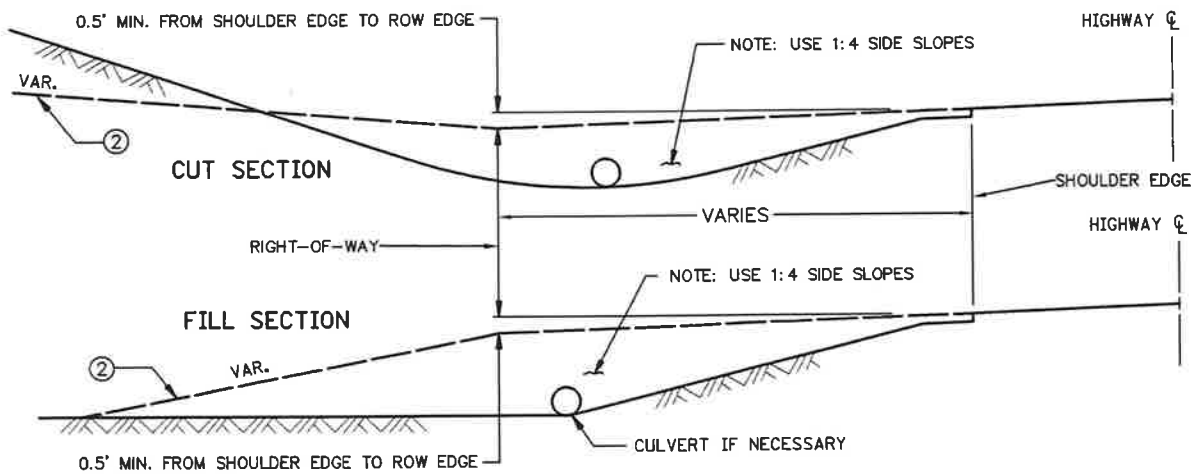
Applicant will, upon request, furnish Certificates of Insurance documenting terms of coverages.

4. Applicant shall submit a traffic control plan for the County Engineer's review and approval before work commences on how CSAH 25 traffic will be protected during the modification/construction of this access. The traffic control plan shall be in conformance with the Mn Manual on Uniform Traffic Control Devices.
5. All disturbed areas shall have a minimum of 6" of topsoil place, be seeded, covered with erosion control blanket, and maintained until turf is established.
6. Any damage to the CSAH 25 concrete pavement will be repaired at the Applicant's sole expense. The County Engineer will determine what the repair will be.
7. Applicant shall notify Nicollet County Public Works Department when work commences.
8. Applicant shall submit a \$30,000 deposit to Nicollet County Public Works. Permit is not valid until the deposit is received. Applicant shall notify the Nicollet County Public Works Department when all work is completed so that a final inspection can be made. Upon a successful final inspection, and that it has been determined that the applicant has complied with all terms and conditions of the permit, the \$30,000 deposit shall be returned to the applicant.



COMMERCIAL - INDUSTRIAL - ENTRANCES

- ① BITUMINOUS SURFACING SHALL BE A MINIMUM OF 6" THICK.
- ② 8% MAXIMUM COMMERCIAL AND INDUSTRIAL.



CROSS SECTIONS



Location of Farm/Field Entrance Conversion/Permit #A21-2



520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

May 10, 2024

VIA EMAIL

NICHOLAS LORENTZ
W LORENTZ & SONS CONSTRUCTION
PO BOX 847
MANKATO MN 56001

RE: Final NPDES/SDS Permit - W Lorentz & Sons Construction
Permit No. MNG490596
Courtland Township, Nicollet County, Minnesota

Dear Nicholas Lorentz:

Enclosed is the revised Notice of Coverage for the facility identified above. The Minnesota Pollution Control Agency (MPCA) has prepared this permit in accordance with Minn. Stat. chs. 115, 115A, and 116, and Minn. R. chs. 7000, 7001, and 7035.

The permit has been modified to add coverage for the following site:

LA 005	MNG49 Wastewater	Komatz Pit (J1-1442)	T109N, R26W, S04, SW Quarter
--------	------------------	----------------------	------------------------------

If you have any questions regarding any of the terms and conditions of the final permit, please contact Katherine Kurland at 218-302-6674 or by email at katherine.kurland@state.mn.us.

Sincerely,

Theresa Haugen

Theresa Haugen, Manager
Water and Mining Section
Industrial Division

TH/KK:bg

cc: Medea Myrha, MPCA
Brooke Muhlack, Braun Intertec
Andrew Lorentz, W Lorentz and Sons Construction

ATTACHMENT E.4
MPCA Permit



National Pollutant Discharge Elimination System/State Disposal System

MNG490596

Permittee: W Lorentz & Sons Construction Inc
Facility name: W Lorentz Construction
City or Township: Mankato, **County:** Blue Earth
Issuance date: June 25, 2021
Expiration date: May 31, 2027
Modification date: May 10, 2024

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

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

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

Signature: *Theresa Haugen*

This document has been electronically signed.

for the Minnesota Pollution Control Agency

Theresa Haugen, Manager
Water and Mining Section
Industrial Division

Submit eDMRs

Submit via the MPCA e-Services at

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

Submit WQ reports to:

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

Include *Water quality submittals form*:

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

Questions on this permit?

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

Table of Contents

Page

1. Summary of stations and station locations..... 3

2. Permit requirements.....4

3. Submittal action summary 33

4. Limits and monitoring 34

Permit issued: June 25, 2021
Permit expires: May 31, 2027
Permit modified: May 10, 2024

MNG490596
Page 3 of 34

1. Summary of stations and station locations

Station	Type of station	Local name	PLS location
LA 001	MNG49 Dewatering, Non-discharging	Drill Pit (J1-1442)	T109N, R29W, S09, NW Quarter
LA 002	MNG49 Wastewater	Brostrom Pit (J1-1442)	T111N, R26W, S32, SE Quarter
LA 003	MNG49 Wastewater	Nelson Pit (J1-1442)	T107N, R27W, S06, NW Quarter
LA 004	MNG49 Wastewater	Gulf Shore Pit (J1-1442)	T110N, R26W, S05, NE Quarter
LA 005	MNG49 Wastewater	Komatz Pit (J1-1442)	T109N, R26W, S04, SW Quarter

2. Permit requirements

MNG490596	W Lorentz & Sons Construction, Inc	
		Non-Metallic Mining and Associated Activities General Permit Requirements
	2.1.1	Applicability. [Minn. R. 7001]
	2.1.2	This permit authorizes stormwater discharges associated with the following industrial activities: a. Construction sand and gravel (Standard Industrial Classification [SIC] Code 1442) and industrial sand mining areas (SIC Code 1446) – hereinafter Subsector J1. b. Dimension stone (SIC Code 1411), crushed and broken limestone (SIC Code 1422), crushed and broken granite (SIC Code 1423), crushed and broken stone (not elsewhere classified, SIC Code 1429) mining and quarrying areas – Subsector J2. c. Asphalt production areas, also known as asphalt paving mixtures and blocks (SIC Code 2951), including portable asphalt plants – Subsector D1. d. Concrete block and brick (SIC Code 3271), concrete products other than block and brick (SIC Code 3272), and ready-mix concrete (SIC Code 3273), including portable concrete plants – Subsector E2. e. Recycling and storage of materials approved in Minn. R. 7035.2860 (Beneficial Use of Solid Waste) at sites engaged in facility activities associated with all SIC Codes listed in a. through d. above. f. Activities associated with the above facilities noted, including maintenance activities and facilities, unless otherwise prohibited in this permit. This Permit authorizes stormwater discharges associated with construction activity and small construction activity, as defined in 40 CFR parts 122.26(b)(14)(x) and (b)(15), respectively. The Permittee shall comply with the "Stormwater Discharge Design Requirements" chapter and the "Construction Activity Requirements" chapter of the MPCA Construction Stormwater (CSW) NPDES general permit (https://www.pca.state.mn.us/sites/default/files/wq-strm2-68a.pdf) when conducting construction activity and small construction activity. Earth disturbing activities conducted as a normal part of post-construction use of the permitted facility do not trigger the need for CSW permit coverage. The earth disturbing activity has to be part of a project to build, demolish, or replace a structure (e.g., building, road, pad, pipeline, transmission line) to trigger the need to comply with the CSW permit. Earth disturbance that is a normal part of the long-term use or maintenance of the property is not "active construction" and does not trigger the need for CSW permit coverage. [Minn. R. 7001]
	2.1.3	This permit authorizes non-stormwater discharges to surface waters of the state from dewatering of mine or quarry areas at J1 and J2 Subsectors that meet the effluent limits and requirements in this permit. [Minn. R. 7001]
	2.1.4	This permit authorizes non-stormwater discharges that do not discharge to a surface water of the state provided these discharges are not already authorized in a separate NPDES/SDS permit. Non-stormwater that co-mingles with stormwater is considered a non-stormwater discharge (wastewater) and must be managed compliant with this Permit. To be authorized under this permit, the following discharges must be collected, contained or infiltrate into the ground and Best Management Practices must be implemented to prevent contamination of groundwater: a. Aggregate wash water from Subsector J1 and J2 facilities. b. Dredging operations from Subsector J1 and J2 facilities. c. Installation, construction, and operation of wet scrubbers at asphalt production areas, including portable asphalt plants (Subsector D1). d. Washing trucks, mixers, transport buckets, forms and/or other equipment at concrete block

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

		i. Sites for which Environmental Assessment Worksheets or Environmental Impact Statements are required by Minn. R. ch. 116D and/or 42 U.S.C. Sec 4321 - 4370f, until that environmental review is completed. [Minn. R. 7001]
	2.1.9	This permit does not authorize new or expanded discharges that may cause or contribute to a violation of water quality standards unless it meets the requirements of 40 CFR 122.4(i). [40 CFR 122.4(i)]
	2.1.10	This permit does not authorize existing discharges that the MPCA determines will cause or contribute to a violation of water quality standards unless it meets the requirements of 40 CFR 122.44. [40 CFR 122.44]
	2.1.11	This permit does not authorize discharges that adversely impact or contribute to adverse impacts on a listed endangered or threatened species or adversely modify a designated critical habitat. This permit does not replace or satisfy any review requirements for endangered or threatened species, from new or expanded discharges that adversely impact or contribute to adverse impacts on a listed endangered or threatened species or adversely modify a designated critical habitat. The owner must conduct any required review and coordinate with appropriate agencies for any project with the potential of affecting endangered or threatened species, or their critical habitat. [Minn. R. 7001]
	2.1.12	This permit does not authorize discharges which adversely affect properties listed or eligible for listing in the National Register of Historic Places or affecting known or discovered archeological sites. This permit does not replace or satisfy any review requirements for historic places or archeological sites, from new or expanded discharges which adversely affect properties listed or eligible for listing in the National Register of Historic Places or affecting known or discovered archeological sites. The owner must be in compliance with the National Historic Preservation Act and conduct all required review and coordination related to historic preservation, including significant anthropological sites and any burial sites, with the Minnesota Historic Preservation Officer. [Minn. R. 7001]
	2.1.13	This permit does not authorize discharges to calcareous fens listed in Minn. R. 7050.0335. [Minn. R. 7050.0335]
	2.1.14	Mine site dewatering discharges from Subsectors J1 and J2 to the following receiving waters are not authorized by this permit: a. Outstanding Resource Value Waters (ORVWs) as defined by Minnesota Rules 7050.0335 and as listed in Minnesota Rules 7050.0470; b. Department of Natural Resources (DNR)-designated trout waters (trout waters are designated in Minn. R. 6264.0050, subp. 2 and 4); and c. DNR-posted fish-spawning areas. [Minn. R. 6264.0125]
	2.1.15	Authorization. [Minn. R. 7001]
	2.1.16	Permit Application. Owners and operators of a site or sites with covered facility activities identified in this permit, and who provide a complete and approvable application for a permit, are eligible for coverage under this permit for those activities. [Minn. R. 7001]
	2.1.17	Notice of Coverage. [Minn. R. 7001]
	2.1.18	Permittees requesting initial coverage are covered under this permit when the MPCA notifies them in writing of this coverage. [Minn. R. 7001]
	2.1.19	Additional sites may be covered under this permit provided that the new site(s) meet all applicability criteria in of this permit and that all information required by the Site Inventory Report Form is submitted to the MPCA at least 10 days prior to initiation of land-disturbing activities at the new site(s) or initiation of operation at a previously developed site. [Minn. R. 7001]
	2.1.20	Requiring an Individual Permit. [Minn. R. 7001]
	2.1.21	If the MPCA finds that the facility site of a permit applicant or a Permittee covered under this permit would be more appropriately covered under an individual permit, the MPCA may require an individual permit for the applicant or the Permittee, in accordance with Minn. R. 7001.0210, subp. 6. In considering whether it is appropriate to issue an individual permit for a site, the MPCA will consider whether the site is contributing, or may contribute,

		to a water quality standard violation. [Minn. R. 7001]
	2.1.22	This general permit does not cover activities or discharges covered under a pre-existing individual permit unless the MPCA has specifically revoked or terminated that individual permit. [Minn. R. 7001]
	2.1.23	This general permit does not cover industrial sand mining activities (SIC Code 1446) that: a. Meet or exceed the thresholds for mandatory environmental review and the agency determines the operations, emissions, activities, discharges, or facilities of the permit applicant or permittee have characteristics creating the potential for significant environmental effects; or b. The agency determines the need for site-specific permit requirements including, but not limited to, groundwater monitoring, additional surface discharge monitoring, hydrogeological study, etc. which are beyond those contained in this permit in order to protect waters of the state. If the agency determines that a or b apply, a permit applicant or Permittee shall obtain coverage under an individual permit for the facility site. Sites that are required to obtain individual permit coverage, at the Permittee's request, may be reviewed for general permit eligibility following the first full term of individual permit coverage. [Minn. R. 7001]
	2.1.24	Notice of Temporarily Inactive Site(s). [Minn. R. 7001]
	2.1.25	The Permittee(s) must ensure that permanent stormwater BMPs are in place if the site is temporarily inactive. [Minn. R. 7001]
	2.1.26	During the temporarily inactive period, intervention limit monitoring is not required, but the Permittee must indicate on the Comments field of the Discharge Monitoring Report the inactivity. Should the site become active, the Permittee is required to sample in accordance with the Monitoring Requirements section of the permit for the calendar year the site becomes active. [Minn. R. 7001]
	2.1.27	Notice of Inactive Site(s). [Minn. R. 7001]
	2.1.28	The Permittee(s) must ensure stabilization of the site upon cessation of mining activities. Stabilization shall be initiated immediately after the termination of the mining operation and upon completion the area shall be restored to its intended state. [Minn. R. 7001]
	2.1.29	The Permittee(s) must complete the following to achieve final stabilization: a. The drainage ways that leave the site must be stabilized to prevent erosion with riprap or other protective material. b. All soils must be stabilized by a uniform perennial vegetative cover with a density of 70 percent over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions. c. Temporary BMPs for erosion prevention, such as synthetic liners and silt fences, must be removed. BMPs designed to decompose on site (such as some compost logs) may be left in place. d. All sediment must be removed from conveyances and from temporary sedimentation basins that are to be used as permanent water quality management basins in order to sufficiently return the basin to design capacity. Sediment must be stabilized to prevent it from being washed back into the basin, conveyances or drainage-ways discharging off-site or to surface waters. e. Other BMPs as necessary must be implemented so as to prevent erosion from the site excavation areas and stockpiles that have been used by the Permittee. [Minn. R. 7001]
	2.1.30	In order to have permit coverage terminated and have the Permittee released from inspection, recording and reporting requirements, the Permittee shall ensure and certify on the Site Inventory Form for site(s) where the Permittee no longer conducts the activities authorized by this permit that: a. The site closure achieves final stabilization requirements, or b. There is no longer a discharge of pollutants to waters of the state, including groundwater,

		from activities covered by this permit; or c. The Permittee supplies the name and contact information for the new owner or operator that is responsible for the site. [Minn. R. 7001]
	2.1.31	Water Quality Based Effluent Limits. [Minn. R. 7001]
	2.1.32	A wastewater discharge shall not cause or contribute to a violation of water quality standards unless the discharge meets all requirements of 40 CFR 122.44. [40 CFR 122.44]
	2.1.33	The Permittee shall operate and maintain the facility and shall control runoff, including stormwater, from the facility to prevent the exceedance of water quality standards specified in Minnesota Rules, chs. 7050 and 7060. [Minn. R. 7050, Minn. R. 7060]
	2.1.34	The Permittee shall limit and control the use of materials at the facility that may cause exceedances of surface water and groundwater standards specified in Minnesota Rules, chs. 7050 and 7060. These materials include, but are not limited to, detergents and cleaning agents, solvents, chemical dust suppressants, lubricants, fuels, drilling fluids, oils, fertilizers, explosives and blasting agents. [Minn. R. 7050, Minn. R. 7060]
	2.1.35	The MPCA may modify this permit, require corrective actions or take other actions if it determines that a discharge authorized by this permit is causing or contributing to a violation of water quality standards. [Minn. R. 7001]
	2.1.36	Floating solids or visible foam shall not be discharged in other than trace amounts. [Minn. R. 7001]
	2.1.37	Oil or other substances shall not be discharged in amounts that create a visible color film. [Minn. R. 7001]
	2.1.38	Any outlet pipe, culvert or hose outlets for the discharge shall be located on the ground. The Permittee shall install and maintain outlet protection measures, such as properly sized riprap, splash pads or gabions at the discharge stations (outlets) to prevent erosion. [Minn. R. 7001]
	2.1.39	All water from dewatering or basin draining activities must be discharged in a manner that does not cause nuisance conditions, flooding on nearby properties, erosion in receiving channels or on downslope properties, or inundation in a wetland causing adverse impact to the wetland. [Minn. R. 7001]
	2.1.40	Special Requirements. [Minn. R. 7001]
	2.1.41	For stormwater discharges with a discharge location that flows to and is within one mile of Outstanding Resource Value Waters (ORVWs) as defined in Minn. R. 7050.0335, subp. 1, 2, 3, and 4 (not including calcareous fens listed in Minn. R. 7050.0335 & Minn. R. 7050.0470) and trout waters as listed in Minn. R. 6264.0050, subp. 2 and 4: a. the Permittee shall develop and implement stormwater control measures, including BMPs that restrict the facility industrial stormwater discharges to the extent necessary to preserve the existing high quality, or to preserve the wilderness, scientific, recreational, or other special characteristics that make the water an Outstanding Resource Value Water. In addition, a stormwater intervention limit value of 65 mg/L for Solids, Total Suspended (TSS) applies to the discharge at a stormwater monitoring location, instead of 100 mg/L as specified in the 'Stormwater Limits and Monitoring Intervention Limits' section of this Permit. If the Permittee has a waiver from the requirements to conduct benchmark monitoring in accordance with the Technology Based Effluent Limits - Stormwater Discharges section of this permit, the benchmark value does not apply. b. if the discharge is to a trout stream, BMPs shall also be designed and implemented to protect the water quality from excess temperature increases. c. if the discharge is to a trout lake, BMPs shall also be designed and implemented to protect the water quality from excess phosphorus increases. d. if the discharge is to a wetland, the Permittee shall also comply with the requirements of Minn. R. 7050.0186 WETLAND STANDARDS AND MITIGATION. [Minn. R. 7050]
	2.1.42	If the site has any stormwater discharges with the potential for significant adverse impacts to a wetland (e.g., conversion of a natural wetland to a stormwater pond), the Permittee must demonstrate that the wetland mitigative sequence has been followed. [Minn. R. 7001]

