

Board of Commissioners Agenda

August 8, 2023

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

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

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

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
 - a. [July 25, 2023 Board Minutes](#)
 - b. [Additional 2023 Solid Waste Collection and Transportation License Applicant](#)
 - c. [Church of St. George Exempt Gambling Permit](#)
 - d. Approval of Bills
5. Public Appearances

9:05 a.m. 6. Informational Items

- a. [Region Nine Development Commission Presentation](#)

9:20 a.m. 7. Administration

- a. [Nicollet County Sheriff's Office Re-Roof Project Bid Approval](#)

- 9:25 a.m.**
8. Chair's Report
 9. Commissioner Committee Reports, Meetings & Conferences
 10. Approve Per Diems and Expenses
 11. Adjourn Board of Commissioners Meeting

9:30 a.m. Call Drainage Authority Meeting to Order: Chair

1. Approval of Agenda
2. Approval of Consent Agenda
 - a. [July 25, 2023 Drainage Authority Minutes](#)
3. Public Appearances

9:35 a.m. 4. [CD 62A Improvement Project](#)

This portion of the meeting is closed to discuss litigation involving CD 62A, pursuant to Minn. Stat. § 13D.05, subd. 3(b). Following the closed session, the Board may take action based upon the information provided during the closed session, including whether to accept or reject the outcome of the mediation sessions between the parties.

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.

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

- 10:05 a.m.** 5. [CD 86A Improvement Project](#)
This portion of the meeting is closed to discuss potential litigation involving CD 86A, pursuant to Minn. Stat. § 13D.05, subd. 3(b). Following the closed session, the Board may take action based upon the information provided during the closed session.
- 10:50 a.m.** 6. [Public Services](#)
a. [Set Date for CD 77 Lateral 2 Final Acceptance Hearing](#)
- 10:55 a.m.** 7. Adjourn Drainage Authority Meeting

Notice of Scheduled Meetings

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

Date	Time	Meeting	Location	City & State
August 7	11:00 am	Personnel Committee	Gov. Center – Nicollet Room	St. Peter, MN
August 8	9:00 am	County Board & Drainage Meeting	Gov. Center Board Room	St. Peter, MN
August 9	12:00-4:00 pm	Budget Committee Meeting	Gov. Center Board Room	St. Peter, MN
August 10	8:00-1:00 pm	Budget Committee Meeting	Gov. Center Board Room	St. Peter, MN
August 11	All Day	Nicollet County Fair Activities	Nicollet County Fairgrounds	St. Peter, MN
August 14	11:00-12:00 pm	Personnel Committee Meeting	Gov. Center – Nicollet Room	St. Peter, MN
August 15	8:15 am	Individual Dept. Head Meeting and Performance Evaluation with Administrator	Gov. Center Board Room	St. Peter, MN
August 15	9:30 am	Board Workshop	Gov. Center Board Room	St. Peter, MN
August 15	11:30-1:30 pm	Employee Appreciation Picnic	HHS Garage	St. Peter, MN
August 21	7:00 pm	Board of Adjustment & Appeals/ Planning & Zoning Advisory Commission	Gov. Center Board Room	St. Peter, MN
August 22	9:00 am	County Board & Drainage Meeting	Gov. Center Board Room	St. Peter, MN
August 22	10:30 am	Special Board Workshop – Mr. John Kolbe	Gov. Center Board Room	St. Peter, MN
August 24	8:15 am	BNCH Executive Committee	1900 Franklin St.	New Ulm, MN
August 29	8:30-12:00 pm	Budget Workshop #1	Gov. Center Board Room	St. Peter, MN
August 31	8:30-12:00 pm	Budget Workshop #2	Gov. Center Board Room	St. Peter, MN

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JULY 25, 2023
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, July 25, 2023, at 9:00 a.m. Present at the meeting were Commissioners Jack Kolars, Terry Morrow, Marie Dranttel, Mark Dehen, and Kurt Zins. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

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

Consent Agenda

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

1. July 11, 2023 Board Minutes
2. Out of State Travel: UKG Aspire Annual Conference
3. End of Probations
4. Approval of Bills
5. Acknowledgment of the Auditor Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$148,538.32;
 - b. Road & Bridge Fund - \$86,424.21;
 - c. Human Services Fund - \$223,214.49;

Motion carried with all voting in favor.

