

Board of Commissioners Agenda

February 11, 2025

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

Commissioners: Marie Dranttel - Board Chair; Mark Dehen - Vice Chair; Jack Kolars; Nicole Helget; 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. [January 28, 2025 Board Minutes](#)
 - b. [Consider 2023 Emergency Management Performance Grant](#)
 - c. [Consider the Ducks Unlimited Gambling Permit](#)
 - d. [Consider Out-of-State Travel Request - Health and Human Services](#)
 - e. Approval of bills
5. Public Appearances

9:05 a.m. 6. Public Works

- a. [Consider the MnDOT Detour Agreement No. 1058282 and Resolution](#)

9:10 a.m. 7. Property Services

- a. [January 28, 2025 Planning and Zoning Advisory Commission](#)
 - i. [PLN25-01: Conditional Use Permit with Findings of Fact Nelson Point Wildlife Association, Inc.](#)

9:15 a.m. 8. Health and Human Services

- a. [Consider South Central Community Based Initiative 2025-2026 Purchase of Service Agreement](#)
- b. [Consider South Central Community Based Initiative: Quarter 01 - 2025 Purchase of Service Agreement](#)
- c. [Informational Item: Proposed Cost Shifts](#)

9:30 a.m. 9. Administration

- a. [Consider Resolution to Re-Appoint the Veteran Services Officer](#)
- b. [Consider AIA Document B132-2019 with Vetter Johnson Architects, Inc.](#)

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

Board of Commissioners Agenda

February 11, 2025

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

Commissioners: Marie Dranttel - Board Chair; Mark Dehen - Vice Chair; Jack Kolars; Nicole Helget; Kurt Zins

- 9:40 a.m.** **10. County Attorney**
- a. [Consider Delegation Agreement related to Cannabis Zoning and Land Use](#)
 - i. Lake Prairie Township
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. [January 28, 2025 Drainage Authority Minutes](#)
 - 3. Public Appearances
- 4. Public Services**
- PUBLIC HEARING**
- a. [Consider the CD38A Preliminary Engineers Report](#)
- 10:30 a.m.** 5. Adjourn Drainage Authority Meeting

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

Board of Commissioners Agenda

February 11, 2025

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

Commissioners: Marie Dranttel - Board Chair; Mark Dehen - Vice Chair; Jack Kolars; Nicole Helget; 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
February 17	Closed in Observance of President's Day		
February 18	8:15 a.m.	Individual Dept. Head Meeting - Finance	Gov. Center Board Room – St. Peter
February 18	9:30 a.m.	Board Workshop	Gov. Center Board Room – St. Peter
February 19	8:30 a.m.	Tri-County Solid Waste Joint Powers Mtg.	Gov. Center Board Room – St. Peter
February 24	7:00 p.m.	Planning & Zoning Commission (PZ) / Board of Adjustments & Appeals (BAA)	Gov. Center Board Room – St. Peter
February 25	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
February 25	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
February 26 - 27	All Day	AMC Legislative Conference	InterContinental Hotel – St. Paul
March 1 - 5	All Day	NACO Legislative Meeting	Washington D.C.
March 11	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
March 11	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
March 17	7:00 p.m.	Planning & Zoning Commission (PZ) / Board of Adjustments & Appeals (BAA)	Gov. Center Board Room – St. Peter
March 18	8:15 a.m.	Individual Dept. Head Meeting - Property & Public Services	Gov. Center Board Room – St. Peter
March 18	9:30 a.m.	Board Workshop	Gov. Center Board Room – St. Peter
March 25	9:00 a.m.	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
March 25	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
March 26 - 27	All Day	AMC Leadership Summit	Grand View Lodge – Nisswa, MN

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.



January 28, 2025
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, January 28, 2025, at 9:00 a.m. Commissioners Dranttel, Kolars, Zins, Helget, and Dehen were present at the meeting. County Administrator Mandy Landkamer and Chief Deputy Attorney James Dunn were also present.

Approval of Agenda:

Motion by Commissioner Dehen and seconded by Commissioner Helget to approve the agenda. Motion carried unanimously.

Consent Agenda:

1. January 7, 2025 Board Meeting Minutes
2. End of Probations
3. Consider Approval of the MN Deer Hunters Association Gambling Permit
4. Consider Out of State Travel – Veterans Services
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 - \$1,133,518.86
 - b. Road & Bridge Fund - \$78,564.01
 - c. Human Services Fund - \$378,144.64

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

Public Appearances:

There were no public appearances.

Public Works:

Consider Final Acceptance and Payment for 2024 Highway Striping Project

Director Greenwood requested approval of the Final Acceptance and Payment for the 2024 Highway Striping Project. This will accept the project as complete and authorize the final payment of \$42,526.88 to Sir Lines-A-Lot.

Motion by Commissioner Dehen and seconded by Commissioner Helget, to approve the Final Acceptance and Payment for 2024 Highway Striping Project. Motion carried unanimously.

Finance:

Consider Resolution to Approve the Quarter 4 2024 Donations

Director McCormick requested approval of the Resolution for the Quarter 4 2024 Donations.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the Resolution for the Quarter 4 2024 Donations. Motion carried unanimously on a roll call vote.

Administration:

Consider Amendment to the Resolution Establishing the 2025 Committee and Board Assignments and Meetings that Qualify for a Per Diem Payment

County Administrator Landkamer requested approval of the Amended Resolution Establishing the 2025 Committee and Board Assignments and Meetings that Qualify for a Per Diem Payment. The amendment will appoint David Hanson to the Board of Adjustment and Appeals and Planning and Zoning Advisory Commission. As well as appoint Marie Dranttel to the South Central Minnesota Multi-County HRA Board.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the Amendment to the Resolution Establishing the 2025 Committee and Board Assignments and Meetings that Qualify for a Per Diem Payment. Motion carried four to one on a roll call vote.

County Attorney Update:

Chief Deputy Attorney Dunn shared that staff from the County Attorney's office presented with CADA at Gustavus Adolphus College in recognition of January being Stalking Awareness Month. Attorney Dunn provided the Board with the latest stalking statistics and discussed the impact stalking has had on the County Attorney's Office.

Chair Report:

- Legislative Meeting
- Personnel Meeting
- TDS Library Board
- Region 9 Development Commission

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Kurt Zins

- Board Workshop
- Legislative Meeting
- Personnel Meeting
- Rural Minnesota Energy Board Meeting

Commissioner Mark Dehen

- Board Workshop
- Mental Health Meeting
- Leadership Essentials
- Legislative Meeting

Commissioner Nicole Helget

- Board Workshop

- AMC Government 101
- MN Department of Revenue - Board of Appeal and Equalization training

Commissioner Jack Kolars

- Diversity Council
- ATP
- Legislative Meeting
- Board Workshop
- Community Education Board
- Emergency Communications Board
- AMC Legislative Meeting

Approve Per Diems and Expenses:

Motion by Commissioner Dehen and seconded by Commissioner Kolars 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 unanimously.

Adjourn:

The meeting adjourned at 9:17 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: 2023 Emergency Management Performance Grant		
Primary Originating Division/Dept.: Sheriff's Office Contact: Justin Block Title: Emergency Mgmt. Director Amount of Time Requested: 5 minutes Presenter: Justin Block Title: Emergency Mgmt. Director	Meeting Date: 02/11/2025 Item Type: Consent Agenda (Select One)	
Attachments: ☒ Yes ☐ No		
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: The EMPG (Emergency Management Performance Grant) is an annual grant that requires a 50% match. The 2023 EMPG grant is in the amount of \$24,580.00. The money received from this grant is used towards Director salary and benefits.		
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 Approval of the 2023 Emergency Management Performance Grant		
FISCAL IMPACT: Other (Select One) If "Other", specify: FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	FUNDING County Dollars = \$24,580.00 State (Select One) Total: \$24,580.00	



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190	Grant Program: 2023 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2023-NICOLLCO-062
Grantee: Nicollet County 501 South Minnesota Avenue St. Peter, MN 56082	Grant Contract Agreement Term: Effective Date: 01/01/2023 Expiration Date: 06/30/2025
Grantee’s Authorized Representative: Nicollet County Emergency Management ATTN: Justin Block – Emergency Management Director 501 South Minnesota Avenue St. Peter, MN 56082 Phone: 507-934-7874 E-mail: justin.block@co.nicollet.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 24,580.00 Matching Requirement \$ 24,580.00
State’s Authorized Representative: Homeland Security and Emergency Management ATTN: Ms. Kyle Temme 445 Minnesota Street, Suite 223 St. Paul, MN 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA/ALN: 97.042 FAIN: EMC-2023-EP-00001 State Funding: None Special Conditions None

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

Term: Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2023 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 223. St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2023 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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



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

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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No. A-EMPG-2023-NICOLLCO-062 / P.O. No. 3000098095

Project No: N/A

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2023 (EMPG) Emergency Management Performance Grant

Budget Summary (Review Report)

Organization:
Nicollet County

EXHIBIT A
A-EMPG-2023-NICOLLCO-062

Budget		
Budget Category	Award	Match
Organization		
EM Department Salary and Fringe Benefits	\$24,580.00	\$24,580.00
Total	\$24,580.00	\$24,580.00
Total	\$24,580.00	\$24,580.00
Allocation	\$24,580.00	\$24,580.00
Balance	\$0.00	\$0.00

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Ducks Unlimited Gambling Permit		
Primary Originating Division/Dept.: Public Services Contact: Jaci Kopet Title: PPSD Director Amount of Time Requested: minutes Presenter: Title:	Meeting Date: 02/11/2025 Item Type: Consent Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Public Services received an application for an exempt gambling permit from the Ducks Unlimited Lake Region Chapter 50, on January 30, 2025. The application specifies that a raffle will be held at the Nicollet Conservation Club Inc. in Nicollet Township on March 20, 2025. Since this event is located in a township, the application requires approval from the county before it can be submitted to the State Gambling Control Board. The application is attached for your review.		
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 gambling permit		
FISCAL IMPACT: Other (Select One) If "Other", specify: FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	FUNDING County Dollars = State (Select One) Total:	

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Ducks Unlimited Lake Region Chapter 50 Previous Gambling Permit Number: X- [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 234 Buchannon St N

City: Waterville State: MN Zip: 56096 County: Le Sueur

Name of Chief Executive Officer (CEO): Jennifer Brady

CEO Daytime Phone: 507-202-0812 CEO Email: jennifer.brady@live.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Nicollet Conservation Club Inc

Physical Address (do not use P.O. box): 46045 471st Ln

Check one:

☐ City: _____ Zip: _____ County: _____

☒ Township: Nicollet Zip: 56074 County: Nicollet

Date(s) of activity (for raffles, indicate the date of the drawing): March 20, 2025

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: 1/27/2025
(Signature must be CEO's signature; designee may not sign)

Print Name: Jennifer Brady

REQUIREMENTS**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- a copy of your proof of nonprofit status; and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e., large print, braille) upon request.

An equal opportunity employer

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider Out of State Travel Request: National Preparedness Summit		
Primary Originating Division/Dept.: Health and Human Services Contact: C. Sassenberg Title: HHS Director Amount of Time Requested: minutes Presenter: Title:	Meeting Date: 02/11/2025 Item Type: Consent Agenda (Select One)	
Attachments: ☐ Yes ☒ No		
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Health and Human Services is requesting approval for Jessica Elofson, Public Health Emergency Preparedness (PHEP) Coordinator, and Kate Albrecht, PHEP Coordinator back-up, to attend the National Preparedness Summit in San Antonio, Texas from April 29-May 2, 2025. The National Preparedness Summit is an annual conference by the National Association of County and City Health Officials (NACCHO) focused on public health emergency preparedness. Attending the NACCHO Preparedness Summit allows emergency preparedness staff to learn from experts, gain hands-on training, and stay informed about the latest tools and strategies for improving response efforts. It also offers valuable networking opportunities and fosters interagency collaboration, strengthening community resilience in the face of emergencies. Additional information can be found at: https://www.preparednesssummit.org/home The cost of attending this conference, including airfare, registration, hotel, food, mileage, parking, and transportation for two staff members is estimated at \$7,215 which would be funded by Public Health Response Sustainability Grant (RSG) funds.		
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 approval of out-of-state travel request for Jessica Elofson and Kate Albrecht		
FISCAL IMPACT: Other (Select One) If "Other", specify: RSG Grant FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	FUNDING County Dollars = Grant \$7,215 (Select One) Total:	

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider MnDOT Detour Agreement No. 1058282		
Primary Originating Division/Dept.: Public Works/Highway Contact: Seth Greenwood, P.E. Title: PWD/County Engineer Amount of Time Requested: 5 minutes Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer		Meeting Date: 02/11/2025 Item Type: Regular Agenda (Select One)
		Attachments: ☒ Yes ☐ No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: MnDOT is planning on a road improvement project on a portion of TH 22 from CSAH 20 to TH 111 in 2025. MnDOT will be performing grading, bituminous mill and surfacing, riprap boulder weir, and lighting construction. To accomplish this construction, MnDOT will need to detour traffic from TH 22 onto CSAH 15 for the construction season in 2025. The approximate duration of the detour is 100 days. MnDOT will provide approximately \$4,651.78 for the use of CSAH 15. Actual payment amount will be determined by the actual number of days that the detour is in place.		
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 MnDOT Detour Agreement 1058282 and resolution.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:		FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One)		Total:
If "Increase or "Decrease," specify: Related Financial/FTE Comments: County will receive approximately \$4,651.78 for detour use		

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
NICOLLET COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 22 Detour**

State Project Number (S.P.):	<u>5205-113</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>22=022</u>	<u>\$4,651.78</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Nicollet County acting through its Board of Commissioners ("County").

Recitals

1. The State is about to perform grading, bituminous mill and surfacing, riprap boulder weir, and lighting construction upon, along, and adjacent to Trunk Highway No. 22 from County State Aid Highway (C.S.A.H.) No. 20 to Trunk Highway No. 111 under State Project No. 5205-113 (T.H. 22=022); and
2. The State requires a detour to carry T.H. 22 traffic on County State Aid Highway No. 15 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. *Detour.*

- A. *Location.*** The State will establish the T.H. 22 detour route on the following County road as detailed in the project plans or Special Provisions:
C.S.A.H. No 15 for a total distance of 11.9 miles.
- B. *Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the States total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.
- C. *Axle Loads and Over-Dimension Loads.*** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.

- D. **Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. **Detour Maintenance.** The State will perform any necessary bituminous patching, concrete pavement repairs, and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching, concrete pavement repairs, and ordinary maintenance will be credited against the road life consumed reimbursement due the County.
- F. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. **Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
- B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

3. Payment

3.1. **For Road Life Consumed. \$4,651.78** is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
0.00513	762	11.9	100	\$4,651.78
Road Life Consumed Amount:				<u>\$4,651.78</u>

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

- 3.2. **Maximum Obligation. \$12,000.00** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.
- 3.3. **Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.
 - A. Execution of this Agreement and the County's receipt of the executed Agreement.

- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 22 detour to as good of condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Susan Museus, Contract Administrator (or successor)
Address: 2151 Bassett Drive, Mankato, MN 56001
Telephone: 507-304-6100
E-Mail: Susan.Museus@state.mn.us

5.2. The County's Authorized Representative will be:

Name, Title: Seth Greenwood, Public Works Director/County Engineer (or successor)
Address: 1700 Sunrise Drive, St. Peter, MN 56082
Telephone: 507-934-7723
E-Mail: seth.greenwood@co.nicollet.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

- 6.1. **Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement 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 must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: _____

NICOLLET COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____ County Board Chair

Date: _____ 02-11-2025

By: _____

Title: _____ County Administrator

Date: _____ 02-11-2025

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

NICOLLET COUNTY

RESOLUTION

IT IS RESOLVED that Nicollet County enter into MnDOT Agreement No. 1058282 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Highway No. 15 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 22 from County State Aid Highway No. 20 to Trunk Highway No. 111 under State Project No. 5205-113 (T.H. 22=022).

IT IS FURTHER RESOLVED that the County Board Chair and the County Administrator are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Nicollet County at an authorized meeting held on the 11th day of February, 2025, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this

_____ day of _____, 2025

Notary Public _____

My Commission Expires _____

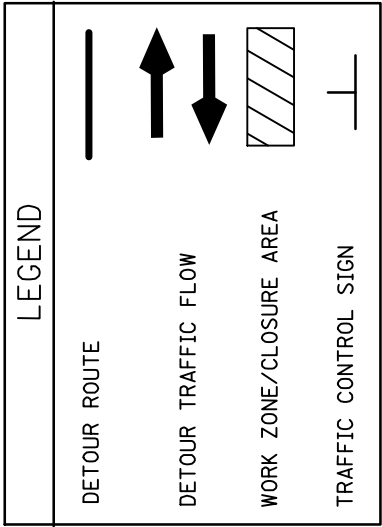
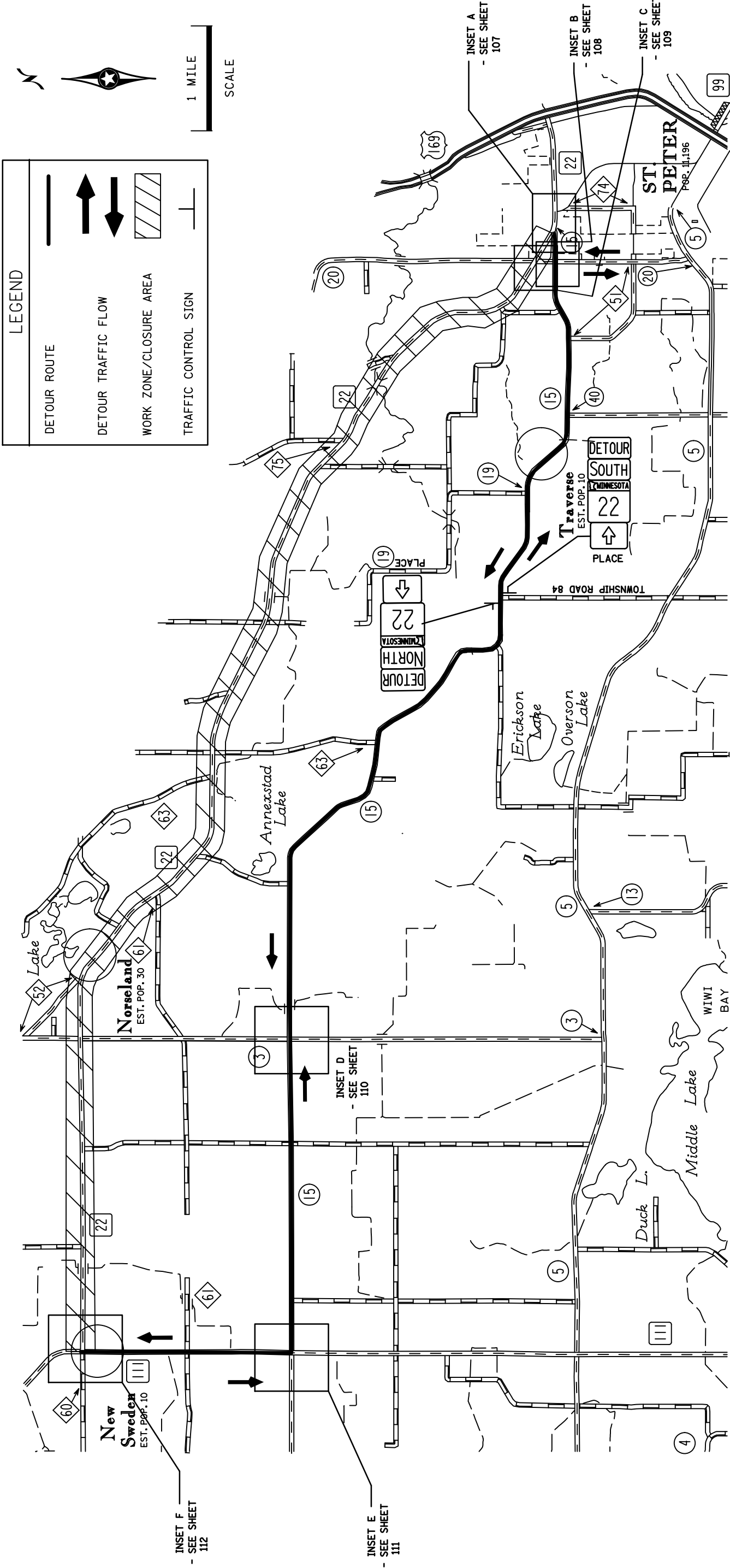
(Signature)

Mandy Landkamer

(Type or Print Name)

County Administrator

(Title)



GENERAL NOTES

- A. SEE TRAFFIC CONTROL DETAILS FOR ADDITIONAL TRAFFIC CONTROL DEVICES AT CROSS STREETS INTERSECTING THE TH 22 CONSTRUCTION AREA.
- B. MAINTAIN CROSS STREET THROUGH TRAFFIC AT ALL TIMES WHEN INTERSECTION WORK IS NOT BEING PERFORMED ON THE CROSS STREET. SEE TRAFFIC CONTROL DETAIL ON SHEET 113.
- C. UTILIZE TRAFFIC CONTROL DETAIL FOR TYPICAL SIGNING AT CLOSED TRUNK HIGHWAY CROSS ROAD (SEE SHEET 114) WHEN INTERSECTION WORK ON THE CROSS STREET IS BEING PERFORMED. CONSECUTIVE INTERSECTIONS MUST NOT BE CLOSED AT THE SAME TIME.
- D. MAINTAIN RESIDENCE AND BUSINESS ACCESS ALONG TH 22 AT ALL TIMES.
- E. SEE SHEET TC17 FOR TYPICAL SIGNING ROAD CLOSURE AT ALL OPEN CUTS ALONG TH 22.
- F. TH 22 MUST BE ACCESSIBLE TO LOCAL TRAFFIC WITHIN NORSELAND AT ALL TIMES. OPEN CUTTING OF THE HIGHWAY MUST BE STAGED. EACH LOCATION REQUIRING OPEN CUTTING MUST BE BACKFILLED WITH A TRAVERSABLE SURFACE FOR LOCAL TRAFFIC BEFORE ADJACENT OPEN CUTTING OCCURS.

- SP 5205-113 TH 22 OPEN CUTS:
- STA 6170+13
 - STA 6215+78
 - STA 6307+27
 - STA 6607+53
 - STA 6678+36
 - STA 6678+08

	TEMPORARY TRAFFIC CONTROL OVERVIEW	SP 5205-113	SHEET NO	108
		(T.H. 22)	TOTAL SHEETS	126

SCOTT M. THOMPSON
LIC. NO. 46137
DATE: 20-SEP-2024
LICENSED PROFESSIONAL ENGINEER

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

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: January 28, 2025 Planning & Zoning Advisory Commission						
Primary Originating Division/Dept.: PPSD - Property Services Contact: John Zehnder Title: Zoning Specialist Amount of Time Requested: 5 minutes Presenter: John Zehnder Title: Zoning Specialist	Meeting Date: 02/11/2025 Item Type: Regular Agenda (Select One)					
Attachments: ☒ Yes ☐ No						
County Strategy: Programs and Services - deliver value-added quality services (Select One)						
BACKGROUND/JUSTIFICATION: PLN25-01: Alex, Kate & Paul Turbes / Nelson Point Wildlife Association, Incorporated, Conditional Use Permit to replace a hunting shack in the Shoreland and Special Protections Zoning Districts. The Planning Commission recommended approval with staff recommended conditions.						
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None						
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No If "yes", when? (provide year; mm/dd/yy if known)						
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A						
ACTION REQUESTED: Consideration of the attached Conditional Use Permit request and findings of fact for approval or denial.						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify: </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = State (Select One) </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total: </td> </tr> </table>			FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:					



PLANNING COMMISSION REGULAR MONTHLY MEETING MINUTES

JANUARY 28, 2025	7:00 PM	COUNTY BOARD ROOM
-------------------------	----------------	--------------------------

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

ELECTION OF OFFICERS	A motion was made by Laven, and seconded by Thoreson to nominate member Ubel as Chair. A vote on the motion passed 4-0. A motion was made by Thoreson, and seconded by Schwab to nominate member Laven as Vice Chair. A vote on the motion passed 4-0.
-----------------------------	--

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

APPROVAL OF DECEMBER 16, 2024 MINUTES	MOTION	SECOND
APPROVE	☐ Justin Laven, <i>Vice Chair</i> ☐ Randy Schwab ☒ Jon Thoreson ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Justin Laven, <i>Vice Chair</i> ☒ Randy Schwab ☐ Jon Thoreson ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
VOTE TO APPROVE MINUTES	☒ PASS ☐ FAIL	VOTE: 4 - 0

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

CONDITIONAL USE PUBLIC HEARINGS		
PLN25-01	APPLICANT/LANDOWNER: Alex, Paul & Kate Turbes / Nelson Point Wildlife Association, Inc.	
DESCRIPTION OF REQUEST	Replacement of a hunting shack in the Shoreland & Special Protection Zoning District. PID: 03.023.1200	
CONFLICT OF INTEREST	None.	
SITE VISIT & PUBLIC CONTACT	Commissioner 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 Paul Turbes located at 1800 James Court, Burnsville, MN, and Alex Turbes located at 793 E. Prince Street, Lake Crystal, MN.	
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	☐ Justin Laven, <i>Vice Chair</i> ☒ Randy Schwab ☐ Jon Thoreson ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☒ Justin Laven, <i>Vice Chair</i> ☐ Randy Schwab ☐ Jon Thoreson ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>

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 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 assure 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. The shack color shall be maintained in a natural and/or earthen hue. (e.g. gray, browns, forest green, etc.) 7. All vegetation alterations, grading, and filling shall comply with Nicollet County Shoreland Ordinance Section 503. 8. All excavated land shall be protected from erosion by an appropriate vegetative cover as listed in the "Minnesota Construction Site Erosion and Sediment Control Planning Handbook", which will be planted during the first seeding date period upon completion of construction. 9. Appropriate erosion control measures shall be installed and maintained throughout the construction process and until a permanent vegetative cover is established. 10. Any structures accessory to the shack shall require a zoning permit. 11. The pit toilet shall be maintained according to Minnesota Pollution Control Agency and Minnesota Department of Health standards, through the County sewage permit process. 12. The disposal of solid waste associated with the replacement of the hunting shack must meet all applicable regulations, including the Nicollet County Solid Waste Ordinance and Minnesota Pollution Control Agency Rules.		
COMMISSION ACTION – VOTE ON MOTION			
RECOMMEND APPROVAL with conditions, as recommended	☒ PASS	☐ FAIL	VOTE: 4 - 0
COMMISSION ACTION – ADOPT FINDINGS	MOTION		SECOND
Adopt the Findings of Fact, as stated	☐ Justin Laven, <i>Vice Chair</i> ☒ Randy Schwab ☐ Jon Thoreson ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>		☐ Justin Laven, <i>Vice Chair</i> ☐ Randy Schwab ☒ Jon Thoreson ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
VOTE TO ADOPT THE FINDINGS OF FACT	☒ PASS	☐ FAIL	VOTE: 4 – 0

ADDITIONAL ITEMS	
REVIEW ZONING PERMITS	The commission members had no questions for staff.
OLD BUSINESS	None.
OTHER BUSINESS	David Hanson received Nicollet County Board of Commissioner approval this morning to start his first three-year (3) term as a Board of Adjustment & Appeals and Planning & Zoning Advisory Commission member. Hanson's first meeting is Monday, March 17th.
COMMUNICATIONS	None.

ADJOURN MEETING	MOTION		SECOND
07:30 PM	☐ Justin Laven, <i>Vice Chair</i> ☐ Randy Schwab ☒ Jon Thoreson ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>		☐ Justin Laven, <i>Vice Chair</i> ☒ Randy Schwab ☐ Jon Thoreson ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
VOTE TO ADJOURN MEETING	☒ CARRIED	☐ FAILED	VOTE: 4 – 0

DAVE UBEL, CHAIR		DATE	3/17/2025
JOHN ZEHNDER, ZONING SPECIALIST		DATE	3/17/2025

DRAFT

PLANNING & ZONING ADVISORY COMMISSION AGENDA

Date: January 28, 2025

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. Election of Officers: 2025 Planning & Zoning Advisory Commission
 - Chair & Vice Chair
5. Review of Cancellations and Additions
6. Approval of Minutes: *December 16, 2024*
7. Public Appearances
8. **PUBLIC HEARING: PLN25-01**
 - Applicant: Alex Turbes
 - Landowner: Nelson Point Wildlife Association, Inc.
 - Request: Replacement of a Hunting Shack
 - Location: Government Lot 2, Section 23-110-29, in Brighton Township
 - Parcel Number: 03.023.1200
 - Zoning Specialist: John Zehnder
9. **Review Permits**
10. Old Business
11. Other Business
12. Communications
13. Adjourn

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.



PLANNING COMMISSION REGULAR MONTHLY MEETING MINUTES

DECEMBER 16, 2024	7:04 PM	COUNTY BOARD ROOM
--------------------------	----------------	--------------------------

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

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

APPROVAL OF NOVEMBER 18, 2024 MINUTES	MOTION	SECOND
APPROVE	☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>
VOTE TO APPROVE MINUTES	☒ PASS ☐ FAIL	VOTE: 5 - 0

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

CONDITIONAL USE PUBLIC HEARINGS		
CANNABIS ORDINANCE	APPLICANT: Nicollet County	
DESCRIPTION OF REQUEST	The request is for a review of its proposed Cannabis Ordinance. On Tuesday, December 17th the Nicollet County Board of Commissioners will host the public hearing for this request. The Cannabis Ordinance permits cannabis businesses within the Highway Business (B-1) and Limited Industry (I-1) Zoning Districts.	
CONFLICT OF INTEREST	None.	
PUBLIC CONTACT	There was no contact with commission members from members of the public.	
STAFF REPORT PRESENTED BY	ZS Zehnder	
APPLICANT TESTIMONY	None.	
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. Laven asked ZS Zehnder if hemp can be grown in the Agricultural Zoning District. DZ Zehnder responded this Ordinance applies only to cannabis - not hemp. That the intensity of use for high potency cannabis will require the utilities that are available within the Highway Business and Limited Industry Zoning Districts.	
COMMISSION ACTION - MOTION	MOTION	SECOND
RECOMMEND APPROVAL, as recommended	☐ Lloyd Hoffmann ☒ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	☐ Lloyd Hoffmann ☐ Justin Laven ☒ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>

COMMISSION ACTION – VOTE ON MOTION			
RECOMMEND APPROVAL, as recommended	☒ PASS	☐ FAIL	VOTE: 5 - 0

ADDITIONAL ITEMS			
REVIEW ZONING PERMITS	The commission members had no questions for staff.		
OLD BUSINESS	None.		
OTHER BUSINESS	A motion was made by Member Schwab and seconded by Member Laven to approve the 2025 Planning and Zoning Advisory Commission Meeting Schedule. A vote on the motion passed 5-0.		
COMMUNICATIONS	None.		
ADJOURN MEETING	MOTION	SECOND	
7:16 PM	☐ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☒ Kurt Zins, <i>Commissioner</i>	☒ Lloyd Hoffmann ☐ Justin Laven ☐ Randy Schwab ☐ Jon Thoreson, <i>Vice Chair</i> ☐ Dave Ubel, <i>Chair</i> ☐ Kurt Zins, <i>Commissioner</i>	
VOTE TO ADJOURN MEETING	☒ CARRIED	☐ FAILED	VOTE: 5 – 0

DAVE UBEL, CHAIR		DATE	1/28/2025
JOHN ZEHNDER, ZONING SPECIALIST		DATE	1/28/2025



CONDITIONAL USE PERMIT

REPLACEMENT OF A HUNTING SHACK

Alex, Kate, & Paul Turbes

PLN25-01

NICOLLET COUNTY

PLANNING & ZONING ADVISORY COMMISSION

SUBJECT	PLN25-01 Replacement of a Hunting Shack
APPLICANT	Alex, Kate & Paul Turbes
LANDOWNER	Nelson Point Wildlife Association, Inc.
LOCATION	Government Lot 2, Section 23-110-29, in Brighton Township
PARCEL NO	03.023.1200
EXISTING ZONING	Shoreland & Special Protection
HEARING DATE	01/28/2025
COUNTY BOARD DATE	02/11/2025
60 DAYS FROM REQUEST	03/11/2025

REQUEST

The applicant is requesting conditional use approval to replace a hunting shack on property leased from the Nelson Point Wildlife Association, Inc.

ORDINANCE

Several Ordinances apply to the proposal, including:

- Nicollet County Zoning Ordinance Sections 611 & 719.
- Nicollet County Shoreland Ordinance Sections 501 & 502.

EXISTING LAND USE

The lot includes a cluster of shacks and docks in a grove of trees on Nelson Point

SURROUNDING LAND USE

Neighboring properties are also forested and include hunting shacks as well as permanent residences.

PROJECT DESCRIPTION

The applicants are proposing to replace an existing 24' x 22' hunting shack with a new shack measuring 22' x 33'. The existing shack dates to circa 1940 and appears to be in suboptimal condition. The proposed prefabricated unit would include two bedrooms with loft storage, as well as a combined kitchen, living, and dining room. The structure will be mounted on reinforced poured concrete footings and does not include any exterior deck areas.

Maximum Floor Area:

The new shack's area will total 726 square feet, remaining under the maximum permitted area of 728 square feet.

Septic System, Wells, and Running Water:

As required by section 719.3(2) of the Nicollet County Zoning Ordinance, the replacement shack will not include a well, running water, or a septic system. The shack will continue to utilize an existing pit toilet outhouse.

