



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
LE SUEUR COUNTY COURTHOUSE, COURTROOM A
April 21, 2015**

1. **Board Meeting will be held at the Courthouse, second floor, Courtroom A**

2. **9:00 a.m. Agenda and Consent Agenda**
RE: April 7, 2015 Minutes and Summary Minutes
RE: 3.2 License St. Thomas Sportsmen
RE: CD #54 Repair Request

3. **9:05 a.m. Claims (10 min)**

4. **9:15 a.m. Human Services**

5. **10:15 a.m. Kathy Brockway, PZ Administrator (5 minutes)**
Request for Action- 2 CUP's Beaver Dam Resort, Genesis Growing Solutions

6. **10:20 a.m. Dave Scheiber (10 min)**
RE: Ottawa Area Environmental Concerns

7. **10:30 a.m. Dave Tiegs (10 min)**
RE: Ag Tractor Lease
RE: 2015 Water Safety Grant Agreement

8. **10:40 a.m. Cindy Shaughnessy, Ann Traxler, Amy Beatty, Brad Krier (10 min)**

Update on Bird Flu (Avian Influenza H5N2)

9. **10:50 a.m. Jim McMillen (5 min)**
RE: Truck Bids
10. **10:55 a.m. Human Resources (5 min.)**
11. **11:00 a.m. Don Reak**
RE: Lake Washington Petty Cash Fund
12. **11:05 a.m. Jim Goltart**
RE: Distribution of Memorial Day funds
13. **Future Meetings**
14. **Board Meeting ends at 11:00 am for Commissioners to attend videoconference at noon in Waseca.**



Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 1

**Board Meeting will be held at the Courthouse, second floor,
Courtroom A**

Staff Contact:



Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 2

9:00 a.m. Agenda and Consent Agenda

RE: April 7, 2015 Minutes and Summary Minutes

RE: 3.2 License St. Thomas Sportsmen

RE: CD #54 Repair Request

Staff Contact:

Summary Minutes of Le Sueur County Board of Commissioners Meeting, April 7, 2015

- 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.
- The Le Sueur County Board of Commissioners met in regular session on Tuesday, April 7, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlffing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.
- The Board approved the agenda for the business of the day. (Gliszinski-King)
- The Board approved the consent agenda: (Rohlffing-Connolly)
 - Approved the March 24, 2015 County Board Minutes and Summary Minutes
 - Approved the March 31, 2015 County Board Minutes and Summary Minutes
 - Approved CD # 21 Repair Request
 - Approved CD # 59 Repair Request
 - Approved CD # 43 Repair Request
- The following cases and claims were approved: (King-Rohlffing)
Soc Serv: \$ 98,429.76 and Financial: \$ 34,100.34
- The Board approved the three year copier contract with Metro Sales for one Ricoh Aficio 7001 copier and two Ricoh Aficio 4504 copiers with a copy cost of \$.005 each. The monthly lease rate is \$650 and maintenance cost is \$885 per quarter. (Rohlffing-King)
- Two bids for a PA system in the 4-H Building were received: Technical Solutions: \$ 4,385.00 And Connectors: \$ 5,105.00. The Board approved the Connectors bid in the amount of \$5,105.00. (King-Gliszinski)
- The Board approved to table the purchase of a 2015 Chevrolet Silverado from Thane Hawkins Polar Chevrolet, and requested that local bids be solicited and presented to the Board. (King-Rohlffing)
- The Board approved the use of funds already set aside for construction of the front steps of the Le Sueur County Courthouse to have a design drawn up by an engineer. (King-Rohlffing)
- The Board approved the recommendation to accept the retirement request from Paula Orcutt, full time Registered Nurse in Public Health, effective May 31, 2015. (Rohlffing-Connolly)
- The Board approved the recommendation to post and advertise for a full time Public Health Nurse in Public Health as a Grade 11, Step 1 at \$22.40 per hour. (Gliszinski-King)
- The Board approved the recommendation to accept the retirement request from Patricia Blaschko, part time Home Health Aide in Public Health, effective May 31, 2015. (Connolly-Rohlffing)
- The Board approved the recommendation to advertise for a part time Home Health Aide in Public Health as a Grade 2, Step 1 at 13.26 per hour. (Rohlffing-Gliszinski)
- The Board approved the recommendation to promote Connie Kopet, full time Chief Deputy Auditor-Treasurer, in the Auditor-Treasurer's Office, Grade 11, Step 5 at \$25.83 per hour to a Grade 12, Step 4 at \$26.42 per hour, effective April 13, 2015. (King-Connolly)
- The Board approved the recommendation to promote Sherri Simon, full time Deputy Auditor-Treasurer, Accounts Payable Specialist, in the Auditor-Treasurer's Office, Grade 7, Step 7 at \$21.94 per hour to a Deputy Auditor-Treasurer III – Accounts Payable/Records Management, Grade 9, Step 4 at \$22.18 per hour effective March 2, 2015. (Connolly-Gliszinski)
- On March 24, 2015, Le Sueur County received from the Minnesota Management and Budget the Notice of Pay Equity Compliance and has successfully met the requirements for the 2015 pay equity report.

- The Board approved and authorized the Chair to sign the following Order initiating Redetermination of Benefits and Appointing Viewers for County Ditch #16: (Rohlfing-King) WHEREAS, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 16, upon the request of landowners within the benefitted area of LCD 16, investigated whether conditions exist to warrant the redetermination of benefits of LCD 16; and WHEREAS, upon investigation, the Board has determined the following:
LCD 16 was established in 1901 and the current benefits roll reflects the benefitted and damaged properties and benefitted and damaged areas as determined in the original proceedings. Since the original determination of benefits and damages land uses and drainage practices have changed to accelerate and increase to flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of LCD 16. Since the original determination of benefits and damages additional lands, not previously determined to be benefitted have improved drainage to take advantage of LCD 16 as an outlet for drainage. Since the original determination of benefits and damages land values have substantially changed within the benefitted area of LCD 16. THEREFORE, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 16, finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values and the benefitted areas have changed.

ORDER

IT IS HEREBY ORDERED that a Redetermination of Benefits, pursuant to Minnesota Statutes 103E.351 is ordered to be completed and that Ron Ringquist, John Dotolo and Allen Kerber are appointed viewers to redetermine and report the benefits and damages for LCD 16.

- The Board approved the Construction and Materials Proposal from American Engineering Testing, Inc. for the Fifth Street (CSAH 3) SAP 40-603-025 Area Street and Utility Improvements. (Connolly-Gliszinski)
- On motion by King, seconded by Rohlfing and unanimously approved, the Board approved the Pumpkin Hill Right of Way Plat #1. (King-Rohlfing)
- The Board approved the CSAH 3 SAP 40-603-025 Contract with S. M. Hentges. (Connolly-Rohlfing)
- At 10:00 a.m. the German-Jefferson Public Hearing was called to order. There were no comments from the public.
- The Board closed the Public Hearing at 10:10 a.m. (Gliszinski-Connolly)
- The Board approved to amend the Ordinance providing for the Inspection of Subsurface Sewage Treatment Systems within the German Jefferson Subordinate Service district. (King-Rohlfing)

| Warrant # | Vendor Name | Amount |
|-----------|-----------------------------------|--------------|
| 35461 | American Solutions for Business | \$ 2,577.52 |
| 35466 | Blue Earth Environmental Services | \$ 12,654.51 |
| 35467 | Bolton & Menk Inc. | \$ 57,570.33 |
| 35469 | Brock White Co. LLC | \$ 19,488.18 |
| 35475 | Christian, Keogh, Moran & King | \$ 2,448.00 |
| 35490 | FRSecure LLC | \$ 5,000.00 |
| 35500 | H & L Mesabi | \$ 7,659.67 |
| 35503 | I & S Group Inc. | \$ 5,025.00 |

| | | |
|-------|--|--------------|
| 35509 | Krentz Farms LLC | \$ 2,431.63 |
| 35515 | Le Sueur County Hwy Dept | \$ 4,521.17 |
| 35520 | MN Counties Computers Coop | \$ 14,733.63 |
| 35522 | MN Dept of Transportation | \$ 10,206.59 |
| 35530 | North Central International | \$ 2,194.54 |
| 35536 | Paragon Printing & Mailing Inc. | \$ 11,513.52 |
| 35541 | Regents of the University of Minnesota | \$ 27,729.99 |
| 35549 | S.E.H. Inc. | \$ 8,160.00 |
| 35551 | SHI International Corp. | \$ 7,016.34 |
| 35559 | Thomson Reuters | \$ 2,021.45 |
| 35562 | Topper's Plus Inc. | \$ 2,000.00 |
| 35570 | Waterford Oil Co. Inc. | \$ 12,339.14 |
| 94 | Claims paid less than \$2,000.00: | \$ 32,394.68 |
| 20 | Claims paid more than \$2,000.00: | \$217,291.21 |
| 114 | Total all claims paid: | \$249,685.89 |

•The Board adjourned until Tuesday April 21, 2015 at 9:00 a.m. (Connolly-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

Minutes of Le Sueur County Board of Commissioners Meeting April 7, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, April 7, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfsing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.

