



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
March 27, 2018**

1. **9:00 a.m. Agenda and Consent Agenda (5 min)**
RE: March 20, 2018 Minutes and Summary Minutes
RE: Waterville Baseball Club 3.2 Liquor License
RE: Greater Jefferson German Lakes Association Gambling Application
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
3. **9:20 a.m. Amy Beatty, Environmental Services (15 min)**
RE: 2017 County Feedlot Officer Report
4. **9:35 a.m. Brett Mason, Sheriff (5 min)**
RE: Boat and Water Grant
5. **9:40 a.m. Human Resources (10 min)**
6. **9:50 a.m. Darrell Pettis, County Administrator**
RE: Funding of Expert Witnesses, Transcripts, Interpreters, etc. pursuant to Minnesota Statute 611.21
7. **Commissioner Committee Reports**
8. **Future Meetings**



Le Sueur County, MN

Tuesday, March 27, 2018

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda (5 min)

RE: March 20, 2018 Minutes and Summary Minutes

RE: Waterville Baseball Club 3.2 Liquor License

RE: Greater Jefferson German Lakes Association Gambling Application

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting March 20, 2018

The Le Sueur County Board of Commissioners met in regular session on Tuesday, March 20, 2018 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Lance Wetzel, John King, Dave Gliszinski and Steve Rohlffing. Joe Connolly was excused. Also present were County Administrator Darrell Pettis and County Attorney Brent Christian.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the amended agenda for the business of the day to include the Justice Center bid opening and Courthouse security.

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

- Approved the March 6, 2018 County Board Minutes and Summary Minutes
- Approved a liquor license renewal application for Beaver Dam Resort

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

Financial: \$ 45,025.88
Soc Services: \$171,483.99

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

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved to accept a \$1,000 donation to the Minnesota Avenue Resource Center from Kathy Rusch.

Dave Scheiber appeared before the Board to discuss a concern about the need for better parking and access to the Courthouse for people with disabilities.

Mike Schultz with the Soil & Water Conservation District appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to move forward with hiring a Watershed Conservation Planner in the Soil & Water office and this is a three year grant funded position.

Jose Aguillon with IT appeared before the Board with one item for approval.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved a three year anti-virus renewal purchase from SHI in the amount of \$11,398.

Tyler Luethje, Parks Director and Ag Inspector appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to create a Noxious Weeds Appeals Committee consisting of one landowner, all five Le Sueur County Commissioners and the P&Z Chairperson.

Al Christensen with Tri County Solid Waste appeared before the Board with a Tri County update and two items for approval.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved and authorized the Board Chair to sign Contract Amendment #3 between Blue Earth County (Sponsoring Organization) and Tri County Solid Waste Joint Powers Board (Co-Sponsoring Organization) for the Operation of a Household Hazardous Waste Management Program.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to opt out of the Very Small Quantity Generator (VSQG) program with Blue Earth County.

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

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved to grant regular status to Breanna Lloyd, full time Support Enforcement Aide in Human Services, effective March 7, 2018. Breanna has completed the six-month probationary period.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to post and advertise for a full time Assistant Highway Engineer in the Highway Department, a Grade 14, Step 4 at \$32.46 per hour.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved to hire Makayla Drazan as a full time Public Health Nurse in Public Health, as a Grade 11, Step 7 at \$30.27 per hour, effective April 4, 2018.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved the 2018 wages for the following Public Health employees, effective April 2, 2018.

Abbie McCabe, Grade 10, Step 7 at \$28.56 per hour
Tina Hering, Grade 10, Step 8 at \$29.57 per hour
Julie Hartwig, Grade 10, Step 8 at \$29.57 per hour
Kelly Hughes, Grade 10, Step 10 at \$31.67 per hour
Sydney Graff, Grade 11, Step 8 at \$31.33 per hour
Vanessa Holicky, Grade 11, Step 10 at \$33.56 per hour
Leah Frederick, Grade 12, Step 11 at \$38.64 per hour

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 to sign a West Jefferson Loan Application Resolution Authorizing the Submission of a Clean Water Application to the Minnesota Public Facilities Authority.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign the Interconnection Agreement for Wastewater Treatment between Le Sueur County and the City of Cleveland.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved the Justice Center Bid Package #2 opening date of Thursday, April 12, 2018 at 2:00 p.m. at the American Legion in Le Center, MN.