Elevation Verification:

Hunting shacks are required to maintain a separation distance of (3) feet above the Ordinary High Water Level (OHWL) elevation. The proposed shack would have an elevation of 983.70 feet, just over three (3) feet above Swan Lake's OHWL elevation of 980.6 feet.

Setbacks:

Hunting shacks must also meet a setback of two hundred (200) feet from the Ordinary High Water Mark (OHWM). The current shack has an OHWM setback of approximately eighty-nine (89) feet. The applicant is proposing to construct the replacement shack at the same location with a westerly adjustment of approximately two (2) feet to better align with neighboring structures and the access driveway. This would leave the replacement shack with a net proposed setback of seventy-six (76) feet.

However, section 502.1 of the Shoreland Management Ordinance allows setbacks to be altered without a variance to conform to the setbacks of adjoining structures. In this case, the neighboring shack to the north has a setback of seventy (70) feet, while the shack to the south has a setback of seventy-five (75) feet. Thus, the proposed replacement shack would not exceed the encroachments of its neighbors.

DEPARTMENT OF NATURAL RESOURCES

The Department of Natural Resources received notice of the request.

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.**

- The Nicollet County Zoning Ordinance lists hunting shacks as a conditionally permitted use within the Special Protection district.
 - The proposed shack meets the relevant standards of Section 719 of the Zoning Ordinance and Section 501 of the Shoreland Management Ordinance as they have been applied to hunting shacks within the Shoreland and Special Protection zoning districts.
 - The proposal appears to be typical of replacement hunting shacks within the County and no extraordinary circumstances exist regarding the project.
- 2. The requested use will not create an unreasonably excessive burden on the existing roads or utilities.**
- It appears the burden on existing public infrastructure from the use will be minimal.
 - The replacement shack will not generate any more traffic than the existing shack.
- 3. The requested use is compatible with the surrounding area and would not significantly depreciate nearby properties.**
- There are other hunting shacks on Nelson Point.
 - The proposal is for a replacement shack, which would not increase the intensity of use on the site.
 - The proposal does not exceed the setback encroachments of neighboring structures.
 - The proposal's design has already received past conditional use approval for a similar project on Nelson Point.
- 4. The structure and the use shall have an appearance that would not have an unreasonably adverse effect on nearby properties.**
- The design appears to be typical of replacement shacks within the county and has already been approved for a nearby shack.
 - By replacing a dilapidated shack, the proposal will increase the visual appeal of the property.
 - The proposal meets the size standards of the Shoreland Management Ordinance.
 - The proposal's color will match the earthen hues of other hunting shacks, as well as the surrounding environment.
- 5. The requested use is consistent with the Nicollet County Land Use Ordinances.**
- The Nicollet County Zoning Ordinance lists hunting shacks as a conditionally permitted use within the Special Protection district.

- It meets the relevant standards and requirements found in Sections 505 and 719 of the Zoning Ordinance, and in Sections 402 and 502 of the Shoreland Management Ordinance for hunting shacks in the Shoreland zoning district as they have been applied to other shacks.

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

- The Comprehensive Plan notes that the natural habitat around lake areas should be conserved and protected.
- The Nicollet County Comprehensive Plan designates the Special Protection district as an area designated for recreation use while being protected from major development.
- By replacing a dilapidated shack within a cluster of existing shacks, the proposal prevents the mixing of land uses with may cause land use conflict.
- By replacing a dilapidated shack within a cluster of existing shacks, the proposal helps limit sprawl and preserve undeveloped land.
- Appropriate erosion control measures will be installed and maintained throughout the construction process until a permanent vegetative cover is established.

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

- The proposal will meet the relevant county standards for the Shoreland zone as they have been applied to other hunting shacks.
- The design appears to be typical of replacement shacks within the county and has already been approved for a nearby shack.
- The shack already has an approved method of waste management.
- The shack replacement would not create any new sources of noise, odor, or glare.
- The new shack would increase the visual appeal of the area by replacing a dilapidated shack.

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

- Hunting shacks are a conditionally permitted use in the Special Protection & Shoreland Zoning Districts.
- The proposal prevents sprawl by replacing a shack in an existing cluster instead of utilizing undeveloped land.
- The proposal only represents an increase of one hundred ninety-eight (198) square feet because it replaces an existing shack with a larger one rather than building an entirely new

shack.

- Until a permanent vegetative cover is established, appropriate erosion control measures will be installed and maintained.

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

- The request appears to meet all county standards as they have been applied in the past, and staff are unable to identify any potential health risks to the neighbors or the public in general.
- The shack already has an approved method of waste management.
- Until a permanent vegetative cover is established, appropriate erosion control measures will be installed and maintained.

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

- Aligning the structure with neighboring structures may improve driveway safety by improving sightlines.

RECOMMENDATIONS

Staff recommends that if the conditional use permit 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 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 assure 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. The shack color shall be maintained in a natural and/or earthen hue. (e.g. gray, browns, forest green, etc.)
7. All vegetation alterations, grading, and filling shall comply with Nicollet County Shoreland Ordinance Section 503.
8. All excavated land shall be protected from erosion by an appropriate vegetative cover as listed in the “Minnesota Construction Site Erosion and Sediment Control Planning Handbook”, which will be planted during the first seeding date period upon completion of construction.
9. Appropriate erosion control measures shall be installed and maintained throughout the construction process and until a permanent vegetative cover is established.
10. Any structures accessory to the shack shall require a zoning permit.
11. The pit toilet shall be maintained according to Minnesota Pollution Control Agency and Minnesota Department of Health standards, through the County sewage permit process.
12. The disposal of solid waste associated with the replacement of the hunting shack must meet all applicable regulations, including the Nicollet County Solid Waste Ordinance and Minnesota Pollution Control Agency Rules.

Applicant: Alex, Paul, & Kate Turbes
Landowners: Nelson Point Wildlife Association, Inc.

PLN25-01

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



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

PLANNING & ZONING ADVISORY COMMISSION APPLICATION

TOTAL FEES: \$496.00

Parcel#: 03.023.1200
Permit#: PLN25-001
Date: 1/9/2025

Applicant: ALEX, KATE & PAUL TURBES
Telephone: 507-766-1672
Owner: NELSON POINT WILDLIFE ASSOCIATION INC
Property Address: 43439 507TH LN, NEW ULM, MN 56073
Abbreviated Legal Description: GL 2, 23/110/29
Township: Brighton Township
Zoning District(s): SPECIAL PROTECTION
Hearing Date: **Tuesday, January 28, 2025**

Record Type: Conditional Use Permit
Subtype: New
Category:
Description: Replacement Hunting Shack

ATTACHMENT A
Application

Copies of the meeting agenda and packet are available on the Nicollet County website: co.nicollet.mn.us/AgendaCenter
Questions regarding the hearing can be directed to:

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


Alex Turbes (Jan 10, 2025 13:53 CST)

APPLICANT SIGNATURE

Jan 10, 2025

DATE



PROPERTY SERVICES

1/9/25

DATE

PLN25-01 Permit Application

Final Audit Report

2025-01-10

Created:	2025-01-09
By:	John Zehnder (John.Zehnder@co.nicollet.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXJnY_P1CEL1hPWednKaWy9S-3FW0pvNW

"PLN25-01 Permit Application" History

-  Document created by John Zehnder (John.Zehnder@co.nicollet.mn.us)
2025-01-09 - 9:52:35 PM GMT - IP address: 151.111.52.1
-  Document emailed to alexturbes@live.com for signature
2025-01-09 - 9:52:53 PM GMT
-  Email viewed by alexturbes@live.com
2025-01-10 - 7:53:06 PM GMT - IP address: 174.213.220.137
-  Signer alexturbes@live.com entered name at signing as Alex Turbes
2025-01-10 - 7:53:53 PM GMT - IP address: 174.213.220.137
-  Document e-signed by Alex Turbes (alexturbes@live.com)
Signature Date: 2025-01-10 - 7:53:55 PM GMT - Time Source: server- IP address: 174.213.220.137
-  Agreement completed.
2025-01-10 - 7:53:55 PM GMT



CONDITIONAL USE PERMIT APPLICANT QUESTIONNAIRE
PROJECT DESCRIPTION

Name of Applicant: Paul Turbes, Kate Turbes, and Alex Turbes

Date: 12/23/24

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.

Because we are rebuilding we are requesting to do so with a previously approved set of plans. Doing so will increase the square footage above the existing structure. To adequately place the cabin we would bring in line with the other cabins on the lake side to allow for a driving path behind. In addition, we plan to place a accessory structure not to exceed 50% of the square footage of the hunting shack beside it.

Our overall objective with this plan is to keep the use of the property consistent with its existing use, with a structure that is more sustainable as the existing structure is in disrepair. The increase in storage is to adequately keep our related equipment secure.





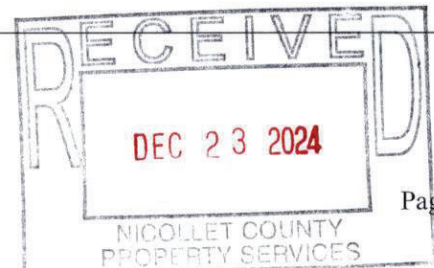
Name of Applicant: Paul Turbes, Kate Turbes, and Alex Turbes Date: 12/23/24
Request: Variance for Hunting Cabin

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

Why do you feel the request meets the following criteria?

1. Given the nature of the land, the requested use is compatible with public health, safety, and general welfare.
The land use will not meaningfully change as a result of this project. Plan it to replace a building that is in disrepair with a comparable structure for the same use as the current structure and add storage to contain items for its use.
2. The requested use will not create an unreasonably excessive burden on the existing roads or other utilities.
The finished structure will not change the volume of use of existing roads or utilities.
3. The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.
The use of the new structure is consistent with the current structure. The existing structure is in disrepair, the improved structure would increase nearby properties if there was any impact.
4. The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.
The planned structure will have similar appearance to nearby properties. Planned to be steel siding and roofing with natural colors.
5. The requested use is consistent with the County Zoning Ordinance.
Yes, the variance requested is in alignment with other similar structures and does not change the use of the location.

(Continued onto back)



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

No, as the use of the property will not change.

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

Correct - the effect will have a positive effect on the property.

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

Yes - There is no change in land use

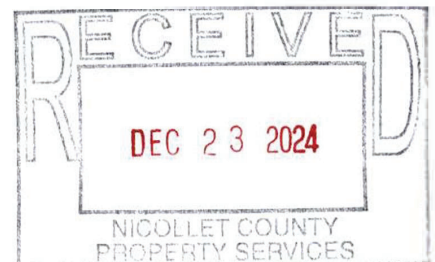
9. There are no apparent unreasonable health risks posed to neighbors or the public in general.

Correct - The building will be consistent with the current structure. Nothing out of the ordinary.

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

Correct

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





ATTACHMENT C
Site Map

Untitled Map

Write a description for your map.

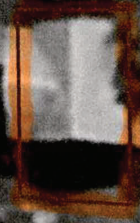
Legend



ft

33

22



Google Earth

Image © 2024 Airbus

ATTACHMENT D
Submitted by Applicant

100 ft



**BOLTON
& MENK**

Real People. Real Solutions.



1960 Premier Drive
Mankato, MN 56001

Phone: (507) 625-4171

Fax: (507) 625-4177

Bolton-Menk.com

December 23, 2024

Alex Turbes
P.O. Box 612
Lake Crystal MN 56055

RE: Elevation for Swan Lake Cabin

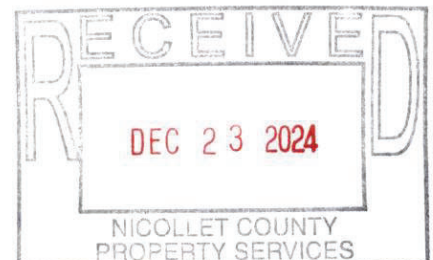
Dear Alex,

On December 19th, 2024, Bolton and Menk established an elevation by the existing cabin owned by Alex Turbes on Swan Lake, at an Elevation of 983.70 (set spike). This is approximately 3' above the Ordinary High Water (OHW) level of 980.6 feet for Swan Lake. All Elevations are on NGVD 29 datum.

I certify the above Elevations are correct as established.

Regards,

Michael Eichers, L.S.
Principle Surveyor



Letter of Permission

Nelson's Point Wildlife Association

12/23/24

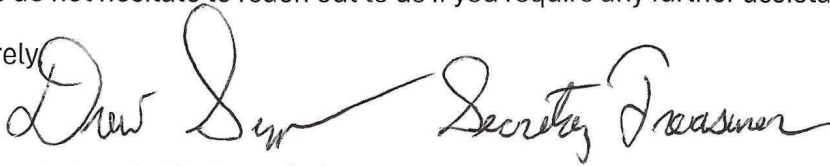
Dear Alex, Paul, and Kate,

We are pleased to inform you that the Nelson's Point Wildlife Association has granted you permission to rebuild Cabin #20 situated on the lake side of our property. This authorization allows you to bring the cabin in line with the other cabins in the vicinity on the lake side, ensuring consistency across our association's landscape.

Furthermore, we are granting you permission to construct an accessory building on the property if you so wish. Kindly ensure that any construction plans align with the association's guidelines and receive the necessary approvals from local zoning and building authorities.

Please do not hesitate to reach out to us if you require any further assistance or clarification.

Sincerely,

 12-24-24

Nelson's Point Wildlife Association

507-317-2365



ATTACHMENT E
Site Photographs

NAME	ADDRESS	CITY STATE ZIP
FLUEGGE KEVIN D	54480 COUNTY ROAD 15	NEW ULM MN 56073
HRUSKA JAMES FRANK	54118 GLORY LN	MANKATO MN 56001
MUTCH GARY & BARBARA MUTCH	1554 NOTTINGHAM DR	NORTH MANKATO MN 56003
NELSON CHRIS R	24919 STATE HIGHWAY 15	WINTHROP MN 55396
NELSON POINT WILDLIFE ASSOCIATION INC	54065 STATE HWY 68	MANKATO MN 56001
OSWALD ADAM	12404 STATE HIGHWAY 68	NEW ULM MN 56073
SCHULER GLENN D & ROXANNE M GRILZ-SCHULER	728 HEINEL DR	ROSEVILLE MN 55113
STUMPF MARK	5306 BROOKSHIRE LN	MADISON WI 53714
TOMCZYK REVOCABLE INTERVIVOS TRUST	50520 BAYSIDE CIR	RUSH CITY MN 55069
UBEL DAVID	546 VALLEY VIEW DR	COURTLAND MN 56021
WILLAERT TERA	53362 FORT RD	NEW ULM MN 56073
Alan Gleisner, Minnesota DNR	20596 Highway 7	Hutchinson, MN 55350
Sarah Kelley, Brighton Township Clerk	53724 Fort Rd	New Ulm, MN 56073



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

Name of Applicant	Alex, Kate & Paul Turbes	Hearing	1/28/2025
Property Owner	Nelson Point Wildlife Association, Inc.	BOC Meeting	2/11/2025
File	PLN25-01	Parcel ID	03.023.1200
Request	Replacement of a Hunting Shack		

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
Justin Laven	☒	☐	☐	☐	The requested use is a conditionally permitted use within the Special Protection Zoning District, and the proposal is a typical hunting shack within the County.
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
Justin Laven	☒	☐	☐	☐	The requested is to replace a decaying hunting shack, will not generate any more traffic than the current shack.
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
Justin Laven	☒	☐	☐	☐	There are other hunting shacks in the area, and the requested use is a replacement hunting shack. The proposal does not exceed the setback encroachments of hunting shacks next door.
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
--------------	-----	----	---------	--------	--------

Justin Laven	☒	☐	☐	☐	The proposal is to replace a hunting shack that is run down, and the proposal will enhance the visual appeal of the property. The design is a typical hunting shack, and will use earthen colors to match the surroundings.
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
Justin Laven	☒	☐	☐	☐	Hunting shacks are a conditionally permitted use within the Special Protection Zoning District. It meets the relevant standards and requirements of the Nicollet County Zoning Ordinance.
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
Justin Laven	☒	☐	☐	☐	By replacing the dilapidated shack the proposal prevents sprawl and development of undeveloped land. The Special Protections Zoning District is designated for recreational use.
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
Justin Laven	☒	☐	☐	☐	The replacement hunting shack would increase the visual appeal of the area by removing a dilapidated shack. There should be no new source of odor, noise or glare.
Randy Schwab	☒	☐	☐	☐	
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
Justin Laven	☒	☐	☐	☐	Other hunting shacks exist in the area and it is a conditionally permitted use in the Special Protection Zoning District. The area already consists of a cluster of shacks which prevents sprawl and preserves the existing environment. Appropriate erosion control measures will be installed and maintained.
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
Justin Laven	☒	☐	☐	☐	The shack already has an approved method of waste management.
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
Justin Laven	☒	☐	☐	☐	No adverse health effects are expected with a replacement hunting shack. Improving driveway sightlines will not have an adverse effect on public health and safety.
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.

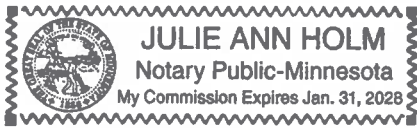
FACTS SUPPORTING THE ANSWER TO EACH QUESTION ABOVE ARE HEREBY CERTIFIED AS THE FINDINGS OF THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION.

Date: 1/31/25 Chair: Dan Ubel

STATE OF MINNESOTA
COUNTY OF NICOLLET

The foregoing instrument was acknowledged before me this 31st day of
January 2025 by Julie Holm.

Notarial stamp or seal



Julie Holm

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

12/01/2024 - 12/31/2024 Permit Form

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME	PARCEL ID
BLD24-093	AG EQUIPMENT STORAGE BUILDING	60'X 128' X 18' COLD STORAGE MACHINE SHED	38123 STATE HWY 22, SAINT PETER MN 56082	ANNEXSTAD SCOTT G & JENNIFER L ANNEXSTAD	07.029.0505
BLD24-094	RES GARAGE	40' X 36' GARAGE ADDITION	58260 366TH ST, LAFAYETTE MN 56054	LEGARE GAIL M	06.016.0400
BLD24-095	RESIDENTIAL	NEW 5,818 SQ FT DWELLING	38802 498TH ST, NORTH MANKATO, MN 56003	PAUL & SUSAN BOETTCHER	01.023.1220
BLD24-096	RES STORAGE BUILDING	STORAGE SHED	43879 520TH ST, NORTH MANKATO, MN 56003	HENDRYCKS JULIE B	09.026.1505
BLD24-097	AG CROP STORAGE BUILDING	GRAIN BIN	41230 441ST AVE, NICOLLET MN 56074	HAVEMEIER WAYNE E & SHELLY R HAVEMEIER	05.011.0100
BLD24-098	RES STORAGE BUILDING	32' X 40' SOTRAGE SHED	42586 COUNTY ROAD 52, SAINT PETER MN 56082	JOHNSON COLLIN B	07.018.1405
BLD24-099	RESIDENTIAL	16' X 20' PERSONAL STORAGE ROOM ADDITION	41230 441ST AVE, NICOLLET MN 56074	HAVEMEIER WAYNE E & SHELLY R HAVEMEIER	05.011.0100

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider South Central Community Based Initiative 2025-2026 Purchase of Service Agreement						
Primary Originating Division/Dept.: Health and Human Services Contact: C. Sassenberg Title: HHS Director Amount of Time Requested: 5 minutes Presenter: C. Sassenberg Title:	Meeting Date: 02/11/2025 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No					
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)						
BACKGROUND/JUSTIFICATION: The South Central Community Based Initiative (SCCBI) is a Board with a Joint Powers Agreement for the Counties of Blue Earth, Brown, Faribault, Martin, Freeborn, Le Sueur, Nicollet, Rice, Sibley, and Watonwan. This Board accepts and administers grants and enters into contracts, primarily through the use of the Adult Mental Health Initiative (AMHI) grant and crisis grants to meet regional mental health needs. Through this initiative and its managed state grants, Nicollet County receives reimbursement for case management services, community support program services, and funding for the clubhouse.						
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 review						
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A						
ACTION REQUESTED: Consider approval of the 2025-26 Purchase of Service Agreement (Board Chair to sign via Adobe Sign)						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Included in current budget (Select One) If "Other", specify: AMHI Grant Funding </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = Other \$508,746.00 over two years (Select One) </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total: </td> </tr> </table>			FISCAL IMPACT: Included in current budget (Select One) If "Other", specify: AMHI Grant Funding	FUNDING County Dollars = Other \$508,746.00 over two years (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify: AMHI Grant Funding	FUNDING County Dollars = Other \$508,746.00 over two years (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:					



BLUE EARTH BROWN FARIBAULT
FREEBORN LE SUEUR MARTIN
NICOLLET RICE SIBLEY WATONWAN

By using Adobe Sign, I agree that the signature and initials will be the electronic representation of my signature and initials for all purposes when I (or my agent) use them on documents. This includes legally binding contracts- just the same as a pen-and-paper signature or initial.

Internal Routing Page

Please do not remove this page. It is for internal routing purposes.

Purchase-of-Service Agreement

South Central Community Based Initiative, 410 S. Fifth Street, P.O. Box 3526, Mankato, Minnesota, 56002-3526, hereafter referred to as the "Agency," and Nicollet County Human Services, 622 South Front St., St. Peter, MN, 56082, hereafter referred to as the "Contractor," enter into this Purchase-of-Service Agreement for the period from January 1, 2025 to December 31, 2026. The Agency and the Contractor are hereinafter referred to as the "parties."

WITNESSETH

WHEREAS, the Contractor is an organization licensed under Minnesota Rules 9520.0500 to 9520.0630 and Minnesota Statutes 256B.0622 and 256B.0624 and an approved vendor according to published criteria or certificated by the State of Minnesota, Department of Human Services, to provide mental health services (hereinafter "Purchased Services" or "Program Services") to persons (hereinafter also referred to as "eligible clients," "clients" or "program participants"); and

WHEREAS, the Agency, pursuant to Minnesota Statutes Sections 373.01, 373.02, and Minnesota Statutes Chapter 256M, wishes to purchase such Program Services from the Contractor; and

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

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

1. CONTRACTOR'S DUTIES

- a. As specified in Minnesota Statutes 256M (Vulnerable Children and Adult Service Plan), the Agency agrees to purchase and the Contractor agrees to furnish the following Services in accordance with Minnesota Statutes Sections 256B.0924.
 - (1) The Contractor agrees to provide mental health services. All services reimbursed through the Agency must be eligible under Minnesota Department of Human Services definition of BRASS Codes, as outlined in grant applications for the Adult Mental Health Initiative and Crisis Appropriation, and Crisis Services Grants:
 - a) Enroll as a Medical Assistance provider and comply with Medical Assistance policies and procedures;
 - b) Comply with all State and Federal recommendations related to the provision of Community-Based Mental Health Services.
 - c) Agree to participate in data collection for outcome monitoring and fidelity adherence of evidence-based practices as requested by the Department of Human Services;
 - d) Submit claims for reimbursement to any and all sources of Medicare, Medicaid, and third-party insurance whenever possible.

- e) Summary of services that may be provided by the Contractor:
 - 1) Case Management Services
 - 2) Community Support Program Services
 - 3) Flex Funds, in accordance with the Agency's Flex Funds Policy
 - 4) Clubhouse Services
 - 5) Related administrative costs to the above services.
- b. The Contractor agrees to make available to the Agency:
 - (1) Certification of Insurance through the Minnesota Counties Intergovernmental Trust.
 - (2) A detailed description of the program services to be provided.
 - (3) An exposition of the staffing, including job descriptions and professional qualifications of personnel.
 - (4) An organization chart.
 - (5) Number of Program Participants; and
 - (6) Program content.
- d. The Contractor must, within ten (10) days, notify the Agency in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the Agency must determine whether such inability will require modification or cancellation of this Agreement.

2. AGENCY DUTIES

- a. The Agency agrees to represent the Contractors interested in accordance with the following grants:
 - (1) The Adult Mental Health Initiative Grant.
- b. The Agency will conduct all business as per the Joint Powers Board Agreement and Agency Bylaws.
- c. The Agency must, within ten (10) days, notify the Agency in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the Agency must determine whether such inability will require modification or cancellation of this Agreement.

3. COST AND DELIVERY OF PURCHASED SERVICES

- a. Reimbursement for Case Management Services, Community Support Program Services, Community Mental Health Therapy, Flex Funds, and Administrative Costs is based on the actual cost of the services, less all associated revenues.
 - (1) The total amount to be paid for such purchased services must not exceed \$462,746.00. Annual Budget for year one and year two can be found Exhibit A.
- b. The allocation for Clubhouse Services must not exceed \$23,000 annually.

4. ELIGIBILITY FOR SERVICES

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by Medical Assistance and the Agency.

The parties understand and agree that when the Contractor has been delegated by the Agency to make the determination of the client's eligibility for purchased services:

- a. It is understood and agreed by the parties that, when applicable, fees will be charged and collected in accordance with fee policy and schedules adopted by the Contractor in accordance with Minnesota Statutes Section 256M.60, Subd. 6.
- b. The Contractor must not charge any program or service fee to social services eligible clients except in accordance with Paragraph 3(a) above.

5. PAYMENT FOR PURCHASED SERVICES

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

6. AUDIT AND RECORD DISCLOSURES

The Contractor must:

- a. Allow personnel of the Agency, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor Purchased Services.
- b. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
- c. Maintain all records pertaining to this Agreement at the Contractor's administrative offices for seven (7) years for audit purposes.
- d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Department of Human Services rules and manuals.

7. SAFEGUARD OF CLIENT INFORMATION

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

8. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

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

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

9. FAIR HEARING AND GRIEVANCE PROCEDURES

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

10. BONDING, INDEMNITY, INSURANCE, AND AUDIT CLAUSE

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

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

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

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

11. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

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

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

¹"Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three- (3-) year period preceding this Agreement:
 - (1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - (2) violated any federal or state antitrust statutes; or
 - (3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - (1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - (2) violating any federal or state antitrust statutes; or
 - (3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Directions for on-line access to excluded providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://oig.hhs.gov/>.

12. CONDITIONS OF THE PARTIES' OBLIGATIONS

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must thereupon be terminated.

manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

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

To Notify the Agency

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

To Notify the Contractor

Cassandra Sassenberg, Director
 622 S Front Street, St Peter, MN 56082
 507-934-8559
cassandra.sassenberg@co.nicollet.mn.us

13. SUBCONTRACTING

- a. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without notification to the Agency in writing.
- b. Any and all subcontractors must be subject to and must meet all of the requirements of this Agreement.
- c. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota

Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

- d. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, Part 9525.1870, Subpart 3.

14. NONCOMPLIANCE

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

15. MISCELLANEOUS

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

16. ENTIRE AGREEMENT

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

Approved as to form and execution.

AGENCY

Dated: _____

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

CONTRACTOR

Dated: _____

Marie Dranttel, County Board Chair

Dated: _____

Cassandra Sassenberg, County HHS Director

Dated: _____

Michelle Zehnder Fischer, County Attorney

County: Nicollet		Data Contact Name: Kelsie Mutzke		Data Contact Email: kelsie.mutzke@co.nicollet.mn.us	
NPI Number: 1083845127					
BRASS Code	Definition	25-26 Budgeted Amount YEAR 1	25-26 Budgeted Amount YEAR 2	2025-2026 Total	
402x Community Education and Prevention	Activities designed to educate the public about mental health and co-occurring issues. The goals are to increase the understanding of mental health, reduce stigma, promote recovery, and increase awareness of the availability of resources and services, and improve <u>skills in dealing with mental health issues</u> .			\$0.00	
403x Adult Client Outreach	Activities within the community and segregated settings designed to locate and engage potentially eligible adults, inform them of available mental health services, and assure that they have access to those <u>services</u> .			\$0.00	
408x Adult Outpatient Diagnostic Assessment/Psychological Testing/Explanation of Findings	Diagnostic assessment psychological testing and explanation of findings as defined in Minnesota Administration Rule parts <u>9505.0370 to 9505.0372 by a qualified mental health professional</u> .			\$0.00	
416x Transportation	Travel (escorted or unescorted) to and from sites such as employment, stores, services, and medical and non-medical appointments to maintain or assist in recovery. This might include <u>transit cards, mileage reimbursement, and taxis</u> .	\$2,500.00	\$2,500.00	\$5,000.00	
418x Client Flex Funds	Goods or services purchased to meet basic physical or medical needs. Examples include medications, clothing, auto repair, and food. Entities must have a written policy regarding the use of client flex funds. Note: If housing-related, use 443x Housing Subsidy. If transportation-related, use 416x Transportation.	\$5,000.00	\$5,000.00	\$10,000.00	
420x Peer Support Services	Non-clinical, recovery-focused activities encouraging empowerment, self-determination, and decision-making provided by a Certified Peer Specialist.	\$15,000.00	\$15,000.00	\$30,000.00	
431x Adult Mobile Crisis Services	Face-to-face services for an adult who may be experiencing a mental health crisis or a mental health emergency. These services include crisis assessment, intervention, intervention, and community (non-residential) stabilization. This code covers infrastructure development such as training, as well as ancillary and supportive services Note: This service is distinct from development of a wellness plan (434x) and Adult Residential Crisis Stabilization (436x).			\$0.00	
434x Community Support Program Services	Services, linked to a support plan, provided to an individual at the location of their choice in order to stay in the community. Examples are grocery shopping, social activities, housekeeping, and the creation of a wellness plan.	\$153,873.00	\$153,873.00	\$307,746.00	
436x Adult Residential Crisis Stabilization	Individualized services to assist the individual returning to their community. This service is provided following a mental health crisis assessment and intervention and as part of the treatment plan for this crisis. This code is used for residential services only.			\$0.00	
437x Supported Employment and Individualized Placement and Support Service	Person centered support provided to persons with a serious mental illness to locate and maintain competitive employment in the <u>community. This cannot be used for center-based employment</u> .			\$0.00	
438x Assertive Community Treatment (ACT)	ACT is an intensive, comprehensive, non-residential rehabilitative mental health service that uses a team approach. ACT services are (a) provided by multidisciplinary, qualified staff who have the capacity to provide most mental health services necessary to meet the person's needs, using a total team approach; (b) directed to persons with a serious mental illness who require intensive services; and (c) offered on a time-unlimited basis and available 24 hours per day, 7 days per week, 365 days per year. This service must meet standards <u>specified in Minnesota Statutes, section 256B.0622</u> .			\$0.00	
443x Housing Subsidy	Direct payments for rent, utility costs, deposits on housing and utilities; household furnishings and supplies; or storage and moving <u>costs</u> .			\$0.00	
446x Basic Living/Social Skills and Community Intervention	Basic living/social skills and community intervention services provided to rehabilitate and enable the recipient to develop and enhance psychiatric stability, social competencies, personal and emotional adjustment, and independent living and community skills, including Adult Rehabilitative Mental Health Services (ARMHS) and other rehabilitative treatments. Note: Medication education should be reported as 454x Adult Outpatient Medication Management.			\$0.00	
451x Emergency Response Services	Response services available on a 24-hour, seven-day-a-week basis for persons having a psychiatric crisis, a mental health crisis, or emergency. Emergency response services include telephone hot lines and similar services. Note: Face-to-face crisis services should be coded under 431x or 432x.			\$0.00	
452x Adult Outpatient Psychotherapy	Psychotherapy provided by or under the clinical supervision of a mental health professional to an adult with mental illness. This service is provided outside of an inpatient or residential setting and excludes psychotherapeutic services provided as part of a day treatment or program.			\$0.00	

454x Adult Outpatient Medication Management	Prescription, medication education and review for an adult as a means of controlling or eliminating severe behavior problems, or the effects of mental illness. This excludes medication management services provided as part of a day treatment, community support program, and services provided by staff of a residential or inpatient program.			\$0.00
468x Adult Day Treatment	A time-limited structured program of group psychotherapy, rehabilitative mental health, and other intensive therapeutic services provided by a multidisciplinary team to reduce the effects of mental illness, promote recovery, and enable transition to a lower level of care in the community.			\$0.00
469x Partial Hospitalization	A time-limited structured outpatient program of psychotherapy and other therapeutic services that is provided by a qualifying hospital or community mental health center. Services must comply with Minnesota Administrative Rule parts 9505.0370 to 9505.0372.			\$0.00
474x Intensive Residential Treatment Services (IRTS)	IRTS are delivered by an enrolled Minnesota Health Care Program (MHCP). Eligible recipients of IRTS are in need of a more restrictive setting to reduce the risk of significant functional deterioration. IRTS are designed to develop and enhance: psychiatric stability, personal and emotional adjustment, self-sufficiency, and skills to live in a more independent setting.			\$0.00
491x Adult Targeted Case Management	Services designed to help persons gain access to needed medical, social, educational, vocational, financial and other necessary services as they relate to the person's mental health needs. Services must comply with the Minnesota Comprehensive Adult Mental Health Act, Minnesota Statutes, Section 245.462.	\$55,000.00	\$55,000.00	\$110,000.00
493x Adult General Case Management	A systematic process of ongoing assessment, planning, referral, service coordination, and monitoring, consultation and advocacy through which multiple service needs of clients are addressed.			
TOTAL:		\$231,373.00	\$231,373.00	\$462,746.00

South Central Community Based Initiative**Record of funds reimbursed**County Name: **County** Vendor #**Reimbursement for quarter ended: September 30,2024**

BRASS	Staffing	Flex	Clubhouse	Crisis Funds	Underspending	Total
402						\$ -
403						\$ -
408						\$ -
416						\$ -
418						\$ -
420						\$ -
430						\$ -
431						\$ -
434						\$ -
436						\$ -
437						\$ -
438						\$ -
443						\$ -
446						\$ -
451						\$ -
452						\$ -
454						\$ -
468						\$ -
469						\$ -
474						\$ -
491						\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total reimbursement requested \$ -

Staffing Allocation

1st Qtr	\$ -
2nd Qtr	
3rd Qtr	
4th Qtr	
	\$ -

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

Requested By: Date

Title:

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

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

*Reimbursement includes flex, transportation, housing and other approved expenses

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider South Central Community Based Initiative: Quarter 01 - 2025 Purchase of Service Agreement		
Primary Originating Division/Dept.: Health and Human Services Contact: C. Sassenberg Title: HHS Director Amount of Time Requested: 5 minutes Presenter: C. Sassenberg Title:	Meeting Date: 02/11/2025 Item Type: Regular Agenda (Select One)	
Attachments: ☒ Yes ☐ No		
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: The South Central Community Based Initiative (SCCBI) is a Board with a Joint Powers Agreement for the Counties of Blue Earth, Brown, Faribault, Martin, Freeborn, Le Sueur, Nicollet, Rice, Sibley, and Watonwan. This Board accepts and administers grants and enters into contracts, primarily through the use of the Adult Mental Health Initiative (AMHI) grant and crisis grants to meet regional mental health needs. Through this initiative and its managed state grants, Nicollet County receives reimbursement for case management services, community support program services, and funding for the clubhouse. At the end of the 2023-2024 grant cycle, the SCCBI had underspending in grant dollars and is choosing to allocate those funds to counties with unfunded, qualified expenses based on the cost of actual services rendered during the time period of January 1, 2024 and December 31, 2024. This brief contract allows for reimbursement that will be determined following the submission of final budget documents, not to exceed \$52,581.00.		
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)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Consider approval of the 2025 Quarter 1 Purchase of Service Agreement (Board Chair to sign via Adobe Sign)		
FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify: AMHI Grant Funding	FUNDING County Dollars = Other not to exceed \$52,581.00 (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:	



BLUE EARTH BROWN FARIBAUT
FREEBORN LE SUEUR MARTIN
NICOLLET RICE SIBLEY WATONWAN

By using Adobe Sign, I agree that the signature and initials will be the electronic representation of my signature and initials for all purposes when I (or my agent) use them on documents. This includes legally binding contracts- just the same as a pen-and-paper signature or initial.

