



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
COMMISSION CHAMBERS
June 16, 2015**

1. **9:00 am Agenda and Consent Agenda**
RE: June 2, 2015 Minutes and Summary Minutes
RE: JD #1 Lat #1 Repair Request
RE: Tobacco Licenses

2. **9:05 am Claims (10 min)**

3. **9:15 am Human Services (1 hour)**

4. **10:15 a.m. Human Resources (10 min.)**

5. **10:25 am Jim McMillen, Maintenance (5 min)**
RE: Floor scrubber

6. **10:30 am Reconvene Ditch 58 Public Hearing (45 min)**

7. **11:15 am Dave Tietz, Sheriff (5 min)**
RE: I-Mobile Contract
RE: Out-of-town Travel for Father George Graftsky and Sgt. Dave Struckman to the International Conference of Police Chaplains in Sacramento, California

8. **11:20 am Justin Lutterman, GIS (10 min)**

RE: Map Plotter purchase

9. **11:30 am Darrell Pettis, County Administrator**

RE: TH 112 Turn back Project

RE: Buffer Initiative

10. **Future Meetings**



Le Sueur County, MN

Tuesday, June 16, 2015

Board Meeting

Item 1

9:00 am Agenda and Consent Agenda

RE: June 2, 2015 Minutes and Summary Minutes

RE: JD #1 Lat #1 Repair Request

RE: Tobacco Licenses

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting June 2, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, June 2, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfling, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.

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

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

- Approved the May 26, 2015 County Board Minutes and Summary Minutes
- Approved the CD #23 Spur #9 Repair Request
- Approved the JD #1 Lat#1 Repair Request

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

Soc Serv:	\$ 18,504.15
Financial:	\$ 16,158.84

Representative Bob Vogel appeared before the Board to present a legislative update.

Josh Fredrickson, City of Le Center Mayor appeared before the Board to discuss tax abatement.

Don Reak, Parks Director appeared before the Board with several items for discussion and approval.

On motion by Rohlfling, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign a Resolution to designate Lake Washington County Park as a Regional Park.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved and authorized the Chair to sign a Resolution to approve the Master Plan for Lake Washington County Park.

Kathy Brockway, P&Z Director appeared before the Board to introduce Josh Mankowski, the recently hired Water Planner in Environmental Services.

Scott Gerr appeared before the Board with several items for discussion and approval.

On motion by Rohlfling, seconded by King and unanimously approved, the Board approved the County Courthouse Infrastructure Upgrade in the amount of \$57,200.25 from the General Revenue Fund.

Cindy Shaughnessy, Public Health appeared before the Board with several items for discussion and approval.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Chair to sign the therapy contract with Prairie River Home Care.

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

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to approve ending employment with employee #1865, effective May 28, 2015.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to accept the Request for Proposal for Basic Life Insurance for Le Sueur County employees from Minnesota Life. The basic life insurance plan design includes the \$10,000 Life and AD&D. The per employee monthly premium is \$1.70. The basic life rate guarantee is for three years (2016, 2017 and 2018).

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the recommendation to approve the changes to the Personnel Policy.

Darrell Pettis, Administrator/Engineer appeared before the Board with several items for discussion.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the following claims:

Warrant #	Vendor Name	Amount
36213	Berg Bag Company	\$ 3,800.00
36214	Bolton & Menk Inc.	\$ 17,036.63
36217	Brock White Co. LLC	\$ 2,850.00
36223	Katheryn Cranbrook	\$ 2,887.50
36236	Havel Land Improvement	\$ 3,037.50
36241	ITsavvy LLC	\$ 2,028.87
36271	S.E.H. Inc.	\$ 48,212.48
36272	Selly Excavating Inc.	\$ 9,087.50
36275	Thomson Reuters	\$ 2,021.45
72 Claims paid less than \$2,000.00:		\$ 19,681.86
9 Claims paid more than \$2,000.00:		\$ 90,961.93
81 Total all claims paid:		\$110,643.79

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, June 16, 2015 at 9:00 a.m.

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

Summary Minutes of Le Sueur County Board of Commissioners Meeting, June 2, 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, June 2, 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. (Connolly-Gliszinski)

● The Board approved the consent agenda: (Rohlffing-King)

● Approved the May 26, 2015 County Board Minutes and Summary Minutes

● Approved the CD #23 Spur #9 Repair Request

● Approved the JD #1 Lat#1 Repair Request

● The following cases and claims were approved: (King-Rohlffing)

Soc Serv: \$ 18,504.15 and Financial: \$ 16,158.84

● The Board approved and authorized the Chair to sign a Resolution to designate Lake Washington County Park as a Regional Park. (Rohlffing-Connolly)

● The Board approved and authorized the Chair to sign a Resolution to approve the Master Plan for Lake Washington County Park. (Gliszinski-King)

● The Board approved the County Courthouse Infrastructure Upgrade in the amount of \$57,200.25 from the General Revenue Fund. (Rohlffing-King)

● The Board approved and authorized the Chair to sign the therapy contract with Prairie River Home Care. (King-Gliszinski)

● The Board approved the recommendation to approve ending employment with employee #1865, effective May 28, 2015. (Rohlffing-Connolly)

● The Board approved the recommendation to accept the Request for Proposal for Basic Life Insurance for Le Sueur County employees from Minnesota Life. (Rohlffing-Connolly)

● The Board approved the changes to the Personnel Policy. (Gliszinski-King)

● The Board approved the following claims: (King-Gliszinski)

Warrant #	Vendor Name	Amount
36213	Berg Bag Company	\$ 3,800.00
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ATTEST: Le Sueur County Administrator Le Sueur County Chairman

Sent to Courthouse
Date: 6-5-15

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 # JD 1 located in Tyrone & Blakely township(s).
Lat # 1

Signed

Address & Phone No.

Richard Krentz

13650 W 280th St Henderson mn. 56044
952 292 2634

Merlin Steen

15490 W. 280th St. B.P. 507-665-2931

Loewe Bros by

28427 U.S. Hwy 169

Harley Loewe (Partner)

Henderson, Mn. 56044

Date: 6-4-15

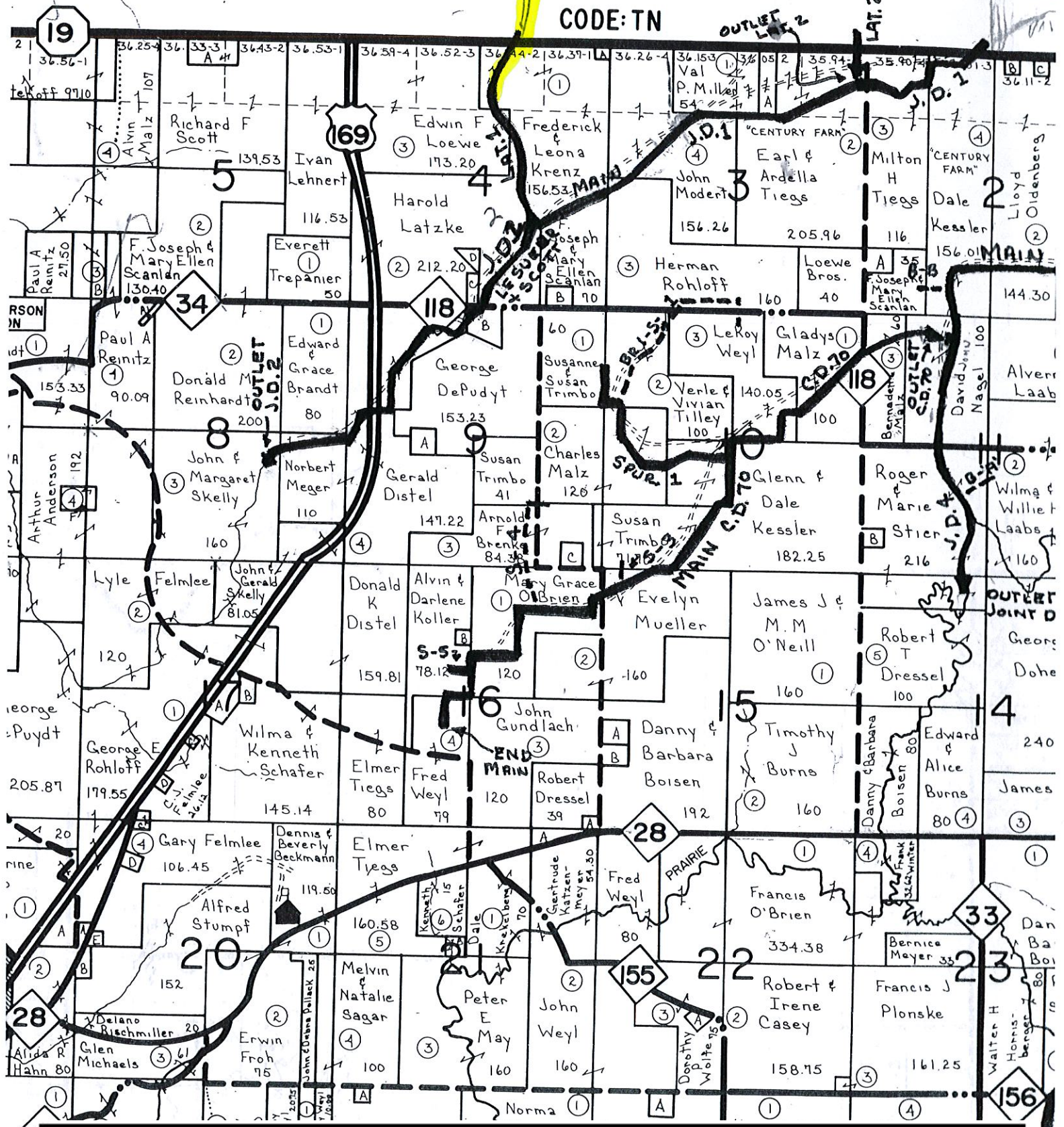
Description of problem: CLARK LAKE issue THATS AFFECTING
LATERAL 1
JD 1 And Redetermination of Benefits Around
CLARKS LAKE

