



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
May 2, 2017**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: April 18, 2017 Minutes and Summary Minutes
RE: 3.2 On & Off Beer License Renewal for Best Point Resort
RE: April 2017 Transfers

2. **9:05 a.m. Swearing in Interim County Sheriff (5 min)**

3. **9:10 a.m. Claims (5 min)**

4. **9:15 a.m. Human Resources (10 min)**

5. **9:25 a.m. Amy Beatty, Environmental Programs Specialist (15 min)**
RE: Solid Waste Licenses and 2016 County Feedlot Officer Annual Report

6. **9:40 a.m. Joshua Mankowski, Environmental Resources Specialist (15 min)**

7. **9:55 a.m. Stacy Lienemann, Director - Waseca - Le Sueur Regional Library System (10 min)**
RE: Library Legislation

8. **10:05 a.m. Darrell Pettis, County Administrator/Engineer (15 min)**
RE: Department of Revenue Service Agreement
RE: CD43 Record Correction
RE: CD44 Record Correction
RE: Wheelage Tax Discussion
RE: TRUE JPA

RE: Request for County issued credit card for Allan Sowieja, Deputy Sheriff
RE: ADA Transition Plan
RE: Le Sueur Shop Bid Opening date changed to Monday, May 22nd at 1:00 p.m.

9. **10:20 a.m. Nik Kadel, Ditch Specialist (10 min)**
RE: JD #4 Estimate

10. **10:30 a.m. Closed Session (15 min)**
RE: To develop offer to purchase real property, parcel 20.033.0100 - MN Stat.
13D.05 (3) (c) (3)

11. **Commissioner Committee Reports**

12. **Future Meetings**

13. **German Jefferson / West Jefferson Work Session**



Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: April 18, 2017 Minutes and Summary Minutes

RE: 3.2 On & Off Beer License Renewal for Best Point Resort

RE: April 2017 Transfers

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting April 18, 2017

The Le Sueur County Board of Commissioners met in regular session on Tuesday, April 18, 2017 at 9:00 a.m. at the 4H Family Center in Le Center, Minnesota. Those members present were: Steve Rohlfing, Lance Wetzel, Dave Gliszinski, John King, and Joe Connolly. Brent Christian and Carol Blaschko were also present. Darrell Pettis was excused.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the agenda.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved the consent agenda:

- Approved the April 4, 2017 County Board Minutes and Summary Minutes

Sue Rynda, Human Services Director, appeared before the Board to give the monthly Human Services Report. This presentation covered Finance, Income Maintenance, Child Support, Family Services, and Mental Health.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved a Local Collaborative Time Study State Contract from July 1, 2017 – June 30, 2022.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the Human Services claims:

Financial: \$ 31,098.57
Soc Services: \$124,713.57

Kathy Brockway, Planning & Zoning Director appeared before the Board with eight items for approval.

On motion by Connolly, seconded by Wetzel and unanimously approved via roll call 5-0, the Board approved a one year extension for an existing Conditional Use Permit #16063 for Lyra Community Solar Garden, Edina, MN (Applicant); Larry & Solveig Theis, Shakopee, MN (Owner) to allow the applicant to construct a 3 MW solar garden in a Special Protection “SP” District, on a Natural Environment “NE” lake, Querum’s Slough. Property is located in the SW 1/4 SW 1/4, Section 10, Waterville Township. Findings are on file at the Planning and Zoning Office.

On motion by Wetzel, seconded by King and unanimously approved via roll call 5-0, the Board approved a one year extension on an existing conditional use permit #16047 for Socore Red Maple LLC, Chicago, IL (Applicant); Kathleen Regenscheid Revocable Trust, Cleveland, MN (Owner) to allow the applicant to construct a 3 MW solar garden in the Conservancy “C” and Agriculture “A” Districts and the Special Protection “SP” District, on an unnamed stream. Property is located in the NW 1/4 SE 1/4, Section 24, Kasota Township. Findings are on file at the Planning and Zoning Office.

On motion by Gliszinski, seconded by Connolly and unanimously approved via roll call 5-0, the Board approved a conditional use permit to Pamela Cooney, Cleveland, MN (Applicant); John Cooney, Le Center, MN (Owner) to allow the applicant to transfer the development right from the NE 1/4 NW 1/4 in an Agriculture "A" District to the SW 1/4 NW 1/4 in a Special Protection "SP" District on a Natural Environment "NE" lake, Silver Lake. Property is located in the NW 1/4, Section 12, Cleveland Township. Findings are on file at the Planning and Zoning Office.

On motion by Connolly, seconded by Wetzel and unanimously approved via roll call 5-0, the Board approved a Conditional Use Permit to Pamela Cooney, Cleveland, MN (Applicant); John Cooney, Le Center, MN (Owner) to allow the applicant to transfer the development right from the SE 1/4 NW 1/4 in an Agriculture "A" District to the SW 1/4 NW 1/4 in a Special Protection "SP" District on a Natural Environment "NE" lake, Silver Lake. Property is located in the NW 1/4, Section 12, Cleveland Township. Findings are on file at the Planning and Zoning Office.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved a Conditional Use Permit to Pamela Cooney, Cleveland, MN (Applicant/Owner) to allow the applicant to transfer the development right from the NE 1/4 SW 1/4 in an Agriculture "A" District to the SW 1/4 NW 1/4 in a Special Protection "SP" District on a Natural Environment "NE" lake, Silver Lake. Property is located in the SW 1/4 & NW 1/4, Section 12, Cleveland Township. Findings are on file at the Planning and Zoning Office.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved a Conditional Use Permit to Mark Perkins, Cleveland, MN (Applicant); Scott & Corralee Borgmeier, Madison Lake, MN (Owner) to allow the applicant to expand an existing 400 animal unit feedlot to 1062 animal unit feedlot in an Agriculture "A" District. Property is located in the NW 1/4, Section 34, Cleveland Township. The application was approved with the following condition and findings are on file at the Planning and Zoning Office:

- Abide by regulations set forth in the NPDES Permit.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved a Conditional Use Permit to Kamp Dels, Waterville, MN (Applicant); Pope Properties, Waterville, MN (Owner) to allow the applicant to expand an existing campground with an additional 46 camp sites in an Agriculture "A" District and a Recreational Commercial "RC" District, on a Recreational Development "RD" lake, Sakatah Lake. Property is located in the NW 1/4 SE 1/4, Section 23, Waterville Township. The application was approved with the following condition and findings are on file at the Planning and Zoning Office:

- Remove sign from the County Road Right of Way.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved a Conditional Use Permit to Dennis & Beverly Steffenson, Forest City, IA (Applicant/Owner): to allow the applicant to repair and replace retaining walls and stairs within the bluff and within the shore impact zone in a Recreational Residential "RR" District, on a Recreational Development "RD" lake, Lake Jefferson. Property is located in the Lot 32 Cape Horn Subdivision, Section 1, Cleveland Township. The application was approved with the following conditions and findings are on file at the Planning and Zoning Office:

- Continue to work with Environmental Resources Specialist as to vegetation plan which should contain native plants to provide screening and
- Ensure area where tile line discharges is properly protected so it does not erode.

County Attorney Brent Christian appeared before the Board with one item for approval.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board authorized a land transaction payment of \$175,000 to the City of Le Center.

Cindy Westerhouse, Human Resources Director came before the Board with several items for approval.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved to promote Todd Waldron to a full time Patrol Sergeant in the Sheriff's Office as a Grade 12, Step 11, at \$36.11 per hour.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved to post for a full time Investigator in the Sheriff's Office, Grade 11, Step 1 at \$24.01 per hour.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to promote Matt Shouler to a full time Patrol Sergeant in the Sheriff's Office as a Grade 12, Step 10, at \$34.89 per hour, effective April 16, 2017.

On motion by Connolly, seconded by King and unanimously approved, the Board approved to advertise for a part time Corrections Officer/Dispatcher in the Sheriff's Office as a Grade 6, Step 1 at \$17.94 per hour.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved to post and request the merit list for a full time Case Aide in Human Services, Grade 4, Step 1 at \$15.97.

Cindy Shaughnessy, Public Health Director appeared before the Board with one item for approval.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign an amended Le Sueur – Waseca CHB Joint Powers Agreement.

Nik Kadel, Le Sueur County Ditch Inspector appeared before the Board to present a ditch report/update of Le Sueur County ditches.

Jim McMillen, Maintenance Director appeared before the Board with two items for approval.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved and authorized the Board Chair to sign a contract with BKV Group for Architect/Engineering services for the Le Sueur County Justice Center and Courthouse Remodel Project.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved and authorized the Board Chair to sign a contract with Adolfson & Peterson for Construction Management services for the Le Sueur County Justice Center and Courthouse Remodel Project.

Miranda Rosa, Drug Court appeared before the Board with one item for approval.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair to sign a First Judicial District Court and Le Sueur County Cooperative Agreement.

Brett Mason, Deputy Sheriff appeared before the Board with one item for approval.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign a 2017 State of Minnesota Federal Supplemental Boating Safety Patrol Grant Agreement.

Jim Golgart, Veterans Services appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the release of \$1,100 to the Le Sueur County Service Clubs to assist in Memorial Day expenses.

Dave Tiegs, Assistant Highway Engineer appeared before the Board with several items for approval.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign the following MnDOT Lighting Agreement Resolution:

IT IS RESOLVED that Le Sueur County enter into MnDOT Agreement No. 1027080 with the State of Minnesota , Department of Transportation for the following purposes:

To provide for maintenance by the County for lighting associated with construction to be performed upon, along and adjacent to Trunk Highway No. 19 at CSAH 3 under State Project No. 4003-26 (TH19)

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

On motion by King, seconded by Wetzel and unanimously approved, the Board approved to set the Le Sueur Shop bid opening date for May 16, 2017 at 10:00 a.m.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved a bid opening date of May 22, 2017 at 1:00 p.m. for the following 2017 projects:

County-Wide Seal Coats	040-030-012
CSAH 3, CIR from TH 99 to TH 21	040-603-028

CSAH 3, FDR from South County Line to TH 60	040-603-026
CSAH 12, CIR from CSAH 13 to CSAH 11	040-612-009
CSAH 26, CIR from Lexington To Montgomery	040-626-045
CSAH 61, CIR from South County Line to TH 60	040-661-003
County-Wide Striping	NA

Brian Collins, Probation appeared before the Board with one item for approval.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign a State of Minnesota Income Contract for the Sentencing to Service program.

On motion by King, seconded by Gliszinski and unanimously approved, the Board recessed the Board meeting until 11:00 a.m.

At 11:00 a.m. the Board reconvened for a public hearing for a ditch lien on County Ditch 23. Le Sueur County Auditor-Treasurer Pam Simonette recommended a lien in the amount of \$56,859 and was available for questions.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board authorized a 32% lien for County Ditch 23 in the amount of \$56,859 to be spread over three years with an interest rate of 4%. There is a \$5.00 minimum charge with no penalty for early payment.

Informational meetings to discuss repairs and possible redeterminations then began for County Ditches 23, 43 and 44. Chuck Brandel, Engineer with ISG presented the preliminary repair reports for each ditch. After public comments and questions, John Kolb, Attorney with Rinke-Nonan reviewed the issues presented and made recommendations to the Board.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board directed Attorney John Kolb to prepare an order directing ISG to move forward with a full repair report of County Ditch 23 and hold at least one meeting for public input prior to returning to the Board with a completed repair report. A decision on redetermination will be made at a later date, after the repair report is completed.

On motion by Wetzel, seconded by King and unanimously approved, the Board directed Attorney John Kolb to prepare an order to correct the record for County Ditch 43 prior to consideration of a redetermination of benefits.

On motion by King, seconded by Gliszinski and unanimously approved, the Board directed Attorney John Kolb to prepare an order to correct the record for County Ditch 44 prior to consideration of a redetermination of benefits.

Board Member Committee Reports: None

On motion by Wetzel, seconded by King and unanimously approved, the following claims were approved for payment:

Warrant #	Vendor Name	Amount
44901	Advanced Correctional Healthcare Inc.	\$ 2,346.84
44902	American Engineering Testing Inc.	\$ 20,000.00
44905	Ancom Communications	\$ 3,920.00
44912	Bolton & Menk Inc.	\$ 3,370.00
44939	Genesis	\$ 22,957.52
44972	Richard Lea	\$ 2,220.00
44981	Minn St Admin ITG Telecom	\$ 5,480.00
44982	MN Counties Computers Coop	\$ 15,987.00
44992	Anthony Nerud	\$ 2,711.25
45001	Paragon Printing & Mailing Inc.	\$ 11,419.81
45003	Pro-West & Associates Inc.	\$ 2,753.04
45006	Ridgeview Medical Center	\$ 2,835.40
45013	Ruby's Drainage Viewing LLC	\$ 2,836.78
45019	S.M.C. Co. Inc.	\$ 3,353.12
45020	Springsted Inc.	\$ 3,100.00
45023	Suel Printing Co.	\$ 3,812.45
45024	Summit	\$ 8,467.00
45027	Technical Solutions of Madison Lake Inc.	\$ 2,286.22
45035	Trimin Systems Inc.	\$ 13,230.00
45046	Wayne's Auto Body	\$ 2,640.64
45052	Wornson-Goggins-Zard	\$ 2,409.50
131 Claims paid less than \$2,000.00:		\$ 45,603.76
21 Claims paid more than \$2,000.00:		\$138,136.57
152 Total all claims paid:		\$183,740.33

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday May 2, 2017 at 9:00 a.m.

ATTEST: _____
Le Sueur County Administrator **Le Sueur County Chairman**

Summary Minutes of Le Sueur County Board of Commissioners Meeting, April 18, 2017

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.
- Approved the agenda. (Connolly-Gliszinski)
- Approved the consent agenda. (King-Wetzel)
- Approved claims for Human Services: Financial \$31,098.57 and Soc Services \$124,713.57 (Wetzel-King)
- Approved a Local Collaborative Time Study State Contract from July 1, 2017 – June 30, 2022. (King-Gliszinski)
- Approved a one year extension for an existing Conditional Use Permit #16063 for Lyra Community Solar Garden, Edina, MN (Applicant); Larry & Solveig Theis, Shakopee, MN (Owner). Findings are on file at the Planning and Zoning Office. (Connolly-Wetzel)
- Approved a one year extension on an existing conditional use permit #16047 for Socore Red Maple LLC, Chicago, IL (Applicant); Kathleen Regenscheid Revocable Trust, Cleveland, MN (Owner). Findings are on file at the Planning and Zoning Office. (Wetzel-King)
- Approved a conditional use permit to Pamela Cooney, Cleveland, MN (Applicant); John Cooney, Le Center, MN (Owner). Findings are on file at the Planning and Zoning Office. (Gliszinski-Connolly)
- Approved a Conditional Use Permit to Pamela Cooney, Cleveland, MN (Applicant); John Cooney, Le Center, MN (Owner). Findings are on file at the Planning and Zoning Office. (Connolly-Wetzel)
- Approved a Conditional Use Permit to Pamela Cooney, Cleveland, MN (Applicant/Owner). Findings are on file at the Planning and Zoning Office. (King-Gliszinski)
- Approved a Conditional Use Permit to Mark Perkins, Cleveland, MN (Applicant); Scott & Corralee Borgmeier, Madison Lake, MN (Owner). The application was approved with conditions and findings are on file at the Planning and Zoning Office: (King-Wetzel)
- Approved a Conditional Use Permit to Kamp Dels, Waterville, MN (Applicant); Pope Properties, Waterville, MN (Owner). The application was approved with conditions and findings are on file at the Planning and Zoning Office: (Wetzel-Gliszinski)
- Approved a Conditional Use Permit to Dennis & Beverly Steffenson, Forest City, IA (Applicant/Owner). The application was approved with conditions and findings are on file at the Planning and Zoning Office: (Connolly-Gliszinski)
- Authorized a land transaction payment of \$175,000 to the City of Le Center. (Wetzel-Gliszinski)
- Approved to promote Todd Waldron to a full time Patrol Sergeant in the Sheriff's Office. (Gliszinski-Connolly)
- Approved to post for a full time Investigator in the Sheriff's Office. (King-Wetzel)
- Approved to promote Matt Shouler to a full time Patrol Sergeant in the Sheriff's Office. (Wetzel-Gliszinski)
- Approved to advertise for a part time Corrections Officer/Dispatcher in the Sheriff's Office. (Connolly-King)
- Approved to post and request the merit list for a full time Case Aide in Human Services. (King-Wetzel)
- Approved an amended Le Sueur – Waseca CHB Joint Powers Agreement. (Wetzel-Gliszinski)
- Approved a contract with BKV Group for Architect/Engineering services for the Le Sueur County Justice Center and Courthouse Remodel Project. (King-Wetzel)
- Approved a contract with Adolfson & Peterson for Construction Management services for the Le Sueur County Justice Center and Courthouse Remodel Project. (Gliszinski-Wetzel)
- Approved a First Judicial District Court and Le Sueur County Cooperative Agreement. (King-Gliszinski)
- Approved a 2017 State of Minnesota Federal Supplemental Boating Safety Patrol Grant Agreement. (Wetzel-King)
- Approved the release of \$1,100 to the Le Sueur County Service Clubs to assist in Memorial Day expenses. (Gliszinski-Connolly)

- Approved a MnDOT Lighting Agreement Resolution No. 1027080 under State Project No. 4003-26. (Gliszinski-King)
- Approved to set the Le Sueur Shop bid opening date for May 16, 2017 at 10:00 a.m. (King-Wetzel)
- Approved a bid opening date of May 22, 2017 at 1:00 p.m. for 2017 Highway projects (Wetzel-Gliszinski)
- Approved a State of Minnesota Income Contract for the Sentencing to Service program. (King-Gliszinski)
- The Board recessed the Board meeting until 11:00 a.m. (King-Gliszinski)
- Approved a 32% lien for County Ditch 23 in the amount of \$56,859 to be spread over three years with an interest rate of 4%. There is a \$5.00 minimum charge with no penalty for early payment. (Connolly-Gliszinski)
- The Board directed Attorney John Kolb to prepare an order directing ISG to move forward with a full repair report of County Ditch 23 and hold at least one meeting for public input prior to returning to the Board with a completed repair report. A decision on redetermination will made at a later date, after the repair report is completed. (Gliszinski-Connolly)
- The Board directed Attorney John Kolb to prepare an order to correct the record for County Ditch 43 prior to consideration of a redetermination of benefits. (Wetzel-King)
- The Board directed Attorney John Kolb to prepare an order to correct the record for County Ditch 44 prior to consideration of a redetermination of benefits. (King-Gliszinski)
- The following claims were approved for payment: (Wetzel-King)

Warrant #	Vendor Name	Amount
44901	Advanced Correctional Healthcare Inc.	\$ 2,346.84
44902	American Engineering Testing Inc.	\$ 20,000.00
44905	Ancom Communications	\$ 3,920.00
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45046	Wayne's Auto Body	\$ 2,640.64
45052	Wornson-Goggins-Zard	\$ 2,409.50
131	Claims paid less than \$2,000.00:	\$ 45,603.76
21	Claims paid more than \$2,000.00:	\$138,136.57
152	Total all claims paid:	\$183,740.33

- Adjourned until Tuesday May 2, 2017 at 9:00 a.m. (Connolly-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

April, 2017 Transfers

- #1652 Transfer 9,496.72 from Ditch to Revenue
(2012-2016 Postage & Fees)

- #1653 Transfer 4,038.00 from Agency to Revenue
(April Landshark)



Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 2

9:05 a.m. Swearing in Interim County Sheriff (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 3

9:10 a.m. Claims (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 4

9:15 a.m. Human Resources (10 min)

Staff Contact:



Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057
Telephone: 507-357-8517 • Fax: 507-357-8607
Cindy Westerhouse – Human Resources Director

HUMAN RESOURCES AGENDA ITEMS May 2, 2017

9:05 a.m.

