



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
October 17, 2017**

1. **9:00 a.m. Agenda and Consent Agenda**  
RE: October 3, 2017 Minutes and Summary Minutes  
RE: Liquor License - Hobber's
2. **9:05 a.m. Claims (5 min)**
3. **9:10 a.m. Human Services (35 min)**
4. **9:45 a.m. Ryan Engelstad, Baker Tilly Virchow Krause, LLP (30 min)**  
RE: 12/31/16 Audit Presentation
5. **10:15 a.m. Human Resources (5 min)**
6. **10:20 a.m. Pam Simonette, Auditor-Treasurer (10 min)**  
RE: Snowmobile Grant Agreement 2018  
RE: David Woestehoff Farm Lease for Ney Property
7. **10:30 a.m. H2Over Viewers (15 min)**  
RE: Introduction
8. **10:45 a.m. Vicki Walechka, Victim Witness (5 min)**  
RE: Grant Agreement
9. **10:50 a.m. Darrell Pettis, County Administrator**  
RE: MCIT Delegate and Alternate

RE: MCIT JPA  
RE: German Jefferson Petition  
RE: West Jefferson  
RE: Justice Center

10.      **11:00 a.m. PUBLIC HEARING Mike Schultz, SWCD, Kathy Brockway, Env. Services (45 minutes)**  
RE: Public Hearing-Buffer Ordinance
11.      **Commissioner Committee Reports**
12.      **Future Meetings List**



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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 1**

### **9:00 a.m. Agenda and Consent Agenda**

*RE: October 3, 2017 Minutes and Summary Minutes*

*RE: Liquor License - Hobber's*

Staff Contact:

## **Minutes of Le Sueur County Board of Commissioners Meeting October 3, 2017**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, October 3, 2017 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfling, Lance Wetzel, Dave Gliszinski and John King. Brent Christian and Darrell Pettis were also present. Joe Connolly was excused.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the agenda for the business of the day.

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

- Approved the September 26, 2017 County Board Minutes and Summary Minutes
- Approved liquor licenses for Le Sueur Country Club, Lakeside Supper Club, Boondocks of Cleveland, Lakefront Bar and Grill and Woods Grill and Bar.
- Approved September 2017 Transfers:

#1668 Transfer 3,670.00 from Agency to Revenue (September Landshark)

#1669 Transfer 24,740.12 from Human Services to Revenue (3<sup>rd</sup> Qtr Rent)

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

Financial:           \$ 24,931.75

Soc Services:       \$ 67,388.02

Kari Sowieja, Human Services appeared before the Board with one item for approval.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved and authorized the Board Chair to sign a SHIP Mini Grant.

Nik Kadel, Ditch Inspector appeared before the Board with an update on County ditches.

Two quotes were received for a repair project on County Ditch 45.

Zimmerman Tiling & Excavating       \$22,910

Selly Excavating                         \$24,840

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the quote from Zimmerman in the amount of \$22,910 for a repair on County Ditch 45.

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

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to grant regular status to Sheila Reem, full time Septic Inspector in Environmental, Planning and Zoning, effective October 4, 2017. Sheila has completed the six-month probationary period.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to hire Kelly Mittman as a part time Corrections Officer/Dispatcher in the Sheriff's Office, Grade 6, Step 1 at \$17.94 per hour, effective October 6, 2017.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to renew and sign the Le Sueur County Telecommute Agreement with Kari Peters, full time Agency Social Work, in Human Services, effective September 17, 2017 to September 17, 2018.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved to accept the resignation request from Megan Gaudette-Coryell, full time Assistant County Attorney in the County Attorney's office, effective October 16, 2017. Megan has been employed with Le Sueur County since January 2013.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to post and advertise for a full time Assistant County Attorney in the County Attorney's office, Grade 12, Step 1 at \$25.44 per hour.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the 2018 health insurance premiums and the employer contribution of \$909.50 per month to all benefits eligible employees for the single coverage group health insurance plan.

2017 monthly premium - \$3250 - \$722.00  
\$5000 - \$597.00

2018 monthly premium - \$3250 - \$727.00  
\$5000 - \$601.00

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the 2018 health insurance premiums and the employer contribution of \$1,400.00 per month to all benefits eligible employees for the family coverage group health insurance plan.

2017 monthly premium - \$3250/\$6500 - \$2092.50  
\$5000/\$10,000 - \$1729.50

2018 monthly premium - \$3250/\$6500 - \$2106.50  
\$5000/\$10,000 - \$1741.00

On motion by Wetzel, seconded by King and unanimously approved, the Board approved to accept the resignation request from Darrell Pettis as County Engineer, effective October 3, 2017.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to appoint Darrell Pettis, full time County Administrator/County Engineer, to full time County Administrator, in County Administration, effective October 3, 2017.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the County Administrator Employment Agreement between Le Sueur County and Darrell Pettis to serve as County Administrator, effective October 3, 2017.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to appoint David Tiegs, full time Assistant County Engineer in the Highway Department, to full time County Engineer in the Highway Department, effective October 3, 2017 through May 4, 2021. David has been employed with Le Sueur County since September 2007.

Jim Goltart, Veterans Services 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 the following Resolution:

### **RESOLUTION OF LE SUEUR COUNTY**

**BE IT RESOLVED** by the **LE SUEUR COUNTY BOARD OF COMMISSIONERS** that the County enter into the attached **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program**. The grant must be used to provide outreach to the county's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county Veterans service office, as specified in Minnesota Laws 2017, Chapter 4, Article 1, Section 38, Subdivision 2. This Grant should not be used to supplant or replace other funding.

**BE IT FURTHER RESOLVED** by the **LE SUEUR COUNTY BOARD OF COMMISSIONERS** that **JAMES GOLGART** the **DIRECTOR OF VETERANS SERVICES**, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

**WHEREUPON** the above resolution was adopted at a regular meeting of the County Board this 3<sup>rd</sup> day of October 2017.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved a Local County/Community Integration Program Memorandum of Understanding between Le Sueur County and Project Got Your Back.

Ann Traxler, Emergency Management appeared before the Board with one item for approval.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved an out of state travel request for Nancy Domonoske for training in New Mexico.

John Weber, a German Jefferson resident appeared before the Board and submitted a German Jefferson Subordinate District Withdrawal Ballot Question Petition. The petition will be reviewed by County staff.

Darrell Pettis, County Administrator appeared before the Board with several items for discussion and approval.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign a Juvenile Work Crew Contract.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to advertise for Justice Center Bid Package #1 to be opened on October 26<sup>th</sup> at 2:00 p.m. in the Environmental Services conference room located at 515 South Maple Ave., Le Center, MN

On motion by King, seconded by Gliszinski and unanimously approved, the Board convened a County Ditch 42 public hearing at 10:00 a.m.

There were no public comments.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved to close the public hearing.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the following Order Initiating Redetermination of Benefits and Appointing Viewers:

**WHEREAS**, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 42, investigated whether conditions exist to warrant the redetermination of benefits of LCD 42; and

**WHEREAS**, upon investigation, the Board has determined the following:

1. LCD 42 was established in 1914 and subsequently improved in 1949. Benefits for LCD 42 were determined concurrent with establishment in 1914 and improvement benefits were determined in 1949, prior to the initiation of modern, intensive farming and drainage practices within the County.
2. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
3. LCD 19 serves as the outlet for LCD 42, LCD 42 pays an outlet benefit to LCD 19 and a redetermination of benefits has been initiated for LCD 19. The resulting redetermination of benefits on LCD 19 will result in disjointed benefits rolls between LCD 19 and 42 and an inequitable distribution of outlet benefit to LCD 42 because of the disparity of time between with current benefits determination on LDC 42 and the current redetermination on LCD 19.

4. Since original establishment of LCD 42 and the most current determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of LCD 42. The impacts of these changes have affected LCD 19 as the outlet and a new outlet benefit determination is necessary to reflect these changes.
5. Since the most current determination of benefits and damages, additional lands not previously determined to be benefitted have improved drainage to take advantage of LCD 42 as an outlet for drainage.
6. Since the most recent determination of benefits and damages, land values have changed within the benefitted area of LCD 42.
7. The Drainage Authority noticed and held an informational hearing on the proposed redetermination of benefits for LCD 42 on October 3, 2017. The informational hearing was attended by landowners who confirmed the determinations of the Drainage Authority.

**THEREFORE**, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 42, finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values, and the benefitted areas have changed.

### **ORDER**

**IT IS HEREBY ORDERED** that a Redetermination of Benefits, pursuant to Minnesota Statutes 103E.351 is ordered to be completed.

**FURTHER**, that Bill Anderson, Allen Kerber and Ron Ringquist are appointed as viewers to redetermine and report the benefits and damages for LCD 42; and

**FURTHER**, that the Auditor-Treasurer is directed to call a meeting of the viewers at which the viewers shall execute their oaths.

**Commissioner Committee Reports:**

Commissioner Gliszinski attended a County Officials meeting.

Commissioner Wetzel attended an LCDS Board meeting.

Commissioner Rohlfing attended LCDS and MRCI meetings.