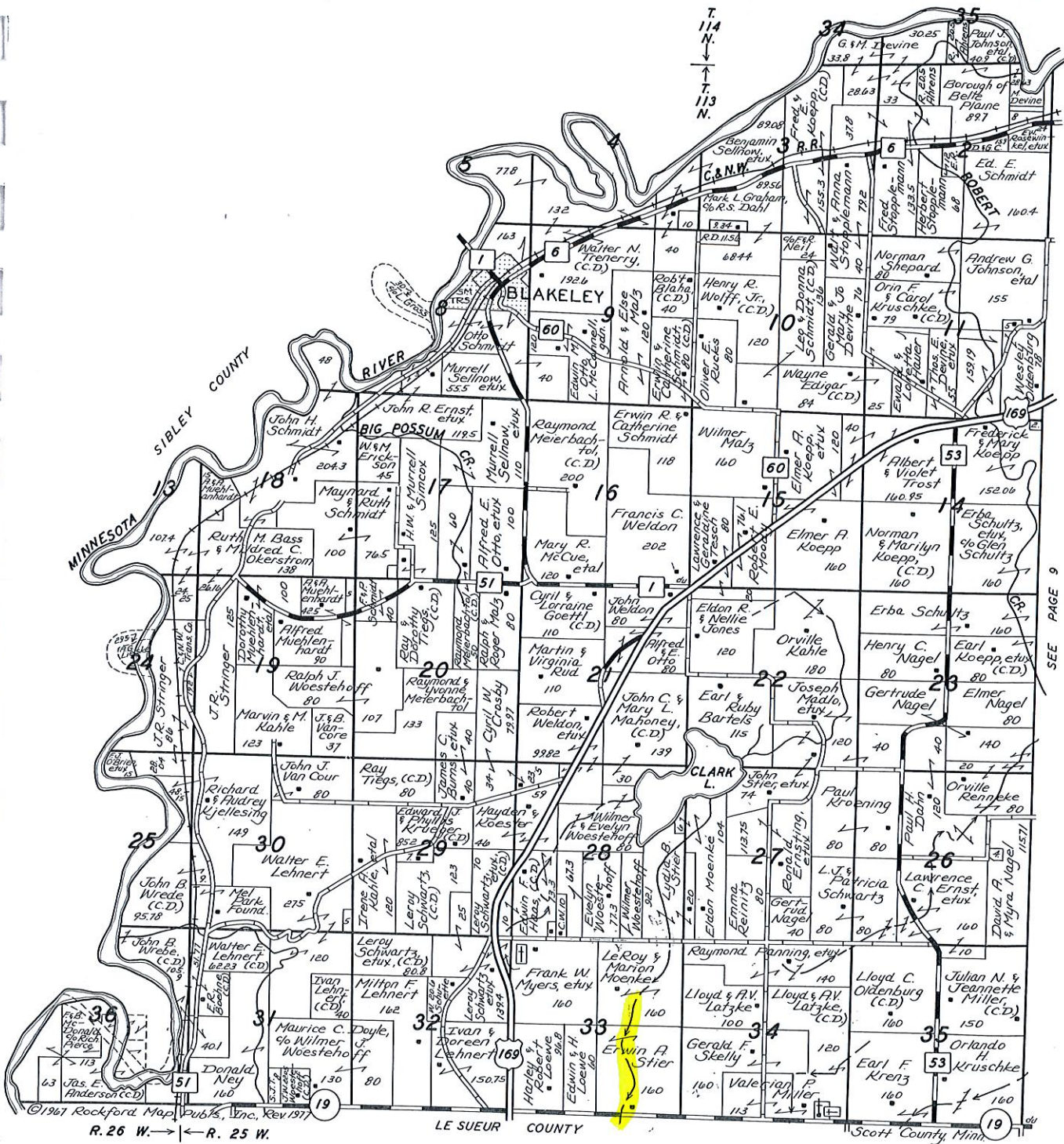
MAP OF E. TYRONE

TOWNSHIP: 112N.

RANGE

CODE: TN





SEE PAGE 9

Vet's Super America
Kamp Dels, Inc
Valley Lanes dba The Bar
Casey's General Store #2570
Casey's General Store #2589
Casey's General Store #2401
Holiday Stationstore # 233
Phil Mart
Davis Marketplace
Radermacher Foods of Le Sueur
Radermacher Foods of Le Center
Le Center Municipal Liquor Store
Little Dandy
Beer Oil and Tire
Scoop's Liquor
Denny's Bar, Inc.
The Liquor Hole, Inc.
J & L Bottles, Inc.
The Pit Stop
Froggy's Liquor Store
Dollar General Store #14798
Woods Grill and Bar
Piedras Negras Meat Market Inc



Le Sueur County, MN

Tuesday, June 16, 2015

Board Meeting

Item 2

9:05 am Claims (10 min)

Staff Contact:



Le Sueur County, MN

Tuesday, June 16, 2015

Board Meeting

Item 3

9:15 am Human Services (1 hour)

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 June 16th, 2015 @ 9:05 a.m.

100- PRESENTATIONS:

200- INFORMATIONAL ITEMS:

- 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
- 240 - Human Services Performance Management
- 250 - Child Protection Legislation and Allocation
- 260 - Legislative Wrap Up

300- BOARD APPROVAL ITEMS:

- 310 - Commissioner's Warrants

Child Protection County Staffing/Services Allocation Formula

5/27/2015

Screened-in reports	\$5,837,500	25%
Open CP Case Mngt Cases	\$5,837,500	25%
<u>Child Population</u>	<u>\$11,675,000</u>	<u>50%</u>
Total Appropriation	\$23,350,000	100%

Guaranteed Floor:	\$75,000	Final
Base Allocation	80%	
Performance Withhold	20%	

County/County Consortium	Base Allocation (issued in July)	Performance Withhold (issued in February)	Total Allocation	Est. FTEs at Salary Avg (\$75,000)
Aitkin	\$60,000	\$15,000	\$75,000	1.0
Anoka	\$955,200	\$238,800	\$1,194,000	15.9
Becker	\$172,800	\$43,200	\$216,000	2.9
Beltrami	\$180,800	\$45,200	\$226,000	3.0
Benton	\$138,400	\$34,600	\$173,000	2.3
Big Stone	\$60,000	\$15,000	\$75,000	1.0
Blue Earth	\$162,400	\$40,600	\$203,000	2.7
Brown	\$99,200	\$24,800	\$124,000	1.7
Carlton	\$125,600	\$31,400	\$157,000	2.1
Carver	\$278,400	\$69,600	\$348,000	4.6
Cass	\$108,000	\$27,000	\$135,000	1.8
Chippewa	\$60,000	\$15,000	\$75,000	1.0
Chisago	\$148,000	\$37,000	\$185,000	2.5
Clay	\$205,600	\$51,400	\$257,000	3.4
Clearwater	\$60,000	\$15,000	\$75,000	1.0
Cook	\$60,000	\$15,000	\$75,000	1.0
Crow Wing	\$196,800	\$49,200	\$246,000	3.3
Dakota	\$1,139,200	\$284,800	\$1,424,000	19.0
Douglas	\$117,600	\$29,400	\$147,000	2.0
Fillmore	\$64,000	\$16,000	\$80,000	1.1
Freeborn	\$97,600	\$24,400	\$122,000	1.6
Goodhue	\$126,400	\$31,600	\$158,000	2.1
Grant	\$60,000	\$15,000	\$75,000	1.0
Hennepin	\$4,361,600	\$1,090,400	\$5,452,000	72.7
Houston	\$60,000	\$15,000	\$75,000	1.0
Hubbard	\$116,000	\$29,000	\$145,000	1.9
Isanti	\$131,200	\$32,800	\$164,000	2.2
Itasca	\$156,000	\$39,000	\$195,000	2.6
Kanabec	\$60,000	\$15,000	\$75,000	1.0
Kandiyohi	\$149,600	\$37,400	\$187,000	2.5
Kittson	\$60,000	\$15,000	\$75,000	1.0
Koochiching	\$60,000	\$15,000	\$75,000	1.0
Lac Qui Parle	\$60,000	\$15,000	\$75,000	1.0
Lake	\$60,000	\$15,000	\$75,000	1.0
Lake Of The Woods	\$60,000	\$15,000	\$75,000	1.0
Le Sueur	\$84,800	\$21,200	\$106,000	1.4
McLeod	\$161,600	\$40,400	\$202,000	2.7
Mahnomen	\$60,000	\$15,000	\$75,000	1.0
Marshall	\$60,000	\$15,000	\$75,000	1.0

County/County Consortium	Base Allocation (issued in July)	Performance Withhold (issued in February)	Total Allocation	Est. FTEs at Salary Avg (\$75,000)
Meeker	\$60,000	\$15,000	\$75,000	1.0
Mille Lacs	\$120,800	\$30,200	\$151,000	2.0
Morrison	\$112,800	\$28,200	\$141,000	1.9
Mower	\$148,000	\$37,000	\$185,000	2.5
Nicollet	\$103,200	\$25,800	\$129,000	1.7
Nobles	\$81,600	\$20,400	\$102,000	1.4
Norman	\$60,000	\$15,000	\$75,000	1.0
Olmsted	\$492,800	\$123,200	\$616,000	8.2
Otter Tail	\$188,800	\$47,200	\$236,000	3.1
Pennington	\$60,000	\$15,000	\$75,000	1.0
Pine	\$111,200	\$27,800	\$139,000	1.9
Polk	\$122,400	\$30,600	\$153,000	2.0
Pope	\$60,000	\$15,000	\$75,000	1.0
Ramsey	\$1,608,000	\$402,000	\$2,010,000	26.8
Red Lake	\$60,000	\$15,000	\$75,000	1.0
Renville	\$68,800	\$17,200	\$86,000	1.1
Rice	\$184,000	\$46,000	\$230,000	3.1
Roseau	\$60,800	\$15,200	\$76,000	1.0
St. Louis	\$786,400	\$196,600	\$983,000	13.1
Scott	\$453,600	\$113,400	\$567,000	7.6
Sherburne	\$262,400	\$65,600	\$328,000	4.4
Sibley	\$60,000	\$15,000	\$75,000	1.0
Stearns	\$448,000	\$112,000	\$560,000	7.5
Stevens	\$60,000	\$15,000	\$75,000	1.0
Swift	\$65,600	\$16,400	\$82,000	1.1
Todd	\$86,400	\$21,600	\$108,000	1.4
Traverse	\$60,000	\$15,000	\$75,000	1.0
Wabasha	\$63,200	\$15,800	\$79,000	1.1
Wadena	\$60,000	\$15,000	\$75,000	1.0
Washington	\$582,400	\$145,600	\$728,000	9.7
Watsonwan	\$60,000	\$15,000	\$75,000	1.0
Wilkin	\$60,000	\$15,000	\$75,000	1.0
Winona	\$149,600	\$37,400	\$187,000	2.5
Wright	\$383,200	\$95,800	\$479,000	6.4
Yellow Medicine	\$60,000	\$15,000	\$75,000	1.0
SWHHS: Lincoln, Lyon, Murray, Pipestone, Rock, Redwood	\$360,000	\$90,000	\$450,000	6.0
DVHHS: Cottonwood & Jackson	\$120,000	\$30,000	\$150,000	2.0
Faribault-Martin	\$161,600	\$40,400	\$202,000	2.7
MN Prairie: Dodge, Steele, Waseca	\$257,600	\$64,400	\$322,000	4.3
Total	\$18,680,000	\$4,670,000	\$23,350,000	311.3

