

Nicollet County Board of Commissioners Meeting



February 9, 2021

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

Commissioners – Terry Morrow, Chair; Jack Kolars; John Luepke; Marie Dranttel; Denny Kemp

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

1. Flag Pledge
2. Silence Your Cell Phones and Mute Microphones
3. Meeting Notice – MN Statute 13D.021
4. Approval of Agenda

Consent Agenda

1. [Approval of January 26, 2021 Board Minutes](#)
2. [2020 County Feedlot Officer Annual and Financial Reports](#)
3. [End of Probations](#)
4. Approval of Bills

Public Appearances

9:05 a.m. Property Services

1. [January 25, 2021 Planning and Zoning Advisory Commission Meeting](#)

9:10 a.m. Finance

1. [Quarter 4 2020 Donations](#)

9:15 a.m. Public Works

1. [Consider MnDOT Agreement No. 1045974 and Resolution](#)
2. [Consider Professional Service Proposal for CSAH 21 Slope Repair Project](#)
3. [Consider Final Payment for 2020 Aggregate Materials Project](#)

9:40 a.m. Administration

1. [Government Center Reopening](#)

9:50 a.m. Chair's Report

Commissioner Committee Reports

Commissioners Meetings & Conferences

Approve Per Diems and Expenses

Adjourn Board of Commissioners Meeting

9:55 a.m. Call Drainage Authority Meeting to Order: Chair Morrow

Drainage Authority Agenda Items

1. Consent Agenda
 - a. [Approval of January 26, 2021 Drainage Authority Minutes](#)
 - b. [Consider Ditch Repair Report 21-001](#)
2. [Reimbursement Resolution for CD86A Improvement Project](#)

Adjourn Drainage Authority Meeting

Vision Statement

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

**Leadership. Efficiency. Accountability.
Innovation. Integrity.**

Mission Statement

Providing efficient services with innovation and accountability

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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. Meetings with a quorum of Nicollet County Board of Commissioners expected to attend is noted with an asterisk (*).

NOTICE REGARDING NICOLLET COUNTY MEETINGS DURING THE COVID-19 PANDEMIC
Due to the COVID-19 (coronavirus) pandemic and resulting state and federal emergency declarations, these and future Nicollet County meetings will be conducted under Minnesota Statute 13D.021 – Meetings by Telephone or Other Electronic Means.

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Ryan Krosch, Nicollet County Administrator, at 507-934-7204 or rkrosch@co.nicollet.mn.us.

February 9 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*
February 9 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*
February 10 – Region 9 Board of Directors Meeting, 4:30 p.m.
February 15 – HOLIDAY, Offices Closed
February 16 – Individual Department Head Meeting with Finance, 8:15 a.m., Virtual Meeting*
February 16 – County Board Workshop, 9:30 a.m., Virtual Meeting*
February 17 – St. Peter Liaison Meeting, 10:30 a.m., Virtual Meeting
February 18 – AMC Legislative Conference, Virtual Meeting*
February 22 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*
February 23 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*
February 23 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*
February 25 – BNCHB Executive Committee Meeting, 8:15 a.m., Virtual Meeting
March 3 – SWCD Board Meeting, 8:30 a.m.
March 4 – Highway 169 Coalition Meeting
March 9 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*
March 9 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*
March 10 – Region 9 Board of Directors Meeting, 4:30 p.m.
March 15 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*
March 16 – Individual Department Head Meeting with Property & Public Services, 8:15 a.m., Virtual Meeting*
March 16 – County Board Workshop, 9:30 a.m., Virtual Meeting*
March 23 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*
March 23 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*
March 25 – BNCHB Executive Committee Meeting, 8:15 a.m., Virtual Meeting

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OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS FOR
NICOLLET COUNTY, MINNESOTA
JANUARY 26, 2021

The Nicollet County Board of Commissioners met in regular session on Tuesday, January 26, 2021, at 9:30 a.m. Commissioners Denny Kemp, Jack Kolars, Marie Dranttel, Terry Morrow and John Luepke were present. Also present were County Administrator Ryan Krosch, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

The meeting was held via teleconference pursuant to Minnesota Statute 13D.021 due to the coronavirus pandemic. Zoom meeting technology was used to conduct the meeting. Chair Morrow, Administrator Krosch and Recording Secretary Frahm were in attendance at the County Board Room. All others participated via Zoom. The meeting was also video recorded.

Approval of Agenda

Motion by Commissioner Luepke and seconded by Commissioner Kolars to approve the agenda. Motion carried with all voting in favor on a roll call vote.

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the consent agenda items as follows: January 5, 2021 Board Meeting minutes, approval of the Natural Resources Block Grant Financial Reports, approval of a 2021 Solid Waste Collection and Transportation License for Hansen Sanitation, Inc., approval of the Joint Powers Agreement with the State of Minnesota DHS State Operated Forensic Services, approval of the Annual South Central Community Based Initiative Purchase of Service Agreement, approval of the Chemical Dependency Treatment Provider: Updated Letter of County Need for Mankato Chemical Health, approval of the end of probation for Baylee Nelson, effective January 15, 2021, and approval of the Commissioner Warrants as presented for the following amounts: General Revenue Fund - \$518,309.23 and \$263,756.95, Road & Bridge Fund - \$18,895.56 and 41,231.57, Human Services Fund - \$251,749.43 and \$157,269.68, and acknowledge review of the Auditor's Warrants. Motion carried with all voting in favor on a roll call vote.

Public Appearances

There were no public appearances.

Approval of Agenda Continued

Administrator Krosch stated that he forgot one agenda addition for Public Works: City of North Mankato LRIP Grant Proposal for CSAH 6. Motion by Commissioner Luepke and seconded by Commissioner Kolars to amend the agenda with the stated addition. Motion carried with all voting in favor on a roll call vote.

Health and Human Services

2021 Beyond Brink/WEcovery Purchase of Service Agreement

Health and Human Services (HHS) Director, Cassie Sassenberg, appeared before the Board to request approval of the 2021 Beyond Brink/WEcovery Purchase of Service Agreement.

Nicollet County was allocated funds through the Opioid Epidemic Response account in the amount of approximately \$7,000 for use in 2020 and 2021. The goal of this funding is to allow counties to provide new or expanded service delivery for families struggling with addiction and served by child protection. As discussed in last week's Board Workshop, Nicollet County Health and Human Services is requesting to begin contracting for Peer Recovery Support Services through Beyond Brink/WEcovery. Many of these services are billable to medical insurance when recommended by a chemical health assessment. Our grant dollars would be used to purchase services for clients only when they cannot be billed.

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to approve the 2021 Beyond Brink/WEcovery Purchase of Service Agreement. Motion carried with all voting in favor on a roll call vote.

COVID-19 Update

Case Investigation and Contact Tracing:

Director Sassenberg gave a brief update on the response of HHS to the COVID-19 pandemic. As of Monday, January 26th, the County is at 2,312 total cases, with 59 active cases. Although the County is trending downward, we are beginning to see positive cases and exposures related to schools reopening and sports resuming. Also, people now have the option to take an online survey for contact tracing instead of answering a phone call with local public health. While the response rate is slightly higher for the online survey, people are not required to answer all questions. Because HHS is worried about getting less data, they are continuing to use phone calls as the preferred way to gather the data.

Vaccinations:

HHS is continuing vaccinations at the local level for Phase 1A, which includes local health care workers and first responders. There are about 850 people left in this phase to vaccinate. The County is expecting another shipment of about 300 more vaccine doses, and these will be used in the next three days to continue vaccinating people in Phase 1A.

In general, the model for vaccine distribution is shifting. HHS is slowly beginning to receive more vaccines and starting to partner with health care providers.

The vaccine clinics held this past weekend were successful learning opportunities for the HHS staff. About 15 staff participated in the vaccination clinics and they were able to vaccinate more than 1,200 people. Attendees of the clinic gave wonderful feedback, commenting that the clinics were very organized and efficient and the nurses were patient and compassionate. HHS staff learned there were some glitches and learning curves for residents in making appointments and receiving confirmations, and they will follow up on this to make the process easier in the future. HHS staff also learned that there were six doses per vial instead of their original estimate of five doses, so they will be able to vaccinate more people than originally anticipated.

In general, the goal for the pilot clinics was for the State to learn from local public health and to test out new strategies for large-scale events. Based on what they have learned, the State is planning to use contracted staff members. This leaves HHS staff open to focusing on clinics at the local level. The County appreciated the opportunity to help build these events and to partner with local area providers such as District 77, the North Mankato Police Department and Mayo Health Systems.

Public Works

Consider 2020 LRIP Application Resolution of Support for SAP 052-615-025

Public Works Director, Seth Greenwood, requested approval on a resolution for a 2020 Local Road Improvement Program (LRIP) Application in support of SAP 052-615-025 County State Aid Highway 15 (CSAH 15).

The 2020 MN Legislature provided \$75,000,000 for the LRIP. MnDOT State Aid administers the LRIP and they recently have opened up a solicitation for project applications. Eligible county projects can receive up to a maximum amount of \$1,250,000. Applications are due by March 3, 2021 and awards will be announced in May 2021. The CSAH 15 reconstruction project from Trunk Highway (TH) 111 to County Road (CR) 51 does meet the eligibility requirements of the LRIP program.

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the resolution for a 2020 LRIP application in support of SAP 052-615-025. Motion carried with all voting in favor on a roll call vote.

RESOLUTION TO SUPPORT FUNDING APPLICATION SUBMITTAL FOR 2020 LOCAL ROAD IMPROVEMENT PROGRAM SOLICITATION FOR CSAH 15 RECONSTRUCTION PROJECT

WHEREAS, in 2002 the Minnesota Legislature established the Local Road Improvement Program (LRIP) to assist local agencies in constructing or reconstructing their local roads; and

WHEREAS, the Minnesota Department of Transportation (MnDOT) Office of State Aid is soliciting grant applications to have projects considered for funding from the Local Road Improvement Program; and

WHEREAS, Nicollet County may request up to a maximum amount of \$1,250,000; and

WHEREAS, the CSAH 15 reconstruction project (SAP 052-615-025) is included in the adopted Nicollet County 5 Year Capital Improvement Plan (2020-2024) with construction anticipated to start in 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Nicollet County Board of Commissioners hereby approves the CSAH 15 reconstruction project (SAP 052-615-025) for submittal to MnDOT State Aid for LRIP funding; and

BE IT FURTHER RESOLVED, that if the CSAH 15 reconstruction project (SAP 052-615-025) is awarded LRIP funds, the Nicollet County Board of Commissioners will consider approving execution of the related grant agreement at a future County Board meeting.

Consider Appraisal Engagement Agreement for SAP 052-615-025

Director Greenwood appeared before the Board to request approval of the Appraisal Engagement Agreement for SAP 052-615-025 (CSAH 15).

To be able to construct the CSAH 15 reconstruction project, additional permanent road right of way (ROW) and temporary easements will need to be acquired. These

acquisitions are identified on the preliminary Nicollet County ROW Plat No. 30 and involve 105 parcels. Included with the County Board packet is an Appraisal Engagement Agreement from Brovold & Company, LLC to perform valuation services for these 105 parcels. Estimated cost is \$46,250 and is comprised of a mix of Minimum Damage Valuations (MDV) and full Real Estate Appraisals. Final cost of this proposal may change depending on the final number of actual MDV's and full Real Estate Appraisals completed.

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the Appraisal Engagement Agreement for SAP 052-615-025. Motion carried with all voting in favor.

Agenda Addition – City of North Mankato LRIP Grant Proposal for CSAH 6

North Mankato has requested interest in making a segment of Timm Road (CSAH 6) between Rockford Road (CSAH 41) and Lookout Drive (CSAH 13) into an urban roadway instead of rural. They want to apply for the LRIP grant that is due in March, which could potentially fund \$1 million of the project's \$2.1 million total cost. The City has asked if the County would approve a project like this and help with cost participation.

Director Greenwood and Administrator Krosch are both recommending to not have the project occur at this time. One main concern is that the County is applying for LRIP funds for the CSAH 15 project, and we do not want to have the CSAH 6 project competing for the same funding. Another concern is that there are not many buildings around CSAH 6, so it is more exposed to wind and blowing snow. By lowering the road and converting it to urban without a wind block, the urbanized sections could become an issue for snow removal. Director Greenwood stated that the road has already been improved to a 10-ton road by the County and currently has wide shoulders and is more than adequate to handle traffic. The consensus of the Board was to not have changes made to this segment of CSAH 6 at this time.

Administration

2021-2025 Strategic Plan

Administrator Ryan Krosch appeared before the Board to request approval of the 2021-2025 Nicollet County Strategic Plan.

This documented is created every year to:

1. Provide a road map for services that is consistent with the identified County strategies, mission, vision, and core values.
2. Help complete the goals portion of staff performance evaluations.
3. Be a decision-making tool for the County Board.
4. Be a communication tool for the public and staff.

Identified goals in the plan are projects or programs that are outside the typical day-to-day work of each department. Although this is a 5-year plan, you will notice most of the goals are focused on the next year or two, which makes this more of a short-term work plan.

Motion by Commissioner Kemp and seconded by Commissioner Kolars to approve the 2021-2025 Nicollet County Strategic Plan. Motion carried with all voting in favor on a roll call vote.

Commissioner Committee Reports

The Commissioners reported on various meetings and activities including:

Commissioner Marie Dranttel

- Board Meeting
- 1 Watershed 1 Plan Meeting
- Special Ditch Meeting
- True Transit Advisory Meeting (VINE)
- Elected Women's Group
- Region 9 Revolving Loan Fund
- Our St. Peter Webinar
- Brown Nicollet Community Health
- Joint Ditch Meeting with Sibley County
- Planning & Zoning Commission

Commissioner Terry Morrow

- Board Meeting
- Special Ditch Meeting
- Brown Nicollet Community Health
- AMC Health Committee

Commissioner Denny Kemp

- Board Meeting
- Mental Health Local Advisory Committee
- MRCI Executive Board
- Special Ditch Meeting
- Statewide Emergency Communications Board Steering Committee
- EMS Finance Committee
- Workforce Council

Commissioner Jack Kolars

- Board Meeting
- Special Drainage Meeting
- TDS Library Personnel Meeting
- Mankato Area Planning Organization
- Board Workshop
- Greater Mankato Growth
- Brown Nicollet Community Health
- Diversity Council
- MN Valley Action Council

Commissioner John Luepke

- Board Meeting
- 1 Watershed 1 Plan Meeting
- Nicollet Co. Soil & Water
- Special Ditch Meeting
- Brown Nicollet Community Health
- Joint Ditch Meeting with Sibley County

Approve Per Diems and Expenses

Motion by Commissioner Kemp 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 with all voting in favor on a roll call vote.

Adjourn

The meeting adjourned at 10:22 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

RYAN KROSCH
CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:

2020 County Feedlot Officer Annual and Financial Reports

Primary Originating Division/Dept.: PPSD - Property Services

Meeting Date: 02/09/2021

Contact: Mandy Landkamer

Title: PPSD Director

Item Type: Consent Agenda
(Select One)

Amount of Time Requested

minutes

Presenter:

Title: PPSD Director

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

The report is a reflection of 2020 feedlot related duties, such as the number of inspections and feedlot visits conducted in specific areas. The County receives credit for these activities, which in turn, the County receives performance credits in the subsequent year. The report has been reviewed by the County Feedlot Officer and Minnesota Pollution Control Agency Regional Staff during the annual program review on January 29, 2021.

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 2020 Annual County Feedlot Officer Annual and Financial Reports

FISCAL IMPACT: Included in current budget
(Select One)

FUNDING

County Dollars =

0

If "Other", specify

Other

(Select One)

FTE IMPACT: No FTE change
(Select One)

Total

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

2020 County Feedlot Officer (CFO) Annual Report

(Data for the Period: January 1, 2020 - December 31, 2020)

Revised November 2020

County: Nicollet
Phone: 507-934-7073

Contact Person: Deanna Biehn
E-Mail Address: deanna.biehn@co.nicollet.mn.us

Signature: _____ (Signature of County Board Commissioner) _____ (Date)

All data must be entered in accordance with the Annual CFO Report Guidance Document.

Except where identified, this report only addresses non-CAFO/NPDES/SDS sites required by 7020 to be registered.

STAFFING LEVEL						
1	FTEs - (Full Time Equivalents) supplied by the CFO(s):	1				
2	FTEs supplied by other county staff, including administrative and support staff assigned to the feedlot program:	0.5				
3	FTEs supplied through contract with other local government units:	0				
4	Total Number of FTE positions that supported county program:	1.5				
REGISTRATION (Report your current numbers - base grant numbers are displayed for reference)		Base	Current			
5	Feedlots in shoreland with 10 - 49 AU:	13	11			
6	Feedlots with 50 - 299 AU:	177	164			
7	Non-CAFO/NPDES/SDS ≥ 300 AU:	56	55			
8	CAFOs without NPDES or SDS permits 300-999 AU ("Gap Sites")	9	9			
9	Feedlots with NPDES or SDS permits:	45	45			
10	Total - Feedlots required to be registered:	300	284			
11	Total - Feedlots Eligible for Funding (FROM AGENCY BASE GRANT AWARD NUMBER)	302				
Feedlot Sites Inspected		Minimum number of FEEDLOT SITES required to register that must be inspected (7%): 21.5				
12	Number of FEEDLOT SITES that received a compliance, construction, desktop N&P, or in-field land app inspection (count in-field land app inspections as 1/2 of an inspection)	35				
INSPECTION REPORTING						
Types of Inspections (at sites required to be registered) Only count first instance of each type of Inspection per feedlot		10 - 49 AU (in shoreland)	50 - 299 AU (except where noted)	300 or more AU (Non-CAFO/NPDES/SDS)		
13	Compliance inspections	2	17	6		
	13.1) How many included the optional P review			2		
14	Construction inspections		1			
	14.1) How many received a 2nd construction inspection		1			
15	Desktop N&P records inspection (P review as part of a compliance inspection should be reported in 13.1)		0	100+ AU & in DWSMA	8	
16	In-field land application inspection		1	1		
17	Complaint initiated inspections (any non-CAFO/NPDES/SDS)	0	0	1		
18	Routine or follow-up stockpile only inspection					
Other Inspection Related Info						
19	CAFO/NPDES/SDS sites inspected at the MPCA's request	0				
20	Number of feedlots inspected within shoreland, a DWSMA, or a TMDL area.	28				
21	Number of sites inspected found to be non-compliant with water quality discharge standards.	2				
22	Number of sites inspected with 100+ AU found to be non-compliant with N and/or P requirements.	10				
INSPECTION Performance Credits (Summarized from entries above)		Total	Not PC eligible	PC eligible	PC	PC Total
NOTE: Inspections assumed to satisfy the 7% minimum are not PC eligible						
23	Compliance inspections min. # of compliance inspections: 11	25	21.5	3.5	1.5	5.25
24	Construction inspections	1	0	1	1	1
25	Desktop N&P records inspections	8	0	8	1.5	12
26	In-field land application inspections	2	0	2	0.5	1
27	Compliance inspections that include optional P review			2	0.5	1
28	Number of facilities that received 2 or more construction inspections.			1	0.5	0.5
29	CAFO/NPDES/SDS sites inspected at the MPCA's request			0	0.5	0
30	Complaint initiated inspections (any non-CAFO/NPDES/SDS) (only count 1 per feedlot):			1	0.5	0.5
31	Routine or follow-up stockpile only inspection. (only count 1 per feedlot)			0	0.25	0

Additional Performance Credit Calculations and Supplemental Information

Describe below the progress made in meeting your program year work plan inspection goals. You must provide quantitative results for each compliance inspection and land application goal listed in your work plan.

