

# LE SUEUR COUNTY BOARD OF COMMISSIONERS MEETING AGENDA COMMISSION CHAMBERS October 6, 2015

1. 9:00 am Agenda and Consent Agenda

RE: September 22, 2015 Minutes and Summary Minutes

**RE: Liquor Licenses** 

RE: CD #34 Repair Request

- 2. 9:05 am Claims (10 min)
- 3. 9:15 am Kelly Robinson (15 min)

RE: Paving County Road 143

4. 9:30 am Bruce Kimmel, Ehlers (30 min)

RE: SULP and Refunding

5. 10:00 am Ducks Unlimited (30 min)

RE: Sanborn Lake

- 6. **10:30 a.m. Human Resources (10 min)**
- 7. 10:40 am Dave Tietz, Sheriff (5 min)

**RE: OHV Enforcement Grant Program Contract** 

8. 10:45 am Jeff Neisen, MIS (5 min)

#### RE: Syntax Maintenance Agreement

#### 9. **10:50 am Darrell Pettis**

**RE: Data Services Resolution** 

RE: CD #38

RE: CD #16 Redetermination of Benefits Public Hearing

RE: JD #1 Lat 2

RE: CD # 58 Bid Opening on October 23

RE: Lake Emily Siren

RE: Emergency Management Grant

RE: Transit

RE: Scott-Le Sueur General information ditch workshop on Oct. 28

#### 10. Future Meetings



# **Tuesday, October 6, 2015 Board Meeting**

### Item 1

### 9:00 am Agenda and Consent Agenda

RE: September 22, 2015 Minutes and Summary Minutes

**RE: Liquor Licenses** 

RE: CD #34 Repair Request

**Staff Contact:** 

#### Minutes of Le Sueur County Board of Commissioners Meeting September 22, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, September 22, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Darrell Pettis and Brent Christian were also present.

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

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

- Approved the September 15, 2015 County Board Minutes and Summary Minutes
- Approved the CD #38 Repair Request

Pam Simonette, Auditor-Treasurer appeared before the Board with one item for consideration.

On motion by Connolly, seconded by King and unanimously approved, the Board approved an Over/Under Policy for the License Bureau.

Justin Lutterman, GIS appeared before the Board with one item for discussion.

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

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to grant regular status to Laura De Loach, full time Eligibility Worker, in Human Services, effective September 23, 2015. Laura has completed the six-month probationary period. Deb Serich, Financial Assistance Supervisor I, recommends granting regular status to Laura.

On motion by Connolly, seconded by King and unanimously approved, the Board approved the recommendation to promote Meghan Houlihan to a full time, regular Sheriff Administrative Assistant in the Sheriff's Office, as a Grade 6, Step 1 at \$17.07 per hour, effective October 5, 2015.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the recommendation to advertise for a part time Deputy Sheriff, as a Grade 10, Step 1 at \$21.55 per hour. The position was held by Leroy Thelemann who recently passed away. The position duties involve boat and water, transports and other duties as needed.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to approve the Public Employees Retirement Association - Police Officer Declaration for Jamie Scherf.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to extend the Employment Agreement between Le Sueur County and Darrell Pettis to serve as the County Administrator/County Engineer, effective September 30, 2015.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to approve the 2016 employer contribution of \$846.30 per month to all benefits eligible employees for the single coverage group health insurance plan.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to approve the 2016 employer contribution of \$1240.40 per month to all benefits eligible employees for the family coverage group health insurance plan.

Darrell Pettis, Administrator/Engineer appeared before the Board with one item for discussion.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved to award the HSIP Curve Signing Improvements Project SP 040-070-003 to A&H Co., Inc. in the amount of \$33,400.

Miranda Rosa appeared before the Board with a Drug Court update.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved to table Miranda Rosa's request to sign a resolution to recognize the need for a facility in Le Center.

John Bruender came before the Board with German-Jefferson concerns.

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, October 6, 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, September 22, 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, September 22, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Darrell Pettis and Brent Christian were also present.
- The Board approved the amended agenda for the business of the day. (Connolly-Rohlfing)
- The Board approved the consent agenda: Approved the September 15, 2015 County Board Minutes and Summary Minutes and the CD #38 Repair Request. (King-Gliszinski)
- The Board approved an Over/Under Policy for the License Bureau. (Connolly-King)
- •The Board approved the recommendation to grant regular status to Laura De Loach, full time Eligibility Worker, in Human Services, effective September 23, 2015. (Rohlfing-Gliszinski)
- •The Board approved the recommendation to promote Meghan Houlihan to a full time, regular Sheriff Administrative Assistant in the Sheriff's Office, as a Grade 6, Step 1 at \$17.07 per hour, effective October 5, 2015. (Connolly-King)
- The Board approved the recommendation to advertise for a part time Deputy Sheriff, as a Grade 10, Step 1 at \$21.55 per hour. (Gliszinski-Connolly)
- The Board approved the recommendation to approve the Public Employees Retirement Association Police Officer Declaration for Jamie Scherf. (King-Rohlfing)
- The Board approved the recommendation to extend the Employment Agreement between Le Sueur County and Darrell Pettis to serve as the County Administrator/County Engineer, effective September 30, 2015. (King-Rohlfing)
- •The Board approved the recommendation to approve the 2016 employer contribution of \$846.30 per month to all benefits eligible employees for the single coverage group health insurance plan. (King-Gliszinski)
- The Board approved the recommendation to approve the 2016 employer contribution of \$1240.40 per month to all benefits eligible employees for the family coverage group health insurance plan. (Rohlfing-Connolly)
- The Board approved to award the HSIP Curve Signing Improvements Project SP 040-070-003 to A&H Co., Inc. in the amount of \$33,400. (Rohlfing-King)
- The Board approved to table Miranda Rosa's request to sign a resolution to recognize the need for a facility in Le Center. (Connolly-Rohlfing)
- The Board adjourned until Tuesday, October 6, 2015 at 9:00 a.m. (Connolly-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

#### LIQUOR AND WINE LICENSES NEEDING APPROVAL AT THE 10/6/2015 BOARD MEETING

ON SALE LIQUOR LICENSES:

G.E.O. OK INC DBA LAKESIDE SUPPER CLUB
WHISKEY RIVER EMPORIUM
BRAD FACTOR DBA LITTLE DANDY
TRAXLER'S HUNTING PRESERVE INC
WOODS GRILL AND BAR
THE NEXT CHAPTER WINERY LLC (SELLING STRONG BEER ONLY)

ON & OFF SALE LIQUOR LICENSE:

HOBBERS INC DBA HOBBER'S HWY 99 BAR & GRILL

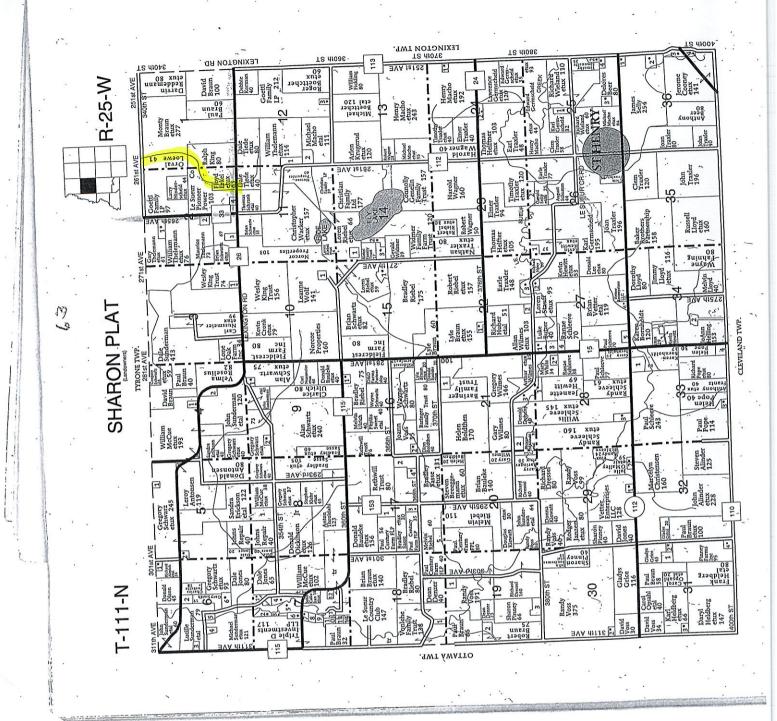
WINE & STRONG BEER LICENSE:

CARIBOU GUN CLUB INC

# REPAIR REQUEST

We, the undersigned land owners; of Board Of Commissioners to clean of	lo hereby out and re	requeșt fi sair Le Si	he Le F ieur C	Sueur Co Suuty Di	uuty toh	· ·	-
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Tuesday, October 6, 2015
Board Meeting

Item 2

9:05 am Claims (10 min)

**Staff Contact:** 



**Tuesday, October 6, 2015 Board Meeting** 

Item 3

9:15 am Kelly Robinson (15 min)

**RE: Paving County Road 143** 

**Staff Contact:** 

# We, the undersigned, encourage you, the Le Sueur County Board of Commissioners,

to reinstate the Le Sueur County Road 143 paving project in your 5-year plan. Your consideration would be appreciated.

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to reinstate the Le Sueur County Road 143 paving project in your 5-year plan. Your consideration would be appreciated.

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#### MNDOT 2013 TRAFFIL COUNT Lake Ave 🥏 Гаке Аve × St 50th St W Гегоу Аve 280th St Sueur Ave 152 310th St 19 e Ti avA gniwb 121,41 07 1600 5200 SE 7th Ave 330th St 90 4600 5 4th Ave 310th St ake oin Rd 15th St SW Naylor Ave 169th La 169th 9vA SrS jetst 140 evA) 1020 Heidelbergi 30 (8) 910 evA tarak 0 280th St W t 290th St 2 82 98 evA tal 310th St / 9vA digel 9vA dizel 094 9vA tst0S 330th St ಭ 270th St 300th 19 280th St 008 211th Ave S11th Ava Fabor Ave 286th St 306th St 240 $\mathbf{A}_{(\mathbf{g})}$ ST AVE 326th St ickory Blvd **OVA Jars** 3 231st 3 231st 302nd St 280th St E 1800 (8) ta152 9vA 385 273rd St W 85

#### CR 143 Estimated Paving Cost From CSAH 28 to TH 19

Spec.					Unit	
Number	ltem	Quantity	Unit		Price	Amount
2021.501	Mobilization	1	Lump Sum	\$	10,000.00	\$ 10,000.00
2051.501	Maint / Restoration of Haul Roads	1	Lump Sum	\$	1.00	\$ 1.00
2104.513	Saw Bituminous Pavement	100	Lin. Ft.	\$	5.00	\$ 500.00
2211.501	Aggregate Base, Class 5, (6")	31,700	Ton	\$	9.50	\$ 301,150.00
	Aggregate Shouldering, Class 1	9,700	Ton	\$	15.00	\$ 145,500.00
2232.501	Mill Bituminous Surface	20	Sq. Yd.	\$	5.00	\$ 100.00
2350.601	MV4 Wear Course Mixture (PG 58-34), 2"	6,700	Ton	\$	72.00	\$ 482,400.00
2350.602	LV 3 NonWear Course Mixutre (PG58-34), 4"	13,300	Ton	\$	70.00	\$ 931,000.00
2350.606	MV4 Bituminous Mixture Production	100	Ton	\$	65.00	\$ 6,500.00
2502.501	Precast Concrete Headwall	84	Each	\$	100.00	\$ 8,400.00
	4" T.P. Pipe Drain	924	Lin. Ft.	\$	4.25	\$ 3,927.00
2502.541	4" Perf. PE Pipe Drain	41,986	Lin. Ft.	\$	3.00	\$ 125,958.00
2563.601	Traffic Control	1	Lump Sum	\$	4,000.00	\$ 4,000.00
2564.603	4" Solid Line White - Paint	139	Gallons	\$	15.00	\$ 2,085.00
	4" Solid and Broken Line Yellow - Paint	80	Gallons	\$	18.00	\$ 1,440.00
2575.512	Mulch Material Type 2	13,995	Gallons	\$	2.25	\$ 31,488.75
2580.501	Temporary Lane Marking	630	Rd. Sta.	\$	4.00	\$ 2,520.00
						\$ 2,056,969.75

Estimated Cost per mile = \$ 514,242.44



**Tuesday, October 6, 2015 Board Meeting** 

Item 4

9:30 am Bruce Kimmel, Ehlers (30 min)

RE: SULP and Refunding

**Staff Contact:** 

\$2,575,000 General Obligation Bonds, Series 2015B Issue Summary Assumes Current Market BQ AA Rates plus 25bp

#### **Total Issue Sources And Uses**

Dated 12/15/2015   Delivered 12/15/2015			
	Septic Loan		
	Program -	<b>Current Ref</b>	Issue
	New Money	05B Bds	Summary
Sources Of Funds			
Par Amount of Bonds	\$1,550,000.00	\$1,025,000.00	\$2,575,000.00
Total Sources	\$1,550,000.00	\$1,025,000.00	\$2,575,000.00
Uses Of Funds			
Total Underwriter's Discount (1.200%)	18,600.00	12,300.00	30,900.00
Costs of Issuance	26,485.44	17,514.56	44,000.00
Deposit to Project Construction Fund	1,500,000.00	-	1,500,000.00
Deposit to Current Refunding Fund	-	1,000,000.00	1,000,000.00
Rounding Amount	4,914.56	(4,814.56)	100.00
Total Uses	\$1,550,000.00	\$1,025,000.00	\$2,575,000.00

Series 2015B GO Bonds | Issue Summary | 9/14/2015 | 3:13 PM  $\,$ 



\$2,575,000 General Obligation Bonds, Series 2015B Issue Summary Assumes Current Market BQ AA Rates plus 25bp

#### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/15/2015	-	-	-	-	
08/01/2016	-	-	27,319.32	27,319.32	-
02/01/2017	305,000.00	1.000%	21,758.75	326,758.75	354,078.07
08/01/2017	-	-	20,233.75	20,233.75	-
02/01/2018	310,000.00	1.200%	20,233.75	330,233.75	350,467.50
08/01/2018	-	-	18,373.75	18,373.75	-
02/01/2019	320,000.00	1.400%	18,373.75	338,373.75	356,747.50
08/01/2019	-	-	16,133.75	16,133.75	-
02/01/2020	320,000.00	1.600%	16,133.75	336,133.75	352,267.50
08/01/2020	-	-	13,573.75	13,573.75	-
02/01/2021	330,000.00	1.750%	13,573.75	343,573.75	357,147.50
08/01/2021	-	-	10,686.25	10,686.25	-
02/01/2022	335,000.00	1.950%	10,686.25	345,686.25	356,372.50
08/01/2022	-	-	7,420.00	7,420.00	-
02/01/2023	160,000.00	2.100%	7,420.00	167,420.00	174,840.00
08/01/2023	-	-	5,740.00	5,740.00	-
02/01/2024	160,000.00	2.200%	5,740.00	165,740.00	171,480.00
08/01/2024	-	-	3,980.00	3,980.00	-
02/01/2025	165,000.00	2.300%	3,980.00	168,980.00	172,960.00
08/01/2025	-	-	2,082.50	2,082.50	-
02/01/2026	170,000.00	2.450%	2,082.50	172,082.50	174,165.00
Total	\$2,575,000.00	-	\$245,525.57	\$2,820,525.57	-

#### **Yield Statistics**

Weighted Average Maturity

Bond Year Dollars	\$12,739.03
Average Life	4.947 Years
Average Coupon	1.9273494%
Net Interest Cost (NIC)	2.1699110%
True Interest Cost (TIC)	2.1776875%
Bond Yield for Arbitrage Purposes	1.9178967%
All Inclusive Cost (AIC)	2.5554876%
IRS Form 8038	
Net Interest Cost	1.9273494%

Series 2015B GO Bonds | Issue Summary | 9/14/2015 | 3:13 PM



4.947 Years

\$1,550,000 General Obligation Bonds, Series 2015B Septic Loan Program - New Money Assumes Current Market BQ AA Rates plus 25bp

#### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/15/2015	-	-	-	-	-
08/01/2016	-	-	17,712.75	17,712.75	-
02/01/2017	140,000.00	1.000%	14,107.50	154,107.50	171,820.25
08/01/2017	-	-	13,407.50	13,407.50	-
02/01/2018	145,000.00	1.200%	13,407.50	158,407.50	171,815.00
08/01/2018	-	-	12,537.50	12,537.50	-
02/01/2019	150,000.00	1.400%	12,537.50	162,537.50	175,075.00
08/01/2019	-	-	11,487.50	11,487.50	-
02/01/2020	150,000.00	1.600%	11,487.50	161,487.50	172,975.00
08/01/2020	-	-	10,287.50	10,287.50	-
02/01/2021	155,000.00	1.750%	10,287.50	165,287.50	175,575.00
08/01/2021	-	-	8,931.25	8,931.25	-
02/01/2022	155,000.00	1.950%	8,931.25	163,931.25	172,862.50
08/01/2022	-	-	7,420.00	7,420.00	-
02/01/2023	160,000.00	2.100%	7,420.00	167,420.00	174,840.00
08/01/2023	-	-	5,740.00	5,740.00	-
02/01/2024	160,000.00	2.200%	5,740.00	165,740.00	171,480.00
08/01/2024	-	-	3,980.00	3,980.00	-
02/01/2025	165,000.00	2.300%	3,980.00	168,980.00	172,960.00
08/01/2025	-	-	2,082.50	2,082.50	-
02/01/2026	170,000.00	2.450%	2,082.50	172,082.50	174,165.00
Total	\$1,550,000.00	-	\$183,567.75	\$1,733,567.75	

#### **Yield Statistics**

Weighted Average Maturity

Bond Year Dollars	\$8,968.06
Average Life	5.786 Years
Average Coupon	2.0469069%
Net Interest Cost (NIC)	2.2543097%
True Interest Cost (TIC)	2.2626010%
Bond Yield for Arbitrage Purposes	1.9178967%
All Inclusive Cost (AIC)	2.5893250%
IRS Form 8038	
Net Interest Cost	2.0469069%

Series 2015B GO Bonds | Septic Loan Program - New | 9/14/2015 | 3:13 PM



5.786 Years

\$1,025,000 General Obligation Bonds, Series 2015B Current Ref 05B Bds Assumes Current Market BQ AA Rates plus 25bp

#### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/15/2015	-	-	-	-	-
08/01/2016	-	-	9,606.57	9,606.57	-
02/01/2017	165,000.00	1.000%	7,651.25	172,651.25	182,257.82
08/01/2017	-	-	6,826.25	6,826.25	-
02/01/2018	165,000.00	1.200%	6,826.25	171,826.25	178,652.50
08/01/2018	-	-	5,836.25	5,836.25	-
02/01/2019	170,000.00	1.400%	5,836.25	175,836.25	181,672.50
08/01/2019	-	-	4,646.25	4,646.25	-
02/01/2020	170,000.00	1.600%	4,646.25	174,646.25	179,292.50
08/01/2020	-	-	3,286.25	3,286.25	-
02/01/2021	175,000.00	1.750%	3,286.25	178,286.25	181,572.50
08/01/2021	-	-	1,755.00	1,755.00	-
02/01/2022	180,000.00	1.950%	1,755.00	181,755.00	183,510.00
Total	\$1,025,000.00	-	\$61,957.82	\$1,086,957.82	-

#### **Yield Statistics**

Bond Year Dollars	\$3,770.9
Average Life	3.679 Year
Average Coupon	1.6430198%
Net Interest Cost (NIC)	1.9691956%
True Interest Cost (TIC)	1.9810236%
Bond Yield for Arbitrage Purposes	1.9178967%
All Inclusive Cost (AIC)	2.4774927%