Child Protection Staffing/Services Allocation Formula Performance Withholds

5/27/2015

Monthly Face-to-face Visits by Case Worker

County/County Consortium	Final CY 2014		
	Numerator	Denominator	Results
	Total months that had a visit	Total months requiring visits in care	Percent of months with a social worker visit
Aitkin	175	204	85.8%
Anoka	1,966	2,223	88.4%
Becker	989	1,050	94.2%
Beltrami	1,178	5,755	20.5%
Benton	596	639	93.3%
Big Stone	96	102	94.1%
Blue Earth	611	670	91.2%
Brown	242	260	93.1%
Carlton	541	583	92.8%
Carver	411	522	78.7%
Cass	415	643	64.5%
Chippewa	19	19	100.0%
Chisago	401	453	88.5%
Clay	878	972	90.3%
Clearwater	172	251	68.5%
Cook	70	82	85.4%
Crow Wing	770	1,057	72.8%
Dakota	972	1,088	89.3%
Douglas	220	246	89.4%
Fillmore	175	203	86.2%
Freeborn	335	350	95.7%
Goodhue	448	499	89.8%
Grant	81	95	85.3%
Hennepin	9,452	12,187	77.6%
Houston	116	121	95.9%
Hubbard	451	490	92.0%
Itasca	517	534	96.8%
Kanabec	153	172	89.0%
Kandiyohi	581	622	93.4%
Kittson	66	92	71.7%
Koochiching	116	203	57.1%
Lac qui Parle	192	201	95.5%
Lake	139	160	86.9%
Lake of the Woods	13	13	100.0%
Le Sueur	228	228	100.0%
McLeod	420	460	91.3%
Mahnomen	91	119	76.5%
Marshall	87	97	89.7%
Meeker	209	227	92.1%
Mille Lacs	848	1,101	77.0%
Morrison	439	447	98.2%
Mower	475	513	92.6%
Nicollet	281	285	98.6%
Nobles	318	369	86.2%
Norman	70	71	98.6%
Olmsted	1,085	1,125	96.4%
Otter Tail	376	412	91.3%
Pennington	132	401	32.9%

CY 2013		
Numerator	Denominator	Results
Total months that had a visit	Total months requiring visits in care	Percent of months with a social worker visit
182	204	89.2%
1,731	1,968	88.0%
1,008	1,041	96.8%
1,203	4,456	27.0%
435	440	98.9%
68	76	89.5%
607	653	93.0%
209	216	96.8%
606	670	90.4%
422	493	85.6%
345	418	82.5%
30	30	100.0%
300	331	90.6%
774	863	89.7%
228	259	88.0%
70	81	86.4%
617	909	67.9%
1,143	1,214	94.2%
274	299	91.6%
139	153	90.8%
307	324	94.8%
330	370	89.2%
122	130	93.8%
8,872	10,920	81.2%
112	139	80.6%
292	372	78.5%
450	461	97.6%
510	621	82.1%
148	164	90.2%
476	549	86.7%
125	148	84.5%
180	264	68.2%
134	138	97.1%
89	99	89.9%
3	4	75.0%
121	123	98.4%
337	362	93.1%
31	71	43.7%
64	73	87.7%
319	330	96.7%
279	326	85.6%
422	427	98.8%
490	526	93.2%
232	235	98.7%
269	283	95.1%
84	90	93.3%
1,004	1,061	94.6%
271	294	92.2%
181	359	50.4%

CY 2012		
Numerator	Denominator	Results
Total months that had a visit	Total months requiring visits in care	Percent of months with a social worker visit
140	145	96.6%
1,531	1,754	87.3%
807	814	99.1%
1,202	1,540	78.1%
361	367	98.4%
128	132	97.0%
649	698	93.0%
130	132	98.5%
532	583	91.3%
331	385	86.0%
228	263	86.7%
32	32	100.0%
138	149	92.6%
722	769	93.9%
85	97	87.6%
73	79	92.4%
769	1,021	75.3%
1,025	1,054	97.2%
306	332	92.2%
129	135	95.6%
250	278	89.9%
189	243	77.8%
73	73	100.0%
7,568	8,953	84.5%
96	114	84.2%
198	245	80.8%
260	265	98.1%
494	570	86.7%
108	113	95.6%
490	547	89.6%
80	92	87.0%
111	158	70.3%
63	64	98.4%
119	136	87.5%
		#DIV/0!
60	62	96.8%
309	331	93.4%
38	52	73.1%
66	69	95.7%
269	285	94.4%
186	190	97.9%
306	307	99.7%
423	497	85.1%
237	240	98.8%
173	231	74.9%
67	77	87.0%
973	1,007	96.6%
264	303	87.1%
202	317	63.7%

Three Year Average (2012-2014)		
Numerator	Denominator	Results
Total months that had a visit	Total months requiring visits in care	Percent of months with a social worker visit
497	553	89.9%
5,228	5,945	87.9%
2,804	2,905	96.5%
3,583	11,751	30.5%
1,392	1,446	96.3%
292	310	94.2%
1,867	2,021	92.4%
581	608	95.6%
1,679	1,836	91.4%
1,164	1,400	83.1%
988	1,324	74.6%
81	81	100.0%
839	933	89.9%
2,374	2,604	91.2%
485	607	79.9%
213	242	88.0%
2,156	2,987	72.2%
3,140	3,356	93.6%
800	877	91.2%
443	491	90.2%
892	952	93.7%
967	1,112	87.0%
276	298	92.6%
25,892	32,060	80.8%
324	374	86.6%
941	1,107	85.0%
1,227	1,260	97.4%
1,686	2,086	80.8%
409	449	91.1%
1,547	1,718	90.0%
271	332	81.6%
407	625	65.1%
389	403	96.5%
347	395	87.8%
16	17	94.1%
409	413	99.0%
1,066	1,153	92.5%
160	242	66.1%
217	239	90.8%
797	842	94.7%
1,313	1,617	81.2%
1,167	1,181	98.8%
1,388	1,536	90.4%
750	760	98.7%
760	883	86.1%
221	238	92.9%
3,062	3,193	95.9%
911	1,009	90.3%
515	1,077	47.8%

Pine	377	625	60.3%
Polk	483	492	98.2%
Pope	122	141	86.5%
Ramsey	5,344	6,749	79.2%
Red Lake	10	11	90.9%
Renville	185	227	81.5%
Rice	529	614	86.2%
Roseau	46	49	93.9%
St. Louis	3,747	5,720	65.5%
Scott	273	280	97.5%
Sherburne	480	498	96.4%
Sibley	161	180	89.4%
Stearns	1,904	2,077	91.7%
Stevens	56	62	90.3%
Swift	267	278	96.0%
Todd	512	524	97.7%
Traverse	68	69	98.6%
Wabasha	238	298	79.9%
Wadena	108	117	92.3%
Washington	772	862	89.6%
Watsonwan	92	94	97.9%
Wilkin	44	45	97.8%
Winona	246	278	88.5%
Wright	932	1,026	90.8%
Yellow Medicine	125	125	100.0%
SWHHS: Lincoln, Lyon, Murray, Pipestone, Rock, Redwood	970	1,056	91.9%
DVHHS: Cottonwood & Jackson	292	298	98.0%
Faribault-Martin	713	758	94.1%
MN Prairie: Dodge, Steele, Waseca	652	667	97.8%
Minnesota	49,046	63,731	77.0%

448	666	67.3%
579	584	99.1%
152	161	94.4%
5,837	7,190	81.2%
5	5	100.0%
162	184	88.0%
448	484	92.6%
51	61	83.6%
3,663	5,283	69.3%
340	361	94.2%
378	396	95.5%
75	93	80.6%
1,548	1,689	91.7%
87	91	95.6%
152	163	93.3%
384	407	94.3%
39	43	90.7%
234	280	83.6%
113	118	95.8%
718	776	92.5%
127	128	99.2%
41	44	93.2%
148	195	75.9%
841	977	86.1%
145	146	99.3%
942	998	94.4%
443	460	96.3%
753	801	94.0%
589	607	97.0%
46,087	57,428	80.3%

246	296	83.1%
449	456	98.5%
144	148	97.3%
5,003	5,965	83.9%
10	10	100.0%
89	97	91.8%
428	472	90.7%
49	50	98.0%
3,251	4,379	74.2%
377	386	97.7%
297	301	98.7%
57	64	89.1%
1,314	1,404	93.6%
47	49	95.9%
173	187	92.5%
291	302	96.4%
43	46	93.5%
143	188	76.1%
217	223	97.3%
641	670	95.7%
145	146	99.3%
54	59	91.5%
192	225	85.3%
658	768	85.7%
125	125	100.0%
1,076	1,496	71.9%
333	354	94.1%
536	557	96.2%
463	528	87.7%
39,841	46,251	86.1%

1,071	1,587	67.5%
1,511	1,532	98.6%
418	450	92.9%
16,184	19,904	81.3%
25	26	96.2%
436	508	85.8%
1,405	1,570	89.5%
146	160	91.3%
10,661	15,382	69.3%
990	1,027	96.4%
1,155	1,195	96.7%
293	337	86.9%
4,766	5,170	92.2%
190	202	94.1%
592	628	94.3%
1,187	1,233	96.3%
150	158	94.9%
615	766	80.3%
438	458	95.6%
2,131	2,308	92.3%
364	368	98.9%
139	148	93.9%
586	698	84.0%
2,431	2,771	87.7%
395	396	99.7%
2,988	3,550	84.2%
1,068	1,112	96.0%
2,002	2,116	94.6%
1,701	1,802	94.4%
134,971	167,410	80.6%

Monthly caseworker visits -- % of completed face-to-face visits by a caseworker.

