



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 7

9:30 a.m. Mike Schultz, SWCD (5 min)

RE: Memorandum of Understanding for Buffer Enforcement

RE: Dew Drop Trailer Purchase

Staff Contact:

MEMORANDUM OF UNDERSTANDING
between
LE SUEUR COUNTY
and
LE SUEUR SOIL AND WATER CONSERVATION DISTRICT

WHEREAS, Le Sueur County (“County”) has adopted Ordinance No. 18-01 (“Ordinance”) for buffer enforcement pursuant to Minnesota Statute 103F.48 (“Buffer Law”);

WHEREAS, the Ordinance was prepared with the support of the Le Sueur Soil and Water Conservation District (“SWCD”) due to the SWCD’s unique technical expertise and obligation under the Buffer Law;

WHEREAS, the Ordinance provides for the coordination between the County and SWCD in an effort to effectively administer the requirements of the Ordinance and State law by utilizing the SWCD’s technical expertise and the County’s enforcement responsibilities;

WHEREAS, the Minnesota Board of Soil and Water Resources issued a letter determination of the adequacy of the Ordinance dated November 29, 2017 and granted the County jurisdiction in accordance with Minnesota Statute 103F.48 Subd. 1(j); and

WHEREAS, the County and SWCD enter into this Memorandum of Understanding to document each party’s role in the administration of the Ordinance.

NOW, THEREFORE BE IT RESOLVED, the parties agree as follows:

- 1. Acceptance of Ordinance.** The County has provided the SWCD with a copy of the Ordinance. Both the County and SWCD agree to abide by the terms of the Ordinance and agree that the Ordinance controls the relationship of the parties in the administration of the Buffer Law. The County and SWCD agree to consult in the on-going review, and revision if necessary, of the Ordinance.
- 2. Allocation of Responsibilities.** Under the Ordinance, and in accordance with the Buffer Law, the SWCD is responsible for inspecting and investigating buffers (Ordinance Section 5.2), determining the compliance status of buffers (Ordinance Section 5.1), issuing Notifications of Noncompliance (Ordinance Section 5.2); and issuing Validations of Compliance of buffers (Ordinance Sections 5.2.1 and 5.3.2) within Le Sueur County. The County is responsible for the issuance of Corrective Action Notices (Ordinance Sections 5.3 and 5.3.1) and enforcement of the Ordinance (Ordinance Section 6).
- 3. Timing.** The County and SWCD each acknowledge that prompt responses and actions by each party are critical to the effective administration of the Ordinance and to minimize hardships to landowners. The parties shall endeavor to act in a timely manner to prevent bottlenecks or backlogs in the procedures established by the Ordinance. Nothing in the Ordinance shall be construed as a “request” pursuant to Minnesota Statute 15.99.

[15741-0037/2890710/2]

4. **Liability.** The County and SWCD shall each remain liable for its own acts. It is understood and agreed that nothing in this Memorandum shall affect or otherwise constitute a waiver of the limits on the liability of either party provided by Minnesota Statutes Chapter 466 or other applicable law. Nothing in this Memorandum shall constitute a waiver of any available immunities or defenses.
5. **Data Practices.** The County and SWCD acknowledge that the sharing of data between the two entities is critical to the effective administration of the Ordinance and each party agrees to comply with the Minnesota Data Practices Act (Minnesota Statutes Chapter 13) and data retention requirements of Minnesota Statute 15.17 for all data received, created, or shared pursuant to the Ordinance and this Memorandum.
6. **Dispute Resolution.** The County and SWCD enter into this Memorandum for the collaborative purpose of administering the requirements of the Buffer Law. To the extent that any dispute arises between the County and SWCD, the parties agree representative from the County Board and the SWCD Board will meet in person to address any such dispute before seeking input from the Board of Soil and Water Resources or initiating any form of legal action.

This Memorandum of Understanding is approved as of February 13, 2018.