Internal Routing Page

Please do not remove this page. It is for internal routing purposes.

Purchase-of-Service Agreement

South Central Community Based Initiative, 410 S. Fifth Street, P.O. Box 3526, Mankato, Minnesota, 56002-3526, hereafter referred to as the "Agency," and Nicollet County Human Services, 622 South Front St., St. Peter, MN, 56082, hereafter referred to as the "Contractor," enter into this Purchase-of-Service Agreement for the period from January 1, 2025 to March 31, 2025. The Agency and the Contractor are hereinafter referred to as the "parties."

WITNESSETH

WHEREAS, the Contractor is an organization licensed under Minnesota Rules 9520.0500 to 9520.0630 and Minnesota Statutes 256B.0622 and 256B.0624 and an approved vendor according to published criteria or certificated by the State of Minnesota, Department of Human Services, to provide mental health services (hereinafter "Purchased Services" or "Program Services") to persons (hereinafter also referred to as "eligible clients," "clients" or "program participants"); and

WHEREAS, the Agency, pursuant to Minnesota Statutes Sections 373.01, 373.02, and Minnesota Statutes Chapter 256M, wishes to purchase such Program Services from the Contractor; and

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

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

1. CONTRACTOR'S DUTIES

- a. As specified in Minnesota Statutes 256M (Vulnerable Children and Adult Service Plan), the Agency agrees to purchase and the Contractor agrees to furnish the following Services in accordance with Minnesota Statutes Sections 256B.0924.

- (1) The Contractor agrees to provide mental health services. All services reimbursed through the Agency must be eligible under Minnesota Department of Human Services definition of BRASS Codes, as outlined in grant applications for the Adult Mental Health Initiative and Crisis Appropriation, and Crisis Services Grants:

- a) Enroll as a Medical Assistance provider and comply with Medical Assistance policies and procedures;
- b) Comply with all State and Federal recommendations related to the provision of Community-Based Mental Health Services.
- c) Agree to participate in data collection for outcome monitoring and fidelity adherence of evidence-based practices as requested by the Department of Human Services;
- d) Submit claims for reimbursement to any and all sources of Medicare, Medicaid, and third-party insurance whenever possible.

- e) Summary of services that may be provided by the Contractor:
 - 1) Case Management Services
 - 2) Community Support Program Services
 - 3) Flex Funds, in accordance with the Agency's Flex Funds Policy
 - 4) Clubhouse Services
 - 5) Related administrative costs to the above services.
- b. The Contractor agrees to make available to the Agency:
 - (1) Certification of Insurance through the Minnesota Counties Intergovernmental Trust.
 - (2) A detailed description of the program services to be provided.
 - (3) An exposition of the staffing, including job descriptions and professional qualifications of personnel.
 - (4) An organization chart.
 - (5) Number of Program Participants; and
 - (6) Program content.
- d. The Contractor must, within ten (10) days, notify the Agency in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the Agency must determine whether such inability will require modification or cancellation of this Agreement.

2. AGENCY DUTIES

- a. The Agency agrees to represent the Contractors interested in accordance with the following grants:
 - (1) The Adult Mental Health Initiative Grant.
 - (2) Crisis Services Grant
- b. The Agency will conduct all business as per the Joint Powers Board Agreement and Agency Bylaws.
- c. The Agency must, within ten (10) days, notify the Agency in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, the Agency must determine whether such inability will require modification or cancellation of this Agreement.

3. COST AND DELIVERY OF PURCHASED SERVICES

- a. Reimbursement for Case Management Services, Community Support Program Services, Community Mental Health Therapy, Flex Funds, and Administrative Costs is based on the actual cost of the services, less all associated revenues.
 - (1) The total amount to be paid for such purchased services may not exceed \$52,581.00 and may not exceed the cost of actual services rendered during the time period of January 1, 2024 and December 31, 2024. These expenses must not duplicate and must be in excess of the original contract between Agency and County for the same time period, for the amount of

\$231,373. The total amount of additional funding allocated to each county will be determined and paid after final Q4 invoices have been received by the Agency.

4. ELIGIBILITY FOR SERVICES

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by Medical Assistance and the Agency.

The parties understand and agree that when the Contractor has been delegated by the Agency to make the determination of the client's eligibility for purchased services:

- a. It is understood and agreed by the parties that, when applicable, fees will be charged and collected in accordance with fee policy and schedules adopted by the Contractor in accordance with Minnesota Statutes Section 256M.60, Subd. 6.
- b. The Contractor must not charge any program or service fee to social services eligible clients except in accordance with Paragraph 3(a) above.

5. PAYMENT FOR PURCHASED SERVICES

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

6. AUDIT AND RECORD DISCLOSURES

The Contractor must:

- a. Allow personnel of the Agency, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor Purchased Services.
- b. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
- c. Maintain all records pertaining to this Agreement at the Contractor's administrative offices for seven (7) years for audit purposes.

- d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Department of Human Services rules and manuals.

7. SAFEGUARD OF CLIENT INFORMATION

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

8. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

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

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

9. FAIR HEARING AND GRIEVANCE PROCEDURES

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

10. BONDING, INDEMNITY, INSURANCE, AND AUDIT CLAUSE

- a. **Bonding:** The Contractor must obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to distribute monies. Such a bond must be in the amount of \$100,000.00.
- b. **Indemnity:** The Contractor shall indemnify and hold harmless, the Agency, its officials, employees, and agents from any and all liability, loss, damages, expenses, claims, or actions which the Agency, its officials, employees, and agents

my hereafter sustain incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its employees, or agents, in the execution , performance, or failure to adequately perform the Contractors obligations pursuant to this agreement.

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

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

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

11. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three- (3-) year period preceding this Agreement:
 - (1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - (2) violated any federal or state antitrust statutes; or
 - (3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - (1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - (2) violating any federal or state antitrust statutes; or
 - (3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Directions for on-line access to excluded providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://oig.hhs.gov/>.

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

12. CONDITIONS OF THE PARTIES' OBLIGATIONS

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

To Notify the Agency

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

To Notify the Contractor

Cassandra Sassenberg, Director
622 S Front Street, St Peter, MN 56082
507-934-8559
cassandra.sassenberg@co.nicollet.mn.us

13. SUBCONTRACTING

- a. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without notification to the Agency in writing.
- b. Any and all subcontractors must be subject to and must meet all of the requirements of this Agreement.
- c. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

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

- d. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, Part 9525.1870, Subpart 3.

14. NONCOMPLIANCE

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

15. MISCELLANEOUS

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

16. ENTIRE AGREEMENT

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

Approved as to form and execution.

AGENCY

Dated: _____

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

CONTRACTOR

Dated: _____

Marie Dranttel, County Board Chair

Dated: _____

Cassandra Sassenberg, County HHS Director

Dated: _____

Michelle Zehnder Fischer, County Attorney

South Central Community Based Initiative

Record of funds reimbursed

County Name: **County** Vendor #

Reimbursement for quarter ended: **September 30, 2024**

BRASS	Staffing	Flex	Clubhouse	Crisis Funds	Underspending	Total
402						
403						\$ -
408						\$ -
416						\$ -
418						\$ -
420						\$ -
430						\$ -
431						\$ -
434						\$ -
436						\$ -
437						\$ -
438						\$ -
443						\$ -
446						\$ -
451						\$ -
452						\$ -
454						\$ -
468						\$ -
469						\$ -
474						\$ -
491						\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total reimbursement requested \$ -

Staffing Allocation

1st Qtr \$ -
 2nd Qtr \$ -
 3rd Qtr \$ -
 4th Qtr \$ -

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

Requested By: Date

Title:

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

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

*Reimbursement includes flex, transportation, housing and other approved expenses

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Informational Item: Proposed Cost Shifts		
Primary Originating Division/Dept.: Health and Human Services Contact: C. Sassenberg Title: HHS Director Amount of Time Requested: minutes Presenter: C. Sassenberg Title: 5 minutes	Meeting Date: 02/11/2025 Item Type: Regular Agenda (Select One) Attachments: ☐ Yes ☒ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Governor Walz announced his budget recommendations for the fiscal years 2026-27 biennium which begins on July 1, 2025 and ends on June 30, 2027. Several of the budget proposals represent significantly higher costs to county governments and property tax payers, including changes that would create several new county funding responsibilities related to state-mandated programming for the Minnesota Sex Offender Program (MSOP), disability waiver services, and the behavioral health fund. The Association of Minnesota Counties (AMC) asked counties to analyze the local impact around these potential cost shifts.		
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: None - informational item.		
FISCAL IMPACT: Other (Select One) If "Other", specify: FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	FUNDING County Dollars = Other (Select One) Total:	

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider Resolution to Re-Appoint the Veteran Services Officer		
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested: 5 minutes Presenter: Mandy Landkamer Title: County Administrator	Meeting Date: 02/11/2025 Item Type: Regular Agenda (Select One)	
		Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Minnesota Statute 197.60 requires the reappointment every four (4) years. Veterans Services Officer Nathan Tish's original term ran from October 31, 2016 to October 30, 2020 and has been renewed for subsequent four (4) year terms. In my opinion, Veterans Services Officer Nathan Tish's job performance meets or exceeds expectations for this position and I am recommending the reappointment for another four term - October 31, 2024 to October 30, 2028.		
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) May 5, 2021		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the Resolution Re-appointing Nathan Tish as the Veterans Services Officer for another term.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One)	
FTE IMPACT: No FTE change (Select One)	Total:	
If "Increase or "Decrease," specify: Related Financial/FTE Comments:		



RESOLUTION RE-APPOINTING VETERANS SERVICE OFFICER



Whereas, Minnesota Statute §197.60 states that counties may appoint a veterans service officer; and

Whereas, Minnesota Statute §197.601 states that a county veterans service officer shall be a resident of Minnesota, a citizen of the United States and a veteran as defined by Minnesota Statute §197.447; and

Whereas, current Nicollet County Veterans Service Officer Nathan Tish was appointed on October 31, 2016; and

Whereas, as allowed for in Minnesota Statute §197.60, Subdivision 2, the Board of Commissioners made Mr. Tish's current appointment for a period of four (4) years, from October 31, 2020 through October 30, 2024; and

Whereas, Minnesota Statute §163.07, Subdivision 2 states that "All reappointments shall be for a term of four years"; and

Whereas, Mr. Tish's annual performance evaluations have all met or exceeded expectation ratings.

Now, Therefore Be It Resolved, that the Nicollet County Board of Commissioners does hereby take official action to re-appoint Mr. Nathan Tish as the Nicollet County Veterans Service Officer to a four (4) term effective October 31, 2024 through October 30, 2028.

Dated this 11th day of February 2025.

Marie Dranttel, 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:		
Consideration of the AIA Document B132-2019 with Vetter Johnson Architects, Inc.		
Primary Originating Division/Dept.: Administration	Meeting Date: 02/11/2025	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ☒ Yes ☐ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the attached agreement between Nicollet County and Vetter Johnson Architects, Inc. for services related to the interior remodel of the Nicollet County Health and Human Services building located at 622 S. Front Street, St Peter, MN 56082.		
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 AIA Document B132-2019 between Nicollet County and Vetter Johnson Architects, Inc. and authorization for the Board Chair to execute the agreement via DocuSign.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = \$57,000 Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

AIA® Document B132™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Sixteenth day of January in the year Two Thousand Twenty-five
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

County of Nicollet
Nicollet County Government Center
501 S. Minnesota Ave.
St. Peter, Minnesota 56082

and the Architect:
(Name, legal status, address, and other information)

Vetter Johnson Architects, Inc.
1129 Pike Lake Dr.
St. Paul, Minnesota 55112

for the following Project:
(Name, location, and detailed description)

Nicollet County - HHS Remodeling
St. Peter, MN
Interior remodeling of public service departments in the Nicollet County HHS building in St. Peter Minnesota

The Construction Manager:
(Name, legal status, address, and other information)

Contegrity Group, Inc.
101 First Street SE
Little Falls, Minnesota 56345

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Not applicable

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Interior remodeling of portions of the Nicollet County HHS building in St. Peter, Minnesota to include revised floor plan layout to accommodate anticipated needs for public service and staff collaboration. Work to include new service counter glass, replacement of flooring, lighting, wall finishes, door, mechanical electrical, security and technology improvements. Work is to occur on multiple floors with a focus on VSO/staff break area (1st floor) and Public Health (2nd floor).

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Not applicable

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

AIA Document B132 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:52:49 ET on 02/04/2025 under Order No.2114533418 which expires on 05/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1647669059)

Not applicable

.2 Construction commencement date:

Spring/Summer 2025 (Est.)

.3 Substantial Completion date or dates:

Summer/Fall 2025 (Est.)

.4 Other milestone dates:

Not applicable

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

Not applicable

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Ms. Mandy Landkamer
Nicollet County Administrator
Nicollet County Government Center
501 S. Minnesota Ave.
St. Peter, Minnesota 56082

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To be determined

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

Init.

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

Contegrity Group, Inc.
101 First Street SE
Little Falls, Minnesota 56345

.2 Land Surveyor:

Not applicable

.3 Geotechnical Engineer:

Not applicable

.4 Civil Engineer:

Not applicable

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

To be determined, if required.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Tyler L. Johnson
1129 Pike Lake Dr.
St. Paul, Minnesota 55112

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not included under Basic Services.

Init.

.2 Mechanical Engineer:

EDI-Dolejs, Inc.
1112 N 5th Street
Minneapolis, MN 55411

.3 Electrical Engineer:

EDI-Dolejs, Inc.
1112 N 5th Street
Minneapolis, MN 55411

§ 1.1.12.2 Consultants retained under Supplemental Services:

Structural Engineer, if required

§ 1.1.13 Other Initial Information on which the Agreement is based:

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000.00) for each occurrence and four million dollars (\$ 4,000,000.00) aggregate.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than two million dollars (\$ 2,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than five hundred thousand (\$ 500,000.00) each accident, five hundred thousand (\$ 500,000.00) each employee, and five hundred thousand (\$ 500,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and four million dollars (\$ 4,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for,

Init.

the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is

consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General,

Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1** Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2** Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the

Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	Not applicable
§ 4.1.1.2 Programming	Architect, if requested by owner
§ 4.1.1.3 Multiple preliminary designs	Not applicable
§ 4.1.1.4 Measured drawings	Architect, if requested by owner
§ 4.1.1.5 Existing facilities surveys	Architect, if requested by owner

§ 4.1.1.6	Site evaluation and planning	Not applicable
§ 4.1.1.7	Building Information Model management responsibilities	Not applicable
§ 4.1.1.8	Development of Building Information Models for post construction use	Not applicable
§ 4.1.1.9	Civil engineering	Not applicable
§ 4.1.1.10	Landscape design	Not applicable
§ 4.1.1.11	Architectural interior design	Architect, if requested by owner
§ 4.1.1.12	Value analysis	Not applicable
§ 4.1.1.13	Cost estimating	Owner
§ 4.1.1.14	On-site project representation	Owner
§ 4.1.1.15	Conformed documents for construction	Architect, if requested by owner
§ 4.1.1.16	As-designed record drawings	Architect, if requested by owner
§ 4.1.1.17	As-constructed record drawings	Owner
§ 4.1.1.18	Post-occupancy evaluation	Not applicable
§ 4.1.1.19	Facility support services	Not applicable
§ 4.1.1.20	Tenant-related services	Not applicable
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Architect, if requested by owner
§ 4.1.1.22	Telecommunications/data design	Not applicable
§ 4.1.1.23	Security evaluation and planning	Architect, if requested by owner
§ 4.1.1.24	Commissioning	Architect, if requested by owner
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not applicable
§ 4.1.1.26	Historic preservation	Not applicable
§ 4.1.1.27	Furniture, furnishings, and equipment design	Architect, if requested by owner
§ 4.1.1.28	Other services provided by specialty Consultants	To be determined, if required
§ 4.1.1.29	Other Supplemental Services	To be determined, if required
§ 4.1.1.30	Structural engineering	Architect, if requested by owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not applicable

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

Init.

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Four (4) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation

of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, as an additional service, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$10,000.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably

necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$57,000.00

- .2
(Paragraphs deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly, based on annual rates applicable on the first day of January, each year unless it is agreed that the cost for any particular Additional Service shall be a percentage of the related cost.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly, based on annual rates applicable on the first day of January, each year unless it is agreed that the cost for any particular Additional Service shall be a percentage of the related cost.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Fourty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

Init.

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Hourly, based on annual rates applicable on the first day of January each year.

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Not applicable

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

zero % 0

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

- 12.1 Field observations under Basic Services will be provided with an average of two (2) site visits monthly or as determined appropriate by construction manager. Basic services are outlined in 4.2.3. Authorization to exceed anticipated visits will require an Additional Services amendment to this agreement. Additional approved field observation visits will be billed at \$600/trip plus reimbursables.
- 12.2 Additional Services will be required if a revision in project scope and/or quality level is required to reduce the Construction Cost if it is exceeded by the sum of the lowest bids. Specifically, if the Architect is asked to modify the drawings and specifications as necessary to comply with the latest estimated construction cost as prepared by the Construction Manager, the Architect shall be entitled to payment for all services performed in accordance with these modifications, whether or not the construction phase is commenced.
- 12.3 If it is determined by the owner that new furniture is to be incorporated into this project, compensation for this supplemental service will be hourly as stated in 11.2. For existing furniture to be inventoried so to be reused, reconfigured, or refurbished, compensation for this supplemental service will be hourly as needed as stated in 11.2, if requested by owner.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

Init.

AIA Document B132 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:52:49 ET on 02/04/2025 under Order No.2114533418 which expires on 05/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1647669059)

(Paragraphs deleted)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Tyler L. Johnson President – MN #54078

(Printed name, title, and license number, if applicable)

Init.

AIA Document B132 – 2019. Copyright © 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:52:49 ET on 02/04/2025 under Order No.2114533418 which expires on 05/12/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1647669059)

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Delegation Agreement related to Cannabis Zoning and Land Use	
Primary Originating Division/Dept.: County Attorney's Office Contact: Michelle Zehnder Fischer Title: County Attorney Amount of Time Requested: 5 minutes Presenter: Michelle Zehnder Fischer Title: County Attorney	Meeting Date: 02/11/2025 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: On September 3, 2024, the Board approved a Delegation Agreement being extended pursuant to Minn. Stat. § 342.22, subd. 1. This statute permits counties and towns (as used herein refers to townships) to enter into a delegation agreement to allow the County to regulate and enforce cannabis statutes and rules on behalf of the towns. This Delegation Agreement was amended on September 24, 2024. On December 17, 2024, the following townships Delegation Agreements were approved by the Board: Belgrade Township, Bernadotte Township, Brighton Township, Grandby Township, Lafayette Township, New Sweden Township, Nicollet Township, Oshawa Township, and West Newton Township. On January 7, 2025 the following townships Delegation Agreement was approved by the Board: Ridgely Township and Courtland Township. Lake Prairie Township has signed and returned the executed Delegation Agreement. This delegation agreement is now presented for the Board's consideration.	
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) 9/3/24, 9/24/24, 12/17/24, 1/7/25	
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A	
ACTION REQUESTED: Board consideration of executed delegation agreement between Nicollet County and Lake Prairie Township related to cannabis registration, regulation, and enforcement.	
FISCAL IMPACT: Other (Select One) If "Other", specify: FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	FUNDING County Dollars = State (Select One) Total:

**JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF NICOLLET AND LAKE PRAIRIE TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Nicollet and Lake Prairie Township for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minnesota Statutes § 471.59.

The County of Nicollet and Lake Prairie Township agree that:

1. The County of Nicollet will act in place of Lake Prairie Township as the local government unit for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Nicollet is authorized to adopt, administer, and enforce within the jurisdictional limits of Lake Prairie Township any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium and the adoption of a limit on the number of retailer registrations issued as allowed under Minnesota Statutes Chapter 342.
3. The County of Nicollet is authorized and has the consent of Lake Prairie Township to review and certify to the Office of Cannabis Management if the business applying for a license in Lake Prairie Township complies with local zoning ordinances and, if applicable, state fire and building codes. Lake Prairie Township shall provide the County of Nicollet, within 30 days of receipt of the license application, with any additional information it believes is relevant to the license review and the County of Nicollet shall attach such information to the certification materials submitted to the Office of Cannabis Management.
4. The County of Nicollet is authorized and has the consent of Lake Prairie Township to register and enforce all registration requirements, including but not limited to compliance checks and registration suspension related actions, under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Nicollet. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
5. The County of Nicollet will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of Lake Prairie Township. Source of funds shall be through State

grant funds, County cannabis aid funds, general revenue funds, and the collection of fees and penalties as established by the County of Nicollet.

6. Any ordinance adopted by the County of Nicollet with regards to cannabis shall be construed to supersede any local municipal regulation or ordinance to the extent the local municipal regulation is less restrictive. Where the conditions imposed by any ordinance provision are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements shall prevail.
7. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. The County of Nicollet shall maintain all records, accounts and reports for the regulation and registration of cannabis.
8. The County of Nicollet shall account for any funds and the County of Nicollet shall provide a report of all receipts and disbursements upon request. If any surplus property or funds are obtained through this joint powers agreement they shall be distributed to the County of Nicollet in the event this agreement is terminated.
9. Nicollet County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. Lake Prairie Township shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Nicollet County shall become an employee of Lake Prairie Township, and no employee of Lake Prairie Township shall become an employee of Nicollet County, by virtue of this agreement.
10. All responsibilities not specifically set out to be jointly exercised by the Parties under this Agreement are hereby reserved to the Parties individually. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide services.
11. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Nicollet and the Lake Prairie Township by resolutions of their respective boards.

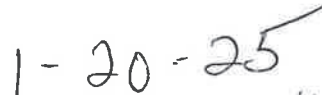
This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

County of Nicollet
Board Chair

Date



Lake Prairie Township



Date



January 28, 2025
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, January 28, 2025, following adjournment of the regular Board of Commissioners meeting. Commissioners Dranttel, Kolars, Dehen, Helget, and Zins were in attendance. County Administrator Mandy Landkamer and Chief Deputy Attorney James Dunn were also present.

Approval of Agenda

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

Consent Agenda

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

- a. January 7, 2025 Drainage Authority Minutes

Carried Unanimously.

Public Appearances:

There were no public appearances.

Adjourn

The meeting was adjourned at 9:17 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Drainage Authority

Meeting Agenda Item

**Agenda Item:**

CD38A Preliminary Engineers Report Hearing

Primary Originating Division/Dept.: Public Services

Meeting Date: 02/11/2025

Contact: Jaci Kopet

Title: PPSD Director

Item Type: Regular Agenda
(Select One)

Amount of Time Requested: 30 minutes

Presenter: Jaci Kopet

Title: PPSD Director

Attachments: ☒ Yes ☐ NoCounty Strategy:
(Select One)

Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

A petition for improvements to Nicollet County Ditch 38A was submitted to the Nicollet County Public Services Office on May 29, 2024.

On July 9, 2024, the Drainage Authority accepted the petition and appointed Chris Otterness, PE, of Houston Engineering Inc. as the engineer responsible for preparing a Preliminary Engineer's Report.

Engineer Chris Otterness submitted the preliminary survey report to Nicollet County Public Services on December 31, 2024.

The hearing on the Preliminary Engineer's Report is scheduled for 10:00 a.m. on February 11, 2025, in the Nicollet County Board Room at the Nicollet County Government Center.

Engineer Otterness will be attending to present the PER report.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ NonePrior 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:**

The board will be asked to accept or deny the PER report and proceed to the Final Engineers Report.

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State

(Select One)

FTE IMPACT: No FTE change
(Select One)**Total:**

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

RECEIVED

By Jaci Kopet at 11:43 am, Dec 31, 2024



PRELIMINARY ENGINEERS REPORT

Nicollet County Ditch 38A Branch 1 Lateral D
and Branch 4 Improvement

PRELIMINARY ENGINEERS REPORT

Nicollet County Ditch 38A Branch 1 Lateral D and Branch 4 Improvement

December 31, 2024
Maple Grove, MN



Houston Engineering, Inc.
7550 Meridian Circle, Suite 120
Maple Grove, MN 55369
Phone # 763.493.4522

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

A handwritten signature in black ink, appearing to read "Chris Otterness", is written over a horizontal line.

Chris Otterness
License No. 41961

December 31, 2024

Date

TABLE OF CONTENTS

1 INTRODUCTION.....	3
1.1 OVERVIEW OF PETITION	3
1.2 LOCATION OF EXISTING DRAINAGE SYSTEM	3
2 PROJECT DESIGN.....	4
2.1 SITE SURVEY AND TILE CONDITIONS	4
2.2 PROJECT DESIGN.....	4
3 COMPATIBILITY WITH EXISTING PLANS AND STATE LAW.....	7
3.1 DRAINAGE LAW – MINN. STAT. CHAPTER 103E	7
3.1.1 PRELIMINARY SURVEY REPORT REQUIRED CONTENTS.....	7
3.2 PERMITTING REQUIREMENTS	7
3.2.1 LOCAL	7
3.2.2 STATE	8
3.2.3 FEDERAL	8
3.3 EXISTING WATER MANAGEMENT PLANS.....	8
3.3.1 MINNESOTA RIVER MANKATO ONE WATERSHED ONE PLAN	8
3.3.2 NICOLLET COUNTY LOCAL WATER MANAGEMENT PLAN.....	8
3.3.3 TMDL'S.....	9
4 CONSIDERATIONS.....	9
4.1 PROJECT COSTS AND PUBLIC AND PRIVATE BENEFITS	10
4.1.1 PRIVATE BENEFIT	10
4.1.2 PUBLIC BENEFIT.....	10
4.1.3 COSTS.....	10
4.2 ALTERNATIVE MEASURES	11
4.3 LAND USE	11
4.4 CURRENT AND POTENTIAL FLOODING	12
4.4.1 DRAINAGE SYSTEM	12
4.4.2 DOWNSTREAM.....	12
4.5 WETLANDS	13
4.6 WATER QUALITY	15
4.7 FISH AND WILDLIFE RESOURCES	15
4.8 GROUNDWATER	16
4.9 ENVIRONMETAL IMPACT	16
4.10 EXTERNAL FUNDING	16
5 PUBLIC UTILITY, BENEFIT OR WELFARE.....	16
6 OPINION PROBABLE CONSTRUCTION COST	17
7 SEPARABLE MAINTENANCE	17
8 RECOMMENDATIONS	18

Tables

Table 1: Downstream Culvert Impacts	14
Table 2: Downstream Channel Impacts	14
Table 3: Opinion of Probable Construction Costs	17

FIGURES

Figure 1 – Site Area	5
Figure 2 – Site Topography and Survey	6

EXHIBITS

<u>Exhibit A – Improvement Petition</u>	
<u>Exhibit B – Site Survey</u>	
<u>Exhibit C – Design Calculations</u>	
<u>Exhibit D – Preliminary Design Plans</u>	
<u>Exhibit E – Opinion of Probable Cost</u>	
<u>Exhibit F – National Wetland Inventory</u>	
<u>Exhibit G – Nicollet CD 38A Improvement Feasibility</u>	

1 INTRODUCTION

1.1 OVERVIEW OF PETITION

The petitioned project consists of an improvement of Branch 1 Lateral D (including Branch 1 Lateral D Spur 1) and Branch 4 (including Branch 4 Lateral D) of Nicollet County Ditch (CD) 38A. The improvement will increase the capacity of a tiled portion of the laterals. The proposed project location and its drainage area are shown in **Figure 1**. The proposed project is a result of a petition received by Nicollet County from several landowners requesting the Improvement of Branch 1 Lateral D and Branch 4. A copy of the petition for the improvement is included in **Exhibit A**.

The petition for the improvement of CD 38A states that the drainage system has insufficient capacity and is in need of repair. The installation of larger tile is required to furnish sufficient drainage capacity and fulfill its original intended purpose; and the proposed improvement will be of public utility and promote the public health. The petition for the Improvement of CD38A Br1 Lat D and Br4 was filed with Nicollet County Board of Managers (Board) in accordance with Minnesota Statutes (Minn. Stat.) sections 103D.625 and 103E.225. The Board appointed Houston Engineering, Inc. (HEI) as project engineer and ordered the preparation of the Engineer's Preliminary Survey Report in accordance with Minn. Stat. § 103E.241, Subd. 1.

1.2 LOCATION OF EXISTING DRAINAGE SYSTEM

The drainage system is located in Sections 19, 20, 21, 28, 29 and 30 of Courtland Township (T110N, R29W). Branch 1 Lateral D begins in the NE quarter of the NE quarter of Section 30, flows northwest crossing CSAH 21, into the SE quarter of the SE quarter of section 19, then through the SW quarter of the SE quarter, the NW quarter of the SE quarter; and there terminating at the Branch 1 of CD 38A. The total length of Branch 1 Lateral D is 3,450 feet.

Branch 1 Lateral D Spur 1 begins in the NE quarter of the SW quarter of Section 20, flows southwest crossing township road 541st Ave, into the SE quarter of the SE quarter of section 19; and there terminating at the intersection of Branch 1 Lateral D of CD 38A. The total length of Branch 1 Lateral D Spur 1 is 1,753 feet.

Branch 4 begins in the NE quarter of the NE quarter of Section 29, flows northeast crossing CSAH 21, into the NW quarter of the NW quarter of section 28, then through the SW quarter of the SW quarter of section 21, the NE quarter of the SE quarter, the NW quarter of the SE quarter; and there terminating at the Branch 4 of CD 38A. The total length of Branch 4 is 5,000 feet.

Branch 4 Lateral D begins in the NE quarter of the NW quarter of Section 28, flows northwest into the NW quarter of the NW quarter, and there terminating at the Branch 4 of CD 38A. Total length of Branch 4 Lateral D is 1,081 feet. See **Figure 1**.

2 PROJECT DESIGN

2.1 SITE SURVEY AND TILE CONDITIONS

Landowners have observed prolonged flooding of agricultural lands in the area drained by CD 38A Branches 1 Lateral D and Branch 4. An investigation of the problems being experienced within the drainage area, through examination of the drainage system record, indicates that the problems are due to both insufficient capacity and disrepair of the tile system. The current drainage coefficients of CD 38A Branch 1 Lateral D, and Branch 4 range from approximately 0.08 to 0.50 inches/day (see **Exhibit C**). The lowest of these drainage coefficients is less than 30% of the NRCS recommended drainage coefficient. The tile system was constructed in 1904 and was later improved in 1955 and is now over 70 years old and is past its functional life.

Furthermore, tiles of this age typically experience displacement of individual pipe sections, which decrease the functional cross-section of the pipe and consequently decreasing the capacity from its as-built condition. Such locations are visible on the tile televising that was completed by Empire Pipe Services in January of 2024. The videos show numerous locations with broken and disjointed tiles. Due to its age, the existing tile cannot be effectively maintained and must be replaced in its entirety.

An on-site survey was completed by HEI in August 2024 to determine the location and elevation of the existing tile at the tile outlet and tile inlets when discovered. Culverts downstream of the tile outlet were also surveyed. LiDAR elevation data from the state of Minnesota was utilized to develop drainage patterns and catchment boundaries and determine tile-laying depths. The project site survey is displayed in **Figure 2**.