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

On motion by Rohlfsing, seconded by Connolly and unanimously approved, the Board approved the consent agenda:

- Approved the March 24, 2015 County Board Minutes and Summary Minutes
- Approved the March 31, 2015 County Board Minutes and Summary Minutes
- Approved CD # 21 Repair Request
- Approved CD # 59 Repair Request
- Approved CD # 43 Repair Request

On motion by King, seconded by Rohlfsing and unanimously approved, the following cases and claims were approved:

| | |
|------------|--------------|
| Soc Serv: | \$ 98,429.76 |
| Financial: | \$ 34,100.34 |

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

On motion by Rohlfsing, seconded by King and unanimously approved, the Board approved the three year copier contract with Metro Sales for one Ricoh Aficio 7001 copier and two Ricoh Aficio 4504 copiers with a copy cost of \$.005 each. The monthly lease rate is \$650 and maintenance cost is \$885 per quarter.

David Foley, U of MN Extension appeared before the Board with one item for consideration.

Two bids for a PA system in the 4-H Building were received:

| | |
|----------------------|-------------|
| Technical Solutions: | \$ 4,385.00 |
| Connectors: | \$ 5,105.00 |

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the Connectors bid in the amount of \$5,105.00.

Jim McMillen, Maintenance appeared before the Board with several items for discussion and approval.

On motion by King, seconded by Rohlfsing and unanimously approved, the Board approved to table the purchase of a 2015 Chevrolet Silverado from Thane Hawkins Polar Chevrolet, and requested that local bids be solicited and presented to the Board.

On motion by King, seconded by Rohlfling and unanimously approved, the Board approved the use of funds already set aside for construction of the front steps of the Le Sueur County Courthouse to have a design drawn up by an engineer.

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

On motion by Rohlfling, seconded by Connolly and unanimously approved, the Board approved the recommendation to accept the retirement request from Paula Orcutt, full time Registered Nurse in Public Health, effective May 31, 2015.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the recommendation to post and advertise for a full time Public Health Nurse in Public Health as a Grade 11, Step 1 at \$22.40 per hour.

On motion by Connolly, seconded by Rohlfling and unanimously approved, the Board approved the recommendation to accept the retirement request from Patricia Blaschko, part time Home Health Aide in Public Health, effective May 31, 2015.

On motion by Rohlfling, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to advertise for a part time Home Health Aide in Public Health as a Grade 2, Step 1 at 13.26 per hour.

On motion by King, seconded by Connolly and unanimously approved, the Board approved the recommendation to promote Connie Kopet, full time Chief Deputy Auditor-Treasurer, in the Auditor-Treasurer's Office, Grade 11, Step 5 at \$25.83 per hour to a Grade 12, Step 4 at \$26.42 per hour, effective April 13, 2015.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to promote Sherri Simon, full time Deputy Auditor-Treasurer, Accounts Payable Specialist, in the Auditor-Treasurer's Office, Grade 7, Step 7 at \$21.94 per hour to a Deputy Auditor-Treasurer III – Accounts Payable/Records Management, Grade 9, Step 4 at \$22.18 per hour effective March 2, 2015.

On March 24, 2015, Le Sueur County received from the Minnesota Management and Budget the Notice of Pay Equity Compliance and has successfully met the requirements for the 2015 pay equity report.

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

On motion by Rohlfling, seconded by King and unanimously approved, the Board approved and authorized the Chair to sign the following Order initiating Redetermination of Benefits and Appointing Viewers for County Ditch #16:

WHEREAS, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 16, upon the request of landowners within the benefitted area of LCD 16, investigated whether conditions exist to warrant the redetermination of benefits of LCD 16; and

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

LCD 16 was established in 1901 and the current benefits roll reflects the benefitted and damaged properties and benefitted and damaged areas as determined in the original proceedings.

Since the original determination of benefits and damages land uses and drainage practices have changed to accelerate and increase to flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of LCD 16.

Since the original determination of benefits and damages additional lands, not previously determined to be benefitted have improved drainage to take advantage of LCD 16 as an outlet for drainage.

Since the original determination of benefits and damages land values have substantially changed within the benefitted area of LCD 16.

THEREFORE, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 16, finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values and the benefitted areas have changed.

ORDER

IT IS HEREBY ORDERED that a Redetermination of Benefits, pursuant to Minnesota Statutes 103E.351 is ordered to be completed and that Ron Ringquist, John Dotolo and Allen Kerber are appointed viewers to redetermine and report the benefits and damages for LCD 16.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the Construction and Materials Proposal from American Engineering Testing, Inc. for the Fifth Street (CSAH 3) SAP 40-603-025 Area Street and Utility Improvements.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved the Pumpkin Hill Right of Way Plat #1.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved the CSAH 3 SAP 40-603-025 Contract with S. M. Hentges.

At 10:00 a.m. the German-Jefferson Public Hearing was called to order. There were no comments from the public.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board closed the Public Hearing at 10:10 a.m.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to amend the Ordinance providing for the Inspection of Subsurface Sewage Treatment Systems within the German Jefferson Subordinate Service district.

| Warrant # | Vendor Name | Amount |
|------------------|--|---------------------|
| 35461 | American Solutions for Business | \$ 2,577.52 |
| 35466 | Blue Earth Environmental Services | \$ 12,654.51 |
| 35467 | Bolton & Menk Inc. | \$ 57,570.33 |
| 35469 | Brock White Co. LLC | \$ 19,488.18 |
| 35475 | Christian, Keogh, Moran & King | \$ 2,448.00 |
| 35490 | FRSecure LLC | \$ 5,000.00 |
| 35500 | H & L Mesabi | \$ 7,659.67 |
| 35503 | I & S Group Inc. | \$ 5,025.00 |
| 35509 | Krentz Farms LLC | \$ 2,431.63 |
| 35515 | Le Sueur County Hwy Dept | \$ 4,521.17 |
| 35520 | MN Counties Computers Coop | \$ 14,733.63 |
| 35522 | MN Dept of Transportation | \$ 10,206.59 |
| 35530 | North Central International | \$ 2,194.54 |
| 35536 | Paragon Printing & Mailing Inc. | \$ 11,513.52 |
| 35541 | Regents of the University of Minnesota | \$ 27,729.99 |
| 35549 | S.E.H. Inc. | \$ 8,160.00 |
| 35551 | SHI International Corp. | \$ 7,016.34 |
| 35559 | Thomson Reuters | \$ 2,021.45 |
| 35562 | Topper's Plus Inc. | \$ 2,000.00 |
| 35570 | Waterford Oil Co. Inc. | \$ 12,339.14 |
| 94 | Claims paid less than \$2,000.00: | \$ 32,394.68 |
| 20 | Claims paid more than \$2,000.00: | \$217,291.21 |
| 114 | Total all claims paid: | \$249,685.89 |

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday April 21, 2015 at 9:00 a.m.

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

STATE OF MINNESOTA
Combination Application for Retailer's (On-Sale) (Off Sale)
3.2 Percent Malt Liquor License

To the Le Sueur County Board of Commissioners, of the city, or
County of Le Sueur Name of licensing authority (county) (city)

I, St. Thomas Sportsmen Club, county of Le Sueur, State
town of Berryman, hereby make application for a Retailer's (On-sale) 3.2 Percent Malt
of Minnesota, liquor license under and pursuant to an ordinance (resolution) passed by city
Licenses License to sell such Malt Liquor and Chapter 340, Minnesota Statutes 1945, as amended, providing for licensing and regulating the
council, county board of Le Sueur and Chapter 340, Minnesota Statutes 1945, as amended, providing for licensing and regulating the
and sale of 3.2 percent malt liquor.

During the past five years, my residence has been as follows: 24847 St. Thomas Rd
PO Box 109
Le Sueur Mn 56058

I was born _____ at _____
Month Day Year City State or County

I am a (native) (naturalized) citizen of the United States.

I am _____ married. My (wife's) (husband's) name and address is _____

I am proprietor.

Firm was incorporated _____ in the state of _____

Corporation is authorized to do business in Minnesota.

License is for _____ (street) (highway) located as follows: _____

The license will be in connection with St. Thomas Sportsmen Club
Drug Store, Cafe, Restaurant, Hotel, Club

which has been in operation _____ Months _____ Years _____
45 _____

The establishment is located on the ground _____ floor.

The business premises are owned by St. Thomas Sportsman Club

The taxes on the property are not delinquent.

I am not engaged in the retail sale of intoxicating liquor.

I have not had an application for license rejected as follows: _____

I have never been convicted of a felony nor of violating any National or state liquor law or local ordinance relating to the manufacture, sale or transportation, or possession for sale or transportation of intoxicating liquor.

Gambling or gambling devices will not be permitted on the licensed premises.

I am the owner of the leasehold, furniture, fixtures, and equipment in the premises for which the license is applied, except _____

I have no intention or agreement to transfer the license to another person.

I submit the following names of persons, including a bank, for reference, with whom I have had business relations as follows: Cornel Stone State Bank, Taylor Steckwell

I, St. Thomas Sportsmen intend to engage in the sale of intoxicating liquor and will have a federal Occupational Tax Receipt:

in accordance with the ordinance governing this license. My Federal Tax Stamp Receipt is No. _____

I will comply strictly with the provisions of the ordinance relating to the sale of soft drinks for "mixing" purposes and will serve patrons in full view of the public.

I agree to waive my Constitutional Rights against search and seizure and will freely permit peace officers to inspect my premises and agree to the forfeiture of my license if found to have violated the provisions of the ordinance (resolution) providing for the granting of this license.

I hereby solemnly swear that the foregoing statements are true and correct to the best of my knowledge and that I agree to comply with all the provisions of the ordinance under which this license is granted.