Swearing in of Brett Mason; appointed to fill the unexpired term of the County Sheriff created by the retirement of David Tietz, effective April 29, 2017.

9:15 a.m.

Recommendation to accept the Memorandum of Agreement to grant the leave of absence request from Nick Greenig from his position as Patrol Sergeant in the Sheriff's Office, effective April 29, 2017.

Recommendation to accept the resignation request from Kelly Wroe, full time Accounting/License Clerk in the License Bureau/Auditor-Treasurer's Office, effective May 12, 2017. Kelly has been employed with Le Sueur County since March 2015.

Recommendation to post and advertise for a full time Accounting/License Clerk in the License Bureau/Auditor-Treasurer's Office, as a Grade 7, Step 1 at \$19.00 per hour.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 5

9:25 a.m. Amy Beatty, Environmental Programs Specialist (15 min)

RE: Solid Waste Licenses and 2016 County Feedlot Officer Annual Report

Staff Contact:



ENVIRONMENTAL SERVICES

Mailing Address: 88 South Park Avenue, Le Center, MN 56057

Physical Address: 515 South Maple Avenue, Le Center, MN 56057

Direct Dial: 507-357-8538 Fax: 507-357-8541

Email: environmentalservices@co.le-sueur.mn.us

County Website: www.co.le-sueur.mn.us

DATE: Friday, April 28, 2017

TO: Le Sueur County Board of Commissioners

FROM: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: Le Sueur County's 2016 Feedlot Annual Report

Attached are the Le Sueur County 2016 Annual County Feedlot Officer Annual Report and Performance Credit Report, Supplemental Information Page, 2016 MPCA County Feedlot Financial Report, and MPCA 2016 Feedlot Review Form and Letter. These report forms were provided to the county from the Minnesota Pollution Control Agency (MPCA) to report the feedlot activities conducted by the county feedlot officer in 2016.

Each year the county's feedlot program is reviewed by MPCA staff to determine if the county is meeting its feedlot goals and requirements, per the approved work plan. Le Sueur County's program was reviewed on March 10, 2017. As part of the review process, the county feedlot officer presents the report to the County Board of Commissioners for review, and if approved, a motion to have the Chair sign the report.

For 2016, the county's feedlot program was funded through the Minnesota Pollution Control Agency.

Minnesota Pollution Control Agency Feedlot Program
2016 Annual County Feedlot Officer Annual Report and Performance Credit Report

(Data for the Period: January 1, 2016 - December 31, 2016)

Revised January 6, 2017

County:	Le Sueur County						
Contact Person:	Amy Beatty						
Phone Number:	507-357-8203						
E-Mail Address:	abeatty@co.le-sueur.mn.us						
Signature:	_____		_____				
	(Signature of County Board Commissioner)		(Date)				
All data must be entered in accordance with the Annual CFO Report Guidance Document.							
<i>Except where identified, this report address those non-NPDES/SDS site required by 7020 to be registered.</i>				No.	PC	PC Total	
REGISTRATION							
	1	Feedlots in shoreland with 10 - 49 AU:	11				
	2	Feedlots with 50 - 299 AU:	100				
	3	Non-NPDES/SDS ≥ 300 AU:	51				
	4	Feedlots with NPDES/SDS permits:	10				
	5	Total - Feedlots required to be registered:	172				
PRODUCTION SITE INSPECTIONS (compliance or construction)							
	6	Feedlots inspected in shoreland with 10 - 49 AU:	0				
	7	Feedlots inspected with 50 - 299 AU:	9				
	8	Non-NPDES/SDS ≥ 300 AU inspected:	3				
	9	Total - Non-NPDES/SDS Feedlots inspected required to be registered:	12				
	10	NPDES/SDS sites inspected:	0				
	11	Inspected Feedlots non-compliant with water quality discharge standards:	6				
LAND APPLICATION INSPECTIONS							
Non-NPDES/SDS Sites	12	Feedlots ≥ 100 AU where Level 1 land app was conducted:	6				
	13	Feedlots ≥ 100 AU where Level 1 land app result was non compliant:	4				
	14	Site ≥ 300 AU (or ≥100 AU in DWSMA) where Level 2 land app was conducted:	1				
	15	Feedlots from Line 14 where only a Level 2 land app inspection was conducted:	1				
	16	Feedlots from Line 14 where Level 2 land app result was non compliant:	1				
	17	Feedlots ≥ 100 AU where Level 3 land app was conducted:	1				
	18	Feedlots from Line 17 where only a Level 3 land app inspection was conducted:	0				
	19	Feedlots ≥ 100 AU where Level 3 land app result was non compliant:	0				
SPECIALTY INSPECTIONS							
Non-NPDES/SDS Sites	20	How many from Line 9 are construction only (Line 9 - # of compliance insp):	0				
	21	Sites with multiple inspections where at least one was a construction insp:	0	0.5	0		
	22	Feedlots inspected that are located in shoreland and/or DWSMA:	2				
	23	Complaint inspections at sites required to be registered:	0				
	24	Complaint inspections at sites NOT required to be registered:	0				
	25	On-site assistance inspections:	0				
INSPECTION TYPE (Performance Credit Eligible)							
Based on Number of Sites Inspected by Type	26	Compliance Inspections at non-NPDES/SDS sites:	12	1.5	0		
	27	Construction only Inspections at non-NPDES/SDS sites (to meet 7% min):	0	1	0		
	28	Complaint Inspections (any size site):	0	0.5			
	29	Level 2 Land Application Inspections at non-NPDES/SDS sites:	1	3	0		
	30	Level 3 Land Application Inspections at non-NPDES/SDS sites:	1	0.5	0.5		
	31	Feedlots with NPDES/SDS permits inspected:	0	0.5			
	32	Inspection Type Performance Credit Total: (Questions 26-31)			0.50		

All data must be entered in accordance with the Annual CFO Report Guidance Document.					
Except where identified, this report addresses those non-NPDES/SDS site required by 7020 to be registered.			No.	PC	PC Total
PERMITTING					
	33	30-day construction or expansion notifications received:	1		
	34	Interim Permits Issued or Modified:	0	2	0
	35	Construction Short-Form Permits Issued or Modified at Sites ≥ 300 AU:	1	1	1
	36	Public meetings held for construction or expansion to ≥ 500 AU:	1		
EMERGENCY RESPONSE (any size site)					
	37	Events where emergency response was conducted: (on-site visit)	0	2	0
PRODUCTION SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)					
	38	Feedlots where a partial environmental upgrade was achieved:	0		
	39	Feedlots where a complete environmental upgrade was achieved:	0	6	0
LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)					
Non-NPDES/SDS Sites	40	Feedlots ≥ 100 AU where Level 1 land app non-compliance was returned to compliance:	0		
	41	Feedlots ≥ 300 AU (or ≥ 100 AU located in a DWSMA) where Level 2 land app non-compliance was returned to compliance:	0		
	42	Feedlots ≥ 100 AU where Level 3 land app non-compliance was resolved:	0		
OWNER ASSISTANCE					
Describe on Supplemental Form.	43	Workshops or trainings hosted and/or co-sponsored by the CFO:	0	2	0
	44	Number of feedlot owners attending events in line 43:	0		
	45	Number of mailings to feedlot owners:	2		
	46	Feedlot articles placed in newspapers:	0		
STAFFING LEVEL AND TRAINING					
Line 51 Based on One CFO per County Attending Training Event	47	FTEs - (Full Time Equivalents) supplied by the CFO(s):	1		
	48	FTEs supplied by other county staff, including administrative and support staff assigned by the county to the feedlot program:	0		
	49	FTEs supplied through contract with other local government units:	0		
	50	Total Number of FTE positions that supported county program:	1		
	51	CFO - training hours: (Enter total training hours earned)	23.75	0.25	1.4375
ENVIRONMENTAL REVIEW (EAW)					
	52	EAW petitions received:	0		
	53	EAWs prepared by county:	0	4	0
AIR QUALITY NOTIFICATIONS					
	54	Notifications received claiming air quality exemptions:	20		
ENFORCEMENT ACTIONS					
	55	Letters of Warning (LOW) issued:	0		
	56	Notices of Violation (NOV) issued:	0		
	57	Court actions commenced:	0		
OTHER PROGRAM ACTIVITIES					
Describe Lines 58-62 on Supplemental Form.	58	Feedlots where a MinnFARM was conducted:	0	1	0
	59	Hours mentoring New CFOs:	0	0.25	0
	60	CFO presentations at informational or producer groups: (per event)	0	1	0
	61	Meetings with other local government and producer groups:	0		
	62	Feedlot Ordinance Revisions:	0		
TOTAL PERFORMANCE CREDITS					2.94

Minnesota Pollution Control Agency
Feedlot Program

2016 Annual County Feedlot Officer Report
Supplemental Information Page
January 1, 2016 – December 31, 2016

County Name: *Le Sueur County*

Work Plan Inspection Goals Please describe the progress made during the calendar year in meeting your 2016 work plan inspection goals. You must provide quantitative results for each inspection production site and land application goal listed in your work plan.

From Approved 2016-2017 Work Plan

Strategy Goal	
<i>Conduct facility compliance inspections at sites required to be registered that have never been inspected (all feedlots are in the MN River or Cannon River watersheds – WRAPS started for Cannon River).</i>	12
<i>Conduct a Level II land application inspection at all facility compliance inspections that are 300+ AU.</i>	3
<i>Conduct Level I land application inspection at all facility compliance inspections that are 100 to 299 AU.</i>	4
<i>Conduct Level III land application inspections at a variety of locations, types (solid and manure), and species (poultry, beef, dairy, and swine); will randomly inspect owners that call in for air quality exemptions and will random drive the county-side in spring and fall to view land application.</i>	8
<i>Conduct facility compliance inspections at sites with OLA to view compliance.</i>	2
<i>If schedule allows, conduct inspections at sites that were previously inspected that were not keeping land application records.</i>	<i>As time will allow</i>
Total	29

Conducted 12 facility compliance inspections (8 of which were not previously inspected); conducted 1 Level II land application inspection; at 6 inspections, a Level I land application inspection was conducted but no records were available to check at 4 of the sites; conducted 1 Level III land application inspections; and conducted 1 facility inspection at an OLA site

Owner Assistance Goals

Please report on the following owner assistance activities conducted in the past year. Include **date and description** for each activity listed.

- Workshops or trainings hosted and/or co-sponsored by the CFO:
None
- Newsletters/direct mailings sent to feedlot owners:
February 19, 2016 – reminder annual report letter to NPDES/SDS permit holders
September 2016 – newsletter to registered animal feedlot owners and cropland managers who receive manure (see attached)

- Feedlot articles placed in local newspapers:
None
- Other information and outreach activities not identified above:
None

Staffing Level and Training

Please list the training events you attended. Include date and the number of hours of participation for each event listed.

Date	Training	Hours	CEU
1/6/2016	WebEx - How to fill out the Annual CFO Report Form	1:12	1
2/24/2016	WebEx Tempo Registrations	1:22	1.25
3/22/2016	WebEx Tempo Inspections	0:46	0.75
4/28/2016	All CFO Training	7	7
7/27/2016	Webex LMSA, Permitting	0:57	1
8/24/2016	Webex Re-registration & Wiki Page	1:14	1.25
9/13/2016	Regional meeting - Owatonna	5	5
11/2, 3, 4	MACFO Conference	6	6
			23.25

I was sick during the MACFO Conference and left at 10:30 am on November 3rd, I am taking only 6 hours of CEU for the conference.

Feedlot Enforcement Actions

Please describe any enforcement actions (LOW, NOV, court actions) you conducted.

2 LOWs – manure on road and not being notified when manure generated outside the county was spread in the county

Other Program Activities

Please list sites where a MinnFARM was conducted. List the number of MinnFARMS conducted at each site.

None

Please list mentorship documentation here.

None

Please list any meetings, including meeting dates, which you attended with local government services and producer groups (including SWCD and NRCS Offices, Minnesota Extension Service, Dairy Inspectors, Minnesota Pork Producers, Minnesota Dairy Association, Minnesota Cattleman’s Association).

None

Please use this space to describe any feedlot ordinance revision and/or adoption proceedings for this reporting period.

None

Please use this space to list any county feedlot program activities conducted during this reporting period not identified in this form.

None

2016 MPCA County Feedlot Financial Report

The county may show all county expenditures beyond the required match.

County	Le Sueur County		
County Feedlot Officer	Amy Beatty	507-357-8203	
	NAME	PHONE	
	Budgeted	Spent	Balance Remaining
Grant Award Amount	\$ 17,009.00	\$ 17,009.00	0
Required Match Amount	\$ 11,820.00	\$ 23,946.76	-12126.76
2015 Performance Credits (Rec'd in 2016)	\$ 1,702.00	\$ 1,702.00	0
TOTAL	\$ 30,531.00	\$ 42,657.76	-12126.76
Activity	Spent		
Complaint Response	\$ 2,000.00		
Inspections & Compliance	\$ 8,250.00		
Owner Assistance	\$ 5,000.00		
Permitting	\$ 2,000.00		
Registration/Inventories	\$ 500.00		
Training/Conferences	\$ 175.00		
Administration	\$ 13,230.00		
Other (explain)			
Choose Row 24 or 26 when entering Overhead costs. If Overhead is figured into CFO's salary which is in turn figured into program activity costs above, state that here -> and do not enter Overhead costs in Row 24 or 26	<i>Example: Overhead is figured into salary. Program activities include overhead.</i>		
Overhead Lump Sum (If you do not break down overhead expenses but track them in a lump some or in	Spent		
	\$ 1,700.00		
Overhead Broken Down (If you break down overhead expenses please enter amount spent for each.)	Spent		
Office (lease, utilities, furniture, insurance, etc.)			
Vehicle (lease, fuel, mtnc., etc.)			
Supplies (computer, internet, phone, copier, fax, paper, postage, Other (explain)			
Research fees			
MACFO Dues	\$ 25.00		
Insurance/Social Sec/PERA/Medicare	\$ 9,777.70		
TOTAL	\$42,657.70		
Employee Name	FTE	Grant Salary Expense (includes insurance/benefits)	
Amy Beatty	1	\$ 42,657.76	(48% of employee's time)
TOTAL	1	\$ 42,657.76	

FTE = Full Time Equivalent; the percentage of employee's time dedicated to the feedlot program in 2016.



Minnesota Pollution Control Agency

Mankato Office | 12 Civic Center Plaza | Suite 2165 | Mankato, MN 56001-6002 | 507-389-5977
800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

March 23, 2017

Ms. Amy Beatty
Le Sueur County Feedlot Officer
88 South Park Avenue
Le Center, MN 56057



RE: 2016 Le Sueur County Feedlot Program Year-End Review

Dear Ms. Beatty:

On March 10, 2017, the Minnesota Pollution Control Agency (MPCA) completed a year-end review of the Le Sueur County (County) delegated feedlot program for the period of January 1, 2016, through December 31, 2016. Based upon the review, the MPCA has determined that the County satisfactorily met 17 out of an applicable 19, or 89.47 percent, of non-inspection minimum program requirements. The County also satisfactorily conducted 12 inspections of the 172 feedlots required to be registered, for an inspection rate of 7 percent.

The MPCA commends the County for its work in 2016. If you have any questions regarding the review please do not hesitate to contact me at 507-344-5265 or william.martens@state.mn.us.

Sincerely,

William Martens

This document has been electronically signed.

William Martens
Environmental Specialist
Feedlot Section
Watershed Division

WM:cz

Enclosure: 2016 Year-End Review Evaluation Worksheet

cc: Michelle Oie, MPCA
Desiree Hohenstein, MPCA

2016 Year-End Review Evaluation Worksheet



Review Session Requirements:

1. The County must have the following file information prepared and available as applicable* for the review session:

- i. A list of sites that were re-registered in 2016
- ii. A list of sites where compliance inspections were conducted in 2016
- iii. A list of sites where feedlots were returned-to-compliance in 2016
- iv. A list of sites where a permit application was processed in 2016

* As applicable means that a list must be prepared insofar as work was done in an identified area. For example, a list would not be applicable for a county that did not return any feedlots to compliance in 2016.

2. A total of 21 points are possible for the 2016 Year-End Review. Reviewers have the option to assign a credit of 1/2 point for Minimum Program Requirements (MPRs) 2, 6, 8, 9a, 11, 15, 16 and 18. **But a county cannot receive a 1/2 point credit for two consecutive years for the same MPR; either the county earns a full-point in the second year or receives no credit.**

Date of Review:	03/10/2017		
County:	Le Sueur		
County Feedlot Officer (CFO):	<small>(print name)</small> Amy Beatty	<small>(signature)</small> <i>Amy Beatty</i>	
MPCA Reviewer:	<small>(print name)</small> Will Martens	<small>(signature)</small> <i>Will Martens</i>	
MPR INSPECTION RATE	Agency-approved number of feedlots required to be registered (see Attachment A):		172
	Number of inspections conducted at feedlots required to be registered:		12
	Inspection rate (%):		7%
MPR NON-INSPECTION RATE	Number of applicable non-inspection MPRs:		19
	Number of non-inspection MPRs completed (total all the points):		17
	Non-Inspection MPR rate:		89.47%

Registration – Two county registration files must be reviewed to complete this section.

MPR No.	Description		
1	Did the County use either the MPCA standard registration form or an alternative agency-approved registration form? One point for using the correct form (alternative form must have had prior approval by MPCA). No point if it is not the correct form.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
2	Did the County meet the 30-day registration receipt requirement? One point if two files are reviewed and have the 30 day letter in them or meet other agency-acceptable notification requirements. One half point (1/2 pt) if one of the two files reviewed shows agency acceptable documentation. No points if it is not in there at all.	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> 1/2 pt
Files reviewed for this section: 1.079-66336		Comments: used approved form letter not sent w/in 30 days	

2. 079-76260	used correct form, letter not sent w/in 30 days
--------------	---

Inspections and Compliance – Up to four feedlot files, as applicable, may need to be reviewed to complete this section:

- Two compliance inspection files must be reviewed for MPR 3, 4 and 6.
- Two compliance inspection files, as applicable, must be reviewed for MPR 8.

3	Were all inspections documented on the Non-NPDES checklist or a pre-approved non-agency form? One point for using the correct form. No point if it is not the correct form.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
4	Were all inspections entered into Delta in accordance with required parameters? One point for putting the correct info into Delta. Where the County attempted data entry, they may still achieve one point. No point for not entering.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
5	Did the County follow their work plan inspection strategy? One point for following the work plan. No points for not following the work plan at all.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
6	Was the producer notified, in writing, of the results of compliance or non-compliance? (<input type="checkbox"/> NA) One point if a letter was sent when required. One half point (½ pt) if one of the two files reviewed has a notification letter.	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> ½ pt
7	Did the County follow their work plan compliance strategy? (<input type="checkbox"/> NA) One point for following the work plan. No points for not following the work plan at all.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
8	Did the county maintain documentation of corrective action for any site that was returned to compliance in the program year? (<input checked="" type="checkbox"/> NA) One point if documentation was maintained for each file observed. One half point (½ pt) if documentation was observed in, at least, one of the files observed.	<input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> ½ pt

Files reviewed for this section:	Comments:	1 /
1. 079-76260	1 /	2 /
2. 079-66525	2 /	3 /
3. 079-76362	3 /	4 /
4.	4 /	5 /
	5 /	6 /
	6 /	

Permitting (NA) Two County permitting files, as applicable, must be reviewed to complete this section.