#### **IRS Form 8038**

Net Interest Cost	1.6430198%
Weighted Average Maturity	3.679 Years

Series 2015B GO Bonds | Current Ref 05B Bds | 9/14/2015 | 3:13 PM



\$1,025,000 General Obligation Bonds, Series 2015B Current Ref 05B Bds Assumes Current Market BQ AA Rates plus 25bp

#### **Debt Service Comparison**

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2016	-	-	-	-
02/01/2017	182,257.82	182,257.82	189,722.50	7,464.68
02/01/2018	178,652.50	178,652.50	188,947.50	10,295.00
02/01/2019	181,672.50	181,672.50	192,980.00	11,307.50
02/01/2020	179,292.50	179,292.50	191,380.00	12,087.50
02/01/2021	181,572.50	181,572.50	189,580.00	8,007.50
02/01/2022	183,510.00	183,510.00	192,492.50	8,982.50
Total	\$1,086,957.82	\$1,086,957.82	\$1,145,102.50	\$58,144.68
Net PV Cashflow Sav	ings @ 1.918%(Bond Yield)			54,635.40
Net PV Cashflow Sav	ings @ 1.918%(Bond Yield)			54,635.40
Contingency or Round	ling Amount			(4,814.56)
Net Present Value Ber	nefit			\$49,820.84
Net PV Benefit / \$1,00	69,592.70 PV Refunded Debt S	ervice		4.658%
Net PV Benefit / \$1,0	000,000 Refunded Principal			4.982%
	000,000 Refunded Principal 025,000 Refunding Principal			4.982% 4.861%
Net PV Benefit / \$1,0	25,000 Refunding Principal			
	25,000 Refunding Principal  Information			

Series 2015B GO Bonds | Current Ref 05B Bds | 9/14/2015 | 3:13 PM



\$1,025,000 General Obligation Bonds, Series 2015B Current Ref 05B Bds Assumes Current Market BQ AA Rates plus 25bp

#### **Current Refunding Escrow**

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
12/15/2015	-	-	-	-	-
02/01/2016	1,000,000.00	-	1,000,000.00	1,000,000.00	-
Total	\$1,000,000.00	-	\$1,000,000.00	\$1,000,000.00	-
Investment Pa	rameters				
Investment Model	[PV, GIC, or Securities]				Securities
Default investment	yield target				Unrestricted
Cost of Investment	s Purchased with Bond Pr	roceeds			1,000,000.00
Total Cost of Inves	tments				\$1,000,000.00
Target Cost of Inve	estments at bond yield				\$997,564.00
Actual positive or (	(negative) arbitrage				(2,436.00)
Yield to Receipt					-6.12E-12
Yield for Arbitrage	Purposes				1.9178967%
State and Local Go	overnment Series (SLGS) 1	rates for			9/10/2015

Series 2015B GO Bonds | Current Ref 05B Bds | 9/14/2015 | 3:13 PM



\$2,145,000 G.O. Capital Improvement Plan Bonds, Series 2005B

### **Prior Original Debt Service**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2016	-	-	-	-	_
08/01/2016	-	-	19,861.25	19,861.25	-
02/01/2017	150,000.00	3.850%	19,861.25	169,861.25	189,722.50
08/01/2017	-	-	16,973.75	16,973.75	-
02/01/2018	155,000.00	3.850%	16,973.75	171,973.75	188,947.50
08/01/2018	-	-	13,990.00	13,990.00	-
02/01/2019	165,000.00	4.000%	13,990.00	178,990.00	192,980.00
08/01/2019	-	-	10,690.00	10,690.00	-
02/01/2020	170,000.00	4.000%	10,690.00	180,690.00	191,380.00
08/01/2020	-	-	7,290.00	7,290.00	-
02/01/2021	175,000.00	4.050%	7,290.00	182,290.00	189,580.00
08/01/2021	-	-	3,746.25	3,746.25	-
02/01/2022	185,000.00	4.050%	3,746.25	188,746.25	192,492.50
Total	\$1,000,000.00	-	\$145,102.50	\$1,145,102.50	-

#### **Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	12/15/2015
Average Life	3.748 Years
Average Coupon	4.0071253%
Weighted Average Maturity (Par Basis)	3.748 Years

#### **Refunding Bond Information**

Refunding Dated Date	12/15/2015
Refunding Delivery Date	12/15/2015

2005B GO CIP Bonds CR fil | SINGLE PURPOSE | 9/14/2015 | 3:13 PM



\$2,145,000 G.O. Capital Improvement Plan Bonds, Series 2005B

#### **Debt Service To Maturity And To Call**

	Refunded					Refunded
Date	Bonds	D/S To Call	Principal	Coupon	Interest	D/S
12/15/2015	-	-	-	-	-	-
02/01/2016	1,000,000.00	1,000,000.00	-	-	-	-
08/01/2016	-	-	-	-	19,861.25	19,861.25
02/01/2017	-	-	150,000.00	3.850%	19,861.25	169,861.25
08/01/2017	-	-	-	-	16,973.75	16,973.75
02/01/2018	-	-	155,000.00	3.850%	16,973.75	171,973.75
08/01/2018	-	-	-	-	13,990.00	13,990.00
02/01/2019	-	-	165,000.00	4.000%	13,990.00	178,990.00
08/01/2019	-	-	-	-	10,690.00	10,690.00
02/01/2020	-	-	170,000.00	4.000%	10,690.00	180,690.00
08/01/2020	-	-	-	-	7,290.00	7,290.00
02/01/2021	-	-	175,000.00	4.050%	7,290.00	182,290.00
08/01/2021	-	-	-	-	3,746.25	3,746.25
02/01/2022	-	-	185,000.00	4.050%	3,746.25	188,746.25
Total	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	-	\$145,102.50	\$1,145,102.50

#### **Yield Statistics**

Base date for Avg. Life & Avg. Coupon Calculation	12/15/2015
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Average Coupon	4.0071253%
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#### **Refunding Bond Information**

Refunding Dated Date	12/15/2015
Refunding Delivery Date	12/15/2015

2005B GO CIP Bonds CR fil | SINGLE PURPOSE | 9/14/2015 | 3:14 PM





Tuesday, October 6, 2015
Board Meeting

Item 5

10:00 am Ducks Unlimited (30 min)

RE: Sanborn Lake

**Staff Contact:** 



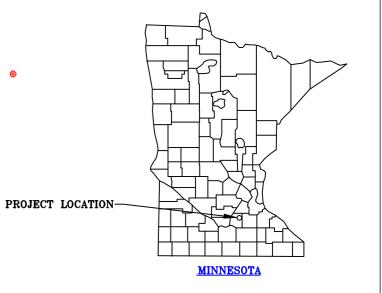
# DUCKS UNLIMITED, INC.

# SANBORN LAKE

SECTION 26 TOWNSHIP 112N, RANGE 23W LE SUEUR COUNTY, MN

IN COOPERATION WITH

MINNESOTA DEPARTMENT OF NATURAL RESOURCES



XCAVATE INLET CHANNEL SANBORN LAKE

MAP POINT \*\*A" IS LOCATED © INTERSECTION OF STATE HWY 21 AND COUNTY ROAD 142 (340TH STREET) LOCATED ±1 MILE NORTH OF MONTGOMERY, MN TO SITE FROM MAP POINT: HEAD EAST ON COUNTY ROAD 142 (340TH STREET) ±1 MILE TO INTERSECTION OF COUNTY ROAD 142 & COUNTY ROAD 144. HEAD NORTH ON COUNTY ROAD 144 ±1.5 MILES TO ACCESS POINT ON EAST SIDE OF ROAD. LAT: 44' 28' 45.2" LONG: 93' 33' 59.0"



VICINITY MAP

PLAN INDEX

PLAN INDEX

1 PROJECT LOCATION MAPS
2 ESTIMATED QUANTITIES AND CONSTRUCTION NOTES
3 PROJECT TOPOGRAPHY
4 PLAN & PROFILE RCP CROSSING, DETAILS AND NOTES
5 PLAN & PROFILE W.C.S., DETAILS AND NOTES
6-9 WATER CONTROL STRUCTURE DETAILS
10 STOPLOG STORAGE BOX DETAILS
11 PLAN & PROFILE INLET CHANNEL
12 PLAN & PROFILE AND MULTI-PLATE PIPE ARCH CROSSING DETAILS
13 EXISTING CHANNEL "FILL" DETAILS AND NOTES
14 PLAN VIEW EROSION CONTROL
LE SUEUE COUNTYORM WATER POLLUTION PREVENTION PLAN

IF THESE PLANS ARE NOT PLOTTED AND/OR REPRODUCED AT THE ORIGINAL SIZE OF 24"x 36" ANY SCALE REFERENCED HEREIN SHOULD BE DISREGARDED AND THE PLANS SHOULD BE CONSIDERED "NOT TO SCALE."

PROJECT CONTACTS:

JOE STANGEL NICOLLET DNR OFFICE

Revision Sheet JIM STREIFEL, P.E. DU - BISMARCK, ND 701-355-3551 Board Meeting - 10/6/2015

ÜŇĽÍMĬTED SANBORN LAKE DRAWN BY: MLO COVER SHEET INC. SURVEYED BY: GLJ CHECKED BY: .

ESTIMATED QUANTITIES				
NOTE	SPEC.#	ITEM	UNIT	QUANTITY
1	201	MOBILIZATION	L.S	1
2	202	SITE PREPARATION	L.S	1
3	203	EXCAVATION - INLET CHANNEL	L.F.	2,005
	204	EMBANKMENT		
4		MULTI-PLATE PIPE ARCH CROSSING	C.YS	400
5		EXISTING CHANNEL FILL	L.F.	275
	303	CULVERT SUPPLY AND INSTALLATION		
		96'Ø GASKTED, CLASS III, RCP	L.F.	40
		96'Ø GASKETED, CLASS III, SLOPED END	E.A.	2
		48'Ø WELDED STEEL PIPE	L.F.	78
		9'-4"x6'-3" MULTI-PLATE PIPE ARCH	L.F.	48
6	304	CAST-IN-PLACE REINFORCED CONCRETE	C.Y.	2
	305	RIPRAP, REVETMENT, AND AGGREGATE PLACEMENT		
7		DU CLASS II RIPRAP	TON	274
7		DU CLASS III RIPRAP	TON	200
8		¾"-1¼" CRUSHED ROCK BEDDING & BACKFILL	TON	500
9	307	SHEET PILE MATERIAL	S.F.	893
9	307	SHEET PILE INSTALLATION	S.F.	893
10	309	STRUCTURAL STEEL		
		ALUMINUM STOPLOGS		1
		GALVANIZED CATWALK COMPONENTS	L.S.	1
		GALVANIZED CHANNEL GUIDES	L.S.	1
		GALVANIZED LIFTING HOOKS	L.S.	1
		GALVANIZED STORAGE BOX	L.S.	1
		PILE CAP	L.S.	1
11	311	REMOVAL OF EXISTING STRUCTURES	L.S.	1
12	401	STORMWATER MANAGEMENT AND POLLUTION CONTROL		
		SILT FENCE	L.F.	1200
		EROSION CONTROL BLANKET	S.Y.	1900
		STORMWATER PERMIT FOR CONSTRUCTION	L.S.	1
		FLOATING SILT FENCE	L.F.	40
13	402	SEEDING & MULCHING	ACRE	3.2
		MISCELLANEOUS		
14		CLEARING & GRUBBING	L.S.	1

RIPRAP SCHEDULE				
LOCATION	CLASS II	CLASS III		
RCP CROSSING-U-S- SIDE	100 T□N			
RCP CROSSING-D-S- SIDE		200 TON		
W.C.S. UPSTREAM SIDE	34 T□N			
MULTI-PLATE PIPE ARCH CROSSING	140 T□N			

¾"-1¼" CRUSHED ROCK SCHEDULE	
LOCATION	¾"-1¼" R□CK
RCP BEDDING & BACKFILL	300 T□N
WSP BEDDING & BACKFILL	100 T□N
MULTI-PLATE BEDDING & BACKFILL	100 T□N

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- BID ITEM FOR MOBILIZATION SHALL INCLUDE THE SUPPLY OF ALL LABOR, MATERIAL AND EQUIPMENT TO TRANSPORT ALL NEEDED LABOR, MATERIAL AND EQUIPMENT TO AND FROM A PROJECT SITE TO SUCCESSFULLY COMPLETE THAT PROJECT AS SHOWN ON THE PLANS OR
- SITE PREPARATION BID ITEM SHALL INCLUDE STRIPPING BENEATH BOTH CROSSING SITES, WATER CONTROL STRUCTURE PIPELINE, AND BORROW/SPOIL AREA'S. TOPSOIL SHALL BE STOCKPILED AND REPLACED OVER COMPLETED CROSSINGS, WATER CONTROL STRUCTURE PIPELINE, BORROW/SPOIL AREA AND CHANNEL SIDES LOPES. BID ITEM SHALL INCLUDE LEVELING AND DRAGGING OR DISK PRIOR TO PLACEMENT OF SEED MIX.
- BID ITEM FOR INLET CHANNEL EXCAVATION SHALL INCLUDE ALL WORK REQUIRED TO EXCAVATE THE INLET CHANNEL AS SHOWN ON THE PLANS. ALL SPOIL MATERIAL MUST BE REMOVED FROM ANY WETLAND AREA AND DEPOSITED IN THE DESIGNATED SPOIL AREA AS SHOWN ON SHEET 3. A SECOND MOBILIZATION MAY BE REQUIRED TO COMPLETE INLET CHANNEL EXCAVATION FOLLOWING DRAW DOWN OF LAKE LEVELS. SPOIL MATERIAL SHALL BE LEVELED AND TOPSOIL PLACED OVER COMPLETED SURFACE. PAYMENT IS BASED ON LINEAR FEET, CONTRACTOR WILL ONLY BE PAID FOR THE EXACT AMOUNT OF FINISHED CHANNEL EXCAVATED IN THE FIELD.
- BID ITEM FOR EMBANKMENT (MULTI-PLATE PIPE ARCH CROSSING) SHALL INCLUDE ALL WORK REQUIRED TO HAUL, PLACE AND COMPACT FILL MATERIAL TO CONSTRUCT CROSSING AS STAKED IN THE FIELD. THE ESTIMATED QUANTITY OF 400 C.Y.—S INCLUDES 15% ESTIMATED SHRINKAGE. IF WATER IS REQUIRED TO OBTAIN THE SPECIFIED COMPACTION OF 95% OF THE STANDARD PROCTOR, IT WILL BE CONSIDERED INCIDENTAL TO THE EMBANKMENT BID ITEM. DUE TO INSUFFICIENT SURVEY DATA PAYMENT WILL BE BASED ON CUBIC YARD STAKED QUANTITY. THE DU FIELD ENGINEER WILL STAKE CROSSING PRIOR TO CONSTRUCTION AND DETERMINE EXACT QUANTITY IN THE FIELD. MATERIAL SHALL BE OBTAINED FROM THE DESIGNATED BORROW AREA AS SHOWN ON SHEET 13.
- 5. BID ITEM FOR EMBANKMENT (EXISTING CHANNEL FILL) SHALL INCLUDE ALL WORK REQUIRED TO STRIP TOPSOIL, STOCKPILE, HAUL, PLACE AND COMPACT NEW FILL IN EXISTING CHANNEL. THIS ALSO INCLUDES RE-TOPSOILING EXISTING CHANNEL. PAYMENT IS BASED ON LINEAR FEET. CONTRACTOR WILL ONLY BE PAID FOR THE AMOUNT OF LINEAR FEET AS DETERMINED IN THE
- 6. BID ITEM FOR CAST-IN-PLACE CONCRETE SHALL INCLUDE: MATERIALS AND INSTALLATION OF THE CONCRETE FLOOR AS DETAILED ON SHEET 8. THIS INCLUDES DOWELS. REBAR, & CONCRETE
- BID ITEM FOR RIPRAP DU CLASS II & III IS AS SHOWN ON THE PLANS AND RIPRAP SCHEDULE THIS SHEET. NON-WOVEN FILTER FABRIC IS REQUIRED BENEATH ALL ROCK RIPRAP AND SHALL BE INIS SHEET. NON-WOVEN FILTER FABRIC IS REQUIRED BENEATH ALL ROUGK RIPKAP AND SHALL BE SECURED TO SLOPES AND BOTTOM USING PINS AS NOTED IN SPECIFICATION 305. EXCAVATION REQUIRED FOR ROCK RIPKAP AND PLACEMENT SHALL ALSO BE PAID FOR UNDER THIS LINE ITEM. CONTRACTOR WILL BE PAID FOR THE ACTUAL QUANTITY INSTALLED. QUANTITIES ARE BASED ON TONS, CONTRACTOR SHALL PROVIDE SCALE TICKETS WITH WEIGHTS INCLUDING TARE WEIGHTS, GROSS WEIGHTS, AND NET WEIGHTS OF MATERIAL DELIVERED. RIPKAP SUPPLY SOURCE SHALL BE IDENTIFIED FOR INSPECTION BY THE MNDNR FOR INVASIVE SPECIES PRIOR TO TRANSPORTING
- BID ITEM FOR 34"-114" CRUSHED ROCK BEDDING & BACKFILL SHALL INCLUDE MATERIALS, HAULING, PLACING, AND COMPACTING. QUANTITY IS BASED ON TONS, CONTRACTOR SHALL PROVIDE SCALE TICKETS WITH WEIGHTS INCLUDING TARE WEIGHTS, GROSS WEIGHTS, AND NET WEIGHTS OF
- 9. SHEET PILE MATERIAL SHALL BE PZ-22, HOT ROLLED OR APPROVED EQUAL. MINIMUM THICKNESS OF 0.375" (3%") AND MINIMUM SECTION MODULUS 18.1~3.
- 10. BID ITEMS FOR STRUCTURAL STEEL SHALL INCLUDE ALL INDIVIDUAL LINE ITEMS LISTED UNDER THIS HEADING AND INCLUDE ALL MATERIALS AND LABOR REQUIRED FOR COMPLETE INSTALLATION AS SHOWN ON THE PLANS. ANY GALVANIZED ITEMS LISTED REQUIRING FIELD WELDING SHALL BE RE-PAINTED WITH A COLD GALVANIZED SPRAY
- 11. BID ITEM FOR REMOVAL OF EXISTING STRUCTURES SHALL BE FOR REMOVING AND DISPOSING OFF-SITE THE EXISTING 72" OMP AT MULTI-PLATE PIPE ARCH CROSSING AND THE EXISTING 96"Ø RISERS AND BARRELS. SUCH MATERIAL SHALL BECOME PROPERTY OF THE CONTRACTOR FOR PROPER DISPOSAL OFF-SITE. ANY EXISTING ROCK AT THIS LOCATION SHALL BE SALVAGED AND RE-INSTALLED UNDER THIS LINE ITEM.
- THE BID ITEM FOR STORM WATER MANAGEMENT AND POLLUTION CONTROL SHALL INCLUDE THE SUPPLY, INSTALLATION AND MAINTENANCE OF SILT FENCE, MnDOT CATEGORY 3 EROSION CONTROL BLANKET. AND FLOATING SILT FENCE. EXACT LOCATION AND QUANTITY MAY VARY DEPENDING UPON ACTUAL SITE CONDITIONS. EROSION CONTROL MEASURES SHALL BE INSTALLED CONCURRENTLY
  OR WITHIN 24 HOURS AFTER THE START OF WORK AND WILL BE MAINTAINED FOR THE
  DURATION OF THE PROJECT. CONTRACTOR WILL BE PAID AT THE UNIT PRICE BID FOR THE
  ACTUAL QUANTITY INSTALLED. IT IS THE CONTRACTOR SESPONSIBILITY TO INSTALL, INSPECT AND
  MAINTAIN THE BEST MANAGEMENT PRACTICE MEASURES REQUIRED TO PREVENT SILT AND POLLUTION RUNOFF. IF ADDITIONAL ITEMS NOT LISTED ON THE UNIT PRICE TABLE ARE NEEDED, THOSE SHALL BE CONSIDERED EXTRA WORK. THE CONTRACTOR WILL ALSO BE REQUIRED TO OBTAIN THE STORMWATER PERMIT FOR CONSTRUCTION ACTIVITIES PRIOR TO THE START OF THE
- 13. BID ITEM SEEDING AND MULCHING SHALL INCLUDE THE EQUIPMENT AND LABOR REQUIRED TO LEVEL AND PREPARE TOPSOIL FOR SEEDING AND MULCHING IN ALL DISTURBED AREAS. THE CONTRACTOR WILL PROVIDE THE LOCAL ECO-TYPE SEED MIXTURE AND BE RESPONSIBLE FOR PLACING SEED IN ACCORDANCE WITH DU SPECIFICATION 402. MnDOT TYPE 1 MULCH SHALL BE APPLIED TO ALL AREAS SEEDED AS DIRECTED BY THE DU FIELD ENGINEER. PAYMENT WILL BE BASED ON ACTUAL ACRES SEEDED AND MULCHED AFTER FINAL COMPLETION OF PROJECT, THIS WILL BE DETERMINED BY DU FIELD ENGINEER.
- BID ITEM FOR CLEARING AND GRUBBING SHALL INCLUDE THE REMOVAL OF TREES AND BRUSH ALONG RCP CROSSING, INLET CHANNEL, WATER CONTROL STRUCTURE, MULTI-PLATE PIPE ARCH AND CROSSING, BORROW AREAS, AND ANY MISCELLANEOUS AREAS IDENTIFIED BY THE DU FIELD ENGINEER. CONTRACTOR SHALL DISPOSE OF TREES AND BRUSH BY CHIPPING, MARKETING OR STOCKPILING FOR BURNING. SEE PLANS FOR DETAILS.