Public Appearances:

Vincent Guertin, resident of 41656 Judson Bottom Road, came before the Board to address poor pavement conditions on Judson Bottom Road. The portion most in need of repair runs from Valerie Lane to the intersection of Lookout Drive and is maintained by the City of North Mankato. Commissioner Morrow will bring the issue forward for discussion at the upcoming Nicollet County and City of North Mankato joint meeting in September.

Informational Items:

REDA Joint Economic Development Service Agreement

Tim Penny from the Southern MN Initiative Foundation (SMIF) presented information on various initiatives in the area. The Foundation is investing heavily in early childhood needs, entrepreneurship, and programming for less populated towns in the area. They will continue to work closely with area organizations and towns to assist in their economic growth.

Finance

2023 Quarter Two Donations

Director McCormick appeared before the Board to request approval of the following 2023 Quarter Two donations:

FROM WHOM	AMOUNT	PURPOSE
Various Donations	\$ 380.00	Van Services
Donation "in remembrance of Lavonne"	\$ 300.00	Lighthouse on Marshall
Mayo Foundation for Medical	\$ 250.00	<i>Project Community Connect</i>
Pioneer Bank	\$ 500.00	<i>Project Community Connect</i>
UCARE	\$ 500.00	<i>Project Community Connect</i>
Various Donations	\$ 480.00	Loan Closet
Total:	\$2,410.00	

Motion by Commissioner Morrow and seconded by Commissioner Zins to approve the Resolution for the Acceptance of Donations as presented. Motion carried with all voting in favor on a roll call vote.

Human Resources

Nursing Mothers, Lactating Employees, and Pregnancy Accommodations Policy

Director Larson presented the updated Nursing Mothers, Lactating Employees, and Accommodations Policy. The policy will be distributed among County employees upon approval.

Motion by Commissioner Morrow and seconded by Commissioner Dehen to approve the Nursing Mothers, Lactating Employees, and Pregnancy Accommodations Policy as presented. Motion carried with all voting in favor on a roll call vote.

Public Works Title VI and Non-Discrimination Implementation Plan

Directors Larson and Greenwood presented the Title VI Non-Discrimination Implementation Plan. The Federal Highway Administration requires organizations that receive federal funds to comply with a formal Title VI plan to ensure non-discrimination.

Motion by Commissioner Dehen and seconded by Commissioner Morrow to approve the Nicollet County Public Works Title VI and Non-Discrimination Implementation Plan as presented. Motion carried with all voting in favor on a roll call vote.

Public Works

Consider Award of 2023 Highway Striping Project

Public Works Director Greenwood came before the Board to present the bid received for the 2023 Highway Striping Project. One bid was received from Sir Lines-A-Lot in the amount of \$259,138.15. Director Greenwood recommends approval of the bid to complete the highway striping project.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to award the contract for the 2023 Highway Striping Project to Sir Lines-A-Lot in the amount of \$259,138.15. Motion carried 4-1, with Commissioner Dranttel voting no.

Chair's Report

- Traverse de Sioux Board & Personnel
- MVAC Head Start
- Personnel Committee
- Rural MN Energy Board
- Board Workshop
- County Board
- Township Meeting
- Sibley & Nicollet County Joint Meeting

Commissioner Committee Reports:

Commissioner Terry Morrow

- County Board
- Board Workshop
- Sibley & Nicollet County Joint Meeting
- HRA Meetings
- Highway 169 Meetings
- Nicollet County Collaborative

Commissioner Marie Dranttel

- County Board
- Board Workshop
- Sibley & Nicollet County Joint Meeting
- VINE Transit meeting
- Ditch meeting - Gaylord

Commissioner Mark Dehen

- County Board
- Board Workshop
- Sibley & Nicollet County Joint Meeting
- Celebration of Ag

Commissioner Kurt Zins

- County Board
- Board Workshop
- Sibley & Nicollet County Joint Meeting
- Rural MN Energy Board

Approve Per Diems and Expenses

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

Adjourn

Chair Kolars adjourned the meeting at 9:57 a.m.