2.2 PROJECT DESIGN

Plan and profile drawings, included as **Exhibit D** to this report, provide a graphical representation of the current system and recommended solution to correct existing flooding and drainage problems in the benefiting area for Branch 1 Lateral D and Branch 4. This includes replacement of existing tile with new tile sized to provide a 1/2-inch drainage coefficient, as requested under the petition. Typically, the existing tile line is left in-place adjacent to the new line but crushed and capped periodically to ensure it is not utilized. The capacity of 1/2-inch of runoff per day over the drainage area will more than double the functional capacity compared to as-constructed conditions and will support modern row crop production. Detailed design information is included in **Exhibit C**. Along with providing the additional capacity needed, the proposed design provides adequate cover for the entire system. Specifically, a minimum of 3 feet of cover is achieved throughout the project area. This minimum cover will protect the tile from damage from tillage equipment and ground cover and is sufficient to prevent flotation of the pipe. The outlet elevation for each branch was kept the same as the existing tile.



Legend

- Proposed Tile Improvement
- Public Drainage Systems
- Contours - 2ft
- Survey Point Type
- Culvert
- Intake
- Outlet

Source of Contour
Data: 2010



Figure 2 - Site Topography and Survey

Scale: AS SHOWN	Drawn by: DRO	Checked by: CCO	Project No: 6162-0013	Date: 9/23/2024	Sheet:
--------------------	------------------	--------------------	--------------------------	--------------------	--------



3 COMPATIBILITY WITH EXISTING PLANS AND STATE LAW

3.1 DRAINAGE LAW – MINN. STAT. CHAPTER 103E

Nicollet County Board of the Commissioners (the Board), in its role as Drainage Authority for CD 38A, is exercising authority over the petitioned action pursuant to Minn. Stat. chapters 103D and 103E. Pursuant to Minn. Stat. § 103D.625, subd. 4, construction of a new drainage systems or improvement of an existing drainage system must be initiated by filing a petition with the Board. The proceedings for the construction or improvement of drainage systems must conform to chapter 103E. Under Minn. Stat. chapter 103E, the Board must give special attention to both the procedural requirements for establishment and construction of a drainage project as well as the policy requirements for establishment as specifically outlined in Minn. Stat. §§ 103E.015 and 103E.341.

3.1.1 PRELIMINARY SURVEY REPORT REQUIRED CONTENTS

Minn. Stat. § 103E.245, Subd. 4, requires the designated Engineer, if they find the improvement feasible, and comply with the environmental and land use criteria in Minn. Stat. § 103E.015, Subd. 1, to include in the Preliminary Survey Report a preliminary plan of the drainage project showing the proposed ditches, tile, laterals, and other improvements, the outlet of the project, the watershed of the drainage project or system, and the property likely to be affected and its known users. The plan must show:

- The elevation of the outlet and the controlling elevations of the property likely to be affected referenced to standard sea level datum, if practical;
- The probable size and character of the ditch necessary to make the plan practicable and feasible;
- The character of the outlet and whether it is sufficient;
- The probable cost of the drains and improvements shown on the plan;
- All other information and data necessary to disclose the practicability, necessity, and feasibility of the proposed drainage project;
- Consideration of the drainage project under the environmental and land use, and multipurpose water management criteria in Section 103E.015, Subd. 1; and
- Other information as ordered by the drainage authority.

3.2 PERMITTING REQUIREMENTS

3.2.1 LOCAL

This project location is not within a watershed district. We are not aware of any local rules that would affect design.

The project as proposed will not impact any wetlands. As such, a replacement plan under the Wetland Conservation Act (WCA) is not required.

The contractor will need to obtain a utility permit from Nicollet County Highway Department for tile crossings of the County Roads.

3.2.2 STATE

A permit will not be required from the Minnesota Department of Natural Resources, since the proposed project does not involve working in any state listed Public Waters. The Department of Natural Resources and Minnesota Board of Water and Soil Resources have the responsibility to review the Engineer's Report and provide an Advisory Report to the Watershed District.

A Stormwater Pollution Prevention Plan will be developed and a permit will be required from the Minnesota Pollution Control Agency, since construction activities will disturb more than five acres of land as part of a drainage project.

3.2.3 FEDERAL

Impacts to wetlands are regulated at the Federal level by the US Army Corps of Engineers, implementing Section 404 of the federal Clean Water Act (CWA). The proposed work may be authorized under Nationwide Permit 40, as issued by the U.S. Army Corps of Engineers in 2021. This permit authorizes the construction of drainage tile for agricultural activities. The construction of the tile is authorized under NWP 40, and the project is designed such that no wetland drainage will result from the project. Therefore, no mitigation will be required for the project.

The Swampbuster provision of the 1985 Farm Bill was aimed at reducing the conversion of wetlands for agricultural purposes. Farmers who drain, fill, level, clear stumps or otherwise alter a wetland may lose eligibility for U.S. Department of Agriculture (USDA) program benefits. As a result of the proposed improvement to Branch 1 Lateral D and Branch 4, farmers wishing to receive, or continue to receive, USDA program benefits or payments may need to complete Form AD-1026, which is available at the local Farm Service Agency (FSA) office.

3.3 EXISTING WATER MANAGEMENT PLANS

Several local water management plans address water quantity and quality concerns at the county and watershed level inclusive of this project area. The following sections summarize water management issues, goals and activities identified in each of the relevant water plans.

3.3.1 MINNESOTA RIVER MANKATO ONE WATERSHED ONE PLAN

The project is located in the Minnesota River – Mankato One Watershed One Plan (1W1P) planning area. Development of the comprehensive watershed management plan for this area is currently underway but not yet completed or adopted.

3.3.2 NICOLLET COUNTY LOCAL WATER MANAGEMENT PLAN

The Nicollet County Local Water Management Plan identifies drainage as one of five priority water management concerns in the County. Drainage is addressed via two objectives, with seven total action items. These include:

- Objective 1: Improve Drainage Management
 - Consider flood water reduction and water quality improvement technologies and BMPs
 - Promote and market State and Federal conservation programs that target drainage
 - Provide assistance to private drainage operators

- Incorporate approaches in the MN Public Drainage Manual and NRCS Drainage Water Management'
- Identify projects where tile water from public drainage systems can augment water levels in wetland restorations
- Objective 2 – Education
 - Conduct education events that promote conservation practices
 - Invite area producers to a discussion on conservation drainage

The plan's implementation largely relies on external funding sources and voluntary landowner participation. Later sections in this report discuss the potential use of BMPs for the CD 38A improvement project.

3.3.3 TMDL'S

CD 38A outlets into Heymans Creek, which in turn outlets into the Minnesota River. Heymans Creek is listed on the Minnesota Pollution Control Agency's (MPCA) Impaired Waters List for aquatic life and aquatic recreation and has a Total Maximum Daily Load (TMDL) report addressing *E. coli*. The Minnesota River is identified as impaired for aquatic life, aquatic recreation, and aquatic consumption. The Minnesota River Watershed has Total Maximum Daily Load (TMDL) reports that address impairments on several river reaches throughout the watershed.

Under current conditions, excess surface water runoff is delivering sediment and nutrients to CD 38A, contributing to the impairments in Heymans Creek and the Minnesota River. Additionally, the poor condition of the existing tile allows for the introduction of sediment through the tile system. The improvement, when combined with stabilized intakes will do two things: (1) by creating better subsurface drainage, infiltration capacity in the soil will increase and surface runoff will be reduced for smaller more frequent rainfalls, thus reducing TP and sediment delivery on an annual basis to the impaired water; and (2) replacing the old, deteriorated tile with plastic pipe will further reduce sediment delivery to the impaired water. The project is not anticipated to increase turbidity but rather likely will reduce turbidity through reduction of sediment loss due to blow-outs and other tile failures. The project also may facilitate the future construction of surface BMPs, such as WASCOBS.

4 CONSIDERATIONS

M.S. 103E.015 Subdivision 1 requires the drainage authority to consider the flowing criteria prior to establishing a drainage project:

- (1) private and public benefits and costs of the proposed drainage project;
- (2) alternative measures, including measures identified in applicable state-approved and locally adopted water management plans, to:
 - (i) conserve, allocate, and use drainage waters for agriculture, stream flow augmentation, or other beneficial uses;
 - (ii) reduce downstream peak flows and flooding;
 - (iii) provide adequate drainage system capacity;
 - (iv) reduce erosion and sedimentation; and
 - (v) protect or improve water quality;

- (3) the present and anticipated land use within the drainage project or system, including compatibility of the project with local land use plans;
- (4) current and potential flooding characteristics of property in the drainage project or system and downstream for 5-, 10-, 25-, and 50-year flood events, including adequacy of the outlet for the drainage project;
- (5) the effects of the proposed drainage project on wetlands;
- (6) the effects of the proposed drainage project on water quality;
- (7) the effects of the proposed drainage project on fish and wildlife resources;
- (8) the effects of the proposed drainage project on shallow groundwater availability, distribution, and use; and
- (9) the overall environmental impact of all the above criteria

The following is technical information which may be used in the consideration of these nine criteria.

4.1 PROJECT COSTS AND PUBLIC AND PRIVATE BENEFITS

Minn. Stat. § 103E.015, Subd 1(1) requires the drainage authority to consider private and public benefits and costs of proposed drainage projects.

4.1.1 PRIVATE BENEFIT

The private benefits expected from the project accrue mainly to agricultural lands that lie adjacent to the proposed improvement. These private benefits would be experienced through reduced overland flooding, reduced seepage, and erosion prevention. A secondary benefit would be reduced maintenance costs, as the project will replace a substantial amount of aging tile. Benefits of the improvement will be quantified by Viewers appointed by the Drainage Authority following the hearing on the preliminary engineer's report.

4.1.2 PUBLIC BENEFIT

Public benefits include an increase in regional economic activity, protection and preservation of tax base, and reduction of sediment delivery due to failing tile.

4.1.3 COSTS

Estimated project costs are outlined in 6. *Opinion of Probable Cost* and detailed in **Exhibit E**. In addition to economic costs, there are other non-quantifiable factors to be considered. These include impacts on the environment, social costs, and cultural costs. Because the land use of the project area is predominantly agricultural, there will be some potential for adverse impacts to landowners traversed by the project. These adverse impacts will include losses of crops in the construction corridor, inconveniences caused by the construction operations, and other miscellaneous impacts associated with construction. Construction activities should not cause a significant amount of traffic impairment and construction inconvenience due to traffic rerouting and other related activities. In addition, typical noise

and dust problems associated with the construction operations will likely occur but given the rural nature of the project location, minimal impact is anticipated.

4.2 ALTERNATIVE MEASURES

Alternative measures must be considered before establishing a drainage project per Minn. Stat. § 103E.015, Subd 1(2). The alternative measures considered must include elements to (i) conserve, allocate, and use drainage waters for agriculture, stream flow augmentation, or other beneficial uses (ii) reduce downstream peak flows and flooding (iii) provide adequate drainage system capacity (iv) reduce erosion and sedimentation and (v) protect or improve water quality. Listed below are the feasible alternatives and followed by the consideration given to each:

- Do nothing – This alternative will maintain the status quo in terms of insufficient agricultural drainage which limits the economic viability of agriculture in the watershed. Due to the age of the system, it will continue to rapidly deteriorate, requiring significant cost to maintain until it is improved or repaired. Additionally, as described above in Section 2.3, the current drainage system contributes excessive sediment and nutrients to downstream impaired stream reach due to open water intakes and sectional tile. Alternatively, if nothing is done to replace the public system, landowners may attempt to privately construct a tile outlet, circumventing the public drainage system process and the oversight, considerations, and protections associated with that process. For these reasons, the Do-Nothing alternative is not practicable.
- Repair– Repair of the drainage system would resolve the excessive contributions of sediment and nutrients to downstream impairments but would not enhance the economic viability of agriculture. A feasibility study for the repair or improvement of the CD 38A system dated 3/14/2024 (see **Exhibit G**) indicated that portions of the drainage system, especially on the upstream portions of tile, would still have less than ¼ inch drainage coefficient under a repair condition. This capacity is insufficient to achieve the desired agricultural yields. Therefore, this alternative is less economically viable than an improvement scenario.
- Improvement– Improvement of the drainage system will resolve the excessive contributions of sediment and nutrients to downstream impairments, enable sufficient cover depth for long term viability, and enhance the agricultural economics on the drainage system, without resulting in a significant added burden to downstream resources.
 - Preferred Alternative – As detailed within this Preliminary Engineer's Report. This was designed to achieve the desired drainage coefficient of ½ inch and maximize the cover by using the tile dimensions and slopes identified.
 - Storage Alternative: Storage alternative in line with drainage system. In this alternative, a stormwater storage basin would be constructed in-line with either the Branch 1 Latera D or Branch 4 tiles. To avoid excessive excavation costs, a BMP of this type would be typically located in an existing depressional area (e.g. a partially drained wetland). However, there are no significant depressional areas along Branch 1 Lateral D or Branch 4 that would be suitable for an in-line pond, without excavation to depths exceeding 8 feet over the entire pond surface. As such, this alternative is not fiscally feasible.

4.3 LAND USE

Per Minn. Stat. § 103E.015, Subd 1(3), the drainage authority must consider the present and anticipated land use including the compatibility of the project with local land use plans. The present land use within the project area is, for the most part, agricultural. In general, land use will remain agricultural for the

foreseeable future, as it is primarily zoned as 'Agricultural Preservation' according to the current Zoning Map. The Nicollet County Comprehensive Land Use Plan contains a goal of agricultural preservation: Drainage is a necessity for the viability of agricultural land use in this area. Thus, the project is compatible with local land use plans.

4.4 CURRENT AND POTENTIAL FLOODING

Per Minn. Stat. § 103E.015, Subd 1(4), the drainage authority must consider the current and potential flooding characteristics of property in the drainage project or system and downstream for the 5-, 10-, 25- and 50-year flood events, including the adequacy of the outlet for the drainage project. In addition to the statutory required flood analysis, for this project the 2-year flood event was also reviewed.

4.4.1 DRAINAGE SYSTEM

As a result of the poor existing drainage coefficient, even frequently recurring rainfalls such as the 2-year, 24-hour rainfall (2.81-inches) result in surface pooling for extended periods of time in the many depressional areas drained by Branches 1 and 4, particularly in the upper portions of the system where the drainage coefficient is smallest. When such a rainfall occurs during the late spring or early summer, planted crops will experience nearly total die-off in inundated areas and require replanting. When a substantial rainfall occurs mid-summer, there is no chance for replanting and the entire crop in these areas may be lost for the season.

The drainage coefficient for a repair of Branch 1 Lateral D ranges from approximately 1/10-inch (0.09 inches) at the upstream end to over 1/2-inch at the tile outlet. The Branch 4 repair drainage coefficient ranges from 0.18" at the upstream end to just under 1/2-inch at the outlet. The proposed improvement increases the capacity to a 1/2-inch drainage coefficient throughout both portions of the system. If desired, different drainage coefficients could be analyzed at the request of the drainage authority. A table of current and improved drainage coefficients is provided in **Exhibit C**. The proposed improvement will decrease the inundation duration in depressional areas, reducing the likelihood of crop damage following rainfall events.

4.4.2 DOWNSTREAM

The improvement of the drainage system will result in a change in the peak flows at the outlet of the two tile branches. Following the improvement, the drainage tiles will continue to flow at full capacity for a period of time following rainfalls greater than or equal to approximately the 2-year, 24-hour rainfall event. Although there are many private tiles that currently connect, and will continue to connect, to the CD 38A tiles, the discharge flow from the public tile is limited by the gravity-flow capacity of the downstream-most segment of tile. The maximum increase in downstream peak flows resulting from the improvement for any rainfall greater than or equal to the 2-year, 24-hour rainfall event is thus equivalent to the difference in capacity of the existing and improved system, as calculated using Manning's Equation. This comparison yields a maximum increase of approximately 1.5 cubic feet per second (cfs) at the terminus of Branch 1 Lateral D, and 3.6 cfs at the terminus of Branch 4. This maximum increase assumes that flows peak at identical times in the CD 38A Main Trunk/Branch 4. In reality, the tile portions of Branch 1 Lateral D and Branch 4 and open channel portions of Branch 1 and Branch 4 of CD 38A will likely peak at different times since their drainage areas are 0.30 square miles, 0.36 square miles, 1.1 square miles, and 1.9 square miles, respectively. Because this is an improvement of an existing tile system, the total volume of water will not change; however, the residence time will decrease. Due to improved drainage of the tile

systems, less overland flow to the ditch will likely occur in lower storm events like the 2 and 5-year but remain similar to existing overland flow in larger storm events.

To determine the adequacy of the outlet to receive flow from a project, one must understand the scope of the “outlet” of the project, i.e. the furthest extent downstream of the project terminus at which the project may potentially impact hydraulics. Typically, the minimum extent at which the outlet is evaluated is the next downstream culvert. For Branch 1 Lateral 1, the next downstream culvert is at a field road crossing of Branch 1 approximately 580 feet downstream from the Branch 1 Lateral D terminus. For Branch 4, the next downstream culvert is at a field road crossing of Branch 4 approximately 850 feet downstream from the Branch 4 tile terminus.

Basic hydraulic analyses of these culverts were completed with the software HY-8, including surveyed inverts and road overtop elevations. Peak flows on Branch 1 and Branch 4 were generated at each culvert location using the USGS Stream Stats web application. To represent the maximum increase in flow due to the improved conditions, the additional capacities (1.5 cfs for Branch 1 Lateral D and 3.6 cfs for Branch 4) were conservatively added to the Stream Stats peak flows. The result of this analysis is shown in **Table 1**. Cells highlighted in yellow show events where the crossing overtopped. The overtopping frequency of the downstream culverts is not adversely impacted by the increased flow.

Additionally, the water surface elevations and velocities Branch 1 and Branch 4 were reviewed using Manning's equation. The calculations for Branch 1 were made with a bottom width of 4 feet, 1.5-1 side slopes, a 0.0003 ft/ft channel slope, and an “n” value of 0.04. The calculations for Branch 4 were made with a bottom width of 4 feet, 1.5-1 side slopes, a 0.0002 ft/ft channel slope, and an “n” value of 0.04. Branch 1 is roughly 9 feet deep adjacent to Branch 1 Lateral D, and approximately 9 feet deep near the downstream field crossing. Branch 4 is roughly 19 feet deep adjacent to Branch 4 tile terminus and approximately 19 feet deep near downstream field crossing. **Table 2** shows the results of this analysis. Velocities will increase less than 0.02 feet per second, which is considered “no change” as this is less than the likely error on the modeling.

4.5 WETLANDS

Minn. Stat. § 103E.015, Subd 1(5) requires the drainage authority to consider the effects on wetlands. The National Wetland Inventory (NWI) was reviewed to determine the presence of wetland resources within the drainage system (**Exhibit F**). In addition, several years of aerial photography was also consulted for indications of wetlands. Based on these resources, there are no potential wetlands within and near to the drainage system centerline. The project meets the qualification criteria for a federal NWP 40 (agriculture activities) and meets the criteria for the state WCA drainage exemption for agricultural wetlands (Mn Rules 8420.0420 Subp 3. C.). Both the NWP and the WCA exemption will necessitate some coordination with the associated agencies.

Table 1: Downstream Culvert Impacts

Field Crossing Downstream of Branch 1 Lateral D Overtopping Elevation = 980.81	Discharge (cfs)			Peak Water Surface Elevation		
	Existing	Proposed	% Increase	Existing	Proposed	Change
2-Year	32.1	33.6	4.7%	975.13	975.21	0.08
5-Year	66.9	68.4	2.2%	977.36	977.43	0.07
10-Year	96.7	98.2	1.6%	978.86	978.94	0.08
25-Year	141	142.5	1.1%	980.90	980.92	0.02
50-Year	179	180.5	0.8%	981.15	981.16	0.01
Field Crossing Downstream of Branch 4 Overtopping Elevation = 993.84	Discharge (cfs)			Peak Water Surface Elevation		
	Existing	Proposed	% Increase	Existing	Proposed	Change
2-Year	39.1	42.7	9.2%	978.64	978.83	0.19
5-Year	81.1	84.7	4.4%	980.64	980.79	0.15
10-Year	117.0	120.6	3.1%	982.19	982.35	0.16
25-Year	170.0	173.6	2.1%	984.54	984.71	0.17
50-Year	216.0	219.6	1.7%	986.74	986.93	0.19

Table 2: Downstream Channel Impacts

Downstream of Branch 1 Lateral D	Discharge (cfs)			Velocity (ft/sec)		
	Existing	Proposed	% Increase	Existing	Proposed	Change
2-Year	32.1	33.2	3.4%	1.05	1.06	0.01
5-Year	66.9	68.4	2.2%	1.29	1.30	0.01
10-Year	96.7	98.2	1.6%	1.47	1.48	0.01
25-Year	141	142.5	1.1%	1.73	1.74	0.01
50-Year	179	180.5	0.8%	1.32	1.32	0.01*
100-Year	220	221.5	0.7%	1.81	1.81	0.00
Downstream of Branch 4	Discharge (cfs)			Velocity (ft/sec)		
	Existing	Proposed	% Increase	Existing	Proposed	Change
2-Year	39.1	42.7	9.2%	0.91	0.94	0.02*
5-Year	81.1	84.7	4.4%	1.13	1.15	0.02
10-Year	117.0	120.6	3.1%	1.29	1.30	0.02*
25-Year	170.0	173.6	2.1%	1.50	1.52	0.01*
50-Year	216.0	219.6	1.7%	1.17	1.18	0.01
100-Year	265.0	268.6	1.4%	1.89	1.91	0.02

*Math inconsistency due to rounding

4.6 WATER QUALITY

Minn. Stat. § 103E.015, Subd 1(6) requires that the drainage authority consider the effects of the proposed drainage project on water quality. The occurrence of an extreme runoff condition during project construction could cause an increased sediment load into the downstream channel system. However, a Stormwater Pollution Prevention Plan will be prepared for the project, which will minimize the likelihood of a substantial sediment discharge following rainfall events. The downstream water quality following completion of the project will change little from the as-constructed and subsequently improved condition. The improved tile will be clean and free of sediment blockages. Cleaning and inspection ports will be incorporated into the project design which do not currently exist. The project will not drain new lands downstream, and thus the discharge of nutrients will remain similar or decrease in volume from an increase of infiltration potential but will arrive in downstream watercourses earlier in the hydrograph following a rainfall event. Compared to current tile conditions, the project will substantially decrease the discharge of sediment downstream by eliminating tile failures and joint separations that are present and propagating through the system. The project also provides the opportunity for future BMPs to be constructed, such as WASCOBs, that wouldn't be practicable without a restored outlet.

Replacing existing standard intakes with alternative surface inlets may be considered for the purpose of improving water quality. These alternative intakes include Hickenbottom inlets and blind intakes. To be successful, these intakes must be appropriately located (for instance, a Hickenbottom located in the middle of the field will likely get destroyed during harvest, and a blind intake located near a steep grade change may cause a negative pressure to form in the pipe). Likewise, landowner buy-in is necessary to deviate from a standard intake; otherwise, the landowner will install their own intake (and increase the risk of sediment loading). Specific potential locations of alternative intakes will be considered during final plan development.

4.7 FISH AND WILDLIFE RESOURCES

Minn. Stat. § 103E.015, Subd 1(7) requires the drainage authority to consider the effects of the proposed project on fish and wildlife resources. The proposed improvement project does not contemplate any major excavation in any existing natural watercourse or lakes, thus effects on fish resources will be insignificant. There is no destruction of prairie or wooded wildlife habitat contemplated as part of this project.

Public drainage systems may encounter situations where Minnesota's Endangered Species Statute (MS 84.0895) and the associated Rules apply. The endangered species program regulates activities that take, import, transport, or sell any portion of an endangered or threatened species where these acts may be allowed by permit issued by the DNR. The statutes exempt the accidental, unknowing destruction of designated plants. However, it is the responsibility of the Engineer when preparing a final report to complete due diligence to avoid impacts to threatened and endangered species. Based on a review of the MnDNR's Natural Heritage Information System (NHIS) data (Houston Engineering License Agreement LA-1049), there were no state-listed threatened or endangered species within or within a 1-mile radius of the proposed improvement.

A federally listed threatened mammal species, the northern long-eared bat, is protected under the federal Endangered Species Act. This species is found in Minnesota. However, there are no proposed tree removals as a component of this project, therefore, we do not anticipate impacts to this federally protected species.

4.8 GROUNDWATER

Minn. Stat. § 103E.015, Subd 1(8) requires the drainage authority to consider the effects of the proposed drainage project on shallow groundwater availability, distribution and use. The average pipe depth of the improvement is approximately 8 feet, the maximum depth is nearly 13 feet, and the shallowest depths are approximately 3 feet. We are unaware of any current or proposed uses of shallow groundwater use in this location. Because of these factors, the proposed improvement project should have little or no impact on existing shallow ground water use within the project drainage area.

4.9 ENVIRONMENTAL IMPACT

Minn. Stat. § 103E.015, Subd 1(9) requires the drainage authority to consider the effects on the overall environmental impact of the proposed drainage project. The project engineer and project sponsors for this project envision that the overall impact of the project will contain no long-term adverse effects on the environment. While construction operations have an inherent adverse effect on the environment, these effects are temporary in comparison to the long-term benefits anticipated from the project operation.

4.10 EXTERNAL FUNDING

In accordance with Minn. Stat. § 103E.015, Subd. 1a., the Engineer on behalf of Nicollet County investigated the potential use of external sources of funding to facilitate the purposes of Minn. Stat. § 103E.011, subd. 5., which are for wetland preservation or restoration or creation of water quality improvements or flood control. Through a call to the Nicollet County Soil and Water Conservation District (SWCD) in October of 2024, there are multiple grant and cost-share opportunities that could be used in development of water quality BMPs. Discussion centered on the use of BMPs such as WASCOBs, buffer strips, cover crops, terraces, waterways, wetland restorations, nutrient management, strip till/ no till or alternative tile intakes (Hickenbottom or Blind), which should be considered where practical. Construction of these BMPs would require voluntary landowner participation and be subject to the timing of the availability of the funding to coincide with a potential improvement project. External funding for eligible BMP's may be available through Clean Water Fund Grants, an annual local funding set aside through the SWCD, or federal funds from the NRCS through the Environmental Quality Incentives Program (EQIP).

Particularly of interest to the SWCD was the potential inclusion of a WASCOB along the tile to treat water prior to entrance into the system and alternative intakes (Hickenbottom or Blind). Inclusion of a WASCOB will not affect the design of the drainage system improvement, so the timing of design and construction of the WASCOB could be during or after design and construction of the improvement. Further coordination with the SWCD is anticipated to open dialogues with the landowners. If landowners are willing to participate, the SWCD may apply for grant funding or provide a portion of their local annual set aside.

5 PUBLIC UTILITY, BENEFIT OR WELFARE

In accordance with Minn. Stat. § 103E.015, Subd 2, consideration was given to the conservation of soil, water, forests, wild animals, and related natural resources, and to other public interests affected, together with other material matters as provided by law in determining whether the project will be of public utility, benefit, or welfare, the project engineers provide the following observations.

- Presently, the area drained by Branch 1 Lateral D and Branch 4 is not utilized for municipal, industrial, or irrigation purposes within the project area. It is not anticipated that these uses will materialize in the foreseeable future with or without the proposed improvements.

- Recreational activities are currently limited within the project area. There is no anticipated adverse effect on recreation in this area.
- Since the drainage system consists entirely of drain tile, there is no anticipated public navigation potential.
- The project elements as proposed in this report include no drainage opportunities of existing lakes, wetlands, or other protected water environments. Therefore, the proposed project will have little or no effect on fish resources.
- There does not appear to be any cultural or archaeological resources which would be affected by the proposed project.
- Regarding the federally listed threatened Northern Long-Eared Bat, there are no known roost trees or hibernacula located within the project area. Additionally, no tree removals are proposed, therefore the project will not result in a taking of this federally listed species.

The proposed improvement will be of public utility and benefit and will promote the public health and welfare. Public utility and benefit are achieved by providing more efficient drainage to agricultural properties and public roads within the drainage area. The improvement will protect property values and improve the economy of agricultural production. Public health and welfare are achieved by reducing the frequency of wet and overflowed land which will improve the general sanitary condition of the community, relieve low, wet or stagnant and unhealthful conditions, and protect the overflowed property – just as was sought to be achieved in the original proceedings to establish CD 38A Branches 1 and 4.

6 OPINION PROBABLE CONSTRUCTION COST

The estimated total project costs for the ditch improvement described in this report are as follows:

Table 3 – Opinion of Probable Construction Costs

Proposed Improvements	Construction Cost*	Other Costs**	Total Cost
Improvement of CD 38A Branches 1 Lateral D and 4	\$643,237.20	\$184,274.32	\$827,511.52

*Includes 20% construction contingency.

**Other costs include: engineering based on 20% of construction cost, viewing costs estimated to be \$15,000, and legal and other administrative costs estimated at 1.5% of construction cost.

A detailed breakdown of the project costs is included as **Exhibit E** to this report, Project Itemized Cost Estimate.

7 SEPARABLE MAINTENANCE

In its order initiating proceedings and appointing the engineer to prepare a preliminary survey report, the County instructed the engineer to include in this preliminary survey report an investigation of the current condition of the portion of the drainage system proposed to be improved and provide a recommendation on the propriety of a separable maintenance allocation of project costs. The ditch inspector has previously indicated that the existing tile is in poor condition and given the age of the system, originally constructed in 1904 and replaced in 1950, it is recommended that the existing tile be replaced regardless of

improvement proceedings. The cost to repair existing tile by replacement at its current sizing was separately estimated from the improvement cost and found to be **\$739,212.72** (see **Exhibit E**).

Temporary damages will occur from the tile installation. Damages are tabulated based on estimated acreage impacted. The proposed improvement alignment of Branch 1 Lateral D and Branch 4 was buffered 50 feet on both sides to create a 100-foot right-of-way working corridor. Assuming the entirety of the working corridor, the damaged acreage is displayed in **Exhibit E**. Note that in some instances there may be a need to deviate from the intended alignment. Damaged locations will likely be out of crop production for one growing season and have some reduction in crop yield the following growing season, depending on conditions. Total damages are estimated to be 24.11 acres. The Nicollet 2023 cropland rental rate from the University of Minnesota were estimated to be 233\$/acre. For the equivalent of one year of damage and two half years of damage to crop land, we recommend that a unit cost of \$466/acre be paid to landowners within the working corridor.

It is recommended that the Viewers consider these as separable maintenance costs relative to the improvement in further ditch proceedings.

8 RECOMMENDATIONS

In the opinion of the Project Engineer, the proposed project outlined herein is necessary, feasible, and practical. It is recommended that the Managers take the necessary legal and administrative steps to proceed with Improvement of County Ditch 38A Branch 1 Lateral D (including Spur 1) and Branch 4 (including Lateral D). This includes the ordering of the Engineer to make a detailed survey with plans and specifications and appointing viewers to assess benefits and damages.

EXHIBIT A – IMPROVEMENT PETITION



**PETITION FOR
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A**



TO: THE NICOLLET COUNTY BOARD OF COMMISSIONERS, SITTING AS THE DRAINAGE AUTHORITY FOR NICOLLET COUNTY DITCH NO. 38A

Petitioners respectfully represent, state and request the following:

1. **Designation of Drainage System.**

This Petition requests the completion of a drainage project consisting of improvements to the drainage system designated as County Ditch No. 38A ("CD 38A") located in Nicollet County, Minnesota.

2. **Necessity for Drainage Project.**

The existing drainage system has insufficient capacity or needs enlarging or extending to furnish sufficient capacity or a better outlet. Minn. Stat. § 103E.215, Subd. 4(c)(2). The proposed improvements are necessary to prevent flooding, erosion, and adverse effects on agricultural land.

The drainage system is out of repair and the drainage project petitioned for herein is for a separable portion of the drainage system. Therefore, a portion of the cost may be assessed as a repair. Minn. Stat. § 103E.215, Subd. 6.

3. **Description of Proposed Improvement.**

The proposed improvement would consist of improving Branch 1 Lateral D (including Branch 1 Lateral D Spur 1) and Branch 4 (including Branch 4 Lateral D) of CD 38A. These segments currently consist of buried tile. A map showing the proposed improvement is attached hereto as **Exhibit A**.

Branch 1 Lateral D would be improved along its entire length, commencing at its outlet into the open ditch of Branch 1 in the Southeast Quarter of Section 19 of Courtland Township to the upper end of Branch 1 Lateral D in the Northeast Quarter of Section 30 of Courtland Township. Branch 1 Lateral D Spur 1 would be improved along its entire length, commencing at its outlet into the Branch 1 Lateral D buried tile in the Southeast Quarter of Section 19 of Courtland Township to the upper end of Branch 1 Lateral D Spur 1 in the Southwest Quarter of Section 20 of Courtland Township. The proposed improvement would replace the existing 8-inch, 10-inch, and 14-inch buried tile with larger tile sizes as necessary to increase the capacity to meet the NRCS recommended standard ½ inch per day drainage coefficient.

Branch 4 would be improved along its entire length, commencing at its outlet into the open ditch of Branch 5 in the Southeast Quarter of Section 20 of Courtland Township to the upper end of Branch 4 in the Northeast Quarter of Section 29 of Courtland Township. Branch 4 Lateral D

would be improved along its entire length, commencing at its outlet into the Branch 4 buried tile in the Northwest Quarter of Section 28 of Courtland Township to the upper end of Branch 4 Lateral D in the Northwest Quarter of Section 28 of Courtland Township. The proposed improvement would replace the existing 8-inch, 10-inch, 14-inch, and 16-inch buried tile with larger tile sizes as necessary to increase the capacity to meet the NRCS recommended standard ½ inch per day drainage coefficient.

