

Board of Commissioners Agenda

August 23, 2022

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

Commissioners: Marie Dranttel- Board Chair; Jack Kolars- Vice Chair; John Luepke; Terry Morrow; David Haack

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

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
 - a. [August 9, 2022 Board Minutes](#)
 - c. Approval of Bills
5. Public Appearances

9:05 a.m. 6. Human Resources

- a. [Amazon Business Account Policy](#)
- b. [Gallagher Benefits Consulting Agreement](#)
- c. [Classification and Compensation Study – Additional Data](#)

This portion of the meeting is closed for labor negotiations pursuant to Minnesota State Statutes Chapter 13D.03:

- d. [Licensed Union Contract for 2022](#)

10:00 a.m. 7. PPSD – Property Services

- a. [August 15, 2022 Planning & Zoning Advisory Commission Meeting](#)
- b. [Set Public Hearing Date for the Floodplain Ordinance Amendment and Zoning Map Amendment](#)

10:10 a.m. 8. Administration

- a. [Open Door Health Center Letter of Support](#)

10:15 a.m. 9. Attorney

- a. [South Central HRA Operating Deficit Acknowledgement, Amendment, and Consent Agreement](#)

10:25 a.m. 10. County Attorney Update

11. Chair's Report
12. Commissioner Committee Reports
13. Commissioner Meetings & Conferences
14. Approve Per Diems and Expenses

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity. Accountability. Efficiency. Innovation.

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15. Adjourn Board of Commissioners Meeting

10:20 a.m. Call Drainage Authority Meeting to Order: Chair Dranttel

1. Approval of Agenda
2. Approval of Consent Agenda:
 - a. [August 9, 2022 Drainage Authority Minutes](#)
 - b. [Consider Ditch Repair Reports 22-001 through 22-005](#)
3. Public Appearances

10:25 a.m. 4. Public Works

- a. [Consider Ditch Repair Report 22-006](#)

5. Adjourn Drainage Authority Meeting

Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners. Meetings with a quorum of Nicollet County Board of Commissioners expected to attend is noted with an asterisk (*).

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or mandy.landkamer@co.nicollet.mn.us.

August 2022:

August 23 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter*

August 23 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter*

~~August 25 – Budget Workshop #1, 8:30 a.m. – 12:00 p.m.; Nicollet County Board Room, St. Peter~~ **Cancelled**

August 31 – Budget Workshop #2, 8:30 a.m. – 12:00 p.m.; Nicollet County Board Room, St. Peter

September 2022:

September 7 – Budget Workshop #3, 8:30 a.m. – 12:00 p.m.; Nicollet County Board Room, St. Peter

September 13 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter*

September 13 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter*

September 14 – Adolescent Chemical Wellness Advocates (ACWA) Community Night Event; 5:00 pm – 7:30 p.m.; St. Peter High School

September 14 – AMC Policy Conference; September 14-16; Arrowwood Resort, Alexandria

September 19 – North Mankato HHS Building Open House; 1:00 – 4:00 p.m.; 2070 Howard Dr., North Mankato

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- September 19 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m.; Nicollet County Board Room, St. Peter *
- September 20 – Individual Department Head Meeting – Technologies, 8:15 a.m.; Nicollet County Board Room, St. Peter*
- September 20 – Board of Commissioners Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter*
- September 21 – Nicollet County Wellness Fair; Time TBD; St. Peter
- September 23 – BNEH Full Board Meeting, 9 a.m.; New Ulm Law Enforcement Center, 15 S Washington St, New Ulm*
- September 27 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter*
- September 27 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter*

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AUGUST 9, 2022
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, August 9, 2022, at 9:00 a.m. Commissioners Marie Dranttel, Jack Kolars, John Luepke and David Haack were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

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 Haack and seconded by Commissioner Luepke to approve the consent agenda items as follows:

1. July 26, 2022 Board Meeting Minutes;
2. Acknowledgement of the Auditor's Warrants, and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$531,177.55;
 - b. Road & Bridge Fund - \$25,457.58;
 - c. Human Services Fund - \$237,869.41

Motion carried with all voting in favor on a roll call vote.

Public Appearances:

There were no public appearances.

Human Resources

Employee Recognition Event Resolution

Director Larson shared a resolution with the Board to approve using County funds to pay for the remainder of the Employee Recognition Event. The majority of the event costs have been covered by the South Central Service Cooperative wellness funds as well as additional Public Health Emergency Preparedness recovery funds.

Motion by Commissioner Luepke and seconded by Commissioner Haack to approve the Employee Recognition Resolution. Motion carried with all voting in favor on a roll call vote.

Public Works

Consider Award of SAP 052-599-027

Director Greenwood discussed the results of the bid opening that occurred on August 8, 2022. Holtmeier Construction came in at the low bid of \$1,064,118.90, which was over the original engineer's estimate by around \$319,000. The bids are related to the culvert replacement project in Belgrade Township on Kerns Dr. Because the structure is located in the township and is large enough to meet the definition of a bridge, much of the project cost will be covered by township aid road and bridge funds. The only additional township expense will be the right-of-way costs. Director Greenwood recommends approving the project due to the urgent need of the railing box culvert.

Motion by Commissioner Kolars and seconded by Commissioner Luepke to accept the bid of Holtmeier Construction for Project SAP 052-599-027 as presented. Motion carried with all voting in favor on a roll call vote.

County Attorney Update:

Assistant County Attorney James Dunn shared that their office was recently involved with both Courtland and North Mankato's Night to Unite events. The Attorney's Office will also have a booth at the Nicollet County Fair for fraud prevention. Finally, Amanda Dorholt will be starting next week as an Assistant County Attorney.

Chair's Report

- 1W1P (One Watershed One Plan)
- Class & Comp Study

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Jack Kolars

- Class & Comp Study
- AMC Research Committee

Commissioner David Haack

- MRCI Board
- HRA meeting

Approve Per Diems and Expenses

Motion by Commissioner Luepke and seconded by Commissioner Haack 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

Motion by Commissioner Haack and seconded by Commissioner Luepke to adjourn the meeting. Motion carried with all voting in favor on a roll call vote. The meeting adjourned at 9:27 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Amazon Business Account Policy	
Primary Originating Division/Dept.: Human Resources Contact: Kristy Larson Title: HR Director Amount of Time Requested 10 minutes Presenter: Kristy Larson Title: HR Director	Meeting Date: 08/23/2022 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No
County Strategy: Collaborative Workplace - sustain the core values of our culture (Select One)	
BACKGROUND/JUSTIFICATION: Nicollet County has established an account with Amazon that allows an option to purchase supplies and take advantage of our tax-exempt status. It is an option in addition to Innovative and other vendors with whom Nicollet County has tax-exempt accounts. The purposes of this policy are to 1) restrict the use of the account and 2) to ensure responsible use of taxpayer funds. The policy lays out the guidelines for Amazon purchases, and states that these purchases must only be made by authorized staff.	
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 Authorized Use of the Nicollet County Amazon Business Account Policy	
FISCAL IMPACT: No fiscal impact (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



Authorized Use of the Nicollet County Amazon Business Account Policy

The purposes of this policy are to restrict use of the Nicollet County Amazon Business Account and to ensure responsible use of taxpayer funds. The Amazon Business Account is available to Nicollet County and allows staff to purchase items tax-exempt. Although this is an acceptable vendor to purchase products from, many factors need to be considered before making the purchase. The information below will assist staff with the purchase.

- 1) Staff shall review the Innovative website as the first option to purchase supplies and products. Innovative offers next-day delivery if ordered by a certain time and there is no delivery fee.
- 2) In the event Innovative does not offer the required product (or comparable alternative) or staff is aware of a reduced rate, Amazon may be utilized provided the following factors have been considered:
 - a. The total cost (item and delivery fee) does not exceed the cost of the product from Innovative. The Business Account only offers free shipping on purchases above \$25. Proposed purchases less than \$25 shall not be processed or should be delayed until the total cost equals or exceeds \$25.
 - b. Payment of the company invoice shall occur with the completion of a county voucher. The invoice and voucher are then forwarded to the Finance Department for final payment.

Only authorized staff shall order from Amazon using the County's business account. Administration shall maintain a list of authorized staff.

Failure to adhere to the policy may be cause for discipline or removal from the list of authorized staff. Use of the Amazon Business Account for personal or non-county purchases IS PROHIBITED by all County staff.

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Gallagher Benefits Consulting Agreement	
Primary Originating Division/Dept.: Human Resources	Meeting Date: 08/23/2022
Contact: Kristy Larson Title: HR Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested 10 minutes	
Presenter: Kristy Larson Title: HR Director	Attachments: ☒ Yes ☐ No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)	
BACKGROUND/JUSTIFICATION: At the April 2022 Board Workshop, we agreed to move forward with changing our insurance broker from National Insurance Services to A. J. Gallagher. For a variety of reasons, such as firm size, range of expertise, and experience with public sector organizations, we believe Gallagher is a better fit for us. Regarding cost, we will pay exactly the same rates for service from Gallagher as we are from NIS (0.75% medical insurance premiums, \$5 per member for dental insurance).	
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 Gallagher Consulting Agreement	
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made by and between Gallagher Benefit Services, Inc., ("**Gallagher**") and Nicollet County ("**Client**").

Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, Client and Gallagher agree as follows:

1. Engagement of Services

Client hereby engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor for Client.

2. Term and Termination

The Effective Date of this Agreement is January 1, 2023. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date. Either party may terminate this Agreement, with or without cause, by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. Compensation

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fees paid by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable, if any, to it by each insurance company at the time it presents rates to Client. The parties hereby agree that any Direct Client Fees for Consulting Services specified under Exhibit B shall be increased by an amount not to exceed three percent (3%) annually after the initial Consulting Period under this Agreement, unless otherwise agreed to by Gallagher. Client is responsible for payment of Gallagher's fees (if applicable) within thirty (30) days of invoice receipt. Any amounts not paid when due will accrue interest at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement.

4. Performance and Scope

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law. Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and Federal securities laws and implementing regulations) and, to the extent that Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor to Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited to insure Client's risks. The final decision to choose any insurance company has been made by Client in its sole and absolute discretion. Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. To the extent any additional administrative, claims representative or other services are required, the parties may enter into a separate agreement covering such additional services.

5. Confidentiality

(a) Confidential Information.

(i) As used in this Agreement, "**Confidential Information**" means any nonpublic, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

(ii) The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

(iii) Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

(b) HIPAA Privacy. Gallagher and Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, Client, as a representative of the health plans, and Gallagher will enter into a separate Business Associate Agreement.

(c) Minnesota Data Practices Act. Further, Gallagher, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable laws, rules, regulations and orders relating to data or the privacy, confidentiality, or security of data. For clarification and not limitation, Client hereby notifies Gallagher that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Agreement. Gallagher shall promptly notify Client when Gallagher becomes aware of any potential claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

(d) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

(e) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the "**Aggregated Data**"). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher's business to provide internal claims and statistical type analysis for its consulting services practice. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client's identity or its Confidential Information; (ii) sell any such

Aggregated Data; or (iii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client. For the avoidance of doubt, all such Aggregated Data is derived from statistical type data pertaining to all of Gallagher's clients and not one individual Client. All Aggregated Data is de-identified and does not include any specific Client data or Client Confidential Information. Once the Client data becomes part of Aggregated Data, it is scrubbed of all identifying information.

(f) Data Security

(i) Gallagher is solely responsible for any authorized or unauthorized collection, storage, disclosure and use of, and access to Client's Data or Client's Confidential Information in its possession or in the possession of its service providers, contractors, or agents. Accordingly, if Gallagher or any of its service providers, contractors, third-parties or agents has access to Client's Data or Client's Confidential Information, Gallagher shall implement and maintain, or ensure that its service providers, contractors, third-parties or agents implement and maintain, administrative, physical and technical safeguards ("**Safeguards**") that prevent any collection, use or disclosure of, or access to, Client's Data and/or Client's Confidential Information that this Agreement does not expressly authorize, including, without limitation, an information security program that meets best industry practice to safeguard such Client's Data and/or Client's Confidential Information. Such information security program would include: (i) adequate physical security of all premises in which Client's Data and/or Client's Confidential Information will be processed and/or stored; (ii) reasonable precautions taken with respect to the employment of and access given to any and all personnel furnished or engaged, directly or indirectly, by Gallagher to perform any part of the services hereunder; and (iii) an appropriate network security program, including encryption or other secure form approved in advance by Client, of any Client's Confidential Information, or any other Client's Data that is collected, processed, transmitted, stored, accessed, processed or maintained by Gallagher or its service providers, contractors, third-parties or agents on its or their networks, systems, and premises (collectively, the "**Gallagher System**"). Such network security program shall include, without limitation, (a) appropriate access controls and data integrity controls, including without limitation, ensuring that (i) authentication credentials have an expiration period that allows time for the transfer of data, but are not continuously left open; (ii) password complexity standards are implemented to protect Client's Data and/or Client's Confidential Information from malicious access; and (iii) a process is implemented to log individual access to Client's Data and/or Client's Confidential Information; (b) testing and auditing of all controls; and (c) appropriate corrective action and incident response plans. Gallagher must maintain an acceptable level of security certification or assessment by a qualified third party. Such certifications applicable to the Gallagher System shall be provided as described in sub-section (d) below to Client as reasonably requested, provided the requisite non-disclosure agreement has been executed by Client.

(ii) Gallagher shall within seventy-two (72) hours after confirmation of a breach has been identified, notify Client of (a) any actual breach of security of the Gallagher Systems; (b) any actual unauthorized access to or acquisition, use, loss, destruction, alteration, compromise or disclosure of any Client's Data or Client's Confidential Information on Gallagher Systems, or (c) any circumstance pursuant to which applicable law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (each, a "**Security Breach**"). In the event of a Security Breach, Gallagher shall (i) promptly provide to Client a summary description of the incident, the Client's Data and/or Client's Confidential Information accessed, the identity of affected third parties, if any, and such other information as Client may request concerning the Security Breach; (ii) assist Client in investigating, remedying and taking any other action Client deems necessary regarding any Security Breach and any dispute, inquiry or claim that concerns the Security Breach; (iii) shall take prompt actions that such Security Breach or potential Security Breach will not recur; and (iv) cooperate with Client and any law

enforcement or regulatory official investigating such Security Breach. Notwithstanding the foregoing, to the extent not prohibited by applicable law, Client shall make the final decision on notifying Client customers, users, employees, service vendors and/or the general public of such Security Breach. If a notification to Client's customers or users is required under any applicable law, guidelines or best practice, then in addition to all other costs arising out of or in connection with such Security Breach, and without prejudice to all other rights and remedies available to Client under this Agreement, at law or in equity, Gallagher shall reimburse Client for all reasonable notification related costs and other expenses incurred by Client arising out of or in connection with any such Security Breach. The obligations of Gallagher set forth in this paragraph shall be in addition to, and are not intended to supersede, any obligations of Gallagher set forth in the Business Associate Agreement entered into by the parties.

(iii) At Client's request, and upon its execution of the requisite non-disclosure agreement, Gallagher will provide Client with a WebEx conference call generally outlining its data privacy, security, and disaster recovery policies and procedures that apply to the Client's Data and/or Client's Confidential Information provided for, or resulting from the services provided under this Agreement. In the event Gallagher has any security reviews of its own systems, including vulnerability and penetration assessments, it will give Client an attestation of such reviews.

(iv) As of the Effective date of this Agreement, Gallagher is not SSAE18 Type II certified. However, upon Gallagher receiving such certification, and only upon Client's execution of the requisite non-disclosure agreement, Client shall have the right to obtain a copy of Gallagher's annual SSAE18 Type II Audit Report, or its equivalent upon request, for each Gallagher owned data center location from which the services under this Agreement are provided. Client agrees that all information or reports shared with Client by Gallagher shall be considered Gallagher Confidential Information and shall not be disclosed by Client to any third-party (including Client's independent auditors) without Gallagher's prior written approval. Gallagher will bear all costs and expenses associated with obtaining and delivering Annual SSAE18 Type II Audit Reports. Client understands that Client Data may reside with a third-party data center provider subcontracted by Gallagher, and to the extent Client wishes to obtain equivalent type reports from such third-party provider, Client must make the necessary request directly from the third-party provider, as such reports would be considered third-party confidential information Gallagher is not permitted to provide to Client.