#### A NOTE CONCERNING INVASIVE SPECIES REQUIREMENTS

THE MINNESOTA DNR/USFWS OPERATION ORDER 113 REQUIRES PREVENTING OR LIMITING THE INTRODUCTION, ESTABLISHMENT AND SPREAD OF INVASIVE SPECIES DURING ACTIVITIES ON PUBLIC WATER AND USFWS ADMINISTERED LANDS. THE CONTRACTOR SHALL PREVENT INVASIVE SPECIES FROM ENTERING INTO OR SPREADING WITHIN A PROJECT SITE BY CLEANING EQUIPMENT AND CLOTHING PRIOR TO ARRIVING AT THE PROJECT SITE. THE DNR SHALL INSPECT ALL EQUIPMENT AND CLOTHING AT THE STAGING AREA DETERMINED

IF EQUIPMENT 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 OWNER. IF MATERIAL CANNOT BE DISPOSED OF ONSITE. SECURE MATERIAL PRIOR TO TRANSPORT (SEALED CONTAINER, COVERED TRUCK, OR WRAP WITH TARP)

IF WORK IS PERFORMED WITHIN A WATER BODY, THE CONTRACTOR SHALL CLEAN EQUIPMENT AND CLOTHING AS NOTED ABOVE, PRIOR TO ENTERING AND LEAVING THE WATER BODY. DRAIN ALL WATER FROM EQUIPMENT WHERE WATER MIGHT BE TRAPPED, SUCH AS TANKS, PUMPS, HOSES, SILT CURTAINS, AND WATER RETAINING COMPONENTS OF BOATS/BARGES.

THE SOURCES OF ALL IMPORTED MATERIAL SHALL BE INSPECTED FOR INVASIVE SPECIES BY THE DNR PRIOR TO TRANSPORTING.

#### UTILITIES NOTE

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INC.

BEFORE THE START OF CONSTRUCTION. THE OWNER OF ANY UTILITIES INVOLVED MUST BE NOTIFIED. THE EXCAVATOR/CONTRACTOR IS RESPONSIBLE FOR GIVING THIS NOTICE BY CALLING "GOPHER STATE ONE-CALL" AT 800-252-1166 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION.

PROJECT NO. MN-445-1

SANBORN LAKE

ESTIMATED QUANTITIES AND

CONSTRUCTION NOTES

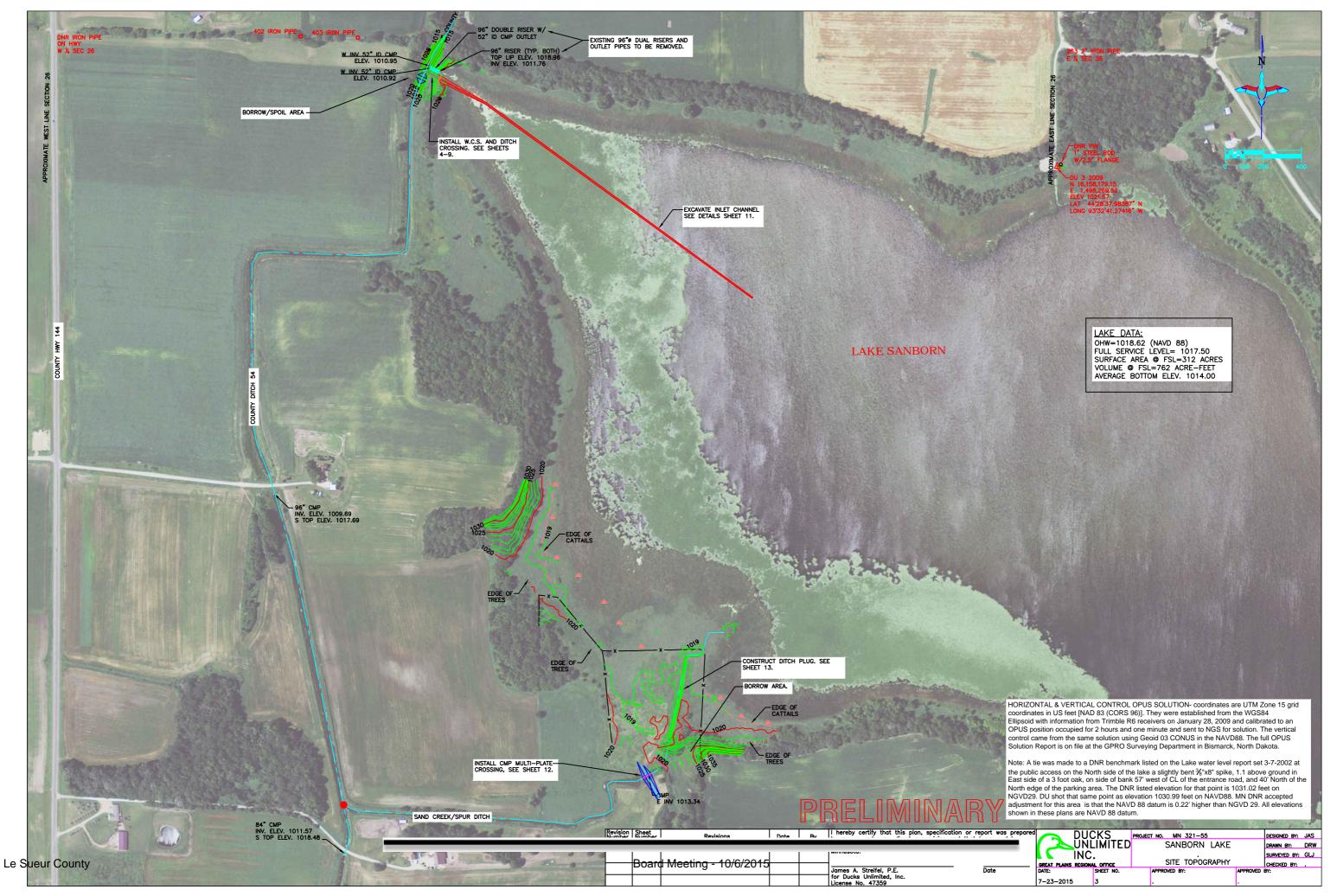
Date By I hereby certify that this plan, sp Revision Sheet Board Meeting - 10/6/2015 License No. 47359 7-23-2015

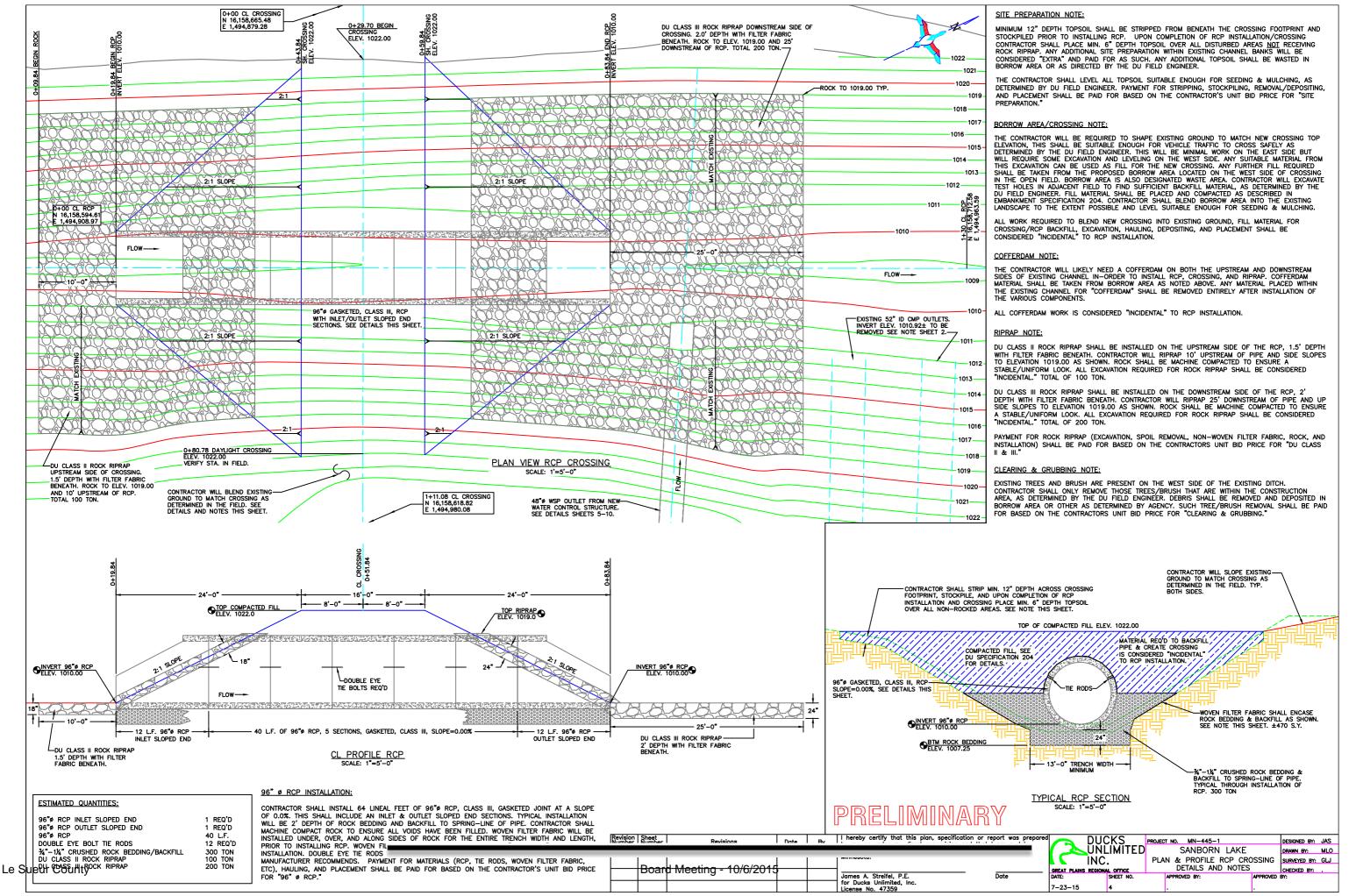
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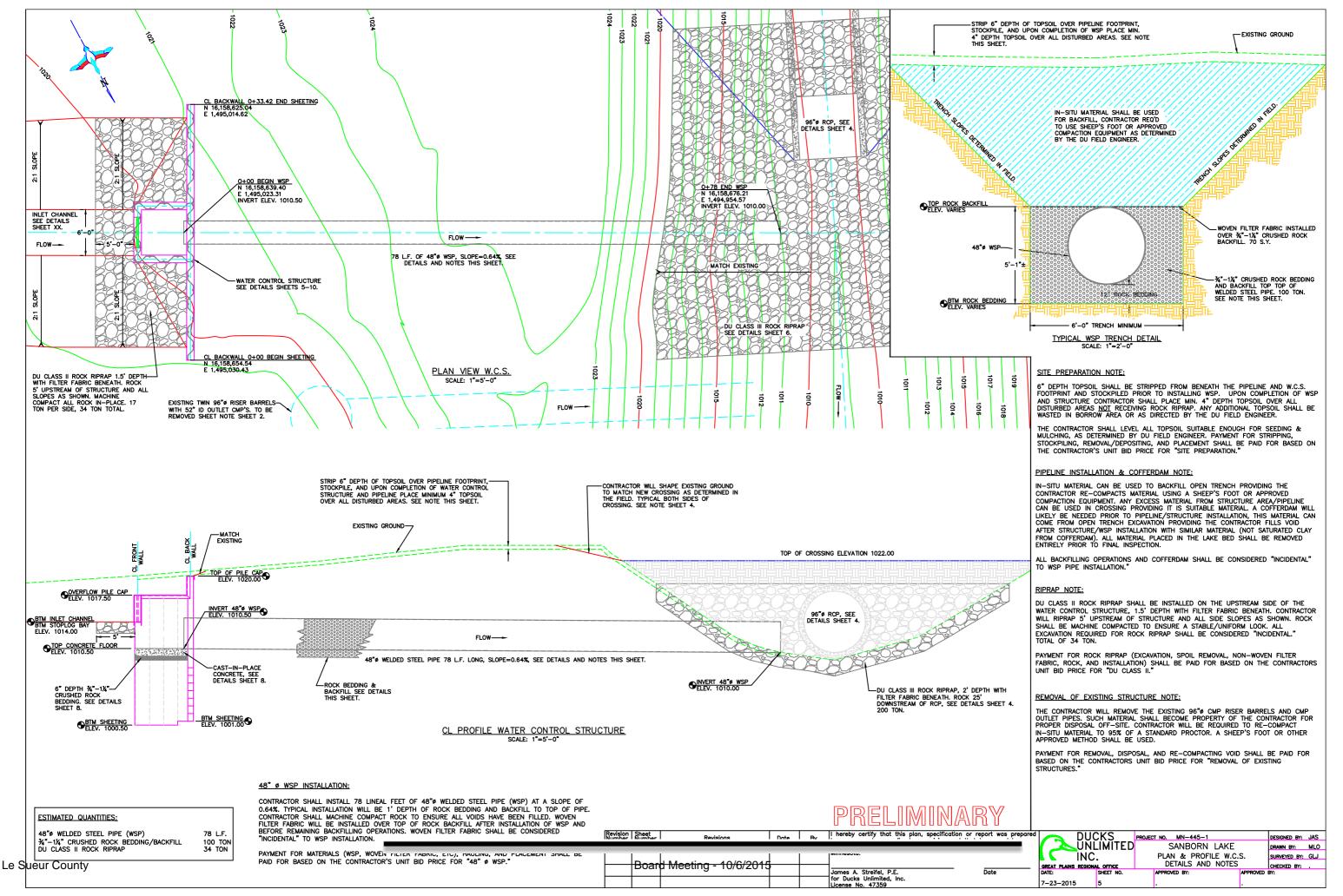
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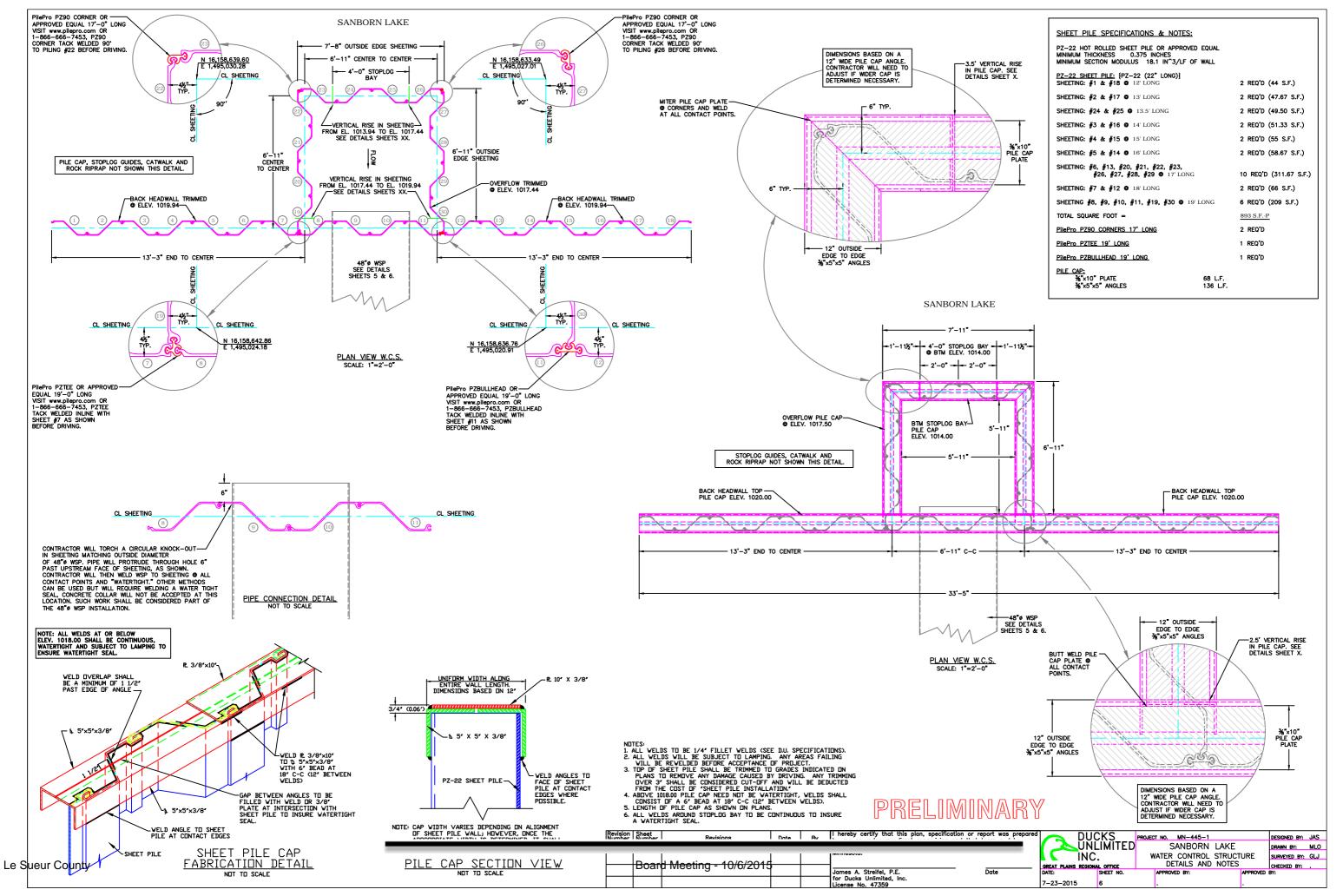
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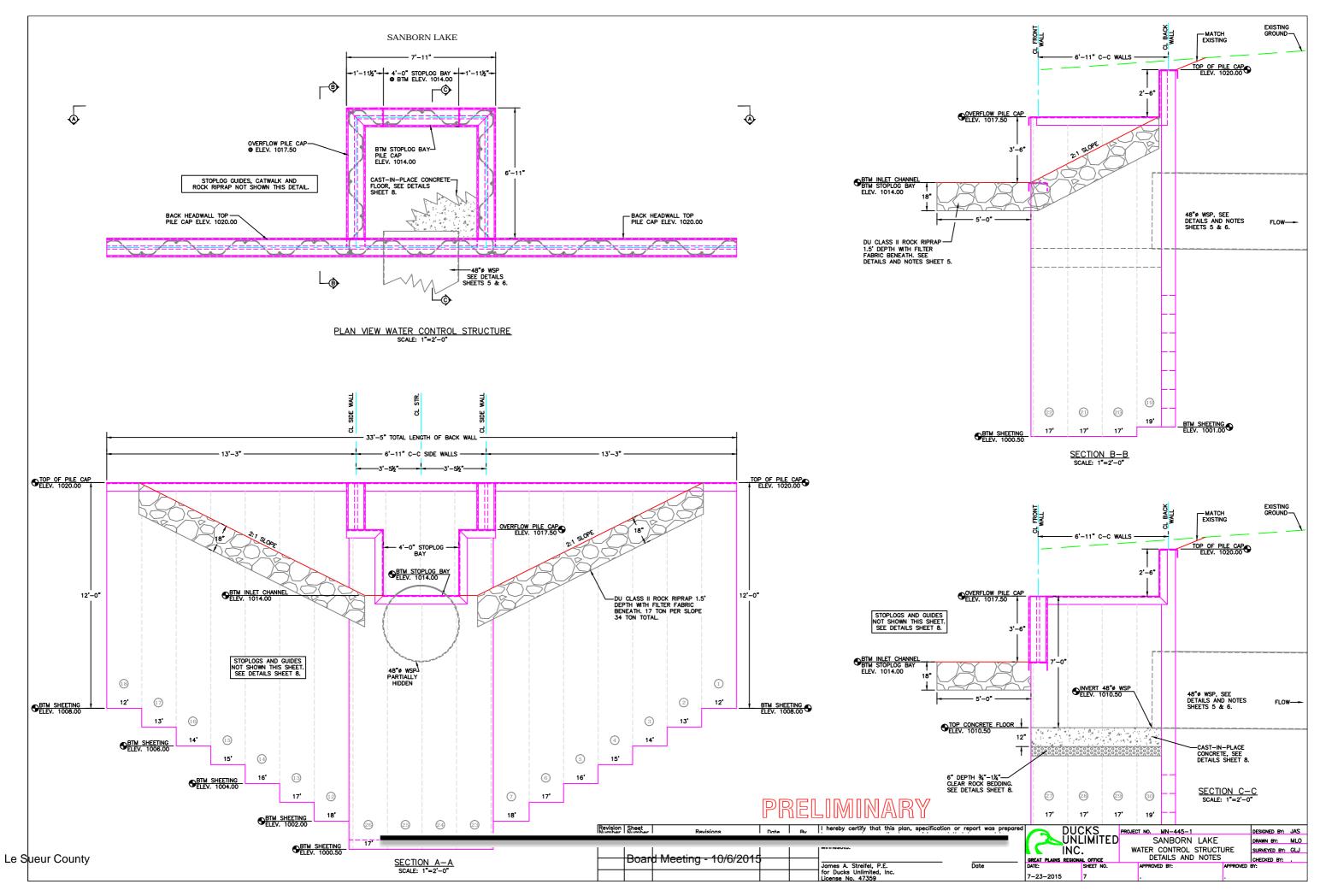
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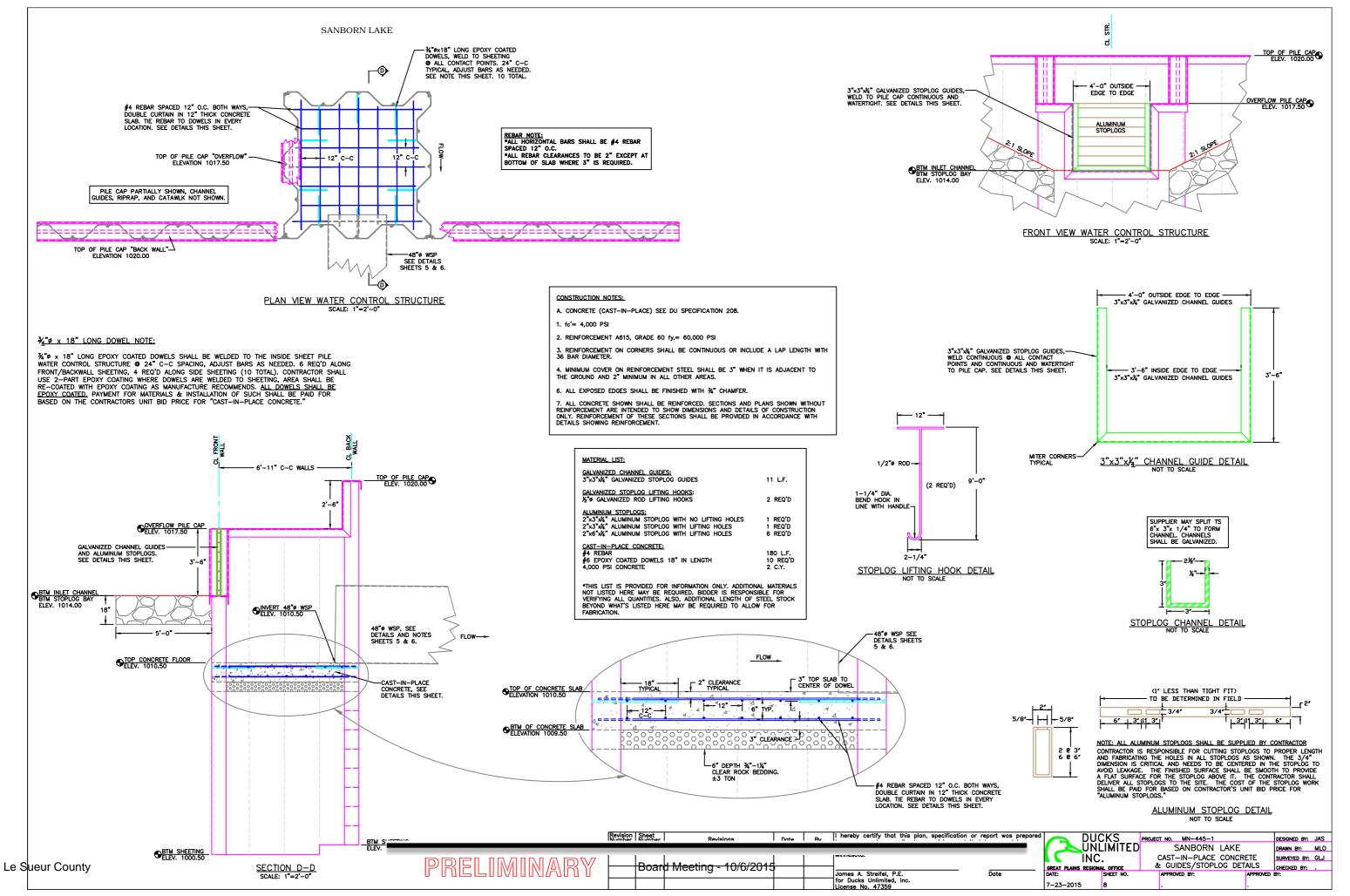


