Board of Commissioners Agenda

November 26, 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. November 12, 2024 Board Minutes
   b. End of Probations
   c. Consider Approval of Tobacco License
   d. Approval of Bills
5. Public Appearances

9:05 a.m.

6. Finance
   a. Consider December 2024 and January 2025 Bill Approval

9:10 a.m.

7. Property Services
   a. Set Public Hearing for Cannabis Ordinance
   b. November 18, 2024 Planning and Zoning Advisory Committee Meeting
      - PLN24-18: Registered Land Survey No. 81 – Jeffrey Leonard
      - PLN24-19: Modification of Conditional Use Permit – Michaeltz Properties LLC

9:15 a.m.

8. Health and Human Services
   a. Consider County, Tribal, and State Health and Human Services Worker Day Proclamation
   b. Consider Grant Project Agreement: Local Public Health and Foundational Public Health Responsibilities Grants
   c. Consider Grant Project Agreement: Statewide Health Improvement Partnership
   d. Consider Minnesota Department of Human Services County Grant Contract: Community Support Program.
   e. Consider Grant Project Agreement: Minnesota Special Supplemental Nutrition Program for Women, Infants and Children
   f. Consider Resolution for the 2025 Nicollet County Community Health Board: Execution of County Contract Agreements

9:30 a.m.

9. Administration

   Pursuant to Minn. Stat. § 13D.05, subd. 3(b), a closed meeting of the Nicollet County Board of Commissioners is needed to discuss potential litigation and legal strategy involving the Elixir Building owned by BNCHB. Following the closed session, Board action may be taken based upon the information provided during the closed session.
   a. Discussion of the Brown-Nicollet Community Health Board

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

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b. Consider Resolution to Ratify the Disposition of the Brown-Nicollet Community Health Board Real Property Known as the Elixir Building and the Elixir Fund

9:45 a.m.

10. Human Resources
Pursuant to Minn. Stat. § 13D.03, a closed meeting of the Nicollet county Board of Commissioners is needed to discuss the Non-Licensed Law Enforcement Collective Bargaining Union Agreement for 2025.
    a. Non-Licensed Law Enforcement Collective Bargaining Agreement for 2025

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

10:00 a.m. **Call Drainage Authority Meeting to Order: Chair**

1. Approval of Agenda
2. Approval of Consent Agenda
    a. November 12, 2024 Drainage Authority Minutes
3. Public Appearances

10:05 a.m.

4. Public Works
    a. Consider Addendum 1 and 2 Recommendations for CD 86A Pumping Station

5. Adjourn Drainage Authority Meeting

Board of Commissioners Agenda

November 26, 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

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
Nov. 26	9:00 a.m.	County Board of Commissioners Meeting*	Gov. Center Board Room – St. Peter
Nov. 26	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
Nov. 28 – 29	Non-Emergency Service buildings closed in observation of Thanksgiving		
December 5	6:30 p.m.	Budget & Tax Levy Meeting	Gov. Center Board Room – St. Peter
December 9-11	All Day	AMC Annual Conference	Double Tree Hotel - Bloomington
December 11	7:00 p.m.	Nicollet Township Association	Nicollet American Legion, Nicollet
December 12	9:00 a.m.	Board Workshop	Gov. Center Board Room – St. Peter
December 16	7:00 p.m.	Planning & Zoning Commission (PZ) / Board of Adjustments & Appeals (BAA)	Gov. Center Board Room – St. Peter
December 17	8:15 a.m.	Employee Recognition Event	Gov. Center Board Room – St. Peter
December 17	9:00 a.m.	County Board of Commissioners Meeting*	Gov. Center Board Room – St. Peter
December 17	*Following Board Adjournment	Drainage Authority Meeting**	Gov. Center Board Room – St. Peter
December 17	**Following Drainage Authority Meeting	Commissioner Recognition Event	Gov. Center Board Room – St. Peter
December 20	9:00 a.m.	Brown Nicollet Community Health Full Board Meeting	1900 Franklin St. – New Ulm, MN
December 24	Offices Close at 12:00 p.m.(Noon) in Observance of Christmas Eve		
December 25	Offices Closed in Observance of Christmas		

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.

November 12, 2024
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, November 12, 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 Dranttel to approve the agenda. Motion carried with all voting in favor.

Consent Agenda:

1. October 22, 2024 Board Meeting Minutes
2. End of Probations
3. Approval for Out of State Travel: Community Corrections
4. Farm Lease Renewals
5. Approval of Bills
6. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
   a. General Revenue Fund - $200,853.94
   b. Road & Bridge Fund - $234,288.79
   c. Human Services Fund - $253,839.18

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.

Health and Human Services:

Consider 2025 Master Contract Agreement for MFIP/DWP & and Notice of Funds Available

Director Sassenberg requested approval of the Contract Agreement for the 2025 Master Contract Agreement for MFIP/DWP and Notice of Funds Available. Nicollet County contracts with the Minnesota Valley Action Council (MVAC) to provide services to Nicollet County residents using the state and federal funds.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the 2025 Master Contract Agreement for MFIP/DWP and Notice of Funds Available. Motion carried with all voting in favor.

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Consider Master Grant Agreement for Community Health Board

Director Sassenberg requested approval of the Master Grant Agreement for the Community Health Board. The Agreement is needed to begin executing a series of public health grants and an environmental health delegation agreement.

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the acceptance of the Master Grant Agreement for Community Health Board. Motion carried with all voting in favor.

Consider Department of Human Services: Child and Teen Checkup Grant Contract

Director Sassenberg requested approval of the Department of Human Services: Child and Teen Checkup Grant Contract. Biannually, the Department of Human Services contracts with Community Health Boards to provide grant dollars for administrative services, education, and outreach related to child and teen checkups.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the Department of Human Services: Child and Teen Checkup Grant Contract. Motion carried with all voting in favor.

Finance:

Set Public Hearing Notice for the 2025-2029 Capital Improvement Plan

Director McCormick requested approval to set a public hearing ~~date~~ for Tuesday December 17, 2024 at 9:15 a.m. for the 2025-2029 Capital Improvement Plan. The plan identifies estimated capital expenditures and funding sources for a 5-year period.

Motion by Commissioner Dranttel and seconded by Commissioner Zins to set the public hearing date for Tuesday December 17, 2024 at 9:15 a.m. Motion carried with all voting in favor.

Property Services: October 21, 2024 Planning and Zoning Committee Meeting

PLN24-16: Replat of parcels: 06.103.0400, 06.103.0300, 06.103.0210, 06.103.0905 and 06.103.0915.

Zoning Specialist Zehnder requested approval to replat parcels: *06.103.0400, 06.103.0300, 06.103.0210, 06.103.0905 and 06.103.0915,* in order to create a new subdivision known as “UFC Addition.”

The Planning and Zoning Advisory Commission recommended approval of the replat.

Motion by Commissioner Zins and seconded by Commissioner Dranttel to approve the replat of five parcels to create the UFC Addition. Motion carried with all voting in favor.

PLN24-15: Conditional Use Permit to construct a structure over one-hundred (100) feet in height in the Limited Industry Zoning District.

Zoning Specialist Zehnder requested approval of the conditional use permit and findings of fact for a grain bin and support structures greater than one-hundred (100) feet in height in the Limited Industry Zoning District.

The Planning and Zoning Advisory Commission recommended approval of the Conditional Use Permit with staff’s recommended conditions.

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Motion by Commissioner Zins and seconded by Commissioner Dehen to approve Conditional Use Permit and findings of fact for a grain bin and support structures greater than one-hundred feet in height. Motion carried with all voting in favor.

Public Works:

Consider MnDOT Lighting Agreement #1058283 and Resolution

Director Greenwood requested approval of the MnDOT Intersection Lightning Agreement #1058283 and Resolution. MnDOT is planning pavement and culvert improvements to TH 22 from TH 111 to CSAH 20 in 2025.

Motion by Commissioner Dehen and seconded by Commissioner Kolars to approve the Resolution for the MnDOT intersection Lighting Agreement #1058283. Motion carried in favor on a roll call vote.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the MnDOT intersection Lightning Agreement #1058283. Motions carried with all in favor.

Consider ROW Plat 33 and Acquisition Resolution for SAP 052-606-007

Director Greenwood requested approval of the ROW Plat No. 33 and Resolution to acquire ROW and temporary easements for project SAP 052-606-007. This work will require the acquisition of new permanent ROW and temporary construction easements to realign the CSAH 6/409th Ave (Belgrade Township Road) intersection to provide a safer intersection.

Motion by Commissioner Dehen and seconded by Commissioner Kolars to approve ROW Plat 33. Motion carried with all in favor.

Motion by Commissioner Dehen and seconded by Commissioner Kolars to approve the ROW Acquisition Resolution for SAP 052-606-007. Motion carried in favor on a roll call vote.

Human Resources:

At this time. 9:27 a.m., the Board moved to a closed session, pursuant to Minnesota Statutes Chapter 13D.03 to discuss the Licensed Law Enforcement Collective Bargaining Agreement for 2025 and the Community Corrections Collective Bargaining Agreement for 2025. In attendance were Commissioners Zins, Dehen, Morrow, Dranttel, and Kolars. County Attorney Michelle Zehnder Fischer, Human Resources Director Larson and County Administrator Landkamer. The meeting was reopened at 9:38 a.m.

Motion by Commissioner Zins and seconded by Commissioner Kolars to approve the Licensed Law Enforcement Collective Bargaining Agreement for 2025. Motion carried with all in favor.

Motion by Commissioner Zins and seconded by Commissioner Kolars to approve the Community Corrections Collective Bargaining Agreement for 2025. Motion carried with all in favor.

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Chair's Report:

- Commissioner Morrow has been contacted by a group of County residents that have expressed interest in climate change and may approach the Board at a future meeting.

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Marie Dranttel

- One Water One Plan Lower MN Policy Committee Meeting
- TdS Strategic Planning Meeting
- Canvass Board

Commissioner Mark Dehen

- Transit Authority Meeting
- MRCI Workshop and Finance Meeting
- EMS Meeting
- GMG Hall of Fame Event

Commissioner Jack Kolars

- Personnel Committee
- AMC District 7
- Rail Passenger ~~Zoom~~ Meeting
- Transit Authority Meeting
- Diversity Council
- TdS Strategic Planning
- MAPO
- Canvass Board

Commissioner Kurt Zins

- Personnel Committee
- County Extension Meeting
- County Gravel Road Examination with Public Works Staff

Approve Per Diems and Expenses:

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

Adjourn:

The meeting adjourned at 9:49 a.m.

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_____
TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

_____
MANDY LANDKAMER,
CLERK TO THE BOARD

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Nicollet County Board of Commissioners
Board Meeting Agenda Item

Agenda Item:

End of Probations

Primary Originating Division/Dept.: Human Resources

Meeting Date: 11/26/2024

Contact: Kristy Larson Title: HR Director

Item Type: (Select One) Consent Agenda

Amount of Time Requested minutes

Presenter: Kristy Larson Title: HR Director

Attachments: ○ Yes ◉ No

County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets

BACKGROUND/JUSTIFICATION:

Health and Human Services

Health and Human Services Director Cassie Sassenberg has requested the end of probation for Elsie Emich, Case Manager, effective November 13, 2024, Aliyah Manthe, Case Manager, effective December 19, 2024, and TJ Junso, Collections Officer, effective December 28, 2024.

Sheriff's Office

Sheriff Dave Lange has requested the end of probation for Morgan Haaland, Correctional Officer, effective December 26, 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:

Grant end of probationary status

FISCAL IMPACT: Other (Select One)

If "Other", specify

FUNDING

County Dollars =

Grant (Select One)

Total

FTE IMPACT: No FTE change (Select One)

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

Nicollet County Board of Commissioners
Board Meeting Agenda Item

Agenda Item:
Consider Approval of Tobacco License

Primary Originating Division/Dept.: Public Services

Meeting Date: 11/26/2024

Contact: Jaci Kopet Title: PPSD Director

Item Type: (Select One) Consent Agenda

Amount of Time Requested: minutes

Presenter: Title:

Attachments: (•) Yes ( ) No

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

BACKGROUND/JUSTIFICATION:

Consider new Tobacco License for Farmer's Co-op Oil Company of Renville, 180 9th St, Lafayette, MN 56054. The license would be effective November 26, 2024 - June 30, 2025 with a fee of $100.00.

Farmer's Co-op Oil Company of Renville is the new owner of the previously licensed FillMeUp, LLC.

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:

I am asking for your approval of the tobacco license for Farmer's Co-op Company of Renville.

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

NICOLLET COUNTY EST. 1853

Office of PROPERTY & PUBLIC SERVICES

Jaci Kopet, Public Services Manager

ADDITION

LISTING OF RETAILERS THAT SELL TOBACCO PRODUCTS IN NICOLLET COUNTY NOVEMBER 26, 2024 – JUNE 30, 2025

NAME	LICENSE FEE
Farmer's Co-op Oil Company of Renville 180 9th St. Lafayette, MN 56054	$100.00

Nicollet County Board of Commissioners
Board Meeting Agenda Item

Agenda Item:
December 2024 and January 2025 bill approval

Primary Originating Division/Dept.: Finance

Contact: Heather McCormick Title: Finance Director

Amount of Time Requested: 5 minutes

Presenter: Heather McCormick Title: Finance Director

Meeting Date: 11/26/2024

Item Type: (Select One) Regular Agenda

Attachments: ○ Yes ◉ No

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

BACKGROUND/JUSTIFICATION:

Regular scheduled board meetings occur on the second and fourth Tuesday of every month, except in the month of December and sometimes January. In order to maintain efficient accounting procedures and to provide timely payment to vendors, employees, and providers, warrant distribution needs to occur on a regular schedule. The Finance Department is requesting authorization to issue the following Commissioner Warrants with Board approval at the scheduled Board meetings in December 2024 and January 2025 dates noted below.

Payment Date	Board Approval Date
12/10/24	12/17/24
12/24/24	01/07/25
12/31/24	01/07/25
01/14/25	01/28/25

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 payments on regular schedule

FISCAL IMPACT: Other (Select One)

If "Other", specify:

FUNDING
County Dollars =

State

(Select One)

Total:

FTE IMPACT: No FTE change (Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

Nicollet County Board of Commissioners
Board Meeting Agenda Item

Agenda Item:

Set Public Hearing Date for Cannabis Ordinance

Primary Originating Division/Dept.: PPSD - Property Services

Meeting Date: 11/26/2024

Contact: John Zehnder Title: Zoning Specialist

Item Type: (Select One) Regular Agenda

Amount of Time Requested 5 minutes

Presenter: John Zehnder Title: Zoning Specialist

Attachments: ○ Yes ◉ No

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

BACKGROUND/JUSTIFICATION:

The 2023 cannabis legalization law allows Minnesota counties to adopt reasonable restrictions on the time, place, and manner of the operation of a cannabis business or hemp business as long as the restrictions do not prohibit the establishment or operation of a cannabis or hemp business.

Property Services is requesting consideration of December 17, 2024 at 10:00 a.m. for a public hearing concerning the Nicollet County Cannabis Ordinance.

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:

Set public hearing for December 17, 2024 at 10:00 a.m.

FISCAL IMPACT: (Select One) Other

If "Other", specify

FUNDING

County Dollars =

Grant (Select One)

Total

FTE IMPACT: (Select One) No FTE change

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

Nicollet County Board of Commissioners
Board Meeting Agenda Item

Agenda Item:
November 18, 2024 Planning & Zoning Advisory Committee Meeting

Primary Originating Division/Dept.: PPSD -Property Services

Meeting Date: 11/26/2024

Contact: John Zehnder Title: Zoning Specialist

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: John Zehnder Title: Zoning Specialist

Attachments: (•) Yes ( ) No

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

BACKGROUND/JUSTIFICATION:

PLN24-18: Jeffrey E Leonard request for Registered Land Survey 81 of parcels 12.017.0210, 12.017.0205, & 12.017.0400.

The Planning Commission recommends approval with staff recommended conditions.

PLN24-19: Michaletz Properties, LLC request for a modification of Conditional Use Permit to increase number of special events, extend operating hours, and change allowed firearm caliber on parcels 04.201.0210 & 04.201.0800.

The Planning Commission recommends approval with conditions, as amended.

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 final plat for approval or denial, and consideration of the attached Conditional Use permit request and findings of fact for approval or denial.

FISCAL IMPACT: No fiscal impact
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

PLANNING COMMISSION
REGULAR MONTHLY MEETING MINUTES

NOVEMBER 18, 2024	7:08 PM	COUNTY BOARD ROOM

ROLL CALL	MEMBERS PRESENT	MEMBERS ABSENT EXCUSED	NICOLLET COUNTY STAFF PRESENT
	☐ Lloyd Hoffmann ☒ Justin Laven ☒ Randy Schwab ☒ Jon Thoreson, *Vice Chair* ☒ Dave Ubel, *Chair* ☒ Kurt Zins, *Commissioner*	☒ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*	☒ John Zehnder, Zoning Specialist (ZS) ☒ Justin Hughes, Assistant County Attorney (ACA) ☒ Crystal Madden, Recording Secretary ☐ Other Staff:

REVIEW OF CANCELLATIONS & ADDITIONS	None.

APPROVAL OF OCTOBER 21, 2024 MINUTES	MOTION	SECOND
APPROVE	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*
VOTE TO APPROVE MINUTES	☒ PASS ☐ FAIL	VOTE: 5 - 0

PUBLIC APPEARANCES	None.

CONDITIONAL USE PUBLIC HEARINGS

PLN24-18	APPLICANT/LANDOWNER: Jeffrey Leonard
DESCRIPTION OF REQUEST	Registered Land Survey (RLS) No. 81 to rectify the title is to create three new Tracts and a new RLS. The property is Torrens and the Certificate of Title is in error. PID: 12.017.0210, 12.017.0205, & 12.017.0400
CONFLICT OF INTEREST	None.
SITE VISIT & PUBLIC CONTACT	No commission member visited the site. There was no contact with commission members from members of the public.
STAFF REPORT PRESENTED BY	ZS Zehnder
APPLICANT TESTIMONY	Present to represent the application was Jeff Leonard located at 41232 Fort Road, Saint Peter.
PUBLIC TESTIMONY	No one was present to provide public testimony. Inquiries were received before the meeting by ZS Zehnder to define “RLS” or Registered Land Survey.
COMMISSION DISCUSSION	Further discussion between the applicant, commission members, and staff took place.

COMMISSION ACTION - MOTION	MOTION	SECOND
RECOMMEND APPROVAL with conditions, as recommended	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*

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CONDITIONS OF REGISTERED LAND SURVEY REQUEST	1. The applicant undertakes the project according to the plans and specifications submitted to the county with the application. 2. The applicant shall record the registered land survey within sixty (60) days of approval of this request.		
COMMISSION ACTION – VOTE ON MOTION			
RECOMMEND APPROVAL with conditions, as recommended	☒ PASS	☐ FAIL	VOTE: 5 - 0

CONDITIONAL USE PUBLIC HEARINGS

PLN2-19	**APPLICANT/LANDOWNER: Michaletz Properties, LLC**
DESCRIPTION OF REQUEST	A modification to their existing Conditional Use Permit (CUP) to increase the number of special events, extend their operating hours and change the allowed firearm caliber in the Conservancy Zoning District. PID: 04.201.0210 & 04.201.0800
CONFLICT OF INTEREST	None.
SITE VISIT & PUBLIC CONTACT	Commission Chair Ubel visited the site. There was no contact with commission members from members of the public.
STAFF REPORT PRESENTED BY	ZS Zehnder
APPLICANT TESTIMONY	Present to represent the application was Patrick Thompson - General Manager, River Ridge Shooting Club located 48236 Pheasant Run Road, Kasota, and Christine Michaletz located at 47028 547th Lane, Courtland.
PUBLIC TESTIMONY	No one was present to provide public testimony. No other correspondence was received.
COMMISSIONER DISCUSSION	Further discussion between the applicant, commission members, and staff took place, and recommended conditions six (6), nine (9), and ten (10) were amended.

COMMISSION ACTION - MOTION	**MOTION**	**SECOND**
RECOMMEND APPROVAL with conditions, as amended	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☒ Kurt Zins, *Commissioner*

CONDITIONS OF THE CONDITIONAL USE PERMIT

1. The applicant shall complete 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 conditional use permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
4. Any structural alteration, expansion, intensification of use, or similar change, beyond that which has been proposed by the applicant, shall be treated in the same manner as a request for a new conditional use permit.
5. The facility shall be limited to a maximum of ten (10) special events per calendar year, with a maximum attendance of 500 persons.
6. The applicant must apply for a septic sewage treatment system operating permit with Nicollet County that will require a licensed septic contractor to monitor system performance every four months, as well as after major special events to ensure acceptable performance. These reports will require submission to the Nicollet County Sanitarian. Septic testing will be discontinued after three (3) years if the septic system is in compliance.
7. The applicant will be required to undertake septic sewage treatment system upgrades if reports indicate unacceptable performance.
8. The applicant may utilize the following schedule for clubhouse open hours:
   - Monday through Thursday, 7:00 a.m. – 11:00 p.m.
   - Friday and Saturday, 7:00 a.m. – 12:00 a.m.
   - Sunday 7:00 a.m. – 5:00 p.m.
9. The applicant must adhere to the following schedule for shooting range open hours:
   - Monday by appointment with additional availability for organized shooting events.

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	• Tuesday through Friday, 9:00 a.m. – sunset • Saturday, 9:00 a.m. – sunset • Sunday, 9:00 a.m. – 5:00 p.m. 10. If the facility holds an event on a Monday, the shooting range shall only be open from 9:00 a.m. to sunset. 11. Shooting is only allowed during daylight hours with the exception of nighttime training courses designed to satisfy annual training requirements of Minnesota law enforcement officers. 12. The facility must provide notification to residential properties within one-half mile of the facility in the event of a nighttime shooting training activity. 13. Firearms that are larger than .49 caliber are not permitted on the rifle range for commercial use, except for muzzleloader and black powder style firearms. The commercial use of tracer, armor-piercing, incendiary, steel-core, explosive, steel-jacketed, and accelerator ammunition is prohibited. Shotguns that are 10-gauge or smaller are allowed to be used at the facility. 14. The facility must adhere to the remaining conditions from PLN20-11, including: 1, 4 through 6, 10 through 13, 15 through 17, 23 through 25, 29, 31, and 34 through 36. 15. The facility must adhere to the remaining conditions from C-23-93, including: 1 through 4, and 7. 16. The facility must adhere to the remaining conditions from C-26-05, including: 1 through 4, 5(a) through 5(d), and 5(g).

COMMISSION ACTION – VOTE ON MOTION			
RECOMMEND APPROVAL with conditions, as amended	☒ PASS	☐ FAIL	VOTE: 5 - 0
COMMISSION ACTION – ADOPT FINDINGS	**MOTION**		**SECOND**
Adopt the Findings of Fact, as stated	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*		☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*
VOTE TO ADOPT THE FINDINGS OF FACT	☒ PASS	☐ FAIL	VOTE: 5 – 0

ADDITIONAL ITEMS

REVIEW ZONING PERMITS	The commission members had no questions for staff.	
OLD BUSINESS	None.	
OTHER BUSINESS	The Planning Commission request the possibility of amending the Nicollet County Zoning Ordinance to allow event centers for benefit of local communities. DZ Zehnder stated there will be a codification process of the Ordinance within the next year, and Zehnder stated he would bring this request up at during that process.	
COMMUNICATIONS	None.	
ADJOURN MEETING	**MOTION**	**SECOND**
08:20 PM	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*	☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*
VOTE TO ADJOURN MEETING	☒ CARRIED ☐ FAILED	VOTE: 5 – 0

DAVE UBEL, CHAIR		**DATE**	**12/16/2024**
JOHN ZEHNDER, ZONING SPECIALIST		**DATE**	**12/16/2024**

DRAFT

PLANNING & ZONING ADVISORY COMMISSION AGENDA

Date: November 18, 2024
Time: Following the adjournment of the Board of Adjustments & Appeals meeting (doors open at 6:45 p.m.)
Location: County Board Room - Government Center, 501 S. Minnesota Avenue, St. Peter

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

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: *October 21, 2024*
6. Public Appearances
7. **PUBLIC HEARING: PLN24-18**
   - Applicant: Jeffrey E Leonard
   - Landowner: Jeffrey E Leonard
   - Request: RLS 81
   - Location: Government Lots 5, 2, & 1, & Part of Bed of Fox Lake, Section 17-110-27, in Traverse Township
   - Parcel Number: 12.017.0210, 12.017.0205, & 12.017.0400
   - Zoning Specialist: John Zehnder
8. **PUBLIC HEARING: PLN24-19**
   - Applicant: Michaletz Properties, LLC
   - Landowner: Michaletz Properties, LLC
   - Request: Modification of Conditional Use Permit to Increase Number of Special Events, Extend Operating Hours, and Change Allowed Firearm Caliber
   - Location: Part of the Eastern 1/2 of the Southwest 1/4, and Part of the Southeast 1/4, of Section 1-109-30 in Courtland Township
   - Parcel Number: 04.201.0210 & 04.201.0800
   - Zoning Specialist: John Zehnder
9. Review Permits
10. Old Business
11. Other Business
12. Communications
13. Adjourn

NICOLLET COUNTY EST. 1853

PLANNING COMMISSION
REGULAR MONTHLY MEETING MINUTES

OCTOBER 21, 2024	8:32 p.m.	E.O.C. CONFERENCE ROOM

ROLL CALL	MEMBERS PRESENT	MEMBERS ABSENT EXCUSED	NICOLLET COUNTY STAFF PRESENT
	☒ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, *Vice Chair* ☒ Dave Ubel, *Chair* ☒ Kurt Zins, *Commissioner*	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*	☒ John Zehnder, Zoning Specialist (ZS) ☒ Justin Hughes, Assistant County Attorney (ACA) ☒ Crystal Madden, Recording Secretary ☐ Other Staff:

REVIEW OF CANCELLATIONS & ADDITIONS	None.

APPROVAL OF SEPTEMBER 16, 2024 MINUTES	MOTION		SECOND
APPROVE	☒ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*		☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*
VOTE TO APPROVE MINUTES	☒ PASS	☐ FAIL	VOTE: 5 - 0

PUBLIC APPEARANCES	None.

CONDITIONAL USE PUBLIC HEARINGS

PLN24-16	APPLICANT/LANDOWNER: Jason Tews with United Farmers Cooperative / United Farmers Cooperative
DESCRIPTION OF REQUEST	Replat PIDs: 06.103.0210, 0300, 06.103.0300, 06.103.0905, 06.103.0915
CONFLICT OF INTEREST	None.
SITE VISIT & PUBLIC CONTACT	Commissioner Zins, and commission members Hoffmann, Thoreson & Ubel visited the site. There was no contact with commission members from members of the public.
STAFF REPORT PRESENTED BY	ZS Zehnder
APPLICANT TESTIMONY	Present to represent the application was Jason Tews with United Farmers Cooperative located at 123 Woods Drive, Le Sueur and Greg Haupert, with Sobalvarro & Haupert located at 3601 18th Street South, St. Cloud.
PUBLIC TESTIMONY	No one was present to provide public testimony. No other correspondence was received.
COMMISSIONER DISCUSSION	Further discussion between the applicant, commission members, and staff took place. Member Thoreson motioned to amend recommended condition #2 to extend the deadline to one hundred twenty (120) days of approval for good cause to allow the applicant time to gain approval for the road vacation request from the township. Member Laven seconded the motion, and a vote on the motion passed 5-0 in favor.

COMMISSION ACTION - MOTION	MOTION	SECOND
RECOMMEND APPROVAL with conditions, as amended	☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*
CONDITIONS OF THE REPLAT REQUEST	1. The applicant undertakes the project according to the plans and specifications submitted to the county with the application. 2. The final plat of "UFC Addition" shall be recorded at the Nicollet County Recorder's Office within one hundred twenty (120) days of approval due to good cause of the road vacation application process with the township. 3. The applicant shall obtain all required signatures on the final plat prior to its recording. 4. The applicant shall complete the right-of-way vacation process with Lafayette Township prior to recording the final plat.	
COMMISSION ACTION – VOTE ON MOTION		
RECOMMEND APPROVAL with conditions, as amended	☒ PASS	☐ FAIL	VOTE: 5 - 0

CONDITIONAL USE PUBLIC HEARINGS

PLN24-15	**APPLICANT/LANDOWNER: Jason Tews with United Farmers Cooperative / United Farmers Cooperative**
DESCRIPTION OF REQUEST	Conditional Use Permit for a grain bin and support structures greater than one-hundred (100) feet in height located within the Limited Industry Zoning District. PID: 06.103.0300 & 06.103.0400
CONFLICT OF INTEREST	None.
SITE VISIT & PUBLIC CONTACT	Commissioner Zins, commission members Hoffmann, Thoreson & Ubel visited the site. There was no contact with commission members from members of the public.
STAFF REPORT PRESENTED BY	ZS Zehnder
APPLICANT TESTIMONY	Present to represent the application was Jason Tews with United Farmers Cooperative located at 123 Woods Drive, Le Sueur and Greg Haupert, with Sobalvarro & Haupert located at 3601 18th Street South, St. Cloud.
PUBLIC TESTIMONY	No one was present to provide public testimony. No other correspondence was received.
COMMISSIONER DISCUSSION	Further discussion between the applicant, commission members, and staff took place.

COMMISSION ACTION - MOTION	MOTION	SECOND
RECOMMEND APPROVAL with conditions, as recommended	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*	☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*
CONDITIONS OF THE CONDITIONAL USE PERMIT	1. The applicant undertakes the project according to the plans and specifications submitted to the county with the application. 2. The county may enter onto the premises at reasonable times and in a reasonable manner ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances. 3. The applicant must apply for a zoning permit before beginning construction on any new facilities 4. The zoning permit is invalid if the holder has not substantially completed the structure within the period of time allowed on the zoning permit connected with this conditional use permit. 5. The applicant must record the final plat for "UFC Addition" to formally eliminate lot lines before applying for the zoning permit.	

	6. The applicant must submit an abandonment form completed by a licensed installer for the septic system on parcel 06.103.0400 before applying for the zoning permit. 7. The applicant must submit a driveway/access permit from the Minnesota Department of Transportation before beginning work on the new driveway and access location. 8. The use of any portion of the bin for signs, other than warning or equipment information signage, is prohibited. 9. This conditional use permit only applies to the "middle bin" as depicted in the site plan and does not include either "future bin".		
COMMISSION ACTION – VOTE ON MOTION			
RECOMMEND APPROVAL with conditions, as recommended	☒ PASS	☐ FAIL	VOTE: 5 - 0
COMMISSION ACTION – ADOPT FINDINGS	**MOTION**		**SECOND**
Adopt the Findings of Fact, as stated	☒ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*		☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☒ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*
VOTE TO ADOPT THE FINDINGS OF FACT	☒ PASS	☐ FAIL	VOTE: 5 – 0

ADDITIONAL ITEMS

REVIEW ZONING PERMITS	The commission members had no questions for staff.		
OLD BUSINESS	None.		
OTHER BUSINESS	None.		
COMMUNICATIONS	None.		
ADJOURN MEETING	**MOTION**		**SECOND**
09:26 PM	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☒ Kurt Zins, *Commissioner*		☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, *Vice Chair* ☐ Dave Ubel, *Chair* ☐ Kurt Zins, *Commissioner*
VOTE TO ADJOURN MEETING	☒ CARRIED	☐ FAILED	VOTE: 5 – 0

DAVE UBEL, CHAIR	Dave Ubel	**DATE**	**11/18/2024**
JOHN ZEHNDER, ZONING SPECIALIST	John Zehnder	**DATE**	**11/18/2024**

REGISTERED LAND SURVEY
NO. 81

Jeffrey E. Leonard

PLN24-18

NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION

SUBJECT	PLN24-18: Registered Land Survey No. 81
APPLICANT	Jeffrey E. Leonard
LANDOWNER	Jeffrey E. Leonard
LOCATION	Government Lots 5, 2, & 1, & Part of Bed of Fox Lake, Section 17-110-27, in Traverse Township
PARCEL NO	12.017.0210, 12.017.0205, & 12.017.0400
EXISTING ZONING	Shoreland & Agricultural Preservation
HEARING DATE	11/18/2024
COUNTY BOARD DATE	11/26/2024
60 DAYS FROM REQUEST	12/24/2024

REQUEST

The applicant has submitted a request for Registered Land Survey No. 81. The property is Torrens and the Certificate of Title is in error. The only way to rectify the title is to create three new Tracts and a new RLS. The proposed Tracts, A, B, and C, will result in a split of parcel 12.017.025. Land west of Co. Rd. 13 will form a new parcel, Tract A, and land east of the road will combine with parcel 12.017.0400 to form Tract C. Parcel 12.017.0210 will retain its current configuration as Tract B.

ORDINANCE

Modification of Torrens property requires a registered land survey per Minnesota State Statute 508.47 and Nicollet County Subdivision ordinance Section 504.

EXISTING LAND USE

Parcels 12.017.025 and 12.017.0400 consist of cropland while the small parcel 12.017.0210 includes a pork-producing feedlot.

SURROUNDING LAND USE

Most of the surrounding parcels also contain cropland, as well as a few isolated farmsteads. Directly to the west of the site is an unnamed wetland that is considered a Public Water Basin.

NEIGHBOR NOTIFICATION

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

RECOMMENDATIONS

Staff recommends 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 applicant shall record the registered land survey within 60 days of approval of this request.

Applicant / Landowner: Jeffrey E. Leonard

PLN24-18

ATTACHMENT A	**Application**
ATTACHMENT B	**Submitted by Applicant**
ATTACHMENT C	**Aerial Map**
ATTACHMENT D	**Location Map**
ATTACHMENT E	**Registered Land Survey**
ATTACHMENT F	**Site Photographs**
ATTACHMENT G	**Neighbor Notification List**

NICOLLET COUNTY EST. 1853

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

PLANNING & ZONING ADVISORY COMMISSION APPLICATION

TOTAL FEES: $396.00

Parcel#: 12.017.0210, 12.017.0205, 12.017.0400
Permit#: PLN24-018
Date: N/A

Applicant: LEONARD JEFFREY E
Telephone: 507-327-1928
Owner: LEONARD JEFFREY E
Property Address: 41232 FORT RD, SAINT PETER MN 56082
Abbreviated Legal Description: See Survey for Legal
Township: Traverse Township
Zoning District(s): AGRICULTURAL
Hearing Date: **Monday, November 18, 2024**

Record Type: Conditional Use Permit
Subtype: New
Category: Other
Description: RLS 81

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*
Phone: 507-934-7076
Email: John.Zehnder@co.nicollet.mn.us

Jeff Leonard (Oct 25, 2024 09:33 CDT)
APPLICANT SIGNATURE

Oct 25, 2024
DATE

PROPERTY SERVICES

10/24/24
DATE

ATTACHMENT A
Application

PLN24-18 Permit Invoice Receipt

Final Audit Report 2024-10-25

Created:	2024-10-24
By:	John Zehnder (John.Zehnder@co.nicollet.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0zLAA2HsqUQ6kzqfN6K8IxAwdX1_ZgBT

"PLN24-18 Permit Invoice Receipt" History

Document created by John Zehnder (John.Zehnder@co.nicollet.mn.us)
2024-10-24 - 6:28:02 PM GMT- IP address: 151.111.52.1

Document emailed to jeleonard64@gmail.com for signature
2024-10-24 - 6:29:46 PM GMT

Email viewed by jeleonard64@gmail.com
2024-10-24 - 6:29:53 PM GMT- IP address: 66.102.6.228

Signer jeleonard64@gmail.com entered name at signing as Jeff Leonard
2024-10-25 - 2:33:00 PM GMT- IP address: 174.199.102.250

Document e-signed by Jeff Leonard (jeleonard64@gmail.com)
Signature Date: 2024-10-25 - 2:33:02 PM GMT - Time Source: server- IP address: 174.199.102.250

Agreement completed.
2024-10-25 - 2:33:02 PM GMT

BOLTON & MENK
Real People. Real Solutions.

75 YEARS est. 1949

1960 Premier Drive
Mankato, MN 56001

Phone: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

10/08/24

John Zehnder
Zoning Specialist, Property Services
Nicollet County

RE: RLS 81
Jeff Leonard

John,

Below is a brief description as requested.

The property in question is Torrens and is located in Sec 17-110-27 (Traverse Twsp). The Certificate of Title is in error and the owner, Jeff Leonard is trying to clear up the Title issues. The only way to get this completed is to create 3 new Tracts (A,B,C) and a new RLS. The existing property lines are not changing with the RLS. Once this is completed Jeff will have clear Title to the property and can disburse as needed. The Parcels affected by the new RLS are 12.017.0205, 12.0210 and 12.0170400.

Let me know if you have any questions.

Regards,

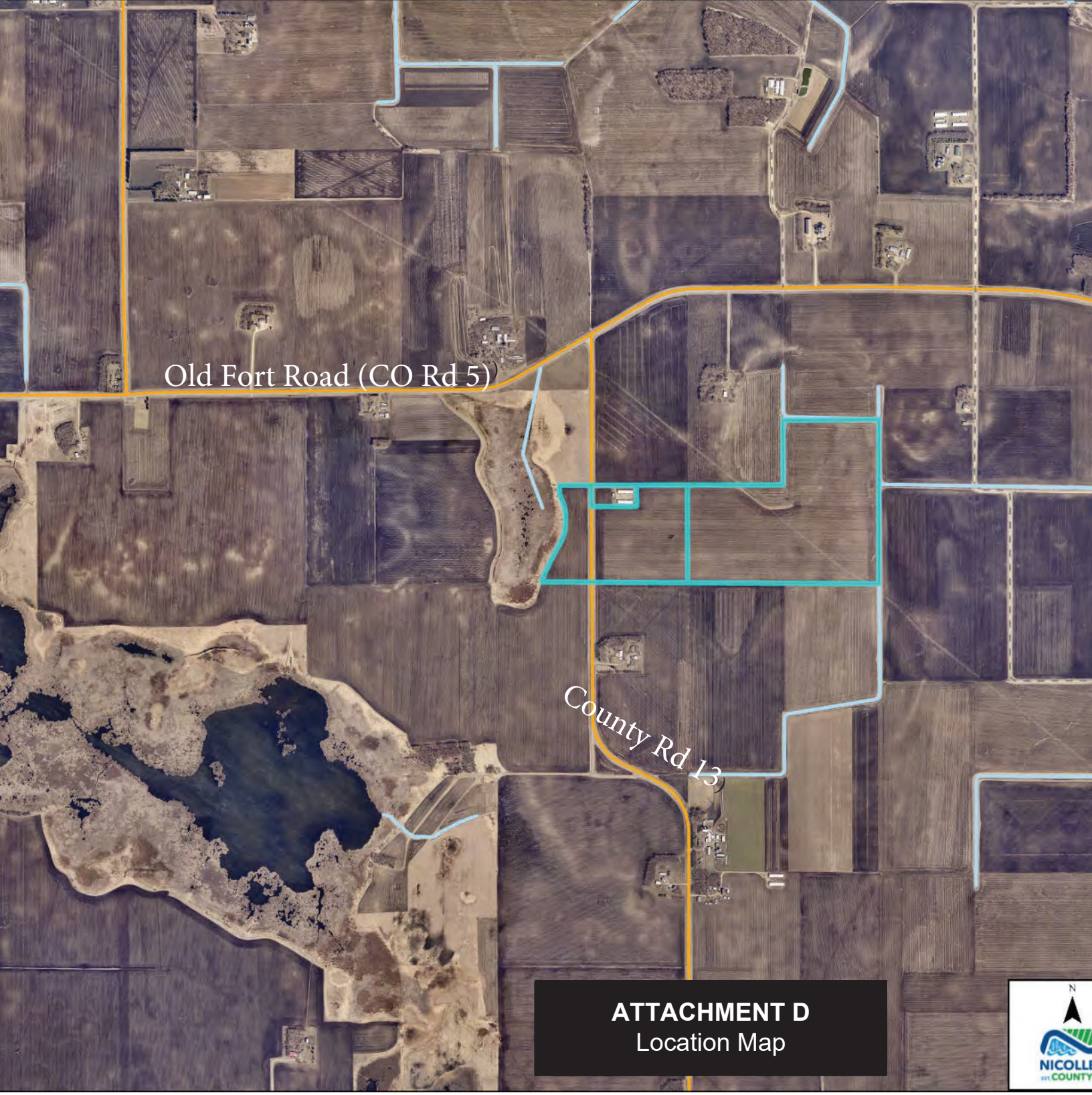
Michael Eichers, LS

Bolton & Menk, Inc.