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

<b>Warrant #</b>	<b>Vendor Name</b>	<b>Amount</b>
46991	Blane Andresen	\$ 7,360.50



46995	Bolton & Menk Inc.	\$ 7,314.70
46996	Braun Intertec Corp.	\$ 6,460.00
46999	Contech Engineered Solutions LLC	\$ 4,229.74
47010	Genesis	\$ 2,732.30
47015	Green Tech Recycling	\$ 21,364.00
47024	Information Systems Co.	\$ 4,378.00
47034	Le Sueur Co Soil & Water Consv.Dist.	\$ 29,698.46
47056	Regents of the University of Minnesota	\$ 3,057.30
47066	S.M.C. Co. Inc.	\$ 73,375.31
47076	Traxler Construction Inc.	\$ 10,876.65
47084	Waseca Co Sheriff's Dept.	\$ 3,120.00
47086	Wenck Associates Inc.	\$ 6,719.26

95	Claims paid less than \$2,000.00:	\$ 39,034.62
13	Claims paid more than \$2,000.00:	\$180,686.22
108	Total all claims paid:	\$219,720.84

On motion by King, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, October 17, 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, October 3, 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](http://www.co.le-sueur.mn.us).
- Approved the agenda. (King-Wetzel)
- Approved the consent agenda. (Gliszinski-King) August 22, 2017 County Board Minutes and Summary Minutes, liquor licenses and September 2017 Transfers: #1668 Transfer 3,670.00 from Agency to Revenue (September Landshark) and #1669 Transfer 24,740.12 from Human Services to Revenue (3<sup>rd</sup> Qtr Rent)
- Approved Human Services claims: Financial \$ 24,931.75 and Soc Services \$ 67,388.02 (Gliszinski-King)
- Approved a SHIP Mini Grant. (King-Wetzel)
- Approved the quote from Zimmerman for a repair on County Ditch 45. (King-Wetzel)
- Approved regular status to Sheila Reem in Environmental, Planning and Zoning. (King-Gliszinski)
- Approved to hire Kelly Mittman in the Sheriff's Office. (Wetzel-Gliszinski)
- Approved a Le Sueur County Telecommute Agreement with Kari Peters in Human Services. (Gliszinski-King)
- Approved to accept the resignation request from Megan Gaudette-Coryell in the County Attorney's office. (King-Wetzel)
- Approved to post and advertise for a full time Assistant County Attorney. (King-Gliszinski)
- Approved the 2018 health insurance premiums and the employer contribution for the single coverage group health insurance plan. (Wetzel-Gliszinski)
- Approved the 2018 health insurance premiums and the employer contribution for the family coverage group health insurance plan. (King-Gliszinski)
- Approved to accept the resignation request from Darrell Pettis as County Engineer. (Wetzel-King)
- Approved to appoint Darrell Pettis to full time County Administrator. (Gliszinski-King)
- Approved the County Administrator Employment Agreement between Le Sueur County and Darrell Pettis. (Gliszinski-King)
- Approved to appoint David Tiegs to full time County Engineer. (Wetzel-Gliszinski)
- Approved a grant contract between Le Sueur County and MDVA. (King-Wetzel)
- Approved a Local County/Community Integration Program Memorandum of Understanding between Le Sueur County and Project Got Your Back. (Gliszinski-Wetzel)
- Approved an out of state travel request for Nancy Domonoske. (Wetzel-King)
- John Weber submitted a German Jefferson Subordinate District Withdrawal Ballot Question Petition.
- Approved a Juvenile Work Crew Contract. (Gliszinski-King)
- Approved to advertise for Justice Center Bid Package #1 to be opened on October 26<sup>th</sup> at 2:00 p.m. in the Environmental Services conference room located at 515 South Maple Ave., Le Center, MN. (Wetzel-Gliszinski)
- Convened a County Ditch 42 public hearing at 10:00 a.m. (King-Gliszinski)
- Approved to close the public hearing. (Gliszinski-Wetzel)
- Approved an Order Initiating Redetermination of Benefits and Appointing Viewers on County Ditch 42 (King-Gliszinski)
- The following claims were approved for payment (Wetzel-Gliszinski)

Warrant #	Vendor Name	Amount
46991	Blane Andresen	\$ 7,360.50
46995	Bolton & Menk Inc.	\$ 7,314.70
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47086	Wenck Associates Inc.	\$ 6,719.26
95	Claims paid less than \$2,000.00:	\$ 39,034.62
13	Claims paid more than \$2,000.00:	\$180,686.22
108	Total all claims paid:	\$219,720.84

•Adjourned until Tuesday, October 17, 2017 at 9:00 a.m. (King-Wetzel)

ATTEST: Le Sueur County Administrator                      Le Sueur County Chairman



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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 2**

**9:05 a.m. Claims (5 min)**

**Staff Contact:**



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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 3**

**9:10 a.m. Human Services (35 min)**

**Staff Contact:**

**Human Services Board Agenda  
October 17, 2017 @ 9:10 a.m.**

## **100- INFORMATION/PRESENTATIONS:**

- 101 - General Updates and Highlights
  - 101.1 - Region 9 MSSA Award Recipients
    - Congratulations! Audrey Krenik, Agency Social Worker
    - Congratulations! Mark Traxler, Psychologist I
  - 101.2 - Changes to the Child Care Program
    - Deb Serich, Financial Assistance Supervisor
    - Tricia Krueger, Case Aide
  - 101.3 - Disability HUB MN <https://disabilityhubmn.org/>
    - "We can help you plan your best life, your way"
    - Formerly the Disability Linkage Line
  - 101.4 - SNAP Expedited and 30-Day Processing Certificate  
(April - June, 2017) Congratulations! Financial Assistance Unit

## **200- CHARTS/GRAPHS:**

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
  - 231- Social Services Team
  - 232- Child Services Team
    - 232.1- Out Of Home Placement Report
    - 232.2- In-Home Family Therapy Report;
  - 233- Behavioral Health Team

## **300- BOARD APPROVAL ITEMS:**

- 310 - Commissioner's Warrants

## Congratulations to Region 9 Award Recipients!

### Outstanding Staff Achievement Award



Audrey Krenik often goes above and beyond in serving persons with serious and persistent mental illness through Le Sueur County Drug Court. She is creative in thinking about ways to serve people in rural areas who are living in poverty and without public transportation or access to resources. Ms. Krenik organizes "unit retreats" to facilitate team work and arranges for educational sessions for her team. She leads the way on setting up "SSIS Clean Up Days" to stay on top of paperwork tasks and assist her peers. Ms. Krenik also volunteered to pilot a new intake procedure and has developed an excellent process along with a high level of customer service. She has excellent working relationships with the multi-disciplinary team of Drug Court and various community providers. Audrey Krenik was nominated by Susan Rynda.



### Outstanding Staff Achievement Award

Mark Traxler is a Licensed Psychologist with Le Sueur County Human Services. He works with all parts of the county system to serve clients. He comes up with various groups to provide at our Clubhouse, and he will drop everything to assess an inmate at the jail to ensure their needs are assessed and addressed. He consults with community and family members to educate about mental health issues and resources. He participates in committees and teams improving their delivery of services to those served. Mr. Traxler's dedication to serving the "hardest to serve" for 23 years has been invaluable to Le Sueur County. His co-workers value his clinical judgment. Mark Traxler was nominated by Susan Rynda.

Minnesota Department of **Human Services**

# Congratulations to

*Le Sueur County Department of Human Services*

For achieving a 96% or higher timeliness rate in both

**SNAP Expedited & 30-Day Processing**

April 1, 2017 – June 30, 2017

Presented September 2017



A handwritten signature in dark ink, appearing to read 'Laura Ellis'.

*Laura Ellis, Quality Assurance & Accountability Specialist  
Economic Assistance and Employment Supports Division*

A handwritten signature in dark ink, appearing to read 'Kathy Bruen'.

*Kathy Bruen, SNAP Manager  
Economic Assistance and Employment Supports Division*





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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 4**

**9:45 a.m. Ryan Engelstad, Baker Tilly Virchow Krause, LLP (30 min)**

***RE: 12/31/16 Audit Presentation***

**Staff Contact:**

# Le Sueur County

## Review of 2016 Audits

October 17, 2017

This report is intended solely for the use of the County Board and Management.

# Agenda



Candor. Insight. Results.

- > Status of Engagements
- > Required Audit Communications
- > Other Management Letter Points
- > Review of Financial Statements Audit
- > Review of Federal Awards Compliance Audit
- > Questions

## > Audit of Financial Statements

- Draft reports finalized – issued
- Publication of necessary info and submission of electronic report State Auditor's office completed by Auditor/Treasurer's office

## > Audit of Federal Award Programs

- Draft reports finalized – issued
- Electronic filing of Data Collection Form and Reporting Package to the Federal Audit Clearinghouse – completed

## > Audit of Compliance with State Statutes

- Included with the compliance report noted above – no findings to report

# Required Audit Communications



Candor. Insight. Results.

- > Auditors' responsibility
  - Findings similar to prior year, which are common for local governments of your size
- > Documents containing audited financial statements
- > No changes to planned scope and timing
- > Accounting policies
  - GASB 72 and 77 implemented
- > Accounting estimates
  - Net pension liability and deferrals
  - Allowance for uncollectible receivables
  - Depreciation expense
- > Financial statement disclosures are neutral, clear and consistent
- > No difficulties in performing the audit
- > Audit adjustments
  - Some were material and a complete list is attached
- > No disagreements with management
- > No consultations with other accountants
- > Management representations
- > Independence
- > Other findings or issues in normal course of audit
- > Other matters
- > Restriction on use

## Other Management Letter Points



Candor. Insight. Results.