Number of Counties Meeting 90% Threshold 43
Number of Counties Meeting 80% Threshold 62

45
68

47
67

48
70

Child Protection Staffing/Services Allocation Formula Performance Withholds

5/27/2015

Timely Face-to-Face Contact with Alleged Child Victim

Final CY 2014			
	Numerator	Denominator	Results
County/County Consortium	Within timeframe	Total child subjects	Percent having contact within timeframe
Aitkin	57	102	55.9%
Anoka	805	965	83.4%
Becker	279	328	85.1%
Beltrami	195	278	70.1%
Benton	142	163	87.1%
Big Stone	30	42	71.4%
Blue Earth	171	190	90.0%
Brown	179	206	86.9%
Carlton	209	248	84.3%
Carver	275	302	91.1%
Cass	104	143	72.7%
Chippewa	45	45	100.0%
Chisago	127	154	82.5%
Clay	274	323	84.8%
Clearwater	123	133	92.5%
Cook	16	22	72.7%
Crow Wing	279	333	83.8%
Dakota	1,393	1,677	83.1%
Douglas	197	237	83.1%
Fillmore	70	80	87.5%
Freeborn	127	142	89.4%
Goodhue	138	156	88.5%
Grant	49	59	83.1%
Hennepin	3,974	6,701	59.3%
Houston	31	49	63.3%
Hubbard	191	220	86.8%
Isanti	122	160	76.3%
Itasca	194	255	76.1%
Kanabec	54	65	83.1%
Kandiyohi	251	294	85.4%
Kittson	15	16	93.8%
Koochiching	55	70	78.6%
Lac qui Parle	35	40	87.5%
Lake	45	53	84.9%
Lake of the Woods	15	16	93.8%
Le Sueur	98	110	89.1%
McLeod	279	304	91.8%
Mahnomen	18	21	85.7%

CY 2013		
Numerator	Denominator	Results
Within timeframe	Total child subjects	Percent having contact within timeframe
59	111	53.2%
737	925	79.7%
266	361	73.7%
194	287	67.6%
111	137	81.0%
14	15	93.3%
154	204	75.5%
183	200	91.5%
177	196	90.3%
265	317	83.6%
122	155	78.7%
46	46	100.0%
125	154	81.2%
268	371	72.2%
139	182	76.4%
29	37	78.4%
216	237	91.1%
1,295	1,518	85.3%
195	264	73.9%
62	69	89.9%
140	164	85.4%
117	145	80.7%
63	67	94.0%
3,751	6,757	55.5%
26	46	56.5%
124	145	85.5%
183	233	78.5%
211	295	71.5%
45	58	77.6%
284	342	83.0%
3	5	60.0%
52	61	85.2%
46	56	82.1%
52	64	81.3%
21	21	100.0%
67	67	100.0%
233	255	91.4%
7	12	58.3%

CY 2012		
Numerator	Denominator	Results
Within timeframe	Total child subjects	Percent having contact within timeframe
47	87	54.0%
862	1,055	81.7%
159	223	71.3%
129	209	61.7%
135	153	88.2%
16	31	51.6%
195	292	66.8%
150	167	89.8%
201	227	88.5%
300	339	88.5%
105	143	73.4%
34	34	100.0%
102	133	76.7%
190	307	61.9%
167	207	80.7%
13	22	59.1%
198	250	79.2%
1,385	1,652	83.8%
197	247	79.8%
55	61	90.2%
95	108	88.0%
38	75	50.7%
52	58	89.7%
3,899	6,029	64.7%
22	42	52.4%
92	129	71.3%
156	185	84.3%
151	209	72.2%
97	113	85.8%
249	306	81.4%
11	16	68.8%
51	68	75.0%
26	26	100.0%
44	71	62.0%
13	14	92.9%
90	92	97.8%
184	211	87.2%
4	8	50.0%

Three Year Average (2012-2014)		
Numerator	Denominator	Results
Within timeframe	Total child subjects	Percent having contact within timeframe
163	300	54.3%
2,404	2,945	81.6%
704	912	77.2%
518	774	66.9%
388	453	85.7%
60	88	68.2%
520	686	75.8%
512	573	89.4%
587	671	87.5%
840	958	87.7%
331	441	75.1%
125	125	100.0%
354	441	80.3%
732	1,001	73.1%
429	522	82.2%
58	81	71.6%
693	820	84.5%
4,073	4,847	84.0%
589	748	78.7%
187	210	89.0%
362	414	87.4%
293	376	77.9%
164	184	89.1%
11,624	19,487	59.7%
79	137	57.7%
407	494	82.4%
461	578	79.8%
556	759	73.3%
196	236	83.1%
784	942	83.2%
29	37	78.4%
158	199	79.4%
107	122	87.7%
141	188	75.0%
49	51	96.1%
255	269	94.8%
696	770	90.4%
29	41	70.7%

Marshall	56	58	96.6%
Meeker	54	61	88.5%
Mille Lacs	248	280	88.6%
Morrison	164	170	96.5%
Mower	257	317	81.1%
Nicollet	86	89	96.6%
Nobles	144	180	80.0%
Norman	65	67	97.0%
Olmsted	686	775	88.5%
Otter Tail	255	328	77.7%
Pennington	15	28	53.6%
Pine	167	235	71.1%
Polk	282	299	94.3%
Pope	53	66	80.3%
Ramsey	2,050	2,200	93.2%
Red Lake	7	7	100.0%
Renville	79	114	69.3%
Rice	255	298	85.6%
Roseau	63	67	94.0%
St. Louis	1,270	1,723	73.7%
Scott	493	589	83.7%
Sherburne	247	278	88.8%
Sibley	79	87	90.8%
Stearns	378	625	60.5%
Stevens	49	53	92.5%
Swift	137	159	86.2%
Todd	85	119	71.4%
Traverse	64	67	95.5%
Wabasha	91	106	85.8%
Wadena	91	115	79.1%
Washington	514	554	92.8%
Watonwan	27	32	84.4%
Wilkin	26	32	81.3%
Winona	331	347	95.4%
Wright	416	498	83.5%
Yellow Medicine	66	68	97.1%
SWHHS: Lincoln, Lyon, Murray, Pipestone, Rock, Redwood	305	387	78.8%
DVHHS: Cottonwood & Jackson	89	96	92.7%
Faribault-Martin	278	348	79.9%
MN Prairie: Dodge, Steele, Waseca	331	376	88.0%
Minnesota (Counties)	21,014	27,000	77.8%

50	52	96.2%
27	33	81.8%
293	329	89.1%
125	137	91.2%
163	238	68.5%
78	78	100.0%
93	115	80.9%
45	58	77.6%
642	709	90.6%
223	298	74.8%
20	38	52.6%
114	241	47.3%
337	352	95.7%
94	107	87.9%
1,723	1,865	92.4%
2	2	100.0%
51	92	55.4%
211	249	84.7%
54	63	85.7%
1,187	1,790	66.3%
539	654	82.4%
273	302	90.4%
76	93	81.7%
383	652	58.7%
24	32	75.0%
59	69	85.5%
79	129	61.2%
39	47	83.0%
56	76	73.7%
148	195	75.9%
533	574	92.9%
37	49	75.5%
11	15	73.3%
364	392	92.9%
316	424	74.5%
87	96	90.6%
288	380	75.8%
61	82	74.4%
210	272	77.2%
299	373	80.2%
19,496	26,331	74.0%

52	56	92.9%
20	32	62.5%
206	229	90.0%
126	129	97.7%
141	179	78.8%
126	140	90.0%
67	77	87.0%
54	59	91.5%
537	613	87.6%
241	317	76.0%
12	26	46.2%
125	218	57.3%
255	286	89.2%
59	74	79.7%
1,659	1,841	90.1%
4	4	100.0%
54	71	76.1%
240	266	90.2%
41	50	82.0%
1,166	1,663	70.1%
452	515	87.8%
213	239	89.1%
65	73	89.0%
299	515	58.1%
41	61	67.2%
85	94	90.4%
91	118	77.1%
35	44	79.5%
54	77	70.1%
144	185	77.8%
511	605	84.5%
42	60	70.0%
11	19	57.9%
302	337	89.6%
365	464	78.7%
58	68	85.3%
277	331	83.7%
90	100	90.0%
189	284	66.5%
233	299	77.9%
18,656	24,417	76.4%

158	166	95.2%
101	126	80.2%
747	838	89.1%
415	436	95.2%
561	734	76.4%
290	307	94.5%
304	372	81.7%
164	184	89.1%
1,865	2,097	88.9%
719	943	76.2%
47	92	51.1%
406	694	58.5%
874	937	93.3%
206	247	83.4%
5,432	5,906	92.0%
13	13	100.0%
184	277	66.4%
706	813	86.8%
158	180	87.8%
3,623	5,176	70.0%
1,484	1,758	84.4%
733	819	89.5%
220	253	87.0%
1,060	1,792	59.2%
114	146	78.1%
281	322	87.3%
255	366	69.7%
138	158	87.3%
201	259	77.6%
383	495	77.4%
1,558	1,733	89.9%
106	141	75.2%
48	66	72.7%
997	1,076	92.7%
1,097	1,386	79.1%
211	232	90.9%
870	1,098	79.2%
240	278	86.3%
677	904	74.9%
857	1,048	81.8%
59,160	77,748	76.1%

Time to first completed face-to-face contact with child subjects of any CP assessment or investigation

Number of Counties Meeting 90% Threshold	22	20	15	13
Number of Counties Meeting 80% Threshold	58	43	39	44



Le Sueur County, MN

Tuesday, June 16, 2015

Board Meeting

Item 4

10:15 a.m. Human Resources (10 min.)

Staff Contact:



Human Resources

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

HUMAN RESOURCES AGENDA ITEMS June 16, 2015

Recommendation to approve ending employment with employee #1868, effective June 11, 2015.

Recommendation to grant regular status to Kayla Wagner, full time GIS Specialist, Land Records Department, effective June 15, 2015. Kayla has completed the six-month probationary period.

Recommendation to grant regular status to Katherine Van Otterloo, full time Agency Social Worker, Human Services, effective June 8, 2015. Katherine has completed the six-month probationary period.

Recommendation to grant regular status to Alana Adams, full time Agency Social Worker, Human Services, effective June 8, 2015. Alana has completed the six-month probationary period.

Recommendation to promote Jay Hanna, full time Help Desk Technician, Information Technology Department, to full time IT Help Desk Supervisor as a Grade 9, Step 1 at \$20.33 per hour effective June 22, 2015.

Recommendation to post and advertise for a full time Help Desk Technician, Information Technology Department, Grade 6, Step 1 at \$17.07 per hour.

Recommendation to hire Tina Hering as a full time Registered Nurse, in Public Health, as a Grade 10, Step 4 at \$23.98 per hour, effective June 23, 2015.

Recommendation to post and request the merit list for a full time Agency Social Worker, in Human Services, as a Grade 10, Step 1 at \$21.55 per hour.

Recommendation to advertise for a part time Building and Grounds Worker, in Building Maintenance, as a Grade 3, Step 1 at \$14.33 per hour.

Recommendation to hire Jamie Scherf as a full time Deputy Sheriff in the Sheriff's Office as a Grade 10, Step 7 at \$26.65 per hour, effective June 29, 2015.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, June 16, 2015

Board Meeting

Item 5

10:25 am Jim McMillen, Maintenance (5 min)

RE: Floor scrubber

Staff Contact:

QUOTE

DATE: 06/08/15



SupplyworksTM

Smarter Maintenance Solutions

TO: Le Sueur Co.
Attn: Jim

1930 ENERGY PARK DRIVE SUITE 260
ST. PAUL, MN. 55108
Office: 651-646-7933

F.O.B.		NET 10	EST. DELIVERY TIME:		
QTY	PART #		DESCRIPTION	PRICE/UM	AMOUNT
EA	5834127		Demo Taski 350 Autoscrubber Complete Machine, AGM Batteries, on board Charger	\$ 3,755.00	\$ 3,755.00
			List price is \$5075.00		
TOTAL					\$ -
<p>ABOVE PRICES GOOD FOR 30 DAYS All prices quoted are before applicable taxes.</p>					



United for a cleaner, safer and healthier America

AmSan Minnesota
1930 Energy Park Dr, Ste 260
St. Paul, Minnesota 55108
(651) 646-7933

Fax (651) 645-6395

www.amsan.com

Quotation

To: US Communities
Attn: Jim M.