Subscribed and sworn to before me this _____ day of _____, 192017
Sherril Simon Beall

NOTE: Licenses may be issued only to persons who are citizens of the United States and who are of good moral character and who have attained the age of 21 years and who are proprietors of the establishments for which the licenses are issued. Laws 1949, c. 700.



State of Minnesota,

County of Le Sueur

The undersigned, county attorney and sheriff of said county, hereby recommend the within application, it appearing to the best of our said knowledge that said applicant has not, within a period of five years prior to the date of this application, violated any law relating to the sale of 3.2 percent malt liquor or intoxicating liquor, and that in our judgment the applicant will comply with the laws and regulations relating to the conduct of said business.

Dated at 4-7-15, Minn. 2015

BTCS County Attorney Sheriff

State of Minnesota,

County of Le Sueur

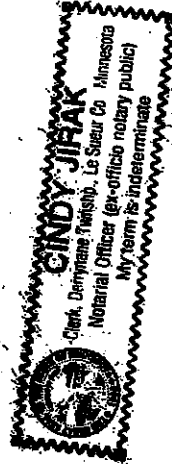
TOWN OF Derry name

It is hereby certified that the Town Board of the Town of Derry name in said County and State, by resolution on the 30th day of March, 19 2015 did consent to the issuance of the license applied for in the within application.

Dated March 30, 2015 THE TOWN BOARD OF THE TOWN OF

Attest Cindy Suck Town Clerk By James Krueger, Chairman

Note: No County Board shall issue license for sale in any Town without the consent of the Town Board of such Town, and no Town Board shall consent to the issuance of any license without the written recommendation of the County Attorney and the Sheriff.



State of Minnesota COUNTY OF APPLICATION OF J. Thomas Spitzman Retailer

For Premises License to Sell 3.2 Percent Malt Liquors

License granted, Expires, Filed

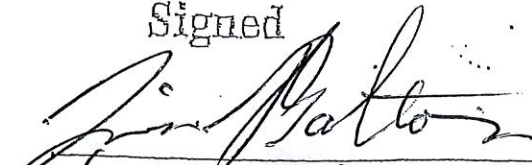
Miller/Davis Co., St. Paul, Minn.

REPAIR REQUEST

We, the undersigned land owners; do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 54 located in Section 34 Lanesburgh township(s).

Signed

Address & Phone No.


(Tim Bolton)

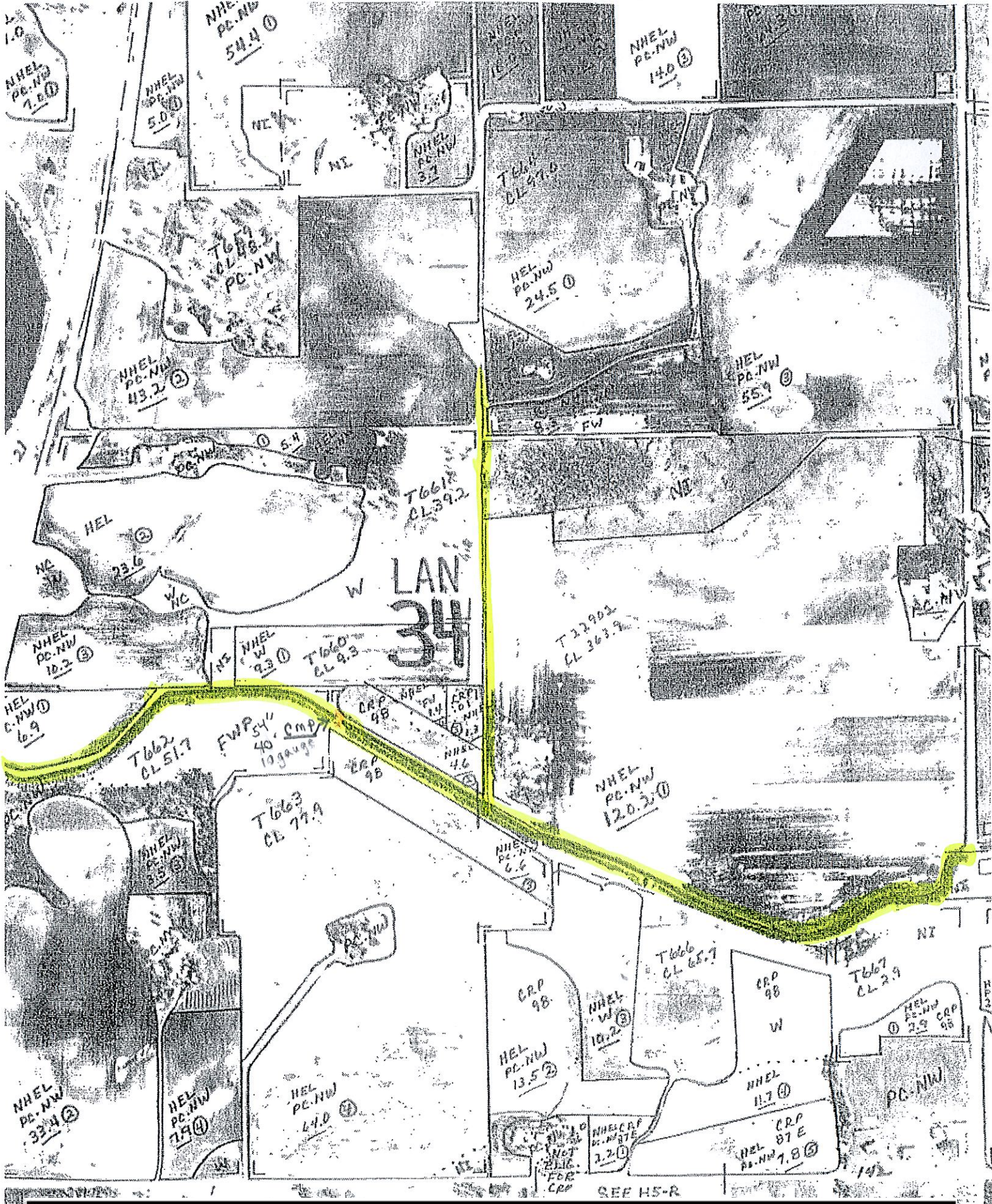
15303 Leander Lane, Montgomery

Date: 4-3-15

Description of problem: Ditch needs to be dug out. It is full of silt starting at 30 Road 3 and to the west.

Needs repair/cleanout.
Roger Ruhland 4-8, 15

| | | | |
|------------------|--------------------------|----------------------------|------------------------------------|
| T=Tract Number | ME=Multiple Tract Number | HEL=Highly Erodible Land | MW=Minimal Effect Wetland (Exempt) |
| V=Wetland | CW=Converted Wetland | NHEL=Non-Highly Erodible | MWC, MWM, MWR=See SWCD |
| W=Farmed Wetland | NA=Non-Agricultural | PC=Prior Converted Wetland | NC=Non-cropland |
| FW=Non-Wetland | AW=Artificial Wetland | ECW=Exempt (Commenced) CW | NJ=Non-inventoried |
| COUNTY | NOT TO SCALE | REPRODUCED | CROP YEAR |
| LE SUEUR | | 2001 | 2001 |
| | | | PHOTO NO |
| | | | H4-R |





Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 3

9:05 a.m. Claims (10 min)

Staff Contact:



Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 4

9:15 a.m. Human Services

Staff Contact:



Department of Human Services

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057-1646
507-357-2251 • FAX 507-357-6122

Human Services Board Agenda April 21st 2015 @ 9:15 a.m.

100- PRESENTATIONS/INFORMATION:

- 110: Legislative Updates
- 120: Civil Rights Training April 21st
- 130: Letter of commendation from DHS Commissioner Jesson
- 140: Letter from State on the review of Substance Abuse Prevention and Treatment Block Grant

200- CASELOAD DATA/REPORTS:

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

300- BOARD APPROVAL ITEMS:

- 310 - Advanced Billing Svc, LLC Contract (Health Plan Billing)
- 320 - Commissioner's Warrants



Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 5

10:15 a.m. Kathy Brockway, PZ Administrator (5 minutes)

Request for Action- 2 CUP's Beaver Dam Resort, Genesis Growing Solutions

Staff Contact:

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
88 SOUTH PARK AVE.
LE CENTER, MINNESOTA 56057
April 9, 2015

MEMBERS PRESENT: Don Reak, Jeanne Doheny, Don Rynda, Shirley Katzenmeyer, Steve Olson, Doug Krenik, Al Gehrke, Betty Bruzek, Pam Tietz

MEMBERS ABSENT: Chuck Retka

OTHERS PRESENT: Kathy Brockway, Commissioners

The meeting was called to order at 7:00 PM by Chairperson, Jeanne Doheny.

ITEM #1: BEAVER DAM RESORT, CLEVELAND, MN, (APPLICANT); CHARLES FENGER & BRIAN TIMM, SANBORN, MN (OWNERS): Request that the County grant a Conditional Use Permit to allow the applicant to operate a Tavern and an Off-Sale Liquor Store at an existing campground in a Recreational Commercial "RC" District on a Recreational Development "RD" lake, German Lake. Property is located in Government Lot 1, Section 5, Elysian Township.

Kathy Brockway presented power point presentation. Chuck Fenger and Brian Timm were present for application.

TOWNSHIP: Notified the township per the application process. DNR: No Comments
LETTERS: none.

PUBLIC COMMENT: Tom Christianson, landowner in the area, supports the application, will be a great asset to area. Ed Bisek, former landowner, bar/store has been part of the campground for over 65 years, supports the application.