Board Member Committee Reports:

Commissioner Rohlfing attended a Region 9 board meeting, Tri County meeting, Elysian Township and City meetings, Washington Township annual meeting, MRCI and MVAC meetings and Skywarn training.

Commissioner Gliszinski attended a Justice Center progress meeting.

Commissioner King attended a Justice Center progress meeting, P&Z meeting, Tri County meeting, Library Board meeting and an Extension Committee meeting.

Commissioner Wetzel attended Skywarn training.

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

Warrant #	Vendor Name	Amount
49199	American Solutions For Business	\$ 2,165.71
49209	Bolton & Menk Inc	\$75,296.10
49214	Cargill Inc.	\$11,938.14
49216	Christian – Keogh – Moran & King	\$ 4,613.69
49227	Everbridge Inc.	\$ 9,400.00
49232	Genesis	\$ 7,085.59
49245	I & S Group, Inc.	\$ 5,206.00
49257	Lea/Richard C	\$ 4,267.50
49277	Nuss Truck & Equipment	\$ 4,749.64
49279	Oestreich Repair LLC	\$15,163.20
49282	Regents Of The University of Minnesota	\$29,644.38
49298	Thomson Reuters	\$ 2,061.24
49314	Wenck Associates, Inc.	\$ 5,408.75

49317	Wondra Automotive Inc.	\$ 3,191.30
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111 Claims paid less than \$2,000.00:	\$ 37,513.95
14 Claims paid more than \$2,000.00:	\$180,191.24
125 Total all claims paid:	\$217,705.19

On motion by King, seconded by Gliszinski and unanimously approved, the Board adjourned until Tuesday, March 27, 2018 at 9:00 a.m.

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

Summary Minutes of Le Sueur County Board of Commissioners Meeting, March 20, 2018

•This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.

- Approved the agenda. (Gliszinski-King)
- Approved the consent agenda: (Rohlfing-King)
- Approved the Human Services claims: Financial \$ 45,025.88 and Soc Services \$171,483.99 (Rohlfing-Gliszinski)
- Approved to accept a \$1,000 donation to the Minnesota Avenue Resource Center from Kathy Rusch. (Rohlfing-Gliszinski)
- Approved to move forward with hiring a Watershed Conservation Planner at the Soil & Water office. (Gliszinski-King)
- Approved a three year anti-virus renewal purchase. (King-Rohlfing)
- Approved to create a Noxious Weeds Appeals Committee. (Gliszinski-King)
- Approved Contract Amendment #3 between Blue Earth County and Tri County Solid Waste Joint Powers Board for the Operation of a Household Hazardous Waste Management Program. (Rohlfing-King)
- Approved to opt out of the Very Small Quantity Generator program with Blue Earth County. (King-Gliszinski)
- Approved regular status to Breanna Lloyd in Human Services. (Gliszinski-Rohlfing)
- Approved to post and advertise for a full time Assistant Highway Engineer. (King-Rohlfing)
- Approved to hire Makayla Drazan in Public Health. (Rohlfing-Gliszinski)
- Approved the 2018 wages for Abbie McCabe, Tina Hering, Julie Hartwig, Kelly Hughes, Sydnie Graff, Vanessa Holicky and Leah Frederick in Public Health. (Gliszinski-Rohlfing)
- Approved a West Jefferson Loan Application Resolution Authorizing the Submission of a Clean Water Application to the Minnesota Public Facilities Authority. (Gliszinski-King)
- Approved the Interconnection Agreement for Wastewater Treatment between Le Sueur County and the City of Cleveland. (King-Rohlfing)
- Approved the Justice Center Bid Package #2 opening date of Thursday, April 12, 2018 at 2:00 p.m. at the American Legion in Le Center, MN. (Gliszinski-Rohlfing)
- The following claims were approved for payment: (King-Gliszinski)

Warrant #	Vendor Name	Amount
49199	American Solutions For Business	\$ 2,165.71
49209	Bolton & Menk Inc	\$75,296.10
49214	Cargill Inc.	\$11,938.14
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49314	Wenck Associates, Inc.	\$ 5,408.75
49317	Wondra Automotive Inc.	\$ 3,191.30
111 Claims paid less than \$2,000.00:		\$ 37,513.95
14 Claims paid more than \$2,000.00:		\$180,191.24
125 Total all claims paid:		\$217,705.19

- Adjourned until Tuesday, March 27, 2018 at 9:00 a.m. (King-Gliszinski)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman



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 States 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.