(v) Gallagher will, for a minimum period of sixty (60) days following the termination of this Agreement, maintain Client's Data and Client's Confidential Information that is residing on its servers as of the date of termination. Upon the written request of Client as permitted herein, Gallagher will as soon as is reasonably practicable, return a copy of Client's Data and Client's Confidential Information in a manner determined by Client. Gallagher will also delete all Client production and test environments from Gallagher servers and verify such deletion in writing to Client. However, Gallagher may retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product, and in accordance with legal disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups). Gallagher acknowledges that Client shall have the right to terminate this Agreement immediately, without further payment to Gallagher, and without prejudice to Client's rights and remedies under this Agreement, in the event that Gallagher uses or permits the use of Client's Data or Client's Confidential Information other than as permitted in connection with the performance of the services under this Agreement, or if there is otherwise a breach in any Client's Data or Client's Confidential Information.

6. Indemnification Rights and Limitation of Liability

(a) Indemnification. Each party agrees to defend, indemnify and hold the other party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying party's: (i) breach of any representation, warranty or covenant made by such party hereunder, or (ii) negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, special, exemplary, reliance, consequential or punitive damages, or for any attorneys' fees other than as described in Section 6(a) above (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise). Furthermore, unless otherwise noted in Exhibit A, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$1,500,000. This provision applies to the fullest extent permitted by applicable law.

(c) Insurance Requirements. Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.

All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

7. Notices

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: Nicollet County
 Attention: Kristy Larson
 501 South Minnesota Avenue
 St. Peter, MN 56082

If to Gallagher: Gallagher Benefit Services, Inc.
 Attention: Mike O'Brien
 3600 American Blvd. W. Suite 500
 Bloomington, MN 55431

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Minnesota without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

(g) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

(h) Assignment. This Agreement shall apply to and bind the successors and assigns of the parties hereto, including, in the event of a party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall be not be assignable by either party, except with the prior written consent of the other party; provided, however, that either party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such party's obligations hereunder.

(i) Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the parties hereto and delivered to the other party.

(j) Records – Availability/Access. Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, Client, the State Auditor, or any of their authorized representatives, upon prior reasonable advanced written notice, at Client's expense, at any time during normal business hours without unreasonably interfering with such normal business operations, as often as reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Gallagher and involve transactions relating to this Agreement. Gallagher shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

(k) Independent Contractor. Gallagher shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting Gallagher as the agent, representative, or employee of Client for any purpose. Gallagher is and shall remain an independent contractor for all services performed under this Agreement. Gallagher shall secure at its own expense all personnel required in performing services under this Agreement. Gallagher's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with Client and will not be considered employees of Client. Client shall not be responsible for any claims related to or on behalf of any of Gallagher's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against Gallagher, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from Client, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

(l) Non-Discrimination. In accordance with Client's policies against discrimination, Gallagher shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

(m) Survival of Provisions. Sections 3, 5, 6, and 8 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

NICOLLET COUNTY

By: _____

Name: Marie Dranttel

Title: Board Chair

Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: Mike O'Brien

Title: Area President

Date: _____

EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an "as needed" basis:

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Employee contributions
- Large claims tracking
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Dollars saved by contract negotiation

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND REGULATORY COMPLIANCE SUPPORT:

- Provide legislative updates, including Compliance Alerts, Webinars, Technical Bulletins and Directions newsletter
- Evaluate plan design to assist with compliance with state and federal regulations

- Provide general information and guidance to assist with compliance with ERISA, ACA, COBRA, HIPAA and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE:

- Provide assistance to Client's HR/benefits contacts to help with resolving carrier service issues

COMMUNICATION MATERIALS:

- Provide annual open enrollment guidance and employee meeting materials
- Assist with participant wellness initiatives, as directed by Client

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

**EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT**

Line of Coverage / Service	Company	Commission ^{1&2}	Third Party Compensation	Direct Client Fees ³	Effective Date
Health Insurance	MHC w/Medica	0.75%	n/a	\$0	01/01/2023
Dental Insurance	Delta Dental of MN	\$5.00 per contract per month	n/a	\$0	01/01/2023

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and/or vendor services and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and Gallagher⁵, and the disclosure requirements under ERISA §408(b)(2), as amended by Div. BB, Title II, §202 of the Consolidated Appropriations Act, 2021. Disclosure must be made to responsible plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit
www.ajg.com/compensation. In the event a client wishes to register a formal complaint
regarding compensation Gallagher receives, please send an email to
Compensation_Complaints@ajg.com.

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

² Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, please contact your dedicated Gallagher advisor or refer to the [Gallagher Global Standards of Business Conduct](#).

³ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Classification and Compensation Study - Additional Data		
Primary Originating Division/Dept.: Human Resources	Meeting Date: 08/23/2022	
Contact: Kristy Larson Title: HR Director	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 15 minutes		
Presenter: Kristy Larson Title: HR Director	Attachments: ☒ Yes ☐ No	
County Strategy: Collaborative Workplace - sustain the core values of our culture (Select One)		
BACKGROUND/JUSTIFICATION: As you know, a classification and compensation study is underway. Part of this study is to collect salary and benefits data from comparable organizations. Two significant organizations that we requested data from did not respond. The project team and I believe that it is important to include this information in our study in order to have results that are relevant to Nicollet County. Our consultant on this study, A.J. Gallagher, can datamine the information and include it in the study. There is, however, an additional cost for this additional work in the amount of \$3,000.		
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) 02/08/2022		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approve the Classification and Compensation Agreement with Gallagher		
FISCAL IMPACT: Other (Select One) If "Other", specify ARPA Funds	FUNDING County Dollars = Grant (Select One) Total	3,000
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		



Insurance | Risk Management | Consulting

August 5, 2022

Kristy Larson, IPMA-HR CP, SHRM CP
Human Resources Director
Nicollet County Government Center
501 South Minnesota Avenue
St. Peter, MN 56082

Dear M2. Larson:

Based on our discussion on July 29, 2022 regarding the collection of more market data, the County agreed to the additional \$3,000 cost. Please review the attached agreement and sign. Per our conversation we have already proceeded, and are on track.

Should you require any further information or have questions regarding our quote, please contact Mike Verdoorn at (651) 234-0845 or mike_verdoorn@ajg.com, and August Zhu at (651) 234-0844 or August_Zhu@ajg.com.

Sincerely,

Mike Verdoorn, MA-HRIR
Managing Principal



Insurance | Risk Management | Consulting

AGREEMENT

After having reviewed the proposal prepared by Gallagher for Compensation Consultant Services for collection of additional market data and add the cost below to the original project cost.

Nicollet County, MN

We, the undersigned, being the authorized officers of our respective organizations, do hereby indicate our acceptance in principle and our general intent to proceed with the following project(s):

☐ Additional Market data collection: \$3,000

We both understand that the total price is firm for all project components outlined in this proposal. Gallagher will invoice the organization as indicated in the Project Fees section included in this proposal, and a schedule of payments is outlined. Upon execution, this proposal becomes a Project Assignment.

Being duly authorized officers of our respective corporations, we agree to the terms specified in this proposal.

Gallagher Benefit Services, Inc.

By: 

Date: August 5, 2022

Michael Verdoorn, Managing Principal

Nicollet County, MN

By: _____
Authorized Signee

Date: _____

Name: _____

Date: _____

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Licensed Union Contract for 2022	
Primary Originating Division/Dept.: Human Resources Contact: Kristy Larson Title: HR Director Amount of Time Requested 15 minutes Presenter: Kristy Larson Title: HR Director	Meeting Date: 08/23/2022 Item Type: Regular Agenda (Select One)
Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: This portion of the meeting is closed for labor negotiations pursuant to Minnesota Statutes Chapter 13D.03 to discuss the Licensed Union Contract for 2022.	
Supporting Documents: ☐ Attached ☒ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Approve the Licensed Union Contract for 2022	
FISCAL IMPACT: Included in current budget (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:

August 15, 2022 Planning & Zoning Advisory Commission Meeting

Primary Originating Division/Dept.: PPSPD- Property Services

Meeting Date: 08/23/2022

Contact: Spencer Crawford

Title: Zoning Administrator

Item Type: Regular Agenda
(Select One)

Amount of Time Requested: 5 minutes

Presenter: Spencer Crawford

Title: Zoning Administrator

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

Consideration of the attached conditional use permit request and findings of fact document.

Pentagon Materials- Three year review of mineral extraction permit.
- No public comments or testimony 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) 08/24/19

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

ACTION REQUESTED:

Approval of the attached conditional use permit and attached findings of fact.

FISCAL IMPACT: No fiscal impact
(Select One)



FUNDING

County Dollars =

If "Other", specify:

State

(Select One)

FTE IMPACT: No FTE change
(Select One)

Total:

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:



Planning & Zoning Advisory Commission

MINUTES

AUGUST 15, 2022

7:00 PM

NICOLLET COUNTY
GOVERNMENT CENTER

BOARD MEMBERS

David Hermanson ☒
Chair

Dave Ubel ☒
Vice Chair

Marie Dranttel ☒ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☒

Lloyd Hoffmann ☒

ABSENT EXCUSED

David Hermanson ☐
Chair

Dave Ubel ☐
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☐

Lloyd Hoffmann ☐

ABSENT UNEXCUSED

David Hermanson ☐
Chair

Dave Ubel ☐
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☐

Lloyd Hoffmann ☐

STAFF PRESENT

Property and Public Services Assistant Director Pete Otterness ☒

Deputy Zoning Administrator Spencer Crawford ☒

County Attorney (CA) Michelle Zehnder Fischer ☒

Other Staff ☐

REVIEW OF CANCELLATIONS & ADDITIONS

Zoning Administrator Crawford noted that discussion of the Floodplain Ordinance and Map amendment was added to an amended PZAC Agenda.

**MOTION TO APPROVE MINUTES
OF JULY 18, 2022**

APPROVE ☒

APPROVE WITH REVISIONS ☐

1ST

David Hermanson ☐
Chair

Dave Ubel ☐
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☒

Lloyd Hoffmann ☐

2ND

David Hermanson ☐
Chair

Dave Ubel ☒
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☐

Lloyd Hoffmann ☐

VOTE TO APPROVE MINUTES

PASS ☒

FAIL ☐

VOTE: 5-0

PUBLIC APPEARANCES

None.

PUBLIC HEARINGS:

PENTAGON MATERIALS

PLN22-08

THREE YEAR REVIEW OF A MINERAL EXTRACTION CONDITIONAL USE PERMIT

APPLICANT COMMENT

None.

PUBLIC COMMENT

None.

PUBLIC TESTIMONY

None.

PUBLIC PARTICIPATION

None.

MOTION

APPROVE WITH CONDITIONS ☒

DENY ☐

1ST

David Hermanson ☐
Chair

Dave Ubel ☐
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☒

Lloyd Hoffmann ☐

2ND

David Hermanson ☐
Chair

Dave Ubel ☒
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☐

Lloyd Hoffmann ☐

COMMISSIONER DISCUSSION

Zoning Administrator Crawford presented the Staff Report; the Board had no questions.

VOTE TO APPROVE REQUEST

PASS ☒

FAIL ☐

VOTE: 5-0

FINDINGS OF FACT

MOTION TO ADOPT FINDINGS

1ST

David Hermanson ☐
Chair

Dave Ubel ☐
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☐

Lloyd Hoffmann ☒

2ND

David Hermanson ☐
Chair

Dave Ubel ☐
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☒

Lloyd Hoffmann ☐

VOTE TO ADOPT FINDINGS

PASS ☒

FAIL ☐

VOTE: 5-0

OTHER:

OLD BUSINESS

None.

OTHER BUSINESS

Zoning Administrator Crawford presented a Staff Report on the proposed Floodplain Ordinance and Zoning Map amendments. He clarified the timeline by stating the proposal will be reviewed at the hearing today, reviewed by the Board of Commissioners at a workshop tomorrow, voted on by the Planning and Zoning Advisory Commission at their next meeting, voted on by the Board of Commissioners at their following hearing, and publicly advertised before it is approved. He explained updating the Ordinance and Flood Map is important to maintain participation in the National Flood Insurance Program, which provides flood insurance to residents of rural Nicollet County. Three maps were presented to the Board; the first showing the new floodplain for the whole county, the second showing a newly mapped flood zone crossing Peaceful Valley Campground, and the last showing existing and newly mapped flood zones north of St. Peter along Highway 169. Zoning Administrator Crawford then explained the proposed changes to Sections 2, 3, 4, 5, 6, 7, and 9 of the Zoning Ordinance. Board Member Laven asked about the proposed changes to the Shoreland Ordinance that had been mentioned at a previous meeting; Zoning Administrator Crawford explained that it would be reviewed at a later date after the Floodplain Ordinance was amended. Property and Public Services Assistant Director Otterness explained that many of the changes to the Floodplain Zoning Map are minor, but that some people may get notices from their flood insurance provider about acquiring flood insurance. County Attorney Fischer asked staff to confirm Peaceful Valley campground is affected;

Property and Public Services Assistant Director Otterness stated that it will contain a narrow delineated floodplain. Board Member Hermanson asked if the campsites are affected; Public Services Assistant Director Otterness stated that the impact what can permanently be put at the site. Zoning Administrator Crawford noted that FEMA has a process to remove some properties from floodplain. Board Member Ubel asked if the wording changes would be in their next packet; Zoning Administrator Crawford confirmed that it would. Board Member Hoffmann asked if it would impact farming; Zoning Administrator Crawford stated it would not as farming is an allowed use in floodplain.

REVIEW OF PERMITS

The Board had no comment on the permits.

COMMUNICATIONS

None.

MOTION TO ADJOURN

1ST

David Hermanson ☐
Chair

Dave Ubel ☐
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☒

Lloyd Hoffmann ☐

2ND

David Hermanson ☐
Chair

Dave Ubel ☒
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☐

Lloyd Hoffmann ☐

**DAVID HERMANSON,
CHAIR**

DATE

**SPENCER CRAWFORD,
DEPUTY ZONING
ADMINISTRATOR**

DATE

PLANNING AND ZONING ADVISORY COMMISSION AGENDA

Date: August 15, 2022

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

Location: Nicollet County Board Room, 501 S. Minnesota Ave, St. Peter, MN

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 Spencer Crawford, Deputy Zoning Administrator, at 507-934-7071, or spencer.crawford@co.nicollet.mn.us.

1. Call to order
2. Roll call
3. Review of cancelations and additions
4. Approval of Minutes: *July 18, 2022*
5. **Public Hearing PLN22-08**

Applicant: Pentagon Materials, INC

Request: Three-year mineral extraction permit review

Parcel Number: 04.309.0803 and 04.309.0810

Location: Part of the Southeast ¼ of the Northwest ¼, and part of the Northeast ¼ of the Southwest ¼ of Section 9-109-29 in Courtland Township

6. Public Appearances
7. Review Permits
8. Old Business
9. Other Business- Discussion of the proposed Floodplain Ordinance and Map Amendment
10. Communications
11. Adjourn

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.



