



Le Sueur County, MN

Tuesday, March 27, 2018

Board Meeting

Item 2

9:05 a.m. Joshua Mankowski, P&Z Administrator (15 min)

RE: Request for Action: Gross/Olson

RE: FRST Feasibility - Wenck Subcontract

RE: Resolution to Incorporate the Summary of Watercourses into the Le Sueur County Comprehensive Local Water Management Plan

Staff Contact:

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS

FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION

SUBJECT: "REQUEST FOR ACTION"

DATE: March, 27th 2018

The Planning Commission recommends your action on the following items:

ITEM #1: THE LAWN BARBER, LE SUEUR, MN, (APPLICANT); HARRY OLSON, DENVER, IA, (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of approximately 24 cubic yards of material within the shore impact zone for the repair and construction of a retaining wall within the shore impact zone in a Recreational Residential "RR" District, on a Recreational Development "RD" lake, Lake Tetonka. Property is located in the SW/NE, Section 28, Waterville Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the following findings for this request:

Therefore, the Planning Commission recommends approval of the application with the following conditions:

1. Work with Environmental Services staff to assure that plantings are Minnesota Natives.
2. Work with Environmental Services staff to provide a buffer for the shoreline restoration

ACTION: ITEM #1: _____

DATE: _____

COUNTY ADMINISTRATOR'S SIGNATURE: _____

FINDINGS OF FACT

WHEREAS, THE LAWN BARBER, LE SUEUR, MN, (APPLICANT); HARRY OLSON, DENVER, IA, (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of approximately 24 cubic yards of material within the shore impact zone for the repair and construction of a retaining wall within the shore impact zone in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Lake Tetonka. Property is located in the SW/NE, Section 28, Waterville Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on March 8, 2018, in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends approval of the application due to the following findings:

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
- 4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
- 5. Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
- 6. Is the Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance?*
- 7. Is the Conditional Use Permit consistent with the Comprehensive Land Use Plan?*

WHEREAS, On March 27th, 2018, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners Approve/Denied the Conditional Use Permit application as requested by **THE LAWN BARBER, LE SUEUR, MN, (APPLICANT); HARRY OLSON, DENVER, IA, (OWNER)**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the March 27th, 2018 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
- 4. Adequate measures have been or will be taken to provide sufficient off-street parking and*

loading space to serve the proposed use.

5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
6. *Is the Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance?*
7. *Is the Conditional Use Permit consistent with the Comprehensive Land Use Plan?*

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow grading, excavating, and filling of approximately 24 cubic yards of material within the shore impact zone for the repair and construction of a retaining wall within the shore impact zone in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Lake Tetonka. Property is located in the SW/NE, Section 28, Waterville Township is Approved/Denied.

ATTEST:

Lance Wetzel, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____

WENCK PROFESSIONAL SERVICES SUBCONTRACT

February 2018

The **AGREEMENT**, Made and entered into 3/27/18 between Le Sueur County hereinafter called the "**PROJECT SPONSOR**" and Wenck Associates, Inc. called the "**SUBCONTRACTOR**". For the purposes of this contract, the County's official designee shall be considered the County's project officer.

WITNESS: That in consideration of mutual covenants herein contained, the **PROJECT SPONSOR** agrees to employ the **SUBCONTRACTOR** to perform the services hereinafter outlined in connection with providing technical assistance and project coordination with the Francis, Rays, Sakatah, Tetonka Lakes Septic Inventory and Upgrade Project. The **PROJECT SPONSOR**, through the Board of Water and Soil Resources (BWSR) Accelerated Implementation Grant for the Francis, Rays, Sakatah, Tetonka Lakes Septic Inventory and Upgrade Project, agrees to pay the **SUBCONTRACTOR** for such services according to the Work Plan and Budget contained in Exhibit A. The items described in Exhibit A were derived from the BWSR Grant All-Detail Report in Exhibit B. This contract would provide for services from the date that this Agreement is executed by both the **PROJECT SPONSOR** and the **SUBCONTRACTOR** until the date that this Agreement is terminated pursuant to the terms of Article XI of this Agreement.

Further, the **SUBCONTRACTOR** agrees that the **SUBCONTRACTOR** shall provide the technical assistance and project coordination according to Exhibit A.