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

DRAFT

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:				
Additional 2023 Solid Waste Collection and Transportation License Applicant				
Primary Originating Division/Dept.: PPSD - Property Services	Meeting Date: 8/8/2023			
Contact: Ben Rosburg Title: Environmental Spec.	Item Type: Consent Agenda (Select One)			
Amount of Time Requested minutes				
Presenter: Title:	Attachments: ☒ Yes ☐ No			
County Strategy: Programs and Services - deliver value-added quality services (Select One)				
BACKGROUND/JUSTIFICATION: Consideration for approval of an additional 2023 Nicollet County License Application for Solid Waste Collection and Transportation that wish to offer service in Nicollet County. The application, fee, and required documentation have been received from the following: The Picker-Uppers: Justin Keech, P.O. Box 638, New Ulm, MN, 56073.				
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 Picker-Uppers to offer solid waste collection and transportation services within Nicollet County.				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = Other 100.00 (Select One) Total 100.00 </td> </tr> </table>			FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other 100.00 (Select One) Total 100.00
FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other 100.00 (Select One) Total 100.00			
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:				



NICOLLET COUNTY

PROPERTY SERVICES DEPARTMENT

LICENSE APPLICATION FOR SOLID WASTE COLLECTION AND TRANSPORTATION

This Application is for licensing year January 1, 2024 through December 31, 2024.
Applications must be postmarked no later than December 31, 2023.

Review and Approval Process

Please print in ink or type all sections of the application. Enclose all requested attachments and return completed applications to Nicollet County, Property Services Department, 501 S. Minnesota Ave., St. Peter, MN 56082. This license application will be forwarded to the County Solid Waste Enforcement Coordinator in the Property Services Department for review. Once reviewed by the Solid Waste Enforcement Coordinator, applications will be placed on the December County Commissioner's Board Agenda for approval or denial. Upon County Board approval, a license will be prepared for the business listed on the application.

SECTION I. LICENSEE INFORMATION

Business Name: The Picker-Uppers

Contact Person: Justin Keech

Business

Address: P.O. Box 638 New Ulm MN 56073
(City, State) (Zip)

Other Contact Information: 507-276-3084 - thepickeruppers@gmail.com
(telephone) (FAX) (email)

Minnesota Tax I.D.#: _____ Federal Tax I.D.#: [REDACTED]

Vehicle & Container Storage Locations: 12772 184th Ave, Searles MN

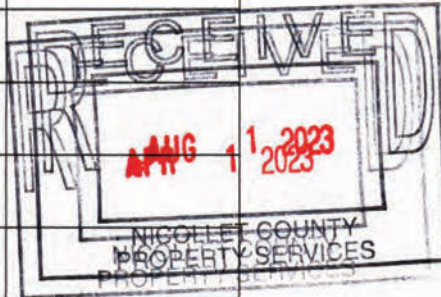
SECTION II. COLLECTION AND TRANSPORTATION

1. Please list all vehicles that will be used to haul solid waste. (Additional sheets may be used):

Vehicle Make & Model	Rated Capacity	License Plate Number	Body Type
Freightliner M2	26,000	YCA7792	Hooklift