- > Two-way communication regarding your audit
  - Planning mechanism for next year's engagement
- > Other recommendations and informational points
  - Decentralized cash collections
  - GASB updates (Statements 74, 75 and 80, and other projects)
  - Procurement rules for expenditures under federal grants

- > Independent Auditors' Report
  - Unmodified opinion
- > Management's Discussion and Analysis
- > Basic financial statements
  - Full accrual Statement of Net Position and Statement of Activities (similar to how a business would report)
  - Modified accrual fund statements (similar to budget basis)
  - Footnotes (standard disclosures)
- > Required supplementary information
  - Budget to actual schedules for General Fund and major special revenue funds
  - PERA contributions and share of net pension liability schedules
- > Supplementary information
  - Combining statements and schedules
  - Budget to actual schedules for remaining governmental funds
  - Schedule of Intergovernmental Revenues
- > See handout for highlights

## Federal Awards/Grant Programs Audit

- > Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and *Minnesota Legal Compliance*
  - Identifies material weakness findings similar to prior years (as mentioned previously)
- > Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance: and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance
  - One finding identified
- > Schedule of Findings and Questioned Costs
  - Summarizes results
  - Identifies the major grant programs tested (Child Support and Medical Assistance)
- > Schedule of Expenditures of Federal Awards
  - Lists all federal grants and amounts expended for each
  - Total expenditures were \$2,781,834 (programs noted above represented 50% of total)



# Questions?

Ryan Engelstad, CPA, Partner

[Ryan.Engelstad@bakertilly.com](mailto:Ryan.Engelstad@bakertilly.com)

612 876 4613

225 South 6th Street, Suite 2300

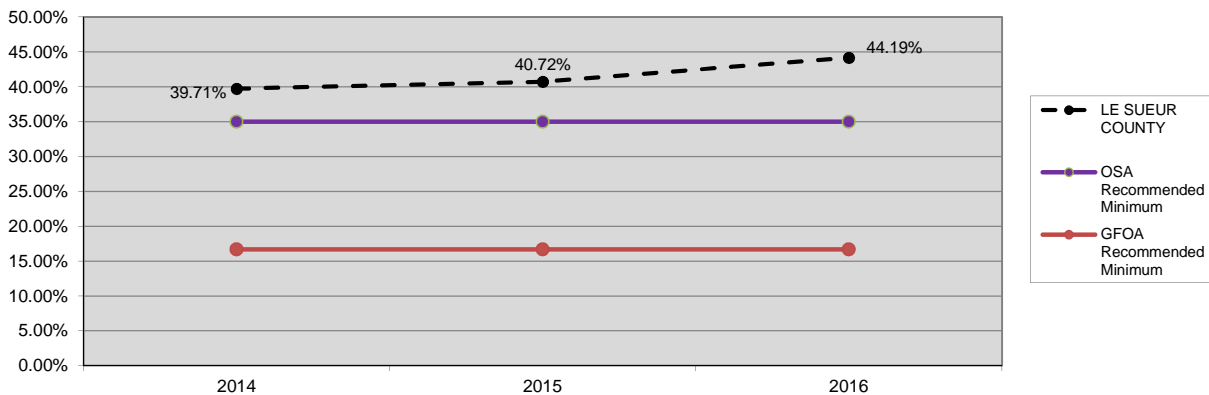
Minneapolis, MN 55402

# LE SUEUR COUNTY

## 2016 FINANCIAL STATEMENT HIGHLIGHTS

GENERAL FUND	2016
<b>Details of Fund Balance</b>	
<u>Nonspendable</u> <i>includes fund balance amounts that cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained intact.</i>	\$ 199,833
<u>Restricted</u> <i>consists of fund balances with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations or other governments or 2) law through constitutional provisions or enabling legislation.</i>	905,712
<u>Assigned</u> <i>includes spendable fund balance amounts that are intended to be used for specific purposes that are not considered restricted or committed.</i>	57,000
<u>Unassigned</u> <i>includes residual positive fund balance within the general fund which has not been classified within the other above mentioned categories.</i>	5,763,579
<b>Total Fund Balance (page 3)</b>	<u>\$ 6,926,124</u>
<b>General Fund Expenditures (page 5)</b>	<u>\$ 13,171,014</u>
Assigned and Unassigned Fund Balance	<u>\$ 5,820,579</u>
Assigned and Unassigned General Fund - Fund Balance as % of above Expenditures	<u>44.19%</u>

**Available or Assigned/Unassigned Fund Balance as a Percentage of Expenditures**



General Fund Summarized Income Statement (page 46)	2016 Budget	2016 Actual	2015 Actual
Revenues and other financing sources	\$ 13,458,632	\$ 13,802,256	\$ 13,283,423
Expenditures and other financing uses	(13,537,972)	(13,187,680)	(12,753,685)
<b>NET CHANGE IN FUND BALANCE</b>	<u>\$ (79,340)</u>	<u>\$ 614,576</u>	<u>\$ 529,738</u>

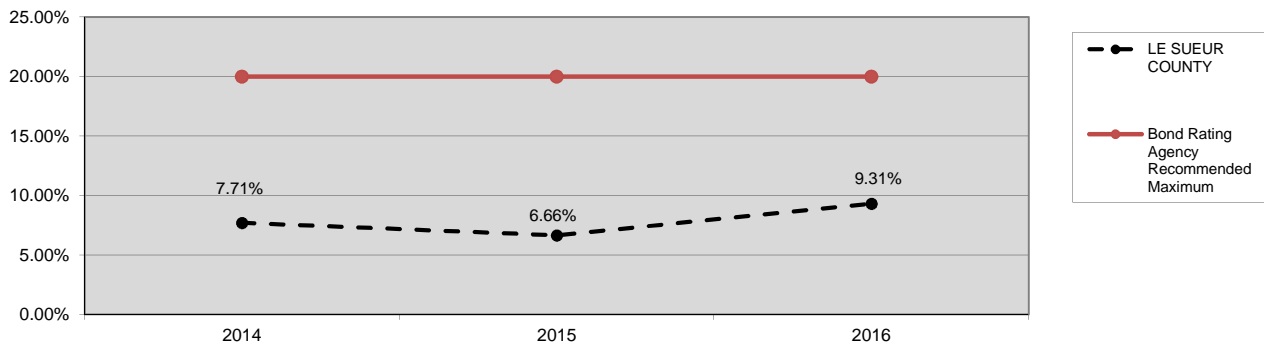
  

CASH AND INVESTMENTS	2016	2015	2014
Cash and Investments			
Unrestricted	\$ 23,467,822	\$ 20,701,755	\$ 17,494,605
Fiduciary Funds	1,748,585	1,456,359	1,433,822
<b>Total Cash and Investments (page 22)</b>	<u>\$ 25,216,407</u>	<u>\$ 22,158,114</u>	<u>\$ 18,928,427</u>

**LE SUEUR COUNTY**  
**2016 FINANCIAL STATEMENT HIGHLIGHTS (cont.)**

<b>MAJOR SPECIAL REVENUE FUND - ROAD &amp; BRIDGE</b>			
	<b>2016</b>	<b>2015</b>	<b>2014</b>
Total Fund Balances (Deficit) (page 3)	\$ 3,768,263	\$ 3,050,445	\$ (1,957,741)
<b>MAJOR SPECIAL REVENUE FUND - HUMAN SERVICES</b>			
	<b>2016</b>	<b>2015</b>	<b>2014</b>
Total Fund Balances (page 3)	\$ 5,815,509	\$ 6,074,170	\$ 6,057,164
<b>MAJOR SPECIAL REVENUE FUND - ENVIRONMENTAL HEALTH</b>			
	<b>2016</b>	<b>2015</b>	<b>2014</b>
Total Fund Balances (page 3)	\$ 3,537,113	\$ 2,278,354	\$ 1,917,340
<b>MAJOR SPECIAL REVENUE FUND - COUNTY DITCH</b>			
	<b>2016</b>	<b>2015</b>	<b>2014</b>
Total Fund Balances (Deficit) (page 3)	\$ (549,500)	\$ (546,202)	\$ (119,937)
<b>GENERAL LONG-TERM DEBT</b>			
	<b>2016</b>	<b>2015</b>	<b>2014</b>
Outstanding General Obligation (G.O.) Debt, less amount available in debt service fund	\$ 18,179,444	\$ 18,625,453	\$ 10,614,012
Total G.O. Debt Capacity (page 28)	112,477,845	109,979,391	107,335,590
Percent of Debt Limit	16.16%	16.94%	9.89%
<b>Percentage of Debt Service to Non-Capital Expenditures - Governmental Funds</b>			
	<b>2016</b>	<b>2015</b>	<b>2014</b>
	9.31%	6.66%	7.71%

**Debt Service to Non-Capital Expenditures**





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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 5**

**10:15 a.m. Human Resources (5 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

#### DETAILED AGENDA ITEMS

**October 17, 2017**

Recommendation to grant regular status to Nicole Farr, full time Administrative Assistant III in Public Health, effective October 4, 2017. Nicole has completed the six-month probationary period.

Recommendation to grant regular status to Alex Malmstedt, full time Corrections Officer/Dispatcher in the Sheriff's Office, effective October 4, 2017. Alex has completed the six-month probationary period.

Recommendation to grant regular status to Jeff Neisen, full time Information Technology Director in Information Technology Department, effective October 4, 2017. Jeff has completed the one-year probationary period.