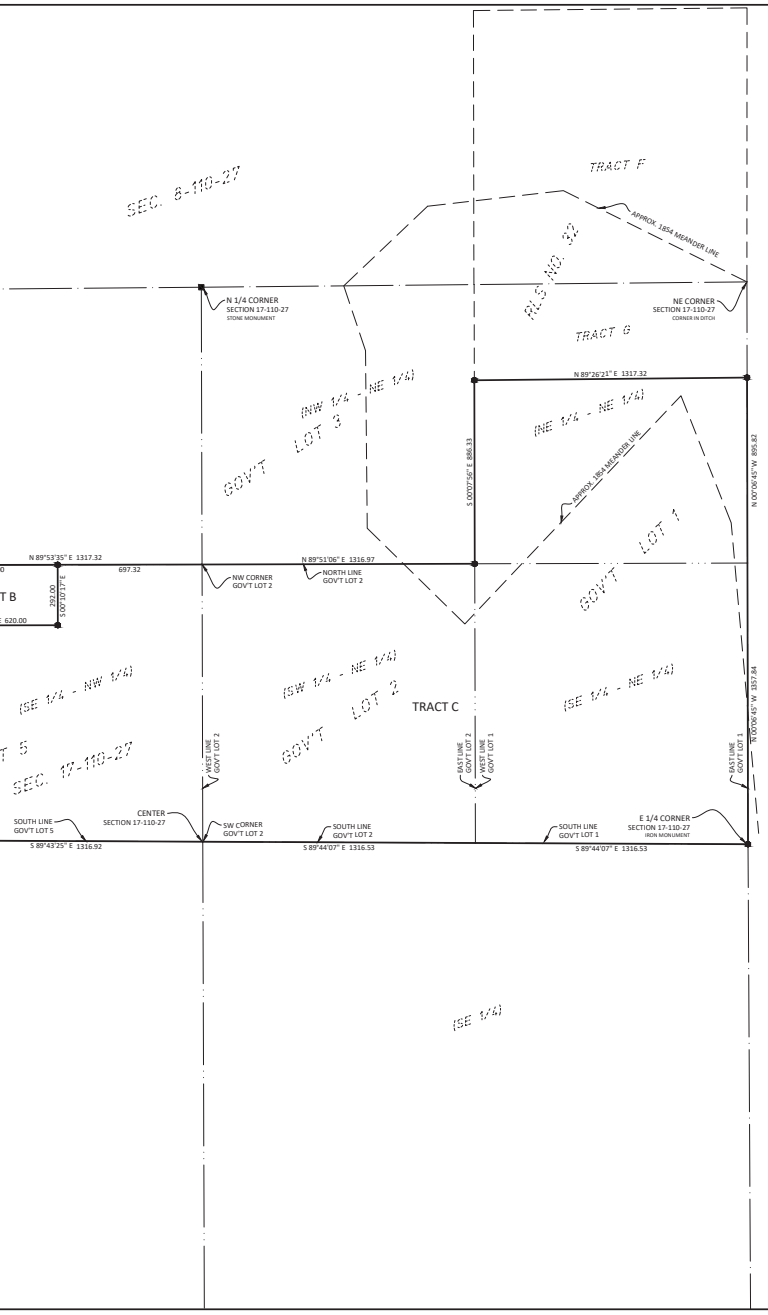
ATTACHMENT B
Submitted by Applicant

Bolton & Menk is an equal opportunity employer.

ATTACHMENT C
Aerial Map


Old Fort Road (CO Rd 5)
County Rd 13
ATTACHMENT D
Location Map
N

OFFICIAL PLAT



REGISTERED LAND SURVEY NO. 81

NICOLLET COUNTY, MINNESOTA

SURVEYOR CERTIFICATE

I, Michael M. Eichers, hereby certify that, in accordance with the provisions of Minnesota Statutes, Section 508.47, I have surveyed the following described property situated in the County of Nicollet, State of Minnesota.

GOVERNMENT LOTS ONE (1), TWO (2), AND FIVE (5), TOGETHER WITH ALL THAT PART OF THE BED OF FOX LAKE LYING WITHIN THE LINES OF THE EAST HALF OF NORTHEAST QUARTER AND WITHIN THE LINES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, EXCEPTING THE FOLLOWING PART THEREOF:

COMMENCING AT MEANDER CORNER NO. 5 ON THE EAST LINE OF SECTION 8, TOWNSHIP 110 NORTH, RANGE 27 WEST; THENCE SOUTH 0 DEGREES 08.9' EAST ALONG THE EAST LINE OF SAID SECTION 8 BEING ALSO THE EAST LINE OF GOVERNMENT LOT 5 IN SAID SECTION 8, 1056.00 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE SOUTH 0 DEGREES 52.1' WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 5,1323.4 FEET TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 5 IN SAID SECTION 8; CONTINUING SOUTH 0 DEGREES 52.1 FEET WEST, 1323.40 FEET TO THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 110, RANGE 27 WEST, THE SAME ALSO BEING THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 110 NORTH, RANGE 27 WEST, WHICH IS THE PLACE OF BEGINNING; THENCE SOUTH 0 DEGREES 43.4' WEST, 462.0 FEET; THENCE NORTH 89 DEGREES 43' WEST, 1318.17 FEET, THENCE NORTH 0 DEGREES 41' EAST, 462.0 FEET; THENCE SOUTH 89 DEGREES 43' EAST 1318.50 FEET TO THE PLACE OF BEGINNING, WHICH IS ALSO DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 110 RANGE 27, THENCE SOUTH ON THE SECTION LINE A DISTANCE OF 28 RODS, THENCE WEST 80 RODS, THENCE NORTH 28 RODS, AND THENCE EAST 80 RODS TO THE PLACE OF BEGINNING AND CONTAINING 14 ACRES MORE OR LESS.

ALL SAID LANDS LYING AND BEING IN SECTION 17, TOWNSHIP 110 NORTH OF RANGE 27 WEST.

SUBJECT TO THE RIGHTS, TITLE AND INTEREST, IF ANY, OF THE STATE OF MINNESOTA IN AND TO THOSE PORTIONS OF SAID LANDS FORMERLY CONSTITUTING THE LAKE BEDS OF TIMBER LAKE AND FOX LAKE, WHICH RIGHT, TITLE AND INTEREST HAS NOT BEEN LITIGATED IN THIS ACTION.

I hereby certify that this Registered Land Survey was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota and that this Registered Land Survey is a correct representation of said parcel of land.

Dated this _____ day of _____, 2024.

_____
Michael M. Eichers, Licensed Land Surveyor
Minnesota License No. 46564

NOTARY'S CERTIFICATE
State of Minnesota
County of Blue Earth
The foregoing instrument was acknowledged before me, this _____ day of _____, 2024 by Michael M. Eichers, Land Surveyor, Minnesota License No. 46564.

_____
Notary Public, _____, Minnesota
My Commission Expires _____

Township of Traverse
I/We do hereby certify that on the _____ day of _____, 2024, the Board of Supervisors for the Township of Traverse, Nicollet County, Minnesota has approved this REGISTERED LAND SURVEY NO. 81.

_____ _____
Town Chair Town Clerk

NICOLLET COUNTY BOARD
I/We hereby certify that on the _____ day of _____, 2024, the Board of Commissioners of Nicollet County, Minnesota approved this REGISTERED LAND SURVEY NO. 81.

_____ _____
Chair Clerk

PLANNING COMMISSION
I/We hereby certify that on the _____ day of _____, 2024, the Planning and Zoning Advisory Commission Nicollet County, Minnesota, did duly approve this REGISTERED LAND SURVEY NO. 81 and that as per M.S. 505.03 Subd 2, this plat has been submitted to and written comments and recommendations have been received from the County Highway Engineer.

_____ _____
Chair Secretary

NICOLLET COUNTY PUBLIC SERVICES
I hereby certify that taxes payable and/or special assessments in the year 2024 on the lands described within are paid in full and there are no delinquent taxes and that transfer was

entered this _____ day of _____, 2024.

_____
Nicollet County Property and Public Services Director

REGISTRAR OF TITLES

I hereby certify that this plat of REGISTERED LAND SURVEY NO. 81 was filed in the office of the Registrar of Titles for public record on this _____day of _____, 2024, at _____o'clock __.M. and was duly filed as Document Number _____.

_____
Nicollet County Registrar of Titles

AREAS
TRACT A = 14.42 ACRES
TRACT B = 4.16 ACRES
TRACT C = 144.65 ACRES

0 400 800
SCALE IN FEET

LEGEND
○ 3/4" IRON PIPE MONUMENT SET MARKED BY LIC. NO. 46564
● MONUMENT FOUND

Bearings are based on Nicollet County Coordinate System NAD83, 1996 Adjustment

THIS PLAT PREPARED BY BOLTON & MENK, INC.

JOB NUMBER: FIELD BOOK: DRAWN BY:

ATTACHMENT E

Registered Land Survey

ATTACHMENT F
Site Photographs

11 04 2024

DISPLAYNAME	MAILINGADDR	MAILINGCITYSTATEZIP
JOST ROSE M TRUST	6621 PARK AVE S	RICHFIELD MN 55423
KACHELMEIER WILLIAM A	42665 COUNTY ROAD 13	SAINT PETER MN 56082
LEONARD JEFFREY E	41232 FORT RD	SAINT PETER MN 56082
MEGHAN ESSER	36471 410TH STREET	SAINT PETER MN 56082
MN DNR & REAL ESTATE MANAGEMENT	500 LAFAYETTE RD	SAINT PAUL MN 55155-4030
RITZ CAROLINE R	244 W JEFFERSON AVE	SAINT PETER MN 56082
RITZ DONALD LE	221 W WABASHA ST	SAINT PETER MN 56082
RITZ JOHN & SEONAID TRUST	18173 GLADSTONE BOULEVARD N	MAPLE GROVE MN 55311
SEITZER PETER T & ANN M SEITZER TRUST	43145 COUNTY ROAD 13	SAINT PETER MN 56082
SWAN LAKE AREA WILDLIFE ASSOCIATION	53698 198TH LN	LAKE CRYSTAL MN 56055
WEBER NIKOLAUS ALAN & JENNIFER ANN WEBER	41114 387TH AVE	SAINT PETER MN 56082
WENNER BRADLEY C	42030 403RD AVE	SAINT PETER MN 56082
YOST JACOB MATTHEW & JENNIFER NICOLE YOST	45919 381ST AVE	SAINT PETER MN 56082

ATTACHMENT G
Neighbor Notification List

CONDITIONAL USE PERMIT

MODIFICATION TO INCREASE NUMBER OF SPECIAL EVENTS, EXTEND OPERATING HOURS, AND CHANGE ALLOWED FIREARM CALIBER

Michaletz Properties, LLC

PLN24-19

NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION

SUBJECT	PLN24-19 Conditional Use Permit Modification
APPLICANT	Michaletz Properties, LLC
LANDOWNER	Michaletz Properties, LLC
LOCATION	Part of the Eastern 1/2 of the Southwest 1/4, and Part of the Southeast 1/4, of Section 1-109-30 in Courtland Township
PARCEL NO	04.201.0210 & 04.201.0800
EXISTING ZONING	Conservancy & Floodplain
HEARING DATE	11/18/2024
COUNTY BOARD DATE	11/26/2024
60 DAYS FROM REQUEST	12/24/2024

REQUEST

The applicant is requesting a modification to their Conditional Use Permit (CUP) to increase the number of special events, extend their operating hours, and change allowed firearm caliber.

ORDINANCE

Commercial recreation facilities must follow the standards of Section 603 of the Nicollet County Zoning Ordinance and must conform with Minnesota State Statutes Chapter 87A.

EXISTING LAND USE

The 159.54-acre property is situated in the Minnesota River Valley and contains the River Ridge Gun Club, whose facilities include shooting ranges and a clubhouse. The two parcels also contain areas of bluff and forest, as well as wetlands in riverine bottomland toward the southern end of the property.

SURROUNDING LAND USE

The sounding parcels include areas of farmland, forest, and bluff, as well as extensive wetlands along the Minnesota River to the south and west. Mineral extraction is an important industry in this section of the Minnesota River Valley, and a handful of gravel pits are located on land to the north and northeast. Additionally, the area includes a number of residential properties. A home located 1,200 feet from the nearest shooting range represents the closest residential parcel not under Michaletz ownership. The western boundary of the City of Courtland is located approximately one-half mile to the east of the facility.

PROJECT DESCRIPTION

This property first received a conditional use permit for a sporting clay course in 1993 with C-23-93. The facility expanded in 2005 to add campsites, weekend food service, and up to three special events per year with C-26-05. In 2020, the PLN20-11 allowed for the addition of long-range rifle, short-range pistol, and target pistol shooting, as well as outdoor archery. It also allowed for the construction of a clubhouse with a kitchen, a septic system, and the hosting of up to five special events annually. The applicant is seeking a modification to the 2020 conditional use permit in order to amend several of the permit conditions.

Special Events:

The applicant is proposing to increase the maximum number of allowed special events from 5 to 10 annually. This represents a change to condition number nine from PLN20-11. The maximum number of attendees allowed would remain capped at 500 under the proposal. Moreover, the applicant is not planning to add additional employees. This means that no additional parking should be necessary beyond the requirements of the 2020 conditional use permit. The applicant has stated that they will continue to coordinate with Courtland Township and the Minnesota Department of Transportation (MnDOT) to mitigate impacts from event traffic.

Condition number nine in River Ridge's current CUP currently reads:

> *The facility shall be limited to a maximum of five (5) special events per calendar year, with a maximum attendance of 500 persons.*

Hours of Operation:

The applicant is requesting flexibility to occasionally extend clubhouse hours to be as follows:

- Monday through Thursday, 7:00 a.m. – 11:00 p.m.
- Friday and Saturday, 7:00 a.m. – 12:00 a.m.
- Sunday, 7:00 a.m. – 5:00 p.m.

This would allow greater flexibility to prepare for outdoor shooting-related events that take place during normal business hours and would also allow for greater utilization of clubhouse space for shooting training and classes, as well as the shooting simulator. The changes above would only apply to the indoor clubhouse space.

Additionally, the applicant is proposing to begin regular clubhouse and shooting hours one hour earlier on Saturday and Sunday at 9:00 am. This would allow the facility to work with MnDOT to place directional signage along US Highway 14. Currently, the facility's operating hours do not meet MnDOT's threshold for placing wayfinding signage.

Conditions twenty-seven and twenty-eight in River Ridge's current CUP relate to hours of operation:

> *27. The facility must adhere to the set hours of operation submitted with the application.*
> *a. Tuesday through Saturday the bar/lounge and clubhouse shall be open 10:00 a.m.*

to 9:00 p.m., and the outdoor shooting ranges/courses shall be open 10 a.m. to sunset.

b. Sundays the bar/lounge, clubhouse, and outdoor shooting ranges/courses shall be open 10:00 a.m. to 5:00 p.m.

28. If the facility holds an event on a Monday, the bar/lounge and clubhouse shall only be open from 10:00 a.m. to 9:00 p.m., and the outdoor shooting ranges/courses shall only be open from 10:00 a.m. to sunset.

Nighttime Shooting:

Minnesota Statute 626.8452 requires law enforcement officers to partake in yearly use of force training, which includes the use of firearms in low light. This generates a great deal of demand among law enforcement agencies for nighttime shooting training. To help satisfy this need, the applicant is proposing to allow nighttime shooting in order to facilitate training for Minnesota law enforcement officers. The proposed nighttime shooting would only accommodate these training events and would not extend to the public or River Ridge club members. The applicant has also stated that they would notify neighboring residences whenever a nighttime training activity is scheduled.

Change in Firearm Caliber:

In the facility's current CUP, condition number thirty prohibits the use of firearms with calibers above 0.39. The applicant is proposing a change to allow firearms with a caliber of up to 0.49. The applicant has stated that firearms of this caliber are common among shooters in our area. The applicant has also stated that no direct correlation exists between caliber and shooting distance.

The condition in River Ridge's current CUP reads as follows:

> *Firearms that are larger than .39 caliber are not permitted on the rifle range for commercial use, except for muzzleloader and black powder style firearms. The commercial use of tracer, armor-piercing, incendiary, steel-core, explosive, steel-jacketed, and accelerator ammunition is prohibited. Shotguns that are 10-gauge or smaller are allowed to be used at the facility.*

SEPTIC

The Nicollet County Sanitarian has reviewed the proposed changes and stated that the facility's septic system uses a time dose system to release effluent more slowly from storage tanks to the drain field. The proposed increase in special events does not increase the maximum occupancy of the facility. However, if events do not have enough spacing, effluent may overwhelm storage tanks before the drain field can complete absorption. Therefore, the Sanitarian has proposed a plan in which the applicant would apply for an operating permit with Nicollet County. This permit would require them to hire a licensed septic contractor to monitor the system at least three times per year

and submit this performance data to the county. If the system is found to be deficient, the applicant would need to add mitigating features to the system.

PUBLIC SAFETY

The Nicollet County Sheriff, David Lange, has reviewed the proposed changes and has not expressed any concerns. Sheriff Lange reiterated that there is not a direct relationship between firearm caliber and shooting range. Therefore, the proposed caliber increase would not increase the risk to any neighboring properties. Sheriff Lange also confirmed the requirement for public law enforcement officers to undergo annual training that includes nighttime shooting and emphasized that this is a great need for local public safety departments.

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.**

    - Commercial recreation is a conditionally permitted use within the Conservancy Zoning District.

    - The proposal appears to meet the standards of Section 603 of the Nicollet County Zoning Ordinance regarding the Conservancy Zoning District.

    - The proposal represents an expansion of hours rather than an entirely new use.

    - Nicollet County law enforcement does not believe that the change in firearm caliber would pose a safety risk.

    - The addition of nighttime shooting represents an opportunity for law enforcement training.

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

    - The proposal does not seek to increase maximum occupancy and would therefore not increase peak traffic on 547th Lane.

    - The proposal does not seek the construction of any new structures that would require utility connections.

3. **The requested use is compatible with the surrounding area and would not significantly**

depreciate nearby properties.

- The proposal does not seek any new structures or lighting that would create a visual change for neighboring properties.

- The proposal would only add two more hours of outdoor shooting per week.

- Nicollet County law enforcement has not expressed concerns about the safety impact on neighboring properties.

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

   - The facility is largely screened from public roads and most neighboring properties by existing vegetation and topographic features.

   - The applicant does not propose adding any new structures or lighting that would create a visual impact on neighboring properties or require setbacks.

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

   - The applicants are following the procedure for conditional use permits set forth in Section 505 of the Zoning Ordinance.

   - Commercial recreation is listed under Section 603.3 of the Zoning Ordinance as a conditional use in the Conservancy Zoning District.

   - The applicant is proposing a modification of an existing use rather than an entirely new use or structure.

   - No structures are proposed and therefore the proposal does not need to refer to zoning ordinance setbacks.

   - The modified schedule would still adhere to the standards of Minnesota Statutes Chapter 87A.

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

   - The Nicollet County Comprehensive Plan has a basic assumption that there will be an increase in demand for recreational opportunities in the future, which can be met by commercial recreation projects.

   - The Nicollet County Comprehensive Plan has a goal regarding preserving the Minnesota River, wooded areas and bluff lands, and the current proposal should not impact these features.

   - The Nicollet County Comprehensive Plan has a goal regarding the provision of quality water resources, and the current proposal should not impact water as long as the septic

system is properly maintained.

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

   - The applicant is not proposing any new structure that would have any visual impact.
   - The applicant is not proposing any new lighting.
   - The applicant is not proposing any new activities that would result in a change of sound or odor.
   - The applicant is only proposing two additional hours of shooting per week.

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

   - The proposed use is considered commercial recreation.
   - Commercial recreation is a conditional use in the Conservancy Zoning District, per Section 603.3 of the Zoning Ordinance.
   - The proposal seeks to expand an existing use rather than adding a new use or structure.
   - The existing surrounding land use is a mix of natural environment, agriculture, industrial, and residential.
   - If the septic system is properly maintained, there should not be any environmental impact from an increase in special events.
   - The applicant is continuing to adhere to their Environmental Stewardship Plan to prevent lead from entering the environment

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

   - Nicollet County law enforcement has not expressed concerns regarding the proposal to increase firearm caliber.
   - The applicant is proposing to communicate with neighboring residences in the event of a nighttime shooting training.
   - The shooting range has backstops and side berms neighboring properties in accordance with its Environmental Stewardship Plan
   - The applicant is continuing to manage noise and projectiles in accordance with Minnesota Statute 87A

- Facility rules are enforced by certified Range Safety Officers.

- If the septic system is properly maintained, there should not be any health impact from an increase in special events.

- The applicant is not introducing any new activities with health impacts.

- The addition of more special events may increase the total amount of traffic on 547th Lane, but should not increase the peak traffic as total occupancy is not changing.

- The applicant has a plan in place for dust control on 547th Lane.

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

- The request would allow for the continued recreational use of firearms and archery equipment in a controlled, supervised environment.

- The applicant is not proposing any new structures or new activities.

- The addition of directional signage on US Highway 14 may help decrease driver confusion.

RECOMMENDATIONS

1. The applicant shall complete 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 conditional use permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.

4. Any structural alteration, expansion, intensification of use, or similar change, beyond that which has been proposed by the applicant, shall be treated in the same manner as a request for a new conditional use permit.

5. The facility shall be limited to a maximum of ten (10) special events per calendar year, with a maximum attendance of 500 persons

6. The applicant must apply for a septic sewage treatment system operating permit with Nicollet County that will require a licensed septic contractor to monitor system performance every four months, as well as after major special events to ensure acceptable performance. These reports will require submission to the Nicollet County Sanitarian.

7. The applicant will be required to undertake septic sewage treatment system upgrades if

reports indicate unacceptable performance.

8. The applicant may utilize the following schedule for clubhouse open hours:
    - Monday through Thursday, 7:00 a.m. – 11:00 p.m.
    - Friday and Saturday, 7:00 a.m. – 12:00 a.m.
    - Sunday 7:00 a.m. – 5:00 p.m.

9. The applicant must adhere to the following schedule for shooting range open hours:
    - Monday – by appointment with additional availability for organized shooting events
    - Tuesday through Friday, 10:00 a.m. – sunset
    - Saturday, 9:00 a.m. – sunset
    - Sunday, 9:00 a.m. – 5:00 p.m.

10. If the facility holds an event on a Monday, the shooting range shall only be open from 10:00 a.m. to sunset

11. Shooting is only allowed during daylight hours with the exception of nighttime training courses designed to satisfy annual training requirements of Minnesota law enforcement officers

12. The facility must provide notification to residential properties within one-half mile of the facility in the event of a nighttime shooting training activity

13. Firearms that are larger than .49 caliber are not permitted on the rifle range for commercial use, except for muzzleloader and black powder style firearms. The commercial use of tracer, armor-piercing, incendiary, steel-core, explosive, steel-jacketed, and accelerator ammunition is prohibited. Shotguns that are 10-gauge or smaller are allowed to be used at the facility.

14. The facility must adhere to the remaining conditions from PLN20-11, including:

    PLN20-11 #1) The applicant shall complete the project according to the plans and specifications submitted to the county with the application.

    PLN20-11 #4) The conditional use permit will be periodically reviewed by the county to ensure compliance with the permit and permit conditions.

    PLN20-11 #5) The county may enter onto the premises at reasonable times and in a reasonable manner to ensure the conditional use permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.

    PLN20-11 #6) Any structural alteration, expansion, intensification of use, or similar change, beyond that which has been proposed by the applicant, shall be treated in the same manner as a request for a new conditional use permit.

PLN20-11 #10) The applicant must acquire the licenses and permits necessary for the proposed sale of food and beverages, including alcoholic beverages. The licenses/permits must be maintained and kept current throughout the operation of the facility. Copies of these licenses/permits must be submitted to Property Services.

PLN20-11 #11) The consumption of alcoholic beverages at the facility by shooting participants is prohibited both prior to, and while, the participants are engaging in shooting activities.

PLN20-11 #12) The applicant must provide Property Services with emergency contact information for the owners of facility and the onsite caretaker. The applicant must keep this information current and up to date.

PLN20-11 #13) The use of lead shot at the sporting clay course is prohibited.

PLN20-11 #15) The applicant must maintain a compliant sewage treatment system in accordance with Section 734 of the Zoning Ordinance and Minnesota State Rules Chapter 7080.

PLN20-11 #16) The secondary septic system location, as depicted on the applicant's survey, must be protected from development, disturbance, or alteration.

PLN20-11 #17) The applicant must submit to Property Services a complete Environmental Stewardship Plan for led pollution prior to issuance of this conditional use permit. The plan must be approved by Property Services and the applicant must at all times abide by the plan. Failure to adhere to the plan may result in revocation of this conditional use permit.

PLN20-11 #23) Any sign for the business to be located on-site must adhere to the signage standards set forth in the Nicollet County Zoning Ordinance. A zoning permit shall be required prior to placement of any such signage.

PLN20-11 #24) Parking and/or material storage is prohibited within public right-of-ways.

PLN20-11 #25) A satisfactory road agreement shall be in place between the applicant and Courtland Township for the use of 547th Lane.

PLN20-11 #29) All events must be focused on the shooting of pistols, rifles, and shotguns, or archery shooting. Any ancillary activities must be shooting-related.

PLN20-11 #31) If a change in ownership occurs and Mark Kohn is no longer the owner of the adjacent property, a new agreement concerning the sporting clays course between the new landowner and the applicant must be submitted to Property Services. If a new agreement is not submitted, the shooting stations in which the fields of fire cross the property boundary must be eliminated.

PLN20-11 #34) Excavation, earthwork, and the removal of vegetation/trees shall be prohibited within the bluff and bluff setback.

PLN20-11 #35) The applicant must obtain the required permits from MnDOT prior to the placement of signage along U.S. Highway 14 during special events.

PLN20-11 #36) The exterior color of the clubhouse and carriage house shall be maintained in a natural and/or earthen hue. (e.g. gray, browns, forest green, etc.)

15. The facility must adhere to the remaining conditions from C-23-93, including:

C-23-93 #1) Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least *500* feet from the property line of the adjacent homes or where there are dwellings.

C-23-93 #2) Applicant shall contract with the Township to provide dust control to the Township's satisfaction and have speed regulations signs.

C-23-93 #3) Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.

C-23-93 #4) Applicant to provide signed copies of lease agreements for lands not under his ownership but posted for hunting in this preserve.

C-23-93 #7) Signs on the boundaries shall be double-faced

5. The facility must adhere to the remaining conditions from C-26-05, including:

C-26-05 #I) That the applicants undertake the project according to the plans and specifications submitted to the county with the application.

C-26-05 #2) That the permit is invalid if the holder does not operate in accordance with MOH licenses covering food service and/or Special Event Camping Areas (SECA's) requirements connected with this conditional use permit.

C-26-05 #3) That the permit would be periodically reviewed by the county to ensure compliance with the permit and permit conditions.

C-26-05 #4) That the county man 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.

C-26-05 #5.a) Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway

point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.

C-26-05 #5.b) Applicant shall contract with the Township to provide dust control to the Township's satisfaction and have speed regulations signs.

C-26-05 #5.c) Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.

C-26-05 #5.d) Applicant to provide signed copies of lease agreements for lands not under his ownership but posted for hunting in this preserve by August 19, 2005.

C-26-05 #5.g) Signs on the boundaries shall be double-faced

Applicant / Landowner: Michaletz Properties, LLC

PLN24-15

ATTACHMENT A **Application**

ATTACHMENT B **Submitted by Applicant**

ATTACHMENT C **Aerial Map**

ATTACHMENT D **Location Map**

ATTACHMENT E **Site Photographs**

ATTACHMENT F **Reference Material**

- F.1 Previous Conditional Use Permits
- F.2 River Ridge Gun Club Environmental Stewardship Plan
- F.3 Use of Force Learning Objectives
- F.4 MN Statutes Chapter 87A

ATTACHMENT G **Neighbor Notification List**

ATTACHMENT H **Criteria for Conditional Use Permit**

NICOLLET COUNTY EST. 1853

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

PLANNING & ZONING ADVISORY COMMISSION APPLICATION

TOTAL FEES: $496.00

Parcel#: 04.201.0210 & 04.201.0800
Permit#: PLN24-019
Date: N/A

Applicant: MICHALETZ PROPERTIES, LLC
Telephone: 507-359-5770
Owner: MICHALETZ PROPERTIES LLC
Property Address: 47028 547TH LN, COURTLAND MN 56021
Abbreviated Legal Description: Part of the Eastern 1/2 of the Southwest 1/4, and Part of the Southeast 1/4, of Sec
Township: Courtland Township
Zoning District(s): CONSERVANCY
Hearing Date: **Monday, November 18, 2024**

Record Type: Conditional Use Permit
Subtype: New
Category: Other
Description: REQUEST TO MODIFY CONDITIONAL USE PERMIT FOR RIVER RIDGE SHOOTING CLUB

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*
Phone: 507-934-7076
Email: John.Zehnder@co.nicollet.mn.us

Patrick Thompson Patrick Thompson (Oct 25, 2024 13:15 CDT)	Oct 25, 2024		10/25/24
APPLICANT SIGNATURE	**DATE**	**PROPERTY SERVICES**	**DATE**

ATTACHMENT A
Application

PLN24-18 Permit Invoice Receipt

Final Audit Report 2024-10-25

Created:	2024-10-25
By:	John Zehnder (John.Zehnder@co.nicollet.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9iwFMxc9d-He0bTx8QFdiK74Rr9HeCGY

"PLN24-18 Permit Invoice Receipt" History

Document created by John Zehnder (John.Zehnder@co.nicollet.mn.us)
2024-10-25 - 5:41:53 PM GMT- IP address: 151.111.52.1

Document emailed to Patrick Thompson (patrickt@riverridgeshootingclub.com) for signature
2024-10-25 - 5:42:35 PM GMT

Email viewed by Patrick Thompson (patrickt@riverridgeshootingclub.com)
2024-10-25 - 6:15:16 PM GMT- IP address: 152.39.184.142

Document e-signed by Patrick Thompson (patrickt@riverridgeshootingclub.com)
Signature Date: 2024-10-25 - 6:15:46 PM GMT - Time Source: server- IP address: 98.97.9.8

Agreement completed.
2024-10-25 - 6:15:46 PM GMT

Adobe Acrobat Sign

APPLICANT QUESTIONNAIRE: CONDITIONAL USE PERMIT CRITERIA

APPLICANT NAME: Michaletz Properties, LLC DATE: 10/23/2024

REQUEST: Amendment to current CUP

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

WHY DO YOU FEEL THE REQUESTS MEETS THE FOLLOWING CRITERIA?

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

   The CUP amendment we are requesting presents no significant changes to our existing land use as currently permitted in accordance with the County's Zoning Ordinance Sections referencing commercial recreation. Our proposed changes will provide Michaletz Properties, along with its tenant, River Ridge Shooting Club, with ar increased ability to serve the needs and wants of those in our local communities as well as provide additional training opportunities for local law enforcement.

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

   We have been and will continue to work closely with Courtland Township to maintain 547th Lane appropriately per the Township Road Agreement we have in place. We do not anticipate significant increase to the traffic with daily operations. We have procedures that include collaboration with the Township and MnDOT for those times when excessive traffic can be expected from special events.

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

   Michaletz Properties, along with its tenant, River Ridge Shooting Club, continues to meet all setback and distance obligations and maintains property boundary signage to ensure safety and prevent trespassing. We are not proposing changes to the use of the land or property in any way. Nearby properties should not see significant depreciation based on our current operations or proposed amendment. We are committed to maintaining our property to be safe, clean, and inviting, which we believe provides a benefit to our local neighborhood.

ATTACHMENT B
Submitted by Applicant

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

We continue to maintain a natural environment with large trees and vegetation to screen most of our property from public roads and neighboring properties. There are no new structures or uses proposed to be added to the property, and we anticipate no adverse effect on nearby properties.

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

We are requesting a minor change to expand our existing business operations as currently permitted within our CUP and in accordance with the County's Zoning Ordinance referencing commercial recreation. The change we seek remains consistent with our current overall land use.

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

The proposed amendment to our CUP is within the guidelines of the Comprehensive Plan in regard to recreational use. There is no new or changed land use plan involved within.

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

Michaletz Properties, along with its tenant, River Ridge Shooting Club, continues to operate in accordance with our Environmental Stewardship Plan and by the guidelines required in MN Statute Chapter 87A (The Shooting Range Protection Act) with regard to noise, projectiles remaining inside property boundaries, etc. The minor changes we now seek to our CUP will provide additional flexibility to current operational limitations and should not create any unreasonably adverse effect for nearby property owners.

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

We are proposing no significant changes to our existing land use and environment. We will continue to operate as a shooting range with continued implementation of the steel shot requirement on our Sporting Clays course, adherence to our

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

Environmental Stewardship Plan, and management of noise and projectiles per MN Stat. 87A.

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

There are no unreasonable health risks for neighbors or the public in general created by the proposed changes. Night shooting will only be for law enforcement training and will be supervised by firearms instructors. These events will take place in the pistol ranges and provide law enforcement officers with a safe, predictable environment for training, which is in the best interest of the public in general. The proposed update to calibers allowed on the rifle range does not create an unreasonable risk due to physical barriers in place to contain the projectiles as well as the enforcement of range safety rules by certified Range Safety Officers.

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

The amendment we are requesting will not present negative health, safety or welfare concerns to our customers, neighbors, or the public in general. We will maintain a high standard for operations as permitted per the terms of our existing CUP, current licensing requirements for food and alcohol service, and internal procedures for safety and environmental management. We ensure safety by maintaining physical barriers and appropriate spacing throughout the property where shooting ranges are located. We place a priority on communicating safety procedures in our Range Rules and Regulations, posted firearms safety rules located at each range and shooting station, and an engaged team of certified Range Safety Officers.

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

APPLICANT QUESTIONNAIRE: PROJECT DESCRIPTION

APPLICANT NAME: River Ridge Shooting Club DATE: 10/23/2024

REQUEST: Amendment to current CUP

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

On August 25, 2020, Michaletz Properties, LLC received approval from the Nicollet County Board of Commissioners to amend its existing conditional use permits (C-23-93 and C-26-05). With the approval, Michaletz Properties was issued PLN 20-00011 which included a number of new conditions. "*Project Description: To amend conditional use permit C-26-05 for a hunting and shooting camp/shooting range, to include trap, long range rifle, short range pistol, sporting clays, a pistol target range, and an outdoor archery range at the facility. Amendment will also remove conditions 5.e, 6, 7 ,8, and 9 from conditional use permit C-26-05 and remove condition 5 from conditional use permit C-23-93.*"

At this time, we are applying to amend specific conditions from the existing conditional use permits as follows:

GROUP ACTIVITIES:

PLN 20-00011 #9) "*The facility shall be limited to a maximum of five (5) special events per calendar year, with a maximum attendance of 500 persons.*"

PROPOSED CHANGE: Our current CUP allows attendance of around 150 participants in normal day-to-day operations, and we are approved for a maximum of five special events per year with a maximum of 500 people. As we continue to gain an understanding of the types of events that would be beneficial for our local communities as well as the business, we would like to see these parameters updated to allow for additional future shooting events. We would like to have the ability to host up to 10 group activities annually with attendance of 151 to 500 people.

We will work with the Nicollet County Sanitarian

OPERATING HOURS AND LAW ENFORCEMENT NIGHT SHOOTING:

PLN 20-00011 #27) *"The facility must adhere to the set hours of operation submitted with the application.*

a. Tuesday through Saturday the bar/lounge and clubhouse shall be open 10:00 a.m. to 9:00 p.m., and the outdoor shooting ranges/courses shall be open l0 a.m. to sunset.

b. Sundays the bar/lounge, clubhouse, and outdoor shooting ranges/courses shall be open l0:00 a.m. to 5:00 p.m."

PLN 20-00011 #28) *"If the facility holds an event on a Monday, the bar/lounge and clubhouse shall only be open from 10:00 a.m. to 9:00 p.m., and the outdoor shooting ranges/courses shall only be open from 10:00 a.m. to sunset."*

PROPOSED CHANGE: We seek approval to expand the hours of operation to the following:
Clubhouse:

- Monday through Thursday, 7:00am – 11:00pm
- Friday and Saturday, 7:00am – 12:00am
- Sunday 7:00am – 5:00pm.

Note, we propose only a slight increase to our hours for the Clubhouse during normal day-to-day operations as follows:

- Monday – by appointment with additional availability for organized shooting events.
- Tuesday through Friday, 10:00am – 9:00pm
- Saturday, 9:00am – 9:00am
- Sunday 9:00am – 5:00pm

We seek these changes for a variety of reasons. Opening at 9:00am on Sundays gives us the ability to work with MNDOT to have directional signage placed along Highway 14. Our current schedule leaves us short by one hour/week per our categorization through MNDOT. Also, the signage ordinances for Nicollet County and Highway 14 prohibit us from placing permanent signage along Highway 14. Therefore, we currently have no sign directing customers to our location which presents an obstacle for people finding our business.

Earlier available Clubhouse hours would also allow classes, training and other activity to begin around normal business hours. Later available hours of operation give more flexibility to our options for classes, simulator use and utilization of our Clubroom space.

These changes to operating hours do include changing start time on the ranges for live-fire shooting from 10:00am to 9:00am.

ADDITIONAL PROPOSED CHANGE: Our current CUP requires all shooting activity to cease at dusk. We have been working with various local law enforcement agencies in providing them with range access for live fire training. We are happy to have been able to provide a well rounded variety of training spaces for local law enforcement and hope to continue to provide and expand this service. It has been brought to our attention that MN law enforcement officers must complete at least one night shoot per year to meet their compliance with training requirements. We seek the ability to host law enforcement agencies for night shoots as needed by the agencies, with live-fire activities ceasing by 9:00pm. After dusk range access will only be used to accommodate law enforcement agencies. If desired we can also provide advance notice to the Nicollet County Sheriff's Department or other appropriate parties when these shoots are scheduled.

RIFLE RANGE CALIBER RESTRICTION:

PLN 20-00011 #30) "Firearms that are larger than .39 caliber are not permitted on the rifle range for commercial use, except for muzzleloader and black powder style firearms. The commercial use of
tracer, armor-piercing, incendiary, steel-core, explosive, steel-jacketed, and accelerator ammunition is prohibited. Shotguns that are l0-gauge or smaller are allowed to be used at the facility."

PROPOSED CHANGE: Our rifle range currently has a restriction prohibiting the use of calibers above .39, we would like to see this change to allow calibers up to .49. There are many rifles chambered in calibers such as .45/70, .450 Bushmaster, .458 Socom that are common for rifle shooters in our area and do not pose any greater risk than smaller calibers, and in many cases less of a risk. See attached documents explaining the difference and lack of direct correlation between caliber size and performance.