2.1.43	If the potential adverse impacts to a wetland on a specific site have been addressed by permits or other approvals from an official statewide program (U.S. Army Corps of Engineers 404 program, Minnesota Department of Natural Resources, or the State of Minnesota Wetland Conservation Act) specifically for the site, the Permittee may use that permit or other determination issued by these agencies to show that the potential adverse impacts have been addressed. For the purposes of this permit, de minimis actions are determinations by the permitting agency that address the site impacts, whereas a non-jurisdictional determination does not address site impacts. [Minn. R. 7001]
2.1.44	If there are impacts from the site that are not addressed in one of the permits addressed in the Special Requirements section of this permit or other determinations (e.g., permanent inundation or flooding of the wetland, significant degradation of water quality, excavation, filling, draining), the Permittee must minimize all adverse impacts to wetlands by utilizing appropriate measures. Measures used must be based on the nature of the wetland, its vegetative community types and the established hydrology. These measures include in order of preference: a. Avoid all significant adverse impacts to wetlands from site discharges. b. Minimize any unavoidable impacts to wetlands from site discharges. c. Provide compensatory mitigation when the Permittee determines that there is no reasonable and practicable alternative to having a significant adverse impact on a wetland. For compensatory mitigation, wetland restoration or creation shall be of the same type, size and whenever reasonable and practicable in the same watershed as the impacted wetland. [Minn. R. 7001]
2.1.45	If a site discharges to a water of the state that appears on the current U.S. Environmental Protection Agency (USEPA) approved list of impaired waters under Section 303 (d) of the Clean Water Act (33 U.S.C. Sec 303 (d)), the Permittee must review whether changes may be warranted in the site's Pollution Prevention Plan (Plan) to reduce the impact of the discharge. If an USEPA approved Total Maximum Daily Load (TMDL) has been developed, the Permittee must review the adequacy of the Plan to meet the TMDLs Waste Load Allocation. [Minn. R. 7001]
2.1.46	Technology Based Effluent Limits - Stormwater Discharges. [Minn. R. 7001]
2.1.47	Stormwater Management Devices. [Minn. R. 7001]
2.1.48	The Permittee is authorized to use industrial stormwater ponds, sedimentation basins and/or infiltration devices for stormwater management. [Minn. R. 7001]
2.1.49	Industrial stormwater ponds, sedimentation basins and/or infiltration devices shall not be located in areas that receive direct discharges from permanent or stationary vehicle fueling tanks (aboveground or underground storage tanks) and maintenance activity areas (shops), except where adequate secondary containment is provided as required under the SPCC Rule, and/or the basin is designed specifically to satisfy the federal SPCC Rule. Spill prevention and response BMPs shall be implemented in areas where mobile refuelers transfer product. [Minn. R. 7001]
2.1.50	When wastewater from authorized activities is co-mingled with stormwater, it is considered wastewater, and a surface water discharge is not authorized under this permit. This does not include stormwater co-mingling with mine dewatering from Subsector J1 and J2 facilities, which is approved for a surface water discharge under this permit. [Minn. R. 7001]
2.1.51	If the Permittee provides documentation to MPCA that the stormwater management device was designed by a registered professional engineer to control a 10-year, 24-hour storm event (based on National Oceanic and Atmospheric Administration Atlas 14, Volume 8 (NOAA Atlas 14, Volume 8)), then no sampling of a discharge is required upon MPCA approval. If the stormwater management device is already in place at an existing facility, the sizing of the device shall be confirmed by a registered professional engineer before the sampling requirement is waived. This does not include unauthorized non-stormwater discharges to surface waters. This waiver is for monitoring only; effluent limits still apply to the discharge and

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

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

		b. Be constructed to contain the bounce from precipitation and stormwater runoff resulting from a 10-year, 24 hour storm event. Any overflow of the basin shall not discharge to surface water or any storm sewer system. c. Not be constructed in areas that receive direct discharges from permanent or stationary vehicle fueling tanks (underground or aboveground storage tanks) and maintenance activity areas (shops). Spill prevention and response BMPs shall be implemented in areas where mobile refuelers transfer product. [Minn. R. 7001]
	2.1.79	When constructing new (as of the issuance date of this permit) containment basins to infiltrate authorized non-stormwater discharges from Subsector E2 activities, it shall: a. Be designed consistent with accepted engineering practices. Designs shall be approved by a professional engineer or other licensed professional. b. Be constructed and maintained to allow for infiltration of wastewater. Long term soil infiltration rates for new infiltration devices shall not be greater than 1.63 inches per hour unless pretreatment practices are implemented prior to infiltration. c. Be constructed to allow for maximum separation distance from groundwater with a minimum of 3 feet between the bottom of the impoundment and the seasonal high water table. d. Have at least sufficient capacity to contain all wastewater discharges so as to prevent overflow. e. Be constructed to contain the bounce from precipitation and stormwater runoff resulting from a 10-year, 24 hour storm event. Any overflow of the basin shall not discharge to surface water or any storm sewer system. f. Not be constructed in areas with standing water or areas that receive direct discharges from permanent or stationary vehicle fueling tanks (underground or aboveground storage tanks) and maintenance activity areas (shops). Spill prevention and response BMPs shall be implemented in areas where mobile refuelers transfer product. The Permittee shall maintain design documentation to demonstrate containment basins meet the requirements of a-f. [Minn. R. 7001]
	2.1.80	When constructing new (as of the issuance date of this permit) containment basins to infiltrate authorized non-stormwater discharges from Subsector E2 activities, it shall: a. Be designed consistent with accepted engineering practices. Designs shall be approved by a professional engineer or other licensed professional. b. Be constructed and maintained to allow for infiltration of wastewater. Long term soil infiltration rates for new infiltration devices shall not be greater than 1.63 inches per hour unless pretreatment practices are implemented prior to infiltration. c. Be constructed to allow for maximum separation distance from groundwater with a minimum of 3 feet between the bottom of the impoundment and the seasonal high water table. d. Have at least sufficient capacity to contain all wastewater discharges so as to prevent overflow. e. Be constructed to contain the bounce from precipitation and stormwater runoff resulting from a 10-year, 24 hour storm event. Any overflow of the basin shall not discharge to surface water or any storm sewer system. f. Not be constructed in areas with standing water or areas that receive direct discharges from permanent or stationary vehicle fueling tanks (underground or aboveground storage tanks) and maintenance activity areas (shops). Spill prevention and response BMPs shall be implemented in areas where mobile refuelers transfer product. The Permittee shall maintain design documentation to demonstrate containment basins meet the requirements of a-f. [Minn. R. 7001]
	2.1.81	Karst Topography. [Minn. R. 7001]

2.1.82	New Basins. New infiltration devices for authorized non-stormwater discharges are prohibited within 1000 feet up-gradient or 100 feet downgradient of active karst features. [Minn. R. 7001]
2.1.83	Existing Basins. The design and construction of containment basins shall include additional or different measures as necessary (e.g. impervious liner in pond bottom) to assure compliance with surface and groundwater standards in Minn. R. chs. 7050 and 7060 and to ensure protection of drinking water supply management areas (see Minn. R. 4720.5100, subp. 13). These measures shall be identified in the Pollution Prevention Plan. [Minn. R. 7001]
2.1.84	Subsector J1 and J2 - Mine Pit Dewatering to Surface Waters. [Minn. R. 7001]
2.1.85	Permittees are authorized to discharge mine site dewatering flow to surface waters if the following conditions are met: a. Discharges only from Subsector J1 and J2 facilities. b. Discharges meet the effluent limits applied in this permit. c. The dewatering discharges do not co-mingle with other process wastewater. d. The dewatering discharges are not to ORVWs, DNR-designated trout waters, and/or DNR-posted fish-spawning areas. e. The Permittee has documented in their Pollution Prevention Plan location and initial flow estimates for surface discharge stations. [Minn. R. 7001]
2.1.86	Dewatering or basin draining must be discharged to a control device on the project site whenever possible, such as a temporary or permanent sedimentation basin or infiltration device. Discharge from the control device must be visually checked to ensure adequate treatment is obtained and that nuisance conditions (see Minn. R. 7050.0210, subp. 2) will not result from the discharge. [Minn. R. 7001]
2.1.87	If the Permittee provides documentation to MPCA that the control device was designed by a registered professional engineer to control a 10-year, 24-hour storm event, then no sampling of a discharge is required upon MPCA approval. If the control device is already in place at an existing facility, the sizing of the control device shall be confirmed by a registered professional engineer before the sampling requirement is waived. This includes overflows caused solely by direct rainfall and groundwater seepage. This does not include unauthorized non-stormwater discharges to surface waters. This waiver is for monitoring only; effluent limits still apply to the discharge and Permittees must maintain compliance with the limits. This waiver is only effective for the term of the permit. Permittees must reapply for the waiver every permit term. [Minn. R. 7001]
2.1.88	If the water cannot be discharged to a control device prior to entering the surface water, it must be treated with the appropriate BMPs, such that the discharge does not adversely affect the receiving water or downstream landowners. [Minn. R. 7001]
2.1.89	The Permittee(s) must ensure that discharge points are adequately protected from erosion and scour. The discharge must be dispersed over natural riprap, sand bags, plastic sheeting, or other accepted energy dissipation measures. Adequate sedimentation control measures are required for discharge water that contains suspended solids. [Minn. R. 7001]
2.1.90	Any inlet pipe, culvert or hose for the discharge shall be raised above the ground so that the discharge flow does not draw in and transport solids from the sump area. [Minn. R. 7001]
2.1.91	Subsector D1 -Asphalt - BMPs for Wet Scrubber Wastewater. [Minn. R. 7001]
2.1.92	This permit authorizes stormwater discharges from asphalt production areas (SIC Code 2951) and/or stormwater discharges from the installation, construction, and/or operation of wet scrubbers at asphalt production plants. This permit does not authorize the discharge of asphalt production wet scrubber wastewater to surface waters or to groundwater. Any discharge to surface water will require an individual NPDES permit. [Minn. R. 7001]
2.1.93	Wastewater from asphalt production wet scrubbers shall be held within pipes, aboveground tanks or lined impoundments. Pipes and tanks shall be operated and maintained to prevent leaks. Cracks or other failures in pipes or tanks shall be repaired immediately. If pipes are buried, or pipes or tanks are in contact

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

		report of each water balance and inspection. Any cracks or other failures shall be repaired immediately, and certified by an engineer registered in Minnesota. [Minn. R. 7001]
	2.1.103	The Permittee shall keep signed copies of the impoundment design plans and specifications, construction certifications, water balance and inspection reports, and repair certifications with the asphalt plant at all times. [Minn. R. 7001]
	2.1.104	The Permittee shall divert surface water runoff around impoundments, prevent erosion, and protect the structural integrity of exterior embankments from failure. [Minn. R. 7001]
	2.1.105	The Permittee shall maintain impoundments during the winter so that ice layers and frost action do not damage the liner effectiveness and integrity. [Minn. R. 7001]
	2.1.106	Sediments that accumulate in asphalt production wet scrubber wastewater containment structures shall be removed in a manner so as to not damage the integrity and effectiveness of the containment structure. The Permittee may dispose of these sediments at a permitted sanitary landfill, through use as road base or subgrade, or through blending into the paving asphalt mixture. The Permittee may use one of the following options for sediment disposal if the MPCA authorizes this specific in writing: a. Leave in-place, b. Use as clean fill, or c. Land spread. The Permittee shall record in writing the volume of sediments removed from asphalt production scrubber disposal systems, and the method and location of the disposal of such materials. [Minn. R. 7001]
	2.1.107	The Permittee may dispose of asphalt production wet scrubber wastewater for the purposes of roadbed preparation or dust control, and in accordance with the following requirements: a. Wastewater may be applied to the surface of unpaved roads or roadbeds only if the asphalt plant is in the process of relocating, has ceased operation for the remainder of the year, or if alterations to the impoundment are needed. b. Wastewater may be applied to the surface of unpaved roads or roadbeds only if that road or roadbed is dry. c. Application to haul roads shall be conducted in such a manner to prevent runoff or prolonged ponding. d. Only the amount of water needed to control or prevent a dust problem may be applied. e. Wastewater used for dust control shall not enter any road ditch, surface water, or wetland. f. Wastewater shall not be applied at a rate greater than one gallon per square yard per year. [Minn. R. 7001]
	2.1.108	Asphalt Ingredients, Burner Fuels and Chemical Additives. If the Permittee proposes to use asphalt ingredients, burner fuels and/or chemical additives other than those designated below, at an asphalt production plant with a wet scrubber, the Permittee shall apply in writing to the MPCA for such approval, no later than 60 days before the planned date of utilization of the non-designated material. The Permittee may use these non-designated materials only with the written approval of the MPCA. The designated materials are: a. Clay, silt, sand, gravel and crushed stone produced from naturally occurring geologic formations, and without chemical additives. b. Recycled asphalt. c. Recycled asphalt saturated felt materials. d. Natural gas, butane, propane and methane. e. Gasoline, kerosene, diesel fuel, jet fuel and fuel oils (No. 1, No. 2, No. 3, No. 4, No. 5, No. 6). f. Petroleum derived waste oil as defined in Minn. R. 7045.0020. g. On-specification used oil fuel, as defined in Minn. R. pt. 7045.0020, except that total halogens shall not exceed 1,000 parts per million in the used oil fuel. h. Asphalt cement (AC).