4. Jurisdiction.

The undersigned Petitioners constitute: (1) at least 26% of the owners of the property affected by the proposed improvements; (2) at least 26% of the owners of property that the proposed improvements pass over; (3) the owners of at least 26% of the property area affected by the proposed improvements; or (4) the owners of at least 26% of the property area that the proposed improvements pass over. Minn. Stat. § 103E.215, Subd. 4(a).

Pursuant to Minn. Stat. § 103E.215, Subd. 4(c)(4), set forth below is a list of the 40-acre tracts or government lots that the proposed improvements would pass over, together with the names and addresses of the owners of those tracts; to-wit:

Branch 1, Lateral D.

	Owner	Address	PID	Description	Sec	Twp	Rge
1	Timothy R & Victoria R Harmening (C4D Vendee)	43370 541st Ave, Courtland, MN 56021	04.119.0410	NW ¼ SE ¼	19	110N	29W
	Roman A Harmening Revocable Trust (C4D Vendor)	316 Foothills PO Box 111, Courtland, MN 56021	04.119.0410	NW ¼ SE ¼	19	110N	29W
2	Timothy R & Victoria R Harmening	43370 541st Ave, Courtland, MN 56021	04.119.0700	NE ¼ SE ¼	19	110N	29W
3	David A & Lynn D Olson	41792 525th Ln, New Ulm, MN 56073	04.119.0505	NW ¼ SE ¼	19	110N	29W
4	Luepke Land LLC	44242 541st Ave, Courtland, MN 56021	04.119.0800	SW ¼ SE ¼	19	110N	29W
5	Luepke Land LLC	44242 541st Ave, Courtland, MN 56021	04.119.0800	SE ¼ SE ¼	19	110N	29W
6	Luepke Land LLC	44242 541st Ave, Courtland, MN 56021	04.130.0305	NE ¼ NE ¼	30	110N	29W
7	Perry & Joan Hulke	52108 440th Ln, Courtland, MN 56021	04.120.0605	NW ¼ SW ¼	20	110N	29W

Branch 4

	Owner	Address	PID	Description	Sec	Twp	Rge
8	Jerome & Margaret Havemeier Trust	20150 Highview Ave Apt 123, Lakeville, MN 55044	04.120.0800	NW ¼ SE ¼	20	110N	29W
9	Jerome & Margaret Havemeier Trust	20150 Highview Ave Apt 123, Lakeville, MN 55044	04.120.0800	NE ¼ SE ¼	20	110N	29W
10	Randall & Marsha Reinhart Revocable Trust	57703 County Road 21, New Ulm, MN 56073	04.121.0600	SW ¼ SW ¼	21	110N	29W

11	David Luepke	44168 541st Ave, Courtland, MN 56021	04.128.0110	NW ¼ NW ¼	28	110N	29W
12	Perry & Joan Hulke	52108 440th Ln, Courtland, MN 56021	04.128.0200	NE ¼ NW ¼	28	110N	29W
13	Nancy Voges (C4D Vendee)	50488 506th St, Courtland, MN 56021	04.129.0205	NE ¼ NE ¼	29	110N	29W
	Lloyd & Naomi Voges Trust Agreement (C4D Vendor)	55306 422nd St, New Ulm, MN 56073	04.129.0205	NE ¼ NE ¼	29	110N	29W

5. Public Utility and Health.

The proposed improvements will be of public benefit and utility because they will (1) protect property and roads from overflow and flooding and (2) render property suitable for cultivation. Minn. Stat. § 103E.215, Subd. 4(c)(5); Minn. Stat. § 103E.005, Subd. 27. Further, the proposed improvements will promote the public health because they will (1) improve the general sanitary condition of property by drainage and (2) prevent overflow that produces or tends to produce unhealthful conditions on agricultural land. Minn. Stat. § 103E.215, Subd. 4(c)(5); Minn. Stat. § 103E.005, Subd. 25.

6. Agreement by Petitioners.

The undersigned Petitioners have been informed and understand that they may not withdraw as a petitioner at any time after this Petition is accepted by the drainage authority, except with the written consent of all other Petitioners on the filed Petition. Also, the undersigned Petitioners acknowledge and agree that they will pay all costs and expenses that may be incurred if the proceedings for this drainage project are dismissed. Minn. Stat. § 103E.215, Subd. 4(c)(6).

7. Cost Bond.

One or more petitioners shall cause a bond to be filed or a check to be delivered in the amount of at least \$10,000.00 payable to the drainage authority. Minn. Stat. § 103E.38A2, Subd. 5. The bond or payment will be conditioned to pay the costs incurred if the proceedings are dismissed or if a contract is not awarded to construct the proposed improvements described in the petition. *Id.*

WHEREFORE, the Petitioners respectfully request the following:

- a. That the drainage authority accepts this Petition, reviews it and determines that it is legally adequate;
- b. That the drainage authority appoints an engineer for purposes of evaluating the proposed drainage project and directs the engineer to prepare an engineer's preliminary report for the proposed drainage project, including allowing the engineer to analyze other potential routes for the proposed improvements and whether separable maintenance may be employed. Petitioners request Chris Otterness and Houston Engineering, Inc. be appointed as project engineer; and

- c. That the proposed improvements be established and constructed as part of the CD 38A drainage system.

Dated: May 30, 2024



Dean M. Zimmerli #0396791
dzimmerli@gislason.com
Jacob J. Brekke #0504544
jbrekke@gislason.com
GISLASON & HUNTER LLP
Attorneys for Petitioners
2700 South Broadway
P. O. Box 458
New Ulm, MN 56073-0458
Phone: 507-354-3111

[Signature pages to follow]

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

John D. Luepke mgr.
of Luepke Land LLC

Ownership (check one):

☐ Individual
☐ Co-Owners (# of co-owners: _____)
☐ Partner (name of partnership: _____)
☒ Corporation or limited liability company (name of corporation or LLC:
Luepke Land LLC)
☐ Trust (complete name of trust: _____)
☐ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.119.0800 SW 1/4 SE 1/4</u>	<u>19</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
<u>04.119.0800 SE 1/4 SE 1/4</u>	<u>19</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
<u>04.130.0305 NE 1/4 NE 1/4</u>	<u>30</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>

Dated: May 9, 2024

John D. Luepke manager
(signature)

Dated: _____

(signature)

Dated: _____

(signature)

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

David Luepke

Ownership (check one):

☒ Individual
____ Co-Owners (# of co-owners: _____)
____ Partner (name of partnership: _____)
____ Corporation or limited liability company (name of corporation or LLC: _____)
____ Trust (complete name of trust: _____)
____ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.128.0110 NW 1/4 NW 1/4</u>	<u>28</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
<u>04.130.0300</u>	<u>30</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dated: 5/9/24

ⓧ David A. Luepke
(signature)

Dated: _____

(signature)

Dated: _____

(signature)

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

Dustin Hulke

Ownership (check one):

☒ Individual
____ Co-Owners (# of co-owners: _____)
____ Partner (name of partnership: _____)
____ Corporation or limited liability company (name of corporation or LLC: _____)
____ Trust (complete name of trust: _____)
____ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.120.0700</u>	<u>20</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dated: 5/9/2024


(signature)

Dated: _____

(signature)

Dated: _____

(signature)

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

David A. Olson

Lynn D. Olson

Ownership (check one):

☒ Individual
☐ Co-Owners (# of co-owners: 2)
☐ Partner (name of partnership: _____)
☐ Corporation or limited liability company (name of corporation or LLC: _____)
☐ Trust (complete name of trust: _____)
☐ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.119.0505 NW4 SE4</u>	<u>19</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dated: 5/10/2024


(signature)

Dated: 5/10/2024


(signature)

Dated: _____

(signature)

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

Perry Hulke
Joan Hulke

Ownership (check one):

☐ Individual
☒ Co-Owners (# of co-owners: 2)
☐ Partner (name of partnership: _____)
☐ Corporation or limited liability company (name of corporation or LLC: _____)
☐ Trust (complete name of trust: _____)
☐ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.120.0605 NW 1/4 SW 1/4</u>	<u>20</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
<u>04.128.0200 NE 1/4 NW 1/4</u>	<u>28</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dated: 5-9-24

Perry Hulke
(signature)

Dated: 5-9-24

Joan Hulke
(signature)

Dated: _____

(signature)

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

Perry Hulke, President of PJM Pork Inc.

Ownership (check one):

☐ Individual
☐ Co-Owners (# of co-owners: _____)
☐ Partner (name of partnership: _____)
☒ Corporation or limited liability company (name of corporation or LLC:
PJM Pork Inc.)
☐ Trust (complete name of trust: _____)
☐ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.128.0210</u>	<u>28</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dated: 5-9-24

ⓧ Perry Hulke President
(signature)

Dated: _____

(signature)

Dated: _____

(signature)

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

Ryan Bode President
of Rebo Valley Park LLC

Ownership (check one):

☐ Individual
☐ Co-Owners (# of co-owners: _____)
☐ Partner (name of partnership: _____)
☒ Corporation or limited liability company (name of corporation or LLC: Rebo Valley Park LLC)
☐ Trust (complete name of trust: _____)
☐ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.128.0205</u>	<u>28</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dated: 5-20-24

Ryan Bode President
(signature)

Dated: _____

(signature)

Dated: _____

(signature)

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

Bruce Hulke Trustee

Ownership (check one):

- ☐ Individual
☐ Co-Owners (# of co-owners: _____)
☐ Partner (name of partnership: _____)
☐ Corporation or limited liability company (name of corporation or LLC: _____)
☒ Trust (complete name of trust: Bruce H. Hulke Living Trust)
☐ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.129.0305</u>	<u>29</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dated: 5-9-24

Bruce H. Hulke Trustee
(signature)

Dated: _____

(signature)

Dated: _____

(signature)

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

Larry M Lucpke Trust

Ownership (check one):

☐ Individual
☐ Co-Owners (# of co-owners: _____)
☐ Partner (name of partnership: _____)
☐ Corporation or limited liability company (name of corporation or LLC: _____)
☒ Trust (complete name of trust: Larry M. Lucpke Revocable Living Trust)
☐ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.119.0600</u>	<u>19</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
<u>04.130.0205</u>	<u>30</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
<u>04.130.0200</u>	<u>30</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____

Dated: 5-9-2024

(Signature) Larry M Lucpke Trust

Dated: _____

(signature)

Dated: _____

(signature)

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

John D. Luepke
Lorna J. Luepke

Ownership (check one):

☐ Individual
☒ Co-Owners (# of co-owners: 2)
☐ Partner (name of partnership: _____)
☐ Corporation or limited liability company (name of corporation or LLC: _____)
☐ Trust (complete name of trust: _____)
☐ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.130.0310</u>	<u>30</u>	<u>110N</u>	<u>29 W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dated: May 9, 2024

John D. Luepke
(signature)

Dated: May 9, 2024

Lorna J. Luepke
(signature)

Dated: _____

(signature)

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

Timothy R. Harmening
Victoria R. Harmening

Ownership (check one):

☐ Individual
☒ Co-Owners (# of co-owners: 2)
☐ Partner (name of partnership: _____)
☐ Corporation or limited liability company (name of corporation or LLC: _____)
☐ Trust (complete name of trust: _____)
☐ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.119.0410 NW 1/4 SE 1/4</u>	<u>19</u>	<u>110 N</u>	<u>29W</u>	<u>Nicollet</u>
<u>04.119.0700 NE 1/4 SE 1/4</u>	<u>19</u>	<u>110 N</u>	<u>29W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dated: 5-16-2024

Victoria R. Harmening
(signature)

Dated: 5-16-2024

Timothy R. Harmening
(signature)

Dated: _____

(signature).

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

Janice M. Harmening, Trustee
of Roman A. Harmening Revocable Trust

Ownership (check one):

☐ Individual
☐ Co-Owners (# of co-owners: _____)
☐ Partner (name of partnership: _____)
☐ Corporation or limited liability company (name of corporation or LLC: _____)
☒ Trust (complete name of trust: Roman Harmening Revocable Trust)
☐ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>.04.119.0410 NW 1/4 SE 1/4</u>	<u>19</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dated: May 17, 2024

Janice M Harmening Trustee
(signature)

Dated: _____

(signature)

Dated: _____

(signature)

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

Nancy Voges

Ownership (check one):

☒ Individual
____ Co-Owners (# of co-owners: _____)
____ Partner (name of partnership: _____)
____ Corporation or limited liability company (name of corporation or LLC: _____)
____ Trust (complete name of trust: _____)
____ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.129.0205 NE 1/4 NE 1/4</u>	<u>29</u>	<u>110 N</u>	<u>29 W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dated: 5/9/24

(Signature) Nancy Voges
(signature)

Dated: _____

(signature)

Dated: _____

(signature)

SIGNATURE PAGES FOR
PETITION FOR NEW DRAINAGE PROJECT:
IMPROVEMENT OF DRAINAGE SYSTEM
NICOLLET COUNTY DITCH NO. 38A

Name of Petitioner(s) (please print or type):

Kevin Hulke, Trustee
Lloyd & Naomi Voss Trust Agreement

Ownership (check one):

☐ Individual
☐ Co-Owners (# of co-owners: _____)
☐ Partner (name of partnership: _____)
☐ Corporation or limited liability company (name of corporation or LLC: _____)
☒ Trust (complete name of trust: Lloyd & Naomi Trust)
☐ Other (explanation: _____)

Statement of Authority:

The undersigned states and represents that if he or she is executing in a representative capacity, he or she has the authority to execute on behalf of the respective partnership, corporation, limited liability company, trust or other such entity.

The above-named Petitioner(s) owns the following tract(s) which the proposed improvement will pass over or which is affected by the proposed improvement.

<u>Tract Description</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>County</u>
<u>04.129.0205 NE1/4 NE1/4</u>	<u>29</u>	<u>110N</u>	<u>29W</u>	<u>Nicollet</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Dated: 5-9-24

Kevin Hulke, trustee
(signature)

Dated: _____

(signature)

Dated: _____

(signature)



The Cincinnati Insurance Companies
CHANGE RIDER

To be attached to and form a part of Bond No. CBE1042983

Executed by Perry and Joan Hulke

as Principal and by The Cincinnati Insurance Company as Surety,

in favor of Nicollet County Board of Commissioners

as Obligee for the term beginning 05/09/2024

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to revise the information contained in the original bond as follows:

Revise bond - Ditch 38A; Nicollet County.
501 S Minnesota Ave
Saint Peter, Minnesota 56082-2507
Nicollet

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective on the 9th day of May, 2024.

Perry and Joan Hulke

Principal

Executed by:

By The Cincinnati Insurance Company

Surety



Nicholas Hage

Attorney-in-fact

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

CBE1042983

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Nicholas Hage

of New Ulm MN
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

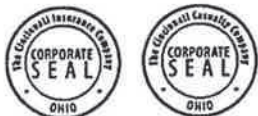
Fifty Thousand Dollars \$ 50,000.00

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 21st day of May, 2024



Ed H

STATE OF MINNESOTA

Bond No. CBE1042983

COUNTY OF Nicollet

DITCH BOND

KNOW ALL MEN BY THESE PRESENTS, in consideration of the annual premium paid that

Perry and Joan Hulke

of

52108 440th Ln, Courtland, MN 56021-4238

as Principal and

The Cincinnati Insurance Company of 6200 South Gilmore Avenue, Fairfield, OH 45014 as Surety are held firmly bound

unto the named Nicollet County Board of Commissioners in the sum of

Fifty Thousand Dollars and Zero Cents

(\$ 50,000.00)

lawful money of the United States

to be paid to said Nicollet County Board of Commissioners, their heirs, legal representatives, assigns or successors for which payment well and truly to be made, we jointly and severally bond ourselves and our legal representatives or successors firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, THAT WHEREAS, Petitioners have applied to the Board of County Commissioners of Nicollet County to improve and repair County Ditch # 38A.

NOW THEREFORE, If Petitioners shall pay all costs and expenses that may be incurred if the proceedings are dismissed or a construction or implementation contract is not awarded to the project or if the proposed drainage project is constructed, this bond shall be void otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 05/09/2024

Witness to Principal:

[Signature]

[Signature]

Witness to Surety:

[Signature]

Principal: Perry and Joan Hulke

[Signature]

[Signature]

THE CINCINNATI INSURANCE COMPANY

[Signature]

Nicholas Hage

, Attorney-in-fact



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

CBE1042983

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Nicholas Hage

of New Ulm MN
their true and legal Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

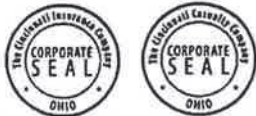
Fifty Thousand Dollars \$ 50,000.00

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-In-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 21st day of

May, 2024



Ed H

EXHIBIT B – SITE SURVEY





Legend

- Proposed Tile Improvement
- Public Drainage Systems
- Contours - 2ft
- Survey Point Type
- Culvert
- Intake
- Outlet

Source of Contour
Data: 2010



Figure 2 - Site Topography and Survey

Scale: AS SHOWN	Drawn by: DRO	Checked by: CCO	Project No: 6162-0013	Date: 9/23/2024	Sheet:
--------------------	------------------	--------------------	--------------------------	--------------------	--------



EXHIBIT C – DESIGN CALCULATIONS

EXISTING CONDITIONS

Station start/stop		Cumulative Area (acres)	Tile Diameter (inches)	Discharge (cfs)	Drainage Coefficient (inches/day)
Branch 1 Lateral D					
0+00	15+50	192	14	3.2	0.40
15+50	23+69	147	14	2.4	0.39
23+69	28+72	81	10	1.2	0.35
28+72	29+55	81	10	3.0	0.89
29+55	34+39	64	8	0.2	0.08
Branch 1 Lateral D Spur 1					
0+00	15+40	66	10	0.9	0.32
15+40	16+35	35	8	0.7	0.44
16+35	18+17	35	8	0.5	0.32
Branch 4					
0+00	10+58	233	18	3.9	0.39
10+58	25+58	207	16	2.8	0.32
25+58	32+58	136	14	2.0	0.34
32+58	36+77	107	12	1.4	0.32
36+77	37+58	107	12	1.5	0.34
37+58	39+58	72	10	0.7	0.22
39+58	44+54	62	8	0.4	0.15
Branch 4 Lateral D					
0+00	10+31	35	8	0.3	0.23



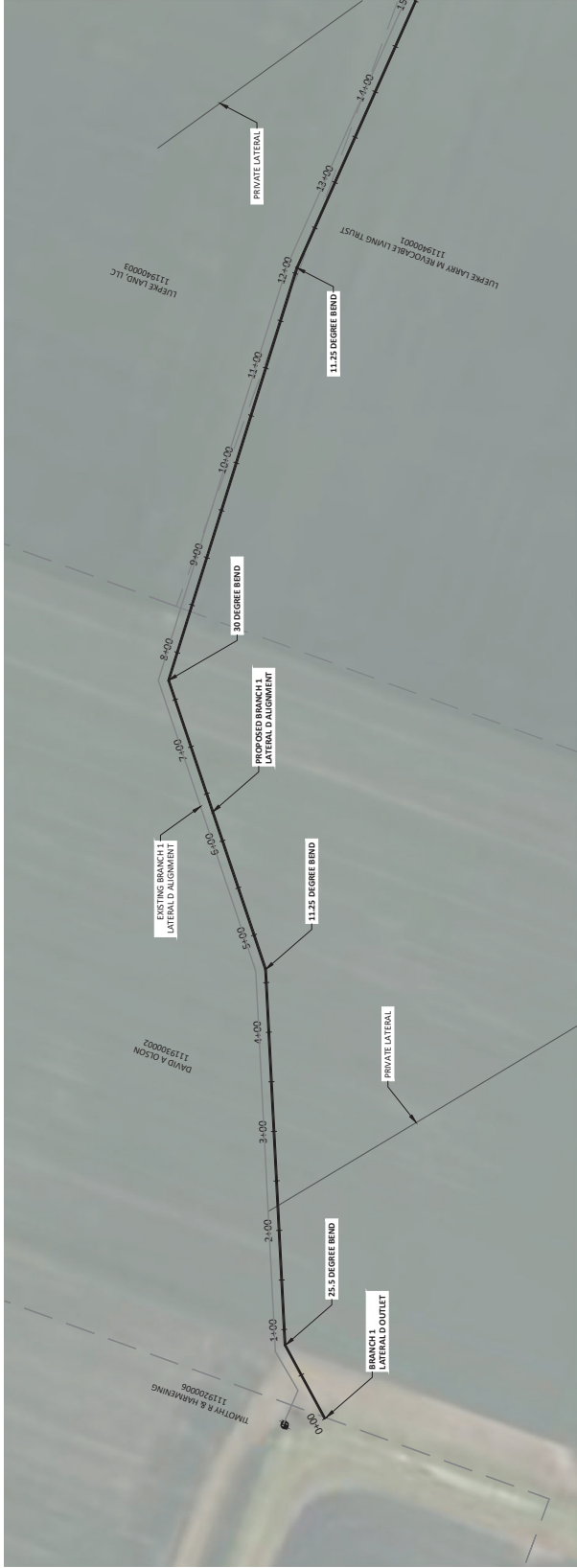
PROPOSED CONDITIONS

Station start/stop		Cumulative Area (acres)	Tile Diameter (inches)	Discharge (cfs)	Drainage Coefficient (inches/day)
Branch 1 Lateral D					
0+00	15+50	192	15	4.8	0.58
15+50	24+14	147	15	3.7	0.60
24+14	27+00	81	12	2.4	0.60
27+00	34+39	64	10	1.4	0.58
Branch 1 Lateral D Spur 1					
0+00	15+40	66	12	1.8	0.62
15+40	18+17	35	10	0.8	0.72
Branch 4					
0+00	10+58	233	24	7.5	0.77
10+58	25+58	207	18	4.8	0.55
25+58	32+58	136	15	3.2	0.56
32+58	37+58	107	15	3.2	0.72
37+58	39+58	72	12	1.7	0.57
39+58	44+54	62	12	1.8	0.74
Branch 4 Lateral D					
0+00	10+31	35	10	0.8	0.52



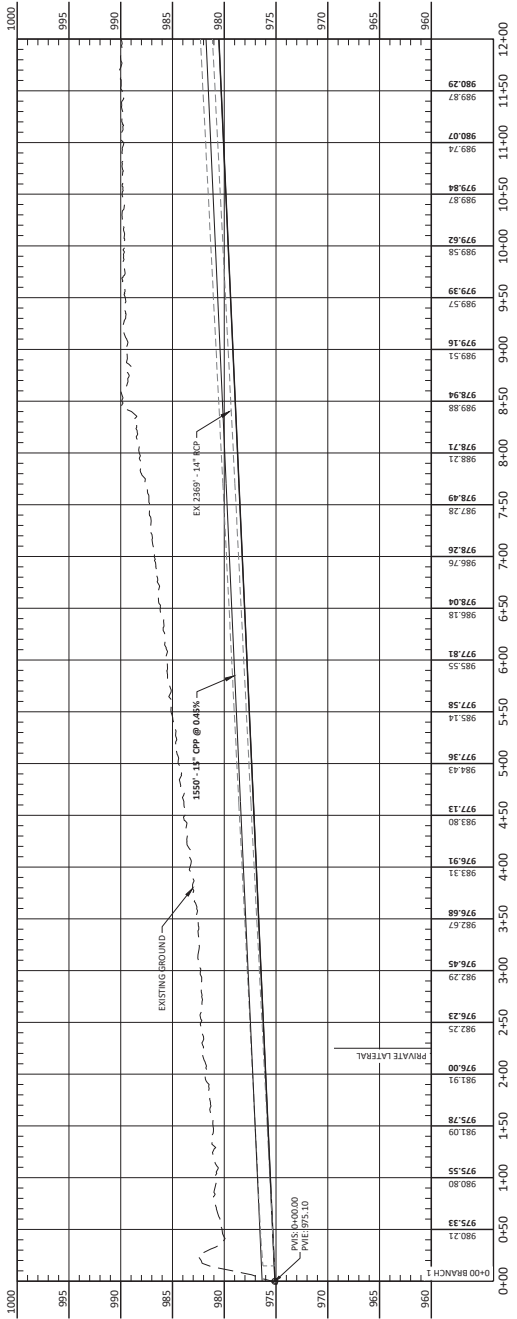
EXHIBIT D – PRELIMINARY DESIGN PLANS





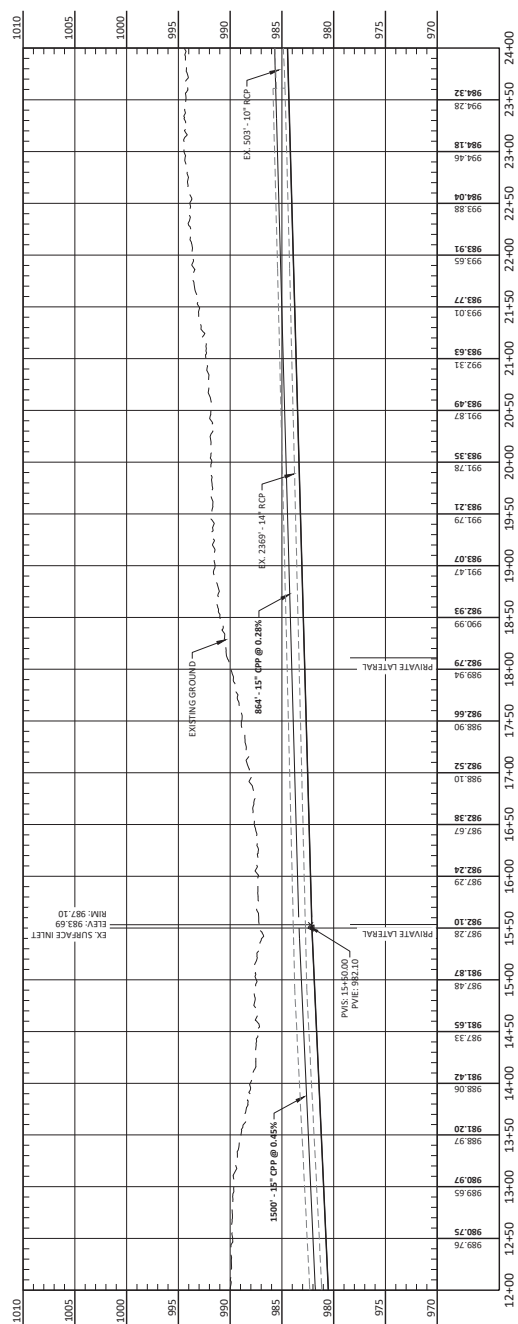
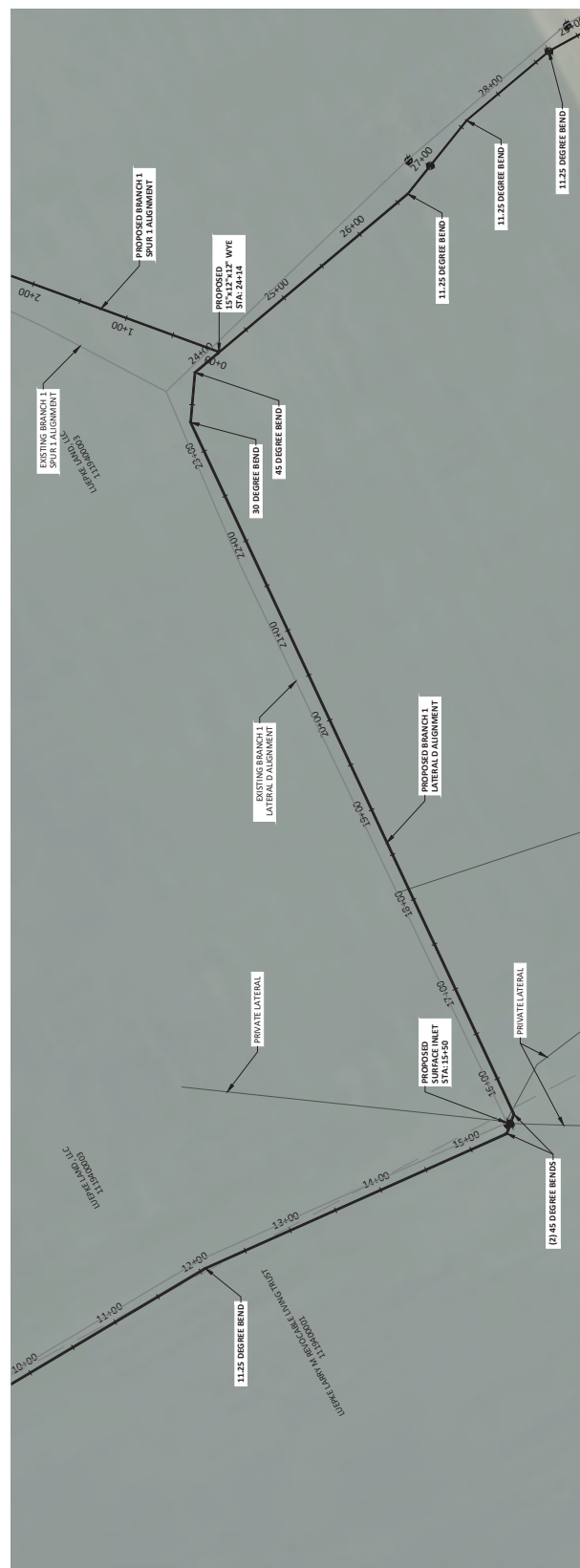
LEGEND			
---	PARCEL LINE		
---	SECTION LINE		
---	PROPOSED ALG		
---	PRIVATE LATERAL		

BRANCH 1 LATERAL D



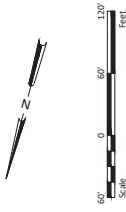
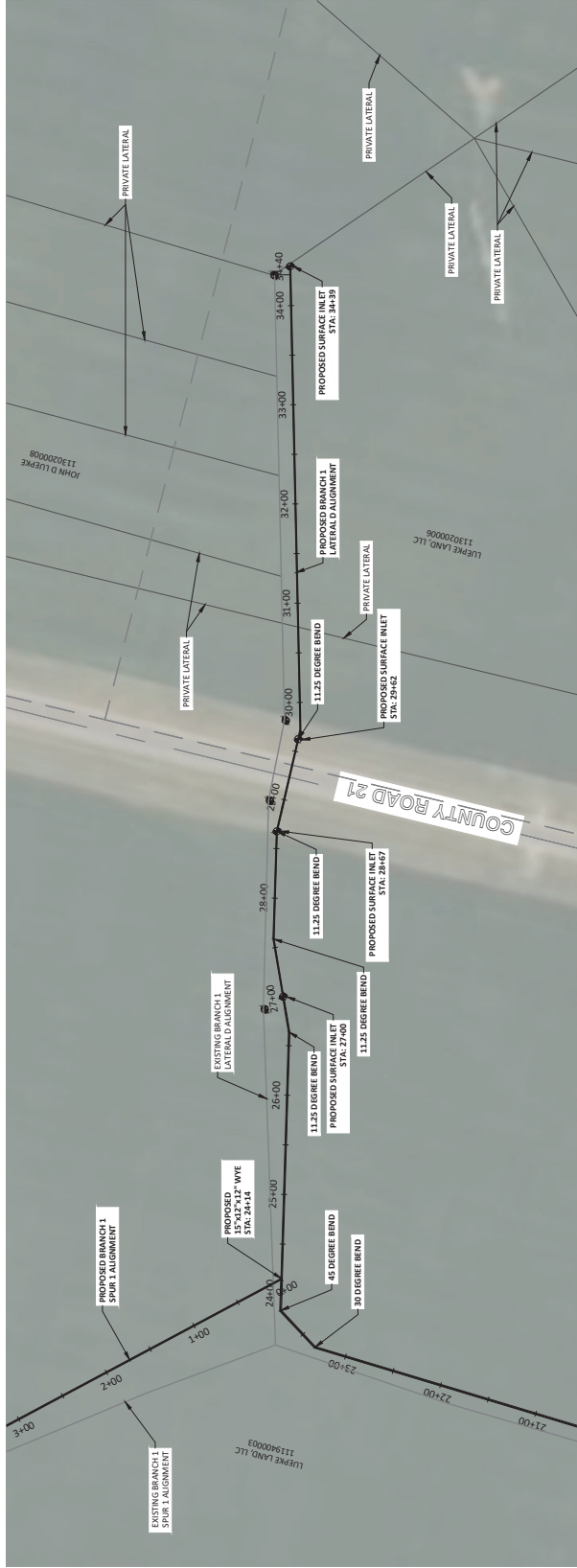
PRELIMINARY
NOT FOR CONSTRUCTION