Ballistic Calculator

INPUT VARIABLES

Ballistic Coefficient:	.415	Velocity (ft/s):	3080	Weight (GR):	150
Maximum Range (yds):	1000	Interval (yds):	100	Drag Function ():	G1
Sight Height (inches):	1.5	Shooting Angle (Deg.):	0	Zero Range (yds):	100
Wind Speed (mph):	0	Wind Angle (Deg.):	90	Altitude (ft):	0
Pressure (hg):	29.53	Temperature (F):	59	Humidity (%):	78

Ballistic Results - .30-06 Springfield Ballistics

RANGE (YDS)	VELOCITY (FPS)	ENERGY (FT.-LB)	TRAJECTORY (IN)	COME UP (MOA)	COME UP (MILS)	WIND DRIFT (IN)	WIND DRIFT (MOA)	WIND DRIFT (MILS)
0	3080	3159	-1.5	0	0	0	0	0
100	2848	2701	0	0	0	0	0	0
200	2628	2300	-2.8	1.3	0.4	0	0	0
300	2418	1948	-10.7	3.4	1	0	0	0
400	2218	1639	-24.5	5.8	1.7	0	0	0
500	2028	1370	-45.4	8.7	2.5	0	0	0
600	1848	1137	-74.8	11.9	3.5	0	0	0
700	1678	938	-114.4	15.6	4.5	0	0	0
800	1523	772	-166.4	19.9	5.8	0	0	0
900	1381	636	-233.4	24.8	7.2	0	0	0
1000	1258	527	-318.7	30.4	8.9	0	0	0

Ballistic Calculator

INPUT VARIABLES

Ballistic Coefficient:	.210	Velocity (ft/s):	2200	Weight (GR):	250
Maximum Range (yds):	1000	Interval (yds):	100	Drag Function ():	G1
Sight Height (inches):	1.5	Shooting Angle (Deg.):	0	Zero Range (yds):	100
Wind Speed (mph):	0	Wind Angle (Deg.):	90	Altitude (ft):	0
Pressure (hg):	29.53	Temperature (F):	59	Humidity (%):	78

Ballistic Results - 450 Bushmaster Ballistics

RANGE (YDS)	VELOCITY (FPS)	ENERGY (FT.-LB)	TRAJECTORY (IN)	COME UP (MOA)	COME UP (MILS)	WIND DRIFT (IN)	WIND DRIFT (MOA)	WIND DRIFT (MILS)
0	3300	3815	9- .2	0	0	0	0	0
- 00	- 142	- 181	0	0	0	0	0	0
300	- 2- 2	- 357	96	7.4	- .3	0	0	0
400	- 322	157	944.4	- 0.8	4.-	0	0	0
700	- 055	877	956.1	- 6	2.2	0	0	0
200	650	233	9- 28.-	36.1	1.5	0	0	0
800	167	777	9386.4	73.6	- 3.2	0	0	0
500	147	418	9738.4	21.-	- 8.6	0	0	0
100	513	470	9844.4	52.8	33	0	0	0
600	545	40-	9165.2	62.3	35.5	0	0	0
- 000	862	381	9- 332.6	- - 5	47	0	0	0

450 Bushmaster vs 30-06 Springfield Ballistics Table

	0 yds.	100 yds.	200 yds.	300 yds.	400 yds.	500 yds.
30-06 Sprg 150 gr SST	3080 fps 3159 ft-lbs -1.5"	2848 fps 2701 ft-lbs 0"	2628 fps 2300 ft-lbs -2.8"	2418 fps 1948 ft-lbs -10.7"	2218 fps 1639 ft-lbs -24.5"	2028 fps 1370 ft-lbs -45.4"
30-06 Sprg 180 gr Silver Tip	2750 fps 3022 ft-lbs -1.5"	2573 fps 2645 ft-lbs 0"	2403 fps 2307 ft-lbs -3.8"	2239 fps 2003 ft-lbs -13.6"	2081 fps 1731 ft-lbs -30.3"	1930 fps 1489 ft-lbs -55.1"
450 BM 250 gr FTX	2200 fps 2687 ft-lbs -1.5"	1835 fps 1868 ft-lbs 0"	1515 fps 1274 ft-lbs -9"	1255 fps 874 ft-lbs -33.3"	1077 fps 644 ft-lbs -79.8"	970 fps 522 ft-lbs -156.1"
450 BM 300 gr JHP	1900 fps 2405 ft-lbs -1.5"	1560 fps 1621 ft-lbs 0"	1281 fps 1094 ft-lbs -13"	1089 fps 790 ft-lbs -47.2"	974fps 632 ft-lbs -110.7"	895 fps 534 ft-lbs -210.8"

ATTACHMENT C
Aerial Map

ATTACHMENT D
Location Map

ATTACHMENT E
Site Photographs

F

NICOLLET COUNTY BOARD OF COMMISSIONERS

IN RE: The Application of Michaletz Properties, LLC,
to amend two existing conditional use permits,
C-26-05 and C-23-93, to include:
trap, long-range rifle, short-range pistol,
sporting clays, a pistol target, and an outdoor archery range.

On July 28, 2020, the Nicollet County Board of Commissioners [hereinafter "County Board"] met at its regularly scheduled meeting to consider the application of Michaletz Properties, LLC, to amend two existing conditional use permits [hereinafter "CUP"], numbers C-26-05 and C-23-93, to include: trap, long-range rifle, short-range pistol, sporting clays, a pistol target, and an outdoor archery range. The applicants also requested to remove specific conditions from CUPs C-26-05 and C-23-93, on property located at 47028-547th Lane, Courtland, MN [hereafter "Gun Club" or "facility"].

Joe and Christine Michaletz, the owners of Michaletz Properties, LLC, were present. The County Board also heard public appearances from all interested parties wishing to speak at the meeting. The County Board also heard the Staff Report and received written reports and submissions as fully identified herein.

Commissioner Kolars moved, and Commissioner Dranttel seconded, to accept the Planning and Zoning Advisory Commission's June 15, 2020 and July 20, 2020 reports, recommendations and findings as submitted therein, which included the following: amendments to the existing conditional use permits C-26-05 and C-23-93 to include trap, long-range rifle, short-range pistol, sporting clays, a pistol target range, and an outdoor archery range, and to remove specific conditions from C-26-05 and C-23-93, and with additional conditions regarding consumption of alcohol on site, and a restriction on the caliber of firearm and type of ammunition allowed to be used on the property.

The motion carried on a roll call vote, with three Commissioners voting in favor, and two commissioners voted in opposition. Commissioners Kolars, Dranttel, and Morrow voted in favor of the motion. Commissioners Luepke and Kemp voted in opposition to the motion. The CUP and conditions were approved, reserving only the issue of the language for the conditions addressing alcohol consumption and the caliber of ammunition.

Commissioner Kemp moved, and Commissioner Dranttel seconded, a request for Staff to prepare proposed Findings of Fact, and proposed conditions regarding alcohol and ammunition, for the August 25, 2020 regularly scheduled County Board Meeting. The motion carried, with all Commissioners voting in favor.

NICOLLET EST. COUNTY 1853

Mandy Landkamer
Property & Public Services Director
Office of the County Recorder

Document No. 335404

Certified Recorded on 12-17-2020 at 08:00 AM

Fee: $46.00
Pkg: 153334

Rec'd: NICOLLET COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners now makes the following:

Findings of Fact

1. Michaletz Properties, LLC, owns two parcels of property in Courtland Township, Nicollet County, Minnesota, further identified as Parcel 04.201.0210 [hereinafter "Northern Property"] and Parcel 04.201.0800 [hereinafter "Southern Property"].

2. The Northern Property consists of 44.8 acres and is zoned Conservancy. Michaletz Properties, LLC, acquired this property in May of 2019. The property does not contain any buildings at this time. The majority of the existing long-range rifle range floor and berm backstop is located on this property.

3. The Southern Property consists of 114.74 acres and is zoned a mix of Conservancy and Floodplain. It contains one 26' x 70' steel utility building, one 50' x 60' storage building with a 16' x 60' lean-to, and one 16' x 44' mono-roof shed to be used as a covered shooting area for long-range rifle shooting. The structures are located in the area zoned Conservancy. There are no structures or proposed structures located in the area zoned Floodplain. The southern portion of the Sporting Clay Course does appear to have a field of fire where shot may fall within the area zoned Floodplain. River Ridge Gun and Archery Club, LLC, acquired this property in October of 2018. Ownership was then transferred to Michaletz Properties, LLC, in November of 2019.

4. The surrounding land use is a mix of natural environment, agricultural, industrial, and residential.

5. The property was previously known as the River Ridge Gun Club, Inc. It was a hunting preserve, and offered commercial hunting of pheasants and trap shooting activities.

6. There are two existing CUPs for this property, C-26-05 and C-23-93, that permit the following on the property: trap fields (shotguns), sporting clay course (shotguns), guide dog services, game birds, hunting preserve, camping, and shooting-related activities including special shooting events and liquor sales. C-23-93 permits commercial recreational hunting and a shooting camp. C-23-05 continued the previous conditions of C-23-93, clarified prior conditions, and added food service and campsites.

7. The proposed name of the new facility is River Ridge Gun and Archery Club, LLC.

8. The applicants' CUP application [hereinafter "Application"] proposes the continuation of certain permitted activities and adding additional activities. The additional activities include: long-range rifle, short-range pistol, target pistol, outdoor archery, and shooting-related activities including special shooting events, a lounge, retail sales/pro-shop, classroom instruction trainings, indoor shooting simulator, archery, and gunsmith/archery services.

9. The Application seeks to retain certain existing structures, remove certain structures, and add new structures, as fully described and set forth in the Application.

10. The Application seeks to remove specific conditions from the existing conditional use permits as follows:

a. From C-23-93: Condition 5: Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members.

b. From C-26-05:

1) Condition 5.e: Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members.

2) Condition 6: Condition #f of the 1993 permit issued 6/28/93 is clarified to define the hours of operation as from 9:00 a.m. to sunset, with the sunset time as that which is found at the US Naval Observatory listings

3) Condition 7: Water meters are to be installed within 30 days on all water lines leading into the buildings on the site and meter readings are to be submitted to the Environmental Services Department on the first Monday of each month. If the flow to the septic system is greater than what it was designed for and results in a failed system, the system must be upgraded.

4) Condition 8: No firearms other than shotguns are to be discharged by the customers or club members on the facility.

5) Condition 9: Complaints of barking dogs stemming from this operation shall be addressed by the owner/operator in a written noise abatement plan. Failure to address complaints would prompt review of the conditional use permit by the Planning and Zoning Advisory Commission and the Board of Commissioners.

11. The June 15, 2020 public hearing was fully noticed and published in accordance with statute and policy.

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

13. The Planning and Zoning Advisory Commission [hereinafter "Commission"] initially considered the request on June 15, 2020. The Commission continued the public hearing until July 20, 2020, in order to obtain further information about the noise regulations applicable to the Gun Club.

14. The Commission considered and accepted the report of Deputy Zoning Administrator/Planner Jon Hammel; the completed application of Michaletz Properties, LLC, and all attachments thereto; multiple submissions from Wade and Veleda Cordes opposing the Application; materials submitted by Chuck Niska, Shooting Range Coordinator, Minnesota Department of Natural Resources [hereinafter "DNR"], Division of Enforcement; and David Gross

(Attorney at Law) on the history and application of the Shooting Range Protection Act. In addition, three planning and zoning commissioners visited the Gun Club site.

15. Following the June 15, 2020 public hearing, Chuck Niska, DNR Shooting Range Coordinator, provided written comment via emailing clarifying noise control for gun ranges. Pursuant to Minnesota Statutes Chapter 87A, the sound from a shooting range is measured using methodology defined in Minnesota Rule 7030.0060, subparts 4 and 5, and would be measured for a 60-minute time period. The sound is measured at the point of reception, as defined in Minnesota Rule 7030.0060, subpart 1.

16. The materials submitted to the Commission at the public hearings on June 15, 2020 and July 2020, as well as subsequent submissions by the applicants and the Cordes, were also submitted to the County Board, and are part of the record as Attachments A to S.6 inclusive.

17. Public testimony was received by the Commission at the public hearings on June 15, 2020 and July 20, 2020, and is hereby incorporated into the record.

18. The Commission extensively considered the Application, members visited the site, and asked for follow up information from the Deputy Zoning Administrator.

19. The Commission, after due diligence, voted 6-0 to recommend that the Nicollet County Board of Commissioners approve the Application with 35 conditions.

20. The use proposed by the Application is permitted in the specified zoning districts as a Conditional Use according to Section 603.3 of the Zoning Ordinance.

21. The requested use is compatible with the nature of the land, and with public health, safety, and welfare.

a. The requested use is an amendment to an existing commercial recreational land use.
b. Commercial recreational land use is a permitted conditional use in the Conservancy District under Section 603.3 of the Zoning Ordinance.
c. The proposal meets the requirements of Section 725 of the Zoning Ordinance for off-street parking.
d. The request includes adequate barriers, consistent with National Rifle Association [hereinafter "NRA"] Guidelines for the operation of Gun Ranges, to protect surrounding properties and occupants while the facility is in use. The applicants have further presented site plans and constructed barriers that mitigate against stray fire. Members of the Commission visited the site and observed the existing and proposed protections to address the concerns about stray fire as well as noise mitigation efforts.
e. The Gun Range site has proper screening.

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

a. The facility is located on a township road, over which the County does not have authority. Courtland Township received notice of the request, but it did not provide official comment. Members of the Courtland Township Board appeared and noted the Courtland Township Board is planning to fix the township road.
b. Concerns about the township road handling the additional traffic were expressed by members of the public.
c. The conditions imposed on the CUP require the applicants and Courtland Township to have a road agreement in place. This obligation between the road authority and the applicants addresses the concerns with road conditions.
d. There is advisory speed limit traffic signage on the township road.
e. The conditions imposed on the CUP require the applicants to have a contract in place with Courtland Township to control dust to the satisfaction of the township.
f. The applicants have been in contact with the Minnesota Department of Transportation to ensure a proper left turn lane is installed when U.S. Highway 14 is reconstructed. Further, the applicant would apply to the Department of Transportation to obtain, by permit, signage along U.S. Highway 14, notifying drivers to beware of event traffic and turning vehicles.

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

a. The request is for an amendment to the existing use of the property as a gun club.
b. The surrounding land use is natural environment. The County Board has considered the objections noted by neighboring properties and notes the proposed use is consistent with the previous approved use. The prior use also allowed for the operation of a hunting preserve on the property, and included the commercial hunting of pheasants, which is a much less controlled activity than the proposed shooting activities with specific areas of fire contained in the Application.
c. The County Assessor reported that properties adjacent to a shooting facility are not taxed less due to their proximity to a shooting facility. The Assessor's Office has no evidence of significant depreciation of neighboring properties.
d. Based upon the information of the County, the Gun Club meets all applicable set back and distance obligations.

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

a. The facility is largely screened from public roads and most neighboring properties by existing vegetation and topographic features.
b. The applicants propose to replace the existing clubhouse/stop with a new clubhouse and carriage house.

c. The proposed structures meet the applicable setbacks and standards found in Section 603 of the Zoning Ordinance for buildings located in the Conservancy District.
d. The shooting debris will land on-site.

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

a. The applicants are following the procedure for CUPs set forth in Section 505 of the Zoning Ordinance. The application expands an existing and permitted land use.
b. Commercial recreation is a listed conditional use in the Conservancy zoning district under Section 603.3 of the Zoning Ordinance.
c. The proposed parking meets the standards of Section 725 of the Zoning Ordinance.
d. The conditions require compliance with obtaining the necessary zoning permits prior to the start of construction, including any earthwork or site prep, per Section 507 of the Zoning Ordinance.

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

a. The 1985 Comprehensive Plan states that building development should be restricted in the Floodplain District. The request does not include any proposed buildings within the Floodplain zone. The southern portion of the Sporting Clay Course does appear to have a field of fire where shot may fall within the area zoned Floodplain. The applicants will use steel shot only for the Sporting Clay Course and further will have in place an approved Environmental Stewardship Plan.
b. The 1985 Comprehensive Plan indicates wooded areas are to be conserved. The proposal does not include the clearing of existing woodlands.

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

a. The existing vegetation and changes in topography help to screen the facility from public roads and most neighboring properties.
b. The conditions require the applicants to submit and abide by an Environmental Stewardship Plan for lead pollution.
c. Shooting activities, including special events, are already a permitted activity at the Gun Club.
d. Nicollet County's Zoning Ordinance does not contain noise standards. The applicants are required to abide by the standards contained in Minnesota Statutes Chapter 87A and will further have a noise control complaint process in place. While the CUP will increase the frequency of shooting, the noise levels must remain within the parameters set forth by the legislature. The County Board is permitted to trust that other regulatory agencies will fulfill their obligations with respect to the operation of the shooting range.
e. Members of the Commission visited the site and noted the measures the applicants have put in place to address the noise concerns and to mitigate noise from the proposed rifle range. Those measures, in combination with testing obligations, are sufficient to address neighboring property owners' concerns.

f. The applicants plan to add additional measures to reduce sound and noise generated by shooting activities at the facility

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

a. Existing vegetation and changes in topography help to screen the facility from public roads and most neighboring properties.
b. The applicants plan to add measures to reduce sound and noise generated by shooting activities at the facility.
c. The proposed use is considered commercial recreation, which is a conditional use in the Conservancy District, per Section 603.3 of the Zoning Ordinance.
d. The proposal expands shooting activities at an existing commercial recreational gun club. The prior CUPs allowed for shooting activities that included special shooting events and alcohol sales.
e. The existing surrounding land use is a mix of natural environment, agriculture, industrial, and residential.
f. Only steel shot would be used on the Sporting Clays Course and lead shot would be prohibited.
g. The applicants are required to submit and adhere to an Environmental Stewardship Plan for the facility to address lead reclamation.

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

a. The proposed bullet containment measures were designed following NRA and Minnesota DNR guidance.
b. Of the eight dwellings located within one-half mile of the facility boundaries, six are located east of the proposed ranges/courses. The fields of fire are generally arranged away from these six dwellings. However, two of the eight dwellings are located west of the ranges/courses. The applicants have put in place sufficient measures to mitigate against stray fire, consistent with NRA standards.
c. At the public hearings before the Commission, as well as at the County Board meeting, neighboring property owners expressed concern about stray fire. Neighboring property owners stated stray fire was not reported to law enforcement at the time of the incidents. Therefore, any incidents of stray fire, and the discovery of the source of the shots, were not investigated. Based upon the statements at the public hearings, it appears that, if there was stray fire from the Property, that a majority of those incidents occurred under prior ownership.
d. At the public hearings, neighboring property owners expressed concerns about rifles being fired on the Property. To date, the prior CUPs allowed the property owners to use the rifle range for personal use.
e. The applicants estimate a daily usage of up to150 customers, and a special event usage of up to 500 customers. The applicants note that the rifle range use would be rented by the hour and has a limited number of lanes.
f. The applicants would be required to obtain the necessary licenses prior to offering food and beverage services. The applicants agree that alcoholic beverages should not be consumed on site prior to or during shooting activities.

g. A new septic system to serve the proposed clubhouse and carriage house is a required condition of the CUP.

30. The requested use does not have an adverse effect upon public health, safety, and welfare.

a. The applicants' request would allow for the recreational use of firearms and archery equipment in a controlled, supervised environment.
b. The DNR had no objection to the Application.
c. The neighboring property owners concerns about stray fire are addressed by the design aspects of the shooting range set forth in the Proposal.
d. The Cordes' concerns about the health of their horses due to the sound of gunfire, as reflected in their written submissions, is not persuasive, because the existing CUPs allow for shooting activities and the Cordes' purchased their property while the previous CUPs permitting shooting activities were in place.
e. The added condition that prohibits the consumption of alcohol prior to and during shooting activities addresses the concerns raised about the consumption of alcohol during shooting activities. Of note, the previous owner had a license to serve alcoholic beverages on site, but the license expired with the change in ownership.

Decision

The request of Michaletz Properties, LLC, for a conditional use permit is hereby granted for the amendments to Conditional Use Permits C-23-93 and C-26-05 and for Conditional Use Permit PLN 20-11 located at 47028-547th Lane, Courtland, MN, in accordance with and subject to the conditions of the plans, maps, designs, and all other documents referenced in and provisions of the Application, attached hereto as Exhibit A, and further subject to the following conditions:

1. The applicant shall complete the project according to the plans and specifications submitted to the county with the application.

2. The applicant must obtain the appropriate zoning permits prior to construction, including any earthwork or site preparation.

3. The zoning permit is invalid if the holder has not substantially completed the structure within the period of time allowed on the zoning permit connected with this conditional use permit.

4. The conditional use permit will be periodically reviewed by the county to ensure compliance with the permit and permit conditions.

5. The county may enter onto the premises at reasonable times and in a reasonable manner to ensure the conditional use permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.

6. Any structural alteration, expansion, intensification of use, or similar change, beyond that which has been proposed by the applicant, shall be treated in the same manner as a request for a new conditional use permit.

7. Appropriate erosion control measures shall be installed and maintained throughout the construction process and until a permanent vegetative cover is established.

8. Construction activities shall not result in debris, mud, or other materials accumulating on public roadways. Any such accumulation shall be removed immediately by the applicant.

9. The facility shall be limited to a maximum of five (5) special events per calendar year, with a maximum attendance of 500 persons.

10. The applicant must acquire the licenses and permits necessary for the proposed sale of food and beverages, including alcoholic beverages. The licenses/permits must be maintained and kept current throughout the operation of the facility. Copies of these licenses/permits must be submitted to Property Services.

11. The consumption of alcoholic beverages at the facility by shooting participants is prohibited both prior to, and while, the participants are engaging in shooting activities.

12. The applicant must provide Property Services with emergency contact information for the owners of facility and the onsite caretaker. The applicant must keep this information current and up to date.

13. The use of lead shot at the sporting clay course is prohibited.

14. The applicant must submit to Property Services a complete septic design, from a septic professional licensed in the State of Minnesota, prior to issuance of this conditional use permit.

15. The applicant must maintain a compliant sewage treatment system in accordance with Section 734 of the Zoning Ordinance and Minnesota State Rules Chapter 7080.

16. The secondary septic system location, as depicted on the applicant's survey, must be protected from development, disturbance, or alteration.

17. The applicant must submit to Property Services a complete Environmental Stewardship Plan for led pollution prior to issuance of this conditional use permit. The plan must be approved by Property Services and the applicant must at all times abide by the plan. Failure to adhere to the plan may result in revocation of this conditional use permit.

18. If applicable, the applicants must submit to Property Services verification from a building official or architect licensed in the State of Minnesota that the property/structures are in compliance with the standards and requirements of the Minnesota Accessibility Code prior to issuance of the conditional use permit. If the business is found to be noncompliant, the

applicant must bring the property into compliance and submit verification of compliance prior to issuance of the conditional use permit.

19. If applicable, the applicants must submit to Property Services verification from a building official or architect licensed in the State of Minnesota that the structures utilized for the business have been reviewed by a design professional. Alternatively, verification can be submitted the structure is exempted from review by a design professional. This must be completed prior to issuance of the conditional use permit.

20. The applicant shall submit to Property Services verification the project has been reviewed and approved by the Minnesota Department of Labor and Industry, prior to issuance of this conditional use permit.

21. The applicant must submit verification to Property Services that the facility has a Stormwater Pollution Prevention Plan approved by the Minnesota Pollution Control Agency prior to issuance of this conditional use permit.

22. Verification must be submitted to Property Services that the facility has the required licenses and permits necessary for the proposed sales of food and beverages, as proposed by the applicant, prior to the issuance of this conditional use permit.

23. Any sign for the business to be located on-site must adhere to the signage standards set forth in the Nicollet County Zoning Ordinance. A zoning permit shall be required prior to placement of any such signage.

24. Parking and/or material storage is prohibited within public right-of-ways.

25. A satisfactory road agreement shall be in place between the applicant and Courtland Township for the use of 547th Lane.

26. The applicant must submit a complaint response plan related to the operation of a shooting facility prior to issuance of this conditional use permit.

27. The facility must adhere to the set hours of operation submitted with the application.
    a. Tuesday through Saturday the bar/lounge and clubhouse shall be open 10:00 a.m. to 9:00 p.m., and the outdoor shooting ranges/courses shall be open 10 a.m. to sunset.
    b. Sundays the bar/lounge, clubhouse, and outdoor shooting ranges/courses shall be open 10:00 a.m. to 5:00 p.m.

28. If the facility holds an event on a Monday, the bar/lounge and clubhouse shall only be open from 10:00 a.m. to 9:00 p.m., and the outdoor shooting ranges/courses shall only be open from 10:00 a.m. to sunset.

29. All events must be focused on the shooting of pistols, rifles, and shotguns, or archery shooting. Any ancillary activities must be shooting-related.

30. Firearms that are larger than .39 caliber are not permitted on the rifle range for commercial use, except for muzzleloader and black powder style firearms. The commercial use of tracer, armor-piercing, incendiary, steel-core, explosive, steel-jacketed, and accelerator ammunition is prohibited. Shotguns that are 10-gauge or smaller are allowed to be used at the facility.

31. If a change in ownership occurs and Mark Kohn is no longer the owner of the adjacent property, a new agreement concerning the sporting clays course between the new landowner and the applicant must be submitted to Property Services. If a new agreement is not submitted, the shooting stations in which the fields of fire cross the property boundary must be eliminated.

32. The facility must adhere to the remaining conditions from C-23-93, including:

    C-23-93 #1) Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.

    C-23-93 #2) Applicant shall contract with the Township to provide dust control to the Townships satisfaction and have speed regulations signs.

    C-23-93 #3) Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.

    C-23-93 #4) Applicant to provide signed copies of lease agreements for lands not under his ownership but posted for hunting in this preserve.

    C-23-93 #6) Shooting to be allowed only during daylight hours.

    C-23-93 #7) Signs on the boundaries shall be double faced.

33. The facility must adhere to the remaining conditions from C-26-05, including:

    C-26-05 #1) That the applicants undertake the project according to the plans and specifications submitted to the county with the application.

    C-26-05 #2) That the permit is invalid if the holder does not operate in accordance with MDH licenses covering food service and/or Special Event Camping Areas (SECA's) requirements connected with this conditional use permit.

    C-26-05 #3) That the permit would be periodically reviewed by the county to assure compliance with the permit and permit conditions.

C-26-05 #4) That the county man enter onto the premises at reasonable times and in a reasonable manner to insure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.

C-26-05 #5.a) Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.

C-26-05 #5.b) Applicant shall contract with the Township to provide dust control to the Townships satisfaction and have speed regulations signs.

C-26-05 #5.c) Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.

C-26-05 #5.d) Applicant to provide signed copies of lease agreements for lands not under his ownership but posted for hunting in this preserve by August 19, 2005.

C-26-05 #5.f) Shooting to be allowed only during daylight hours.

C-26-05 #5.g) Signs on the boundaries shall be double faced.

34. Excavation, earthwork, and the removal of vegetation/trees shall be prohibited within the bluff and bluff setback.

35. The applicant must obtain the required permits from MNDOT prior to the placement of signage along U.S. Highway 14 during special events.

36. The exterior color of the clubhouse and carriage house shall be maintained in a natural and/or earthen hue. (e.g. gray, browns, forest green, etc.)

37. Violation of any condition of this conditional use permit may result in revocation of the conditional use permit, as per the Nicollet County Zoning Ordinance.

Dated this 25 day of August, 2020.

NICOLLET COUNTY BOARD OF COMMISSIONERS.

John Luepke

John Luepke, Chair
Nicollet County Board of Commissioners

ATTEST:

Ryan Krosch, County Administrator
Clerk to the County Board

NICOLLET COUNTY BOARD OF COMMISSIONERS
APPROVED CONDITIONAL USE PERMIT

On this 22nd day of June, 1993, following the public hearing conducted by the Nicollet County Planning and Zoning Advisory Commission in the Nicollet County Courthouse, the Nicollet County Board of Commissioners hereby approved a Conditional Use Permit on behalf of:

Name: Lester Zwach

in accordance with the provisions of Section 604.3 of the Nicollet County Zoning Ordinance and pursuant to the requirements of Chapter 394.301, Minnesota Statutes.

The approved Conditional Use Permit authorizes the above named:

For a commercial recreational hunting and shooting camp

on the following described parcel (abstract-torrens) of land:

SE 1/4 of SW 1/4 of Section 1-109-30 in Courtland Township

CONDITIONAL USE ORDER
and subject to the following conditions:

1. Boundary of the hunting area, including the leased land, must be posted clearly at a minimum of every 500 feet, closer if necessary, so at a midway point of each posting sign the signs on either side can be easily seen. The boundary shall be posted along a line that is at least 500 feet from the property line of the adjacent homes or where there are dwellings.
2. Applicant shall contract with the Township to provide dust control to the Townships satisfaction and have speed regulations signs.
3. Access to the preserve must be gated in such a manner that prevents unauthorized access to the preserve.
4. Applicant to provide signed copies of lease agreements for lands not under his ownership but posted for hunting in this preserve.
5. Only shotguns by club members are to be permitted on this preserve. The use of rifles is prohibited by all club members.
6. Shooting to be allowed only during daylight hours.
7. Signs on the boundaries shall be double faced.

The Environmental Services Director is herewith directed to issue the appropriate permits pursuant to this Conditional Use Order.

William H. Schimmel

William Schimmel, Chairman
Nicollet County Board of Commissioners

DATE: 6-28-93

State of Minnesota
County of Nicollet

Office of Nicollet County Coordinator

I, the undersigned Clerk to the Board, in and for said County and State, do hereby certify that I have compared the above information with the original minutes of record in my office; and find the same to be a true and correct copy of said original and of the whole thereof, as based on approved minutes of the Nicollet County Board of Commissioners meeting held on June 22, 1993, and on record in the Nicollet County Coordinator's Office.

WITNESS my hand this 28th day of June, 19 93.

Robert Podhradsky

Robert Podhradsky, Clerk to the Board

ENVIRONMENTAL STEWARDSHIP PLAN: RANGES AT RIVER RIDGE SHOOTING CLUB

RIVER RIDGE
SHOOTING CLUB

Prepared for:

River Ridge Shooting Club, LLC
47028 547th Lane
Courtland, MN 56201

Initial Plan Prepared by:

Metals Treatment Technologies, LLC
14045 West 66th Avenue
Arvada CO 80004

Through a subcontract to:

Dr. Richard Peddicord
Environmental Range Protection
1115 Coopers Landing Road
Heathsville, VA 22473

August 2020

ENVIRONMENTAL STEWARDSHIP PLAN: RANGES AT RIVER RIDGE SHOOTING CLUB

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ENVIRONMENTAL STEWARDSHIP PLAN: RANGES AT RIVER RIDGE SHOOTING CLUB

1.0 INTRODUCTION

This Environmental Stewardship Plan (ESP) constitutes guidance for environmental operation, maintenance, and management of materials associated with firearms shooting at the River Ridge Shooting Club (RRSC) outdoor shooting ranges located at 47028 547th Lane, Courtland, MN 56201. RRSC is being developed as an upgrading and expansion of limited shooting venues previously operated on the property.

This ESP is consistent with, and constitutes RRSC's site-specific plan for implementing, the shooting range environmental management guidance of the U.S. Environmental Protection Agency (EPA 2005) at the ranges as presently planned. This ESP is also consistent with the shooting range environmental management guidance of the National Shooting Sports Foundation (NSSF 1997) and National Rifle Association (NRA 2012). The State of Minnesota expressed written agreement with the principles of the EPA (2005) guidance shortly after it was published. The Department of Natural Resources has published its own best practices guidance (DNR undated) that is compatible with this EPA guidance. Minnesota environmental laws and regulations apply to management of the RRSC ranges (see, for example, MPCA 2015).

This ESP focuses on the planned RRSC firearms ranges and the materials and activities to design, construct, operate, maintain, and manage those ranges. It explicitly assumes that those activities will be conducted in accordance with good engineering, construction, and management practices and consistent with applicable environmental laws and associated regulations and permits.

When the term "range" is used in a general sense in this document without specifying a particular shooting venue, it collectively refers to the above referenced RRSC property managed for shooting, including the firing lines, backstops, range floors, shooting positions, shotfall areas, etc.

In 2020 RRSC pro-actively initiated development of this ESP specifically for its ranges; the ESP is not to be extrapolated, adapted, or otherwise applied at any other range or property.

1.1 MISSION STATEMENT OF RIVER RIDGE SHOOTING CLUB

The goal of River Ridge Shooting Club is to be a gun and archery shooting range that will serve a variety of customers throughout south-central Minnesota and those traveling to the area to use our range and services. We intend to offer a multi-range system including outdoor ranges for rifle and pistol shooting, various courses for shotgun sports, and an outdoor archery range. We are committed to promoting responsible ownership of firearms and archery equipment by advocating for and offering safety instruction and proficiency training.

1.2 PURPOSE OF THIS ENVIRONMENTAL STEWARDSHIP PLAN

The foundational purpose of this ESP is to minimize the potential for adverse environmental effects of shooting at the site through proactive management. To accomplish this, specific purposes of this ESP are:

- Document the present environmental setting at the planned RRSC ranges
- Identify issues of potential environmental concern that presently exist, or may reasonably exist in the future associated with shooting at the planned ranges
- Identify short-term and long-term range design, construction, operation, maintenance, and management practices to be implemented
- Comply with Federal and State environmental laws and regulations applicable to outdoor shooting ranges

1.3 GOALS OF THESE BEST MANAGEMENT PRACTICES

The goals of implementing this ESP through planning, design, operation, maintenance, and management of the ranges in compliance with applicable Federal and State environmental laws and regulations are as follows, with a summary of the site-specific best management practices (BMPs) of Section 3 that contribute most directly to achieving each goal.

1. Keep shooting-associated materials on the RRSC property and out of "Waters of the United States"
    - BMP 1: Manage the distribution of shooting-associated materials
    - BMP 2: Maintain backstops and side berms consistent with NRA guidance
    - BMP 3: Use target types and positions that limit bullet dispersion

2. Reclaim and recycle lead periodically as a key part of range operation and maintenance
    - BMP 4: Reclaim and recycle lead

3. Reuse, recycle, or dispose empty cartridge cases, shotgun hulls, and clay targets
    - BMP 5: Manage shooting-associated materials regularly
    - BMP 6: Choose optimal clay target type for RRSC and manage regularly

4. Provide environmentally sound management of shooting venues
    - BMP 7: Manage soil acidity as recommended by EPA
    - BMP 8: Mange runoff and erosion to control lead mobility
    - BMP 9: Maintain ground cover on ranges
    - BMP 10: Conduct an OSHA Initial Determination of range worker lead exposure
    - BMP 11: Consider managing potential lead exposure of shooters
    - BMP 12: Remain current on lead and bullets and shot of materials other than lead

5. Discourage ingestion of lead by birds and wildlife
    - BMP 13: Maintain conditions that tend to attract birds away from areas with lead

6. Anticipate the possibility of future change in use of the property

- BMP 14: Prepare for the possibility of a choice to close ranges

7. Maintain these BMPs as an up-to-date "living" document
    - BMP 15: Annually review this ESP and update as appropriate
    - BMP 16: Maintain records of ESP activities

2.0 SITE ASSESSMENT

Section 2 describes the existing RRSC site conditions, shooting venues and activities, and potentially associated environmental issues. Section 2.1 describes the site conditions, and Section 2.2 provides context and perspective on those conditions. Together, Sections 2.1 and 2.2 provide the foundation for the BMPs as presented in Section 3.

2.1 GENERAL ENVIRONMENTAL ACTIVITIES

River Ridge Shooting Club developed this ESP as part of its implementation of the EPA (2005) guidance on management of lead at outdoor shooting ranges. In addition to development and implementation of the BMPs in Section 3, supporting environmentally-related activities at RRSC include such things as:

- Planting approximately 11 acres of the northern portion of the property with native grasses and wildflowers
- Allowing approximately 20 acres of previously cultivated land in the flood plain on the southern portion of the property to grow back into its natural trees and grasses
- Using a small field to the west of the trap field as a food source for wildlife over the winter months
- Placing bird houses and wood duck houses in appropriate areas throughout the property

2.2 DESCRIPTION OF SHOOTING RANGES

The River Ridge Shooting Club is located at 47028 547th Lane, Courtland, MN 56201. Planned firearms venues consist of a Long-Range Rifle Range, five Short Ranges, a Target Range, four Trap Fields, and a 14-station Sporting Clays Course. These venues are described as planned below and illustrated in Figure 1 and the RRSC Site Plan.

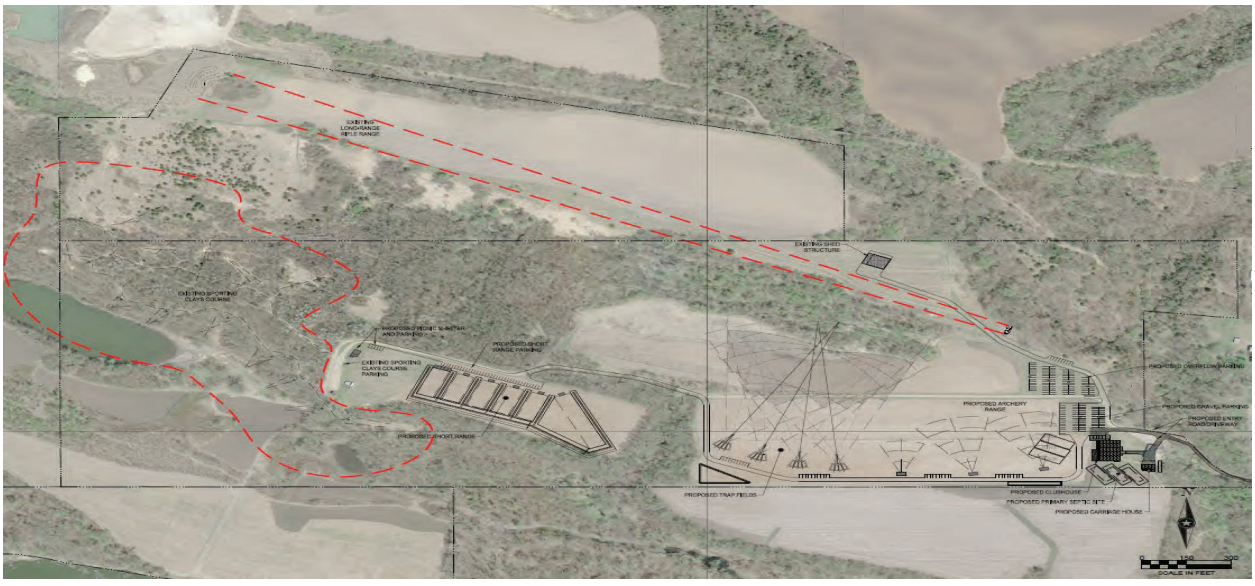

Figure 1. Overview of ranges planned at River Ridge Shooting Club

General Setting

The ranges are planned on rolling terrain above the floodplain on the north side of the Minnesota River approximately midway between the towns of New Ulm and Courtland. The site is a mix of forest, open woods, and agricultural fields. Surface runoff from the ranges and shotfall areas drains generally southward toward the river. The land was previously used as an upland bird hunting preserve with ancillary shotgun venues. New ranges planned for these previous shooting venues are described in the following subheadings and illustrated in Figure 1.

Long Range

This is the northernmost range on the property and is oriented to shoot northwestward away from residential areas. The Long Range is designed with four lanes for shooting at targets up to 1,000 yards from the covered firing line; shooting will be limited to appropriate rifles. The earthen backstop constructed of site soil will be approximately 30 feet high. Intermediate backstops approximately 4 feet high and 8 feet wide will be constructed of stacked railroad ties backed with AR500 steel plate at 100, 200, 300, 400, 500 and 750 yards from the firing line. Targets will be placed in front of each of these interim backstops as shooting needs indicate.

Short Range

The Short Range is planned as a pistol and rifle located on the south-central area of the property, separated from the Long Range to the north by nearly 1,000 feet of forest and open woods. The Short Range will consist of one 100-yard shooting bay shooting toward the southeast with four 50-yard shooting bays to the west that shoot southward. Each bay will have an earthen side berm approximately 8 feet high the full length of both sides, including the east side of the 100-yard bay. An earthen backstop approximately 20 feet high will constitute the downrange end of all the bays. The side berms and backstop will be planted in a low maintenance grass for vegetative soil stabilization to limit erosion potential.

Target Range

The Target Range is planned as a 25-yard pistol range on the west end of the Short Range. Shooting will be toward the south with the range surrounded by two earthen side berms approximately 8 feet high and a backstop approximately 20 feet high. As on the Short Range, the side berms and backstop will be planted in a low maintenance grass. This bay will have a covered firing line.

Trap Fields

Four Trap Fields are planned to the east of the Short Range, with shooting toward the north. The shotfall area will consist largely of former agricultural fields free of trees. Lead shot will be allowed on the Trap Fields.

Sporting Clays Course

The existing Sporting Clays Course in the southwestern portion of the property will continue to be used. The course consists of a generally looping cart path with shooting outward from approximately 14 shooting stations spaced around the loop. Steel shot will be required on the Sporting Clays Course.

2.3 EXISTING ENVIRONMENTAL SITUATION

The U.S. Department of Agriculture Natural Resources Conservation Service's Web Soil Survey database (NRCS 2020) indicates the soil acidity, measured as pH, at the RRSC ranges is between 6.5 and 7.9, well within the recommended (EPA 2005, NSSF 1997) range of pH 6.5 to 8.5 for minimizing the environmental mobility of lead[1]. The database indicates both the cation exchange capacity and the clay content of the soils on all the ranges are each high enough to substantially retard environmental mobility of lead. The low potential for the area of most ranges to flood or pond water is positive in limiting the potential environmental mobility of lead. The operation and maintenance BMPs specified in Section 3 recognize the pH and other site soil conditions and are designed to work with the characteristics of the native soils, including management of pH if warranted, to reduce potential dissolution of lead and increase protection of surface water and groundwater from shooting-associated materials.

[1] Throughout this document, bullets, shot, and metal compounds weathered from bullets or shot are collectively referred to as lead particles for convenience, recognizing that these particles vary greatly in size and shape and may contain small amounts of various metals and metal compounds in addition to lead. The BMPs in Section 3 are specifically designed to manage various aspects of the environmental behavior and potential impacts of lead and the other metals and metal compounds associated with bullets and shot consistent with EPA (2005) and NSSF (1997) guidance.

3.0 SITE-SPECIFIC BEST MANAGEMENT PRACTICES

Environmental BMPs appropriate for the RRSC shooting venues are presented below under the BMP Goal (see Section 1.2) to which they contribute most directly. All BMPs work together with the site characteristics of Section 2 to collectively provide site management consistent with EPA (2005) and other relevant guidance.