9a	Did the County date stamp all permit application, MMP, and Plans & Specs documents? One point for date stamping all applications, MMPs, and Plans and Specs. One half point (½ pt) for stamping most applications, MMPs and Plans and Specs. No point for not date stamping.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> ½ pt
9b	Did the incomplete letter(s) sent by the County meet the 15-day requirement? (<input checked="" type="checkbox"/> NA) One point for meeting the 15 day req. No points if it did not meet the 15 day req.	<input type="checkbox"/> NO	<input type="checkbox"/> YES
10	Did the County complete an agency approved checklist for each application? One point for completing the entire checklist on the agency approved form. No points if not completed.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
11	Were public notification requirements met? (500+ AU) (<input type="checkbox"/> NA) One point for "Good Neighbor" all notification requirements are met. One half point (½ pt) for most of the required notification met. No point if not met.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> ½ pt
12	Were permits issued no sooner than 20 business days after public notice?	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES

December 2016



Page 2 of 4

	One point for permits issued 20+ days after public notice. No points if prior to 20 days.		
13	Did the County complete an agency approved checklist to ensure that submitted MMPs requirements were met? One point for completing the entire checklist. No points if there is no checklist.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
14	Did the County complete an agency approved checklist to ensure that submitted LSMA requirements were met? (<input type="checkbox"/> NA) One point for completing the entire checklist. No points if there is no checklist.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
15	Did the County conduct an inspection at all sites to insure that the proper permit was issued? (CSF vs. INT) One point for site inspection prior to permit issuance and issuance of the correct permit. One half point (½ pt) for doing one of the two tasks. No points if not completed at all.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> ½ pt
Files reviewed for this section: 1. 079 125 716 2.		Comments: Only one permit app received this year	

Complaint Response

16	Did the County maintain a complaint log? (<input type="checkbox"/> NA) One point for keeping a log and the log content is completed. One half point (½ pt) for retaining some of the log information. No points for not keeping a log.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> ½ pt
Comments:			

Owner Assistance

17	Did the County complete work plan owner assistance goals? One point for completing work plan owner assistance goals. No points for not meeting this.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
Comments:			

Staffing Levels/Budget/Air Quality Exemption/Web Site Posting Requirement

18	Did the County earn the required 18 continuing education units (CEUs) of training? One point for earning 18+ CEU and ½ point for doing 9-18 CEU and no points for 0-9 CEU	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> ½ pt
19	Did the County maintain an air quality exemption log? (<input type="checkbox"/> NA) One point for keeping a log. No points for not keeping a log.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
20	Did the County post feedlot annual report and grant information on their web site? One point for doing this. No points if they did not.	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
Comments:			

Summary Review Notes/Comments

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MAR 27 2017

BY: _____

ATTACHMENT A

County	Feedlots Eligible for Funding
Big Stone	40
Blue Earth	363
Brown	386
Carver	238
Clay	105
Cottonwood	257
Dodge	237
Douglas	420
Faribault	362
Fillmore	737
Freeborn	285
Goodhue	685
Houston	414
Jackson	330
Kandiyohi	445
Kittson	18
Lac Qui Parle	194
Lake of the Woods	25
Le Sueur	172
Lincoln	414
Lyon	282
McLeod	329
Marshall	41
Martin	474
Meeker	253
Morrison	618
Mower	381
Murray	425
Nicollet	316
Nobles	432
Norman	45
Pennington	38
Pipestone	451
Polk	77
Pope	294
Red Lake	38
Renville	288
Rice	287
Rock	512
Sibley	289
Stearns	1,491
Steele	251
Stevens	130
Swift	157
Todd	682
Traverse	34
Wadena	99
Waseca	234
Watonwan	184
Winona	555
Wright	263
Yellow Medicine	271

RECEIVED
 MAR 27 2017
 BY: _____

December 2016

Page 4 of 4



ENVIRONMENTAL SERVICES

Mailing Address: 88 South Park Avenue, Le Center, MN 56057
Physical Address: 515 South Maple Avenue, Le Center, MN 56057
Direct Dial: 507-357-8538 Fax: 507-357-8541
Email: environmentalservices@co.le-sueur.mn.us
County Website: www.co.le-sueur.mn.us

DATE: Friday, April 28, 2017
TO: Le Sueur County Board of Commissioners
FROM: Amy Beatty, Le Sueur County Environmental Programs Specialist
RE: 2017-2018 Solid Waste License Applications

City Facilities

The following cities have requested a license to operate a composting facility. As in the past, the Cities are asking the County Board of Commissioners to waive the licensing fee and insurance and bonding requirements.

1. City of Cleveland – the facility is open to residents of the City of Cleveland to dispose of leaves, brush, and tree material.
2. City of Le Center – the facility is open to residents of the City of Le Center to dispose of leaves. This site is for temporary storage until the City can take the material to SMC Composting Facility in Mankato.
3. City of Le Sueur – the facility is open to residents of the City of Le Sueur to dispose of yard waste.
4. City of Montgomery – the facility is open to residents of the Cities of Montgomery and Heidelberg to dispose of yard waste.
5. City of Saint Peter – the facility is open to residents of the City of Saint Peter to dispose of tree/brush and grass/plant material

The City of Le Center Recycling Facility

The City of Le Center operates a recycling facility that is open to all Le Sueur County residents. The facility is located at 180 South Lexington Avenue. Le Sueur County funds the recycling facility through money it receives under the SCORE program – SCORE legislation provides counties with a funding source to develop effective waste reduction, recycling and solid waste management programs. The City asks the County Board of Commissioners to waive the licensing fee and bonding requirement.

The City of Le Center Collection and Transportation of Solid Waste – 1 truck

The City of Le Center collects and transports solid waste. Its service area is the City of Le Center. The destinations of the solid waste are Minnesota Waste Processing – Mankato and LJP Enterprises, Inc. Recycling Facility – North Mankato. The City asks the County Board of Commissioners to waive the licensing fee and bonding requirement.

Township Facility

Waterville Township Recycling Facility

Waterville Township operates a recycling facility that is open to residents of Waterville Township. It is located at the Waterville Township Hall - 419 3rd Street S Waterville. The hours of operation are

- Summer hours: Mondays and Saturdays from 6:30 am to 5 pm
- Winter hours: Mondays and Saturdays from 6:30 am to 3 pm.

The facility has dumpsters from West Central Sanitation – Willmar, MN for recyclables and solid waste and an area designated for items to be re-used.

Collection and Transportation

The following companies have applied for a license to collect and transport solid waste and recyclables in Le Sueur County.

Hansen Sanitation, Inc. – Kasota, MN – 5 Trucks - \$225.00

Hansen Sanitation, Inc. will be serving the City of Kasota and Kasota Township. The destination of the solid waste and recycling materials will be Minnesota Waste Processing Center – Mankato, LJP Enterprises, Inc. Recycling Facility – North Mankato, SMC Demolition Landfill – Mankato, Ponderosa Landfill – Mankato, and Hansen Recycling and Transfer Station - Kasota. The company has provided proof of insurance. The company has provided a letter of credit from Community Bank in Mankato in lieu of a performance bond.

Lakers New Prague Sanitary, Inc. – New Prague, MN – 4 Trucks - \$190.00

Lakers New Prague Sanitary, Inc. will be serving the Cities of New Prague, Le Center, Le Sueur, Montgomery, and the surrounding areas. The destination of the solid waste and recycling materials will be Resource Recovery Technologies/RRT Processing Solutions (South Metro of Shakopee) - Shakopee for solid waste, DemCon - Shakopee for construction and demolition debris and recyclables, and Buckingham Recycling – Prior Lake for recyclable materials. The company has provided proof of insurance and bonding.

LJP Enterprises, Inc. – North Mankato, MN – 13 Trucks - \$505.00

LJP Enterprises, Inc. will be serving commercial, corporate, business, and rural accounts in Le Sueur County. The destination of the solid waste and recycling materials will be Minnesota Waste Processing Company – Mankato, Ponderosa Landfill – Mankato, LJP Recycling Facility – North Mankato, Endres Processing – Rosemount, SMC Demolition Landfill – Mankato, Hansen Recycling and Transfer Station – Kasota, Midwest Recycling Solutions – Good Thunder, Ramsey/Washington Resource Recovery Facility – Newport, Prairieland Compost Facility – Truman, Steele County Landfill – Blooming Prairie, Valley Demo and Recycling – New Ulm, and Cottonwood County Sanitary Landfill - Windom. The company has provided proof of insurance and bonding.

Waste Management of Minnesota – Mankato, MN – 31 Trucks - \$1,135.00 (as of April 28, 2017, payment was not received)

Waste Management of Minnesota will be serving all of Le Sueur County. The destination of the recycling materials will be their own facilities in Le Sueur County. The destination of the solid waste will be Hennepin County Resource Co. – Minneapolis, NRG – Newport, Rice County Landfill – Dundas, Dickinson County Landfill – Spirit Lake, IA, Spruce Ridge Res. Mgmt – Glencoe, NRG – Elk River, Burnsville Landfill – Burnsville, Elk River Landfill – Elk River, SMC – Mankato, Hoffman Demo Landfill – New Ulm, Central Disposal Landfill – Lake Mills, IA, NRG – Empire – Rosemount, Brown County Landfill – Sleepy Eye, Prairieland Compost – Truman, Valley Demo & Recycling – New Ulm, Steele County Landfill – Blooming Prairie, Spruce Ridge Landfill – Glencoe, Ponderosa

Landfill – Mankato, and Minnesota Waste Processing - Mankato. The company has provided proof of insurance. As of April 28, 2017, Waste Management has not provided proof of bonding.

Recycling Facility

The following companies have applied for a license to operate a recycling facility in Le Sueur County.

Barnett Brothers, Inc. – Kilkenny, MN - \$200.00

Barnett Brothers, Inc. service area will be an approximate twenty-mile radius around the City of Montgomery. The facility recycles bituminous and concrete materials. The company has provided proof of insurance and bonding.

Fessel’s Wood Recycling Services, LLC – Waterville, MN - \$200.00

Fessel’s Wood Recycling Services, LLC will be serving companies in the following counties Le Sueur, Rice, Waseca, Blue Earth, Nicollet, and Olmsted. The company recycles unadulterated wood and paper products for use as wood chips for landscaping and for animal bedding and mortality composting facilities. The company has provided a letter of credit from Roundbank in Waseca in lieu of a performance bond. The company has provided proof of insurance.

Hansen Recycling and Transfer Station – Kasota, MN - \$200.00

Hansen Recycle and Transfer Station will serve all of Le Sueur County and its residents, contractors, and municipalities. The facility will be recycling demolition and new construction waste. As of April 28, 2017, the company has not provided proof of insurance and bonding.

Selly Excavating, Inc. – Le Center, MN - \$200.00

Selly Excavating Inc. service area will be all of Le Sueur County and its residents, contractors, and municipalities. The facility will be recycling bituminous and concrete materials. The company has provided proof of insurance and bonding.

Waste Management of Minnesota – Mankato, MN - \$200.00 (as of April 28, 2017, payment was not received)

Waste Management of Minnesota will be serving Le Sueur, Nicollet, and Sibley Counties. The company has provided proof of insurance. As of April 28, 2017, Waste Management has not provided proof of bonding.

Transfer Station

The following company has applied for a license to operate a transfer station in Le Sueur County.

Waste Management of Minnesota – Mankato, MN - \$675.00 (as of April 28, 2017, payment was not received)

Waste Management of Minnesota will be serving Le Sueur, Nicollet, and Sibley Counties. The company has provided proof of insurance. As of April 28, 2017, Waste Management has not provided proof of bonding.

Upcoming Solid Waste Events

Saturday, June 10, 2017 – Annual Tire, Appliance, and Electronics Collection Day from 8 am to 1 pm at the Le Sueur County Highway Department in Le Center (515 South Maple Avenue/County Road 114).

Thursday, May 4, 2017 – Mobile Household Hazardous Waste Collection from 10 am to 4 pm at the City of Le Sueur Public Works Shop in Le Sueur (1213 Hazel St, Le Sueur).



ENVIRONMENTAL SERVICES

Mailing Address: 88 South Park Avenue, Le Center, MN 56057
Physical Address: 515 South Maple Avenue, Le Center, MN 56057
Direct Dial: 507-357-8538 Fax: 507-357-8541
Email: environmentalservices@co.le-sueur.mn.us
County Website: www.co.le-sueur.mn.us

DATE: Friday, April 28, 2017

TO: Le Sueur County Board of Commissioners

FROM: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: Waterville Township Request for SCORE Funding to Operate Recycling Facility

Waterville Township is requesting SCORE funding to operate its recycling facility for the residents of Waterville Township.

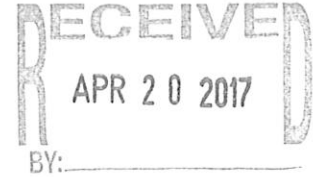
Per the letter received on April 20, 2017 from Waterville Township Clerk, on behalf of the Township Supervisors, the Township is requesting the following:

1. \$8,518.97 for the operation of the facility during the period of October 25, 2016 to April 30, 2017. The request includes \$6,718.97 for payments to Waste Management for dumpsters and \$1,800 for the township employee who manned the facility while it was open.
2. \$15,429.00 for the operation of the facility during the period of May 1, 2017 to April 30, 2018. The request includes \$10,629.00 for payments to West Central Sanitation for dumpsters and \$4,800.00 for the township employee who will man the facility while it is open. The Township requests the payment semi-annually, if approved.

Upon review of the County's 2017 SCORE budget – Contract Payments line item, the amount budgeted was \$40,000. This line item is used to pay the City of Le Center \$28,200 to operate the County's recycling facility and \$6,000 to Scott County for county residents to use its Household Hazardous Waste Facility. As of March 31, 2017 there is \$29,241.94 in the SCORE account. The County will be receiving \$40,915.00 within the next month and approximately \$40,000 for FY2018 1st Half SCORE payment in October 2017. Based on the past three years review of the County's SCORE and Solid Waste accounts, I believe there is sufficient funding to cover Waterville Township's request and the rest of the anticipated invoices for 2017.

I request from Waterville Township its anticipated operating costs for May 1, 2018 to April 30, 2019 by July 10, 2017 in order to prepare the 2018 SCORE and Solid Waste budgets.

Waterville Township
419 3rd. St S
Waterville MN 56096
Judy Hering, Clerk
507-362-4426



April 19, 2017

Amy Beatty
Le Sueur County Environmental Specialist
515 S Maple Ave
Le Center MN 56057

Re: Request for SCORE money

Waterville Township is requesting SCORE money to help pay for the cost of operating a garbage and recycling facility in Waterville Township.

We would like to request money to cover from the time we received our permit on October 25th 2016 until April 30, 2017. The cost of operating the facility during that 6 month period is \$6,718.97 payable to Waste Management and \$1800 for individual to man the facility. Total cost is \$8,518.97. We would like that paid in one lump sum if approved.

Secondly, we would like to request money to cover from May 1st, 2017 to April 30, 2018. The cost of operating the facility during the upcoming year is estimated at \$10,629.00 payable to West Central Sanitation and \$4800.00 for individual to man the facility. Total estimated cost is \$15,429.00. We would like the amount paid semi-annually if approved.

Thank you.

Sincerely,

Waterville Township

Judy Hering
Clerk



Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 6

9:40 a.m. Joshua Mankowski, Environmental Resources Specialist (15 min)

Staff Contact:



Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 7

9:55 a.m. Stacy Lienemann, Director - Waseca - Le Sueur Regional Library System (10 min)

RE: Library Legislation

Staff Contact:

Le Sueur County Commissioners
88 South Park Avenue
Le Center, MN 56057

April 17, 2017

Dear Le Sueur County Commissioners:

Please contact our federal legislators and ask them for continued support of the Institute of Museum and Library Services (IMLS). Recently President Trump released his budget proposal for FY2018. The Institute of Museum of Library Services (IMLS) is included in the list of independent agencies whose budgets the proposal recommends eliminating.

The Institute of Museum and Library Services has provided Le Sueur County libraries two Library Services and Technology Act (LSTA) grants in the past three years. These grants have funded:

- 1) Early Literacy Education: With this grant, we developed an early literacy curriculum that included activity cards and reading lists so that drop-in caregivers could walk away with tools to help them prepare their kids to read. We also provided training to local daycare providers and improved our story times with deliberate early literacy teaching including high-quality music, toys, instruments, activities, and books.
- 2) Playful Learning: Our LSTA grant-funded furniture and educational kits created more engaging spaces in our libraries. We know that people learn in different ways and these kits were designed for the experiential learner. The kits have been highly popular, engaging families to play together within the library and increasing educational object use within the library by 400%. The Playful Learning Kits are thematic, ranging from dinosaurs to numbers, and encourage passionate lifelong learning.

These grants allowed Waseca-Le Sueur Regional Library System to experiment and were the only government grants earmarked specifically for libraries to do so. To lose this source of funding would hold our libraries back from preparing our communities to be engaged community members and innovators. We would not be able to fund these important and valuable projects on our own.

Please ask our federal representatives to continue to work for Le Sueur County citizens by continuing to support the funding of the Institute of Museum and Library Services, including their Library Services and Technology Act (LSTA) grants.

Thank you for your time and consideration.

Sincerely,

Stacy Lienemann
Waseca-Le Sueur Regional Library System Director
lienemann@tds.lib.mn.us
507-835-2910

Le Sueur County Commissioners
88 South Park Avenue
Le Center, MN 56057

April 17, 2017

Dear Le Sueur County Commissioners:

Please contact our state legislators and ask them to support SF 1033 and HF 1382. These bills directly benefit Le Sueur County by keeping locally-funded library costs down. The public library system in Minnesota is paid for primarily with local funds. A much smaller amount of state funding is necessary to pay for the shared networks and infrastructure that improve our efficiency and quality. Local Minnesota communities across the state are working hard to do their fair share. Yet total state Regional Library Basic System Support funding (RLBSS) has increased only once in more than 20 years, and no new dollars have been introduced into the RLBSS formula since FY 2009.

All twelve of the Regional Public Library System Governing Boards have unanimously approved SF1033 and HF 1382. This legislation would provide a \$3 million per year increase to RLBSS funds coupled with a needed change to the current distribution formula for the funds.

These measures would benefit Waseca-Le Sueur Regional Library System greatly. We are members of the Traverse des Sioux Library Cooperative (TdS), one of the twelve regional public library systems in the state. Waseca-Le Sueur Regional Library System contracts with TdS for interlibrary loan, research databases, a shared catalog, delivery services, cataloging of materials, and shared e-collections. Member library fees cover only part of the costs; state funding covers the rest. Because of increased costs for services without corresponding funding at the state level, local funding has had to make up for those costs.

Unfortunately, SF 1033, chief authored by Senator Gary Dahms of Redwood Falls, was not included in the first round of talks on the Senate E-12 Omnibus bill. In addition, the House Education Finance Committee's draft omnibus education finance and policy bill does not include HF 1382.

Please ask our representatives to continue to work for Le Sueur County citizens by passing this critical legislation.

Thank you for your time and consideration.

Sincerely,

Stacy Lienemann
Waseca-Le Sueur Regional Library System Director
lienemann@tds.lib.mn.us
507-835-2910

Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 8

10:05 a.m. Darrell Pettis, County Administrator/Engineer (15 min)

RE: Department of Revenue Service Agreement

RE: CD43 Record Correction

RE: CD44 Record Correction

RE: Wheelage Tax Discussion

RE: TRUE JPA

RE: Request for County issued credit card for Allan Sowieja, Deputy Sheriff

RE: ADA Transition Plan

RE: Le Sueur Shop Bid Opening date changed to Monday, May 22nd at 1:00 p.m.