Inspection Strategy: Inspections within the Middle MN Watershed; Inspection Goal 2021: 10; Actually Inspected 26. Inspection Strategy: Inspections within the Lower MN Watershed; Inspection Goal 2021: 4; Actually Inspected 7. Inspection Strategy: Inspections anywhere in the county on a rotational basis: 8; Actually Inspected - all planned inspections were done on a rotational basis.

PERMITTING		Number	PC	PC Total
32	30-day construction or expansion notifications received:	1	---	---
33	Interim Permits Issued or Modified:	0	2	0
34	Construction Short-Form Permits Issued or Modified at Sites $\geq$ 300 AU:	0	1	0
35	Public meetings held for construction or expansion to $\geq$ 500 AU:	0	---	---
ENVIRONMENTAL REVIEW (EAW)		Number	PC	PC Total
36	EAW petitions received:	0	---	---
37	EAWs prepared by county:	0	4	0
EMERGENCY RESPONSE		Number	PC	PC Total
38	Events where emergency response was conducted: (on-site visit)	7	2	14
ENFORCEMENT ACTIONS		Number	PC	PC Total
39	Letters of Warning (LOW) issued:	0	---	---
40	Notices of Violation (NOV) issued:	0	---	---
41	Court actions commenced:	0	---	---
FEEDLOT SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
42	Feedlots where a partial environmental upgrade was achieved:	0	---	---
43	Feedlots where a complete environmental upgrade was achieved:	1	6	6
LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
44	Feedlots 100+ AU where N records requirements were returned to compliance:	1	---	---
45	Feedlots 300+ AU (or 100+ DWSMA) where N&P requirements were returned to compliance:	1	---	---
46	Feedlots 100+ AU where in-field inspection non-compliance was resolved:	0	---	---

OWNER ASSISTANCE AND OUTREACH		Number	PC	PC Total
47	Sites visited to provide assistance	0	---	---
48	Workshops/trainings hosted/sponsored by the CFO:	0	2	0
	48.1) Total number of feedlot owners attending these events	0	---	---
49	CFO presentations at informational or producer group events: (per event)	0	1	0
50	Number of mailings to feedlot owners:	2	---	---
51	Feedlot articles placed in newspapers:	0	---	---
Describe your workshops, trainings, newsletters, mailings, articles, or other assistance and outreach activities.				
Date	Description			
1-May	Postcard was sent to producers "Disposal of Excess Milk".			
7/1/2020	Postcard was sent to producers "Exceeding Animal Units During Covid-19".			
1-May	Phone call to producers to see if they were having packer plant or milk delivery issues.			
1-Jul	Phone call to producers surveying them to see if they had carcass disposal expenses.			
CFO TRAINING AND MENTORING		Number	PC	PC Total
52	CFO - training CEUs: (Enter total training hours earned - list events below)	29.75	---	---
53	Hours mentoring New CFOs (describe on a separate sheet):	0	0.25	0
List the training events attended.				
Date	Description		Hours	
1/15/2020	WebEx - MPCA (Deanna)		0.5	
2/4/2020	Nutrient Management - Mankato Civic Center (Deanna)		5.5	
12-Feb	WebEx - MPCA (Deanna)		1.25	
22-Apr	WebEx - MPCA (Deanna)		1.5	
22-Apr	WebEx - MPCA (Mandy)		1.5	
5/20/2020	WebEx - MPCA (Deanna)		2.5	
5/20/2020	WebEx - MPCA (Mandy)		2.5	
6/17/2020	WebEx - MPCA (Deanna)		1.5	
7/15/2020	WebEx - MPCA (Deanna)		1.5	
7/15/2020	WebEx - MPCA (Mandy)		1.5	
8/19/2020	WebEx - MPCA (Deanna)		1.5	
9/23/2020	MPCA/CFO Regional Meeting (Deanna)		2	
9/14 ,18/2020	WebEx U of MN (Deanna)		2.5	
10/21/2020	WebEx - MPCA (Deanna)		1	
11/18/2020	WebEx - MPCA (Deanna)		1.5	
12/16/2020	WebEx - MPCA (Deanna)		1.5	
OTHER PROGRAM ACTIVITIES		Number	PC	PC Total
54	Feedlots where a MinnFARM was conducted (list sites below):	1	1	1
55	Notifications received claiming air quality exemptions:	13	---	---
56	Meetings with other local government and producer groups:	1	---	---
57	Feedlot ordinance revisions likely, in progress, or completed? ☐ Yes ☒ No If Yes describe below			
MinnFARM completed by CFO		Describe other county program activities not identified elsewhere.		
registration no.	Site Name			
103-97379	Lynn Voges Farm - Sec 24			
TEMPO DATA ENTRY - completed by MPCA staff via TEMPO review		Max Eligible PC	PC Earned	
58	Both registration files have ALL documentation uploaded to TEMPO	2	2	
59	All four inspection files have ALL documentation uploaded to TEMPO	2	2	
60	Both permit files have ALL documentation uploaded to TEMPO	4		
TOTAL PERFORMANCE CREDITS				46.25

CY2020 MPCA County Feedlot Financial Report			
The county may show all county expenditures beyond the required match.			
		Revised 10/12/20	
County	Nicollet		
County Feedlot Officer	Deanna Biehn	507-934-7073	
	NAME	PHONE	
	Budgeted	Spent	Balance Remaining
2019 Carryover	0	0	0
Grant Award Amount	\$ 33,428.00	\$ 33,428.00	0
Required Match Amount	\$ 23,229.00	\$ 74,440.74	-51211.74
2019 Performance Credits (Rec'd in 2020)	\$ 4,434.94	\$ 4,434.94	0
TOTAL	\$ 61,091.94	\$ 112,303.68	-51211.74
Activity	Spent		
Complaint Response	\$ 589.38		
Inspections & Compliance	\$ 50,351.81		
Owner Assistance	\$ 2,384.31		
Permitting	\$ -		
Registration/Inventories	\$ 8,224.53		
Training/Conferences	\$ 3,268.38		
Administration	\$ 16,181.16		
Other (explain)	\$ 31,304.11		
Choose either "overhead lump sum" or "overhead broken down" below. If Overhead is figured into CFO's salary which is in turn figured into program activity costs above, state that here -> and do not enter Overhead costs.	Example: Overhead is figured into salary. Program activities include overhead.		
Overhead Lump Sum (If you do not break down overhead expenses but track them in a lump sum or in addition to salary, enter that amount.)	Spent		
Overhead Broken Down (If you break down overhead expenses please enter amount spent for each.)	Spent		
Office (lease, utilities, furniture, insurance, etc.)			
Vehicle (lease, fuel, mtnc., etc.)			
Supplies (computer, internet, phone, copier, fax, paper, postage, etc.)			
Other (explain)	CFO sick, vacation & holiday pay.		
Research fees			
TOTAL	\$112,303.68		
Employee Name	FTE	Grant Salary Expense (includes insurance/benefits)	
D Biehn Gross Salary + Benefits	1	\$ 112,303.68	
M Landkamer	0.5	\$ -	
TOTAL	1.5	\$ 112,303.68	

FTE = Full Time Equivalent; the percentage of employee's time dedicated to the feedlot program in 2019.

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: End of Probations		
Primary Originating Division/Dept.: Human Resources		Meeting Date: 02/09/2021
Contact: Jamie Haefner	Title: Human Res. Dir.	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter: Jamie Haefner	Title: Human Res. Dir.	Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets		
BACKGROUND/JUSTIFICATION: Attorney's Office County Attorney Michelle Zehnder Fischer has requested the end of probation for Shannon Ness, Assistant County Attorney, effective January 16, 2021. Sheriff's Office Sheriff Dave Lange has requested the end of probation for Samantha Bennett, 911 Dispatcher, effective February 18, 2021.		
Supporting Documents: ☐ Attached ☒ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Grant end of probationary status		
FISCAL IMPACT: Other (Select One) If "Other", specify		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
January 25, 2021 Planning & Zoning Advisory Commission Meeting		
Primary Originating Division/Dept.: PPSP - Property Services	Meeting Date: 02/09/2021	
Contact: Jon Hammel Title: DZA/Planner	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Jon Hammel Title: DZA/Planner	Attachments: ☐ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION:		
1) New Ulm Quartzite Quarries, Inc. - Three-year review of mineral extraction permit to mine, crush, process, and stockpile quartzite, including an asphalt hot mix plant and concrete batch plant. There was no public testimony. Brenda Guldán inquired about the proposal prior to the meeting. She did not object to the request.		
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) April 25, 2017		
Approved by County Attorney's Office: ☐ Yes ☐ No ☐ N/A		
ACTION REQUESTED:		
Approval of conditional use permit and attached findings of fact.		
FISCAL IMPACT: No fiscal impact (Select One)	FUNDING	0
If "Other", specify	County Dollars =	
	Other	
	(Select One)	
FTE IMPACT: No FTE change (Select One)	Total	
If "Increase or "Decrease" specify:		
Related Financial/FTE Comments:		



Planning & Zoning Advisory Commission

MINUTES

JANUARY 25, 2021

7:44 PM

NICOLLET COUNTY
BOARD ROOM

BOARD MEMBERS	David Hermanson ☒ Chair	David Wendinger ☒ Vice Chair	Marie Dranttel ☒ Commissioner	Terry Morrow ☐ Commissioner, Alternate
	Justin Laven ☐	Ron Regenscheid ☒	David Ubel ☒	Vacant ☐
ABSENT EXCUSED	David Hermanson ☐ Chair	David Wendinger ☐ Vice Chair	Marie Dranttel ☐ Commissioner	Terry Morrow ☐ Commissioner, Alternate
	Justin Laven ☒	Ron Regenscheid ☐	David Ubel ☐	Vacant ☐
ABSENT	David Hermanson ☐ Chair	David Wendinger ☐ Vice Chair	Marie Dranttel ☐ Commissioner	Terry Morrow ☐ Commissioner, Alternate
	Justin Laven ☐	Ron Regenscheid ☐	David Ubel ☐	Vacant ☐
STAFF PRESENT	Property and Public Services Director Mandy Landkamer ☒			
	Deputy Zoning Administrator/Planner Jon Hammel ☒			
	Assistant County Attorney Megan E. Gaudette Coryell ☒			

ELECTION OF OFFICERS

CHAIR	Wendinger nominated Hermanson for Chair, seconded by Regenscheid. The Commission voted unanimously to elect David Hermanson as Chair for 2021.
VICE CHAIR	Regenscheid nominated Wendinger for Vice-Chair, seconded by Hermanson. The Commission voted unanimously to elect David Wendinger as Vice-Chair for 2021.

REVIEW OF CANCELLATIONS & ADDITIONS

None.

MOTION TO APPROVE MINUTES OF NOVEMBER 16, 2020

APPROVE ☒

APPROVE WITH REVISIONS ☐

1ST	Marie Dranttel ☐	David Hermanson ☐	Justin Laven ☐	Ron Regenscheid ☐
	Terry Morrow, Alt. ☐			
	David Ubel ☐	David Wendinger ☒	Vacant ☐	
2ND	Marie Dranttel ☐	David Hermanson ☐	Justin Laven ☐	Ron Regenscheid ☐
	Terry Morrow, Alt. ☐			
	David Ubel ☒	David Wendinger ☐	Vacant ☐	

VOTE TO APPROVE MINUTES

PASS ☒

FAIL ☐

VOTE 5-0

PUBLIC APPEARANCES

None.

Public Hearings

NEW ULM QUARTZITE
QUARRIES, INC.

PLN21-02

THREE-YEAR REVIEW OF A MINERAL EXTRACTION PERMIT TO MINE,
CRUSH, PROCESS, AND STOCKPILE QUARTZITE, INCLUDING AN
ASPHALT HOT MIX PLANT AND CONCRETE BATCH PLANT

APPLICANT COMMENT	Andrew Gieseke was present on behalf of the applicant. He had no comment.			
PUBLIC COMMENT	Brenda Guldán inquired about the request prior to the meeting. She did not object to the request.			
PUBLIC TESTIMONY	None.			
COMMISSIONER DISCUSSION	None.			
MOTION	APPROVE WITH ATTACHED CONDITIONS ☒		DENY ☐	
1ST	Marie Dranttel ☐	David Hermanson ☐	Justin Laven ☐	Ron Regenscheid ☐
	Terry Morrow, Alt. ☐			
	David Ubel ☐	David Wendinger ☒	Vacant ☐	
2ND	Marie Dranttel ☐	David Hermanson ☐	Justin Laven ☐	Ron Regenscheid ☐
	Terry Morrow, Alt. ☐			
	David Ubel ☒	David Wendinger ☐	Vacant ☐	
VOTE	PASS ☒		FAIL ☐	VOTE 5-0
MOTION TO ADOPT FINDINGS				
1ST	Marie Dranttel ☒	David Hermanson ☐	Justin Laven ☐	Ron Regenscheid ☐
	Terry Morrow, Alt. ☐			
	David Ubel ☐	David Wendinger ☐	Vacant ☐	
2ND	Marie Dranttel ☐	David Hermanson ☐	Justin Laven ☐	Ron Regenscheid ☒
	Terry Morrow, Alt. ☐			
	David Ubel ☐	David Wendinger ☐	Vacant ☐	
VOTE TO ADOPT FINDINGS	PASS ☒		FAIL ☐	VOTE 5-0
OLD BUSINESS				
Landkamer distributed copies of the approved 2020 Comprehensive Plan to the Commission.				
OTHER BUSINESS				
None.				
REVIEW OF PERMITS				
The permits for November and December were reviewed.				
COMMUNICATIONS				
None.				
MOTION TO ADJOURN				
8:01 PM				
1ST	Marie Dranttel ☐	David Hermanson ☐	Justin Laven ☐	Ron Regenscheid ☐
	Terry Morrow, Alt. ☐			
	David Ubel ☐	David Wendinger ☒	Vacant ☐	
2ND	Marie Dranttel ☐	David Hermanson ☐	Justin Laven ☐	Ron Regenscheid ☐
	Terry Morrow, Alt. ☐			
	David Ubel ☒	David Wendinger ☐	Vacant ☐	
VOTE TO ADJOURN	PASS ☒		FAIL ☐	VOTE 5-0

DAVID HERMANSON CHAIR		DATE	
--------------------------	--	------	--

JON HAMMEL PLANNER/DEPUTY ZONING ADMINISTRATOR		DATE	
---	--	------	--

DRAFT

Nicollet County Planning and Zoning Advisory Commission



January 25, 2021

**The meeting will begin following the adjournment of the
Nicollet County Board of Adjustment and Appeals Meeting**

Doors Open at 6:45 PM

County Board Room, Nicollet County Government Center, 501 South Minnesota Avenue, Saint Peter MN 56082

Due to the COVID-19 (coronavirus) pandemic and resulting state and federal emergency declarations and guidance about limiting unnecessary person-to-person contact, the Planning and Zoning Advisory Commission meetings will be conducted under Minnesota Statute 13D.021 – Meetings by Telephone or Other Electronic Means. Some members may participate by telephone or other electronic means.

Due to the current health pandemic, only a limited number of persons will be allowed in the meeting room at one time. Persons in attendance must maintain proper social distancing at all times while in the building.

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

Questions or comments regarding the meeting can be directed to Mandy Landkamer, Property Services Director, at 507-934-7074, or mandy.landkamer@co.nicollet.mn.us.

1. Call to Order
2. Roll Call
3. Election of Officers
4. Review of Cancellations and Additions
5. Approval of Minutes: *November 16, 2020*
6. **PUBLIC HEARING PLN21-02**
Applicant/ Property Owner: New Ulm Quartzite Quarries, Inc.
Request: Three year review of a mineral extraction permit to mine, crush, process, and stockpile quartzite, including an asphalt hot mix plant
Location: Part of the Southeast 1/4 of the Southeast 1/4 of Section 34-110-30; Part of the Southern 1/2 of Section 35-110-30; and Part of the Northern 1/2 of Section 02-109-30, all in Courtland Township
Parcel Number: 04.035.1705
7. Old Business
8. Other Business: *Review Permits*
9. Communications
10. Adjourn

Mission Statement

*Providing efficient services
with innovation and
accountability.*

**Leadership. Efficiency. Accountability.
Innovation. Integrity.**

www.co.nicollet.mn.us

Vision Statement

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



Planning & Zoning Advisory Commission

MINUTES

NOVEMBER 16, 2020

7:00 PM

NICOLLET COUNTY
BOARD ROOM

BOARD MEMBERS	Jason Enter ☒ <i>Chair</i>	David Hermanson ☒ <i>Vice Chair</i>	Marie Dranttel ☒ <i>Commissioner</i>	Terry Morrow ☐ <i>Commissioner, Alternate</i>
	David Wendinger ☐	Justin Laven ☒	Ron Regenscheid ☒	Vacant ☐
ABSENT EXCUSED	Jason Enter ☐ <i>Chair</i>	David Hermanson ☐ <i>Vice Chair</i>	Marie Dranttel ☐ <i>Commissioner</i>	Terry Morrow ☐ <i>Commissioner, Alternate</i>
	David Wendinger ☒	Justin Laven ☐	Ron Regenscheid ☐	Vacant ☐
ABSENT	Jason Enter ☐ <i>Chair</i>	David Hermanson ☐ <i>Vice Chair</i>	Marie Dranttel ☐ <i>Commissioner</i>	Terry Morrow ☐ <i>Commissioner, Alternate</i>
	David Wendinger ☐	Justin Laven ☐	Ron Regenscheid ☐	Vacant ☐
STAFF PRESENT	Property and Public Services Director Mandy Landkamer ☒			
	Deputy Zoning Administrator/Planner Jon Hammel ☒			
	Assistant County Attorney Megan E. Gaudette Coryell ☒			

REVIEW OF CANCELLATIONS & ADDITIONS None.

MOTION TO APPROVE MINUTES OF OCTOBER 19, 2020

APPROVE ☒

APPROVE WITH REVISIONS ☐

1 ST	Marie Dranttel ☐	Jason Enter ☐	David Hermanson ☐	Justin Laven ☒
	Terry Morrow, Alt. ☐			
	Ron Regenscheid ☐	David Wendinger ☐	Vacant ☐	
2 ND	Marie Dranttel ☐	Jason Enter ☐	David Hermanson ☒	Justin Laven ☐
	Terry Morrow, Alt. ☐			
	Ron Regenscheid ☐	David Wendinger ☐	Vacant ☐	

VOTE TO APPROVE MINUTES

PASS ☒

FAIL ☐

VOTE 5-0

PUBLIC APPEARANCES None.

Public Hearings

COMPREHENSIVE PLAN UPDATE

PRESENTATION

Craig Vaughn with SRF Consulting Group, Inc. provided an overview of the update to the comprehensive planning process. He then provided a summary of each of the eight plan sections. Lastly, he discussed the next steps in the process. Mr. Vaughn presented via Zoom.

PUBLIC TESTIMONY

Josie Daly, 38467 Riverview Drive, St. Peter MN 56082, asked how many feedlots were in the county. Landkamer responded that there were approximately 300 feedlots within the county. Daly inquired if there was a map showing the locations of feedlots. Landkamer stated a map could be prepared upon request.