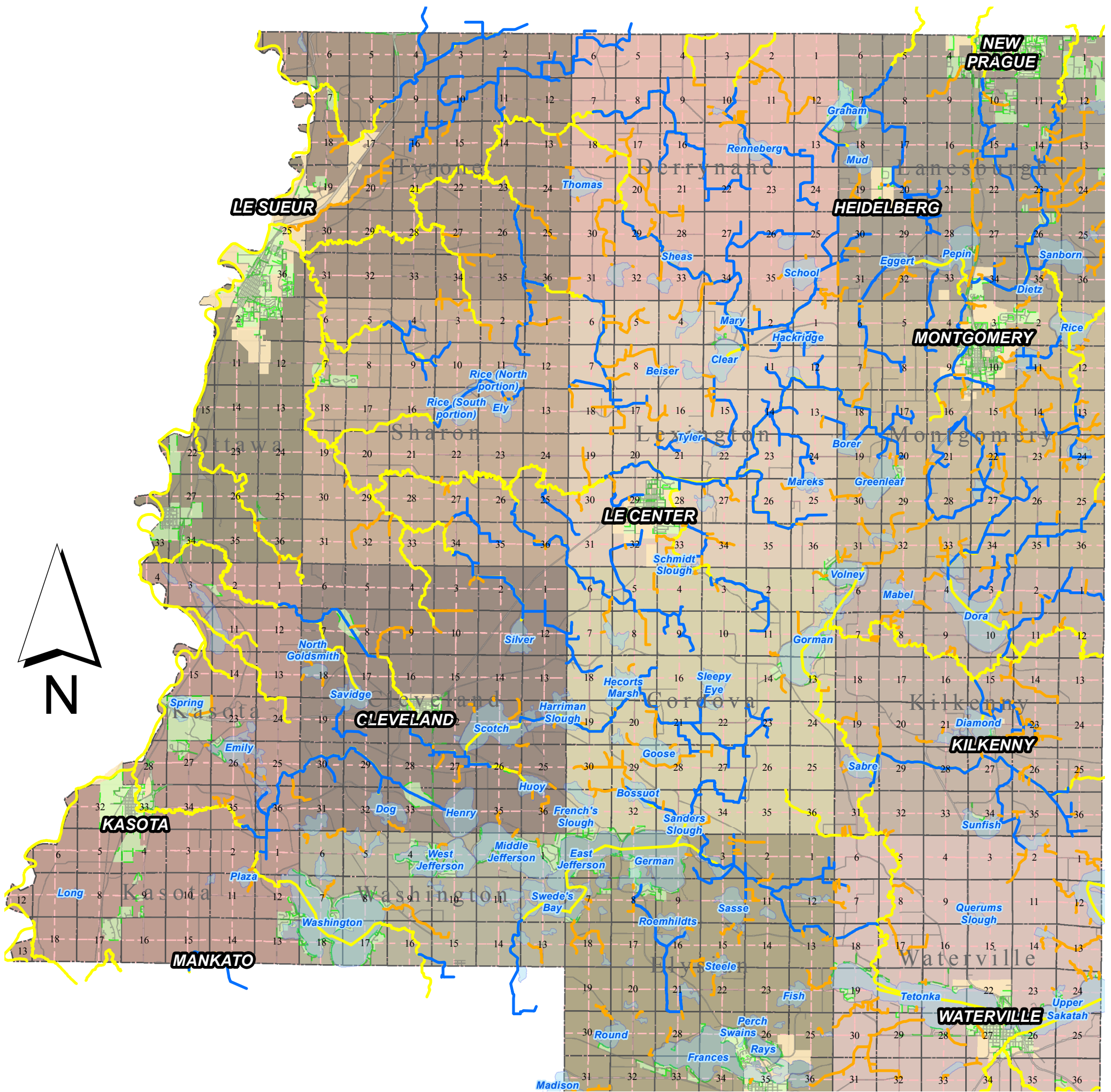
Witness my hand and seat this (number) day of (month) 2018.