*Equal Opportunity Employer*



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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 6**

**10:20 a.m. Pam Simonette, Auditor-Treasurer (10 min)**

*RE: Snowmobile Grant Agreement 2018*

*RE: David Woestehoff Farm Lease for Ney Property*

Staff Contact:

**STATE OF MINNESOTA  
GRANT CONTRACT AGREEMENT**

**SNOWMOBILE GRANT-IN-AID PROGRAM  
FY 2018 MAINTENANCE AND GROOMING GRANTS**

Contract #/PO:	132685	3-12-3157
Local Unit of Government Sponsor:	Le Sueur County	
Trail/Club Name:	Le Sueur County Trails/Le Sueur County Snowmobile Trails Association, Inc.	
Grant Amount:	\$41,813.70	

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Le Sueur County, 88 South Park Ave, Le Center MN 56057 ("SPONSOR").

**Recitals**

1. The Snowmobile Grant-in-Aid Program is established in Minn. Stat. 84.83 to provide grants to local units of government for the maintenance of snowmobile trails and the State is empowered to enter into this grant.
2. The State is in need of the services of the Sponsor to provide the maintenance and grooming of the following trail(s) specified in this grant contract agreement: Le Sueur County Trails/Le Sueur County Snowmobile Trails Association, Inc..
3. The Sponsor has applied to the State for a grant for the above identified trails and has submitted the Snowmobile Grant-in-Aid Program Maintenance and Grooming application form, required attachments, and resolution or official minutes of the Sponsor authorizing the proposed maintenance and grooming. The submitted application form and required attachments are hereinafter referred to as the "Plan."
4. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.
5. The Sponsor represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Sponsor agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to Minn.Stat. §43A.38 in administration of this grant.

**Grant Contract**

**1 Term of Grant Contract**

**1.1 Effective date:**

July 1, 2017. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Sponsor until this grant contract is fully executed under Minn. Stat. §16B.98, Subd. 5, however, eligible expenses may be incurred the date the appropriation becomes available.

**1.2 Expiration date:**

June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.3 Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.



## 2 Sponsor's Duties

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

- (a) Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- (b) Maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual, hereinafter referred to as the "Manual" as accepted or amended by the State and available on the Snowmobile GIA Program webpage at [http://www.dnr.state.mn.us/grants/recreation/gia\\_snowmobile.html](http://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html). All work will be the responsibility of the Sponsor, its employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota.
- (c) Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
- (d) Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required and in accordance with the trail grooming guidelines established in the manual. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

## 3 Time

The Sponsor must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

## 4 Consideration and Payment

### 4.1 Consideration.

The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified below. This grant shall not exceed the Grant Amount as specified below. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

### 4.2 Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed \$41,813.70.

### 4.3 Payment

#### 1. Trail Completion Benchmark, 45% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15<sup>th</sup> of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

**Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount**

A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15<sup>th</sup>. The certification must be received by February 15<sup>th</sup> of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

**3. Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount**

The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16<sup>th</sup> through the end of the season. The certification must be received by April 15<sup>th</sup> of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

**4. Trail Closure/Application Submission Benchmark, 5% of Total Grant Amount**

The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15<sup>th</sup>. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the “anticipated” alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

**4.4 Contracting and Bidding Requirements**

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee’s financial records, including support documentation justifying a single/sole source bid, if applicable.

- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

## 5 Conditions of Payment

All services provided by the Sponsor under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Sponsor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

### 5.1 Penalties

In addition to the penalties identified below, if its determined performance was not met the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Snowmobile Grant-in-Aid Program.

1. If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 45% of the Total Annual Grant Amount.
2. If it is determined that the **Grooming Certification benchmark for the period of opening day through January 15** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
3. If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
4. If it is determined that the **Trail Closure/Application Submission Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 5% of the total annual Grant Amount.

## 6 Authorized Representative

The State's Authorized Representative is Dennis Reindl, Park Manager, 50499 Sakatah Lake S P Road, Waterville MN 56096, 507-362-4438, dennis.reindl@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Sponsor's Authorized Representative is Pam Simonette, Auditor-Treasurer, 88 South Park Ave, Le Center MN 56057, 507-357-8142, ckopet@co.le-sueur.mn.us. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Contract Complete

### 7.1 Assignment

The Sponsor shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### **Amendments**

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

#### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

#### **7.4 Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Sponsor. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

### **8 Liability**

The Sponsor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Sponsor or the Sponsor's agents or employees. This clause will not be construed to bar any legal remedies the Sponsor may have for the State's failure to fulfill its obligations under this grant contract.

### **9 State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Sponsor's or the sponsor's agent's books, records, documents, and accounting procedures and practices of the Sponsor, the sponsor's agent, or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

### **10 Government Data Practices and Intellectual Property Rights**

The Sponsor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Sponsor under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law

### **11 Workers Compensation**

The Sponsor certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Sponsor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

### **12 Publicity and Endorsement**

#### **12.1 Publicity**

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant

appropriation must publicly credit the State of Minnesota, including on the Sponsor's website when practicable.

#### **12.2 Endorsement**

The Sponsor must not claim that the State endorses its products or services.

### **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

### **14 Termination and Funding**

#### **14.1 Termination by the State**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Sponsor. Upon termination, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

#### **14.2 Termination for Cause**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

#### **14.3 Termination or Reduction for Insufficient Funding**

The state can reduce or terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Sponsor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Sponsor notice of the lack of funding within a reasonable time of the State's receiving that notice.

#### **14.4 Termination by Contract**

This grant contract may also be terminated upon mutual agreement by the State and the Sponsor.

#### **14.5 Funding**

The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, including but not limited to the Minnesota Legislature not appropriating sufficient funding for the program or there not being enough funding in the snowmobile account, the grant amount may be reduced or this contract may be terminated by the State. Due to variability in revenues to the snowmobile account, in FY2018 the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

### **15 Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Sponsor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Sponsor to file state tax returns and pay delinquent state tax liabilities, if any.

## **16 Invasive Species Prevention**

### ***16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work.***

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control

***16.2 Cleaning and disposal of material cleaned.*** If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the State's Authorized Representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

## **17 Accessibility**

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

## **18 Technical Assistance**

Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

## **19 Conflict of Interest**

Conflicts of interest include any relationship or matter which might place the Grantee in a position of conflict, real or apparent, between their responsibilities under the contract and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Grantee in the matter.

By signing this contract, the Grantee certifies that they have establish safeguards to prohibit its employees from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest, they have reported and/or do not have any current conflicts of interest at this time and are responsible for notifying the Grantor in writing of any actual or potential conflicts of interest that arise during the life of this award.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. ' ' 16A.15 and 16C.05*

Signed: Maria J. Suggsberg

Date: 9-28-17

SWIFT Contract/PO No(s). 132685 3-123157

**2. SPONSOR (Le Sueur County)**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_

(with delegated authority)

Title: Parks and Trails Division Director or Deputy Director

Date: \_\_\_\_\_

**Distribution:**

Agency

Sponsor

State's Authorized Representative

FY 18 Snowmobile Grant-in-Aid Program Maintenance and Grooming Grant Contract Agreement



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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 7**

**10:30 a.m. H2Over Viewers (15 min)**

***RE: Introduction***

**Staff Contact:**





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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 8**

**10:45 a.m. Vicki Walechka, Victim Witness (5 min)**

***RE: Grant Agreement***

**Staff Contact:**



<b>Minnesota Department of Public Safety ("State")</b> Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	<b>Grant Program:</b> Crime Victim Services 2018  <b>Grant Agreement No.:</b> A-CVS-2018-LESUEAO-00045
<b>Grantee:</b> Le Sueur County Attorney's Office 88 South Park Avenue PO Box 156 Le Center, Minnesota 56057	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 10/1/2017 <b>Expiration Date:</b> 9/30/2019
<b>Grantee's Authorized Representative:</b> Vicki Walechka, Coordinator Le Sueur County Attorney's Office Victim/Witness Program 88 South Park Avenue Le Center, Minnesota 56057 (507) 357-8512	<b>Grant Agreement Amount:</b> Original Agreement \$150,400.00 Matching Requirement \$28,990.00
<b>State's Authorized Representative:</b> Casey Cashman, Grants Manager Crime Victim Services 445 Minnesota Street Suite 2300, Bremer Tower St. Paul, Minnesota 55101 (651) 201-7352	Federal Funding: CFDA 16.575 \$115,958 State Funding: Minnesota Laws of 2017, Chapter 95, Article 1, Section 11, Subdivision 7 Special Conditions: Attached and incorporated into this grant agreement. See page 3.

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

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a State employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Crime Victim Services 2018 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Crime Victim Services 2018 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<http://app.dps.mn.gov/Egrants>), which are incorporated by reference into this grant agreement.

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

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

DPS Grant Agreement non-state (04/14)



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

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

### 1. ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Agreement No. A-CVS-2018-LESUEAO-00045/3-50727

### 3. STATE AGENCY

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### 2. GRANTEE

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative



Special Conditions

1. Time limitations on funding use:

\$17,221.00 is available from October 1, 2017 through June 30, 2019.

\$115,958.00 is available from October 1, 2017 through September 30, 2019. It is only available to the Grantee to spend upon receipt of funds from the US Department of Justice and notification from the State.

\$17,221.00 is available from July 1, 2018 through September 30, 2019.

2. Special Duties:

\$150,400 for general crime services in Le Sueur County.