With all BMPs collectively working together with the site characteristics, all BMPs are equally important even though some obviously make larger or more immediate contributions than others toward achieving specific goals. RRSC management will determine the implementation priority of the BMPs considering anticipated environmental benefits, how long it is likely to take for the expected environmental benefits to be realized, availability of resources, and other relevant considerations, including changes in regulations. RRSC management will annually review the ESP (BMP 15) for possible revisions that may include changes to implementation priorities.

The major steps considered appropriate to implement each BMP at the time this guidance was developed are summarized as part of the description of the BMP. There may be alternative steps that are equally acceptable. As RRSC personnel gain implementation experience, management may modify, delete, or add steps as appropriate to best achieve the purpose of BMP(s). Some BMPs are related and their implementation should be coordinated to the extent practical.

Goal 1: Keep shooting-associated materials on the RRSC property and out of "waters of the United States"

From environmental and legal/regulatory perspectives, it is in the best interest of RRSC that shooting-associated materials (e.g. shot, hulls, clay targets, and bullets), including steel and other "non-toxic" shot:

- Not be discharged into "Waters of the United States".

- Remain on the RRSC property (1) so that these materials can be managed without trespass on adjacent property or the necessity of obtaining approval for access and management from the adjacent property owner(s), and (2) to avoid possible allegations of regulatory violations, including the possibility that these materials constitute trespass or litter on adjacent property. Prevention of such a situation is a primary purpose of BMPs 1, 2, and 3, and a secondary purpose of several other BMPs. Beyond merely remaining on the RRSC property, shooting-associated materials should remain within the intended areas of the property and in areas where they can be managed.

In clay target shooting, shot falls at greater distances from the shooter than is often realized (see discussion and diagrams in Section 4 of NSSF 1997). On rifle and pistol ranges, bullets may (a) ricochet off the range floor, backstops, target holders, or other hard surfaces (including cobbles/boulders in backstops, steel targets, and paved walkways), or (b) strike a previously fired

bullet on the face of the backstop and flip it off the backstop. BMPs 1 through 3 concern retaining shooting-associated materials within the intended areas at RRSC.

BMP 1: Assure that shot, hulls, clay targets, and bullets do not reach property not owned or otherwise controlled by RRSC or any jurisdictional waters of the United States that may be on the RRSC property. Determine the need for management, identify potential operation and maintenance alternatives, and implement the optimal alternative(s) as appropriate.

Step 1: Locate the legal boundaries of the RRSC property.

Step 2: On the rifle/pistol ranges approximate the distribution of bullets around and behind the backstops. Approximate the distribution of shot on the Trap Range and Sporting Clays Course. These approximations can be based on the discussions and diagrams in Section 4 of NSSF (1997) based on shot ballistics model outputs indicating that on flat ground and absent obstructions and wind:

- the maximum range of standard trap loads of number 7½ lead shot is approximately 770 feet
- the maximum range of standard skeet loads of number 9 lead shot is approximately 680 feet
- The maximum range of similar sizes of lighter steel shot may be somewhat less, although steel shot is more susceptible to wind than heavier lead shot.

Actual distances will be longer if velocities are higher or larger shot is used, and lower if velocities are lower or shot is smaller. Consider the shape of the shotfall area as indicated by the theoretical shotfall areas illustrated in Figures 4-2, 4-3, and 4-4 of NSSF (1997). The sides of these NSSF theoretical shotfall areas do not consider the spread of the shot charge as it travels downrange or the effects of wind on target and shot trajectories, and the actual shotfall areas may be wider and/or longer than indicated by the NSSF (1997) drawings. Both the size and shape of the theoretical shotfall areas usually will be altered and increased by prevailing winds, although even tall, dense trees have relatively little effect on shot distribution. The greatest amount of shot usually accumulates about 350 to 600 feet from the shooting positions, although these distances may increase somewhat in hilly terrain. To help guide the on-the-ground investigation of actual shot distribution in Step 3, these distances for each shooting position/target presentation can be approximated using computer mapping tools such as Google Earth™ or hand-drawn to scale on an aerial photograph or map.

Step 3: Determine the distribution of bullets and shot.

- Bullets may ricochet or be flipped off the backstops of the rifle/pistol ranges. Bullet scars on trees, brush and rocks on or near the backstops may indicate directions in which ricochets maybe found.
- The approximation of Step 2 provides indication of the actual outer perimeter of the shotgun range shotfall area. Shot scars on smooth-barked trees and brush provide useful indications at relatively short distances. The perimeter of the shotfall area can be identified by examination of bare spots of ground for shot,

and by sieving dry soil through a mesh with openings of an appropriate size (e.g., metal window screen) to separate shot from soil. If necessary, twigs and organic debris can be floated off the screen in a container of water. Steel shot can easily be identified with a small magnet. A useful approach is to begin where accumulations of shot are easily visible on the ground and proceed away from shooting positions in the direction of (a) most shooting, and (b) shooting to the extreme right and left, considering the direction of prevailing winds. In each of these directions, examine and/or sieve soil at approximately 100-ft intervals. Near the approximate perimeter, adjust the intervals as necessary to obtain the desired precision.

Step 4: If results indicate bullets, shot, hulls, or clay targets reach property not owned or otherwise controlled by RRSC or waters of the United States, identify possible modifications to prevent this. Using the findings of Steps 2 and 3 as a guide, identify possible modifications such as the following or combinations thereof.

Step 4a: Modifications to ranges to prevent shooting-associated materials from reaching property not owned or otherwise controlled by RRSC or waters of the United States, considering such options as:

- raising backstop heights or increasing side berm lengths or heights (see BMP 2)
- installing or enlarging horizontal or vertical bullet catchers or "eyebrows" on backstops (see BMP 2)
- installing overhead baffles on the rifle/pistol ranges
- modifying target holders and/or target types to reduce ricochet potential (see BMP 3)
- modifying shotgun shooting locations, shooting directions, or target presentations
- perhaps shot curtains properly positioned, designed, constructed, and maintained
- other actions that would help keep bullets or shot from reaching the property boundary or waters of the United States

Step 4b: Modifications of the RRSC property boundaries to keep bullets and shot on property owned or otherwise controlled by RRSC where they can be managed, including such options as:

- purchasing additional property to extend the RRSC property boundary to encompass the deposition of bullets or shot
- other options that would provide RRSC the ability to manage bullets or shot where they deposit
- combinations of options from Steps 4a and 4b

Step 5: Determine the benefits (including environmental benefits), limitations (including habitat destruction or alteration), and costs (including operation and maintenance) of each modification identified. Safety factors should be considered as one of the benefits.

Step 6: Select the optimal alternative(s), determine the necessary steps, and schedule implementation.

Step 7: Locate and orient any future shooting venues so that bullets, shot, hulls, or clay targets remain on property owned or otherwise controlled by RRSC and out of waters of the United States, if any, on the property.

BMP 2: Confirm that the rifle/pistol range backstops and side berms are consistent with applicable guidance in the Outdoor Shooting Ranges: Best Practices published by the Minnesota Department of Natural Resources and the NRA Range Source Book (NRA 2012), which can be obtained from NRA at a small cost. One of the primary purposes of this BMP is to confirm that the ranges provide adequate bullet retention, thereby working with BMP 3 to help minimize the possibility that bullets might leave property owned or otherwise controlled by RRSC or enter inappropriate areas. Processes by which bullets may escape ranges are discussed above under Goal 1.

Step 1: Identify the applicable guidance on backstop and side berm/side wall design and construction. Guidance calls for 12-20 foot high backstops and 8 foot high side berms unless site conditions indicate otherwise.

Step 2: Confirm that the rifle/pistol range backstops and side berms are consistent with published guidance on backstop and side berm heights.

Step 3: If a range is not consistent with published guidance on backstop and side berm height, identify and evaluate possible modifications to make it consistent and implement the appropriate modifications.

Step 4: Determine the benefits (including environmental benefits), limitations (including feasibility and practicality), and costs (including construction and operation and maintenance) of each possibility identified.

Step 5: Select the appropriate modification(s), determine the necessary steps, schedule implementation, and operate and maintain backstops and side berms/side walls as necessary. Do not place tires, wood, and other such materials that obstruct lead reclaiming and recycling (BMP 4) on the face of earthen backstops.

BMP 3: Provide, maintain, and instruct Range Officers and shooters on use of appropriate types of targets and target holders, and proper target placement on the rifle/pistol ranges. Bullets passing near or through the targets from normal shooting positions (standing, bench, prone, etc.) and firing lines should hit the backstops. Shooters, Range Officers, and range management should recognize the importance of this because bullets that hit the range floor instead of the backstop have the highest potential to ricochet and possibly escape the range, perhaps leaving the RRSC property or entering inappropriate areas. Establish and enforce rules and monitor range use to ensure that only appropriate and properly positioned target holders are used and there is no shooting at targets not mounted on such holders.

Step 1: Use target holders set at heights and positions on the rifle/pistol ranges to assure that bullets passing through or near targets impact the backstop and not the range floor. Recognize that the number of bullets leaving a range will tend to decrease to the extent that the following general guidance is implemented.

- Placing target holders in an appropriate "target zone", that is, less than 50 yards in front of the backstop for pistols and 100 yards for rifles and within the lateral limits of the outermost firing lanes will help reduce bullets leaving the range.
- Use target holders of sufficient height and distance from the backstop in relation to the trajectory of the rounds fired on the range so that bullets passing through or near the targets hit the backstop and not the range floor.
- If activities require targets on or only slightly above ground level, placing them within the lateral limits of the outermost firing lanes and no more than approximately two yards from the backstop will increase the probability that bullets passing through or near the target or ricocheting off the range floor near the target will hit the backstop.
- If targets are improperly placed at ground level or sufficiently far from the backstop that bullets passing through or near the target first strike the range floor rather than the backstop, ricochets may go over the backstop or side berms/side walls.

Step 2: Use only targets designed for that purpose. This includes paper and plastic targets manufactured or created informally for this purpose; it does not include cans, bowling pins, golf balls, and the myriad of other hard 3-dimensional objects often used as "targets" that can promote ricochets and bullet fragmentation. Ideally from a strictly environmental perspective and not considering shooter preferences, steel targets, falling plate targets, and other types of hard targets that tend to promote ricochets and increase bullet fragmentation and spatter should not be used because they distribute many tiny lead particles widely around the targets. These tiny lead particles cumulatively have a very great surface area that tends to increase contact of lead with soil moisture and increase the potential for lead to dissolve. The small size of the particles also tends to increase their physical mobility with runoff and makes them impractical to reclaim. The combination of dissolution potential and particle mobility tends to increase potential lead concentrations in soil, water, and sediment. However, steel targets with the top slanted forward toward the shooter or those that swing back and up on impact tend to distribute lead particles much less widely than, and are environmentally preferable to, vertical stationary steel targets or steel targets that fall backward on impact and deflect particles upward.

Step 3: Emphasize good shooting practices and rules to ensure proper target types and positioning. Consider means such as:

- Revising range rules as appropriate
- Distributing revised rules to members at meetings, by mail, etc.
- Posting summaries of revised rules on the RRSC website and on shooting pavilions, firing lines, etc.

- Training Range Officers in the revised rules, the reasons for the revisions, and the need for enforcement
- Other means as may be appropriate at RRSC

Step 4: Educate Range Officers and shooters to the importance of proper target type and proper positioning of targets and target holders. Make compliance an important part of ongoing range operations.

Goal 2: Reclaim and recycle lead periodically as a key part of range operation and maintenance

The background and discussion on lead reclaiming and recycling in Appendix A is essential for achieving this Goal. RRSC management should become familiar with Appendix A before initiating implementation of BMP 4.

BMP 4: When appropriate considering the discussion in Appendix A, contract with a well-qualified firm to reclaim and recycle bullets and shot as appropriate from the rifle/pistol ranges and/or the Trap Range consistent with EPA (2005) guidance and other applicable Federal, State, and other environmental regulations and guidance using best practical technologies and approaches. Periodic reclamation is a cornerstone of the EPA (2005) guidance on managing lead.

Step 1: Obtain the opinion of counsel experienced in U.S., State, and local environmental laws, regulations, and policies as applied to outdoor shooting ranges regarding possible permitting and other regulatory issues applicable to shot and/or bullet reclamation.

Step 2: Identify candidate companies well-qualified in reclaiming and recycling shot and bullets (e.g., Metals Treatment Technologies, LLC – MT2.com). See Appendix B for guidance in identifying candidate companies with experience in satisfactorily reclaiming and recycling both shot and bullets, which require different equipment.

Step 3: In consultation with a company identified in Step 2,

a. Identify possible methods for reclaiming shot and bullets to the maximum extent practical, and their advantages, limitations, and cost considering the approximate financial return to RRSC from the recycled lead.
b. Identify measures for preparing the Trap Range shotfall area and the rifle/pistol ranges to optimize future lead reclamation.
c. Determine the benefits (including environmental benefits), limitations (including habitat destruction or alteration), and costs (including construction and operation and maintenance) of these measures considering the discussion in Appendix A, and evaluate implementing them on:
    i. The backstops and floors of the rifle/pistol ranges
    ii. The shotfall area of the Trap Range. (As long as lead shot is prohibited on the Sporting Clays Course as planned, reclamation of steel shot will likely not be warranted.) Recognize that at the present state of the practice shot reclamation is not routine from

wooded or rocky areas, irregular terrain, steep slopes, water bodies, persistently damp areas, etc. At present, shot reclamation from such areas may require innovative procedures or technologies whose effectiveness, reliability, cost, practicality, unintended consequences, and other important characteristics may not yet have been proven in common practice. Reclamation plans, schedules, and budgets must recognize these realities. Consider the possibility of "pilot-scale" demonstration projects to evaluate technologies for shot reclamation from such areas as may be appropriate. When reclamation is undertaken, shot should be reclaimed from the shotfall area to the maximum extent practical using state-of-the-practice technology. This may include the possibility that no shot reclamation is practical from some part(s) of the shotfall area at the state-of-the-practice at the time reclamation is being considered. In light of the above, consider clearing, removing surface boulders, and grading the shotfall area to facilitate shot reclamation. If feasible, this should include the entire shotfall area, with emphasis on the portion approximately 125 to 200 yards from the shooters where most shot tends to accumulate. Such improvements could be conducted incrementally consistent with budget and other considerations.

Step 4: When sufficient lead has accumulated on the rifle/pistol ranges or the shotfall area of the Trap Range to warrant reclamation and recycling consistent with EPA (2005) guidance and considering the discussion in Appendix A, contract with a company identified in Step 2 to conduct these activities, schedule them, and record their completion consistent with all permits and other regulatory considerations per Step 1. RRSC should select a well-qualified contractor to reclaim and recycle lead under a workplan approved by RRSC. Trained reclamation personnel should conduct all work consistent with the Occupational Safety and Health Administration (OSHA), EPA, State, and other applicable requirements. The contractor should provide RRSC with a report of actions completed, any permits obtained, documentation of compliance, manifests/bills of lading demonstrating the reclaimed lead was delivered to a licensed recycling facility, and recycling certificates.

Step 5: Re-grade as appropriate the area from which shot is reclaimed, reface backstops, re-grade range floors, and re-establish vegetative ground cover as appropriate after reclamation consistent with other BMPs. See BMPs 9 and 13 for considerations in selecting vegetation.

Step 6: Remain current on developing technologies and operation and maintenance activities that might allow future increase in the size of the area from which shot can be reclaimed or the efficiency of shot reclamation. Consider such possibilities as clearing, grading, filling, culverting, and related activities in the shotfall area or appropriate portions of it, as well as new technologies. Periodically consult with one or more lead

reclamation companies (Step 2) as part of an effort to remain current on optimizing shot reclamation on the shotgun venues and bullet reclamation on the rifle and pistol ranges.

Goal 3 Reuse, recycle, or dispose empty cartridge cases, shotgun hulls, and clay targets

Beyond the environmental and economic benefits of reusing or recycling to the optimum extent, there is precedent for viewing empty cartridge cases found off range property as both litter and trespass. Appropriate maintenance minimizes possible concern about these materials, lead particles that might be associated with them, and substances that might have some slight potential to leach from them, as well as the possibility of these materials leaving the property. Even if allegations of leaching, litter, or trespass are not raised, cartridge cases are easily visible and can draw attention to the possibility of shooting-associated materials moving off range property. This can focus environmental attention on the range that it would otherwise not receive, which is an important reason to manage these materials.

BMP 5: Reuse, recycle, or dispose empty cartridge cases and shotgun hulls as part of ongoing operation and maintenance of the ranges as warranted, consistent with EPA (2005) guidance and other applicable Federal, State, and other environmental regulations and guidance. Among the benefits of collecting and managing these materials is that doing so helps minimize the accumulation of empty cartridge cases and shotgun hulls at the shooting positions where they might interfere with maintenance or cause a small but potentially serious safety risk of shooters tripping, slipping, or falling.

REUSE or RECYCLE (Steps 1 - 4)

Step 1: Determine the practicality, cost-effectiveness, benefits, and limitations of the following for RRSC, recognizing the potential for human exposure to lead that might be associated with the cases or hulls, or with dust generated during collection:

- Reusing empty cartridge cases or shotgun hulls collected by:
    - encouraging shooters to pick up empty cases or hulls for personal reuse or put them in appropriate containers for reuse by RRSC
    - range personnel collecting empty cases for placement in appropriate containers using specially designed commercial equipment such as, for example:
        - Ammo-Up, www.ammoupusa.com
        - Brass Wizard, www.uniquetek.com
        - other methods as may seem appropriate

      Keep in mind that the method of collecting cases and hulls must be reliable and efficient on the ground surface near the shooting positions where they accumulate, which may be irregular and loose. When evaluating collection options for these materials, consider whether the collection process may create a potential for human exposure to shooting-generated constituents such as microparticulate lead that might be associated with them, or with dust generated in the collection process.
- Recycling empty cartridge cases or shotgun hulls for their brass, steel, other metal, or plastic content, consistent with applicable recycling requirements.

Step 2: Select process(es) for collecting empty cartridge cases and shotgun hulls to be reused or recycled if practical for RRSC or to be disposed. Test possible collection processes for the factors identified in Step 1 and select those most suitable for RRSC. Possible collection methods include range personnel collecting empty cases and hulls or putting them in appropriate containers using specially designed commercial equipment such as (for example and without recommendation):

- Ammo-Up (www.ammoupusa.com)
- Brass Wizard (www.uniquetek.com)
- collection of steel cartridge cases using rolling magnetic scavengers designed to pick up steel scrap from factory floors
- other methods as may be appropriate

Keep in mind that the method of collecting cases and hulls must be reliable and efficient on the ground surface near the shooting positions where they accumulate, which may be irregular and loose. When evaluating collection options for cartridge cases and hulls, consider the possibility that microparticulate lead that might be associated with them and generation of dust in the collection process.

Step 3: If reuse or recycling empty cartridge cases or hulls is practical for RRSC, collect them as frequently as warranted based on accumulation, environmental implications, appearance, cost, and other relevant considerations. Take appropriate care to minimize excessive dust during collection. While awaiting advantageous circumstances for reuse or recycling, cartridge cases and hulls may be staged under shelter in watertight containers (e.g., steel drums with lids) labelled “Recyclable Material”.

Step 4: As soon as circumstances warrant, reuse or recycle empty cases and hulls. When they are transported to their intended destination, obtain bills of lading, certificates of recycling, names/locations of recycling facilities, etc. that demonstrate delivery consistent with Federal and State requirements. Maintain full documentation of reuse or recycling activities.

DISPOSAL (Steps 5 - 8)

Step 5: If reuse or recycling of empty cartridge cases or shotgun hulls (Steps 1-4) is impractical at RRSC, they must be disposed. Select a reputable company experienced in managing solid and hazardous waste. Work with that company to develop “profiles” of empty cartridge cases or shotgun hulls.

Step 6: Based on the profiles, have the selected company develop disposal plans for cartridge cases and/or shotgun hulls considering environmental factors, practicality, cost-effectiveness, benefits, and limitations consistent with applicable regulatory requirements, including staging on site, appropriate containers, efficient handling, any additional testing that may be warranted, etc. *If the profile indicates empty cartridge cases or shotgun hulls may exceed applicable waste management thresholds, obtain the services of legal counsel to consider U.S. and State waste management and recycling laws, regulations, policies, and procedures and guide further sampling, testing, and*

management of the material(s). Modify the following steps as appropriate as part of this consultation.

Step 7: Collect empty cartridge cases and/or shotgun hulls (Step 2) as part of ongoing operation and maintenance as frequently as warranted consistent with the Step 6 disposal plans(s) based on accumulation, environmental implications, appearance, cost, and other relevant considerations. Determine whether it may be cost-effective to collect cases concurrently with reclamation of bullets or shot (BMP 4) so that multiple activities are conducted during one interruption of shooting. To the extent practical, limit generation of excessive dust during collection. If specified in the Step 6 disposal plans, cartridge cases and/or shotgun hulls may be temporarily staged on site in preparation for disposal. *However, recognize that long-term stockpiling of these materials or relocating them on-site without off-site disposal may constitute violation of waste management regulations; consult with the selected waste management company*.

Step 8: When warranted, implement the Step 6 disposal plan for empty cartridge cases and/or shotgun hulls. Obtain documentation (e.g., receipts, waste manifests, bills of lading) demonstrating proper handling, transportation, and delivery of the material(s) to a licensed waste disposal facility consistent with Federal and State requirements. Maintain full documentation of collection and disposal activities.

BMP 6: Determine whether asphalt pitch targets or biodegradable targets are best suited for RRSC, considering the implications of the polycyclic aromatic hydrocarbons (PAH) in pitch targets and the acidity of biodegradable target deposits. Dispose accumulations of the selected targets as part of ongoing operation and maintenance of the Trap Range and Sporting Clays Course as warranted, consistent with applicable Federal, State, and other environmental regulations. Among the benefits of collecting and managing target material is that doing so helps maintain a well-kept, aesthetically pleasing appearance on clay target venues, and reduces the possibility of target fragments washing onto adjoining property and calling attention to the range.

Step 1: Identify a reputable company licensed to manage solid and hazardous waste. Work with that company to develop "profiles" of accumulations of asphalt pitch target material and biodegradable target material based on TCLP (Toxicity Characteristic Leaching Procedure) analysis and other appropriate analyses of one or more composite samples of each type of target material. If possible, these samples should be collected from several locations on the RRSC Trap Range and Sporting Clays Course. The profile of target material, whether pitch or biodegradable, must consider that lead shot may be intermingled with the target material. *If the profiles indicate accumulations of either type of target material and intermingled lead shot may exceed applicable regulatory thresholds, obtain the services of counsel experienced in U.S. and State waste management and recycling laws, regulations, policies, and procedures to guide further sampling, testing, and management of targets.*

Step 2: Based on the profiles, have the waste management company develop plans for disposing asphalt pitch target fragments and/or an analogous plan for biodegradable target remains considering environmental factors, practicality, cost-effectiveness,

benefits, and limitations consistent with applicable requirements, including storage on site, appropriate containers, efficient handling, any additional testing that may be warranted, etc.

Step 3: Identify likely methods of collecting asphalt pitch and/or biodegradable target remains, and consider testing various methods as necessary to determine the optimum method for each material at RRSC. Consider scraping or excavating with conventional earthmoving or lawn maintenance equipment, vacuuming, raking, and other possible methods. Collection methods may differ for asphalt pitch target fragments and biodegradable target remains. Keep in mind that the collection method must be reliable and efficient on the terrain and vegetation where targets accumulate. When evaluating collection options, consider the potential for human exposure to constituents such as polycyclic aromatic hydrocarbons (PAH) associated with asphalt pitch targets and the acidic nature of biodegradable target remains, as well as dust generated in the collection process.

Step 4: As frequently as warranted consistent with the Step 2 plan(s) based on accumulation, appearance, cost, and other relevant considerations, collect asphalt pitch target fragments and/or biodegradable target remains as part of ongoing operation and maintenance. *Recognize that relocating target remains or piling them up on site without off-site disposal may constitute violation of waste management regulations*. Determine whether it may be cost-effective to collect targets concurrently with reclamation of shot (BMP 4) so that multiple activities are conducted during one interruption of shooting. Take appropriate care to limit human exposure and excessive dust during collection.

Step 5: When warranted, have the waste management company implement the Step 2 plan to recycle or dispose of asphalt pitch target fragments and/or biodegradable target remains. If target fragments and target remains are managed differently under the Step 2 plans, it may be appropriate to manage these materials on different schedules. If target materials are recycled or disposed, have the company provide documentation (e.g., receipts, manifests, bills of lading) demonstrating proper handling, storage, transportation, and delivery of the materials to a licensed recycling or waste disposal company consistent with Federal and State requirements. Document and record collection and reuse, recycling, or disposal activities.

Step 6: After collecting target fragments, re-establish vegetative cover as appropriate to limit soil erosion. Considerations regarding appropriate vegetation related to BMPs 9 and 13 may be helpful.

Step 7: Remain informed about developments of alternative target formulations and their environmental implications, management requirements, shooter acceptance, cost-effectiveness, and other relevant considerations.

Step 8: If warranted, plan, schedule, and implement a switch to an alternative target formulation after collecting and managing target remains consistent with Steps 1- 7.

Goal 4: Provide environmentally sound management of shooting venues

Prudent range operation and maintenance warrant appropriate BMPs to compliment the site characteristics discussed in Sections 2.1 and 2.2 and help minimize potential chemical and physical mobility of particulate and dissolved lead and other metals that may weather from bullets or shot, perhaps including steel shot.

Lead at shooting ranges is not volatile, and potential exposure to micro-particulate lead released from the muzzle when shots are fired is very low on outdoor ranges due to the wind and air circulation. However, there is at least a potential that exposure to lead on outdoor ranges could occur through inhalation of dust containing lead. In light of the nature of most outdoor range operation and maintenance activities, this potential is generally low for shooters, observers, people off the range, etc. The potential for exposure to lead by range operation and maintenance workers is addressed in BMP 10 and for shooters, observers, people off the range, etc. is addressed in BMP 11.

BMP 7: Periodically measure the soil pH on the ranges. If warranted, take steps toward maintaining the soil pH between 6.5 and 8.5, which is the soil pH recommended at shooting ranges by EPA (2005) and NSSF (1997) to minimize the potential for metals to enter surface water or groundwater in dissolved form.

> **Step 1:** Periodically measure the pH of soil on the rifle/pistol range backstops and range floors and throughout the shotfall area consistent with the guidance in Appendix C. For purposes of this ESP, it is appropriate to measure, and manage as appropriate, the pH of surficial soil (i.e., approximately the top 4 to perhaps 6 inches of soil). On shotfall areas and range floors this depth contains almost all lead. Soil on a backstop tends to become mixed over time to the depth of bullet penetration, which mixes in any material added to adjust pH. The material added to surficial soil to adjust pH dissolves in water and is carried deeper into the backstop, range floor, and shotfall area soil by infiltrating precipitation. Therefore, measurement (and management if appropriate) of surficial soil pH is usually sufficient because it addresses soil most likely to contain lead due to impact of shot and bullets, fragmentation of bullets from shooting, reincorporation of material from which lead has to be reclaimed, and weathering of bullets and shot.
>
> **Step 2:** Determine whether the typical soil pH is between pH 6.5 and pH 8.5 as recommended by EPA (2005). See Appendix C for guidance on soil pH measurement and management, including the Worksheet 1 spreadsheet for recording and correct averaging of pH data (which are logarithmic and must be averaged as such).
>
> **Step 3:** If the typical soil of any range or shotfall area is within the recommended pH range of 6.5 to 8.5, which Section 2.2 indicates may be the case at RRSC, pH management is not warranted. However, periodic monitoring should be conducted as described in Appendix C and Worksheet 1 to document conditions and identify any change that might warrant pH management.

Step 4: If the typical soil pH is not within the range recommended by EPA (2005), identify the appropriate material, amount, and application rate to raise soil pH into the recommended range in consultation with resources such as those identified below. Agricultural lime is commonly used to raise soil pH (i.e., make soil less acidic), although other materials may be used if indicated by site circumstances.

- Appropriate State agencies
- U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS).
- local college or university agriculture departments
- knowledgeable nurseries or horticulturalists

Step 5: Determine the optimal form(s) and application method(s) for the material to be used to adjust and maintain typical soil pH within the recommended range, determine the necessary steps, and schedule application. Points to consider include:

- Lime contains varying amounts of calcium and magnesium plus other materials. The exact makeup of the liming product and the fineness to which it is ground influence its
    - acid neutralizing capacity
    - the speed with which it will exert its effect
    - cost
- The resistance of soil to pH change, or the soil buffering capacity, is important to estimating the amount of a specific liming product required to bring the soil to the desired pH.
- Soil pH adjustment is not a precise process and precision is neither necessary nor advantageous. The objective is merely that the adjusted long-term average pH of surficial soil remains between pH 6.5 and 8.5 (EPA 2005, NSSF 1997). Additional applications can be made until the objective is achieved and subsequently maintained. This process can be refined as site-specific experience is gained through implementation.
- Avoid application of excess lime because reversal of effects is difficult. Under most conditions it is good to apply the estimated amount and monitor soil pH approximately semi-annually for 1 to 2 years before deciding whether another lime application is appropriate, and if so, how much.
- Lime has low solubility and exerts its effect slowly. It is usually most effective to adjust soil pH with fine powered or pelletized lime, and switch to coarser lime for maintenance after the desired soil pH is approached. Maximum granular size should not exceed ¼ inch on rifle/pistol venues to avoid possible interference with lead reclamation.
- Standard agricultural or turf management equipment may be useful for lime application where terrain and vegetation allow.
- Where practical, working lime into surficial soil increases the speed with which it affects soil likely to contain the most lead, and minimizes potential loss by erosion. On rifle/pistol range floors, most lead tends to be in the surficial few inches of soil and working lime to this depth is sufficient unless site characteristics indicate otherwise. Bullets penetrate deeper into backstops and it is

generally appropriate to work lime approximately a foot into the faces of backstops, recognizing that precipitation and bullet penetration will gradually carry it deeper.

Step 6: Establish a routine monitoring and management program to measure soil pH and maintain records of soil pH measurement and results to document that typical soil pH remains between 6.5 and 8.5, and to determine when it may again be necessary to bring surficial soil pH back within the recommended range.

Step 7: If biodegradable targets are selected in BMP 6 for use at RRSC, accumulations of biodegradable target remains should be managed as described in BMP 7 Steps 1 - 4 to maintain acceptable pH in the accumulations. Management of biodegradable target remains (see Step 5) is likely to require more frequent monitoring and more frequent application of larger amounts of material used to adjust pH than necessary for soil.

BMP 8: As warranted and to the extent practical consistent with site topography, soil types, vegetation, other site characteristics, applicable State and local stormwater management regulations, and permitting considerations, install and maintain structures to limit:

- the amount of runoff from upslope that enters areas where lead may be present
- the potential for surface runoff and soil erosion to carry particles off the property
- standing water in areas where lead may be present, helping to minimize the time water is in contact with lead and thereby reducing the potential dissolution of lead

Step 1: Consult with counsel and an environmental scientist or engineer with detailed knowledge of State and local stormwater regulations, their interpretation and application, and their implications on practical implementation and compliance. With their guidance activities of this BMP can be designed, constructed, operated, and maintained consistent with the regulations to accomplish BMP purposes without excessive stormwater permitting requirements.

Step 2: Observe the terrain on and upslope of the shotfall areas and the rifle/pistol ranges to identify topographical lows along which runoff moves onto and across areas that may contain lead. Identify topographical lows and runoff movement after an extended wet period. Both grading and constructing berms and swales across these lows upslope of areas that may contain lead can help divert runoff from lead. Detention basins and/or small check dams constructed and maintained in these lows on the shotfall area will help retain lead particles, target fragments, and soil. Detention basins should be constructed adjacent to rifle/pistol ranges in places where surface water runs off range floors, but not directly on the range floors.

Step 3: Determine the appropriate locations and sizes for berms/swales and detention basins to be constructed in these topographical lows. Small check dams appropriately spaced and maintained would prevent lead-laden sediment from migrating to other portions of the facility. For detention basins to operate effectively for sedimentation, their

size will be determined by the volume of runoff each basin must accommodate. In general:

- Berms and swales that divert runoff from upslope around areas with lead reduce the volumes of water and sediment that detention basins (on or relatively short distances downgradient of these areas) need to accommodate.
- The nearer detention basins are to lead deposits, the more effectively they are likely to capture lead particles.
- It is important that detention basins are located, sized, and designed to detain runoff long enough to optimize settling of small particles during high runoff.
- Optimized settling is often easier to achieve with small detention basins or check dams on multiple small runoff pathways than with fewer larger basins on larger drainages that carry relatively larger flows, particularly on steeper slopes.
- Wherever riprap is called for, the use of limestone will help neutralize acidic water and thus reduce the tendency for lead dissolution.

Step 4: Design and construct berms, swales, check dams and detention basins sized to function effectively as settling areas, but retain standing water for a sufficiently short time after precipitation ceases that they do not take on the appearance or classification of wetlands.

Step 5: After grading and constructing berms, swales, check dams and detention areas, re-establish and maintain vegetative ground cover as appropriate consistent with other BMPs. Guidance on ground cover vegetation in BMPs 9 and 13 may be helpful.

Step 6: Maintain the effectiveness of the drainage swales, check dams and detention basins as necessary. If not properly maintained, these structures will lose their effectiveness in retaining particles as they fill with accumulated soil, which will need to be removed periodically. If the detention basins do not gradually fill with settled material, they are being flushed by unusually high runoff flow, or they are not positioned, sized, and/or designed properly to accomplish their intended purpose. Material removed from the detention basins and drainage swales for operation and maintenance is likely to contain some lead particles, and consistent with EPA (2005) guidance can be:

- replaced on the shotfall area, backstops, and/or range floors from which it originated and where it will be included in management activities and the next reclaiming and recycling operation
  or
- disposed off-site, with appropriate testing and handling, as solid waste or hazardous waste. Consult with the waste management company identified in BMPs 5 and 6 to determine the optimum management for RRSC of the material removed from settling areas

BMP 9: To the extent practical, considering climate, topography, soil type, etc., maintain ground cover vegetation on the shotfall areas and the rifle/pistol backstops, side berms, and range floors. This will help reduce the potential for shooting-associated materials to be carried away by surface runoff.

Step 1: Determine appropriate extent and types of ground cover vegetation to be maintained on different portions of the shotfall areas and the rifle/pistol ranges. Consult with knowledgeable nurseries or horticulturalists, local college or university horticulture departments, or other reliable sources. Consider possible vegetation in relation to method, speed, and reliability of establishment, ability to hold soil, ability to slow sheet flow of runoff, fertilizer requirements, sunlight requirements, drought tolerance, mowing needs, etc. consistent with the objectives of this and other BMPs. Different types of ground cover vegetation may be appropriate for various areas.

Step 2: Determine optimal methods and schedule for establishing vegetation of the desired types in various areas.

Step 3: Implement the selected methods to shift the vegetation types.

Step 4: Implement appropriate operation and maintenance activities to maintain the desired vegetation on the shotfall areas and the rifle/pistol ranges.

BMP 10: Conduct an Initial Determination for lead exposure in accordance with the Federal Occupational Safety and Health Administration (OSHA) regulations in the Code of Federal Regulations Volume 29, Section 1910.1025. (29CFR1910.1025 (d)(2)). The purpose is to determine whether workers[2] (which may include volunteers) on any shooting venue are being exposed to lead at or in excess of the action level. The range workers whose typical workday activities make them likely to be the most highly exposed to lead should be evaluated. These are usually either Range Officers, who are typically present on a range for extended periods of time, or range operation and maintenance personnel, especially those involved in mowing or maintaining vegetation. Even though lead at ranges is not volatile, lead inhalation could potentially occur through inhalation of micro-particulate lead released from the muzzle of firearms from primer compounds and barrel friction, dust and microparticulate lead disturbed by operation and maintenance activities, and related sources. This is addressed in BMP 11, as is the possibility of exposure to lead on the firing line.

Step 1: Contract with a safety and health specialist (i.e., a certified industrial hygienist [CIH] or other qualified professional) experienced specifically in lead exposure at shooting ranges to assist in implementing this BMP.

Step 2: Evaluate job descriptions and work activities with the safety and health specialist to identify the range worker (including volunteer) activities most likely to result in

[2] OSHA regulations do not apply to everyone at the range, only to "workers", which may include anyone receiving any sort of compensation, supervision, or work instruction, and thus may include volunteer workers. However, if a range is a corporation with one or more workers, all corporation officers and workers are covered by OSHA (29 CFR 1975.4). In many situations lead overexposure becomes an issue for a range when someone is becomes ill or is otherwise discovered to have elevated lead many years after association with the range but considers activities at the range to be a possible contributor. Even in cases where OSHA regulations may not apply, the National Rifle Association (NRA 2012) suggests using OSHA regulations as guidelines to optimize safe range operation and protect both range personnel and management.

exposure to lead on each shooting venue. For an OSHA Initial Determination, if the worker(s) most likely exposed to lead does not exceed the action level, it can be assumed that other workers do not exceed the action level.

Step 3: With the safety and health specialist, evaluate these activities as conducted during typical work shifts to identify those most likely to contribute to overexposure to lead. Initiate appropriate permanent modifications to those activities, or to worker assignments or schedules (e.g. administrative and work practice controls) to reduce potential lead overexposure of workers before conducting the Initial Determination.

Step 4: Have the safety and health specialist conduct personal air sampling according to OSHA protocol on those considered to be the most highly exposed worker(s) on each shooting venue throughout an entire workday of typical activities (i.e., not including infrequent activities with either unusually high or unusually low potential for lead exposure). At the end of the sampling period, have the samples analyzed by a qualified laboratory to determine inhaled lead. It is best to sample throughout an entire workday rather than to sample a portion of the day and extrapolate the results to 8 hours.

Step 5: Have the safety and health specialist evaluate the data in relation to relevant OSHA requirements.

> **Step 5a:** If test results show the most highly exposed worker(s) does not exceed the OSHA action level, no additional testing would be required. Re-evaluation would be necessary if there were a change in conditions or activities in the future and if the range operator believes those changes would result in increased exposure to lead. However, overall lead exposure should be considered. The required Initial Determination will not determine whether workers are being exposed to lead due to ingestion. A qualified safety and health specialist experienced in shooting range operation will assist in determining which activities may result in overexposure to lead by means other than inhalation.
>
> **Step 5b:** If test results reveal the most highly exposed worker(s) exceeds the OSHA action level, operation and maintenance activities should be modified under the direction of the safety and health specialist in accordance with applicable OSHA regulations. Such modifications may include, for example and without limitation, further air sampling, blood testing, worker notification, and recordkeeping. Other workers may need to be evaluated.

Step 6: If warranted, identify, evaluate, select, schedule, and implement range operation and maintenance steps to reduce lead exposure.

Step 7: Maintain records of the Initial Determination in accordance with OSHA requirements. The safety and health specialist that conducts the Initial Determination can provide these records.

Step 8. Periodically re-evaluate job descriptions and work activities to remain current on identification of the most highly exposed worker(s) and guard against increased inhalation of lead.

BMP 11: Consider determining the potential of lead overexposure for shooters, Club members, range visitors, and perhaps neighbors close to ranges, and managing such potential(s) as appropriate consistent with applicable regulations.

Step 1: Consider contracting with the safety and health specialist identified in BMP 10 Step 1 to assist in implementing this BMP.

Step 2: Inform Range Officers[3] and shooters that there is at least the possibility of overexposure to lead through various routes, including:

- lead inhalation, even though lead at ranges is not volatile, through inhalation of micro-particulate lead released from the muzzle when shots are fired
- inhalation of lead-containing dust suspended by wind, shooter activity, or range construction, operation, or maintenance activities
- lead dust on shooters' shoes and clothes being carried into and accumulating in range buildings and shooters' vehicles and homes; either of which could create a possibility of secondary exposure by range visitors or shooters and their families
- lead on shooting benches being ingested by shooters through uninformed hygiene (e.g., eating or smoking at shooting benches, or without first washing their hands)

Step 3: Inform Range Officers and shooters of possible ways to reduce potential lead overexposure identified in Step 1, including for example and without limitation such things as:

- Not smoking or eating at shooting benches
- Washing hands promptly
    - after leaving the firing line
    - before smoking or eating
- Changing shoes and clothes promptly after leaving the firing line
- Washing clothes worn at the range promptly after each range visit
- Wearing their range shoes only on the firing line
- Use of 'tacky pads' and 'D-lead' wipes where appropriate

Step 4: Institute education measures to remind Range Officers and shooters of the information from Steps 1 and 2, considering such things as:

- Signs and posters on shooting pavilions, eating areas, restrooms, and other appropriate locations
- Articles in club newsletters
- Consider having members take an on-line 'lead awareness' class.
- Other means as may be appropriate

[3] In cases where OSHA regulations apply, 29 CFR 1910.1025(i)(1) may require training rather than merely informing.