Staff Contact:

**Service Level Agreement
Administration of Revenue Recapture**

Date _____

State of Minnesota
Minnesota Department of Revenue

And

Agency Name

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Introduction

This Revenue Recapture Service Level Agreement between _____ (claimant agency, you, your) and the Minnesota Department of Revenue (the department, we, us) defines the statutes and policies you must follow when using Revenue Recapture to resolve debts.

Statutory Authorization

Minnesota Statutes, Chapter 270A, also known as the Revenue Recapture Act, authorize the commissioner of revenue to collect debts for claimant agencies. Minnesota Administrative Rules 8150.0100 – 8150.0400 provide additional guidelines for managing agency access.

Definitions

The following definitions apply to this Service Level Agreement:

- A. **Claimant Agency**
Any agency qualified to submit Revenue Recapture claims.
- B. **Commissioner**
The Commissioner of Revenue.
- C. **Contested Claim**
A claim in which the debtor has disputed the validity of the claim.
- D. **Debtor**
A natural person who owes a debt to a claimant agency.
- E. **Debt**
A specific amount of money a natural person is legally obligated to pay a claimant agency.
- F. **e-Services**
The online system claimant agencies use to manage Revenue Recapture claims. You must use this system to manage claims submitted to us.
- G. **Notice to Debtor**
Notice you must provide a debtor when using Revenue Recapture to collect a debt.
- H. **Priority of Claim**
The order in which debts are paid.
- I. **Refund**

Income tax refund, political contribution refund, property tax credit or refund, sustainable forest incentive payment, lottery prize, or payment made by recommendation of the Joint House-Senate Subcommittee on Claims.

J. Revenue Recapture

The department can take (recapture) state refunds and use them to pay claimant agencies through the Revenue Recapture process.

K. Service Level Agreement

The document describing the duties and responsibilities of the department and the claimant agency.

L. Statute of Limitations

The time a debt can legally be collected.

M. Reconciliation Report

A report in e-Services available to you to reconcile Revenue Recapture claims.

Limitations

- A. Claims submitted for Revenue Recapture must be at least \$25.
- B. We will close claims when the balance is less than \$15.

Duties of Claimant Agency

- A. The law requires an authorized user to be an employee within your agency. Third party access to Revenue Recapture is not allowed.
- B. Attend mandatory training annually, which includes anti-browsing, disclosure, and Revenue Recapture training to maintain access to e-Services.
- C. Update Revenue Recapture administrators and e-Services users when changes in staff occur.
- D. Each authorized user must have their own User ID and password. They may not be shared. All access must be for business purposes only.
- E. Ensure all debts referred to Revenue Recapture meet the following statutory requirements:
 - a. The statute of limitations for collecting the debt has not expired.
 - b. There is not a written payment agreement in place that prohibits use of Revenue Recapture.

- c. The collection attempt will not result in the loss of federal funds.
 - d. The debtor's name, and social security number are available to submit with the claim.
 - e. The debt is not barred by statute.
- F. Send Notice to Debtor no later than five (5) days after filing the claim. If the notice was not delivered, you must resend the letter to the debtor's last known address we have on file.
- G. The Notice to the Debtor must include, at a minimum, the following information:
- a. Your intent to request refunds to pay the debt until the account is paid in full or the statute of limitations has expired.
 - b. State law allows refunds to be applied to the debt as provided in Minnesota Statutes, Chapter 270A.
 - c. Why the debt is owed.
 - d. The total amount of the claim, including the amount and date of each debt included in the claim.
 - e. The debtor has the right to contest the validity of the debt at a contested case hearing through the Office of Administrative Hearings.
 - f. According to Minnesota Statute 270A.02 Subd. 5, a debtor may be exempt from Revenue Recapture if:
 - i. The debt is based on overpayment of an assistance grant, the debtor is a current recipient of assistance and that payment is based on a client waiver or there is an administrative or judicial finding of an intentional program violation.
 - ii. The debt is owed to a program and the debtor is a client of that program at the time of notification, and the debtor is a current recipient of food stamps or food support, transitional childcare, or transitional medical assistance.
 - iii. The debt is for an obligation to pay medical care, including hospitalization and the debtor's income is below specified levels at the time of service.
- H. Notify us when a debt has been fully satisfied or the balance has changed within 30 days of the change.
- I. Adhere to the priority of claims by:
- a. Sending a Notice to Debtor for each claim filed.
 - b. Submitting Revenue Recapture claims for each debt.
 - c. Contacting us before issuing any refund of Revenue Recapture overpayment to the debtor.
- J. Have procedures to administer a contested case hearing.
- K. Comply with department audits and correct issues found within the time limits given.

- L. Notify us if you no longer qualify to participate in Revenue Recapture. Existing claims must be ceased.

Duties of the Minnesota Department of Revenue

- A. Provide mandatory training and support for agency staff who administer Revenue Recapture.
- B. Send debtors a Revenue Recapture notice when a refund has been applied to a debt. This written notice must include the following information:
 - a. The refund amount that applied to the debt.
 - b. Your address and phone number.
 - c. The right of the debtor to contest the validity of the Revenue Recapture claim.
 - d. For joint refunds, a non-liable spouse has the right to request their portion of the refund.
- C. Process Revenue Recapture claims and account updates you submit by the next business day.
- D. Remit refund payment(s) to you each business day.
- E. Make Reconciliation Reports available to you through e-Services.
- F. Notify you before making changes to Revenue Recapture requirements or procedures and provide an anticipated schedule for the changes.
- G. Audit you to ensure compliance with Minnesota Statutes and this Service Level Agreement.
- H. Make annual training available via Computer Based Training.
- I. Inactivate users who have not accessed e-Services in fifteen (15) months.

Data Practice Responsibilities

- A. Private and confidential data on individuals may be exchanged between the department, the Taxpayer Rights Advocate, the Attorney General, the claimant agency, and the debtor as necessary to accomplish the intent of collecting debts using Revenue Recapture.
- B. Data we collect from you relating to claims filed under Revenue Recapture are private data on individuals.

- C. Revenue Recapture claims must be administered by employees of the claimant agency.
- D. Claimant agency employees who access the database must have disclosure and anti-browsing training within their agency.
- E. Any person employed by, or formerly employed by, a claimant agency who discloses any such information for other reason than collecting debts using Revenue Recapture, will be subject to civil and criminal penalties (Minnesota Statutes 270A.11).

Legal Requirements

- A. This agreement is effective for three (3) years unless canceled by either party.
- B. You will be suspended from participation in Revenue Recapture for a violation of the act. We will send you due notice, providing you an opportunity for a hearing before we suspend you.
- C. The authorized agent(s) for _____ (Agency Name)
is/are: _____ (User Name)

The authorized agent for the Minnesota Department of Revenue is the Director of the Collection Division.

- D. You may not assign or transfer any rights or obligations under this Service Level Agreement without prior written approval of the department.
- E. The claimant agency and the department agree each party is responsible for their own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of any others and the results thereof.
- F. Any amendments to this agreement must be in writing and must be executed by the same parties who executed the original agreement or their successors in office.

This agreement must be signed by your authorized agent and returned to us by 4:00 p.m. Friday, June 2, 2017. This agreement will become effective on the date signed by the Director of the Minnesota Department of Revenue Collection Division. This agreement supersedes all prior formal and/or informal agreements between the two agencies.

AGENCY NAME: _____
SIGNATURE: _____ DATE: _____
NAME (Printed): _____ TITLE: _____
EMAIL: _____ PHONE: _____

APPROVED BY:
Department of Revenue
Collection Division

Sara Westly
Director

DATE _____

**STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS, DRAINAGE AUTHORITY FOR LE SUEUR
COUNTY DITCH 43**

**FINDINGS AND ORDER DIRECTING PROCEEDINGS TO REESTABLISH AND CORRECT DRAINAGE
SYSTEM RECORD FOR LE SUEUR COUNTY DITCH 43 (Statutes §103E.101, subd. 4a)**

Commissioner _____ offered the following Resolution and moved its adoption, seconded by Commissioner _____:

FINDINGS

1. The Le Sueur County Board of Commissioners is the Drainage Authority for Le Sueur County Ditch (CD) 43.
2. After thorough investigation of the drainage system record, the Drainage Authority finds that the records establishing the alignment, profile, and right-of-way of CD 43 are incomplete.
3. Statutes Section 103E.101, subd. 4a allows the Drainage Authority to initiate proceedings to reestablish records defining the alignment; cross-section; profile; hydraulic structure locations, materials, dimensions, and elevations; or right-of-way of a drainage system as originally constructed or subsequently improved.

Therefore, the Drainage Authority makes the following:

ORDER

- A. The Drainage Authority shall follow the procedures of Statutes Section 103E.101, subd. 4a to reestablish and correct the drainage system record for CD 43 to reflect the functional alignment, dimension, grade and right-of-way of the system.
- B. The Drainage Authority appoints the engineering firm of ISG, Chuck Brandel, P.E., to investigate and report findings defining the alignment; cross-section; profile; hydraulic structure locations, materials, dimensions, elevations; and right-of-way of the drainage system.
- C. Drainage Authority staff, upon completion of the engineer's investigation, shall set a date, time and location for an informational meeting on the reestablished and corrected drainage system records.

[15741-0007/2640907/1]

1 of 2

- D. Drainage Authority staff, upon completion of the informational meeting, shall set a date, time and location for a hearing on the reestablished and corrected drainage system records.
- E. Drainage Authority staff shall give notice of the hearing by mail to the commissioner of natural resources, the executive director of the Board of Water and Soil Resources, and all property owners benefited or damaged by the drainage system and shall give additional notice either in a newspaper of general circulation in the drainage system area or by publication on Drainage Authority's website and in all other ways as required by Board policy.

The question was on the adoption of the Resolution, and after discussion, the motion passed and the Findings and Order were adopted by a vote of __ yes and __ no.

Dated this 2nd day of May, 2017.

LE SUEUR COUNTY BOARD OF COMMISSIONERS,
SEATED AS DRAINAGE AUTHORITY UNDER
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY
DITCH 43

By _____
Chairman, Board of Commissioners

* * * * *

I, Pam Simonette, Le Sueur County Auditor-Treasurer, do hereby certify that I have compared the above resolution with the original thereof as the same appears of record and on file with the County and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this ____ day of _____, 2017.

Pam Simonette, Auditor-Treasurer

RESOLUTION _____

**STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS, DRAINAGE AUTHORITY FOR LE SUEUR
COUNTY DITCH 44**

**FINDINGS AND ORDER DIRECTING PROCEEDINGS TO REESTABLISH AND CORRECT DRAINAGE
SYSTEM RECORD FOR LE SUEUR COUNTY DITCH 44 (Statutes §103E.101, subd. 4a)**

Commissioner _____ offered the following Resolution and moved its adoption, seconded by Commissioner _____:

FINDINGS

1. The Le Sueur County Board of Commissioners is the Drainage Authority for Le Sueur County Ditch (CD) 44.
2. After thorough investigation of the drainage system record, the Drainage Authority finds that the records establishing the alignment, profile, and right-of-way of CD 44 are incomplete.
3. Statutes Section 103E.101, subd. 4a allows the Drainage Authority to initiate proceedings to reestablish records defining the alignment; cross-section; profile; hydraulic structure locations, materials, dimensions, and elevations; or right-of-way of a drainage system as originally constructed or subsequently improved.

Therefore, the Drainage Authority makes the following:

ORDER

- A. The Drainage Authority shall follow the procedures of Statutes Section 103E.101, subd. 4a to reestablish and correct the drainage system record for CD 44 to reflect the functional alignment, dimension, grade and right-of-way of the system.
- B. Drainage Authority appoints the engineering firm of ISG, Chuck Brandel, P.E., to investigate and report findings defining the alignment; cross-section; profile; hydraulic structure locations, materials, dimensions, elevations; and right-of-way of the drainage system.
- C. Drainage Authority staff, upon completion of the engineer's investigation, shall set a date, time and location for an informational meeting on the reestablished and corrected drainage system records.

[15741-0033/2640905/1]

1 of 2

- D. Drainage Authority staff, upon completion of the informational meeting, shall set a date, time and location for a hearing on the reestablished and corrected drainage system records.
- E. Drainage Authority staff shall give notice of the hearing by mail to the commissioner of natural resources, the executive director of the Board of Water and Soil Resources, and all property owners benefited or damaged by the drainage system and shall give additional notice either in a newspaper of general circulation in the drainage system area or by publication on Drainage Authority's website and in all other ways as required by Board policy.

The question was on the adoption of the Resolution, and after discussion, the motion passed and the Findings and Order were adopted by a vote of __ yes and __ no.

Dated this __ day of _____ 2017.

LE SUEUR COUNTY BOARD OF COMMISSIONERS,
SEATED AS DRAINAGE AUTHORITY UNDER
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY
DITCH 44

By _____
Chairman, Board of Commissioners

* * * * *

I, Pam Simonette, Le Sueur County Auditor-Treasurer, do hereby certify that I have compared the above resolution with the original thereof as the same appears of record and on file with the County and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this ____ day of _____, 2017.

Pam Simonette, Auditor-Treasurer



Alcohol
and Gambling
Enforcement

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal

Driver and Vehicle Services

445 Minnesota Street • Saint Paul, Minnesota 55101
Driver Services Phone: 651.297.3298 • Vehicle Services Phone: 651.297.2126
Fax: 651.797.1120 • TTY: 651.282.6555
dps.mn.gov

April 18, 2017

Mr. Keith Carlson
Executive Director
Minnesota Inter-County Association
161 St. Anthony, Suite 850
St. Paul, MN 55103

Dear Mr. Carlson,

I am seeking your assistance in reaching out to all Minnesota counties with a message about the wheelage tax.

The 2013 Minnesota Legislature authorized all counties to collect a \$10 wheelage tax to support local transportation needs and beginning January 1, 2018 counties may increase the wheelage tax up to \$20 per year. Counties intending to start or increase the wheelage tax must notify Driver and Vehicle Services (DVS) of their intentions by August 1 by submitting a copy of the county board declaration or meeting minutes.

The declaration or meeting minutes must show the board approved the adoption of the wheelage tax, the amount to be collected and it must be received at DVS by August 1, 2017. This also applies to all counties that currently collect the wheelage tax and wish to change the tax from an amount other than \$10 or intend to end the collection of wheelage tax altogether.

The counties currently collecting the wheelage tax and not making a change in the tax amount for 2018 do not need to notify DVS; we will simply carry all programming forward to 2018.

I very much appreciate the help that the Minnesota Inter-County Association can provide DVS in getting this message out. Please feel free to contact me if you have any questions.

Sincerely,

Thomas Henderson
Vehicle Services Program Director
Driver and Vehicle Services Division
Direct: 651-201-7654
Email: thomas.henderson@state.mn.us

Enclosure: Minnesota Statutes Chapter 163.051

EQUAL OPPORTUNITY EMPLOYER

163.051 COUNTY WHEELAGE TAX.

Subdivision 1. **Tax authorized.** (a) Except as provided in paragraph (c), the board of commissioners of each county is authorized to levy by resolution a wheelage tax at the rate specified in paragraph (b), on each motor vehicle that is kept in such county when not in operation and that is subject to annual registration and taxation under chapter 168. The board may provide by resolution for collection of the wheelage tax by county officials or it may request that the tax be collected by the state registrar of motor vehicles. The state registrar of motor vehicles shall collect such tax on behalf of the county if requested, as provided in subdivision 2.

(b) The wheelage tax under this section is at the rate of:

(1) from January 1, 2014, through December 31, 2017, \$10 per year for each county that authorizes the tax; and

(2) on and after January 1, 2018, up to \$20 per year, in any increment of a whole dollar, as specified by each county that authorizes the tax.

(c) The following vehicles are exempt from the wheelage tax:

(1) motorcycles, as defined in section 169.011, subdivision 44;

(2) motorized bicycles, as defined in section 169.011, subdivision 45; and

(3) motorized foot scooters, as defined in section 169.011, subdivision 46.

(d) For any county that authorized the tax prior to May 24, 2013, the wheelage tax continues at the rate provided under paragraph (b).

Subd. 2. **Collection by registrar of motor vehicles.** The wheelage tax levied by any county, if made collectible by the state registrar of motor vehicles, shall be certified by the county auditor to the registrar not later than August 1 in the year before the calendar year or years for which the tax is levied, and the registrar shall collect such tax with the motor vehicle taxes on the affected vehicles for such year or years. Every owner and every operator of such a motor vehicle shall furnish to the registrar all information requested by the registrar. No state motor vehicle tax on any such motor vehicle for any such year shall be received or deemed paid unless the applicable wheelage tax is paid therewith.

Subd. 2a. **Tax proceeds deposited; costs of collection; appropriation.** Notwithstanding the provisions of any other law, the state registrar of motor vehicles shall deposit the proceeds of the wheelage tax imposed by subdivision 2, to the credit of the county wheelage tax account of each county. The amount necessary to pay the costs of collection of said tax is appropriated from the county wheelage tax account of each county to the state registrar of motor vehicles.

Subd. 3. **Distribution to county; appropriation.** On a monthly basis, the registrar of motor vehicles shall issue a warrant in favor of the treasurer of each county for which the registrar has collected a wheelage tax in the amount of such tax then on hand in the county wheelage tax account. There is hereby appropriated from the county wheelage tax account each year, to each county entitled to payments authorized by this section, sufficient moneys to make such payments.

Subd. 4. **Use of tax.** The treasurer of each county receiving payments under subdivision 3 shall deposit such payments in the county road and bridge fund. The moneys shall be used for purposes authorized by law which are highway purposes within the meaning of the Minnesota Constitution, article 14.

Subd. 5. [Repealed, 2008 c 154 art 2 s 33]

Subd. 6. [Repealed by amendment, 2013 c 117 art 3 s 4]

Subd. 7. **Offenses; penalties; application of other laws.** (a) Any owner or operator of a motor vehicle who willfully gives any false information relative to the tax authorized by this section to the registrar of motor vehicles or any county, or who willfully fails or refuses to furnish any such information, is guilty of a misdemeanor.

(b) Except as otherwise provided in this section, the collection and payment of a wheelage tax and all matters relating thereto are subject to all provisions of law relating to collection and payment of motor vehicle taxes so far as applicable.

History: 1971 c 830 s 11; Ex1971 c 48 s 12; 1973 c 492 s 14; 1973 c 551 s 1,2; 1976 c 2 s 172; 1986 c 444; 2003 c 112 art 2 s 50; 2008 c 350 art 1 s 4; 2008 c 366 art 9 s 1; 2009 c 101 art 2 s 109; 2013 c 117 art 3 s 4

South Central Transit Joint Powers Agreement

Article 1

Enabling Authority

THIS AGREEMENT is made by and between the political subdivisions of the County of Blue Earth, County of LeSueur, County of Nicollet organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Parties", and individually as "Party" which are signatories to this "Agreement."

Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties; and

Minnesota Statutes, Section 174.24 provides that a political subdivision may join together to support the provision of public transit services; and

It is in the best interests of the people of Blue Earth County, LeSueur County and Nicollet County (hereinafter the "Service Area") to enter into such an agreement in order to provide the local share of funding needed to provide transit services in the participating counties.

In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59, Minnesota Statute Section 174.24, and all other applicable statutes, rules and regulations, the Parties enter into the following agreement.