Darrell Pettis, County Administrator

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

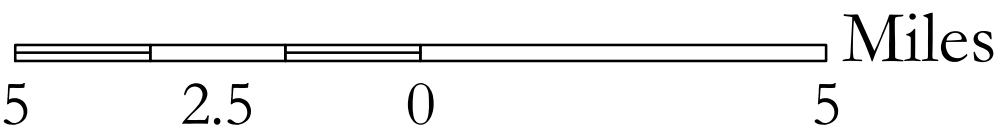
Le Sueur SWCD Local Water Resources Riparian Protection

Other Waters Map MS 103F.48



Le Sueur County Other Waters Map

- LSC OtherWaters
- 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



Le Sueur County, MN

Tuesday, March 27, 2018

Board Meeting

Item 3

9:20 a.m. Amy Beatty, Environmental Services (15 min)

RE: 2017 County Feedlot Officer Report

Staff Contact:



ENVIRONMENTAL SERVICES

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

DATE: Friday, March 23, 2018

TO: Le Sueur County Board of Commissioners

FROM: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: Le Sueur County's 2017 Feedlot Annual Report

Attached is the 2017 Le Sueur County Feedlot Officer Annual Report, Supplemental Information Page, and Feedlot Financial Report. These report forms were provided to the county from the Minnesota Pollution Control Agency (MPCA) to report the feedlot activities conducted by the county feedlot officer in 2017.

Each year the county's feedlot program is reviewed by MPCA staff to determine if the county is meeting its feedlot goals and requirements, per the approved work plan. Le Sueur County's program was reviewed on March 7, 2018.

As part of the review process, the county feedlot officer presents the report to the County Board of Commissioners for review. After review and discussion of the report, I request a motion to be made to have the Chair of the Le Sueur County Board of Commissioners sign the report.

For 2017, the county's feedlot program was funded through the MPCA.

Additional Information:

- 2017 was a year to re-register animal feedlots for the 2018 to 2022 registration cycle. I started mailing the re-registration forms out on December 8, 2017 (majority of the county's animal feedlot owners were mailed a re-registration form between December 8, 2017 and January 17, 2018). The re-registration packet consisted of a cover letter, a blank registration form, and a copy of the last registration.
 - As of March 22, 2018,
 - 194 re-registration packets have been mailed
 - 150 registrations have been received
 - All 150 registrations have been emailed to the MPCA for entry into the Tempo database.
 - On March 12, 13, and 22, 2018, 24 feedlot owners were mailed a second packet.
 - 2017 Inspections
 - Six facility compliance inspections were conducted
 - Three animal feedlot facilities located in shoreland
 - One facility between 100 and 299 animal units
 - Two facilities over 300 animal units

- Six construction inspections were conducted at two separate facilities
 - Both facilities over 300 animal units
- One land application of manure inspection was conducted
 - Facility over 300 animal units
- I was only able to count inspections entered into MPCA's Tempo database as of March 1, 2018 on the county's annual feedlot report, which were two facility inspections and the construction inspections.
- 2017 permit applications
 - There were three animal feedlot permit applications received in 2017.
 - There were three public meetings held by the County (all three required a Conditional Use Permit).
 - Only one animal feedlot permit application could be counted on the annual report because the other two permit applications met the requirement for a either National Pollutant Discharge Elimination System or State Disposal System Permit because of the amount of livestock or animal units proposed to be housed on-site.

Minnesota Pollution Control Agency Feedlot Program
2017 County Feedlot Officer (CFO) Annual Report
 (Data for the Period: January 1, 2017 - December 31, 2017)
 Revised December 2017