Planning & Zoning Advisory Commission

MINUTES

JULY 18, 2022

7:45 PM

NICOLLET COUNTY
GOVERNMENT CENTER

BOARD MEMBERS	David Hermanson ☒ Chair	Dave Ubel ☒ Vice Chair	Marie Dranttel ☒ Commissioner
	Justin Laven ☒	Lloyd Hoffmann ☒	Terry Morrow ☐ Commissioner, Alternate
ABSENT EXCUSED	David Hermanson ☐ Chair	Dave Ubel ☐ Vice Chair	Marie Dranttel ☐ Commissioner
	Justin Laven ☐	Lloyd Hoffmann ☐	Terry Morrow ☐ Commissioner, Alternate
ABSENT UNEXCUSED	David Hermanson ☐ Chair	Dave Ubel ☐ Vice Chair	Marie Dranttel ☐ Commissioner
	Justin Laven ☐	Lloyd Hoffmann ☐	Terry Morrow ☐ Commissioner, Alternate
STAFF PRESENT	Property and Public Services Assistant Director Pete Otterness ☒		
	Deputy Zoning Administrator Spencer Crawford ☒		
	County Attorney (CA) Michelle Zehnder Fischer ☒		
	Other Staff ☐		

REVIEW OF CANCELLATIONS & ADDITIONS		None.	
MOTION TO APPROVE MINUTES OF JUNE 20, 2022		APPROVE ☒	APPROVE WITH REVISIONS ☐
1ST	David Hermanson ☐ Chair	Dave Ubel ☐ Vice Chair	Marie Dranttel ☐ Commissioner
	Justin Laven ☐	Lloyd Hoffmann ☒	Terry Morrow ☐ Commissioner, Alternate
2ND	David Hermanson ☐ Chair	Dave Ubel ☐ Vice Chair	Marie Dranttel ☐ Commissioner
	Justin Laven ☒	Lloyd Hoffmann ☐	Terry Morrow ☐ Commissioner, Alternate
VOTE TO APPROVE MINUTES		PASS ☒	FAIL ☐ VOTE: 4-0
PUBLIC APPEARANCES		None.	

OTHER:

OLD BUSINESS

None.

OTHER BUSINESS

None.

REVIEW OF PERMITS

The Board had no comments after reviewing permits.

COMMUNICATIONS

Chair Hermanson asked Zoning Administrator Crawford if the communications regarding the canceled Floodplain Ordinance Workshop that was communicated during the Board of Adjustment and Appeals meeting was intended for the Planning & Zoning Advisory Commission meeting. Zoning Administrator Crawford responded that this was correct.

MOTION TO ADJOURN

1ST

David Hermanson ☐
Chair

Dave Ubel ☐
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☒

Lloyd Hoffmann ☐

2ND

David Hermanson ☐
Chair

Dave Ubel ☒
Vice Chair

Marie Dranttel ☐ **Commissioner**

Terry Morrow ☐ **Commissioner, Alternate**

Justin Laven ☐

Lloyd Hoffmann ☐

DAVID HERMANSON,
CHAIR

David Hermanson

DATE

8-15-2022

SPENCER CRAWFORD,
DEPUTY ZONING
ADMINISTRATOR

Spencer Crawford

DATE

8/15/22



CONDITIONAL USE PERMIT

MINERAL EXTRACTION

PERMIT RENEWAL

Pentagon Materials/ Eveline Drill & Kenneth Drill

PLN22-08

**NICOLLET COUNTY
PLANNING & ZONING ADVISORY COMMISSION**

SUBJECT:	Three year review of a mineral extraction Conditional Use Permit, PLN22-08
APPLICANT:	Pentagon Materials
LANDOWNER:	Eveline Drill & Kenneth Drill
LOCATION:	Part of the Southeast ¼ of the Northwest ¼ and part of the Northeast ¼ of the Southwest ¼ of Section 9-109-29 in Courtland Township
PARCEL NO:	04.309.0803 & 04.309.0810
EXISTING ZONING:	Agricultural Preservation, Conservancy
HEARING DATE:	08/15/2022
COUNTY BOARD DATE:	08/23/2022

REQUEST

The applicant has submitted a request for a three-year review of a mineral extraction permit to mine, crush, and stockpile gravel, and locate a bituminous/concrete batch-plant and portable wash plant onsite.

ORDINANCE:

Mineral extraction operations are required to renew their Conditional Use Permit every three years per Nicollet County Zoning Ordinance 424.2 (3).

The renewal seems to meet all the requirements as listed in Nicollet County Zoning Ordinance Section 724 *Mineral Extraction*.

EXISTING LAND USE

The site consists of two properties with a total of roughly 26 acres. The northern property contains 13.24 acres and the southern 12.71 acres. About 5.5 acres of the western half is used for mining; the rest is agricultural land and bluff.

SURROUNDING LAND USE

The surrounding land use is predominantly agricultural, with the Minnesota River located to the south and the City of Courtland to the west. There are multiple other mineral extraction operations in the vicinity.

PROJECT DESCRIPTION

The property owners, Eveline & Kenneth Drill, have leased the site to various mineral extraction companies over the past 24 years. The original mineral extraction permit was granted to Loveall Construction on May 26, 1998. Extraction rights then transferred to Southern Minnesota Construction, then to Dirt Merchants INC, and are now with Pentagon Materials. Aggregate is mined, crushed, screened, washed, and stockpiled as needed. The applicant is also allowed to establish a temporary concrete batch plant and/or asphalt plant on the property.

5.5 acres are currently being mined and are not yet reclaimed, with the original permit allowing up to 26.8 acres to be mined. 95,669 tons of material have been removed over the past three years.

Access:

The property has an existing access onto 506th Street. The road authority is Courtland Township.

Appearance:

The mine is generally not visible from U.S. Highway 14, County Road 25, or 506th Street. The north and east edges of the mine area are screened by existing vegetated berms.

Blasting:

No blasting occurs at the site.

Bond Requirements:

The applicant submitted an updated bond for \$13,750 to cover the actively mined and the not yet reclaimed 5.5 acres. The bond amount is \$2,500 per acre due to the pit pre-existing the 2014 Mineral Extraction Zoning Ordinance amendment requiring a bond of \$5,000 per acre.

Hours of Operation:

The pit typically adheres to the operating hours of 7 AM to 6 PM. The Zoning Ordinance allows for work after 7 PM for emergencies and equipment repair, provided Nicollet County Property Services is notified.

Dust, Noise, & Odor Control:

The application of water or soybean oil is used for dust control as needed.

Reclamation Plan:

Pentagon Materials confirmed that no changes have been made to the Reclamation Plan and it was reissued on company letterhead. Slopes will be graded to 3:1 using topsoil from the existing berms. Slopes will be seeded and mulched for erosion control and to filtrate water.

Waste Disposal:

No hazardous substances, such as engine oil, hydraulic oil, anti-freeze, or other maintenance fluids, are stored onsite. All garbage is removed on a daily basis.

MINNESOTA POLLUTION CONTROL AGENCY STANDARDS

The National Pollutant Discharge Elimination System (NPDES) permit for this site expired on May 31st, 2022. Pentagon Materials is currently working with the Minnesota Pollution Control Agency to obtain a new permit, and may continue to work under the old permit until a new one is issued. The existing Stormwater Pollution Prevention Plan will be updated when the new NPDES permit is issued.

Staff recommends as a condition of approval that a valid NPDES permit is submitted before the zoning permit is issued. We are also recommending that a copy of the updated NPDES permit is provided to Property Services when it is issued.

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.**
 - Mineral extraction is a conditionally permitted use in the Agricultural Preservation and Conservancy Zoning Districts.
 - The use is similar to other mineral extraction operations within the County.

- The operation has a valid, although expired, NPDES permit. The applicant is working on a new NPDES permit.
 - The applicant is not using explosives or storing hazardous waste.
2. **The requested use will not create an unreasonably excessive burden on the existing roads or utilities.**
- The size and function of the facility is not unreasonable for the location.
 - The site located along County Road 25 and U.S. Highway 14, both of which have a 10 ton weight limit.
 - It appears the burden on public infrastructure will be minimal.
3. **The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties.**
- The proposed use is in close proximity to other mineral extraction operations.
 - The facility's hours of operation adhere to Zoning Ordinance Sections 724.5(7).
 - The applicant is not using explosives or storing hazardous waste.
4. **The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties.**
- The operation appears to be typical for mineral extraction within the County.
 - The proposal meets the required setbacks for the Agricultural Preservation and Conservancy Zoning Districts.
 - There are screening berms located along the northern and eastern edges of the mine.
 - The use adheres to the applicable standards of Sections 724.5(3) and 724.5(16) of the Zoning Ordinance for the appearance and screening of mineral extraction facilities.
5. **The requested use is consistent with the Nicollet County Land Use Ordinances.**
- The request meets the applicable standards and requirements found in Sections 505, 602, 603, and 724 of the Zoning Ordinance for conditional use permits, the Agricultural Preservation Zone, the Conservancy Zone, and mineral extraction facilities.

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

- The Comprehensive Plan states that the aggregate industry provides vital jobs for residents and revenue for local businesses.
- The Comprehensive Plan states that Nicollet County will continue to work with aggregate businesses, such as this one, to ensure that these operations can continue in a sustainable and environmentally friendly manner.

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

- The use adheres to the standards of Sections 724.5(7), 724.5(9), and 724.5(13-14) of the Zoning Ordinance for dust control and air quality; hours of operation; noise and vibrations; and road dust and debris.
- Roads are treated to control dust, as needed.
- To help screen activities from the public and reduce nuisance noise, berms are maintained on the north and east sides of the facility.
- No blasting takes place onsite.

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

- The site is not adjacent to a Residential Zoning District.
- Sections 602.3 and 603.3 of the Zoning Ordinance list mineral extraction as a conditional use in the Agricultural Preservation and Conservancy Districts.
- The operation appears to be typical for mines within the county.
- There are several other mines within one mile of the site.

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

- The operation has a valid, although expired, NPDES permit. The applicant is working on a new NPDES permit.
- The applicant is not using explosives or storing hazardous waste.
- Any changes to the operation will require an amended conditional use permit.

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

- The request as proposed to meet County standards, with no apparent adverse effects to public health, safety, and welfare.

RECOMMENDATIONS

1. The applicant shall undertake 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 assure 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, and stockpile gravel and locate a bituminous asphalt plant and a portable wash plant onsite will be reviewed August 2025.
5. The bond shall be amended as needed to cover the amount of actively mined acres and not yet reclaimed acres. The bond must be kept in force during the time of operation.
6. A continuation certificate of the bond shall be sent to the Property Services Division with no lapse in time during the course of this permit.
7. Future placement of a temporary bituminous asphalt or concrete batch plant onsite during a construction season shall require a zoning permit.
8. The contractor shall take the appropriate action to minimize the dust on the road from hauling.
9. The applicant shall submit verification the site has a valid National Pollutant Discharge Elimination System Permit from the Minnesota Pollution Control Agency prior to issuance of this conditional use permit.
10. The applicant shall submit an updated copy of their National Pollutant Discharge Elimination System Permit to Property Services when it is issued.

Applicant: Pentagon Materials
Landowner: Eveline Drill & Kenneth Drill

PLN22-08

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



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

PLANNING & ZONING ADVISORY COMMISSION
APPLICATION

Total Fees: \$496.00

Map#: 1609300005, 1609300010

Parcel#: 043090803, 043090810

Permit#: PLN22-08

Date: July 19, 2022

Applicant: Dean Portner, Pentagon Materials, 3301 3rd Ave, Mankato MN 56001

Phone: 507-389-9127

Owner: Eveline Drill, Kenneth Drill

Property Address: 0,

Abbreviated Legal Description: PT SE 1/4 OF NW 1/4 AKA TRACT 3-B ACRES 6.85 PT NE 1/4 OF SW 1/4 AKA TRACT 4 ACRES 6.39, COMM NW COR SW 1/4, E 1325.97' TO BEG, SE 1395.04 S 407', NW 1391.07, N 427' TO POB = 12.71 AC

Township: Courtland Township

Record Type: Conditional Use

Category: Mineral Extraction

Project Description: 3 year review of the Drill Pitt mineral extraction Conditional Use Permit.

Planning Commission Hearing Date: 08/15/2022

Board of Commissioners Date: 08/18/2022

 CEO

APPLICANT SIGNATURE

7/20/2022

DATE

Attachment A
Application



NICOLLET COUNTY BOARD OF ADJUSTMENTS AND APPEALS **CRITERIA FOR GRANTING A VARIANCE**

Name of Applicant/ Scott Michaletz
Property Owner: Michaletz Building Partners LLP

Date: July 18, 2022

File #: PLN22-07

Variance Requested: To allow the construction of an additional single family dwelling within the Northwest ¼ of the Northeast ¼, Section 5-108-27, exceeding the density standard of one new dwelling per quarter-quarter on lots recorded after 07/31/1981 that meet minimum lot size requirements

FINDINGS OF FACT

A variance may be granted only where the strict enforcement of the Nicollet County zoning controls results in a practical difficulty. A determination that a practical difficulty exists is based upon criteria defined by the Minnesota Supreme Court; Minnesota State Statute 394.27, Subdivision 7; and Nicollet County Zoning Ordinance, Section 503.1.

1. The variance is in harmony with the general purpose and intent of the official control.

	YES	NO	ABSTAINED	ABSENT	<u>WHY:</u>
Justin Laven	☒	☐	☐	☐	The variance is in harmony with the general purpose and intent of the official control because it converts no agricultural land.
David Hermanson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
	☐	☐	☐	☐	

2. The variance is consistent with the intent of the Comprehensive Plan.

	YES	NO	ABSTAINED	ABSENT	<u>WHY:</u>
Justin Laven	☒	☐	☐	☐	The variance is consistent with the intent of the Comprehensive Plan because it converts no agricultural land, minimally impacts the forest, has access to city sewer and water, and there was an existing home site on this property in the past. Public expenditure will be mitigated due to taxes on the new dwelling.
David Hermanson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
	☐	☐	☐	☐	

3. The variance establishes a practical difficulty in complying with the official controls.

	YES	NO	ABSTAINED	ABSENT	<u>WHY:</u>
Justin Laven	☒	☐	☐	☐	The variance establishes a practical difficulty in complying with the official controls because the site previously contained a dwelling and complies with the intent of the Comprehensive Plan.
David Hermanson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
	☐	☐	☐	☐	

Attachment B
Criteria for Conditional Use Permit

4. The plight of the landowner is due to circumstances unique to the property and not created by the landowner.

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	☒	☐	☐	☐	The plight is related to the landowners desire to construct a dwelling on a parcel that previously contained a home site.
David Hermanson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
	☐	☐	☐	☐	

5. The variance will not alter the essential character of the locality.

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	☒	☐	☐	☐	The variance will not alter the essential character of the locality because the parcel previously contained a home, the proposal is located out of view of the street, and the area has higher than normal development for the Agricultural Preservation Zoning District.
David Hermanson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
	☐	☐	☐	☐	

6. The practical difficulty includes more than economic considerations alone.

	YES	NO	ABSTAINED	ABSENT	WHY:
Justin Laven	☒	☐	☐	☐	The practical difficulty is driven by the landowners desire to construct a home site for himself on land he owns.
David Hermanson	☒	☐	☐	☐	
Dave Ubel	☒	☐	☐	☐	
Lloyd Hoffmann	☒	☐	☐	☐	
	☐	☐	☐	☐	

SPECIAL CONDITIONS ARE LISTED ON THE RECORDED VARIANCE AND IN THE RECORD

THE NICOLLET COUNTY BOARD OF ADJUSTMENT AND APPEALS:
(☒ APPROVES) (☐ DENIES) THE REQUESTED VARIANCE

This decision is based on:

- ☒ Application
- ☒ Staff Report
- ☒ Pictures
- ☒ Information received at public hearing

Viewed by Members of Board:

- ☐ Laven
- ☐ Hermanson
- ☐ Ubel
- ☐ Hoffmann
- ☐

Facts supporting the answer to each question above are hereby certified as the Findings of the Nicollet County Board of Adjustments and Appeals.