Budget Summary

Budget		VOCA	State	Match
<b>Budget Category</b>				
Personnel				
PT Admin Assistant		\$8,000.00	\$2,000.00	\$0.00
Victim/Witness Coordinator		\$103,308.00	\$25,844.00	\$1,683.00
<b>Total</b>		\$111,308.00	\$27,844.00	\$1,683.00
Payroll Taxes & Fringe				
Payroll Taxes & Fringe		\$0.00	\$5,598.00	\$27,307.00
<b>Total</b>		\$0.00	\$5,598.00	\$27,307.00
Travel & Training				
Travel & Training		\$2,000.00	\$0.00	\$0.00
<b>Total</b>		\$2,000.00	\$0.00	\$0.00
Office & Program Expenses				
Office & Program Expenses		\$650.00	\$0.00	\$0.00
<b>Total</b>		\$650.00	\$0.00	\$0.00
Direct Client Assistance				
Direct Client Assistance		\$2,000.00	\$1,000.00	\$0.00
<b>Total</b>		\$2,000.00	\$1,000.00	\$0.00
<b>Total</b>		\$115,958.00	\$34,442.00	\$28,990.00

10/03/2017



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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 9**

**10:50 a.m. Darrell Pettis, County Administrator**

*RE: MCIT Delegate and Alternate*

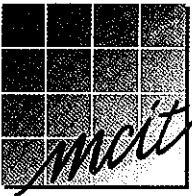
*RE: MCIT JPA*

*RE: German Jefferson Petition*

*RE: West Jefferson*

*RE: Justice Center*

Staff Contact:



# Minnesota Counties Intergovernmental Trust

100 Empire Drive, Suite 100  
St. Paul, MN 55103-1885  
www.mcitf.org

Phone: 651-209-6400  
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## BOARD OF DIRECTORS

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Watonwan County  
Commissioner

**Felix Schmiesing**  
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Auditor-Treasurer

**Charles Enter**  
Brown County  
Administrator

**Kevin Corbid**  
Washington County  
Auditor-Treasurer

**October 4, 2017**

### **RE: VOTING DELEGATES AND ALTERNATES**

Dear: Darrell Pettis,

The 2017 Annual Meeting of the Minnesota Counties Intergovernmental Trust will be held on:

Monday, December 4, 2017 at 4:00 p.m.  
(Registration to begin at 3:30)  
State/Sunwood Room  
Kelly Inn, St. Cloud

Annually, each county member of MCIT designates a representative to vote on issues that may come before the membership during the year. As part of this year's annual meeting, an election will be held for one seat on the MCIT Board of Directors. The county's delegate will also vote on proposed amendments to the MCIT Joint Powers Agreement (the proposed amendments will be provided under separate cover to county members to review before the annual meeting). Only the county's designated delegate or alternate delegate is allowed to make a motion, second a motion or vote on a motion during any meeting of the membership.

Our records indicate that your voting delegate and alternate are as follows:

Delegate: Steve Rohlfig

Alternate: John King

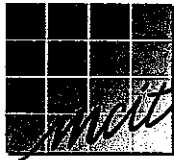
**IF THIS IS CORRECT, YOU NEED NOT RESPOND TO THIS LETTER.** If this is incorrect or if you wish to change your voting delegate and/or alternate, please note the changes on the enclosed designation form. The form should be signed and returned to MCIT by **November 10, 2017**. The form can be mailed, emailed or faxed. Thank you for your attention to this matter.

Sincerely,

Robyn M. Sykes  
Executive Director

cc: County Administrator, Coordinator, Auditors or Auditor-Treasurer (cover letter only)

"Providing Minnesota counties and associated members cost-effective coverage  
with comprehensive and quality risk management services."



# Minnesota Counties Intergovernmental Trust

100 Emplre Drive, Suite 100  
St. Paul, MN 55103-1885  
www.mcit.org

Phone: 651-209-6400  
Toll Free: 866-547-6516  
Fax: 651-209-6496

October 10, 2017

TO: MCIT Primary Contacts, County Administrator/Coordinator, County Auditor/Auditor-Treasurer, Commissioners  
FROM: Minnesota Counties Intergovernmental Trust

**RE: NOTICE OF VOTE TO AMEND MCIT JOINT POWERS AGREEMENT**

This is notice that during the 2017 Minnesota Counties Intergovernmental Trust's Annual Meeting members will be asked to vote on proposed amendments to the MCIT Joint Powers Agreement (JPA).

**Meeting Date: Monday, December 4, 2017**

**Meeting Time: 4:00 p.m.**

**Location: Kelly Inn, St. Cloud, MN. – State/Sunwood Room**

**Attached find the Joint Powers Agreement with the proposed changes. An annotated version can be found on the MCIT website at [www.mcit.org](http://www.mcit.org) – Important Announcements.**

This vote culminates a year of review and discussion by the MCIT Board of Directors. These changes are being proposed to ensure the document reflects operations of the MCIT relative to the provisions of Minn. Statute 471.59 and follows MCIT's standard risk management advice. The proposed changes will:

- more clearly define the responsibilities of the MCIT Board of Directors,
- add provisions regarding meetings of the board
- clarify the process to terminate the JPA
- add language on how the JPA can be amended
- include indemnification and hold harmless language

Pursuant to the MCIT Bylaws, amendments to the JPA must be voted on by County members at the annual meeting. Motions shall carry by a simple majority of County members present.

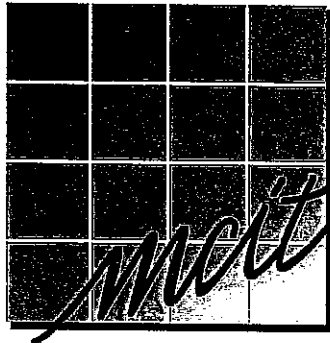
An affirmative vote of the majority of the county members attending the annual meeting will constitute a change in the JPA and will not require execution by individual members.

Only the county's designated voting delegate or alternate can make or second a motion or vote at the annual meeting. Notice to designate the county's voting delegate and alternate was mailed on October 4, 2017.





# JOINT POWERS AGREEMENT



## MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST

**PROPOSED**

## **MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST JOINT POWERS AGREEMENT**

THIS AGREEMENT is made by and between the political subdivisions or governmental units organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Members", and individually as "Member" which are parties signatory to this Agreement.—Members are sometimes referred to herein as "Parties."

WHEREAS, Minn. Stat., § 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting Parties and provides that regardless of the number of participating governmental units, the joint powers entity may be treated as one governmental unit for purposes of liability.

WHEREAS, Minn. Stat., § 471.59 provides that the governing body of any governmental unit may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function it is authorized to provide for itself.

WHEREAS, Minn. Stat., § 471.981 provides that two or more political subdivisions may by agreement establish a self-insurance pool; and

WHEREAS, political subdivisions may self-insure, purchase insurance through an authorized carrier, or any combination thereof; and

WHEREAS, the creation and operation of a joint self-insurance pool by Counties for political subdivisions or governmental units is economically feasible and practical; and

WHEREAS, the administration of the joint self-insurance pool shall rest solely with the County Members.

NOW THEREFORE in consideration of the mutual promises and agreements contained herein and subject to the provisions of Minn. Stat., §§ 471.59 and 471.981 and all other applicable statutes and regulations, the Parties hereto agree as follows:

### **Article I Purpose of Agreement**

The Members desire to establish a mechanism whereby the Members may jointly exercise powers common to each participating Member to:

- A. Develop and administer a risk management service program;
- B. Prevent or lessen the frequency and severity of losses occurring in the operation of Member functions;

- C. Defend and protect, in accordance with this Agreement, bylaws and coverage documents, any Member against stated liability or loss;
- D. Provide other similar or related services and programs as determined by the Board.

The powers and duties created herein and the activities and services jointly provided to each Member shall not constitute the procurement of insurance or operation of an insurance business, unless specifically stated by resolution of the Board. This Agreement is also intended to establish procedures to modify membership and establish a mechanism whereby programs and services may be developed for the benefit of the Members.

## **Article II**

### **Name**

The name of this joint powers entity shall be the MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST, hereinafter sometimes referred to as "MCIT".

## **Article III**

### **Membership**

Membership in MCIT shall be open to any governmental unit or other political subdivision as set forth in Minn. Stat., § 471.59 subd. 1, and Minn. Stat., § 471.981, or other entity that is determined by the Board to qualify for membership who is also included in the definition of "Municipality" as defined in Minn. Stat., § 466.01, subd. 1. The Board may impose such conditions on membership as it deems appropriate to protect the interest of MCIT and to provide for the benefit of its Members; and such conditions as are required by the Agreement, the Bylaws or by applicable statutes or regulations. The Board, at its discretion, may create, modify or abolish classes, levels, types or other groups of membership within MCIT with differing Member rights, privileges or obligations.

## **Article IV**

### **Board of Directors**

There is hereby created a Board of Directors of MCIT, herein referred to as the "Board", which shall be empowered to oversee and administer MCIT. The Board shall be empowered to manage all the affairs of MCIT and to do all things necessary or convenient for the furtherance of the purposes of MCIT, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements; renting, leasing, purchasing and otherwise procuring or receiving property real or personal; employing personnel either as employees or by contract; and employing consultants such as attorneys, auditors, accountants, risk managers, actuaries and others. The Board shall provide for the strict accountability of funds.

## **Article V Divisions**

The Board shall be empowered to create, modify or abolish divisions within MCIT as needed for the operation of MCIT programs. The Board shall preside over and supervise the management, business and affairs of each division.

## **Article VI Bylaws & Operating Policies and Procedures**

The Board shall adopt Bylaws which provide for the operation and administration of MCIT. The Board may adopt operating policies and procedures to direct and document the specific activities of MCIT.