County:	Le Sueur				
Contact Person:	Amy Beatty				
Phone Number:	507-357-8203				
E-Mail Address:	abeatty@co.le-sueur.mn.us				
Signature:	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border-bottom: 1px solid black; width: 60%;"></div> <div style="text-align: center;">(Signature of County Board Commissioner)</div> <div style="border-bottom: 1px solid black; width: 20%;"></div> <div style="text-align: center;">(Date)</div> </div>				
All data must be entered in accordance with the Annual CFO Report Guidance Document.					
<i>Except where identified, this report addresses non-CAFO/NPDES/SDS sites required by 7020 to be registered.</i>					
			County Number		
			Previous Numbers		
REGISTRATION					
Lines 1-5 are for information purposes only	1	Feedlots in shoreland with 10 - 49 AU:	11	11	
	2	Feedlots with 50 - 299 AU:	100	100	
	3	Non-CAFO/NPDES/SDS ≥ 300 AU:	51	51	
	3a	CAFOs without NPDES or SDS permits 300-999 AU ("Gap Sites")	0	---	
	4	Feedlots with NPDES/SDS permits:	10	10	
	5	Total - Feedlots required to be registered:	172	172	
Total - Feedlots Eligible for Funding (FROM AGENCY BASE GRANT AWARD NUMBER)			172		
PRODUCTION SITE INSPECTIONS (compliance or construction)			Number		
	6	Feedlots inspected in shoreland with 10 - 49 AU:	0		
	7	Feedlots inspected with 50 - 299 AU:	1		
	8	Non-CAFO/NPDES/SDS ≥ 300 AU inspected:	3		
	9	Total - Non-CAFO/NPDES/SDS Feedlots inspected required to be registered: FYI → 7%= 13	4		
	10	CAFO/NPDES/SDS sites inspected:	0		
	11	Inspected Feedlots non-compliant with water quality discharge standards:	0		
LAND APPLICATION INSPECTIONS			Number		
Non-CAFO and non-NPDES/SDS	12	Feedlots ≥ 100 AU where Level 1 land app was conducted:	0		
	13	Feedlots ≥ 100 AU where Level 1 land app result was non compliant:	0		
	14	Site ≥ 300 AU (or ≥100 AU in DWSMA) where Level 2 land app was conducted:	0		
	15	Feedlots from Line 14 where only a Level 2 land app inspection was conducted:	0		
	16	Feedlots from Line 14 where Level 2 land app result was non compliant:	0		
	17	Feedlots ≥ 100 AU where Level 3 land app was conducted:	0		
	18	Feedlots from Line 17 where only a Level 3 land app inspection was conducted:	0		
	19	Feedlots ≥ 100 AU where Level 3 land app result was non compliant:	0		
SPECIALTY INSPECTIONS			Number	PC	PC Total
Non-CAFO and non-NPDES/SDS	20	How many from Line 9 are construction only (Line 9 - # of compliance insp):	2	---	---
	21	Sites with multiple inspections where at least one was a construction insp:	2	0.5	1
	22	Feedlots inspected that are located in shoreland and/or DWSMA:	1	---	---
	23	Complaint inspections at sites required to be registered:	0	---	---
	24	Complaint inspections at sites NOT required to be registered:	0	---	---
	25	On-site assistance inspections:	0	---	---
INSPECTION TYPE (Performance Credit Eligible)			Number	PC	PC Total
Based on Number of Sites Inspected by Type	26	Compliance Inspections at non-CAFO/NPDES/SDS sites:	2	1.5	0
	27	Construction only Inspections at non-CAFO/NPDES/SDS sites (to meet 7% min):	2	1	0
	28	Complaint Inspections (any size site):	0	0.5	
	29	Level 2 Land Application Inspections at non-CAFO/NPDES/SDS sites:	0	3	0
	30	Level 3 Land Application Inspections at non-CAFO/NPDES/SDS sites:	0	0.5	0
	31	CAFOs or feedlots with NPDES/SDS permits inspected:	0	0.5	
	32	Inspection Type Performance Credit Total: (Questions 26-31)			0.00

All data must be entered in accordance with the Annual CFO Report Guidance Document.					
Except where identified, this report addresses non-CAFO/NPDES/SDS sites required by 7020 to be registered.					
PERMITTING			Number	PC	PC Total
	33	30-day construction or expansion notifications received:	1	---	---
	34	Interim Permits Issued or Modified:	0	2	0
	35	Construction Short-Form Permits Issued or Modified at Sites ≥ 300 AU:	1	1	1
	36	Public meetings held for construction or expansion to ≥ 500 AU:	1	---	---
EMERGENCY RESPONSE (any size site)			Number	PC	PC Total
	37	Events where emergency response was conducted: (on-site visit)	0	2	0
PRODUCTION SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)			Number	PC	PC Total
	38	Feedlots where a partial environmental upgrade was achieved:	0	---	---
	39	Feedlots where a complete environmental upgrade was achieved:	0	6	0
LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)					Number
Non-CAFO and non-NPDES/SDS	40	Feedlots ≥ 100 AU where Level 1 land app non-compliance was returned to compliance:	0		
	41	Feedlots ≥ 300 AU (or ≥ 100 AU located in a DWSMA) where Level 2 land app non-compliance was returned to compliance:	0		
	42	Feedlots ≥ 100 AU where Level 3 land app non-compliance was resolved:	0		
OWNER ASSISTANCE			Number	PC	PC Total
Describe on Supplemental Form	43	Workshops or trainings hosted and/or co-sponsored by the CFO:	0	2	0
	44	Number of feedlot owners attending events in line 43:	0	---	---
	45	Number of mailings to feedlot owners:	1	---	---
	46	Feedlot articles placed in newspapers:	0	---	---
STAFFING LEVEL AND TRAINING					Number
	47	FTEs - (Full Time Equivalents) supplied by the CFO(s):	1		
	48	FTEs supplied by other county staff, including administrative and support staff assigned by the county to the feedlot program:	0		
	49	FTEs supplied through contract with other local government units:	0		
	50	Total Number of FTE positions that supported county program:	1		
	51	CFO - training hours: (Enter total training hours earned)	25.25		
ENVIRONMENTAL REVIEW (EAW)			Number	PC	PC Total
	52	EAW petitions received:	0	---	---
	53	EAWs prepared by county:	0	4	0
AIR QUALITY NOTIFICATIONS					Number
	54	Notifications received claiming air quality exemptions:	17		
ENFORCEMENT ACTIONS					Number
Describe on Supplemental Form	55	Letters of Warning (LOW) issued:	0		
	56	Notices of Violation (NOV) issued:	0		
	57	Court actions commenced:	0		
OTHER PROGRAM ACTIVITIES			Number	PC	PC Total
Describe on Supplemental Form	58	Feedlots where a MinnFARM was conducted:	0	1	0
	59	Hours mentoring New CFOs:	0	0.25	0
	60	CFO presentations at informational or producer groups: (per event)	1	1	1
	61	Meetings with other local government and producer groups:	0	---	---
	62	Feedlot Ordinance Revisions:	0	---	---
TOTAL PERFORMANCE CREDITS					0.00