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

2.1.118	A Plan shall be used by the Permittee to document all BMPs used to comply with all control measures required in the Technology Based Effluent Limits sections of this permit. BMPs shall be designed and implemented to address the potential pollutants associated with the activities and materials identified by the Permittee. The documentation shall include a list of all structural and non-structural BMPs <u>designed and implementation at the site.</u> [Minn. R. 7001]
2.1.119	The Plan shall include documentation of an assessment and inventory/list of materials handled and activities conducted at the site that can potentially be a source of pollutants to stormwater discharges. The assessment shall include but is not limited to the materials and activities identified below: a. Excavation. b. Crushing/Screening. c. Overburden, waste and products stockpiles. d. Raw material and final product storage. e. Waste products. f. Sediment washing. g. Material loading/unloading. h. Areas where spills and leaks may potentially contribute pollutants to stormwater. i. Vehicle and equipment maintenance, washing, and fueling. j. Chemical additives/dust suppressant use. [Minn. R. 7001]
2.1.120	The Plan for each site shall include an inventory of all chemical additives currently used to treat wastewater and/or stormwater including chemical dust suppressants. This inventory shall include: a. The name of the additive. b. The process for which the additive will be used. c. The proposed method of application, application frequency, and daily average and maximum rates of use. d. The date of MPCA approval. MPCA approval is required for any additives that are new, increasing in usage, or not previously approved. See the Total Facilities Requirements section of this permit and go to the chemical additive webpage at http://www.pca.state.mn.us/index.php/water/water-types-and-programs/wastewater/wastewater-technical-assistance/chemical-additive-approvals.html to find the documents necessary to complete the approval process. [Minn. R. 7001]
2.1.121	The Plan for each site shall include a site map, which does not need to be a surveyed map, at least to the level of detail indicated on a 7.5-minute U.S. Geological Survey quadrangle map, which identifies: a. Location of the site in relation to surface waters (including the name of the surface water; if the name is not known, indicate that on the map). b. Location of all impaired waters within one mile. The Permittee shall include the name of the impaired water and the impairment (e.g. impaired for biota fish, turbidity, nutrients, etc.). c. Location of all ORVWs, designated trout waters, and wetlands within one mile of the site (Minn. R. 7050.0335, 6264.0050, and 7050.0420). d. Directions of stormwater flow indicated by arrows (including stormwater that is contained/infiltrated on site). e. Location of all discharge points. f. Location of all overflow points from control devices. g. Topography of the area. h. Location of all activities and materials. i. Location of all structural BMPs. j. Location and description of any non-stormwater discharges. k. Dewatering points.

		l. Water supply wells. m. Surface water supply intakes. Portable sites can meet the requirements of g. through m. above by developing general plant configuration maps. [Minn. R. 7001]
	2.1.122	The Plan for each site shall include a site map, which does not need to be a surveyed map, at least to the level of detail indicated on a 7.5-minute U.S. Geological Survey quadrangle map, which identifies: a. Location of the site in relation to surface waters (including the name of the surface water; if the name is not known, indicate that on the map). b. Location of all impaired waters within one mile. The Permittee shall include the name of the impaired water and the impairment (e.g. impaired for biota fish, turbidity, nutrients, etc.). c. Location of all ORVWs, designated trout waters, and wetlands within one mile of the site (Minn. R. 7050.0335, 6264.0050, and 7050.0420). d. Directions of stormwater flow indicated by arrows (including stormwater that is contained/infiltrated on site). e. Location of all discharge points. f. Location of all overflow points from control devices. g. Topography of the area. h. Location of all activities and materials. i. Location of all structural BMPs. j. Location and description of any non-stormwater discharges. k. Dewatering points. l. Water supply wells. m. Surface water supply intakes. Portable sites can meet the requirements of g. through m. above by developing general plant configuration maps. [Minn. R. 7001]
	2.1.123	The Permittee shall review the Plan at least annually and modify the Plan, if: a. There is construction or a change in design, operation, or maintenance at the facility that affects stormwater and wastewater management or compliance with this permit. b. The Permittee has identified a monitoring location from which the discharge flows to, and is within one mile of, an impaired water. c. A routine inspection, compliance evaluation, or visual inspection identified deficiencies in the Plan and/or BMP. d. Additional stormwater and/or wastewater control measures and BMPs are necessary to meet applicable water quality standards or to address exceedances of intervention limits. e. There is an unauthorized discharge from the facility. If the Plan modification is based on a release or unauthorized discharge, include in the modified Plan a description and date of the release, the circumstances leading to the release, actions taken in response to the release, and measures to prevent the recurrence of such releases. Unauthorized releases and discharges are subject to the reporting requirements in the Total Facilities Requirements section of this permit. [Minn. R. 7001]
	2.1.124	The Plan must be kept at the site when the site is Active. If there is no office located on-site, electronic access of the Plan is acceptable. The Plan must be available to the Agency within 72 hours of a request for review. [Minn. R. 7001]
	2.1.125	The Plan shall identify the individual(s) responsible for managing, implementing, maintaining, modifying, and ensuring compliance with the site's Plan, as well as personnel responsible for managing and implementing the Plan. [Minn. R. 7001]
	2.1.126	The Permittee must develop and implement an employee training program to inform appropriate personnel of the components and goals of the Plan. The Plan must also identify periodic dates for such training. [Minn. R. 7001]

2.1.127	Records of all inspections conducted in accordance with permit requirements shall be maintained within the Plan. [Minn. R. 7001]
2.1.128	Subsector D1 - Asphalt - Additional Plan Requirements. [Minn. R. 7001]
2.1.129	Asphalt facilities (Subsector D1) must also identify: a. Petroleum storage. b. Fuel Storage. c. Recycled Asphalt Pavement Storage. d. Aggregate Storage. e. Recycled concrete, concrete block and brick crushing and storage. f. Cold Patch Storage. g. Release agent storage and application. [Minn. R. 7001]
2.1.130	Subsector E2 - Ready-Mix Operations - Additional Plan Requirements. [Minn. R. 7001]
2.1.131	Ready-Mix Operations (Subsector E2) must also identify: a. Bag house or other dust control device. b. Recycle/sediment pond, clarifier, or other device used for the treatment of process wastewater. c. The areas that drain to the treatment device. d. Description of multiple locations of ready-mix and other concrete operations, if applicable. [Minn. R. 7001]
2.1.132	Inspection Reports. [Minn. R. 7001]
2.1.133	The Permittee shall develop and implement an inspection schedule that includes a minimum of one site inspection per calendar month that the site is an Active Site and staffed. A minimum of one inspection per calendar year shall be conducted during a runoff event. [Minn. R. 7001]
2.1.134	If the site is inactive and unstaffed, Temporarily Inactive and unstaffed as defined, or is a site undergoing final stabilization, the Permittee is waived from the requirement to conduct monthly site inspections, but BMPs must be maintained. [Minn. R. 7001]
2.1.135	All inspections and resulting maintenance must be recorded and retained within the Plan. Records of each inspection and maintenance activity shall include: a. Date and time of inspections. b. Name of person(s) conducting inspections. c. An evaluation of the facility to determine that the Plan accurately reflects conditions as described in the Pollution Prevention Plan. At a minimum, the Permittee shall inspect storage tank areas, waste disposal areas, maintenance areas, loading/unloading areas, and raw material, intermediate product, by-product and final product storage areas. d. An evaluation of all structural and non-structural BMPs to determine effectiveness and proper function. e. An evaluation of the facility to determine whether new exposed significant materials or activities have been added to the site since completion of the Plan. f. Findings of inspections, including recommendations for corrective actions. g. Corrective actions taken (including dates, times, and party completing maintenance activities). [Minn. R. 7001]
2.1.136	In addition to the inspection requirements of this Section, separately from the required annual runoff event inspection, the Permittee shall ensure that one of the required monthly inspections occurs during a snow melt event. The inspection shall include a visual assessment of the runoff to identify any visible sheens or films that indicate the presence of oil or grease in the discharge. If sheens are present in surface discharges, corrective actions to prevent sheen shall be implemented and documented in the Plan. [Minn. R. 7001]
2.1.137	Subsector D1 - Asphalt - Additional Inspection Reports Requirements. [Minn. R. 7001]
2.1.138	The operator of an Asphalt Facility shall also inspect the following areas: a. Material storage and handling areas;

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

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

2.1.161	Mine Dewatering to Surface Waters - Monitoring for Permit Reissuance. The following parameters shall be sampled and analyzed prior to permit expiration and submitted with the application for permit re-issuance. Samples shall be representative of mine dewatering discharge activity, and must comply with the Total Facilities Requirements section of this permit: a. Total Dissolved Solids. b. Hardness. c. Oil & Grease and surfactants. d. Antimony, arsenic, beryllium, cadmium, chromium, copper, lead, nickel, selenium, silver, thallium, and zinc. e. Aluminum, barium, boron, cobalt, iron, magnesium, manganese, molybdenum, total tin, and total aluminum. [Minn. R. 7001]
2.1.162	Total Facilities Requirements. [Minn. R. 7001]
2.1.163	Definitions. Refer to the 'Permit Users Manual' found on the MPCA website (www.pca.state.mn.us) for standard definitions. [Minn. R. 7001]
2.1.164	Incorporation by Reference. The following applicable federal and state laws are incorporated by reference in this permit, are applicable to the Permittee, and are enforceable parts of this permit: 40 CFR pts. 122.41, 122.42, 136, 403 and 503; Minn. R. pts. 7001, 7041, 7045, 7050, 7052, 7053, 7060, and 7080; and Minn. Stat. ch. 115 and 116. [Minn. R. 7001]
2.1.165	Permittee Responsibility. The Permittee shall perform the actions or conduct the activity authorized by the permit in compliance with the conditions of the permit and, if required, in accordance with the <u>plans and specifications approved by the Agency</u> . [Minn. R. 7001]
2.1.166	Toxic Discharges Prohibited. Whether or not this permit includes effluent limitations for toxic pollutants, the Permittee shall not discharge a toxic pollutant except according to Code of Federal Regulations, Title 40, sections 400 to 460 and Minnesota Rules 7050, 7052, 7053 and <u>any other applicable MPCA rules</u> . [Minn. R. 7001]
2.1.167	Nuisance Conditions Prohibited. The Permittee's discharge shall not cause any nuisance conditions including, but not limited to: floating solids, scum and visible oil film, acutely toxic conditions to aquatic life, or other adverse impact on the receiving water. [Minn. R. 7050.0210, Subp. 2]
2.1.168	Property Rights. This permit does not convey a property right or an exclusive privilege. [Minn. R. 7001]
2.1.169	Liability Exemption. In issuing this permit, the state and the MPCA assume no responsibility for damage to persons, property, or the environment caused by the activities of the Permittee in the conduct of its actions, including those activities authorized, directed, or undertaken under this permit. To the extent the state and the MPCA may be liable for the activities of its employees, that liability is explicitly limited to that provided in the Tort Claims Act. [Minn. R. 7001]
2.1.170	The MPCA's issuance of this permit does not obligate the MPCA to enforce local laws, rules, or <u>plans beyond what is authorized by Minnesota Statutes</u> . [Minn. R. 7001]
2.1.171	Liabilities. The MPCA's issuance of this permit does not release the Permittee from any liability, penalty or duty imposed by Minnesota or federal statutes or rules or local ordinances, except the <u>obligation to obtain the permit</u> . [Minn. R. 7001]
2.1.172	The issuance of this permit does not prevent the future adoption by the MPCA of pollution control rules, standards, or orders more stringent than those now in existence and does not prevent the enforcement of these rules, standards, or orders against the Permittee. [Minn. R. 7001]
2.1.173	Severability. The provisions of this permit are severable and, if any provisions of this permit or the application of any provision of this permit to any circumstance are held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby. [Minn. R. 7001]

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

		which, if required, will be provided by the MPCA. DMR Supplemental/Sample Value Forms shall be submitted with the appropriate DMRs. You may design and use your own supplemental form; however it shall be approved by the MPCA. Note: Required summary information shall also be recorded on the DMR. Summary information that is submitted ONLY on the DMR Supplemental/Sample Value Form does not comply with the reporting requirements. [Minn. R. 7001]
	2.1.185	Submitting Reports. DMRs, DMR supplemental forms and related attachments must be electronically submitted via the MPCA Online Services Portal after authorization is approved. DMRs and DMR Supplemental Forms shall be electronically submitted by the 21st day of the month following the sampling period or as otherwise specified in this permit. Electronic DMR submittal shall be complete on or before 11:59 PM of the 21st day of the month following the sampling period or as otherwise specified in this permit. A DMR shall be submitted for each required station even if no discharge occurred during the reporting period. Other reports required by this permit shall be postmarked by the date specified in the permit to: MPCA, Attn: WQ Submittals Center, 520 Lafayette Road North, St Paul Minnesota 551554194. [Minn. R. 7001]
	2.1.186	Incomplete or Incorrect Reports. The Permittee shall immediately submit an electronically amended report or DMR to the MPCA upon discovery by the Permittee or notification by the MPCA that it has submitted an incomplete or incorrect report or DMR. The amended report or DMR shall contain the missing or corrected data along with a cover letter explaining the circumstances of the incomplete or incorrect report. If it is impossible to electronically amend the report or DMR, the Permittee shall immediately notify the MPCA and the MPCA will provide direction for the amendment submittals. [Minn. R. 7001]
	2.1.187	Required Signatures. All DMRs, forms, reports, and other documents submitted to the MPCA shall be signed by the Permittee or the duly authorized representative of the Permittee. Minn. R. 7001.0150, subp. 2, item D. The person or persons that sign the DMRs, forms, reports or other documents shall certify that he or she understands and complies with the certification requirements of Minn. R. 7001.0070 and 7001.0540, including the penalties for submitting false information. Technical documents, such as design drawings and specifications and engineering studies required to be submitted as part of a permit application or by permit conditions, shall be certified by a registered professional engineer. [Minn. R. 7001]
	2.1.188	Detection Level. The Permittee shall report monitoring results below the reporting limit (RL) of a particular instrument as "<" the value of the RL. For example, if an instrument has a RL of 0.1 mg/L and a parameter is not detected at a value of 0.1 mg/L or greater, the concentration shall be reported as "<0.1 mg/L." "Non-detected," "undetected," "below detection limit," and "zero" are unacceptable reporting results, and are permit reporting violations. Where sample values are less than the level of detection and the permit requires reporting of an average, the Permittee shall calculate the average as follows: - If one or more values are greater than the level of detection, substitute zero for all nondetectable values to use in the average calculation. - If all values are below the level of detection, report the averages as "<" the corresponding level of detection. - Where one or more sample values are less than the level of detection, and the permit requires reporting of a mass, usually expressed as kg/day, the Permittee shall substitute zero for all nondetectable values. [Minn. R. 7001]
	2.1.189	Records. The Permittee shall, when requested by the Agency, submit within a reasonable time the information and reports that are relevant to the control of pollution regarding the construction, modification, or operation of the facility covered by the permit or regarding the conduct of the activity covered by the permit. [Minn. R. 7001]

2.1.190	Confidential Information. Except for data determined to be confidential according to Minn. Stat. ch. 116.075, subd. 2, all reports required by this permit shall be available for public inspection. Effluent data shall not be considered confidential. To request the Agency maintain data as confidential, the Permittee shall follow Minn. R. 7000.1300. [Minn. R. 7000.1300]
2.1.191	Noncompliance and Enforcement. [Minn. R. 7001]
2.1.192	Subject to Enforcement Action and Penalties. Noncompliance with a term or condition of this permit subjects the Permittee to penalties provided by federal and state law set forth in section 309 of the Clean Water Act; United States Code, title 33, section 1319, as amended; and in Minn. Stat. ch. 115.071 and 116.072, including monetary penalties, imprisonment, or both. [Minn. R. 7001]
2.1.193	Criminal Activity. The Permittee may not knowingly make a false statement, representation, or certification in a record or other document submitted to the Agency. A person who falsifies a report or document submitted to the Agency, or tampers with, or knowingly renders inaccurate a monitoring device or method required to be maintained under this permit is subject to criminal and civil penalties provided by federal and state law. [Minn. R. 7001.0150, Subp. 3(G), Minn. R. 7001.1090, Subp. 1(G and H), Minn. Stat. ch. 609.671, Subp. 1]
2.1.194	Noncompliance Defense. It shall not be a defense for the Permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [40 CFR 122.41(c)]
2.1.195	Effluent Violations. If sampling by the Permittee indicates a violation of any discharge limitation specified in this permit, the Permittee shall immediately make every effort to verify the violation by collecting additional samples, if appropriate, investigate the cause of the violation, and take action to prevent future violations. If the permittee discovers that noncompliance with a condition of the permit has occurred which could endanger human health, public drinking water supplies, or the environment, the Permittee shall within 24 hours of the discovery of the noncompliance, orally notify the commissioner and submit a written description of the noncompliance within 5 days of the discovery. The written description shall include items a. through e., as listed below. If the Permittee discovers other non-compliance that does not explicitly endanger human health, public drinking water supplies, or the environment, the non-compliance shall be reported during the next reporting period to the MPCA with its Discharge Monitoring Report (DMR). If no DMR is required within 30 days, the Permittee shall submit a written report within 30 days of the discovery of the noncompliance. This description shall include the following information: a. a description of the event including volume, duration, monitoring results and receiving waters; b. the cause of the event; c. the steps taken to reduce, eliminate and prevent reoccurrence of the event; d. the exact dates and times of the event; and e. steps taken to reduce any adverse impact resulting from the event. [Minn. R. 7001]
2.1.196	Upset Defense. In the event of temporary noncompliance by the Permittee with an applicable effluent limitation resulting from an upset at the Permittee's facility due to factors beyond the control of the Permittee, the Permittee has an affirmative defense to an enforcement action brought by the Agency as a result of the noncompliance if the Permittee demonstrates by a preponderance of competent evidence: a. the specific cause of the upset; b. that the upset was unintentional; c. that the upset resulted from factors beyond the reasonable control of the Permittee and did not result from operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or increases in production which are beyond the design capability of the treatment facilities; d. that at the time of the upset the facility was being properly operated;