Article 2

Purpose

The Parties desire to establish a mechanism whereby they may jointly exercise powers common to each participating Party on issues requiring:

- A. Provision of the local funding share of a public rural transit system.
- B. Provision of other similar or related services and programs as determined by the Board.
- C. Establishment of procedures to add qualifying entities to this Agreement.
- D. Establishment of a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.

Article 3

Name

The name of this entity shall be South Central Transit.

Article 4

Agreement to Participate

4.1. Charter Members. A Party desiring to become charter member of the South Central Transit shall indicate its intent by adoption of a board resolution prior to July 1, 2017

4.2. New Members. The addition of a new Party may be considered by the Board if the prospective Party submits a resolution prior to July 1 each year. A new Party will be allowed to join the board upon approval of a simple majority of the Parties. A new Party will be added at the beginning of the fiscal year (January 1) after submission of the requesting Party's resolution.

4.3. Compliance. A Party agrees to abide by the terms and conditions of the Agreement; including but not limited to the Joint Powers Agreement, bylaws, policies and procedures adopted by the Board.

4.4. Financial Obligation.

It is intended and anticipated that funding for activities and services administered under this Joint Powers Agreement shall be limited to the local share requirements of a rural transit program. The financial commitment of each Party is limited to the Joint Powers Board's operating and capital costs obligation to VINE Faith in Action as determined annually by the South Central Transit Joint Powers Board after accounting for all state and federal funds, local fare box revenue and all other funds available to operate a rural transit program in the Service Area. The fiscal responsibility of South Central Transit shall be borne by the Parties in the following percentages and said allocation shall be evaluated annually during the budget development process:

County of Blue Earth 50%

County of Nicollet 25%

County of LeSueur 25%

If future additional funding is required of the Parties, this will be accomplished by separate resolution.

Article 5

Governance

5.1. Governing Board. A governing board shall be formed to oversee the operation of the South Central Transit and shall be known as the Board.

5.1.1. Membership. The Board shall be comprised of a County Commissioner appointed by the County of Blue Earth, a County Commissioner appointed by the County of LeSueur and a County Commissioner appointed by the County of Nicollet. Any Party represented on the Board may appoint an alternate County Commissioner, who may act in the place and stead of an absent Board member from that Party including the exercise of all voting rights of that member.

5.1.2 County Administrators or their designee shall be ex-officio members of the Governing Board.

5.1.3. Documentation. Resolutions or other documentation of designation shall be filed with the Secretary of the Board.

5.1.4. Members not Employees. Members of the Board will not receive compensation from the South Central Transit for their service.

5.2. Terms; Vacancies.

The terms of the Board members shall be up to two years and shall run through December 31. The members serve at the pleasure of their respective governing body. At the end of their terms, the individual Joint Powers Board members may be reappointed by their respective governing body. The appointing entity shall appoint a designee and/or alternate as soon as a vacancy occurs.

5.3. Officers of the Board. The Board shall elect a Chair and Vice Chair from its membership who shall serve through December 31 of the year following the initial election. Terms thereafter shall be for two years. This provision shall not prohibit an officer's reelection. Officers shall be chosen from among the voting Joint Powers Board members.

5.3.1. Election of Officers. The election of the Chair and Vice-Chair shall be conducted at the first meeting of the year.

5.3.2. Additions to the Board. The Board may elect or appoint such other officers as it deems necessary to conduct the affairs of the organization.

5.3.3. Secretary/Treasurer. The Board may elect or appoint a secretary/treasurer.

5.3.4. Committees. The Board shall have the authority to appoint such committees as it deems necessary to fulfill the purpose of the organization.

5.4. Meetings. The Board shall meet at least annually on a schedule determined by the Board and in all respects shall be in compliance with all applicable requirements of Minnesota Statutes, Chapter 13D. Notice of meetings to Board members will take place no less than seven (7) days prior to the meeting by phone, mail, or email.

5.5. Voting. A quorum shall consist of no less than fifty-one percent (51%) of board members or alternates eligible to vote. Board actions shall be determined by a majority of the votes cast at the meeting. Abstentions shall not be counted as votes cast for the purpose of this section. Proxy votes are not permitted.

5.6. By-Laws. The Board may adopt bylaws to govern its operations. Such bylaws shall be consistent with the Agreement and applicable law.

5.7. Amendments. This Agreement may be amended from time to time as deemed necessary.

5.8. Records, Accounts and Reports.

5.8.1. Records and Reports. The books and records, including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minnesota Statutes Chapter 13. Records, accounts and reports shall be maintained by the Secretary/Treasurer.

5.8.2. Receipts and Disbursements. The Board will ensure strict accountability for all funds of the organization and will require reports on all receipts and disbursements made to, or on behalf of the South Central Transit.

Article 6

Powers of the Board

6.1. General Powers. The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

6.2. Specific Powers.

6.2.1. Contracts. The Board may enter into contracts necessary for the exercise of its duties and responsibilities to govern the South Central Transit. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law.

6.2.2 Annual Budget.

The Board shall prepare an annual budget presented to each member unit of government for review and comment no later than July 31 of each year. The Board shall consider any such comments received by a member unit of government in good faith, however the Board shall have exclusive and final decision making authority with respect to its budget.

6.2.3. Insurance. The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.

Article 7

Indemnification and Hold Harmless

7.1. Applicability. The South Central Transit shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. South Central Transit shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes 466.

7.2. Indemnification and Hold Harmless. The South Central Transit shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the South Central Transit. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

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

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

Article 8

Term

This Agreement shall commence upon approval of the governing body of each Party and signature of the official with authority to bind the entity listed in Article 1.

The Agreement shall be in effect only with respect to the Parties who have approved and signed it.

Article 9

Withdrawal and Termination

9.1. **Withdrawal.** A Party may withdraw from the South Central Transit by providing the other Parties twelve (12) months' written notice of its withdrawal, delivered to each of the County Administrator(s) of the remaining Parties. The withdrawal will be effective on January 1st of the next calendar year. Upon receipt of such notice from one or more members, the remaining units of government may agree to continue this Agreement with the remaining members, add additional members, modify the Agreement, or discontinue the Agreement.

9.2. **Effective Date and Obligations.** Withdrawal shall be effective January 1. A withdrawing Party is obligated to meet all conditions of this agreement through December 31 of the last year of participation.

9.3. **Termination.** This Agreement shall remain in force until only one party remains at which time there will be dissolution of the Joint Powers Entity.

9.3.1 **Effects of Termination.** Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement.

9.3.1A Financial obligations shall continue until discharged by law, this Agreement or any other agreement.

9.3.1B Property acquired by the South Central Transit shall be distributed to the remaining parties or sold and the proceeds distributed as surplus funds. Surplus funds of the South Central Transit shall be returned to the Parties in amounts in proportion to funds contributed.

Article 10
Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Chair who will maintain them.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Each Party must complete the following. An original of each Party's execution of the Agreement should be attached to the Agreement and remain in a permanent file.

Approved as to form and execution:

_____ COUNTY OF _____
County Attorney/Date By: _____
Chair of Board

Date of Signature: _____

Attest: _____
Clerk to Board



Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 9

10:20 a.m. Nik Kadel, Ditch Specialist (10 min)

RE: JD #4 Estimate

Staff Contact:

Selly Excavating, Inc.525 W. Derrynane St.
Le Center, MN 56057**QUOTATION**

Quote Number: 16031

Quote Date: Aug 4, 2016

Page: 1

Voice: 507-357-6200

Fax: 507-357-6200

Quoted To:L.S. COUNTY DITCH SYSTEM
181 MINNESOTA ST W.
LE CENTER, MN 56057

Customer ID	Good Thru	Payment Terms	Sales Rep
L.S. COUNTY DITCH	9/3/16	Net 15 Days	

Quantity	Item	Description	Unit Price	Amount
375.00	LF	LE SUEUR & SCOTT COUNTY JD # 4 15" DUALWALL PIPE ENCASED IN GRAVEL FROM JD 4 TO SOUTH SIDE OF HWY 19.	35.00	13,125.00
			Subtotal	13,125.00
			Sales Tax	
			TOTAL	13,125.00

PLEASE SIGN AND RETURN UPON ACCEPTANCE



Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 10

10:30 a.m. Closed Session (15 min)

RE: To develop offer to purchase real property, parcel 20.033.0100 - MN Stat. 13D.05 (3) (c) (3)

Staff Contact:



Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 11

Commissioner Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 12

Future Meetings

Staff Contact:

Future Meetings

May-June 2017

May 2, 2017	Board Meeting, 9:00 a.m. German Jefferson / West Jefferson Work Session
May 9, 2017	No Board Meeting
May 11, 2017	P&Z Meeting, 7:00 p.m. Environmental Services Building
May 16, 2017	Board Meeting, 9:00 a.m.
May 18, 2017	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
May 23, 2017	Board Meeting, 9:00 a.m.
May 29, 2017	Memorial Day, Offices Closed
May 30, 2017	No Board Meeting
June 6, 2017	Board Meeting, 9:00 a.m.
June 8, 2017	P&Z Meeting, 7:00 p.m. Environmental Services Building
June 13, 2017	No Board Meeting
June 14, 2017	Board of Equalization Meeting, 6:30 p.m.
June 15, 2017	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
June 20, 2017	Board Meeting, 9:00 a.m.
June 27, 2017	Board Meeting, 9:00 a.m. Reconvene Board of Equalization, 10:00 a.m.



Le Sueur County, MN

Tuesday, May 2, 2017

Board Meeting

Item 13

German Jefferson / West Jefferson Work Session

Staff Contact:

LE SUEUR COUNTY ORDINANCE NO. ____

**ORDINANCE PROVIDING FOR THE CONTINUOUS COMPLIANCE OF
SUBSURFACE SEWAGE TREATMENT SYSTEMS WITHIN THE
GERMAN-JEFFERSON SUBORDINATE SERVICE DISTRICT**

WHEREAS, the County established the German-Jefferson Subordinate Service District (the District) to address an area with a high density of known and suspected wastewater concerns within the County;

WHEREAS, the wastewater concerns within the District have the potential to impact public health and water quality;

WHEREAS, the County inspected and inventoried a high percentage of SSTs within the District and confirmed the County's wastewater concerns within the District;

WHEREAS, the County conducted numerous public meetings to elicit public input from residents in the District on various options for addressing wastewater concerns within the District;

WHEREAS, the overwhelming consensus from District residents was that continuous compliance of SSTs, through rigorous inspection and enforcement, was the preferred option for addressing wastewater concerns within the District;

WHEREAS, the County's existing SSTS regulation in Section 17 of the Le Sueur County Zoning Ordinance (Existing Ordinance) does not provide for an inspection program to ensure continuous compliance.

WHEREAS, the County has determined that District residents' demands for rigorous inspection and enforcement processes is appropriate and will properly address wastewater concerns within the District;

WHEREAS, a new District-specific ordinance is necessary in order to implement the rigorous inspection and enforcement processes demanded by resident of the District, which shall take effect after the final compliance deadline in the Existing Ordinance.

NOW THEREFORE, the Le Sueur County Board hereby ordains:

SECTION 1. Purpose. The District was established for the purpose of addressing wastewater issues around German and Jefferson Lakes. The purpose of this Ordinance is to establish a rigorous compliance program for the inspection and enforcement of established standards for wastewater treatment systems within the District to ensure continuous compliance.

SECTION 2. Effective Date. This Ordinance shall take effect on January 1, 2018.

[15741-0019/2603483/1]

SECTION 3. Definitions.

Certificate of Compliance: A document, written after a compliance inspection, from an Inspector, certifying that an ISTS is in compliance with the applicable requirements of Minnesota Rules, Chapters 7080 to 7083, as amended and the Existing Ordinance at the time of the inspection.

Cluster System: An SSTS under some form of common ownership or operation that collects wastewater from two or more dwellings or structures and conveys it to a treatment and dispersal system located on an acceptable site near the dwellings or structures.

Compliance Inspection: An evaluation, investigation, inspection, or other process for the purpose of issuing a certificate of compliance or notice of noncompliance. ■

Department: The Le Sueur County Department of Environmental Services.

District: The German-Jefferson Subordinate Service District established by the Le Sueur County Board.

Holding Tank: A tank for storage of sewage until it can be transported to a point of treatment and dispersal as defined in Minnesota Rules, Chapter 7080.1100, subpart 41, as amended.

Inspection Report: A Certificate of Compliance or Notice of Noncompliance, together with the Le Sueur County Certification Form, signed and sworn by an Inspector.

Inspector: An individual qualified to review proposed plans and inspect on-site sewage treatment systems and who has been issued a license from the Agency.

Jefferson-German Lakes Septic Inventory Project-JGSIP: The voluntary Jefferson-German Lakes Septic Inventory Project (JGSIP) initiated on March 29, 2011 by Le Sueur County within the boundaries of the Jefferson- German Subordinate Service District.

Licensed Business: A business that designs, installs or maintains, repairs, pumps, operates, or inspects SSTS.

MPCA: Minnesota Pollution Control Agency; referred to as “the Agency” throughout this Ordinance.

Notice of Noncompliance: A document written and signed by a certified inspector after a compliance inspection that gives notice that an SSTS is not in compliance as specified under Minnesota Rules 7080.1500, as amended.

Subsurface Sewage Treatment System (SSTS): Either an individual subsurface sewage treatment system (ISTS) or a mid-sized subsurface sewage treatment system (MSTS) as defined in Chapters 7080 and 7081, as amended.

[15741-0019/2603483/1]

Subsurface Sewage Treatment System, Individual (ISTS): A subsurface sewage treatment systems as defined in Minnesota Rules, Chapter 7080.1100, subpart 41, as amended.

Subsurface Sewage Treatment System, Midsized (MSTS): A subsurface sewage treatment systems as defined in Minnesota Rules, Chapter 7081.0020, subpart 4, as amended from.

Type I System: A subsurface sewage treatment system as defined in Minnesota Rules, Chapter 7080.2200; a Type I System utilizes trenches and seepage beds, mounds, at-grade systems, or gray water systems that meet or exceed the design and performance requirements of Minnesota Rules Chapter 7080.

SECTION 4. Application. The County has an existing SSTS ordinance (Section 17) that conforms to Minn. Rule Chapter 7082 and applies to all properties. All provisions of the Existing Ordinance, to the extent they are not modified by this ordinance, shall remain in full force and effect within the District. This Ordinance is in addition to the minimum requirements of the existing ordinance and shall apply only to properties within the District.

SECTION 5. Continuous Compliance. A valid certificate of compliance is required at all times. It is unlawful for any person to maintain, occupy, or use any structure intended for habitation without a valid certificate of compliance or a permit for the repair or replacement of a non-compliant SSTS.

SECTION 6. Inspector Requirements. All Compliance Inspections must be performed by an Inspector, as defined in 7082.0700. No Inspector or Licensed Business who previously designed, installed, inspected, or performed any maintenance on the SSTS may submit an Inspection Report for that SSTS for purposes of this ordinance until the SSTS has been independently inspected.

SECTION 7. Certificate of Compliance. Certificates of Compliance for a new SSTS shall be valid for 5 years. Certificates of Compliance for an existing SSTS shall be valid for 3 years unless evidence of noncompliance is found by the Department.

SECTION 8. SSTS Compliance. All compliant SSTSs shall meet the standards in the Existing Ordinance as it may be amended, specifically three feet of vertical separation and tank integrity verification, as well as all requirements under Minnesota Rules Chapter 7080 for an ISTS and Chapter 7081 for an MSTS.

SECTION 9. Cluster System Compliance. Every component a Cluster System must be compliant prior to the issuance of a Certificate of Compliance. In addition to the standards for an ISTS or MSTS, Cluster Systems shall meet the following standards:

- a. Written agreement between all owners of the parcels served by the Cluster System to allow system-wide inspection and maintenance on all parcels served by the Cluster System.

[15741-0019/2603483/1]

- b. Documentation of all service performed in the past three years in accordance with the Management Plan and Minnesota Rule Chapter 7082.0600 for ISTS or all service performed in the past three years in accordance with the Operation and Maintenance Plan and Minnesota Rule Chapter 7080.2450 and Chapter 7081.0290 for an MSTs must be submitted to the Department prior to the issuance of a new Certificate of Compliance.

SECTION 10. Holding Tank Compliance. All compliant Holding Tanks shall meet the standards in the Existing Ordinance as it may be amended. After December 31, 2017, new Holding Tanks shall only be allowed for seasonal residences or Lots of Record where a Type I system cannot be installed and a Cluster System is not available for connection. Existing, compliant Holding Tanks shall be allowed to remain. All compliant Holding Tanks shall meet the following standards:

- a. A copy of a current, valid monitoring and disposal contract must on file with the Department at all times.
- b. Documentation of all service performed in the past three years in accordance with a monitoring and disposal contract must be submitted to the Department prior to the issuance of a new Certificate of Compliance.
- c. Where available, a designated soil treatment area must be preserved through a written declaration recorded on the property when new seasonal residences are constructed or when parcels with existing Holding Tanks request a land use approval or property transfer.

SECTION 11. Required Installation of Type I System. Compliant Holding Tanks with available soil treatment areas, but lacking a Type I System, must install a Type I System within one (1) year of the following events:

- a. Transfer of the property, or
- b. Issuance of a land use or building permit or approval.

All new SSTSs installed after the effective date of this Ordinance shall include a Type I System if an adequate soil treatment area is available.

SECTION 12. Effect of New Regulations. No system shall be “grandfathered” based on new County or state regulations and standards. All existing systems must be upgraded, repaired, or replaced in order to meet all performance and design standards for SSTS with the District prior to the issuance of a Certificate of Compliance.

SECTION 13. Compliance Period.

- a. An SSTS that is determined not to be protective of groundwater, in accordance with Minnesota Rules, Chapter 7080.1500, Subp.4.B or otherwise fail to meet any standard of this ordinance and Minnesota Rules Chapter 7080 for an ISTS or Chapter 7081 for an MSTs, shall be upgraded, repaired, replaced, or abandoned by the owner in accordance with the provisions of this Section within one (1) year of receipt of a Notice of Noncompliance.

[15741-0019/2603483/1]

- b. An SSTS that is determined to be an imminent threat to public health or safety, in accordance with Minnesota Rules, Chapter 7080.1500, Subp.4A, shall be upgraded, repaired, replaced, or abandoned by the owner in accordance with the provisions of this Section within ten (10) months of receipt of a Notice of Noncompliance.
- c. All operational deficiencies must be corrected immediately.

SECTION 14. Variances. No variances shall be granted from this Ordinance.

SECTION 15. Inspection Program. The Department shall send notice of the impending expiration of a Certificate of Compliance 90 days before expiration. Notice shall also be provided when a change in use of the property is proposed.

SECTION 16. Administrative Search Warrant. The County reserves the right to seek an administrative search warrant to perform a Compliance Inspection of any property within the District for which a valid Certificate of Compliance does not exist.

SECTION 17. Penalties. Any property owner who fails to upgrade, repair, or replace a non-compliant SSTS but continues maintain, occupy, or use any structure for habitation without a valid certificate of compliance shall be guilty of a misdemeanor. Any person or entity who violates any provision of this Ordinance or makes any false statement in any document required to be submitted under this Ordinance shall be guilty of a misdemeanor.

SECTION 18. Funding. All activities resulting from this Ordinance shall be funded through the District in accordance with Minnesota Statute Chapter 375B and the resolution establishing the District.

SECTION 19. Severability. In the event any provision or part of this Ordinance is determined to be void or unenforceable by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

SECTION 20. Effective Date. This Ordinance shall be effective immediately upon passage.