2. List the municipalities and townships which will be served and indicate materials collected:

Location	MSW	C/D/ ¹	Recycling	Other (list)
Belgrade			☐ Residential ☐ Commercial	
Bernadotte (Twp)			☐ Residential ☐ Commercial	
Brighton			☐ Residential ☐ Commercial	
Courtland (Twp)	✓		☐ Residential ☐ Commercial	
Granby			☐ Residential ☐ Commercial	
Lafayette (Twp)	✓		☐ Residential ☐ Commercial	
Lake Prairie			☐ Residential ☐ Commercial	
New Sweden			☐ Residential ☐ Commercial	
Nicollet (Twp)	✓		☐ Residential ☐ Commercial	
Oshawa			☐ Residential ☐ Commercial	
Ridgely			☐ Residential ☐ Commercial	
Traverse			☐ Residential ☐ Commercial	
West Newton			☐ Residential ☐ Commercial	
Bernadotte			☐ Residential ☐ Commercial	
Courtland	✓		☐ Residential ☐ Commercial	
Klossner	✓		☐ Residential ☐ Commercial	
Lafayette	✓		☐ Residential ☐ Commercial	
Nicollet	✓		☐ Residential ☐ Commercial	
Norseland			☐ Residential ☐ Commercial	
North Mankato	✓		☐ Residential ☐ Commercial	
St. George	✓		☐ Residential ☐ Commercial	
St. Peter	✓		☐ Residential ☐ Commercial	



¹Construction/Demolition/Industrial



If recycling services are offered, please indicate the materials accepted:

☐ Aluminum Cans	☐ Steel/Tin Cans	☐ Other Metal
☐ Clear Glass	☐ Brown Glass	☐ Green Glass
☐ Newsprint Paper	☐ Magazine/Catalog Paper	☐ Office Paper
☐ PET = #1 Plastic	☐ HDPE = #2 Plastic	☐ #3 - #7 Plastic
☐ Cardboard	☐ Paperboard	☐ Coated Paperboard

3. County Solid Waste Management Plan

Tri-County Solid Waste prepared a Solid Waste Management Plan for Nicollet County pursuant to Minnesota Statutes to protect the health and economic welfare of the residents and environment. All licensed haulers will be provided a copy of the plan upon request. The County urges all solid waste haulers and generators to assist the County in achieving the goals of the Plan.

4. Haulers shall provide the following information to the MPCA, which is then shared with the County:

- (a) Annual reports verifying the actual MSW disposed and the facilities where it was disposed of.
- (b) Annual reports verifying the tonnage of recyclable materials collected and the processing facilities where recyclables were delivered.

SECTION III. VOLUME OR WEIGHT BASED PRICING

Minnesota Statute 115A.93 requires that licensees must have volume or weight based pricing for the collection of MSW. This means that the price of collection increases with the volume or weight of the waste collected.

SECTION IV. WASTE DEPOSIT DISCLOSURE

1. Minn. Stat. 115A.9302 (1995) requires that each year between January 1 and March 31, a person who collects construction debris, industrial waste, or MSW for transportation to a waste facility, must disclose to each waste generator from whom waste is collected the name and location of the disposal or processing facilities used, the type of permit held by the facility and the permit number, and the approximate waste deposited at each of the two primary facilities used. The disclosure must be made in writing at least once a year. **All written disclosures must contain the following statement:**

"You may be responsible for any liability that results from contamination at a facility where your waste has been deposited. Minnesota believes that its waste management system provides substantially more financial and environmental protection than depositing waste in landfills in other states. Managing your waste in Minnesota may minimize your potential liability."

If the primary facilities identified by the hauler are not located in Minnesota then the disclosure must state:

"The landfill to which your waste may be sent during the current calendar year is not a Minnesota landfill."

2. Please enclose a copy of your Waste Deposit Disclosure with your application.

SECTION V. CERTIFICATE OF COMPLIANCE, MINNESOTA WORKERS' COMPENSATION LAW

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. The information required is: the name of the insurance company, the policy number, and dates of coverage or the permit of self-insure. This information will be collected by the licensing agency and retained in their files.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name (NOT the insurance agent): _____

Policy Number: _____

Dates of Coverage: _____ to _____

OR

Applicant is not required to have workers compensation liability coverage because:

- ☒ Applicant has no employees
- ☐ Applicant is self-insured (include permit to self-insure)
- ☐ Applicant has no employees who are covered by the workers compensation law (these include: Spouse, Parents, Children and certain farm employees)



The above information provided above is accurate and complete and a valid workers compensation policy will be kept in effect at all times as required by law for the following company.