COMMISSIONER DISCUSSION

Dranttel noted a discrepancy between the total number of acres stated on pages 36 and 38 of the proposed plan. Vaughn stated he would take a closer look at the numbers and make the needed corrections. Dranttel also noted there was a labeling typo on pages 82-84 of the plan. Vaughn stated that there appeared to be a section break issue and would make the needed corrections. Regenscheid asked about the 246 survey respondents. Landkamer noted there were multiple ways for people to answer the survey. She stated the team was pleased with the overall number of respondents and that it exceeded similar efforts in neighboring counties.

MOTIONAPPROVE WITH CORRECTIONS ☒DENY ☐

1 ST	Marie Dranttel ☐	Jason Enter ☐	David Hermanson ☐	Justin Laven ☒
	Terry Morrow, Alt. ☐			
	Ron Regenscheid ☐	David Wendinger ☐	Vacant ☐	
2 ND	Marie Dranttel ☐	Jason Enter ☒	David Hermanson ☐	Justin Laven ☐
	Terry Morrow, Alt. ☐			
	Ron Regenscheid ☐	David Wendinger ☐	Vacant ☐	

VOTEPASS ☒FAIL ☐

VOTE 5-0

SHERI HULKE

PLN20-33

THREE-YEAR REVIEW OF A MINERAL EXTRACTION PERMIT TO MINE, CRUSH, AND STOCKPILE GRAVEL**APPLICANT COMMENT**

Sheri Hulke was present and had no comment.

PUBLIC COMMENT

None.

PUBLIC TESTIMONY

None.

COMMISSIONER DISCUSSION

None.

MOTIONAPPROVE WITH ATTACHED CONDITIONS ☒DENY ☐

1 ST	Marie Dranttel ☐	Jason Enter ☐	David Hermanson ☒	Justin Laven ☐
	Terry Morrow, Alt. ☐			
	Ron Regenscheid ☐	David Wendinger ☐	Vacant ☐	
2 ND	Marie Dranttel ☐	Jason Enter ☐	David Hermanson ☐	Justin Laven ☐
	Terry Morrow, Alt. ☐			
	Ron Regenscheid ☒	David Wendinger ☐	Vacant ☐	

VOTEPASS ☒FAIL ☐

VOTE 5-0

MOTION TO ADOPT FINDINGS

1 ST	Marie Dranttel ☒	Jason Enter ☐	David Hermanson ☐	Justin Laven ☐
	Terry Morrow, Alt. ☐			
	Ron Regenscheid ☐	David Wendinger ☐	Vacant ☐	
2 ND	Marie Dranttel ☐	Jason Enter ☐	David Hermanson ☒	Justin Laven ☐
	Terry Morrow, Alt. ☐			
	Ron Regenscheid ☐	David Wendinger ☐	Vacant ☐	

VOTE TO ADOPT FINDINGSPASS ☒FAIL ☐

VOTE 5-0

OLD BUSINESS

None.

OTHER BUSINESS

None.

REVIEW OF PERMITS

The permits for October were reviewed.

COMMUNICATIONS

None.

MOTION TO ADJOURN

7:42 PM

1 st	Marie Dranttel ☒	Jason Enter ☐	David Hermanson ☐	Justin Laven ☐
	Terry Morrow, Alt. ☐			
	Ron Regenscheid ☐	David Wendinger ☐	Vacant ☐	
2 nd	Marie Dranttel ☐	Jason Enter ☐	David Hermanson ☒	Justin Laven ☐
	Terry Morrow, Alt. ☐			
	Ron Regenscheid ☐	David Wendinger ☐	Vacant ☐	
VOTE TO ADJOURN		PASS ☒	FAIL ☐	VOTE 5-0

JASON ENTER
CHAIR

JS
JH

DATE 1-27-21

JON HAMMEL
PLANNER/DEPUTY ZONING ADMINISTRATOR

DATE 2-1-21



CONDITIONAL USE PERMIT

THREE-YEAR REVIEW OF MINERAL EXTRACTION PERMIT

NEW ULM QUARTZITE QUARRIES, INC.

PLN21-02

**NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION**

SUBJECT:	PLN21-02, Conditional Use Permit
APPLICANT/LANDOWNER:	New Ulm Quartzite Quarries, Inc.
LOCATION:	Part of the Southeast 1/4 of the Southeast 1/4 of Section 34-110-30; Part of the Southern 1/2 of Section 35-110-30; and Part of the Northern 1/2 of Section 02-109-30, all in Courtland Township
PARCEL NO:	04.035.1705
EXISTING ZONING:	Limited Industry and Conservancy
HEARING DATE:	January 25, 2021

REQUEST

The applicant has submitted a request for a three-year review of a mineral extraction permit to mine, crush, process, and stockpile quartzite, including an asphalt hot mix plant and concrete batch plant.

EXISTING LAND USE

The quarry is located approximately one mile east of New Ulm, between U.S. Highway 14 and the Minnesota River. The property contains approximately 300 acres. Those areas of the site not utilized as part of the mining operation remain mostly wooded. The majority of the site is zoned Limited Industry and Conservancy. There is a small portion of land directly adjacent to the Minnesota River which is zoned Floodplain.

SURROUNDING LAND USE

The Minnesota River runs west of the site, with one occupied residence between the river and quarry. The area south of the site lies within the Minnesota River floodplain and is natural environment. The area east of the site is primarily agricultural land. The Guemmer and Kohn gravel pits are located east of the site. The Guemmer property also contains a demolition debris landfill. Two residential subdivisions are located north of the site – Shady Brook Acres and Fleck's Subdivision. Also located north of the site is Minnesota Valley Lutheran High School.

PROJECT DESCRIPTION

Background:

Mining operations began at the site in 1861 and continued for approximately 60 years, before being idled for roughly 30 years. The quarry re-opened in 1956 and has been in continuous operation since. From 1958 to 2011 the quarry was run by the Carlstrom family. In 2011, New

Ulm Quartzite Quarries joined Oldcastle Materials, Inc. as an independent subsidiary. Oldcastle Materials is the leading vertically integrated supplier of aggregates, asphalt, ready mixed concrete, and paving services in the United States. In 2019, the operation became part of Minnesota Paving & Materials.

The property lies on top of the Precambrian Sioux quartzite formation, which extends westward from New Ulm into the middle of South Dakota. The New Ulm location is the most northeasterly outlier of the Sioux quartzite outcrops. The quartzite rock near the surface is generally low quality and is used primarily for riprap and landscaping rock. Quartzite quality improves with depth and deeper rock is used for higher demand products, such as seal-coat chips, concrete products, bituminous pavements, and poultry grit. The diversity of the quarry's product line ensures little of the mined resource goes to waste.

New Ulm Quartzite Quarries operates an open pit mine and employs a conventional drill-blast-load/haul sequence. Operations include (on an as-needed basis) the mining of aggregate materials; the washing, crushing and screening of materials at the processing plant; and the storage of materials onsite. The operation also includes a temporary concrete batch plant and a temporary asphalt plant. The overall life of the mine depends upon market demand for aggregate material. The reclamation plan for the site is proposed for after the year 2075.

All mining is done by front end loaders, bulldozers, scrapers, and excavators. Electricity is produced by portable generator sets or comes from hard wire sources. Fuel is delivered by local distributors on a daily basis, with fuel storage kept at a minimum. The use of underground tanks ceased in December 1998. Mining operations are monitored by the Mine Safety and Health Administration and the Minnesota Pollution Control Agency. The facility has completed two Environmental Assessment Worksheets – the first in 1999 and the second in 2007.

Current Request:

The current request is for a three-year renewal of a mineral extraction permit to mine, crush, wash, process, and stockpile quartzite, including an asphalt hot mix plant and concrete batch plant. Section 724.2(3) of the Nicollet County Zoning Ordinance requires that conditional use permits for mineral extraction be renewed every three years.

According to the applicant, a total of 90 acres are actively being mined. There are 110 acres remaining in the mining area that have not been mined. A total of 1,662,762 tons of material have been removed from the site over the past three years.

Two companies, Valley Asphalt Products and Central Specialties, lease land from New Ulm Quartzite Quarries on the western edge of the site along 571st Avenue. The land is leased for the purpose of locating and operating asphalt hot mix plants and concrete batch plants, as well as for stockpiling asphalt.

NOTE: The mine pre-exists the November 25, 2014 amendments to the mineral extraction section of the Zoning Ordinance. If the original parameters of the project are changed, the operation must conform to current standards.

Access:

The site has access to U.S. Highway 14 via 571st Avenue. The quarry helps to maintain the township road.

Appearance:

The quarry is generally not visible from the Minnesota River or from U.S. Highway 14 at this time. As mining operations progress through Phases 2 and 3, a soil berm approximately 35 feet high and 50 feet wide will be extended along the southern edge of U.S. Highway 14 to provide additional screening of the quarry. The berm is constructed using overburden soils that are scraped from the bedrock and removed as the quarry expands laterally.

Blasting:

Periodic blasting of the quartzite is required to prepare the rock for processing. No increase in noise is expected. New Ulm Quartzite Quarries maintains two seismographs located on the north side of U.S. Highway 14. One seismograph is located in Fleck's Subdivision and one at Minnesota Valley Lutheran High School. The applicant has submitted seismic data indicating onsite blasting does not exceed United States Bureau of Mines safe blasting levels.

Bond:

Per Section 724.2(4) of the Nicollet County Zoning Ordinance, a bond in the amount of at least \$2,500 per actively mined and not yet reclaimed acres shall be valid for a period of not less than one year beyond the expiration date of the permit. The applicant presently has a bond in place with Liberty Mutual Insurance Company for \$200,000 to cover 80 actively mined and not yet reclaimed acres. The existing bond is continuous and does not require a continuation certificate every year. The bond will need to be increased to cover the 90 actively mined and not yet reclaimed acres.

Dust, Noise, and Odor Control:

Some dust is generated as a result of blasting. As the quarry deepens, the dust generated is further contained onsite. Dust on haul roads is minimal. When necessary, roads are treated with water or calcium chloride to control dust. Approximately 6.3 million gallons of water are used for dust control annually.

Hours of Operation:

In 2008, the applicant requested a deviation from the Zoning Ordinance (adopted November 11, 2005), which required mining operations be conducted between 7 a.m. and 7 p.m. When this permit was renewed in 2008, regular operating hours between 6 a.m. and 7 p.m. were approved. Also in 2008, the applicant requested and was granted permission to undertake processing activities at any time provided that noise levels remain in compliance with Minnesota Rules Chapter 7030 "Noise Pollution Control" (see Condition Number 6, below).

In 2014, the applicant requested a further deviation from the standard hours of operation. The request added one additional hour to the end of the work day, resulting in operating hours of 6 a.m. to 8 p.m. (see Condition Number 5, below). The change was requested in order to meet a five-year project supply estimate from MNDOT.

The applicant submitted a letter clarifying the hours of operation for mining and processing. The letter outlined:

Activities	Description	Hours of Operation
Drilling and Blasting Operations, Quarry Mining, and Primary Processing (Plant 1) Operations	This is the extraction of raw unprocessed aggregate material.	Monday – Saturday 6:00am – 8:00pm 5:30am – 6:00am warm up period 8:00pm – 8:30pm shut down period
Secondary (Plant 2) and Tertiary (Plant 3) Processing Operations	Additional stages of further processing and material sizing.	Monday – Saturday 24 hours a day
Scale Retail Operational Hours	Loading out material to end users.	Monday – Friday 6:30am – 6:30pm Saturday 6:30am – 1:00pm
Asphalt Plant Operations	Asphalt production at plants operated directly by the applicant	Monday – Friday 6:00am – 8:00pm 5:30am – 6:00am warm up period 8:00pm – 8:30pm shut down period Saturday 6:00am – 3:00pm 5:30am – 6:00am warm up period 3:00pm – 3:30pm shut down period

Deviation is allowed for emergencies and equipment repair and requires notification be made to Nicollet County Property Services.

Reclamation Plan:

The applicant has a reclamation plan in place. The plan is proposed for beyond the year 2075. Upon cessation of dewatering, the mined areas will fill with water and become lakes. According to the facility's 2007 Environmental Assessment Worksheet, the site will contain 120-130 acres of lakes with 100-170 acres of very low density residential development. The plan also includes park areas, recreational trails, and various other public facilities.

Water:

The existing quarry elevation is below the Minnesota River elevation and dewatering is necessary to evacuate groundwater from the quarry areas. Groundwater from the quarry and surface water runoff are discharged to settling basins before being discharged to the Minnesota River. Wash water used in the crushing process is also settled and recycled. Flocculants are used in the settling basins when necessary to insure that the daily maximum suspended solids discharge limitation is not exceeded. Discharges are monitored to insure compliance with National Pollutant Discharge Elimination System permit requirements. A Stormwater Pollution Prevention Plan has also been prepared for the site. The operation recycles 500 million gallons of water annually.

Waste Disposal:

All hazardous substances, such as engine oil, hydraulic oil, anti-freeze, and other maintenance fluids, are enclosed within a shop. The quarry utilizes portable toilets and human waste is disposed by a sanitation company. All garbage is removed on a daily basis or placed in a waste dumpster for periodic disposal.

MINNESOTA POLLUTION CONTROL AGENCY STANDARDS

The applicants are required to maintain a National Pollutant Discharge Elimination System (NPDES) permit from the Minnesota Pollution Control Agency.

NEIGHBOR NOTIFICATION

Property owners were notified of the request per the standards of Section 505.3 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.**

True, because:

- The proposal appears to be typical of mining operations within the County.
- There exist no extraordinary circumstances regarding the project.
- The operation meets the applicable standards of the Zoning Ordinance for mines in the Limited Industry and Conservancy zoning districts.
- The operation appears to meet the applicable Minnesota Pollution Control Agency standards for mines.

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

True, because:

- The existing infrastructure is suited for mining operations.
- The size and function of the facility is not unreasonable for the location. The facility is located along U.S. Highway 14

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

True, because:

- The surrounding land use is predominantly agricultural, industrial, residential, and natural environment.

- There are three other mines within one mile of the site.
- The mine is within an industrially zoned area.

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

True, because:

- The mine is generally not visible from U.S. Highway 14 at this time.
- The operation appears to be typical for mines within the county.
- Within one mile of the site there are three other mines.

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

True, because:

- It meets the applicable standards and requirements found in Sections 608 and 724 of the Zoning Ordinance for mining operations in the Limited Industry zoning district.

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

True, because:

- The applicant has a reclamation plan in place for the site.
- The plan states that the aggregate industry provides vital jobs for residents and revenue for local businesses.

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

True, because:

- The applicant applies water calcium chloride to control dust.
- The mine is generally not visible from U.S. Highway 14.
- The applicant has submitted seismic data indicating onsite blasting does not exceed United States Bureau of Mines safe blasting levels.

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

True, because:

- The surrounding land use is a mix of agricultural, industrial, and natural environment.
- The mine is located in the Limited Industry and Conservancy zoning districts.
- There are three other mines within one mile of the site.

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

True, because:

- The proposal meets the applicable county and state standards for mining operations.
- The operation appears to be typical for mines within the county.
- The site maintains a National Pollutant Discharge Elimination System permit from the Minnesota Pollution Control Agency.

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

Will Not – True, because:

- There are no apparent adverse effects since the request is proposed to meet the mining standards.

RECOMMENDATIONS

It appears the request meets all ten conditional use permit criteria. The granting of a conditional use permit from Sections 505, 603, 608, and 724 of the Zoning Ordinance would seem to meet the necessary requirements set forth in Section 505.1, Criteria for Granting Conditional Use Permits.

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

1. The applicant undertakes the project according to the plans and specifications submitted to the county with the application.
2. The permit will be periodically reviewed by the county to ensure compliance with the permit and permit conditions.
3. The county may enter onto the premises at reasonable times and in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances.
4. The conditional use permit to mine, crush, wash, process, and stockpile quartzite rock must be reviewed on a three (3) year basis (renewal required in January 2024).
5. The applicant shall conduct mining operations between 6 a.m. and 8 p.m., Monday through Saturday, except in the event of emergency.

6. The applicant may conduct processing operations, 24 hours a day, Monday through Saturday, provided noise levels remain in compliance with Minnesota Rules Chapter 7030 "Noise Pollution Control."
7. Any increase in the amount of acres actively being mined or not yet reclaimed requires an additional/amended bond covering the additional acreage be submitted to Nicollet County Property Services.
8. The applicant shall use dust reducing techniques along 571st Lane during times of heavy traffic and dry conditions. This may include the watering of sections of the road in which trucks will travel or some other method that will minimize the dust generated from the increased truck traffic.
9. The applicant shall maintain a National Pollutants Discharge Elimination System (NPDES) Permit and Industrial Storm Water permit (or a combined permit) with the Minnesota Pollution Control Agency that will cover the entire project area.

Parcel No: 04.035.1705
Map No: 1035400029

**Applicant/Landowner:
New Ulm Quartzite Quarries, Inc.**

PLN21-02

- ATTACHMENT A Application**
- ATTACHMENT B Criteria for Conditional Use Permit**
- ATTACHMENT C Location Map**
- ATTACHMENT D Aerial**
- ATTACHMENT E Neighbor Notification List**
- ATTACHMENT F Documents Submitted by Applicant**
- F.1 Mineral Extraction Checklist
- F.2 Renewal Letter
- F.3 Clarification of Hours of Operation Letter
- F.4 Phased Operations Plan
- F.5 Reclamation/End Use Plan



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

PLANNING & ZONING ADVISORY COMMISSION
APPLICATION

Total Fees: \$446.00

Map#: 1035400029
Parcel#: 040351705
Permit#: PLN21-00002
Date: December 29, 2020

Applicant: ANDREW GIESEKE, NEW ULM QUARTZITE QUARRIES INC, PO BOX 55038, LEXINGTON KY 40555
Phone: 625-4848
Owner: NEW ULM QUARTZITE QUARRIES INC, PO BOX 55038, LEXINGTON KY 40555
Property Address: 0 Highway 14, New Ulm MN 56073
Abbreviated Legal Description: COMB LOTS 1-12 BLK 13; LOTS 1-9 BLK 14; LOTS 1-30 BLK 15; & LOTS 1-18 BLK 16 LACHAPELLE MYRICK & MAGNERS ADD; 12.47CR 10.34PL ACRES & THAT PART OF SW1/4 IN SEC 35 LYG S OF US 14 ROW. ACRES 146.80CR & PT SE1/4 SEC 35 LYG S OF US 14 ROW "E"
Township: Courtland Township

Record Type: Conditional Use

Category: Mineral Extraction

Project Description: To mine, crush, process, and stockpile quartzite, including an asphalt hot mix plant.

Planning Commission Hearing Date: 01/25/2021

Board of Commissioners Date: 02/09/2021

See Mining Checklist
APPLICANT SIGNATURE

12-29-20
DATE

ATTACHMENT A
Application



NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION CRITERIA FOR GRANTING A CONDITIONAL USE PERMIT

**Name of Applicant/
Property Owner:** New Ulm Quartzite Quarries, Inc.

Date: January 25, 2021
File: PLN21-02

Use Requested: Three year review of a mineral extraction permit to mine, crush, process, and stockpile quartzite, including an asphalt hot mix plant and concrete batch plant

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.

Marie Dranttel	☒ YES	☐ NO
David Hermanson	☒ YES	☐ NO
Justin Laven	☐ YES	☐ NO
Ron Regenscheid	☒ YES	☐ NO
David Ubel	☒ YES	☐ NO
David Wendinger	☒ YES	☐ NO

WHY: Proposal is typical for mining operation within the county. Meets standards of zoning ordinance.