I. SCOPE OF SERVICES

The period of this contract shall be from the date that this Agreement is executed by both the **PROJECT SPONSOR** and the **SUBCONTRACTOR** until this Agreement is terminated pursuant to the terms of Article XI of this Agreement. Over the Contract Period the services that the **SUBCONTRACTOR** agrees to perform are as follows and as documented in Exhibit A;

1. Grant Activity 003: Conduct ISTS Compliance Inspections on up to 400 Properties
2. Grant Activity 005: Provide Septic Information and Education
3. Grant Activity: Inventory Project Management
4. Grant Activity: Municipal Sewer Extension Assessment

II COMPENSATION

For the services covered by the contract, the **PROJECT SPONSOR** agrees to pay the **SUBCONTRACTOR** an amount not to exceed \$310,300 as described in Exhibit A. **SUBCONTRACTOR** acknowledges that a portion of the \$310,300 not-to-exceed compensation has already been invoiced and received pursuant to a *Wenck Professional Services Subcontract* between Le Sueur County and Wenck Associates, Inc. dated May 27, 2016. **SUBCONTRACTOR** is to submit requests for reimbursements of services rendered via invoices and satisfactory completion of work tasks monthly.

III. IDEMNIFICATION AND HOLD HARMLESS

The **SUBCONTRACTOR** shall defend, indemnify and hold harmless the **PROJECT SPONSOR** against any and all claims, losses, liability, suits, judgments, costs and expenses, including reasonable attorney's fees, that arise or against **SUBCONTRACTOR**, its agents, servants, or employees to the proximate extent of any failure to perform **SUBCONTRACTOR's** obligations under this agreement, negligent act, error or omission on the part of the **SUBCONTRACTOR** or anyone for whom **SUBCONTRACTOR** is legally liable, while engaged in the performance of the Agreement. This agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota State Statutes, Section 466.04.

IV. STANDARD OF CARE

In performance of the services under this agreement, **SUBCONTRACTOR** will exercise the same care, skill and judgement, ordinarily used by similar professionals working under similar circumstances.

V. PROOF OF INSURANCE

The **SUBCONTRACTOR** shall obtain liability, property and auto insurance as it deems necessary and may obtain other insurance it deems necessary to indemnify the **PROJECT SPONSOR** for actions of the **SUBCONTRACTOR** arising out of this Agreement. The **SUBCONTRACTOR** agrees that at all times during the term of this Agreement, have and keep in force liability insurance at an amount required by MS 466.04, subdivision 1.

- A. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$1,500,000 for total bodily injuries, death, personal injuries or property damage arising from one occurrence with an annual aggregate limit of not less than \$1,500,000.
- B. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than \$1,500,000 per accident for property damage, \$1,500,000 for bodily injury and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
- C. Any policy obtained and maintained under this clause shall provide that it shall not be canceled or not renewed without thirty (30) days prior notice thereof to the **PROJECT SPONSOR**.

VI. PROJECT CHANGE REQUESTS

Communication of project change requests will begin between the **SUBCONTRACTOR** and the **PROJECT SPONSOR**. Formal project change requests by the **SUBCONTRACTOR** shall be in writing by the **SUBCONTRACTOR** to the **PROJECT SPONSOR**. Project change requests by the **PROJECT SPONSOR** shall be in writing to the **SUBCONTRACTOR**. All changes to the project are to be approved by the **PROJECT SPONSOR** and are to follow the Clean Water Funding Guidelines.

VII. NON DISCRIMINATION IN EMPLOYMENT

During the performance of this Subcontract, the **SUBCONTRACTOR** shall not, because of age, sexual preference, political affiliation, race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance or disability, discriminate against any person with respect to hire, tenure, compensation, terms of employment, upgrading of employment, facilities, privileges or conditions of employment; refuse to hire persons seeking employment; or discharge an employee.

VIII. NON DISCRIMINATION IN AVAILABILITY & USE OF FACILITIES

During the performance of this Subcontract, the **SUBCONTRACTOR** shall not exclude any person from participating in, deny them the benefits of, or discriminate against them on the basis of race, color, creed, religion, national origin, sex, marital status, age, sexual preference, political affiliation, or status with regard to public assistance or disability.