## **Article VII Meetings of the Board**

The Board shall set the time and place for holding regular meetings of the Board.

Special meetings of the Board may be called by or at the request of the Chair, or in his absence, the Vice Chair, or any two (2) members of the Board.

There shall be an annual membership meeting of MCIT at a place and time determined by the Board. Members shall be given adequate and timely notice of the annual meeting.

The Board at its discretion may call additional membership meetings. Members shall be given adequate and timely notice of the meeting.

Adequate and timely notice for membership meetings means sending the meeting notice at least 30 calendar days prior to the date of the meeting.

All meetings of the Board shall comply with Minn. Stat. Ch. 13D – The Open Meeting Law.

## **Article VIII Term of Agreement/Termination of MCIT**

This Agreement shall remain in effect until the purpose of the Agreement is completed as determined by the MCIT Board of Directors and is:

- A. Terminated by a 2/3 majority vote of those delegates of County Members present at a duly noticed membership meeting; or
- B. Suspended or superseded by an amended Agreement between the Members; or

C. Terminated by operation of law.

### **Article IX**

#### **Changes in Membership Status/Departing Members**

No Members may withdraw from this Agreement, or any division of MCIT created pursuant to Article V, for a period of three (3) years after its initial entry into MCIT or division whichever is later. A Member may, after the initial three years, withdraw from this Agreement, or any division of MCIT created pursuant to Article V, upon written notice to the Board according to the Bylaws applicable to the affected division or divisions.

Members that withdraw, that are disqualified for membership, or whose division, class, level, type or group is abolished will be considered as departing MCIT and shall not be considered as having terminated the purpose of MCIT or affected the continuance of MCIT. A departing Member shall remain jointly and severally liable for all debts, obligations and liabilities which were incurred on its behalf or by MCIT during the term of its membership. The liability of a departing Member shall be determined in accordance with the Bylaws and other applicable requirements. A departing Member shall have no right or claim to the reserves or other holdings of MCIT. A departing Member may be entitled to a share of the assets of MCIT only if deemed appropriate by the Board.

### **Article X**

#### **Assessments/Distribution of Assets**

The amount of any liabilities in excess of assets, in any division of MCIT, shall be assessed to the appropriate Members of MCIT in a form, manner and amount as determined by the Board.

The Board may, at its discretion, determine that an assessment is necessary to insure the financial integrity of MCIT, to operate and maintain MCIT or to carry out other purposes of MCIT pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board.

In the event that the assets, in any division of MCIT, are determined to be more than sufficient to meet liabilities and maintain prudent reserves, such assets may be returned to Members; credited toward future annual payments or otherwise utilized as determined by the Board.

Upon termination of MCIT the Board shall adopt a plan to fund all continuing liabilities and obligations and to assess Members for such liability and obligations or return assets by a formula based on the proportion of losses, services provided and monies received.

### **Article XI**

#### **Indemnification and Hold Harmless**

MCIT shall be considered a separate and distinct governmental unit to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. MCIT 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 Minn. Stat. Ch. 466.

MCIT 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 MCIT. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minn. Stat., § 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 Minn. Stat., § 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 XII Amendment**

The Board shall have the power to propose amendments to the Joint Powers Agreement subject to a vote by the County Members. They shall be provided adequate and timely notice of the proposed amendments.

Amendments to the Joint Powers Agreement shall be voted on by the County Members present at a duly noticed membership meeting. An affirmative vote of the majority of the County Members present at the membership meeting shall constitute a change in the Joint Powers Agreement and will not require execution by individual Members.

## **Article XIII Other Agreements**

This Agreement replaces earlier joint powers agreements concerning the establishment and operation of MCIT. To the extent that previous agreements are inconsistent with the provisions of this Agreement such earlier agreements are void. Entering into this Agreement does not alter a Member's initial entry date into MCIT or a division of MCIT for the purposes of calculating the minimum time necessary for withdrawal from MCIT or a division of MCIT. Failure to adopt this Agreement does not constitute withdrawal from MCIT or alter a Member's obligations for participation.



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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 10**

**11:00 a.m. PUBLIC HEARING Mike Schultz, SWCD, Kathy Brockway,  
Env. Services (45 minutes)**

*RE: Public Hearing-Buffer Ordinance*

Staff Contact: Kathy Brockway - Environmental and P & Z Director



# LE SUEUR COUNTY BUFFER ENFORCEMENT ORDINANCE

## PURSUANT TO STATUTES SECTION 103F.48

### 1.0 STATUTORY AUTHORIZATION AND POLICY

- 1.1 **Statutory authorization.** This buffer ordinance is adopted pursuant to the authorization and policies contained in Minn. Stat. §103F.48, the Buffer Law as amended from time to time, Minn. Stat. §103B.101, subdivision 12a, authority to issue penalty orders and the County planning and zoning enabling legislation in Minn. Stat. chapter 394.
- 1.2 **Purpose and intent.** It is the purpose and intent of the County to:
- (a) Provide for riparian vegetated buffers and water quality practices to achieve the following purposes:
    - (1) Protect state water resources from erosion and runoff pollution;
    - (2) Stabilize soils, shores and banks; and
    - (3) Protect or provide riparian corridors.
  - (b) Coordinate the implementation and enforcement of the water resources riparian protection requirements of Minn. Stat. §103F.48 with the shoreland management rules and ordinances adopted under the authority of Minn. Stat. §103F.201 to 103F.227 and the management of public drainage systems established under Minn. Stat. chapter 103E where applicable; and
  - (c) Provide efficient and effective direction to landowners and protection of surface water quality and related land resources.

### 2.0 DEFINITIONS AND GENERAL PROVISIONS

- 2.1 **Definitions.** Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance its most reasonable application. For the purpose of this ordinance, the words "must" and "shall" are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.
- 2.1.1 **"APO"** means the administrative penalty order issued pursuant to Minn. Stat. §103F.48, subd. 7 and Minn. Stat. §103B.101, subd. 12a.
  - 2.1.2 **"Buffer"** has the meaning provided in Minn. Stat. §103F.48, subd. 1(c).
  - 2.1.3 **"Buffer protection map"** has the meaning provided in Minn. Stat. §103F.48, subd. 1(d) and which are available on the Department of Natural Resources website.

- 2.1.4 **"BWSR"** means the Board of Water and Soil Resources.
- 2.1.5 **"Cultivation farming"** means farming practices that disturb root or soil structure or that impair the viability of perennial vegetation due to cutting or harvesting near the soil surface.
- 2.1.6 **"Drainage authority"** has the meaning provided in Minn. Stat. §103E.005, subd. 9.
- 2.1.7 **"Landowner"** means the holder of the fee title, the holder's agents or assigns, any lessee, licensee, or operator of the real property and includes all land occupiers as defined by Minn. Stat. §103F.401, subd. 7 or any other party conducting farming activities on or exercising control over the real property.
- 2.1.8 **"Parcel"** means a unit of real property that has been given a tax identification number maintained by the County.
- 2.1.9 **"Public drainage system"** has the meaning given to "drainage system" in Minn. Stat. §103E.005, subd. 12.
- 2.1.10 **"Local water management authority"** has the meaning provided in Minn. Stat. §103F.48, Subd. 1(g).
- 2.1.11 **"Normal water level"** means the level evidenced by the long-term presence of surface water as indicated directly by hydrophytic plants or hydric soils or indirectly determined via hydrological models or analysis.
- 2.1.12 **"SWCD"** means Soil and Water Conservation District.
- 2.1.13 **"County"** means Le Sueur County and its employees, designees or representatives.
- 2.1.14 **"Validation of Compliance"** means a notice issued by SWCD that validates that a site(s) is compliant and that said validation is good as long as all practices identified/ documented continue to be in place and substantially in the condition identified at the time of issuance. Said notice shall be in recordable form.
- 2.1.15 **"Subsequent Initial Noncompliance"** means a first incidence of noncompliance occurring on a parcel after an incidence of noncompliance has occurred on a different parcel.
- 2.2 **Severability.** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.
- 2.3 **Data sharing/management.**
- 2.3.1 The County may enter into arrangements with an SWCD, a watershed district if applicable, BWSR and other parties with respect to the creation and maintenance of, and access to, data concerning buffers and alternative practices under this ordinance.

2.3.2 The County will manage all such data in accordance with the Minnesota Data Practices Act and any other applicable laws.

2.4 **Delegation of Enforcement.** Nothing herein shall prevent the County from entering into an agreement with any other entity, authorized under statutes section 103F.48 to enforce buffer requirements, for the enforcement of buffer requirements within its jurisdiction according to this ordinance or other properly adopted enforcement rule. The County may delegate certain other functions under this ordinance to the SWCD under separate agreement.

2.5 **Drainage System Acquisition and Compensation for Buffer.** Nothing in this ordinance shall prevent the acquisition and compensation of grass buffers on public drainage systems pursuant to Minnesota Statutes chapter 103E.

### 3.0 JURISDICTION

3.1 **Jurisdiction.** The provisions of this ordinance apply to all waters, excluding public drainage systems for which the County is not the drainage authority or a member of a joint drainage under Minn. Stat. chapter 103E, shown on the buffer protection map, where another enforcement authority has elected enforcement jurisdiction.