Name (Last, First, M.I.): Keesh, Justin K.

Doing Business As (if different than your name): The Picker-Uppers

Business Address: P.O. Box 638

City, State, Zip: New Ulm, MN 56073

Business Phone: 507-276-3084

SECTION VI. INSURANCE

Please provide Nicollet County with a Certificate of Insurance for liability for current general and automotive liability policies in compliance with the County's requirements, as outlined in Nicollet County Solid Waste Ordinance Sec. 2 Subd. 6.

1. Name of Insurance Carrier: Citizens Agency Minnesota
2. A current certificate of general liability insurance for a minimum of \$100,000/\$300,000.
3. A current certificate of automotive liability insurance for a minimum of \$50,000/\$100,000.

Please check one: ☒ Certificate of Insurance included with application
☐ Current Certificate of Insurance on file with Nicollet County

SECTION VII. BOND

Pursuant to Sec. 5 Subd. 5(c), of the Nicollet County Solid waste Ordinance, a \$3,000 performance bond shall be required prior to the issuance of any licenses to engage in collection and transportation of solid waste. The bond must name Nicollet County as the obligee.

Please check one: ☐ Bond included with application
☐ Current Bond on file with Nicollet County

SECTION VIII. FEE

Please enclose a check for \$100.00 for the license fee made payable to Nicollet County.



SECTION IX. CERTIFICATION AND SIGNATURE

I certify that the information provided in this application is accurate and complete and I understand that any false statements or omissions of a material fact will result in the license being withheld or denied; and

I also certify that I have complied with the requirements of the Waste Deposit Disclosure Requirements (Minn. Stat. 115A.9302 (1995) for this calendar year.

[Signature]
Signature of applicant/licensee

Dated this 28th day of July, 2023

COMPLETION CHECKLIST

- ☒ Completed Application – with signature and date
- ☒ Fee
- ☒ Waste Deposit Disclosure Statement
- ☒ Certification of Compliance Workers' Compensation Coverage
- ☒ Certificate of Liability Insurance (either enclosed or on-file)
- ☒ \$3,000 Performance Bond (either enclosed or on-file)

Send completed application, documentation, and payment no later than December 31, 2023 to:

Ben Rosburg, Environmental Specialist
Property Services Department
Nicollet County Government Center
501 S. Minnesota Avenue
St. Peter, MN 56082
Phone: 507-934-7072
FAX Number: 507-934-0259
E-Mail: benjamin.rosburg@co.nicollet.mn.us



FOR OFFICE USE ONLY

Application received on date: _____

License name: _____ License number: _____

Date of issuance: _____

The foregoing application is hereby approved this ____ day of _____, year of _____. Chairman of the County Board of Commissioners hereby directs the Department of Property Services to issue the license in accordance herewith.

ATTEST:

Chair, Nicollet County Board of Commissioners



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CITIZENS AGENCY MINNESOTA 105 N Minnesota PO Box 669 New Ulm, MN 56073 License #: 5609	CONTACT NAME: Nick Hage	
	PHONE (A/C, No, Ext): (507)359-2067 FAX (A/C, No):	
INSURED The Picker-Uppers LLC PO Box 638 New Ulm, MN 56073-0638	E-MAIL ADDRESS: nhage@citizensmn.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: CSU Producer Resources, Inc	
	INSURER B: Progressive Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER: 00003822-1091890****REVISION NUMBER: 12**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:				08/05/2022	08/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY				08/05/2022	08/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Nicollet County

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(NBH)