IX. OWNERSHIP OF DOCUMENTS

Any reports, studies, photographs, negatives, graphs, audio or video tapes, computer software or any other documents or materials prepared by or for the **SUBCONTRACTOR** in the performance of its obligations under this Subcontract shall be the exclusive property of the **PROJECT SPONSOR** and all such products shall be remitted to the **PROJECT SPONSOR** upon completion, termination or cancellation of this Subcontract.

X. TERM

This Agreement shall commence upon approval of each Party and signature of the official with authority to bind the entity listed above. This Agreement shall continue to govern the relationship between **PROJECT SPONSOR** and **SUBCONTRACTOR** until the Agreement is terminated pursuant to the terms of Article XI of this Agreement.

XI. TERMINATION

Termination by **SUBCONTRACTOR** must be by written or fax notice to the **PROJECT SPONSOR**. Termination by **PROJECT SPONSOR** must be by written or fax notice to the **SUBCONTRACTOR**. The **PROJECT SPONSOR** will notify the **SUBCONTRACTOR** in writing if termination for insufficient performance and/or lack of fiscal integrity occurs. The State and the **PROJECT SPONSOR** are not obligated to pay for any services that are provided after the notice and effective date of termination. Except as provided herein, both **PROJECT SPONSOR** and **SUBCONTRACTOR** shall continue to perform their respective obligations during the period prior to termination.

Termination for Insufficient Funding: If the State terminates this grant or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. The **PROJECT SPONSOR** will notify the **SUBCONTRACTOR** in writing if termination for insufficient funding occurs. The State and **PROJECT SPONSOR** are not obligated to pay for any services that are provided after notice and effective date of termination.

XII. GOVERNING LAW, FORUM AND VENUE

The laws of the State of Minnesota, excluding conflict of law principles that would defer to the courts of another jurisdiction, will govern all disputes arising from or related to this Agreement. Both parties shall attempt to resolve disputes by means of negotiation and non-binding mediation before bringing a legal action in a court of competent jurisdiction in the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have made and executed the Subcontract as of the date and year first above written, intending to be bound thereby.

LE SUEUR COUNTY (PROJECT SPONSOR)

_____ Name	_____ Title
_____ Signature	_____ Date

WENCK ASSOCIATES, INC

_____ Peter Miller Name	_____ Executive Vice President, Wenck Associates, Inc. Title
_____ Signature	_____ Date

Exhibit A: REMAINING Work Plan and Budget
Francis, Rays, Sakatah, Tetonka Lakes Septic Inventory and Upgrade Project
2018 Wenck Associates, Inc.
[Dollar values in brackets represent original 2017 budgets]

1. Grant Activity 003: Conduct Compliance Inspections

- Conduct Compliance Inspections **COMPLETE**
- Submit Compliance Inspection Paperwork to the County **COMPLETE**
- Complete GIS Layer of the Septic Inventory Data **COMPLETE**
- Digitize Septic Information **COMPLETE**
- Submit GIS Layer to County
- Interim, Draft, and Final Reports

Grant Activity 003 Budget: \$205,000 [\$280,000]

2. Grant Activity 005: Provide Septic Information and Education

- Conduct One (2) Project Introduction Meetings **COMPLETE**
- Conduct Two (2) Informational Meetings **COMPLETE**
- Create Website for the Inventory Project **COMPLETE**
- Inform Lake Associations of the Project and Annual Updates **COMPLETE**

Grant Activity 005 Budget: \$8,600 [\$7,800]

3. Inventory Project Management

- Pre-site Evaluation and Coordination **COMPLETE**
- Procurement and Coordination of Licensed Maintainers and Tank Pumping **COMPLETE**
- Coordination of Homeowner Permission forms (if needed) and Inspection Scheduling **COMPLETE**
- Project Management **COMPLETE**
- Administration **COMPLETE**

Grant Activity Inventory Project Management Budget: \$29,200 [\$22,500]

5. Municipal Sewer Extension Assessment

- Provide City of Elysian and City of Waterville with Cost and Viability Assessment for Expanding City Sanitary Services to Select Lakeshore Areas
- Scope and Detail of Each Study to be Determined by Each City Based on Their Respective Needs