Step 5: Institute range operations and maintenance measures to limit potential shooter overexposure to lead, including for example and without limitation such things as:

- Maintain vegetative ground cover as appropriate on the shotfall area and the rifle/pistol ranges consistent with other BMPs, which will help to minimize airborne dust
- Routinely clean shooting benches, paved walkways on ranges, firing lines, and shotgun venues, etc. with products designed for this purpose (e.g., Esca Tech, Inc.)
- Consider providing materials to encourage shooters' hygiene, such as:
    - hand wipes designed to remove lead close to firing lines and on shotgun venues
    - floor mats near firing lines and shotgun shooting positions or entrances to buildings to help remove dust and mud from shoes, especially mats designed specifically for this purpose

BMP 12: Remain current on advances in shot and bullets made of materials other than lead, and evaluate requiring their use as warranted. Initiating requirement for exclusive use of "non-toxic" shot or bullets would greatly reduce future environmental concerns, liabilities, and management needs, although existing accumulations of lead would continue to require management per these BMPs. If environmental concerns were to be raised about shooting at RRSC, use of "non-toxic" shot or bullets would likely be regarded as a positive step by regulatory authorities.

Step 1: Periodically investigate and remain current on issues related to requiring use of shot or bullets of materials other than lead and advances in such ammunition relative to use at RRSC.

Step 2: If ever warranted by sound environmental, training, and other considerations, institute requirement for use of shot or bullets of material(s) other than lead concurrent with use of lead, or exclusive use of shot or bullets of material(s) other than lead at RRSC.

Goal 5: Discourage ingestion of lead by birds and wildlife

In general, shot is not attractive to wildlife other than seed-eating birds, and the frequency and consequences of incidental shot ingestion tend to be minimal. Seed-eating birds may possibly ingest shot incidentally, either as grit for the gizzard or mistaking it for seed if they feed in shotfall areas. As seeds are crushed in the gizzard as part of the digestive process, lead shot in the gizzard can be abraded and the minute lead particles dissolved in the stomach acid, which can result in lead poisoning. Although this phenomenon was first widely recognized in waterfowl, it has the potential to occur in any bird with a gizzard. Prudent management warrants minimizing the potential for incidental ingestion of lead particles by seed-eating birds at RRSC. Except perhaps in unusual circumstances, bird and wildlife ingestion of bullets or inhalation of lead dust have not been identified as major concerns.

BMP 13: Maintain conditions not attractive to seed-eating birds *on* shotfall areas, and attractive to seed-eating birds *outside* the shotfall areas. It is possible that seed-eating birds may incidentally ingest shot if they feed where lead shot is present. Feeding of seed-eating birds tends to be least in densely wooded areas with little seed-producing grasses, weeds, brush, and other such vegetation. Seed-eating birds also tend to feed less where grass is thick with few bare spots and is maintained tall enough to conceal predators yet is not allowed to develop seeds that might be attractive as food (e.g., resembling a lawn mowed high only a few times a year). Such areas tend not to be attractive to seed-eating birds for feeding, and thereby reduce the potential for them to incidentally ingest shot. Recognize that "attractive" is a relative term in this context, and that occasionally some birds will feed to some extent even in "unattractive" areas. The intent of this BMP is to reduce from a long-term perspective the number of birds feeding in the presence of shot, and the frequency and duration with which they do so.

Step 1: Identify seed-eating birds that typically frequent the RRSC ranges in different seasons, and appropriate types of vegetation to:

- reduce the attractiveness of the shotfall areas
- increase the attractiveness of areas where lead is not present. Consider method, speed, and reliability of establishment, ability to hold soil, ability to slow sheet flow of runoff, fertilizer requirements, drought tolerance, and other operation and maintenance requirements consistent with conditions in the shotfall area and the objectives of other BMPs. Different types of vegetation may be appropriate for various portions of the different areas.

Step 2: Select areas where lead is not present for enhancement of attractiveness to seed-eating birds.

Step 3: Determine optimal methods and schedule for establishing and maintaining the desired types of vegetation in various areas.

Step 4: Implement the selected methods to establish the desired types of vegetation in various areas in coordination with other BMPs.

Step 5: Implement appropriate operation and maintenance activities to maintain the desired vegetation.

Goal 6: Anticipate the possibility of future change in use of the property

RRSC intends to operate a modern shooting venue on this site for many years. Ongoing success will depend on a multitude of factors, a few of which include changes in the local community, sound business practices, and operation and maintenance consistent with an up-to-date ESP based on environmental science and engineering, laws, and regulations. Because many of the components of ongoing success are subject to change in ways that can be foreseen only in the most general terms, it behooves RRSC to recognize in its comprehensive long-term planning that at some unknown future time cessation of shooting on the property may warrant consideration. From an environmental perspective, the ongoing operation and maintenance practices of the

evolving ESP (see BMP 15) will also be helpful if RRSC considers cessation of shooting on the property. To further prepare for this potentiality, RRSC should consider the following.

BMP 14: With the assistance of counsel familiar with State land use laws and regulations, maintain an awareness of the requirements and procedures of State laws and regulations that, at some unknown future time, may apply if RRSC decides to cease shooting on one or more ranges, thereby changing the land use.

> **Step 1:** Identify the current State and local requirements and procedures applicable to closing an outdoor shooting range and changing the land use. While current State and local requirements and procedures will almost certainly evolve before RRSC may consider closing ranges, they likely provide the best available present indication of future requirements and procedures.
>
> **Step 2:** Develop a general familiarity with the current process of closing an outdoor shooting range and changing the land use, and remain current with major changes in the requirements and procedures.
>
> **Step 3:** Outline the major procedural, administrative, and operational steps involved in closure and change of land use.
>
> **Step 4:** Develop and maintain an up-to-date general approximation of the major activities and costs likely to be involved in closure and change of land use. Keeping the outline of procedures and costs up-to-date as appropriate will provide a realistic overview of what will likely required as the business realities of the possibility of closing a range draw nearer.
>
> **Step 5:** Establish an ongoing program of setting aside and accumulating funds for closing the range(s) and changing the land use if this should become appropriate. Incorporate this plan into the RRSC Business Plan.

Goal 7: Maintain these BMPs as an up-to-date "living" document

The initial ESP was developed pro-actively on the initiative of RRSC with the expectation that it would be reviewed and revised as appropriate based on implementation experience and evolving conditions and circumstances. Implementation experience, advancing technology, revised regulations, and other changing conditions may identify better operation and maintenance steps for implementing BMPs, or other activities that may be appropriate. RRSC should modify and update this ESP as appropriate to remain current with the state-of-the-practice of environmental operation and maintenance of outdoor shooting ranges.

BMP 15: RRSC management will annually review ESP implementation and adopt updates and revisions that may include modifications to optimize overall efficiency and effectiveness of operation and maintenance procedures.

Step 1: RRSC management will maintain overall responsibility for implementation of the ESP, and will establish a schedule for implementation for each BMP and assign implementation responsibility to appropriate individuals (see Appendices D and E for examples).

Step 2: At least annually evaluate and revise the ESP as appropriate by considering and addressing relevant issues, including but not limited to such things as:

- which steps of the BMPs were fully achieved, partially achieved, not achieved, and not yet addressed
- lessons learned through implementation experience with the BMPs, including topics that may require improvement
- which steps can be combined or conducted with better efficiency and effect
- what steps (if any) are no longer appropriate
- what steps (if any) should be added
- changes that have occurred in the construction and operation of the ranges, government regulations, new environmental considerations, etc. that may warrant revisions to the ESP
- advances in science and technology (including bullet materials) that can be practically and advantageously implemented
- any other issues appropriate to be considered for the improvement and implementation of the ESP

Step 3: Prepare updated ESP guidance for the coming year, including formal acceptance by RRSC management for implementation.

BMP 16: RRSC management will maintain records of ESP activities. This will serve as the basis for completion of BMP 15 and may be useful if legal or regulatory issues related to the ESP arise.

Step 1: RRSC management, in consultation with counsel, will develop processes and criteria for identifying material and information necessary to describe and document plans, responsibilities, schedules, activities, accomplishments, expenditures, reasons for revisions, and other information relevant to the ESP and its implementation.

Step 2: RRSC management will develop and implement a plan for collecting, organizing, and maintaining the material and information identified in Step 1, including long-term security of these archives. See Section 5 and Appendix F.

4.0 SCHEDULE AND RESPONSIBILITES

This document is consistent with, and constitutes RRSC's site-specific plan for implementing, the environmental management guidance of EPA (2005), NSSF (1997), and NRA (2012) at the RRSC shooting venues described above. Section 1 presents environmental goals to be achieved in implementing the EPA guidance. Section 2 describes the shooting venues, activities, and materials, and present environmental site conditions relevant to the goals in the context of these venues, activities, and materials. Section 3 presents specific best management practices to achieve the goals under the specific site conditions. Implementation of this ESP by RRSC in its management, operations, and maintenance will demonstrate good-faith pro-active efforts to protect the environment consistent with applicable guidance.

The schedule (Appendix D) and responsibilities (Appendix E) for BMP implementation were considered appropriate at the time of development of the ESP.

5.0 MEASURING SUCCESS

It is important not only to implement this ESP but also to determine the success in achieving the objectives and to maintain records documenting the success. These records will provide the basis for updating and refining the ESP as discussed in BMP 13, and will be useful if RRSC ever finds it desirable to document its environmental stewardship activities.

Appropriate approaches to measuring success will be developed by the RRSC operation and maintenance personnel responsible for implementation of each activity, including detailed procedures as necessary for measuring and documenting success and for determining appropriate refinements. Measurement and documentation approaches may include such things as:

- records such as designs, requests for bids, invoices, checks, receipts, dated before-and-after photographs, etc.
- records that demonstrate the need and the completion of specific BMPs (e.g., pH monitoring records)
- records of vegetation management
- records of the factors considered in making decisions
- descriptions of the development of cost estimates, etc.

Appendix F provides some considerations to indicate the types of topics that might be included in recordkeeping. Appendix F does not address all topics on which records should be kept, but provides examples of a few topics to prompt thinking about additional topics on which records should be kept. It is impossible to predict exactly what information on which topic may become important in the future, it is usually better that records include as many topics and as much detail as practical.

6.0 REFERENCES

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APPENDIX A

CONSIDERATIONS FOR LEAD RECLAIMING AND RECYCLING

CONSIDERATIONS FOR LEAD RECLAIMING AND RECYCLING

Reclaiming and recycling lead from shooting ranges has multiple benefits, important among which are:

- Environmental benefits associated with minimizing the quantity of lead that could interact with the environment as described in these BMPs
- Safety benefits associated with minimizing the possibility of ricochets off previously fired bullets
- Regulatory benefits associated with avoiding "waste" as discussed below, and with managing lead consistent with the EPA (2005) guidance on appropriate implementation of this agency's own regulations as they apply to outdoor shooting ranges
- Public perception benefits associated with recycling and with pro-active implementation of the EPA (2005) guidance
- Financial benefits associated with income from recycling, and with minimizing potential liabilities

Ranges are encouraged to reclaim and recycle lead consistent with EPA (2005) guidance, which range personnel should carefully review. In much abbreviated summary, the EPA (2005) guidance is to make it an ongoing part of range operation and maintenance to reclaim and recycle lead (BMP 4) as frequently as can be justified, and between reclamation activities to manage the areas containing lead as appropriate (other BMPs) to minimize physical and chemical mobility of lead and other shooting-associated materials.

In the past, the primary motivation for lead recycling was typically the financial value of the reclaimed lead. However, at present, the overwhelmingly most important reason is that recycling is the cornerstone of the EPA (2005) guidance and is key to minimizing the potential for major legal and financial liabilities that can be associated with inadequate lead management.

The appropriate frequency of lead recycling is determined by the range's need to obtain the combination of benefits summarized above, consistent with ongoing range operations. Because the need to obtain various benefits, environmental conditions, range use, operational circumstances, reclamation technologies, lead market conditions, regulations, and other relevant factors vary over time, the appropriate intervals between lead reclamations:

- are not specified by EPA (2005) or NSSF (1997)
- cannot be specified in this BMP document
- are likely to vary between ranges and even at a single range from time to time

The EPA (2005) guidance is clear that lead recycling should be conducted as part of range maintenance at an appropriate frequency considering range-specific environmental and operational conditions. The EPA (2005) guidance is explicit that the appropriate frequency depends on range-specific environmental conditions, and clearly implies in several places that the appropriate frequency also depends on site-specific operational conditions including cost. Although the primary goal of lead recycling is to minimize potential for adverse environmental

effects, frequency at each range is to be determined in consideration of both environmental and operational factors including cost.

In recycling spent ammunition, environmental benefits are important, and cost is also important. Both considerations are real, legitimate, and incomplete without proper recognition of the other:

- The cost of lead recycling should not become an excuse for delaying the environmental benefits of recycling as frequently as can be justified in light of both environmental and financial, as well as safety, considerations.
- The environmental benefits of lead recycling should not become an excuse for recycling more frequently than can be justified in light of both financial and environmental, as well as safety, considerations.

To over-emphasize either financial or environmental considerations is counterproductive, detrimental, and ultimately unsustainable.

The extent to which the benefits summarized above can be obtained can only be estimated in conjunction with a qualified lead reclamation company. The size of a range, site conditions, and the intensity of its use determine the intervals at which the range should contact qualified lead reclamation companies about possible reclaiming and recycling:

- large/intensely used ranges at approximately 1 to 2-year intervals
- most ranges of moderate size/intensity of use at approximately 3 to 5-year intervals
- small/lightly used ranges at intervals of 5 to 8 years

Experience will soon allow RRSC to adjust the intervals between considerations of recycling as appropriate for its specific conditions. A range may find that under its site-specific conditions recycling shot is warranted at different intervals than recycling bullets.

Recycling shot is routinely practical only from areas not wooded, wet, or too rugged for operation of the necessary equipment. If site conditions allow the necessary equipment to operate where most shot accumulates (generally about 375 to 600 feet from shooters [NSSF 1997]), reclamation at appropriate intervals provides the benefits summarized above. Experience indicates that some shotgun ranges conducive to efficient shot reclamation may expect to receive income in excess of costs from recycling lead shot at appropriate intervals. Although this generalization may be indicative, the only way a range can reliably estimate the appropriate timing of recycling shot is through discussions consistent with BMP 4 with well-qualified lead reclamation companies

The quantity of bullets typically recyclable from primarily recreational rifle/pistol ranges depends on the intensity and type of use among other variables, and cannot reliably be generalized. However, the quantity of bullets recyclable from many such ranges is typically not sufficient to offset the costs of reclaiming, processing, containers, transportation, equipment, labor, insurance, etc. Therefore, experience indicates that recycling bullets from primarily recreational outdoor rifle/pistol ranges, particularly relatively small, lightly used ranges, may produce some financial return but is not likely to pay for itself with income in excess of costs. Although this generalization may be indicative, the only way a range can reliably estimate the finances and appropriate timing of recycling bullets is through discussions consistent with BMP 4 with well-qualified lead reclamation companies.

It is always to the advantage of a range to schedule reclamation and recycling well before the need becomes acute. Therefore, RRSC management should contact candidate reclamation companies when management first considers that the time to reap the benefits identified above may be approaching. It is not unusual for months to elapse between the first contact with a reclamation company and conduct of reclamation activities. Experience will soon allow RRSC to estimate the intervals between reclamation activities as appropriate for its specific conditions.

APPENDIX B

CONSIDERATIONS IN SELECTING A COMPANY TO RECLAIM LEAD

CHECKLIST OF CONSIDERATIONS IN SELECTING A COMPANY TO RECLAIM LEAD

Company				Criteria	Importance
A	B	C	D		
				Company has established operating history of lead reclamation of at least 5 years and references	**Lowers performance risk** - ensures proper contractor business registration and lowers risk of uncompleted or unsatisfactory work
				Company uses state-of-the-art lead recovery and separation equipment	**Increases lead value** – processes produce the cleanest lead possible, maximizing lead value to range
				Company is of substantial size, including multiple crews and equipment	**Ensures project completion** - determines company's ability to handle weather delays, equipment breakdowns, or worker issues allowing for on-schedule completion
				Written health & safety plan, worker training certificates, with track record of OSHA compliance	**Limits potential workers' compensation suits involving range** - ensures workers are properly trained, documented, and protected
				Contract with range has liability indemnification clause	**Protects range owners and/or club** - lawsuits, while unlikely, might arise in conjunction with services provided
				Submittal of company's insurance certificate naming range as additional insured	**Standard contractor submittal** - provides proof of insurance protection, usually desired by range insurance provider; typical for contractors
				$2 million+ minimum General Liability (GL) and Lead Pollution Liability (PL) coverage	**Protects range assets** - GL provides in event of an accident, damage to the facility, or injury; PL covers all potential damages that could result from the mishandling of lead and environmental issues
				$1 million minimum workers' compensation and auto insurance	**Protects range assets** - provides range owners protection from contractor's employees suing range for injuries, short- or long-term disabilities, and against any auto damages or accidents while on site
				Licensed lead recycler with certificate to recycle	**Range protection against fines** - provides required documents to validate proper lead disposal & recycling required by EPA and state agencies
				Knowledge of state and federal lead environmental laws and guidelines recommended by EPA, NRA, and NSSF	**Avoids future environmental issues and fines** - knowledgeable contractors will have training and experience to properly handle the lead in soils, avoiding generating hazardous waste and assisting the club with maintaining best management practices
				Has relationships with several companies that either smelt or recycle lead	**Optimizes return on the recycled lead** while minimizing environmental liabilities
				Documented understanding of range design and usage and their impact on lead reclamation	**Ensures correct equipment/resource allocation** and assistance to owner with effective and efficient project performance

APPENDIX C

GUIDANCE FOR SOIL pH MEASUREMENT AND MANAGEMENT

GUIDANCE FOR SOIL pH MEASUREMENT AND MANAGEMENT

The following procedures are acceptable for measuring and managing the pH of surficial soil at RRSC. Soil pH measurements may be made in the field using a quality soil pH meter available from scientific or horticultural equipment firms (e.g., Kelway Soil Acidity & Moisture Meter, or similar instrument). Where soil pH near 7 may be encountered, the meter must be capable of measuring pH above as well as below this value. Following meter maintenance and operation directions, take a reading at each location every sampling period.

Because natural soil pH fluctuates somewhat over time and responds slowly to pH adjustment efforts, frequent soil pH measurements are usually neither necessary nor advantageous. Begin by monitoring surficial soil pH at intervals of approximately six months. Soil pH measurements should be made when the soil is neither completely desiccated nor saturated with water. If data from the first two monitoring periods indicate:

- Surficial soil pH is within the range recommended by EPA (2005) and NSSF (1997) and therefore adjustments are not warranted, soil pH monitoring may be reduced to intervals of several years to confirm that conditions have not changed.
- Surficial soil pH is not within the range recommended by EPA (2005) and NSSF (1997) and therefore adjustments are warranted, initiate soil pH adjustment efforts as discussed below. Continue monitoring at approximately semi-annual intervals through a series of gradual cycle of adjustments bringing soil pH into the recommended range, natural site conditions offsetting the adjustments, and adjustments having to be repeated. Such cycles of one to several years' duration are characteristic of soil pH adjustment efforts and should be expected.

At each monitoring period, surficial soil pH measurements should be made at the following locations at RRSC:

- Long Range
    - Firing line: 2 or more locations scattered generally parallel to and approximately 10 yards downrange of the firing line
    - Range floor: 2 or more locations scattered near each target line
    - Backstop: 2 or more locations scattered within the bullet impact area, i.e., where the backstop face is disturbed by the impact of bullets

- Short Range
    - Each firing line: 2 or more locations scattered generally parallel to and approximately 10 yards downrange of the firing lines
    - Each range floor: 2 or more locations scattered near the target line
    - Each backstop: 2 or more locations scattered within the bullet impact area

- Target Range
    - Range floor: 2 or more locations scattered parallel to and approximately 10 yards downrange of the firing line
    - Backstop: 2 or more locations scattered within the bullet impact area

- Trap Range
    - One or more locations approximately 50 yards downrange from each field's shooting positions
    - Approximately 4 or more locations scattered throughout the shotfall area, with emphasis on the area of maximum likely shot deposition approximately 375 to 600 feet downrange from the shooting positions (see trap field discussion and drawings in NSSF 1997).

- Sporting Clays Course
    - One location approximately 25 yards downrange from the shooting position on stations 1, 4, 7, 10, and 13
    - Approximately 10 locations scattered throughout the cumulative shotfall areas of the Sporting Clays Course, with emphasis on the area of maximum likely shot deposition approximately 375 to 600 feet downrange from the shooters at the various stations (see sporting clays discussion and drawings in NSSF 1997).

The data will be used not to characterize precise spots but to characterize each range floor and backstop as a whole over time. Therefore, it is not necessary, and perhaps not advisable, to make measurements at the same locations each time; measuring pH at different locations on a range floor or backstop on each sampling date may provide a better representation of each area over time. However, the number of locations sampled on each range floor or backstop should be the same on all sampling dates. If any range floor is found to contain large sub-areas of obviously different soil types (e.g., sandy vs. clayey) or conditions (e.g., well drained vs. poorly drained, deposits of biodegradable target remains), a separate data sub-set of soil pH measurements should be made from each soil type. Data from the first few sampling periods should be examined for indications that soil pH may differ among soil types; if such differences appear to be substantial, it may be worthwhile to maintain data subsets for each major soil type on each range.

Management decisions for each area should not be based on individual pH measurements, but on the average of the pH measurements within the area over at least two sampling periods. Soil pH adjustment is not a precise process. It is appropriate to add the recommended pH-adjusting material (see BMP 7) in the amount recommended to adjust soil pH upward to approximately 7.0 to 7.5 (or downward to approximately 7.5 to 8.0). Recognizing that the objective is that the adjusted long-term average pH of surficial soil remains between pH 6.5 and 8.5 as recommended by EPA (2005) and NSSF (1997), it is not necessary to be precise and additional adjustments can be made incrementally until the objective is achieved and subsequently maintained. This process can be refined as site-specific experience is gained through implementation.

A Microsoft Excel spreadsheet (Worksheet 1) is provided to record soil pH data. Worksheet 1 is set up so that when data are entered it will automatically calculate the correct average pH on that date with no further action from the user. This is important because pH is a logarithmic scale and correct averaging requires taking the anti-log of each pH measurement, averaging those values, and then taking the log of the average; a process this spreadsheet accomplishes with no action

from the user other than entering pH measurements. Worksheet 1 contains instructions for its use (note that the first two columns of the Worksheet contain example "data" that needs to be replaced with actual site data as it is collected). A soil pH data table should be maintained for each backstop, range floor, and cumulative shotfall area, as well as for sub-areas of each (if sub-areas as discussed above are found). The average of the measurements for each cumulative shotfall area or each sub-area on each date should be calculated as the basis for management actions (management actions will be based on the single pH datum recorded on backstops and range floors on each date).

Worksheet 1is provided as a separate file in which new data can be periodically added and automatically incorporated into the calculations, but the Worksheet is an integral component of this Environmental Stewardship Plan and is incorporated herein by reference.

Documentation of all pH sampling and results should be maintained as part of the ESP records (BMP 16).

APPENDIX D

SCHEDULE FOR BMP IMPLEMENTATION

SCHEDULE FOR IMPLEMENTATION OF THE BEST MANAGEMENT PRACTICES

It is important that range management establish a schedule for implementation of the BMPs of this ESP. The following sequence of BMP implementation is considered appropriate at the time of development of the ESP, and may be modified by RRSC management as warranted. Implementation experience or unforeseen circumstances may warrant modifications to the schedule indicated below. The actual implementation of each BMP will be determined by the availability of resources for the required work. The BMPs and steps here refer to their full descriptions in Section 3; activities should be based on the full descriptions in the text rather than these summaries.

BMP	Winter2020	Spring 2021	Summer2021	Autumn2021	Winter2021	Spring 2022	Summer2022	Autumn2020	As Appropriate
BMP 1: Assure shooting materials do not reach property boundary or waters of the Un1ted States									
Step 1	X								
Step 2	X								
Step 3		X							
Step 4			X						
Step 5			X						
Step 6									X
Step 7									X
BMP 2: Confirm rifle/pistol range backstops and side berms/side walls are consistent with NRA guidance									
Step 1			X						
Step 2			X						
Step 3				X					
Step 4				X					
Step 5									X
BMP 3: Provide and instruct shooters on targets, target holders, and target placement									
Step 1			X						
Step 2									X
Step 3			X						
Step 4									X
BMP 4: Contract to recycle shot and bullets									
Step 1				X					
Step 2				X					
Step 3					X				
Step 4									X
Step 5									X

BMP	Winter2020	Spring 2021	Summer2021	Autumn2021	Winter2021	Spring 2022	Summer2022	Autumn2020	As Appropriate
Step 6									X
BMP 5: Reuse, recycle, or dispose cartridge cases and shotgun hulls									
Step 1				X					
Step 2				X					
Step 3					X				
Step 4					X				
Step 5									X
Step 6									X
Step 7									X
Step 8									X
BMP 6: Determine target type best suited to RRSC and recycle or dispose accumulated target material									
Step 1	X								
Step 2		X							
Step 3		X							
Step 4									X
Step 5									X
Step 6									X
Step 7									X
Step 8									X
BMP 7: Monitor soil pH and maintain between 6.5 and 8.5									
Step 1	X								
Step 2	X								
Step 3		X							
Step 4		X							
Step 5									X
Step 6									X
Step 7									X

BMP	Winter2020	Spring 2021	Summer2021	Autumn2021	Winter2021	Spring 2022	Summer2022	Autumn2020	As Appropriate
BMP 8: Limit water in areas where lead may be present									
Step 1		X							
Step 2		X							
Step 3			X						
Step 4				X					
Step 5				X					
Step 6									X
BMP 9: Maintain ground cover vegetation									
Step 1	X								
Step 2	X								
Step 3		X							
Step 4									X
BMP 10: Conduct OSHA Initial Determination									
Step 1			X						
Step 2				X					
Step 3				X					
Step 4				X					
Step 5				X					
Step 6									X
Step 7									X
Step 8									X
BMP 11: Consider managing potential overexposure to lead if warranted									
Step 1			X						
Step 2				X					
Step 3				X					
Step 4					X				
Step 5					X				

BMP	Winter2020	Spring 2021	Summer2021	Autumn2021	Winter2021	Spring 2022	Summer2022	Autumn2020	As Appropriate
BMP 12: Remain current on advances in bullet and shot material(s) other than lead, and evaluate use									
Step 1									X
Step 2									X
BMP 13: Maintain conditions to reduce attractiveness of the shotfall area to seed-eating birds									
Step 1				X					
Step 2				X					
Step 3					X				
Step 4									X
Step 5									X
BMP 14: Maintain awareness of requirements to cease shooting									
Step 1							X		
Step 2								X	X
Step 3								X	
Step 4									X
Step 5									X
BMP 15: Annually review BMP implementation and update as appropriate									
Step 1	X								
Step 2					X				X
Step 3					X				X
BMP 16: Establish procedure to maintain records of ESP activities and implement									
Step 1	X								X
Step 2	X								X

APPENDIX E

RESPONSIBILITY FOR BMP IMPLEMENTATION

RESPONSIBILITY FOR IMPLEMENTATION OF THE BEST MANAGEMENT PRACTICES

The following assignment of responsibilities for implementing the BMPs is considered appropriate at the time of development of the ESP, and may be modified by RRSC management as warranted. Implementation experience or unforeseen circumstances may warrant modifications to the responsibilities indicated below. The BMP numbers here refer to their full descriptions in Section 3.

BMP	Responsible Range Personnel	
	Position	or Individual
BMP 1	RRSC Range Manager	
BMP 2	RRSC Rifle/Pistol Manager	
BMP 3	RRSC Rifle/Pistol Manager	
BMP 4	RRSC Range Manager	
BMP 5	RRSC Range Manager	
BMP 6	RRSC Shotgun Manager	
BMP 7	RRSC Range Manager	
BMP 8	RRSC Range Manager	
BMP 9	RRSC Range Manager	
BMP 10	RRSC Range Manager	
BMP 11	RRSC Range Manager	
BMP 12	RRSC Range Manager	
BMP 13	RRSC Range Manager	
BMP 14	RRSC Range Manager	
BMP 15	RRSC Range Manager	
BMP 16	RRSC Range Manager	

APPENDIX F

CONSIDERATIONS FOR DEVELOPING RECORDKEEPING PROCEDURES

CONSIDERATIONS FOR RECORDS OF MEASURING AND MAINTINING SOIL pH

This list is provided merely for consideration when developing BMP recordkeeping procedures for measuring and maintaining soil pH on backstops and range floor. It is not intended to be either prescriptive or proscriptive in terms of the specific items addressed.

Whatever format is chosen for recordkeeping should provide individual records for each area for each year, consistent with the BMPs. The following types of data should be considered for inclusion. Considerations are not presented in any particular order.

- Dates and amounts of rainfall (useful general context for evaluating the data)
- Soil pH measurement method
    - Analytical laboratory and analytical method

      or
    - Measurement instrument (and calibration data if appropriate - date, results)
- Sample collection data
    - Name of person
    - Sampling date
    - Location of each sample
    - Sample depth
    - Number of soil samples combined to create the sample representative of each area
- Data analysis
    - Key relating sample locations to sample identification numbers provided to laboratory
    - All pH raw data reported by laboratory or recorded from instrument
    - Logarithmic average of the pH values from each area (Worksheet 1)
    - Comparison of most recent data to previous data for each area to identify trends
- Soil pH maintenance
    - Target pH for soil maintenance
    - Material to maintain soil pH (i.e., lime to increase pH, sulfur to reduce pH)
    - Amount of material applied to each area
    - Method of application
    - Date of application
    - Other operation and maintenance data and information relative to soil pH as may prove helpful with experience
- Cost and time for various aspects of implementation
- Other soil pH monitoring data and information as may prove helpful with experience

CONSIDERATIONS FOR RECORDS OF RECYCLING OF CARTRIDGE CASES

This list is provided merely for consideration when developing recordkeeping procedures for recycling of cartridges for the BMPs. It is not intended to be either prescriptive or proscriptive in terms of the specific items addressed.

Whatever format is chosen for recordkeeping should provide individual records for each range for each year, consistent with the BMPs. The following types of data should be considered for inclusion. Considerations are not presented in any particular order.

- Summary of activities prior to reclamation
    - Date and summary of site visit by reclamation vendor
    - Range and vendor personnel participating in site visit
    - Samples collected, documentation requested and provided, issues addressed
    - Contract terms, award date, notice to proceed date
- Daily reports of activities signed by the range's Project Manager
- Approximate intensity of use of each range since previous lead reclamation, for instance:
    - Number of shooters or number of rounds on pistol ranges
    - Number of shooters or number of rounds on rifle ranges
- Reclamation of cartridge cases
    - Date of reclamation initiation and completion
    - Method of reclamation, equipment used, locations/areas reclaimed
    - Quantity of cases reclaimed
    - Company performing reclamation, services agreement (contract, purchase order, etc.)
- Storage on site prior to recycling (if applicable)
    - Storage location
    - Storage containers and labeling
- Lead transportation to recycler
    - Date of transportation
    - Transportation company
    - Bill of Lading
    - Recycling company, location, certifications/licenses
    - Amount of lead delivered to recycler (drum logs, certificates of recycling)
- Some states require submission of a form, letter, or report describing the recycling facility including its name and location, materials it is licensed to recycle, and the materials delivered for recycling.

CONSIDERATIONS FOR RECORDS OF LEAD RECLAIMING AND RECYCLING

This list is provided merely for consideration when developing BMP recordkeeping procedures for reclaiming and recycling lead as part of ongoing operation and maintenance. It is not intended to be either prescriptive or proscriptive in terms of the specific items addressed.

Whatever format is chosen for recordkeeping should provide individual records for each range for each year, consistent with the BMPs. The following types of data should be considered for inclusion. Considerations are not presented in any particular order. Much of the following information should be contractually required from the lead reclamation contractor. The contract should require the contractor to provide a report including such items at the end of the project.

- Summary of activities prior to reclamation
    - Date and summary of site visit by reclamation vendor
    - Range and vendor personnel participating in site visit
    - Samples collected, documentation requested and provided, issues addressed
    - Contract terms, award date, notice to proceed date
- Daily reports of activities signed by the range's Project Manager
- Approximate intensity of use of each range since previous lead reclamation, for instance:
    - Number of shooters or number of rounds on pistol ranges
    - Number of shooters or number of rounds on rifle ranges
    - Number of clay targets used
- Lead reclamation
    - Date of reclamation initiation and completion
    - Method of reclamation, equipment used, locations/areas reclaimed
    - Quantity of lead reclaimed
    - Company performing reclamation, services agreement (contract, purchase order, etc.)
- Lead storage on site prior to recycling (if applicable)
    - Storage location
    - Storage containers and labeling
- Lead transportation to recycler
    - Date of transportation
    - Transportation company
    - Bill of Lading
    - Recycling company, location, certifications/licenses
    - Amount of lead delivered to recycler (drum logs, certificates of recycling)
- Some states require submission of a form, letter, or report describing the recycling facility including its name and location, materials it is licensed to recycle, and the materials delivered for recycling.

IN-SERVICE USE OF FORCE LEARNING OBJECTIVES FOR PEACE OFFICERS AND PART-TIME PEACE OFFICERS

INTRODUCTION

The authority to use deadly force, conferred on peace officers by statute, is a critical responsibility that shall be exercised judiciously and with respect for human rights and dignity and for the sanctity of every human life. Further, every person has a right to be free from excessive use of force by officers acting under color of law.

The following learning objectives have been developed to assist law enforcement agencies in providing use of force continuing education to officers. Pursuant to MN Stat. 626.8452 this training must be provided to all peace officers and part-time peace officers annually and each officer is required to receive instruction relative only to weapons and equipment the officer is issued or authorized to use. The term annually has been defined by the POST Board to mean at least once per calendar year.

There are many formats for delivering continuing education. Agencies are encouraged to explore creative and co-operative means of providing this education. Each law enforcement agency must determine minimum competency levels appropriate for agency personnel and nothing in these objectives prohibits an agency from developing additional objectives, or setting higher standards. Agencies are also encouraged to submit suggestions for revisions to these objectives to the POST Board.

A. USE OF FORCE

General Learning Goal:

The officer will explain the criteria that are used to determine when force may be employed, the circumstances that justify the use of deadly force, and the liabilities attached to the use of force.

Performance Objectives:

1. The officer will identify the four instances in which MN Stat. 609.06, subd. 1(a)-(d) authorizes a public officer to use reasonable force.
2. The officer will demonstrate familiarity with the agency's policies concerning the use of deadly force.
3. The officer will explain why MN Stats. 629.32 and 629.33 are relevant to use of force.
4. The officer will explain the concept of objectively reasonable use of force by peace officers and factors that influence the tool, technique or tactic an officer may choose to use in a situation. The following concepts will be discussed:
    a) Verbal skills.
    b) Empty hand techniques.
    c) Intermediate weapons.
    d) Deadly force.
    e) Totality of the circumstances.

5. The officer will demonstrate knowledge of how an individual's physical, mental health, developmental or intellectual disabilities may affect the individual's ability to understand or comply with commands from peace officers.
6. The officer will explain how, normally less lethal techniques and weapons may become lethal.
7. The officer will demonstrate knowledge of the circumstances under which a peace officer may use deadly force under MN Stat. 609.066.
8. The officer will demonstrate familiarity with the agency's policies concerning the use of force.
9. The officer will explain the civil, criminal, licensing, and employment consequences of unlawful or unreasonable use of force.

B. READINESS ASPECTS OF USE OF FORCE

General Learning Goal:

The officer will explain the importance of mental and physical readiness.

Performance Objective:

1. The officer will explain how extremely stressful situations will affect physical and mental functioning. The explanation must cover the following:
    a) Breathing and circulation.
    b) Changes in sensory perception.
    c) Changes in motor skills.
    d) Physical trauma.

C. VERBAL AND NON-VERBAL COMMUNICATION STRATEGIES

General Learning Goal:

The officer will explain the importance of and demonstrate proficiency in integrating communication skills where safe and feasible along with tactical de-escalation strategies in volatile situations.

Performance Objectives:

1. The officer will understand the importance of the following areas:
    a) Active listening and verbalization/command skills.
    b) Use of volume, pitch and pace.
    c) Contextual or non-verbal communication: body language.
    d) Lack of compliance considerations: medical conditions, mental impairment, physical limitations, language barrier, behavior crisis, drugs or alcohol use.
    e) De-escalation/conflict management strategies: when safe and feasible, barriers, containment, communication, limiting exposure, distance, and other tactics to reduce the need for force.

D. PROFICIENCY WITH UNARMED CONTROL MEASURES

General Learning Goal:

The officer will demonstrate proficiency and explain the importance of unarmed control measures which are authorized by the officer's agency.

Performance Objectives:

1. The officer will demonstrate proficiency in the following areas:
    a) Handcuffing techniques (and other restraining devices) from positions: prone, standing, kneeling.
    b) Weapon retention-authorized firearms (in and out of holster) and other agency approved equipment including electronic control weapons.
    c) Empty hand techniques.
    d) Integration of empty hand techniques and weapons systems to include weapon transitioning and weapon retention.
2. Identify limitations on the use of certain restraints by a peace officer as described in MN Stat. 609.06, including limitations on chokeholds, tying all of a person's limbs together behind a person's back, and securing a person in any way that results in transporting the person face down in a vehicle.
    a) Describe and demonstrate protocols and procedures designed to safely transport a person in custody.

E. PROFICIENCY WITH INTERMEDIATE FORCE WEAPONS

General Learning Goal:

The officer will discuss and demonstrate proficiency with the various intermediate weapons used by the agency.

Performance Objectives:

1. If the officer is issued or authorized to carry or use chemical aerosols, impact weapons, specialty impact munitions, electronic weapons, or other intermediate weapons, the officer will demonstrate proficiency in the use of these weapons consistent with agency policy (or policies).
2. Discuss the impact of low light and adverse weather conditions on the use of intermediate weapons.

F. PRINCIPLES OF FIREARMS USE

General Learning Goal:

During the course of practical firearms training, (sections F and G) the officer will demonstrate knowledge of firearms safety, firearms maintenance, handgun shooting principles and familiarization with authorized firearms. This training will be consistent with agency policies and individual officer assignments.

Performance Objectives:

1. The officer will demonstrate safe handling of all firearms used during training. This will include:
    a) Safely and correctly loading and unloading the firearms.
    b) Safely and correctly holstering and drawing the firearms.
    c) Safely and correctly clearing malfunctions.
    d) Safely and correctly maintaining authorized firearms.
2. The officer will describe the various methods of handling and storing firearms while off- duty in compliance with MN Stat. 609.666. The need for security of firearms kept in the officer's home will also be explained.
3. The officer will identify authorized firearms categories and corresponding ammunition utilized by the agency.
4. The officer will explain situations in which use of the weak hand may be required.
5. The officer will explain the circumstances that justify the use of deadly force by peace officers.

G. HANDGUN RANGE EXERCISES

General Learning Goal:

Any officer who is issued or is authorized to carry a handgun, will effectively and safely utilize the authorized handgun(s) on a qualification course of fire.

Performance Objectives:

1. The officer will demonstrate effective techniques in the following areas:
    a) Close encounter shooting.
    b) Shooting from cover.
    c) Reloading techniques.
    d) Weapon/reaction hand shooting.
2. The officer will fire a qualification course consisting of no less than 50 rounds. The course of fire may be conducted with duty ammunition, or with lead free, frangible, or non- toxic ammunition that has ballistic performance similar to the issued service ammunition.
3. During the course of fire, the officer will fire from close, medium and long range. Close range means less than 7 yards; medium range means 7 to 14 yards; and long range means 15 to 25 yards (Suggested use of ammunition allotment: 50% at close range; 40% at medium range and 10% at long range).
4. The agency will determine the minimum proficiency to be obtained for successful completion of the exercise.

H. OTHER FIREARMS RANGE EXERCISES

General Learning Goal:

Any officer who is authorized to use other firearms (shotgun, rifle, etc.) will effectively and safely utilize these firearms in a qualification course of fire.