LE SUEUR COUNTY

LE SUEUR SWCD

Board Chair

Board Chair

County Administrator

Executive Director

[15741-0037/2890710/2]



Le Sueur County Soil & Water Conservation District

Le Sueur County SWCD
181 W Minnesota St
Le Center, MN 56057

Tel. (507) 357-4879 Ext. 3
Website: www.lesueurswcd.org

1/24/2018

Buffer Enforcement Funds Purchase

The State of Minnesota allocated Riparian Protection Aid to the Counties to implement the Buffer Law in 2017. The amounts of the aid were \$71,147 for 2017 year and \$88,934 for 2018. The funds were to be spent on positions, equipment, public hearings, press releases, cost share assistance, and workload agreements with LGU's.

To date only funds spent were legal fees for oversight of the Buffer Ordinance, mailings, and the Ditch Specialist position to work with landowner. The remaining balance of the 2017 funds is \$37,652.79.

The SWCD would like to request to purchase a Dew Drop Drill and Trailer to help landowners install smaller buffers. The Dew Drop Drill is a 3' drill that can seed smaller areas with an ATV or Side by Side UTV and fit where tractors are unable. This will be helpful for the installation of the 16.5' County Ditch Buffers. The drill would be available to landowner to rent for a small fee (to cover future maintenance and delivery).

I am requesting to Purchase a Dew Drop Drill and Trailer:

Drill	\$8,100
<u>Trailer</u>	<u>\$3,500</u>
Total:	\$11,600

Included is a quote and drill info.

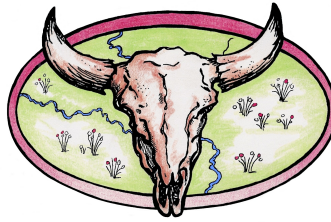
Sincerely,

A handwritten signature in black ink, appearing to read "Michael Schultz".

Michael Schultz
District Manager
Le Sueur SWCD

Little Sioux Prairie Company
 2150 280th Street
 Spencer, Iowa 51301

Phone: 712-264-1186
FAX: 712-262-2690
Email: Info@dewdropdrill.com
www.dewdropdrill.com



The Dew Drop Drill

Quote Number:
111617JTV

11/16/2017DATE:

ns

Bill To:

LeSUEUR COUNTY SWCD
 181 W. MINNESOTA STREET
 Le-CENTER, MN 56057

Ship To:

Purchase Order #:

Date:

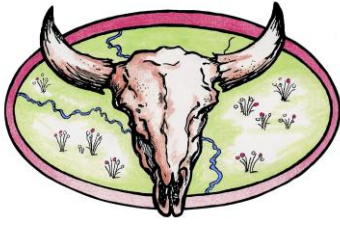
Phone No.

Contact Person: NIK KADEL

Phone No. 507-357-4879 EXT. 3

Cell Phone:952-807-7109

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			DEW DROP DRILL				\$ 7500.00
1			Triple tine set-up				\$ 600.00
			THANK YOU				
						Subtotal	\$8100.00
						Tax	\$0.00
			Any and all local or state sales or use tax to be paid by purchaser			Shipping	??
						Misc.	
						Balance Due	\$ 8100.00



LITTLE SIOUX PRAIRIE CO.

Little Sioux Prairie Co.
2150 280th St.
Spencer, Ia 51301
Phone 712-264-1186
FAX 712-262-2690

Dear Friends

Thanks for your interest in the “*DEW DROP DRILL™*”. Our drill was invented with the ATV in mind. The goal was to produce a small-scale drill that performs like larger native grass seed drills but could easily be pulled by an average sized ATV. Born was the “*DEW DROP DRILL™*”.

Designed to have a low center of gravity accompanied by a wide stance with large aggressive tires to help maintain traction and control on rough terrain and sloped ground. The “*DEW DROP DRILL™*” weighs approximately 600 pounds, and is equipped with it’s own power supply so you can hook up and go with no hard wiring.

The drill is capable of planting from “no till” to “light inter-seeding”. Incorporating **2 Seed Boxes** it is designed to handle a variety of seeds and capable of seeding several mixtures in one pass. Types of seeds included but not limited to; small and large grains, wild flowers, forbs, legumes, **warm and cool** season grasses, plus many commercially available food plot mixtures. With accurate and independent metering of the seed boxes, 5 application rates for the fluffy seed box and nine (9) settings for the small seed box, allows for a very flexible planting scenario.