Date: 8-15-2002 Chair: 

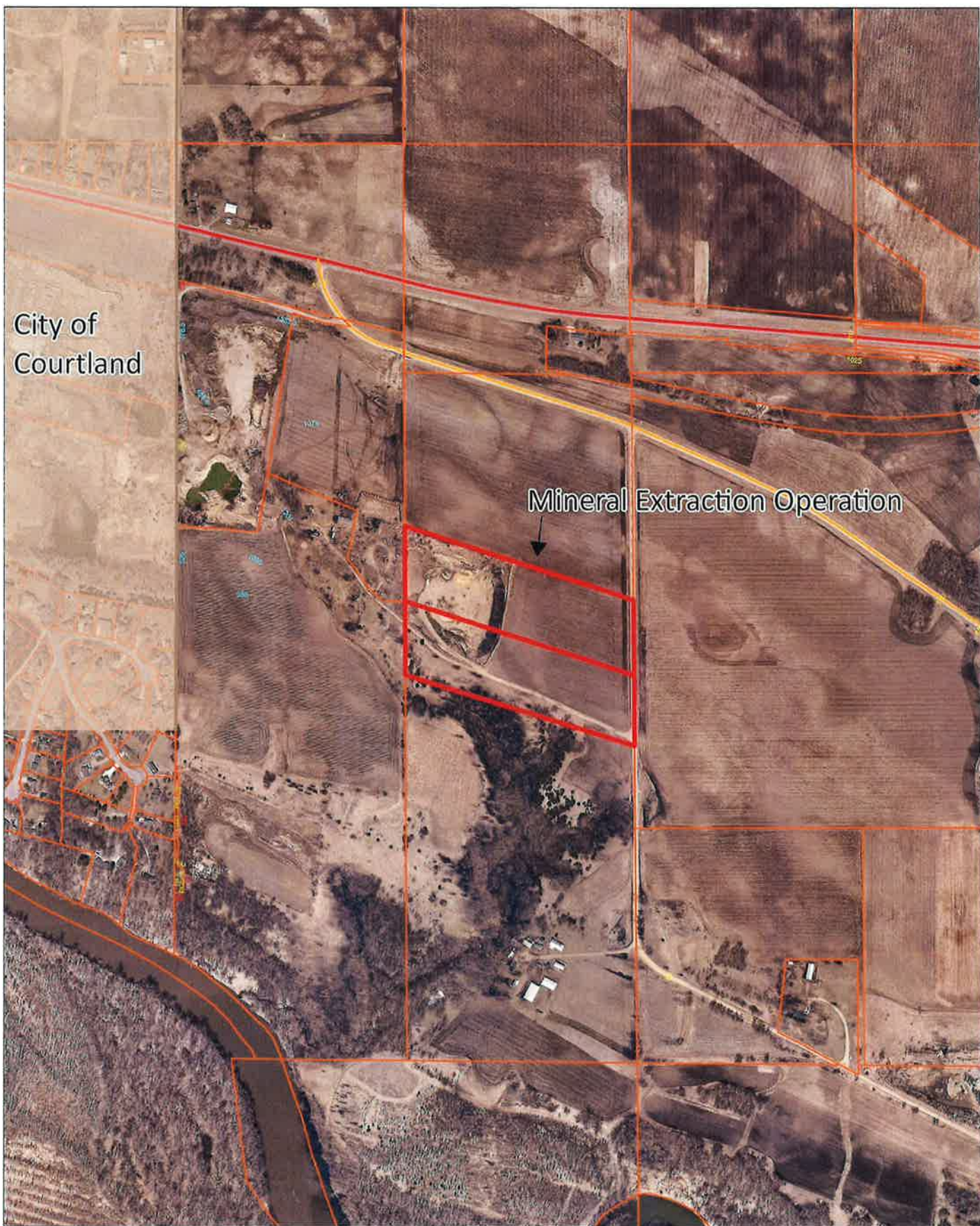
**STATE OF MINNESOTA
COUNTY OF NICOLLET**

The foregoing instrument was acknowledged before me this 15 day of August 2022,
by Justin Laven

Notarial stamp or seal (or other title or rank)



Spencer Crawford
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



Attachment C
Location Map



Mineral Extraction Operation

Attachment D
Aerial Map

Name	Mailing Address	Mailing City Zip
Sheri Hulke	51771 County Road 21	Courtland MN 56021
Kenneth Drill	28 Fiemeyer Dr	Courtland MN 56021
Eveline Drill	52497 Us Highway 14	Courtland MN 56021
Carol Folsom	53038 Us Highway 14	Courtland MN 56021
Ralph & Carol Bents	116 High View Ct	Courtland MN 56021
Dale & Betty Braun	113 High View Ct	Courtland MN 56021
Debera & Bryan Pierson	109 High View Ct	Courtland MN 56021
Darin & Kristen Drill	52605 506Th St	Courtland MN 56021
River Valley Enterprises Llc	54 Roslyn Rd	New Ulm MN 56073
Marvin & Lisa Drill	54 Roslyn Rd	New Ulm MN 56073
Ulland Brothers Inc	1634 Hwy 210	Carlton MN 55718
Mn Valley Forest Products, Inc	Po Box 10	Courtland MN 56021
Janice Drill	28 Fiemeyer Dr	Courtland MN 56021
Corey Hulke	51377 460th St	Courtland MN 56021



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:

5.5 Acres being mined or used for mining purposes (stockpiles, equipment storage, haul roads, etc).

_____ Acres permitted and remaining to be mined in future phases.

_____ Acres where land reclamation has occurred.

21.3 Acres not permitted to be mined (non-mining related acres).

26.80 Total acreage of property.

TONNAGE OF MATERIAL REMOVED:

95,669 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:

Property Owner: Evie Drill Kenneth & Janice Drill

Owner's Address: 52497 Hwy 14 Courtland, MN 52605 506th St., Courtland, MN

Contractor working the site: Dirt Merchant, Inc. Pentagon Materials, Inc. Holtmeier Construction, Inc.

Contractor's address: 3301 3rd Avenue Mankato, MN 56001

Contractor's phone number: 507-327-5037

Date: June 30, 2022

Applicant (Landowner or Contractor) Signature: [Signature]

Parcel No. _____ Map No. _____ Revised 11-29-18 JH

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.



Pentagon Materials, Inc.

Producers and Suppliers of Aggregate and Construction Materials

Evie Drill

52497 Hwy 14

Courtland, MN 56021

RE: Gravel Lease Agreement

This agreement between Evie Drill, owner/lessor and Pentagon Materials Inc. (PMI), lessee covers sand & gravel located in:

That part of the Northeast Quarter (NE 1/4), of Section Nine (9), Township One Hundred Nine (109) North, Range Twenty Nine (29) West, Nicollet County, Minnesota, described as follows: Commencing at the center of said Section Nine (9); thence South along the center line of said Section Nine (9), a distance of 402.12 feet, to a point on said center line of Section Nine (9); thence North 71 degrees 56 minutes West to the West Quarter corner of said Section Nine (9); thence North a distance of 434.64 feet along the West line of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of said Section Nine (9); thence in a southeasterly direction a distance of 1392.52 feet to the point of beginning, the center of said Section Nine (9). 13.5 acres.

PMI shall pay to owner/lessor, as royalties \$1.20 per ton, or \$1.68 per cubic yard for all sand & gravel material removed from the premises. PMI will pay all County Gravel Taxes that apply to the sales of mined material that leaves the site.

This lease shall be in effect for a period of 3 years beginning April 1, 2021 and ending on March 31, 2024 at which time a new agreement and royalty will be negotiated.

Owners/Lessors agree to provide PMI exclusive access to gravel pit site during this agreement. PMI will work with owners on removing gravel from under present road and the establishment of a new road when conditions warrant.

If owners/lessors wish to sell any portions of land included with this lease an option of first right of is granted to PMI.

A handwritten signature in cursive script, appearing to read "Evie Drill".

Evie Drill

A handwritten signature in cursive script, appearing to read "Kevin Dwyer".

Pentagon Materials Inc.

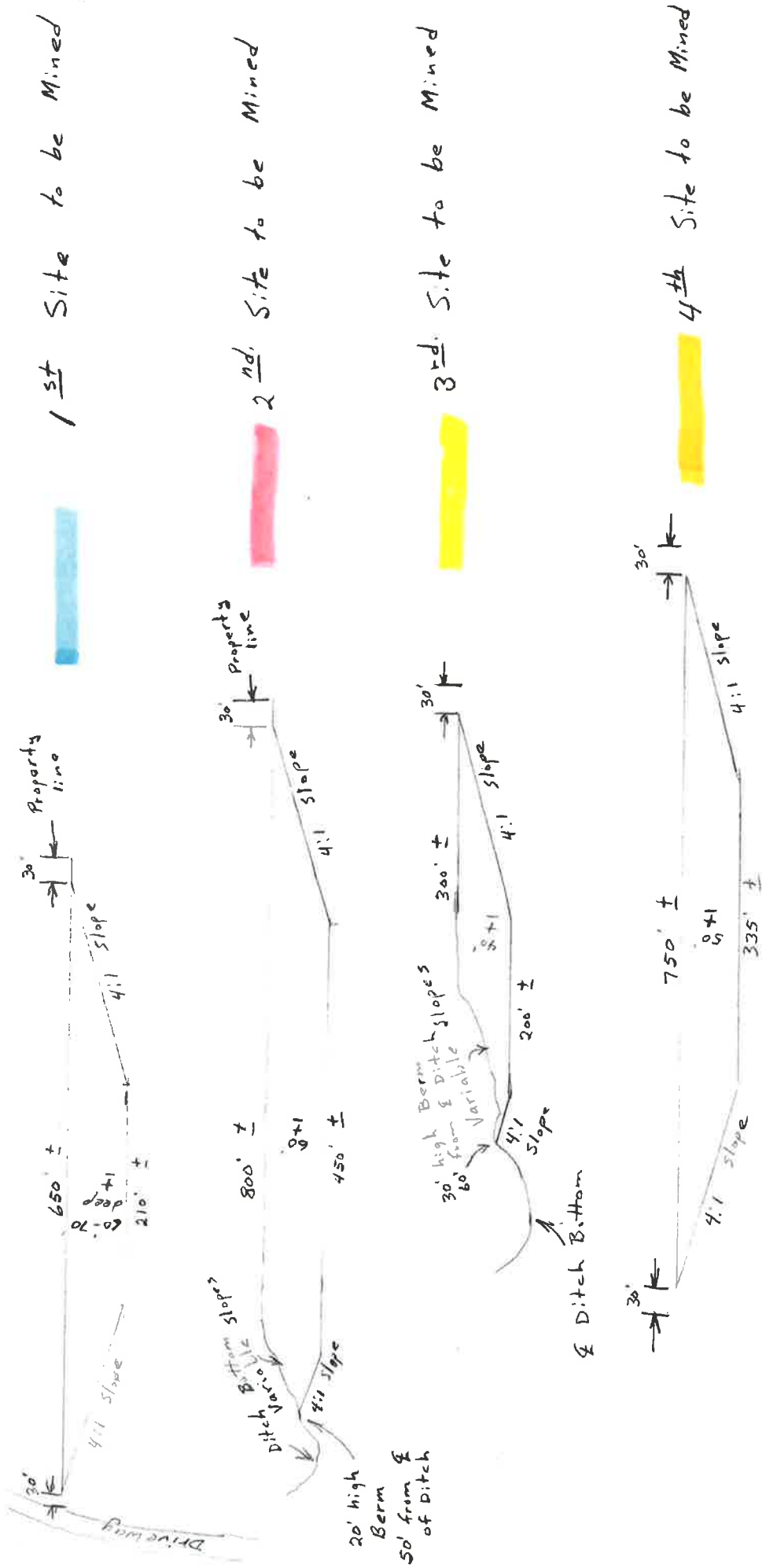
4-6-21

Date

4
X-6-21

Date

3301 Third Avenue, Mankato, MN 56001
Phone: 507-389-9129
Fax: 507-389-9703



End Use Plan Map Scale 1" = 100'

Drill Pit Reclamation Plan

Edge of North Property Line

2' Contours

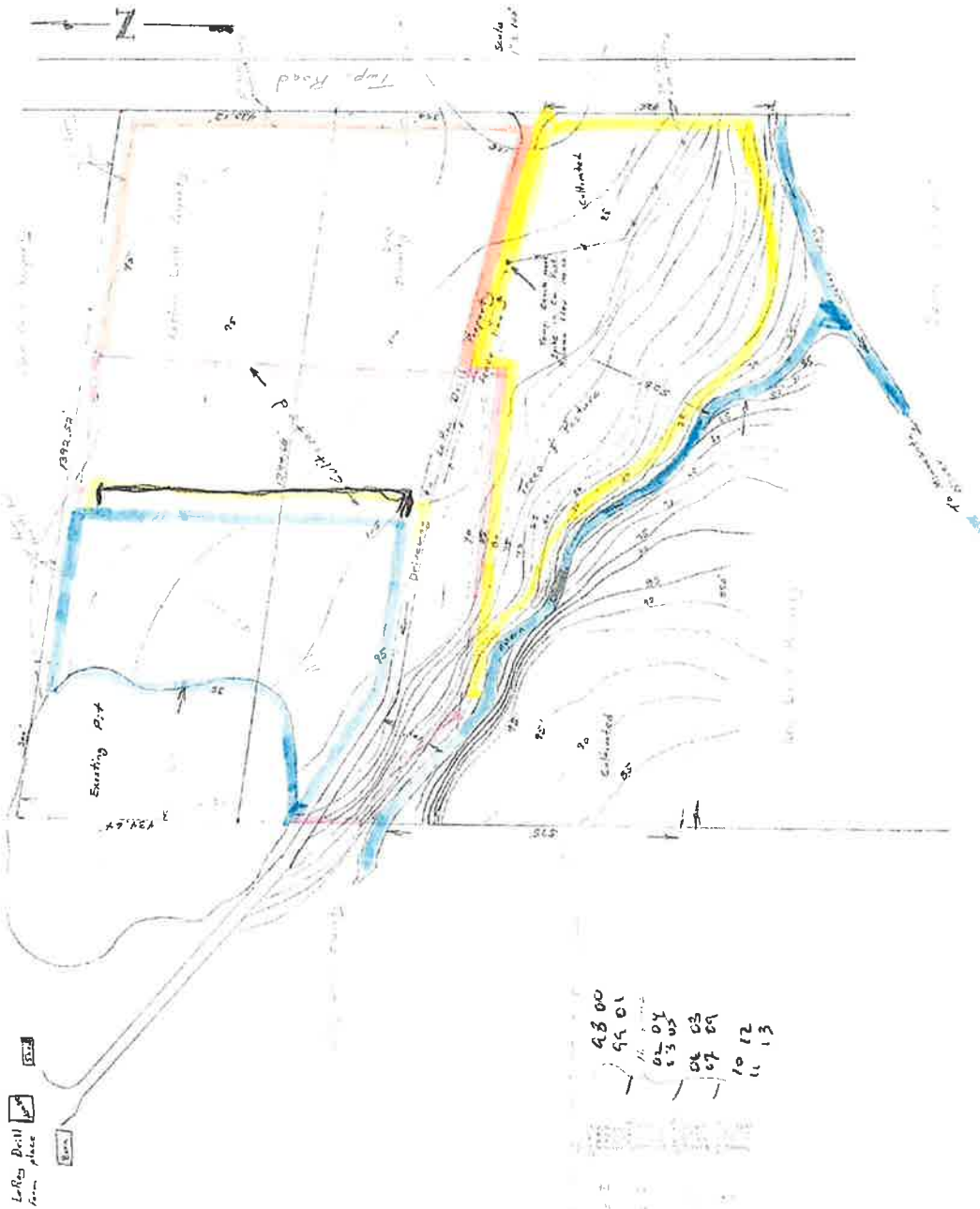
3.1 Slope to Bottom Elevation From Edge of Twp Road

West Slope to Maintain
As Is to match adjacent
property. Final Grade to
Bottom Elevation at a
Minimum 3:1 Slope

892.00 Bottom Eleva

3:1 Slope to Bottom Elevation
From Edge of Driveway





approx 4.50 ±
 approx 7.30 ±
 approx 7.10 ±
 approx 7.90 ±

24.8

Pentagon Materials, Inc.