Adopted _____, 2017

Board Chairperson
Le Sueur County Board of Commissioners

ATTEST:

County Administrator

[15741-0019/2603483/1]

**INTERCONNECTION AGREEMENT FOR WASTEWATER TREATMENT
BETWEEN
LE SUEUR COUNTY AND THE CITY OF CLEVELAND**

**DRAFT
MARCH 13, 2017**

[15741-0031/2604270/1]

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the City of Cleveland, a municipal corporation in Le Sueur County, Minnesota (“City”) and the County of Le Sueur, of the State of Minnesota (“County”) (collectively the “Parties”).

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree:

RECITALS

The recitals shall not be deemed to be a limitation on the interconnection agreement of City and County to be exercised pursuant to this agreement, but shall be deemed statements of the general purposes of the agreement.

1. The City owns and operates a wastewater treatment system that includes wastewater treatment ponds and a wastewater collection system to provide wastewater treatment services to properties within the City.
2. Property owners around West Jefferson Lake requested the County to construct a centralized wastewater collection and treatment system, and the County has determined these properties are in need of centralized wastewater collection and treatment services.
3. The County has exercised its authority under Minnesota Statutes, Chapter 375B to establish a subordinate service district encompassing the West Jefferson Lake properties for the purposes of addressing wastewater needs within the district.
4. The County has determined the best method for providing wastewater collection and treatment services is for the County to install a wastewater collection system to serve the properties within the district and to connect its collection system to the City’s wastewater treatment ponds for treatment.
5. The County desires to discharge wastewater it collects from the West Jefferson Subordinate Service District it intends to construct to the City wastewater treatment ponds for treatment and the City agrees to receive and treat the County’s wastewater from the West Jefferson Subordinate Service District (“District”) under the terms and conditions of this Agreement.
6. The County intends to perform the maintenance on the District wastewater infrastructure and perform all billing functions within the District.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

ARTICLE I GENERAL PROVISIONS

- 1.1. Purpose of Agreement.** The purpose of this Agreement is to set out the terms and conditions under which the City agrees to permit the interconnection of the District to

[15741-0031/2604270/1]

the City's Wastewater Treatment Ponds ("WTP"). The County will construct and maintain all wastewater infrastructure necessary to collect and carry wastewater to the Connection Point at the WTP. The County will perform all billing functions within the District. The City shall solely be responsible for the treatment of wastewater from the District.

1.2. Definitions of Terms. For the purposes of this Agreement, the following terms shall have the meaning given them in this Section.

- 1.2.1. Agreement. Agreement means this contract for the interconnection of sanitary sewer systems between the County Le Sueur and the City of Cleveland, to receive and treat the County's wastewater from the West Jefferson Subordinate Service District in the City Wastewater Treatment Ponds.
- 1.2.2. Base Fee. The monthly fee charge per Service Connection in addition to the User Fee.
- 1.2.3. Carbonaceous Biochemical Oxygen Demand (CBOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees Centigrade, expressed in terms of weight and concentration (milligrams per liter, mg/l).
- 1.2.4. City. City of Cleveland, Minnesota.
- 1.2.5. City Wastewater Treatment Ponds (WTP). The wastewater treatment ponds constructed, owned, operated, and maintained by the City.
- 1.2.6. City Wastewater Treatment System. The comprehensive collection and treatment of wastewater by the City including, but not limited to, the City Collection System and the City Wastewater Treatment Ponds.
- 1.2.7. County. County of Le Sueur, Minnesota.
- 1.2.8. Connection Point. The point of interconnection with the City Wastewater Treatment System from the West Jefferson Subordinate Service District.
- 1.2.9. Design Capacity. Capacity of the City Wastewater System to collect and treat wastewater consistent with all requirements of the Federal Water Pollution Control Act, as amended, the City's National Pollution Discharge Elimination System (NPDES) permit, and all other requirements established by the City without incurring unreasonable operating expense or causing damage to the City Wastewater System.
- 1.2.10. District. A Subordinate Service District of Le Sueur County established for the West Jefferson Lake area by Le Sueur County Board of Commissioners on January 17, 2017, in accordance with the procedures outlined in Minnesota

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Statutes, Section 375B. The initial boundaries of the District are as shown in **Exhibit A**. In case of a discrepancy between the map adopted as part of County Resolution and the map included with this Agreement as **Exhibit A**, the map included with this Agreement as **Exhibit A**, including amendments thereto which may be made subsequent to the execution of this Agreement as given under Article VIII, shall govern.

- 1.2.11. District System. The system of sewers, force mains, lift stations, grinder pumps, and meters constructed, and owned by the County, which are intended to carry only liquid and water-carried wastes from residences and other approved uses located within the West Jefferson Subordinate Service District established by the County.
- 1.2.12. Infiltration. Water entering the sewage system (including building drains and pipes) from the ground through sources such as, but not limited to, defective pipes, pipe joints, connections and manhole walls.
- 1.2.13. Inflow. Water, other than wastewater, that enters a sewer system (including building drains) from sources such as, but not limited to, roof leaders, cellar drains, yard and area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers, catch basins, surface runoff, street wash waters or drainage.
- 1.2.14. Infiltration/Inflow (I/I). The total quantity of water from both infiltration and inflow.
- 1.2.15. Maximum Annual Daily Average. The maximum monthly annual daily average is the maximum daily average measured level of a characteristic averaged over a one year period.
- 1.2.16. Maximum Daily Limit. The maximum daily limit is the maximum measured level of a characteristic measured over a single day.
- 1.2.17. Maximum Monthly Average. The maximum monthly average limit is the maximum daily average measured level of a characteristic averaged over a one month period.
- 1.2.18. Monitoring Station. A building or other suitable structure installed at or between the ends of the West Jefferson Lake System where it exits the Subordinate Service District and the Connection Point, containing flow metering and sampling equipment and other apparatus to accurately monitor the strength and volume of wastewater being discharged.
- 1.2.19. MPCA. Minnesota Pollution Control Agency.

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- 1.2.20. Normal Domestic Strength Waste. Wastewater that is primarily introduced by residential users with a CBOD concentration not greater than two hundred twenty (220) mg/l and a total suspended solids (TSS) concentration not greater than two hundred forty (220) mg/l.
- 1.2.21. NPDES. National Pollution Discharge Elimination System.
- 1.2.22. Service Connection. The physical connection of a sanitary sewer service line from an individual property to the West Jefferson Subordinate Service District. Each service connection represents one SAC Unit as defined below.
- 1.2.23. Sewer Availability Charge (SAC). A development impact fee assessed for reserve capacity, sewage treatment, and connection rights to the City sanitary sewer system.
- 1.2.24. SAC Units. A number of units that is defined in the City's utility fee schedule, adopted by ordinance, using various parameters for different types of facilities or uses. Under this Agreement, a limit of 140 SAC units or a Maximum of 12,264,000 gallons/year will be allowed for the West Jefferson Lake System, specifically assigned to individual parcels as given in **Exhibit B**.
- 1.2.25. State. State of Minnesota.
- 1.2.26. Total Suspended Solids (TSS). The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids and which is removable by a standard glass fiber filter.
- 1.2.27. User. Any person who discharges wastewater, or causes or permits the discharge or placement of wastewater, into the West Jefferson Lake System.
- 1.2.28. User Fees. The amount the City shall charge the County for receiving and treating wastewater from the District System based on gallons of wastewater.
- 1.2.29. Wastewater. All liquid or water-carried waste products from whatever source derived, together with such groundwater infiltration and surface water inflow as may be present.
- 1.3. **Compliance with Applicable Laws**. Each party shall be responsible for complying with all applicable Federal, State, and local laws, rules, regulations, and ordinances in carrying out their respective obligations under this Agreement and for obtaining all permits or permissions that may be required.
- 1.4. **Cooperation with Agencies**. The County and the City shall cooperate and participate in providing all data requested by any State or Federal agency relative to regulatory policies or funding requests related to activities contemplated by this Agreement.

[15741-0031/2604270/1]

- 1.5. **Term of Agreement.** Unless terminated earlier as provided herein, the County shall have the right, for as long as the City operates the City Wastewater System, to convey wastewater from District System to the City WTP for treatment, provided the County acts in compliance with provisions of this Agreement.
- 1.6. **Review of Agreement.** The County and the City shall cooperate and participate in a review of this Agreement at least every five (5) years from the date of execution of this Agreement, or at such time that the renewal of the NPDES permit for the WTP occurs, whichever occurs sooner.
- 1.7. **Termination.** Either party may terminate this Agreement for cause arising from an event of default as provided in this Section.
- 1.7.1. **Termination for Cause.** Notwithstanding anything else to the contrary in this Agreement, either party may terminate this Agreement for cause arising from an event of default. If an event of default occurs, and if the non-defaulting party desires to terminate this Agreement, it shall provide the other party written notice describing the event of default and what must be done in order to cure the default. If the defaulting party fails to reasonably cure the default within 180 days of its receipt of the notice of default, the non-defaulting party may terminate this Agreement by providing the other party a written notice of termination. For the purposes of this section, the failure to adequately perform any of the following obligations under this Agreement shall constitute an “event of default” allowing a termination for cause: (1) repeated non-payment of any non-disputed amounts; (2) failure of the County to put in place or enforce restrictions regarding the number of connections within the Subordinate Service District; (3) failure to construct the District System or Connecting Sewer Line by <insert date>; or (4) failure to comply with any other material term of this Agreement.
- 1.7.2. **Effect of Termination.** Upon termination, the respective rights and obligations of the Parties under this Agreement shall cease, except that the City shall be entitled to any past due payments and for continuing payments until the City Wastewater System is no longer receiving wastewater from the District. Recognizing the fact this Agreement provides for the connection of two wastewater systems, and that the County must provide an alternative means for treating wastewater before it can reasonably disconnect from the City Wastewater System, the Parties agree to work in good faith to identify and the resolve the issues associated with separating the systems and dissolving the cooperative arrangement established between the Parties by this Agreement.
- 1.8. **Title to Wastewater Systems.** It is agreed and understood by the Parties that the title to, and all incidents of ownership in, the City Wastewater System, any subsequent replacement or upgrades, improvements or expansions thereof, and all the grounds upon which the same is located shall remain in the City and shall be the absolute property of said City. It is further agreed and understood that the operation of the City Wastewater System and employment of personnel therefore shall be in the full charge of the City. It

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is further agreed and understood that the title to, and all incidents of ownership in, the District System, including any subsequent replacement or improvements, shall be the property of and owned by the County exclusively. Those that may be contracted by the County to construct or improve the District System and shall not be the responsibility of the City.

- 1.9. **Disposition of Property.** Upon termination of this Agreement all property hereunder which is within the City limits of the City, including the connecting sewer forcemain that discharges wastewater from the District to the WTP, shall belong to the City and all other property acquired hereunder shall belong to the County.

ARTICLE II WEST JEFFERSON SUBORDINATE SERVICE DISTRICT

- 2.1. **Construction.** The County is solely responsible for, at its own cost, designing and constructing the District System, and completing all work to connect the system to the WTP. The City shall have no financial or other obligation to the District System other than to receive and treat its wastewater as provided in this Agreement.
- 2.2. **Plan Review.** The County shall be responsible for preparing all plans and specifications needed for the construction of the District System. The County shall submit all such plans and specifications to the City for review and approval at least 30 days prior to the County advertising for bids for its construction. The materials and specifications to construct the District System must be at least of the same quality used by the City and must otherwise be acceptable to the City. Approval by the City shall not be unreasonably withheld.
- 2.3. **Limitations on District System.** The Parties understand and agree that the District System will be designed to serve up to a total of 140 SAC units which is approximately a maximum of 12,264,000 gal/yr. No Service Connections shall be allowed downstream of the Monitoring Station. The total number allowable SAC Units available to the District shall be specifically allocated to individual properties. Initial allocations shall be designated by Parcel Identification Number as set forth in **Exhibit B**. The designation of additional allocation, not to exceed 140 SAC units, or the transfer of SAC Unit allocations from one parcel to another by the County is allowed under this Agreement, but requires an immediate revision to **Exhibit B**. The County shall not make or allow any additional Service Connections in excess of 140 SAC units to the District System without the prior written consent of the City and amendment of this Agreement.
- 2.4. **Easements.** The County is responsible for acquiring, at its own expense, all easements or other permissions required to construct the District System, Monitoring Station, and extend the District System to the Connection Point, and as may otherwise be needed to carry out its obligations under this Agreement. The City will provide permits as may be required to perform any work within the City's streets, right of ways, or easement areas at no cost. The County shall be responsible for maintaining the grounds and any associated facilities around the Monitoring Station. Should the Connection Point or Monitoring

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Station be required to be relocated in the future, the County shall be responsible for the costs of removal, restoration, and relocation.

- 2.5. **Third Party Penalties.** The County shall be responsible for paying any penalties or violation fees imposed on the City and County from the MPCA, or other similar agency, if such penalties or violation fees are the result of the County's action or inaction related to the District System. The City shall be responsible for paying any penalties or violation fees imposed on the City and County from the MPCA, or other similar agency, if such penalties or violation fees are the result of the City's action or inaction related to the operation or maintenance of the City's Wastewater Treatment System or WTP.

ARTICLE III INTERCONNECTION

- 3.1. **Authority for Connection.** In consideration of the terms and conditions of this Agreement, the City hereby grants the County permission and authority to connect the District to the City WTP at the Connection Point.
- 3.2. **Connection Point.** The connection point of the District System with the City Wastewater Treatment System shall be at a point near the City WTP as provided in construction plans approved by the Parties.
- 3.3. **Construction of Interconnection.** The District shall be responsible for all work and costs associated with the connection of the District System to the City WTP.
- 3.4. **Future Discharge Interconnection.** The City may determine, in conjunction with a review by an independent third party engineer, that it is in the best interests of the City that the location of the Connection Point of the District System with the WTP needs to be modified or changed. The City in its sole discretion may exercise the option to determine that the location of the Connection Point of the District System with the WTP needs to be modified or changed in the future. The City shall be responsible for all work and costs associated with the modification or relocation of the Connection Point of the District System to the WTP.
- 3.5. **Monitoring Station.** The County shall be responsible for acquisition, construction, maintenance, and insurance for the Monitoring Station as provided in this Section.
- 3.5.1 **Monitoring Required.** All wastewater discharged into the WTP from the District System shall be accurately monitored for strength and volume by acceptable automatic metering and sampling equipment installed at the Monitoring Station. The County shall, at its own cost, be responsible for purchasing and installing the equipment. The type, specification, and location of the metering and sampling equipment, any future improvement or replacement of such equipment, shall be approved by the City. At a minimum, the metering device shall be equipped with automatic registering and recording mechanisms for continuous recording of the rate of flow, which measures and provides a

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cumulative total of the volume of discharge. The County shall provide the City unfettered access to the Monitoring Station at all times.

3.5.2 **Operation and Maintenance.** The City shall operate and maintain the monitoring equipment and Monitoring Station. The cost for all such services shall be the responsibility of the County. All required flow metering and sampling equipment shall be operational on a continuous basis and wastewater flow shall be measured on a continuous basis, with volumes totaled and recorded continuously. The reading and recording of results and collection and analysis of wastewater samples from the District System metering and sampling equipment shall be completed by the City. Wastewater samples shall be analyzed for CBOD, TSS and any other pollutants once a week for the first six months after connection to the WTP, twice a month for the following six months, and thereafter monitoring and sampling will be performed monthly or as needed. A report shall be submitted by the City to the County monthly. Analysis of pollutants may be conducted by the City at any time in a laboratory certified for such analyses by the State of Minnesota.

3.5.3 **Calibrations.** The flow meter in the monitoring station shall be calibrated as provided in this Section.

3.5.3.1 *Regular Calibrations.* The City, at the County's expense, shall calibrate, with certified calibration procedures, its flow meter on a quarterly basis for the first year of this Agreement, and thereafter on an annual basis. A calibration report shall be prepared and filed with the County within twenty (20) days of completion of the calibration procedures.

3.5.3.2 *Annual Calibrations.* On a yearly basis, the City shall, at the County's expense, contract with a qualified flow metering calibration firm to have the metering device used in billing calculations of this Agreement calibrated.

3.6. **Events of Failure.** If the required flow metering or sampling equipment fails, the City shall estimate the wastewater volume and pollutant loadings for the period of equipment failure using the most comparable recent historical data. Said estimates shall continue until such time as the equipment is repaired or replacement equipment is installed as required by this Agreement.

ARTICLE IV ACCEPTABLE WASTEWATER

4.1 **User Regulations.** The County and City shall enact, adopt, and strictly enforce all such resolutions, ordinances, or regulations as may be necessary to impose limitations on users of the District System that are at least as strict as those applicable to users within the City and as may be needed to give full effect to the stipulations contained in this Agreement.

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- 4.2 **Acceptable Wastewater.** The quality, strength and character of wastewater which the City receives at its WTP from the District System shall comply with applicable statutes, rules and regulations of the State of Minnesota. The County shall do those things necessary to comply with the City's NPDES permit and use its best efforts to prevent any surface or storm water, excessive I/I, or industrial wastes to be discharged into the District System.
- 4.3 **Maximum Limits.** The Parties recognize that the capacity of the City WTP is limited. In order to avoid overburdening the City's system, or precluding use by properties within the City, the amount of wastewater discharge from the West Jefferson Lake System and the Connecting Sewer Line to the City Collection System shall strictly conform to the following parameters and limits, which shall constitute the County Capacity Allocation:

County Capacity Allocation and Monitoring Requirements					Monitoring Requirements	
Effluent Characteristic	Maximum Daily Limit	Maximum Monthly Average	Maximum Annual Daily Average	Peak Instantaneous Limit	Minimum Measurement frequency	Sample type
Flow (gal/day)	152,000	45,600	38,000		Continuous	Recorded
CBOD (lbs/day)	84	76	70	N/A	Monthly	Composite
TSS (lbs/day)	100	91	76	N/A	Monthly	Composite
Phosphorous (lbs/day)	5.3	4.6	3.8	N/A	Monthly	Composite

4.4 **Quality and Prohibited Materials.**

4.4.1 **Quality of Effluent.** The quality of raw wastewater to be delivered to the WTP from the District System shall be aerobic in character and the odor shall not be stronger than that associated with municipal raw wastewater. If additional aeration or injection of chemicals is required in the judgment of the MPCA or the City in order to prevent damage to the WTP or to eliminate nuisance odor conditions from resulting from the District System, all costs associated with such mitigation or corrective measures shall be borne by the County.

4.4.2 **Prohibited Materials or Discharges.** The County shall not allow any user to discharge, either directly or indirectly, into the District System, any flows or materials prohibited by the City Code of Ordinances and the City's WTP NPDES Permit, along with any of the following:

- A. Waste of any type generated from any source outside the District;

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- B. Waste generated from septic tank contents, privy vault contents, sewage holding tanks or similar sources from within the District;
- C. Wastes which may directly or indirectly impair the proper functioning of the City Wastewater System;
- D. Any wastes, the strength or pollution effects of which are not effectively altered by ordinary treatment processes, or the presence of which in the receiving stream would violate State and Federal water quality standards; and
- D. Any wastewater having a pH less than 6.0 or more than 10.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the City Wastewater System.

ARTICLE V INSPECTIONS

- 5.1 **City Inspections**. The City, or its designated representative, upon reasonable notice first given to the County and any affected private property owner, shall be permitted to audit and inspect the materials and construction of the District System in order to confirm that the same is being constructed, according to applicable City specifications and standards, all applicable Federal, State, and local laws, rules, regulations, and ordinances, and to verify compliance with terms of this Agreement.