Grant Activity Municipal Sewer Extension Assessment: \$67,500

GENERAL TERMS AND CONDITIONS

Article 1 Our Agreement

1.1 Our agreement with you consists of these General Terms and Conditions and the accompanying written proposal or authorization (Agreement). This Agreement is our entire Agreement and supersedes all prior agreements. This Agreement may be modified only in a writing signed by both us and you, making specific reference to the provision modified. Directing us to start work prior to execution of this Agreement constitutes your acceptance of this Agreement.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 Any conflicting or additional terms in a purchase order, work order, or other form used to authorize our services are not part of our Agreement unless we specifically accept them in writing. If we cannot agree on mutually acceptable terms, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Article 2 Our Responsibilities

2.1 We will provide the services specifically described in our Agreement. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our services, we will use that degree of care and skill ordinarily exercised by reputable members of our profession practicing under similar circumstances in the same locality at the same time.

2.3 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.4 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing. You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us.

2.5 Our estimates of construction or remediation costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

2.6 Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and that site conditions may change over time.

Article 3 Your Responsibilities

3.1 You agree to provide us with all site information and data to which you have access which may affect our services. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

3.2 You will provide access to the site. In the course of our work some damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site but we will not be responsible for reasonable or normal damage. We have not included the cost of restoration of such damage in the estimated charges.

3.3 You agree to provide us with information in your possession or control relating to contamination at the work site.

3.4 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

3.5 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

3.6 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Article 4 Reports and Records

4.1 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

4.2 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.3 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

GENERAL TERMS AND CONDITIONS

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Article 5 Compensation

5.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.5 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.6 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation.

5.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Article 6 Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to

those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the proceeds from available insurance.

6.4 You agree to indemnify and defend us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.5 The prevailing party in any action relating to this agreement shall be entitled to recover its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury.

Article 7 General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Article 8 Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.

**Resolution to Incorporate the Summary of Watercourses
into the Le Sueur County
Comprehensive Local Water Management Plan**

Whereas; Minnesota Statutes Chapter 103F.48 requires soil and water conservation districts (SWCDs) in consultation with local water management authorities, to develop, adopt, and submit to each local water management authority within its boundary a summary of watercourses.

Whereas; The Board of Water and Soil Resources has adopted Buffer Law implementation Policy #6 'Local Water Resources Riparian Protection ("Other Watercourses")' which identifies steps SWCDs are required to take in developing said inventory.

Whereas; Le Sueur SWCD has adopted a Descriptive inventory of other watercourses and provided it to Le Sueur County on "June 13, 2017".

Whereas; Minnesota Statutes Chapter 103F.48 requires a local water management authority that receives a summary of watercourses identified under this subdivision must incorporate an addendum to its comprehensive local water management plan or comprehensive watershed management plan to include the SWCD recommendations by July 1, 2018.

Whereas; Minnesota Statutes Chapter 103F.48 does not require a plan amendment as long as a copy of the included information is distributed to all agencies, organizations, and individuals required to receive a copy of the plan changes.

Therefore be it resolved that; The summary of watercourses or "other waters" for Le Sueur County shall be incorporated as an addendum in its current local water management plan.

Be it further resolved that; Le Sueur County authorizes staff to provide a copy of the addendum and any supporting information to be distributed to all agencies, organizations, and individuals required to receive a copy of the plan changes.