		e. that the Permittee properly notified the Commissioner of the upset in accordance with Minn. R. 7001.1090, subp. 1, item I; and f. that the Permittee implemented the remedial measures required by Minn. R. 7001.0150, subp. 3, item J. [Minn. R. 7001]
	2.1.197	Release. [Minn. R. 7001]
	2.1.198	Unauthorized Releases of Wastewater Prohibited. Except for discharges from outfalls specifically authorized by this permit, overflows, discharges, spills, or other releases of wastewater or materials to the environment, whether intentional or not, are prohibited. However, the MPCA will consider the Permittee's compliance with permit requirements, frequency of release, quantity, type, location, and other relevant factors when determining appropriate action. [40 CFR 122.41, Minn. Stat. ch. 115.061]
	2.1.199	Discovery of a release. Upon discovery of a release, the Permittee shall: a. Take all reasonable steps to immediately end the release. b. Notify the Minnesota Department of Public Safety Duty Officer at 800-422-0798 or 651-649-5451 (metro area) immediately upon discovery of the release. You may contact the MPCA during business hours at 800-657-3864 or 651-296-6300 (metro area). c. Recover as rapidly and as thoroughly as possible all substances and materials released or immediately take other action as may be reasonably possible to minimize or abate pollution to waters of the state or potential impacts to human health caused thereby. If the released materials or substances cannot be immediately or completely recovered, the Permittee shall contact the MPCA. If directed by the MPCA, the Permittee shall consult with other local, state or federal agencies (such as the Minnesota Department of Natural Resources and/or the Wetland Conservation Act authority) for implementation of additional clean-up or remediation activities in wetland or other sensitive areas. [Minn. R. 7001]
	2.1.200	Sampling of a release. Upon discovery of a release, the Permittee shall: a. Collect representative samples of the release. The Permittee shall sample the release for parameters of concern immediately following discovery of the release. The Permittee may contact the MPCA during business hours to discuss the sampling parameters and protocol. In addition, Fecal Coliform Bacteria samples shall be collected where it is determined by the Permittee that the release contains or may contain sewage. If the release cannot be immediately stopped, the Permittee shall consult with MPCA regarding additional sampling requirements. Samples shall be collected at least, but not limited to, two times per week for as long as the release continues. b. Submit the sampling results on the Release Sampling Form (http://www.pca.state.mn.us/index.php/view-document.html?gid=18867). The Release Sampling Form shall be submitted to the MPCA with the next DMR or within 30 days whichever is sooner. [Minn. R. 7001]
	2.1.201	Bypass. [Minn. R. 7001]
	2.1.202	Anticipated bypass. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if the bypass is for essential maintenance to assure efficient operation of the facility. The permittee shall submit prior notice, if possible at least ten days before the date of the bypass to the MPCA. The notice of the need for an anticipated bypass shall include the following information: a. the proposed date and estimated duration of the bypass; b. the alternatives to bypassing; and c. a proposal for effluent sampling during the bypass. Any bypass wastewater shall enter waters of the state from outfalls specifically authorized by this permit. Therefore, samples shall be collected at the frequency and location identified in this permit or two times per week for as long as the bypass continues, whichever is more frequent. [40 CFR 122.41(m)(2 and 3), Minn. R. 7001.1090, 1(j)]

2.1.203	All other bypasses are prohibited. The MPCA may take enforcement action against the Permittee for a bypass, unless the specific conditions described in Minn. R. Ch. 7001.1090 subp. 1, K and 122.41(m)(4)(i) are met. In the event of an unanticipated bypass, the permittee shall: a. Take all reasonable steps to immediately end the bypass. b. Notify the Minnesota Department of Public Safety Duty Officer at 800-422-0798 or 651-649-5451 (metro area) immediately upon commencement of the bypass. You may contact the MPCA during business hours at 800-657-3864 or 651-296-6300 (metro area). c. Immediately take action as may be reasonably possible to minimize or abate pollution to waters of the state or potential impacts to human health caused thereby. If directed by the MPCA, the Permittee shall consult with other local, state or federal agencies for implementation of abatement, clean-up, or remediation activities. d. Only allow bypass wastewater as specified in this section to enter waters of the state from outfalls specifically authorized by this permit. Samples shall be collected at the frequency and location identified in this permit or two times per week for as long as the bypass continues, whichever is more frequent. The permittee shall also follow the reporting requirements for effluent violations as specified in this permit. [40 CFR 122.41(m)(4)i, Minn. R. 7001.1090, 1(K), Minn. Stat. ch. 115.061]
2.1.204	Operation and Maintenance. [Minn. R. 7001]
2.1.205	The Permittee shall at all times properly operate and maintain the facilities and systems of treatment and control, and the appurtenances related to them which are installed or used by the Permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. The Permittee shall install and maintain appropriate backup or auxiliary facilities if they are necessary to achieve compliance with the conditions of the permit and, for all permits other than hazardous waste facility permits, if these backup or auxiliary facilities are technically and economically feasible Minn. R. 7001.0150. subp. 3, item F. [Minn. R. 7001]
2.1.206	In the event of a reduction or loss of effective treatment of wastewater at the facility, the Permittee shall control production or curtail its discharges to the extent necessary to maintain compliance with the terms and conditions of this permit. The Permittee shall continue this control or curtailment until the wastewater treatment facility has been restored or until an alternative method of treatment is provided. [Minn. R. 7001]
2.1.207	Solids Management. The Permittee shall properly store, transport, and dispose of biosolids, septage, sediments, residual solids, filter backwash, screenings, oil, grease, and other substances so that pollutants do not enter surface waters or ground waters of the state. Solids should be disposed of in accordance with local, state and federal requirements. [40 CFR 503, Minn. R. 7041]
2.1.208	Scheduled Maintenance. The Permittee shall schedule maintenance of the treatment works during non-critical water quality periods to prevent degradation of water quality, except where emergency maintenance is required to prevent a condition that would be detrimental to water quality or human health. [Minn. R. 7001]
2.1.209	Control Tests. In-plant control tests shall be conducted at a frequency adequate to ensure compliance with the conditions of this permit. [Minn. R. 7001]
2.1.210	Changes to the Facility or Permit. [Minn. R. 7001]
2.1.211	Permit Modifications. Except as provided under Minnesota Statutes, section 115.07, subdivisions 1 and 3, no person required by statute or rule to obtain a permit may construct, install, modify, or operate the facility to be permitted, nor shall a person commence an activity for which a permit is required by statute or rule until the agency has issued a written permit for the facility or activity. Permittees that propose to make a change to the facility or discharge that requires a permit

		modification shall follow Minn. R. 7001.0190. If the Permittee cannot determine whether a permit modification is needed, the Permittee shall contact the MPCA prior to any action. It is recommended that the application for permit modification be submitted to the MPCA at least 180 days prior to the planned change. [Minn. R. 7001]
	2.1.212	Plans, specifications and MPCA approval are not necessary when maintenance dictates the need for installation of new equipment, provided the equipment is the same design size and has the same design intent. For instance, a broken pipe, lift station pump, aerator, or blower can be replaced with the same design-sized equipment without MPCA approval. If the proposed construction is not expressly authorized by this permit, it may require a permit modification. If the construction project requires an Environmental Assessment Worksheet under Minn. R. 4410, no construction shall begin until a negative declaration is issued and all approvals are received or implemented. [Minn. R. 7001]
	2.1.213	Report Changes. The Permittee shall give advance notice as soon as possible to the MPCA of any substantial changes in operational procedures, activities that may alter the nature or frequency of the discharge, and/or material factors that may affect compliance with the conditions of this permit. [Minn. R. 7001]
	2.1.214	Chemical Additives. The Permittee shall receive prior written approval from the MPCA before increasing the use of a chemical additive authorized by this permit, or using a chemical additive not authorized by this permit, in quantities or concentrations that have the potential to change the characteristics, nature and/or quality of the discharge. The Permittee shall request approval for an increased or new use of a chemical additive at least 60 days, or as soon as possible, before the proposed increased or new use. This written request shall include at least the following information for the proposed additive: a. The process for which the additive will be used; b. Safety Data Sheet (SDS) which shall include aquatic toxicity, human health, and environmental fate information for the proposed additive. The aquatic toxicity information shall include at minimum the results of: a) a 48-hour LC50 or EC50 acute study for a North American freshwater planktonic crustacean (either Ceriodaphnia or Daphnia sp.) and b) a 96-hour LC50 acute study for rainbow trout, bluegill or fathead minnow or another North American freshwater aquatic species other than a planktonic crustacean; c. a complete product use and instruction label; d. the commercial and chemical names and Chemical Abstract Survey (CAS) number for all ingredients in the additive (If the MSDS does not include information on chemical composition, including percentages for each ingredient totaling to 100%, the Permittee shall contact the supplier to have this information provided); and e. The proposed method of application, application frequency, concentration, and daily average and maximum rates of use. Upon review of the information submitted regarding the proposed chemical additive, the MPCA may require additional information be submitted for consideration. This permit may be modified to restrict the use or discharge of a chemical additive and include additional influent and effluent monitoring requirements. Approval for the use of an additive shall not justify the exceedance of any effluent limitation nor shall it be used as a defense against pollutant levels in the discharge causing or contributing to the violation of a water quality standard. [Minn. R. 7001]
	2.1.215	MPCA Initiated Permit Modification, Suspension, or Revocation. The MPCA may modify or revoke and reissue this permit pursuant to Minn. R. 7001.0170. The MPCA may revoke without reissuance this permit pursuant to Minn. R. 7001.0180. [Minn. R. 7001]
	2.1.216	TMDL Impacts. Facilities that discharge to an impaired surface water, watershed or drainage basin may be required to comply with additional permits or permit requirements, including additional restriction or relaxation of limits and monitoring as authorized by the CWA

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

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

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

2.1.247	"Stormwater Pond" for purposes of this permit means constructed detention or retention facilities for the treatment of stormwater runoff under the requirements of this permit. This includes permanent ponds, dry ponds, flow equalization ponds (followed by other BMPs), and constructed wetlands. However, natural wetlands (including types 1-8) and other natural surface water bodies are not industrial stormwater ponds, parts of ponds or pond systems, and cannot be used as BMPs for stormwater treatment unless mitigated in accordance with applicable state rules. [State Definitions]
2.1.248	"Structural BMPs" refers to the installation of devices that will reduce or eliminate pollutants to stormwater through installation of permanent structural devices to treat or control runoff. Examples of structural BMPs include but are not limited to installation of stormwater diversion berms or channels; sedimentation basins (retention or detention basins); oil/water separators; grit chambers; roofs, awnings, or buildings to cover significant material. [State Definitions]
2.1.249	"Tanks" means a container, vessel, or enclosure designed to contain substances and is constructed of materials such as concrete, steel, plastic, or fiberglass reinforced plastic, and provides structural support. [State Definitions]
2.1.250	"Temporarily Inactive Facility" means a site or portion of a site where nonmetallic mineral mining and/or milling, asphalt production and ready-mix concrete production occurred in the past but currently are not being actively undertaken and permit coverage is being maintained for the possibility of mining and/or associated activities in the foreseeable future. [State Definitions]
2.1.251	"Treatment Works" means any plant, disposal field, lagoon, dam, pumping station, constructed drainage ditch or surface water intercepting ditch, or other works not specifically mentioned herein, installed for the purpose of treating, stabilizing or disposing of sewage, industrial waste, or other wastes. For the purposes of this permit, this includes stormwater ponds, sedimentation basins and/or infiltration devices for stormwater management. [Minn. Stat. ch. 115.01, Subd. 21, State Definitions]
2.1.252	"Water Quality Standards" means those provisions contained in Minn. R Chapters 7050 and 7052. [Minn. R. 7050, Minn. R. 7052, State Definitions]
2.1.253	"Wetlands" means those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Constructed wetlands designed for wastewater treatment are not waters of the state. Wetlands must have the following attributes: a. a predominance of hydric soils; b. inundated or saturated by surface water or groundwater at a frequency and duration to support a prevalence of hydrophytic vegetation typically adapted for life in a saturated soil condition; and, c. under normal circumstances support a prevalence of such vegetation. [Minn. R. 7050.0186, Subp. 1(a)B, State Definitions]

Permit issued: June 25, 2021
Permit expires: May 31, 2027
Permit modified: May 10, 2024

3. Submittal action summary

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

Permit issued: June 25, 2021
Permit expires: May 31, 2027
Permit modified: May 10, 2024

4. Limits and monitoring

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

DISPLAYNAME	MAILINGADDR	MAILINGCITYSTATEZIP
JAMES M & JESSICA A MORRISON	101 HIGH VIEW CT	COURTLAND MN 56021
JAY JANOWSKI	103 HIGH VIEW CT	COURTLAND MN 56021
TIMOTHY C & AMBER E WAIBEL	105 HIGH VIEW CT	COURTLAND MN 56021
DAVID L & BECKY A WILFAHRT	107 HIGH VIEW CT	COURTLAND MN 56021
DEBRA A PIERSON & BRYAN D CLANCY	109 HIGH VIEW CT	COURTLAND MN 56021
DALE M & BETTY M BRAUN	113 HIGH VIEW CT	COURTLAND MN 56021
RALPH W & CAROL A BENTS	116 HIGH VIEW CT	COURTLAND MN 56021
W LORENTZ CONSTRUCTION	125 KINGSWOOD DR	MANKATO MN 56001
JAMES C STOLZ	16 FIEMEYER DR	COURTLAND MN 56021
ULLAND BROTHERS INC	1634 HWY 210	CARLTON MN 55718
DARLENE J BERANEK	166 531ST AVE	COURTLAND MN 56021
HANCOCK CONCRETE PRODUCTS LLC	17 ATLANTIC AVE	HANCOCK MN 56244
SETH GREENWOOD	1700 SUNRISE DRIVE	ST PETER MN 56082
KENNETH A & JANICE E DRILL	28 FIEMEYER DR	COURTLAND MN 56021
BONNIE L BODE REVOCABLE TRUST	4 FIEMEYER DR	COURTLAND MN 56021
TIM HARMENING - COURTLAND TWP	43370 541ST AVE	COURTLAND MN 56021
TAMMY L WILLS	45395 STATE HIGHWAY 99	NICOLLET MN 56074
EVELINE - LE DRILL	52497 US HIGHWAY 14	COURTLAND MN 56021
DARIN & KRISTEN DRILL	52605 506TH ST	COURTLAND MN 56021
CAROL FOLSOM	53038 US HIGHWAY 14	COURTLAND MN 56021
MARVIN R & LISA A DRILL	54 ROSYLN RD	NEW ULM MN 56073
RIVER VALLEY ENTERPRISES LLC	54 ROSYLN RD	NEW ULM MN 56073
LAURA B GROSSMANN	8 FIEMEYER DR	COURTLAND MN 56021
MINNESOTA HARDWOODS LLC	PO BOX 10	COURTLAND MN 56021