Discussion was held regarding: 3/2 products to be sold, no patio area, several picnic tables, adequate parking, quiet hours for the campground, normal hours per licensing requirements.

Findings by majority roll call vote:

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. Agreed*
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. Agreed*
3. *Adequate utilities, access roads, drainage and other facilities are being provided. Agreed*
4. *Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use. Agreed*
5. *Adequate measures 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. Agreed*

Motion was made by Don Reak to approve the application as written. Seconded by Don Rynda. Motion approved. Motion carried.

ITEM #2: GENESIS GROWING SOLUTIONS, CLEVELAND, MN, (APPLICANT); GENESIS GROWING SOLUTIONS, CLEVELAND, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of 34,200 cubic yards of material for the construction of a containment berm, stormwater grading, & a filtration basin in an Industrial "I" District. Property is located in the W 1/2, Section 31, Lexington Township.

Kathy Brockway presented power point presentation Joe Spinler and Chris Baker were present for application.

TOWNSHIP: George Whipps, Lexington Township Board, township has no objections to the proposal.

CITY OF LE CENTER: Chris Collins, City Clerk/Administrator, City has no objections to the proposal.

DNR: N/A **LETTERS:** none

PUBLIC COMMENT: no comments

Discussion was held regarding: Improvement to the site by adding the stormwater ponds, drainage, Dept. of Ag requirements, gravel hauled in, all other material will be moved within the site, well and septic on site, 2 approved accesses from the State, business has be in operation at this location since the 70's.

Findings by majority roll call vote:

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. Agreed*
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. Agreed*
3. *Adequate utilities, access roads, drainage and other facilities are being provided. Agreed*
4. *Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use. Agreed*
5. *Adequate measures 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. Agreed*

Motion was made by Doug Krenik to approve the application as written. Seconded by Al Gehrke. Motion approved. Motion carried.

Motion was made by Al Gehrke to approve the minutes from the March 12, 2014 meeting by Seconded by Steve Olson. Motion approved. Motion carried.

Motion to adjourn meeting by Don Reak. Seconded by Shirley Katzenmeyer. Motion approved. Motion carried.

Meeting Adjourned.

Respectfully submitted,
Shirley Katzenmeyer
Kathy Brockway

*Tape of meeting is on file in the
Le Sueur County Environmental Services Office*

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
April 21, 2015

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS
FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
SUBJECT: "REQUEST FOR ACTION"

The Planning Commission recommends your action on the following items:

ITEM #1: BEAVER DAM RESORT, CLEVELAND, MN, (APPLICANT); CHARLES FENGER & BRIAN TIMM, SANBORN, MN (OWNERS): Request that the County grant a Conditional Use Permit to allow the applicant to operate a Tavern and an Off-Sale Liquor Store at an existing campground in a Recreational Commercial "RC" District on a Recreational Development "RD" lake, German Lake. Property is located in Government Lot 1, Section 5, Elysian 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 (see attached):

Therefore, the Planning Commission recommends approval of the application as written.

ITEM #2: GENESIS GROWING SOLUTIONS, CLEVELAND, MN, (APPLICANT); GENESIS GROWING SOLUTIONS, CLEVELAND, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of 34,200 cubic yards of material for the construction of a containment berm, stormwater grading, & a filtration basin in an Industrial "I" District. Property is located in the W 1/2, Section 31, Lexington 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 (see attached):

Therefore, the Planning Commission recommends approval of the application as written.

ACTION: ITEM #1: _____
 ITEM #2: _____

DATE: _____

COUNTY ADMINISTRATOR'S SIGNATURE: _____

FINDINGS OF FACT

WHEREAS, BEAVER DAM RESORT, CLEVELAND, MN, (APPLICANT); CHARLES FENGER & BRIAN TIMM, SANBORN, MN (OWNERS): has applied for a Conditional Use Permit to allow the applicant to operate a Tavern and an Off-Sale Liquor Store at an existing campground in a Recreational Commercial "RC" District on a Recreational Development "RD" lake, German Lake. Property is located in Government Lot 1, Section 5, Elysian Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on April 9, 2015, 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 are being provided.**
- 4. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**
- 5. Adequate measures 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.**

WHEREAS, On April 21, 2015, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners Approved/Denied the Conditional Use Permit application as requested by the **BEAVER DAM RESORT, CLEVELAND, MN, (APPLICANT); CHARLES FENGER & BRIAN TIMM, SANBORN, MN**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the April 21, 2015, 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 are being provided.**
- 4. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**

5. **Adequate measures 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.**

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 the applicant to operate a Tavern and an Off-Sale Liquor Store at an existing campground in a Recreational Commercial "RC" District on a Recreational Development "RD" lake, German Lake. Property is located in Government Lot 1, Section 5, Elysian Township is approved/denied.

ATTEST:

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

Darrell Pettis, Le Sueur County Administrator

DATE: _____

FINDINGS OF FACT

WHEREAS, GENESIS GROWING SOLUTIONS, CLEVELAND, MN, (APPLICANT); GENESIS GROWING SOLUTIONS, CLEVELAND, MN, (OWNER): has applied for a Conditional Use Permit to allow grading, excavating, and filling of 34,200 cubic yards of material for the construction of a containment berm, stormwater grading, & a filtration basin in an Industrial "I" District. Property is located in the W 1/2, Section 31, Lexington Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on April 9, 2015, 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 are being provided.**
- 4. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**
- 5. Adequate measures 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.**

WHEREAS, On April 21, 2015, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners Approved/Denied the Conditional Use Permit application as requested by the **GENESIS GROWING SOLUTIONS, CLEVELAND, MN, (APPLICANT); GENESIS GROWING SOLUTIONS, CLEVELAND, MN, (OWNER).**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the April 21, 2015, 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 are being provided.**
- 4. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**

5. **Adequate measures 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.**

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 the applicant grading, excavating , and filling of 34,200 cubic yards of material for the construction of a containment berm, stormwater grading, & a filtration basin in an Industrial "I" District. Property is located in the W 1/2, Section 31, Lexington Township is approved/denied.

ATTEST:

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

Darrell Pettis, Le Sueur County Administrator

DATE: _____



Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 6

10:20 a.m. Dave Scheiber (10 min)

RE: Ottawa Area Environmental Concerns

Staff Contact:



Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 7

10:30 a.m. Dave Tiegs (10 min)

RE: Ag Tractor Lease

RE: 2015 Water Safety Grant Agreement

Staff Contact:



JOHN DEERE

RENTAL AGREEMENT

Rental #

03325748

Original

| | | | | | | | | |
|-------------------|---------------------------|---|--------------|-------------------|-------------|--------------|--------------------|--------------|
| Name | LESSEE LE SUEUR COUNTY | DATE | Mar 31, 2015 | RENTAL TERM | BEGINS | May 01, 2015 | ENDS | Oct 01, 2015 |
| Street or RFD | 88 SOUTH PARK AVENUE | Purchaser Acct No | | Customer P.O. NO. | ACCOUNT NO. | 081738 | Government Bid No. | |
| City, ST Zip Code | LE CENTER, MN 56057 | LESSOR NAME AND ADDRESS WESTER RYAN B., AG POWER ENTERPRISES, INC. | | | | | | |
| Telephone Number | 507-357-8210 | 1051 Old Hwy 169 Blvd | | | | | | |
| Contact | | Belle Plaine, MN 56011 | | | | | | |

| | | |
|--|--|--------------------|
| Percentage of Rental Payments Applied to Purchase Option: 0.00 % Security Deposit : \$ 0.00 Maximum Hours No More Than : Per Day Maximum Hours No More Than : Per Week Maximum Hours No More Than : Per Month | = Estimated Rental Charge (Rental Rate x Estimated Rental Period) | \$ 7,500.00 |
| | + Itemized Fees | \$ 0.00 |
| | + Taxes | \$ 0.00 |
| | + Service Charge | \$ 0.00 |
| | + Additional Charges | \$ 0.00 |
| | = Additional Charges Subtotal | \$ 0.00 |
| | Total Rental Charge | \$ 7,500.00 |

Notes

Notes

EQUIPMENT WILL BE USED AT: (Name) (Address) Lessee will not remove the Equipment from this Location without written permission from Lessor.

(City) State/Province (ZIP Code) County (Phone Number)

| Doc Ref No. | Qty | Model | Size & Description of Equipment (Give Product Identification No.) | Hour Meter Reading | Min. Rental Guaranteed By Lessee | Present Value | % |
|---------------------------------------|-----|-----------------------|---|---------------------------|----------------------------------|---------------|---------------------|
| 08601270 | 1 | 6125R | 2014 JOHN DEERE 6125R Cab Tractor (1L06125RHEP817257) Stock # 71567 | 0 | \$ 4,500.00 | \$ 148,932 10 | 0.00 |
| | | | Rental Rate Per Hour 15.00 | Est. Rental Period 500.00 | | | |
| Primary Insurance Name and Address | | | | | | \$ 148,932 10 | TOTAL PRESENT VALUE |
| Secondary Insurance Name and Address | | | | | | | |
| Insurance Loss Payee Name and Address | | | | | | | |
| PURCHASER TYPE | | MARKET USE | | | | | |
| 4 Use County | | 49 Highways & Streets | | | | | |

| | |
|--|----------------|
| LESSEE(Customer) | LESSOR(Dealer) |
| | BY |
| THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE FOLLOWING PAGES HEREOF, ALL OF WHICH ARE HEREBY MADE A PART OF THIS RENTAL AGREEMENT. | |

Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-4047

Boat & Water Safety Unit
Division of Enforcement



January 20, 2015

Dear Sheriff or Designee:

The 2015 state boat and water safety grant allocations have been finalized. The 2015 grant agreement runs for 18 months - from January 1, 2015 - June 30, 2016. This will overlap six months each with the 2014 and 2016 state grants. In other words, you have an additional six months each year to expend your state grant funds. Yearly state program and fiscal reports will still continue to be done on a calendar year basis. Deadline for completed state grant forms is April 15, 2015, unless an extension is approved in writing by this office.