Minnesota Pollution Control Agency Feedlot Program

2017 Annual County Feedlot Officer Report Supplemental Information Page

January 1, 2017 – December 31, 2017

County Name:

Le Sueur County

Work Plan Inspection Goals

Please describe the progress made in meeting your 2017 work plan inspection goals. You must provide quantitative results for each inspection production site and land application goal listed in your work plan.

From the 2016-2017 Le Sueur County Feedlot Work Plan

Strategy Goal	Inspection Goal 2017*
<i>Conduct facility compliance inspections at sites required to be registered that have never been inspected (all feedlots are in the MN River or Cannon River watersheds – WRAPS started for Cannon River).</i>	12
<i>Conduct a Level II land application inspection at all facility compliance inspections that are 300+ AU.</i>	3
<i>Conduct Level I land application inspection at all facility compliance inspections that are 100 to 299 AU.</i>	4
<i>Conduct Level III land application inspections at a variety of locations, types (solid and manure), and species (poultry, beef, dairy, and swine); will randomly inspect owners that call in for air quality exemptions and will random drive the county-side in spring and fall to view land application.</i>	8
<i>Conduct facility compliance inspections at sites with OLA to view compliance.</i>	2
<i>If schedule allows, conduct inspections at sites that were previously inspected that were not keeping land application records.</i>	As time will allow
Total	17

Conducted 6 facility compliance inspections (1 site that had not been inspected in the past 15 years); conducted 1 Level II land application inspection (300+ animal unit swine site); and conducted construction inspections at 2 – 300+ animal unit sites.

Owner Assistance

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

- Workshops or trainings hosted and/or co-sponsored by the county feedlot officer (CFO):
None
- Newsletters/direct mailings sent to feedlot owners:
1 – letter to all NPDES feedlot permit holders regarding the annual report
8 – letters to county property owners regarding allowable animal units on a property
- Feedlot articles placed in local newspapers:
None
- Other information and outreach activities not identified above:
None

Staffing Level and Training

Please list the training events each CFO attended. Include the date and number of continuing education units (CEUs) for each event.

Date	Training	Hours	CEU
1/11/2017	WebEx - Annual CFO Report Form	1:19	1.25
3/22/2017	WebEx - Tempo data entry review	1:06	1
4/11, 12, 13/17	MACFO Conference		13
4/19/2017	WebEx - Tempo business processes	1:02	1
7/25/2017	Webex - Tempo return to Compliance	0:28	0.5
8/24/2018	Regional meeting - Owatonna		4
11/15/2017	Webex- CFO Toolbox revisions	0:30	0.5
12/6/2018	Regional meeting - Owatonna		4
	Total		25.25

Feedlot Enforcement Actions

Please describe any enforcement actions (LOW, NOV, court actions) conducted.
None

Other Program Activities

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

None

Please list mentorship documentation.

None

Please list any meetings, including dates, which were attended with local units of government and producer groups (SWCD, NRCS, Minnesota Extension Service, Dairy Inspectors, Minnesota Pork Producers, Minnesota Dairy Association, Minnesota Cattlemen's Association).