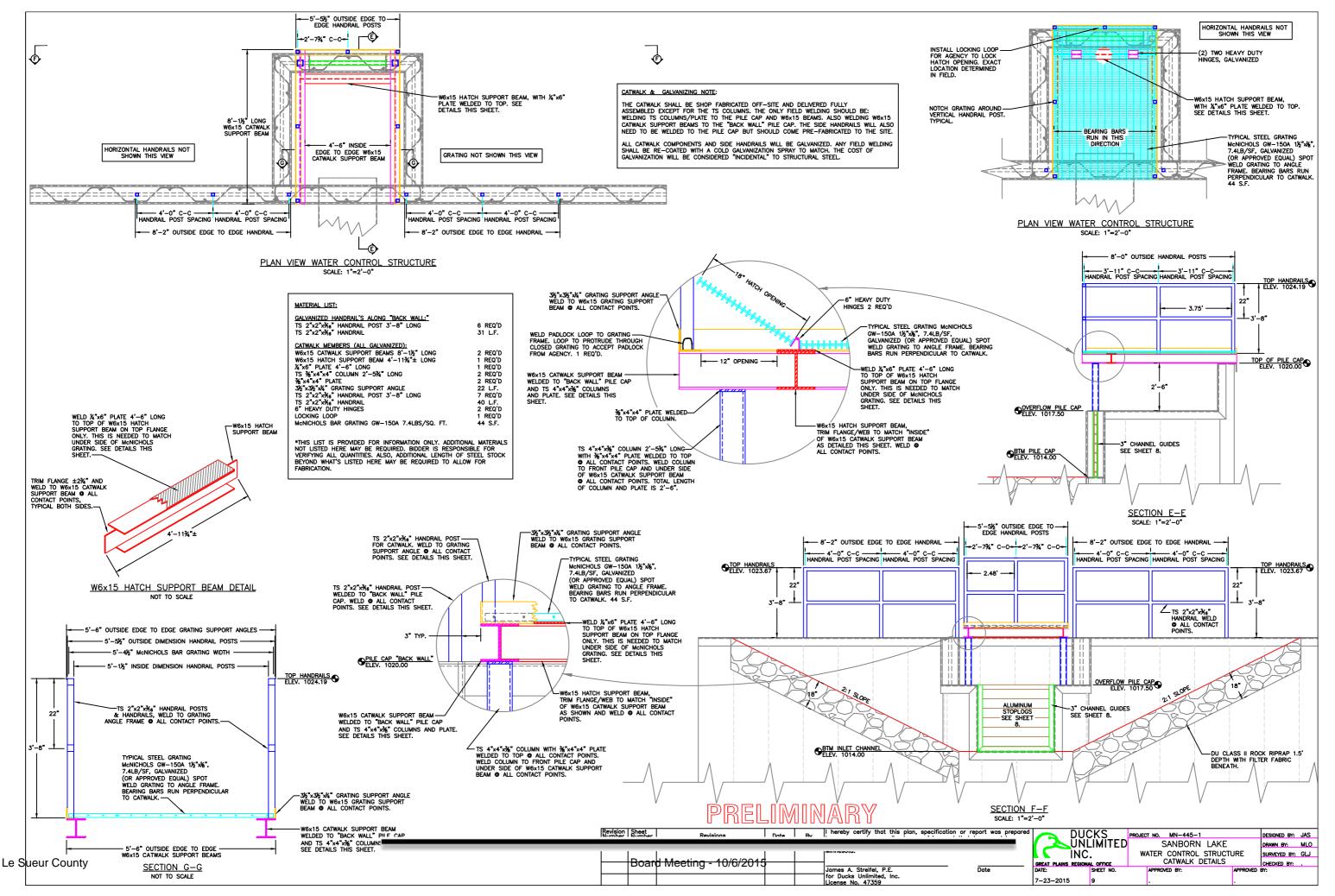


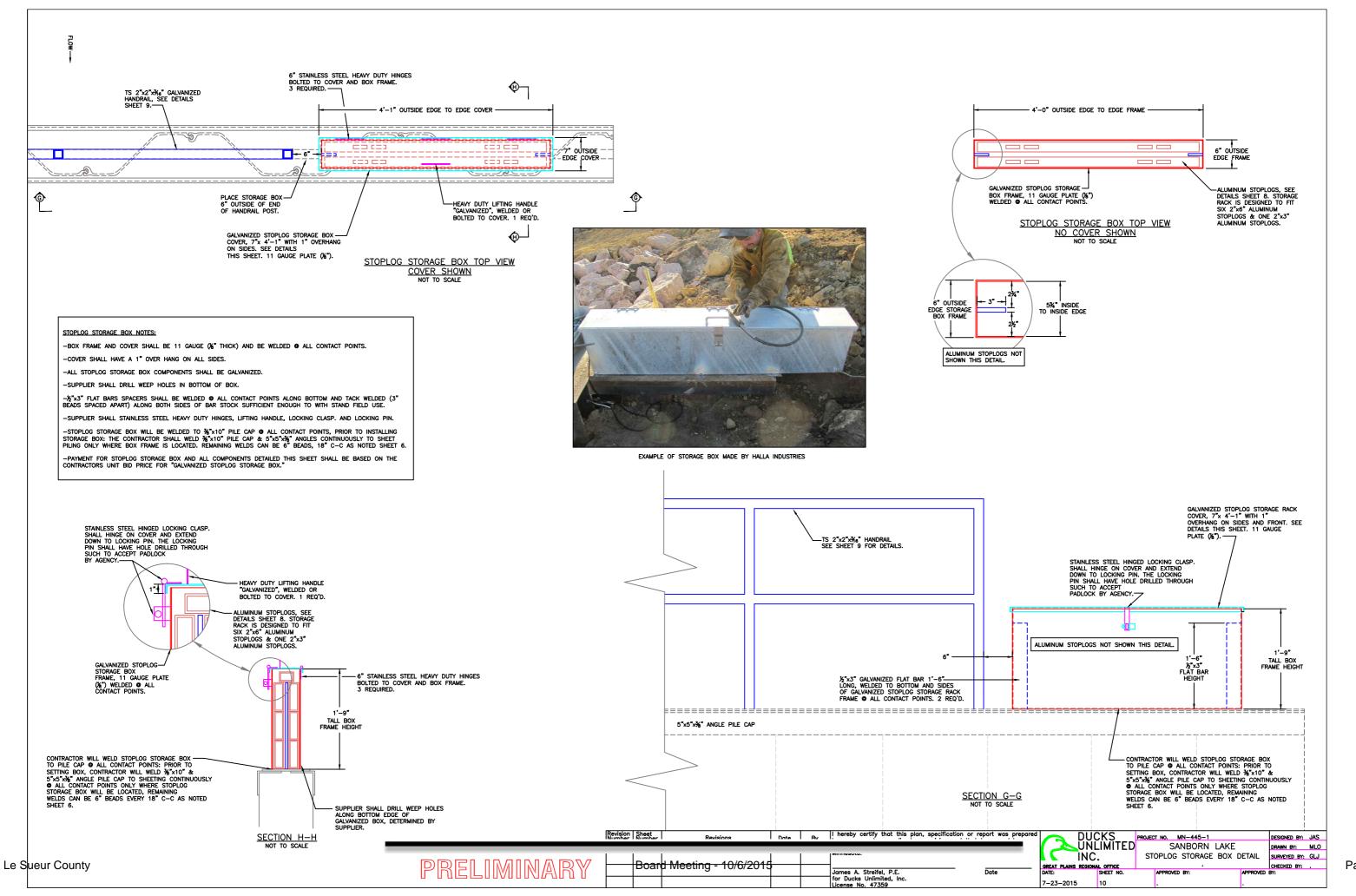


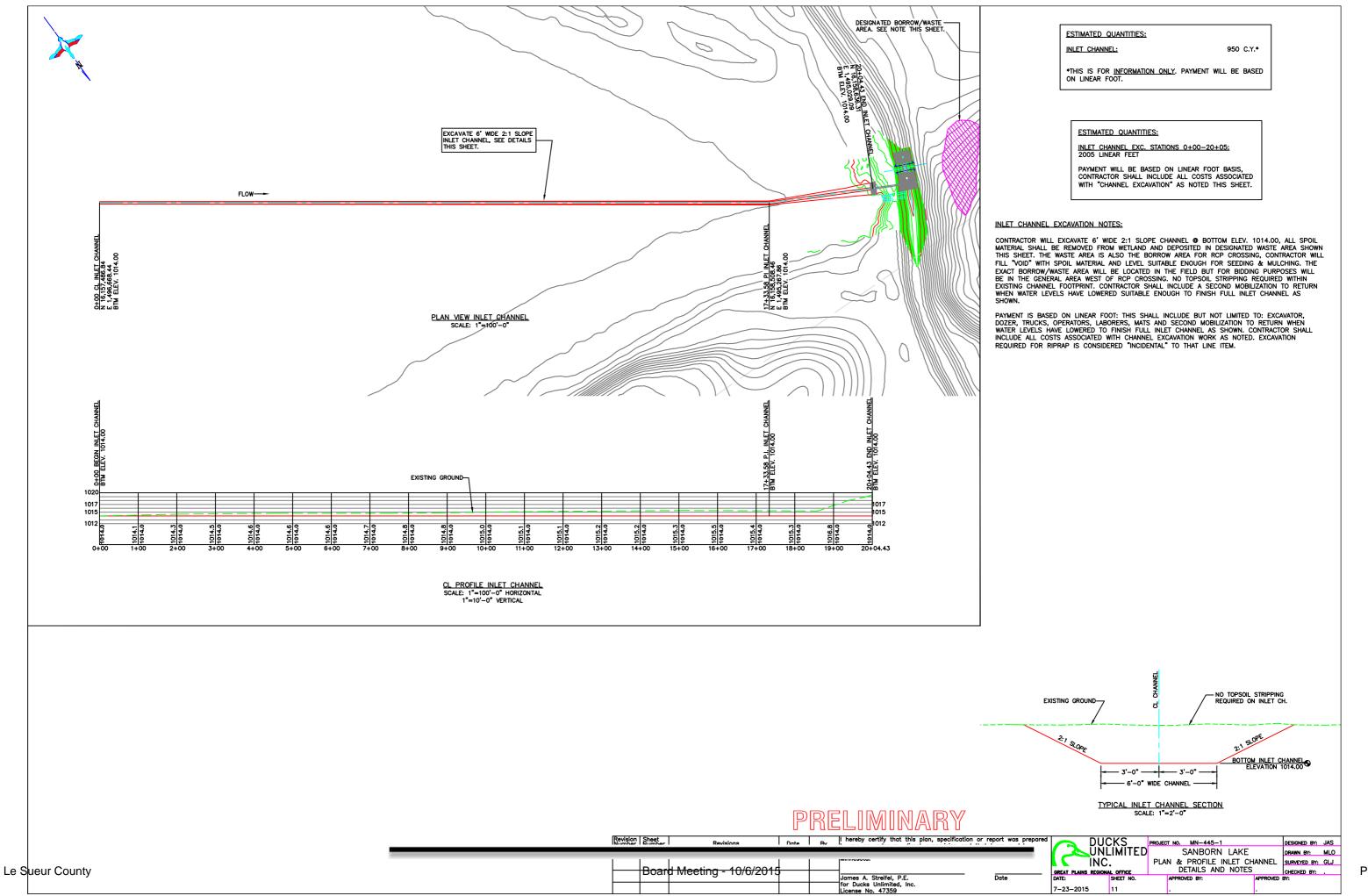


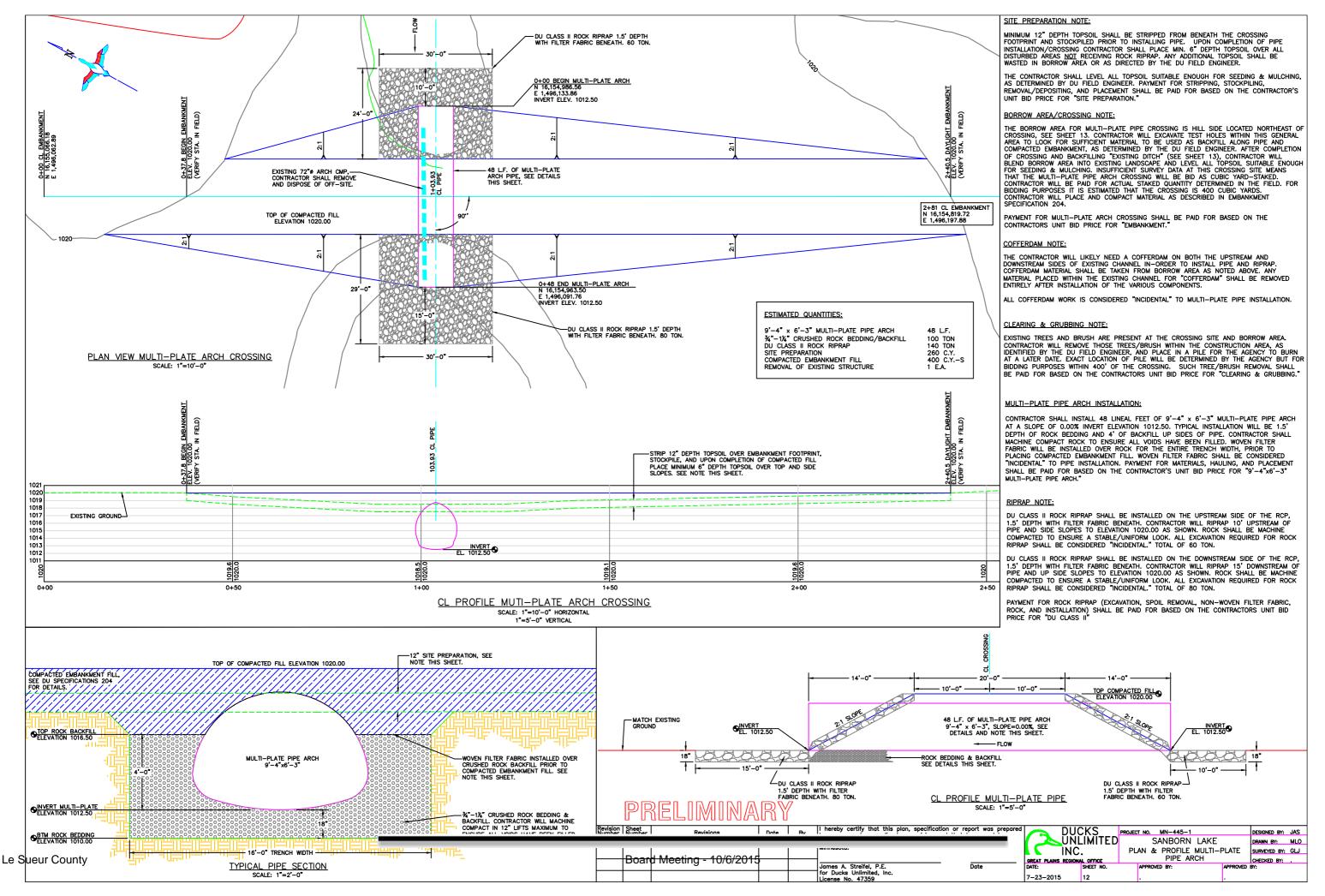


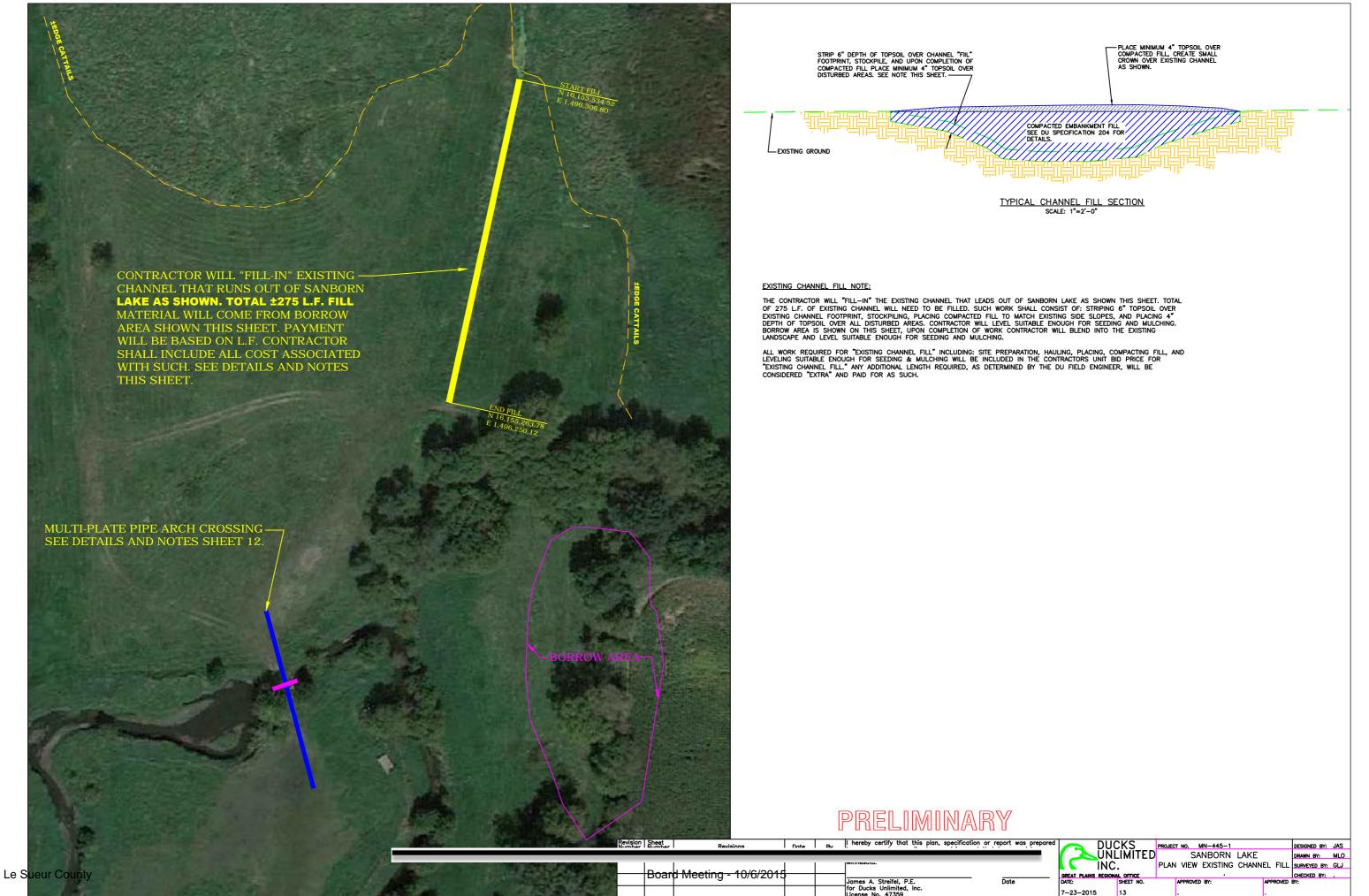


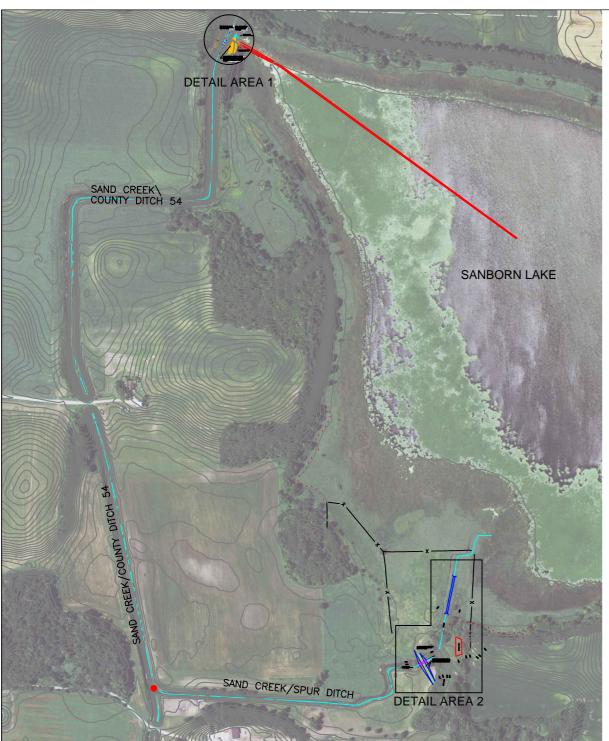










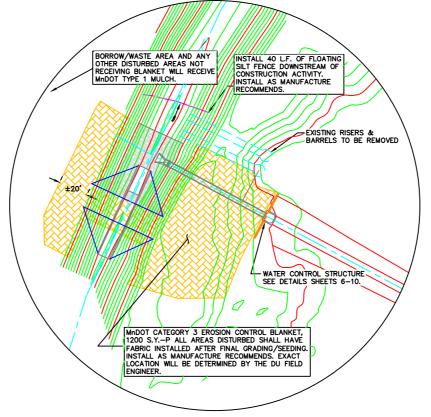


ESTIMATED QUANTITIES F						
		<b>Erosion Control</b>	Floating Silt	Seeding		
	Silt Fence	Blanket	Fence	Area	Seed Mix	Mulch
Location	(Lineal Ft.)	(Square Yards)	(Lineal Feet)	(Acres)	(Pounds)	(Ton)
Area 1 - Water Control	600	1,200	40	1.5	130	3
Area 2 - Multi-Plate	200	700		1.5	130	3
Sanborn Lake Ditch Fill	600			0.2	20	0.5
TOTAL	1,400	1,900	40	3.2	280	6.5

ESTIMATED QUANTITIES WATER CONTROL STRUCTURE SITE:
QUANTITIES LISTED ARE APPROXIMATE AND WILL BE ADJUSTED BASED ON SITE CONDITIONS AND EXACT
MEASUREMENTS DETERMINED BY THE DU FIELD ENGINEER. IF FURTHER EROSION CONTROL METHODS ARE
REQUIRED THAN THOSE WILL BE TREATED AS "EXTRA" AND PAID FOR AS SUCH. PRIOR TO FINAL INSPECTION
THE DU FIELD ENGINEER WILL TAKE MEASUREMENTS ON L.F. SILT FENCE, SQUARE YARD BLANKET, AND TOTAL ACRES OF SEEDING/MULCHING; CONTRACTOR WILL BE PAID BASED ON THESE AS-BUILT MEASUREMENTS.

	AREA 1 SOIL TYPES				
	NRCS Soil Name	Acres in Area 2	Percent of Area 2	K Factor	Soil Classification
	Cordova Clay Loam	0.46	31%	0.28	CL-ML
Le Sueur Cou	NtyMamel Clay Loam	0.17	11%	0.24	CL.
	Caron, Blue Farth	0.87	58%	0.02	м -п

AREA 2 SOIL TYPES					
NRCS Soil Name					
Dassel Loam (183)	0.75	44%	0.28	CL-ML	
Otter Silk Loam (468)	0.10	6%	0.32	CL.	
Caron Muck (524)	0.85	50%	0.02	PT	



### **DETAIL AREA 1**

SEQUENCE OF CONSTRUCTION ACTIVITIES AND BMP IMPLEMENTATION

1. Clear and grub construction site.

2. Perform site preparation work at structure site and proposed borrow area. Install silt fence perimeter control.

3. Complete structure work and install temporary ditch check.

4. Following initial lake drawdown, perform inlet channel work. If water is still flowing out of the during channel work, install flooting silt curtain or other approved BMP's.

5. Seed and mulch disturbed areas.

6. Remove temporary rock check.

7. Inspect all BMP's.

8. Minnesota DNR will be responsible for the removal of all other temporary BMP's including silt fence and bio rolls following satisfactory seed germination.

SEQUENCE OF CONSTRUCTION EVENTS MAY BE ALTERED BY THE CONTRACTOR AS LONG AS BMP'S ARE IMPLEMENTED ACCORDINGLY. CONTRACTOR SHALL PROVIDE MODIFIED SCHEDULE AND BMP IMPLEMENTATION.

	Mixture: 3	50	
	PLS	Rate	% of Mix
Common Name			Component
	kg/ha	lb/ac	
Bluestem, big	3.4	3.0	21.5
Indian grass	2.8	2.5	18.0
Bluestem, little	2.8	2.5	18.0
Grama, sideoats	3.4	3.0	21.5
Wild-rye, Canadian	2.2	2.0	14.0
Switch grass	1.1	1.0	7.0
Grass Totals	15.7	14.0	100.0
	Bulk	Rate	% of Mix
Common Name	kg/ha	lb/ac	Componen
Winter Wheat*	62.7	56.0	80.0
Rye-grass, annual	12.5	11.2	16.0
Wheatgrass, slender	3.1	2.8	4.0
Cover Crop Totals	78.3	70.0	100.0
541-5b-54b-5	0.5	0.5	1 400.0
Mesic Forbs Mixture	0.6	0.5	100.0
GRAND TOTALS:	94.6	84.5	100.0
*Oats to be substitute	d for sprin	gplanting	S
Application: Native mi			

Revision Sheet

SEED MIX NOTE: MINNESOTA DNR SHALL APPROVE FINAL SEED MIX. IF MIX DIFFERS FROM THAT SHOWN, DNR WILL PROVIDE A LOCAL NATIVE SEED MIX.

Board Meeting - 10/6/2015

Date By

BORROW AREA, CONTRACTOR WILL SEED AND MULCH AFTER FINAL GRADING. ALL DISTURBED AREAS NOT RECEIVING BLANKET SHALL BE MULCHED WITH MnDOT TYPE 1 MULCH. SAND CREEK\
SPUR DITCH INSTALL 200 L.F. OF STANDARD SILT FENCE AROUND BORROW AREA AS SHOWN PRIOR TO ANY DIRT WORK. MULTI-PLATE PIPE ARCH & CROSSING. SEE DETAILS AND NOTES SHEET 12. **DETAIL AREA 2** 

EXISTING CHANNEL FILL, SEE

INSTALL 600 L.F. OF STANDARD SILT FENCE ALONG CATTAIL EDGE PRIOR

TO ANY DIRT WORK ON "EXISTING CHANNEL FILL."

SHEET 13 FOR DETAILS AND NOTES.

ecification or report was prepared	DUC	CKS 📴	ROJECT NO.	MN-445-1
	ÜNL	ĹĺŇĬTED	:	SANBORN
	INC		PLAN '	VIEW EROSIO
	GREAT PLAINS REGIONA	AL OFFICE		
Date	DATE:	SHEET NO.	APPRO	VED BY:
	7-23-2015	14		

DESIGNED BY: JAS

DRAWN BY: MLO

SURVEYED BY: GLJ

CHECKED BY: .

SANBORN LAKE

PLAN VIEW EROSION CONTROL

STORM WATER POLLUTION PREVENTION PLAN
THE Minnesota General Permit Authorization to Discharge
Stormwater Associated with Construction Activity issued on June 25, 2013 shall apply for this project.

ABBREVIATIONS
MNDNR: Minnesota Department of Natural Resources MPCA: Minnesota Pollution Control Agency

Project Limits: See Sheets 1, 3, 4, 5, 11, 12, & 13 of these plans for the project limits. These sheets cover structure installations, channel cleanout, embankment construction and seeding areas.

#### SITE DESCRIPTION

Project Description: The purpose of the project is to replace the existing water control structures with a sheet pile box riser weir. The project will also include the construction of ditch crossings and channel cleanout.

Site Map(s): See map on sheet 14 of plans.