### 4.0 BUFFER REQUIREMENTS

4.1 **Buffer width.** Except as provided in subsection 4.4 and 4.5, a landowner owning property adjacent to a water body identified on the buffer protection map must establish and maintain a buffer area as follows:

(a) For waters shown on the buffer protection map requiring a fifty (50) foot width buffer, the buffer width will be fifty (50) foot average and thirty (30) foot minimum width as provided in Minn. Stat. §103F.48, subd. 3.

(b) For waters shown on the buffer protection map requiring a sixteen and a half (16.5) foot minimum width buffer, the buffer width will be sixteen and a half (16.5) feet as provided in Minn. Stat. §103F.48, subd. 3 and as measured according to subsection 4.2

#### 4.2 Measurement.

(a) The width of any required buffer on land adjacent to a water requiring a fifty (50) foot average width and a thirty (30) foot minimum width buffer shall be measured from the top or crown of the bank. Where there is no defined bank, measurement must be from the edge of the normal water level as provided in Minn. Stat. §103F.48, subd. 3(c).

(b) The width of any required buffer on land adjacent to a water requiring a sixteen and a half (16.5) foot minimum width buffer shall be measured in the same manner as for measuring the vegetated grass strip under Minn. Stat. §103E.021, subd. 1 as provided in Minn. Stat. §103F.48, subd. 3(c).

- 4.3 **Use of buffer area.** Except as provided in sections 4.4 and 4.5 a buffer as defined in this ordinance may not be put to any use, included but not limited to cultivation farming, which would remove or prevent the permanent growth of perennial vegetation.
- 4.4 **Exemptions.** The requirement of section 4.1 does not apply to land that is exempted from the water resources riparian protection requirements under Minn. Stat. §103F.48, subd. 5.
- 4.5. **Alternative practices.** As provided in Minn. Stat. §103F.48, subd. 3(b) an owner of land that is used for cultivation farming may demonstrate compliance with subsection 4.1 by establishing and maintaining an alternative riparian water quality practice(s), or combination of structural, vegetative, and management practice(s) which provide water quality protection comparable to the water quality protection provided by a required buffer as defined in sections 4.1 to 4.3. The adequacy of any alternative practice allowed under this section shall be based on:
- (a) the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG);
  - (b) common alternative practices adopted and published by BWSR;
  - (c) practices based on local conditions approved by the SWCD that are consistent with the Natural Resources Conservation Service (NRCS) Field Office Technical Guide (FOTG); or
  - (d) other practices adopted by BWSR.
- 4.6 Nonconformities: Where the provisions of any statute, other ordinance or regulation imposes greater restrictions than this ordinance, the provisions of such statute, other ordinance, or regulation shall control. Parcels that are considered nonconforming for other land uses shall not be nonconforming with respect to these provisions and with respect to compliance with Minn. Stat. § 103F.48.

## 5.0 COMPLIANCE DETERMINATIONS

- 5.1 **Compliance determinations.** Compliance with the buffer requirements set forth in section 4 will be determined by the SWCD on a parcel by parcel basis. The compliance status of each bank, or edge of a watercourse on an individual parcel will be determined independently.
- 5.2 **Investigation and notification of noncompliance.** The SWCD is responsible for identifying and notifying the County of noncompliance. If the County becomes aware of a potential noncompliance with the buffer requirements or receives a third party complaint from a private individual or entity, or from another public agency, it will consult with the SWCD to determine the appropriate course of action to document compliance status. This may include communication with the landowner, inspection or other appropriate steps necessary to verify the compliance status of the parcel. On the basis of the evidence gathered in this process, the SWCD may issue a Notification of Noncompliance to the County. If the SWCD does not issue such a Notification, the County will not pursue a compliance or enforcement action under Minnesota Statutes §103F.48 and subsection 6.2. If the SWCD does issue such a Notification,

the SWCD must include, for consideration by the County, a list of corrective actions needed to come into compliance with the requirements of Minn. Stat. §103F.48; a recommended timeline for completing the corrective actions; and a standard by which the SWCD will judge compliance with the requirements of Minn. Stat. §103F.48 after the corrective actions are taken.

At any time during process set forth in 5.2 and 5.3, the landowner may provide documentation of compliance to the SWCD.

**5.2.1 Compliance determination.** The SWCD will evaluate the available documentation, and/or evaluate and/or inspect the buffer and/or alternative practices to determine if the parcel is in compliance. Upon completion of the evaluation and/or inspection the SWCD shall issue a written compliance determination to the landowner, the County and BWSR. The SWCD may also issue a Validation of Compliance if applicable and requested by the landowner.

**5.3 Corrective Action Notice.** On receipt of an SWCD Notification of Noncompliance, the County or assigned Agent will issue the landowner a Corrective Action Notice that will:

- (a) include a list of corrective actions needed to come into compliance with the requirements of Minn. Stat. §103F.48;
- (b) provide a timeline for completing the corrective actions;
- (c) provide the standard by which compliance will be evaluated after the corrective actions are taken; and
- (d) include a statement that failure to complete corrective actions and achieve compliance within the timeline provided may result in civil or administrative enforcement actions and the assessment of administrative penalties.

The County may send the landowner a combined Corrective Action Notice and APO as provided in section 6.2 so long as the combined Notice/APO includes all the required elements of both.

The County shall transmit the corrective action notice by either personal service to the landowner or by depositing the same in the U.S. Mail. If service is made by U.S. mail, the document is deemed received three business days after the notice was placed in the U.S. mail. Failure of actual receipt of a corrective action notice that has either been personally served or served by depositing the same in the U.S. Mail shall not be deemed a defense in an enforcement proceeding under section 6.0. The County shall also send a copy of the Notice to the SWCD and BWSR.

Counties may modify the corrective actions and timeline for compliance, in accordance with section 5.2, to extend the compliance timeline for a modification that imposes a substantial new action or significantly accelerates the completion date for an action.

- 5.3.1 At any time after receipt of a corrective action notice, the landowner may provide documentation of compliance to the County. In addition, the landowner may supply information to the County or the SWCD in support of a request to modify a corrective action or the timeline for compliance. On the basis of any such submittal or at its own discretion, the County, after consulting the SWCD, may make a written modification to the Corrective Action Notice or timeline for compliance. The County, upon review and notification by the SWCD, should also make a written determination documenting whether the noncompliance has been fully corrected. Any such modification of a compliance determination will be served on the landowner in the manner provided for in section 5.3. The County shall provide the SWCD and BWSR a written copy of any modification made pursuant to this provision.
- 5.3.2 The SWCD may, after an evaluation of the evidence documenting compliance submitted by the landowner, issue a written Validation of Compliance if requested by the landowner. Upon receipt by the County of a written compliance determination issued by the SWCD, the Corrective Action Notice will be deemed withdrawn for the purpose of section 6.0, and the subject property will not be subject to enforcement under that section.

## **6.0 ENFORCEMENT**

6.1 The County may issue an APO as provided for in Minn. Stat. §§103F.48, subd. 7(b) and (c) and 103B.101, subdivision 12a to a landowner who has failed to take the corrective action as set forth in the corrective action notice. For the APO to be effective it must be served on the landowner together with a copy of the corrective action notice or alternatively the County may serve the landowner with a combined Corrective Action Notice and APO so long as the combined Notice/APO includes all the elements of both. Service is effective either by personal service or by depositing the documents set forth herein in the U.S. Mail. Any penalty assessed in the APO shall continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO.

### **6.2 Administrative Penalty Order (APO).**

(a) Initial violation. The penalty for a landowner on a single parcel that has not previously been issued a corrective action notice by the County shall be:

- i. \$0 for 11 months after issuance of the Corrective Action Notice or during the schedule issued for taking correction actions, whichever is greater;
- ii. Up to \$200 per parcel per month for the first six (6) months (180 days) following the time period in i; and
- iii. Up to \$500 per parcel per month after six (6) months (180 days) following the time period in ii.

(b) Repeat violation. The penalty for a landowner on a single parcel that has previously been issued a corrective action notice by the County shall be:

- i. Up to \$200 per parcel per day for 180 days after issuance of the subsequent Corrective Action Notice; and
- ii. Up to \$500 per parcel per day for after 180 days following the time period in i.

(c) Ongoing penalty assessment. Any penalty assessed under this section shall continue until the corrective action notice has been satisfied.

6.2.1 **Penalty Determination.** For administrative penalties imposed by the County, the County shall determine the severity of the noncompliance, intentional nature of noncompliance and frequency of noncompliance in determining the amount of violation. The amount of an administrative penalty will be based on considerations including the extent, gravity and willfulness of the noncompliance; its economic benefit to the responsible party; the extent of the responsible party's diligence in addressing it; any noncompliance history; the public costs incurred to address the noncompliance; and other factors as justice may require. Upon appropriate findings, the County shall use the following table to determining a penalty amount:

Nature of Violation	Severity of Violation		
	Minor	Moderate	Substantial
Initial noncompliance (initial term)	\$50	\$100	\$150
Initial noncompliance (subsequent term)	\$200	\$300	\$400
Subsequent initial noncompliance (new parcel, initial term)	\$100	\$150	\$200
Subsequent initial noncompliance (new parcel, subsequent term)	\$300	\$400	\$500
Repeat noncompliance (same parcel, initial term)	\$100	\$150	\$200
Repeat noncompliance (same parcel, subsequent term)	\$300	\$400	\$500

6.2.2 **APO.** To be valid the APO shall include, at a minimum:

- i. The facts constituting the violation of the riparian protection and water quality practices requirements set forth in this section 4.0 of this ordinance or Minn. Stat. §103F.48 ;
- ii. The specific statute and/or ordinance section(s) that has/have been violated;
- iii. A written description of prior efforts to work with the landowner to resolve the violation;
- iv. The amount of the penalty to be imposed;
- v. The facts supporting the amount of the penalty;
- vi. The date the penalty will begin to accrue;
- vii. The date that payment of the penalty is due;

- viii. The date by which all or part of the penalty may be forgiven if the landowner has/have complied with the Corrective Action Notice; and
- ix. A statement of the landowner's right to appeal the APO.