Performance Objectives:

Given a qualification course of fire, the officer will successfully complete the following:

1. **Shotgun**
   - **a)** The officer will fire the weapon at various distances, using various shooting positions.
   - **b)** The officer shall consider the projectile spread and background beyond the area of the immediate threat when making the decision to select the shotgun or other authorized firearm.
   - **c)** During this exercise, the officer may use duty ammunition, or ammunition that has ballistic performance similar to the issued service ammunition. It is recommended that officers' duty ammunition, if not expended during the yearly course of fire, be replaced at least every two years.
   - **d)** The agency will determine the minimum proficiency to be obtained for successful completion of the exercise.
   - **e)** The officer will fire a minimum of 10 rounds during this exercise.
2. **Rifle**
   - **a)** The officer will fire the weapon at various distances, using various shooting positions.
   - **b)** The officer shall consider distance and shot accuracy when selecting the rifle or other authorized firearm.
   - **c)** During this exercise, the officer may use duty ammunition or ammunition that has ballistic performance similar to the issued duty ammunition. It is recommended that the officer's duty ammunition be replaced every two years.
   - **d)** The agency will determine the minimum proficiency to be obtained for successful completion of the exercise.
   - **e)** The officer will fire a minimum of 20 rounds during this exercise.

I. FIREARM SELECTION

General Learning Goal:

The officer will identify the situations and considerations involved in determining which firearm (handgun or other firearm) is appropriate in various tactical situations.

Performance Objectives:

1. The officer will identify important considerations when deciding which firearm should be used in a tactical situation, to include:
    a) The physical environment.
    b) The number of suspect(s).
    c) The weapons available to suspect(s).
    d) The presence of bystanders, hostages, or other innocent persons.
    e) The presence and deployment of assisting officers.
    f) The officer's level of training with authorized weapons.
    g) The firearms policy of the agency.
    h) The potential for ricochet, projectile pattern and projectile penetration.
2. The officer will describe and compare the recognized or effective range of various firearms authorized by the agency.

J. USE OF FIREARMS IN LOW LIGHT AND IN ADVERSE WEATHER

General Learning Goal:

The officer will demonstrate the ability to effectively fire their authorized weapons to include handgun, rifle and shotgun in low light and in adverse weather conditions.

Performance Objectives:

1. The officer will demonstrate the ability to effectively use weapon light systems or other illumination devices in low light conditions.
    a) Muzzle flash.
    b) Target identification.
    c) Target accuracy.
2. The officer will demonstrate the ability to respond to the tactical considerations associated with adverse weather conditions:
    a) Firearm malfunction.
    b) Firearm control.
    c) Use of gloves.
    d) Reduced mobility in drawing and firing the weapon wearing heavy clothing.
    e) Impact of cold weather in reducing motor function of the extremities.

K. DUTY TO INTERCEDE AND REPORT

General Learning Goal:

The officer will demonstrate knowledge and apply the principles of active bystandership, the duty to intercede, and the duty to report when observing another officer using force in violation of section 609.066 subd. 2 or otherwise beyond that which is reasonable under the circumstances. Training courses and conferences must incorporate the general learning goal and all performance objectives in order to be approved by POST for continuing education credit(s).

Performance Objectives:

1. The officer will explain and demonstrate knowledge of the circumstances under which a peace officer must intercede and report under MN Stat. 626.8475.
2. The officer will explain and demonstrate knowledge of the civil, criminal, licensing, and employment consequences for a breach of duty established under MN Stat. 626.8475.
3. The officer will explain and demonstrate knowledge of the psychological effects of stress on the brain and the impact on behavior, action, and decision-making.
4. The officer will explain and demonstrate knowledge of the factors that motivate and inhibit intervention.
5. The officer will explain and demonstrate knowledge of the social science behind active and passive bystandership.
6. The officer will participate in various scenarios that require the officer to recognize the signs of behavior that necessitate intervention and the application of effective intervention techniques that support principles of active bystandership.

CHAPTER 87A

SHOOTING RANGES

87A.01	DEFINITIONS.	87A.06	NUISANCE ACTIONS; COMPLIANCE WITH SHOOTING RANGE PERFORMANCE STANDARDS.
87A.02	SHOOTING RANGE PERFORMANCE STANDARDS; BEST PRACTICES.	87A.07	CLOSURE OF SHOOTING RANGES.
87A.03	COMPLIANT RANGES; AUTHORIZED ACTIVITIES.	87A.08	APPLICABILITY OF OTHER LAWS.
87A.04	MITIGATION AREA.	87A.09	PUBLIC SHOOTING RANGES; ACCESSIBILITY.
87A.05	NOISE STANDARDS.	87A.10	SHOOTING SPORTS FACILITY GRANTS.

87A.001 MS 2006 [Renumbered 15.001]

87A.01 DEFINITIONS.

Subdivision 1. **Applicability.** The definitions in this section apply to sections 87A.01 to 87A.08.

Subd. 2. **Person.** "Person" means an individual, association, proprietorship, partnership, corporation, club, political subdivision, or other legal entity.

Subd. 3. **Shooting range or range.** "Shooting range" or "range" means an area or facility designated or operated primarily for the use of firearms, as defined in section 97A.015, subdivision 19, or archery, and includes shooting preserves as described in section 97A.115 or any other Minnesota law.

Subd. 4. **Shooting range performance standards.** "Shooting range performance standards" means the best practices for shooting range performance standards identified in section 87A.02.

Subd. 5. **Local unit of government.** "Local unit of government" means a home rule charter or statutory city, county, town, or other political subdivision.

History: *2005 c 105 s 1; 2012 c 277 art 1 s 16*

87A.02 SHOOTING RANGE PERFORMANCE STANDARDS; BEST PRACTICES.

Subdivision 1. [Repealed, 2012 c 277 art 1 s 91]

Subd. 2. **Best practices.** For purposes of this chapter, the November 1999 revised edition of the National Rifle Association's Range Source Book: A Guide to Planning and Construction shall serve as best practices for shooting range performance standards.

History: *2005 c 105 s 2; 2012 c 277 art 1 s 17*

87A.03 COMPLIANT RANGES; AUTHORIZED ACTIVITIES.

Subdivision 1. **Authorized activities.** A shooting range that operates in compliance with the shooting range performance standards must be permitted to do all of the following within its geographic boundaries, under the same or different ownership or occupancy, if done in accordance with shooting range performance standards:

(1) operate the range and conduct activities involving the discharge of firearms;

(2) expand or increase its membership or opportunities for public participation related to the primary activity as a shooting range;

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MN Statutes Chapter 87A

(3) make those repairs or improvements desirable to meet or exceed requirements of shooting range performance standards;

(4) increase events and activities related to the primary activity as a shooting range;

(5) conduct shooting activities and discharge firearms daily between 7:00 a.m. and 10:00 p.m. A local unit of government with zoning jurisdiction over a shooting range may extend the hours of operation by the issuance of a special or conditional use permit; and

(6) acquire additional lands to be used for buffer zones or noise mitigation efforts or to otherwise comply with this chapter.

Subd. 2. **Nonconforming use.** A shooting range that is a nonconforming use shall be allowed to conduct additional shooting activities within the range's lawful property boundaries as of the date the range became a nonconforming use, provided the shooting range remains in compliance with noise and shooting range performance standards under this chapter.

Subd. 3. **Compliance with other law.** Nothing in this section exempts any newly constructed or remodeled building on a shooting range from compliance with fire safety, disability accessibility, elevator safety, bleacher safety, or other provisions of the State Building Code that have mandatory statewide application.

History: *2005 c 56 s 1; 2005 c 105 s 3*

87A.04 MITIGATION AREA.

(a) Except for those uses, developments, and structures in existence or for which approval has been granted by October 1, 2005, or as provided in paragraph (b), no change in use, new development, or construction of a structure shall be approved for any portion of property within 750 feet of the perimeter property line of an outdoor shooting range if the change in use, development, or construction would cause an outdoor shooting range in compliance with this chapter to become out of compliance.

(b) A change in use, new development, or construction of a structure subject to this section may be approved if the person seeking the approval or, at the discretion of the governing body, the approving authority agrees to provide any mitigation required to keep the range in compliance with this chapter. The person requesting an approval subject to this section is responsible for providing documentation if no mitigation is required under this section. Failure to provide the documentation or any mitigation required under this section exempts the range from being found out of compliance with the shooting range performance and noise standards of this chapter with regard to the property responsible for the mitigation if the failure to provide the documentation or required mitigation is the sole basis for the range being out of compliance with the shooting range performance standards. Any action brought by the owner of the property against the range is subject to section 87A.06. With the permission of the range operator, any mitigation required under this section may be provided on the range property.

History: *2005 c 105 s 4*

87A.05 NOISE STANDARDS.

Allowable noise levels for the operation of a shooting range are the levels determined by replacing the steady state noise L10 and L50 state standards for each period of time within each noise area's classification with a single Leq(h) standard for impulsive noise that is two dBA lower than that of the L10 level for steady state noise. The noise level shall be measured outside of the range property at the location of the receiver's

activity according to Minnesota Rules, parts 7030.0010 to 7030.0080, as in effect on May 28, 2005. For purposes of this section, "Leq(h)" means the energy level that is equivalent to a steady state level that contains the same amount of sound energy as the time varying sound level for a 60-minute time period.

History: *2005 c 105 s 5*

87A.06 NUISANCE ACTIONS; COMPLIANCE WITH SHOOTING RANGE PERFORMANCE STANDARDS.

A person who owns, operates, or uses a shooting range in this state that is in compliance with shooting range performance standards is not subject to any nuisance action for damages or equitable relief based on noise or other matters regulated by the shooting range performance standards. This section does not prohibit other actions.

History: *2005 c 105 s 6*

87A.07 CLOSURE OF SHOOTING RANGES.

Subdivision 1. **Closure.** Except as otherwise provided in sections 87A.01 to 87A.08, a shooting range that is in compliance with shooting range performance standards and the requirements of sections 87A.01 to 87A.08 shall not be forced to permanently close or permanently cease any activity related to the primary use of the shooting range unless the range or activity is found to be a clear and immediate safety hazard by a court of competent jurisdiction. In any action brought to compel the permanent closure of any range in compliance with shooting range performance standards and this chapter, or to permanently cease any activity related to the primary use of the shooting range, there is a rebuttable presumption that the range or activity is not a clear and immediate safety hazard. If the shooting range provides evidence that the cause of a proven safety hazard can be mitigated so as to eliminate the safety hazard, the court shall not order the permanent closure of the range, or permanent ceasing of the activity found to be a clear and immediate safety hazard, unless the range operator fails to implement the necessary mitigation to remove the safety hazard by the date that is determined reasonable by the court.

Subd. 2. **Preliminary injunctions.** Nothing in this section prohibits a court from granting a preliminary injunction against any activity determined to be a probable clear and immediate safety hazard, or against any individual determined to be the probable cause of an alleged clear and immediate safety hazard, pending the final determination of the existence of the safety hazard.

Subd. 3. **Permanent injunctions.** A court may grant a permanent injunction only against a particular activity or person instead of permanently closing the range unless the court finds that the remaining operations also pose a safety hazard under this section.

History: *2005 c 105 s 7*

87A.08 APPLICABILITY OF OTHER LAWS.

Subdivision 1. **Public safety laws; zoning.** (a) Nothing in this chapter prohibits enforcement of any federal law. To the extent consistent with this chapter, other state laws regarding the health, safety, and welfare of the public may be enforced. To the extent consistent with this chapter, a local unit of government with zoning authority jurisdiction over a shooting range may enforce its applicable ordinances and permits. Nothing in this chapter shall supersede more restrictive regulation of days and hours of operation imposed by the terms and conditions of ordinances and permits that are in effect on May 28, 2005.

(b) If the operator of the shooting range shows evidence that the range can be brought into compliance with the applicable state law, local ordinance, or permit, the range may not be permanently closed unless the range operator fails to bring the range into compliance with the applicable law, ordinance, or permit under this section by the date that the court determines reasonable. Nothing in this section prohibits a court from granting a preliminary injunction against any activity determined to be a violation of a law, ordinance, or permit under this section or against any individual determined to be causing an alleged violation, pending the final determination of the existence of the violation.

Subd. 2. **Permanent injunctions.** A court may grant a permanent injunction only against a particular activity or person instead of permanently closing the range unless the court finds that the remaining operations also create a violation under this section.

History: *2005 c 105 s 8*

87A.09 PUBLIC SHOOTING RANGES; ACCESSIBILITY.

(a) A publicly owned or managed shooting range located in the seven-county metropolitan area that is funded in whole or part with public funds must be available at least twice during the spring and twice during the summer for use by participants in a Minnesota Department of Natural Resources firearms safety instruction course under section 97B.015. The shooting range must be available during hours reasonable for youth participants. The range operator may charge a fee to cover any costs directly incurred from use required under this section, but may not charge a fee to offset costs for general maintenance and operation of the facility.

(b) This section does not apply to cities of the first class or a shooting range located on the same premises as a correctional or detention facility that holds or incarcerates offenders.

History: *2012 c 277 art 1 s 18*

87A.10 SHOOTING SPORTS FACILITY GRANTS.

The commissioner of natural resources shall administer a program to provide cost-share grants to local recreational shooting clubs or local units of government for up to 50 percent of the costs of developing or rehabilitating shooting sports facilities for public use. A facility rehabilitated or developed with a grant under this section must be open to the general public at reasonable times and for a reasonable fee on a walk-in basis. The commissioner shall give preference to projects that will provide the most opportunities for youth.

History: *2014 c 290 s 13; 2014 c 312 art 13 s 18; 1Sp2015 c 4 art 4 s 40*

DISPLAYNAME	MAILINGADDR	MAILINGCITYSTATEZIP
BEVERLY K HOFFMANN	10902 SHAG RD	NEW ULM MN 56073
BROWN COUNTY	PO BOX 248	NEW ULM MN 56073
CHARLES T & TERESA JO HOLM	10894 SHAG RD	NEW ULM MN 56073
DANIEL C SMITH ETAL	405 PFAU ST	MANKATO MN 56001
ELMER H ROLLOFF JR	12971 SHAG RD	NEW ULM MN 56073
FRANCIS SCHUMACHER	15450 HWY 14-16	BOX ELDER SD 57719
GARY & VALERIE BESSER	10714 SHAG RD	NEW ULM MN 56073
GULDAN TIMOTHY J & BROOKE M GULDAN	46198 561ST AVE	NEW ULM MN 56073
HENLE MARY	2514 HOFFMAN RD	NEW ULM MN 56073
KOHN BRANDON	46775 547TH LN	COURTLAND MN 56021
KOHN GARY M	54650 US HIGHWAY 14 - PO BOX 69	COURTLAND MN 56021
KOHN GARY M & TIM L KOHN	54650 U S HIGHWAY 14 PO BOX 69	COURTLAND MN 56021
KOHN MARK G	46091 551ST AVE	COURTLAND MN 56021
KOHN TIMOTHY L	46266 547TH LN	COURTLAND MN 56021
MICHALETZ PROPERTIES LLC	150 ST ANDREWS CT STE 210	MANKATO MN 56001
RICHARD A UBEL LIV TRUST	47283 STATE HIGHWAY 68	NEW ULM MN 56073
STOERING DAVID E & GRACE R STOERING TRUST	430 ZIESKE RD	COURTLAND MN 56021
TIM HARMENING	43370 541ST AVE	COURTLAND MN 56021
ZIMANSKI GARY R & ROXANNE R ZIMANSKI	46772 547TH LN	COURTLAND MN 56021

ATTACHMENT G
Neighbor Notification List

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

Name of Applicant Michaletz Properties, LLC
Property Owner Michaletz Properties, LLC
File PLN24-19

Hearing 11/18/2024
BOC Meeting 11/26/2024
Parcel IDs 04.201.0210
04.201.0800

Request Modification to their Conditional Use Permit (CUP) to increase the number of special events, extend their operating hours, and change allowed firearm caliber

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	☐	☐	☐	☒	Commercial recreation is a conditional permitted use within the Conservancy Zoning District. The proposal is an expansion of hours of an existing CUP. The proposed changes will increase the availability of local training opportunities, and better serve the needs of the local community.
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	☐	☐	☐	☒	It is an existing business. There is no increase to max capacity or occupancy, and no new structures are being proposed. Courtland Township representatives have no concern with the request. The River Ridge Shooting Club has a road agreement with the Township to add gravel and dust control as needed, and they have not received any complaints from local residents.
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	☐	☐	☐	☒	Boundary signage is properly maintained in the forest to promote safety and to discourage trespassing. The proposal is only adding two more hours of shooting per day. There are no new structures, and no apparent new safety concerns.
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 site is well screened from other structures and homes in the area. There is no plan for alteration to structures, property, or lighting.
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 Applicant is following the procedures of the County, and the proposal would still adhere to state statutes. Commercial recreation is a permitted conditional use in the Zoning Ordinance for the Conservancy Zoning District. This is a modification of an existing use; not a new use.
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 requested use does not have a negative impact on the bluff, lands, wooded areas, or the Minnesota River within the Conservancy Zoning District. The Comprehensive Plan protects the need for additional recreational activities in the county. Training opportunities in the future can be met by commercial recreation projects such as this. River Ridge Shooting Club is an existing business in Nicollet County, and the proposal seems to comply with the Compressive Plan.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
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	☐	☐	☐	☒	A conditional use permit already exists, and the proposal would only expand shooting
Justin Laven	☒	☐	☐	☐	

Randy Schwab	☒	☐	☐	☐	hours by two additional hours. There are no new activities proposed that would increase noise. River Ridge Shooting Club operates in accordance with an Environmental Stewardship Plan and by guidelines required in Minnesota State Statute Chapter 87A, which is the Shooting Range Protection Act.
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	☐	☐	☐	☒	This is a commercial recreational use. A current CUP already exists, and the Applicant adheres to their Environmental Stewardship Plan. Current surrounding land use is a mix of natural environment, agricultural, industrial mining, and residential. The septic tank, when properly maintained, will not have any environmental impact. Steel shot is required on the supporting clay course due to their Environmental Stewardship Plan.
Justin Laven	☒	☐	☐	☐	
Randy Schwab	☒	☐	☐	☐	
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 Applicant adheres to an Environmental Stewardship Plan. There are no concerns from law enforcement. There are no new proposed activities with health impacts. Night shooting will not be open to the public, but will provide safety training to local law enforcement which is in the best interest to the public, in general.
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	☐	☐	☐	☒	River Ridge Shooting Club maintains a high standard for operation and safety. The shooting range currently has back-stops and side berms to protect neighboring property from noise and projectiles. No adverse effects are expected from the proposal, since this is an extension of hours and the number of special events. The septic system will be maintained and inspected every four months.
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: 11/20/24 Chair: Dave Nibel

STATE OF MINNESOTA
COUNTY OF NICOLLET

The foregoing instrument was acknowledged before me this 20th day of November 2024, by Julie Holm.

Notarial stamp or seal

JULIE ANN HOLM
Notary Public-Minnesota
My Commission Expires Jan. 31, 2028

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NICOLLET COUNTY EST. 1853

10/01/2024 - 10/31/2024 Permit Form

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME	PARCEL ID
SPT24-033	SSTS Permit	HOLDING TANK FOR A SHED	57906 US HIGHWAY 14, NEW ULM MN 56073	KEVIN & NICOLE BRIGGS	04.027.0100
PLN24-018	Conditional Use Permit	RLS 81	41232 FORT RD, SAINT PETER MN 56082	LEONARD JEFFREY E	12.017.0210, 12.017.0205, 12.017.0400
SPT24-036	SSTS Permit	REPLACING NON-COMPLIANT TANKS WITH A COMPLIANT TANK	40348 591ST AVE, NEW ULM, MN 56073	JOSH BAUER	06.105.0600
SPT24-037	SSTS Permit	REPLACING PUMP TANK	68808 FORT RD, FAIRFAX, MN 55332	RIDGELY FARMS	11.102.0500
BLD24-084	Structure Permit	8' X 12' GREENHOUSE	60663 VALLEY HILLS DR, NEW ULM MN 56073	ALLIGOOD BRYAN CHADWICK & MEGAN HOOD	06.851.0080
BLD24-085	Structure Permit	22' X 28' GARAGE ADDITION; 12' X 12' HOME ADDITION; 20' X 40' IN-GROUND POOL	39349 506TH ST, NORTH MANKATO MN 56003	GOSCH BROOKS MICHAEL	01.027.1500
BLD24-086	Renewable Energy Permit	38.5 KW SOLAR ARRAY	62029 376TH ST, GIBBON MN 55335	WENDINGER ANGIE	13.024.0650
PLN24-019	Conditional Use Permit	REQUEST TO MODIFY CONDITIONAL USE PERMIT FOR RIVER RIDGE SHOOTING CLUB	47028 547TH LN, COURTLAND MN 56021	MICHALETZ PROPERTIES LLC	04.201.0210 04.201.0800
BLD24-087	Structure Permit	16' X 20' DECK ADDITION	47431 478TH ST, NICOLLET MN 56074	EUERLE MICHAEL	09.017.0400
PLN24-020	Variance	REDUCTION OF MINIMUM LOT SIZE TO 1.58 ACRES	42586 COUNTY ROAD 52, SAINT PETER MN 56082	JOHNSON COLLIN B	07.018.1405
SPT24-038	SSTS Permit	MOVING MOUND FOR POOL	39349 506TH ST, NORTH MANKATO MN 56003	BROOKS GOSCH	01.027.1500
BLD24-088	Structure Permit	34' X 80' MACHINE SHED	36759 531ST AVE, LAFAYETTE MN 56054	OSWALD BRIAN B & AUDRA J OSWALD	02.016.0500
BLD24-089	Wetland Replacement Plan Review	WCA Restoration Order	SESW 22/111/31	MATTHEW WENDINGER	13.022.0610

Nicollet County Board of Commissioners
Board Meeting Agenda Item

Agenda Item:
Consider County, City, Tribal, and State Health and Human Services Worker Day Proclamation

Primary Originating Division/Dept.: Health and Human Services

Contact: Cassandra Sassenberg Title: HHS Director

Amount of Time Requested: 5 minutes

Presenter: Cassandra Sassenberg Title: HHS Director

Meeting Date: 11/26/2024

Item Type: (Select One) Regular Agenda

Attachments: (•) Yes ( ) No

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

BACKGROUND/JUSTIFICATION:

Each year, the Governor has proclaimed the second Wednesday of December to be County, City, Tribal, and State Health and Human Services Worker Day. This is done to value the dedication of these workers in improving health, protecting the vulnerable, and providing outstanding services to the people of Minnesota. This year, that date falls on December 11, 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) Annually - 12/2023

Approved by County Attorney's Office: ( ) Yes (•) No ( ) N/A

ACTION REQUESTED:

Proclamation of Wednesday, December 11, 2024 as County, City, Tribal and State Health and Human Services Worker Day.

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING
County Dollars =

Other
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

COUNTY, CITY, TRIBAL, AND STATE

HEALTH AND HUMAN SERVICES WORKER DAY PROCLAMATION

WHEREAS, County, city, tribal and state health and human services workers are dedicated to improving health, protecting the vulnerable, and providing outstanding public services to the people of Minnesota through their prevention efforts, administration of programs and provision of services; and

WHEREAS, County, city, tribal, and state health and human services workers are responsible for the prudent expenditure of millions of dollars annually and must meet the highest standards of job performance in program and services delivery; and

WHEREAS, the duties performed by county, city, tribal, and state health and human services workers require that they demonstrate a variety of skills in order to provide services to clients, communities, and the general public; and

WHEREAS, the nature of federal and state legislation necessitates that county, city, tribal and state health and human services workers continually expand their knowledge, skills, and expertise related to their professions and the needs to the communities they serve; and

WHEREAS, Nicollet County recognizes the valuable public services that county, city, tribal and state health and human services workers perform each and every day for the health, prevention, and protection of Minnesotans.

NOW THEREFORE BE IT RESOLVED, that the Nicollet County Board of Commissioners proclaim Wednesday, December 11, 2024, as:

COUNTY, CITY, TRIBAL AND STATE HEALTH
AND HUMAN SERVICES WORKER DAY

Dated this 26th day of November, 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:
Grant Project Agreement: Local Public Health and Foundational Public Health Responsibilities Grants

Primary Originating Division/Dept.: Health and Human Services

Meeting Date: 11/26/2024

Contact: Cassandra Sassenberg Title: HHS Director

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: Cassandra Sassenberg Title: HHS Director

Attachments: (•) Yes ( ) No

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

BACKGROUND/JUSTIFICATION:

On November 12, 2024, Nicollet County's Board of Commissioners took action to enter into a Master Grant Agreement with the Minnesota Department of Health effective January 01, 2025. As part of the transition to a single-county Community Health Board, Nicollet County must enter into new grant project agreements with the Minnesota Department of Health for each of its program areas to establish funding for completing the core responsibilities of local public health.

Nicollet County's grant award for the local public health grant is $155,778.00 annually. Health and Human Services uses these funds to meet local public health requirements provided in Minnesota Statutes Chapter 145a.

Nicollet County's Foundational Public Health Responsibilities grant award is $200,692.00 annually. Health and Human Services uses funds to meet foundational public health responsibilities and capabilities. These are newly allocated state funds, most recently used locally to hire a public health planner.

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 2025-2029 Grant Project Agreement. If approved, signature by the Health and Human Services Director and Chair of the Board of Commissioners will be completed via DocuSign.

FISCAL IMPACT: Included in current budget
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State $356,470.00
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

Docusign Envelope ID: 2E754706-D95D-4A59-B321-DC027EB245A3

Minnesota Department of Health
Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

Attachment: Grant Project Agreement
Contact for MDH: DeeAnn Finley, deeann.finley@state.mn.us, 651-201-4551

CHB SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of CHB: Nicollet County Community Health Board	**SWIFT Contract Number:** 168358	**MDH Program Name:** Community Health Division
SWIFT Vendor Name: NICOLLET COUNTY FINANCE OFFICE **SWIFT Vendor Number:** 0000197335 **SWIFT Vendor Location Code:** 008	**Effective Date:** January 1, 2025, OR the date all signatures are collected, and the agreement is fully executed, whichever is later. **Expiration Date:** December 31, 2029	**Total State Grant Funds** **Local Public Health Grant:** $155,778.00 **Foundational Public Health Responsibilities Grant:** $200,692.00 **Total Grant Funds *(all funds)*:** $356,470.00

Docusign Envelope ID: 2E754706-D95D-4A59-B321-DC027EB245A3

Minnesota Department of Health

Grant Project Agreement

This grant project agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("MDH") and Nicollet County Community Health Board, an independent organization, not an employee of the State of Minnesota, 622 S Front St., St. Peter, MN 56082 ("Grantee").

Recitals

1. MDH is empowered to enter into a grant project agreement under Minn. Stat.§§ 144.05 and 144.0742 and 145A.131 provides funds to community health boards for the Local Public Health Grant and the Foundational Public Health Responsibilities Grant.
2. MDH and Grantee have entered into Master Grant Agreement number 12-700-00116 ("Master Grant Agreement") effective January 1, 2025, or subsequent Master Grant Agreements, amendments, and supplements thereto;
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and willing to perform all the activities according to the terms of this grant project agreement. Grantee agrees to minimize administrative costs as a condition of this grant project agreement pursuant to Minn. Stat. § 16B.98, subd. 1.

Grant Project Agreement

1. Incorporation of Master Grant Agreement

All terms and conditions of the Master Grant Agreement are hereby incorporated by reference into this grant project agreement.

2. Term of Agreement

2.1 ***Effective date***

January 1, 2025 , or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5(a), whichever is later. Per Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence. No costs may be incurred prior to the grant agreement being fully executed.

2.2 ***Expiration date***

December 31, 2029, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

Docusign Envelope ID: 2E754706-D95D-4A59-B321-DC027EB245A3

3. Activities

3.1 *MDH's Activities*

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2 *Grantee's Activities*

Grantee shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant project agreement.

4. Award and Payment

MDH will award funds to Grantee for activities performed in accordance with this grant project agreement.

4.1 *Grant Award*

Reimbursement will be in accordance with the agreed-upon budget contained in Exhibit B, which is attached and incorporated into this grant project agreement.

4.2 *Budget Modifications*

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.3 *Total Obligation*

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed the amount specified in the Grantee's annual award letter from the amount specified in the Grantee's annual award letter from MDH.

4.4 *Terms of Payment*

4.4.1. *Invoices*

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant project agreement.

4.4.2. *Matching Requirements*

A Grantee that receives a Local Public Health Grant shall provide at least a 75 percent match for the state funds received through the Local Public Health Grant.

A Grantee that receives the Foundational Public Health Responsibilities Grant shall provide at least a 75 percent match for the state funds received through the Foundational Public Health Responsibilities Grant.

The allowable sources for the match for the Local Public Health Grant and the Foundational Public Health Responsibilities Grant are outlined in MN Statute 145A.131. Different funding must be used for the match for each grant.

5. Conditions of Payment

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Applicable state laws include, but are not limited to, the Minnesota Human Rights Act (Minn. Stat. ch. 363A) which prohibits discrimination on the basis of race, color, creed, religion, national origin, sex, gender, identify, sexual orientation, age, marital status, public assistance status, familial status, and disability. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Authorized Representatives

6.1 *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant project agreement is DeeAnn Finley, Planning Director State, Community Health Division, PO Box 64975, St. Paul, MN 55164, (651) 201-4551, deeann.finley@state.mn.us or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 *Grantee's Authorized Representative*

Grantee's Authorized Representative is Cassandra Sassenberg, CHS Administrator, 622 S Front St., St. Peter, MN 56082, 507-934-8573, Cassandra.sassenberg@co.nicollet.mn.us, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

7. Ownership of Equipment and Supplies

7.1 *Equipment*

"Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $10,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant

agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

7.2 ***Supplies***

"Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of $10,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

8. Publicity

Any publicity given to the program, publications, or activities performed from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as a sponsoring agency. If publicity is not specifically authorized under this grant project agreement, Grantee must obtain prior written approval from MDH's Authorized Representative.

9. Clerical Error

Notwithstanding the Master Grant Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Project Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

10. Incentives

When included in the approved Work Plan or Budget, the following language applies.

10.1 ***Handling of Incentives***

Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the provisions outlined in this section.

10.2 ***Separation of duties***

More than one Grantee staff person must be involved in the management and handling of the incentives. The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives. The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records. Handoff of incentive from one person to another must be documented.

10.3 ***Distribution of Incentives***

Incentives may only be used for approved purposes by MDH.

a) Only one incentive can be given to an individual per occurrence/event.

b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.

c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.

d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.

e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.

f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

10.4 ***Incentive tracking documentation***

The tracking documentation the Grantee is required to maintain must not contain any private data. The tracking system must record the following:

a) Number of incentives on hand, including starting balance and any additional incentives purchased;
b) Description of the incentives;
c) Quantity of incentive(s) distributed to each participant;
d) The last four digits of any pre-paid card number;
e) Value/amount;
f) A unique non-identifiable data point for each participant (e.g. case number, file number);
g) Date participant received incentive(s); and
h) Signature of Grantee staff member providing incentive(s) to participant(s).

10.5 ***Reconciliation***

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to MDH's Authorized Representative no less than two weeks after each reconciliation.

10.6 ***Subcontracting/Subgranting***

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

10.7 ***Lost or stolen incentives***

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

10.8 ***Invoicing***

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

10.9 ***Failure to Comply***

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a grant agreement for failure to comply with these requirements.

11. Termination

11.1 ***Termination by MDH or Grantee***

MDH or Grantee may terminate this grant agreement without cause, with at least 21 calendar days' written notice (i.e., by mail, email, or both) to the other party. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

11.2 ***Termination for Cause***

MDH may immediately terminate this grant agreement if MDH finds there has been a failure to comply with the provisions of this grant agreement, that timely progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MDH may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

11.3 ***Termination for Insufficient Funding***

MDH may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding sources; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written notice to Grantee; i.e., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

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11.4 ***Termination by Commissioner of Administration***

The Commissioner of Administration may immediately and unilaterally cancel this grant agreement if further performance under the agreement would not serve MDH's purposes or is not in the best interests of the State of Minnesota.

[Signatures on following page]

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APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Rachel LeBlanc Digitally signed by Rachel LeBlanc Date: 2024.11.13 11:31:17 -06'00'

SWIFT Contract & Initial PO: 168358/3000115349/REQ 724_33

2. Grantee

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

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:
All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Docusign Envelope ID: 2E754706-D95D-4A59-B321-DC027EB245A3

Exhibit A – Grantee's Activities / Scope of Work

Grantee is expected to perform the following activities. Modifications to Exhibit A must be discussed with MDH. MDH will communicate, in writing, with Grantee as to whether modifications are approved or require a formal grant amendment.

Local Public Health Grant Activities/Scope of Work:

The purpose of these funds and matching funds (as required in MN Statute 145A.131) is to work in partnership with MDH to address the areas of public health responsibility, foundational public health responsibilities, and essential public health services as defined in MN Statute 145A.

The grantee shall:

1. Meet all of the requirements and perform all of the duties described in MN Statutes 145A.03 and 145A.04, to maintain eligibility to receive the local public health grant.
2. At least every five years, conduct a comprehensive community health assessment on community health needs and assets upon which the local public health priorities and issues are established.
3. Seek input from the community and the Community Health Board on the identification of local public health priorities and issues.
4. At least every five years, submit the health priorities identified from the community health assessment and a community health improvement plan to the MDH (MN Statute 145.04, subd. 1a). Submitting health priorities is a proxy for submitting the community health assessment.
5. Use standards and/or evidence-based practices for programs or activities in carrying out public health programs or activities where those standards or evidence-based practices exist.
6. Consider community input and recommendations of the Community Health Board to determine the mechanisms to address local public health priorities and achieve the statewide local public health objectives.
7. Consider the essential public health services and foundational public health responsibilities (MN Statutes 145A) in determining the mechanisms to address local public health priorities and achieve statewide local public health objectives.
8. Implement a performance management process to achieve desired outcomes.
9. Report annually to MDH on a set of performance measures and be prepared to provide documentation of ability to meet the performance measures.
10. Use the Minnesota Infectious Disease Operations Guide, as adopted by the State Community Health Services Advisory Committee (SCHSAC), as the foundation for providing resources and services in keeping with its responsibilities as set forth in the operations guide.
11. As requested, submit documentation to MDH assuring that Grantee duties, responsibilities and related community health board work have been reviewed with the Community Health Board. The document should be signed by the Chair of the Community Health Board and the Community Health Services Administrator.

Docusign Envelope ID: 2E754706-D95D-4A59-B321-DC027EB245A3

12. Provide MDH with required reports and information within the timeline and guidance provided by MDH.
13. If the Grantee decides to enter into subcontracts for greater than $5000, the contract should not be executed or otherwise entered into until approval from MDH has been received from the MDH Authorized Representative.
14. Maintain records of the following materials for review:
    a. When applicable, copies of the Joint Powers Agreement forming the Community Health Board.
    b. Any delegation agreements as referenced in Minnesota Statute, 145A.
    c. When applicable, agreements establishing a Human Services Board under Minnesota Statutes, 402.
    d. Organization chart of the Community Health Board structure that identifies major program activities and lines of authority and accountability.
    e. A list of all city/county local ordinances or other local regulations related to community health services revised within the past two years.
    f. Copies of all public meeting notices and minutes, including Community Health Board notices and minutes.
    g. Summary of public comments or testimony on the local public health priorities and/or mechanisms to address the priorities and achieve statewide outcomes.
    h. Copies of contracts/purchase of service agreements with other organizations.
15. Notify MDH six months prior to any final board action on major governance or organizational structural changes within the Community Health Board or its member counties. This notification requirement is in addition to the withdrawal notification requirement outlined in Minnesota Statutes, 145A.
16. Provide requested financial and programmatic reporting information by the dates provided to them by MDH to meet funding, reporting, and monitoring requirements.
17. Assure that this funding is managed as a unique funding source from the Foundational Public Health Responsibilities Grant.
18. Any digital materials created, and shared outside of the grantee's organization, the grantee is required to comply with State of Minnesota's Digital Accessibility Standard. This requirement flows down to any subcontractors and or any third-party entity the Grantee may utilize and compensate with MDH grant funds. The statewide Standard can be viewed online at https://mn.gov/mnit/assets/MinnesotaStateAccessibilityStandard-v.4.0_tcm38-607575.pdf.

FPHR Funding Grantee's Activities/Scope of Work:

The purpose of this funding is to support the implementation of Foundational Public Health Responsibilities by community health boards (grantees) as outlined in MN Statute 145A.131. The Foundational Public Health Responsibilities are the unique responsibilities of governmental public health that define a minimum package of public health capabilities and areas that must be available in every community. Grantees are required to match the foundational public health responsibilities funding with allowable sources as outlined in MN Statute 145A.131. More details on the Foundational

Public Health Responsibilities and examples of the work supported by these funds can be found on the MDH website: *Funding for Foundational Public Health Responsibilities*.

1. This funding must be used to fulfill foundational public health responsibilities as defined by the Commissioner in consultation with the State Community Health Service Advisory Committee. Grantees cannot use these funds for non-foundational public health responsibilities until the Grantee can demonstrate the ability to achieve and maintain implementation of foundational public health responsibilities.
2. If the Grantee believes they have fully met and are able to maintain all foundational public health responsibilities, the Grantee may work with the MDH to explore the use of the funding for community-specific services identified through the community health assessment and community health improvement planning process.
3. Annually or on the timeline determined by the MDH, the Grantee shall complete, and update as necessary, a workplan and proposed activities in REDCap or its successor application. This workplan will assure compliance with funding requirements and make connections with other grantees. The workplan and any subsequent changes made to the workplan must be reviewed and approved by MDH and once approved by the MDH, will be incorporated as part of this grant project agreement.
4. The Grantee will not be reimbursed for allowable expenses until the workplan and budget are approved by MDH.
5. Grantee shall implement activities to carry out foundational public health responsibilities in accordance with the definitions outlined on the *Funding for Foundational Public Health Responsibilities* website and *Foundational Public Health Responsibilities Grant Expenditure Guide*.
6. Grantee shall provide requested financial and programmatic reporting information by the dates provided to them by MDH to meet funding, reporting, and monitoring requirements.
7. Grantee shall assure that this funding is managed as a unique funding source from the Local Public Health Grant.
8. Any digital materials created, and shared outside of the grantee's organization, the grantee is required to comply with State of Minnesota's Digital Accessibility Standard. This requirement flows down to any subcontractors and or any third-party entity the Grantee may utilize and compensate with MDH grant funds. The statewide Standard can be viewed online at https://mn.gov/mnit/assets/MinnesotaStateAccessibilityStandard-v.4.0_tcm38-607575.pdf.

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Exhibit B – Grantee's Budget

Local Public Health Grant:

- No budget is required for the Local Public Health Grant
- The Grantee will be paid according to the amount determined annually for the Grantee's portion of the total Local Public Health Grant allocation from MDH.
- Grantee shall reference annual funding letter from MDH indicating future budget period(s) and awarded amount(s).

Foundational Public Health Responsibilities Grant:

- Annually or on the timeline determined by the MDH, the Grantee shall complete a proposed budget in REDCap or its successor application by the date provided to them by MDH. Any revisions made to the budget must be made in REDCap or its successor application. The budget and any subsequent changes made to the budget must be reviewed and approved by MDH and once approved by the MDH, will be incorporated as part of this grant project agreement.
- The grantee will be paid according to the amount determined annually for the Grantee's portion of the total Foundational Public Health Responsibilities Grant allocation from MDH and in compliance with the approved budget.
- Grantee shall reference annual funding letter from MDH indicating future budget period(s) and awarded amount(s).

Grantee's Indirect Cost Rate for this Grant Agreement:

- Indirect costs are allowed for both the Local Public Health Grant and the Foundational Public Health Responsibilities Grant at the indirect costs rate provided annually to MDH.