Producers and Suppliers of Aggregate and Construction Materials

3301 Third Ave. Mankato, MN. 56001 Phone: 952.463.6590/507.389.9112

July 19, 2022

Reclamation Plan for Drill Sand and Gravel Pit

SE ¼ of NW ¼ Tract 3-B and NE ¼ of SW ¼ Tract 4 of Section 09, Twp 109, Rng 029, Nicollet County, MN

Description

East and North property Line will be finished at a minimum 3:1 slope with the intent to import as much fill as possible to lessen the steepness.

South boundary to be finished from the existing driveway at a minimum 3:1 slope with the intent to import as much fill as possible to lessen the steepness.

West slope to maintain as is to match the adjacent property, but no where to be steeper than a 3:1 slope when finished.

All existing Topsoil stripped to be salvaged for reuse and placed in berms around the perimeter.

Once the mining is completed and the slopes are built the salvaged topsoil around the perimeter will be placed on the reclaimed slopes before the final seeding is placed.

All slopes will be seeded and mulched when completed.

All surface water to be contained within the site and surface drained by design and dissipate through natural infiltration and vegetation methods.

The intended use of the site will be for agricultural and/or wildlife use.

All areas to be final graded to eliminate the mining berms and setup for agricultural use.



7/01/2022 - 7/31/2022 Permit Report

RECORD ID	RECORD TYPE	DESCRIPTION	ADDRESS	OWNER NAME
BLD22-00147	SSTS Permit	Emergency SSTS replacement system	56610 FORT RD NEW ULM, MN 56073	FLUEGGE BRIAN S
BLD22-00148	Structure Permit	New 60' diameter, 150,000 bushels grain bin and 15' diameter, 3307 bushels grain bin.	0	GIESEKE ROBBY B
BLD22-00149	Structure Permit	New 10' x 12' personal storage shed.	38146 HONEYSUCKLE LN N MANKATO, MN 56003	FEDSON JAMES N & SHERI FEDSON
BLD22-00150	Structure Permit	Build an attached deck on southwest side of house. 370 sq feet	50791 BIRCH BLUFF DR N MANKATO, MN 56003	SCHOENER JORDAN M
BLD22-00151	Structure Permit	New 42' x 63' shed. Variance PLN21-40 approved to allow the shed to be closer to the front property line than the principal building.	35545 398TH LN ST PETER, MN 56082	CARLBLOM TORREY C & JULIE A CARLBLOM
BLD22-00152	SSTS Compliance Inspection	Compliance Inspection for Property Transfer	40678 PURRIER CT N MANKATO, MN 56003	HOLZ DANIEL & WHITNEY HOLZ
BLD22-00153	SSTS Compliance Inspection	Compliance inspection for Property Transfer	52130 350TH ST LAFAYETTE, MN 56054	MILLER MICHAEL L & SANDRA R MILLER
BLD22-00154	Structure Permit	New 92' x 100' addition to an existing dairy barn.	MN	Paul & Cynthia Swenson
BLD22-00155	SSTS Compliance Inspection	Compliance inspection required for property transfer. Replacing in lieu of inspection.	38349 COUNTY ROAD 15 ST PETER, MN 56082	PANKRATZ COLE
BLD22-00157	SSTS Permit		38373 COUNTY ROAD 15 ST PETER, MN 56082	PANKRATZ COLE
BLD22-00158	SSTS Compliance Inspection	Compliance inspection for zoning permit	44446 STATE HIGHWAY 99 NICOLLET, MN 56074	SCHOEVERS RUDOLPH A & JAYME J SCHOEVERS
BLD22-00159	Structure Permit	New 12' x 24' personal storage shed.	44446 STATE HIGHWAY 99 NICOLLET, MN 56074	SCHOEVERS RUDOLPH A & JAYME J SCHOEVERS
BLD22-00160	SSTS Permit	New Septic system for hog buying station - Non residential. One Toilet, one sink and a possible shower.	48595 US HIGHWAY 14 NICOLLET, MN 56074	BODE GARY L & KAREN M LE
BLD22-00161	Structure Permit	New 30' X 40' business office. This falls within the scope of Conditional Use Permit C-18-14, which identified 2000 sq ft of expansion area for a level 2 home occupation. 800 sq ft of expansion area is remaining.	47780 451ST AVE NICOLLET, MN 56074	NETZKE BENJAMIN H
BLD22-00162	Structure Permit	New 26' x 72' x 12' sheep barn.	61064 350TH ST LAFAYETTE, MN 56054	PORTNER STEVEN L - LE
BLD22-00163	SSTS Permit	Septic system for a 3bedroom replacement house on newly split parcel. New 2250/ septic pump combination tank and new mound 12 inch sand elevation	37468 571ST AVE LAFAYETTE, MN 56054	YOUNGBLOM CHARLES M
BLD22-00164	Structure Permit	16' x 16' sunroom home addition.	35134 STATE HIGHWAY 22 GAYLORD, MN 55334	SCHMIDT DENNIS A & JOANN C SCHMIDT
BLD22-00165	Structure Permit	Construct a replacement 3 bedroom house with attached garage and covered porch. 3685.5 sq ft	37468 571ST AVE LAFAYETTE, MN 56054	YOUNGBLOM CHARLES M
BLD22-00166	SSTS Compliance Inspection	Compliance Inspection for Building Permit	35134 STATE HIGHWAY 22 GAYLORD, MN 55334	SCHMIDT DENNIS A & JOANN C SCHMIDT
BLD22-00167	Sign Permit	Erect Sign for level one home occupation. Sign to be 3 foot x 5 foot 15 sq feet - Sign must be less than 10 feet above ground	47052 435TH AVE NICOLLET, MN 56074	THOMPSON STEPHANIE & TYLER THOMPSON
BLD22-00168	SSTS Permit		42874 STATE HIGHWAY 99 NICOLLET, MN 56074	MARTENS FAMILY TRUST & T MARTENS & S COLLINS & S BUSER
BLD22-00169	SSTS Permit	Replacement septic for 4 bedroom house	34285 348TH ST LE SUEUR, MN 56058	ERNSTING CECIL W & RUBY Z
BLD22-00170	Structure Permit	New 8 x 8 well house shed.	44349 400TH ST NICOLLET, MN 56074	KIENLEN CHARLES E LIVING TRUST
BLD22-00171	Structure Permit	Rebuilding of house destroyed by fire per statue 394.36, same footprint in same location. Septic plan submitted by CSWD. House to be a 4 bedroom with an attached garage and finished basement. 1986 Sq Feet footprint. Owner acting as contractor.	50059 461ST AVE NICOLLET, MN 56074	MARY BETH SOOST
BLD22-00172	SSTS Permit		46271 FORT RD NICOLLET, MN 56074	DORN DANIEL J & KIMBERLEY D DORN
BLD22-00173	Structure Permit	New 42' x 60' personal storage shed.	43526 COUNTY ROAD 13 ST PETER, MN 56082	MACDONALD KIMBERLY M

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:

Set Public Hearing Date for the Floodplain Ordinance Amendment and Zoning Map Amendment.

Primary Originating Division/Dept.: PPSPD- Property Services

Contact: Spencer Crawford

Title: Zoning Administrator

Amount of Time Requested: 5 minutes

Presenter: Spencer Crawford

Title: Zoning Administrator

Meeting Date: 08/23/2022

Item Type: Regular Agenda
(Select One)

Attachments: ☐ Yes ☒ No

County Strategy:
(Select One)

Programs and Services - deliver value-added quality services



BACKGROUND/JUSTIFICATION:

Consideration of September 27th at 10:00 am for the public hearing of the floodplain and zoning map amendments.

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 September 27th at 10:00 am for the public hearing of the floodplain and zoning map amendments.

FISCAL IMPACT: No fiscal impact
(Select One)

If "Other", specify:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:



FUNDING

County Dollars =

State

(Select One)

Total:

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Open Door Health Center Letter of Support	
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested 5 minutes Presenter: Mandy Landkamer Title: County Administrator	Meeting Date: 08/23/2022 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: The attached Letter of Support for the Open Door Health Center (ODHC) is attached for your consideration. Open Door Health Center is currently in the process of applying for its base federal funding from the Health Resources and Services Administration. This is a continuation grant through which they are currently funded and are at a point where the application process is competitive and open to all applicants. These federal funds have a significant impact on ODHC's ability to continue to provide high quality and affordable care to their patients. A previous Letter of Support was provided in 2018 for the same grant application.	
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: Request approval of the ODHC Letter of Support.	
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

August 23, 2022

Rhonda Eastlund
Open Door Health Center CEO
309 Holly Lane
Mankato, MN 56001

**Re: Letter of Support for Health Resources and Services
Administration Federal Funding Continuation Grant**

Dear Ms. Eastlund:

Nicollet County is pleased to provide this letter in strong support of the Open Door Health Center (ODHC) application for continued federal funding from the Health Resources and Services Administration.

ODHC has provided affordable and quality services to Nicollet County residents since 1983. Unfortunately, some of our residents do not meet program requirements administered by the Nicollet County Health & Human Services Department to receive quality and affordable healthcare. The ability to make referrals to the ODHC has been an enormous benefit to help the residents of Nicollet County obtain the health care services that they need and the education to make changes necessary to lead healthier lives.

ODHC is a vital safety-net primary care provider and one of the only sliding-fee scale clinics in the southern part of Minnesota. This funding will help ensure the ability to continue and expand access to high quality health care services for all residents.

On behalf of Nicollet County, I strongly endorse ODHC's grant request and urge the Health Resources and Services Administration to strongly consider continued funding for the excellent services you provide.

Sincerely,

Marie Dranttel,
Board Chair, Nicollet County Board of Commissioners

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.

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider the Operating Deficit Acknowledgment (ODA), Amendment and Consent Agreement related to the sale of the South Central Multi-County HRA Project	
Primary Originating Division/Dept.: County Attorney's Office Contact: Michelle Zehnder Fischer Title: County Attorney Amount of Time Requested: 5 minutes Presenter: Michelle Zehnder Fischer Title: County Attorney	Meeting Date: 08/23/2022 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)	
BACKGROUND/JUSTIFICATION: In 1993, the South Central Multi-County HRA issued revenue bonds to construct housing in five counties, including Nicollet County. The Authority subsequently defaulted on the bonds. In 2000, the five counties entered into a settlement agreement that resulted in a special benefit tax levy on behalf of the Authority from 2001 through 2024 to cover operating deficits. The amount of the special benefit tax levy was based upon each county's proportionate share of housing units constructed. Two of the Amberfield properties are located in Nicollet County. The majority bond holder and the trustee have approached the HRA about a possible sale of all or a part of the Amberfield properties. An Operating Deficit Agreement Acknowledgment, Amendment, and Consent (ODA) was prepared. On May 24, 2022, the Board approved the hiring of the firm of Rupp, Anderson, Squires, Waldspurger, & Mace, P.A. to review the proposed documents. All five counties jointly hired this firm. The firm has reviewed the ODA and recommended the Boards all approve the same. If all five Boards approve the ODA and a sale of the properties occurs, Nicollet County's obligation as a result of the bond default would terminate.	
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known) May 24, 2022	
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A	
ACTION REQUESTED: Execute the Operating Deficit Acknowledgment Agreement	
FISCAL IMPACT: Other (Select One) If "Other", specify:	FUNDING ☒ County Dollars = State (Select One) Total:
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	

COUNTY ODA ACKNOWLEDGMENT, AMENDMENT, AND CONSENT

This Acknowledgment, Amendment and Consent (as amended, modified or otherwise supplemented from time to time, this "**Acknowledgment**") dated as of August [___], 2022, is by and among U.S. Bank Trust Company, National Association solely in its capacity as successor indenture trustee (the "**Trustee**"); the Southcentral Minnesota Multi-County Housing and Redevelopment Authority, a public body corporate and politic duly organized and existing under the laws of the State of Minnesota (the "**HRA**"); and the Counties of Martin, Sibley, Nicollet, Waseca and Watonwan, political subdivisions of the State of Minnesota (the "**Counties**" and each, individually, a "**County**"). Each of the Trustee, the HRA, and the Counties shall be referred to as a "**Party**" and collectively, the "**Parties**". Each of the Trustee and the HRA shall be referred to as a "**Party**" and collectively, the "**Parties**".

RECITALS

A. The HRA was formed in 1989 under Minnesota Statutes Chapter 469 pursuant to appropriate proceedings by the county boards of commissioners of the Counties.

B. The HRA issued its Pooled Housing Development Revenue and Limited Annual Tax Bonds (Pooled Housing Program) Series 1993 (the "**Bonds**") in the aggregate principal amount of \$20,315,000, pursuant to that certain Basic Indenture of Trust by and between the Trustee (as successor trustee to U.S. Bank National Association, successor by merger to U.S. Bank Trust National Association (f/k/a First Trust National Association,)) and the HRA dated as of May 1, 1993 (the "**Basic Indenture**"), that was supplemented by the Series 1993 Supplemental Indenture of Trust of the same date (the "**Series 1993 Supplemental Indenture**"), as further supplemented by that Second Supplemental Indenture dated July 31, 2000 (the "**Second Supplemental Indenture**" and together with the Series 1993 Supplemental Indenture and the Basic Indenture, the "**Indenture**"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Indenture.

C. The proceeds of the Bonds were used to finance the acquisition, equipping and construction of several multi-family rental housing facilities across south central Minnesota, which are owned and operated by the HRA as rental housing facilities for elderly persons and persons and families of moderate income and are more specifically described in Indenture and the Mortgage (each a "**Project**" and together the "**Projects**").

D. In order to further secure repayment of the Bonds, the HRA granted the Trustee a Combination Mortgage, Security Agreements and Fixture Financing Statement dated as of May 1, 1993 (the "**Mortgage**"), pursuant to which the Trustee was granted a lien in and to the real and personal property related to and rents and income arising from the Projects, as well as the right, title and interest of the HRA in the Hospital Lease, together with all of the other "**Mortgaged Property**" as defined in the Mortgage (collectively, the "**Mortgaged Property**").

E. The Bonds are non-recourse obligations of the HRA and are to be repaid primarily from the Pledged Revenues generated by the Projects (inclusive of all amounts on deposit in the Project Funds), the Mortgaged Property and all other components of the Trust Estate (collectively, the "**Collateral**"), each as set forth and in accordance with the terms of the Indenture.

F. In connection with the issuance of the Bonds, in 1993, the Counties of Martin, Sibley, Waseca, Nicollet and Watonwan, Minnesota, political subdivisions of the State of Minnesota (the "**Counties**", and each individually a "**County**") entered into an Operating Deficit Agreement with the HRA on May 14, 1993, (the "**Original ODA**"), which was subsequently replaced by the Restated and

Superseding Operating Deficit Agreement dated as of July 31, 2000, by and among the Counties, the HRA and the Trustee (the "**ODA**" and together with the Indenture, the Bonds, the Mortgage, and the other Collateral Documents, as amended, the "**Bond Documents**").

G. Certain Events of Default under the Indenture have existed consistently since 1998 by reason of persistent shortfalls in Project revenues (the "**Existing Events of Default**"), including as a result of, among other things, the failure to pay interest and principal on the Bonds when due and without limiting the foregoing, the Bonds constituting the "2017 Term Bonds" matured on February 1, 2017 and remain unpaid, and the Trustee has the right to exercise remedies with respect to the Collateral under the Bond Documents.

H. To avoid additional expenses that would be incurred in the Trustee's exercise of remedies, the HRA and the Trustee desire to effectuate a managed and orderly plan for the settlement of the HRA's obligations under the Bond Documents pursuant to which the HRA shall reasonably cooperate, subject to applicable law and obtaining the required consents, in the consensual marketing and sale of the Projects through the use of an experienced commercial real estate broker and the application of the net sale proceeds thereof to the repayment of the Bonds.