Table with 2 columns: Label (Date, Terms, F.O.B., Customer PO No.) and Value (3/17/2015, Your dock)

AS PER YOUR INQUIRY OF

WE ARE PLEASED TO QUOTE AS FOLLOWS:

Main quotation table with 5 columns: PRODUCT NO., QUANTITY, DESCRIPTION, UNIT PRICE, TOTAL PRICE. Includes items like Taski Swingo 755, 455B, and 350.

ABOVE QUOTATION IN EFFECT UNTIL 60 days

Prices subject to change without notice after above date.

For further information contact our sales representative: Jeff Moody
952-261-5477

THANK YOU FOR THE OPPORTUNITY TO QUOTE
AMSAN

BY Jeff Moody



Le Sueur County, MN

Tuesday, June 16, 2015

Board Meeting

Item 6

10:30 am Reconvene Ditch 58 Public Hearing (45 min)

Staff Contact:

June 10, 2015

Le Sueur County Drainage Authority
88 South Park Avenue
Le Center, MN 56057



Re: Amendment to the Le Sueur County Ditch No. 58 Repair Report

Members of the Le Sueur County Drainage Authority:

At the previous hearing for Le Sueur County Ditch No. 58 (CD 58) ISG was asked to look into different options to repair Branch 2 of CD 58 in a cost effective and feasible way. ISG has looked into multiple options and has presented the best option as referenced herein.

The most cost effective way to repair Branch 2 is for the proposed tile to closely follow the alignment of the existing Branch 2 tile. This requires the least amount of tile needed for the repair. The problem with following the existing tile alignment is that the soils have subsided after the original Branch 2 was installed and there is no longer adequate cover over the pipe. ISG has proposed to repair the first 1,100 linear feet of Branch 2 with a larger tile that will be installed at a flatter grade. This will restore the amount of cover above the tile without increasing capacity of the system.

The original profile drawings of Branch 2 show the tile having between four to six feet of cover above the pipe at the upper end of the Branch. Installing the larger tile at a flatter grade will restore close to the original amount of cover above the pipe. This can be seen in the profile drawing attached to this amendment.

It is proposed that the original 14-inch tile be replaced with an 18-inch tile. The 14-inch tile was installed at a 0.18% slope. Using Manning's equation, the original tile has a capacity of 2.29 cfs. The proposed 18-inch tile will be installed at a 0.04% slope; this gives the proposed tile a capacity of 2.11 cfs.

The cost to repair Branch 2 with this option is \$109,200. This amount is for the repair of the tile system and does not include the costs to repair the existing swale, when the swale is added the total cost for the repair is 161,443. A detailed cost estimate is attached.

Based on the request to look into different options for repairing Branch 2, the amendment has been made to the CD 58 Repair Report. ISG feels that this option is both cost effective and feasible. It should be noted that even though a larger tile is being proposed it has been shown that this will not increase the capacity of the system and therefore is still considered as a repair and not an improvement. It is our recommendation that the Drainage Authority move ahead with this option at the continuance of the repair hearing.

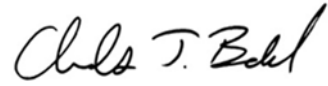
115 East Hickory Street, Suite 300 + Mankato, MN 56001
info@is-grp.com + www.is-grp.com
P: 507.387.6651

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Please contact us with any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Chuck J. Brandel". The signature is written in a cursive style with a large initial 'C'.

Chuck J. Brandel, PE
Civil Engineer/Principal



REPAIR COSTS

BRANCH 2

Item No.	Item	Unit	Quantity	Unit Price	Amount
001	Mobilization	LS	1	\$ 2,709.20	\$ 2,709.20
002	18" Tile Outlet (Riprap & Geotextile Fabric)	LS	1	\$ 600.00	\$ 600.00
003	18-Inch Agricultural Tile (Original 14-inch)	LF	1,100	\$ 28.00	\$ 30,800.00
004	12-Inch Agricultural Tile	LF	1,200	\$ 22.00	\$ 26,400.00
005	8-Inch Agricultural Tile	LF	810	\$ 16.00	\$ 12,960.00
006	Drop Intake	EA	3	\$ 1,300.00	\$ 4,043.00
007	Tile Connections	EA	8	\$ 325.00	\$ 2,600.00
Total					\$ 80,200.00
10% Unforeseen					\$ 8,020.00
Subtotal					\$ 88,220.00
Temporary Damages		AC	7.2	\$ 800.00	\$ 5,760.00
County Administration Costs					\$ 3,088.00
Topographic Survey					\$ 2,427.00
Repair Plans, and Specifications					\$ 3,970.00
Construction Staking & Administration					\$ 5,735.00
Total Tile Repair Cost					\$ 109,200.00

SWALE REPAIR COSTS

BRANCH 2

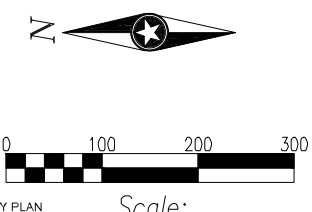
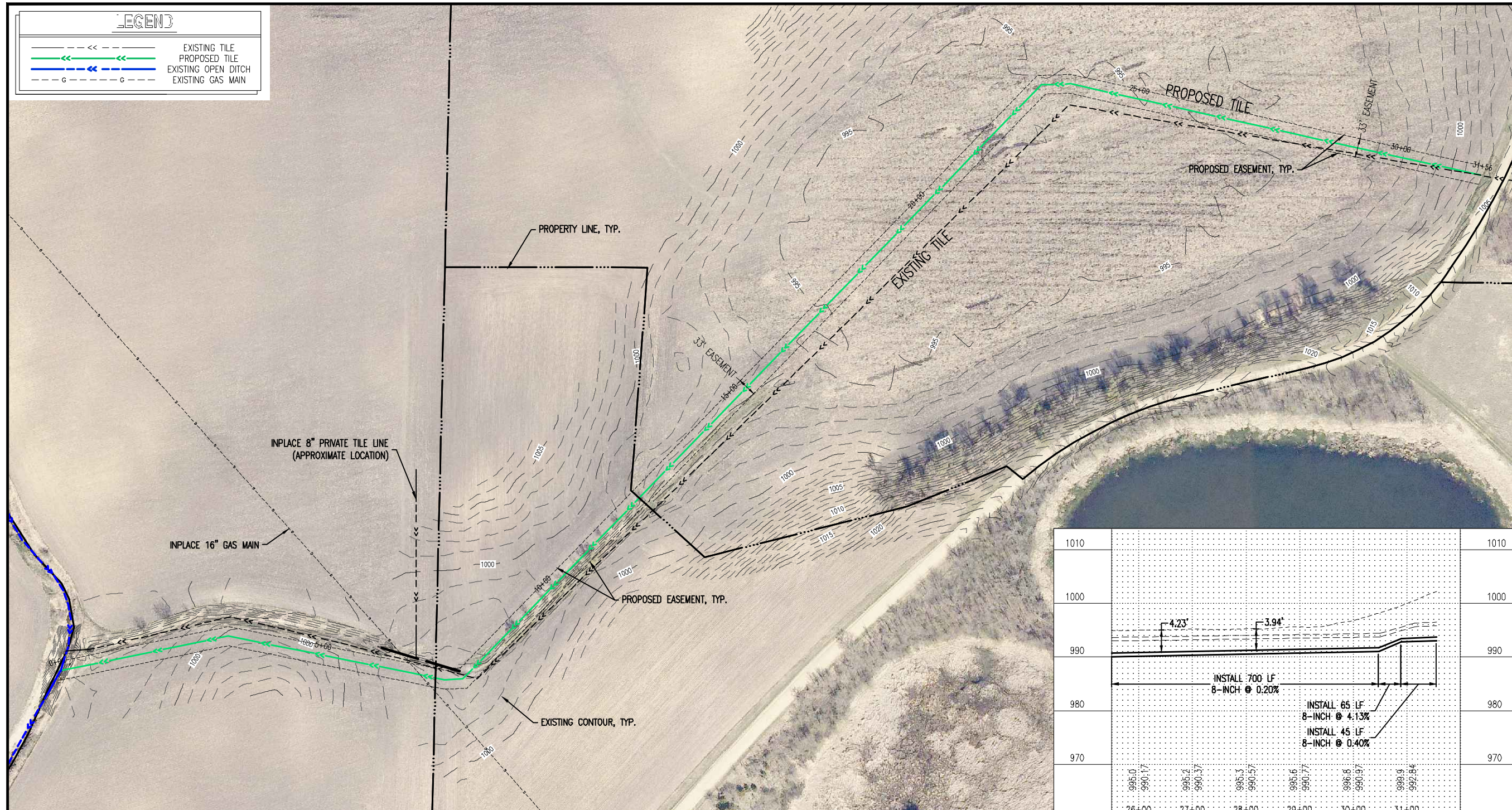
Item No.	Item	Unit	Quantity	Unit Price	Amount
001	Mobilization	LS	1	\$ 2,430.00	\$ 2,430.00
002	Clear & Grub Existing Trees	LS	1	\$ 3,200.00	\$ 3,200.00
003	24" Tile Outlet (Riprap & Geotextile Fabric)	LS	1	\$ 1,000.00	\$ 1,000.00
004	24-Inch Culvert Outlet	LF	40	\$ 34.00	\$ 1,360.00
005	24-Inch Drop Intake	EA	1	\$ 1,200.00	\$ 1,200.00
006	24-Inch CMP Culvert (Crossing)	LF	130	\$ 40.00	\$ 5,200.00
007	Clean & Regrade Swale	LF	1,500	\$ 5.00	\$ 7,500.00
008	Seed Disturbed Swale Area (Mix 34-261)	AC	1.50	\$ 2,000.00	\$ 3,000.00
009	Install MnDOT Category 4 Erosion Control Blanket	SY	1,500	\$ 7.25	\$ 10,875.00
010	Random Riprap Class III (On Type 4 Geotextile Fabric)	CY	50	\$ 80.00	\$ 4,000.00
Total					\$ 39,800.00
10% Unforeseen					\$ 3,980.00
Subtotal					\$ 43,780.00
Temporary Damages		AC	1.1	\$ 800.00	\$ 909.09
County Administration Costs					\$ 1,533.00
Topographic Survey					\$ 1,204.00
Repair Plans, and Specifications					\$ 1,971.00
Construction Staking & Administration					\$ 2,846.00
Total Swale Repair Cost					\$ 52,243.09
Total Repair Cost					\$ 161,443.09

LEGEND

- <<---<< EXISTING TILE
- >>--->> PROPOSED TILE
- G---G--- EXISTING OPEN DITCH
- c---c--- EXISTING GAS MAIN

ISG Architecture
Engineering
Environmental
Planning
www.is-grp.com

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CHARLES J. BRANDEL

DATE _____ LIC. NO. 43359

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ LIC. NO. _____

THIS DOCUMENT IS THE PROPERTY OF I+S GROUP, INC. AND MAY NOT BE USED, COPIED OR DUPLICATED WITHOUT PRIOR WRITTEN CONSENT.