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WASTE DISCLOSURE STATEMENT

Dear Valued Customer, The Waste Management Act requires that all haulers disclose the destination of your trash. Pursuant to Minnesota Statute 115A9302, The Picker-Uppers hereby discloses that mixed municipal solid waste collected will be delivered to one of the following facilities during the time period January through December. If an additional facility becomes either a primary facility or an alternative facility during this period, the hauler is required to provide you with updated information within 30 days. In addition, the Minnesota Legislature requires Minnesota haulers to make the following disclosure to their customers:

You may be responsible for any liability that results from contamination at a facility where your waste has been deposited. Minnesota believes that it's waste management system provides substantially more financial and environmental protection than depositing waste in landfills in other states. Managing your waste in Minnesota may minimize your potential liability.

Mixed Municipal Solid Waste

Brown County Landfill
21933 Cty Rd. 11
Sleepy Eye, MN 56085
SW-89

THE CINCINNATI INSURANCE COMPANY

Performance Bond

CONTRACTOR (Name, legal status and address):

The Picker Uppers LLC
PO Box 638
New Ulm, MN 56073

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Nicollett County
501 S Minnesota Ave
St Peter, MN 56082

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: August 01, 2023

Amount: \$3,000.00

Description (Name and location):

Dumpster Rentals

BOND

Date (Not earlier than Construction Contract Date): August 01, 2023

Amount: \$3,000.00

Modifications to this Bond:

☐ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
The Picker Uppers LLC

Signature: _____

Name and Title:

Justin Keech - Owner

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: _____

Name and Title:

Nick Hage - Agency Manager

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Citizens Agency Minnesota, Inc.

P.O. Box 669

New Ulm, MN

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which the signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

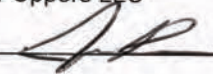
16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

The Picker Uppers LLC

Signature: 

Name and Title:

Justin Keech - Owner

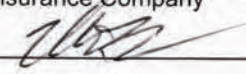
Address:

612 S Franklin St, New Ulm, MN 56073

SURETY

Company: _____ (Corporate Seal)

Cincinnati Insurance Company

Signature: 

Name and Title:

Nick Hage - Agency Manager

Address:

105 N Minnesota St, New Ulm, MN 56073



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 Edition.

S-2100-AIA-A312 (11/10) PERFORMANCE BOND

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Nicholas Hage,

of New Ulm, MN

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Two Million Five Hundred Thousand Dollars and 00/100 (\$2,500,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any 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."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a 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 Secretary 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 CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stacy A. Jentz

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, 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 Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, 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 Company at Fairfield, Ohio,
this _____ day of _____



Scott R. Bolen

Assistant Secretary

THE CINCINNATI INSURANCE COMPANY

Payment Bond

CONTRACTOR (Name, legal status and address):

The Picker Uppers LLC
PO Box 638
New Ulm, MN 56073

OWNER (Name, legal status and address):

Nicollett County
501 S Minnesota Ave
St Peter, MN 56082

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: August 01, 2023

Amount: \$3,000.00

Description (Name and location):

Dumpster Rentals

BOND

Date (Not earlier than Construction Contract Date): August 01, 2023

Amount: \$3,000.00

Modifications to this Bond:

☐ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

The Picker Uppers LLC

Signature: _____

Name and Title:

Justin Keech - Owner

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)

THE CINCINNATI INSURANCE COMPANY

Signature: _____

Name and Title:

Nick Hage - Agency Manager

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Citizens Agency Minnesota, Inc.

P.O. Box 669

New Ulm, MN

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants, who do not have a direct contract with the Contractor,

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

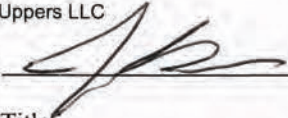
17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

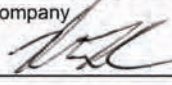
Company: _____ (Corporate Seal)
The Picker Uppers LLC

Signature:  _____

Name and Title:
Justin Keech - Owner
Address:
612 S Franklin St, New Ulm, MN 56073

SURETY

Company: _____ (Corporate Seal)
Cincinnati Insurance Company

Signature:  _____

Name and Title:
Nick Hage - Agency Manager
Address:
105 N Minnesota St, New Ulm, MN 56073



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 Edition.