I. In connection with the foregoing and contemporaneously with (and in part conditioned upon) the execution of this Acknowledgment, the Trustee (with the written direction and consent of Holders that owns in excess of 51% of aggregate principal amount of Outstanding Bonds (the "**Directing Holders**")) and the HRA desire to effectuate (i) an orderly process for the sale of the Projects, and (ii) a settlement of the HRA's obligations under the Bond Documents in accordance with the terms and conditions of that certain Bond Collateral Disposition Agreement (the "**Collateral Disposition Agreement**") dated August _____, 2022 and executed by and between the HRA and the Trustee.

J. Pursuant to Section 4.2 of the ODA, the consent of the Trustee and the Counties is required in connection with the HRA's sale of any Project and as further set forth herein, each of the Counties desires to provide its acknowledgment and consent to the sale of the Projects as contemplated by the terms of the Collateral Disposition Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The foregoing Recitals set forth above are an integral part of this Acknowledgment and are hereby incorporated into and made a part of this Acknowledgment.

2. ACKNOWLEDGMENT AND CONSENT TO PROJECT SALES. Each County hereby acknowledges that the HRA intends to market and sell the Projects in accordance with the sale procedures and terms set forth in the Collateral Disposition Agreement, including, without limitation, that all final sales prices obtained by the Broker (as defined therein) with respect to the Projects are subject to the approval of the Trustee. Pursuant to Section 4.2 of the ODA, each County hereby provides its consent in advance to each such Project sale made by the HRA as approved and accepted by the Trustee.

3. POST-SALE ADJUSTMENT OF SHARING RATIOS, OPERATING DEFICIT DEPOSIT, AND PROPORTIONATE SHARES. The Parties acknowledge and agree that upon the HRA closing the sale of each Project:

(a) each County's Sharing Ratio as provided and defined under the ODA shall be adjusted as necessary to account for the closing of each such Project by the Trustee and the HRA and Trustee shall calculate all future Operating Deficit Deposits and each County's Proportionate Share, as each term is defined under the ODA, as necessary to account for the closing of each such Project, effective as of the date of such closing and for the avoidance of doubt, such adjustments shall not be applied retroactively for any previous tax year calculation periods under the ODA, whether or not the HRA has timely completed such calculation (in accordance with the time periods required under the ODA) as of the applicable closing date; and

(b) on the date (the "**Cutoff Date**") that the last and final Project has been closed, each County's obligations arising under the ODA after the Cutoff Date shall terminate and any obligations arising prior to the Cutoff Date, including the obligation to pay over to the Trustee any funds already levied (or required to be levied) in accordance therewith shall remain outstanding and obligated to be paid to Trustee in accordance with the terms of the ODA (such remaining obligations herein referred to as the "**Remaining ODA Obligations**").

(c) After the Cutoff Date and after the Remaining ODA Obligations of all Counties have been fully performed and paid to the Trustee, the Parties agree that they will each execute and deliver the mutual release agreement attached hereto as **Exhibit A**.

4. MISCELLANEOUS.

(a) No Modification or Waiver. Except as expressly modified in Section 3 above, nothing in this Acknowledgment shall be deemed to modify or waive any of the existing terms and provisions set forth in the ODA.

(b) Counterparts. To facilitate execution, this Acknowledgment may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Acknowledgment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties. Delivery of an executed counterpart of a signature page of this Acknowledgment by facsimile or e-mail in .pdf format shall be effective as delivery of a manually executed counterpart of this Acknowledgment.

(c) Authority to be Bound. By his or her signature below, each signatory individual certifies that he or she is the properly authorized agent or officer of the applicable Party hereto and has the requisite authority necessary to execute this Acknowledgment on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

(d) Choice of Law. The validity of this Acknowledgment, the construction of its terms, the interpretation of the rights and duties of the parties hereto, and all other matters arising from this Acknowledgment shall be governed by the laws of the State of Minnesota.

(e) Captions. The captions and headings in this Acknowledgment are for convenience only and in no way define or describe the scope or content of any provision of this Acknowledgment.

(f) Severability. Should any provision of this Acknowledgment be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part,

term or provision shall be deemed not to be a part of this Acknowledgment. Furthermore, the Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions; and in the event the Parties are unable to agree, the Parties authorize a court of competent jurisdiction to modify this Acknowledgment as necessary to preserve the overall effect of the Acknowledgment.

(Signature Page to Follow)

Signature Page 1 of 7 to County ODA Acknowledgment and Consent

**U.S. Bank Trust Company, National Association,
solely in its capacity as Indenture Trustee**

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

On this _____ day of _____, 2022, before me, a Notary Public within and for
said County, personally appeared _____, being by me duly sworn, did say that
he/she is the _____ of U.S. Bank Trust Company, National Association,
a national banking association referred to in the foregoing instrument.

Notary Public

(Notarial Seal)

Signature Page 2 of 7 to County ODA Acknowledgment and Consent

**Southcentral Minnesota Multi-County Housing
and Redevelopment Authority**

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

On this _____ day of _____, 2022, before me, a Notary Public within and for said County, personally appeared _____ and _____, being by me duly sworn, did say that they are the _____ and _____ of the SOUTHCENTRAL MINNESOTA MULTI-COUNTY HOUSING AND REDEVELOPMENT AUTHORITY, the public body corporate and politic referred to in the foregoing instrument; that said instrument was signed and sealed on its behalf by authority of its Board of Commissioners; and they acknowledged said instrument to be the free act and deed of said Authority.

(Notarial Seal)

Notary Public

(Notarial Seal)

Signature Page 4 of 7 to County ODA Acknowledgment and Consent

SEAL

County of Sibley, Minnesota

By: _____
Its: Chair _____

ATTEST: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF SIBLEY)

On this _____ day of _____, 2022, before me, a Notary Public within and for said County, personally appeared _____, being by me duly sworn, did say that he/she is the Chair of the COUNTY OF SIBLEY, a political subdivision of the State of Minnesota, the subdivision referred to in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said political subdivision; that said instrument was signed and sealed on behalf of said political subdivision by authority of its County Board; and he/she acknowledged said instrument to be the free act and deed of said political subdivision.

(Notarial Seal)

Notary Public

(Notarial Seal)

Signature Page 6 of 7 to County ODA Acknowledgment and Consent

SEAL

County of Waseca, Minnesota

By:

Its: Chair

ATTEST: _____

Its: _____

STATE OF MINNESOTA)

) ss.

COUNTY OF WASECA)

On this _____ day of _____, 2022, before me, a Notary Public within and for said County, personally appeared _____, being by me duly sworn, did say that he/she is the Chair of the COUNTY OF WASECA, a political subdivision of the State of Minnesota, the subdivision referred to in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said political subdivision; that said instrument was signed and sealed on behalf of said political subdivision by authority of its County Board; and he/she acknowledged said instrument to be the free act and deed of said political subdivision.

Notary Public

(Notarial Seal)

Signature Page 7 of 7 to County ODA Acknowledgment and Consent

SEAL

County of Watonwan, Minnesota

By: _____
Its: Chair _____

ATTEST: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF WATONWAN)

On this _____ day of _____, 2022, before me, a Notary Public within and for said County, personally appeared _____, being by me duly sworn, did say that he/she is the Chair of the COUNTY OF WATONWAN, a political subdivision of the State of Minnesota, the subdivision referred to in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said political subdivision; that said instrument was signed and sealed on behalf of said political subdivision by authority of its County Board; and he/she acknowledged said instrument to be the free act and deed of said political subdivision.

Notary Public

(Notarial Seal)

EXHIBIT A
to County ODA Acknowledgment, Amendment, And Consent

Mutual Release Agreement

This MUTUAL RELEASE AGREEMENT (hereinafter "**Agreement**") dated as of _____, 202____, is executed by and between the Southcentral Minnesota Multi-County Housing and Redevelopment Authority, a public body corporate and politic duly organized and existing under the laws of the State of Minnesota (the "**HRA**"), U.S. Bank Trust Company, National Association, solely in its capacity as successor indenture trustee (the "**Trustee**"), under the Indenture (herein defined) and the Counties of Martin, Sibley, Nicollet, Waseca and Watonwan, political subdivisions of the State of Minnesota (the "**Counties**" and each, individually, a "**County**"). Each of the Trustee, the HRA, and the Counties shall be referred to as a "**Party**" and collectively, the "**Parties**". Each of the Trustee and the HRA shall be referred to as a "**Party**" and collectively, the "**Parties**".

WHEREAS, the HRA issued its Pooled Housing Development Revenue and Limited Annual Tax Bonds (Pooled Housing Program) Series 1993 (the "**Bonds**") in the aggregate principal amount of \$20,315,000, pursuant to that certain Basic Indenture of Trust by and between the Trustee (as successor trustee to U.S. Bank National Association, successor by merger to U.S. Bank Trust National Association (f/k/a First Trust National Association,)) and the HRA dated as of May 1, 1993 (the "**Basic Indenture**"), that was supplemented by the Series 1993 Supplemental Indenture of Trust of the same date (the "**Series 1993 Supplemental Indenture**"), as further supplemented by that Second Supplemental Indenture dated July 31, 2000 (the "**Second Supplemental Indenture**" and together with the Series 1993 Supplemental Indenture and the Basic Indenture, the "**Indenture**").

WHEREAS, In connection with the issuance of the Bonds, in 1993, the Counties of Martin, Sibley, Waseca, Nicollet and Watonwan, Minnesota, political subdivisions of the State of Minnesota (the "**Counties**", and each individually a "**County**") entered into an Operating Deficit Agreement with the HRA on May 14, 1993, (the "**Original ODA**"), which was subsequently replaced by the Restated and Superseding Operating Deficit Agreement dated as of July 31, 2000, by and among the Counties, the HRA and the Trustee (the "**ODA**").

WHEREAS, Events of Default exist with respect to the Bonds and in connection therewith, the Parties entered into that certain Acknowledgment, Amendment and Consent Agreement (the "**Acknowledgment Agreement**") dated as of August _____, 2022 relating to the orderly sale of the Projects. Capitalized terms used but not defined herein shall have the meanings under the Indenture and/or Acknowledgment Agreement as applicable.

WHEREAS, as required by Section 3 of the Acknowledgment Agreement, the Parties desire to release each other from any and all obligations arising under the ODA, and with respect to the Counties, under the Indenture, the Bonds and related Bond Documents, each pursuant and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, and the further consideration of the benefits to accrue to the Parties under this Agreement, the Parties agree, represent, and warrant as follows:

1. Each Party (an **"ODA Releasing Party"**), on its own behalf and on behalf of its past, present, and future officers, directors, employees, shareholders, agents, servants, representatives, attorneys, predecessors, successors, parents, subsidiaries, affiliates, partners, trustees, associates, insurers, and all other persons, firms, or corporations of any kind or nature whatsoever in privity or affiliated with them, whether or not specifically named herein, releases and forever discharges (except to the limited extent set forth in Section 3 hereof), as applicable, each other Party (an **"ODA Released Party"**), its officers, agents, attorneys, employees, attorneys, successors and assigns, of and from any and all past, present and future claims, demands, debts, accounts, contracts, obligations, liabilities, actions and causes of action, of any nature whatsoever whether in law or in equity, whether known or unknown, which the Releasing Party ever had, now has, or may have, directly or indirectly, arising out of or in any way related to the ODA.
2. Each of the HRA and the Trustee (a **"Bond Related Releasing Party"**), and each of the Counties (a **"County Related Releasing Party"**), each on its own behalf and on behalf of its past, present, and future officers, directors, employees, shareholders, agents, servants, representatives, attorneys, predecessors, successors, parents, subsidiaries, affiliates, partners, trustees, associates, insurers, and all other persons, firms, or corporations of any kind or nature whatsoever in privity or affiliated with them, whether or not specifically named herein, hereby releases and forever discharges (except to the limited extent set forth in Section 3 hereof), as applicable, each other Party as defined in this Section 2 (a **"Bond Related Released Party"**), its officers, agents, attorneys, employees, attorneys, successors and assigns, of and from any and all past, present and future claims, demands, debts, accounts, contracts, obligations, liabilities, actions and causes of action, of any nature whatsoever whether in law or in equity, whether known or unknown, which the Releasing Party ever had, now has, or may have, directly or indirectly, arising out of or in any way related to the the Bonds, the Indenture, the Mortgage and any and all other Bond Documents (excluding the ODA) executed by the Parties in connection with the transactions evidenced by the Bonds and the Indenture.
3. Notwithstanding the foregoing, neither the Bonds nor the Indenture or the rights of the Trustee thereunder (i) as against any party other than the HRA, and (ii) with respect to any collateral, insurance claims and proceeds thereof and any monies and funds currently on deposit with the Trustee, shall be deemed terminated, but for the avoidance of doubt, the HRA shall not have any remaining payment or other obligations of any kind or nature thereunder or with respect thereto).
4. The HRA, the Counties, and the Trustee hereby each hereby represent and warrant that each of them are duly authorized under its respective organizational documents and laws of the State of Minnesota to make the covenants as herein provided, and all necessary action and proceedings on its part to be taken for the authorization, execution, delivery and performance of this Agreement have been duly and effectively taken.
5. This Agreement may not be amended, changed, revised, or modified with the prior written consent of each of the Parties.
6. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Minnesota.

7. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or e-mail in .pdf format shall be effective as delivery of a manually executed counterpart of this Agreement.
8. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof.
9. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors and assigns.

[Signatures contained on follow page]

**U.S. Bank Trust Company, National Association,
solely in its capacity as Indenture Trustee**

By: _____
Name: _____
Title: _____

**Southcentral Minnesota Multi-County Housing
and Redevelopment Authority**

By: _____
Name: _____
Title: _____

County of Martin, Minnesota

By: _____
Its: Chair _____

County of Sibley, Minnesota

By: _____
Its: Chair _____

County of Nicollet, Minnesota

By: _____
Its: Chair _____

County of Waseca, Minnesota

By: _____
Its: Chair _____

County of Watonwan, Minnesota

By: _____
Its: Chair _____



AUGUST 9, 2022
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, August 9, 2022 after the adjournment of the regular Board of Commissioners meeting. Chair Dranttel presided, and Commissioners John Luepke, Jack Kolars and David Haack were present. Commissioner Morrow was in attendance via Zoom. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

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

Consent Agenda

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

1. July 26, 2022 Board Meeting Minutes

Motion carried with all voting in favor on a roll call vote.

Public Appearances

There were no public appearances related to the regular Drainage Authority meeting.

Adjourn

Motion by Commissioner Luepke and seconded by Commissioner Kolars to adjourn the Drainage Authority Meeting. Motion carried with all voting in favor on a roll call vote.