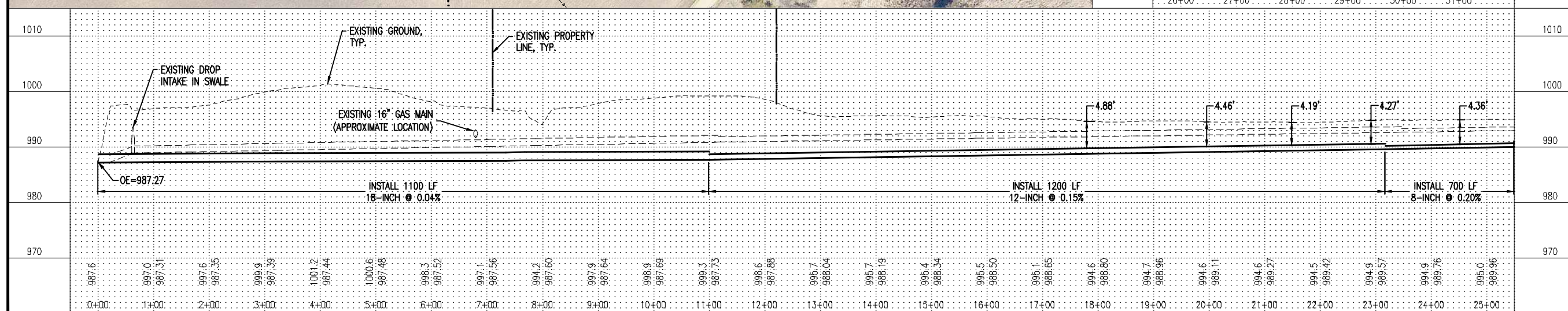
LE SUEUR COUNTY
COUNTY DITCH NO. 58 REPAIRS

CLEVELAND TWP. MINNESOTA

REVISION SCHEDULE	
NO	DESCRIPTION

PROJECT NO. 17265
FILE NAME 17265 CD 58 PROFILES
DRAWN BY ASB/KDS
DESIGNED BY ASB/KDS/CJB
REVIEWED BY CJB
ISSUE DATE ---
CLIENT PROJECT NO. ---

REPAIR PROFILE



SHEET

STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR LE SUEUR COUNTY DITCH 58

The matter of the Repair of Branch 2 of Le Sueur County Ditch 58

Final Repair Order

At a hearing on the repair of Branch 2 of Le Sueur County Ditch (LCD) 58, on May 19, 2015, recessed and continued to June 16, 2015 in the Commissioner's room of the Le Sueur County Courthouse, 88 South Park Avenue, Le Center Minnesota, Commissioner _____ made a motion to adopt the following Findings and Order:

WHEREAS, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 58, upon concerns expressed by owners of property benefited by the drainage system in the vicinity of Branch 2 of LCD 58, directed an inspection of a portion of the drainage system and preparation of a condition report along with recommendations for repair, if necessary to restore the drainage system as nearly as practicable to the same hydraulic capacity as originally constructed and subsequently improved; and

WHEREAS, the inspection was completed and the consulting engineer reported that Branch 2 of LCD 58 is failing and in need of repair; and

WHEREAS, the consulting engineer presented two options for repair that will restore the hydraulic capacity of the system and protect the system from further deterioration; and

WHEREAS, the Board, after making findings regarding the condition of the drainage system and the need for its repair, directed that the engineer evaluate a third repair option more closely following the original alignment of the drainage system; and

WHEREAS, the engineer filed a revised repair report dated April 13, 2015, detailing three repair options for the drainage system; and

[15741-0020/2035904/1]

1

WHEREAS, on June 10, 2015, the engineer submitted a repair report addendum detailing a fourth repair option; and

WHEREAS, the four alternatives presented are feasible and consistent with the statutory definition of repair found in statutes section 103E.701 which includes restoring “all or a part of a drainage system as nearly as practicable to the same hydraulic capacity as originally constructed” and “realignment to original construction if necessary to restore the effectiveness of the drainage system;” and

WHEREAS, the Board noticed and held a hearing on the engineer’s repair report in order to take public comment regarding the repair alternatives, including the cost and functionality of the repair alternatives; and

WHEREAS, the engineer recommends repair option four, as detailed in the repair report addendum. The engineer’s recommendation is based on efficient restoration of drainage function, cost, protection of the drainage system and low, long term repair and maintenance costs; and

WHEREAS, the public concerns expressed at the hearing indicated a public preference for lower cost, increased functionality and long term protection of the function of the drainage system; and

WHEREAS, the public comments and the Board’s analysis of the alternatives provided by the engineer lead the Board to conclude that the engineer’s recommended alternative 4 (\$161,443), though not the least expensive alternative (alternative 1, \$148,274; alternative 2 (\$183,950); and alternative 3, \$154,816), will best provide the protection that is desired for the

tile, accessibility required by existing private drainage tile, and restoration of hydraulic capacity;
and

WHEREAS, alternative 1 may cause interference with the function of private tile connecting with the drainage system from the east and will require the acquisition of additional right of way and damage payment, alternative 2 is the most expensive alternative and will require the acquisition of additional right of way and damage payment, and alternative 3 will result in a shallow laid tile that will likely be prone to future damage and increase maintenance costs; and

WHEREAS, the Board restates its findings that Branch 2 of LCD 58 is failing and in need of repair and the repair of Branch 2 of LCD 58 is necessary to restore the hydraulic efficiency of the system and to protect the system from further deterioration; and

WHEREAS, the Board further finds, based on the repair report, the repair report addendum and the evidence presented, that the recommended repair is necessary for the best interests of the affected property owners.

THEREFOR, based upon findings above, the Board makes the following:

ORDER

1. That Branch 2 of LCD 58 be repaired according to the engineer's recommended repair alternative 4 as indicated in the engineer's repair report addendum dated June 10, 2015.
2. That the engineer prepare plans and specifications for the repair and bid the project.
3. That the drainage authority authorizes the engineer and staff proceed as provided in statutes sections 103E.501, et seq. and reserves to itself those actions required by the drainage code to be taken by the drainage authority.

4. That if a contract is awarded for the repair, the assessment for repair of Branch 2 of LCD 58 be divided over a period of at least 2 years in order to satisfy the requirements of statutes section 103E.705, subd. 6 which limits annual repair assessments to an amount less than \$100,000.

The motion was seconded by Commissioner _____, and after discussion, the motion _____ and the findings and order were _____ by a vote of ___ yes and ___ no.

Dated this ____ day of _____, 2015.

LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY
DITCH 58

By _____
Chairperson



Le Sueur County, MN

Tuesday, June 16, 2015

Board Meeting

Item 7

11:15 am Dave Tietz, Sheriff (5 min)

RE: I-Mobile Contract

RE: Out-of-town Travel for Father George Grafsky and Sgt. Dave Struckman to the International Conference of Police Chaplains in Sacramento, California

Staff Contact:



Minnesota State Patrol

445 Minnesota Street • Suite 130 • Saint Paul, Minnesota 55101-5130
Phone: 651.201.7100 • Fax: 651.296.5937 • TTY: 651.282.6555
www.dps.state.mn.us

6/1/2015

Dear Sheriff Tietz,

We are writing your agency regarding the use of the State run I-Mobile program. In January of 2015, the Minnesota State Patrol mailed a new I-Mobile contract to your agency. As of 6/1/2015, we have not received a response, signed or declined contract.

Please have the appropriate authority(s) sign both contracts, and return the signed contracts and resolution to:

Kyle Christy
Minnesota State Patrol
445 Minnesota Street – Suite #130
Saint Paul, MN 55101-5130

Thank you,

Kyle Christy
Minnesota State Patrol
Headquarters Fleet Section
651-201-7141 (office)
Kyle.christy@state.mn.us

Alcohol
and Gambling
Enforcement

ARMER/911
Program

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Traffic Safety

State Fire
Marshal and
Pipeline Safety



EQUAL OPPORTUNITY EMPLOYER

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety, State Patrol Division ("State") and **Le Sueur County Sheriff's Department** ("Governmental Unit").

Recitals

Under Minn. Stat. §§ 471.59, subd. 3 and 10, the State is authorized to enter into joint powers agreements with Governmental Units within the state of Minnesota, and may charge the Governmental Unit for services provided;

Under Minn. Stat. § 299D.04, the State is authorized to enter into necessary agreements for participation in a nationwide police communication system;

Under Minn. Stat. § 626.76 the State has authority to assist other peace officers in the line of their duty and within the course of their employment;

Under Minn. Stat. § 299C.46, Subd 2., the Governmental Unit is defined as a Criminal Justice Agency; and throughout this Agreement will adhere to and maintain a valid Criminal Justice Data Communications Network Agreement with the Minnesota Bureau of Criminal Apprehension (BCA) for obtaining and accessing Criminal Justice Information System (CJIS) information;

Under Minn. Stat. §§ 171.12, 171.07 Subd. 1 (a) and 168.346, and United States Code, title 18, section 2721, # 1, the Governmental Unit's law enforcement officers are authorized access to driver and vehicle information and to driver license photos for use in carrying out their duties; and

Through this agreement, the Governmental Unit is requesting connection to and access to information provided by the State's I/Mobile System for the Governmental Unit's officers for obtaining information necessary to their duties while away from the office.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** 1/1/2015, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** 1/1/2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Upon expiration or termination of this agreement, the Governmental Unit must immediately discontinue accessing any information provided by the State's I/Mobile System as provided in this agreement.

2 Agreement between the Parties

The purpose of this agreement is for the State to provide the Governmental Unit with access to the State's I/Mobile system, through software purchased and installed by the Governmental Unit on the Governmental Unit's laptop computers mounted in the Government Unit's vehicle(s).