We continue the same level of documentation that is required for other DNR safety grant programs. Receipts need to be maintained for audit purposes at the county level for all expenditures. Individual receipts/invoices will need to be sent in with your reimbursement request for equipment or other items (excluding salary and fringe) costing \$5,000 or more.

As in past years, the 2015 grant is based on the legislative allocation of \$1,082,000 for the county boat and water safety grants (minus \$5,000 held back for search and rescue reimbursement to the counties). The grant is distributed as in the past (60% on prior year activities, 35% on boat use and 5% on special considerations).

If your grant decreased or increased significantly from last year, we have included a worksheet for each of the two years, so you may see the activity areas where there were differences.

As always, please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Deb Ethier'.

Deb Ethier
Grants Specialist
Boat and Water Safety
Phone: (651) 259-5361
Fax: (651) 297-3727
deb.ethier@state.mn.us

www.dnr.state.mn.us
AN EQUAL OPPORTUNITY EMPLOYER
PRINTED ON RECYCLED PAPER CONTAINING A MINIMUM OF 10% POST-CONSUMER WASTE



**2015 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract #: 88008

PO#: 3000069888

State Accounting Information:

| | | | | |
|--------------------------|----------------------------|--------------------------------|----------------------|---------------------------------|
| Dept. ID R29 | PC Bus. Unit R2901 | Fiscal Year 2015 | Source Type State | Vendor Number 0000197299-001 |
| Total Amount \$12,420 | Project ID R29G4CGSFY15 | Billing Location R297000221 | DUNS 052381993 | |

Accounting Distribution:

| | | | | | |
|--------------|---------------------------|-----------------------------|----------------------|-------------------|---------------------|
| Fund 2100 | Fin. Dept. ID R2937714 | Appropriation ID R297400 | Category 84101501 | Account 441302 | Activity A4CG002 |
|--------------|---------------------------|-----------------------------|----------------------|-------------------|---------------------|

| | |
|-------------------------------------|---------------------------------|
| Grant Begin Date January 1, 2015 | Grant End Date June 30, 2016 |
|-------------------------------------|---------------------------------|

Grantee Name and Address:

Le Sueur Co. Sheriff
88 S. Park Ave.
Le Center, MN 56057

**Payment Address:
(where DNR sends the check)**

Le Sueur Co. Treasurer
88 S. Park Ave.
Le Center, MN 56057

**2015 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Le Sueur Co. Sheriff, 88 S. Park Ave., Le Center, MN 56057 ("Grantee"). The payment address for this grant agreement is Le Sueur Co. Treasurer, 88 S. Park Ave., Le Center, MN 56057.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2015 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2015 grant expenditures incurred back to the effective date. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 **Expiration date:** June 30, 2016. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Twelve thousand four hundred twenty dollars (\$12,420).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Twelve thousand four hundred twenty dollars (\$12,420).

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this contract.
- (b) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title NA CFDA number _____ of the _____ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Rodmen Smith, Assistant Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5054, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the County Sheriff or designee. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments 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.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 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.

- 9 **State Audits**
Under Minnesota Statute § 16B.98, Subdivision 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.
- 10 **Government Data Practices and Intellectual Property**
10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, 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 Minnesota Statute § 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. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 11 **Workers' Compensation**
The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 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.
- 12 **Publicity and Endorsement**
12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 13 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14 **Termination**
14.1 **Termination by the State.** The State may immediately terminate this grant agreement 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.
14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:
a) It does not obtain funding from the Minnesota Legislature
b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15 **Data Disclosure**
Under Minnesota Statute § 270C.65, Subdivision 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.

16 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: Cheryl Sassi

Date: 1-15-15

SWIFT Contract # 88008

Purchase Order # 3000069888

2. GRANTEE:

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

By: [Signature]

Title: County Sheriff

Date: 4-8-2015

By: _____

Title: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Assistant Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

- 1. DNR - OMBS
- 2. Grantee - 2 (Sheriff's Office & Co. Board)
- 3. State's Authorized Representative



**ALLOWABLE EXPENDITURES UNDER THE 2015 STATE BOAT AND WATER SAFETY
PROGRAM TO COUNTIES**

GENERAL – All of the expenditures listed below must be directly related to the boat and water safety program. When personnel or equipment costs are split between other duties and boat and water safety, the percentage paid out of the boat and water safety account may not exceed the percentage of time the individual or piece of equipment is actually used for boat and water safety. Boat and water safety activities are those activities outlined in: 1) M.S. § Chapter 86B, 2) Minn. Rules - Chapter 6110, 3) search and recovery operations in the waters of the state and 4) the portions of Chapter 169A that are applicable to motorboats.

Counties are urged to contact Boat and Water Safety at the Minnesota Department of Natural Resources for a determination prior to any questionable proposed expenditure.

SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS – The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. Also, Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

PERSONNEL – Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than six years after the end of the grant agreement. All counties need to follow their own personnel policies on payroll for salary or overtime charged to this grant. If no written policy or procedure exists, you will then need to comply with the State of Minnesota policy on payroll and overtime.

SUPPLIES AND EXPENSES – This includes uniforms, fuel, oil, lubricants, repairs, rental costs (docks, buildings, office facilities, equipment, etc.), travel costs, training expenses and expendable supplies (fuel, rope, paint, printing, etc.). No cell phone charges will be allowed. All expenditures need to be verifiable as allowable expenditures under this grant. Items must be listed on Exhibit A (Spending Plan) of this grant and be descriptive in nature.

EQUIPMENT - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Items which are also used for general duty may either be charged to the boat and water safety account according to a percentage of use, or by mile/hour. The county must either use: 1) established county mileage charge or 2) the current US Internal Revenue Service mileage rate. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than six years after the end of this grant agreement. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

Other proposed expenditures which do not fit in to one of these three categories must be cleared with Boat and Water Safety at the Minnesota Department of Natural Resources prior to expenditure.



2015 State B&W Safety Grant Instructions

Please read the following items carefully and note that procedures have changed this year. The deadline for return of the 2015 grant to our office is **WEDNESDAY, APRIL 15, 2015**. In addition, your 2014 County Boat and Water Safety Report must be on file and accepted by us before we can process your 2015 grant paperwork.

Boat and Water Safety Agreement (1 copy) – The agreement needs the signature of the sheriff, county auditor or administrator and county board chairperson in the spaces provided on page five of contract. Electronic signatures are not acceptable on the grant agreement.

Exhibit A (2015 Spending Plan) (1 copy) - It is very important that it be done accurately since it will be sent back with your agreement form. Complete the form on the computer, print it out and sign the form.

Here are some tips when completing the form:

- Use Exhibit B - Allowable Expenditures under the Boat and Water Safety Program as a guide.
- There are three main categories of expenditures - Personnel, Supplies and Expenses, and Equipment. They are listed on the "Exhibit B - Allowable Expenditures" sheet.
- Your total "state" column must add up to the amount listed on the agreement. If it is more or less, the forms will be returned for corrections.
- If you get non-state funds directly from the county, fill in this column where appropriate and total it up.
- Check to make sure you are specific enough when describing an expenditure proposal. They do not necessarily have to list a specific name brand, model number etc. since we realize that budgets, programs and equipment needs vary somewhat over a year's time. Please do not use terms like "miscellaneous".

Exhibit B - Allowable Expenditures (1 copy) - This sheet does not necessarily need to be returned to us, but it will be part of the grant when it is approved and returned to you. It should be used as a reference when completing the budget form. Please read it carefully and note the record keeping requirements,

Resolution or County Board Minutes (1 copy) - A copy of the resolution or county board minutes authorizing the chairman to sign must also be returned to us. Some counties are exempt from this requirement because they have a resolution allowing other officials in the county to sign off on grants below a certain level, in lieu of the board.

- When you have completed your Agreement, Exhibit A (Spending Plan), and resolution or county board minutes, please scan them back to me. Once here, it must be signed off on behalf of the State. The document is then an official agreement, and a copy of the approved agreement will be scanned back to you. The grant is on a reimbursement basis – you must submit invoices to our office to get grant funds paid to the county.
- The 2015 grant runs from January 1, 2015 - June 30, 2016 (18 months). This grant works on a reimbursement basis, and individual receipts will be required for purchases \$5000 or greater. If you had money carried forward from your 2014 grant, you will need to submit your reimbursement for the carry forward money by July 31, 2015.
- *Grants not received by April 15 are subject to cancellation, unless an extension is approved in writing by this office.*

Scan completed documents to: deb.ethier@state.mn.us

Contact Deb Ethier if you have questions at: Metro (651) 259-5361 voicemail available 24 hours a day, toll free (888) 646-6367, fax (651) 297-3727.