DocuSign

Certificate Of Completion

Envelope Id: 2E754706D95D4A59B321DC027EB245A3
Status: Sent
Subject: Complete with DocuSign: 2024-29 LPH_FPHR Grants Nicollet Co CHB
Source Envelope:
Document Pages: 13
Signatures: 0
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Envelope Originator:
Dee Finley
625 Robert St. N
PO Box 64975
St. Paul, MN 55164
Deeann.Finley@state.mn.us
IP Address: 156.98.136.30

Record Tracking

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Deeann.Finley@state.mn.us
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Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Department of Health
Location: DocuSign

Signer Events	Signature	Timestamp
Cassandra Sassenberg Cassandra.sassenberg@co.nicollet.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 11/14/2024 10:22:09 AM Viewed: 11/19/2024 8:21:05 AM
Terry Morrow terry.morrow@co.nicollet.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
MDH Delegated Signer Health.Delegated_Signature@state.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Breanna Allen breanna.allen@co.nicollet.mn.us Supervisor, Public Health Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	COPIED	Sent: 11/14/2024 10:22:08 AM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		

MDH Encumbrance

health.encumbrance@state.mn.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2024 10:22:08 AM

Payment Events	Status	Timestamps

Nicollet County Board of Commissioners
Board Meeting Agenda Item

Agenda Item:
Grant Project Agreement: Statewide Health Improvement Partnership

Primary Originating Division/Dept.: Health and Human Services

Contact: Cassandra Sassenberg Title: HHS Director

Amount of Time Requested: 5 minutes

Presenter: Cassandra Sassenberg Title: HHS Director

Meeting Date: 11/26/2024

Item Type: (Select One) Regular Agenda

Attachments: (•) Yes ( ) No

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

BACKGROUND/JUSTIFICATION:

On November 12, 2024, Nicollet County's Board of Commissioners took action to enter into a Master Grant Agreement with the Minnesota Department of Health effective January 01, 2025. As part of the transition to a single-county Community Health Board, Nicollet County must enter into new grant project agreements with the Minnesota Department of Health for each of its program areas to establish funding for completing the responsibilities of local public health.

The Statewide Health Improvement Partnership (SHIP) grant project agreement will be effective from January 01, 2025, through the end of the current four-year SHIP grant cycle on October 31, 2025. The grant amount of $296,049.00 will fund work centered around policy, systems, and environmental change across Nicollet, Brown, LeSueur, and Waseca counties. Nicollet County will be the designated lead agency with the authority to execute project administration, management and implementation, and grant reporting responsibilities.

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 2025 SHIP Grant Project Agreement. If approved, signature by the Health and Human Services Director and Chair of the Board of Commissioners will be completed via DocuSign.

FISCAL IMPACT: Included in current budget
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State $296,049.00
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

Docusign Envelope ID: 2D82FB7B-991A-4F68-B340-ED9F0D888310

Minnesota Department of Health
Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

Attachment: Grant Project Agreement
Contact for MDH: Fred Ndip, 651-431-2449, fred.ndip@state.mn.us

CHB SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of CHB: (as it appears in SWIFT): Nicollet County Community Health Board	**SWIFT Contract Number:** 260000	**MDH Program Name:** Statewide Health Improvement Partnership (SHIP)
SWIFT Vendor Number: 0000197335 **SWIFT Vendor Location Code:** 008	**Effective Date:** January 1, 2025, OR the date all signatures are collected, and the agreement is fully executed, whichever is later. **Expiration Date:** October 31, 2025	**Total State Grant Funds:** $296,049.00 **Total Grant Funds *(all funds)*:** $296,049.00

Docusign Envelope ID: 2D82FB7B-991A-4F68-B340-ED9F0D888310

Minnesota Department of Health

Grant Project Agreement

This grant project agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("MDH") and Nicollet County Community Health Board, an independent organization, not an employee of the State of Minnesota, address 622 Front Street, St. Peter, Minnesota 56082 , ("Grantee").

Recitals

1. MDH is empowered to enter into a grant project agreement under Minn. Stat.§§ 144.05, and 144.0742 the State is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services.

   The State, pursuant to Minnesota Statutes 145.986, is empowered to award Statewide Health Improvement Partnership (hereinafter "SHIP") grants to convene, coordinate and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and reducing the use of tobacco.

2. MDH and Grantee have entered into Master Grant Agreement number 12-700-00116 ("Master Grant Agreement") effective January 1, 2025, or subsequent Master Grant Agreements, amendments, and supplements thereto;

3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.

4. Grantee represents that it is duly qualified and willing to perform all the activities according to the terms of this grant project agreement. Grantee agrees to minimize administrative costs as a condition of this grant project agreement pursuant to Minn. Stat. § 16B.98, subd. 1.

Grant Project Agreement

1. Incorporation of Master Grant Agreement

All terms and conditions of the Master Grant Agreement are hereby incorporated by reference into this grant project agreement.

2. Term of Agreement

2.1 ***Effective date***

January 1, 2025 , or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5(a), whichever is later. Per Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH's Authorized

Representative has notified Grantee that work may commence. No costs may be incurred prior to the grant agreement being fully executed.

2.2 ***Expiration date***
October 31, 2025, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

3. Activities

3.1 ***MDH's Activities***
MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2 ***Grantee's Activities***
Grantee shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant project agreement.

4. Award and Payment

MDH will award funds to Grantee for activities performed in accordance with this grant project agreement.

4.1 ***Grant Award***
Reimbursement will be in accordance with the agreed-upon budget contained in Exhibit B, which is attached and incorporated into this grant project agreement.

4.2 ***Budget Modifications***
Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.3 ***Total Obligation***
The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed $296,049.00.

4.4 ***Terms of Payment***

4.4.1. ***Invoices***
MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant project agreement.

4.4.2. ***Matching Requirements***

Grantee certifies that the following matching requirement, for the grant, will be met by Grantee: $29,604.90.

5. Conditions of Payment

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Applicable state laws include, but are not limited to, the Minnesota Human Rights Act (Minn. Stat. ch. 363A) which prohibits discrimination on the basis of race, color, creed, religion, national origin, sex, gender, identify, sexual orientation, age, marital status, public assistance status, familial status, and disability. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Authorized Representatives

6.1 ***MDH's Authorized Representative***

MDH's Authorized Representative for purposes of administering this grant project agreement is Fred Ndip, Community Initiatives Supervisor, 625 Robert St. N., PO Box 64975, St. Paul, MN 55164-0975, 651-431-2449, and fred.ndip@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 ***Grantee's Authorized Representative***

Grantee's Authorized Representative is Cassandra Sassenberg, CHS Administrator, 622 S. Front St., St. Peter, MN 56082, 507-934-8573, Cassandra.sassenberg@co.nicollet.mn.us , or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

7. Ownership of Equipment and Supplies

7.1 ***Equipment***

"Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $10,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

7.2 ***Supplies***

"Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of $10,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

8. Publicity

Any publicity given to the program, publications, or activities performed from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as a sponsoring agency. If publicity is not specifically authorized under this grant project agreement, Grantee must obtain prior written approval from MDH's Authorized Representative.

9. Clerical Error

Notwithstanding the Master Grant Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Project Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

10. Incentives

When included in the approved Work Plan or Budget, the following language applies.

10.1 ***Handling of Incentives***

Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the provisions outlined in this section.

10.2 ***Separation of duties***

More than one Grantee staff person must be involved in the management and handling of the incentives. The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives. The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records. Handoff of incentive from one person to another must be documented.

10.3 ***Distribution of Incentives***

Incentives may only be used for approved purposes by MDH.

a) Only one incentive can be given to an individual per occurrence/event.

b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.

c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.

d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.

e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.

f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

10.4 ***Incentive tracking documentation***

The tracking documentation the Grantee is required to maintain must not contain any private data. The tracking system must record the following:

a) Number of incentives on hand, including starting balance and any additional incentives purchased;
b) Description of the incentives;
c) Quantity of incentive(s) distributed to each participant;
d) The last four digits of any pre-paid card number;
e) Value/amount;
f) A unique non-identifiable data point for each participant (e.g. case number, file number);
g) Date participant received incentive(s); and
h) Signature of Grantee staff member providing incentive(s) to participant(s).

10.5 ***Reconciliation***

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to MDH's Authorized Representative no less than two weeks after each reconciliation.

10.6 ***Subcontracting/Subgranting***

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

10.7 ***Lost or stolen incentives***

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

10.8 ***Invoicing***
If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

10.9 ***Failure to Comply***
For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a grant agreement for failure to comply with these requirements.

11. Termination

11.1 ***Termination by MDH or Grantee***
MDH or Grantee may terminate this grant agreement without cause, with at least 21 calendar days' written notice (i.e., by mail, email, or both) to the other party. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

11.2 ***Termination for Cause***
MDH may immediately terminate this grant agreement if MDH finds there has been a failure to comply with the provisions of this grant agreement, that timely progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MDH may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

11.3 ***Termination for Insufficient Funding***
MDH may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding sources; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written notice to Grantee; i.e., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

11.4 ***Termination by Commissioner of Administration***

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The Commissioner of Administration may immediately and unilaterally cancel this grant agreement if further performance under the agreement would not serve MDH's purposes or is not in the best interests of the State of Minnesota.

[Signatures on following page]

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APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Rachel LeBlanc Digitally signed by Rachel LeBlanc Date: 2024.11.14 10:07:26 -06'00'

SWIFT Contract & Initial PO: 260000/3000119487/REQ 794

2. Grantee

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

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:
All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Docusign Envelope ID: 2D82FB7B-991A-4F68-B340-ED9F0D888310

Exhibit A – Grantee's Activities / Scope of Work

In partnership with Brown County Community Health Board and Le Sueur-Waseca Community Health Board, the Grantee is the designated Lead Agency with authority to execute the project administration, management and implementation, and reporting responsibilities for the SHIP grant.

Grantee must:

1. Work with MDH to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by MDH by January 1, 2025. If the work plan is not approved by January 1, 2025, Grantee cannot perform work under this agreement.
2. Perform the activities approved in the work plan.
3. Grantee will contact MDH if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant activities in a satisfactory manner, MDH has the authority to withhold further funds.
4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with MDH evaluation staff and contractors.
6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
7. Participate in site visits and grant reconciliation processes with MDH.
8. Participate in regularly scheduled calls and meetings with community specialists
9. Participate in MDH-sponsored technical assistance calls, webinars and trainings.
10. Attend MDH-sponsored conferences, meetings and in-person trainings.
11. Comply with MDH product approval outlined in the *SHIP Communications Guide*.
12. Allow MDH and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due bi-annually. The schedule for reporting is provided below. MDH will provide guidance regarding the required content of the reports.

Reporting Period	**Report Submission Due Date**
January 1 – April 30	April 30
May 1 – September 30	Oct 1

Financial

1. Adhere to the request and approval process set forth by the MDH in the *SHIP Financial Guide*.
2. Obtain prior approval from the MDH for all subcontracts or mini-grants $3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.

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5. Ensure that administrative costs are explained and justifiable. MDH will accept up to the Grantee's current federally approved rate. If Grantee does not have a federally approved indirect cost rate, MDH will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to MDH other funding sources, including grants from other sources, that are directed toward tobacco, obesity, and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure, prevent obesity, or increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce tobacco use and exposure, prevent obesity, or increase well-being. The Grantee may not use SHIP funds to replace federal, state, local, or tribal funding Grantee currently uses to reduce tobacco use and exposure, prevent obesity, or increase well-being.

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Exhibit B – Grantee's Budget

The budget shown below is for reference only and is non-binding.

Budget for January 1, 2025 – October 31, 2025

Category	Budget Period 1 January 1, 2025 – October 31, 2025	Total
Salary/Fringe	$204,416.00	$204,416.00
Equipment	$55,763.40	$55,763.40
Supplies	$8,380.00	$8,380.00
Travel	$8,400.00	$8,400.00
Contractual	$	$
Other	$3,399.00	$3,399.00
Subtotal	$280,358.40	$280,358.40
Indirect (if allowed)	$15,690.60	$15,690.60
Total	**$296,049.00**	**$296,049.00**

Grantee's Indirect Cost Rate for this Grant Agreement is as follows. MDH will notify Grantee, in writing, if the rate allowed changes and the effective date of such change.

☒ Indirect costs are allowed by Funder (select ONE):

☒ Grantee requesting to use other rate, not to exceed the federal de minimis rate:

Rate: 5.6%

Match Funds

A local match of 10 percent of the total funding award is required by 2022 Minnesota Statute 145.986 Statewide Health Improvement Program. The local match may include Leveraged Funds and in-kind and may include assistance from community partners. State and Federal Leveraged Funds and State and Federal In-Kind does not count towards the 10% local match requirement.

Match Funds Period(s)	Amount
Matching funds Required 10%	*$29,604.90*

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Certificate Of Completion

Envelope Id: 2D82FB7B991A4F68B340ED9F0D888310
Status: Sent
Subject: REQ_794_GA_260000_SHIP_Nicollet County Community Health Board
Source Envelope:
Document Pages: 12
Signatures: 0
Envelope Originator:
Certificate Pages: 2
Initials: 0
Diane M Lauren
AutoNav: Enabled
625 Robert St. N
EnvelopeId Stamping: Enabled
PO Box 64975
Time Zone: (UTC-06:00) Central Time (US & Canada)
St. Paul, MN 55164
Diane.Lauren@state.mn.us
IP Address: 156.98.136.30

Record Tracking

Status: Original
11/14/2024 4:18:24 PM
Holder: Diane M Lauren
Diane.Lauren@state.mn.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Department of Health
Location: DocuSign

Signer Events	Signature	Timestamp
Cassandra Sassenberg Cassandra.sassenberg@co.nicollet.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 11/14/2024 4:47:33 PM Viewed: 11/19/2024 8:13:28 AM
MDH Delegated Health.delegated_signature@state.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
MDH Encumbrance health.encumbrance@state.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Diane Lauren diane.lauren@state.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2024 4:47:33 PM

Payment Events	Status	Timestamps

Nicollet County Board of Commissioners
Board Meeting Agenda Item

Agenda Item:
Minnesota Department of Human Services County Grant Contract: Community Support Program

Primary Originating Division/Dept.: Health and Human Services

Contact: Cassandra Sassenberg Title: HHS Director

Amount of Time Requested: 5 minutes

Presenter: Cassandra Sassenberg Title: HHS Director

Meeting Date: 11/26/2024

Item Type: (Select One) Regular Agenda

Attachments: (•) Yes ( ) No

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

BACKGROUND/JUSTIFICATION:

Biennially, the Department of Human Services (DHS) provides grant allocations to adult mental health initiatives in the state. Nicollet County receives funds directly from DHS and through our South Central Community Based Initiative (SCCBI) membership. Health and Human Services uses the Community Support Grant allocation to support our community support program services and otherwise unfunded general case management time for uninsured individuals or those whose insurance does not cover needed services. Our allocation for calendar years 2024 and 2025 is $185,984.00.

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) Biennial; 2022

Approved by County Attorney's Office: (•) Yes ( ) No ( ) N/A

ACTION REQUESTED:

Approval of the Community Support Grant Contract. If approved, signature by the Health and Human Services Director and Chair of the Board of Commissioners will be completed via DocuSign.

FISCAL IMPACT: Included in current budget
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State $185,984.00
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

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Minnesota Department of Human Services
County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Administration ("STATE") and Nicollet County, an independent grantee, not an employee of the State of Minnesota, located at 622 South Front St., St. Peter MN 56082 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act"), has authority to enter into contracts for the following services: Create and ensure a unified, accountable, and comprehensive adult mental health system with services administered under Adult Mental Health Initiative and/or Community Support Program funding.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2025**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.

This CONTRACT is valid through **December 31, 2026**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

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1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with **Attachment A**, County Responsibilities, which is attached and incorporated into this CONTRACT.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the State of Minnesota Accessibility Standard, as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Terms of payment

a. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one hundred eighty-five thousand nine hundred eighty-four dollars ($185,984.00).**
   1. The total obligation covers two full calendar years.
   2. In calendar year 2025, the COUNTY shall not invoice the STATE, and STATE shall not pay COUNTY more than half of the total obligation/total budget amount indicated in Attachment B.
   3. Underspending in calendar year 2025 is not available for use in future calendar years.

b. **Advance.** The COUNTY will receive an initial payment of $23,248.00 which is granted pursuant to Minnesota Administrative Rule 9535.1740 at the start of each calendar year during the contract term.

c. **Reconciliation.** Any portion of the cash advances that are unspent must be returned to STATE at the end of each calendar year of the contract term.

d. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized

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agent pursuant to Clause 4.1. Invoices shall be submitted via quarterly SEAGR report (DHS-2557) and on the BRASS-based Grant Fiscal Report (DHS-2895) specific to the grant and according to the following schedule: **following each March 31, June 30, September 30, and December 31.**

3.2 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
   a. COUNTY must submit a Budget Modification Form provided by STATE and obtain STATE written approval before changing any part of the budget.
   b. Budget modifications are required when adding or removing a BRASS code from the budget, adding or removing a provider(s), or shifting funds between BRASS codes.
   c. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
   d. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change on the budget tab of the application provided by STATE.
3. All expenditures must be for services or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds $5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, alterations, or repairs of the items listed above that materially increase their value or useful life.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan, page 69, Chapter 15.[1] COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or

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performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.4. Unexpended Funds.

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- **a.** Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- **b.** Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- **c.** Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- **d.** Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY's Duties; and/or
- **e.** Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

- **a. Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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b. Termination for Cause. STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally cancel this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Christian Ederer** or successor. Phone and email: **651-431-3605 christian.t.ederer@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Cassandra Sassenberg** or successor. Phone and email: **507-934-8573, cassandra.sassenberg@co.nicollet.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

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7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Terry Morrow** or successor. Phone and email: **507-327-8226, terry.morrow@co.nicollet.mn.us.**

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. 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.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

Information privacy and security shall be governed by the Data Sharing Agreement and Business Associate Agreements entitled "Information Privacy and Security Agreement Between Minnesota Department of Human Services and County Human Services Agency" and "Business Associate Agreement Between Minnesota Department of Human Services and County Human Services Agency", respectively and executed by DHS and Nicollet County on 4/20/2015 (hereafter "Data Sharing Agreement and Business Associate Agreement") which are incorporated into this CONTRACT by reference, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

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11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of $5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving $750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

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14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions: https://mn.gov/admin/osp/government/suspended-debarred/. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

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16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.

b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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Signature Page Follows

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By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

Date:_____

1. **STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By:_____
Date: 11/13/2024

Contract No: GRK 259827

2. **COUNTY**

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By:_____

Title:_____

3. **STATE AGENCY**

By (with delegated authority):_____

Title:_____

Date:_____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

Docusign Envelope ID: A26800B7-A510-47E3-8664-41AC0DC67681

Adult Mental Health Initiative Grant Contract Attachment A

County Responsibilities

The following items need to be reviewed and acknowledged (check the checkbox).
These items will be evaluated throughout the contract term via site visits and record requests.
By acknowledging, you are stating that you understand the listed program requirements and that related documents and information may be requested from DHS at any time throughout the contract period.

Applicable Grant(s)	Requirement	Description of Tasks & Deliverables	Acknowledge
AMHI	Must have written policy and procedures governing accounting and operational procedures	Documented agreement for multi-county initiatives (e.g., MOU, bylaws, joint powers agreement). Decision-making process document or description. Contingency planning. Nondiscrimination policies.	☐ Acknowledge
AMHI	Must include persons with mental illness, Tribal organizations of the county/region, and the Local Advisory Council in the development, implementation, and evaluation of all Adult Mental Health Plans	Demonstrate people with lived experience of mental health are involved in planning, implementing, and evaluating Adult Mental Health Plans. Demonstrate tribal organizations are involved in planning, implementing, and evaluating Adult Mental Health Plans. Demonstrate Local Advisory Councils are involved in planning, implementing, and evaluating Adult Mental Health Plans.	☐ Acknowledge
AMHI	Must ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661	Design, plan, and improve the mental health service delivery system for adults with serious and persistent mental illness (SPMI). Include program evaluation.	☐ Acknowledge
CSP	Must ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712	Assure sufficient community support services are available to meet the needs of adults with SPMI in the county such as: Competitive employment, Activities of daily living, Leisure activities, Housing, Benefit assistance and Day treatment services	☑ Acknowledge
AMHI & CSP	Must work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act Minn. Stat. 245.461	Lived experience with mental illness guides the governance and services Bring together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs. Develop and provide an array of person centered services that builds on personal and cultural strengths. Utilize a data driven model to evaluate the impact of services on health outcomes. Assure access, early intervention, coordination, and application of resources through creative partnerships.	☑ Acknowledge
AMHI & CSP	Must ensure all revenue received by COUNTY and its contracted or subcontracted providers is managed according to Minnesota Rules chapter 9535.1740 subd.3	Submit quarterly fiscal reports/invoices to DHS for payment	☑ Acknowledge
AMHI & CSP	Must ensure that Adult Mental Health grant funding is payer of last resort.	County and contracted providers must bill all eligible insurance before accessing Adult Mental Health grant funding.	☑ Acknowledge
AMHI & CSP	Must have a transition plan that complies with Minnesota Statute 245.466 subd.3a	Transition plan for continuity of care in the event of contract termination with a community mental health center. Transition plan for continuity of care in the event of contract termination with a community support services provider.	☑ Acknowledge
AMHI & CSP	Must complete all required data reporting and ensure their contracted providers are completing all required data reporting	MHIS data reporting completed twice a year SSIS data reporting completed	☑ Acknowledge
AMHI & CSP	Must meet the policy requirements from the Office of Grants Management for all subcontracts that are over $50,000	Grant monitoring plan for all subcontracts over $50,000, including site visits and financial reconciliation. Conflict of interest assessed and documented.	☑ Acknowledge
AMHI & CSP	Must incorporate the National Culturally and Linguistically Appropriate Services (CLAS) Standards into County administered services and contracts/agreements with community service providers	Demonstrate effort to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. The National CLAS Standards Implementation Framework's six areas for action: (1) Foster cultural competence; (2) Reflect and respect diversity; (3) Ensure language access; (4) Build Community partnerships; (5) Collect diversity data; and (6) Benchmark, plan, and evaluate.	☑ Acknowledge
AMHI & CSP	Must have written policy or procedure governing decisions around 418x Client Flex Funds		☑ Acknowledge
AMHI & CSP	Must include a needs assessment conducted by the LAC in its adult mental health plan/application	Needs assessment must include information about how the assessment was conducted. The county should use the LAC as a resource in the development of local plans, grant proposals and mental health services funding.	☑ Acknowledge
AMHI & CSP	Must meet requirements of Open Meeting Law	Meeting information posted where community members can find and access it. Meeting minutes and decisions are documented and publicly available.	☑ Acknowledge

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CONTRACT TERM Community Support Program Grant Contract Attachment B

CSP Budget Summary

This page will automatically update based on selections on the previous tabs.
No entry needed. Review only to ensure difference is $0.

Region or County	CSP Allocation	Amount budgeted	Difference
Nicollet - CSP	$185,984	$ 185,984	$ -

BUDGET SUMMARY #1		BUDGET SUMMARY #2		PROJECT TOTAL
BRASS Code	**TOTAL BUDGET #1**	**BRASS Code**	**TOTAL BUDGET #2**	
Fiscal host fee	$ -	Fiscal host fee	$ -	
402x - Community Education and Prevention	$ -	402x - Community Education and Prevention	$ -	
403x - Adult Client Outreach	$ -	403x - Adult Client Outreach	$ -	
408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	$ -	408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	$ -	
409x - Pre-petition Screening/Hearing	$ -	409x - Pre-petition Screening/Hearing	$ -	
416x - Transportation	$ -	416x - Transportation	$ -	
418x - Client Flex Funds	$ -	418x - Client Flex Funds	$ -	
419x - Court-related Services and Activities	$ -	419x - Court-related Services and Activities	$ -	
420x - Peer Support Services	$ -	420x - Peer Support Services	$ -	
431x - Adult Mobile Crisis Services	$ -	431x - Adult Mobile Crisis Services	$ -	
434x - Community Support Program Services	$ 63,000.00	434x - Community Support Program Services	$ 63,000.00	
436x - Adult Residential Crisis Stabilization	$ -	436x - Adult Residential Crisis Stabilization	$ -	
437x - Supported Employment / Individualized Placement and Support Services	$ -	437x - Supported Employment / Individualized Placement and Support Services	$ -	
438x - Assertive Community Treatment (ACT)	$ -	438x - Assertive Community Treatment (ACT)	$ -	
443x - Housing Subsidy	$ -	443x - Housing Subsidy	$ -	
446x - Basic living / Social Skills and Community Integration	$ -	446x - Basic living / Social Skills and Community Integration	$ -	
451x - Emergency Response Services	$ -	451x - Emergency Response Services	$ -	
452x - Adult Outpatient Psychotherapy	$ -	452x - Adult Outpatient Psychotherapy	$ -	
454x - Adult Outpatient Medication Management	$ -	454x - Adult Outpatient Medication Management	$ -	
468x - Adult Day Treatment	$ -	468x - Adult Day Treatment	$ -	
469x - Partial Hospitalization	$ -	469x - Partial Hospitalization	$ -	
474x - Intensive Residential Treatment Services (IRTS)	$ -	474x - Intensive Residential Treatment Services (IRTS)	$ -	
491x - Adult Rule 79 Targeted Case Management (TCM)	$ -	491x - Adult Rule 79 Targeted Case Management (TCM)	$ -	
493x - Adult General Case Management	$ 29,992.00	493x - Adult General Case Management	$ 29,992.00	
TOTAL CSP FUNDS #1	$ 92,992.00	TOTAL CSP FUNDS #2	$ 92,992.00	$ 185,984.00

Nicollet County Board of Commissioners
Board Meeting Agenda Item

Agenda Item:
Grant Project Agreement: Minnesota Special Supplemental Nutrition Program for Women, Infants and Children

Primary Originating Division/Dept.: Health and Human Services

Meeting Date: 11/26/2024

Contact: Cassandra Sassenberg Title: HHS Director

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: Cassandra Sassenberg Title: HHS Director

Attachments: (•) Yes ( ) No

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

BACKGROUND/JUSTIFICATION:

On November 12, 2024, Nicollet County's Board of Commissioners took action to enter into a Master Grant Agreement with the Minnesota Department of Health effective January 01, 2025. As part of the transition to a single-county Community Health Board, Nicollet County must enter into new grant project agreements with the Minnesota Department of Health for each of its program areas to establish funding for completing the responsibilities of local public health.

The Minnesota Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) grant project agreement is effective from January 01, 2025 through December 31, 2026. This grant does not have an identified award amount. Instead, local public health provides program services and seeks reimbursement. Reimbursement maximums are determined based on the average program participation of the previous year. For example, in 2024, our reimbursement maximum was $118,872.00. Health and Human Services uses these funds to support a nutrition and breastfeeding program that helps eligible pregnant women, new moms, babies, and young children with nutrition education, access to nutritious foods, and referrals to other services.

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 2025-2026 WIC Grant Project Agreement. If approved, signature by the Health and Human Services Director and Chair of the Board of Commissioners will be completed via DocuSign.

FISCAL IMPACT: Included in current budget (Select One)

If "Other", specify:

FUNDING
County Dollars =

Federal (Select One) Approximately $115,000.00

Total:

FTE IMPACT: No FTE change (Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

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Minnesota Department of Health
Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

Attachment: Grant Project Agreement
Contact for MDH: Kate Franken, 651-201-4403, kate.franken@state.mn.us

CHB SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of CHB: (as it appears in SWIFT): Nicollet County Community Health Board	**SWIFT Contract Number:** 202792	**MDH Program Name:** Minnesota Special Supplemental Nutrition Program for Women, Infants and Children
SWIFT Vendor Number: 0000197335 **SWIFT Vendor Location Code:** 008	**Effective Date:** January 1, 2025, OR the date all signatures are collected, and the agreement is fully executed, whichever is later. **Expiration Date:** December 31, 2026	**Total State Grant Funds:** $0 **Total Federal Grant Funds:** $0 **Total Grant Funds *(all funds)*:** $0

Docusign Envelope ID: 72DCE1D0-FB10-42A5-968D-7E306D97AF05

Minnesota Department of Health

Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("MDH") and Nicollet County Community Health Board, an independent organization, not an employee of the State of Minnesota, address 622 S Front Street, St. Peter, MN 56082 ("Grantee").

Recitals

1. MDH is empowered to enter into this grant project agreement under Minn. Stat. §§ 144.05, 144.0742 and Section 145.894(b) and Minnesota Rules 4617.0030 for the administration of the Minnesota Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program), and the Food and Nutrition Service of the U.S. Department of Agriculture (USDA) has promulgated Title 7, Code of Federal Regulations (7 C.F.R.) Part 246, under Section 17 of the Child Nutrition Act of 1966 (42 U.S. C1786), to carry out the WIC Program (CFDA#10.557).
2. MDH and Grantee have entered into Master Grant Agreement number 12-700-00116 ("Master Grant Agreement") effective January 1, 2025 or subsequent Master Grant Agreements and amendments and supplements thereto;
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform the activities according to the terms of this grant project agreement. Grantee agrees to minimize administrative costs as a condition of this grant project agreement pursuant to Minn. Stat. § 16B.98, subd 1.

Grant Project Agreement

1. **Incorporation of Master Grant Agreement**
   All terms and conditions of the Master Grant Agreement are hereby incorporated by reference into this grant project agreement.

2. **Term of Agreement**

   2.1. ***Effective date***
   January 1, 2025, or the date MDH obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later. Per Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH's Authorized Representative has notified Grantee that work may commence. No costs may be incurred prior to the grant project agreement being fully executed.

2.2. ***Expiration date***

December 31, 2026, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

3. Activities

3.1. ***MDH's Activities***

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2. ***Grantee's Activities***

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant agreement.

4. Award and Payment

MDH will award funds to Grantee for all activities performed in accordance with this grant project agreement.

4.1. ***Grant Award***

Reimbursement will be in accordance with Exhibit B, which is attached and incorporated into this grant project agreement.

4.2. ***Total Obligation***

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed an amount established in written funding letters, which upon available federal funds as outlined in Exhibit B. MDH may, at the option of MDH, withhold from such payment any or all amounts for which the Grantee is required to reimburse MDH under #10 of Exhibit A.

4.3. ***Terms of Payment***

4.3.1. ***Invoices***

MDH will promptly pay Grantee after Grantee presents an invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted monthly. The final invoice is due 90 calendar days after the expiration date of the grant agreement.

4.3.2. ***Federal Funds***

Payments under this grant project agreement will be made, in whole, or in part, from federal funds obtained by MDH through the award(s) listed in Exhibit C, including public law and all amendments. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. Conditions of Payment

All activities performed by Grantee pursuant to this grant project agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Applicable state laws include, but are not limited to, the Minnesota Human Rights Act (Minn. Stat. ch. 363A) which prohibits discrimination on the basis of race, color, creed, religion, national origin, sex, gender, identify, sexual orientation, age, marital status, public assistance status, familial status, and disability. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Authorized Representatives

6.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant project agreement is Kate Franken, WIC Program Director, Minnesota Department of Health, 625 Robert St. N, PO Box 64975, St. Paul MN 55164-0975, telephone number 651-201-4403, and email kate.franken@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Cassandra Sassenberg, 622 S Front St, St. Peter, MN 56082, 507-934-8573 cassandra.sassenberg@co.nicollet.mn.us, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

7. Ownership of Equipment and Supplies

7.1. *Equipment*

"Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds $10,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

7.2. *Supplies*

"Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of $10,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

8. **Publicity**
Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. As federal funding is being used for this grant project agreement, the federal program must also be recognized.

9. **Clerical Error**
Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of the Master Grant Agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Project Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

10. **Incentives**
When included in the approved Work Plan or Budget, the following language applies.

10.1. ***Handling of Incentives***
Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the provisions outlined in this section.

10.2. ***Separation of duties***
More than one Grantee staff person must be involved in the management and handling of the incentives. The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives. The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records. Handoff of incentive from one person to another must be documented.

10.3. ***Distribution of Incentives***
Incentives may only be used for approved purposes by MDH.

a) Only one incentive can be given to an individual per occurrence/event.

b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.

c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.

d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.

e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.

f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

10.4. ***Incentive tracking documentation***

The tracking documentation the Grantee is required to maintain must not contain any private data. The tracking system must record the following:

a) Number of incentives on hand, including starting balance and any additional incentives purchased;
b) Description of the incentives;
c) Quantity of incentive(s) distributed to each participant;
d) The last four digits of any pre-paid card number;
e) Value/amount;
f) A unique non-identifiable data point for each participant (e.g. case number, file number);
g) Date participant received incentive(s); and
h) Signature of Grantee staff member providing incentive(s) to participant(s).

10.5. ***Reconciliation***

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to MDH's Authorized Representative no less than two weeks after each reconciliation.

10.6. ***Subcontracting/Subgranting***

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

10.7. ***Lost or stolen incentives***

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

10.8. ***Invoicing***

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

10.9. ***Failure to Comply***

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a grant agreement for failure to comply with these requirements.

11. Other Provisions

11.1 MDH will provide-technical assistance and consultation to enable the Grantee to establish and administer a WIC Program.

11.2 MDH will provide appropriate forms and materials necessary to establish and administer a WIC Program.

11.3 MDH will provide access to 7 CFR Part 246 the Minnesota WIC Program Operations Manual, Minnesota Rules Chapter 4617, State policies and procedures, and other instructions and guidelines on a timely basis necessary to establish and administer a WIC Program.

11.4 MDH will provide training information for new Grantee staff.

11.5 In the event this agreement be completed or expire, terminate, or be cancelled on or before December 31, 2026, and in the absence of MDH and Grantee entering into a subsequent grant agreement under which Grantee will immediately continue to administer the WIC Program, the Grantee shall, within forty-five (45) days of the effective date of termination or cancellation shall:

a) Liquidate all unpaid obligations related to the WIC Program incurred prior to the end of the agreement and submit a detailed accounting of these cumulative expenditures to MDH;
b) Refund to MDH all remaining unexpended monies received from MDH under this agreement; and,
c) Remit to MDH all equipment, medical supplies, computer equipment, computer software, furniture, and furnishings purchased and/or utilized by the Grantee in the performance of its obligations under this agreement and related to and funded in part or whole by MDH.

11.6 Ownership of Equipment; Insurance on and Liability for Equipment.

a) Notwithstanding anything in the Master Grant Agreement, any equipment, medical supplies, computer equipment, computer software, furniture, and furnishings purchased and/or utilized by the Grantee in the performance of its obligations under this project-

agreement and related to and funded in part or whole by MDH (hereinafter collectively referred to as the "Equipment"), shall be the exclusive property of MDH and all of the Equipment shall be remitted to MDH by the Grantee upon completion, termination, or cancellation of this project agreement. The Grantee shall not use, willingly allow, or cause to have the Equipment used for any purpose other than performance of the Grantee's obligations under this project agreement, without the prior written consent of MDH.

b) The Grantee shall maintain insurance on all of the Equipment at all times unless and until MDH receives all the Equipment upon completion, termination, or cancellation of this project agreement. The insurance maintained by the Grantee shall cover all loss or damage to the Equipment caused by theft, vandalism, fire, or other casualty, and shall be in an amount sufficient to cover replacement of all Equipment with substantially identical items. In the event of any loss of or damage to any of the Equipment, including any loss or damage caused by Grantee or its agents or employees and any loss or damage from theft, vandalism, fire, or other casualty, the Grantee shall, at the expense of the Grantee, fully repair all damaged Equipment and replace all lost Equipment with substantially identical items. The Grantee shall not use any funds from MDH to repair or replace any lost, stolen, or damaged Equipment.

c) In the event of any computer breakdowns, including-any malfunction of computer hardware or software or both, the Grantee shall contact the Service Provider contracted by MDH to fully repair or, if necessary, replace the computer hardware or software or both to enable the computer hardware and software to operate properly. The Grantee shall not, without the prior written consent of MDH, modify the Equipment that is computer equipment or computer software.

11.7 Ownership of Materials and Intellectual Property Rights.

a) Notwithstanding anything in clause 10 of the Master Grantee Agreement, MDH shall own all rights, title and interest in all of the materials conceived or created by the Grantee, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this project agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("materials").

b) The Grantee hereby assigns to MDH all rights, title and interest to the materials. Grantee shall upon request of MDH, execute all papers and perform all other acts necessary to assist MDH to obtain and register copyrights, patents or other forms of protection provided by law for the materials. The materials created under this project agreement by the Grantee, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All the materials, whether in paper, electronic, or other form, shall be remitted to MDH by the Grantee upon completion,

termination, or cancellation of this project agreement. The Grantee, its employees and any subgrantees, shall not copy, reproduce, allow or cause to have the materials copied, reproduced, or used for any purpose other than performance of the Grantee's obligations under this project agreement without the prior written consent of MDH Authorized Representative.

c) Grantee represents and warrants that materials produced or used under this project agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this project agreement, amendments, and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11.8 Disputes Regarding Reimbursement by Grantee. If there is a dispute regarding whether or not the Grantee must reimburse MDH any moneys under Exhibit A, #10 of this grant project agreement, and if the WIC Program Director decides that the Grantee is required to reimburse MDH in any amount, then MDH may, at its option, withhold payment under clause 5. Consideration and Terms of Payment of this Project agreement, regardless of whether or not Grantee has requested an administrative hearing under Exhibit A of the Master Grant Agreement.

11.9 Understand that payments from MDH under this agreement may not be sufficient to pay all expenses incurred by the Grantee in performing services pursuant to this agreement. If payments from MDH are insufficient to pay all such expenses, this shall not relieve the Grantee of any of its duties under this agreement.

11.10 The Grantee is responsible for holding any subcontracting entities to the same standards required of the Grantee in this agreement.

11.11 Must comply with 7 CFR Part 246.26 and MOM as it applies to all WIC data created, collected, received, stored, used, maintained, or disseminated as a part of this grant agreement. WIC data that individually identify an applicant or participant and/or family member(s) are private data and must be protected as such.

11.12 Survival of Terms. The following paragraphs survive the expiration or cancellation of this project agreement: 11.7. Ownership of Materials and Intellectual Property Rights; and 11.8. Disputes Regarding Reimbursement by Grantee.

12. **Termination**

Docusign Envelope ID: 72DCE1D0-FB10-42A5-968D-7E306D97AF05

12.1. ***Termination by MDH or Grantee***
MDH or Grantee may terminate this grant agreement without cause, with at least 21 calendar days' written notice (i.e., by mail, email, or both) to the other party. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed.

12.2. ***Termination for Cause***
MDH may immediately terminate this grant agreement if MDH finds there has been a failure to comply with the provisions of this grant agreement, that timely progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. MDH may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

12.3. ***Termination for Insufficient Funding***
MDH may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding sources; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written notice to Grantee; i.e., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

12.4. ***Termination by Commissioner of Administration***
The Commissioner of Administration may immediately and unilaterally cancel this grant agreement if further performance under the agreement would not serve MDH's purposes or is not in the best interests of the State of Minnesota.

[Signatures on following page]

Docusign Envelope ID: 72DCE1D0-FB10-42A5-968D-7E306D97AF05

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Rachel LeBlanc Digitally signed by Rachel LeBlanc Date: 2024.11.13 08:04:44 -06'00'

SWIFT Contract & Initial PO: 202792/3000114143/REQ 764_2

2. Grantee

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

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature:
(with delegated authority) _____

Title: _____

Date: _____

Distribution:
All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

Docusign Envelope ID: 72DCE1D0-FB10-42A5-968D-7E306D97AF05

Exhibit A – Grantee's Activities / Scope of Work

Grantee is expected to perform the following activities. Modifications to Exhibit A must be discussed with MDH. MDH will communicate, in writing, with Grantee as to whether modifications are approved or require a formal grant amendment.