S-2150-AIA-A312 (11/10) PAYMENT BOND

Page 8

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Nicholas Hage,

of New Ulm, MN

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Two Million Five Hundred Thousand Dollars and 00/100 (\$2,500,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any 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."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a 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 Secretary 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 CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice
Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, 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 Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, 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 Company at Fairfield, Ohio,
this _____ day of _____



BN-1005 (5/12)

Scott R. Boer
Assistant Secretary

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Church of St. George Exempt Gambling Permit		
Primary Originating Division/Dept.: Public Services		Meeting Date: 08/08/2023
Contact: Jaci Kopet	Title: PPSD Director	Item Type: (Select One) Consent Agenda
Amount of Time Requested: minutes		Attachments: ☒ Yes ☐ No
Presenter:	Title:	
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Attached is an application for an exempt gambling permit for St. George Church in West Newton Township. This is a one day gambling permit for September 10, 2023. St. George has annually applied for this permit for their Church Festival each year. My recommendation is to approve the permit.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED:		
FISCAL IMPACT: Other (Select One) If "Other", specify: 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: Church of St. George

Previous Gambling Permit Number: X- X52003-22-014

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: XXXXXXXXXX

Mailing Address: 63128 388th Lane

City: New Ulm State: MN Zip: 56073 County: Nicollet

Name of Chief Executive Officer (CEO): Msgr. Douglas L. Grams

CEO Daytime Phone: 507-359-2966 CEO Email: dgrams@dnu.org

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): stgeorge@holycrossaafc.org

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): Church of St. George

Physical Address (do not use P.O. box): 63105 Fort Road, New Ulm, MN 56073

Check one:

☐ City: _____ Zip: _____ County: _____

☒ Township: West Newton Zip: 56073 County: Nicollet

Date(s) of activity (for raffles, indicate the date of the drawing): 9-10-23

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.

LG220 Application for Exempt Permit

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: Msgr. Douglas L. Grams Date: 6-29-2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Msgr. Douglas L. Grams

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)).

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.

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.

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: Region Nine Development Commission (RNDC) Presentation		
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested: 20 minutes Presenter: Nicole Griensewic Title: Executive Director, Region Nine Development Commission	Meeting Date: 08/08/2023 Item Type: Regular Agenda (Select One)	
Attachments: ☐ Yes ☒ No		
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Nicole Griensewic, Region Nine Development Commission (RNDC) Executive Director, will be providing an overview of the Commission's work as well as updates on initiatives in the area. An opportunity for questions will be provided after the presentation.		
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: N/A - Informational Only		
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:	

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
Nicollet County Sheriff's Office Re-Roof Project Bid Approval		
Primary Originating Division/Dept.: Administration	Meeting Date: 08/08/2023	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ☐ Yes ☒ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: The bid for the Nicollet County Sheriff's Office Re-Roof project was opened on July 13, 2023. The low bid, as presented in the bid tab, will need to be considered for the project as per the Minn. Stat. 471.345 Uniform Municipal Contracting Law. The bid tab will be provided at the meeting for 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)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approve the low bid as presented for the Nicollet County Sheriff's Office Re-Roof Project and authorize the County Administrator to sign the contracts with the approved bidder. +		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify:	Total	
Related Financial/FTE Comments:		



JULY 25, 2023
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, July 25, 2023, at 9:00 a.m. Present at the meeting were Commissioners Jack Kolars, Terry Morrow, Marie Dranttel, Mark Dehen, and Kurt Zins. Also present were County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the agenda, with the addition of an informational item provided by Director Greenwood. Motion carried with all voting in favor.

Consent Agenda

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

1. July 11, 2023 Regular Drainage Minutes

Motion carried with all voting in favor.