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

Marie Dranttel	☒ YES	☐ NO
David Hermanson	☒ YES	☐ NO
Justin Laven	☐ YES	☐ NO
Ron Regenscheid	☒ YES	☐ NO
David Ubel	☒ YES	☐ NO
David Wendinger	☒ YES	☐ NO

WHY: Existing infrastructure is suited for mining operations. Have access to state Hwy 14. Roads are maintained well.

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

Marie Dranttel	☒ YES	☐ NO
David Hermanson	☒ YES	☐ NO
Justin Laven	☐ YES	☐ NO
Ron Regenscheid	☒ YES	☐ NO
David Ubel	☒ YES	☐ NO
David Wendinger	☒ YES	☐ NO

WHY: Are three other mines in one mile of the site. Other mines in the area.

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

Marie Dranttel	☒ YES	☐ NO
David Hermanson	☒ YES	☐ NO
Justin Laven	☐ YES	☐ NO
Ron Regenscheid	☒ YES	☐ NO
David Ubel	☒ YES	☐ NO
David Wendinger	☒ YES	☐ NO

WHY: Mine is generally not visible from Hwy 14 at this time. Is a typical mining operation in the county. Mine looks good in appearance and has a berm.

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

Marie Dranttel	☒ YES	☐ NO
David Hermanson	☒ YES	☐ NO
Justin Laven	☐ YES	☐ NO
Ron Regenscheid	☒ YES	☐ NO
David Ubel	☒ YES	☐ NO
David Wendinger	☒ YES	☐ NO

WHY: Meets all standards of Sections 608 and 724 of the zoning ordinance.

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

Marie Dranttel	☒ YES	☐ NO
David Hermanson	☒ YES	☐ NO
Justin Laven	☐ YES	☐ NO
Ron Regenscheid	☒ YES	☐ NO
David Ubel	☒ YES	☐ NO
David Wendinger	☒ YES	☐ NO

WHY: Has a reclamation plan in place.

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

Marie Dranttel	☒ YES	☐ NO
David Hermanson	☒ YES	☐ NO
Justin Laven	☐ YES	☐ NO
Ron Regenscheid	☒ YES	☐ NO
David Ubel	☒ YES	☐ NO
David Wendinger	☒ YES	☐ NO

WHY: Has seismic data indicating site meets US safe blasting levels. Has dust control. Blasting does not exceed dangerous levels.

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

Marie Dranttel	☒ YES	☐ NO
David Hermanson	☒ YES	☐ NO
Justin Laven	☐ YES	☐ NO
Ron Regenscheid	☒ YES	☐ NO
David Ubel	☒ YES	☐ NO
David Wendinger	☒ YES	☐ NO

WHY: Surrounding land use is agricultural and natural environment. Other mines in the area.

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

Marie Dranttel	☒ YES	☐ NO
David Hermanson	☒ YES	☐ NO
Justin Laven	☐ YES	☐ NO
Ron Regenscheid	☒ YES	☐ NO
David Ubel	☒ YES	☐ NO
David Wendinger	☒ YES	☐ NO

WHY: Site has an NPDES permit
from PCA. Meets all
county + state standards.

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

Marie Dranttel	☒ YES	☐ NO
David Hermanson	☒ YES	☐ NO
Justin Laven	☐ YES	☐ NO
Ron Regenscheid	☒ YES	☐ NO
David Ubel	☒ YES	☐ NO
David Wendinger	☒ YES	☐ NO

WHY: No apparent adverse
effect. Meets all mining
standards. Safety protocols
in place.

**SPECIAL CONDITIONS ARE LISTED
ON THE RECORDED CONDITIONAL USE PERMIT AND IN THE RECORD**

THE NICOLLET COUNTY PLANNING AND ZONING ADVISORY COMMISSION:
(APPROVES X) (DENIES) THE REQUESTED CONDITIONAL USE PERMIT

This decision is based on:

☒ Application
☒ Staff report
☐ Pictures
☐ Information received at public hearing

Viewed by Members of Commission:

Dranttel	☐	Regenscheid	☐
Hermanson	☐	Ubel	☐
Laven	☐	Wendinger	☐

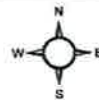
Facts supporting the answer to each question above are hereby certified to be the Findings of the Nicollet County Planning and Zoning Advisory Commission.

Date: 1-25-2021

Chair: Dan Hermanson



Disclaimer: The information herein is intended to be a true representation of available records. However, there is no guarantee to the user as to the accuracy, suitability, or reliability of this data for any purpose. The Property Services Division of Nicollet County assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data.



1:40,000

1 inch = 3,333 feet

0 1,600 3,200 Feet

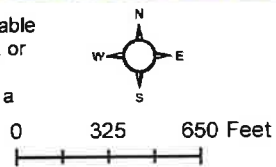
ATTACHMENT C Location Map



Disclaimer: The information herein is intended to be a true representation of available records. However, there is no guarantee to the user as to the accuracy, suitability, or reliability of this data for any purpose. The Property Services Division of Nicollet County assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data.

1:7,800

1 inch = 650 feet



ATTACHMENT D Aerial

GLEN R & LAUREN G ALBRECHT
56929 HILLCREST LN
NEW ULM MN 56073

JOSE G AREVALO
45323 KOHN DR
NEW ULM MN 56073

JUAN P & SAN JUANA AREVALO
56963 HILLCREST LN
NEW ULM MN 56073

JAMES F & LEONA M ARNDT
57010 BROOKVIEW LN
NEW ULM MN 56073

RICKY & SUSAN BEISE
56772 US HIGHWAY 14
NEW ULM MN 56073

JAMIE & GINA M BERG
45304 KOHN DR
NEW ULM MN 56073

JEFFREY ERNEST & WENDY JANE
BERTRANG
45493 JEREMY DR
NEW ULM MN 56073

HOWARD BLUME
45458 561ST AVE
NEW ULM MN 56073

GRANT T & GAIL M BODE
57034 BROOKVIEW LN
NEW ULM MN 56073

MARCELLA J BODE
45479 561ST AVE
NEW ULM MN 56073

RONALD J & SANDRA M BORTH
45184 EDGEWOOD DR
NEW ULM MN 56073

SHANE M & KERI R BRADLEY
45233 SUNRISE DR
NEW ULM MN 56073

GARY J SHIRLEY A BRUNS
57012 HILLCREST LN
NEW ULM MN 56073

DAVID A & PATRICE A DITTRICH
45508 JEREMY DR
NEW ULM MN 56073

MARK VINCENT DOMEIER
45134 EDGEWOOD DR
NEW ULM MN 56073

JASON P & JODY M ENTER
57108 422ND ST
NEW ULM MN 56073-4321

DANIEL M & SHEILA ESSER
56932 HILLCREST LN
NEW ULM MN 56073

STEVEN C & JOAN A FENSKE
10732 W WHITE MOUNTAIN RD
SUN CITY AZ 85351

DAVID B & PAULINE D FLITTER
57054 HILLCREST LN
NEW ULM MN 56073

CURTIS L & KRISTIN R FORBROOK
45261 JEREMY DR
NEW ULM MN 56073

NORMAN & LISA GRATHWOHL
56998 HILLCREST LN
NEW ULM MN 56073

JOHN F & DIANE K GREJTAK
56923 HILLCREST LN
NEW ULM MN 56073

DORIS HELEN GUEMMER
912 35TH AVE N
SAINT CLOUD MN 56303

BRENDA A & JAMES F GULDAN LIVING
TRUST
46194 561ST AVE
NEW ULM MN 56073

DENNIS M GULDAN
1226 S GERMAN ST
NEW ULM MN 56073

TIMOTHY J & BROOKE M GULDAN
46198 561ST AVE
NEW ULM MN 56073

HEATHER HAALA
PO BOX 376
FAIRFAX MN 55332

HAZEL A HEIM IRREVOCABLE TRUST
55712 US HIGHWAY 14 W
COURTLAND MN 56021

JOHN P & DEBORAH M HERTLING
45162 EDGEWOOD DR
NEW ULM MN 56073

JOHN HEYMANN
316 S STATE ST
NEW ULM MN 56073

ATTACHMENT E
Neighbor Notification Lists

MICHAEL HIPPERT
200 SUMMERSET DR
ASHLAND OH 44805

HIPSTER LLC
1220 SOUTH VALLEY ST
NEW ULM MN 56073

MICHELLE R & MARCEL U HOFMANN
45228 SUNRISE DR
NEW ULM MN 56073

SCOTT R & KATHY J HULKE
45274 SUNRISE DR
NEW ULM MN 56073

JOSHUA B KALK
45205 JEREMY DR
NEW ULM MN 56073

GARY M & TIMOTHY L KOHN
54650 US HIGHWAY 14
COURTLAND MN 56021

MARK G & MICHELE L KOHN
46091 551ST AVE
COURTLAND MN 56021

BRIAN S KRAUS
56974 BROOKVIEW LN
NEW ULM MN 56073

MARY D LADE
56933 BROOKVIEW LN
NEW ULM MN 56073

ALLEN J & SUSAN R LAMM
45200 JEREMY DR
NEW ULM MN 56073

DENNIS LEGARE
46126 571ST LN
NEW ULM MN 56073

DENNIS LEGARE, LEO WALTER &
CECELIA HARTUNG
46126 571ST AVE
NEW ULM MN 56073

DELORES B LESKEY
45165 EDGEWOOD DR
NEW ULM MN 56073

LEON M & MARY A LUDEWIG
45196 SUNRISE DR
NEW ULM MN 56073

DOUGLAS R & KATHLEEN K LUND
45541 JEREMY DR
NEW ULM MN 56073

PATRICK MEHLHOP
45272 JEREMY DR
NEW ULM MN 56073

MN VALLEY LUTH HIGH SCHOOL & ASSN
45638 561ST AVE
NEW ULM MN 56073

PATRICK W & MELISSA R NELSON
57063 BROOKVIEW LN
NEW ULM MN 56073

STEVEN A & BETH J NELSON
45210 JEREMY DR
NEW ULM MN 56073

DENNIS & SHARON NORDBY
45201 SUNRISE DR
NEW ULM MN 56073

RONALD C OHM & CARLOTTA L OHM
56947 HILLCREST LN
NEW ULM MN 56073

BRIAN D & JUDY M RAHE
45691 561ST AVE
NEW ULM MN 56073-9132

JULIANN REINHART
1824 N JEFFERSON ST
NEW ULM MN 56073

VICTOR ROEPKE
45133 EDGEWOOD DR
NEW ULM MN 56073

DAVID & CHRISTENE ROLLOFF
45452 JEREMY DR
NEW ULM MN 56073

ELMER ROLLOFF
12963 SHAG RD
NEW ULM MN 56073-4429

SCHROEDER LAND LLC
45408 551ST AVE
COURTLAND MN 56021

JOLEEN SCHUGEL LIFE ESTATE &
SCHUGEL FAMILY TRUST
55299 456TH LN
COURTLAND MN 56021-4229

DENISE R SELLNER
56997 BROOKVIEW LN
NEW ULM MN 56073

ANDREW R & DANIELE M SHARITS
56994 BROOKVIEW LN
NEW ULM MN 56073

JASON & DINAH SPURGIN
45318 JEREMY DR
NEW ULM MN 56073

NICHOLAS J & CHELSEY N BODE
45402 JEREMY DR
NEW ULM MN 56073

RANDY BOB & KRISTINE WAIBEL
45176 561ST AVE
NEW ULM MN 56073

TIMOTHY WAIBEL
45438 541ST AVE
COURTLAND MN 56021

GARY C & LINDA C WATSON
56944 HILLCREST LN
NEW ULM MN 56073

MARVIN E WENDINGER
56936 BROOKVIEW LN
NEW ULM MN 56073

ADAM & LAURA WHITTINGTON
56040 BROOKVIEW LN
NEW ULM MN 56073

AARON R & LEAH C WIDMARK
45309 JEREMY DR
NEW ULM MN 56073

COURTLAND TOWN CLERK
43370 541ST AVE
COURTLAND MN 56021

CITY OF COURTLAND
300 RAILROAD STREET
COURTLAND MN 56021

TROY DENISE & KAMM
12576 SHAG RD
NEW ULM MN 56073

THOMAS & NANCY HAALA
722 GARDEN ST N
NEW ULM MN 56073

DAVID & MARIE KUEHN
12574 SHAG RD
NEW ULM MN 56073

RAYMOND KUEHN
12232 SHAG RD
NEW ULM MN 56073



MINERAL EXTRACTION CHECKLIST

The following information is required to be provided for a conditional use permit application. Additional information may be required, as determined necessary by the Zoning Administrator and per Section 724 of the Zoning Ordinance.

NUMBER OF ACRES AS FOLLOWS:

90 Acres being mined or used for mining purposes (stockpiles, equipment storage, haul roads, etc).
110 Acres permitted and remaining to be mined in future phases.
N/A Acres where land reclamation has occurred.
20 Acres not permitted to be mined (non-mining related acres). - Estimated
367 Total acreage of property.

TONNAGE OF MATERIAL REMOVED:

1,662,762.0 Tons of material removed from site over the past three (3) years, or since last permit renewal date.

Include a copy of the renewed **BOND** or **LETTER OF CREDIT** for the site. Continuation letters must to be sent to the Property Services Office on years when the permit is not scheduled for renewal.

PLEASE PRINT:

New Ulm Quartzite Quarry

Property Owner: OMG Midwest dba Minnesota Paving & Materials (NUQQ)

Owner's Address: 45755 571st Lane, New Ulm, MN 56073

Contractor working the site: Same

Contractor's address: Same

Contractor's phone number: 507-276-9410

Date: 03-25-2020

Applicant (Landowner or Contractor) Signature: Andrew Frenschke

Parcel No. 040351705

Map No. See Attached

Revised 11-29-18 JH

Art ID. 1035400029

Mission Statement
Providing efficient services
with innovation and accountability.

**Leadership. Efficiency.
Accountability. Innovation.
Integrity.**

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



Minnesota Paving and Materials
1905 3rd Avenue
Mankato, MN 56001

O 507 625 4848
F 507 625 4907

www.minnmpm.com

March 25, 2020

Mr Jon Hammel and Ms Mandy Landkamer
Nicollet County Property & Public Services Dept.
501 South MN Avenue
St Peter, MN 56082

Re: New Ulm Quartzite Quarries, Inc. CUP Three year renewal #C-20113210009

OMG Midwest dba Minnesota Paving & Materials (New Ulm Quartzite Quarries, Inc) requests of the Nicollet County Property & Public Services Department, Planning & Zoning Commission, and County Board of Commissioners for approval and renewal of a Conditional Use Permit for mineral extraction and processing in the New Ulm Quartzite Quarries property.

NUQQ as it's called proposes to mine the aggregates, operate crushing, screening, wash plant processing of the minerals on an as needed basis annually as well as establish a temporary concrete batch plant, and temporary asphalt plant on site should the need arise. Reclamation will be completed only when areas are determined not feasible to actively mine or available. Actual life of the site is hard to estimate due to annual market swings for demand of material and true depth of the material.

Hours of Operations for processing will be 6:00 AM to 8:00 PM Monday – Saturday for Primary plant operations and 24 hours per day for Secondary and Tertiary plant operations Monday – Saturday with typical operations of March – December this includes the temporary asphalt, concrete plants. This should include a 30 minute start-up and 30 minute shut-down period on each end of the shift. Should we need additional production hours a request will be made for that or emergency material is called for.

Current Road access is off and onto MN TH 14. This quarry does not interfere with any utility or road right of ways.

All mining would be done by through the process of drilling, blasting, with material transfer taking place with Front End Loaders, Track Excavators, Haul Trucks, and stripping & clearing equipment as needed. There may also be a need bring in additional materials onto the site i.e; sand, gravel, clay, recycled asphalt, recycled concrete, and limestone.

Drilling and Blasting will take place throughout the season as material demand dictates.

Mining Operations and Environmental Operations will be monitored in accordance with current Mine Safety & Health Administration (MSHA) and the Minnesota Pollution Control Agency (MPCA) as well as our own CRH Business Safety Standards. This also include any disposal of hazardous waste.

ATTACHMENT F.2
Renewal Letter

All electrical power for mining operations is either hard line power source or portable generator sets. Fuel would be delivered by local distributors on daily basis, with fuel storage kept at a minimum on site per current MPCA standards.

NUQQ uses dust control measures in accordance with MSHA and MPCA standards. Dust suppression systems are in place on all three plant stages as well as a water truck for managing entrance and haul road dust mitigation.

Dust Suppression Information:

- Water Hauled on road averages = over 4 million gallons annually
- Plant Dust Suppression and washing = over 12 million gallons annually
- Recycled Water Annually = over 500 million gallons

Should you have further questions of our company, please let me know.

Respectfully,

Andie G. Gieseke
MPM Aggregate Production Manager
507-276-9401
Andrew.gieseke@minnmpm.com



December 03, 2020

Minnesota Paving & Materials (New Ulm Quarry) intent for CUP Renewal and processing clarification within the mining permit MAP# 10-35-400-029 to Nicollet County Property and Public Services.

New Ulm Quarry (NUQQ) is located in Part of the SE ¼ of the SE ¼, Section 34-110-30, Part of the S ½, Section 35-110-30, and Part of the N ½, Section 02-109-30 in Courtland Township.

On November 17, 2020 MPM Aggregate Production Manager Andie (Andrew) Gieseke made the request for Renewal and Amendment C#-20113210009 CUP permit.

Within this request Manager Gieseke Amendment added permit clarification for Condition #5 and Condition #6 of prior CUP Conditions as stated below. Mr. Gieseke has been the Production Manager at New Ulm Quarry since October 200

Hours of Operations for Mining and Processing Monday – Saturday for MPM New Ulm Quarry (see below).

Clarification of Hours of Operations: Amendment for Condition #5 Hours of Operations and Condition #6 Processing Operations.

- Drilling and Blasting Operations, Quarry Mining and Primary Processing (Plant 1) Operations:
 - 6:00 AM to 8:00 PM Monday – Saturday running time with 30 a minute warm up and a 30 minute cool down period on the front and back side of these operating hours.
 - This is the extraction of raw unprocessed aggregate material.
- Secondary (Plant 2) and Tertiary (Plant 3) Processing Operations:
 - 24 hours operation Monday – Saturday this will include the 30 minute warm up and cool down period.
 - This is additional stages of further processing and material sizing.
- Scale Retail Operational Hours: Loading out material to end users.
 - Monday – Friday 6:30 AM to 6:30 PM
 - Saturday 6:30 AM to 1:00 PM
- Asphalt Plant Operations:
 - 6:00 AM to 8:00 PM Monday – Friday running time with 30 a minute warm up and a 30 minute cool down period on the front and back side of these operating hours.
 - Saturday 6:00 AM to 3:00 PM with 30 minute warm up and 30 minute cool down.
 - This is for MPM Asphalt Plants only, this does not include external customer plants Example- CSI, Knife River, etc. (External Plants will have to seek individual temporary permits).
- Should Emergency Situations arise then a special request will be requested as needed to the Nicollet County staff members.

Please note that since 2008 this general language has been actively in the Condition of the CUP Permit; this is simply to add more clarity to each line items.