Activity/Work Plan	Responsible Party	Completion Date
1. Perform all Local Agency duties and administer a WIC Program within its designated service area or population in an efficient and effective manner and in compliance with: the most recent edition of the Minnesota WIC Program Operations Manual (hereinafter MOM); Minnesota Rules Chapter 4617; 7 C.F.R. Parts 15, 15a, 15b, 246 and 3015 to 3019; 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and USDA guidelines and instructions.	*Local Agency*	*During grant period*
2. Offer WIC Services by the Application for the Administration of a Local WIC Program, through January 1, 2025, to December 31, 2026 (Grantee's application as may be amended by written agreement between the parties), and is hereby made a part of this agreement, which includes Grantee's designated service area or population. In cases of conflict between this agreement and the Grantee's Application, this agreement shall govern.	*Local Agency*	*During grant period*
3. Employ sufficient competent professional authorities capable of performing, in accordance with MOM, Minnesota Rules Chapter 4617, and 7 CFR Part 246, the following duties described in MOM: performing WIC Program certification procedures; providing nutrition education and referrals; and providing services to high-risk participants.	*Local Agency*	*During grant period*
4. Determine eligibility and certify persons eligible for the WIC Program according to established certification procedures, document certification actions, provide WIC Program benefits on a timely basis to certified persons, and reassess eligibility at the prescribed intervals.	*Local Agency*	*During grant period*
5. Make available appropriate health services to participants and inform applicants of the health services which are available. Health services may be made available through referral.	*Local Agency*	*During grant period*
6. Develop a nutrition education plan, including breastfeeding promotion, which: (1) is consistent with 7 CFR, section 246.11, paragraph (d)(2), as amended; (2) is consistent with Minnesota	*Local Agency*	*During grant period*

Activity/Work Plan	Responsible Party	Completion Date
Rules, Chapter 4617; (3) is consistent with MOM; (4) includes the criteria used to select participants for high-risk nutrition education; and (5) includes the		
7. Provide nutrition education and breastfeeding promotion to WIC Program participants in accordance with the Grantee's Nutrition Education Plan.	*Local Agency*	*During grant period*
8. Serve WIC participants and perform WIC Program certification procedures using MDH's WIC Information System provided by MDH.	*Local Agency*	*During grant period*
9. Establish and maintain accountability and inventory control over WIC Cards.	*Local Agency*	*During grant period*
10. Reimburse MDH for payments previously paid to the Grantee pursuant to Clause 5 of this agreement for costs found to be in excess of the Grantee's written grant letters; for costs deemed to be improper, unallowable, or undocumented as the result of an audit, review or other examination; and for the cashed value of any WIC Program food benefits which may be stolen from or lost by the Grantee or issued by the Grantee to persons other than properly certified WIC Program participants or their authorized proxies.	*Local Agency*	*During grant period*
11. Maintain complete, accurate, documented and current program and fiscal records and files on a federal fiscal year basis (October 1st through the following September 30th), in accordance with MDH financial management requirements, rules, policies and procedures including MOM, 7 CFR Parts 246 and 3015 to 3019, 45 CFR Part 92, and USDA guidelines and instructions, including source documentation to support WIC Program activities and expenditures made under the terms of this agreement.	*Local Agency*	*During grant period*
12. Submit timely reports to MDH, as specified in MOM or requested by MDH.	*Local Agency*	*During grant period*
13. During normal working hours, provide access to authorized representatives or agents of USDA, the Department of the Comptroller General of the United States, MDH, the Legislative Auditor, the State Auditor, and any independent auditor	*Local Agency*	*During grant period*

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Activity/Work Plan	Responsible Party	Completion Date
designated by MDH, to the Grantee's records, documents, financial statements, and accounting procedures and practices related to this agreement for purposes of inspecting, auditing, or copying, and as may be necessary for MDH to comply with the Single Audit Act of 1984, as amended (31 U.S.C. section 7501 et seq.), 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.		
14. Maintain records sufficient to reflect all costs incurred by the Grantee in its performance of this agreement. Tribal Agencies follow General Services Administration (GSA) rules and regulations.	*Local Agency*	*During grant period*
15. Use the MDH's WIC Information System to maintain participant records on file and have records available for review, audit, and evaluation.	*Local Agency*	*During grant period*
16. Provide local agency IT support for nonstandard images and if using local computers with the WIC Information System. Support the network including addressing any connectivity issues.	*Local Agency*	*During grant period*
17. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.	*Local Agency*	*During grant period*

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Activity/Work Plan	Responsible Party	Completion Date
18. Ensure that the Grantee does not discriminate against any person on the grounds of race, color, national origin, age, sex, or disability.	*Local Agency*	*During grant period*
19. To permit the effective enforcement of the above clauses 16 and 17 of this Exhibit A, compile data, maintain records, and submit reports as required by MDH.	*Local Agency*	*During grant period*
20. Ensure that all new Grantee staff must be trained as specified in MOM.	*Local Agency*	*During grant period*
21. Cooperate with MDH in connection with monitoring reviews performed under 7 C.F.R. § 246.19(6).	*Local Agency*	*During grant period*
22. If MDH's report of a monitoring review of the Grantee contains a finding of program noncompliance, the Grantee shall submit to MDH a corrective action plan, including implementation timeframes, by the deadline specified by MDH.	*Local Agency*	*During grant period*
23. If MDH disapproves of the corrective-action plan, the Grantee shall submit to MDH, by the deadline specified by MDH, another corrective action plan that addresses the reasons for disapproval	*Local Agency*	*During grant period*
24. If MDH approves a corrective action plan, the Grantee shall comply with the plan	*Local Agency*	*During grant period*
25. Ensure that no conflict of interest exists between the Grantee and MDH.	*Local Agency*	*During grant period*
26. Ensure that no controlling person of any Minnesota WIC vendor and no spouse, child, or parent of any controlling person of any Minnesota WIC vendor: a. Is employed by the Grantee in a capacity that allows the employee access to WIC benefits; or, b. Has a direct or indirect financial interest in the Grantee.	*Local Agency*	*During grant period*

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Activity/Work Plan	Responsible Party	Completion Date
27. Any digital materials created, and shared outside of the Grantee's organization, Grantee is required to comply with State of Minnesota's Digital Accessibility Standard. This requirement flows down to any subcontractors and or any third-party entity the Grantee may utilize and compensate with MDH grant funds. The statewide Standard can be viewed online at https://mn.gov/mnit/assets/MinnesotaStateAccessibilityStandard-v.4.0_tcm38-607575.pdf.	*Local Agency*	*During grant period*

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Exhibit B – Grantee's Budget

(a) Consideration and Payment.

The Grantee will be paid by notification of their grant amount through annual funding letters, in an amount that will be based on available federal funds and the Grantee's projected participation for the upcoming year. The Grantee will be reimbursed monthly based on claimed expenses as outlined in Exhibit A, #10 of this grant agreement.

Invoices. MDH will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and MDH's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Submit by the 20th of the month following services for the months of October through August of each fiscal year. The Grantee shall submit the September invoice to MDH on or before December 20th following the end of each federal fiscal year (September 30th). Payments for said federal fiscal year might not be made for claims filed after this date.

MDH agrees to:

1. Provide grant funding on a per participant basis, or for Grantee's with fewer than 100 participants served per month, funding at a base level, in an amount, which is determined periodically based on available federal funds.
2. Provide supplemental funding to reimburse Grantee for allowable grant expenses such as excess clinic travel costs, participation in MDH-sponsored work groups or MDH-sponsored trainings, or for other activities as approved by MDH. Determination for the amount of such supplemental funding shall be made by MDH after reviewing the availability of federal funds for those purposes.

(b) Total Obligation.

The total obligation of MDH for all compensation and reimbursements to the Grantee under this grant agreement will not exceed an amount established in written funding letters, which upon available federal funds, not to exceed an amount established in written funding letters, which upon execution of the Commissioner of Health shall be incorporated into this Grant Agreement. Payment of services shall be contingent upon receipt of funds from USDA. The MDH may, at the option of MDH, withhold from such payment any or all amounts for which the Grantee is required to reimburse MDH under #10 of Exhibit A.

Grantee's Indirect Cost Rate for this Grant Agreement is as follows. MDH will notify Grantee, in writing, if the rate allowed changes and the effective date of such change.

☐ Indirect costs are not allowed by Funder

☐ Indirect costs are allowed by Funder (select ONE):

☒ Funder has capped indirect costs at a rate of 15%

☐ Grantee has a federally negotiated indirect cost rate agreement ("NICRA"). If NICRA changes, Grantee must provide MDH an updated copy; MDH will comply with Grantee's current NICRA.

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Exhibit C – Federal Funds

Payments under this Grant Project Agreement will be made from federal funds obtained by MDH, under the federal award(s) listed below. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with federal requirements.

Federal Award Information

Grantee Specific Required Information for Federal Funds	
Grantee's Unique Entity Identifier (UEI) Name	Nicollet County
Grantee's Unique Entity Identifier (UEI) Number	FM1HRXZU4986

Federal Award Required Information	
Name of Federal Awarding Agency	United States Department of Agriculture.
Assistance Listing Name *(formerly Catalog of Federal Domestic Assistance, "CFDA")*	WIC Special Supplemental Nutrition Program for Women, Infants, and Children
Assistance Listing Number	10.557.
Name of Authorizing Act/Law & Year:	Title 7, Part 246 of the Child Nutrition Act of 1966
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	22MN004W1003.

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Federal Award Required Information	
Federal Award Date *(Date MDH received federal grant)*	01/01/2025.
Award for Research and Development?	☐ Yes ☒ No
Project Description	Minnesota is authorized to enter into contractual agreements for the administration of the Minnesota Special Supplemental Nutrition Program for Women, Infants and Children, and the Food Nutrition Service of the U.S. Department of Agriculture
Total Amount of Federal Award Received by MDH	$38,213,123
Amount of funding from this federal award MDH is issuing to Grantee	$TBD

DocuSign

Certificate Of Completion

Envelope Id: 72DCE1D0FB1042A5968D7E306D97AF05 Status: Sent

Subject: Complete with Docusign: Grant Agreement btw MDH and Nicollet CHB for Special Supplemental Nutrition

Source Envelope:

Document Pages: 19 Signatures: 0 Envelope Originator:

Certificate Pages: 2 Initials: 0 Lavendah Okwoyo

AutoNav: Enabled 625 Robert St. N

EnvelopeId Stamping: Enabled PO Box 64975

Time Zone: (UTC-06:00) Central Time (US & Canada) St. Paul, MN 55164

lavendah.okwoyo@state.mn.us

IP Address: 156.98.136.30

Record Tracking

Status: Original Holder: Lavendah Okwoyo Location: DocuSign

11/14/2024 12:46:12 PM lavendah.okwoyo@state.mn.us

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: Department of Health Location: DocuSign

Signer Events	Signature	Timestamp
Cassandra Sassenberg Cassandra.sassenberg@co.nicollet.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 11/14/2024 1:19:43 PM Viewed: 11/19/2024 3:25:52 PM
Terry Morrow Terry.morrow@co.nicollet.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
MDH Delegated Authority health.delegated_signature@state.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Breanna Allen breanna.allen@co.nicollet.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
CFH Operations health.cfhoperations@state.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
MDH Encumbrance health.encumbrance@state.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Rebecca Gruenes Rebecca.gruenes@state.mn.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2024 1:19:43 PM

Payment Events	Status	Timestamps

Nicollet County Board of Commissioners
Board Meeting Agenda Item

Agenda Item:
2025 Nicollet County Community Health Board: Execution of County Contract Agreements

Primary Originating Division/Dept.: Health and Human Services

Meeting Date: 11/26/2024

Contact: Cassandra Sassenberg Title: HHS Director

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: Cassandra Sassenberg Title: HHS Director

Attachments: (•) Yes ( ) No

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

BACKGROUND/JUSTIFICATION:

In October of 2023, the Brown-Nicollet Community Health Board acted to dissolve and provide notice of one calendar year to the Minnesota Department of Health. On August 27, 2024, Nicollet County's Board of Commissioners passed a resolution to form Nicollet County's Community Health Board, effective January 01, 2025. Nicollet County must enter into new grant project agreements with the Minnesota Department of Health for each of its program areas to establish funding for completing the core responsibilities of local public health. These grants are not new to Nicollet County but rather are grant agreements that must end and be re-initiated as part of the process moving from a multi-county Community Health Board to a single-county Community Health Board. In order to efficiently complete these agreements prior to January 01, 2025, the Health and Human Services Director is requesting authorization for the Health and Human Services Director and Chair of the Board of Commissioners to approve and execute these contracts.

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 resolution authorizing the Health and Human Services Director and the Chair of the Board of Commissioners to approve and execute 2025 Community Health Board contracts via DocuSign.

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING
County Dollars =

Other
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

RESOLUTION TO AUTHORIZE GRANT AGREEMENT EXECUTION

WHEREAS, effective January 01, 2025, Nicollet County will become a single-County Community Health Board; and

WHEREAS, on November 12th, 2024, Nicollet County entered into a Master Grant Agreement with the Minnesota Department of Health effective January 01, 2025 through December 31, 2029; and

WHEREAS, Nicollet County must enter into new grant project agreements with the Minnesota Department of Health for each of its program areas to establish funding for completing the core responsibilities of local public health; and

WHEREAS, this Board has familiarity with the grant project agreements as the subject grants were previously awarded to the Brown-Nicollet Community Health Board. The full Board of Nicollet County Commissioners served on the Brown-Nicollet Community Health Board; and

WHEREAS, this Board believes a more expeditious handling of such grant project agreements may be obtained by delegating approval authority to the Director of the Nicollet County Health and Human Services and the Chair of the Nicollet County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED, that the Nicollet County Board of Commissioners authorizes the Director of Nicollet County Health and Human Services and the Chair of the Nicollet County Board of Commissioners to approve and execute the 2025 grant project agreements with the Minnesota Department of Health.

Dated this 26th day of November, 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:
Discussion of the Brown-Nicollet Community Health Board

Primary Originating Division/Dept.: Health and Human Services

Meeting Date: 11/26/2024

Contact: Mandy Landkamer Title: County Administrator

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 10 minutes

Presenter: Michelle Zehnder Fischer Title: County Attorney

Attachments: ○ Yes ◉ No

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

BACKGROUND/JUSTIFICATION:

Nicollet County gave notice to the Brown-Nicollet Community Health Board (BNCHB) of its intent to withdraw from its Joint Powers Agreement, effective January 1, 2025. The joint powers agreement provides that all property and funds of the BNCHB shall be distributed equally between parties to the joint powers agreement.

Pursuant to Minn. Stat. § 13D.05, subd. 3(b), a closed meeting of the Nicollet County Board of Commissioners is needed to discuss potential litigation and legal strategy involving the Elixir Building owned by BNCHB. Following the closed session, Board action may be taken based upon the information provided during the closed session.

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:

The County Board participate in a closed session to discuss potential litigation and legal strategy and take action in open session as may be warranted.

FISCAL IMPACT: No fiscal impact (Select One)

If "Other", specify:

FUNDING
County Dollars =

State

(Select One)

Total:

FTE IMPACT: No FTE change (Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

Nicollet County Board of Commissioners
Board Meeting Agenda Item

Agenda Item:
Resolution to Ratify the Disposition of the Brown-Nicollet Community Health Board Real Property Known as the Elixir Building and the Elixir Fund

Primary Originating Division/Dept.: Health and Human Services

Meeting Date: 11/26/2024

Contact: Mandy Landkamer Title: County Administrator

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: Title:

Attachments: (•) Yes ( ) No

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

BACKGROUND/JUSTIFICATION:

Nicollet County gave notice to the Brown-Nicollet Community Health Board (BNCHB) of its intent to withdraw from its Joint Powers Agreement, effective January 1, 2025. The joint powers agreement provides that all property and funds of the BNCHB shall be distributed equally between parties to the joint powers agreement.

The BNCHB owns the Elixir Building, located at 2100 Broadway Street North, New Ulm, Minnesota as well as an account related to the Elixir Building. The BNCHB took action on September 27, 2024 regarding the division of the Elixir assets.

A resolution has been prepared for the Board's consideration to ratify the division of the Elixir assets.

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:

Consider the resolution to ratify the division of Elixir assets.

FISCAL IMPACT: No fiscal impact (Select One)

If "Other", specify:

FUNDING
County Dollars =

State

(Select One)

Total:

FTE IMPACT: No FTE change (Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

RESOLUTION TO RATIFY THE DISPOSITION OF THE BROWN-NICOLLET COMMUNITY HEALTH BOARD REAL PROPERTY KNOWN AS THE ELIXIR BUILDING AND THE ELIXIR FUND

WHEREAS, Brown County and Nicollet County jointly formed the Brown-Nicollet Human Services Board through the adoption of a Joint Powers Agreement in 1990, that was further amended and revised by the Joint Powers Agreement between Brown and Nicollet Counties as a Joint Community Health Board, signed on August 12, 2009, by Brown County, and on August 6, 2009, by Nicollet County. This joint powers board is now known as the Brown-Nicollet Community Health Board; and

WHEREAS, the Brown-Nicollet Human Services Board purchased the Elixir Building, located at 2100 Broadway Street North, New Ulm, Minnesota, on November 24, 1980. The Brown-Nicollet Human Services Board executed a quit claim deed to the Brown-Nicollet Community Health Board (hereinafter "BNCHB") on December 21, 1990; and

WHEREAS, BNCHB maintains reserve dollars in a fund balance known as the "Elixir" funds that contains the rents collected from the tenants of this building; and

WHEREAS, Nicollet County gave notice to the BNCHB of its intent to withdraw from the BNCHB Joint Powers Agreement, effective January 1, 2025; and

WHEREAS, the BNCHB has worked toward unwinding the business of BNCHS based upon the termination of the joint powers agreement, including the disposition of property and funds, in accordance with Article 8, Withdrawal and Termination, paragraph 8.3, of the Joint Powers Agreement that provides that "any property and/or funds under the control of the Community Health Board shall be distributed equally to each Party"; and

WHEREAS, the Board of the BNCHB consists of all five (5) Brown County Commissioners and all five (5) Nicollet County Commissioners. The Board has engaged in multiple discussions regarding how to distribute the equity in the Elixir Building, owned by BNCHB, and the "Elixir" fund balance; and

WHEREAS, the BNCHB Board voted unanimously at its September 27, 2024, Board Meeting that Brown County would pay to Nicollet County the sum of $400,000.00 for Nicollet County's one-half ownership interest in the Elixir Building; and

WHEREAS, the BNCHB Board voted unanimously at its September 27, 2024, Board Meeting that "Elixir" fund (approximate total balance of 191,655.00) will be split evenly between Brown County and Nicollet County, with each county receiving the approximate sum of $95,827.50; and

WHEREAS, Nicollet County wishes to ratify decision of the BNCHB related to the distribution of funds for the Elixir Building and the "Elixir" fund; and

NOW THEREFORE BE IT RESOLVED, as follows:

1. Nicollet County agrees to accept $400,000.00 as and for its portion of the property commonly referred to as the Elixir Building, located at 2100 Broadway Street North, New Ulm, Minnesota, owned by the Brown Nicollet Community Health Board.

2. Nicollet County agrees to accept one-half of the "Elixir" fund balance $95,872.50 (total balance $191,655.00) as and for the equal distribution of fund balance commonly referred to as the "Elixir" account.

3. The Nicollet County Administrator is authorized to take appropriate action to affect the fund transfers.

Dated this _____ day of _____, 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:
Non-Licensed Law Enforcement Collective Bargaining Agreement for 2025

Primary Originating Division/Dept.: Human Resources

Meeting Date: 11/26/2024

Contact: Kristy Larson Title: HR Director

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: Kristy Larson Title: HR Director

Attachments: ○ Yes ◉ No

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

BACKGROUND/JUSTIFICATION:

This portion of the meeting is closed for labor negotiations pursuant to Minnesota Statutes Chapter 13D.03 to discuss the Non-Licensed Union Contract for 2025.

Supporting Documents: ○ Attached ◉ In Signature Folder ○ None

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

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

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

ACTION REQUESTED:

Approve the Non-Licensed Law Enforcement Collective Bargaining Agreement for 2025.

FISCAL IMPACT: Other (Select One)

If "Other", specify:

FUNDING
County Dollars =

Other (Select One)

Total:

FTE IMPACT: No FTE change (Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

November 12, 2024
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, November 12, 2024, following adjournment of the regular Board of Commissioners meeting. Present at the meeting were Commissioners Morrow, Dranttel, Kolars, Dehen, and Zins. Also present were County Administrator Mandy Landkamer and County Attorney Zehnder Fischer.

Approval of Agenda

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

Consent Agenda

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the consent agenda item as follows:

a. October 22, 2024 Drainage Authority Minutes

Carried unanimously.

Public Appearances:

Lynn Fluegge appeared before the Drainage Authority with concerns related to CD86A

Adjourn

The meeting was adjourned at 9:52 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

DRAFT

Nicollet County Drainage Authority Meeting Agenda Item

Agenda Item:
Consider Addendum 1 & 2 Recommendations for CD 86A Pumping Station

Primary Originating Division/Dept.: Public Works-Ditches

Meeting Date: 11/26/2024

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

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 15 minutes

Presenter: Nate Henry Title: Ditch Inspector

Attachments: (•) Yes ( ) No

County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets

BACKGROUND/JUSTIFICATION:

Houston Engineering (Chris Otterness) has submitted two addendums to their September 11, 2024 report that assessed alternatives to repair deficiencies in the CD 86A Pumping Station Improvement Project which included prioritization of those repairs. Included in the Drainage Authority packet is copies of both addendums.

Addendum #2 addresses an alternate solution to repair of the 84" slide gate. HEI is proposing to install a slide gate on the 8ftX8ft box culvert that connects to the pumping structure in lieu of repairs to the 84" slide gate. Benefits noted with this proposed change are the potential ability to completely isolate the pump chamber from influx of water during winter month or during rehab/maintenance activities, will decrease the amount of cold winter airflow into the pump chamber potentially mitigating ice buildup in chamber and pumps which therefore would allow the pumps to remain in the chamber over the winter months. This would then only require that the pumps be pulled every third year for maintenance which would result is significant cost savings. Cost of installing the gate on the 8ftX8ft box culvert is anticipated to be the same or less than the estimated cost to repair the 84" slide gate.

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:

Acknowledge receipt of Addendums 1&2 and authorize implementation of all recommendations contained in both addendums.

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

FINAL

Technical Memorandum

To: Seth Greenwood, PE
Nate Henry
Nicollet County Drainage Authority

From: Chris Otterness, PE
Houston Engineering, Inc.

Subject: CD 86A Pumping Station
Addendum to Final Design Report

Date: October 9, 2024

Project: R006162-0012

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

October 9, 2024

Christopher C. Otterness Date
Reg. No. 41961

On September 11, 2024, Houston Engineering Inc. (HEI) prepared a report assessing alternatives to repair deficiencies in the CD 86A Pumping Station Improvement Project including prioritization of these repairs. The report was presented to the Nicollet County Drainage Authority at a workshop on September 17, 2024 and at a landowner meeting on September 24, 2024. Following the landowner meeting, the Drainage Authority ordered the implementation of four of the recommended repairs from the report. These included:

- Alternative 2B: Abandon the existing overflow
- Alternative 3B: Replace the 84' slide gate
- Alternative 5E: Construct a post frame building around the existing building; and
- Alternative 6B: Repair the erosion under the discharge pipes.

With consideration of significant landowner input and concern regarding the proposed alternative to address overwintering of the pumps, the Drainage Authority requested HEI to provide supplemental information and investigation on this issue including:

1. detail on the types of damages that could result from ice build-up;
2. addressing challenges with pump reinstallation in spring; and
3. consideration of alternatives for avoiding ice accumulation including infrared heaters.

This addendum to the September 11, 2024 report addresses these items and provides an update on prioritization and timing of repairs.

OVERWINTERING OF PUMPS

RISKS OF LEAVING PUMPS INPLACE OVER WINTER

The supplier of the pumps for the CD 86A pumping station (Quality Flow Systems - QFS) was consulted regarding implications of leaving the pumps in frozen conditions and potential of damage that could occur during start-up. There are two types of pumps in the station: a smaller submersible (jockey) pump and two larger propeller (main) pumps. The QFS representative discouraged leaving any of the pumps in the chamber over the winter or starting them up with any ice present in the chamber. However, he noted propeller pumps had the greatest risk of damage and the highest repair/replacement costs. The risks to these pumps is substantially greater than submersible pumps for a variety of reasons including the higher rotational speeds and the higher moment of inertia of the rotating components. The following is a summary of potential risks that were noted:

Jockey Pump

- Ice expansion can crack seals
- Ice movement in the chamber can potentially rip out the power cable
- Ice can potentially block flow into the pump, causing cavitation or for it to "run dry". This also can damage the seals and the impeller.

Generally, these issues have a greater risk to causing downtime to the pump but are less likely to be catastrophic.

Main Pumps

- Ice expansion can bend the blade of the prop.
- Large hunks of ice sucked into the pump while running could bend or break the prop
- Running the pump with a bent or broken prop will throw the whole system out of balance. This can result in damages ranging from blown bearings to breaking the shaft.
- Freeze-up of water in the pump discharge above the propeller could cause a pressure build-up that could crack the pump housing and/or cause damage to the propeller.

The types of failure that can result from ice damage to these pumps can generally be considered "catastrophic" with high cost and significant downtime.

PUMP REINSTALLATION IN SPRING

Some landowners have expressed concern regarding spring performance of the pumping station if the pumps are removed over winter. One of the landowner concerns is that the pumps will not be able to be reinstalled if there is ice in the chamber, and that pumping is necessary to induce flow to enable the ice to break up. However, as noted above, running the pumps with ice present in the chamber must be avoided as it puts the pumps at great risk of damage, particularly given that the current pumps are constructed with very fine tolerances and are at substantial more risk for high-cost

damage than the prior pumping system at this location. If the pumps are not used to clear the chamber of ice, then it is not necessary to have the pumps installed with thick ice conditions.

Another concern is that during the spring thaw the gravel access road may become soft and a crane may have difficulty accessing or leaving the site, which could result in downtime of the pump station. Although no significant difficulties occurred last winter in accessing the site, there was below average winter precipitation and snowfall and above average temperatures. A winter with normal to above normal precipitation could result in soft areas on the road during the spring thaw. It will remain important to coordinate with the crane owner well in advance of both fall removal and spring reinstallation to confirm accessibility. One way to reduce the risk of pump station downtime is to leave the jockey pump in place during the winter. This will result in the potential risk of an increase in pump damage (though substantially less than leaving the main pumps in place) but will decrease the risk of spring pumping station downtime.

AVOIDING ICE ACCUMMULATION IN PUMP CHAMBER

Several options have been explored to attempt to eliminate ice build-up in the pump chamber over the winter, including various types of heating systems and mixers. There are a number of challenges that are common to any of these options.

- Though the bottom of the pumping station is 24 feet below the top slab grade, it is only approximately 6 feet lower than the 8x8 box culvert opening. This allows cold air to circulate unabated into the chamber and negates most of the insulating effect of the surrounding soils.
    - Actions could be taken to reduce the airflow into the chamber by placing a tarp and/or plywood over the grate over the winter. However, removal of these in the spring could be problematic if ice and/or water builds up over tarp/plywood.
- None of the options will be functional if power is lost to the system.
- Heaters will need to be operated and monitored regularly. The access road would need to be cleared of snow during the winter. Most options that could be potentially used at the pump station cannot be run 24/7.

Infrared heaters were cited by a landowner as a potential option. These heaters focus their heat exchange on walls and other solid options, rather than heating the air. Most infrared heaters require propane or natural gas (which is not currently available on site), although some smaller models are available in an electric-only configuration. Using an infrared heater in this configuration will not uniquely address any of the challenges indicated above.

An infrared heating specialist was consulted to further vet the feasibility of infrared heaters in this application. To effectively heat the water accumulated in the chamber, approximately six infrared heaters would need to be located within 6 to 8 feet of the chamber bottom and mounted to the walls. The heaters are not rated for water submersion and thus would need to be removed each spring

ahead of the spring snowmelt and reinstalled each fall. The logistics of removing the heaters in the spring with snowmelt imminent or occurring create a significant risk to both equipment and human life. In addition, the heaters would not remove the risk of the discharge pipes freezing, which could likewise result in a pump failure. Based on the research completed, infrared heaters are not a feasible alternative.

RISK VS. COST

Ultimately, the decision of how to address the overwintering of the pumps is dependent on a weighing of risk tolerance (both in repair costs and lost pumping time) versus long-term predicted cost. The drainage system may save $20,000-30,000 annually through an alternative that avoids pulling the pumps two out of every three years (the pumps will need to be pulled at least once every three years for required maintenance). However, this programmed savings could come at a cost of a catastrophic pump failure (replacement cost of a main pump is estimated at approximately $250,000, including parts and labor). Due to the lead time required to construct and ship a pump from overseas, it may take 3 to 4 months to replace the pump if damaged.

The Drainage Authority should continue to reevaluate the performance and/or risks of overwintering alternatives as repairs are completed to enable flow to be cut off from the pump chamber and with the experience of varied winter conditions.

TIMING OF REPAIRS - UPDATE

The 9/11/24 report recommended prioritizing the replacement of the 84” slide gate, abandonment of the overflow pipe, and the repairs to the discharge pipe outlets as Fall 2024 repairs. However, the supplier of the slide gates for the original improvement project has indicated a wait time of approximately 22-26 weeks for a slide gate at the 84” pipe. This extended period is due to the slide gate being a custom size, that will require time for shop drawing preparation and for manufacturing. These factors are common regardless of who supplies the gate. As such, late fall repair appears to be infeasible. We therefore recommend that these repairs be contracted as soon as possible, with an anticipated construction time of late summer or early fall of 2025 (when water pumping demands will be less). We continue to recommend prioritization of the pump controls enclosure for winter of 2024/2025.

Technical Memorandum

To: Seth Greenwood, PE
Nate Henry
Nicollet County Drainage Authority

From: Chris Otterness, PE
Houston Engineering, Inc.

Subject: CD 86A Pumping Station
Addendum #2 to Final Design Report

Date: November 18, 2024

Project: R006162-0012

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

November 18, 2024

Christopher C. Otterness Date
Reg. No. 41961

On September 11, 2024, Houston Engineering Inc. (HEI) prepared a report assessing alternatives to repair deficiencies in the CD 86A Pumping Station Improvement Project including prioritization of these repairs. The Drainage Authority ordered the implementation of four of the recommended repairs from the report. These included:

- Alternative 2B: Abandon the existing overflow
- Alternative 3B: Replace the 84' slide gate
- Alternative 5E: Construct a post frame building around the existing building; and
- Alternative 6B: Repair the erosion under the discharge pipes.

An addendum to the Design Report dated October 9, 2024 provided supplemental information and investigation on the risks of leaving pumps in place over the winter, risks of reinstalling pumps in spring, addressing ice accumulation in the pump chamber, and evaluation of risk vs. cost.

Since then, an additional alternative to address water inundation into the pump chamber (issue #4 from the 9/11/24 report) has been conceptualized. This alternative would utilize an 8-foot wide slide gate on the box culvert apron at the entrance of the pump chamber to isolate the pump chamber from the ditch over the winter. This alternative could potentially save considerable cost in pulling the pumps over winter. A detailed description of this alternative follows.

ALTERNATIVE 4G: SLIDE GATE ON BOX CULVERT APRON

DESCRIPTION

This alternative consists of an aluminum slide gate placed near the entrance of the pump chamber at the box culvert invert. This slide gate would be approximately 8-feet wide by 8-feet tall and is

intended to prevent water intrusion into the pump chamber over winter.[1] As such, Alternative 4A (pull pumps annually with a crane) may no longer be necessary. Likewise, Alternative 3B (replace 84" slide gate) would not be necessary as it would effectively replace the primary purposes of that slide gate.

The proposed slide gate on the box culvert apron would function similar to the slide gate on the 84" culvert. Aluminum channels would be bolted to the base and sides of the existing box culvert to provide a location for the gate to seat into (see **Figure 1** on next plage). The slide gate would include an identical raising/lowering mechanism to the existing gate. As with Alternative 3B, we recommend that an electric motor actuator be installed to ease the operation of the gate. The box culvert grate will need to be temporarily removed to allow installation and will need to be permanently modified to allow the slide gate to protrude past the gate.

Although this slide gate is slightly larger than the 84" culvert slide gate, it will be approximately the same cost ($110,000), or somewhat less expensive, to install the box culvert slide gate due to the lesser amount of retrofitting required to enable its installation.

EFFECT OF BOX CULVERT SLIDE GATE

When combined with the removal of the existing overflow pipe, the box culvert slide gate will provide the potential to isolate the pump chamber from influx of water during winter months or during rehabilitation/maintenance activities. This may allow the pumps to be left in place over the winter and eliminate the annual need to pull and reinstall the pumps via crane (pumps would still need to be pulled at least once every three years for servicing).

Please note that with nearly any stormwater control structure, there is some potential for leakage, even if the structure is properly constructed pursuant to the manufacturer's specification. The manufacturer's acceptable leakage rate is a small fraction of the leakage currently experienced on the 84" culvert slide gate, but still enough to result in significant accumulation within the pump chamber. The slide gate can also be overtopped if water levels in the ditch exceed 8 feet in depth; however, this scenario appears unlikely for conditions when the slide gate would be used (winter months and during pump rehabilitation).

The slide gate will also substantially decrease airflow into the pump chamber over the winter months, which diminish the cooling effect of winter weather conditions inside of the pump chamber.

[1] This is contingent upon the implementation of Alternative 2E (abandonment of overflow). There would be a narrow gap at the top of the slide gate that would remain even when the gate is closed; however, this would be well above the highest anticipated winter water levels in the upstream ditch.

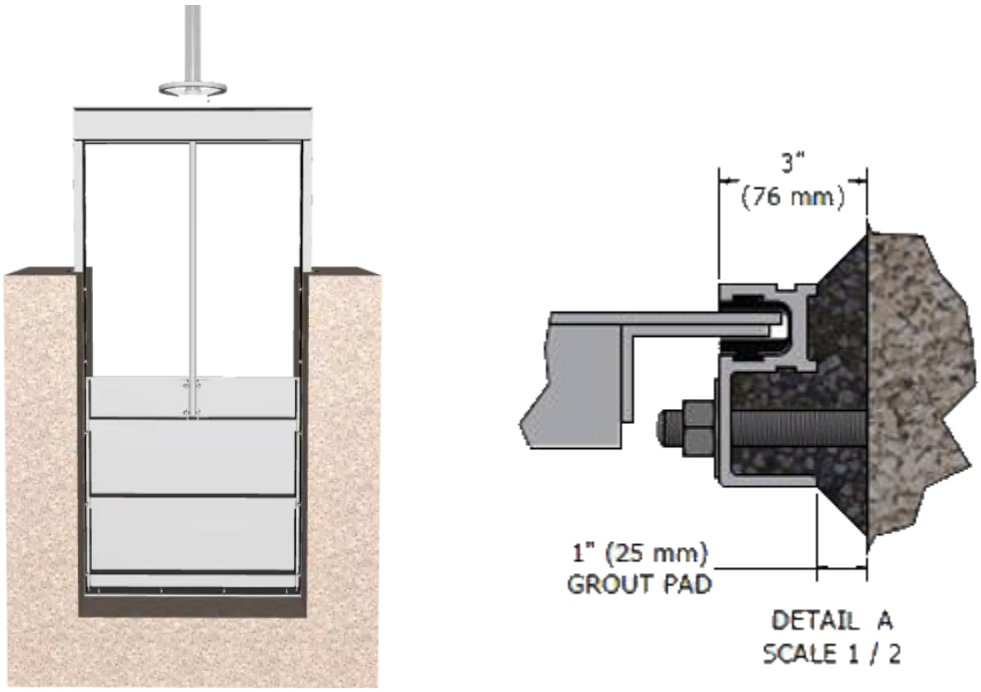

Figure 1 – Slide Gate Typical Details (from Whipps, Inc.)

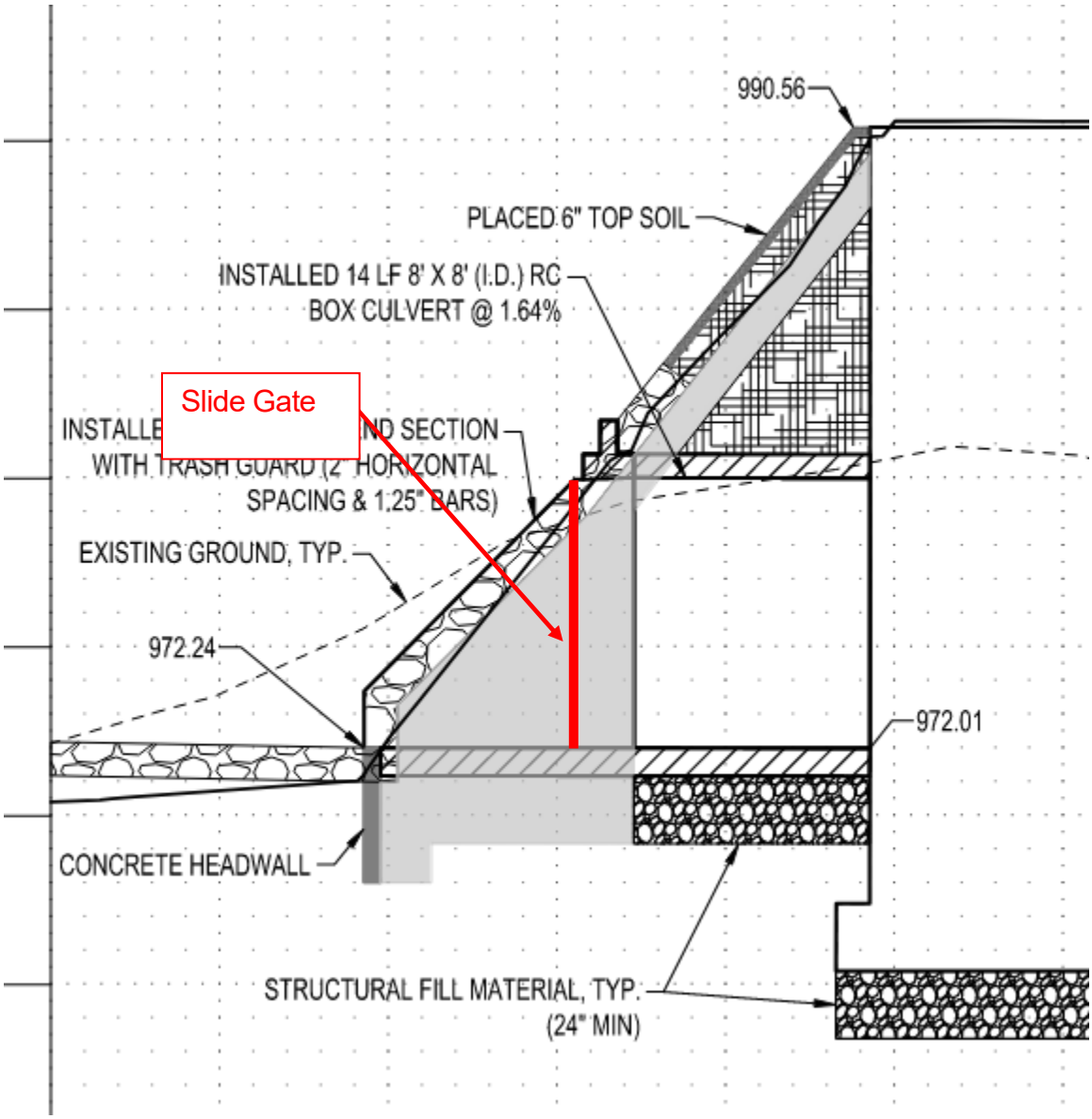

Figure 2 – Proposed Slide Gate Location (approximate)

The location of the slide gate will affect the ability of some types of grate cleaners to be installed at this location (particularly those that remove debris vertically over the grate). Grate cleaners that sweep debris to the slide may not be affected by the slide gate. Currently, we understand the Drainage Authority has no plans to install grate cleaners at this location.

As the cost of the box culvert slide gate is similar to that of the 84" culvert slide gate, there would be little change in initial cost for this alternative compared to the recommended suite of alternatives. However, long-term costs could significantly decrease by approximately $20,000 annually, if leakage is minimal enough to allow for a relatively dry pump chamber. This alternative will likewise resolve concerns regarding the ability to remobilize a crane and reinstall the pumps under spring conditions.

Because the channel for the slide gate will be bolted flush to the existing box culvert apron, there will be an incremental decrease in the opening to the pump chamber (approximately 3" in the bottom and each side) which will minimally affect hydraulic characteristics of flow into the chamber. This scenario was modeled and compared to current site conditions. **Table 1** shows the change in water levels upstream of the 84" culvert for various flow conditions.

Table 1 – Peak water levels elevations upstream of 84" Pump Station

Location	Flow (GPM)	Water Level (Current Conditions)	Water Level (w/Box Culvert Slide Gate)
Jockey Pump Flow	7780	974.0	974.0
Jockey and Lead Pump Flow	51280	976.8	976.9
Jockey with Lead and Lag Pump Flow	94780	978.7	978.7

RECOMMENDATION

Due to the potential long term cost savings provided by this alternative, we recommend the Drainage Authority proceed with **Alternative 4G – Slide Gate on Box Culvert Apron.** We further recommend that **Alternative 3A – Do Nothing (Leave 84" Slide Gate As-Is)** be implemented in lieu of Alternative 3B (replace 84" slide gate). Following implementation, the Drainage Authority may then reevaluate the need for pulling the pumps during the winter. Should the pumps be able to remain in place over winter, the following is a summary of the cost of the recommended suite of projects:

Table 2 – Estimated Cost of Recommended Alternatives

ID	Description	Initial Cost	Related Annual Cost Item	Long Term Annual Budgeting Cost
1A	Modification of Box Culvert Grate	$0	Weed Removal	$1,000
2B	Abandon (remove) Overflow	$20,000	N/A	$0
3A	Do Nothing (Leave 84" Slide Gate As-Is)	$0	N/A	$0
4G	Slide Gate on Box Culvert	$110.0000	Pulling pumps every 3 years	$7,000
5E	Construct post frame building around existing building	$36,500	N/A	$0
6B	Repair erosion under pipes	$38,000	N/A	$0
7B	Adjust Start/Stop Levels to Recommended Cycling Protocols	$1,000	Electrical costs, pump overhaul	$26,000
	TOTAL COST	**$185,700**		***$34,000***