						CD38A BRANCH 1 & 4 IMPROVEMENTS NICOLLET COUNTY NICOLLET COUNTY, MN	PLAN AND PROFILE	SHEET 1



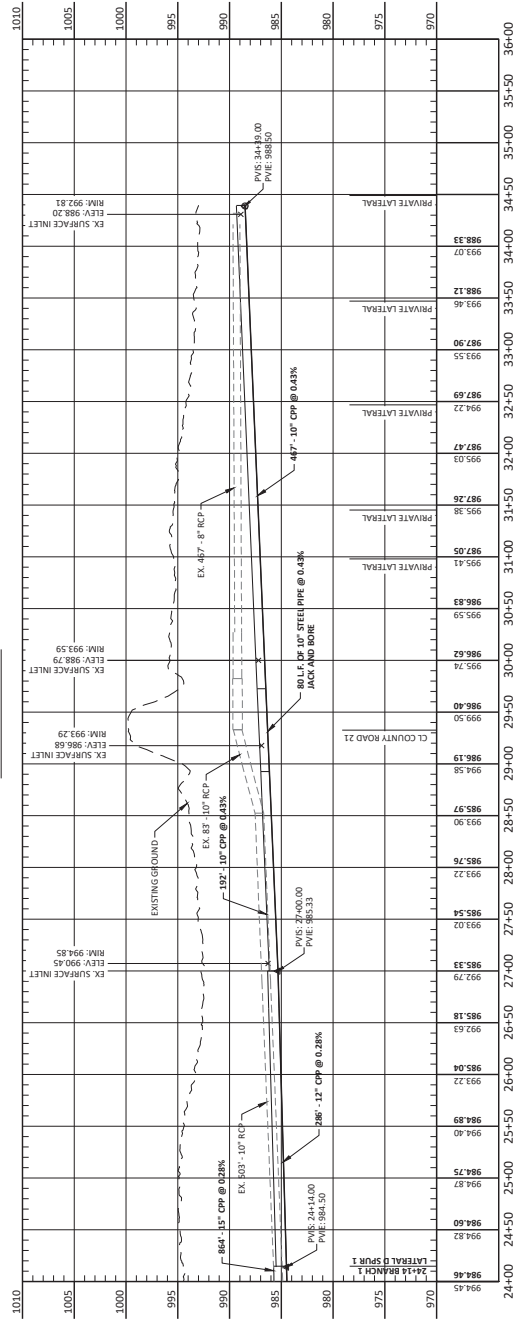
PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]



LEGEND	
	PARCEL LINE
	SECTION LINE
	PROPOSED ALG
	PRIVATE LATERAL

BRANCH 1 LATERAL D

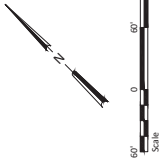
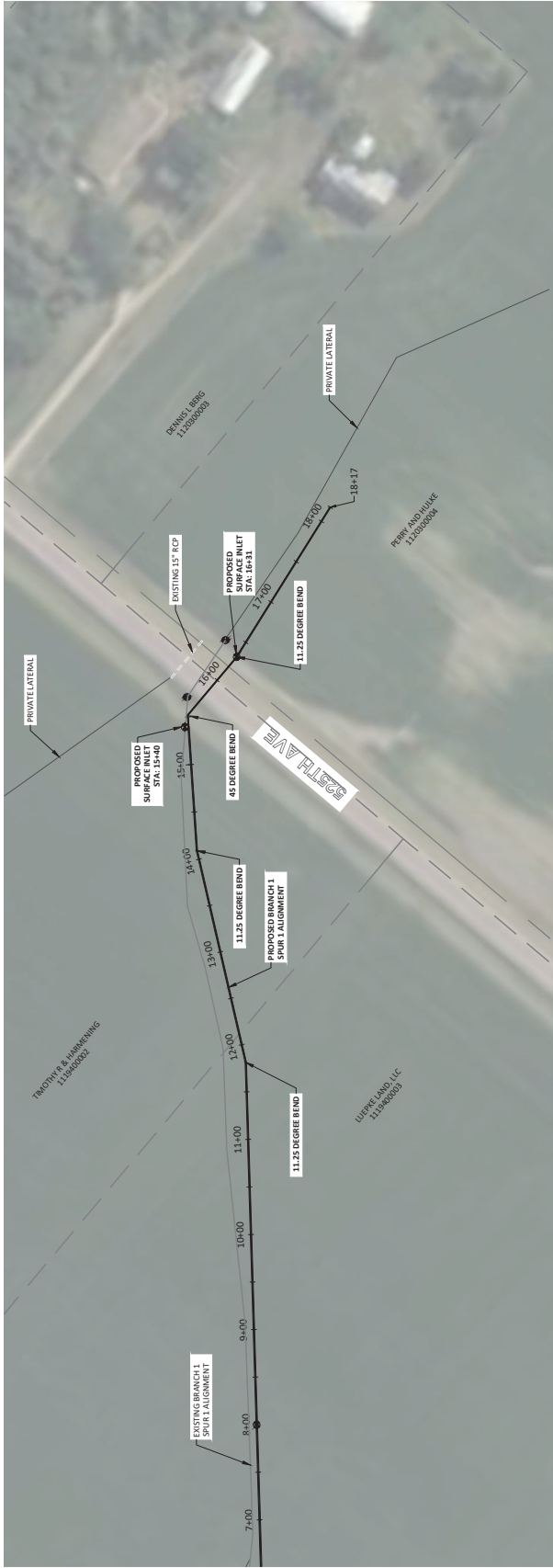


PRELIMINARY
NOT FOR CONSTRUCTION

PLAN AND PROFILE		SHEET	
CD38A BRANCH 1 & 4 IMPROVEMENTS		3	
NICOLLET COUNTY		PROJECT NO. 6162-0013	
NICOLLET COUNTY, MN		HEINO. 6162-0013	
No.	Revision	By	Date

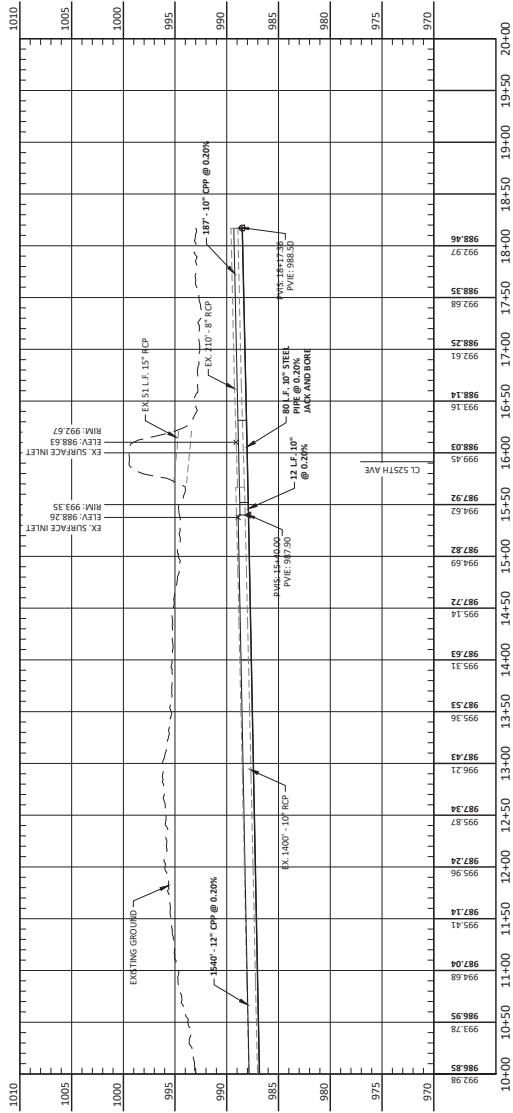


Drawn by	APD	Date	TBD
Checked by	CO	Scale	AS SHOWN



LEGEND
— PARCEL LINE
— SECTION LINE
- - - PROPOSED ALG
— PRIVATE LATERAL

BRANCH 1 SPUR 1

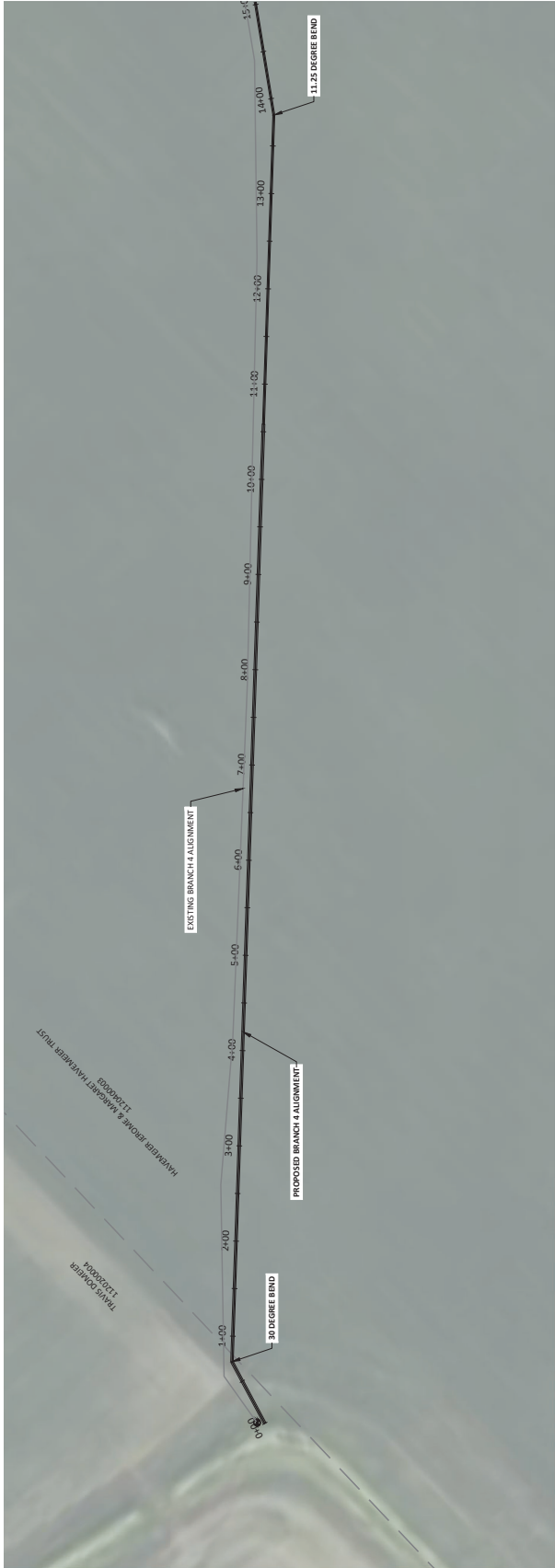


PRELIMINARY
NOT FOR CONSTRUCTION

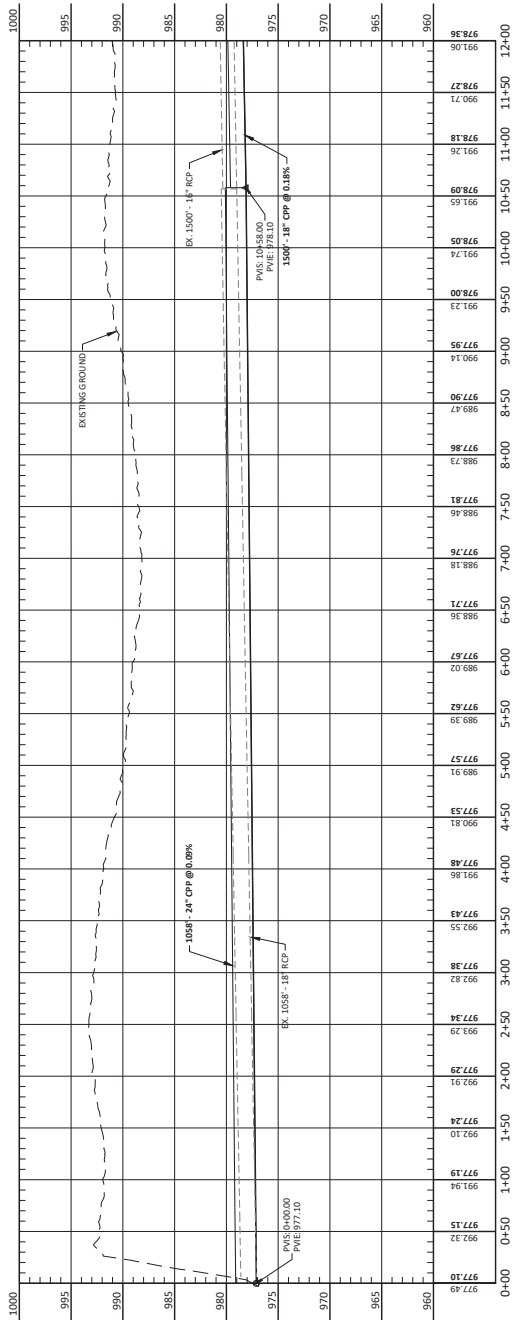
No.	Revision	Date	By	CD38A BRANCH 1 & 4 IMPROVEMENTS NICOLLET COUNTY NICOLLET COUNTY, MN	PLAN AND PROFILE	SHEET
					PROJECT NO. 6162-0013	5



Drawn by	APD	Date	TBD
Checked by	CO	Scale	AS SHOWN

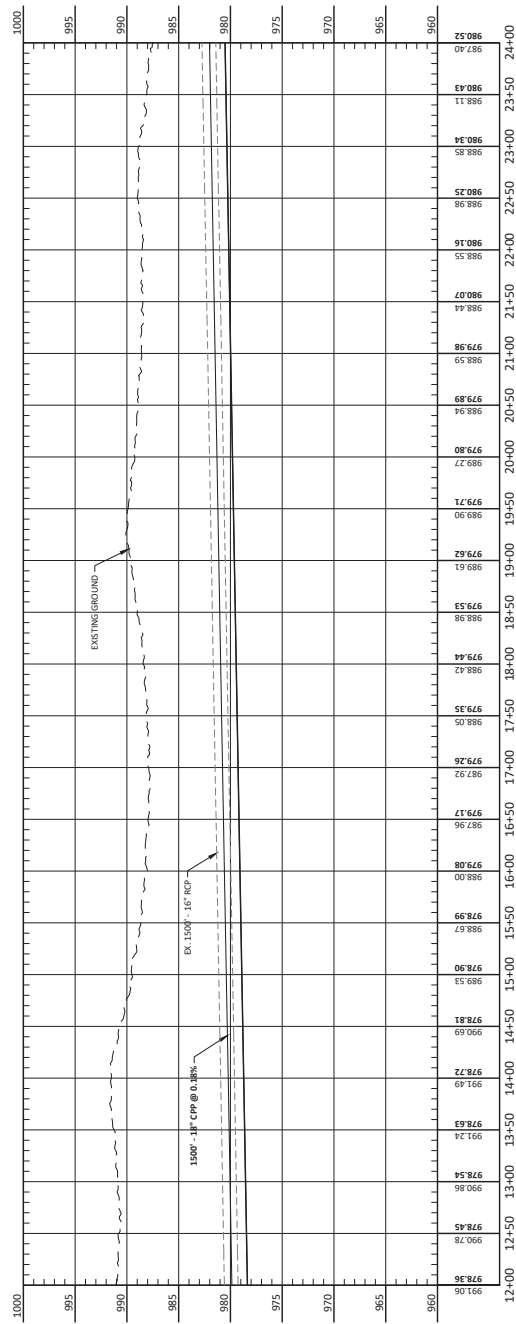
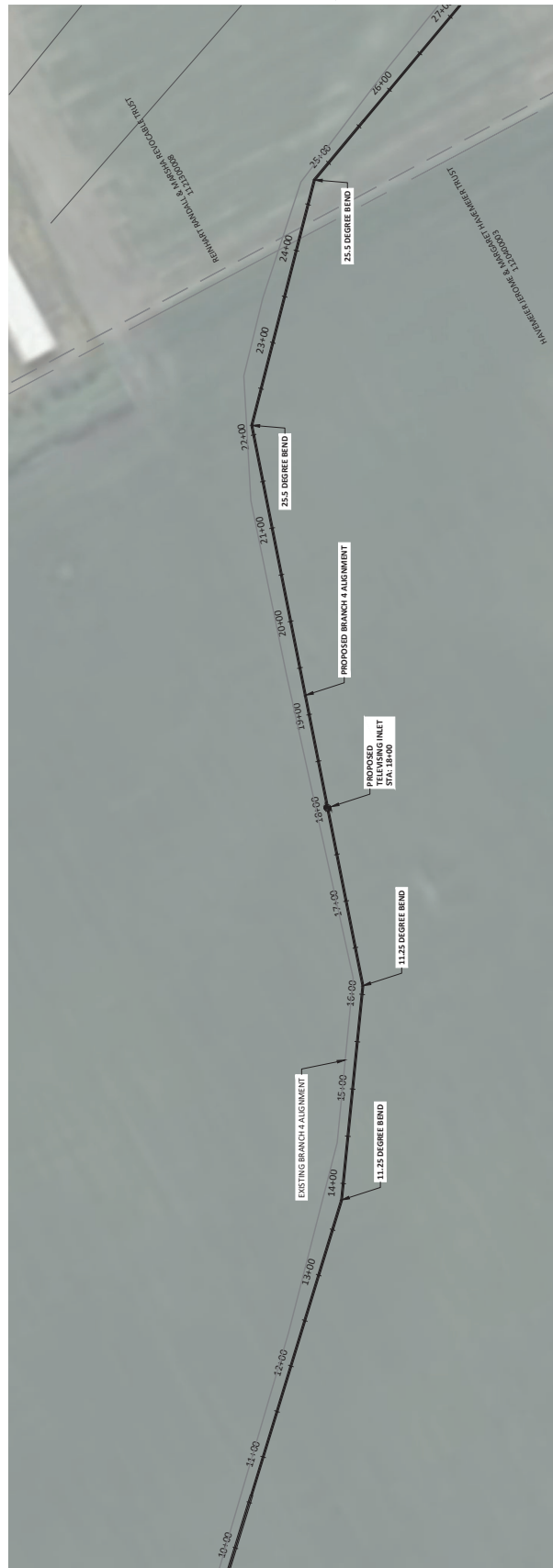


BRANCH 4



PRELIMINARY
NOT FOR CONSTRUCTION

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

[illegible]

HOUSTON
engineering inc.

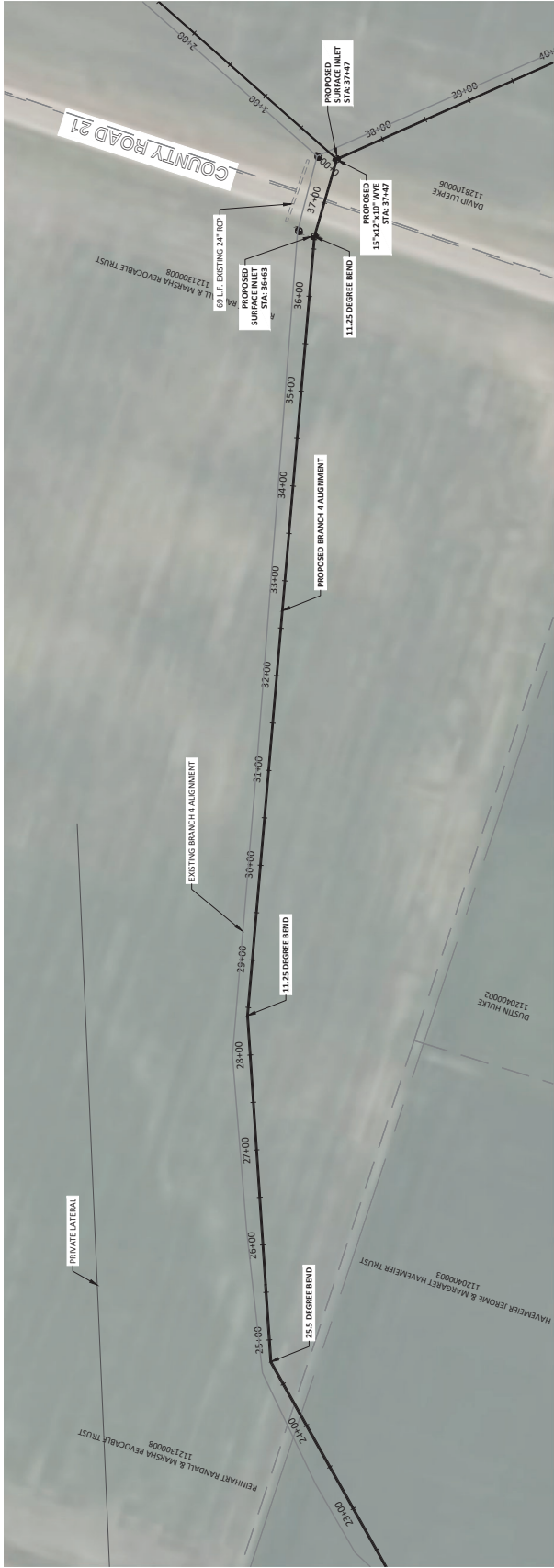
Drawn by APD	Date TBD
checked by	Scale

CD38A BRANCH 1 & 4 IMPROVEMENTS
NICOLLET COUNTY
NICOLLET COUNTY, MN

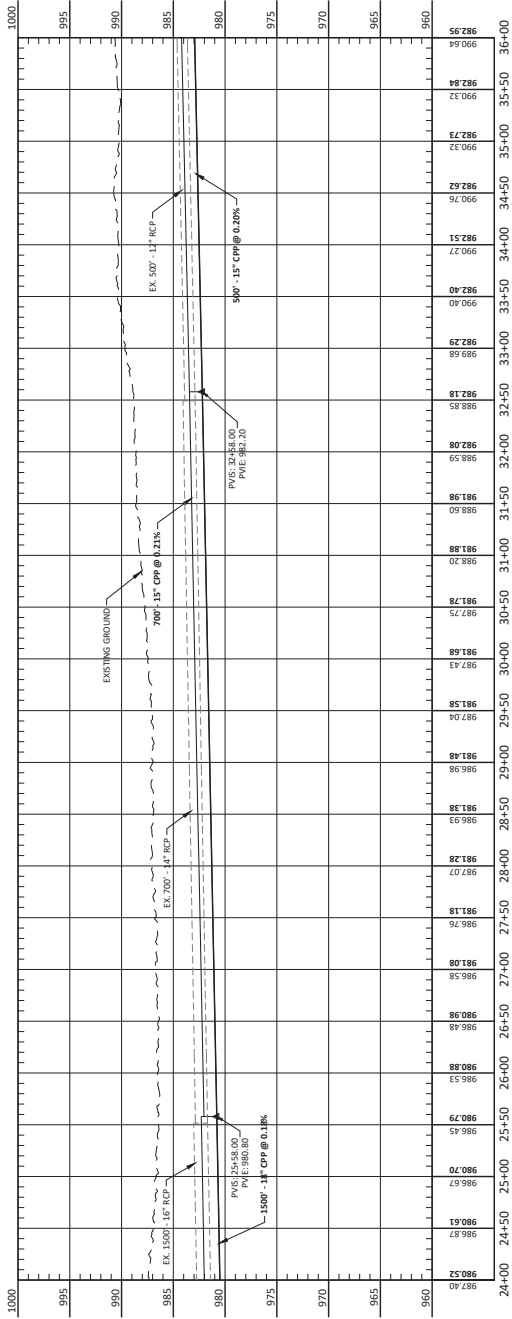
PLAN AND PROFILE
PROJECT NO. 6162-00137
SHEET

HEI NO. 6162-0013

H:\JBN\6100\6162\6162_0013 CD38A Improvement\CAD\Plans\6162-0013 Plan and Profile.dwg-Layout7-10/24/2024 10:15 AM-(adargay)

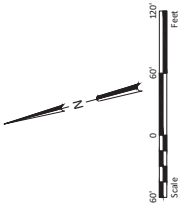


BRANCH 4



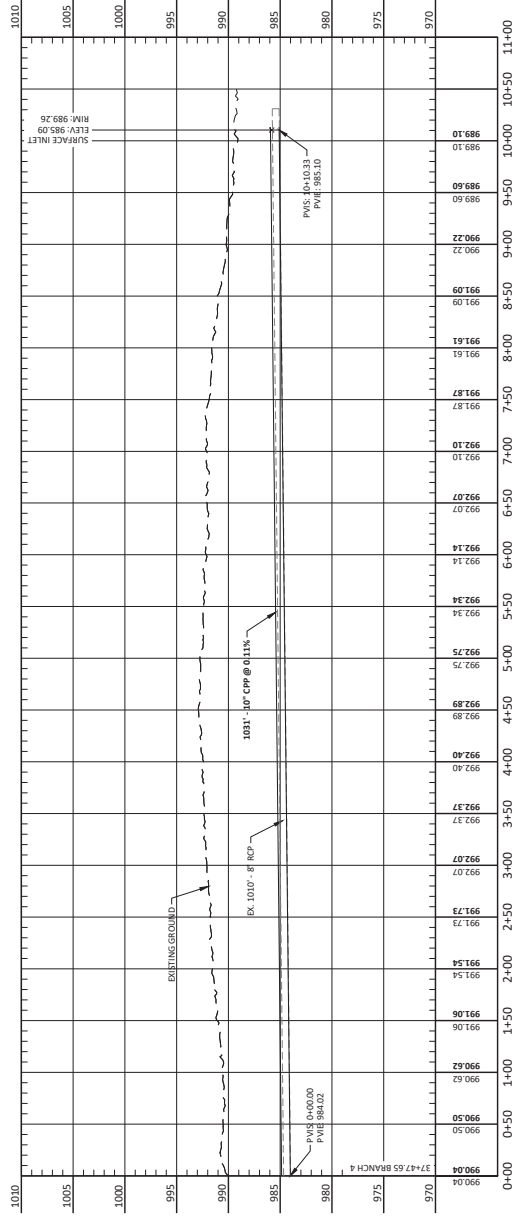
PRELIMINARY
NOT FOR CONSTRUCTION

No.	Revision	Date	By	CD38A BRANCH 1 & 4 IMPROVEMENTS				PLAN AND PROFILE	SHEET
				Drawn by	Date	Checked by	Scale		
				APD	TBD	CO	AS SHOWN	PROJECT NO. 6162-0013	8
								NICOLLET COUNTY	
								NICOLLET COUNTY, MN	



LEGEND	
—	PARCEL LINE
- - -	SECTION LINE
- - -	PROPOSED ALG
- - -	PRIVATE LATERAL

BRANCH 4 LATERAL D



PRELIMINARY
NOT FOR CONSTRUCTION

No.	Revision	By	Date	Drawn by	Checked by	Date	Scale	AS SHOWN	CD38A BRANCH 1 & 4 IMPROVEMENTS NICOLLET COUNTY NICOLLET COUNTY, MN	PLAN AND PROFILE	SHEET
				APD	CO	TBD				PROJECT NO. 6162-0013	10

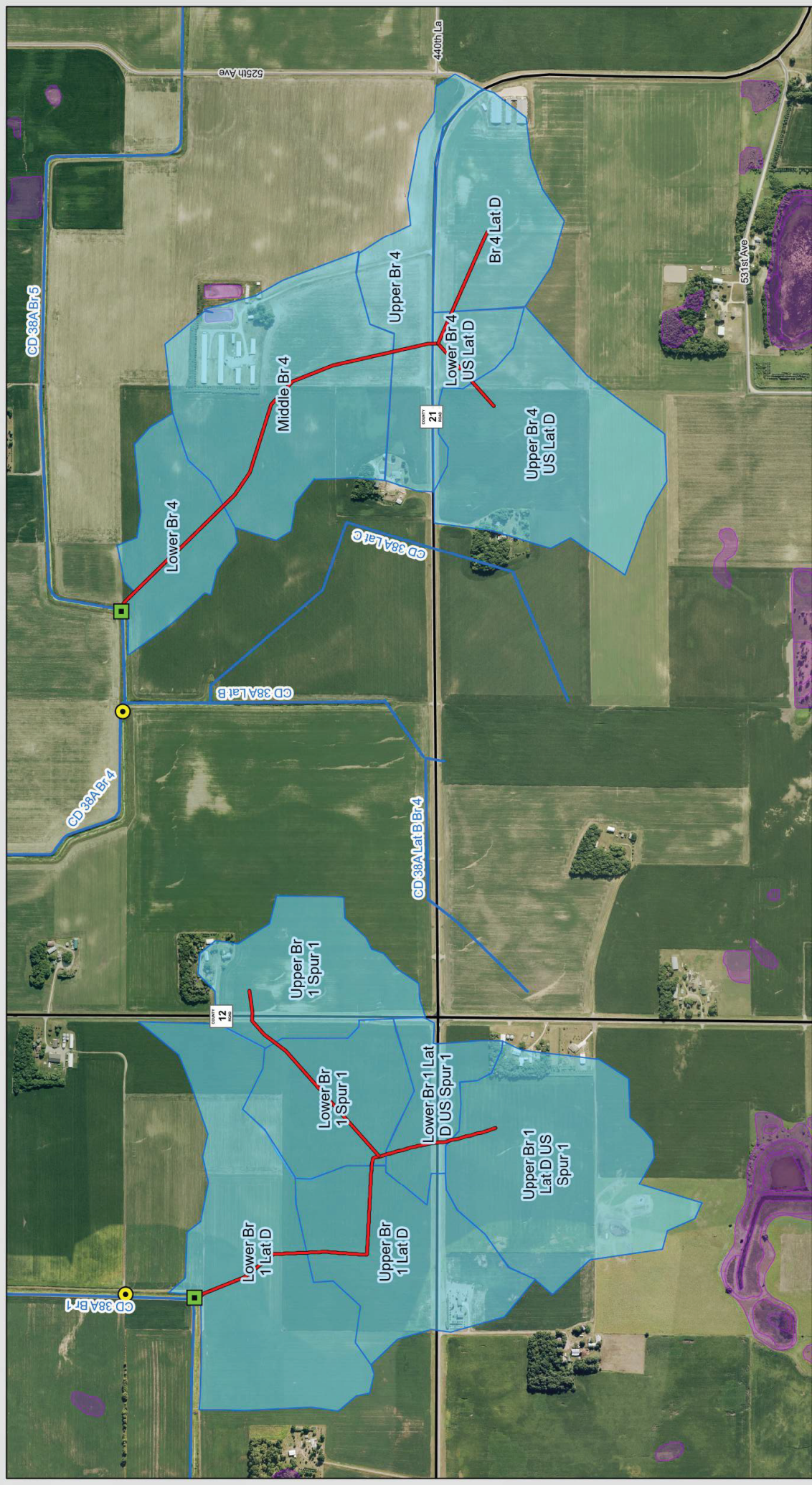


EXHIBIT E – OPINION OF PROBABLE COST

Preliminary Opinion of Probable Construction Costs				CD38 Branch 1 Lat D & Branch 4 Repair		Improvement	
Item	Item Description	Unit	Unit Cost	Quantity	Extension	Quantity	Extension
1	MOBILIZATION	LUMP SUM	\$30,000.00	1	\$30,000.00	1	\$30,000.00
2	WATER CONTROL	LUMP SUM	\$5,000.00	1	\$5,000.00	1	\$5,000.00
3	TILE INVESTIGATION	HOURS	\$210.00	16	\$3,360.00	16	\$3,360.00
4	CONNECT TO EXISTING LATERAL	EACH	\$750.00	20	\$15,000.00	20	\$15,000.00
5	8" STANDARD SURFACE INLET	EACH	\$1,200.00	11	\$13,200.00	11	\$13,200.00
6	TELEVISIONING INLET	EACH	\$1,500.00	2	\$3,000.00	2	\$3,000.00
7	10" STEEL CASING PIPE – JACKED FOR 8" PVC	LIN FT	\$425.00	80	\$34,000.00	0	\$0
8	12" STEEL CASING PIPE – JACKED FOR 10" PVC	LIN FT	\$450.00	80	\$36,000.00	160	\$72,000.00
9	14" STEEL CASING PIPE – JACKED FOR 12" PVC	LIN FT	\$500.00	80	\$40,000.00	0	\$0
10	18" STEEL CASING PIPE – JACKED FOR 15" PVC	LIN FT	\$650.00	0	\$0	80	\$52,000.00
11	ABONDON EXISTING TILES UNDER ROADWAYS	LIN FT	\$20.00	240	\$4,800.00	240	\$4,800.00
12	8" TILE	LIN FT	\$21.00	1887	\$39,627.00	0	\$0
13	10" TILE	LIN FT	\$25.00	2552	\$64,175.00	1887	\$47,175.00
14	12" TILE	LIN FT	\$28.00	3534	\$97,692.00	2522	\$70,616.00
15	15" TILE	LIN FT	\$30.00	1500	\$45,000.00	3534	\$106,020.00
16	18" TILE	LIN FT	\$38.00	1058	\$40,204.00	1500	\$57,000.00
17	24" TILE	LIN FT	\$45.00	0	\$0	1058	\$47,610.00
18	CLASS II ENCASEMENT MATERIAL	CY	\$30.00	63	\$1,875.00	83	\$2,500.00
19	RIPRAP	CY	\$250.00	10	\$2,500.00	10	\$2,500.00
20	SEEDING & MULCH	ACRE	\$2,500.00	0.5	\$1,250.00	0.5	\$1,250.00
21	SWPPP MANAGEMENT	LUMP SUM	\$3,000.00	1	\$3,000.00	1	\$3,000.00
	Construction Subtotal				\$479,818.00		\$536,031.00
	Contingency	Percent	20%		\$95,963.60		\$107,206.20
	Construction Total				\$575,781.60		\$643,237.20
	Engineering				\$130,000.00		\$150,000.00
	Temporary Damages	Acre	\$466	24.11	\$11,233.85	24.11	\$11,233.85
	Viewing				\$0.00		\$15,000.00
	Legal	Percent	1.5%		\$7,197.27		\$8,040.47
	Total				\$739,212.72		\$827,511.52

EXHIBIT F – NATIONAL WETLAND INVENTORY





Legend

- Proposed Tile Improvement
- Public Drainage Systems
- Project Terminus
- Subwatersheds
- Approximate Wetlands
- Downstream Extent of Outlet

Source of Wetland layer: National Wetland Inventory 2019

Scale: AS SHOWN

Drawn by: DRO

Checked by: CCO

Project No: 6162-0013

Date: 9/23/2024

Sheet:

Figure 5 - Hydrology

HOUSTON engineering, inc.