2/7/2016 – invited and attended Le Sueur County Cattlemen's 2016 Annual Meeting

Please describe any feedlot ordinance revision and/or adoption proceedings.

None

Please list any county feedlot program activities conducted not identified in this form.

None

2017 MPCA County Feedlot Financial Report				
The county may show all county expenditures beyond the required match.				
		Revised 12/11/17		
County	Le Sueur			
County Feedlot Officer	Amy Beatty	507-357-8203		
	NAME	PHONE		
	Budgeted	Spent	Balance Remaining	
2016 Carryover	0	0	0	
Grant Award Amount	\$ 17,437.00	\$ 17,437.00	0	
Required Match Amount	\$ 12,117.00	\$ 35,100.00	-22983	
2016 Performance Credits (Rec'd in 2017)	\$ 318.00	\$ 318.00	0	
TOTAL	\$ 29,872.00	\$ 52,855.00	-22983	
Activity	Spent			
Complaint Response	\$ 2,000.00			
Inspections & Compliance	\$ 5,000.00			
Owner Assistance	\$ 3,000.00			
Permitting	\$ 5,500.00			
Registration/Inventories	\$ 3,500.00			
Training/Conferences	\$ 3,500.00			
Administration	\$ 28,028.66			
Other (explain)				
Choose Row 24 or 26 when entering Overhead costs. If Overhead is figured into CFO's salary which is in turn figured into program activity costs above, state that here -> and do not enter Overhead costs in Row 24 or 26.	Example: Overhead is figured into salary. Program activities include overhead.			
Overhead Lump Sum (If you do not break down overhead expenses but track them in a lump some or in	Spent			
	\$ 1,700.00			
Overhead Broken Down (If you break down overhead expenses please enter amount spent for each.)	Spent			
Office (lease, utilities, furniture, insurance, etc.)	\$ -			
Vehicle (lease, fuel, mtnc., etc.)	\$ -			
Supplies (computer, internet, phone, copier, fax, paper, postage,	\$ -			
Other (explain)	\$ -			
Reasearch fees	\$ -			
2017 MACFO Dues	\$ 100.00			
2017 MACFO Conference	\$ 200.00			
2017 MACFO Conference Hotel	\$ 326.34			
TOTAL	\$52,855.00			
Employee Name	FTE	Grant Salary Expense (includes insurance/benefits)		
Amy Beatty	1	\$ 52,855.00 (feedlot is 48% of 2017 wages)		
TOTAL	1	\$ 52,855.00		

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



Le Sueur County, MN

Tuesday, March 27, 2018

Board Meeting

Item 4

9:35 a.m. Brett Mason, Sheriff (5 min)

RE: Boat and Water Grant

Staff Contact:



Le Sueur County, MN

Tuesday, March 27, 2018

Board Meeting

Item 5

9:40 a.m. Human Resources (10 min)

Staff Contact:



Human Resources

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

HUMAN RESOURCES AGENDA ITEMS March 27, 2018

Recommendation to hire Bill Collins, temporary Building and Grounds Worker in the Building and Maintenance Department, Grade 3, Step 4 at \$17.10 per hour to a part time Building and Grounds Worker in the Building and Maintenance Department, Grade 3, Step 4 at \$17.10 per hour.

Recommendation to hire Karen Fraser as a full time Office Support Specialist in Human Services, as a Grade 3, Step 4 at \$17.10 per hour, effective April 2, 2018.

Recommendation to hire Payton Shook as a full time Office Support Specialist in Human Services, as a Grade 3, Step 4 at \$17.10 per hour, effective April 2, 2018.

Recommendation to promote Abby Beer, full time Public Health Lead Worker, Grade 12, Step 11 at \$38.64 per hour to a Public Health Lead Worker II, Grade 13, Step 11 at \$40.95 per hour effective the next pay period.

Recommendation to approve a personal leave request from Jennifer Wetzel, Administrative Assistant in the Attorney's Office, effective March 23, 2018.

Recommendation to set the 2018 wages for Nick Greenig, Chief Deputy Sheriff in the Sheriff's Office, from \$42.64 per hour to \$44.78 per hour, effective the first pay period in January 2018.