Major Soil Disturbing Activities (check all that apply):

- X Clearing & Grubbing
  X Grading & Shaping
- Cutting & Filling Other (describe)

Total Project Area: 1.5 Acres
Total Area to Be Disturbed: 1.5 Acres Existing Impervious Area: 0.0 Acres Proposed Impervious Area: 0.0 Acres

Name of Receiving Water Body/Bodies: Sanborn Lake discharges directly into County Ditch 54 which in turn becomes Sand Creek.

Discharges to Special Or Impaired Waters: The project does have a discharge point within 1 mile of a special water or a water that is impaired for sediment or a sediment related parameter of the permit. Sand Creek has been determined to be impaired for: Chloride &

Discharges to Calcareous Fen: The project does not have a discharge to a Calcareous fen.

Endangered or Threatened Species: The project area has not been identified for endangered or threatened species.

Historic Places or Archeological Sites: Historical places or archeological sites have been addressed by the

SILT FENCE DETAIL NOT TO SCALE

Le Sueur County

Quantities Tabulation for All BMPs: See estimated quantities and construction notes in plans.

#### ORDER OF CONSTRUCTION ACTIVITIES

(Stabilization measures shall be initiated as soon as possible, but in no case later than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.)

- Install erosion and sediment control measures
- Proceed with site grading and construction activities. Stabilize areas disturbed by construction activities with temporary erosion and sediment control measures.
- Complete final grading. Complete permanent erosion and sediment control

LOCATION OF SWPPP REQUIREMENTS IN PROJECT PLAN See sheets 2, 14 & 15 for erosion control measures

#### EROSION AND SEDIMENT CONTROLS

(Check all that apply)

Stabilization Practices (See Erosion and Sediment Control Details in Plan Sheets)

- X Temporary or Permanent Seeding
- Sod Placement
- X Mulching (Straw or Cellulose Fiber)
  X Erosion Control Blankets or Mats
- Vegetation Buffer Strips
- X Roughened Surface (e.g. tracking)
  Gabions—Gabion Mattress

Structural Temporary Erosion and Sediment Controls

- X Silt Fence Temporary Berm
- Temporary Slope Drain
- X Straw Wattles or Rolls
- Diversion Channels/Swales
- Channel Liners (TRM) X Stone Rip Rap Sheet

- Sediment Traps/Basins Inlet Protection
- X Outlet Protection
- Surface Inlet Protection
- Curb Inlet Protection
- Stabilized Construction Entrances

#### Wetland Avoidance:

Will construction and/or erosion and sediment controls impinge on regulated wetlands?  $\underline{X}$  Yes  $\underline{\hspace{1cm}}$  No If yes, the project and erosion and sediment control impacts have been included in the total project wetland impacts and have been included in the 404 permit process with the USACE.

Storm Water Management: Storm water management will be handled by temporary controls outlined in "EROSION AND SEDIMENT CONTROLS" above, and any permanent controls needed to meet permanent storm water management needs in the post construction

TRENCH

#### Pollution Prevention Management Measures

#### Solid Wastes

Collected sediment, asphalt, and concrete millings floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with the MPCA disposal requirements.

#### Hazardous Materials

Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.

Vehicle Washing
External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed on

#### Concrete Washout Onsite

All liquid and solid wastes generated by concrete washout operation must be contained in a leak-proof containment facility or impermeable line A compacted clay liner that does not allow washout liquids to enter ground water is considered an impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operation or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.

### MAINTENANCE AND INSPECTION Maintenance and Inspection Practices

#### Inspections will be conducted at least one time per

- week and after a storm event of 0.50 inches or All controls will be maintained in good working order. Necessary repairs will be initiated within 24 hours of
- the site inspection report or as soon as field conditions allow access. Where work has been suspended due to frozen ground conditions, the required inspections and maintenance must take place as soon as runoff occurs at the site
- or prior to resuming construction, whichever comes Where parts of the construction site have undergone final stabilization, but work remains on other parts of the site, inspections of the stabilized areas may be
- reduced to once per month.
  Silt fence will be inspected for depth of sediment and for tears in order to ensure the fabric is securely anchored. Sediment buildup will be removed from the silt fence when it reaches  $\frac{1}{3}$  of the height of the silt fence. All silt fences must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/3 of the height of the fence.