Chair Dranttel adjourned the meeting at 9:29 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Drainage
Authority Meeting
Agenda Item

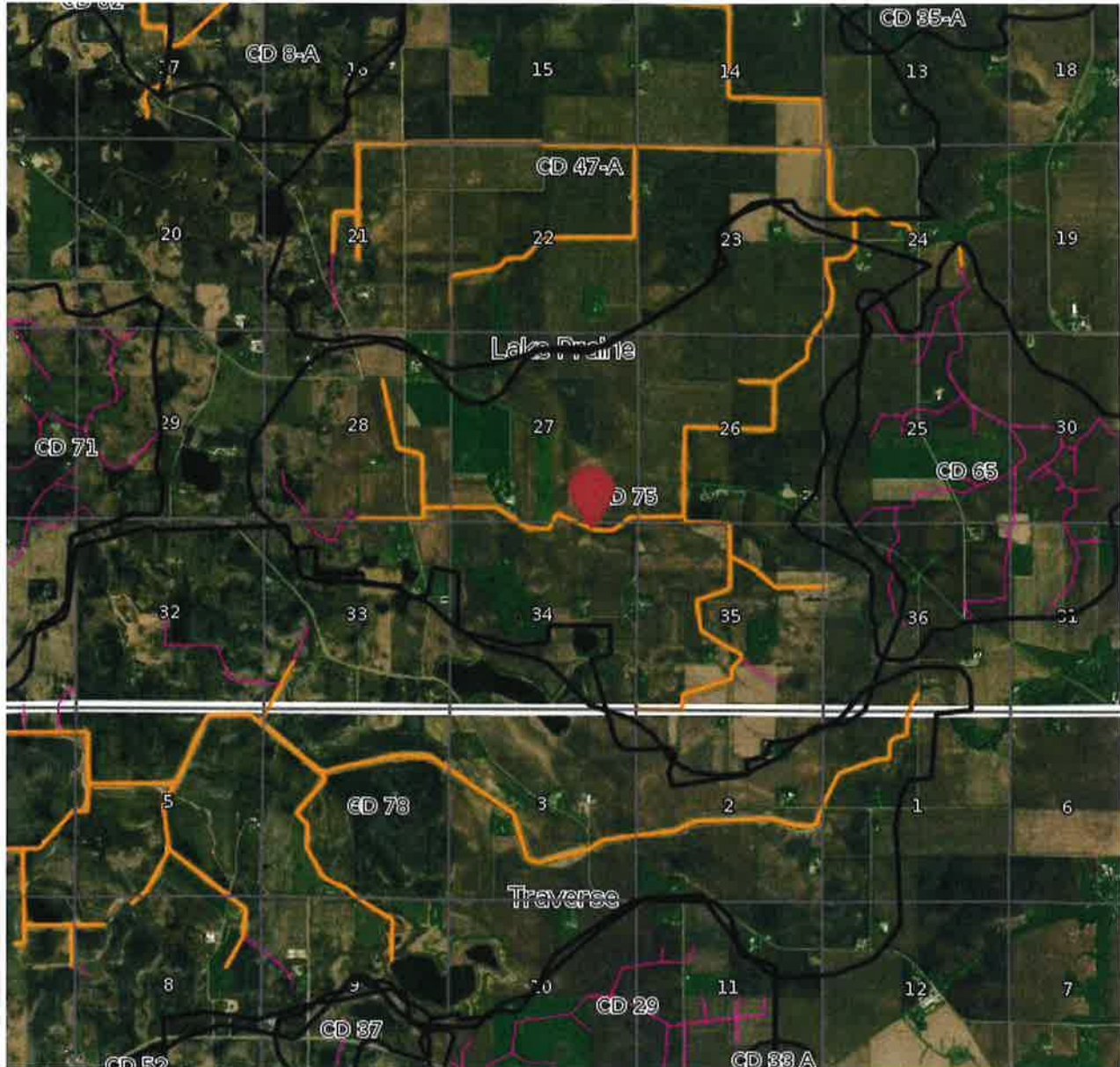


Agenda Item: Consider Ditch Repair Report 22-001 through 22-005						
Primary Originating Division/Dept.: Public Works Contact: Nate Henry Title: Drainage Inspector Amount of Time Requested minutes Presenter: Nate Henry Title: Drainage Inspector	Meeting Date: 08/23/2022 Item Type: Consent Agenda (Select One) Attachments: ☒ Yes ☐ No					
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)						
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 22-001 through 22-005						
FISCAL IMPACT: Other (Select One) If "Other", specify	FUNDING Drainage Authority Dollars = <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Other (Select One)</td> <td style="width: 50%; text-align: right;">\$4,000.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$4,000.00</td> </tr> </table>		Other (Select One)	\$4,000.00	Total	\$4,000.00
Other (Select One)	\$4,000.00					
Total	\$4,000.00					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:						

NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 75 Repair #22-001



▼ 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:	2022-04-28	Branch:	Main
Problem/Proposed Work:	A water surface intake pipe has washed out and needs to be repaired. The pipe will be reset and an anti seep collar installed. If the pipe is damaged a new metal pipe will be required.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	1	Township:	Lake Prairie
Twp:	111N	Range:	27W
Section:	34	Qtr-Qtr Section:	
Latitude:	44.383256	Longitude:	-94.057345
Parcel Number:	0734100005		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
STEVEN R HERBERG	38836 STATE HIGHWAY 22 SAINT PETER MN 56082	

LANDOWNER

Name	Address	Phone
STEVEN R HERBERG	38836 STATE HIGHWAY 22 SAINT PETER MN 56082	

STATUS LOG

Action	Date	Initials	Notes
For Review	04/28/2022	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2022-04-28	Lafayette Excavating	2000.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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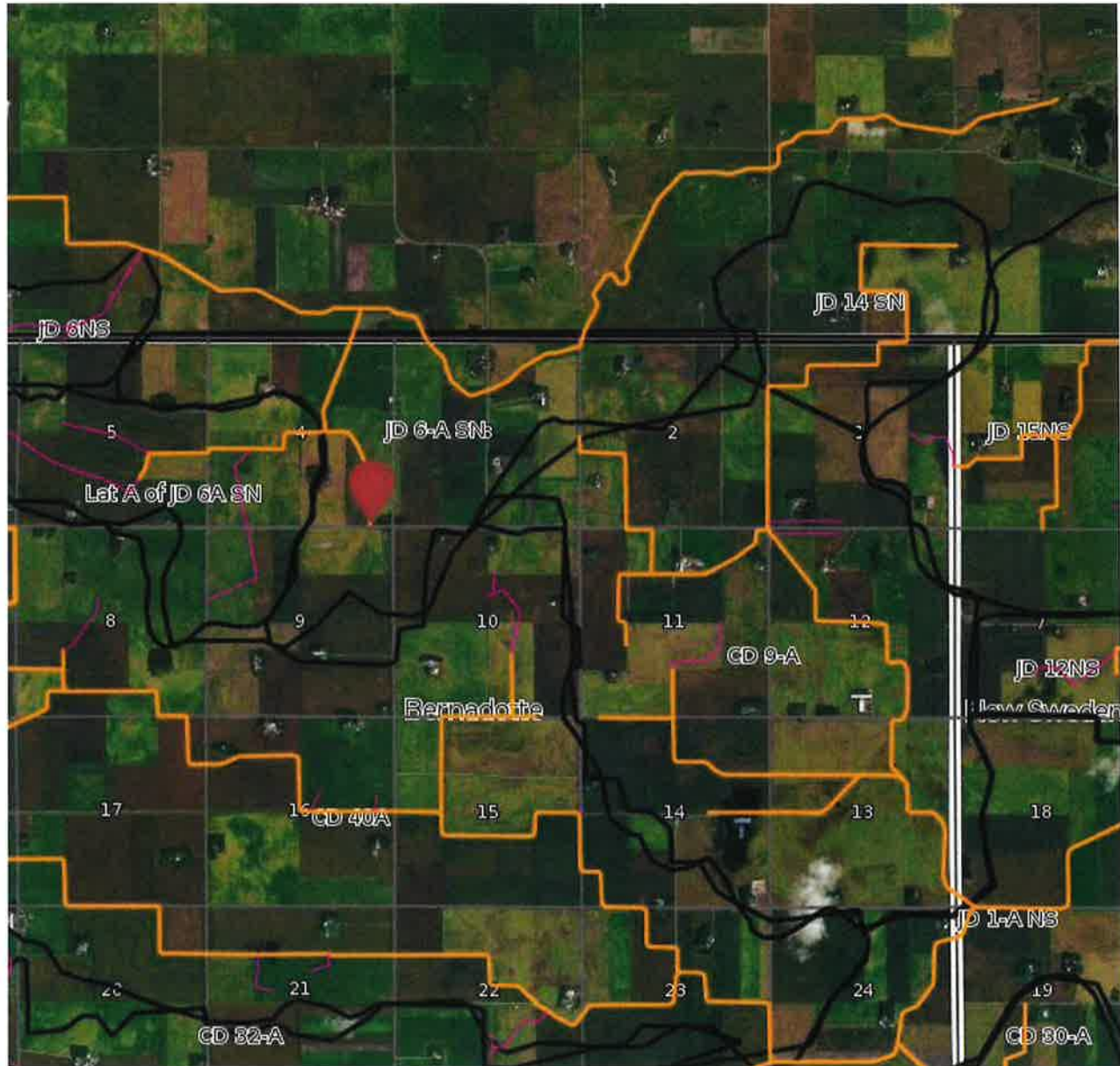
INSPECTION LOG

Date	Initials	Notes
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NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

Judicial Ditch 6-A Repair #22-002



▼ 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:	2022-05-04	Branch:	one
Problem/Proposed Work:	A six foot section of 48" metal pipe has blown into the county ditch, the source is unknown. The pipe will be removed and recycled.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	5	Township:	Bernadotte
Twp:	111N	Range:	29W
Section:	4	Qtr-Qtr Section:	
Latitude:	44.441666	Longitude:	-94.293013
Parcel Number:	0504400003		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone

LANDOWNER

Name	Address	Phone
MARIE GRAN	37127 425TH AVE SAINT PETER MN 56082	

STATUS LOG

Action	Date	Initials	Notes
For Review	05/04/2022	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2022-05-04	Lafayette Excavating	500.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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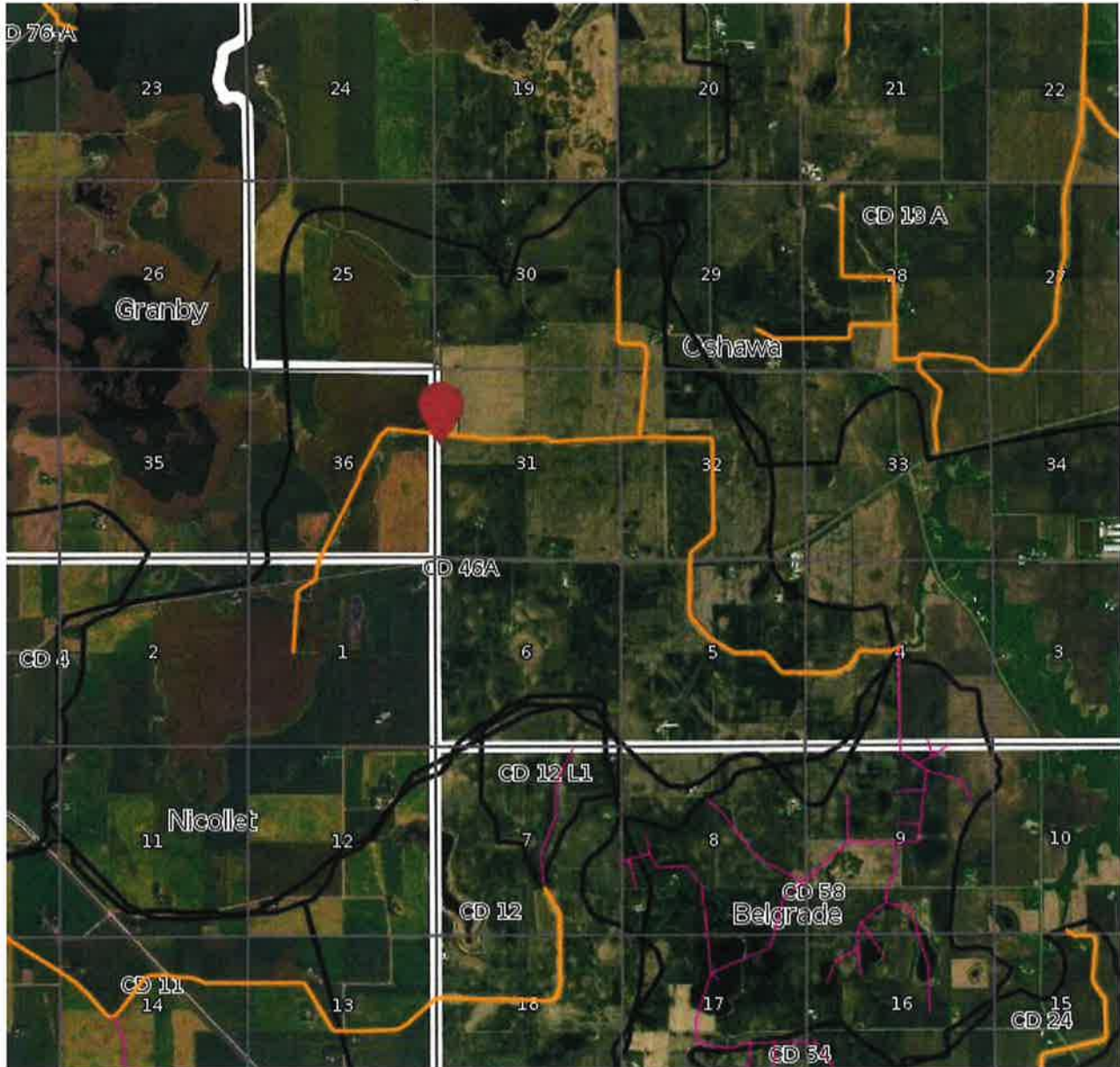
INSPECTION LOG

Date	Initials	Notes
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NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 46-A Repair #22-003



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

NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

OVERVIEW

Date Repair Was Created:	2022-05-20	Branch:	main
Problem/Proposed Work:	Beavers are building a dam and holding back water. Tom Martens is requesting the ditch system remove the dam and destroy the beavers. The trapper will be paid \$50.00 a tail.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	2	Township:	Oshawa
Twp:	110N	Range:	27W
Section:	31	Qtr-Qtr Section:	
Latitude:	44.285028	Longitude:	-94.115968
Parcel Number:	1331400010		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
Tom Martens		

LANDOWNER

Name	Address	Phone
PETERS FAMILY LLLP	41129 STATE HIGHWAY 99 SAINT PETER MN 56082	

STATUS LOG

Action	Date	Initials	Notes
For Review	05/20/2022	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2022-05-20	Lafayette Excavating	500.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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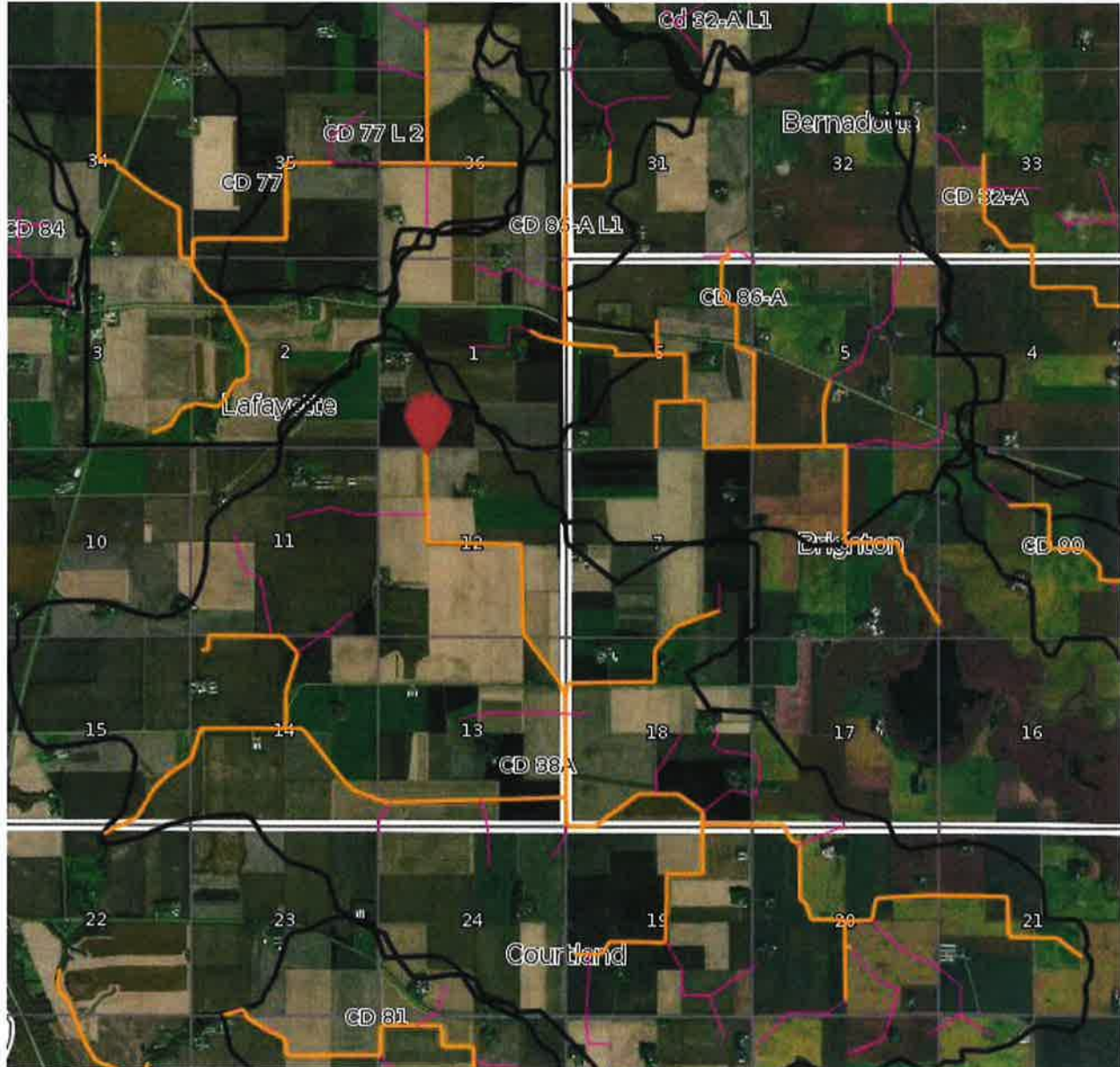
INSPECTION LOG