Recommendation to set the 2018 salaries, pursuant to Minnesota Statute 386.015, for the following Le Sueur County elected officials:

County Attorney -	\$103,716.31
County Sheriff -	\$115,013.15
County Auditor-Treasurer -	\$102,270.53
County Recorder -	\$73,539.53

Recommendation to approve the request from employee 1912 to receive donated vacation and comp time hours and to request donation of vacation and comp time hours from county employees.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, March 27, 2018

Board Meeting

Item 6

9:50 a.m. Darrell Pettis, County Administrator

RE: Funding of Expert Witnesses, Transcripts, Interpreters, etc. pursuant to Minnesota Statute 611.21

Staff Contact:



STATE OF MINNESOTA
BOARD OF PUBLIC DEFENSE
FIRST JUDICIAL DISTRICT
Steve Holmgren, Chief Public Defender

www.pubdef.state.mn.us

Steve Holmgren
Chief Public Defender

919 Vermillion St, Suite 200
Hastings, MN 55033
Office: 651-539-1029

March 20, 2018

The Honorable Kathryn D. Messerich
Chief Judge, 1st Judicial District
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033

Re: Funding of Expert Witnesses, Transcripts, Interpreters, etc. pursuant to
Minnesota Statute 611.21

Dear Judge Messerich:

I am writing to inform you that my office has now exhausted our funding for expert witnesses, transcripts, interpreters, medical records and other services necessary for an adequate defense. We will therefore resume petitioning for payment of these expenses pursuant to Minnesota Statute 611.21. This will be necessary until our new fiscal year begins on July 1, 2018.

Unless you prefer that we use a different procedure, I will again require that public defenders contact me before making a Minnesota Statute 611.21 request. If I agree that their request is appropriate, I will provide the defender with an *Ex Parte Application for Minnesota Statute 611.21 Funds* containing my signature, and stating that my office no longer has funds available for the requested expense. I will also provide the defender with a proposed *Minnesota Statute 611.21 Order*. The defender assigned to the case will then approach the court and provide such case specific information as the court may require to show that the requested service is necessary for an adequate defense.

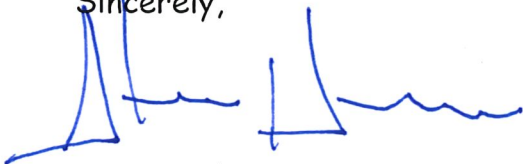
As in the past, we will make requests for funding of \$1000 or less to the judge assigned to the case. It is my understanding that if no specific judge has been assigned to a case, requests for funding of \$1000 or less may be presented to any judge chambered in the

county where the case originated. Requests for funding exceeding \$1000 will be made directly to you, or to Assistant Chief Judge Knutson if you are unavailable.

Please let me know if you have any questions, concerns, or if you would like us to use a different procedure.

I regret the inconvenience this will cause to everyone involved.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Holmgren". The signature is stylized with a large initial "S" and a long horizontal stroke.

Steve Holmgren
Chief Public Defender
1st Judicial District
Email: steve.holmgren@pubdef.state.mn.us
Telephone: 651-539-1029



Le Sueur County, MN

Tuesday, March 27, 2018

Board Meeting

Item 7

Commissioner Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, March 27, 2018

Board Meeting

Item 8

Future Meetings

Staff Contact:

Future Meetings March – May 2018

March 2018

Tuesday, March 20 **Board Meeting, 9:00 a.m.**

Tuesday, March 27 **Board Meeting, 9:00 a.m.**

April 2018

Tuesday, April 3 **Board Meeting, 9:00 a.m.**
 ***CHB Meeting in Waterville, 1:00 p.m.**

Tuesday, April 10 **9:00 a.m. Informational Meeting for Le Sueur County Ditches (LCD) 16, 26, 28, 37, 41, 43, 44, 48, 60, 61, and 65 in the Commissioners' Room.**

Thursday, April 12 **P&Z Meeting, 7:00 p.m. at Environmental Services**

Tuesday, April 17 **Board Meeting, 9:00 a.m.**

Thursday, April 19 **Board of Adjustment Meeting, 3:00 p.m. at Environmental Services**

Tuesday, April 24 **Board Meeting, 9:00 a.m. (location to be determined)**
 ***Justice Center Bid Package #2**

May 2018

Tuesday, May 1 **Board Meeting, 9:00 a.m.**

Thursday, May 10 **P&Z Meeting, 7:00 p.m. at Environmental Services**

Tuesday, May 15 **Board Meeting, 9:00 a.m.**

Thursday, May 17 **Board of Adjustment Meeting, 3:00 p.m. at Environmental Services**

Tuesday, May 22 **Board Meeting, 9:00 a.m.**

Monday, May 28 **Offices Closed for Memorial Day**