ATTACHMENT F
Neighbor Notification List

04/01/2024 - 05/29/2024 Permit Form

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME	PARCEL ID
SPT24-03	SSTS PERMIT	REPLACEMENT SEPTIC FOR A 3 BEDROOM HOUSE	66251 340TH ST, GIBBON, MN 55335	SEARLES WELL	13.006.0400
BLD24-17	STRUCTURE PERMIT	REASSEMBLED 40 X 40' STEEL STRUCTURE	56033 350TH ST, LAFAYETTE MN 56054	TANYA & CHAD HOFFMANN	06.012.0105
BLD24-18	STRUCTURE PERMIT	36' X 115' DAIRY BARN EXTENSION	43145 CO RD 13, SAINT PETER, MN 56082	PETER SEITZER	10.120.0205
BLD24-19	STRUCTURE PERMIT	40' X 60' NEW SHED, MOVE EXISTING SHED	63259 388TH LN, NEW ULM, MN 56073	KEVIN REINHART	13.027.3300
SPT24-07	SSTS PERMIT	TANK REPLACEMENT FOR A 4 BEDROOM HOUSE	52899 MINNEWAUKON CT, N. MANKATO, MN 56003	JADD SEPPMANN AND SONS	01.642.0010
BLD24-20	STRUCTURE PERMIT	NEW 3,282 SQ FT DWELLING & 40' X 70' DETACHED SHED	TBD	SANTIAGO TOPETE ARCE	01.011.0300
SPT24-08	SSTS PERMIT	REPLACEMENT SEPTIC FOR A 3 BEDROOM HOUSE	40010 STATE HWY 22, ST PETER, MN 56082	ST PETER WELL	07.131.0860
SPT24-09	SSTS PERMIT	REPLACEMENT SEPTIC FOR A 3 BEDROOM HOUSE	34260 348TH ST, LE SUEUR, MN 56058	ST PETER WELL	07.104.0700
BLD24-21	STRUCTURE PERMIT	NEW GARAGE >1000 SQ/FT	46126 571ST LN, NEW ULM, MN 56073	DENNIS LEGARE	04.202.0400
BLD24-23	STRUCTURE PERMIT	SHED LEAN-TO JULY 23	37477 345TH LN, ST. PETER, MN 56082	JOHN ZIEGLER	07.121.1415
BLD24-24	STRUCTURE PERMIT	BACKYARD DECK	52547 RAVINE RD, N. MANKATO MN 56003	CHAD & MICHELLE BERGER	01.682.0100
PLN24-08	CONDITIONAL USE PERMIT	41 KW SOLAR ENERGY SYSTEM	46672 381ST AVE, SAINT PETER, MN 56082	MARK SEAMON	10.301.1300
BLD24-25	STRUCTURE PERMIT	40 X 40 REPLACEMENT SHED	62579 346TH LN, GIBBON MN 55335	LEON MATTIES	13.002.0300
SPT24-12	SSTS PERMIT	REPLACEMENT SEPTIC SYSTEM	42389 KERNS DR, NORTH MANKATO, MN 56003	JADD SEPPMANN AND SONS	01.592.0040
BLD24-26	STRUCTURE PERMIT	40 X 56 MACHINE SHED FOR PERSONAL COLD STORAGE	47166 481ST AVE, NICOLLET MN 56074	JOSEPH WEBER	09.007.0200
BLD24-27	STRUCTURE PERMIT	16 X 30 ATTACHED GARAGE ADDITION	40910 JUDSON BOTTOM RD	CHRIS CARNAHAN	01.109.1800
BLD24-28	RENEWABLE ENERGY PERMIT	RESIDENTIAL ROOF MOUNTED 8.01KW SOLAR PANNELS	52900 MINNEWAUKON DR, N. MANKATO, MN 56003	SKYLINE SOLAR	01.741.0045
BLD24-29	STRUCTURE PERMIT	3279 SF NEW DWELLING	TBD	LAGER CONSTRUCTION	07.121.1405
SPT24-13	SSTS PERMIT	REPLACEMENT SEPTIC FOR A 3 BEDROOM HOUSE	51731 COUNTY ROAD 21, COURTLAND, MN 56021	SEARLES WELL	04.134.0910
BLD24-30	LAND ALTERATION PERMIT	RIVER ROCK PAD FOR 2 NEW CAMP SITES	33952 348TH ST, LE SUEUR, MN 56058	JOHN & KAREN BRANCAMP	07.103.0600
SPT24-14	SSTS PERMIT	REPLACEMENT SEPTIC FOR A 3 BEDROOM HOUSE	61794 SUNSET LN, NEW ULM, MN 56073	SEARLES WELL	13.743.0010
BLD24-31	STRUCTURE PERMIT	15' X 15' OFFICE ADDITION TO SHED	45919 381ST AVE, SAINT PETER MN 56082	JENNIFER YOST	10.136.1300
BLD24-32	STRUCTURE PERMIT	20' X 30' GARAGE ADDITION	44607 367TH AVE, SAINT PETER MN 56082	TREVOR ROBB	10.230.0710
BLD24-33	STRUCTURE PERMIT	16' X 22' DECK	42111 KERNS DR, NORTH MANKATO, 56003	BETSY DALLUGE	01.593.0040
SPT24-15	SSTS PERMIT	REPLACEMENT SYSTEM FOR A 4 BEDROOM HOUSE	45408 551ST AVE, COURTLAND, MN 56021	SEARLES WELL	04.036.0600
SPT24-16	SSTS PERMIT	NEW SYSTEM FOR A NEW 3 BEDROOM HOUSE	58167 428TH LN, NEW ULM, MN 56073	SEARLES WELL	06.116.1100
BLD24-35	STRUCTURE PERMIT	NEW 3,400 SQ FOOT DWELLING	45178 STATE HWY 111, NICOLLET MN 56074	RANDY DORN	05.033.0210
PLN24-9	VARIANCE	FRONT YARD VAR REQUEST	46255 380TH ST, NICOLLET MN 56074	TRAVIS ZIMMERMAN	08.028.0205
BLD24-36	STRUCTURE PERMIT	SPLIT 8' X 16' DECK AND MOVE TO 2 NEW LOCATIONS	47052 435TH AVE, NICOLLET MN 56074	TYLER THOMPSON	09.012.0200 09.012.0100
SPT24-17	SSTS PERMIT	REPLACEMENT SEPTIC FOR A 3 BEDROOM HOUSE	44499 443RD LN, NORTH MANKATO, MN 56003	JOEL SHULT	09.026.0800
BLD24-37	STRUCTURE PERMIT	48' D 54.5' H GRAIN BIN	41416 403RD AVE	KEVIN WENNER	12.009.0110
BLD24-38	STRUCTURE PERMIT	10 X 15 & 30 X 34 HOME ADDITION	56862 350TH ST, LAFAYETTE MN 56054	ANDREW KAMM	06.002.0400
BLD24-39	STRUCTURE PERMIT	NEW 7' X 30' PORCH	45919 381ST AVE, SAINT PETER MN 56082	JENNIFER YOST	10.136.1300
BLD24-40	FEEDLOT CONSTRUCTION PERMIT	102' 2" X 96' BARN ADDTION & 736,427 SF ³ LMSA. APPROVED VIA PLN23-04	38171 403RD AVE, SAINT PETER MN 56082	MIKE ANNEXSTAD	07.028.0415
BLD24-41	STRUCTURE PERMIT	40' X 40' SHED	50860 CO RD 15, NICOLLET MN 56074	WADE KARSTAD	02.026.0100
BLD24-42	STRUCTURE PERMIT	80' X 100' BARN	45711 380TH ST, NICOLLET MN 56074	DAVID HANSON	08.027.0300
BLD24-45	STRUCTURE PERMIT	NEW 48' GRAIN BIN	64008 FORT RD, NEW ULM MN 56073	MICHAEL BASTIAN	13.027.0100
BLD24-46	STRUCTURE PERMIT	2860 SQ FT REAPLACEMENT DWELLING	58167 428TH LN, NEW ULM, MN 56073	KEVIN FINSTAD	06.116.1100

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item:

Houston Engineering, Inc. Services Agreement

Primary Originating Division/Dept.: Property Services

Meeting Date: 06/25/2024

Contact: Kenny Famakinwa Title: Environmental Spec.

Item Type: Regular Agenda
(Select One)

Amount of Time Requested 5 minutes

Presenter: Kenny Famakinwa Title: Environmental Spec.

Attachments: ☒ Yes ☐ No

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

BACKGROUND/JUSTIFICATION:

Attached is an agreement with Houston Engineering, Inc., a consulting firm who will assist in the development of a comprehensive watershed plan for the Minnesota River - Mankato One watershed, One Plan Partnership. The Consultant is responsible for drafting a plan that follows the requirements of Minnesota Statutes 103B.801 and the Plan Content Requirements adopted by the Minnesota Board of Water and Soil Resources.

Members from the Policy Committee and the Steering Team conducted interviews on May 2nd. After reviewing consultant presentations and proposals, the recommendation was made to the Policy Committee to enter into a contract with Houston Engineering, Inc.

I am asking the Board to consider approving this agreement.

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 Services Agreement

FISCAL IMPACT: Included in current budget
(Select One)

FUNDING
County Dollars =

If "Other", specify BWSR Grant Funding

Grant \$171,700
(Select One)

FTE IMPACT: No FTE change
(Select One)

Total

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:



Houston Engineering, Inc.
7550 Meridian Circle North
Suite 120
Maple Grove, MN 55369
P: (763) 493-4522 | F: (763) 493-5572

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: Minnesota River-Mankato One Watershed, One Plan
HOUSTON JOB NO.: 8364-0005 HOUSTON PROJ. MGR.: Rachel Olm
CLIENT/OWNER NAME: Nicollet County
CLIENT/OWNER ADDRESS: 501 South Minnesota Avenue, St. Peter, Minnesota
CLIENT/OWNER PHONE NO.: 507-934-7073 CLIENT/OWNER CONTACT: Kenny Famakinwa

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 18th day of June, 2024, 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 Minnesota River-Mankato One Watershed, One Plan ("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 March, 2026, 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 (Houston assumes no responsibility to perform any services not specifically listed.)
☒ ATTACHMENT B - GENERAL TERMS AND CONDITIONS
☒ ATTACHMENT C - AMENDED GENERAL TERMS AND CONDITIONS
☒ ATTACHMENT D - 2024 FEE SCHEDULE
☐ FEE SCHEDULE - DATED _____
☐ ALTA/NSPS LAND TITLE SURVEY RIDER

4. **Compensation.**

- \$ _____ Lump Sum Fee - Based on the Services defined herein
\$ 171,700 Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule
\$ _____ Percentage of Estimated Construction Cost
\$ _____ Other - _____

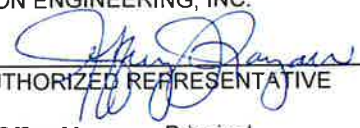
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

BY: _____
AUTHORIZED REPRESENTATIVE

TITLE: _____

HOUSTON ENGINEERING, INC.

BY: 
AUTHORIZED REPRESENTATIVE

TITLE: Office Manager, Principal

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE ADDRESS ABOVE

Attachment A – Scope of Services

This document describes the scope of services to be performed by Houston Engineering, Inc (HEI) for Nicollet County on behalf of the Minnesota River-Mankato One Watershed, One Plan (1W1P) Partnership (Partnership). These services are governed by the General Terms and Conditions in **Attachment B** as described in the client owner services agreement.

Phase 1: Pre-Planning

TASK 1.3: Aggregate Watershed Information

HEI will develop a comprehensive list of potential priority issues based upon a high-level review of information in Attachment B of your Request for Qualifications. This draft “issues table” will be further revised in future tasks.

HEI will draft a style guide and logo for use throughout the rest of the planning process. In addition, HEI will also develop a plan outline that aligns with the current One Watershed, One Plan Content Requirements (Version 3.0).

HEI Deliverables:

- Compile data for use in the planning process
- Draft issues table
- Draft style guide and logo
- Draft plan outline
- Final style guide and logo
- Final plan outline

Partnership Assumptions:

- Will provide input on draft issues table, style guide and logo, and plan outline

TASK 1.4: Notify Plan Review Authorities and Host Public Kickoff Meeting

The public kick-off meeting provides the opportunity for the Partnership to explain the 1W1P planning purpose and process to the community and gain public feedback on plan issues to ensure that all issues deemed of value by the public are included. HEI will recommend options to engage and solicit useful input from the public about the resources and issues that matter to them. This Scope of Services and budget assumes HEI provide four (4) large-scale maps that the public can interact with to understand the locations of issues and resources within the plan area. This Scope of Services also includes creation of a survey (Google Forms) to support receiving public feedback during the public kickoff process.

HEI will review, summarize, and save all responses from the 60-day comment period. Identified resources and issues from the 60-day comment period will be added to the issue table developed in Task 1.3 and presented to the Partnership before prioritization.

HEI Deliverables:

- Aggregated 60-day responses
- Draft maps of issues and resource concerns (assumes 4 maps) for supporting public kickoff
- One revision to draft maps of issues and resource concerns

- Revised issues table based on 60-day responses and public input
- One survey (Google Forms) to support public kickoff with one revision
- Final survey to support public kickoff

Partnership Assumptions:

- Will draft and distribute 60-day comment letters
- Will provide HEI with the 60-day response letters
- Will take the lead on planning the public kickoff

Phase 2: Draft Plan

TASK 2.1: Write the Land and Water Resources Narrative

Based on data aggregated in Task 1.3, HEI will develop a concise (10-15 pages) *Land and Water Resources Narrative* to tell a story of the watershed and the resources within it. HEI will also develop up to five (5) maps to support this plan section and summarize resources within the watershed. HEI will perform one round of revisions to the draft *Land and Water Resource Narrative*, as well as to each Draft deliverable.

HEI Deliverables:

- Maps for *Land and Water Resource Narrative* (up to 5 maps)
- Draft *Land and Water Resource Narrative*
- One revision to each draft deliverable from this task
- Final *Land and Water Resource Narrative*

Partnership Assumptions:

- Will provide one combined set of revisional comments for each of the draft deliverables from this task

TASK 2.2: Identify and Prioritize Resources and Issues

The Partnership will use the issues table from **Task 1.3** to finalize the full issues list and select the priority issues that will be the focus of the plan. HEI will assist in the prioritization exercise through use of survey/ in-person committee voting or worksheets.

HEI will work with the Partnership to select geospatial criteria for prioritizing resources and subwatersheds (HUC-12 scale) to focus implementation efforts on. Based on that selection, HEI will map prioritized resources and subwatersheds for plan priority issues, assuming up to twelve (12) maps. HEI will then draft the plan section *Priority Issues and Resources*. The Partnership will provide one combined set of comments on the draft plan section *Priority Issues and Resources* and the priority resources / subwatershed maps. HEI will make one revision to the plan section and associated maps.

HEI Deliverables:

- Draft plan section *Priority Issues and Resources*
- Draft prioritized resources and subwatersheds maps for plan priority issues (up to 12 maps)
- One revision to each draft deliverable from this task
- Final plan section *Priority Issues and Resources*
- Final prioritized resources and subwatersheds maps for plan priority issues

Partnership Assumptions:

- Provide feedback on geospatial criteria
- Provide one combined set of revisional comments on the Draft plan section *Priority Issues and Resources*
- Provide one combined set of revisional comments on prioritized resources and subwatersheds maps

TASK 2.3: Establish Measurable Goals

HEI will collaborate with the Partnership to develop short-term goals that are attainable during the timeframe of plan implementation, and desired future condition statements for plan priority issues. Using these draft measurable goals, HEI will develop the draft plan section *Measurable Goals*. The Partnership will provide one combined set of revisional comments to the draft measurable goals, and one separate combined set of revisional comments to the draft plan section *Measurable Goals*.

HEI Deliverables:

- Draft measurable goals
- Draft plan section *Measurable Goals*
- One revision to draft measurable goals
- One revision to plan section *Measurable Goals*
- Final plan section *Measurable Goals*

Partnership Assumptions:

- Will provide one combined set of revisional comments on the draft measurable goals
- Will provide one combined set of revisional comment on the draft plan section *Measurable Goals*

TASK 2.4: Develop a Targeted Implementation Schedule

HEI will draft the plan section Targeted Implementation Schedule. As part of the targeting effort, HEI will develop one draft and one revised scenario for implementation using data from the Hydrological Simulation Program FORTRAN Scenario Application Manager (HSPF-SAM), recognizing that **HSPF-SAM does not identify or map conservation practices at the field scale**. HEI will also use other available geospatial data to further target implementation efforts at a finer scale. The Partnership will be able to provide one combined set of revisional comments for the plan section. HEI will then make one revision to the plan section.

HEI Deliverables:

- Draft plan section: *Targeted Implementation Schedule*, with one revision
- Two HSPF-SAM subwatershed-scale implementation scenarios (limited to management practices included in the model) with associated maps and data products
- Final plan section: *Targeted Implementation Schedule*

Partnership Assumptions:

- Will provide one combined set of revisional comments for each Draft deliverable from this task
- Assumes Version 1.2 of HSPF-SAM is available to HEI online, or that any updated model is provided to HEI by MPCA.

TASK 2.5: Describe Implementation Programs

During this task HEI will aggregate budget information and conduct a regulatory comparison for the local government partners. HEI will make one revision to the aggregated budget information and regulatory authorities based upon one combined set of revisional feedback from the Partnership. HEI will also draft the plan section *Implementation Programs*. HEI will then make one revision to plan section.

HEI Deliverables:

- Draft aggregated local partner budgets
- Draft regulatory authority comparison
- Draft Plan Section: *Implementation Programs*
- One revision to each Draft deliverable from this task
- Final plan section: *Implementation Programs*

Partnership Assumptions:

- Will fill in the regulatory comparison worksheet for their LGU
- Will fill in the local partner budgets worksheet for their LGU
- Will provide one combined set of revisional comments for each draft deliverable from this task

TASK 2.6: Determine Plan Administration and Coordination

HEI will draft the plan section *Plan Administration and Coordination*. HEI will make one revision to the draft plan section based upon one combined set of comments from the Partnership.

HEI Deliverables:

- Draft Plan Section: *Plan Administration and Coordination*
- One revision to the draft plan section
- Final Plan Section: *Plan Administration and Coordination*

Partnership Assumptions:

- Will coordinate discussions and lead decision on formal agreement structure
- Will provide one combined set of comments for each of the draft deliverables in this task

TASK 2.7: Write Plan Final Review Draft

HEI will compile all draft sections for an internal review. As part of this task, the executive summary and appendices will also be compiled for review.

After the local partners have completed their internal review of the draft plan and compiled their comments at the Steering, Advisory, and Policy Committee levels, HEI will complete one final revision and prepare a final draft for formal review.

HEI Deliverables:

- Assemble Appendices
- Draft Executive Summary
- Complete draft of the *Minnesota River - Mankato Comprehensive Watershed Management Plan (CWMP)*
- One revision to the draft *Minnesota River - Mankato CWMP*
- Final *Minnesota River - Mankato CWMP* that is ready for the formal review process

Partnership Assumptions:

- Manage an internal review among partner entities and committee members
- Provide one combined set of revisional comments on the complete draft of the *Minnesota River - Mankato CWMP*

Phase 3 Plan Review and Submission

Task 3.1 Conduct Formal Review

HEI will develop a comment response table and track comments received from the 60-day formal review and public hearing. HEI will go through the comments received during the formal review and public hearing with the Partnership. The Partnership will make decisions on the revisions to make to the CWMP. HEI will make one revision to the CWMP based upon the decisions made by the Partnership.

HEI Deliverables:

- Develop a comment response table to track comments received from the formal review and public hearing
- Work with the Partnership to identify revisions that are needed
- Capture any additional revisions from local partners in the comment and response table
- Final list of revisions for the *Minnesota River - Mankato CWMP*

Partnership Assumptions:

- Provide HEI with any comments received during the public notice process.
- Decide on final revisions needs for the *Minnesota River - Mankato CWMP*

TASK 3.2 Write Final Plan and Submit to BWSR

HEI will work with the Partnership and other local partners to produce the final CWMP.