**COUNTY BOAT AND WATER SAFETY
2015 BUDGET SPENDING PLAN
(January 1, 2015- June 30, 2016)**

EXHIBIT A

MN DNR - Enforcement Division
Boat & Water Safety Unit
500 Lafayette Road
St. Paul, MN 55155-4047
Email: deb.ethier@state.mn.us
Deb's phone #: 651-259-5361

LeSueur
County
Sheriff David Tietz
Contact Name
507-357-8557 or 507-357-8245
Contact Phone

| GROUP I - PERSONNEL | Number | Amount | | TOTAL |
|--------------------------|------------|---------------------|---------------------|---------------------|
| | | County | State | |
| Full-Time | 1.0 | \$ 28,000.00 | \$ 12,420.00 | \$ 40,420.00 |
| Seasonal | 2.0 | \$ 5,000.00 | | \$ 5,000.00 |
| GROUP I SUBTOTALS | 3.0 | \$ 33,000.00 | \$ 12,420.00 | \$ 45,420.00 |


| GROUP II - SUPPLIES & EXPENSES | Amount | | TOTAL |
|---|--------------------|-------------|--------------------|
| | County | State | |
| DESCRIPTION -- (Itemize) | | | |
| Clothing Allowance | \$ 500.00 | | \$ 500.00 |
| Fuel, Oil | \$ 500.00 | | \$ 500.00 |
| Misc. Repairs and Maintenance | \$ 2,500.00 | | \$ 2,500.00 |
| Supplies and Misc Expenses | \$ 3,000.00 | | \$ 3,000.00 |
| Training Expense (Lodging, Meals and Registraton) | \$ 1,000.00 | | \$ 1,000.00 |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| GROUP II SUBTOTALS | \$ 7,500.00 | \$ - | \$ 7,500.00 |

| GROUP III - EQUIPMENT | Amount | | TOTAL |
|---|--------------------|-------------|--------------------|
| | County | State | |
| DESCRIPTION -- (Itemize) | | | |
| 2 Dry Suits for Dive Team (1 replacement & 1 new) | \$ 4,269.56 | | \$ 4,269.56 |
| 2 Mile Solar Lights for Buoys (\$346.00 each) | \$ 2,076.00 | | \$ 2,076.00 |
| 4 Fat Buoys -Mouring - @ \$89.79 | \$ 395.00 | | \$ 395.00 |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| | | | \$ - |
| GROUP III SUBTOTALS | \$ 6,740.56 | \$ - | \$ 6,740.56 |

| | | | |
|-------------------------------|---------------------|---------------------|---------------------|
| 2015 STATE GRANT TOTAL | \$ 47,240.56 | \$ 12,420.00 | \$ 59,660.56 |
|-------------------------------|---------------------|---------------------|---------------------|

Scan and email the signed form. Send to:
deb.ethier@state.mn.us

"This is to certify that the state funds will be used only for purposes set forth in M.S. Chapter § 86B and that the information contained on this form is correct to the best of my knowledge."


 Signature _____ Date 4-8-2015



Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 8

**10:40 a.m. Cindy Shaughnessy, Ann Traxler, Amy Beatty, Brad Krier
(10 min)**

Update on Bird Flu (Avian Influenza H5N2)

Staff Contact:



LE SUEUR COUNTY PUBLIC HEALTH

Public Health
Prevent. Promote. Protect.

88 South Park Avenue
Le Center, MN 56057
Phone (507) 357-8246
Fax (507) 357-4223

Le Sueur County Board of Commissioners Meeting
April 21, 2015

Ann Traxler, Emergency Manager
Amy Beatty, Environmental Programs Specialist
Brad Krier, MDH South Central Regional Epidemiologist
Cindy Shaughnessy, Public Health Director

Agenda: Highly Pathogenic H5N2 Avian Influenza (HPAI)

- 1) Ann Traxler, Emergency Manager
 - Review of timeline re: confirmation of HPAI in Le Sueur County
 - Mobilization of Le Sueur County resources – notification
 - Collaboration of departments and agencies involved in response
- 2) Amy Beatty, Environmental Programs Specialist
 - County specific info: number of poultry (turkey, chicken) farms
 - Avian Flu Outbreak Zone
 - USDA (United States Department of Agriculture)
& the Minnesota Board of Animal Health involvement
 - Biosecurity – practices to prevent spread (handout)
- 3) Brad Krier, MDH SC Regional Epidemiologist
 - Epidemiology of HPAI – what exactly is the “Bird Flu?”
 - Monitoring of workers at infected farms – the “human” health side
 - Handouts: MDH Fact Sheet and MN Board of Animal Health FAQ
- 4) Cindy Shaughnessy, Public Health Director
 - Collaboration and notification of our health care partners
 - Guidance for Hunters – Protect Yourself and Your Birds (handout)
- 5) Ann Traxler, Emergency Manager
 - Plans for the future
 - Economic Impact

Highly Pathogenic H5N2 Avian Influenza

Background

In November 2014, H5N2 highly pathogenic avian influenza (HPAI) was identified in commercial poultry, backyard hobby flocks, and wild birds in British Columbia, Canada and several western states including Washington, Oregon, and Idaho.

In Minnesota, highly pathogenic H5N2 avian influenza was first confirmed in a commercial turkey flock in Pope County in early March 2015. The Minnesota Board of Animal Health (BAH) quarantined the affected flock, and the remaining birds were depopulated to prevent the spread of the disease.

On March 26, 2015, a second turkey flock infected with HPAI H5N2 was identified in Minnesota. This flock, in Lac Qui Parle County, was recognized quickly and reported the BAH. The flock has been quarantined and the remaining birds will be depopulated to prevent the spread of the disease.

Can humans be infected with H5N2?

No human cases of infection with this strain of the virus (H5N2) have been detected in the U.S. or other countries. However, some highly pathogenic avian flu viruses can infect people causing mild to severe respiratory illness. In most cases, people are infected after direct contact with birds that are sick with or died from highly pathogenic avian influenza. Symptoms in infected people can include influenza-like illness (e.g., fever, aches, and respiratory symptoms) and red, itchy eyes.

Person-to-person transmission of avian influenza viruses is very rare.

Highly pathogenic H5N2 avian influenza does not pose a health risk to the public. Only persons who have direct contact with infected birds are potentially at risk. People in contact with infected birds are monitored by MDH for 10 days to make sure they don't become sick. It is also recommended for people who have had unprotected contact to take antiviral medication.

How is H5N2 spread?

Avian influenza viruses are spread through direct contact with infected birds or through contact with contaminated bedding, feed or water.

What is MDH doing?

We work closely with animal health agencies, local public health, and the poultry industry to identify, protect, and monitor the health of poultry workers and others in direct contact with infected birds.

For more information on H5N2, go to the BAH website: www.bah.state.mn.us/poultry



Minnesota Department of Health
Infectious Disease Epidemiology, Prevention, and Control Division
PO Box 64975, Saint Paul, MN 55164-0975
651-201-5414 or 1-877-676-5414 www.health.state.mn.us

3/27/2015

Highly Pathogenic Avian Influenza Frequently Asked Questions

Updated April 8, 2015

What is Avian Influenza?

- Avian Influenza (AI) is a viral disease that affects all species of birds. It is caused by the type “A” influenza virus.
- AI viruses can be classified into two categories, those that cause mild to no disease in poultry (low pathogenic avian influenza or LPAI) and those that cause severe disease (highly pathogenic avian influenza or HPAI).
- Waterfowl are the natural reservoirs (carriers) of AI viruses. While the viruses may cause marked illness and fatality in domestic poultry, waterfowl often show little to no signs of infection.

What are the signs of HPAI?

- Some birds may exhibit flu and cold-like symptoms. Signs may include: loss of appetite, lack of vocalization, drop in egg production, coughing, swollen face, diarrhea and paralysis.
- Sudden and rapid death loss.

How is HPAI spread?

- AI is spread easily through droppings or nasal discharge of an infected bird, which contaminates dust and soil.
- People can carry the virus on their shoes, clothes, equipment and vehicles.
- Control methods are limited; therefore, it is better to prevent infections with biosecurity at an individual farm and regional level. Influenza viruses follow the movement of people and equipment and can only be controlled if everyone communicates openly.

Does it affect people? Can people get AI from eating poultry?

- The risk of human infection is very low. To date, the HPAI strains that have been found in the United States have not been detected in humans.
- Risk of infection is limited to people in direct contact with affected birds.
- All poultry identified with HPAI are prohibited by law from entering the marketplace.
- There is no evidence that people can acquire AI by eating poultry products.
- As a reminder, all poultry and eggs should be handled properly and cooked to an internal temperature of 165° F.

What is being done to prevent and stop the spread of HPAI?

- Early detection is the key to preventing the spread of the virus.
- Minnesota’s AI surveillance program has been in place for more than 40 years.
- Every commercial poultry flock in Minnesota is tested for influenza by the Board of Animal Health prior to going to market. Some smaller poultry flocks and live bird markets in Minnesota also participate in AI surveillance programs.

- The United States has the strongest AI surveillance program in the world. The USDA along with poultry industry partners are actively looking for the disease.
- In Minnesota, the Board of Animal Health immediately quarantines potentially-infected flocks and collects samples for AI testing.
- Once a flock is confirmed positive, the Board and the USDA work with the producer/bird owner to create a flock plan. The plan includes appraisal, indemnity and depopulation of remaining birds, carcass disposal and cleaning and disinfection of the premises.
- To meet federal requirements for HPAI response, the Board also conducts surveillance testing within 10 km of the affected farm and notifies all other poultry owners within a 20 km area.