- These conditions have been in place with somewhat vague language leaving both New Ulm Quarry and Nicollet County at a possible impasse should the current or past CUP Permit come into question as to what is "Mining" and what is "Processing". So the conversation was started to look to clean up this language to better serve both parties.
- As the Production Manager at New Ulm Quarry since October 2005 with the understanding that is has always been that Processing Operations may be conducted at any time as long as they are in compliance with MN Rules Chapter 7030 'Noise Pollution Control'. This encompasses the processing of aggregates after the process of Drilling and Blasting "Mining" has taken place.
- This has been the Conditions with prior Nicollet County Property Services Directors.

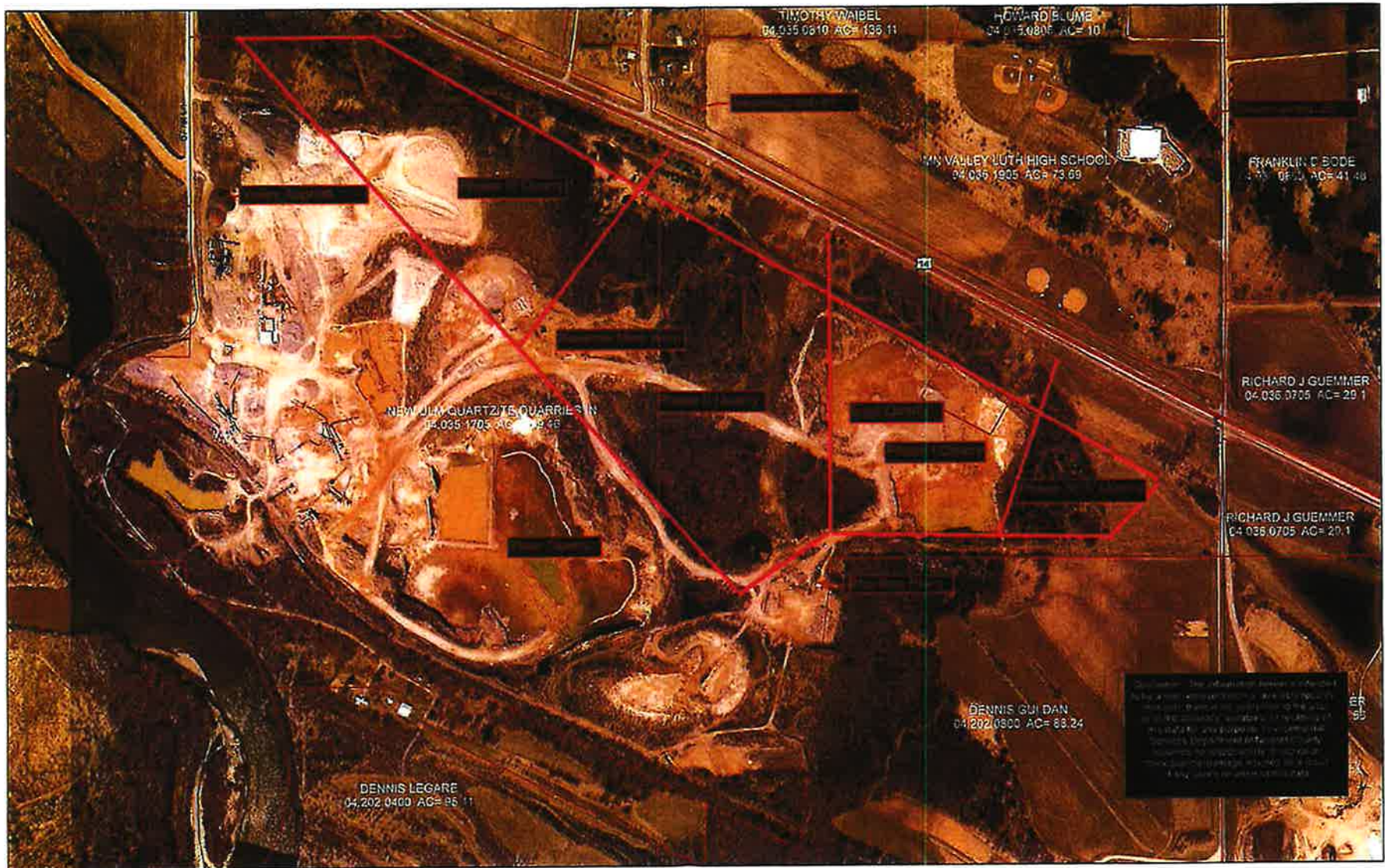
- Tina Rosenstein – Environmental Services Director pre 2007.
- Robert Redding – Deputy Zoning Administrator 2007 to 2011.
- Mandy Landkamer and Jon Hammel – Current Staff
- These CUP Permits were continually renewed every three years with this understanding between both NUQQ and Nicollet County with a positive working relationship and open communication. These Conditions have been in place for over fifteen years and are not in need of changing only clarification is required.

MPM – NUQQ looks to maintain and renew the CUP based on these Conditions and can use prior language or the newly updated language as this has been the practice for more than fifteen years and followed within those years by Production Manager Gieseke during this time period.

Respectfully,

Andie G Gieseke
MPM Production Manager

Date: _____



ATTACHMENT F.4
Phased Operations Plan



www.is-grp.com

Mankato, MN
Faribault, MN
Storm Lake, IA
Algona, IA
Sac City, IA
La Crosse, WI

ARCHITECTS • ENGINEERS • PLANNERS • LAND SURVEYORS • SCIENTISTS

January 14, 2014

Jon Hammel
Deputy Zoning Administrator/Planner
501 South Minnesota Avenue
St. Peter, MN 56082

Re: New Ulm Quartzite Quarry
Reclamation Narrative

Mr. Hammel:

On behalf of New Ulm Quartzite Quarry, we are submitting the following narrative on reclamation activities for the mining activities at the quarry. This narrative is intended to supplement the existing Environmental Assessment Worksheet (EAW) that has previously been prepared.

Reclamation activities will consist of reclaiming the site to grassland and lakes. Reclamation will consist of grassland seeding for reclamation with final grade at a maximum of 3 to 1 contours on the sideslopes with final bottom elevation dependent upon the amount of material remaining. Topsoil will be restored to a depth sufficient for plants to become established, which is a minimum of approximately 2-6 inches. The grading will consist of restoring the site with remaining overburden and potentially clean topsoil from offsite if needed. Grading will be utilized to maintain the surface runoff from the site and allow stormwater to infiltrate and remain onsite. The undisturbed areas on the site (setback areas) will remain in the current vegetated state. Final reclamation will be dependent upon site conditions and the final depths of mining.

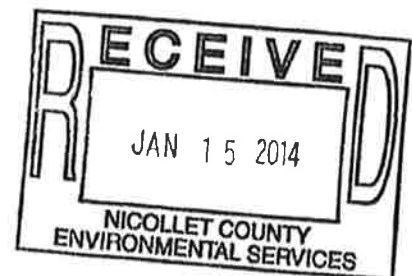
The reclamation plan for the Project will be reviewed during future phases as mining progresses. Changes may be made to the original reclamation plan through mutual consent of the Proposer and the County.

If you have any questions, please do not hesitate to contact us.

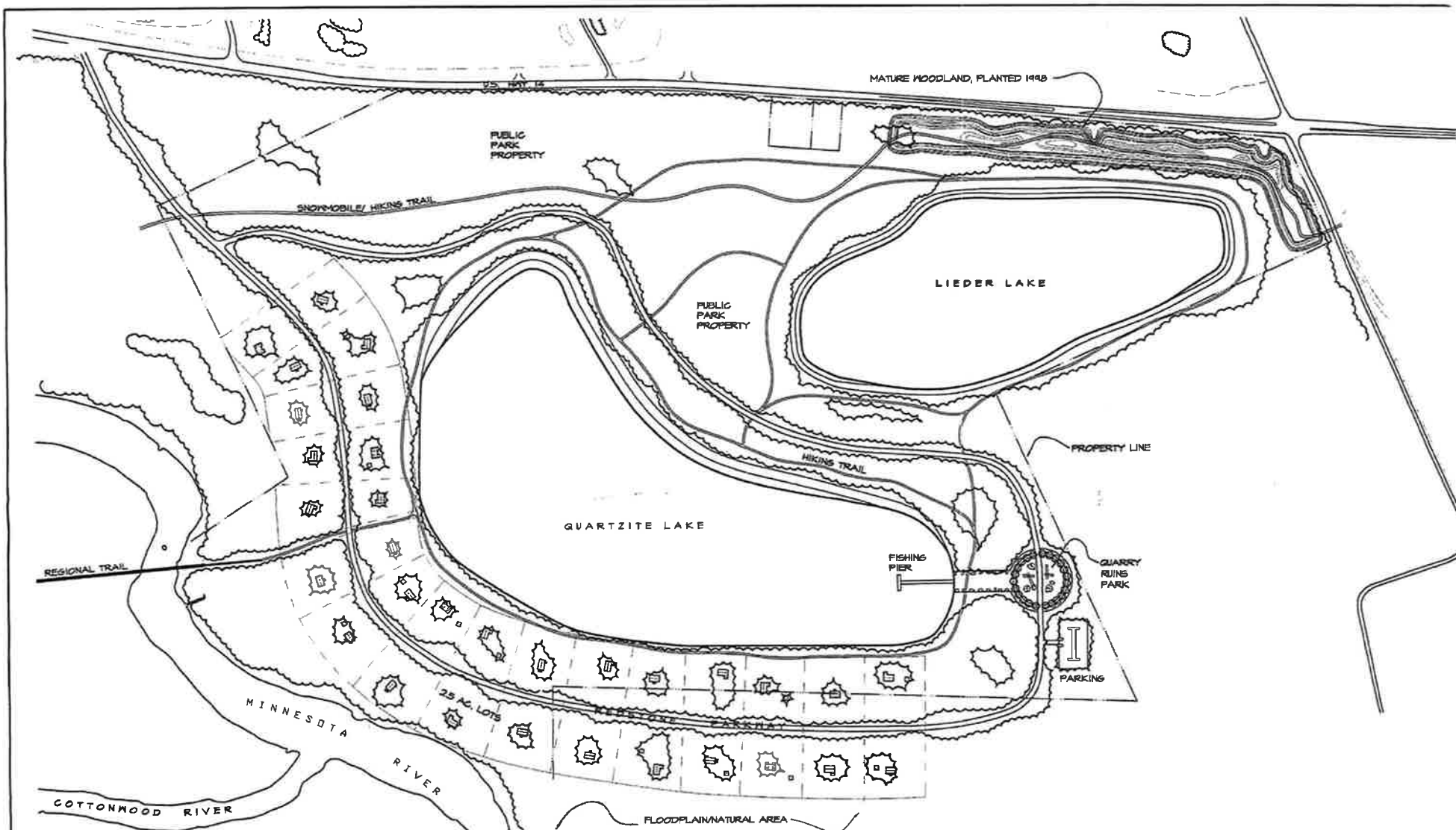
Sincerely,

Matt Brand, P.E.
Civil Engineer

Cc: Terry Overn, OMG Midwest
Andie, Gieske, New Ulm Quartzite Quarry



ATTACHMENT F.5
Reclamation/End Use Plan



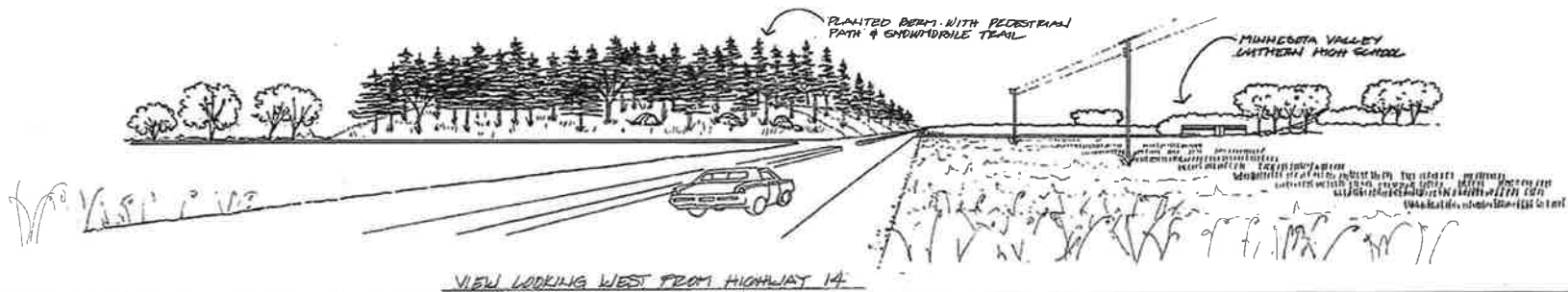
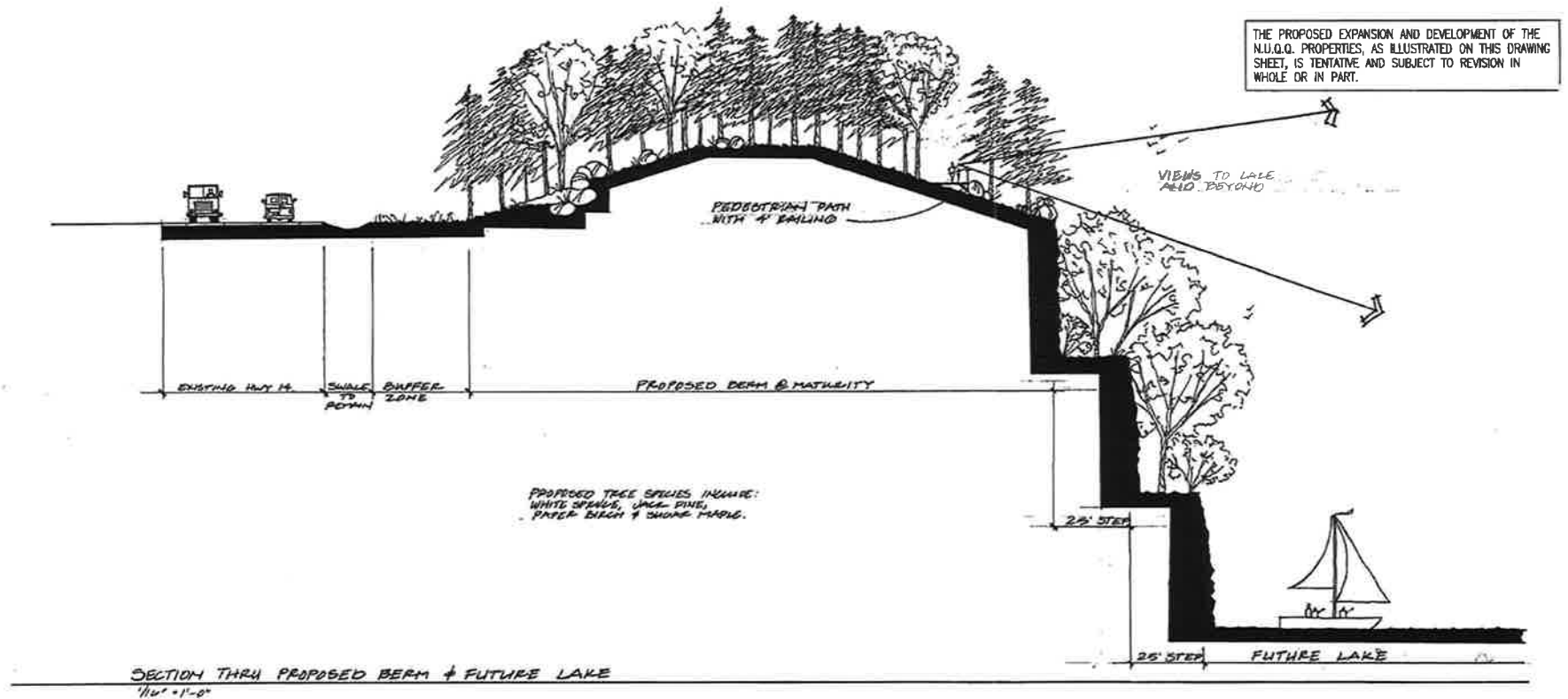
NEW ULM QUARTZITE QUARRIES NEW ULM, MINNESOTA

RECLAMATION PLAN PROPOSED BEYOND YEAR 2075

 landscape architecture
 275 E 4TH ST.
 ST. PAUL, MN 55101
 PHONE: 612-222-5754
 FAX: 612-222-1017

The proposed expansion & development
 the N.U.Q.Q. properties, as illustrated
 on this drawing sheet, is tentative and
 subject to revision in whole or in part.



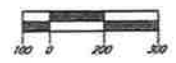


NEW ULM QUARTZITE QUARRIES NEW ULM, MINNESOTA

SECTION AND PERSPECTIVE OF BERM

landscape architects
275 E 4TH ST.
ST. PAUL, MN 55101
PHONE: 612-222-5794
FAX: 612-222-1017

The proposed expansion & development the N.U.Q.Q. properties, as illustrated on this drawing sheet, is tentative and subject to revision in whole or in part.





Permit Form

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME
BLD20-00218	SSTS Compliance Inspection	Compliance inspection for Property Transfer. Selling to Excel Energy for power line. System to be eliminated. System Eliminated 12/1/2020	51388 405TH AVE N MANKATO, MN 56003	KEN HINIKER FARMS INC
BLD20-00219	SSTS Permit	Replacing mound rock bed and sand under the rock bed due to clogging. Using the same design from 2009 in the same location. Only center of mound is being worked on. Tank to be reused as Inspected by Lafayette Excavating at construction.	38337 615TH AVE NEW ULM, MN 56073	BERANEK GLENN R & DARCY
BLD20-00220	Structure Permit	Construct a 20' x 30' (600 sf) addition to an existing shop. Contractor is ARR Construction, Lic.# BC635796. Estimated to be completed in March of 2021.	37646 641ST AVE NEW ULM, MN 56073	BRANDEL DAVID AND KAREN
BLD20-00221	Structure Permit	Replace an existing 24' x 40' (960 sf) storage shed. Shed is nonconforming; is within property line and OHWL setbacks. Replacement shed to be located in same footprint, with same dimensions as existing shed. Applicant is replacing shed himself.	33866 348TH ST LE SUEUR, MN 56058	GENEIN STEVEN J
BLD20-00222	Renewable Energy Permit	Installation of a 38.5kw ground mounted small solar energy system. See attachments for details. License number EA694012.	43332 371ST AVE ST PETER, MN 56082	SAINTS BUS REAL ESTATE HOLDINGS LLC
BLD20-00223	Structure Permit	Placement of 10' x 16' (160 sf) garden shed on property. Height of 9'. Work to be done by owner.	61797 SUNSET LN NEW ULM, MN 56073	FREIER TOBY & AMANDA FREIER
BLD20-00224	SSTS Compliance Inspection	Compliance inspection for property transfer	34147 515TH AVE LAFAYETTE, MN 56054	REIMERS TY

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Quarter 4 2020 Donations		
Primary Originating Division/Dept.: Contact: Heather McCormick Title: Finance Director Amount of Time Requested 5 minutes Presenter: Heather McCormick Title: Finance Director	Meeting Date: 02/09/21 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: This is to present the Quarter 4 2020 Donations received.		
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 Donations		
FISCAL IMPACT: Other (Select One) If "Other", specify Donations	FUNDING County Dollars = (\$2,354.00) Other (Select One) Total (\$2,354.00)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		



RESOLUTION APPROVING THE ACCEPTANCE OF DONATIONS



WHEREAS, MN Statute 465.03 states any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.

WHEREAS, the Nicollet County Finance Office has compiled a list of donations made to the County from October 1 through December 31, 2020.