The properly installed software and system will give the Governmental Unit:

- a) The ability to run driver's license checks, vehicle checks, driver license photos and additional Criminal Justice Information System (CJIS) queries, authorized by the BCA. The Governmental Unit agrees, pursuant to Minn. Stat. § 171.07 Subd. 1a., driver license photos may be shared with law enforcement only for the purpose in the investigation and prosecution of crimes. The Governmental Unit further agrees that additional CJIS query data information is provided under Minn. Stat. § 13.82 Subd. 24., authorizing the exchange of information by law enforcement agencies provided the exchanged information is pertinent and necessary to the requesting agency in initiating, furthering, or completing an investigation, except no public personnel data.
- b) The Governmental Unit's officers will also be able to use the provided State's I/Mobile map to show all signed on/GPS (Global Positioning System) enabled State units. The Governmental Unit's vehicle(s) will also show up on this map provided that Governmental Unit has GPS enabled vehicles and the unit is

- currently signed into the State's I/Mobile system.
- c) The ability to send and receive Mobile messages to other units signed on to I/Mobile system.
 - d) The ability to query location of signed on State I/Mobile units and Governmental Unit Mobile units.

The Governmental Unit will provide/install their vehicles which they want capable to be equipped with the State's I/Mobile system with equipment that conforms to specifications provided by State and listed in Exhibit A, which is attached and incorporated into this agreement.

The Governmental Unit will maintain the system administration user ID (Identification)/password for all the Governmental Unit's computer laptops installed with the State's I/Mobile system software, and will provide the State's information technology (IT) staff access to the Governmental Unit's laptop computers as required for installing the State's I/Mobile system software onto the Governmental Unit's computer laptops. The Governmental Unit's system administration password must be a strong password composed of at least 8 characters including at least one upper case, one lower case, one special character and one number.

Prior to the State installing the State's I/Mobile system software onto the Governmental Unit's laptop computers, the Governmental Unit must acquire the necessary computer software (Intergraph's I/Mobile, an anti-virus package such as Norton or McAfee, MS Windows, and any other applications such as Easystreet Draw), and pay all software maintenance/upgrade fees for these software packages directly to the providing software vendor. This is the responsibility of the Governmental Unit, not the State.

During the terms of this agreement, the Governmental Unit will provide the State's IT staff with access to the Governmental Unit's laptop computers, loaded with the State's I/Mobile system software, for the purpose of the State providing State I/Mobile system maintenance/upgrades and for troubleshooting purposes. The State's Authorized Representative of this agreement will designate a set period of time for providing and completing these system maintenance/upgrades, and will schedule the necessary maintenance/upgrades with the Governmental Unit's Authorized Representative of this agreement to determine a mutually agreed upon location and time to complete the maintenance/upgrades required.

The Governmental Unit shall establish a policy for safe usage of I Mobile/Mobile Data Computers for officers/supervisors that includes how governmental unit emergencies will be addressed. Any Unit Alarms including unit emergency initiated from Mobile Data Computers will not be displayed or monitored by Minnesota State Patrol (MSP) Dispatchers. I/Mobile messages from other agencies shall be considered confidential for purposes of this agreement. MSP Dispatchers will not relay or broadcast to Governmental Units any informational messages of any type, including but not limited to "Attempt to Locate" (ATL), "Be on the Look Out" (BOLO) or other Officer Safety messages.

The State's Authorized Representative of this agreement will notify the Governmental Unit's Authorized Representative of this agreement at least 3 working days in advance of scheduled system maintenance/upgrades as well as scheduled outages. It is understood that computer systems are not available 100% of the time and sometimes there are unplanned outages.

To be a part of this program and to have the State's I/Mobile system software loaded on the Governmental Unit's computer laptops, the Governmental Unit must adhere to the requirements of the State and other agencies, which are listed in Exhibit B, which is attached and incorporated into this agreement.

Any modifications to the Exhibits of this agreement will be emailed to the Governmental Unit's Authorized Representative of this agreement by the State's Authorized Representative of this agreement, and will be printed out and kept on file with the executed copy of this agreement, and are hereby incorporated into the agreement by reference. The Governmental Unit's Authorized Representative of this agreement is required to acknowledge receipt of exhibit modifications by email back to the State's Authorized Representative within 20 working days.

3 Payment

While the State receives federal funding for this Allied Agency initiative, the Governmental Unit will not be charged for the use of the State's I/Mobile system. This Allied Agency initiative is currently federally funded through September 30, 2010, and this federal funding may be extended on an annual basis. If the federal funding is not

extended beyond September 30, 2010, the State will give the Governmental Unit 60 days written notice before the expiration date of the federal funding and the begin date for charging the Governmental Unit for the use of the State's I/Mobile system software. Once charging begins, consideration for services provided by the State will be paid by the Governmental Unit to the State at a rate of \$30.00 per month for each Governmental Unit's computer laptop loaded with the State's I/Mobile system software. Payment to the State is to be made payable to the Minnesota Department of Public Safety, and sent directly to the Minnesota State Patrol – Accounts Receivable, at 445 Minnesota Street, Suite 130, Town Square, St. Paul, Minnesota 55101.

The State is not responsible for software purchased, or software/maintenance or license fees required by Intergraph Corporation or any other vendor. These fees are the responsibility of the Governmental Unit and are to be paid directly to the vendor(s). The State is also not responsible for the care and upkeep of equipment, hardware and other software purchased by the Governmental Unit.

The State is also not responsible for any damages caused by the Governmental Unit and/or its employees or vendors due to, or thought to be caused by the Governmental Unit's usage or removal of the system, e.g., any vehicle or property damages.

The State is not responsible for installation or removal costs or related costs on the loaner program. On the loaner program, the state is responsible for repairs to the MDC and VRM modems for the first six (6) months. If the loaner program goes beyond six (6) months, the loaner agency is responsible for repair costs to the MDC or VRM. The agency has the option of returning the equipment without replacement in lieu of paying for repairs. Assets loaned will be documented and signed for at issuance and upon return of the equipment.

If NetMotion software is required to connect to the State's I-Mobile system, the State will allow the Governmental Unit to use the State's NetMotion license at no charge, as long as the State has licenses available.

If the federal funding expires, the State will invoice the Governmental Unit monthly and in arrears of services provided beginning no sooner than November 1, 2010, and itemized invoices are due and payable in full within thirty (30) days of the invoice date.

Invoices not paid within 90 days from the invoice date will be turned over to the Minnesota Department of Revenue for collection. If collection is unsuccessful, invoice shall be turned over to a collection agency. The State may charge interest. See Minnesota Statutes, Section 16D.13, subd. 2. For this purpose the Governmental Unit will provide their federal taxpayer identification number to the State: 41-600-5828

Also, if the Governmental Unit has not paid their invoice to the State within 90 days, the Governmental Unit's use of the State's I/Mobile system will be terminated by the State.

4 Authorized Representatives

The State's Authorized Representative is Kyle Christy, I-Mobile Specialist 445 Minnesota Street, Suite 130, Saint Paul, MN 55101, 651-201-7100, or his/her successor.

The Governmental Unit's Authorized Representative is Sheriff Dave Tietz, Le Sueur County Sheriff's Department 88 South Park Ave. Le Center, MN 56057

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this 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 agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to

bind either party.

6 Liability

The Governmental Unit will 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 agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement. The Governmental Unit's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Section 466.01-466.15 and other applicable law.

7 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement 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 agreement.

8 Government Data Practices

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

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will either give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released or submit the data directly to the appropriate party.

9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10 Termination

10.1 *Termination.* The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 *Termination for Insufficient Funding.* The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the execution of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to reimbursement, determined on a pro rata basis, for unfilled services to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

10.3 Upon expiration or termination of this agreement, the Governmental Unit must immediately discontinue accessing any information provided by the State's I/Mobile System as provided in this agreement.

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1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Contract No. _____

2. GOVERNMENTAL UNIT

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

By: 

Title: Le Sueur County Sheriff

Date: 6/4/2015

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: Chief, Minnesota State Patrol

Date: _____

4. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

(with delegated authority)

Date: _____

Distribution:

Agency

Governmental Unit

State's Authorized Representative

Exhibit A

(Page 1 of 1)

Specifications for Governmental Unit:

Each Governmental Unit's squad (unit) that the Governmental Unit wants equipped to mount a computer laptop for this system will need to have the following:

Laptop computer

Communication via modem (using Patrol's RF) or via cellular aircard with NetMotion

Cables for modem (if using State's Radio Frequency (RF) / GPS installation (optional)

Optional:

GPS

Docking station (highly recommended to prevent laptop from sliding around vehicle)

Magnetic Stripe reader (used to read drivers' licenses into I/Mobile and then into the BCA's Criminal Justice Information System (CJIS) screen)

Laptop computer requirements:

At least 512 meg memory (State standard is at least 1 gig memory as additional applications are running)

10 GB hard drive

Windows XP

CD ROM drive (DVD/combo drive will work)

2 serial ports if using Motorola modem (RF communications)

1 serial port if using cellular and also GPS

Software:

NetMotion – if using cellular

I/Mobile – Intergraph Corporation

Anti-virus package (Norton or McAfee)

Window XP (can run 2000 but will function better with XP) ***No Vista at this time

Users will need full access to C Drive on laptop

Exhibit B

(Page 1 of 1)

Governmental Unit must adhere to the following requirements:

1. Must follow all specifications and requirements from Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA) for access to the Criminal Justice Information Systems, including meeting BCA CJIS training and certification requirements for access to CJIS data.
2. All messages are to be kept pursuant to the Minnesota Data Practices Act.
3. Governmental Unit's Authorized Representative (or designate) must review I/Mobile messages monthly to ensure conformity to standards outlined in Exhibit C, of this agreement, which is attached and incorporated into this agreement.
4. Governmental Unit must comply with any additional requirements from the BCA in a timely manner.
5. In the event that a Governmental Unit's computer is damaged or decommissioned, it is the Governmental Unit's responsibility to clean the hard drive of all confidential material.
6. Governmental Unit will keep all passwords secure including the system administrator's password, users' passwords and I/Mobile system software's passwords. Passwords will not be shared or posted.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Exhibit C
(Page 1 of 1)

I/Mobile messages must be reviewed by the Governmental Unit's Authorized Representative for the following:

1. Appropriate language (no foul language or statements)
2. No racial or sexual messages
3. No harassing messages
4. Keep the messages small
5. Sending messages to appropriate audience (not appropriate to send information to wide audience if only appropriate to selected individuals)
6. Business use only

Message logs are to be sent to the State's Authorized Representative of this agreement on a monthly basis. Any concerns or questions should be raised immediately as messages are only retained by the State for 90 days. GPS data is retained by the State for 30 days only.

If a request for message logs is received by the Governmental Unit, contact the State's Authorized Representative of this agreement or designee.

I/Mobile Messages are not guaranteed to be delivered. Always use an alternative method, e.g., radio or cell phone if message is critical for the recipient(s).

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Le Sueur County, MN

Tuesday, June 16, 2015

Board Meeting

Item 8

11:20 am Justin Lutterman, GIS (10 min)

RE: Map Plotter purchase

Staff Contact:

METRO SALES INC.