EXHIBIT G – NICOLLET CD 38A IMPROVEMENT FEASIBILITY



Technical Memorandum

To: Monty Hulke
From: Chris Otterness, PE
Houston Engineering, Inc.
Subject: Nicollet CD 38A Improvement Feasibility Review
Date: March 14, 2024

INTRODUCTION

The purpose of this technical memorandum is to consider the feasibility of completing repairs or improvements to Nicollet County Ditch 38A (CD 38A), specifically Branch 1 Lateral D (including Spur 1) and Branch 4 (including Lateral D). Shown in **Figure 1**, Branches 1 and 4 of CD 38A are generally located 3 miles north of the City of Courtland in Sections 19, 20, 21, 28, 29, and 30 of Courtland Township (T110N, R29W). CD 38 drains west into Heymans Creek (part of which is CD 83) and eventually into the Minnesota River.

CD 38 was originally constructed in 1904 and was later improved as CD 38A in 1955. The system consists of an open channel Main Ditch with several branches, laterals, and spurs consisting of open channel and tile. Branch 4 (including Lateral D) is 6,110 feet in length and has a capacity ranging from .16" to 1/2" drainage coefficient. Branch 1 Lateral D (including Spur 1) is 5,117 feet in length and has a capacity ranging from 3/8" to 1/2" drainage coefficient. Recent televising has demonstrated that both branches are in need of replacement, with the tiles exhibiting cracking, offset joints, debris in the tile, and likely collapses at various points in the tile. As such, both tiles are in need of replacement. The following sections summarize a preliminary design of a repair or improvement (to a 1/2-inch drainage coefficient), and estimated cost for both scenarios.

PRELIMINARY DESIGN

Two scenarios were reviewed in this study: 1) a repair consistent with M.S. 103E.715; and 2) an improvement to a 1/2-inch drainage coefficient. The repair scenario was based on existing grades and existing tile sizes, but with the tiles up-sized to the next larger nominal tile size where the current tile size is no longer commercially available. (Note: "existing" grades and tile sizes are based on the 1955 improvement plans. No field survey has been completed as part of this study. Tile sizes and grades must be verified through either a repair or improvement proceeding).

The improvement scenario also assumes tiles installed at current grades, but with tiles up-sized to achieve a minimum of a 1/2-inch drainage coefficient based on the drainage area to each segment. During development of a Preliminary Engineer's Report for an improvement proceeding, additional options with alternative grades may be evaluated to maximize efficiency. Historic plans indicate that

current tile is generally placed at an appropriate depth, and therefore little correction of grades is likely necessary.

Table 2 displays the proposed grade, tile dimension and drainage coefficient for the repair and improvement designs. Generally, the downstream ends of Branch 1 Lateral D and Branch 4 achieve a function of nearly a 1/2 inch drainage coefficient under the repair scenario, primarily due to the allowed upsizing of pipe. However, the upstream ends of each tile system are undersized for modern agricultural drainage performance, with a coefficient of 1/4-inch or less.

COST ESTIMATE

An opinion of probable construction cost for repairing or improving Branches 1 and 4 are provided in **Table 1**. These estimates include a 20% contingency on construction costs, and anticipated costs for viewing, engineering, construction administration, temporary damages and administrative items. Note that these costs are concept-level and are subject to change. A detailed breakdown of costs is included as an attachment.

OTHER NOTES

The purpose of this study was to estimate the sizing, capacity, and cost of repair and improvement scenarios on the subject tile branches, to aid the landowner in determining whether to petition for a repair or improvement. No analysis was completed to verify the adequacy of the outlet or compliance with regulatory requirements. This study is not intended to identify whether either alternative is feasible or in the best interest of the landowners. (That may be determined in engineer's reports that follow a repair or improvement petition).

Table 1– Concept-Level Opinion of Probable Construction Cost

Segment	Repair Cost	Improvement Cost
Branch 1 Lat. D (with Spur 1)	\$232,050.00	\$253,468.00
Branch 4 (with Lateral D)	\$252,035.00	\$285,117.00
Contingency, Administrative, Legal, Engineering & Other Costs	\$249,842.45	\$286,559.95
TOTAL	\$733,927.45	\$825,144.95

Table 2– Preliminary Sizing Summary

Segment	Length (feet)	Existing Grade (percent)	Existing Diameter (inches)	Repair Diameter (Inches)	Repair Drainage Coefficient (in/day)	Improvement Tile Diameter (inches)	Improvement Drainage Coefficient (inches/day)
Branch 1 Lat. D	1,500	0.50%	14"	15"	0.62	15"	0.59
	776	0.20%	14"	15"	0.52	15"	0.61
	424	0.20%	10	10"	0.31	12"	0.51
	717	0.20%	8"	8"	0.22	12"	0.63
Br. 1 Lat D. Spur 1	1,400	0.20%	10"	10"	0.38	12"	0.63
	300	0.22%	8"	8"	0.41	10"	0.74
Branch 4	1,300	0.10%	16"	18"	0.43	24"	0.59
	1,500	0.10%	16"	18"	0.50	18"	0.53
	700	0.10%	14"	15"	0.40	18"	0.70
	500	0.10%	12"	12"	0.28	15"	0.67
	200	0.10%	10"	10"	0.25	15"	0.52
	829	0.10%	8"	8"	0.16	12"	0.52
Branch 4 Lat. D	400	0.60%	8"	8"	0.69	10"	0.79
	681	0.10%	8"	8"	0.28	10"	0.79

ATTACHMENT A – COST DETAIL FOR OPINION OF PROBABLE CONSTRUCTION COST

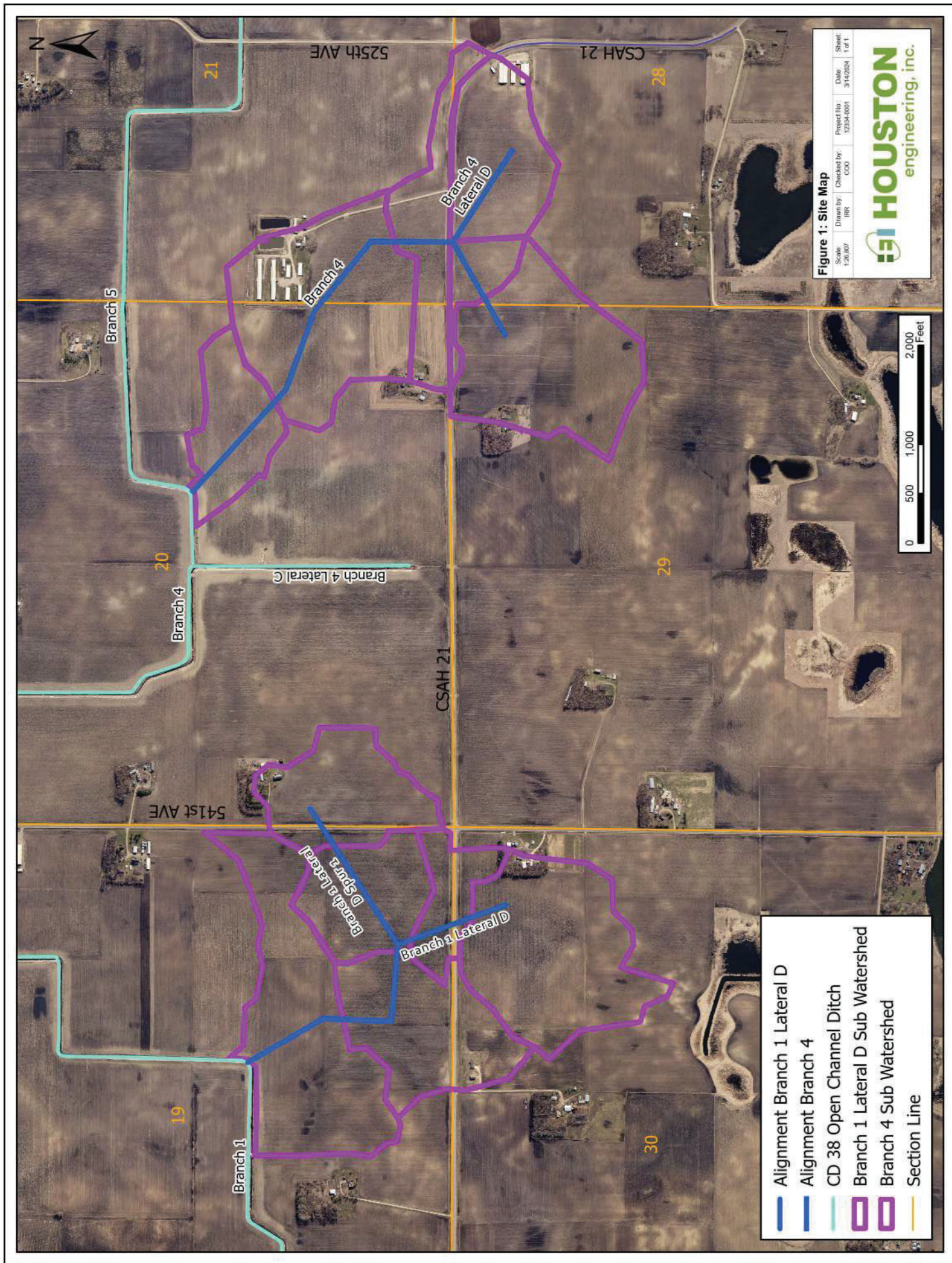
Nicollet CD 38A Branch 1 Lateral D & Branch 4 Repair Cost Estimate

Item	Item Description	Unit	Quantity	Unit Cost	Extension
Branch 1 Lateral D & Spur 1					
1	MOBILIZATION	LUMP SUM	1	\$21,000.00	\$21,000.00
2	WATER CONTROL	LUMP SUM	1	\$2,100.00	\$2,100.00
3	EROSION CONTROL	LUMP SUM	1.0	\$5,500.00	\$5,500.00
4	8" TILE	LIN FT	857	\$20.00	\$17,140.00
5	10" TILE	LIN FT	1,824	\$25.00	\$45,600.00
6	15" TILE	LIN FT	2,276	\$30.00	\$68,280.00
7	DIRECTIONAL DRILL OR BORE 8" TILE	LIN FT	160	\$350.00	\$56,000.00
8	INLET	EACH	5	\$1,500.00	\$7,500.00
9	TILE INVESTIGATION	HOURS	8	\$210.00	\$1,680.00
10	CONNECT TO EXISTING TILE	EACH	10	\$750.00	\$7,500.00
CONSTRUCTION ESTIMATE					\$232,050.00
Branch 4 & Lateral D					
1	MOBILIZATION	LUMP SUM	1	\$21,000.00	\$21,000.00
2	WATER CONTROL	LUMP SUM	1	\$2,100.00	\$2,100.00
3	EROSION CONTROL	LUMP SUM	1.0	\$5,500.00	\$5,500.00
4	8" TILE	LIN FT	1,910	\$20.00	\$38,200.00
5	10" TILE	LIN FT	120	\$25.00	\$3,000.00
6	12" TILE	LIN FT	500	\$28.00	\$14,000.00
7	15" TILE	LIN FT	700	\$30.00	\$21,000.00
8	18" TILE	LIN FT	2,800	\$35.00	\$98,000.00
9	CLASS II ENCASEMENT MATERIAL	CY	23	\$35.00	\$805.00
10	DIRECTIONAL DRILL OR BORE 10" TILE	LIN FT	80	\$400.00	\$32,000.00
11	INLET	EACH	5	\$1,500.00	\$7,500.00
12	TILE INVESTIGATION	HOURS	8	\$210.00	\$1,680.00
13	CONNECT TO EXISTING TILE	EACH	10	\$750.00	\$7,500.00
CONSTRUCTION ESTIMATE					\$252,035.00
CONSTRUCTION ESTIMATE (BRANCHES 1 AND 4)					\$484,085.00
CONSTRUCTION CONTINGENCY				20%	\$96,817.00
Temporary Damages		ACRE	25.22	\$625.00	\$15,764.18
Engineering, Legal, and Administrative Costs					\$137,261.28
TOTAL					\$733,927.45

Nicollet CD 38A Branch 1 Lateral D & Branch 4 Improvement Cost Estimate

Item	Item Description	Unit	Quantity	Unit Cost	Extension
Branch 1 Lateral D & Spur 1					
1	MOBILIZATION	LUMP SUM	1	\$21,000.00	\$21,000.00
2	WATER CONTROL	LUMP SUM	1	\$2,100.00	\$2,100.00
3	EROSION CONTROL	LUMP SUM	1.0	\$5,500.00	\$5,500.00
4	10" TILE	LIN FT	220	\$25.00	\$5,500.00
5	12" TILE	LIN FT	2,461	\$28.00	\$68,908.00
6	15" TILE	LIN FT	2,276	\$30.00	\$68,280.00
7	DIRECTIONAL DRILL OR BORE 10" TILE	LIN FT	80	\$400.00	\$32,000.00
8	DIRECTIONAL DRILL OR BORE 12" TILE	LIN FT	80	\$425.00	\$34,000.00
9	INLET	EACH	5	\$1,500.00	\$7,500.00
10	TILE INVESTIGATION	HOURS	8	\$210.00	\$1,680.00
11	CONNECT TO EXISTING TILE	EACH	10	\$750.00	\$7,500.00
CONSTRUCTION ESTIMATE					\$253,468.00
Branch 4 & Lateral D					
1	MOBILIZATION	LUMP SUM	1	\$21,000.00	\$21,000.00
2	WATER CONTROL	LUMP SUM	1	\$2,100.00	\$2,100.00
3	EROSION CONTROL	LUMP SUM	1.0	\$5,500.00	\$5,500.00
4	10" TILE	LIN FT	1,081	\$25.00	\$27,025.00
5	12" TILE	LIN FT	829	\$28.00	\$23,212.00
6	15" TILE	LIN FT	620	\$30.00	\$18,600.00
7	18" TILE	LIN FT	2,200	\$35.00	\$77,000.00
8	24" TILE	LIN FT	1,300	\$40.00	\$52,000.00
9	CLASS II ENCASMENT MATERIAL	CY	83	\$35.00	\$2,500.00
10	DIRECTIONAL DRILL OR BORE 15" TILE	LIN FT	80	\$500.00	\$40,000.00
11	INLET	EACH	5	\$1,500.00	\$7,500.00
12	TILE INVESTIGATION	HOURS	8	\$210.00	\$1,680.00
13	CONNECT TO EXISTING TILE	EACH	10	\$750.00	\$7,500.00
CONSTRUCTION ESTIMATE					\$285,117.00
CONSTRUCTION ESTIMATE (BRANCHES 1 AND 4)					\$538,585.00
CONSTRUCTION CONTINGENCY				20%	\$107,717.00
Temporary Damages		ACRE	25.22	\$625.00	\$15,764.18
Engineering, Legal, Administrative, and Viewing Costs					\$163,078.78
TOTAL					\$825,144.95

ATTACHMENT B – FIGURE 1





Ecological & Water Resources
Region 4 (South Region)
21371 Highway 15 South
New Ulm, MN 56073

February 06, 2025

Nicollet County Drainage Authority
501 South Minnesota Avenue
St. Peter, MN 56082

Re: Preliminary Engineer's Report for Improvement of Nicollet County Ditch No. 38A (CD38A)

Nicollet County Drainage Authority,

We appreciate the opportunity to evaluate the preliminary engineer's report (PER) for the proposed Nicollet County Ditch 38A improvement project. This Advisory Report, prepared on behalf of the Commissioner of the Minnesota Department of Natural Resources (DNR), aims to provide expert insights and recommendations in accordance with the guidelines outlined in Minnesota Statutes 103E.255. The comments in this advisory report are based on a review of the Nicollet County Ditch 38A Branch 1 Lateral D and Branch 4 Improvement report dated December 31st, 2024. We greatly appreciate your consideration.

Overview

The Nicollet County Ditch 38A Branch 1 Lateral D and Branch 4 improvement project addresses prolonged agricultural flooding in Courtland Township due to insufficient capacity and disrepair of the drainage system. The affected drainage system, originally built in 1904 and last improved in 1955, is now over 70 years old and no longer functional. The project involves upgrading the tile system in Branch 1 Lateral D (including Spur 1) and Branch 4 (including Lateral D) to improve drainage capacity. The improved system will discharge into an unnamed public waterway before ultimately flowing into the Minnesota River.

Hydrologic Impacts and adequacy of the outlet

- Under proposed conditions, flow increases downstream of the channel at Branch 1 Lateral D by 3.4%, 2.2%, 1.6%, 1.1%, 0.8%, and 0.7% for the 2-, 5-, 10-, 25-, 50-, and 100-year events, respectively. At Branch 4, flow increases are 9.2%, 4.4%, 3.1%, 2.1%, 1.7%, and 1.4% for the same events. The 9% increase is significant and may alter channel morphology, negatively impacting public waters. What mitigation measures are proposed to address these flow increases?
- Existing flow data in the report fall outside the StreamStats range for the drainage watershed, indicating a potential discrepancy. Please clarify the process for completing calculations for flow data, and provide information on any inconsistencies with this data source.

- The proposed peak water surface elevations are 980.92 ft (25-year event) and 981.16 ft (50-year event), while the overtopping elevation downstream of Branch 1 Lateral D is 980.81 ft. How will safety concerns be addressed given this exceedance?
- No hydrograph has been provided, limiting any potential assessments for changes in flow/flood duration. A detention flow evaluation is necessary to determine outlet adequacy.
- DNR Area Hydrologist Alan Gleisner, completed a site visit to assess the existing conditions of CD 38A. Overall, the general condition of the existing ditch course was stable with evidence of suitable vegetation on the ditch in-slope, limited to no scour/slough areas visible, and upland buffers established along most of the reach. There was evidence of some scouring, bank erosion, and sediment deposition as flows entered Heyman's Creek, as witnessed near the County Road 21 and 446th Street crossings, however this type and amount of scouring, erosion, and deposition is likely comparable to other similar areas in this portion of the state. These crossings would likely benefit from maintenance activities like brush clearing and debris removal to protect crossing integrity and facilitate adequate flows through the crossings.

Compatibility of the project with local land use plans

The preferred alternative is not compatible with the Nicollet County Local Water Management Plan as it does not include any BMPs to reduce flows or improve water quality or an adequate discussion of available options. As noted in section 3.3.2 of the PER BMPs needs to be considered for drainage projects but the only BMP discussed in the PER is an in-line pond. There are other BMPs that could potentially be implemented to address volume and water quality. They should also be discussed in the PER and an explanation should be given as to why they can/cannot be incorporate into the proposed improvement.

Public Waters Permit Requirements

The proposed drainage systems are part of a larger interconnected network and contribute to cumulative flow, even though they are not significantly large. Therefore, it is crucial to ensure they do not alter the peak flow, volume, or velocity of public waters. To assess permit requirements, please submit the requested data outlined above for evaluation. Area Hydrologist Alan Gleisner (Alan.Gleisner@state.mn.us) is available to assist with ensuring compliance with Public Waters Work Permit requirements.

Please send the response to this letter, the meeting minutes, the Finding of Fact, the Viewer's Report, and any Order issued by the Drainage Authority regarding this proposed improvement to the DNR when they become available. Please submit these documents to Region4Drainage.dnr@state.mn.us.

Regards,

Ethan Jenzen, EWR Northern District Manager

CC:

Nayere Ghazanfarpour, DNR, Drainage Engineer

Haley Byron, DNR, Regional Environmental Assessment Ecologist

Alan Gleisner, DNR, Area Hydrologist
Jaci Kopet, Nicollet County, Property & Public Services Director
Nathan Henry, Nicollet County, Ag & County Drainage System Inspector
Seth Greenwood, Nicollet County, Director of Public Works
Chris Otterness, Houston Engineering, Inc., Project Engineer

Equal Opportunity Employer



NICOLLET COUNTY DITCH 38A IMPROVEMENT PRELIMINARY ENGINEER'S REPORT – PUBLIC HEARING

FEBRUARY 11, 2025

WHAT WE WILL DISCUSS TODAY



SCOPE



ESTIMATED
COST



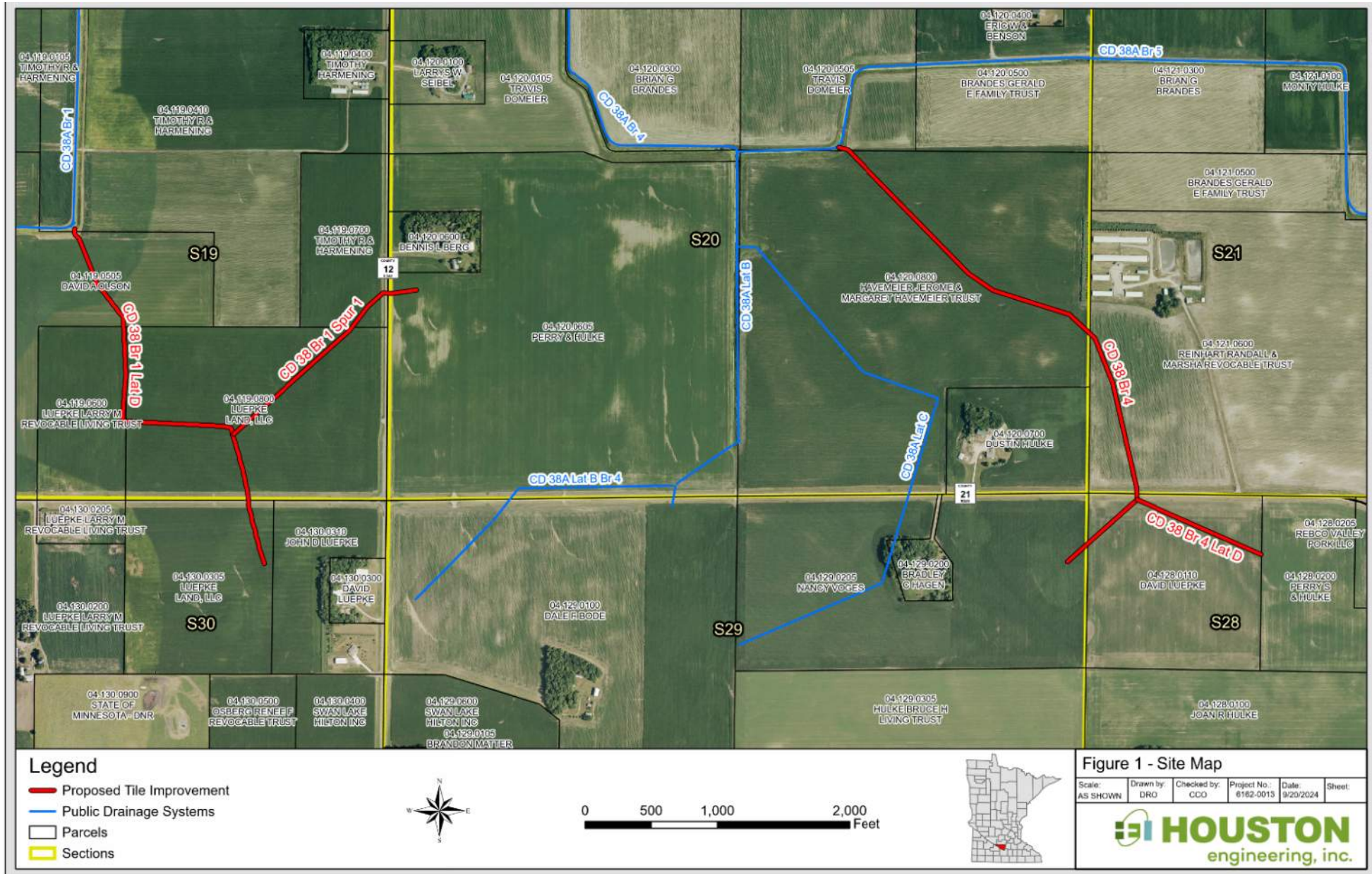
OVERALL
FEASIBILITY



EFFECTIVENESS

LOCATION

Courtland Township Sections 19, 20, 21, 28, 29 & 30



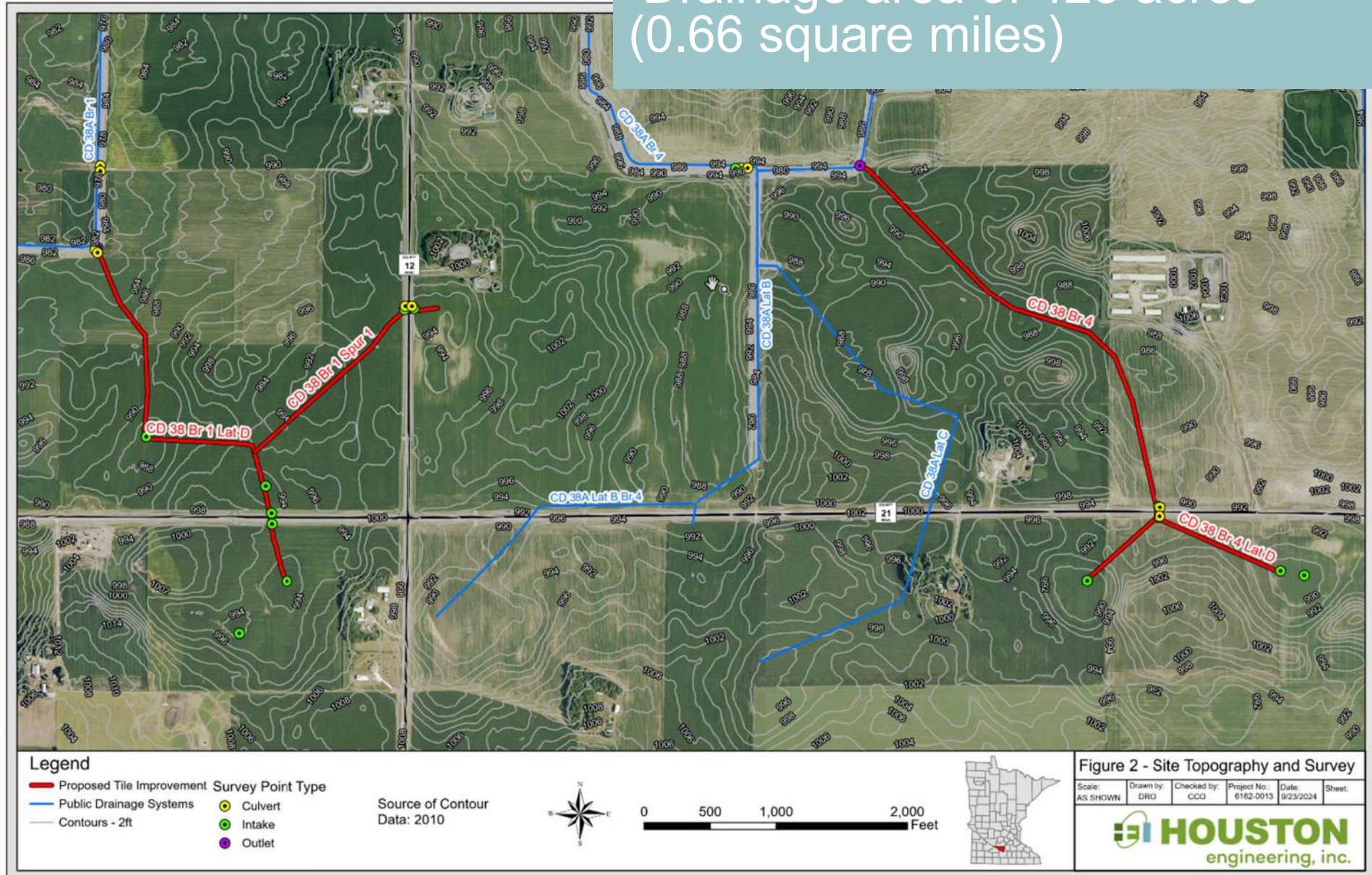
BACKGROUND

Established in 1904

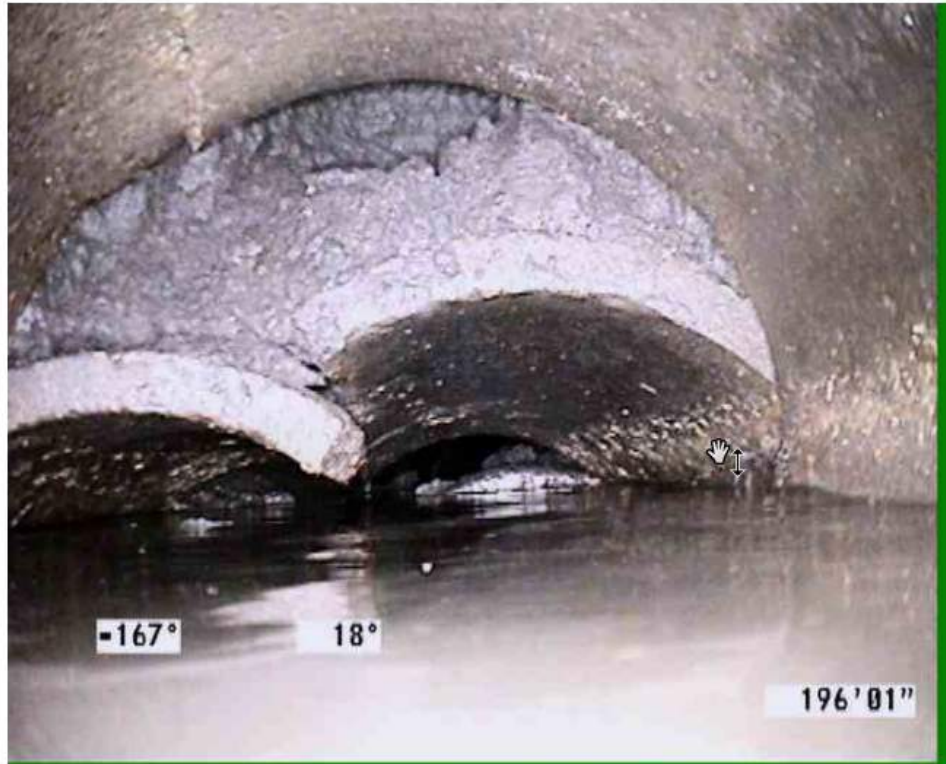
Branch 1 Lateral D & Branch 4

100% tile

Drainage area of 425 acres
(0.66 square miles)



SCOPE/ PURPOSE OF PETITION



1, 00:09:42, 197.11ft
Collapse, 90% of cross sectional area

Joint offsets and other failures leading to decreased efficiency

Existing tile is 100+ years old and is past its functional life



1, 00:05:35, 137.70ft
Joint Offset Large, 1Inch

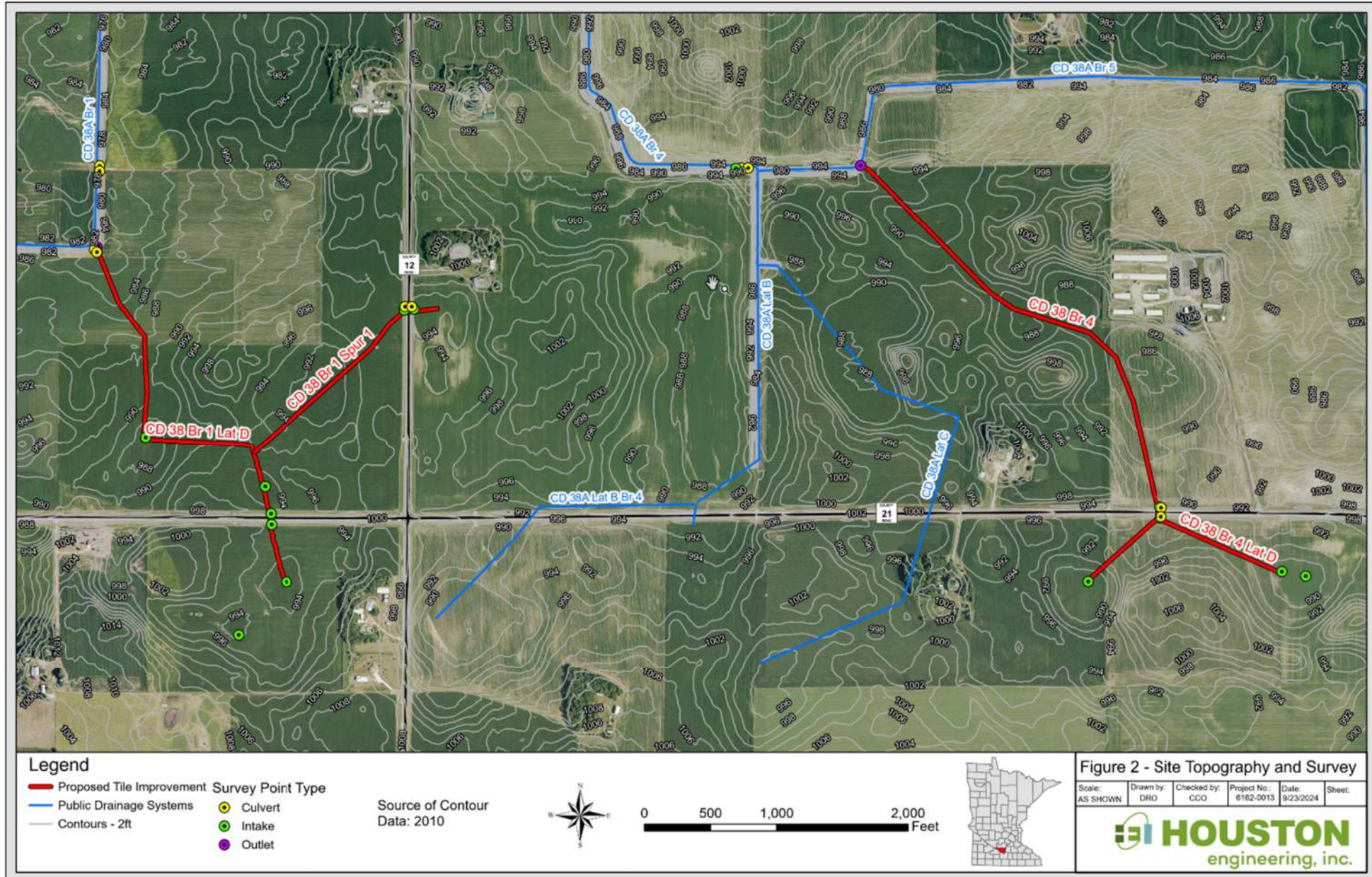
SCOPE/ PURPOSE OF PETITION

Existing (As-constructed)
drainage coefficient is
insufficient for current land
practices ($<1/4$ "/per day)