ARTICLE VI FEES, PAYMENTS AND ADDITIONAL COSTS

- 6.1 **Consideration**. In consideration of the use of the City WTP by the County for its District System, the District shall pay the City the fees and charges provided for in this Article as well as any other amounts required by this Agreement.
- 6.2 **SAC Connection Fee**. The District shall pay to the City a SAC connection fee in the amount of \$1,000.00 per connection. This will be paid prior to the connection of the Service Connection to the District System.
- 6.3 **Fees**. The City may maintain a user fee system which assesses a user charge for each Service Connection on the District.
- 6.3.1 **Base Fees**. The District shall pay a base fee of \$1.00 per Service Connection per month to the City. This is allocated for operation and maintenance of the WTP.
- 6.3.2 **User Fees**. The District shall pay a User Fee based on the monthly flow discharged to the WTP as measured by flow meters at the Monitoring Station. The monthly User Fee shall be calculated by multiplying the metered gallons of wastewater through the Monitoring Station in a month by the current rate (metered gallons X \$/gallon)

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= User Fee). The rate per 1,000 gallons of wastewater shall be 120% of the User Fee that the City charges its residents. The rates are as follows:

2017-- \$6.19 per 1,000 gallons
2018-- \$6.38 per 1,000 gallons
2019-- \$6.56 per 1,000 gallons

After 2019, the User Fee shall be set by the City, reviewed annually and adjusted as necessary. The City shall provide the County at least 60 days' notice of changes to the User Fees.

6.3.3 **Invoice**. The City shall invoice the County monthly for the prior month's fees and costs. The invoice shall include a total invoice amount but shall also list the number of Base Fees, the calculation of the current User Fee, and all itemized pass-through costs for calibration of monitoring equipment, operation and maintenance of the Monitoring Station, or other related expenses. The County, through its established subordinate service district, collects all costs from properties within the District, so detailed and itemized invoices are critical.

6.4 **Non-Payment**. Failure on the part of the District to pay all amounts due to the City within 30 days of the invoice date shall render such unpaid amount delinquent. If the delinquent amount is not paid in full within 14 days of notice of delinquency, such delinquent amount shall bear interest at an annual rate of twelve percent (12%).

ARTICLE VII REQUEST FOR EXPANSION

7.1 **Procedure**. The District may request to expand the number of connections within the District. The request for adding connections must be approved by the City. The City will authorize the County to expand the District boundaries. The County has the authority to allow the expansion of the District following Minnesota Statutes Section 375B.

7.2 **Review of Request**. No expansion shall be allowed by the City unless it is in the form of a written amendment to this Agreement and approved by the governing bodies of the County and the City.

7.3 **Expansion of City Wastewater System**. Expansion or improvement of the City Wastewater System shall be subject to this Section.

7.3.1 **City Project**. If the City undertakes a project to expand or replace its WTP, construct a new Wastewater Treatment Plant, the District shall be responsible for paying its proportionate share of such project, with such proportionate share to be determined based on the percentage of flow as monitored by the District flow meter and the City flow meter based on a five (5) year average.

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**ARTICLE VIII
INDEMNIFICATION AND LIABILITY**

- 8.1 **County Indemnification of City.** The County shall defend, indemnify, and hold harmless the City, its officers, employees, and agents against any claim brought, action filed, or penalty imposed by reason of any act or omission of the County, its officers, employees, and agents against any and all liability, loss, costs, damages, expenses, fines, penalties, claims, or actions, including attorney fees, which the City, its officers, employees, or agents may hereafter sustain, incur, or be required to pay, arising out of or by reason of the construction, operation, maintenance, or improvement of the District System, the Connecting Sewer Line, or the District. This indemnification obligation includes the County defending, indemnifying, and holding the City harmless against any claims or actions arising from or related to any actions taken by the City or County to enforce the limits or prohibitions established in this Agreement related to the amount of the wastewater received from the District including, but not limited to, restricting flow, suspending service, or imposing additional costs on Users. The County is not responsible for indemnifying the City against actions arising solely from the claimed negligence of the City, its officers, employees, or agents. The indemnification obligation contained in this Section is in addition to any other County indemnification obligations contained in this Agreement.
- 8.2 **City Indemnification of County.** The City shall indemnify, defend, and hold harmless the County from any and all loss or damage to any property, liability, loss, costs, damages, expenses, fines, penalties, claims, or actions, including attorney fees incurred by the County by reason of any act or omission on the part of the City, its agents or employees, in connection with the construction or operation and maintenance of the City Wastewater System, unless the same shall be due to the negligence of the County, its agents or employees. This indemnification obligation includes the City defending, indemnifying, and holding the County harmless against any claims or actions arising from or related to any actions taken by the City or County to enforce the limits or prohibitions established in this Agreement related to the amount of the wastewater received from the District including, but not limited to, restricting flow, suspending service, or imposing additional costs on Users. The City is not responsible for indemnifying the County against actions arising solely from the claimed negligence of the County, its officers, employees, or agents. The indemnification obligation contained in this Section is in addition to any other City indemnification obligations contained in this Agreement.
- 8.3 **Circumstances Beyond Control.** The City shall not be responsible if the City Wastewater System is prevented from receiving or treating wastewater from the District in accordance with the terms of this Agreement by any cause not reasonably within the control of the City including, but not limited to, acts of God (fire, explosion, flood, earthquake, tornado), strike, war, unavoidable accident, ruptured pipe resulting from temperature change or ground disturbances, or Federal or State interference (governmental exercise of authority, court orders). The City agrees (except in the case of total destruction or near total destruction of its properties) to diligently put its works in

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condition again, as soon as practicable, to dispose of sewage in the manner provided for in this Agreement. The County shall hold, save, and defend the City harmless for any damage or loss resulting from such impossibility, frustration, interruption, or suspension of performance of the terms of this Agreement.

- 8.4 **Liability Caps and Exemptions.** To the extent a court considers this Agreement to constitute a joint venture or joint enterprise between the City and the County, any liability arising from or related to the activities contemplated by this Agreement shall be considered as against a single entity and shall not exceed the limit for a single entity as provided in Minnesota Statutes, Section 471.59, Subdivision 1a(a). Nothing herein shall constitute a waiver by any party of the limitations on or exclusions from liability available to either under Minnesota Statutes, Chapter 466 or as otherwise provided in law.

ARTICLE IX CHOICE OF LAW AND VENUE; DISPUTES

- 9.1 **Choice of Law and Venue; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and the Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

ARTICLE X MISCELLANEOUS PROVISIONS

- 10.1 **Entire Agreement.** The terms, covenants, conditions, and provisions of this Agreement, including present and all future attachments or exhibits shall constitute the entire agreement between the Parties, superseding all prior agreements and negotiations. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City of Cleveland and the County of Le Sueur.
- 10.2 **Amendments.** This Agreement may be amended or modified only by mutual, written agreement duly executed by both of the Parties. Such written agreement shall be executed by a resolution duly adopted by the Board of the Le Sueur County Commissioners and the City Council of the City of Cleveland.
- 10.3 **Governing Law.** This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Minnesota.
- 10.4 **No Third Party Rights.** No party to this Agreement shall by virtue of this Agreement have any responsibility with respect to services provided or contractual obligations assumed by any other party, and nothing in this Agreement shall be deemed to constitute or to create any fiduciary or agency relationship among the Parties or any other party.

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- 10.5 **Audit.** The County shall have the right to inspect and audit City records with respect to this Agreement.
- 10.6 **Recitals and Attachments.** The recitals contained herein, together with all Attachments or Exhibits referred to in this Agreement, are hereby made a part hereof and incorporated herein by reference as fully and as completely as if set forth herein verbatim.
- 10.7 **Waiver.** The waiver by either party of an event of default of any term of this Agreement by the non-defaulting party shall not operate, or be construed to operate, as a waiver of any subsequent claim of default or any other claim available under this Agreement or available at law or in equity. The making or the acceptance of a payment by either party with knowledge of the existence of a default shall not operate, or be construed to operate, as a waiver of any subsequent claim of default or any other claim available under this Agreement or available at law or in equity.
- 10.8 **Severability.** In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable by any court of competent jurisdiction, by reason of any existing or subsequently enacted legislation, or by the application of existing or subsequently adopted rules and regulations of any State or Federal agency, the other provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith and agree to such amendments or modifications of or to this Agreement or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement, and give effect to the intentions of the Parties.
- 10.9 **Notice.** Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person or sent by first class mail, postage prepaid, as follows to the City Clerk if to the City, or to the County Administrator if to the County.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the City of Cleveland has caused this Agreement to be signed in duplicate by its Mayor and City Clerk, and its corporate seal to be hereunto affixed pursuant to a resolution of the City Council of the City of Cleveland, a certified copy of which is hereto attached; and the County of Le Sueur has caused this Agreement to be executed by its chairman, attested to by its clerk to the Board pursuant to a resolution duly adopted by the Board of the Commissioners of Le Sueur County, certified copy of which is hereto attached.

COUNTY OF LE SUEUR

Approved by on the _____ day of _____, 2016.

BY THE LE SUEUR COUNTY BOARD

Chairperson

ATTEST:

County Administrator

CITY OF CLEVELAND

Approved on the _____ day of _____, 2016.

BY THE CITY COUNCIL

Mayor

ATTEST:

City Clerk

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EXHIBIT A
Map of Subordinate Service District

(attached hereto)

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A-1

EXHIBIT B

Parcel Listing / Number of Allowable SAC Units per Property

(attached hereto)

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B-1

**LE SUEUR COUNTY, MN
WEST JEFFERSON SUBORDINATE SERVICE DISTRICT
ORDINANCE NO. ____**

The County Board of Le Sueur County Ordains:

CHAPTER 725 GENERAL PROVISIONS

725.1 Title

This Ordinance shall be known and referenced as the “West Jefferson Subordinate Service District Ordinance.”

725.2 Statutory Authority.

This Ordinance is enacted pursuant to Minn. Statutes Chapter 375B.

725.3 Purpose and Intent

The purpose of this Ordinance is to establish methods for setting fees, determining levels, methods and cost of operational oversight, set performance standards and determine responsibilities and obligations of the citizen participants, and the West Jefferson Subordinate Service District.

725.4 Definitions and Rules of Construction

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The term shall means mandatory and the term may is permissive. The following terms shall have the definitions given to them:

“Account”

All unsettled obligations of a person to the District, including unpaid User Fees, loss, damage, costs, expense, charges and fees incurred by the District for cleaning, repair and/or replacement of any part of the Sewer System or other District property caused or incurred by said person.

“Board”

The Le Sueur County, Minnesota Board of Commissioners.

“Building Sanitary Drain”

Building Sanitary Drain means that part of the piping of the drainage system which receives the discharge from soil and waste pipes inside the walls of the building and conveys it to the building Building sewer Sewer beginning at least one foot outside the building footings.

“Building Sewer”

“Building Sewer” means that part of the drainage system which extends from the end of the building Building drain Drain and conveys its’ discharge to the grinder station connection, the beginning of the District Sewer System.

“Capital Costs”

The reasonable and necessary costs and expenses incurred by the District in planning, designing, financing and constructing the Sewer System and obtaining service, including but not limited to costs and expenses for obtaining necessary permits, licenses, approvals and grants for design and construction costs; fees for legal and consulting services and the acquisition of such Sewer System and service.

“CBOD”

Carbonaceous Biochemical Oxygen Demand the quantity of oxygen utilized in the biochemical oxidation [15741-0031/2542906/1]

of organic matter, under standard laboratory procedures in five days at 20 degrees centigrade expressed in terms of weight and concentration (mg/l).

“Clean Water Act”

The Clean Water Act, 33 U.S.C. §§ 1251-1387, and as amended from time to time.

“Cooling Water”

Water discharged from any use such as air conditioning, cooling or refrigeration, or during which the only pollutant added to the water is heat.

“Connection Charge”

Charge to a user for connection to the sewer system. Connection charges may include capital cost, administrative fees, interest charges and other charges as required to construct, maintain, operate and develop reserve funds for future maintenance of the system.

“Debt Service”

The principal and interest necessary to pay the bonded indebtedness for the construction and installation of the Sewer System.

“Debt Service Charge”

The charge related to the principal and interest necessary to pay the bonded indebtedness.

“District”

The West Jefferson Subordinate Service District formed by Le Sueur County for the purposes described in this Ordinance.

“Domestic Waste”

Wastes from residential users.

“Flow”

The quantity of wastewater expressed in gallons or cubic feet per 24-hour period.

“Full Connection”

Those properties that connect to the Sewer System and discharge wastewater to the Sewer System once it is operational.

“Greywater”

Sewage that does not contain toilet wastes.

“Grinder Station”

Pump station installed to pump wastewater from Building sanitary sewer to the District Sewer System. Grinder station to include the pump basin, pump, pump controls and electrical wiring from pump control to pump, and other appurtenances. The Grinder Station is considered to be part of the District Sewer System.

“Indirect Discharge”

The introduction of pollutants or wastes into the Sewer System from any non-domestic source regulated under Section 301 (b), (c), or (d) of the Clean Water Act.

“Infiltration”

Water entering the sewage system (including building drains and pipes) from the ground through sources such as, but not limited to, defective pipes, pipe joints, connections and manhole walls.

Comment [AR]: Vs. the term “SAC”, seems to be used interchangeably; SAC is not really used

“Inflow”

Water, other than wastewater, that enters a sewer system (including building drains) from sources such as, but not limited to, roof leaders, cellar drains, yard and area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers, catch basins, surface runoff, street wash waters or drainage.

“Infiltration/Inflow (I/I)”

The total quantity of water from both infiltration and inflow.

“Initial Project”

Construction project to build the West Jefferson Lake Sewer System, with 140<?> connections and connect to the City of Cleveland’s Wastewater Treatment Ponds.

“MPCA”

Minnesota Pollution Control Agency.

“Multiple Unit User”

Any person, authorized under agreement with the District, who discharges wastewater to the Sewer System from multiple sources through one connection to the system, *i.e.* a campground or other multi-unit property use.

“Natural Outlet”

Any outlet in a water course, pond, ditch, lake or other body of surface water or groundwater.

“Normal Domestic Strength Waste”

Wastewater that is primarily introduced by residential users with a biochemical oxygen demand (CBOD) concentrations not greater than 260 mg/L and total suspended solid (TSS) concentrations not greater than 280 mg/L.

“NPDES Permit”

(National Pollutant Discharge Elimination System Permit) (Also “wastewater discharge permit”) Any permit or requirement issued by the MPCA pursuant to the Clean Water Act for the purpose of regulating the discharge of wastewater, industrial wastes, or other wastes under Section 402 of the Act.

“Partial Connection”

Those properties that construct a portion of the individual service facilities required to provide connection to the Sewer System under the initial projects, but do not actually connect to the system under the initial project.

“Person”

Includes any individual, firm, association, organization, partnership, business trust, company or corporation, the state or any agency or institution thereof, and any municipality, governmental subdivision, or other entity, including any officer or governing or managing body thereof.

“POTW”

Publicly Owned Treatment Works - the treatment works as defined by Section 212 of the Clean Water Act which is owned by the municipality (as defined by Section 502(4) of the Act). This includes any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances if they convey wastewater to a POTW plant. This also includes the City of Cleveland Water Treatment Ponds (WTP).

“Residential user”

User category defined as all residential users of the system .

Comment [AR]: Have the term “User” defined and predominately use that

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“Sanitary Sewer”

A sewer which carries wastewater and to which storm, surface, and groundwater are not intentionally admitted.

“Sewage”

Waste produced by toilets, bathing, laundry, water treatment devices, water conditioning devices, culinary operations, or any waste derived from any potable water source, or the floor drains associated with these sources.

“Sewer Availability Charge (SAC)”

Charges for a User's connection to system.

“Sewer Charges”

Means all fees paid by Users of the Sewer System to pay for the treatment cost, cost of OM&R for the Sewer System, and any future allocated debt service costs in addition to any additional fees pursuant to this Code.

“Sewer System”

The system of grinder station pumps, meters, structures, pipes and appurtenances used for collecting, transporting and conveying Wastewater and in some contexts also for treating and disposing of Wastewater. In this Code, “Sewer System” refers to the District's Sewer System, unless the context indicates otherwise.

“Storm Water”

Any flow occurring during or following any form of natural precipitation and resulting there from.

“User”

Any person who discharges, causes, or permits the discharge of wastewater, storm water or other unpolluted water into the Sewer System.

“User Fees”

Refers to the fees paid by all Users of the Sewer System.

“Wastewater”

The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any grey water, groundwater, surface water, and storm water that may be present, whether treated or untreated, which is discharged into or permitted to enter the Sewer System.

Comment [AR]: Necessary?

Comment [AR]:

Comment [AR]: duplicative

Comment [AR]: My understanding is that only residential wastewater is permitted

CHAPTER 726 DISTRICT ORGANIZATION

726.1 Office and Mailing Address

The mailing address of the District is:
West Jefferson Subordinate Service District
Environmental Services Office
Le Sueur County
88 South Park Ave.
Le Center, MN 56057
Direct Dial 507-357-8538

The physical address of the District is:
West Jefferson Subordinate Service District
Environmental Services Office
Le Sueur County
515 South Maple Avenue
Le Center, MN 56057
Fax 507-357-8541

726.2 **Advisory Committee**

726.02.1 The Board shall appoint an advisory committee. Primary responsibilities of the committee are to review and recommend annual budget and annual rates, and to provide recommendations on any policies or procedures as assigned by the county Board.

726.02.2 726.02.02 Number of members. The Advisory Committee shall consist of three (3) members. The members shall be property owners within the District, appointed by the County Board.

726.02.3 Term length and reappointment. The term of each member shall be for three (3) years. Each member may be eligible for reappointment, for not more than three (3) consecutive three (3) year terms.

The Board will arrange and determine the terms of the first advisory committee members appointed after the District's creation to expire on the 1st business day in January as follows:

The term of one (1) member will expire in the 2nd calendar year after the year in which the members are elected;

The term of the one (1) other member will expire in the 3rd calendar year after the year in which the members are elected; and

The term of the remaining one (1) member will expire in the 4th calendar year after the year in which the member is elected.

726.02.4 Compensation. No compensation shall be made to the advisory committee members.

CHAPTER 727 CONSTRUCTION OF DISTRICT SEWER SYSTEM

727.1 Building Sanitary Sewers and Connections

727.01.01 No person, unless authorized, shall uncover, make any connections with, or disturb any portion of the Sewer System without first obtaining a sanitary sewer permit from the District. The initial construction contract shall be considered written permission for work performed under the initial construction project.

727.01.02 For all future connections and work done to Partial Connections after the conclusion of the initial construction project, all costs and expenses incident to the installation and connection of the Building Sewer System to the District Sewer System shall be the responsibility of the owner.

727.01.03 A separate and independent Building Sewer and pressure grinder pump (or similar device approved by the District) shall be required for every single family dwelling, and for each separate living quarters or unit within a multi-family residential unit such as an apartment building, duplex, triplex, townhome structure or other multi-family structure. Each separate Building Sewer shall be separately connected to the Sewer System unless a special permit is obtained from the District for proven extenuating circumstances. Any such special permit shall require a written agreement between the property owners and the written consent of the District, allocating among the applicable property owners the costs

Comment [AR]: I suggest adding a meeting schedule (annually, quarterly, as-needed, etc). I also suggest address whether the committee is subject to the open meeting law; an argument could be made that since the advisory committee has no authority it is not subject to the OML, but a more conservative and more transparent approach would make it subject to the OML. Eitherway, if it is done on the front end, it will reduce inevitable conflict later.

