
Le Sueur County, MN

Tuesday, August 19, 2014

Board Meeting

Item 9

11:00 am Darrell Pettis Administrator / Engineer

RE: 2015 MPCA Feedlot Performance Grant Agreement

RE: Tyrone Twp Bridge Bid Opening

RE: German Jefferson Sewer District Proposal

RE: Childhood Cancer Awareness Month Resolution

RE: FEMA

RE: Other

RE: Old Waterville County Shop Leak Site Closure

RE: Miscellaneous

Staff Contact:



**FY 2015 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
MPCA COUNTY FEEDLOT PERFORMANCE GRANT AGREEMENT**

Vendor:	0000197299	VN#:	
PO#:	3000004846	Date Paid:	

Amount	Account Code	Fund Code	FinDept ID	Approp ID	FY	Appropriation Description
\$2,035	441302	2001	R9P32FDC	R9PFDL3	2015	MPCA Feedlot Performance

For BWSR Use Only

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Le Sueur County, Treasurer LeCenter Minnesota 56057.**

<i>This grant is for the following Grant Programs :</i>		
P15-4740	2015 - MPCA Feedlot Performance (Le Sueur County)	\$2,035

Total Grant Awarded: \$2,035

Recitals

1. The Laws of Minnesota 2013, Chapter 114, Article 3, Sec. 3, Subd. 2, appropriated funds for the County Feedlot Permit Program.
2. Funds appropriated to the MPCA were transferred to the BWSR by Interagency Agreement No. 66071.
3. Minnesota Statutes 103B.101, subd. 9 (1), and 103B.3369, subd. 5, authorize the Board to award grants.
4. Minnesota Statutes 116.0711, subd. 2 establishes the disbursement of these funds.
5. A Grantee must meet the criteria established by statute, the Board, and MPCA to be eligible to receive these grant funds.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.
7. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is David Weirens, BWSR Acting Assistant Director, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-3432, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is **Lauren Klement, Environmental Resources Specialist**
88 South Park Avenue
Le Center MN 56057-1600
507-357-8540

If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** The date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant contract: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue; 15. Intellectual Property Rights.

2 Terms of Payment

- 2.1. Payment of the grant amount stated above will be made in one installment by the Board promptly after the effective date of this grant agreement.
- 2.2 The Board must consult with the approving authority before granting an amendment to the grant agreement, or a component thereof.
- 2.3 The obligation of the State under this grant agreement will not exceed the amount stated above.

3 Conditions of Payment

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

4 Assignment, Amendments, and Waiver

- 4.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 4.2 **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 4.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

5 Liability

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

6 State Audits

- 6.1 Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.
- 6.2 The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant and match funds.
- 6.3 The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

7 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. § 13.08 apply to the

release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State.

8 Workers' Compensation

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

9 Governing Law, Jurisdiction, and Venue

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

10 Termination

The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

11 Data Disclosure

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

12 Prevailing Wage

It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which state prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these state funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Le Sueur County

Board Of Water and Soil Resources

BY: _____
TITLE: _____
DATED: _____

BY: _____
TITLE: Acting Assistant Director
DATED: _____

August 5, 2014

Mr. Darrell Pettis
Le Sueur County
88 South Park Ave.
Le Center, MN 56057

RE: German-Jefferson Subordinate Sewer District – Scope of Work for Sanitary Sewer Feasibility Study

Dear Mr. Pettis,

We submit this letter as a proposal and scope of work to complete a feasibility study to serve the German-Jefferson Subordinate District with sanitary sewer. We appreciate this opportunity, and know Wenck's history with area and the existing treatment system inspections will bring value throughout this study. Past studies indicate that alternative local treatment options may be feasible, and could show to be less expensive than providing collection systems to isolated areas within the district.