State of MN)
Le Sueur County) ss

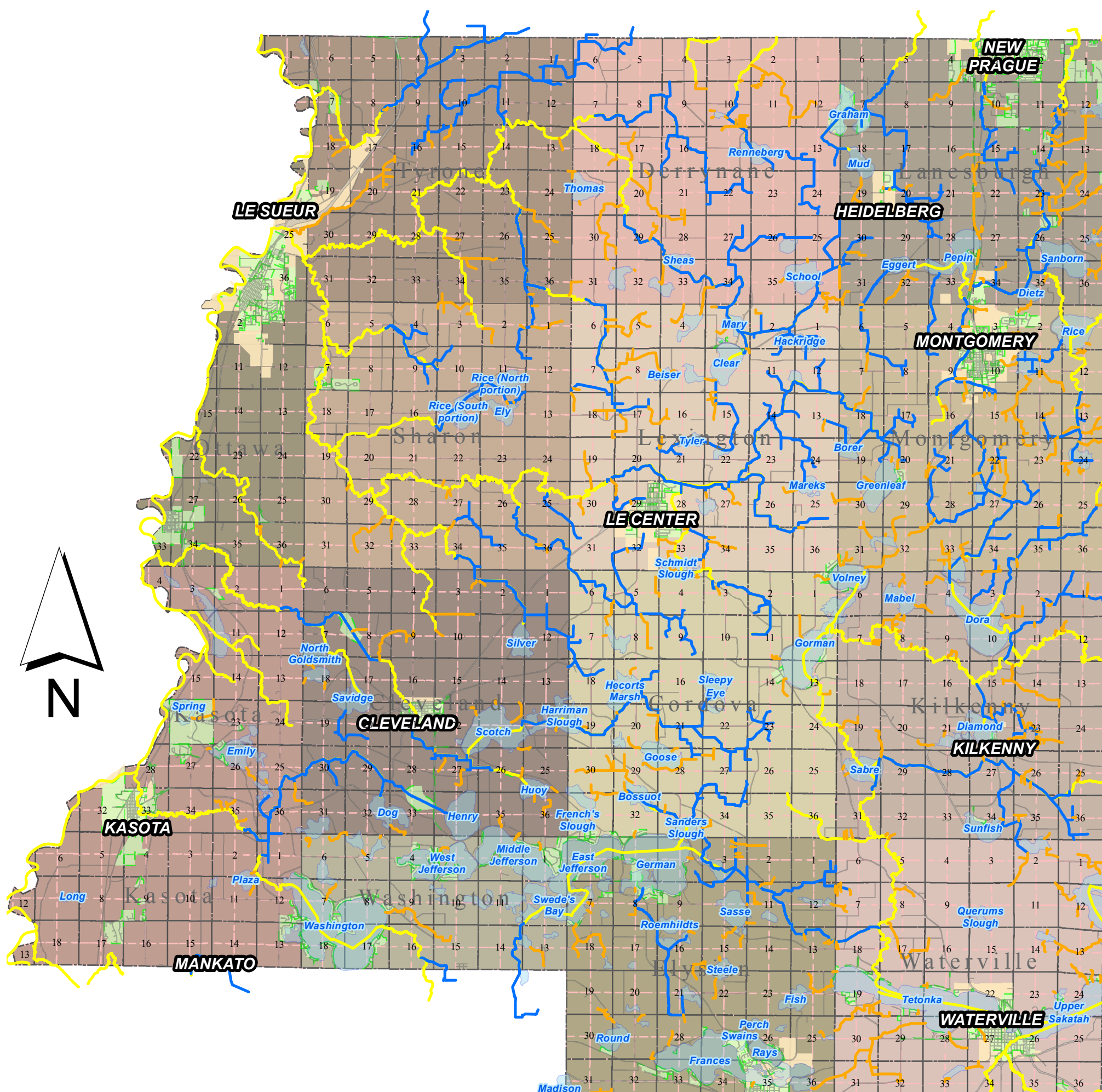
I, Darrell Pettis, County Administrator, Le Sueur County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Le Sueur County Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on (*date*), and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seat this (number) day of (month) 2018.

Darrell Pettis, County Administrator

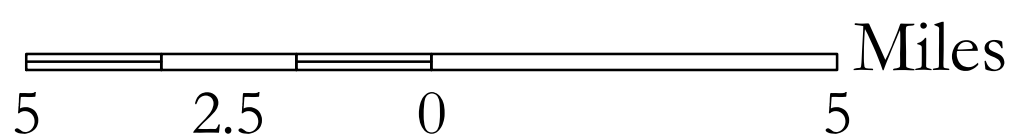
District/Commissioner	Yes	No
1-Gliszinski		
2-Connolly		
3-King		
4-Wetzel		
5-Rohlfing		

**Le Sueur SWCD Local Water Resources Riparian Protection
Other Waters Map MS 103F.48**



Le Sueur County Other Waters Map

-  **LSC Other Waters**
- **LSC Ditches**
-  **DNR PW River/Streams**
-  **Public Water Basin**



Le Sueur County SWCD
(507)357-4879 Ext. 3

Adopted by Le Sueur SWCD 6/13/17 Resolution No. 2017-06-01