Date	Initials	Notes
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NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 38-A Repair #22-004



▼ 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:	2022-07-18	Branch:	main
Problem/Proposed Work:	A roll of insulated blanket had blown in the ditch and is floating in the water. The renter is requesting the ditch system remove the debris from the ditch.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	5	Township:	Lafayette
Twp:	110N	Range:	30W
Section:	12	Qtr-Qtr Section:	
Latitude:	44.348577	Longitude:	-94.371946
Parcel Number:	1012100008		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
Bob Hulke		

LANDOWNER

Name	Address	Phone
JAMES R and BETH M KRAL	16052 OAKWOOD HEIGHTS RD NEW ULM MN 56073	

STATUS LOG

Action	Date	Initials	Notes
For Review	07/18/2022	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2022-07-18	Lafayette Excavating	500.00	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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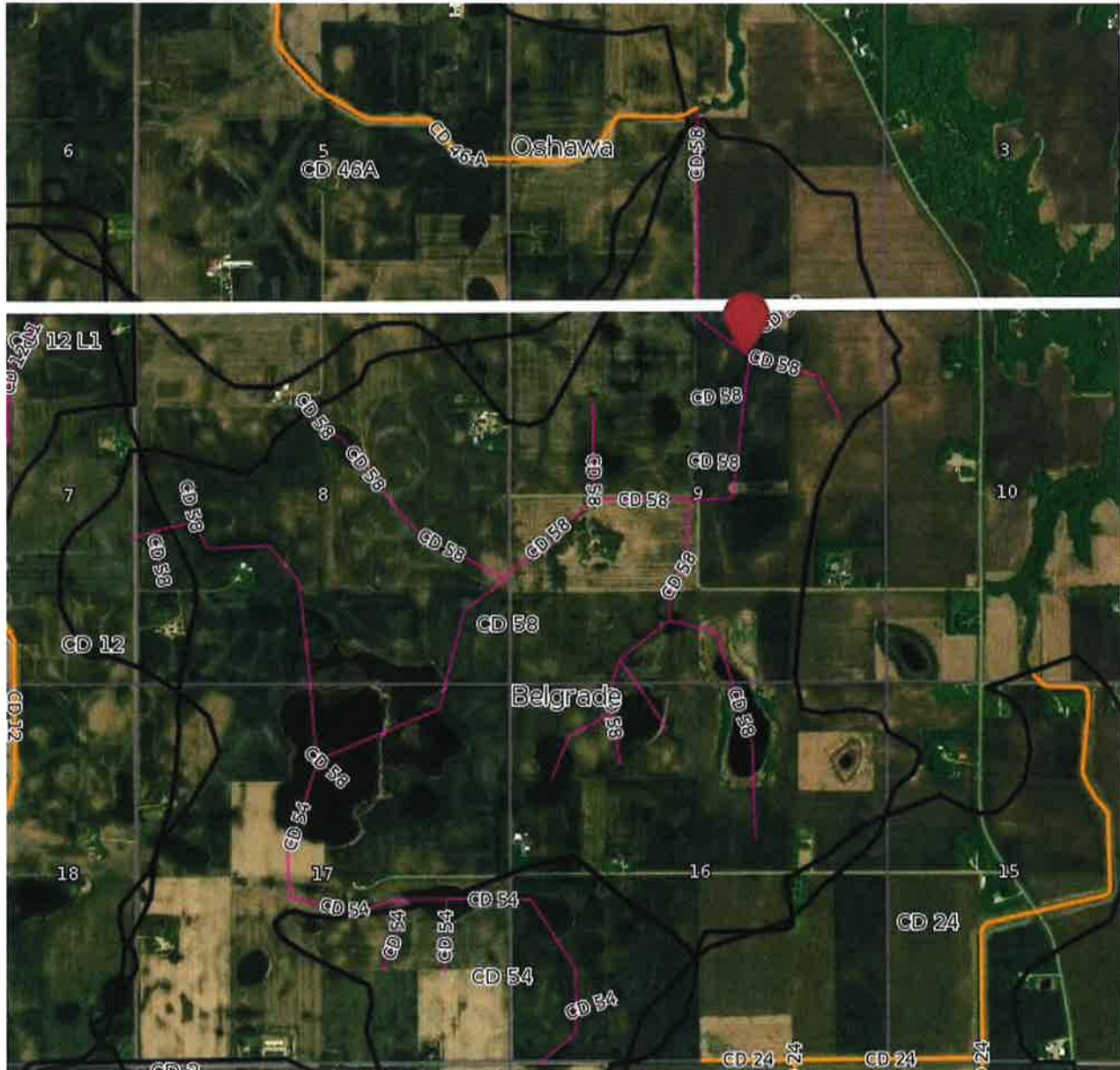
INSPECTION LOG

Date	Initials	Notes
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NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 58-A Repair #22-005



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

NICOLLET COUNTY DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

OVERVIEW

Date Repair Was Created:	2022-08-03	Branch:	main
Problem/Proposed Work:	There are several holes in the field above the county tile. The landowner is requesting the ditch system repair county tile.		
Ditch Repair:			
Tile Repair:			
FEMA Event:	False	FEMA Date:	

REPAIR LOCATION DETAILS

Commissioner District:	5	Township:	Belgrade
Twp:	109N	Range:	27W
Section:	9	Qtr-Qtr Section:	
Latitude:	44.259984	Longitude:	-94.087021
Parcel Number:	1809200006		
Location Details:			

PERSON REQUESTING REPAIR

Name	Address	Phone
KEVIN J SR MICHELS	40196 478TH ST SAINT PETER MN 56082	

LANDOWNER

Name	Address	Phone
KEVIN J SR MICHELS	40196 478TH ST SAINT PETER MN 56082	

STATUS LOG

Action	Date	Initials	Notes
For Review	08/03/2022	nhenry	

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2022-08-03	Sample Vendor	500.00	

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: Consider Ditch Repair Report 22-006						
Primary Originating Division/Dept.: Public Works Contact: Nate Henry Title: Drainage Inspector Amount of Time Requested 5 minutes Presenter: Nate Henry Title: Drainage Inspector	Meeting Date: 08/23/2022 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No					
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)						
BACKGROUND/JUSTIFICATION: Approximately 600 feet of ditch bank is sloughing in adjacent to the landowner's driveway. Houston engineering has provided a quote to mitigate the erosion and ditch bank sloughing.						
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 22-001 through 22-005						
FISCAL IMPACT: Other (Select One) If "Other", specify FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	FUNDING Drainage Authority Dollars = <table style="width: 100%; border: none;"> <tr> <td style="text-align: left;">Other (Select One)</td> <td style="text-align: right;">\$6,600.00</td> </tr> <tr> <td style="text-align: left;">Total</td> <td style="text-align: right;">\$6,600.00</td> </tr> </table>		Other (Select One)	\$6,600.00	Total	\$6,600.00
Other (Select One)	\$6,600.00					
Total	\$6,600.00					

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 83 Repair #22-006



OVERVIEW

Date Repair Was Created:	2022-08-16	Branch:	Main
Problem/Proposed Work:	Approximately 600 feet of ditch bank is sloughing in adjacent to the landowner's driveway. Houston engineering has provided a quote to mitigate the erosion and ditch bank sloughing.		
Ditch Repair:	Slough		
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:		Township:	Courtland
Twp:		Range:	
Section:		Qtr-Qtr Section:	
Latitude:	44.30322494020927	Longitude:	-94.41422557173658
Parcel Number:			
Location Details			

PERSON REQUESTING REPAIR

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

Name	Address	Phone
Michael Hippert	200 Summerset Dr	None

LANDOWNER

Name	Address	Phone
Michael Hippert	200 Summerset Dr	None

STATUS LOG

Action	Date	Initials	Notes
For Review	08/16/2022	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2022-08-16	Sample Vendor	6600	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
2022-08-26	nhenry	Site visit

INSPECTION PHOTOS

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

Date (08/26/2022) - Inspector(nhenry)

08/16/2022 - IMG 5931.JPG





Houston Engineering, Inc.

Maple Grove Office



763.443.4023



763.443.4572

16901 East Fifth and Road, Suite 140 Maple Grove, MN 55369

PROPOSED SCOPE OF WORK

The project purpose is to provide a conceptual solutions to address the channel stability of 500 feet of Nicollet County Ditch 83 (Heymans Creek). The segment of concern is just south of 446th St (T-92), approximately 1.5 miles upstream from the confluence with the Minnesota River.

Task 1: Concept Alternatives

HEI will collect existing GIS basemap data necessary for the analysis. HEI will complete a site visit to investigate the concerns. HEI will provide sketches of two alternatives. Alternatives will include 1) seepage tile and 2) moving the existing driveway to the east. HEI will develop opinions of probable construction cost estimate for the two alternatives. HEI will describe the alternatives in an email. HEI will provide the sketches to the County and incorporate one round of revisions.

DELIVERABLES

Our project scope and cost estimate will allow us to deliver:

1. Two Concept Sketches and opinions of probable construction cost
2. One site visit

PROJECT SCHEDULE

HEI will begin work on the project once a signed contract between HEI and Nicollet County is executed (see attached *HEI General Terms and Conditions*). It is anticipated that the concept sketches will be provided in September.

ASSUMPTIONS

The estimated compensation associated with completing the scope of work is based on the following assumptions:

1. Nicollet County staff will provide historic files on the ditch system.
2. There will not be coordination with regulatory agencies or landowner meetings.
3. There will be no presentations or meetings.
4. There will be no modeling.

ESTIMATED COMPENSATION

Work will be completed on a time and materials basis per HEI's standard rate schedule. We estimate the compensation for completing the tasks describe in this Scope of Work at \$6,600. We will not exceed this scope and budget without prior authorization from Nicollet County.

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

CLIENT/OWNER

HOUSTON ENGINEERING, INC.

BY: _____
AUTHORIZED REPRESENTATIVE

BY: 

AUTHORIZED REPRESENTATIVE

TITLE: _____

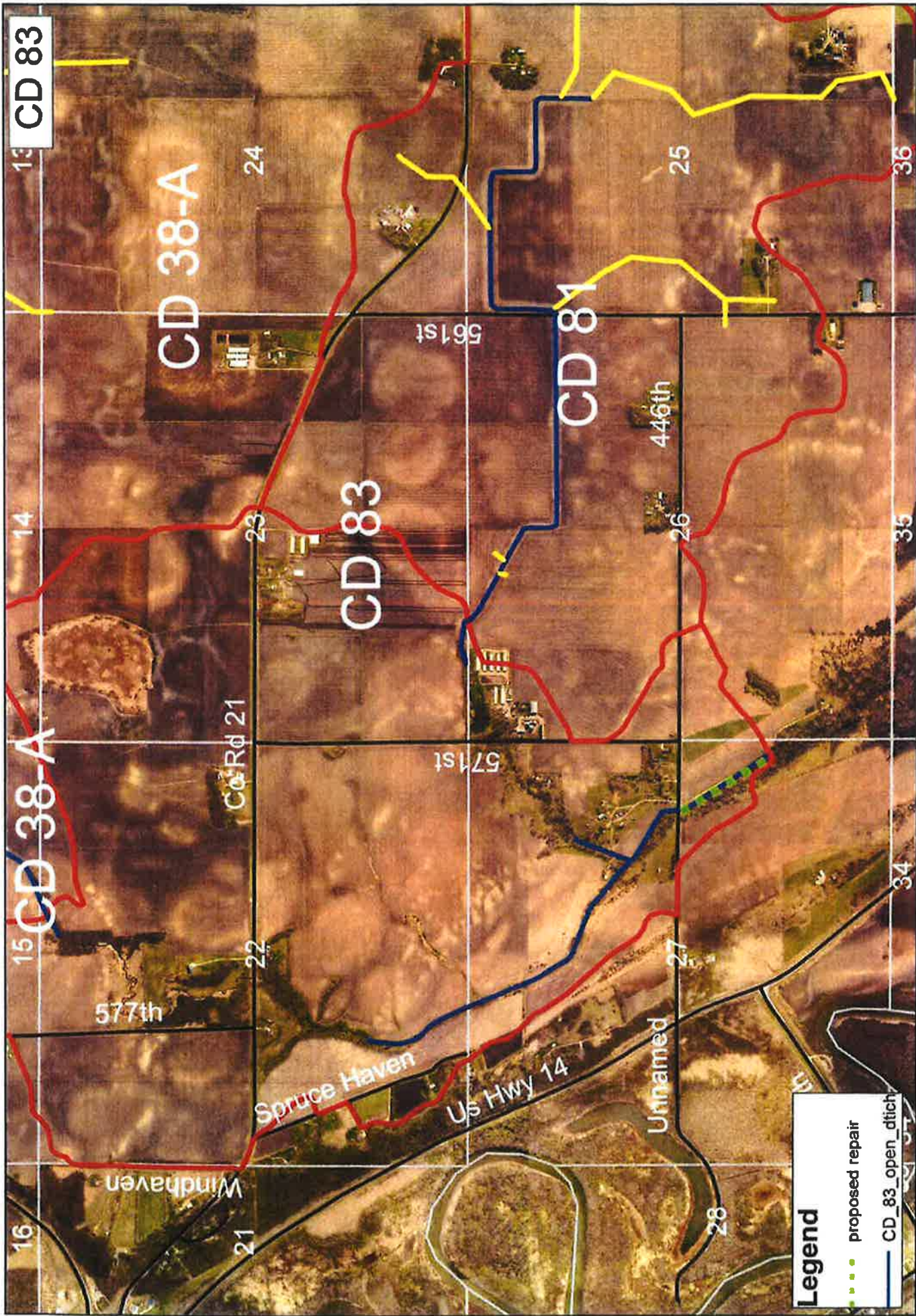
TITLE: _____

DATE: _____

DATE: _____

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON ENGINEERING, INC:

Attn: Lisa Odens, 7550 Meridian Court, Suite 140, Maple Grove, MN 55369



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one.
 This drawing is a compilation of information from various sources and is to be used for reference purposes only.
 Nicollet County Public Works - Ditch Department is not responsible for any inaccuracies herein contained.
 If discrepancies are found please contact Nicollet County Public Works Dept. at 507 931-1760