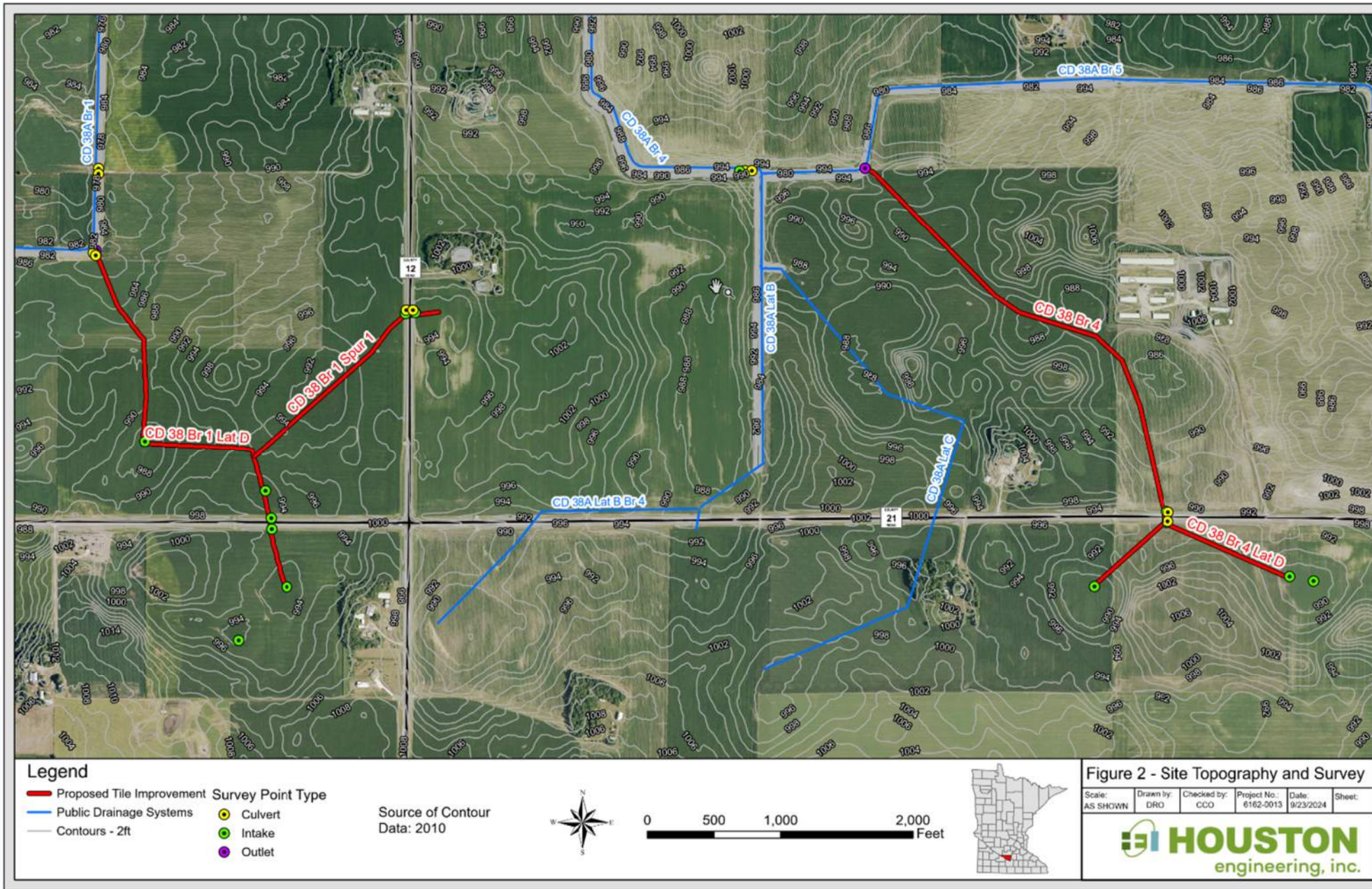
SITE SURVEY

Inlet size and invert, ground elevations, structures, and tile centerline



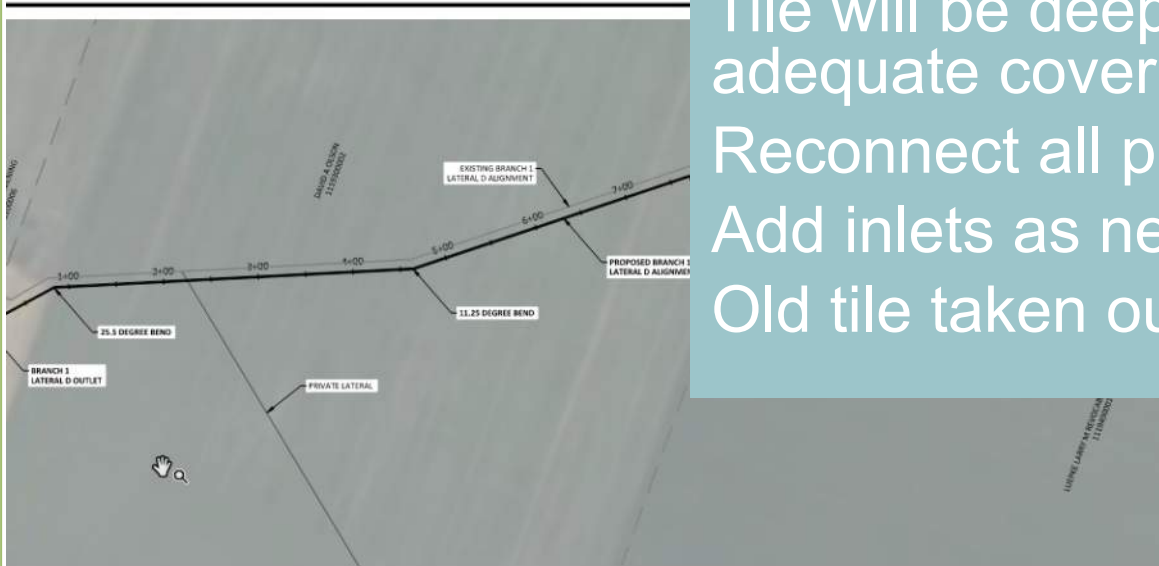
SITE SURVEY

Area generally flat with marginal surface drainage

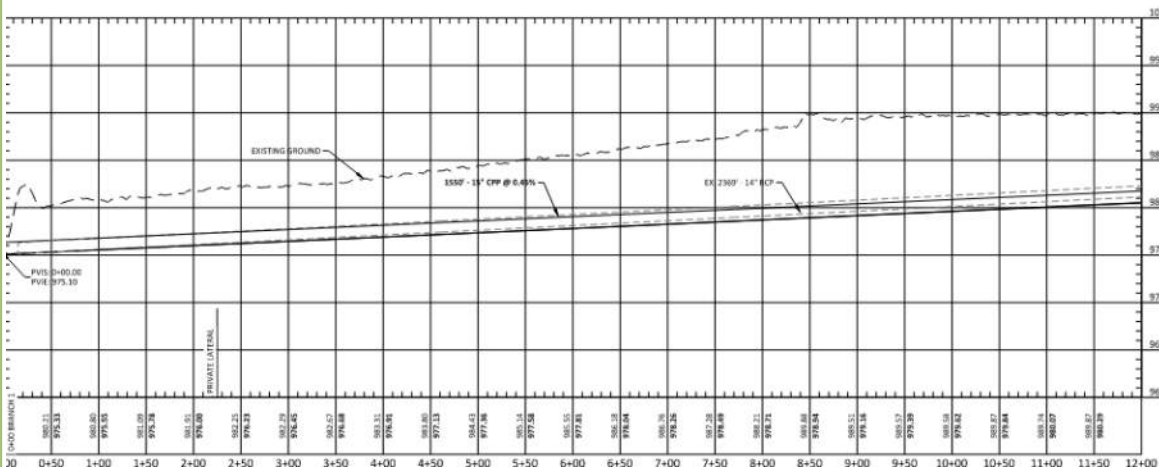


PROPOSED PROJECT

Capacity of new system ~ 1/2" per day
Existing tile range 8" - 18" diameter
New tile range 8" - 24" diameter
Tile will be deeper, as necessary to provide adequate cover
Reconnect all public and private laterals
Add inlets as necessary in low areas
Old tile taken out of service



BRANCH 1 LATERAL D



OTHER ALTERNATIVES CONSIDERED

Non-Improvement

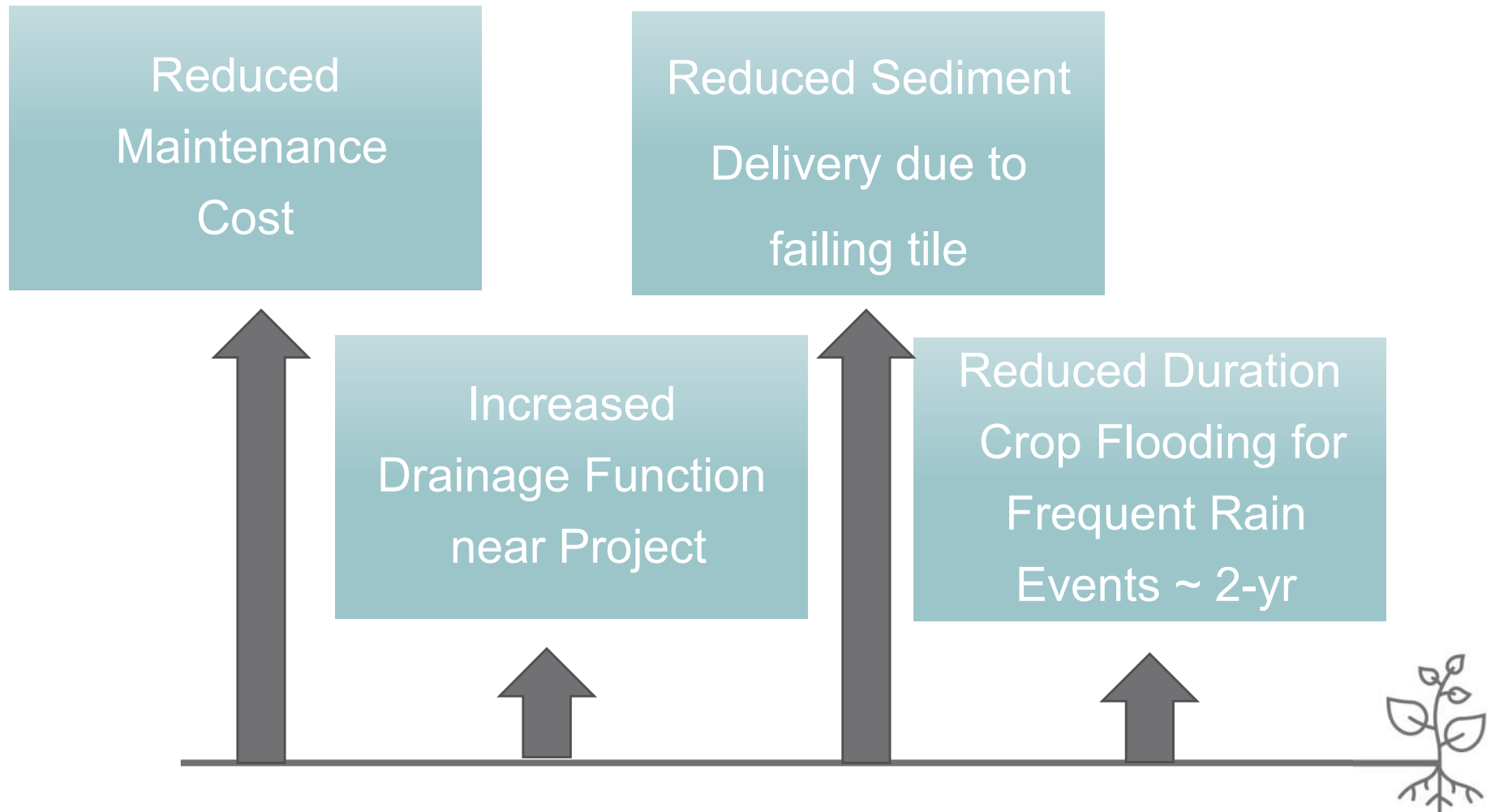
- Do Nothing
- Repair

Improvement

- Storage Alternative
- Preferred Alternative

NOTE: Other BMPs can be pursued outside of scope of improvement project.

PUBLIC BENEFIT AND UTILITY



ENVIRONMENTAL CONSIDERATIONS

Alternative Measures

- Change in land use and easements
- Requires voluntary participation

Compatibility with Local Land Use Plans

- Current and projected land use is agriculture

ENVIRONMENTAL CONSIDERATIONS: ADEQUACY OF OUTLET



CD 38A enters Heyman
Creek ~2.6 miles DS from Br
1 & 4
12 sq. mi. DA
Outlet is adequate

CD 38A Br1
Flow increase 0.8% - 4.7%
<0.08' increase in WSE
CD 38A Br4
Flow increase 0.7%-3.4%
<0.01' increase in WSE



CONDITION OF MAIN TRUNK AT BRANCH 1 & 4 OUTLET



Proposed outlet with riprap
at ends



ENVIRONMENTAL CONSIDERATIONS

Wetlands

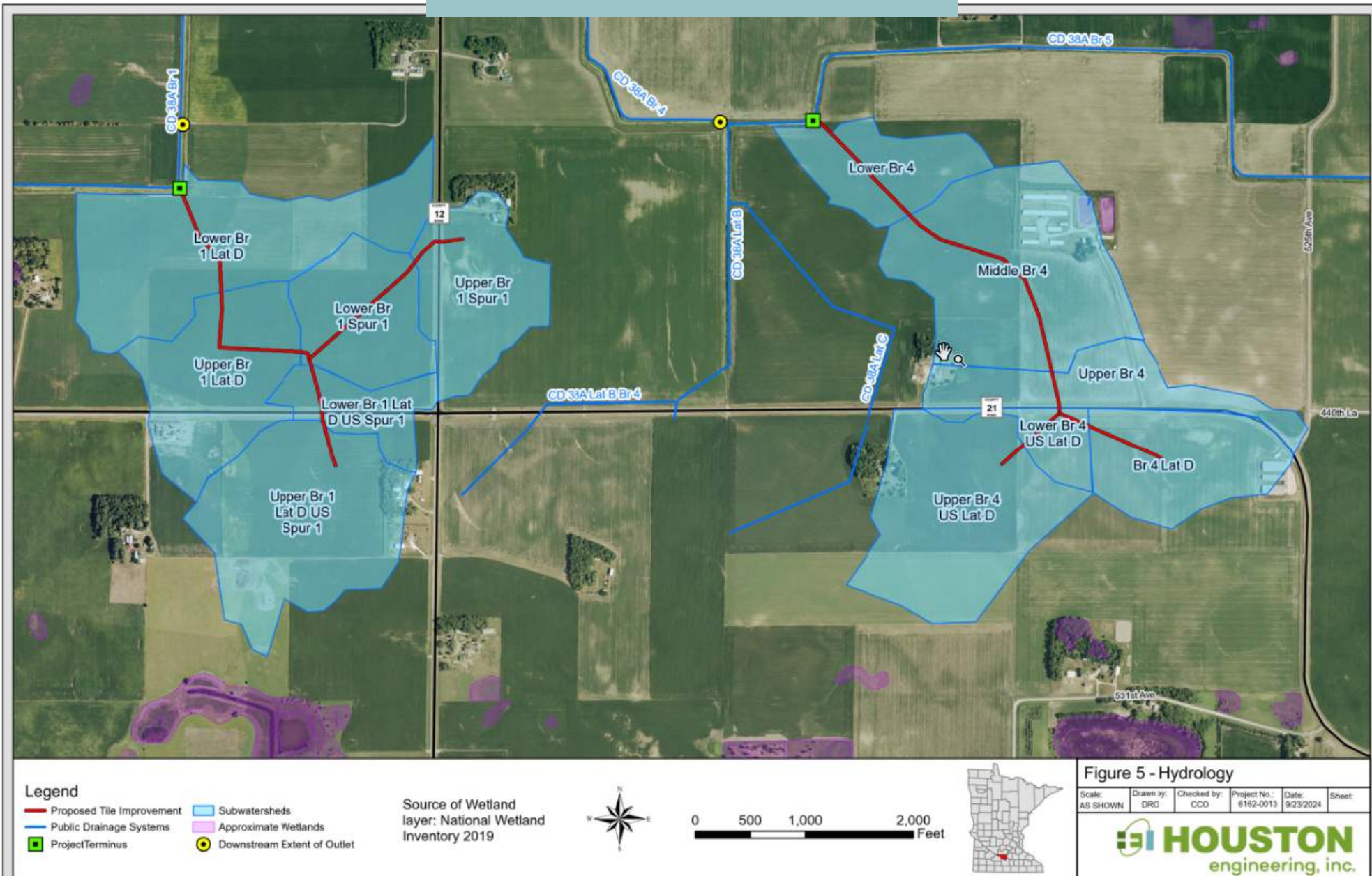
- No wetlands in National Wetland Inventory
- Landowners are responsible for Swampbuster compliance.

Water Quality

- Construction Stormwater Pollution Prevention Plan (SWPPP) will be prepared and followed
- Project will facilitate future maintenance
- Downstream sediment / nutrient loading anticipated to decrease due to decrease in tile blowouts and improved intakes

WETLANDS

No NWI-identified wetlands



ENVIRONMENTAL CONSIDERATIONS

Fish and Wildlife Resources

- No significant change anticipated

Groundwater

- Little or no impact

Overall Environmental Impact

- No long-term adverse effect

External Funding

- Federal and state cost share is available for water quality practices through competitive process
- SWCD has local set-aside which may be applied to for WASCOB
- Requires voluntary participation

OPINION OF PROBABLE COST

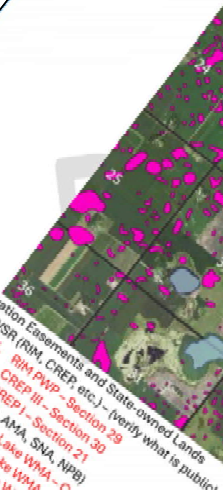
Construction Cost (+20% contingency)	Other Costs (legal, engineering, admin)	Total Cost
\$643,237	\$184,274	\$827,512

Separable Maintenance

- Tile should be replaced regardless of improvement proceedings
- Cost to repair is estimated at \$739,213 (total)
- Recommend that Viewers consider this as separable cost relative to improvement proceedings

FEEDBACK RECEIVED

■ DNR Natural Resource Assessment August 23, 2024

- 
9. Environmental Review
8. Conservation Easements and State-owned Lands
- a. BWSR (RIM, CREP, etc.) - (verify what is publicly owned)
- i. RIM PWP - Section 29
- ii. CREP I - Section 21
- iii. CREP III - Section 20
- b. DNR (WMA, AMA, SNA, NPB)
- i. Swan Lake WMA - Courtland Bay Unit - Section 21
- ii. Swan Lake WMA - Courtland East Unit - Section 28
- iii. Swan Lake WMA - Courtland Central Unit - Section 29
- iv. Swan Lake WMA - Courtland West - Section 30
- c. Others

Drainage Project Earlier Coordination: Natural Resource Assessment

The purpose of the *Natural Resource Assessment* is to inform drainage shed landowners of potential natural resource issues *prior* to petitioning for a drainage improvement project. The proposal is that the DNR can work with county staff, the drainage engineer, the drainage attorney, the drainage authority, another representative, or the drainage landowners themselves to organize this information.

It should be noted that the DNR's statutory responsibility is to review and comment on the Preliminary Engineering Report and Final Engineering Report, and so coordinating with the DNR at this earlier phase is voluntary.

The following is a list of issues that may be described by identifying the drainage shed of interest. Additional issues may be identifiable as more information is provided (e.g., drainage coefficient of original, existing, and post-project status).

1. Project Terminus – location and condition of project terminus (i.e., observation and x-section)
 - a. Branch 1 – Section 19 ; Branch 4 – Section 20
 - b. Condition Unknown
2. Ditch Terminus – location and condition of terminus of the legal drainage system.
 - a. Heyman Creek – T110N R30W S22. Condition of outlet unknown
3. Project Outlet – location and condition of the project outlet (may not be apparent at this stage)
 - a. Unknown
4. Public Waters
 - a. Is a public water in the project area or is considered part of the project outlet
 - i. Heyman Creek
 - ii. Swan Lake within 1 mile
 - b. Is there is potential impact on public water due to changes in course, cross-section, and/or current (may include field observations)
 - i. Information provided does not indicate the changes from historic to proposed. If pipe sizes were to be increased, there is a possibility for an increase in discharge/peak flow that could alter the course, current, and/or cross section.
5. High Priority Sensitive Resources (adoption of the process similar to the Preliminary Well Construction Notification)
 - a. Calcareous Fens – No fens have been identified within this watershed.
 - b. Trout Streams - None
 - c. Public Lands
 - i. Swan Lake WMA Courtland East Unit– within 1 mile
 - ii. Swan Lake WMA Courtland Bay Unit – within 1 Mile
 - iii. Swan Lake WMA Courtland West Unit – Within 1 Mile
 - iv. CREP III
 - d. Drinking Water Protection Area
 - i. Drinking Water Supply Management Area - Mankato
 - e. Contamination Sites
 - i. Unknown
 - f. Rare Species

FEEDBACK RECEIVED

- DNR comment letter dated February 06, 2025



Ecological & Water Resources
Region 4 (South Region)
21371 Highway 15 South
New Ulm, MN 56073

February 06, 2025

Nicollet County Drainage Authority
501 South Minnesota Avenue
St. Peter, MN 56082

Re: Preliminary Engineer's Report for Improvement of Nicollet County Ditch No. 38A (CD38A)

Nicollet County Drainage Authority,

We appreciate the opportunity to evaluate the preliminary engineer's report (PER) for the proposed Nicollet County Ditch 38A improvement project. This Advisory Report, prepared on behalf of the Commissioner of the Minnesota Department of Natural Resources (DNR), aims to provide expert insights and recommendations in accordance with the guidelines outlined in Minnesota Statutes 103E.255. The comments in this advisory report are based on a review of the Nicollet County Ditch 38A Branch 1 Lateral D and Branch 4 Improvement report dated December 31st, 2024. We greatly appreciate your consideration.

Overview

The Nicollet County Ditch 38A Branch 1 Lateral D and Branch 4 improvement project addresses prolonged agricultural flooding in Courtland Township due to insufficient capacity and disrepair of the drainage system. The affected drainage system, originally built in 1904 and last improved in 1955, is now over 70 years old and no longer functional. The project involves upgrading the tile system in Branch 1 Lateral D (including Spur 1) and Branch 4 (including Lateral D) to improve drainage capacity. The improved system will discharge into an unnamed public waterway before ultimately flowing into the Minnesota River.

Hydrologic Impacts and adequacy of the outlet

- Under proposed conditions, flow increases downstream of the channel at Branch 1 Lateral D by 3.4%, 2.2%, 1.6%, 1.1%, 0.8%, and 0.7% for the 2-, 5-, 10-, 25-, 50-, and 100-year events, respectively. At Branch 4, flow increases are 9.2%, 4.4%, 3.1%, 2.1%, 1.7%, and 1.4% for the same events. The 9% increase is significant and may alter channel morphology, negatively impacting public waters. What mitigation measures are proposed to address these flow increases?
- Existing flow data in the report fall outside the StreamStats range for the drainage watershed, indicating a potential discrepancy. Please clarify the process for completing calculations for flow data, and provide information on any inconsistencies with this data source.

MNDNR ADVISORY REPORT ON PER

DNR Comment	Response
The 9% flow increase is significant and may impact public waters.	Velocities are anticipated to be increased by less than 4% (0.02 fps in 2-year flow)..
Existing flow data in the report fall outside the Streamstats data and range for the drainage watershed, indicating a potential discrepancy.	Streamstats was used to develop the flow data in the report. DNR's comment is incomplete and does not indicate what their anticipated flow is, or how this flow would affect results.
The proposed peak water surface elevations are 980.92 ft (25-year event) and 981.16 ft (50-year event), while the overtopping elevation downstream of Branch 1 Lateral D is 980.81 ft. How will safety concerns be addressed given this exceedance?	Field crossings are typically designed for overtopping at a 2- to 5-year rainfall event. The current crossing meets this criteria for both existing and proposed conditions (water level increase is less than 0.02 feet).
A detention flow evaluation is necessary to determine outlet adequacy	Because the downstream channel is stable and velocity increases from the project are minimal, the outlet is proven to be adequate
DNR Area Hydrologist Alan Gleisner, completed a site visit to assess the existing conditions of CD 38A. These crossings would likely benefit from maintenance activities.	DNR site visit is noted.
The preferred alternative is not compatible with Nicollet County Local Water Management, as it does not include any BMPs to reduce flows or improve water quality.	The Nicollet County Local Water Management Plan does not mandate flow reduction practices or require water quality BMPs. The preferred alternative <u>does</u> include water quality BMPs.
it is crucial the proposed drainage systems do not alter the peak flow, volume, or velocity of public waters. To assess permit requirements, please submit the requested data outlined above for evaluation.	DNR's criteria is arbitrary and unreasonable. The proposed project does not alter the course, current, or cross-section of public waters and therefore does not require a public waters permit.

RECOMMENDATIONS



Conclude project is necessary, feasible, and practical



Recommend continuing with proceedings to improve Laterals



Recommend Board to order engineer to make Detailed Survey Report with Plans / Specs

QUESTIONS?

ENVIRONMENTAL CONSIDERATIONS: ADEQUACY OF OUTLET

Table 1: Downstream Culvert Impacts

Field Crossing Downstream of Branch 1 Lateral D Overtopping Elevation = 980.81	Discharge (cfs)			Peak Water Surface Elevation		
	Existing	Proposed	% Increase	Existing	Proposed	Change
2-Year	32.1	33.6	4.7%	975.13	975.21	0.08
5-Year	66.9	68.4	2.2%	977.36	977.43	0.07
10-Year	96.7	98.2	1.6%	978.86	978.94	0.08
25-Year	141	142.5	1.1%	980.90	980.92	0.02
50-Year	179	180.5	0.8%	981.15	981.16	0.01
Field Crossing Downstream of Branch 4 Overtopping Elevation = 993.84	Discharge (cfs)			Peak Water Surface Elevation		
	Existing	Proposed	% Increase	Existing	Proposed	Change
2-Year	39.1	42.7	9.2%	978.64	978.83	0.19
5-Year	81.1	84.7	4.4%	980.64	980.79	0.15
10-Year	117.0	120.6	3.1%	982.19	982.35	0.16
25-Year	170.0	173.6	2.1%	984.54	984.71	0.17
50-Year	216.0	219.6	1.7%	986.74	986.93	0.19

Table 2: Downstream Channel Impacts

Downstream of Branch 1 Lateral D	Discharge (cfs)			Velocity (ft/sec)		
	Existing	Proposed	% Increase	Existing	Proposed	Change
2-Year	32.1	33.2	3.4%	1.05	1.06	0.01
5-Year	66.9	68.4	2.2%	1.29	1.30	0.01
10-Year	96.7	98.2	1.6%	1.47	1.48	0.01
25-Year	141	142.5	1.1%	1.73	1.74	0.01
50-Year	179	180.5	0.8%	1.32	1.32	0.01*
100-Year	220	221.5	0.7%	1.81	1.81	0.00
Downstream of Branch 4	Discharge (cfs)			Velocity (ft/sec)		
	Existing	Proposed	% Increase	Existing	Proposed	Change
2-Year	39.1	42.7	9.2%	0.91	0.94	0.02*
5-Year	81.1	84.7	4.4%	1.13	1.15	0.02
10-Year	117.0	120.6	3.1%	1.29	1.30	0.02*
25-Year	170.0	173.6	2.1%	1.50	1.52	0.01*
50-Year	216.0	219.6	1.7%	1.17	1.18	0.01
100-Year	265.0	268.6	1.4%	1.89	1.91	0.02

*Math inconsistency due to rounding

MN Department of Natural Resources (DNR); Ethan Jenzen, DNR Ecological and Water Resources; in a letter dated 2-6-2025 to Nicollet County Drainage Authority

Comment Number	Comment	Project Engineer Response
DNR-1	Under proposed conditions, flow increases downstream of the channel at Branch 1 Lateral D by 3.4%, 2.2%, 1.6%, 1.1%, 0.8%, and 0.7% for the 2-, 5-, 10-, 25-, 50-, and 100-year events, respectively. At Branch 4, flow increases are 9.2%, 4.4%, 3.1%, 2.1%, 1.7%, and 1.4% for the same events. The 9% increase is significant and may alter channel morphology, negatively impacting public waters. What mitigation measures are proposed to address these flow increases?	A percentage increase in flow by itself is not an indicator of a significant risk to channel morphology. DNR comment #5 indicates a stable condition in the open ditch downstream of the project. Velocities are anticipated to be increased by less than 4% (0.02 fps in 2-year flow). This velocity increase does not have a significant potential to induce channel instability.
DNR - 2	Existing flow data in the report fall outside the StreamStats range for the drainage watershed, indicating a potential discrepancy. Please clarify the process for completing calculations for flow data, and provide information on any inconsistencies with this data source.	Streamstats was used to develop the flow data in the report. DNR's comment is incomplete and does not indicate their anticipated flow rates, or how this flow would affect report conclusions.
DNR-3	The proposed peak water surface elevations are 980.92 ft (25-year event) and 981.16 ft (50-year event), while the overtopping elevation downstream of Branch 1 Lateral D is 980.81 ft. How will safety concerns be addressed given this exceedance?	Field crossings are typically designed for overtopping at a 2- to 5-year rainfall event. The current crossing meets this criteria for both existing and proposed conditions (water level increase is less than 0.02 feet).
DNR-4	No hydrograph has been provided, limiting any potential assessments for changes in flow/flood duration. A detention flow evaluation is necessary to determine outlet adequacy.	Because the downstream channel is stable and velocity increases from the project are minimal, the outlet is proven to be adequate. DNR has not provided a rationale for why additional modeling is required for this specific site.

DNR-5	DNR Area Hydrologist Alan Gleisner, completed a site visit to assess the existing conditions of CD 38A. Overall, the general condition of the existing ditch course was stable with evidence of suitable vegetation on the ditch in-slope, limited to no scour/slough areas visible, and upland buffers established along most of the reach. There was evidence of some scouring, bank erosion, and sediment deposition as flows entered Heyman's Creek, as witnessed near the County Road 21 and 446th Street crossings, however this type and amount of scouring, erosion, and deposition is likely comparable to other similar areas in this portion of the state. These crossings would likely benefit from maintenance activities like brush clearing and debris removal to protect crossing integrity and facilitate adequate flows through the crossings.	DNR site visit is noted. Drainage Authority will consider this information in future management efforts on the system.
DNR-6	The preferred alternative is <u>not compatible</u> with the Nicollet County Local Water Management Plan as it does not include any BMPs to reduce flows or improve water quality or an adequate discussion of available options. As noted in section 3.3.2 of the PER BMPs needs to be considered for drainage projects but the only BMP discussed in the PER is an in-line pond. There are other BMPs that could potentially be implemented to address volume and water quality. They should also be discussed in the PER and an explanation should be given as to why they can/cannot be incorporate into the proposed improvement.	The Nicollet County Local Water Management Plan does not mandate flow reduction practices or require water quality BMPs on all projects. Nonetheless, the preferred alternative <u>does</u> include water quality BMPs, including managed inlets and replacement of degraded tile. DNR has not indicated which BMPs they would prefer to be included in the report, so addressing their comment within the report is infeasible.
DNR-7	The proposed drainage systems are part of a larger interconnected network and contribute to cumulative flow, even though they are not significantly large. Therefore, it is crucial to ensure they do not alter the peak flow, volume, or velocity of public waters. To assess permit requirements, please submit the requested data outlined above for evaluation. Area Hydrologist Alan Gleisner (Alan.Gleisner@state.mn.us) is available to assist with ensuring compliance with Public Waters Work Permit requirements.	DNR's stated criteria of drainage improvements not altering "the peak flow, volume, or velocity of public waters" is arbitrary, unreasonable, and inconsistent with the findings of the Drainage Work Group subcommittee on Outlet Adequacy. The proposed project does not alter the course, current, or cross-section of public waters and therefore does not require a public waters permit.