- Sediment basins and traps will be checked. Sediment will be removed when the depth reaches approximately 50 percent of the structure's capacity.
- Check dams will be inspected for stability. Sediment will be removed when the depth reaches 1/2 the height
- All seeded areas will be checked for bare spots, washouts, and vigorous growth free of significant veed infestations
- Surface waters, including drainage ditches and conveyance systems, must be inspected for evidence of sediment being deposited by erosion.
- Construction site vehicle exit locations must be inspected for evidence of off-site sediment tracking onto paved surfaces. Tracked sediment must be removed from all off-site paved surfaces within 24
- hours of discovery.

  Disturbed areas will be checked for stabilization. Stabilization measures shall be initiated as soon as construction activity in that portion of the site has emporarily or permanently ceased.
- The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connection to a surface water.
- Stabilization of the remaining portions of any temporary or permanent ditches or swales must be completed within 14 days after connecting to a surface water and construction in that portion of the ditch has temporarily or permanently ceased.
- Temporary or permanent ditches or swales that are being used as a sediment containment system (with properly designed rock ditch checks, bio rolls, silt dikes, etc.) do not need to be stabilized. These areas must be stabilized within 24 hours after no onger being used as a sediment containment system.
- Pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours after connection to a surface water.
- Discharge procedures for water control and dewatering operations will be inspected. If the water cannot be discharged to a sedimentation basin prior to entering the surface water, it must be treated with the appropriate BMPs, such that the discharge does not adversely affect the receiving water or downstream
- Inspection and maintenance reports will be completed for each site inspection, this form will also be used to document changes to the SWPPP. The report shall include the date and amount of rainfall events greater than 0.5 inch in 24 hours. A copy of the completed inspection form will be filed with SWPPP documents.
- · The Contractor's site superintendent is responsible for inspection. Maintenance and repair activities are the responsibility of the Contractor.

icense No. 47359

#### SPILL NOTIFICATION

In the event of a spill, the contractor's site superintendent will make the appropriate notificiaton(s), consistent with the

- A reportable spill is a quantity of more than 5 gallons of petroleum which must be reported immediately to the MPCA.
- 2. Any spill of oil or hazardous substance to waters of the state must be reported immediately by telephone to
- MPCA Contact for Environmental Emergencies: 24 Hour (651) 649-5451 or (800) 422-0798

#### CONSTRUCTION CHANGES

UNLIMITED

15

INC.

7-23-2015

When changes are made to the construction project that will require alterations in the temporary erosion controls o the site, the Storm Water Pollution Prevention Plan (SWPPP) will be amended to provide appropriate protection to disturbed areas, all storm water structures, and adjacent waters. The SWPPP will be retained in a designated place for review over the course of the project.

#### PROJECT CONTACTS AND RESPONSIBILITIES

The Contractor is responsible for cosigning and being familiar with the MPCA General Permit for storm water discharges associated with a construction site. When a conflict arises between the permit and this plan sheet, the permit shall govern.

The Contractor is responsible for implementation of the SWPPP and installation, inspection and maintenance of the erosion prevention and sediment control BMP's before and during construction. The Minnesota Department of Natural Resources, Windom Field Office, is responsible for long term operation and maintenance of the permanent storm water management system. The Contractor and FWS contact information is provided in the contract documents and

James A. Streifel, P.E., Regional Engineer for Ducks Unlimited, Inc. prepared the SWPPP. He successfully completed the "Design of Storm Water Pollution Prevention Plans" training course sponsored by the University of Minnesota (Nov. 16-17, 2009, Mankato, MN) and recertification course (Feb. 4, 2013, St. Cloud, MN). His

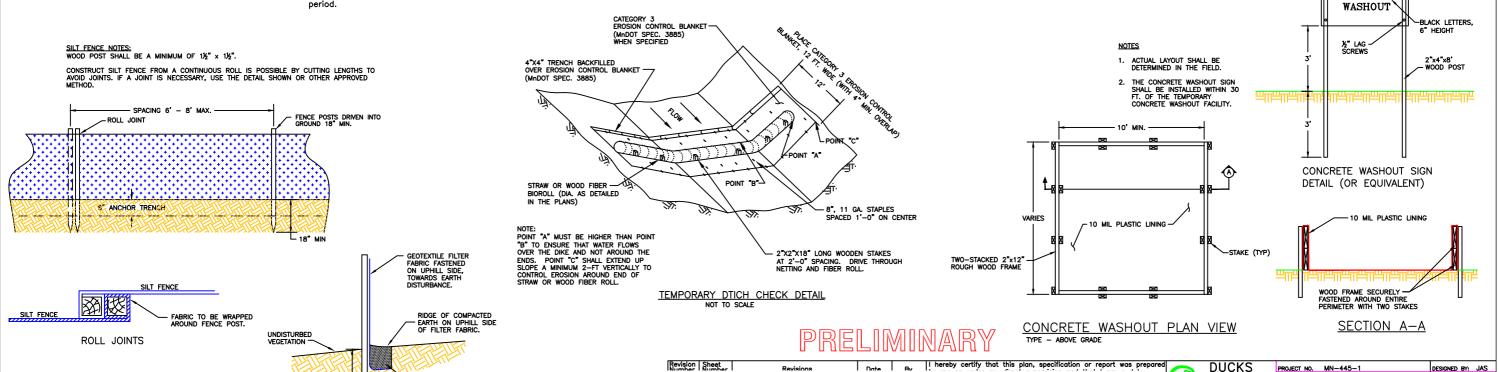
The Contractor will be required to have a person designated and on the project site who has been trained and certified as either an Erosion / Sediment Control Inspector/Installer or in Erosion/Sediment Control Site Management.

CONCRETE

SANBORN LAKE

STORM WATER POLLUTION

PREVENTION PLAN



Board Meeting - 10/6/2015

RAWN BY: MLO

SURVEYED BY: GLJ

CHECKED BY:

#### VI. DESIGN ADDENDUM

To model the entire watershed system including Ditch 54, Spur Ditch and Sanborn Lake water control structure, the HEC RAS and HydroCAD models were revised to include some additional elements. The HEC RAS results for Ditch 54 and the Spur Ditch were the used in conjunction with the HydroCAD model to route the flood hydrographs through Sanborn Lake to determine lake elevations for each of the runoff events. Even though the Spur Ditch now routes a portion of the inflows directly into Ditch 54, water surface profiles still rise to an elevation which then splits inflows and routes them through the existing water control structure. The revised model will take this into consideration to better represent the effects of the proposed versus existing conditions.

As part of the revised model, the proposed water control structure for Sanborn Lake included an increased size of the outlet barrel from 36" diameter to 48" diameter. The proposed weir length and full service level remained the same.

Because the TR-20 runoff method used in HydroCAD produces results considerably higher than those estimated in the regression equations, the Curve Number and Time of Concentration input variables were modified to produce similar runoffs to those of the regression equations. The modified TR-20 input variables and the resulting peak discharge rates are shown in Table 2 below for each of the subwatersheds. Table 1 shows the previously used peak flow estimates from the regression equations developed by using "StreamStats".

	Existing Sanborn	Sand Creek at Spur	County Ditch 54 -
Events	Watershed	Ditch No. 2	Upper Reach
1-Year	32.5 cfs	118 cfs	53.2 cfs
2-Year	43.0 cfs	162 cfs	72.1 cfs
5-Year	75.4 cfs	300 cfs	131 cfs
10-Year	101 cfs	416 cfs	181 cfs
25-Year	139 cfs	589 cfs	254 cfs
50-Year	171 cfs	737 cfs	318 cfs
100-Year	208 cfs	907 cfs	390 cfs

Table 1. Peak Flow Estimates from StreamStats

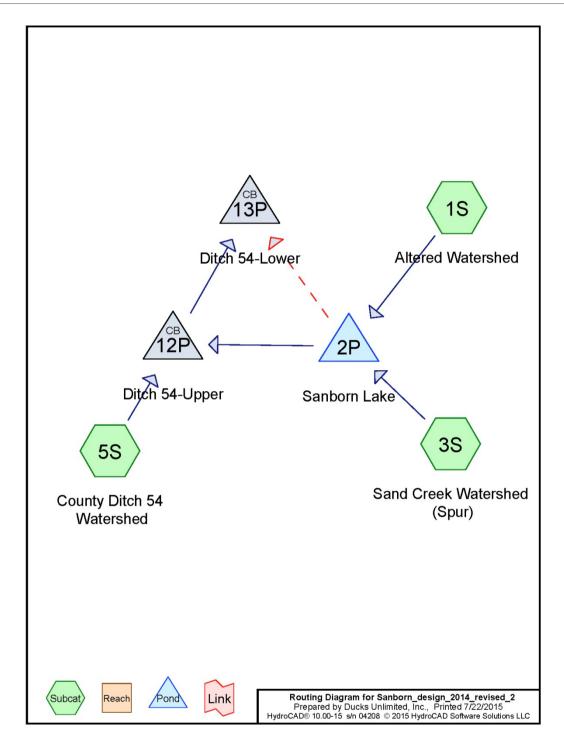


Figure 1. HydroCAD Routing Diagram

Page \_\_\_\_\_\_

Altered Sanborn Lake Watershed - Area = 2,325 acres, CN = 60, AMC = 2 Sand Creek Watershed to Spur - Area = 22,656 acres, CN = 55, AMC = 2

Ditch 54 Upper Reach Watershed - Area = 9,344 acres, CN = 55, AMC = 2

24 Hr. Rainfall Depths from NOAA Atlas 14, Volume 8, Version 2 by U.S. Weather Bureau

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	Existing Sanborn		Sand Creek at Spur Ditch		Count Ditch 54	
	Wate	rshed	Wate	rshed	Watershed	
Events	TOC	Q	TOC	Q	TOC	Q
	(minutes)	(cfs)	(minutes)	(cfs)	(minutes)	(cfs)
1-Year	425	33	750	118	630	52
2-Year	750	44	1,350	163	1,185	73
5-Year	950	75	1,800	298	1,650	132
10-Year	1,200	101	2,250	416	2,075	182
25-Year	1,500	141	2,830	589	2,700	255
50-Year	1,780	171	3,325	738	3,175	317
100-Year	1,935	210	3,750	908	3,600	390

Table 2. Modified TR-20 Variables and Peak Discharge

Water surface profiles for Ditch 54 and the Spur Ditch were determined in the HEC RAS model and used as a user defined stage discharge for the ponds shown on the HydroCAD model diagram. The results of the HydroCAD model are shown in the tables 3 and 4 below.

#### A. Sanborn Lake Existing Conditions - Routing Results

	Inflow	Spur Ditch Flow	Structure Flow	Elevation
	(cfs)	(cfs)	(cfs)	(feet)
1-Year	139	121	8	1019.09
2-Year	186	186	12	1019.13
5-Year	327	211	43	1019.37
10-Year	454	228	100	1019.68
25-Year	646	252	208	1020.13
50-Year	802	271	300	1020.48
100-Year	972	297	312	1020.95

Starting elevation of Sanborn Lake was assumed to be 1018.96 at the start of each event.

Table 3. Stage Discharge for Existing Conditions

#### B. Sanborn Lake Design Conditions - Routing Results

	Inflow	Spur Ditch Flow	Structure Flow	Elevation
	(cfs)	(cfs)	(cfs)	(feet)
1-Year	139	136	1	1017.65
2-Year	186	139	4	1017.76
5-Year	327	158	38	1018.36
10-Year	454	191	95	1019.0
25-Year	646	232	180	1019.76
50-Year	802	263	195	1020.34
100-Year	972	297	205	1020.95

Starting elevation of Sanborn Lake was assumed to be 1017.5 at the start of each event.

Table 4. Stage Discharge for Design Conditions

Given the proposed lower operating level on Sanborn Lake from the existing risers, the peak elevation of the 100-year event turns out to be similar. Discharge through the primary is less than the existing structure but the increased storage results in the same peak elevation.

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.

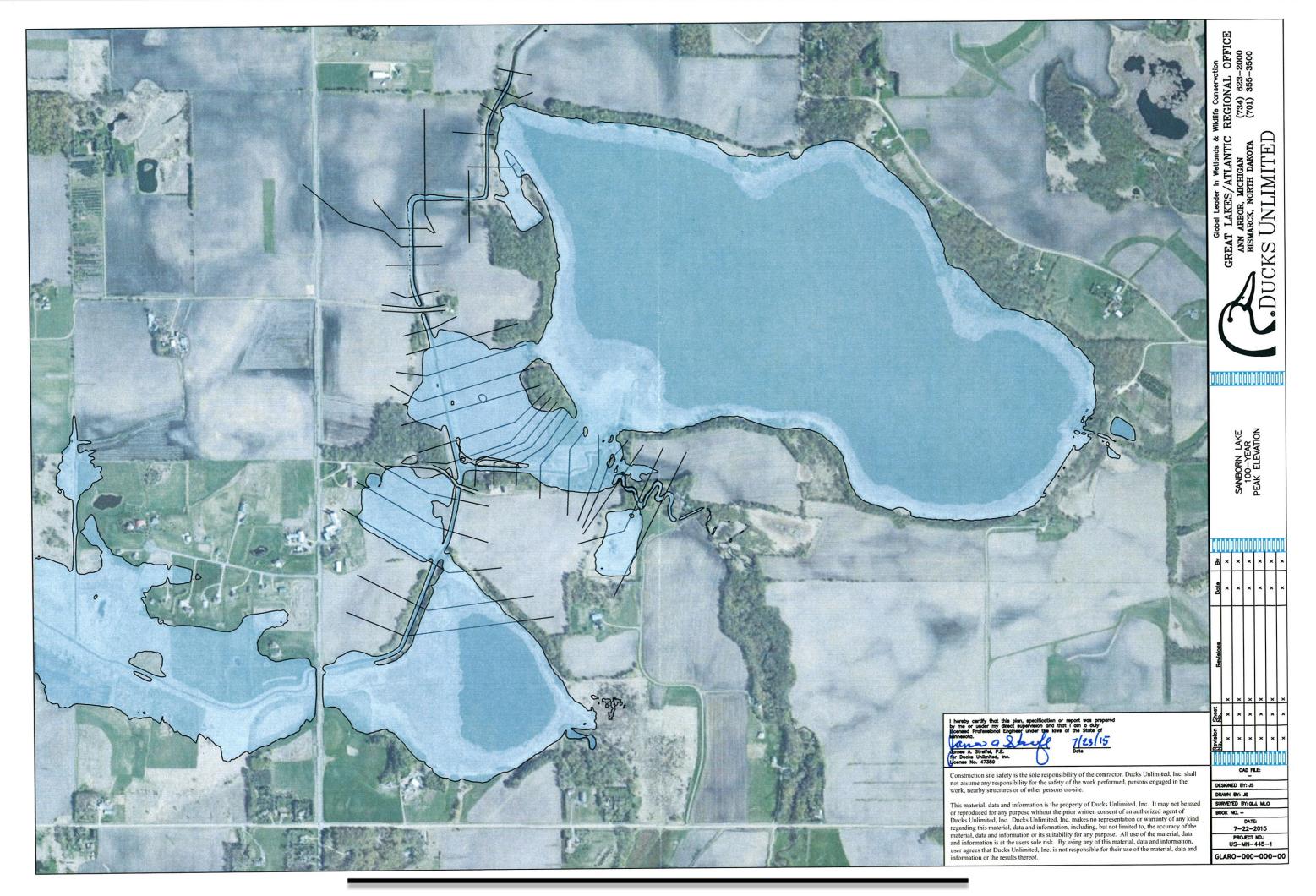
James A. Streifel, P.E.

For Ducks Unlimited, Inc.

License No. 47359

Date

Page 18





1015 W. St. Germain St., Ste. 300, P.O. Box 1497 St. Cloud, Minnesota 56302-1497 Telephone 320-251-6700, Fax 320-656-3500

To: Le Sueur County Drainage Authority for Le Sueur County Ditch 54

From: John C. Kolb, Rinke Noonan

Direct Dial: 320-656-3503

Re: Ducks Unlimited/Department of Natural Resources Sanborn Lake Project

Our File: 15741-0022

Date: September 22, 2015

You asked Rinke Noonan to review and provide an opinion on the Ducks Unlimited (DU) and Department of Natural Resources (DNR) proposal to restore the contributing watershed of Sanborn Lake (Project). Because the Project involves modification to both the original construction and current function of County Ditch (CD) 54, the Drainage Authority will have to consider the impact of the Project on both the function of CD 54 and its utility for benefited landowners.

Our recommendation, as discussed below, is that the Drainage Authority:

- (1) initiate proceedings under statutes section 103E.101, subd. 4a to clarify the drainage system record for CD 54 by identifying and re-establishing the records defining the alignment; cross-section; profile; hydraulic structure locations, materials, dimensions, and elevations; or right-of-way of the CD 54 as originally constructed or subsequently improved; and
- (2) require DU or the DNR to petition the Drainage Authority under statutes section 103E.227 to impound, reroute, or divert drainage system waters for beneficial use.

#### **History of CD 54:**

CD 54 was established and constructed between 1966 and 1971. The alignment of CD 54 traversed most of a previously constructed drainage system, CD 30. However, the construction of CD 54 left several remnants of CD 30 that were never abandoned.

The construction plans for CD 54 show a portion of the main ditch departing from the original alignment of CD 30 to continue east along the north line of the southwest quarter of section 34 to the original alignment of spur 1 of CD 30. The design plans then show the main ditch turning to the south along the original alignment of spur 1 of CD 30, running along a portion of the east

line of the southwest quarter of section 34, where it re-joined the original alignment of CD 30 and continued to the southeast. CD 54 then continued to the east crossing under County Road 144 where it then turned north, departing from the original alignment of CD 30 and bypassing Sanborn Lake (the original alignment of CD 30 connected to Sand Creek and discharged to Sanborn Lake).

A portion of the original alignment of CD 30 flowing toward Sanborn Lake, currently designated as Spur 2 of CD 54, was obstructed as part of the CD 54 construction in order to prevent flows from CD 54 entering Sanborn Lake.

The construction of CD 54 included installation of a fixed crest outlet structure on Sanborn Lake, near the center of section 26, to regulate flows from Sanborn Lake into CD 54. The remainder of CD 54, downstream of Sanborn Lake, followed and altered the natural watercourse of Sand Creek.

Prior to construction of CD 54, the combined natural drainage area of Sanborn Lake and the drainage area of CD 30 to Sanborn Lake was approximately 52 square miles. Construction of CD 54, bypassing Sanborn Lake, reduced the area draining to Sanborn Lake to approximately 37 square miles.

Sometime during the 1980s or 1990s, following a number of high runoff events, the obstruction of Spur 2 of CD 54 failed and the channel headcut back to and connected with Sand Creek. The connection diverted the flow of water from Sand Creek into Spur 2 to the main channel of CD 54. The diversion of flow further reduced the area draining into Sanborn Lake. Currently, only about 4 square miles of drainage area flow to Sanborn Lake.

The major changes in drainage area of Sanborn Lake has significantly altered how Sanborn Lake now functions. Whether caused by all natural conditions or with human intervention, the result, as it relates to CD 54, is a drainage system that is functioning in a substantially different manner than originally constructed.

DU and the DNR are proposing a Project to restore conditions established by the original construction of CD 54 – restoring approximately 33 square miles of drainage area to the lake. Additionally, the Project will modify structures at the outlet of Sanborn Lake to allow for permanent drawdown of the lake for ecological purposes. The actions proposed in the Project will involve permanent modification of CD 54 and will require proceedings and approval by the Drainage Authority. Typically, costs of such modifications are borne solely by the project petitioners. However, in this case, at least a portion of the proposed work involves restoration of failed conditions on CD 54. For this reason, the Drainage Authority should consider what portion of Project cost is properly paid for by the drainage system.