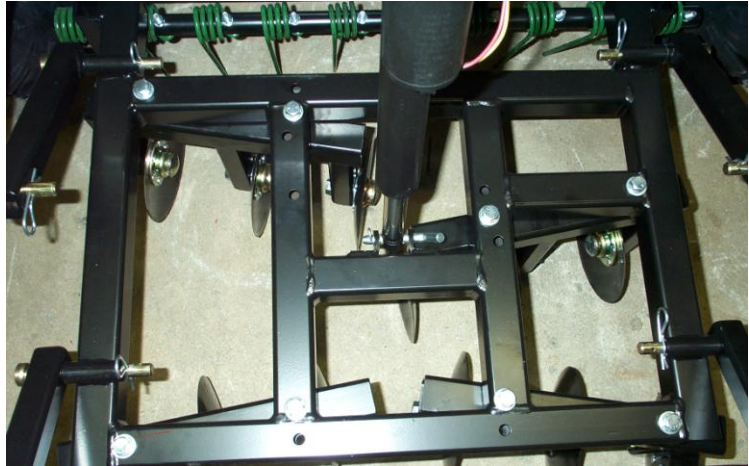


Setting application rate of seed in the small seed box is fairly easy. The small seed box uses fluted metering cup assemblies to meter the seeds. The shift lever on the front of the box has **nine** settings, which can be locked in place to insure an accurate flow of seeds. The large or fluffy seed box contains 5 agitators and 5 picker wheels to pull seed down. Changing the application rate is a breeze, inside the right hand chain cover are 2 quick-change roller chain sprockets with extra sprockets stored in the left had compartment. There is a 9/16ths hex nut that is on the rear shaft inside the chain guard, turn this shaft **clockwise 15 turns**. This equals 2% of an

acre, weigh the seed collected and multiply the weight in ounces by **3.125**, this will give you **Pounds / Acre**.

The seed boxes are ground driven, so your application rate is consistent regardless of the ground speed, when at a standstill no seed is dropped. The right tire of the drill delivers the power via chain to the clutch assembly. The clutch is engaged and disengaged with an electric cylinder that is controlled by the operator on the tow vehicle via the remote control box.

The operator uses the same remote control to raise or lower the disk rack assembly to maintain seed depth. There are 2 rows (front and rear) of 6 coulters, 3 to the right and 3 to the left per row, for a total of 12 disk blades. With a simple adjustment the angles of the disk gangs may be changed allowing for more or less tillage of the seedbed. The front row of disks may be set straight or at ten degrees, this row cuts the soil and turns it outward. The second row of disks may be set straight or at 10 degrees, or 20 degrees. This row turns the soil back in towards the center of the seedbed. On the rear of the disk rack assembly is a row of 10 harrow tines, they do the last turning, rolling, and leveling of the soil. Seed that is metered from the seed boxes falls into a drop shoot that delivers the seed right behind the harrow tines. When planting, the tines are rolling the soil, and the seeds are mixed and folded into the soil. A visual check back over the site you should see 10 to 20% of the product. This process gives you a 3-foot random, **NO ROWS** pattern for a more natural effect that can't be achieved with a conventional drill.



Many people harvest their own seed, with the “*DEW DROP DRILL™*” system the straw or crop residue have no effect on the delivery of the seed, and **NO plugged drop tubes**, as all such matter, including large seed mixtures, are pulled down and through to drop into the seedbed. We pride ourselves on the fit and finish of our drill and the quality craftsmanship we put into each one. These are just some of the features of the “*DEW DROP DRILL™*”, for more information please contact us.



LIST PRICE \$7500.00 PLUS SHIPPING subject to change
Katie & Dewey Stouffer Owners * info@dewdropdrill.com*
Phone 712-264-1186 Fax 712-262-2690
www.dewdropdrill.com