HEI Deliverables:

- Produce final *Minnesota River - Mankato CWMP* ready for formal approval

Partnership Assumptions:

- Decide on any final revisions to be made to the *Minnesota River - Mankato CWMP*
- Submit final plan to BWSR
- Attend BWSR meeting and present the plan for approval

Meetings

Our Scope of Services includes participation and facilitation for one staff member in 22 in-person meetings over 11 meeting days, or trips. Meetings are assumed 3 hours long each in St. Peter, MN. These meetings are inclusive of any attendance in public kickoff events. This Scope of Services also includes participation and facilitation for 14 conference calls, assumed 3 hours long each. At the discretion of the plan partners, any meeting can be adjusted to an alternative level of effort, and our team can also be contracted for additional meetings if deemed necessary.

HEI Deliverables:

- 22 in-person meetings over 11 meeting days / trips (\$4,100 / meeting)
- 14 virtual meetings (\$1,500 / meeting)

Partnership Assumptions:

- Will provide a facility where the in-person meeting can be hosted
- Will distribute meeting materials and print documents needed for each meeting
- May host additional planning meetings without HEI in attendance

Schedule

The schedule on the following page assumes HEI receives a signed agreement no later than June 25, 2024.

Phase Description	Start Date	Completion Date
Phase 1: Pre-Planning	June 2024	August 2024
Phase 2: Draft Plan	June 2024	July 2025
Phase 3: Plan Review and Submission	July 2025	March 2026

Budget

Scope Task	Task Description	Estimated Cost
Phase 1: Pre-Planning		
1.3	Aggregate Watershed Information	\$4,500
1.4	Notify Plan Review Authorities and Host Public Kickoff Meeting	\$7,400
Phase 2: Draft Plan		
2.1	Write the Land and Water Resources Narrative	\$7,300
2.2	Identify and Prioritize Resources and Issues	\$12,500
2.3	Establish Measurable Goals	\$19,300
2.4	Develop a Targeted Implementation Schedule	\$22,900
2.5	Describe Implementation Programs	\$3,000
2.6	Determine Plan Administration and Coordination	\$2,300
2.7	Write Plan Final Review Draft	\$16,800
Phase 3: Plan Review and Submission		
3.1	Conduct Formal Review	\$4,000
3.2	Write Final Plan and Submit to BWSR	\$5,300
Meetings and Engagement		\$66,400
Scope of Services Total		171,700

Compensation

HEI will perform the services identified above on a time and materials basis up to an amount of **\$171,700**. HEI shall not exceed this amount for the completion of tasks described within the portion of this Scope of Services titled Professional Services Agreement without prior written approval from Nicollet

County. HEI will use the current year's rate schedule, e.g. 2024 rates for work performed in 2024, and 2025 rates for work performed in 2025 (for 2024 rates, see **Attachment C**). HEI reserves the right to move dollars across tasks, while remaining within / below the total amount identified by this Agreement.

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination, 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.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days written notice to the other party, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. LIMITATION OF LIABILITY

In no event shall Houston be liable for incidental, indirect or consequential damages of any kind. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

7. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

8. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

9. INDEMNIFICATION

Client shall indemnify, and hold harmless Houston, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Houston's breach of this Agreement or Houston's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

10. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

11. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the work, means or methods of contractors or their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents or subcontractors on a site shall not imply that Houston controls the operations of others nor shall it be construed to be an acceptance by Houston of any responsibility for job-site safety.

12. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

13. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston.

14. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

15. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

16. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

17. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

18. FORCE MAJURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

19. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

20. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; or if deposited in the United States Mail, certified or registered, postage prepared, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service. Notices, demand or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

21. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.



MAPLE GROVE OFFICE
7550 MERIDIAN CIRCLE N., SUITE 120.
MAPLE GROVE, MN 55369
P: (763) 493-4522

Amendment to the General Terms and Conditions (“GC’s”), which are part of the Client/Owner Services Agreement (“Agreement”) dated June 18, 2024, by and between Houston Engineering, Inc. (“Houston”) and Nicollet County (“Client”).

The following clauses are hereby incorporated and made a part of the Agreement, to either replace or supplement the terms thereof. In the event of any conflict or discrepancy between the terms of this Amendment and the terms of the GC’s, the terms of this Amendment shall control.

Section 3: Delete:

“Houston’s maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement.”

and replace with:

“Houston’s maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the insurance amount stipulated in Section 7.”

Section 5. Add:

Either party may termination this Agreement, with or without cause, by giving the other party thirty (30) days written notice.

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
<u>(1)</u>	<u>Commercial General Liability (CGL)</u> General Aggregate 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.	\$2,000,000 \$1,500,000
<u>(2)</u>	<u>Workers’ Compensation and Employer’s Liability</u> 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	Statutory \$500,000 \$500,000 \$500,000

	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.	
(3)	<u>Professional Liability (PL/E&O)</u> 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 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.	\$1,500,000 \$2,000,000
(4)	<u>Automobile Liability</u> 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

An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

Section 9: Add underlined text:

Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, elected officials, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Houston's breach of this Agreement or Houston's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project.

Section 15: Delete Section

Section 16: Replace "North Dakota" with "Minnesota" and "Cass County" with "Nicollet County"

Section 17: Delete:

"Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws."

An replace with:

"Houston recognizes that Client is obligated to release records and certain data consistent with the Minnesota Data Practices Act regardless of its classification by Houston."

Section 19: Delete Section

Section 21: Delete:

No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

And replace with:

No failure or delay on the part of either party in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

LABOR RATES

The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2024 Rates	Category	2024 Rates	Category	2024 Rates
Engineering Assistant 1	\$100	Technician Assistant	\$103	Project Assistant 1	\$84
Engineering Assistant 2	118	Technician 1	118	Project Assistant 2	97
Engineer 1	143	Technician 2	126	Project Assistant 3	103
Engineer 2	150	Technician 3	135	Project Assistant 4	108
Engineer 3	158	Technician 4	143	Project Assistant 5	115
Engineer 4	165	Technician 5	150	Project Assistant 6	120
Engineer 5	176	Technician 6	158	Planner 1	\$165
Engineer 6	187	Technician 7	166	Planner 2	181
Engineer 7	198	Technician 8	175	Planner 3	197
Engineer 8	208	Technician 9	183	Planner 4	228
Engineer 9	218	Technician 10	192	Planner 5	239
Engineer 10	228	Technician 11	200	Land Surveyor 1	\$150
Engineer 11	238	GIS Assistant	\$73	Land Surveyor 2	172
Engineer 12	250	GIS Analyst 1	112	Land Surveyor 3	190
Engineer 13	259	GIS Analyst 2	123	Land Surveyor 4	203
Scientist 1	\$139	GIS Analyst 3	135	Land Surveyor 5	228
Scientist 2	150	GIS Analyst 4	147	Land Surveyor 6	250
Scientist 3	165	GIS Analyst 5	158	CAD Technician 1	\$105
Scientist 4	178	GIS Analyst 6	169	CAD Technician 2	110
Scientist 5	189	Project Manager 1 – Technology	172	CAD Technician 3	118
Scientist 6	221	Project Manager 2 – Technology	190	CAD Technician 4	126
Scientist 7	250	Project Manager 3 – Technology	221	CAD Technician 5	135
Hydrogeologist 1	\$150	Software Engineer 1	\$130	CAD Technician 6	143
Hydrogeologist 2	166	Software Engineer 2	146	Drone Pilot	\$159
Hydrogeologist 3	189	Software Engineer 3	157	Drone Visual Observer	64
Hydrogeologist 4	235	Software Engineer 4	168	Landscape Architect 1	\$137
Hydrogeologist 5	250	Software Engineer 5	181	Landscape Architect 2	148
Senior Consultant 1	\$211	Software Engineer 6	192	Landscape Architect 3	159
Senior Consultant 2	262	Computer Technician	\$182	Landscape Architect 4	171
Senior Consultant 3	274			Landscape Architect 5	182
Senior Consultant 4	285				
Senior Consultant 5	295				

SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2024 Rates	Category	2024 Rates
Survey Crews:		ATV/Snowmobile/ Boat	\$15/hour
1-Person Crew (plus equipment)	\$183/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$222/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$275/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$308/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile		
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:

Consider Final Payment for SAP 052-623-027

Primary Originating Division/Dept.: Public Works/Highway

Meeting Date: 06/25/2024

Contact: Seth Greenwood, P.E. Title: PWD/County Engineer

Item Type: Regular Agenda
(Select One)

Amount of Time Requested: 5 minutes

Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer

Attachments: ☐ Yes ☒ No

County Strategy:
(Select One)

Facilities and Space - preserve, maintain and build our assets

BACKGROUND/JUSTIFICATION:

All work on this project is complete and all necessary documentation from the Contractor has been received. Final payment to Holtmeier Construction Inc. can be considered.

Awarded Contract Value \$1,731,897.96
Revised Contract Value \$1,742,244.01

Final Contract Value \$1,732,711.17

Final Payment Amount \$116,874.34

Project SAP 052-623-027 involved ravine and slope stabilization of severely eroded slopes on the inlet and outlet end of a major centerline culvert crossing CSAH 23.

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 final payment for SAP 052-623-027 to Holtmeier Construction, Inc. for the final payment amount of \$116,874.34 and authorize the County Administrator to sign the Certificate of Final Acceptance.

FISCAL IMPACT: Included in current budget
(Select One)

FUNDING

County Dollars =

If "Other", specify:

State \$116,874.34
(Select One)

FTE IMPACT: No FTE change
(Select One)

Total: \$116,874.34

If "Increase or "Decrease," specify:

Related Financial/FTE Comments: Will be using State Aid Regular Construction funds.

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item:

Consider Final Payment for SAP 052-599-027

Primary Originating Division/Dept.: Public Works/Highway

Meeting Date: 06/25/2024

Contact: Seth Greenwood, P.E. Title: PWD/County Engineer

Item Type:
(Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer

Attachments: ☐ Yes ☒ No

County Strategy:
(Select One)

Facilities and Space - preserve, maintain and build our assets

BACKGROUND/JUSTIFICATION:

All work on this project is complete and all necessary documentation from the Contractor has been received. Final payment to Holtmeier Construction Inc. can be considered.

Awarded Contract Value \$1,064,118.90
Revised Contract Value \$1,059,543.95

Final Contractor Value \$983,130.50

Final Payment Amount \$49,987.78

Project SAP 052-599-027 involved the removal of old concrete culverts and the installation of a new 12'X9' box culvert. The work occurred on Kern's Drive East in Belgrade Township.

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 final payment for SAP 052-599-027 to Holtmeier Construction, Inc. for the final payment amount of \$49,987.78 and authorize the County Administrator to sign the Certificate of Final Acceptance.

FISCAL IMPACT: Other
(Select One)

FUNDING
County Dollars =

If "Other", specify:

State \$49,987.78
(Select One)

FTE IMPACT: No FTE change
(Select One)

Total: \$49,987.78

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item:

Consider Approval of Resolution to Grant Authorization to Education Identity and Access Management Program

Primary Originating Division/Dept.: Public Services

Meeting Date: 06/25/2024

Contact: Jaci Kopet

Title: PPSD Director

Item Type:
(Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: Mandy Landkamer

Title: County Administrator

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

The Minnesota Department of Education (MDE) is modernizing several of the County Auditor submissions through a new reporting portal called the County Auditor Reporting Data Submissions (CARDS). The CARDS project will produce a web-based automated data reporting tool that county auditors will use to deliver data to MDE for use by school finance in various reporting and calculation functions. This new reporting system will be used instead of receiving and submitting the current Excel documents via email.

To ensure authorized users submit data on behalf of the Counties, each County Auditor will be required to create an account within MDE's security system: Education Identity and Access Management (EDIAM). Access to the CARDS system cannot be granted unless there is an EDIAM account.

As part of the authorization process, the MDE requires each government unit to approve by resolution annually, who from the county will be given access to the EDIAM program. The MDE recommends the county auditor or equivalent be the authorized user. I am requesting approval for Jaci Kopet, PPSD Director, to be the authorized user for Nicollet County.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

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

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

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

ACTION REQUESTED:

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING

County Dollars =

State

(Select One)

FTE IMPACT: No FTE change
(Select One)

Total:

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:



**RESOLUTION TO APPROVE AUTHORIZATION TO
EDUCATION IDENTITY AND ACCESS MANAGEMENT**



WHEREAS, The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational and government agency that uses the Education Identity and Access Management (EDIAM) system ; and

WHEREAS, The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational or government agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually; and

WHEREAS, The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties; and

WHEREAS, The County Board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for each organization; and

WHEREAS, The EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority; and

WHEREAS, MDE strongly recommends that the County Auditor is designated as the IOwA, who will grant the IOwA Proxy role(s).

NOW THEREFORE BE IT RESOLVED, that the Nicollet County Board of Commissioners authorize Jaci Kopet, Nicollet County Property and Public Services Director, to be the identified official to be granted authority for the Education Identity and Access Management program for Nicollet County (County Code 0052-91).

NOW THEREFORE BE IT FURTHER RESOLVED, that the Nicollet County Board of Commissioners authorize Jaci Kopet, Nicollet County Property & Public Services Director, to act as the IOwA for Nicollet County.

Dated this 25th day of June, 2024

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: Limited Use Permit - Snowmobile Route		
Primary Originating Division/Dept.: Administration		Meeting Date: 06/25/2024
Contact: Mandy Landkamer	Title: County Administrator	Item Type: (Select One) Regular Agenda
Amount of Time Requested: 5 minutes		
Presenter: Mandy Landkaner	Title: County Administrator	Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: MNDOT has notified Nicollet County of the termination of the Limited Use Permit (#5202-0002) between Nicollet County and the State of Minnesota. This agreement was approved by the Board of Commissioners on February 23, 2010. This termination was a result of the realignment of Highway 14. MNDOT has provided a new agreement for the County to consider which will expire on November 1, 2034. Attached are maps of the route along Highway 14.		
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) February 23, 2010		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the resolution.		
FISCAL IMPACT: No fiscal impact (Select One)		FUNDING County Dollars =
If "Other", specify:		State (Select One)
FTE IMPACT: No FTE change (Select One)		Total:
If "Increase or "Decrease," specify:		
Related Financial/FTE Comments:		

District 7 Right of Way
2151 Bassett Drive
Mankato, MN 56001-6888

Office Tel: 507-304-6100
Fax: 507-389-6281

April 4, 2024

Heather McCormick, Finance Director
Seth Greenwood, County Engineer
County of Nicollet
Nicollet County Government Center
501 S Minnesota Ave
Saint Peter, MN 56082

Subject: C.S. 5202 (T.H. 14)
LUP # 5202-0002
Limited Use Permit for Snowmobile Trail
Termination Notice

Dear Ms. McCormick:
Dear Mr. Greenwood:

This letter serves as MnDOT's formal notice to terminate the Limited Use Permit referred to as #5202-0002 by and between the State of Minnesota, Department of Transportation (MnDOT) and the County of Nicollet.

A new Limited Use Permit #5202-0007 has been created for the new Highway 14 and will replace LUP #5202-0002.

Effective on April 15, 2024 MnDOT terminates the Limited Use Permit and such permit is null and void effective on such date.

If you have any questions or concerns, please contact me at: 507-304-6205 or e-mail Carol.Jutting@state.mn.us.

Sincerely,



Carol Ann Jutting
Real Estate Representative, Sr.

cc:

Dist RW Supervisor Title, Dist RW Supervisor
Maintenance Engineer/Area Permit Office

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 5202 (T.H. 14)
C.S. 5203 (T.H. 14)
County of Nicollet
LUP # 5202-0007
Permittee: County of Nicollet
Expiration Date: 11/01/2034
Coop./Const. Agmt #1047570

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to County of Nicollet, ("Permittee"), to use the area within the right of way of Trunk Highway No. 14 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Snowmobile Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a snowmobile trail ("Facility"). The definition and operation of snowmobiles shall be in accordance with Minnesota Statutes §84.81 and §84.87. All signs will be in accordance with Minnesota Rules for the Department of Natural Resources §6100.5300 and §6102.0060 and also "Minnesota Snowmobile Safety, Laws, Rules and Regulations".