THEREFORE, BE IT RESOLVED that the Nicollet County Board of Commissioners approve the following donations made to the County from October 1 through December 31, 2020:

Donations received by Nicollet County October 1 through December 31, 2020

<u>FROM WHOM</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
Francis Tuff Miller	\$ 50.00	Veteran's Services
Various Donations	\$ 620.00	Veteran's Services
Alan Boehning	\$1,259.00	Park Bench
Various Donations	\$ 425.00	Loan Closet
Total	\$ 2,354.00	

Dated this 9th day of February, 2021.

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Ryan Krosch
County Administrator and Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Consider MnDOT Agreement No. 1045974 and Resolution		
Primary Originating Division/Dept.: Public Works/Highway	Meeting Date: 02/09/2021	
Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 10 minutes		
Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Attachments: ☒ Yes ☐ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: The attached MnDOT Agreement No. 1045974 and resolution provides for the reimbursement of Preliminary Engineering (PE) services that the County will need to develop the permanent repair project to address the slope failure and stability issues on CSAH 21 along the MN River near CSAH 14. Since this is a Federal Disaster project the County is eligible for 80% of these preliminary engineering services costs to be reimbursed using federal disaster funds. The remaining 20% is anticipated to be covered by either State Aid Disaster Account funds or MN State Emergency Disaster Funds (HSEM). Total PE is anticipated to exceed the agreement amount of \$140,000 but at this time only the \$140,000 is authorized. A subsequent amendment to this agreement will be developed and approved authorizing the additional PE amount. Approval of the current agreement and amount at this time will allow the County's engineering consultant to begin design work immediately.		
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 Agreement No. 1045974 and resolution.		
FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify	FUNDING County Dollars =	
	Federal	\$140,000
	(Select One)	
	Total	\$140,000
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify:		
Related Financial/FTE Comments:		
80% Federal/20% Combination of State Aid Disaster or State Emergency Disaster Funds		



**STATE OF MINNESOTA
AGENCY AGREEMENT
for
FEDERAL PARTICIPATION IN PRELIMINARY ENGINEERING**

State Project Number: 052-621-029

FAIN: ER MN20(400)

This agreement is entered into by and between Nicollet County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project"; and
2. The Local Government is proposing a federal aid project for preliminary engineering emergency repairs to County State Aid Highway 21, hereinafter referred to as "Preliminary Engineering;" and
3. The Preliminary Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 052-621-029, and in Federal Highway Administration ("FHWA") records as Minnesota Project ER MN20(400); and
4. The CFDA number for this project is 20.205; and
5. These funds are not for research and development; and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. **Term of Agreement**
 - 1.1. **Effective Date.** This agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Local Government's Duties**
 - 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Preliminary Engineering.
 - 2.2. **Staffing.**

- 2.2.1. The Local Government will designate a publicly employed registered engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work performed under any contract let for the Project. If Local Government elects to use a private consultant for engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project. The services of the Local Government to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.2.2. During the progress of the work on the Project, the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
- 2.2.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

3. Pre-Award and Award. The Local Government will follow the applicable Procurement Method

- 3.1. Competitive negotiation (qualifications-based selection). Local Government shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract, as specified in 23 U.S.C. 112(b)(2)(A).
 - 3.1.1. The Local Government will prepare request for proposals in accordance with Minnesota law and applicable Federal laws and regulations.
 - 3.1.2. The Local Government will solicit proposals for Preliminary Engineering after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
 - 3.1.3. The Local Government will prepare and publish the request for proposals and any addendums for the Project as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the Local Government will receive the sealed proposals.
 - 3.1.4. The Local Government may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
 - 3.1.5. The Local Government will receive, open, and evaluate proposals in accordance with the requirements of the Brooks Act. After the selecting the highest ranked firm, the Local Government will prepare an independent agency estimate of the Preliminary Engineering and enter into negotiations for a contract that is fair and reasonable to the Federal Government. The negotiation with the highest ranked firm will establish elements of contract costs, accepting indirect cost rate(s) for application to contracts, and assuring consultant compliance with the Federal cost principles in accordance with § 172.11. Subconsultant agreements must contain all required contract provisions, assurances, and certifications in accordance with § 172.9.

- 3.1.6. If the Local Government is unable to negotiate a satisfactory contract with the highest ranked firm, the Local Government must undertake negotiations with the next highest ranked firm, continuing the process until a contract agreement for fair and reasonable compensation is reached. Section 172.7(a)(1)(iv)(E)
- 3.1.7. The Local Government will verify suspension and debarment actions and eligibility of consultants, as specified in 2 CFR part 1200 and 2 CFR part 180; The Local Government will then evaluate interests, qualifications, or proposals and the ranking/selection of each eligible consultant.
- 3.1.8. If the proposal contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 3.1.9. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 3.1.10. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 3.1.11. Local Government may not execute a contract in excess of \$50,000 with a third-party consultant or subcontractor for preliminary engineering, as determined by MnDOT, unless MnDOT has conducted a pre-award audit on the third-party consultant or subcontractor. Local Government may incorporate any recommendations resulting from MnDOT's pre-award audit into Local Government's contract with the third-party consultant or subcontractor. Costs for these services must be reasonable in relation to the services rendered. At any time during the Agreement or during the final audit, MnDOT may audit and adjust the costs charged for such services in accordance with 2 CFR 200.459. If Local Government has questions or is concerned that the costs charged for such services may not be reasonable, Local Government should contact MnDOT's authorized representative for guidance.
- 3.2. Small Purchases. Local Government may use the small purchase procedures that reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as defined in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds.
- 3.2.1. The Local Government will prepare the scope of work, project phases, and contract requirements and shall not break these down into smaller components merely to permit the use of small purchase procedures.
- 3.2.2. The Local Government will provide a minimum of two consultants to satisfy the adequate number of qualified sources reviewed. In instances where only two qualified consultants respond to the solicitation, the Local Government may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Alternatively, a Local Government may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re compete under a new solicitation as specified in § 172.7(a)(3)(iii)(C).
- 3.2.3. The Local Government will negotiate contract costs in accordance with small purchase procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

3.2.4. The Local Government will verify the full amount of any contract modification or amendment will not cause the total contract amount to exceed the established simplified acquisition threshold is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

3.3. Non Competitive. The following requirements shall apply to the noncompetitive procurement method:

3.3.1. The Local Government may use its own noncompetitive procedures that reflect applicable State and local laws and regulations and conform to applicable Federal requirements.

3.3.2. The Local Government shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from FHWA before using this form of contracting.

3.3.3. The Local Government may award a contract by noncompetitive procedures under the following limited circumstances:

- (a) The service is available only from a single source;
- (b) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or
- (c) After solicitation of a number of sources, competition is determined to be inadequate.
- (d) Contract costs may be negotiated in accordance with Local Government noncompetitive procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

3.4. Contract Administration. The Local Government will monitor the consultant's work and compliance with the terms, conditions, and specifications of the contract.

3.4.1. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

3.4.2. The Local Government will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the Local Government. The Local Government will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.

3.4.3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

3.4.4. The Local Government will determine the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;

3.4.5. The Local Government will assess administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and

3.4.6. The Local Government will resolve disputes in the procurement, management, and administration of engineering and design related consultant services.

3.4.7. The Local Government will prepare a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services.

3.4.8. The Local Government will close out the contract once the evaluation is completed.

3.4.9. The Local Government must comply with all applicable Federal, State, and local laws, ordinances, and regulations.

4. MnDOT's Duties

- 4.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.
- 4.2. **Project Activities.**
 - 4.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
 - 4.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.
- 4.3. **Authority.** MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.
- 4.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.

5. Time

- 5.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence.
- 5.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

6. Payment

- 6.1. The estimated cost of the Preliminary Engineering is \$140,000.
 - 6.1.1. It is anticipated that 80% (up to \$ 112,000) of the cost of the Preliminary Engineering is to be paid from federal funds made available by the FHWA, and that the remaining 20% shall be paid by the Local Government. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
 - 6.1.2. Costs incurred as of the federal authorization date of 01/28/2021 will be eligible, if approved, for federal participation. Any costs incurred by the Local Government prior to the federal authorization date will not be eligible for federal participation.
 - 6.1.3. Eligible cost and expense, if approved, may consist of the following:
 - a. The preparation of the environmental document, plans, specifications, right of way need determination, and estimates, for the above referenced project.
 - b. The direct labor charges for Local Government employees for the time that said employees are performing work pursuant to this agreement must be documented in a Public Interest Finding and approved by the FHWA. Said labor charges may include the prorata share of "labor additives" applicable to said labor charges. Costs to the Local Government of "labor additives" consisting of holiday pay, vacation, sick leave, retirement, pension, unemployment taxes, compensation and liability insurance, lost time charges and similar costs incidental to labor employment will be reimbursed only when supported by adequate records.

- c. The applicable equipment rental charges for Local Government owned equipment used by the Local Government and mileage charges for employee owned vehicles used by the Local Government on work performed pursuant to this agreement, at rates reflective of the Local Government actual cost.
 - d. Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this agreement.
 - e. The cost incurred by the Local Government to employ outside forces to perform any or all of the work pursuant to this agreement, subject to the provisions of section I.D. SUBLETTING.
- 6.1.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation.
- 6.1.5. Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this agreement.
- 6.1.6. For costs expected to exceed \$140,000, the Local Government must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.
- 6.2. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and sign each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
- 6.2.1. The Local Government may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial payment.
- 6.2.2. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
- (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
 - (b) The labor additive shall be applied to total labor dollars.
 - (c) The equipment charges shall be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
 - (d) A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.
 - (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.
 - (f) The invoices will include 100% of eligible charges applicable to the Preliminary Engineering so that the prorata share of federal and Local Government participation can be applied to the total costs.
- 6.2.3. Reimbursement of costs under this agreement will be based on actual costs.

- 6.3. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 6.4. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the consultant in accordance with the terms of the construction contract for the Project(s).
 - 6.4.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
 - 6.4.2. Upon completion of the Project, the Local Government will prepare a final payment request in accordance with the terms of this agreement. The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the consultant in accordance with the terms of the construction contract for the Project(s).
 - 6.4.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records. MnDOT will review and certify the final payment request with a final audit.
 - 6.4.4. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
 - 6.4.5. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 6.4.6. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, If or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 6.5. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.
- 6.6. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal

government does not pay the same.

- 6.7. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award twenty four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

7. Conditions of Payment.

- 7.1. All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
- 7.2. **Repayment.** In accordance with 23 CFR 630.112 (c)(2), in the event that right of way acquisition for, or actual construction of the facility for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which the project is authorized, the Local Government will repay to MnDOT the sum of federal funds paid to the Local Government under the terms of this agreement. MnDOT will, in turn, return the federal funds. The Local Government may request a time extension for any preliminary engineering project beyond the 10 year limit with no repayment of Federal funds, and MnDOT and the FHWA may approve this request if it is considered reasonable. Repayment of reimbursed Preliminary Engineering costs would not be required if it is determined that a project should not be advanced as a result of findings during the National Environmental Policy Act (NEPA) process. This clause will survive the expiration or termination of this agreement

8. Authorized Representatives

- 8.1. MnDOT's Authorized Representative is:

Name: Rachel Broughton, or her successor.

Title: State Aid, Special Projects

Phone: 612-427-3907

Email: Rachel.broughton@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

- 8.2. The Local Government's Authorized Representative is:

Name: Seth Greenwood, or his/her successor.

Title: Public Works Director/ County Engineer

Phone: 507-934-7723

Email: seth.greenwood@co.nicollet.mn.us

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

9. Assignment Amendments, Waiver, and Agreement Complete

- 9.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- 9.2. **Amendments.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- 9.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 9.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 9.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

10. Liability and Claims

- 10.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 10.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

11. Audits

- 11.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 11.2. The Local Government will comply with the Single Audit Act of 1984(with amendment in 1996) and Office of Management and Budget (OMB)'s 2 CFR 200 Subpart F, including amendments and successors thereto, which are incorporated herein by reference.
- 11.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 11.4. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2

CFR Part 200.

12. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
13. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
14. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
15. **Termination; Suspension**
 - 15.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 15.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
 - 15.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
 - 15.3.1. MnDOT does not obtain funding from the Minnesota Legislature; or
 - 15.3.2. 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 Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
 - 15.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
16. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and

state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

17. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
18. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
19. **Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
 - 19.1.1. **Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 19.1.2. **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 19.1.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - 19.1.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation,

all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 19.1.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 19.1.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 19.1.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 19.1.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR

180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 19.1.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 19.1.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 19.1.11. **Telecommunications Certification.** See 2 CFR 200.216 By signing this agreement Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.
- 19.2. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 19.3. **Nondiscrimination.**
- 19.3.1. The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) can be found at https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035 and are incorporated in the agreement.
- 19.3.2. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such

programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

19.4. Federal Funding Accountability and Transparency Act (FFATA).

19.4.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax qualified.
- 19.4.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 19.4.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 19.4.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 19.4.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

Nicollet County

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



RESOLUTION



BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Nicollet County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Nicollet County Board Chair and the Nicollet County Administrator are hereby authorized and directed for and on behalf of Nicollet County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation MnDOT Contract Number 1045974", a copy of which said agreement was before the Nicollet County Board and which is made a part hereof by reference.

CERTIFICATION

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the Nicollet County Board at a duly authorized meeting thereof held on the 9th day of February, 2021, as shown by the minutes of said meeting in my possession.

Ryan Krosch
County Administrator and Clerk to the Board

Subscribed and sworn to before me this 9th day of February, 2021.

Notary Public _____

My Commission Expires _____

Notary Stamp

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET
COUNTY EST. 1853



Agenda Item:										
Consider Professional Service Proposal for CSAH 21 Slope Repair Project										
Primary Originating Division/Dept.: Public Works/Highway	Meeting Date: 02/09/2021									
Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Item Type: Regular Agenda (Select One)									
Amount of Time Requested 10 minutes										
Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Attachments: ☒ Yes ☐ No									
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)										
BACKGROUND/JUSTIFICATION: The attached Professional Service Proposal from SRF Consulting is to provide engineering services to develop the necessary plans, specifications, environmental documentation/permits, and State/Federal approvals for the CSAH 21 permanent slope repair and remediation work. You will notice that within the SRF proposal Gale-Tec Engineering is providing geotechnical expertise to SRF as a sub-consultant. Gale-Tec's fees are included in SRF's overall proposal amount of \$204,200. CSAH 21 slope was damaged due to flooding rains and high Mn River levels in the summer of 2020. This damage was then declared a disaster by the Mn Governor which allows it to be a FHWA Emergency Disaster project. Emergency repair work occurred in the fall of 2020 to temporarily stabilize and allow CSAH 21 to reopen to two-lanes of traffic until permanent repairs can be completed. SRF/Gale Tec is the same engineering design team that the County used for the CSAH 14 Slope repair project that is currently under construction.										
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 SRF professional service proposal No. 13321.02 and authorize the Public Works Director to sign the proposal.										
<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 = <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Federal</td> <td style="width: 50%; text-align: right;">\$204,200</td> </tr> <tr> <td style="text-align: center;">(Select One)</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$204,200</td> </tr> </table> </td> </tr> </table>			FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify	FUNDING County Dollars = <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Federal</td> <td style="width: 50%; text-align: right;">\$204,200</td> </tr> <tr> <td style="text-align: center;">(Select One)</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$204,200</td> </tr> </table>	Federal	\$204,200	(Select One)		Total	\$204,200
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Federal	\$204,200									
(Select One)										
Total	\$204,200									
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: 80%Fed/20% State Aid Disaster or State Emergency Disaster Funds										



SRF 13321,02

December 29, 2020

Mr. Seth Greenwood, P.E.
Public Works Director
Nicollet County
1700 Sunrise Drive
St. Peter, MN56082

Subject: Proposal for Professional Services for Preparation of Plans, Special Provisions, and Engineer's Estimate for CSAH 21 Landslide Permanent Remediation Measures, New Ulm, MN

Dear Mr. Greenwood:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for slope stabilization and associated roadway repair final for CSAH 21 near New Ulm. Gale-Tec Engineering, Inc (GTE) will provide geotechnical services as part of proposal.

GTE's Geotechnical Report, dated July 16, 2020 and SRF's Roadway and Drainage Report, dated July 16, 2020, presented options for slope reconstruction within/adjacent to the landslide area. In November of 2020, the County temporarily repaired the three slope failures with riprap buttresses before the permanent slope repair can be completed. We understand that Nicollet County would like to progress with final design, permitting, and bidding.

Scope of Services

We propose to carry out the work ("Scope of Services"), set forth in Attachment B for SRF and Attachment C for GTE.

Assumptions

Assumptions are listed in the attached Scope of Services.

Schedule

We will complete this work within a mutually agreed-upon time schedule. We understand the work must be completed in a timeframe which allows for construction of improvements, though their schedules have not yet been established. We will provide a detailed schedule as appropriate to follow and meet necessary submittals/approvals/etc.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4453 | 763.475.0010 Fax: 1.866.440.6364

An Equal Opportunity Employer

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$204,200.00 which includes both time and expenses. Details of our proposed tasks are in the attached documents.

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is lgifford@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Leah Gifford
Sr. Associate



Kevin L. Swehla
Vice President

EDR

Mr. Seth Greenwood
Nicollet County

December 29, 2020
Page 3

Attachments: Standard Terms and Conditions
Scope of Services

Approved

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

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**ATTACHMENT A
STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. 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 CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

SRF Consulting Group, Inc.**Client:** Nicollet County**Project:** CSAH 21/Minnesota Rivers Slope Stabilization Final Design**Work Tasks and Person-Hour Estimates**

13321.02

Subconsultants:

<u>TASK NO.</u>	<u>SUMMARY OF TASKS</u>
1.0	Project Management
2.0	Riverine Hydraulic Design and Permitting
3.0	Civil Roadway Alternative Analysis and Final Design
4.0	Roadway Drainage Design
5.0	Environmental Review and Permitting
6.0	Right-of-Way Coordination and Survey
7.0	Bidding

Project Overview:

This Project involves preparing signed construction plans, specifications and a NEPA document for work needed to provide permanent slope stabilization and infrastructure improvements with support from Gale-Tec Engineering, Inc. Work for this project will include sheet pile wall design (approximately 600 feet long), riprap revetment design, evaluation of need for plate-beam guardrail, mill and overlay of roadway, and roadway reconstruction to correct impacts of subgrade subsidence on CSAH 21. The road reconstruction limits to be determined. The sheet pile placement shall accommodate a future roadway upgrade to current State Aid design standards. The project includes traffic control and detour route assuming a full closure is needed on CSAH 21. Deliverables for the Project will include project management, preparation of construction plans, special provisions (Division S), cost estimate, and bid package assembly, as well as a NEPA documents associated with the federal funding secured by the County. Construction administration is not included.