#### **Correction of Drainage System Records:**

If, after thorough investigation of drainage system records, a drainage authority finds that records establishing the alignment, cross-section, profile, or right-of-way of a drainage system that it administers are lost, destroyed, or otherwise incomplete, it may, by order, reestablish records defining the alignment; cross-section; profile; hydraulic structure locations, materials, dimensions, and elevations; or right-of-way of the drainage system as originally constructed or subsequently improved.

Here the as built condition of CD 54 is unclear, especially as it relates to remnants of CD 30 that continue to function to provide beneficial drainage. Since there is no record of any portion of CD 30 being abandoned, the Drainage Authority must determine whether the intent of the CD 54 establishment was to result in a single functional drainage system (as it exists for the most part on the ground today), or two drainage systems with one exiting in remote or nonfunctional fragments.

The record correction process will allow the Drainage Authority to define the CD 54 system, remove orphaned portions of CD 30 and establish a base line from which to consider the Project.

The procedure for reestablishing drainage system records must involve, at a minimum, investigation and a report of findings by a professional engineer licensed in Minnesota supported by existing records and evidence, including, but not limited to, applicable aerial photographs, soil borings or test pits, culvert dimensions and invert elevations, and bridge design records. The existing and reestablished records together must define the alignment; cross-section; profile; hydraulic structure locations, materials, dimensions, and elevations; and right-of-way of the drainage system.

The Drainage Authority may initiate the records correction process by resolution or may act on a petition filed by any party affected by the drainage system. Once the process is initiated, the Drainage Authority, in consultation with the auditor, shall set a time and location for a hearing after the engineer's report is complete. Notice of the hearing must be given by mail to the commissioner of natural resources, the executive director of the Board of Water and Soil Resources, and all property owners benefited or damaged by the drainage system. In addition, notice of the hearing must be given by publication in a newspaper of general circulation in the drainage system area or on a Web site of the Drainage Authority.

#### Petition to Impound, Divert or Reroute a Drainage System or Drainage System Waters:

To conserve and make more adequate use of water resources or to incorporate wetland or water quality enhancing elements, a person; public or municipal corporation; governmental subdivision; the state or a department or agency of the state; the commissioner of natural resources; and the United States or any of its agencies may petition to impound, reroute, or divert drainage system waters for beneficial use.

Here, DU and the DNR propose that the project will permanently modify portion of CD 54 by rerouting and diverting waters in order to improve ecological conditions on Sanborn Lake. The modifications will include the installation of outlet and flow control structures within the alignment of the drainage system and modification of the flow in Spur 2. The legal standard for such modification requires an investigation of whether the proposed modification will be of a public or private benefit and whether the proposed modification will impair the utility of the drainage system or deprive affected land owners of its benefit.

The proceeding must be initiated by a petition. The petition must contain the location of the installation, concept plans for the proposed project, and a map that identifies the areas likely to be affected by the project. The petition must identify the sources of funds to be used to secure the necessary land rights and to construct the project and the amount and rationale for any drainage system funds requested. The petitioner must also acquire a public waters work permit or a water use permit from the commissioner of natural resources if required under chapter 103G for any work altering the course, current, or cross section of public water. The petition must also contain a statement that one or more petitioners will pay the costs incurred if the proceedings are dismissed or a contract is not awarded to construct the drainage system proposed in the petition. The petitioner is responsible for the cost of proceedings, but, in this case, since the State is a petitioner, no bond is required.

If the petition is granted, the petitioner may not modify the drainage system until it has obtained all required permits and all necessary rights-of-way and flowage easements from owners of land to be affected by the Project. The order of the Drainage Authority modifying the drainage system must identify the parties responsible for construction, operation, and maintenance of the drainage system modification and the amount, if any, of drainage system funds for the project. If the part of the drainage system located within the project boundaries is in need of repairs, the petitioner's engineer shall estimate the cost at the time of petition of these separable repairs. The drainage authority shall consider the separable repair costs that will be avoided as a result of the petitioned project, as well as any other benefits of the project to the drainage system, when determining whether or how much to contribute to the petitioned project.



# Le Sueur County, MN

Tuesday, October 6, 2015
Board Meeting

Item 6

10:30 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 October 6, 2015

Recommendation to grant regular status to Suzanne Milam, full time Eligibility Worker, in Human Services, effective October 6, 2015. Suzanne has completed the six-month probationary period.

Recommendation to advertise for a part time Administrative Assistant II in the Sheriff's Office as a Grade 4, Step 1 at \$15.20 per hour.

The part time jailer/dispatcher position will remain open.

Recommendation to approve and sign the 2015-2016 Telecommute Agreement between Le Sueur County and Kari Peters, effective October 6, 2015.

Recommendation to hire Talia Glister, full time Community Support Technician, in Human Services, as a Grade 5, Step 1, \$16.11 per hour, effective October 12, 2015.

Recommendation to advertise for a part time Administrative Assistant II in the Victim Witness Department, as a Grade 4, Step 2 at \$15.75.

Recommendation to accept the resignation request from Cortney Haugen, full time Jailer/Dispatcher in the Sheriff's Office, effective October 15, 2015.

Recommendation to post and advertise for a full time Jailer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.07 per hour.

Equal Opportunity Employer



# Le Sueur County, MN

**Tuesday, October 6, 2015 Board Meeting** 

Item 7

10:40 am Dave Tietz, Sheriff (5 min)

**RE: OHV Enforcement Grant Program Contract** 

**Staff Contact:** 



### Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-40



August 20, 2015

#### Minnesota County Sheriffs:

The Minnesota Department of Natural Resources (DNR), Enforcement Division, is sending contracts to the 56 counties that have chosen to participate in the Off Highway Vehicle (OHV) Enforcement Grant Program during this biennium, July 1, 2015 through June 30, 2017.

Enclosed, you will find your county grant contract. Please sign and return all three copies. Once DNR signs the contract, they are in effect. Meaning, you can earn reimbursement for expenditures only after all parties have signed them.

Based on the number of participating counties, your county will receive the same allocation amount in each fiscal year, 2016 and 2017. The details of receiving reimbursements will be indicated in the contract and on the DNR website. All expenses over the amount of your grant will be the sole responsibility of your county agency.

All information and forms regarding the Off Highway Grant Program can be accessed at the following website: <a href="http://www.dnr.state.mn.us/grants/enforcement/ohv\_safety.html">http://www.dnr.state.mn.us/grants/enforcement/ohv\_safety.html</a>

If you have any questions, feel free to contact Chuck Niska, Program Manager. Chuck can be reached at chuck.niska@state.mn.us or (612) 756-4165.

Thank you in advance for your on-going efforts to assist the DNR in protecting Minnesota's resources and providing service to our citizens.

Sincerely,

COL Ken Soring

Chief Conservation Officer

#### STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and LeSueur County Sheriff's Office, 88 South Park Avenue, LeCenter, MN 56057 ("GRANTEE").

#### Recitals

- 1. Under Minn. Stat. 84.024, the State is empowered to enter into this grant.
- 2. The State, under Laws of Minnesota 2015, First Special Session, Chapter 4, Article 3, Section 3, Subdivision 7, is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
- 3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

#### **Grant Contract**

#### 1 Term of Grant Contract

- 1.1 Effective date: August 15, 2015, or the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5, whichever is later. Per Minn.Stat.§16B.98, Subd. 11, the grantee submitted and the State approved a work plan and budget whose expenditures can be reimbursed. Per, Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.
- 1.2 Expiration date: June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: 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 comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is MANDATORY.
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;

OHV Grant FY2016 - FY2017

- Trailers, trailer maintenance and repair (not costs related to towing vehicle repair);
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated SOLELY to Off Highway Vehicle Enforcement work
- Submit ANNUAL Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- POST on the Grantee's website, a copy of the two page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.

#### 3 Time

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

#### 4 Consideration and Payment

- 4.1 Consideration. Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this grant contract, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee. The State will pay for all services performed by the Grantee under this grant contract as follows:
  - (a) Compensation. The Grantee will be reimbursed up to \$ 5,649.00 in state fiscal year 2016, for expenses incurred between the effective date of the grant and June 30, 2016, and \$5,649.00 in fiscal year 2017, for expenses incurred between July 1, 2016, and June 30, 2017, as determined by the grant funding formula.
  - (b) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$ 11,298.00.

#### 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 must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2016 must be submitted **before** June 30, 2017. Invoices for state fiscal year 2017 must be submitted **before** June 30, 2018. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

#### 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, or for expenses incurred prior to the effective dates for each program year.

Eligible reimbursement costs may not exceed \$ 5,649.00 prior to July 1, 2016.

Eligible reimbursement costs may not exceed \$ 5,649.00 prior to July 1, 2017.

#### 6 Authorized Representative

The State's Authorized Representative is Chuck Niska, Program Manager Senior, MN DNR Division of Enforcement, Box 47, 500 Lafayette Road, St. Paul, MN 55155-4047, (612) 756-4165, chuck.niska@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. 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 Sheriff Dave Tietz, LeSueur County Sheriff's Office, 88 South Park Avenue, LeCenter, MN 56057, (507) 357-8557, dtietz@co.lesueur.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

#### 7 Assignment, Amendments, Waiver, and Grant Contract Complete

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

OHV Grant FY2016 - FY2017

#### 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

#### 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, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. 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 Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

#### 12 Publicity and Endorsement

- 12.1 *Publicity*. Any publicity regarding the subject matter of this grant contract 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 contract.
- 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 contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

4

#### 14 Termination

- 14.1 Termination by the State. The State may immediately terminate this grant contract 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.

#### 15 Data Disclosure

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

1.	State Encumbrance Verification Individual certifies that funds have been encumbered	3. State Agency
	as required by Minn. Statutes 16A.15 and 16C.05.  Signed:   Signed:	By: (with delegated authority)
	Date: 8/24/15	Title:
	SWIFT Contract/PO Number: 9891/ Po # 3000083618	Date:
2.	GRANTEE Poff 3000083709 The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Granted by applicable articles, bylaws, resolutions or	
	Ву:	Ву:
	Title:	Title:
	Date:	Date:
		. Distribution: Agency Grantee State's Authorized Representative - Photo Copy

5



# Le Sueur County, MN

**Tuesday, October 6, 2015 Board Meeting** 

Item 8

10:45 am Jeff Neisen, MIS (5 min)

RE: Syntax Maintenance Agreement

**Staff Contact:** 





Syntax, Inc. 1295 Bandana Blvd. N. Suite 125 St. Paul, MN 55108 (651) 641-1550 Order Number: 0036947 Order Date: 10/5/2015

Salesperson: JDR

Customer Number: 10-LESUE01

Sold To:

LeSueur County 88 South Park Avenue Attn: Accounts Payable Le Center, MN 56057 Confirm To: Scott Gerr Ship To:

LeSueur County Courthouse 88 South Park Avenue Attn: Scott Gerr Le Center, MN 56057

Customer P.O.	Ship VIA UPS GROUND	F.O.B.	Terms Net 30 Days		
Item Code	Description		Ordered	Price	Amount
*DELLCONFIG	Dell PS4100 Renewal		1.00	4,745.00	4,745.00

Dell Reseller Quote # 1017766205804: Maintenance on EqualLogic PS4100 SANs w/Service Tags 6FDT8V1 and 6FDY8V1

---

Effective Dates: 10/5/2015 - 10/4/2016

Acceptance of this proposal, via signature or purchase order, shall be considered and acceptance of Syntax Inc.'s Standard Terms and Conditions, a copy of which has been provided to the unsersigned.		
Client Signature:	Date:	

Net Order:	4,745.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	4,745.00

#### SYNTAX STANDARD TERMS AND CONDITIONS

Effective Date: These Standard Terms and Conditions and any attachments hereto (collectively, the "Agreement") are effective when accepted by Syntax, Inc.

Payment for Products: Except as otherwise provided, Syntax, Inc. will invoice charges for professional services every two weeks at its then current rates. Required service time is estimated. Service charges will be based upon the actual time expended. Payment for services will be due upon Customer's receipt of invoice unless otherwise stated on the invoice. A late charge will be assessed on any past due amount at the rate of 1½ % per month or the maximum rate permitted by applicable law, which ever is less. All travel time will be billed at current hourly rates. Expenses are billed as incurred. Syntax, Inc. reserves the right to withhold or discontinue services in the event payments are not made in accordance with this Agreement.

Security Interests: Title to each product item shall pass to Customer when Customer has made full payment of the purchase price for all products ordered. However, as collateral security for the payments required to be made by Customer pursuant to this Agreement, Syntax, Inc. hereby retains a security interest in all of the products to which this Agreement pertains, including all such goods and software. Customer agrees to execute and deliver all financing statements and other instruments and documents as Syntax, Inc. deems necessary to complete, perfect or continue its security interest shall terminate at such time as all payments required to be made by Customer to Syntax, Inc. for or relating to all things which this Agreement pertains to have been made. If Customer fails to make any payment due hereunder when due, or defaults in the performance of any other promise or obligation under this Agreement, Syntax, Inc. shall have the right, but not the obligation, to terminate this Agreement and/or repossess the products (without liability to Syntax, Inc. for damages arising from such termination or repossession) for (I) Customer's failure to pay any and all amounts due thereunder or to perform any of its other obligations under he terms and conditions of this Agreement, (II) the making by Customer of any general arrangement for the benefit of creditors or (III) or the bankruptcy of Customer or filing of any bankruptcy petition by or against Customer.

Limitation of Liability: SYNTAX, INC. MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY NATURE WHATSOEVER REGARDING THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SYNTAX, INC. SHALL HAVE NO LIABILITY WHATSOEVER REGARDING ANY CLAIM FOR PATENT OR COPYRIGHT INFRINGEMENT. SYNTAX, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ANY PRODUCT OR SERVICE PROVIDED HEREUNDER. IN NO EVENT SHALL SYNTAX, INC. BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY INDIRECT DAMAGES SUCH AS, BUT NOT LIMITED TO, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF SYNTAX, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. No action arising out of any claimed breach of this Agreement or transaction under this Agreement may be brought more than ninety (90) days after the date software, hardware or professional services are delivered to Customer.

Software License: To the extent provided by the manufacturer and subject to Customer's compliance with the balance of this paragraph, Syntax, Inc. extends to Customer a personal, non-exclusive, paid-up license to use the software described in this Agreement. Customer agrees to execute any and all license agreements, warranty forms and related documentation requested by Syntax, Inc. or required by a manufacturer of the software, hardware or professional services licensed or purchased by Customer hereunder. Customer hereby obtains title to the medium on which a software product is recorded but not title to the software. Customer agrees not to reproduce any software product purchased hereunder, except to the extent the manufacturer of the software expressly permits such reproduction.

Non-solicitation: Customer agrees not to solicit, contract with, hire or otherwise engage the services of any Syntax, Inc. employee rendering services hereunder during the term of this Agreement or for a period of 180 days after termination hereof. Further, Customer hereby acknowledges Syntax, Inc. has made significant investment in training employees to render services provided hereunder, and agrees that upon breach or violation of this non-solicitation obligation, Syntax, Inc. shall be entitled to: (1) reimbursement in the amount of \$35,000.00 for said training as liquidated damages; (2) recover reasonable attorney's fees incurred in the enforcement of this Agreement; and (3) to obtain injunctive relief to restrain and enjoin any actual or threatened breach of any provision hereunder. All of Syntax, Inc.'s remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy.

Contingencies: Syntax, Inc. shall not be liable for any damages or penalty for delay, for failure to give notice of delay, for failure to perform, or failure to give notice of non-performance, including, but not limited to, any delay or non-performance due to any cause beyond the reasonable control of Syntax, Inc. The performance schedule, if any, shall be extended by a period of time equal to the time lost because of any delay.

Indemnification: Customer agrees to indemnify, hold harmless and reimburse Syntax, Inc. and its directors, officers, employees, and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever, including reasonable attorneys' fees, that may be imposed on, incurred by, or asserted against Syntax, Inc. in any way relating to or arising out of any action taken or omitted by Customer hereunder.

Arbitration: In the event of any dispute or perceived problem arising with respect to this Agreement, each party agrees that it will give the other party notice of the problem and then the parties must attempt to reach an amicable resolution, without resort to arbitration, within the next sixty days. If the problem is not resolved within the sixty-day period, then the parties agree that the dispute (including any questions of fraud or questions concerning the validity or enforceability of this Agreement) must be resolved by binding arbitration, in accordance with the procedure described in this section. Either party may file and serve a demand for arbitration. The arbitration must be held in Minneapolis, Minnesota, and must be governed by the then-existing Commercial Rules of the American Arbitration Association. The arbitrators panel will consist of three arbitrators, unless Syntax and the Customer agree to have the arbitration proceedings conducted by a single arbitrator. The arbitrators must be selected by agreement of Syntax, Inc. and the Customer fail to or more arbitrators proposed by the American Arbitration Association, or may be persons who are not on such a list but are agreed upon by Syntax, Inc. and the Customer fail to agree on one or more of the persons to serve as arbitrators within thirty (30) days of delivery of the list of proposed arbitrators by the American Arbitration Association. All arbitrators must be either attorneys engaged primarily in the practice of commercial law for at least 10 years or retired judges. All of the arbitration proceedings, including the hearing and final award, must be concluded within ninety days of the expiration of the 30-day period described above. Judgment on the award of a majority of the arbitratiors is binding on both parties, and may be entered in any court having jurisdiction. Specific performance and injunctive relief may be ordered by the award. Costs and attorneys fees must be paid as ordered by the award. The procedure described in this section is the

Force Majeure: Each party will be excused from performance if its performance is prevented by any acts or events beyond such party's reasonable control, including but not limited to: severe weather and storms; earthquakes, hurricanes or other natural occurrences; strikes or other labor unrest; nuclear or other civil or military emergencies; riots; labor problems; war; acts of terrorism; or acts of legislative, judicial, executive, or administrative authorities.

General: This Agreement constitutes the complete and exclusive statement of the terms and conditions between Customer and Syntax, Inc. regarding the subject matter hereof and cannot be altered, amended or modified except in writing executed by an authorized representative of each party. Customer may not transfer or assign this Agreement, any license created hereunder or any of its rights or duties to any other person, firm or corporation without prior written consent from Syntax, Inc. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions. Should any provision(s) of this Agreement be held invalid or otherwise unenforceable, the remaining provisions shall not in any way be affected or impaired thereby.



## Le Sueur County, MN

# Tuesday, October 6, 2015 Board Meeting

### Item 9

### 10:50 am Darrell Pettis

**RE: Data Services Resolution** 

RE: CD #38

RE: CD #16 Redetermination of Benefits Public Hearing

RE: JD #1 Lat 2

RE: CD # 58 Bid Opening on October 23

**RE: Lake Emily Siren** 

RE: Emergency Management Grant

RE: Transit

RE: Scott-Le Sueur General information ditch workshop on Oct. 28

**Staff Contact:** 



### Le Sueur County

**WHEREAS**, the County of Le Sueur desires to improve efficiencies through participating in a more efficient court process with the Minnesota Judicial Branch; and,

WHEREAS, the Minnesota Judicial Branch moves toward a more efficient court process, the eCourtMN initiative is committed to ensuring that non-court governmental agencies have appropriate access to court records and documents; and,

**WHEREAS**, Le Sueur County desires to subscribe to the Minnesota Court Data Services Program,

**NOW, THEREFORE, BE IT RESOLVED** that the Le Sueur County Board of Commissioners approves and authorized Darrell Pettis to sign the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies. This Agreement is between Le Sueur County Court Services and the State of Minnesota.