6.2.3 All or part of the penalty may be forgiven based on the correction of the noncompliance by the date specified in the APO by the landowner as provided in Minn. Stat. §103F.48, subd. 7(d).

6.2.4 A copy of the APO must be sent to the SWCD and BWSR.

6.2.5 An APO issued under this section may be appealed to the BWSR within 30 days of receipt by the landowner in accordance with the requirements set for the in Minn. Stat. §103F.48, subd. 9. Any APO that is not appealed within the 30 day period shall be deemed final.

### 6.3 Administrative Penalty Order Procedures

6.3.1 Statute of limitations. According to Minn. Stat. §541.07, the County has two years in which to commence an APO action after the date the violation is discovered. The goal is to complete the action as soon as reasonably practical, recognizing that situations for which data must be gathered, field investigations must be completed and/or modeling must be performed will require adequate time to complete the work and communicate with the landowner involved.

6.3.2 Compliance verification. Once a landowner has provided notice and submitted written evidence of correction of the violation set forth in the notice of compliance, compliance must be verified. The County will refer the landowner's evidence and notice to the SWCD to:

- i. Review and evaluate all information related to the corrective action notice or APO to determine if the violation has been corrected;
- ii. Verify compliance by site visit, re-inspection, examination of documentation, or other means as may be reasonable under the facts of the case; and
- iii. Document compliance verification.

The SWCD may consult with the County when conducting a compliance verification.

6.3.3 Right to appeal. Within 30 days after receipt of the APO, a landowner may appeal the terms and conditions of an APO issued by a County to BWSR as provided in Minn. Stat. §103F.48, subd. 9. The appeal must be in writing and must include a copy of the APO that is being appealed, the basis for the appeal and any supporting evidence. The appeal may be submitted personally, by U.S. mail, or electronically, to the Executive Director of BWSR.

6.3.4 Penalty due. Unless the landowner appeals the APO as provided in section 6.3.3 the penalty specified in the APO becomes immediately due and payable to the County as set



forth in the APO. If, however, the landowner submits written documentation that the violations has been corrected prior to the time the penalty becomes due and payable the County shall verify compliance and adjust the penalty to an amount the landowner would have owed had the penalty been paid on the date the landowner submitted written documentation of compliance. Written documentation of compliance may include a written validation of compliance issued by the SWCD.

However, if the County determines the violation was not fully corrected, the County shall notify the landowner by issuing a written letter of determination and depositing it in the U.S. Mail. Any determination sent by U.S. Mail shall be deemed received three business days after the letter of determination has been deposited in the U.S. Mail. The landowner shall have an additional 20 days after receipt of the letter of determination to pay the penalty or the time period specified in the APO as issued, whichever is later. The penalty will continue to accrue until the violation is corrected as provided in the Corrective Action Notice and APO.

6.3.5 Referral for collection of penalty. All penalties and interest assessed under an APO must be paid by the landowner. All payments shall be made payable to the County. Any penalty or interest not received may be collected by the County using any lawful means including, if lawful, recovery by additional property tax or by recording a lien against the property.

6.3.6 Reporting and documentation. The SWCD shall maintain the following records for any potential violation of the riparian protection and water quality practices requirements. Said records shall include but are not limited to the following:

- i. The cause of the violation;
- ii. The magnitude and duration of the violation;
- iii. Documentation showing whether the violation presents an actual or imminent risk to public health and safety;
- iv. Documentation showing whether the violation has the potential to harm to the natural resources of the state;
- v. A record of past violations;
- vi. Efforts by the SWCD, County, Watershed District or BWSR to assist the responsible party or parties to become compliant, including written and oral communications with the responsible party or parties ; and
- vii. Past and present corrective action efforts by the responsible party or parties.

**Subject:** Buffer/private ditch  
**From:** mn15633@frontiernet.net (mn15633@frontiernet.net)  
**To:** dpettis@co.lesueur.mn.us;  
**Date:** Thursday, October 12, 2017 10:50 AM

My name is Mark Sheehy, 1040 Maple Drive, Waterville, MN. 56096. I have land in Cordova township , SECTIONS 35 & 36, that has a private ditch that is classified as public waters and requires a 100 ft. buffer with apparently no compensation. This is fundamentally wrong in every way, we are not a third world country. If this land is no longer producing an income and and I get nothing from it, are the property taxes on this land going to reflect that? Thank you

October 12, 2017

TO: LeSueur County SWCD,  
attn: Mike

FR: Jeremy Geske, President – LeSueur County Farm Bureau



RE: Proposed Buffer Ordinance

On behalf of the LeSueur County Farm Bureau, please accept the following comments on the proposed buffer ordinance.

First, we (LeSueur County Farm Bureau) would like to commend LeSueur County for accepting responsibility for administering the state buffer law. We agree that these decisions are best done at the local level and not left to state agencies. We are confident that the LeSueur County SWCD can maintain a good working relationship with farmers and see that adequate buffers (or alternative practices) are in place on the landscape.

In reading the draft ordinance language, we do have a couple concerns.

- 1) When a landowner receives a notice of non-compliance, the ordinance states that the landowner has 6 months to come into compliance. Depending on when that notice is received, 6 months may not be adequate. We suggest that time frame be increased to 12 months or at least one full growing/planting season.
- 2) The definition of a “landowner” includes “lessee”. We are concerned that if a landowner refuses to comply (and refuses to give consent to the lessee to comply) that it is unfair to hold the lessee responsible. We would hope that the landowner would work closely with the lessee to ensure adequate buffers (or alternative practices) are in place, but a lessee cannot force the landowner to comply. We suggest the language be changed to reflect that the landowner is responsible, not the lessee.
- 3) Later in the ordinance there is a table with different penalties for different levels of severity of noncompliance. While we appreciate some flexibility being given to the SWCD to work with landowners, we aren’t sure the table in the ordinance adequately defines the different categories. We suggest additional language be included to better explain the various levels of severity.
- 4) Throughout the ordinance, it often refers to the county employee, but does not define who that person(s) is or what department they work in. We would like more clarification on who that person or department is/will be.

Thank you for considering these comments on behalf of the LeSueur County Farm Bureau. If you would like to visit with me further on these issues, I can be reached at 612-756-1200 or [jeremy.geske@gmail.com](mailto:jeremy.geske@gmail.com). I plan to attend the public hearing.

My family and I have a sheep farm in Lanesburgh Township.



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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 11**

### **Commissioner Committee Reports**

**Staff Contact:**



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# **Le Sueur County, MN**

**Tuesday, October 17, 2017**

**Board Meeting**

## **Item 12**

### **Future Meetings List**

**Staff Contact:**

## Future Meetings October - December 2017

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### October

<b>Tuesday, Oct. 17, 2017</b>	<b>Board Meeting, 9:00 a.m.</b> *Buffer Ordinance Public Hearing, 11:00 a.m.
Wednesday, Oct. 18, 2017	Justice Center Open House, 6:30 – 9:00 p.m. at 4H Bldg.
Thursday, Oct. 19, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services

<b>Tuesday, Oct. 24, 2017</b>	<b>Board Meeting, 9:00 a.m.</b>
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### November

Wednesday, Nov. 1, 2017	District 7 AMC Meeting, 8:00 a.m. at the Nicollet Conservation Club
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<b>Tuesday, Nov. 7, 2017</b>	<b>Board Meeting, 9:00 a.m.</b> *CHB Meeting, 1:00 p.m. in Waterville
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Thursday, Nov. 9, 2017	P&Z Meeting, 7:00 p.m. at Environmental Services
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Friday, Nov. 10, 2017	Offices Closed – Veteran's Day
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Thursday, Nov. 16, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
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<b>Tuesday, Nov. 21, 2017</b>	<b>Board Meeting, 9:00 a.m.</b>
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November 23-24, 2017	Offices Closed – Thanksgiving Holiday
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<b>Tuesday, Nov. 28, 2017</b>	<b>Board Meeting, 9:00 a.m.</b>
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Thursday, Nov. 30, 2017	Final Redetermination Hearings, 10:00 a.m. County Ditches 19, 28, 42, 52 and 69
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### December

Tuesday, Dec. 5, 2017	No Board Meeting – AMC Conference, Dec. 4-5 in St. Cloud, MN
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Thursday, Dec. 7, 2017	Le Sueur – Scott Joint Ditch 4 Public Hearing, 9:00 a.m. County Ditch 41 and 61 Public Hearings, 10:00 a.m.
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<b>Tuesday, Dec. 12, 2017</b>	<b>Board Meeting, 9:00 a.m.</b>
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Thursday, Dec. 14, 2017	P&Z Meeting, 7:00 p.m. at Environmental Services
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<b>Tuesday, Dec. 19, 2017</b>	<b>Board Meeting, 4:30 p.m.</b> <b>*2018 Budget and Levy Public Hearing 6:00 p.m.</b>
Thursday, Dec. 21, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Monday, Dec. 25, 2017	Offices Closed – Christmas Day
Tuesday, Dec. 26, 2017	No Board Meeting