Public Appearances

Lynn Fluegge, a resident on the CD86A ditch system, approached the Board with questions concerning the CD86A engineer's report. Commissioner Morrow indicated that the report was received by the County last night. More information will be shared after a review by the County Attorney and related staff. Ms. Fluegge asked the Board to continue to inform residents on the ditch system of any new developments.

Informational Item:

CD30A Bridge Load Rating

Director Greenwood shared that Erickson Engineering recently completed an inspection of a bridge that crosses CD30A. The inspection report indicated that the bridge be posted as a load-restricted bridge of up to 8 tons until repairs are completed. Public Works staff is installing load-restricted signage, and Director Greenwood will bring forward a bridge repair request at a future Board meeting.

Adjourn

Chair Kolars adjourned the meeting at 10:09 a.m.

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Drainage Authority

Meeting Agenda Item



Agenda Item: County Ditch 62A Improvement Project				
Primary Originating Division/Dept.: Public Works Contact: Michelle Zehnder Fischer Title: County Attorney Amount of Time Requested: 30 minutes Presenter: Roger Justin Title: Attorney	Meeting Date: 05/23/2023 Item Type: Regular Agenda (Select One) Attachments: ☐ Yes ☒ No			
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)				
BACKGROUND/JUSTIFICATION: Pursuant to Minn. Stat. § 13D.05, subd. 3(b), a closed meeting of the Nicollet County Drainage Authority is needed to discuss the litigation and mediation status regarding the improvement project on Nicollet County Ditch 62A. Following the closed session, the Board will be asked to take action to accept or reject the outcome of the mediation sessions between the parties.				
Supporting Documents: ☐ Attached ☐ In Signature Folder ☒ None				
Prior Drainage Authority Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known): 05/23/23				
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A				
ACTION REQUESTED: The Drainage Authority engage in a closed session to discuss litigation strategy involving the improvement project on CD 62A				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Other (Select One) If "Other", specify: FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments: </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = State (Select One) Total: </td> </tr> </table>			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:
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:			

Nicollet County Drainage Authority

Meeting Agenda Item



Agenda Item: County Ditch 86A Improvement Project		
Primary Originating Division/Dept.: Public Works Contact: Michelle Zehnder Fischer Title: County Attorney Amount of Time Requested: 45 minutes Presenter: Roger Justin Title: Attorney	Meeting Date: 08/08/2023 Item Type: Regular Agenda (Select One) Attachments: ☐ Yes ☒ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Pursuant to Minn. Stat. § 13D.05, subd. 3(b), a closed meeting of the Nicollet County Drainage Authority is needed to discuss potential litigation and legal strategy involving Nicollet County Ditch 86A. Following the closed session, Board action may be taken based upon the information provided during the closed session.		
Supporting Documents: ☐ Attached ☐ In Signature Folder ☒ None		
Prior Drainage Authority Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known): 05/23/23		
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A		
ACTION REQUESTED: The Drainage Authority participate in a closed session to discuss potential litigation and legal strategy and take action in open session as may be warranted.		
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:	

NICOLLET
COUNTY EST. 1853

Agenda Item: Set Date for CD77 Lateral 2 Final Acceptance Hearing		
Primary Originating Division/Dept.: Public Services Contact: Jaci Kopet Title: PPSD Director Amount of Time Requested: 5 minutes Presenter: Jaci Kopet Title: PPSD Director		Meeting Date: 08/08/2023 Item Type: (Select One) Regular Agenda Attachments: ☐ Yes ☒ No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Public Services has received the Final Acceptance Report from ISG Engineering on July 25, 2023. I would like to set the final hearing date for September 26, 2023 at 10:00 am. This hearing would include the Final Acceptance of the improvement project as well as approve the terms and levy to landowners.		
Supporting Documents: ☐ Attached ☐ In Signature Folder ☒ None		
Prior Drainage Authority Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known):		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the hearing date for CD77 Lateral 2 as stated above		
FISCAL IMPACT: Other (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:	