BY:		
Chairman, L	e Sue	ur County Board of Commissioners
Attested by:		
Darrell Petti	s, Coı	unty Administrator
Dated this	6	day of October, 2015.

1 of 2

#### 1BEFORE THE <u>LE SUEUR</u> COUNTY BOARD OF COMMISSIONE ACTING AS THE DRAINAGE AUTHORITY FOR <u>LE SUEUR</u> COUNTY DITCH #\_\_\_

#### PETITION FOR REDETERMII BENEFITS FOR <u>LE SUEUR</u> COUNT'I PURSUANT TO MINN, STA'

Petitioners represent and request as follows:

- 1. That Petitioners believe that the original benefits or damages determing Sueur County Ditch # 2 do not reflect reasonable present date land values and/or benefit and damaged areas have changed.
- 2. That Petitioners request that Viewers be appointed to redetermine and benefits and damages of <u>Le Sueur</u> County Ditch #3.
- 3. That further, Petitioners request that the <u>Le Sueur</u> County Board of Commissioners acting as the drainage authority for <u>Le Sueur</u> County Ditch Hol necessary hearings and procedures to redetermine benefits for <u>Le Sueur</u> County Ditch

Dated this \$\sum\_{\sum\_{\text{day of }} \sum\_{\text{SEPT}}, 20\subsetem \text{.}} \\
LANDOWNERS: | LEGAL DESCRIPTION:

1. \quad \text{amio B Allie | OC. 02 C. 7600} \\
\sum\_{\text{SIM} | H^2BEC} \\
2. \quad \text{20'S 040 40} \\
3. \quad \text{20'S 040 40} \\
\end{align\*}

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1 of 2

#### 1BEFORE THE <u>LE SUEUR</u> COUNTY BOARD OF COMMISSIONE ACTING AS THE DRAINAGE AUTHORITY FOR <u>LE SUEUR</u> COUNTY DITCH # \_\_\_

#### PETITION FOR REDETERMII BENEFITS FOR <u>LE SUEUR</u> COUNTY PURSUANT TO MINN. STA'

Petitioners represent and request as follows:

- 1. That Petitioners believe that the original benefits or damages determined Sueur County Ditch #20 do not reflect reasonable present date land values and/or benefit and damaged areas have changed.
- 2. That Petitioners request that Viewers be appointed to redetermine and benefits and damages of <u>Le Sueur</u> County Ditch #3/
- 3. That further, Petitioners request that the <u>Le Sueur</u> County Board of Commissioners acting as the drainage authority for <u>Le Sueur</u> County Ditch #32 hol necessary hearings and procedures to redetermine benefits for <u>Le Sueur</u> County Ditch

Dated this 14 day of Sept., 2015.

LANDOWNERS:

LEGAL DESCRIPTION:

G6, 036,7500

O6, 035,2500

O6, 036,7500

2.

06,036,7500

O6,036,7500

O6,036,7500

1 of 1

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1 of 2

#### 1BEFORE THE <u>LE SUEUR</u> COUNTY BOARD OF COMMISSION! ACTING AS THE DRAINAGE AUTHORITY FOR LE SUEUR COUNTY DITCH # \_\_\_

#### PETITION FOR REDETERMII BENEFITS FOR <u>LE SUEUR</u> COUNTY PURSUANT TO MINN, STA'

Petitioners represent and request as follows:

- 1. That Petitioners believe that the original benefits or damages determined Sueur County Ditch #28 do not reflect reasonable present date land values and/or benefit and damaged areas have changed.
- 2. That Petitioners request that Viewers be appointed to redetermine and benefits and damages of <u>Le Sueur</u> County Ditch #28.
- 3. That further, Petitioners request that the <u>Le Sueur</u> County Board of Commissioners acting as the drainage authority for <u>Le Sueur</u> County Ditch Bhol necessary hearings and procedures to redetermine benefits for <u>Le Sueur</u> County Ditch Dated this 3 th day of 5 Ept, 20/5

LANDOWNERS:	LEGAL DESCRIPTION:
1. X D. E.M. Dell JOHN MC GILLEN	06.025.0300
2.	
3.	
	* 8

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7/27/2015 12:26 PN

1 of 2

# 1BEFORE THE LE SUEUR COUNTY BOARD OF COMMISSION! ACTING AS THE DRAINAGE AUTHORITY FOR LE SUEUR COUNTY DITCH # \_\_\_

#### PETITION FOR REDETERMII BENEFITS FOR <u>LE SUEUR</u> COUNT'S PURSUANT TO MINN. STA'

Petitioners represent and request as follows:

Dated this 10 day of SCPT , 2015

- 1. That Petitioners believe that the original benefits or damages determined Sueur County Ditch #25 do not reflect reasonable present date land values and/or benefit and damaged areas have changed.
- 2. That Petitioners request that Viewers be appointed to redetermine and benefits and damages of <u>Le Sueur</u> County Ditch #3.
- 3. That further, Petitioners request that the <u>Le Sueur</u> County Board of Commissioners acting as the drainage authority for <u>Le Sueur</u> County Ditch hol necessary hearings and procedures to redetermine benefits for <u>Le Sueur</u> County Ditch

LEGAL DESCRIPTION:

1. X 2 2 06,036,0100

ED SIRDBEL TIJ

2. X 1 2 06,036,0100

SHAPON STRUBEL

3.

072715

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#### **LeSueur County Commissioners:**

My name is Rocky Stangler, I own 192 acres on County Ditch 38. I am initiating the request for re-determination of benefits along with Ed Strobel, Sharon Strobel, John McGillen, Jerome Miller, Jim Hebel and justify it as follows:

A re-determination meeting was held on 4/12/1983. At that time (I refer you to exhibit #1) If you read Mr Dietz's comments, the classification A to D, wetlands were the biggest target being rated "A" land and getting the greatest assessment at \$300/acre. High crop producing ground got the least at \$75/acre. It appears that after much discussion the viewers were to re-look at some parcels, and the meeting adjourned.

They came back on 5/10/1983 and presented an amended version to a packed house. (I refer you to exhibit #2) This was a lengthy hearing. But decision was again delayed.

At the next meeting on 7/26/1983 the commission met again and passed the viewers amended version from the 5/10/83 hearing as follows: A land \$30/acre, B land \$20/acre and high ground totally farmable \$10/acre.

This was the SWAMP BUSTER era! The wet, cattail infested land that likely never was or could be farmed or grazed got the biggest assessment per acre, and I quote: "LANDOWNERS MIGHT RESORT TO A PUMPING SYSTEM" (Exhibit #2) This was the mentality back then. Drain, clear and farm everything.

However the game changed effective December 23, 1985 with the "Food Security Act of 1985/ Swamp Buster Provision." And it didn't stop there. (I refer you to exhibit #3).

In conclusion: Wetlands are a protected endangered species. You can't blow your nose on that property without permission from the county, state, feds, DNR and Army Corp Of Engineers. It produces **zero** income. Yet we are being assessed three (3) times more than a 40 acre parcel on high ground with 5 miles of tile thru it dumping directly in the ditch. There is a portion of Rice County utilizing Ditch 38 and they pay **NOTHING.** Today's median price (in 2015) to date is \$8834.00/acre in LeSueur County. (assessors figures)

It's about what is right and fair in the assessment process. Wetlands are nature's purification process. We should be getting paid for the land not penalized at a tax rate of 3-1 to cropland.

I also submit to you that the determination passed by the board in "83 (exhibit #2) does not match the colored map and the Auditor's Assessment Statement. No one west of County RD 3, on the ditch was assessed RED \$30/acre. The taxed amounts were incorrectly divided and should be re-done and credited back.

Thank You

Rocky

4/12/83 cont'd.

EXHIBIT #1

DIETZ CONTINUED: speaking should be lower than those lands that are immediately boundaring the ditch. We classified these lands according to what we felt those lands receiving the greatest benefit, would be class A, those lands receiving least benefits would be class Now to go into a little detail as to what classes A, B, C, and D are. Your A land received the greater assessment because it is the wettest and that typical A land, would be land that has water standing on it during the greater postion of your summer months, it has cattails, it has brush and very likely peat and never cropped and rarely even pastured because is wet, wet, wet and it doesn't lend itself do any economic benefit except probably some water life: B land, a typical B land would be one that has reed canary meadow, a low pasture, occasionaly can be plowed in a dry year and sometimes attempted to crop, but rarely cropped because the crop is either to wet in the spring or too wet in the fall to really realize any crop benefits so it would be land where you would gain some economic benefit by owning it. Wet pasture and reed canary sloughs. C land would be land little better grade than your B, which would be primarily meadow type soil that no longer has any peat connected with it, but it lays in such a manner that it is very likely you will have some difficulty in cropping it due to seapage and many cases it would be a swail coming down a steep hill where you have seapage and it remains wet and for that reason we classified it in the C category. Anything else beyond the C would be your number one lands, adequate drainage, mineral type soil and all other soils that drain in to the watershed and we refer to this type of land as watershed lands. So if you have land that top hauls within the watershed, then it is class D land, we call it watershed land and that is, as far as the ditch is concerned, has got the smallest assessment. If there are any questions, why keep them in the back of your mind and ask them when I wind up over here. I think that about completes my report with the exception of giving you the dollar value probably for each classification and that dollar value would be A land we assessed benefits at \$300/acre, B land at \$150/acre, C land at \$75/acre, D land at \$7/acre. R. MILLER: You might tell them you went out and looked at all of the lands with in the watershed.

DIETZ: The question is did we view all the land within the watershed? True, I believe that we covered and viewed and saw every forty acre parcel, now as we do our viewing, the engineers are out with us and we don't know the detail of the map as well as the engineer and he points out to us and says we are on this and that property, his 40 is over here, some north line is here, south line is here, the west line is there. He identifies 40 acre parcels and we then view that area. If there is a hill, we walk over the hill, so we know darn well we have seen it. Anything else?

R. MILLER: Mr. Dietz, in making your determination did you find that therewere in fact numerous 40 acre parcel located with in the watershed which previously had no redetermination of benefits which we found now to actually be benefited?

TTZ: True. There are areas in that ditch, not apparently on your orginal viewers report. gined it was viewed when the ditch was established, although those lands were not

PAGE 3

May 10, 1983 - A Commissioners are present, Christian & Overn

rn EXHIBIT S

OVERN: If you have any discussion by yourself would you please do it out here way behind.

?????: This meeting would be a May 10th meeting make sure that all members of the board were present as were Harry and myself. The next order of business is the determination of benefits on county ditch #38 and we have a very large crowd here today and as chairman I will ask you to please come up to the mike and give your name and we will give everyone an opportunity to speak, so with that I call the attorney for the Petitioner, Mr. Cowell. COWELL: That's correct I believe the viewers have reviewed the properties that were directed to and have prepared a new benefits and also a percentage table that I believe are being passed out amongest the people here I guess at this point call upon Mr. Dietz to providing comments he has regarding the reviewing that was done.

CASEY: okay Mr. Dietz.

DIETZ: I guess our main objective in viewing this ditch or any other ditch is to try to be as fair as unbiased, and unprejudicial as we possibly can and mother nature layed down some of the lands and she didn't use the calculator or make things come out to the exact acre or exact drop of water or what have you, and it's very difficult thing we had to do. Now the first time around we classified this land by the degree of wetness and the wettest land we felt after being drained would get the greatest benefits. That is what we did and later finding out that some of these lands layed below the level of the ditch and therefore in regards of what we the ditch did they would not be drainable. So that was unfair anyone can see that water doesn't run up hil; to jump into the ditch and run off. So actually we throw that whole system away because it was unfair to many land owners. We went and reviewed some of these areas felt that those areas that are closest to the ditch would reap the greatest benefit, and wo we set up a schedule or a criteria where closeness to the ditch determined the degree of benefit. In some cases where the pothole might be below the level of the ditch we felt there would still be some benefit in as much as the landowner might resort to a pumping system. Nevertheless he's still got that ditch so he's still assessed towards making some contribution towards the ditch so that is what we did. Now you have the schedule in your hand and those lands lying immediately

CHANGE OF TAPE acres where ever 40 rods or for every 40 acres removed from the ditch that assessment dropped down to \$20, and in some cases where it was only high land to \$10. However if there was wet land there, then it would be assessed \$20 and the further away from the ditch the lesser the assessment, and in many cases comparing the old assessment with the new there wasn't that much difference but there were individual cases where there were differences. Now I guess that is about all I have to say I did the best I could and we present our report and we ask for your consideration. Could you repeat the cost break land lying immediately on the ditch would be assessed \$30 an acre, and that land lying 40 rods or a 40 acre plot away from the ditch would be assessed \$20 an acre, 3 and that lying would be \$10.

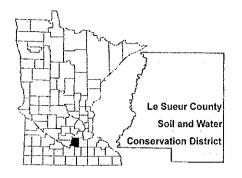
CASEY: Mr. Cowell we turn it back to you then.

COWELL: At this point I'd entertain questions from the viewers I think rather than.

DAGE 15

¥





### Le Sueur County Soil & Water Conservation District

Le Sueur County SWCD 181 W Minnesota St Le Center, MN 56057 Tel. (507) 357-4879 Ext. 3 Fax. (507) 357-6982

E-mail: Michael.Schultz@mn.nacdnet.net E-mail: Sue.Prchal@mn.nacdnet.net

1/8/2014

Rocky Stangler 33515 Lake Pepin RD Montgomery, MN 56069 EXHIBIT # 3

Mr. Stangler,

As you requested in writing from your letter dated 12/23/2014, addressed to Roger Ruhland regarding what State and Federal programs would restrict your property from farm drainage. The following are the programs and agencies that you would need to work with to receive permitting.

**Minnesota Department of Natural Resources (DNR)-** The land is identified as a DNR Public Water which would require a DNR permit to do any work on that ground. Without DNR approval the land would not be in compliance.

Minnesota Wetland Conservation Act (WCA) (MN Statute 8420)- The MN WCA has a no net loss in wetlands in Le Sueur County. Which would likely need mitigation package to drain the wetland. Mitigation packages would likely require a minimum of 2 acres or more to be restored to every acre that will be drained.

**Army Corps of Engineers (ACOE)-** ACOE regulates the Federal Clean Water Act and would likely have jurisdiction of this wetland. The Clean Water Act also has a no net loss in wetlands.

**US Department of Agriculture, Federal Farm Bill**- Draining this wetland would conflict with the Wetland Compliance program and would make the landowner ineligible for Farm Programs.

If you have any further questions on this matter do not hesitate to contact me.

Michael Schultz

Le Sueur SWCD-Technician

Mill all

Le Sueur County WCA-LGU



Date Invoice # 9/21/2015 99525

21269 Jarvis Street NW Nowthen, MN 55330 Phone (763) 241-4944 Fax (763) 241-5245

www.readywattelectric.com rschiller@readywattelectric.com

	Bill To
	nn Traxler
L	eSueur County Emergency Management
8	8 South Park Avenue
L	eCenter, MN 56057
1	

LeCenter, MN 56	8057		8		
P.O. No.	Terms	Due Date		Project	
	Net 30	10/21/2015	15	5-669 LeSeure Co	unty
r.	Ī	Description			Amount
Siren not working. Checked all fuses, chargers cleaned boxes good, caulk conduit, installed KC Ground box properly. (2) batteries were bad the Replaced all (4) batteries checked and adjusted (1) bad charger, replaced (2) bad 10amp fuses. connections. Manual test good. County silent to batteries acid inside cabinets and trays from old		(O seal (weather p he other 2 load tes ed all chargers. Ro s. Tightened all lo test good. Cleane	oroof) sted low. eplaced oose ed	1,105.00	
	our business, Ro		2-221-4983	Total	\$1,105.0

If payment is not received with in 30 days 1 1/2% interest penalty will be added to the total of the invoice.



#### **Grant Agreement**

Page 1 of 2

Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	Grant Program: Radiological Emergency Preparedness 2016-17  Grant Agreement No.: A-REP-2016-LESUECO- 0038
Grantee: Le Sueur County 88 S. Park Avenue Le Center, MN 56057	Grant Agreement Term: Effective Date: 7/1/2015 Expiration Date: 6/30/2017
Grantee's Authorized Representative: Ann Traxler 88 S. Park Avenue Le Center, MN 56057 Phone: 507-380-0048 atraxler@co.le-sueur.mn.us	Grant Agreement Amount: Original Agreement \$12,000.00 Matching Requirement \$0.00
State's Authorized Representative: Patrick McLaughlin Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7434 Patrick.McLaughlin@state.mn.us	Federal Funding: None State Funding: Minnesota Statutes Chapter 12, Section 12.22, Subd.2 and Sections 12.13 and 12.14 Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

*Term:* Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Radiological Emergency Preparedness 2016-17 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Radiological Emergency Preparedness 2016-17 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<a href="https://app.dps.mn.gov/EGrants">https://app.dps.mn.gov/EGrants</a>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

DPS Grant Agreement non-state (04/14)



#### Grant Agreement

Page 2 of 2

*Matching Requirements:* (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

*Certification Regarding Lobbying:* (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.  Signed:  Date:  Grant Agreement No. A-REP-2016-LESUECO-0038 / PO# 3000036435	Title:	rity)
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:  Title:		
By:  Title:  Date:	Distribution:	DPS/FAS Grantee State's Authorized Representative

DPS Grant Agreement non-state (04/14)

#### 2016-17 (REP) Radiological Emergency Preparedness

EXHIBIT A A-REP-2016-LESUECO-0038

Organization: Le Sueur County

#### **Budget Summary**

REP SFY 2016: Ingestion	T
Budget Category	Award
Planning/Training/Drills/Exercise	
2016	\$6,000.00
Total	\$6,000.00
Total	\$6,000.00
REP SFY 2017: Ingestion	
Budget Category	Award
Planning/Training/Drills/Exercise	
2017	\$6,000.00
Total	\$6,000.00
Total	\$6,000.00
Total	\$12,000.00
Allocation	\$12,000.00
Balance	\$0.00

09/29/2015

Page 1 of 1



## Le Sueur County, MN

Tuesday, October 6, 2015
Board Meeting

Item 10

**Future Meetings** 

**Staff Contact:** 

### **Future Meetings 2015**

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.

\*CD #16 Redetermination of Benefits Public Hearing,

9:30 a.m.

\*\*Nicollet/Le Sueur Joint Meeting, 12:00 in the President's Dining Room at the Student Center at

Gustavus College in St. Peter

October 28, 2015 Scott-Le Sueur General Information Ditch Workshop,

1:00 – 4:00 p.m. at the Nye Center

November 3, 2015 Board Meeting, 9:00 a.m.

\*JD #1 Lat 2 Public Hearing, 1:30 p.m. at the Scott

County Government Center in Shakopee

November 10, 2015 No Board Meeting

November 11, 2015 Offices closed for Veteran's Day

November 12, 2015 P&Z Meeting, 7:00 p.m.

**Environmental Services Building** 

November 17, 2015 Board Meeting, 9:00 a.m.

November 17, 2015	Le Sueur – Waseca Community Health Board (CHB) 1:30pm in the Waterville City Council Chambers
November 19, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
November 24, 2015	Board Meeting, 9:00 a.m.
November 26-27, 2015	Offices Closed for Thanksgiving
December 1, 2015	Board Meeting, 9:00 a.m.
December 8, 2015	No Board Meeting
December 10, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
December 15, 2015	Board Meeting, 4:30 p.m. *Final Levy and Budget Public Hearing, 6:00 p.m. at the LSC Courthouse in the Commission Chambers
December 17, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
December 22, 2015	Board Meeting, 9:00 a.m.
December 24, 2015	Offices Close at Noon for Christmas
December 25, 2015	Offices Closed for Christmas
December 29, 2015	No Board Meeting