Depending on the desired construction date, this project may have a time-sensitive deadline for a NEPA document.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: Nicollet County
 Project: CSAH 21/Minnesota Rivers Slope Stabilization Final Design



13321.02

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR_ASSOC.	ASSOCIATE	SR_PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
1.0	Project Management <u>Assumptions:</u> - Design Schedule: February 2021 until August 2022 (15 months). Assumes bidding will occur in August for fall construction. <u>Client Deliverables:</u>									
1.1	General Day-to-Day Project Management, Administration and Work Planning, and Schedule and Coordination of Tasks	8	24	0	0	0	0	0	32	\$4,728
1.2	Attend meetings (includes four (4) virtual meetings that will be two (2) hours long each for two (2) attendees. Also includes prep time)	8	12	8	0	0	0	0	28	\$3,948
1.3	Monthly status reports	9	0	0	0	0	0	0	9	\$1,350
1.4	State Aid Submittal Coordination	4	4	4	0	0	0	0	12	\$1,680
	<u>SRF Deliverables:</u> - Monthly Invoices - Coordination Meeting Setup and Attendance - State Aid Coordination									
	SUBTOTAL - TASK 1	29	40	12	0	0	0	0	81	\$11,706
2.0	Riverine Hydraulic Design and Permitting <u>Assumptions:</u> - No-Rise is achievable - NPDES permit required - USACE Transportation Regional General Permit is required and will require variance because project will impact > 500 ft of shoreline. Assumes time for two meetings. The review process for the USACE permit is 60-90 days, however due to some slower turnaround 150 days is accounted for in the schedule. - MnDNR Public Waters permit required, fees will be paid by the County - No plant or animal surveys will be required for state or federally listed species. - Submittal of Permits via MPARS and the Joint Permit application is covered in the Permitting section below. <u>Client Deliverables:</u>									
2.1	Model update with survey data	0	2	0	0	6	0	0	8	\$912
2.2	Proposed condition modeling - update model to reflect changes to the preferred alternative	1	6	0	0	2	0	0	9	\$1,238
2.3	Revetment design - scour and stability analysis	1	4	0	4	12	0	0	21	\$2,450
2.4	Revetment detailing	4	4	0	0	16	0	0	24	\$2,836
2.5	Hydraulic memo	1	2	0	2	6	0	0	11	\$1,300
2.6	FEMA (MnDNR Floodplain Staff) and County Engineer coordination and review (Assume 'No-Rise' with MnDNR)	2	6	0	0	2	0	0	10	\$1,388

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: Nicollet County
 Project: CSAH 21/Minnesota Rivers Slope Stabilization Final Design



13321.02

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
2.7	No-Rise certification and supporting data	1	4	0	2	6	0	0	13	\$1,594
2.8	SWPPP Sheets	0	2	0	0	6	0	0	8	\$912
2.9	NPDES Permit	0	1	0	0	4	0	0	5	\$559
2.10	MnDNR Public Waters permit - hydraulic/impact figures and coordination	0	2	0	0	8	0	0	10	\$1,118
2.11	USACE TRG Permit, Variance, and Coordination	2	8	0	0	16	0	0	26	\$3,124
	<u>SRF Deliverables:</u>									
	- Final model, revetment design and details, FEMA coordination, Hydraulic Memo and 'No-Rise' Certification, SWPPP sheets, Public Waters Permit, USACE Permit									
	SUBTOTAL - TASK 2	12	41	0	8	84	0	0	145	\$17,431
3.0	Civil Roadway Alternative Analysis and Final Design									
	<u>Assumptions:</u>									
	- Project includes preparing construction plans, special provisions (Division S) and a construction cost estimate.									
	- Federal and state funding will be used, and state aid review/coordination will be needed.									
	- GIS contours will be used for work along CSAH 21.									
	- Traffic control and staging will consist of a full road closure and detour plans. SRF will coordinate with the County to assess detour routes and gain input on the final detour route.									
	- Full depth road repair will be limited to correction of failing pavement sections, mill and overlay is assumed for the length of the sheetpile wall. It is assumed that the section will be a rural road with drainage collection occurring in a swale.									
	- Road design for this project will need to meet State Aid Rural Rehab standards.									
	<u>Client Deliverables:</u>									
	- 60%, 95% and Final Submittal Review and Comment									
	- Additional State Aid Coordination									
3.1	Gopher State One Call Request - Existing Utility Coordination	0	0	2	0	8	0	0	10	\$1,070
3.2	Design conceptual future road improvement (alignment, profile, and typical section with trail) in InfraWorks that meets State Aid Design Requirements to inform wall placement. (Design will be delivered in a weblink to a 3D model. Assumes one round of review and comment.)	4	0	16	0	50	0	0	70	\$7,718

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: Nicollet County
 Project: CSAH 21/Minnesota Rivers Slope Stabilization Final Design



13321.02

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
3.3	Prepare 60% Construction Plans Plans to include the following sheets: Title Sheet Standard Plates Earthwork Tabulation and Summary Soils and Construction Notes Utility Tabulations and Plan Typical Sections Civil Details Standard Plan Sheets Alignment Plan and Tabulations Inplace Topography Removal Plans Construction Plan and Profile Drainage Plan, Profiles, Details (see Task 4) Riprap Revetment Details Contour Plan Traffic Control Plan (Including Full-Closure Detour Plan for CSAH 21) Sheet Pile Wall Plan and Details Cross Sections	2	8	20	0	126	0	0	156	\$16,914
3.4	Prepare Draft Special Provisions (Division S)	0	2	20	0	0	0	0	22	\$2,754
3.5	Prepare Preliminary Cost Estimate	0	1	4	0	8	0	0	13	\$1,463
3.6	Incorporate 60% Comments for 95% Construction Plans Plans to include the sheets above and the following sheets: Statement of Estimated Quantities Erosion Control Plan Turf Establishment Plan Signing and Striping Plan	0	0	4	0	40	0	0	44	\$4,612
3.7	Incorporate 60% Comments for 95% Special Provisions (Division S)	0	2	4	0	0	0	0	6	\$786
3.8	Incorporate 60% Comments for 95% Construction Cost Estimate	0	1	2	0	4	0	0	7	\$805
3.9	Prepare State Aid Submittal Package	2	0	8	0	10	0	0	20	\$2,314
3.10	Incorporate County and State Aid Comments for Final Construction Plans, Specifications and Cost Estimate	0	1	3	0	16	0	0	20	\$2,164
3.11	Wall Design Coordination	4	0	0	16	0	0	0	20	\$2,504
3.12	Traffic Control and Detour Plan	3	0	0	16	6	0	0	25	\$2,972
3.13	QA/QC Reviews	8	0	8	0	0	0	0	16	\$2,184
SRF Deliverables: - Engineers estimate and life span maintenance issues - Conceptual road design delivered in a web link to 3D model only (no layout, plan or profile sheets) - 60% Plans, Draft Special Provisions (Division S) and Preliminary Cost Estimate - 95% Plans, Draft Special Provisions (Division S) and Preliminary Cost Estimate - Final Plans, Special Provisions (Division S) and Cost Estimate - State Aid Submittal Package										
SUBTOTAL - TASK 3		23	15	91	32	268	0	0	429	\$48,260

SRF Consulting Group, Inc.

Client: Nicollet County

Project: CSAH 21/Minnesota Rivers Slope Stabilization Final Design

Work Tasks and Person-Hour Estimates



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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
4.0	Roadway Drainage Design <u>Assumptions:</u> - Assumes use of Atlas 14 rainfall data - Assumes standard MnDOT pipe and structures. - Pipe bedding requirements will be provided by geotechnical engineer. - Assumes no temporary drainage needs for construction staging will be needed. - Existing centerline culverts will be replaced to avoid overtopping and exact elevation will be known as it crosses the wall. Assumes three centerline culvert crossings. <u>Client Deliverables:</u>									
4.1	60% Drainage Plans Perform 60% CB spacing to meet MnDOT State Aid Criteria Design new centerline culverts (3) Verify drainage R/W and easement needs Assemble 60% drainage plans to include: -Drainage Plan (swale and culvert) -Drainage details -Sample (blank) tabulation -Draft SWPPP Sheets (hours included in permitting)	0	2	0	6	24	0	0	32	\$3,480
4.2	95% Drainage Plans and Special Provisions (Division S) and Preliminary Construction Cost Estimate Refine to 95% plans and incorporate 60% comments. Complete swale, culvert, and outlet riprap design. Include required tabulations, special details, and grading plans, and revetment design. Coordinate removal and turf establishment plans. Provide draft final quantities, prepare draft drainage related special provisions (Division S), and prepare preliminary drainage related construction cost estimate.	0	6	0	6	28	0	0	40	\$4,480
4.3	100% Drainage Plans, Special Provisions (Division S) and Construction Cost Estimate Refine plans, incorporate 95% comments, provide final signed plans and final specifications. Provide final construction cost estimate. Assemble final drainage computations including: -Existing and proposed drainage area map -Culvert design computations	2	4	0	8	16	0	0	30	\$3,488
4.4	Drainage Report containing design criteria, design computations, and drainage area layout maps for State Aid Submittal	0	1	0	4	8	2	0	15	\$1,651
4.5	QA/QC SRF's QMP will be implemented at 60%, 95%, and 100% submittals.	8	0	0	4	0	0	0	12	\$1,676
	<u>SRF Deliverables:</u> SUBTOTAL - TASK 4	10	13	0	28	76	2	0	129	\$14,775

SRF Consulting Group, Inc.

Client: Nicollet County

Project: CSAH 21/Minnesota Rivers Slope Stabilization Final Design

Work Tasks and Person-Hour Estimates



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TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
5.0	Environmental Review and Permitting <u>Assumptions:</u> - Project funding includes federal highway disaster funds; therefore, an environmental review under NEPA is required. - Project will be reviewed as a Class II action (Categorical Exclusion) under NEPA. Assumes preparation of MnDOT State Aid Short Form C-List CATEX. Assumes project falls under the MnDOT/FHWA programmatic Categorical Exclusion agreement, and FHWA review of the Short Form C-List CATEX is not required. - MnDOT State Aid Permanent Repair Categorical Exclusion form does not apply. - Because of federal highway disaster funds, project does not need to meet program year policy requirements. First draft of Short Form C-List CATEX submitted to MnDOT State Aid in Spring 2021. - Assumes project meets environmental threshold(s) under MnDOT/FHWA Categorical Exclusion Programmatic Agreement (programmatic Project Memorandum), Review and approval by MnDOT District 7 and Central Office only. - State Environmental Assessment Worksheet (EAW) is not required. Project does not meet a mandatory EAW threshold. - Section 7, Endangered Species Act (ESA) determination to be provided by MnDOT Office of Environmental Stewardship (OES). Assumes a "may affect, likely to adversely affect" determination for northern-long eared bat. Assumes a no adverse effect determination for all other listed species in Nicollet County. Written concurrence by USFWS without additional consultation. If surveys for federally-listed species are required, then additional scope will be prepared. - Assumes no adverse effect to state listed threatened or endangered species. If Department of Natural Resources (DNR) requires surveys for state-listed species, additional scope will be required. - Cultural resources review to be completed by MnDOT Cultural Resources Unit (CRU). Assumes no architectural history or archaeology surveys. Assumes a no historic properties determination from CRU, concluding the Section 106 process. - Assumes no Section 4(f) or Section 6(f)/LAWCON involvement. - Assumes no impact to farmlands. Form AD-1006 and coordination with NRCS not required. - Assumes no Phase I environmental site assessment (ESA) or Phase II investigation. Contaminated sites review to be completed for PM using MPCA on-line database (What's In My Neighborhood). - Project would not significantly affect air quality. Conformity determination not required. Assumes qualitative air quality analysis (CO hot spot screening, MSATs). - Project is considered a Type III project under 23 CFR 772. Type III projects do not require a traffic noise analysis. - Project will encroach into Minnesota River floodplain, Floodplain assessment required. - Environmental justice. Assumes no low-income and/or minority populations in study area. - No public meetings required in conjunction with the environmental review process.									

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: Nicollet County
 Project: CSAH 21/Minnesota Rivers Slope Stabilization Final Design



13321.02

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	- Design study. Assumes no design exceptions required. - Level 1 (office) wetland delineation extension to be completed during winter 2020/2021 to provide preliminary information for the NEPA process. The extension covers the project extension not covered under the original 2020 Level 1 delineation. - Level 2 (field) delineation to be completed by one SRF staff person in one site visit. - Level 2 delineation to be completed during the 2021 growing season as defined by the U.S. Army Corps of Engineers (USACE) 1987 Delineation Manual and Midwest Regional Supplement. - Nicollet County is the Minnesota Wetland Conservation Act (WCA) Local Government Unit (LGU) for the project. - Client will provide review of the wetland delineation report prior to submittal to the WCA LGU and USACE. - WCA LGU will distribute the wetland report to members of the Technical Evaluation Panel (TEP) with the WCA Notice of Application. - WCA LGU will schedule an onsite field review with members of the TEP, to be attended by one SRF staff person. - Proposed project will result in impacts to aquatic resources. - SRF will prepare a WCA/USACE Joint Application for wetland boundary/type and aquatic resource impacts (Permit Application), to be submitted to the WCA LGU and USACE at the same time as the wetland delineation report. - If wetland mitigation is required, client will obtain wetland credits from a WCA and USACE approved wetland mitigation bank (BWSR Local Road Wetland Replacement Bank). - Agency comments result in up to one revision of the Permit Application. - Wetland delineation reports will be provided in electronic (PDF) format. - Wetland delineation report and joint applications for the WCA, LGU and USACE may require up to five (5) hard copies for submittal - MPARS and Joint Permit fees paid directly by the County									
	<u>Client Deliverables:</u>									
5.1	NEPA Review	4	24	0	120	0	8	4	160	\$19,496
5.2	Level 1 (Office) and Level 2 (Field) Wetland Delineations and Reporting	2	0	0	38	0	0	0	40	\$4,822
5.3	WCA/USACE Joint Application Form (Permit Application)	2	4	0	16	0	6	0	28	\$3,404
5.4	MPARS	1	2	0	10	0	0	0	13	\$1,634
	<u>SRF Deliverables:</u>									
	- Draft and Final Project Memorandum (PM) - Level 1 Wetland Boundaries in ArcMap or CADD-compatible Format - Draft Wetland Delineation Report for Review - Final Wetland Delineation Report - Hard Copies of Wetland Delineation Report to WCA, LGU and USACE - Level 2 / Final Wetland Boundaries in ArcMap or CADD-compatible Format - WCA/USACE Joint Application Form - Hard copies of Signed WCA/USACE Joint Application Form to the WCA, LGU and USACE									
	SUBTOTAL - TASK 5	9	30	0	184	0	14	4	241	\$29,356

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: Nicollet County
 Project: CSAH 21/Minnesota Rivers Slope Stabilization Final Design



13321.02

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
6.0	Right-of-Way Coordination and Survey <u>Assumptions:</u> - County Surveyor will prepare official Legal Descriptions and ROW plats for the Project. - Only ROW Graphics and linework will be provided by SRF. - Existing ROW will be provided by the County. <u>Client Deliverables:</u> - Existing ROW Basemap									
6.1	Prepare and Review ROW Graphics	0	4	0	0	8	0	0	12	\$1,412
6.2	Coordination with Official County Surveyor	0	4	0	0	0	6	0	10	\$1,200
6.3	Survey	0	2	0	0	0	48	0	50	\$5,190
	<u>SRF Deliverables:</u> - ROW Graphics and CAD Linework - Topographic survey and associated files - Coordination with County Surveyor									
	SUBTOTAL - TASK 6	0	10	0	0	8	54	0	72	\$7,802

SRF Consulting Group, Inc.

Client: Nicollet County
 Project: CSAH 21/Minnesota Rivers Slope Stabilization Final Design

Work Tasks and Person-Hour Estimates



13321.02

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS	EST. FEE
7.0	Bidding									
	<u>Assumptions:</u>									
	- No construction administration									
	<u>Client Deliverables:</u>									
	- Bid proposal review									
7.1	Bid Proposal Assembly	2	2	0	18	0	0	0	22	\$2,736
7.2	Bid Support	2	4	0	4	0	0	0	10	\$1,364
7.3	Bidding questions and support	4	12	0	0	0	0	0	16	\$2,364
	<u>SRF Deliverables:</u>									
	- Bid proposal package									
SUBTOTAL - TASK 7		8	18	0	22	0	0	0	48	\$6,464
TOTAL ESTIMATED PERSON-HOURS		91	167	103	274	436	70	4	1145	
AVERAGE HOURLY BILLING RATES		\$150	\$147	\$123	\$119	\$103	\$102	\$68		
ESTIMATED LABOR AND OVERHEAD		\$13,650	\$24,549	\$12,669	\$32,606	\$44,908	\$7,140	\$272		\$135,794
ESTIMATED DIRECT NON-SALARY EXPENSES										\$68,406
TOTAL ESTIMATED FEE										\$204,200

ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	800	Miles @	\$0.535	\$428
REPRODUCTION:	Copy Duplication	40	Copies @	\$0.10	\$4
	Color Copies	25	Copies @	\$0.35	\$9
	Bond Prints	0	Prints @	\$6.00	\$0
	Mylar Prints	0	Prints @	\$12.00	\$0
COURTHOUSE COPIES:		0	Copies @	\$1.00	\$0
PRINTING:					\$0
NPDES PERMIT FEE:					\$400
COMMUNICATIONS:	Mail, Express, Etc.				\$68
	Cell Phone Charges	0	Minutes @	\$0.30	\$0
SUBCONSULTANTS: Gale-Tec					\$67,498
ESTIMATED DIRECT NON-SALARY EXPENSES					\$68,406

SUMMARY OF COSTS:

	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS
1.0 Project Management	\$ 4,350	\$ 5,880	\$ 1,476	\$ -	\$ -	\$ -	\$ -	\$ 11,706
2.0 Riverine Hydraulic Design and Permitting	\$ 1,800	\$ 6,027	\$ -	\$ 952	\$ 8,652	\$ -	\$ -	\$ 17,431
3.0 Civil Roadway Alternative Analysis and Final Design	\$ 3,450	\$ 2,205	\$ 11,193	\$ 3,808	\$ 27,604	\$ -	\$ -	\$ 48,260
4.0 Roadway Drainage Design	\$ 1,500	\$ 1,911	\$ -	\$ 3,332	\$ 7,828	\$ 204	\$ -	\$ 14,775
5.0 Environmental Review and Permitting	\$ 1,350	\$ 4,410	\$ -	\$ 21,896	\$ -	\$ 1,428	\$ 272	\$ 29,356
6.0 Right-of-Way Coordination and Survey	\$ -	\$ 1,470	\$ -	\$ -	\$ 824	\$ 5,508	\$ -	\$ 7,802
7.0 Bidding	\$ 1,200	\$ 2,646	\$ -	\$ 2,618	\$ -	\$ -	\$ -	\$ 6,464

\$135,794

GALE-TEC ENGINEERING, INC.

801 TWELVE OAKS CENTER DRIVE, SUITE 832
WAYZATA, MN 55391
TELEPHONE (952) 473-7193 FAX (952) 473-1492
www.gale-tec.com

Ms. Leah Gifford, P.E.
SRF Consulting Group, Inc.
Via email

November 24, 2020
Revised December 9, 2020

Re: Proposal for Geotechnical Engineering Services for Nicollet County CSAH 21
Permanent Landslide Remediation – Sheet Pile Wall Design and Bid Document
Preparation

Dear Ms. Gifford:

We are pleased to provide you with this scope of work and fee estimate for geotechnical engineering services to assist you in the above referenced project.