Project Understanding

The German-Jefferson Subordinate District was formed in response to failing septic systems within the district that may be negatively impacting the chain of lakes. Through various studies, it has been determined that a large percentage of existing systems are non-compliant. Due to inadequate availability of land and inadequate existing soils in some cases, alternative options for onsite sewer treatment are necessary.

Le Sueur County has taken the lead in establishing the sewer district and providing the most economical solution to the sewer treatment needs. Feasibility studies have been conducted previously, but were not acted on. There have since been additional options that have become available, and the County is now looking to re-evaluate the options.

It is Wenck's understanding that the City of St. Peter and the City of Cleveland shared that they potentially have capacity to receive some, if not all, the flows from the district and are willing to move forward in discussing alternatives.

Expected Scope and Tasks

Wenck will provide a final deliverable consisting of a Sanitary Sewer Feasibility Study recommending the most economical combination of collection and local treatment to address the existing non-compliance issues within the district. The properties included in the report are those that are existing residential with a home located within XXX feet of one of the lakes in the district. The study will assume XX percent growth among the undeveloped properties. We anticipate the following alternatives to be included in the Feasibility Study:

- Provide a regional collection system to the entire sewer district. Options include:
 - Collection piping options.
 - Pressure
 - Gravity
 - Pumping sewer to the City of St. Peter
 - Pumping sewer to the City of Cleveland
- Provide a combination of regional collection system listed above along with, cluster and onsite systems to serve the entire district.
 - Identify property options for cluster site locations.

Each alternative would include the evaluation of:

- Provide costs, figures, and feasibility of each alternative.
- Preliminary assessment roll for properties included in the alternative.

To complete the Feasibility Study, we anticipate the following work will be completed:

Regional Collection System

- Review previous collection system layout, topography and sewer sheds.
- Update collection system layout
- Update collection system costs
- Identify lift station areas and approximate sizes.

Discharge to Treatment Sites

- Analyze routing and associated costs for pumping to both the City of St. Peter and the City of Cleveland.
- Cost estimate for collection system and treatment fees and costs

Alternative Treatment

- Cluster Systems
 - Review past study information for cluster option feasibility in areas
 - Show layout for feasible cluster options
 - Estimated costs for cluster systems
 - Cost/benefit comparison for clusters vs regional collection
- Onsite System
 - Review past study information for onsite option feasibility in areas
 - Show locations for feasible onsite options
 - Estimated costs for onsite systems
 - Cost/benefit comparison for onsite vs clusters vs regional collection

Preliminary Assessment Roll

- Review assessment options with the County

Deliverable

- Assemble information into draft report.
- Review draft report with County and District and revise.
- Complete final Feasibility Study.
- Present Feasibility Study to District residents.

Budget

Below is a table identifying estimated costs to complete the feasibility study as outlined above.

Task	Estimated Cost
Regional Collection System	\$12,075.00
Discharge to Treatment Sites	\$11,225.00
Alternative Treatment	\$2,600.00
Preliminary Assessment Roll	\$9,080.00
Deliverable	\$16,725.00
Total Estimated Cost	\$52,805.00

Schedule

Wenck is available to begin the feasibility study immediately. It is estimated the report require 8 weeks to complete.

Should you have any questions, or need clarification of anything presented in this proposal, please do not hesitate to call me at (763) 479-5121 or Mr. Jared Ward at (763) 479-5126.

Sincerely,

WENCK ASSOCIATES, INC.

Peter G. Miller
Principal

ACCEPTED BY:

by

Its

(Date)

Childhood Cancer Awareness Month

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in more than 15,000 of our country's young people each and every year.

WHEREAS, one in five of our nation's children loses his or her battle with cancer. Many infants, children and teens will suffer from long-term effects of comprehensive treatment, including secondary cancers; and

WHEREAS, founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at University of Minnesota Amplatz Children's Hospital in Minneapolis, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award ceremonies and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW THEREFORE BE IT PROCLAIMED BY THE LE SUEUR COUNTY BOARD OF COMMISSIONERS the month of September as Childhood Cancer Awareness Month.