What role do waterfowl play in the spread of HPAI?

- Waterfowl are the natural reservoirs (carriers) of AI viruses.
- Ultimately wild birds are involved as a reservoir but the specifics of how this virus got into these farms is an ongoing investigation. Owners of domestic poultry can use biosecurity to protect their flocks.

What is Biosecurity?

- Biosecurity is a term used to describe the procedures and practices that are followed by the poultry industry in order to contain or prevent the spread of influenza viruses in a poultry flock. These practices include isolation, sanitation and traffic control of people, animals and equipment.

What steps can I take to protect my flock(s)?

- Discourage co-mingling of waterfowl and domestic birds and poultry. This includes eliminating feed or water available which attracts waterfowl and other wild birds.
- Avoid on-farm traffic patterns that cross waterways. Wear appropriate footwear that can be cleaned and sanitized.
- Prevent access to surface water and the surrounding environment by poultry and prevent wild birds access to poultry feed, water and other environments strictly for poultry.
- Avoid the use of surface water for watering poultry unless it has been treated/disinfected.

What should I do if I observe signs of illness or increased mortality in my birds?

- Call 320-214-6700, ext. 3804,
- The USDA at 866-536-7593, or
- Your local/flock veterinarian.

Visit www.mnaireponse.info for additional information.



Biosecurity Tips:

6 WAYS TO PREVENT POULTRY DISEASE

If you are a backyard or pet bird owner, you know your birds depend on you to keep them healthy. There are some basic practices you can follow to prevent poultry disease.

1) Keep Your Distance.

Restrict access to your property and your birds. Consider fencing off the area where your birds are to form a barrier between “clean” and “dirty” areas. The clean area is the immediate area completely surrounding your birds. The dirty (or “buffer”) area is the immediate adjacent area—consider this area to be infected with germs, even if your birds appear healthy and disease free.

Allow only people who take care of your birds to come into contact with them. Your caretakers should not attend bird shows or other events where birds are present. If visitors to your property want to see your birds, be sure they wash up first and clean their shoes. Better yet, keep clean boots or shoe covers for visitors to wear. If your visitors have birds of their own, do not let them enter your bird area or have access to your birds.

Game birds and migratory waterfowl should not have contact with your flock because they can carry germs and diseases. If your birds are outdoors, try to keep them in a screened area.

2) Keep It Clean.

Since germs can be picked up on shoes and clothing, moved from one area to another, and can potentially make your birds sick, you need to protect your birds’ home by keeping it clean.

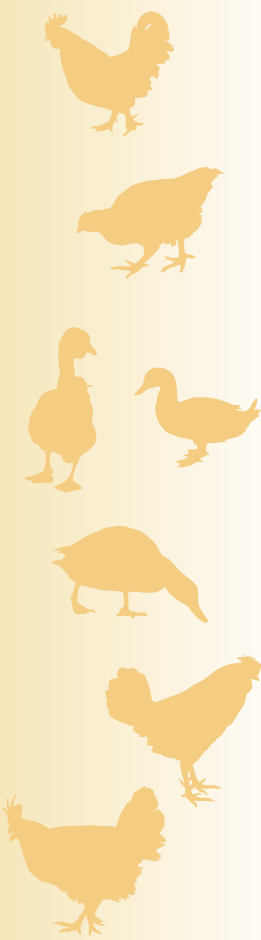
To keep your birds “germ-free,” have a pair of shoes and a set of clothes to wear only around your birds. Many people store these clean clothes in a covered pail at the entrance to their bird area. Or, clean and disinfect your shoes and launder your clothes before you check on or work with your birds.

Scrubbing your shoes with a long-handled scrub brush and disinfectant will remove droppings, mud, or debris. Wash your clothes with laundry detergent. Wash your hands thoroughly with soap and water before entering your bird area.

Keep cages clean and change food and water daily. Clean and disinfect equipment that comes in contact with your birds or their droppings. That includes tools such as feed scoops, shovels, rakes, and brooms. All manure must be removed before disinfectant can work, so clean surfaces with soap and water first. Properly dispose of dead birds by burial or incineration or take them to a landfill. Check on local ordinances for acceptable disposal methods.

3) Don’t Haul Disease Home.

Car and truck tires, poultry cages, and equipment can all harbor “germs.” If you travel to a location where other birds are present, or even to the feed store, be sure to clean and disinfect these items before you return to your property.



Animal and Plant Health Inspection Service
Program Aid No. 2140-1

[More >](#)

Media representatives
may contact:

Public Affairs
USDA Animal and Plant
Health Inspection Service
(APHIS)
(301) 851-4100

Taking some of your birds to a fair or exhibition? Keep those birds separated from the rest of your flock and watch them for at least 2 weeks after the event to ensure that they didn't pick up a disease. New birds should be kept separate from your flock for at least 30 days before putting them with the rest of your birds. To prevent disease, it is best not to mix young and old birds or birds from different species or different sources.

4) Don't Borrow Disease From Your Neighbor.

Do not share birds, lawn and garden equipment, tools, or poultry supplies with your neighbors or other bird owners. If you do bring equipment, tools, or supplies home, clean and disinfect them before they reach your property. And remember to clean and disinfect borrowed items before returning them.

Never share items such as wooden pallets or cardboard egg cartons because they are porous and cannot be adequately cleaned and disinfected.

5) Know the Warning Signs of Infectious Bird Diseases.

Many bird diseases can be difficult to diagnose. The list below includes some of the things to look for that signal something might be wrong with your birds. Early detection of signs is very important to prevent the spread of disease.

- Sudden increase in bird deaths in your flock
- Sneezing, gasping for air, coughing, and nasal discharge
- Watery and green diarrhea
- Lack of energy and poor appetite
- Drop in egg production or soft- or thin-shelled, misshapen eggs
- Swelling around the eyes, neck, and head
- Purple discoloration of the wattles, combs, and legs (avian influenza)
- Tremors, drooping wings, circling, twisting of the head and neck, or lack of movement (exotic Newcastle disease)

6) Report Sick Birds.

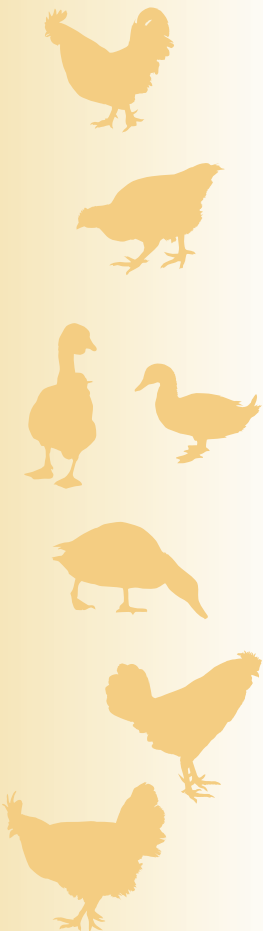
Do not wait to report unusual signs of disease or unexpected deaths among your birds. Call your agricultural extension agent, local veterinarian, the State veterinarian, or U.S. Department of Agriculture (USDA) Veterinary Services office.

USDA operates a toll-free hotline (**1-866-536-7593**) with veterinarians to help you. USDA wants to test sick birds to make sure they do not have a serious poultry disease. There is no charge for USDA veterinarians to work with you to conduct a disease investigation. Early reporting is important to protect the health of your birds.

Call 1-866-536-7593 (toll-free) to report sick birds!

USDA is an equal opportunity provider and employer.

APHIS Factsheet | Veterinary Services | Issued July 2013



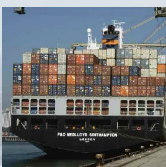
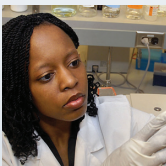
Guidance for Hunters—Protect Yourself and Your Birds From Avian Influenza

Avian influenza (AI), commonly known as “bird flu,” is a respiratory disease of birds caused by an influenza type A virus. These viruses can infect poultry (chickens, ducks, quail, pheasants, guinea fowl, and turkeys) and some wild bird species (such as ducks, swans, and geese). Yet, they impact poultry and wild birds in different ways. Wild birds can carry the AI viruses but usually do not get sick from them. However, AI in poultry is typically contagious and can make some domesticated birds very sick or even cause death.

Types of AI Viruses

There are many different subtypes of influenza A viruses. These subtypes differ and are classified based on a combination of two groups of proteins on the surface of the influenza A virus: hemagglutinin or “H” proteins, of which there are 16 (H1–H16), and neuraminidase or “N” proteins, of which there are 9 (N1–N9). Many different combinations of “H” and “N” proteins are possible. Each combination is considered a different subtype and can also be broken down into different strains. AI viruses are further classified by their pathogenicity—the ability of a particular virus strain to produce disease in domestic chickens.

Highly pathogenic avian influenza (HPAI) virus strains are extremely infectious, often fatal to domestic poultry, and can spread rapidly from flock to flock. Low pathogenicity avian influenza (LPAI) virus strains occur naturally in wild migratory waterfowl and shorebirds without causing illness. The AI viruses that cause concern in poultry and wild birds are HPAI viruses and any virus designated as H5 or H7, regardless of pathogenicity. This is because H5 and H7 viruses are capable of converting from LPAI to HPAI.



Take Precautions

There’s a lot you can do to reduce the risk of exposing your poultry or pet birds to AI. Basic safety precautions can keep disease from spreading. Please follow the guidance below to help protect your birds and yourself.