The permittee agrees that this permit totally replaces and supersedes the previously issued permit affecting the Area, specifically: The first permit, #5202-0002, was issued on 04/13/2010 on CS 5202 & 5203 (TH 14). Upon issuance of this permit the earlier issued permit is cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 11/01/2034 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:

- (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
- (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities

are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Heather McCormick, Finance Director
Seth Greenwood, County Engineer
Nicollet County Government Center
501 S Minnesota Ave
Saint Peter, MN 56082

and to MnDOT at:

State of Minnesota
Department of Transportation
District 7 Right of Way
2151 Bassett Drive
Mankato, MN 56001-6888

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA
DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District
Engineer

Date _____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

COUNTY OF NICOLLET

By _____
Its Chairman of the County Board

And _____
Its Auditor in his capacity as
Clerk of the County Board

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

EXHIBIT 1
C.S.A.H. 37 INTERCHANGE
OVERALL VIEW

GREEN LINE IS MNDOT EXISTING R/W — YELLOW LINE IS PROPOSED SNOWMOBILE ROUTE



EXHIBIT 1.A

C.S.A.H. 37 SOUTH OF INTERCHANGE

GREEN LINE IS MNDOT EXISTING ROW— YELLOW LINE IS PROPOSED SNOWMOBILE ROUTE

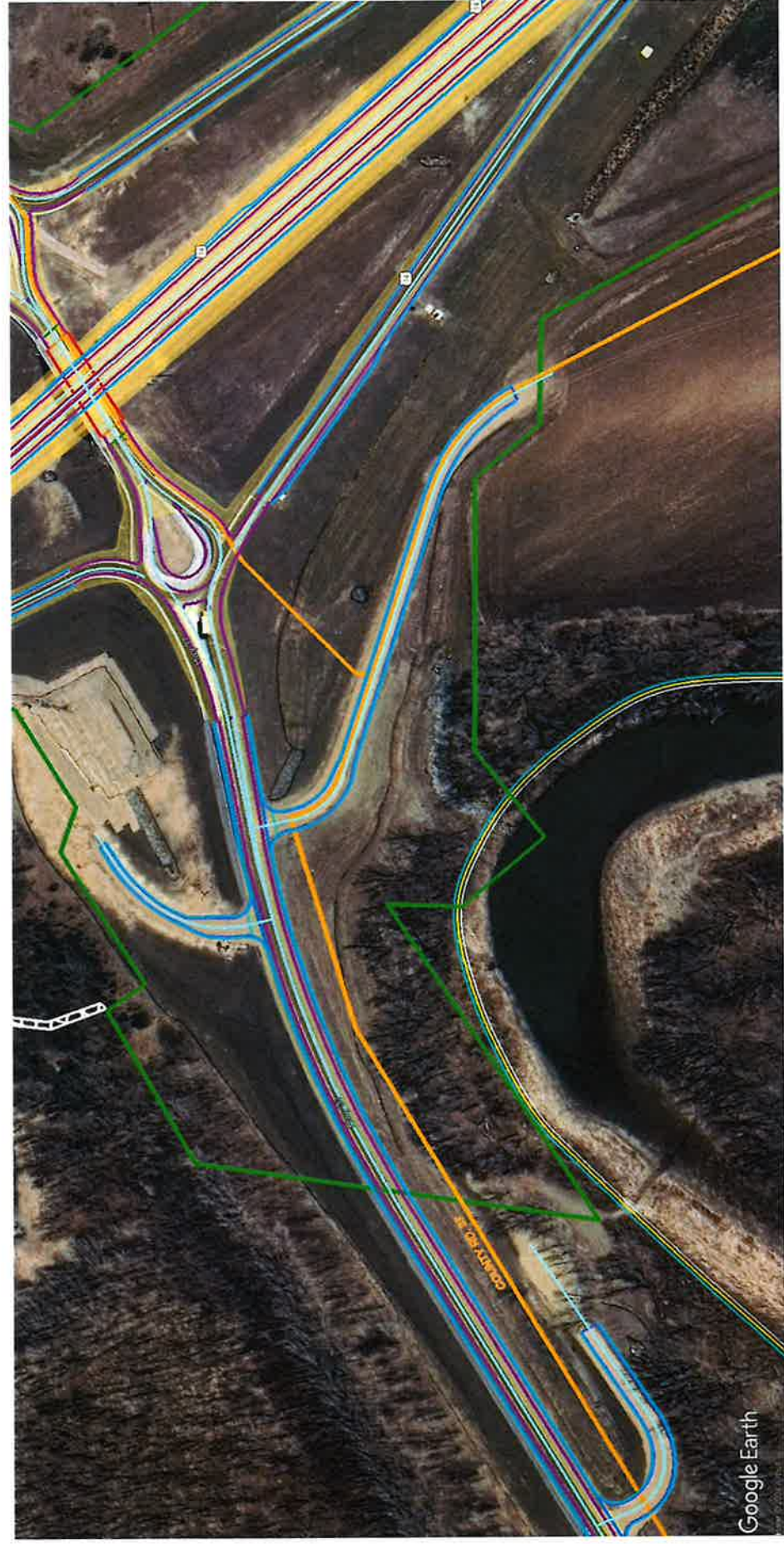


EXHIBIT 1.B

C.S.A.H. 37 / 448TH STREET N. OF INTERCHANGE

GREEN LINE IS MNDOT EXISTING R/W— YELLOW LINE IS PROPOSED SNOWMOBILE ROUTE



EXHIBIT 2
QUARTZITE AREA
DRIVEWAY N. OF HEYMANS CREEK AND 571ST LANE
GREEN LINE IS MNDOT EXISTING ROW— YELLOW LINE IS PROPOSED SNOWMOBILE ROUTE



EXHIBIT 3
WEST END OF COURTLAND
GREEN LINE IS MNDOT EXISTING R/W— YELLOW LINE IS PROPOSED SNOWMOBILE ROUTE

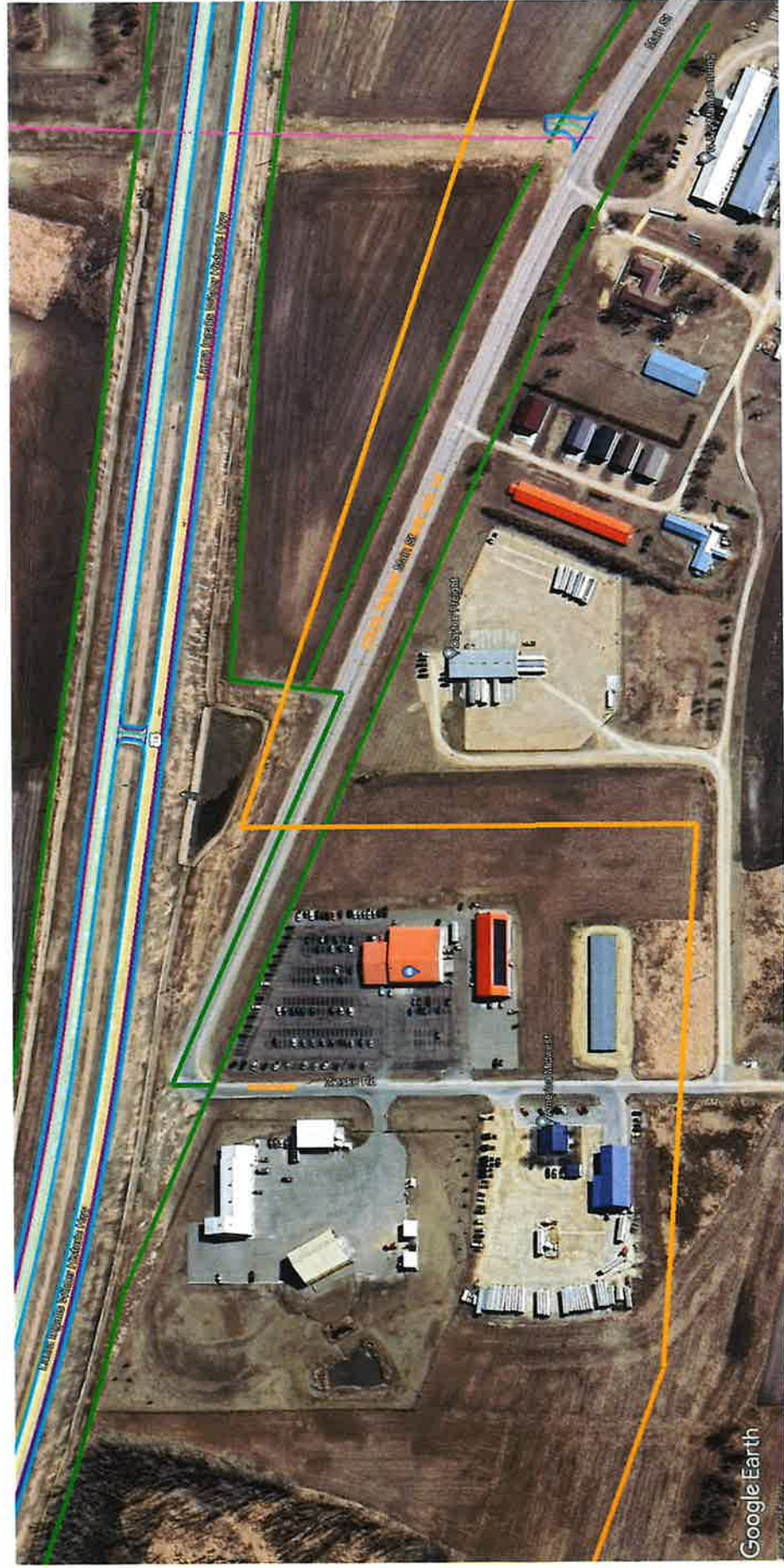


EXHIBIT 4
COURTLAND INTERCHANGE
OVERALL VIEW

GREEN LINE IS MNDOT EXISTING RAW— YELLOW LINE IS PROPOSED SNOWMOBILE ROUTE

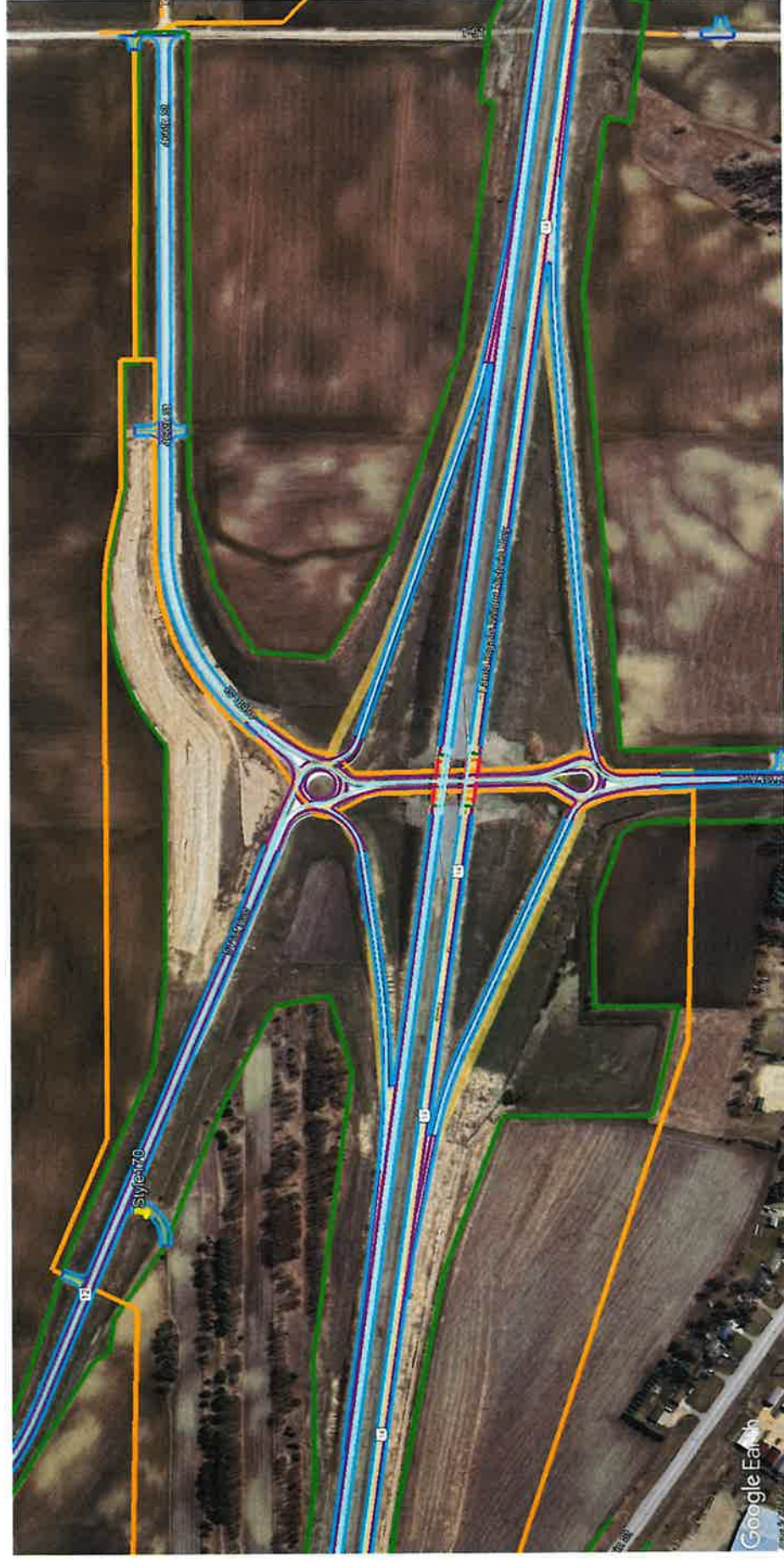


EXHIBIT 4.A
COURTLAND INTERCHANGE
C.S.A.H. 12 NW OF INTERCHANGE/NORTH ROUTE
GREEN LINE IS MNDOT EXISTING R/W— YELLOW LINE IS PROPOSED SNOW/MOBILE ROUTE

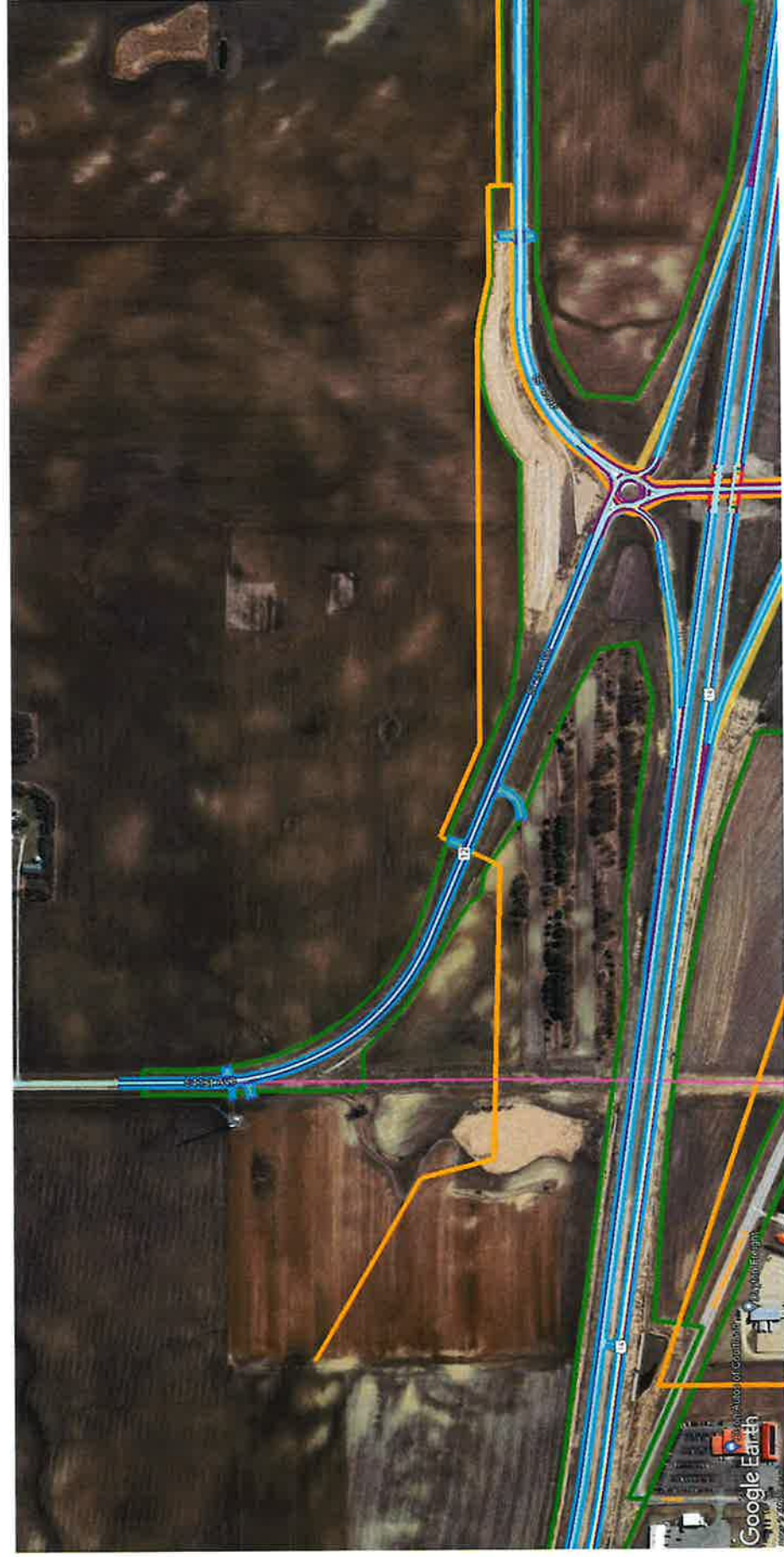


EXHIBIT 4.B
COURTLAND INTERCHANGE
466TH EAST EXTENSION
GREEN LINE IS MNDOT EXISTING R/W— YELLOW LINE IS PROPOSED SNOWMOBILE ROUTE