SRF Consulting Group, Inc., with assistance of Gale-Tec Engineering, Inc., (GTE) has been contracted by Nicollet County to prepare bid documents for permanent landslide remediation measures along CSAH 21 adjacent to the Minnesota River. The County has selected a sheet pile wall and site grading as the preferred landslide remediation alternative. The County has indicated that the design may include a widening of the CSAH 21 pavement section and potentially a bike trail. This increased section width may increase the sheet pile wall height such that a cantilever section may not be feasible, thus requiring a single or multiple row of tieback soil anchors along a portion of, or the entirety of the wall alignment. Geotechnical Engineering associated with the proposed design will include an additional subsurface exploration and sheet pile wall design, potentially with tie-back anchor design, and plan/special provision preparation associated with the sheet pile wall. GTE work tasks shall include:

- Task 1 – Project Management
- Task 2 – Subsurface Exploration
 - Site Visit/Soil Boring Layout
 - Perform 4 Soil Borings to 50ft along Wall Alignment
 - Perform Soil Laboratory Testing on Select Recovered Soil Samples
 - Perform Soil Classification and Preparing Boring Logs
- Task 3 – Sheet Pile Wall and Slope Stability Analysis
 - Review Soil Boring & Lab Testing Results
 - Perform Sheet Pile Wall Design – Cantilever and Potentially Tieback Anchor Design & Slope Global Stability Analysis on up to 3 Cross Sections
- Task 4 – Prepare Geotechnical Report summarizing Analysis Results
- Task 5 – Bid Document Preparation – Sheet Pile Wall
 - Prepare Sheet Pile Wall Plans for insertion into SRF 60% Bid Document Submittal
 - Revise Plan Sheets and Develop Sheet Pile Special Provisions for 90% Bid Document Submittal
 - Assist in Cost Revise Bid Documents to 100% Submittal

SRF Consulting Group, Inc.
Nicollet County CSAH 21 Landslide Remediation

See the attached GTE spreadsheet for hour/scope details.

GTE Fee Estimate for the Proposed Work: \$67,497.50

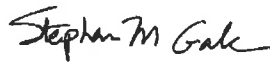
If the fee estimate is acceptable, please submit a subconsultant agreement to us for signature.

Respectfully,

GALE-TEC ENGINEERING, INC.



Nathan M. Lichty, P.E.
Project Engineer



Stephan M. Gale, P.E.
Principal Engineer

Enclosures:

Estimated Fee Spreadsheet

NML/SMG/pjk

PROPOSAL/SRF Consulting Group Inc., Nicollet County CSAH 21 Final Design, New Ulm, MN

**Nicollet County CSAH 21 Permanent Landslide Remediation - Sheet Pile Wall New Ulm, MN
Geotechnical Evaluation & Bid Document Preparation**

Labor					
	Project Engineer - Nate Lichty, P.E.	Principal Engineer - Steve Gale, P.E.	Clerical - Paula Kelly	Total	Task Total
Task 1 - Project Management	8	20	3	31	\$ 5,022.00
Task 2 -Subsurface Exploration					
Task 2.1 - Site Visit, SPT Boring and Hand Auger Layout along Alignment	4	2	0	6	\$ 950.00
Task 2.2 - Soil Classification and Prepare Boring Logs	6	2	0	8	\$ 1,240.00
Task 3 -Geotechnical Design of Sheet Pile Wall - Cantilever and Potentially Tie Back Anchor Design					
Task 3.1 - Review Soil Boring & Lab Testing Results	4	2	0	6	\$ 950.00
Task 3.2 - Perform Sheet Pile Wall Design at up to three (3) locations along Alignment	60	30	0	90	\$ 14,250.00
Task 4 - Prepare Geotechnical Report summarizing Results of Subsurface Exploration and Sheet Pile Wall Recommendations	20	10	8	38	\$ 5,182.00
Task 5 - Bid Document Preparation - Sheet Pile Wall				0	
Task 5.1 - Prepare Sheet Pile Wall Plans Sheets for Insertion into 60% Plans Set Submittal	80	40	0	120	\$ 19,000.00
Task 5.2 - Revise Sheet Pile Wall Plans Sheets and Prepare Sheetpile Special Provisions for 90% Plans Set Submittal	30	20	3	53	\$ 8,212.00
Task 5.3 - Assist SRF in Quantity/Cost Estimate and 100% Bid Document Submittal	12	8	2	22	\$ 3,328.00
	Total Hours	134	16	374	
	Hourly Rate *	\$ 145.00	\$ 185.00	\$ 54.00	
	Subtotal Labor	\$ 32,480.00	\$ 24,790.00	\$ 864.00	\$ 58,134.00

Drilling Fees	Quantity	Unit Rate	Total
Gopher State One Call/Utility meet			
Mobilization-CME 75 Truck Mounted Drill Rig for Roadway Borings	1	\$1,400.00 LS	\$ 1,400.00
Four SPT Soil Borings w/ SS Sampling , 0-25ft	100	\$17.00 per foot	\$ 1,700.00
Four SPT Soil Borings w/ SS Sampling , 25-50ft	100	\$19.00 per foot	\$ 1,900.00
Grouting Boreholes Upon Completion	200	\$8.00 per foot	\$ 1,600.00
3 inch thin Wall Samples and Extrusion	4	\$40.00 each	\$ 160.00
Clean Up and/or Cold Patch	200	\$3.00 per foot	\$ 600.00
MDH Sealing Notification Permit and Fee	1	\$150.00 LS	\$ 150.00
		Subtotal Drilling	\$ 7,510.00

Laboratory Testing Fees	Quantity	Unit Rate	Total
Hand Penetrometer	20	\$12.00 each	\$ 240.00
Unconfined Compressive Strength (ASTM D2166)	2	\$115.00 each	\$ 230.00
Direct Shear Test (ASTM D3080)	1	\$510.00 each	\$ 510.00
Moisture Content (ASTM D 2216)	10	\$20.00 each	\$ 200.00
Sieve Analysis - Passing US No. 200 Sieve	3	\$92.00 each	\$ 276.00
Dry Density (ASTM D7263)	2	\$45.00 each	\$ 90.00
Atterberg Limits (ASTM D4318)	1	\$135.00 each	\$ 135.00
		Subtotal Laboratory Testing	\$ 1,681.00

Expenses - Gale-Tec Engineering Inc		
Task	Total	
1. Mileage - Site Visits and Meetings (300 miles @ \$0.575/mile)	\$ 172.50	
Subtotal Expenses	\$ 172.50	

TOTAL FEE & EXPENSES -GEOTECHNICAL	\$ 58,306.50
DRILLING AND LABORATORY FEES	\$9,191.00
TOTAL	\$ 67,497.50

Notes

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Consider Final Payment for 2020 Aggregate Materials Project		
Primary Originating Division/Dept.: Public Works-Highway Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng. Amount of Time Requested 5 minutes Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Meeting Date: 02/09/2021 Item Type: Regular Agenda (Select One)	
	Attachments: ☐ Yes ☒ No	
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets		
BACKGROUND/JUSTIFICATION: Work has been completed on the 2020 Aggregate Materials Project and the Contractor has returned all project documentation for project closeout. Final Payment Amount \$19,017.29		
Supporting Documents: ☐ Attached ☒ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approve final payment amount of \$19,017.29 for the 2020 Aggregate Materials project to Timm's Trucking, Inc.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = \$19,017.29 Grant (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total \$19,017.29	

**NICOLLET COUNTY, MINNESOTA
BID ABSTRACT**

FOR: 2020 AGGREGATE MATERIALS

BID LETTING DATE & TIME: 07/20/20 at 11:00 A.M.

BIDDER	Engineer's Estimate	Ferguson Brothers Excavating, Inc.	Mathiowetz Construction Co.	Ulland Brothers	Timm's Trucking, Inc.
ADDRESS		2050 County Road 82 NW	30676 Co Rd 24	2400 Myers Road	24366 Holland Ave.
CITY, STATE, ZIP		Alexandria, MN 56308	Sleepy Eye, MN 56085	Albert Lea, MN 56007	Morristown, MN 55052
BID ITEMS:					
55,000 CY Common Excavation (EV)	\$4.00/CY	\$2.60/CY	\$2.54/CY	\$3.00/CY	\$0.67/CY
45,000 Tons Stockpile Aggregate Surfacing Class 5MOD	\$4.25/Ton	\$5.23/Ton	\$8.50/Ton	\$4.50/Ton	\$3.94/Ton
12,000 Ton Sand 3/8" Minus	\$2.50/Ton	\$2.21/Ton	\$2.73/Ton	\$2.90/Ton	\$2.18/Ton
TOTAL BID	\$441,250.00	\$404,870.00	\$554,960.00	\$402,300.00	\$240,310.00

I hereby certify that this is an exact reproduction of bids received.

Certified By: *Scott Ruesswood*

License No. *44184*

Date: *7-20-2020*

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:						
Government Center Reopening						
Primary Originating Division/Dept.: Administration	Meeting Date: 02/09/2021					
Contact: Ryan Krosch Title: County Administrator	Item Type: Regular Agenda (Select One)					
Amount of Time Requested 10 minutes						
Presenter: Title:	Attachments: ☐ Yes ☒ No					
County Strategy: Programs and Services - deliver value-added quality services (Select One)						
BACKGROUND/JUSTIFICATION: I would like to discuss with the Board the possibility of reopening the Government Center for walk-up service for our License Center.						
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) January 19 workshop						
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A						
ACTION REQUESTED:						
<table border="0"> <tr> <td> FISCAL IMPACT: Other (Select One) If "Other", specify </td> <td> FUNDING County Dollars = Grant (Select One) </td> </tr> <tr> <td> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td> Total </td> </tr> </table>			FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total					

OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
January 26, 2021

The Nicollet County Drainage Authority met in regular session on Tuesday, January 26, 2021 at 9:00 a.m. with Chair Terry Morrow presiding. Commissioners Marie Dranttel, John Luepke, Jack Kolars, Denny Kemp and Terry Morrow were present. Also present were County Administrator Ryan Krosch, Recording Secretary Sarah Frahm and County Attorney Michelle Zehnder Fischer.

The meeting was held via teleconference pursuant to Minnesota Statute 13D.021 due to the coronavirus pandemic. Zoom meeting technology was used to conduct the meeting.

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the consent agenda items as follows: approval of the January 5, 2021 Drainage Authority minutes and the January 12, 2021 Special Drainage Authority minutes. Motion carried with all voting in favor on a roll call vote.

Closed Meeting

County Ditch 62A Improvement Project

At 9:05 a.m. Chair Morrow moved to a closed session of the Drainage Authority, as permitted under Minnesota Statute §13D.05, Subdivision 3(b), to discuss potential litigation regarding the improvement project on Nicollet County Ditch 62A. Individuals attending the closed meeting were: Commissioners Denny Kemp, Marie Dranttel, Terry Morrow, Jack Kolars and John Luepke; County Attorney Michelle Zehnder Fischer; County Administrator Ryan Krosch, County Engineer Seth Greenwood; Ditch Inspector Nate Henry, Public Services Manager Jaci Kopet and Attorney Roger Justin.

Consider Approval of the Lametti & Sons, Inc. Contract for Nicollet County Ditch 86A (CD 86A)

Public Services Manager, Jaci Kopet, appeared before the Board to request approval of the Lametti & Sons, Inc. contract for CD86A.

Lametti & Sons, Inc. was awarded the bid for the improvement project for CD86A on November 24, 2020. Manager Kopet provided a brief overview of the contract that was reviewed by County Attorney Zehnder Fischer.

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to approve the Lametti & Sons, Inc. contract for CD86A, including all contract documents referenced in Article 7 of the contract. Motion passed 4-0 in favor on a roll call vote with Commissioner Luepke abstaining.

Chair Morrow adjourned the meeting at 9:30 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

RYAN KROSCH
CLERK TO THE BOARD

Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item:

Consider ditch repair report 21-001

Primary Originating Division/Dept.: Public Works

Meeting Date: 01/09/2021

Contact: Nate Henry

Title: Drianage Inspector

Item Type:
(Select One) Consent Agenda

Amount of Time Requested 0 minutes

Presenter: Nate Henry

Title: Drianage Inspector

Attachments: ☒ Yes ☐ No

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

BACKGROUND/JUSTIFICATION:

See attached ditch repair report

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Drainage Authority Action Taken on this Item: ☐ Yes ☒ No

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

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

ACTION REQUESTED:

Approve ditch repair report 21-001

FISCAL IMPACT: Other
(Select One)

If "Other", specify

FUNDING

Drainage Authority Dollars =

Other \$6,000.00
(Select One)

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

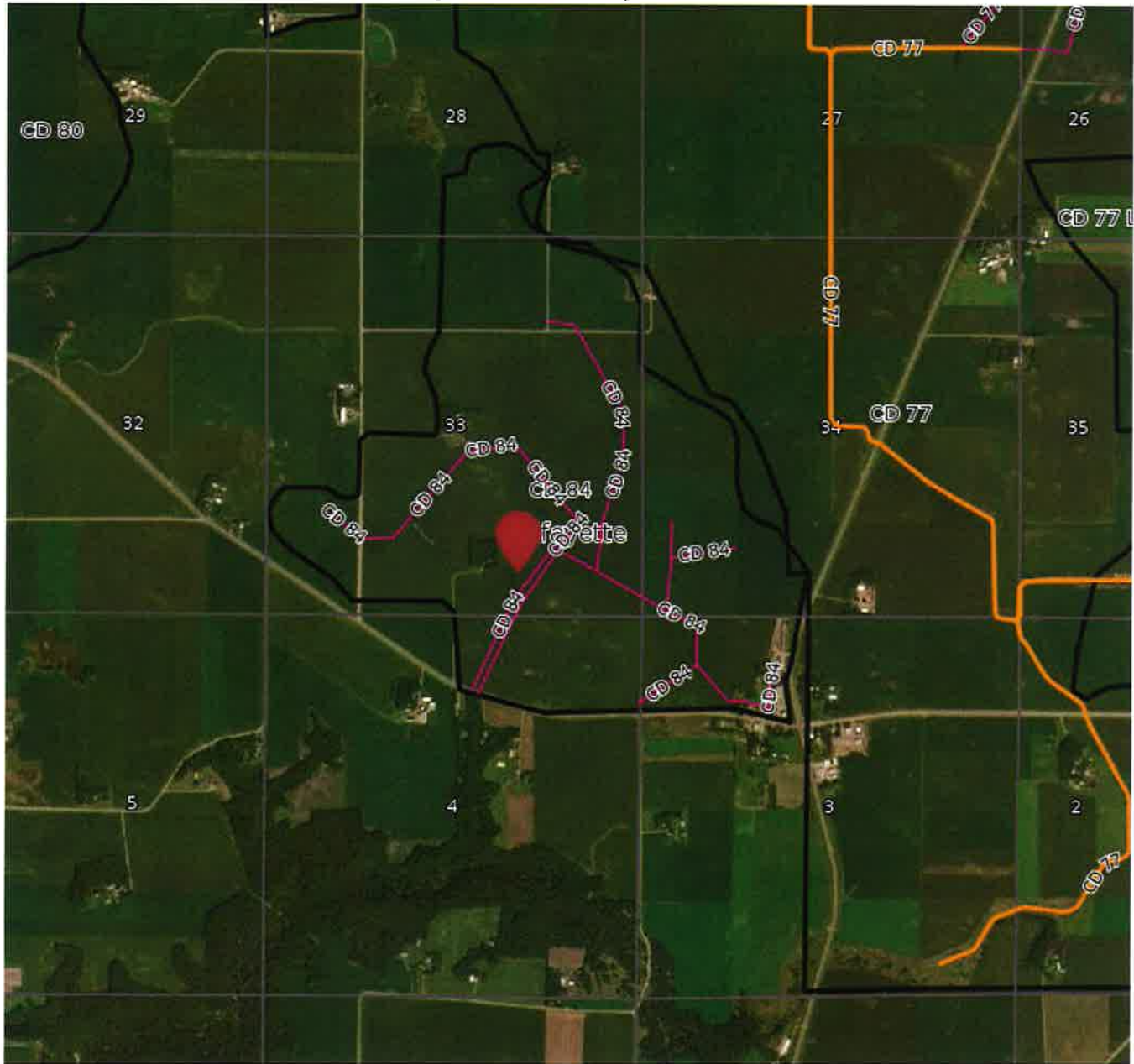
Total \$6,000.00

Related Financial/FTE Comments:

NICOLLET COUNTY
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 84 Repair #21-001



▼ Municipalities	▼ Public Drainage Systems	▼ Drainage System Watersheds
▼ Townships	Open Ditch	▼ Roads
▼ Sections	Shallow Ditch	Interstate
▼ County Boundary	Tile	U.S. and State Hwy
▼ Parcels	▼ Streams	CSAH
	Protected Natural	County Road
	Protected Altered	Township Road
	Other Perennial/Intermittent	City Street
	▼ Private Drainage	
	Drainage Outlet	
	Open Ditch	

**NICOLLET COUNTY
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

OVERVIEW

Date Repair Was Created:	2021-02-02	Branch:	main
Problem/Proposed Work:	The landowner is requesting the ditch system televising the two main tile lines draining south of the manhole structure to look for any collapses or blockages. Empire pipe service of North Mankato will do the televising of the two tile lines.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	5	Township:	Lafayette
Twp:	111N	Range:	30W
Section:	33	Qtr-Qtr Section:	
Latitude:	44.372981	Longitude:	-94.436009
Parcel Number:	0433400004		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
NATHAN GIESEKE	1126 LINCOLN AVE SAINT PAUL MN 55105	

LANDOWNER

Name	Address	Phone
NATHAN GIESEKE	1126 LINCOLN AVE SAINT PAUL MN 55105	

STATUS LOG

Action	Date	Initials	Notes
For Review	02/09/2021	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2021-02-02	Sample Vendor	6000.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
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Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item: Reimbursement Resolution for CD86A Improvement Project		
Primary Originating Division/Dept.: Public Services Contact: Jaci Kopet Title: Public Services Manager Amount of Time Requested 5 minutes Presenter: Jaci Kopet Title: Public Services Manager	Meeting Date: 02/09/2021 Item Type: Regular Agenda (Select One)	
		Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Attached is a Reimbursement Resolution for your consideration regarding the bonding and expenses that will be paid for the CD86A improvement project that was recently approved. It is the intent that Nicollet County will be bonding for this project, but not until we have firm numbers on the cost of the project. This Reimbursement Resolution is in effect for 18 months after payments made by the county.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Drainage Authority Action Taken on this Item: ☐ Yes ☒ No If yes, when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of Resolution		
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING Drainage Authority Dollars = Grant (Select One) Total	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		



**NICOLLET COUNTY, MINNESOTA
RESOLUTION DECLARING THE OFFICIAL INTENT OF
NICOLLET COUNTY TO REIMBURSE
CERTAIN EXPENDITURES FROM THE PROCEEDS
OF BONDS TO BE ISSUED BY THE COUNTY**



WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, Nicollet County, Minnesota (the "County") expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of a tax-exempt bond; and

WHEREAS, the County has determined to make this declaration of official intent (the "Declaration") to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF NICOLLET COUNTY, MINNESOTA AS FOLLOWS:

1. The County proposes to undertake the CD86A Improvement Project which includes the construction of certain improvements to ditches located in the County (the "Project").
2. The County reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of bonds in an estimated maximum principal amount of \$2,300,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.
3. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of an issue; or (c) "preliminary expenditures" up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the County to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.
4. This Declaration is an expression of the reasonable expectations of the County based on the facts and circumstances known to the County as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the bonds described in paragraph 2 are consistent with the County's

budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the County are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the County's budget or financial policies to pay such Project expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Approved by the Board of Commissioners of Nicollet County, Minnesota this 9th day of February, 2021.

Terry Morrow, Nicollet County Board Chair

Attest:

Clerk to the County Board