Comment [AR]: I suggest getting some feedback from the engineers. Multi-unit structures can be tricky. Do any exist in the District? Are multiple pumps feasible if any exist?

of construction and maintenance of any common Building Sewer or pressure grinder pump. The initial construction contract shall be considered a special permit for work completed under the initial construction project.

727.01.04 Existing Building Sewers may be used in connections with new buildings only when they are found, upon examination and testing by the District, to meet all requirements of Le Sueur County Code and ordinances.

727.01.05 The size, slope, alignment, materials of construction of a building Building sewerSewer, and the method to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench shall conform to the requirements of the Minnesota Building Code, Minnesota Plumbing Code, and all other applicable rules and regulations. In the absence of specific Code provisions, or in amplification thereof, the materials and procedures established by the City Engineers Association of Minnesota (CEAM) and the American Society of Testing and Materials (ASTM) shall apply.

727.01.06 No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, sump pumps, or other source of surface runoff or groundwater to a Building Sewer or building drain that is connected in any manner whatsoever to the District Sewer System.

727.01.07 All private septic systems and other similar facilities shall be properly abandoned or removed at the time connection to the Sewer System is made, unless alternate use is permitted by Le Sueur County.

727.01.08 As a condition of connection to the Sewer System, tThe District shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for connection to the Sewer System shall notify the District when the work is ready for formal inspection. No underground portions shall be covered before the final inspection is completed, and all connections shall be made under the supervision of the District or its representative.

727.01.09 Any new connections to the Sewer System shall be prohibited unless the District determines that sufficient capacity, (including but not limited to flow, CBOD, and suspended solids) is available in all downstream portions of the system and at the POTW.

727.01.10 New connections shall also be required to have an SAC allocation available as defined in the agreement with the City of Cleveland.

Comment [AR]: What does this mean?

Comment [AR]: No sure what this means. Is the intent to say that a connection allocation must be available?

Comment [AR]: Blanket easements vs. surveyed easements should be discussed. A blanket easement is cheaper on the front end but will lead to future issues as to location when people add to their house or do other work, when other underground utilities need access, and blanket easements could create some title issues. Mass surveys are expensive, take a while, and may cause latent title issues to have to be fixed.

CHAPTER 728 USE OF DISTRICT SEWER SYSTEM

728.1 Connection

728.01.01 All properties within the West Jefferson Lake Subordinate Service District must either connect to the District Sewer System at the time of initial construction (Full Connection) or have a Partial Connection installed at the time of initial construction.

728.01.02 As a condition of connection, each User shall dedicate a utility easement to the District for the location of the necessary portion of Sewer System to service the User's property.

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728.2 Prohibited Discharges

728.02.01 No user shall discharge, either directly or indirectly, any flows or materials prohibited in the Cleveland City Code of Ordinances and the City's WRF NPDES Permit along with any of the following:

728.02.01.01 All waste of any type generated from any source outside the designated Subordinate Service District.

728.02.01.02 Any wastes which may directly or indirectly impair the proper functioning of the Sewer System or the City of Cleveland's Wastewater System.

728.02.01.03 Unpolluted storm water or groundwater.

728.02.01.04 Any wastes the strength or pollution of which are not effectively altered by ordinary treatment processes or the presence of which in the receiving stream would violate state or federal water quality standards.

728.02.02 Storm water and all other unpolluted water, including infiltration and inflow, shall be discharged to a storm sewer or other appropriate outlet, subject to existing regulatory requirements including the requirement to obtain an NPDES Permit as applicable.

728.3 Accidental Discharges

728.03.01 Accidental discharges of prohibited waste in the Sewer System, directly or through another disposal system, or to any place from which such waste may enter the Sewer System, shall be reported to the District (and City) by the persons responsible for the discharge, or by the owner or occupant of the premises where such discharge occurred, immediately upon obtaining knowledge of the fact of such discharge. Such notification will not relieve users of liability for any expense, loss or damage to the wastewater disposal system or treatment process, or for any fines imposed on the District on account thereof under any state or federal law. The responsible person shall

728.4 Monitoring

728.04.01 Inspection and Sampling. The District and its authorized agents bearing proper credentials and identification may conduct such tests as are necessary to enforce this Ordinance, and employees or representatives of the District may enter upon the utility easement of any property for the purpose of taking samples, obtaining information, or conducting surveys or investigations relating to such enforcement. All entry and subsequent work, if any, on said utility easement shall be done in accordance with the terms of the utility easement. Entry shall be made during normal business hours unless circumstances require otherwise. In all cases where tests are conducted by the district District for the purpose of determining whether a User is in compliance with the applicable regulations and rules, the cost of such tests shall be charged to the User and added to the User's Sewer Charges.

728.04.02 District Right of Entry. Duly authorized employees and representatives of the District bearing proper credentials and identification shall be permitted to enter all private properties, upon which the District holds an easement for the purpose of, but not limited to, the inspection, observation, measurement, sampling, repair, and maintenance of any portion

Comment [AR]: Probably want to avoid delays and have the city get noticed ASAP so that they can take remedial measures if necessary.

Comment [AR]: fragment

Comment [AR]: If the test show compliance, it seems a little harsh to stick the property owner with the bill.

of the Sewer System lying within said easement. All entry and subsequent work, if any, on said easement shall be done in accordance with the terms of the easement pertaining to the private property involved.

728.04.03 02 Testing Procedures. Testing procedures for the analysis of pollutants shall conform to the guidelines established in 40 C.P.R. Part 136 (Guidelines Establishing Test Procedures for the Analysis of Pollutants), and 40 C.P.R. 403.12 (General Pretreatment Regulations for Existing and New Sources of Pollution).

728.04.04 03 Confidential InformationData Practices. Information and data on a User obtained from reports, questionnaires, permit applications, permits, monitoring programs, and from inspections shall be available to the public or other governmental agencies without restriction unless the User specifically requests and is able to demonstrate to the satisfaction of the City that the release of such information would divulge information of the User. Data collected by the District is subject to the Minnesota Government Data Practices Act (Minnesota Statute Chapter 13).

Comment [AR]: Not defined

CHAPTER 729 THE ESTABLISHMENT AND COLLECTION OF CHARGES FOR USE OF THE DISTRICT SEWER SYSTEM

729.1 Connection Charges for Full Connections

729.01.01 At the time of connection, each user shall be subject to and pay applicable connection Connection charges Charges to the District.

729.01.02 Connection charges Charges paid by each User shall be determined as follows:

729.01.02.01 Capital costCosts, less grant funding and cumulative Building Sewer costs, for the construction of the Sewer System facilities required to provide service to the District. Capital charges shall be distributed among users Users as defined by the Board.

729.01.02.02 The Capital Costactual cost, less grant funding, of the individual Building Sewer installed at each facility connection as part of the initial project which provides service to each facility property served.

729.01.03 Connection Charges for users Users under the initial project shall be assessed to property owners in accordance with the Assessment assessment Certifying certifying Resolution resolution adopted by the Board following the assessment hearing. Each User may prepay a portion or all of the AssessmentConnection Charge, and have the remainder of the assessment Connection Charge certified to the county auditor as an assessment against the property served by the connection for collection.

729.2 Connection Charges for Partial Connections

729.02.01 Users with partial Partial connections Connections shall be subject to and pay applicable connection Connection charges Charges (Collection and **Trunk Line** charges) to the District. Connection Charge costs will be assessed to the property being served. This will guarantee a future connection to the sewer system. At the time of connection, each user with a partial Partial connection Connection shall be subject to pay remaining connection Connection charges Charges to the District.

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729.02.02 Connection charges paid by each Partial Connection shall be determined as follows:

729.02.02.01 Capital cost, less grant funding, for the construction of the sewer Sewer system System facilities constructed under the initial project required to provide service to the District. Initial Capital charges shall be distributed among users as defined by the Board, and shall be assessed to property owners in accordance with the Assessment Certifying Resolution adopted by the Board following the assessment hearing. Users with a partial connection may prepay a portion or all of the Assessment, and have the remainder of the assessment certified to the county auditor as an assessment against the property served by the connection for collection.

729.02.02.02 The Capital Cost of any Building Sanitary Sewer and Sewer System facilities required to complete the connection to the sewer system. Capital cost incurred for completion of the connection to the sewer system shall be paid at the time of connection.]

<Should future users be addressed?>

729.3 User Fees

729.03.01 User Fees shall be set by the District, reviewed annually and adjusted as necessary. The User Fees have been shall be adopted by resolution of the District, published in the local newspaper, and are effective as of the date of such publication. Subsequent changes in the sewer rates and charges shall be adopted by District Resolution and published in the local newspaper.

729.03.02 User fees shall be charged as established by the Board and are payable within 30 days of receipt of the billing.

729.03.03 Determination of Monthly Service Charge

729.03.03.01 Uniform Monthly Charges. For producers of Normal Residential Strength Wastes (The base monthly sewer charges for all connections shall be set by the Board and charged to all connections as follows:

TMC= MBC + MFC
TMC = Total Monthly Charge
MBC = Monthly Base Charge
MFC = Monthly Flow Charge

729.03.03.02 Monthly Base Charge (MBC) shall include cost allocated for operation and maintenance of the system, administration of the District, debt retirement, facility replacement and administration charges for treatment. MBC shall be charged to all users Users, regardless of usage, as outlined in Board resolution setting system charges.

729.03.03.03 Monthly Flow Charge (MFC) shall include cost allocated based on flow discharged to the sewer Sewer system System. Monthly Flow Charge includes treatment charges from the City of Cleveland, Capital reserve charge, and any other additional charges as allocated by the Board. This charge is based on usage of water within the dwelling. The water will be metered within each dwelling with a metering system that is installed as part

Comment [AR]: I think this whole section could use a little more focus. I am having a difficulty discerning what a full connection pays up front, from what a Partial Connection pays up front.

Comment [AR]: This area is a little unclear since it seems to conflict with the interconnection agreement. Will the District collect the City's user fee? I understand that the City will be maintain the System but the District will administer it. Where do those costs fit in?

Comment [AR]: My assumption is that the base charge covers all maintenance and administration costs based on the budgeted projection, divided pro-rata to each User

Comment [AR]: My assumption is that the flow charge is simply the cost of treatment per gallon X the # of gallons discharged for each User

Comment [AR]: Not defined

of the project.

729.03.04 Collection Charges and Fees. Fees Late fees and charges will be imposed for User Fees that are not paid based on terms established by the District.

Additionally, if the District is required to take legal action to recover any unpaid user User fees Fees or charges, the District may recover all costs incurred by it, including its actual costs of collection and attorneys' fees.

If the user User fees Fees, and/or late fees, and costs of collection assessed thereon are not paid to the District within 30 days after the user User has been notified of the same via U.S. Mail at their last known address, the District may assess the costs against the property served and for which the user User fees Fees, and/or late fees, and costs of collection remain unpaid and the same shall be transmitted to the county auditor and collectible with the real property taxes for such property.]

729.03.05 Unpaid User Fees shall become a lien on the property that is served by the Sewer System. In the event an owner shall fail to pay User Fees as required by this Ordinance, the District may undertake to have said fees certified as an assessment against the property at an interest rate of 8% per annum to be collected and remitted to the District in the same manner as assessments for local improvements. The rights of the District under this subdivision shall be in addition to any other remedial or enforcement provisions of this Ordinance.

729.03.06 Delinquent Accounts and Assessments. All Accounts and charges which are delinquent on September 30th of any year may be certified by the City Clerk who will prepare and file in his or her office an assessment roll no later than November 1st of each year providing for the special assessment of all such delinquent accounts against the respective real estate, lands, tracts or parcels served or owned by such User or person obligated on the account. A copy of the assessment roll will be delivered to the Board for adoption on or before December 1st of each year. Notice of the proposed assessment will be given not later than 14 days before the date of the first meeting of the Board in December at which time the Board will hear all comments or objections to such assessments. Notice will be made by mailing a copy of the notice to the person to be assessed or other person obligated on the account at his or her last known address or by personal service stating (1) the amount of the assessment; (2) the description of the real estate or property sought to be assessed; (3) the date and place of the assessment hearing. Each assessment shall be payable on or before the first Monday of the following December. Interest will be charged on the assessment at the rate of 8% per year or the rate that is charged for assessment rolls for improvement projects adopted in the same year, whichever is greater and will accrue from and after the 30th day following the date of each delinquent Account. The owner of the assessed property may at any time prior to the certification of assessment, pay to the City Clerk the balance of the assessment covering the property with interest at the same rate as established above accrued to the date of payment.]

Upon adoption by the Board, the District will transmit a certified duplicate of such assessments to the applicable county auditor to be placed on the property tax rolls of the applicable county, to be collected and paid over in the same manner as for real estate taxes.

729.4 District Finances

729.04.01 The District shall maintain a separate account for funds collected for the [15741-0031/2542906/1] 10

Comment [AR]: Be careful of double dipping, can only collect the same fee once.

Comment [AR]: Will this timing work? Usually the Auditor need to know the assessed amount by December 1st in order to get it on the next year's rolls.

recovery of Capital Costs, Treatment Costs, Operations Costs, Maintenance Costs, and Replacement Costs. The account shall be appropriate and suitable for the deposit of municipal funds.

729.04.02 The District shall neither deposit nor invest funds collected for recovery of Capital costs in any account or investment bearing an interest rate greater than the interest rate on the bonded indebtedness for the project.]

729.04.03 The District may, as necessary, and as allowed by law, certify to the auditor of Le Sueur County a tax upon property within the District to pay administrative costs associated with the operation of the District. Such funds shall be maintained in the account established for operation of the Sewer System.]

729.04.04 The Board, its employees, and its agents shall be considered fiduciaries to the District in the collection, handling, deposit, investment, use and disbursement of the funds of the District.

729.04.05 The Board shall order an annual audit of the District's finances and provide an annual report to the residents of the District at a meeting held for such purpose.

729.04.06 Notice of Amendment. Prior to any amendment of this Ordinance or any amendment to the system of user charge established under this Ordinance, the District shall publish notice of the proposed amendment, at least one per week for two successive weeks, in a qualified newspaper in general circulation in the District.

729.5 Responsibility for Defects

All persons performing work in the construction or maintenance of the Sewer System shall be responsible for their own errors and omissions and those of their agents, subcontractors and employees. Upon notification by the District of any defects in the work or a violation of any applicable requirements of the work, all such persons shall be responsible to take immediate and appropriate corrective measures. If the person or persons performing the work do not remedy the problems within the time frame specified by the District, the District may do so and recover its expense from the responsible person.

729.6 Liability

The District, its directors, officers, agents and employees shall not be liable for injuries or damages of any kind or nature arising out of or related to any work of construction and maintenance except, and to the extent, the District is itself legally at fault for such injuries or damages. To the same extent, any contractor or other person causing the work to be performed shall defend, indemnify and hold harmless the District, its directors, officer, agents and employees of and from any such injuries or damages which may be imposed or sought to be imposed on any of them, including all costs, expenses, attorneys' fees and interest incurred in any legal action or proceeding. Nothing in this Agreement shall affect or otherwise constitute a waiver of the limits on the liability of the District or Le Sueur County provided by Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.

729.7 Severability and Conflicts

729.07.01 Severability. If the provisions of any section, paragraph, or sentence of this Ordinance shall for any reason be held to be unconstitutional or invalid by any court of competent jurisdiction, the provisions of the remaining sections, paragraphs, and sentences shall nevertheless continue in full force and effect.

Comment [AR]: I am not sure the purpose or source of this restriction

Comment [AR]: I think there should be certainty about whether administration costs are collected by tax of charge; this provision creates ambiguity.

729.07.02 Conflicts. If conflicts arise between this Ordinance and the Cleveland Code, the Cleveland Code shall take precedence.

Comment [AR]: duplicative

729.8 Enforcement

729.08.1 Unlawful Acts.

729.08.01.01 No person shall negligently, willfully, or maliciously break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is part of the Sewer System.

729.08.01.02 No person shall cause any buildings, sidewalks, trees or other encumbrances to be located in such a manner as to create a hardship for the District to make any repairs, alterations or installation of its facilities located on the landowner's propertythe Sewer System within the utility easement. Additional costs incurred by the District for making such repairs, alterations or installation because of such encumbrances and encroachments shall be borne by the landowner.

729.08.01.03 No person shall make or maintain a connection between eaves troughs, rainspouts, footing drains, or any other conductor used to carry natural precipitation or ground water to the Sewer System or any part thereof.

729.08.01.04 No person shall to construct, alter, or extend any sewer connected or proposed to be connected to the Sewer System without first having the plans and specifications there for approved by the District.

729.08.01.05 No person having charge of any premises shall maintain thereon any drain or sewer connected with the Facilities in a clogged, obstructed, broken or damaged condition, or not in conformance with the State Building Code.

729.08.01.06 No person shall discharge, or cause or permit to be discharged, any sewage or unhealthful matter into any lake, natural ravine, or public waters.

729.08.01.07 No person shall discharge wastewater, industrial wastes, or other wastes into the Sewer System in a form, manner, or concentration contrary to the provisions of this Ordinance, federal or state pretreatment requirements or any order of the District.

729.08.01.08 No person shall knowingly makes false statements, representations or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant to this Ordinance, or falsify, tamper with, or knowingly render inaccurate any monitoring device or method required under this Ordinance.

729.08.02 Suspension of Services. The District may suspend sewer services to a User when, in the opinion of the District, such suspension is necessary to stop an actual or threatened discharge that presents or may present an imminent or substantial endangerment to the health or welfare of humans, to the environment, or to the Sewer System, or would

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cause the District to violate any conditions of its NPDES or state disposal system permits, or any other law or regulation. Any User notified of a suspension of service shall immediately stop discharging to the Sewer System. In the event of a failure of the User to comply voluntarily with the suspension order, the District shall take necessary steps, including immediate severance of the User's connection to the Sewer System, to prevent or minimize damage to the Sewer System or endangerment to any individuals. In such a case, service will not be reinstated unless and until the District has received proof of the elimination of the noncompliant discharge. A detailed written statement submitted by the User describing the causes of the noncompliant discharge, and the measures taken to prevent any future occurrence shall be submitted to the District within 5 business days of the date of the occurrence.

729.08.03 Notification of Violation. Whenever the District finds that any person has violated or is violating this Ordinance, the District may serve upon such person a written notice stating the nature of the violation. Within 10 days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the District by said person. The District may impose a monthly surcharge for noncompliance with the violation notice.

729.08.04 Criminal Penalties. Any person who violates a provision of this Ordinance or fails to timely respond to notification of a violation shall be guilty of a misdemeanor and said person may be punished by a fine of up to \$1,000.00 and/or 90 days in jail.

729.08.05 Costs and Attorneys' Fees. In addition to the penalties provided herein, the District may recover attorney's fees, court costs, court reporter's fees, and other expenses of litigation by an appropriate action against the person found to have violated this Ordinance or any orders, rules, regulations, and permits issued hereunder.

729.08.06 Costs of Damage. Any person violating any of the provisions of this Ordinance shall be liable to the District for any expense, loss, or damage occasioned the District because of such violation. The District may commence an action for appropriate legal and/or equitable relief. The District may add to the person's User Fees the cost of any cleaning, repair, or replacement work caused by the violation. Refusal to pay the properly assessed costs, including fines and penalties, shall constitute a violation of this Ordinance.

729.09 This Ordinance shall be in full force and effect upon adoption pursuant to Minnesota law.

ATTEST:
Darrell Pettis
COUNTY ADMINISTRATOR

COUNTY OF LE SUEUR, STATE OF MINNESOTA
XXXXXXXXX, Chairperson
Le Sueur County Board of Commissioners

Date: _____

Date: _____