EXHIBIT 4.C
COURTLAND INTERCHANGE
541ST STREET SOUTH INTO COURTLAND

GREEN LINE IS MNDOT EXISTING R/W— YELLOW LINE IS PROPOSED SNOW/MOBILE ROUTE



EXHIBIT 5
SWAN LAKE AREA FROM 503RD AVE. TO G. POEHLERS DRIVEWAY
OVERALL VIEW

GREEN LINE IS MNDOT EXISTING R/W— YELLOW LINE IS PROPOSED SNOWMOBILE ROUTE

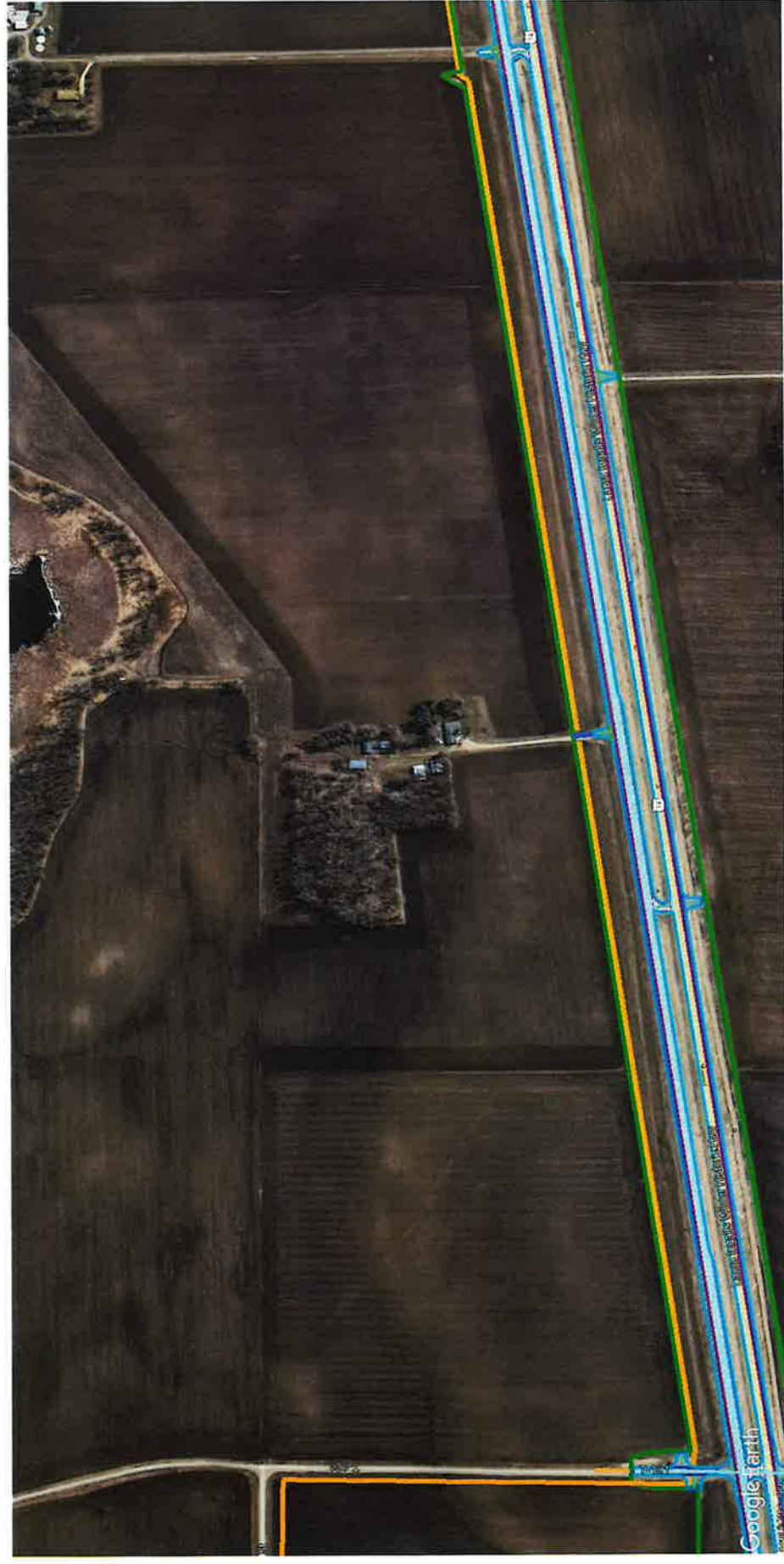


EXHIBIT 5.A
SWAN LAKE AREA
503RD AVE

GREEN LINE IS MNDOT EXISTING ROW— YELLOW LINE IS PROPOSED SNOWMOBILE ROUTE

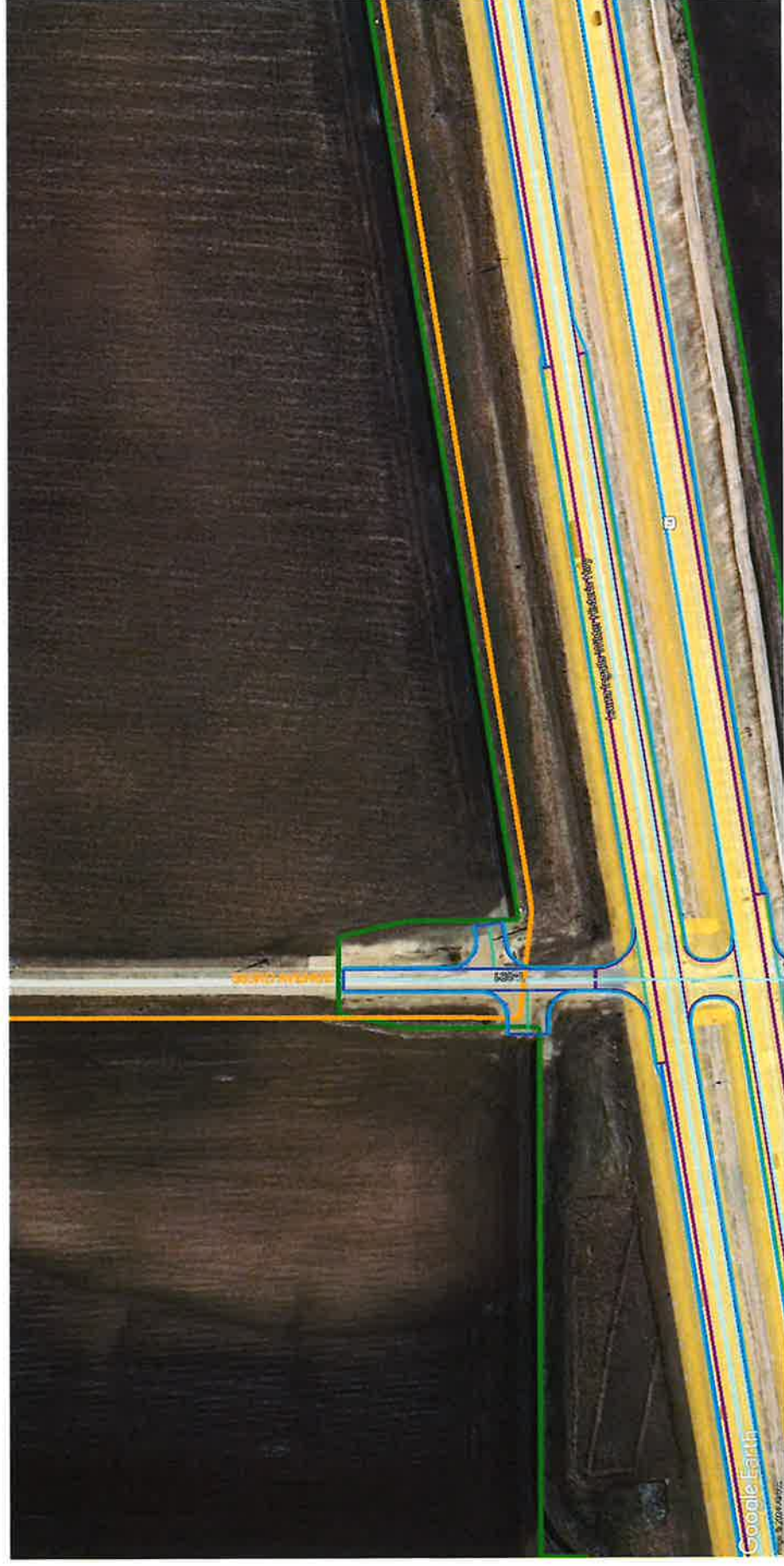


EXHIBIT 5.B
SWAN LAKE AREA
G. POEHLER DRIVEWAY
GREEN LINE IS MNDOT EXISTING RAW— YELLOW LINE IS PROPOSED SNOW/MOBILE ROUTE



EXHIBIT 5.B
SWAN LAKE AREA
THROUGH GRASSLAND
GREEN LINE IS MNDOT EXISTING RAW— YELLOW LINE IS PROPOSED SNOWMOBILE ROUTE





COUNTY OF NICOLLET RESOLUTION



IT IS RESOLVED that the County of Nicollet enter into Limited Use Permit No. 5202-0007 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use of the Snowmobile Trail by the County of Nicollet upon, along and adjacent to Trunk Highway No. 14 the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED that the Nicollet County Board of Commissioners does hereby approve said Limited Use Permit and authorizes and directs the County Board Chairperson to execute, on behalf of County of Nicollet, the aforesaid Limited Use Permit.

Dated this 25th day of June, 2024

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board



June 11, 2024
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, June 11, 2024, following the adjournment of the regular Board of Commissioners meeting. Present at the meeting were Commissioners Morrow, Dranttel, Kolars, Zins, and Dehen. Also present were County Administrator Mandy Landkamer and County Attorney Zehnder Fischer.

Approval of Agenda:

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the agenda. Carried unanimously.

Consent Agenda:

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

- a. May 28, 2024 Drainage Authority Minutes

Carried unanimously.

Public Appearances:

There were no public appearances.

Adjourn:

The meeting was adjourned at 9:33 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Drainage Authority
Meeting Agenda Item



Agenda Item:

Consider ditch repair reports 24-011 through 24-016

Primary Originating Division/Dept.: Public Works

Contact: Nate Henry

Title: Drainage Inspector

Amount of Time Requested: minutes

Presenter:

Title:

Meeting Date: 06/25/2024

Item Type:
(Select One) Consent Agenda

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Facilities and Space - preserve, maintain and build our assets

BACKGROUND/JUSTIFICATION:

See attached ditch repair reports

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):

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

ACTION REQUESTED:

Approve ditch repair reports 24-011 through 24-016

FISCAL IMPACT: Other
(Select One)

If "Other", specify: Ditch system

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

FUNDING

County Dollars = 0

State

(Select One)

Total: \$12,000.00

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 76-A Repair #24-011



OVERVIEW

Date Repair Was Created:	2024-04-30	Branch:	pump station road
Problem/Proposed Work:	Landowners are requesting two loads of 1" clean limestone rock be hauled on the road leading to the pump station.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	2	Township:	Granby
Twp:	110N	Range:	28W
Section:	23	Qtr-Qtr Section:	
Latitude:	44.32412363046942	Longitude:	-94.16997201221348
Parcel Number:	05.023.0100		
Location Details			

PERSON REQUESTING REPAIR

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

Name	Address	Phone
Bryce Krohn	None	None

LANDOWNER

Name	Address	Phone
Warren Krohn	41791 465th AVE	None

STATUS LOG

Action	Date	Initials	Notes
For Review	04/30/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
--------	------	------------	----------	-------

REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-04-30	Lafayette Excavating	1000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
-------	------	------------	-----------	------------	-------

INSPECTION LOG

Date	Initials	Notes
2024-04-30	nhenry	Site was inspected

INSPECTION PHOTOS

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 38-A Repair #24-012



OVERVIEW

Date Repair Was Created:	2024-06-04	Branch:	entire open ditch
Problem/Proposed Work:	Trees are growing throughout the ditch system. Various landowners have requested the ditch system spot spray trees in the open ditch.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	5	Township:	Lafayette
Twp:	110N	Range:	30W
Section:	14	Qtr-Qtr Section:	
Latitude:	44.3347574540248	Longitude:	-94.40219428575712
Parcel Number:	06.114.0105		
Location Details			

PERSON REQUESTING REPAIR

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

Name	Address	Phone
Staff	None	None

LANDOWNER

Name	Address	Phone
ENTER JASON P & JODY M ENTER	57108 422ND ST	None

STATUS LOG

Action	Date	Initials	Notes
For Review	06/04/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
--------	------	------------	----------	-------

REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-06-04	Carrs Tree Service Inc.	5000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
-------	------	------------	-----------	------------	-------

INSPECTION LOG

Date	Initials	Notes
2024-06-04	nhenry	the ditch was inspected and several trees documented.

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 58-A Repair #24-013



OVERVIEW

Date Repair Was Created:	2024-06-04	Branch:	main
Problem/Proposed Work:	There is a hole in the field above the 30" county tile. The landowner is requesting the ditch system repair the tile.		
Ditch Repair:			
Tile Repair:	Blowout		
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	5	Township:	Belgrade
Twp:	109N	Range:	27W
Section:	9	Qtr-Qtr Section:	
Latitude:		Longitude:	
Parcel Number:	01.009.0200		
Location Details			

PERSON REQUESTING REPAIR

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

Name	Address	Phone
Kevin Michels	40196 478th St	None

LANDOWNER

Name	Address	Phone
Kevin Michels	40196 478th St	None

STATUS LOG

Action	Date	Initials	Notes
For Review	06/04/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
--------	------	------------	----------	-------

REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-06-04	Keeley Farm Drainage	500	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
-------	------	------------	-----------	------------	-------

INSPECTION LOG

Date	Initials	Notes
2024-06-04	nhenry	ditch inspected

INSPECTION PHOTOS

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 47-A Repair #24-014



OVERVIEW

Date Repair Was Created:	2024-06-12	Branch:	Lat 1 of Branch 4
Problem/Proposed Work:	There is a hole in the field above a county tile outlet. The landowner is requesting the ditch system to repair the tile.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	1	Township:	Lake Prairie
Twp:	111N	Range:	27W
Section:	14	Qtr-Qtr Section:	
Latitude:		Longitude:	
Parcel Number:	07.014.0110		
Location Details			

PERSON REQUESTING REPAIR

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

Name	Address	Phone
Jerome Willaert	840 railroad Ave	None

LANDOWNER

Name	Address	Phone
Jerome Willaert	840 railroad Ave	None

STATUS LOG

Action	Date	Initials	Notes
For Review	06/12/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
--------	------	------------	----------	-------

REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-06-12	Lafayette Excavating	1000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
-------	------	------------	-----------	------------	-------

INSPECTION LOG

Date	Initials	Notes
2024-06-12	nhenry	site was inspected and marked with a pink lath

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 79 Repair #24-015



OVERVIEW

Date Repair Was Created:	2024-06-13	Branch:	entire open ditch
Problem/Proposed Work:	Trees are growing throughout the ditch system. Various landowners have requested the ditch system spot spray trees in the open ditch.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	5	Township:	Courtland
Twp:	110N	Range:	29W
Section:	27	Qtr-Qtr Section:	
Latitude:	44.299594584988114	Longitude:	-94.31115193053537
Parcel Number:	04.127.0400		
Location Details			

PERSON REQUESTING REPAIR

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

Name	Address	Phone
staff	None	None

LANDOWNER

Name	Address	Phone
None	None	None

STATUS LOG

Action	Date	Initials	Notes
For Review	06/13/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
--------	------	------------	----------	-------

REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-06-13	Carrs Tree Service Inc.	1500	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
-------	------	------------	-----------	------------	-------

INSPECTION LOG

Date	Initials	Notes
------	----------	-------

INSPECTION PHOTOS

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

County Ditch 96 Repair #24-016



OVERVIEW

Date Repair Was Created:	2024-06-13	Branch:	main line
Problem/Proposed Work:	Two holes have developed on top of the county tile. The landowner is requesting the ditch system repair the tile.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	5	Township:	West Newton
Twp:	111N	Range:	31W
Section:	7	Qtr-Qtr Section:	
Latitude:		Longitude:	
Parcel Number:	13.007.0505		
Location Details			

PERSON REQUESTING REPAIR

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

Name	Address	Phone
Frank Bianchi	37946 667th Ave	None

LANDOWNER

Name	Address	Phone
Frank Bianchi	37946 667th Ave	None

STATUS LOG

Action	Date	Initials	Notes
For Review	06/13/2024	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
--------	------	------------	----------	-------

REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2024-06-13	Sample Vendor	4000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
-------	------	------------	-----------	------------	-------

INSPECTION LOG

Date	Initials	Notes
------	----------	-------

INSPECTION PHOTOS

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Drainage Maintenance	
Primary Originating Division/Dept.: Administration	Meeting Date: 06/25/2024
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 10 minutes	
Presenter: Title:	Attachments: ☐ Yes ☒ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: Discuss County Ditch 86A grate	
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: Resulting action will be dependent upon discussion	
FISCAL IMPACT: Other (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One)	Total:
If "Increase or "Decrease," specify:	
Related Financial/FTE Comments:	