SOLUTION FOR:

June 15, 2015

RICOH MP CW 2200 SP Wide format Digital Imaging System

- Digital system provides reduction enlargement of 25% to 400%.
- 3.4 D size pages per minute
- Network Print
- Color Scanning
- Network Scan Included (scan to email and scan to folder)
- Roll Paper Feed Unit
- CW 2200 SP Stand



EQUIPMENT ACQUISITION OPTION: SAS Pricing:

	<u>Purchase</u>
Ricoh CW 2200 SP System (3.4 D size/minute) Includes Stand, & Additional Media Roll Holder.	\$10,382.00
File Format Converter (Required for Documents longer than 109")	\$325.00
2nd Feed roll option (adds Additional roll Capacity on Line)	\$1,000.00

Includes start up supplies, delivery, installation and training

MAINTENANCE PROGRAM –

\$179.00 per Quarter Includes up to 3,000 square ft. includes Toner, Developer. Black prints would be billed at a rate of \$0.0598 per sq foot. Color billed at .01684.

Presented by Kevin Case
 Phone 507/345-8043 X 2561
 Or 800/862-7414
 Fax 507/388-7144
 E-mail: Kcase@metrosales.com



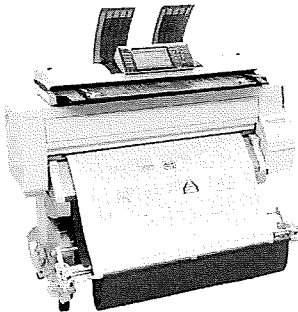
METRO SALES INC.

SOLUTION FOR:

April 23, 2015

RICOH MP CW 2200 SP Wide format Digital Imaging System

- Digital system provides reduction enlargement of 25% to 400%.
- 3.4 D size pages per minute
- Network Print
- Color Scanning
- Network Scan Included (scan to email and scan to folder)
- Roll Paper Feed Unit
- CW 2200 SP Stand



EQUIPMENT ACQUISITION OPTION: SAS Pricing:

	<u>Rental cost</u>
Ricoh CW 2200 SP System (3.4 D size/minute)	\$185.04

Includes start up supplies, delivery, installation and training

MAINTENANCE PROGRAM –

\$179.00 per Quarter Includes up to 3,000 square ft. includes Toner, Developer. Black prints would be billed at a rate of \$0.0598 per sq foot. Color billed at .01684.

Presented by Kevin Case
Phone 507/345-8043 X 2561
Or 800/862-7414
Fax 507/388-7144
E-mail: Kcase@metrosales.com



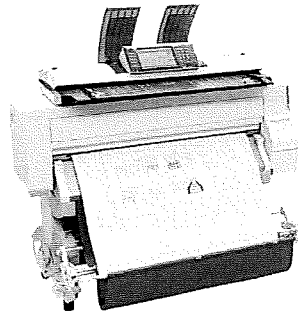
METRO SALES INC.

SOLUTION FOR:

April 23, 2015

RICOH MP CW 2200 SP Wide format Digital Imaging System

- Digital system provides reduction enlargement of 25% to 400%.
- 3.4 D size pages per minute
- Network Print
- Color Scanning
- Network Scan Included (scan to email and scan to folder)
- Roll Paper Feed Unit
- CW 2200 SP Stand



EQUIPMENT ACQUISITION OPTION: STATE RENTAL:

Rental cost

Ricoh CW 2200 SP System (3.4 D size/minute)

\$205.62

Includes start up supplies, delivery, installation and training

MAINTENANCE PROGRAM –

\$105.00 per month Includes up to 2,600 square ft. On a Monthly billed program Excludes Toner, Developer and Roll Plain Paper. Black prints would be billed at a rate of \$0.0206 per sq foot. Color billed at .0631.

Presented by Kevin Case
Phone 507/345-8043 X 2561
Or 800/862-7414
Fax 507/388-7144
E-mail: Kcase@metrosales.com





Le Sueur County, MN

Tuesday, June 16, 2015

Board Meeting

Item 9

11:30 am Darrell Pettis, County Administrator

RE: TH 112 Turn back Project

RE: Buffer Initiative

Staff Contact:



1015 W. St. Germain St., Ste. 300, P.O. Box 1497
St. Cloud, Minnesota 56302-1497
Direct Dial 320-656-3503
Telephone 320-251-6700, Fax 320-656-3500
Email: JKolb@rinkenoonan.com

Memorandum

To: Le Sueur County Board of Commissioners
From: John C. Kolb
Re: Governor Dayton's Grass Buffer Initiative (HF 846; CCRHF0846)
Our File: 15741-0011
Date: June 9, 2015

Darrell asked for a summary of the recently passed (House 83-50, Senate 35-30) Conference Committee Report on House File 846 (Riparian Protection and Water Quality). Subsequent to the passage, Governor Dayton vetoed the comprehensive Agriculture and Environment Finance Bill into which HF 846 was incorporated.

Recently (week of June 1), following discussions of issues to be addressed in a special session of the legislature, the Governor announced that buffers to protect state waterways from pollution, survived the talks and will be included in a new environment measure. I understand from various sources (Jaschke, Bohn and others) that the language approved from the Conference Committee Report will be adopted.

The purpose of the bill is to establish riparian buffers (areas of perennial vegetation or perennially rooted vegetation) and water quality practices to: (1) protect state water resources from erosion and runoff pollution; (2) stabilize soils, shores and banks; and (3) protect or provide riparian corridors. The bill creates three classes of water to be protected by buffers: public waters; public drainage systems; and other watercourses to be determined by local Soil and Water Conservation Districts (SWCD).

Public waters are those waters identified in the public waters inventory process or meeting the definition in statute section 103G.005, subd. 15.¹ Public drainage systems include those systems

¹ "Public waters" means: (1) water basins assigned a shoreland management classification by the commissioner under sections 103F.201 to 103F.221; (2) waters of the state that have been finally determined to be public waters or navigable waters by a court of competent jurisdiction; (3) meandered lakes, excluding lakes that have been legally drained; (4) water basins previously designated by the commissioner for management for a specific purpose such as trout lakes and game lakes pursuant to applicable laws; (5) water basins designated as scientific and natural areas under section 84.033; (6) water basins located within and totally surrounded by publicly owned lands; (7) water basins where the state of Minnesota or the federal government holds title to any of the beds or

established under statutes chapter 103E and all “ditches” within the benefited area of public drainage systems.

On or before July 1, 2017, each SWCD must develop, adopt, and submit to each local water management authority² within its boundary a summary of watercourses for inclusion in the local water management authority’s plan. A local water management authority that receives a summary of watercourses from the SWCD must revise its comprehensive local water management plan or watershed plan to incorporate the SCWD’s recommendation.

The bill places the obligation on landowners to “maintain” a buffer on the water resources covered by the bill. For public waters, the buffer requirement is the more restrictive of: (1) a 50-foot average width, 30-foot minimum width, continuous buffer of perennially rooted vegetation; or (2) the state shoreland standards where applicable. For public drainage systems, a minimum 16.5-foot buffer is required. The bill provides for alternative riparian protection practices meeting Natural Resource Conservation Service technical guidance or as approved by the Board of Water and Soil Resources (BWSR). For public waters, buffers must be in place by November 1, 2017. For public drainage systems, buffers must be in place by November 1, 2018.

Several categories of land are exempted from the buffer requirement. The exempted lands include those: (1) enrolled in the conservation reserve program; (2) used for public or private water access or recreation; (3) covered by roads, trails, buildings or other structures; or (4) regulated by a National Pollution Discharge Elimination System (NPDES) or State Disposal System (SDS) permits;³ (5) part of an inundation cropping system; or (6) temporarily non-vegetated due to the planting of perennial vegetation or permitted construction.

The bill requires SWCDs to assist landowners with buffer implementation and requires the DNR or BWSR to provide funding to SWCDs for planning, technical assistance, alternative practice implementation and compliance tracking. SWCDs are responsible for identifying non-compliance and notifying the appropriate local water management authority (County or Watershed District) of the non-compliance. The local water management authority is responsible for enforcement of the buffer requirements.⁴

The enforcement requirements include notice to the non-complying landowner (detailing the required corrective actions and a timeline for completion) and notice to BWSR. Failure to comply after notice may result in administrative penalty or other enforcement action.⁵ The bill

shores, unless the owner declares that the water is not necessary for the purposes of the public ownership; (8) water basins where there is a publicly owned and controlled access that is intended to provide for public access to the water basin; (9) natural and altered watercourses with a total drainage area greater than two square miles; (10) natural and altered watercourses designated by the commissioner as trout streams; and (11) public waters wetlands, unless the statute expressly states otherwise.

² Local Water Management Authority means a watershed district, metropolitan water management organization, or county operating separately or jointly in its role as local water management authority under chapters 103B or 103D.

³ Under rules part 7090, regulating discharges of storm water from municipal separate storm sewer systems, construction activities, and industrial activities for purposes of abating water pollution associated with storm water discharges from these sources.

⁴ The bill does not provide for funding to local water management authorities for enforcement.

⁵ For administrative penalty, the local water management authority must adopt a rule to implement penalty authority as provided for in the bill. The bill states that watershed district’s may also enforce under authority found

provides an appeal procedure to BWSR for enforcement orders and compliance determinations.

The bill anticipates the providing of financial assistance or compensation to landowners for the establishment of buffer areas. The landowner may apply for costs share funds and compliance waivers may be issued if cost share funds are not available.⁶ For public drainage systems, the provisions of chapter 103E may be used in advance or retroactively to acquire or provide compensation for all or part of buffer establishment.

Finally, the bill provides that the State may withhold funding from a local water management authority or SWCD that fails to implement the new law.

Implications of the bill are substantial for the county. The bill makes clear that the watershed county is responsible for enforcement for covered waters within its jurisdictional boundary – yet no funding is provided for the activity. In its role as drainage authority, the Board has no direct obligations, except that it may initiate or undertake proceedings under 103E to acquire or provide compensation/assistance for implementation on public drainage systems. The potential penalty to the district for non-enforcement could be substantial. Fund withholding may include soil and water program aid, natural resources block grants or other program funding.

If the bill is passed into law in its current form, I recommend early coordination with the watershed districts and SWCDs whose boundaries overlap with the county.

in section 103B.101, subd. 12a. However, the referenced authority applies to BWSR and not watershed district boards. If a local water management authority does not adopt rules for enforcement, BWSR may enforce.

⁶ Compliance waivers for lack of cost share funds may not extend beyond November 1, 2018.



Le Sueur County, MN

Tuesday, June 16, 2015

Board Meeting

Item 10

Future Meetings

Staff Contact:

Future Meetings 2015

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	Offices Closed for Independence Day
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. (see next item)
July 28, 2015	Joint City of St. Peter/Le Sueur County Meeting, 11:00 a.m. at Whiskey River following Board Meeting
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.