Protect Your Birds

- Dress your game birds in the field whenever possible.
- If you must dress birds at home, clean them in an area your poultry and pet birds cannot access. Ideally, there would be a solid barrier between your game cleaning area and where your birds are housed.
- Keep a separate pair of shoes to wear only in your game cleaning area. If this is not possible, wear rubber footwear and clean/disinfect your shoes before entering or leaving the area.
- Use dedicated tools for cleaning game, whether in the field or at home. Do not use those tools around your poultry or pet birds.
- Always wear rubber gloves when cleaning game.
- Double bag the offal and feathers. Tie the inner bag, and be sure to take off your rubber gloves and leave them in the outer bag before tying it closed.
- Place the bag in a trash can that poultry and pet birds cannot access. This trash can should also be secure against access by children, pets, or other animals.
- Wash hands with soap and water immediately after handling game. If soap and water are not available, use alcohol wipes.
- Wash all tools and work surfaces with soap and water. Then, disinfect them.

Protect Yourself

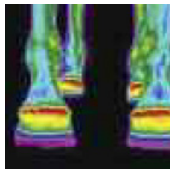
- Do not harvest or handle wild birds that are obviously sick or found dead.
- Do not eat, drink, or smoke while cleaning game.
- Wear rubber gloves while cleaning game or cleaning bird feeders.
- Wash hands with soap and water immediately after handling game or cleaning bird feeders. If soap and water are not available, use alcohol wipes.
- Wash all tools and work surfaces with soap and water. Then, disinfect them.
- Avoid cross-contamination. Keep uncooked game in a separate container, away from cooked or ready-to-eat foods.
- Cook game meat thoroughly; poultry should reach an internal temperature of 165 °F to kill disease organisms and parasites.

Questions?

For more information about AI, contact your Federal, State, or local animal health officials.

Contact information for the U.S. Department of Agriculture (USDA) Veterinary Services office in your State is available on our Web site at www.aphis.usda.gov/animal-health/state-offices.

If you have any questions or concerns about wild birds, contact your local USDA Wildlife Services office at 1-866-4-USDA-WS.





Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 9

10:50 a.m. Jim McMillen (5 min)

RE: Truck Bids

Staff Contact:

One ton Pickup Bids

State Bid from Polar Chevrolet - White Bear Lake

2015 3500 4x4

Gas \$26,022.60

Diesel \$33,715.95

Factor Motors

2016 F350

Gas \$26,711.24

Diesel \$33,808.40

New Prague Auto Group

2016 F350

Gas \$27,093.00

Diesel \$33,837.00

Wolf Motors

2016 F350

Gas \$27,956.00

Diesel \$34,700.00



Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 10

10:55 a.m. Human Resources (5 min.)

Staff Contact:



Human Resources

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

HUMAN RESOURCES AGENDA ITEMS April 21, 2015

Recommendation to rehire Kathy Reints as an on-call, part time Home Health Aide in Public Health, as a Grade 2, Step 4 at \$14.75 per hour, effective April 22, 2015.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 11

11:00 a.m. Don Reak

RE: Lake Washington Petty Cash Fund

Staff Contact:



Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 12

11:05 a.m. Jim Goltart

RE: Distribution of Memorial Day funds

Staff Contact:



Veterans Service Office

88 SOUTH PARK AVENUE LE CENTER, MINNESOTA 56057
PHONE (507) 357-8279 FAX (507) 357-8608

James W. Goltart – Director
Jamie M. Von Bank – Veterans Benefits Councilor
Jody A. Kubiszewski – Administrative Assistant

TO: Le Sueur County Commissioners

April 16, 2015

I am requesting authorization for the release of funds in the amount of \$1100.00 to the Le Sueur County Service Clubs to assist in the Memorial Day expenses. I recommend the funds be disbursed as follows:

Le Sueur County American Legion

| | |
|------------------------|-----------------|
| 1. Le Center Post #108 | \$100.00 |
| 2. Cleveland Post #207 | \$100.00 |
| 3. Montgomery Post #79 | \$100.00 |
| 4. Elysian Post #311 | \$100.00 |
| 5. Kilkenny Post #380 | \$100.00 |
| 6. Le Sueur Post #55 | \$100.00 |
| TOTAL: | \$600.00 |

Le Sueur County Veterans of Foreign Wars

| | |
|-------------------------|-----------------|
| 1. Le Sueur Post #4297 | \$100.00 |
| 2. Le Center Post#1803 | \$100.00 |
| 3. Montgomery Post#5340 | \$100.00 |
| 4. Waterville Post#2633 | \$100.00 |
| TOTAL: | \$400.00 |

Le Sueur County Posts with joint Responsibilities with Scott County

| | |
|------------------------------|-----------------|
| *1. American Legion Post #45 | \$50.00 |
| *2. VFW Post #5145 | \$50.00 |
| TOTAL: | \$100.00 |

TOTAL: \$1100.00

*Posts listed above are eligible for funds from Scott County, as responsibility for decorations of shared gravesites exists.

Sincerely,

James W. Goltart
Director, Veterans Service



Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 13

Future Meetings

Staff Contact:

Future Meetings 2015

| | |
|----------------|--|
| April 21, 2015 | Board Meeting, 9:00 a.m. (will be held in Courtroom A) |
| April 21, 2015 | Le Sueur – Waseca Community Health Board (CHB) 12:00 p.m. in Waseca at Waseca County Public Health |
| April 25, 2015 | German-Jefferson Sewer Board Neighborhood Work Session *9:00a.m. and 1:00 p.m. held at St. Paul’s German Lake Church located at 22693 German Lake Rd. in Waterville |
| April 28, 2015 | Board Meeting, 9:00 a.m. |
| May 5, 2015 | Board Meeting, 9:00 a.m. |
| May 9, 2015 | German-Jefferson Sewer Board Neighborhood Work Session *9:00a.m. and 1:00 p.m. held at St. Paul’s German Lake Church located at 22693 German Lake Rd. in Waterville |
| May 12, 2015 | No Board Meeting |
| May 14, 2015 | P&Z Meeting, 7:00 p.m. Environmental Services Building |
| May 19, 2015 | Board Meeting, 9:00 a.m. |
| May 21, 2015 | Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building |
| May 25, 2015 | Memorial Day, Offices Closed |
| May 26, 2015 | Board Meeting, 9:00 a.m. |
| June 2, 2015 | Board Meeting, 9:00 a.m. |

| | |
|---------------|--|
| June 6, 2015 | German-Jefferson Sewer Board Neighborhood Work Session *9:00a.m. and 1:00 p.m. held at Marysburg Catholic Church located at 27528 Patrick St. in Madison Lake |
| June 9, 2015 | No Board Meeting |
| June 11, 2015 | P&Z Meeting, 7:00 p.m. Environmental Services Building |
| June 13, 2015 | German-Jefferson Sewer Board Neighborhood Work Session *9:00a.m. and 1:00 p.m. held at Marysburg Catholic Church located at 27528 Patrick St. in Madison Lake |
| June 16, 2015 | Board Meeting, 9:00 a.m. |
| June 18, 2015 | Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building |
| June 20, 2015 | Board of Equalization Meeting, 9:00 a.m. (Saturday) |
| June 23, 2015 | Board Meeting, 9:00 a.m. Reconvene Board of Equalization, 10:00 a.m. |
| June 30, 2015 | No Board Meeting |
| July 3, 2015 | Independence Day, Offices Closed |
| July 7, 2015 | Board Meeting, 9:00 a.m. |
| July 9, 2015 | P&Z Meeting, 7:00 p.m. Environmental Services Building |
| July 14, 2015 | No Board Meeting |

| | |
|--------------------|--|
| July 16, 2015 | Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building |
| July 21, 2015 | Board Meeting, 9:00 a.m. |
| July 21, 2015 | Le Sueur – Waseca Community Health Board (CHB) 1:30pm in the Waterville City Council Chambers |
| July 28, 2015 | Board Meeting, 9:00 a.m. |
| August 4, 2015 | Board Meeting, 9:00 a.m. |
| August 11, 2015 | No Board Meeting |
| August 13, 2015 | P&Z Meeting, 7:00 p.m. Environmental Services Building |
| August 18, 2015 | Board Meeting, 9:00 a.m. |
| August 20, 2015 | Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building |
| August 25, 2015 | Board Meeting, 9:00 a.m. |
| September 1, 2015 | Board Meeting, 9:00 a.m. |
| September 7, 2015 | Labor Day, Offices Closed |
| September 8, 2015 | No Board Meeting |
| September 10, 2015 | P&Z Meeting, 7:00 p.m. Environmental Services Building |
| September 15, 2015 | Board Meeting, 9:00 a.m. |
| September 17, 2015 | Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building |

| | |
|--------------------|---|
| September 22, 2015 | Board Meeting, 9:00 a.m. |
| September 29, 2015 | No Board Meeting |
| October 6, 2015 | Board Meeting, 9:00 a.m. |
| October 8, 2015 | P&Z Meeting, 7:00 p.m. Environmental Services Building |
| October 13, 2015 | No Board Meeting |
| October 15, 2015 | Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building |
| October 20, 2015 | Board Meeting, 9:00 a.m. |
| October 27, 2015 | Board Meeting, 9:00 a.m. |



Le Sueur County, MN

Tuesday, April 21, 2015

Board Meeting

Item 14

Board Meeting ends at 11:00 am for Commissioners to attend videoconference at noon in Waseca.

Staff Contact: