

MEEKER COUNTY, MINNESOTA
BOARD OF COMMISSIONERS
Regular Session Agenda
November 19, 2019

8:30 Meeting Called to Order With Pledge of Allegiance

Public Comment Period*

- Amendments to the Agenda
- Approval of November 5, 2019 Minutes

Employee Years of Service Awards & Special Achievement Awards

- Ricky Jensrud, PT Snow Plow Operator, 5 Years
- John Fitzgerald, Assistant County Attorney, 5 Years
- Todd Gabrielson, Heavy Equipment Operator, 10 Years
- Troy Granlund, Heavy Equipment Operator, 10 Years
- Douglas Thornquist, Heavy Equipment Operator, 20 Years

Sharon Euerle, County Treasurer

- **Resolution 2019-21:** PERA Courthouse Security Checkpoint Officer Position
- Update to Federal Procurement Policy

8:40 Ashley Kjos, Woodland Centers CEO

- Annual Report

8:50 Ann Steinhaus, County Feedlot Officer

- Feedlot Program Delegation Agreement Work Plan

8:55 Greg Schultz, Land Records Division Director

- Interim Use Permit: Nathaniel Martinson, Paynesville
- Rezoning Application: Thomas Kvistad, Dassel
- Preliminary Plat: Country Meadows 2nd Addition

9:00 Brian Cruze, County Sheriff

- Approve Status Change of Part-Time Deputy Hayes Hine to Full-Time Status, Remaining at Level 9Ds Step A, \$24.63 per Hour, Effective November 20, 2019
- Approve Hire of Part-Time Dispatcher Jennifer Brovold, Level B22 Step 1, \$19.64 per Hour, Effective November 20, 2019

9:05 Phil Schmalz, Public Works Director

- Approve Hire of On-Call Part-Time Snow Plow Operator Jake Degner, Step A \$23.58 per Hour

9:10 Paul Bukovich, Social Services Director

- Approve Social Services Accounts Payable

- 9:15 Barb Loch, County Auditor
- Approve County and Hospital Accounts Payable

Recess County Board and Convene as County Ditch Authority

Barb Loch, County Auditor & John Condon, County Ditch Inspector

- Allocation of Inspector Hours
- Allocation of Non-Specific Time
- Report on Ditch Inspections, Work Completed, & Pending
- Ditch Loan Payment: County Ditch #15
- 2020 Ditch Levy Proposals

Adjourn County Ditch Authority and Reconvene as County Board

- 9:25 Paul Virnig, County Administrator
- Approve Supporting Hands Nurse Family Partnership Joint Powers Agreement Amendment
 - Wold Architects Fee Proposal For Probation Remodel Project
 - Wold Architects Fee Proposal For Chiller/Mechanical Design
 - Request Fund Balance Transfers:
 - o \$450,000 From Family Services Fund to Capital Projects Fund
 - o \$450,000 From Social Services Fund to Capital Projects Fund
 - Appoint MCIT Voting Delegate and Alternate
- 9:35 Lisa Graphenteen & Vince Robinson, Economic Development Authority
- EDA Update

Closed Meeting Pursuant to MN Statutes §13D.05, Subd. 3(b), Attorney-Client Privilege

- 9:45 Brandi Schiefelbein, County Attorney
- **CLOSED SESSION:** Legal Discussion Regarding Negotiation Class Certifying County to Participate in Negotiations Involving the Opioid Lawsuit

Open Meeting for Consideration of Any Motions Following Closed Session

Board of Commissioners Committee Update

Miscellaneous Correspondence

- Monthly Fund Cash Balances

Board/Committee Vacancies (12/31/19):

- Meeker County Planning Commission (3)
- Board of Adjustments (2)
- Public Health Advisory Board (3)
- MN Extension Service Committee (2)

The Meeker County Board of Commissioners met on November 5, 2019, at the Meeker County Courthouse in the City of Litchfield, Minnesota. Call to order was at 8:30 a.m. by Chair Mike Housman.

Present: Commissioners – Beth Oberg, Joe Tacheny, Mike Housman, Steve Schmitt and Bryan Larson, County Attorney Brandi Schiefelbein, County Administrator Paul Virnig, and Executive Secretary Cori Heacock.

Meeting opened with Pledge of Allegiance.

Board Chair Housman called for public comments and there were none.

Motion by Oberg, second by Schmitt to approve the November 5, 2019 agenda as amended to add Sheriff Cruze with a personnel issue.

Motion carried unanimously.

Motion by Tacheny, second by Larson to approve County Board minutes for October 15, 2019 as presented.

Motion carried unanimously.

Motion by Larson, second by Tacheny to approve the promotion of Deputy Josh Case to Detective, Level Ds Step 6, \$32.72 per hour plus an additional \$200 per month on-call pay, effective November 1, 2019.

Motion carried unanimously.

Friends of Meeker Trails Board Chair Mark Vaillancourt provided a trails update to the Board.

Motion by Schmitt, second by Tacheny to approve a Conditional Use Permit, as recommended by the Planning Commission, for Verizon Wireless/Philip Rokala, Parcel #13-0392000, to construct a commercial wireless telecommunications tower with a total height of 259' in the A-1 Agricultural Preservation District, with stated conditions.

Motion carried unanimously.

Motion by Oberg, second by Tacheny to approve a Conditional Use Permit, as recommended by the Planning Commission, for Cletus Huhn Jr., Parcel #07-0446041, to establish one additional building eligibility as per Section 11.01.D.4 of the Meeker County Zoning Ordinance, with stated conditions.

Motion carried unanimously.

Motion by Larson, second by Schmitt to approve a Conditional Use Permit, as recommended by the Planning Commission, for Mark Determan, Parcel #03-0538000, to move more than ten (10) cubic yards in the shore impact zone and more than fifty (50) cubic yards of material in the Shoreland District, with stated conditions.

Motion carried unanimously.

Motion by Tacheny, second by Oberg to approve a Rezoning Application for Kenneth Swanson, Parcel #03-0394000, as recommended by the Planning Commission, from A-1 Agricultural Preservation District to R-2 Rural Residential District to allow to be sold as a building lot.

Motion carried unanimously.

Motion by Larson, second by Schmitt to approve a Preliminary Plat Application for Kenneth Swanson, Swanson's Lake Jennie View, Parcel #03-0394000, as recommended by the Planning Commission.

Motion carried unanimously.

Motion by Schmitt, second by Larson to approve the Final Plat Application for Ranta Shores, Parcel #13-0176000, as recommended by the Planning Commission.

Motion carried unanimously.

Motion by Tacheny, second by Larson to approve hire of Accounting Assistant Danielle Uecker, Level A13 Step 1, \$17.25 per hour, effective November 18, 2019.

Motion carried unanimously.

Motion by Oberg, second by Schmitt to approve Social Services accounts payable as follows:

Human Services Fund	\$90,940.15
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Motion carried unanimously.

Motion by Oberg, second by Tacheny to set a public hearing for the Highway Department 5-Year Construction Plan for December 3, 2019 at 9:30 a.m.

Motion carried unanimously.

Motion by Oberg, second by Tacheny to approve reinstatement of On-Call Part-Time Snow Plow Operator Brad Thomas, Step C, \$25.63 per hour.

Motion carried unanimously.

Motion by Larson, second by Schmitt to approve Final Acceptance and payment on 2019 County-Wide Seal Coat Contract.

Motion carried unanimously.

Motion by Larson, second by Oberg to approve the Minnesota Pollution Control Agency General Obligation Note at 1.5% interest for the SSTS Restoration Project.

Motion carried unanimously.

Motion by Schmitt, second by Larson to adopt a resolution relating to the Minnesota Pollution Control Agency Clean Water Partnership; authorizing the County to borrow money from the Minnesota Pollution Control Agency and to lend money to eligible participants and eligible lenders to fund projects for the control and abatement of water pollution (full resolution on file with the County Administrator Office).

Commissioners Larson, Schmitt, Housman, Tacheny and Oberg voting "yes". Resolution declared adopted. #2019-20.

Motion by Larson, second by Oberg to approve a tax abatement request from Boghos Gaura, Parcel #07-0789000, for 2017, 2018, and 2019.

Motion carried unanimously.

Motion by Larson, second by Schmitt to approve County and hospital accounts payable as follows:

General Revenue Fund	\$ 91,793.53
Road & Bridge Fund	134,387.42
County Parks Fund	1,511.59
Solid Waste Fund	37,660.13
Regional Library Fund	60,271.00
County Nurse Fund	2,209.03
Family Services Bldg. Fund	3,185.94
Tax Forfeit Property Fund	2,606.62

Ditch Fund	4,772.96
County Hospital Fund	348,791.07
Credit Cards:	
General Revenue Fund	9,063.02

Motion carried unanimously.

It being 9:29 a.m., Chair Housman recessed the County Board meeting and convened the County Ditch Authority.

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The County Board convened as the County Ditch Authority.

Present: County Auditor Barb Loch, Public Works Director Phil Schmalz, Commissioners Oberg, Tacheny, Housman, Schmitt, and Larson, County Attorney Brandi Schiefelbein, County Administrator Paul Virnig, and Executive Secretary Cori Heacock.

Motion by Schmitt, second by Larson to acknowledge the Petition for Abandonment of County Ditch #1 Drainage System.

Motion carried unanimously.

Motion by Oberg, second by Tacheny to set a public hearing for the abandonment of County Ditch #1 Drainage System for December 3, 2019 at 9 a.m., in the Meeker County Courthouse Board Room.

Motion carried unanimously.

With no further business, Board Chair Housman adjourned the County Ditch Authority at 9:33 a.m. and reconvened as County Board.

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Board Chair Housman reconvened the County Board meeting.

Motion by Oberg, second by Schmitt to set a public hearing for the Proposed 2020 Fee Schedule on December 17, 2019 at 9 a.m.

Motion carried unanimously.

Motion by Larson, second by Oberg to approve the 2020 Board of Commissioners Meeting Schedule as amended to change the County Board/Township Board meeting to February 11, 2020 at 1:30 p.m.

Motion carried unanimously.

Motion by Oberg, second by Schmitt to approve the 2020 Non-Contract Employee Holiday Schedule as presented.

Motion carried unanimously.

On motion by Schmitt, second by Oberg, Board Chair Housman called for adjournment at 10:08 a.m. The next meeting of the County Board of Commissioners will be on November 19, 2019 at 8:30 a.m., in the County Board of Meeting Room, Meeker County Courthouse.

Respectfully submitted: Cori Heacock, Administrative Coordinator

Chair of County Board

Attest: _____
Clerk of County Board

Meeker County Board Resolution
Public Employees Retirement Association of Minnesota
Police Officer Declaration on
Courthouse Security Checkpoint Officer Position
Resolution #2019-21

COPY

WHEREAS, the policy of the State of Minnesota as declared in Minn. Stat. Section 353.63 is to give special consideration to police officers who are required to perform hazardous work and who devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Chapter 353 permits the governing body of a governmental subdivision to request coverage in the Public Employees Police and Fire Plan for all services rendered by an employee holding a public safety position in a police or sheriff's department that requires the enforcement of the general criminal laws of the state on a primary basis by a licensed peace officer and that periodically includes related non-police officer duties on a secondary basis.

WHEREAS, for the governing body to declare to the Public Employees Retirement Association that a police or sheriff's department position of a police officer who is eligible to participate in the Police and Fire Plan, the duties and training qualifications of the position and employee must meet the following minimum requirements:

1. licensed by the Minnesota peace officer standards and training (POST) board,
2. possesses full power of arrest,
3. charged with the prevention and detection of crimes, **and**
4. has the primary duty (over 50%) to enforce the general criminal laws of the state.

BE IT RESOLVED that the Meeker County Board of Commissioners hereby declares that the position titled Courthouse Security Checkpoint Officer is for primary services that of a police officer who qualifies for membership in the Police and Fire Plan.

BE IT FURTHER RESOLVED that this governing body hereby requests that the employee holding this position be accepted as a member of the Police and Fire Plan effective the date of this employee's initial Police and Fire Plan salary deduction by the governmental subdivision.

Whereupon the above resolution was adopted at a regular meeting of the Meeker County Board of Commissioners this 19th day of November, 2019.

Mike Housman, Chair
Meeker County Board of Commissioners

ATTEST:

Paul Virnig
Meeker County Administrator/County Board Clerk

STATE OF MINNESOTA

MEEKER COUNTY

I, Paul J. Virnig, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the Board of Commissioners of said Meeker County, that I have compared the above resolution with the original passed and adopted by the Board of Commissioners of said Meeker County at a regular meeting thereof held on the 19th day of November, 2019 at 8:30 AM, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect. I further certify that _____ members voted in favor of this resolution and that _____ members were present and voting.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 19th day of November, 2019, and have hereunto affixed the seal of the County.

(SEAL)

PROCUREMENT POLICY

Procurement Policy Statement of Purpose

Federal grant awards or incremental funding received after December 30, 2014 are subject to updated federal uniform standards referred to as the Uniform Guidance or 2 CFR Circular A-133. This policy was developed by the federal government for the implementation of the new procurement standards effective March 2015, which Meeker County accepts. The purpose of this policy is to provide Meeker County with a uniform standard for purchasing and contracting services of the federal government. Meeker County employees in the various departments working relationship with suppliers, and emphasize cooperation between and among departments in identifying and implementing standardized organizational programs to save time and money. This policy only applies to purchases using federal grant awards unless specifically stated otherwise.

MEEKER COUNTY FEDERAL PROCUREMENT POLICY

Effective October 1, 2018

I. General Procurement Standards

Adopted by the County Board September 4, 2018

Meeker County staff is responsible for developing all contracts in accordance with the policy, applicable state statutes and in conformance with applicable Federal law and Uniform Guidance standards, to ensure a full awareness and understanding by affected employees.

The document (Pending changes for board approval pages 3 & 7) perform in accordance with the terms, conditions and specifications of their contracts and purchase orders.

B. Conflicts of Interest

Its employee, officer or agent of Meeker County will participate in the selection award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would exist when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization with which he or she is about to employ him or her has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officer, employee, and agent of Meeker County must neither solicit nor accept gifts, favors or bribes or anything of monetary value from contractors or parties to a contract, unless the financial interest is not essential or the gift is an intangible item of nominal value. Disciplinary actions will be applied for violations of such standards by officers, employees, or agents of Meeker County.

C. Economic Considerations

Meeker County will avoid acquisition if unnecessary or duplication from. Consideration will be given to considering or breaking out procurements to obtain a more economical purchase. Where appropriate, the purchase will be made of local, state, national, and other sources, and any other appropriate measures to enhance the local economic condition.

PROCUREMENT POLICY

Procurement Policy Statement of Purpose

Federal grant awards or incremental funding received after December 26, 2014, are subject to updated federal uniform standards, referred to as the Uniform Guidance or Super Circular. A grace period was extended by the federal government for the implementation of the new procurement standards through 2018, which Meeker County accepted. The purpose for this policy is to provide Meeker County departments, citizens and vendors with purchasing and contracting services of the highest professional standards. This policy will also guide Meeker County employees in the purchase of items at the best price and quality, promote and maintain a good working relationship with suppliers, and emphasize cooperation between and among departments in identifying and implementing standardized organizational programs to save time and money. This policy only applies to purchases using federal grant awards/monies, unless specifically stated otherwise.

I. General Procurement Standards

A. Responsibility and Oversight

Meeker County staff is responsible for developing all contracts in accordance with the policy, applicable state statutes and in conformance with applicable Federal Law and Uniform Guidance Standards, to ensure a full awareness and understanding by affected employees.

The department head in charge of any approved contract will oversee that contractors perform in accordance with the terms, conditions and specifications of their contracts and purchase orders.

B. Conflicts of Interest

No employee, officer, or agent of Meeker County will participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Meeker County must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the financial interest is not substantial or the gift is an unsolicited item of nominal value. Disciplinary actions will be applied for violations of such standards by officers, employees, or agents of Meeker County.

C. Economic Considerations

Meeker County will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

Meeker County is a member of the Joint Purchasing Cooperative with the State of Minnesota, which fosters greater economy and efficiency and promotes cost-effective use of shared services.

D. Awarding and Management of Contracts

Contracts will be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement.

Meeker County will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. Project Specific hard and electronic copies are maintained for highway project documents and records.

Meeker County may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. This is considered on a contract-by-contract basis. Meeker County is responsible for the settlement of all contractual and administrative issues arising out of procurements.

Awarded entity must provide all proofs of insurance required by law to the County prior to work commencing.

II. Competition

A. All procurement transactions will be conducted in a manner providing for full and open competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:

1. Placing unreasonable requirements to qualify to do business
2. Requiring unnecessary experience and excessive bonding
3. Noncompetitive pricing practices
4. Noncompetitive contracts to consultants that are on retainer contracts
5. Organizational conflicts of interest
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurements
7. Any arbitrary action in the procurement process.

B. Meeker County prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

- C. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated. All solicitations will also identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

III. Methods of Procurement

Meeker County will use one of the following methods of procurement:

A. Procurement by micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed ~~\$3,000~~ **\$10,000** (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

B. Procurement by small purchase procedures

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold (currently \$150,000). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

C. Procurement by sealed bids (formal advertising)

For procurements exceeding \$150,000, bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

1. In order for sealed bidding to be feasible, the following conditions will be present:
 - a. A complete, adequate, and realistic specification or purchase description is available;
 - b. Two or more responsible bidders are willing and able to compete effectively for the business;
 - c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

2. If sealed bids are used, the following requirements apply:
 - a. The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
 - b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - c. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
 - d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - e. Any or all bids may be rejected if there is a sound documented reason.

D. Procurement by Competitive Proposals

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. Competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

E. Procurement by noncompetitive proposals

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
4. After solicitation of a number of sources, competition is determined inadequate.

IV. Cost or Price Analysis

Meeker County will perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (currently \$150,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, independent estimates will be made before receiving bids or proposals.

V. Provisions Included in all Contracts

It is the policy of Meeker County to include all of the following provisions, as applicable, in all contracts (including small purchases) with contractors and sub-awards:

A. Remedies

All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently \$150,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

B. Termination

All contracts in excess of \$10,000 shall contain suitable provisions for termination by Meeker County, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

C. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

If included in the federal agency's grant program legislation, all construction contracts of more than \$2,000 awarded by Meeker County and its sub-recipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required

to pay wages not less than once a week. It is the policy of Meeker County to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. Meeker County shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. Meeker County shall report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

[Where applicable] All contracts awarded by Meeker County excess of \$100,000 for contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

F. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and Meeker County in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act (33 U.S.C. 1251 -1387), as amended

Contracts and sub-awards of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (E.O.s 12549 and 12689)

For all contracts *equal to or exceeding \$25,000*, Meeker County shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the Excluded Parties List System in SAM (System for Award Management). Meeker County will review all grant purchases to verify that purchases will not be made against contractors that are on the Debarment or Suspension list supplied by the Government. County accounting staff will review all requisition requests submitted for all grant accounts to make sure the contractor is not on the debarment

list.

This list is available at - <https://www.sam.gov/>. If a match is found, the program manager or department head will be notified directly and accounting will not process the requisition. All results of searches will be attached to the filed paperwork for verification of search.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

For all contracts or Sub-grants of \$100,000 or more, Meeker County shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, Meeker County shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of \$100,000 or more.

Minnesota Statutory References for the Procurement Standards Policy – Contracts

M.S. §373.01 – Delineates powers and duties of a county, including requirements for bidding on contracts for the sale, lease, or conveyance of real and personal property owned by the county

M.S. §373.02 – Delegates authority to execute written documents to Board Chair and Board Clerk (County Auditor)

M.S. §375.21 – Addresses bid and bond requirements for work or labor purchase of furniture, fixtures, other property; construction or repair of roads, bridges, or buildings

M.S. §471.345 – Uniform Municipal Contracting Law

M.S. §471.59 – Provides basic statutory framework for joint operations between units of government

M.S. §160.17 – Road construction requirements

M.S. §162.04 – Final payment on applicable highway projects

M.S. §290.92 – Tax withheld on wages

M.S. §574.26 – Performance and payment bonds requirements for contracts in excess of \$75,000 for the doing of any public work

Code of Federal Regulations (CFR) Title 200 – Uniform Administrative Requirements

MPCA County Feedlot Program Delegation Agreement Work Plan

COPY

Delegation Agreement Years: 2020-21

County: Meeker

County Feedlot Officer (CFO): Ann Steinhaus

If CFO is employed solely by SWCD, list designated County employee who will sign permits/Grant Agreement: Greg Schultz

Telephone Number(s): 320-535-3075

E-mail Address(es): annsteinhaus.swcd@gmail.com

Amendment Number: _____

(Refer to Appendix A when completing this document.)

The revised rules adopted on October 23, 2000 and updated in January 2015, require a Delegated County (County) to prepare a Delegation Agreement that describes the County's plans, strategies and goals for administration and implementation of the Feedlot Program. This Delegation Agreement Work Plan satisfies the Minnesota Rule Chapter 7020 requirement that the Delegation Agreement must be reviewed and approved by the County and the Minnesota Pollution Control Agency (MPCA) annually.

The County will contact the MPCA to discuss potential changes to this Delegation Agreement Work Plan if the County is unable to meet any of the requirements. Agreed upon changes must be documented and incorporated into the Delegation Agreement Work Plan.

Minnesota legislative appropriation language (Minnesota Statutes 116.0711) contains provisions for reducing grants to Counties if they do not meet minimum program requirements (MPRs) as set forth in this document. Counties that fail to meet the minimum seven percent inspection rate MPR and/or ninety percent of non-inspection MPRs are subject to base grant reductions and/or loss of eligibility for a performance credit award.

For any feedlot in which a County employee or a member of the County employee's immediate family has an ownership interest, the County employee will not:

- (a) Be involved in making preliminary or final decisions to issue a permit, authorization, zoning approval, or any other governmental approval for the feedlot; and
- (b) Conduct or review inspections for the feedlot.

<p>This MPCA County Feedlot Program Delegation Agreement Work Plan has been prepared by the County for the period of January 1, 2020 – December 31, 2021. The County agrees with the terms and conditions established in this Delegation Agreement Work Plan and will use feedlot grant funds in conjunction with the required local match dollars and in-kind contributions to carry out the goals, plans and minimum program requirements described herein. The County understands that this Delegation Agreement Work Plan will be reviewed by the MPCA after completion of the first year and, if necessary, be revised.</p>	
Signature of Chair of Board of County Commissioners	Date

A. STRATEGIES

MN Rules 7020.1600, Subp. 3a. states a County must develop annual plans and goals in accordance with registration, inspection, compliance and owner assistance responsibilities as well as permit goals, complaint response and staffing levels.

Registration Strategy

1. Please indicate the method(s) the County will use to provide a feedlot owner with a registration receipt within 30 days of receiving registration information:
 - a. A registration receipt letter or postcard
 - b. An inspection letter that contains confirmation about registration/re-registration
 - c. A permit and/or a permit cover letter that contains confirmation of registration/re-registration

We use method a, b, and c

2. Please indicate the type of registration form used by the County.
 - a. MPCA standard registration form. (County can use a Notice of Construction and/or permit application to register/re-register a site.) County can delete MPCA logo and instructions on where to send the form. Any additional county-specific data requested can be obtained using an additional registration form page or by modifying the form with MPCA approval.
 - b. *MPCA web-based registration system (when it becomes available).*

We use method a and possibly b when it becomes available

3. Please describe how the County will address facilities that upon re-registration show an increase in animal units, a change or addition to animal types or a change or addition to manure storage (i.e. liquid storage not previously included).

Call and make contact with the feedlot owner to make sure the changes are correct and schedule an appointment to come out and check the changes. If no response after 14-days, send a letter. After 30 day of no response, go out to the feedlot for a site visit and/or an inspection.

NEW!

4. Please describe the strategy and timeline the County shall follow to address facilities that are not registered/re-registered in the current (items a, b, d) and/or prior (item c, d) four-year registration cycle.
 - a. Register/re-register sites throughout the four year registration cycle and submit registration forms to MPCA master file staff within **60 days** of receipt (may exceed 60 days if there is a waiver, in writing, as it pertains to permits in Statute 15.99)
 - b. Register/re-register sites early in the fourth year of the registration cycle and submit registration forms to MPCA master file staff within **60 days** of receipt (may exceed 60 days if there is a waiver, in writing, as it pertains to permits in Statute 15.99)
 - c. Sites required to be registered that do not have a current registration (registered prior to January 1, 2014) will be inspected or contacted to verify animal numbers so registration can be updated and submitted to MPCA master file staff within **60 days** of receipt (may exceed 60 days if there is a waiver, in writing, as it pertains to permits in Statute 15.99)
 - d. Other (describe below)

Method a and possibly c will be used if necessary.

Inspection Strategy

For assistance with completing this part of the Delegation Agreement Work Plan please see Appendix A. A County must have an inspection strategy for the purpose of identifying pollution hazards and determining compliance with discharge standards, rules and permit conditions.

NEW! Required Inspection Strategies

Strategy	2020	2021
Conduct inspections at existing sites that have submitted permit applications proposing construction or expansion to ensure that the appropriate permit is issued.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

NEW! The County’s inspection strategy shall include goals for conducting a **majority** of inspections at high risk/high priority sites. The strategy may also include goals for low risk/low priority sites. The County may choose from the provided examples and/or write an alternative strategy in the space provided below.

HIGH RISK/HIGH PRIORITY SITES

- a) Sites within shoreland, a Drinking Water Supply Management Area (DWSMA), Watershed Restoration and Protection Strategy (WRAPS), a TMDL and/or BWSR One Watershed One Plan (1W1P). (See Appendix A for 1W1P link.)
- b) Sites that have open lot area(s) without runoff controls.
- c) Sites that have never been inspected that fall into item a) and b).
- d) Sites that, according to previous inspections, have not been maintaining adequate land application records and/or manure management plans.
- e) Sites constructing Manure Storage Areas (MSA) and open lot runoff controls.
- f) Conduct phosphorus inspections within a formally designated area such as a TMDL, WRAPs or BWSR 1W1P. (See Appendix A for BWSR 1W1P link.)
- g) Conduct in-field land application inspections within a formally designated area such as a TMDL, WRAPs or BWSR 1W1P. (See Appendix A for BWSR 1W1P link.)
- h) Alternative Strategy

LOW RISK/LOW PRIORITY SITES

- a) Sites within a specified size category (i.e. 300 – 499 AU). Please specify.
- b) Sites within a watershed, township or other formally designated area.
- c) Conduct phosphorus inspections within a specific watershed, township or other formally designated area.
- d) Conduct in-field land application inspections within a specific watershed, township or other formally designated area.
- e) Conduct phosphorus inspections as part of a compliance inspection.
- f) Conduct in-field land application inspections as part of a compliance inspection or at non-NPDES sites >300 AU.
- g) Conduct inspections at all sites in the County on a five year or less rotating basis.
- h) Conduct inspections at sites required to be registered that have never been inspected
- i) Alternative Strategy

Inspection Strategies

Inspection Strategy	Inspection Goal 2020*	Inspection Goal 2021*
Sites within shoreland, DWSMA, WRAPS, a TMDL and/or BWSR 1	8	8
Sites that have never been inspected that fall into a	5	5
Site Required to be inspected due to a county CUP (Meeker county is 100% in TMDL's and a large portion is in a BWSR	8	8

1WIP, so these could fall under high risk strategy a as well)		
(Enter description of strategy.)		
Total	21	21

*Enter the number of inspections the County predicts will be completed for each category.

Note: Numbers entered for in-field land application goals must be quantified by feedlot sites and not individual farm fields.

NEW! At least seventy five percent (75%) of inspection data shall be entered into Tempo within 90 days of the inspection. The remaining twenty five percent (25%) (or less) of inspection data shall be entered within 120 days of the inspection. Minimally funded counties may enter data less frequently.

Yes I agree No I do not agree (discuss with MPCA staff)

Please describe the type of documentation the County will use to document inspections by inspection type.

NEW! See Appendix A for newly required documentation.

Compliance Inspection: For **compliance** inspections at feedlot sites with ≥ 300 AU where **manure application records are kept**, documentation in the file must include:

- The Checklist,
- Written communication of the inspection results,
- A copy or photo of a representative sample of manure application records that were evaluated. Examples include: manure and soil sample results, field maps with application rates, MPCA Manure Planner. (This is not tied to an MPR.),
- The County's evaluation of nitrogen rates (i.e. nitrogen rate worksheet). Include documentation used to make a nitrogen determination. (This is not tied to an MPR.), and
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection. (This is not tied to an MPR.)

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For **Compliance** inspections at feedlot sites with 100 -299 AU where **manure application records are required to be kept**, documentation in the file must include:

- The Checklist,
- Written communication of the inspection results,
- The County's evaluation of nitrogen rates (i.e. nitrogen rate worksheet). Include documentation used to make a nitrogen determination. (This is not tied to an MPR.), and
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection. (This is not tied to an MPR.)

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

Construction Inspection: Inspection letter will be sent to feedlot owner. Additional information collected during the inspection will be filed as applicable and may include: maps, serial photos, on-site photos, notes, etc.

Complaint Inspection: Inspection letter will be sent to the feedlot owner. Additional information collected during the inspection will be filed as applicable and may include: maps, land application records, notes, etc.

Phosphorus/Desk-top Nitrogen & Phosphorus Record Inspection: For **Desk-Top N & P** inspections documentation in the file must include:

- The Checklist,
- Written communication of the inspection results,
- A copy or photo of a representative sample of manure application records that were evaluated (This is not tied to an MPR).
- The County's evaluation of the nitrogen rates (i.e. nitrogen rate worksheet). (This is not tied to an MPR).
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet). (This is not tied to an MPR).

The County can also include additional items as part of the inspection file if they determine it is applicable or necessary to document the inspection.

In-Field Land Application Inspection: Inspection letter and checklist will be sent to the feedlot owner. Additional information collected during the inspection will be filed as applicable and may include: maps, land application records, notes, on-site photos, etc.

Stockpile Inspection: Inspection letter and checklist will be sent to the feedlot owner. Additional information collected during the inspection will be filed as applicable and may include: maps, land application records, notes, on-site photos, etc.

Compliance Strategy

1. Please state the various method(s) and practice(s) the County will use in response to **compliance inspections** that result in non-compliance:
 - a. Include corrective actions with completion deadlines in the inspection results notification letter.
 - b. Issue a Letter of Warning (LOW) or a Notice of Violation (NOV) that will include corrective actions and deadlines.
 - c. Issue an interim permit that includes timelines for corrective actions.
 - d. Other (describe below)

All of the above, a-d will be utilized as applicable – depending on the situation and severity of the non-compliance.

- a. Used for minor non-compliance (i.e. inadequate land application records, issues that can be easily corrected with little expense.*
- b. Used for issues usually resulting from improper stockpiling or over apply manure – may be used in situations where runoff from open lots or milkhouse waste created a pollution hazard.*
- c. Used for sites trying to return to compliance – especially sites interested in expansion.*
- d. Other strategies may be implemented as necessary in certain situations.*

2. Please indicate the various method(s) and practice(s) the County will use in response to **land application inspections** that result in non-compliance:
 - a. Address non-compliance at the same time the facility non-compliance is addressed. See above.
 - b. Include corrective actions with completion deadlines in the inspection results notification letter.
 - c. Issue an LOW or NOV that will include corrective actions and deadlines.
 - d. Other (describe below)

All of the above, a-e, will be utilized as applicable – depending on the situation and severity of the non-compliance.

- a. Used for inadequate record-keeping discovered during site inspection – discuss requirements with producer at time of inspection and either assist producer with a record-keeping system and give them time to organize past records.*
- b. Used for minor non-compliance such as inadequate records – issues that are not likely to be a pollution hazard and can be easily corrected with little expense.*
- c. Used primarily for issues resulting from improper stockpiling or when records indicate over applying manure or not meeting setbacks during application.*
- d. Other strategies may be implemented as necessary in certain situations.*

NEW!

3. Notification of inspection results, including corrective action(s) and completion deadlines, shall be sent to feedlot owners. For compliance inspections and/or desktop N & P record reviews the notification of results will be sent to feedlot owners within 30 days of a compliance determination. County intends to follow-up with feedlot owners to evaluate progress.

Yes I agree No I do not agree (discuss with MPCA staff)

NEW!

4. Explain how the County will escalate enforcement action when progress is not being made on corrective actions.

A letter will be sent within 30-day of the determination of compliance, notifying the feedlot owner of the violation and necessary corrective action. Depending on the violation, a deadline for the corrective action will be given or letting them know a permit is required. If a permit is required, the feedlot owners will be informed of their options to apply for the permit and returning to compliance. Interim permits will be used to correct non-compliance if an OLA has not been signed. The CFO will facilitate a meeting for corrections between the feedlot owners, NRCS, and appropriate county officials. Corrective action violations will be followed up on immediately after the given deadline. Notice will be sent to the feedlot owner if they have successfully completed the requirements or if more action is necessary. If more action is necessary, an interim permit may be required. Feedlots with active interim permits will be inspected at a minimum of once per year. For those feedlot owners who received an interim permit to correct violations, if satisfactory corrections are not maked by the end of the interim permit, at the discretion of the CFO, the matter will be forwarded to the county attorney for further enforcement.

Owner Assistance Strategy

1. Please describe the type and number of activities you plan to conduct and how you will track the number of producers reached. (Example: group education events; newsletters; newspaper articles; producer surveys; distribution of manure sample containers; help with MMP writing.)

Distribution of manure sample containers (as requested or recommended), assist with MMP writing, assist with permit applications, assist with grand and other financial assistance as necessary.

B. DELEGATED COUNTY MPRs

MN Stat. 116.0711 Subd. 2. (c) states that 25% of the total appropriation must be awarded according to the terms and conditions of the following MPRs.

Inspection MPRs

A County must inspect seven percent (7%) or more of their State required registered feedlots annually, as determined by the table in Appendix B, to be eligible for the Inspection MPR award. A compliance inspection, a construction inspection, a desk-top nitrogen and phosphorus record inspection or an in-field land application inspection may only count once towards the minimum seven percent inspection rate. A second inspection done at the same site in the same year would be counted towards performance credits. At least half of the seven percent (7%) inspections should be compliance inspections. The remaining half can be a combination of construction inspections, desk-top nitrogen and phosphorus record inspections or in-field land application inspections.

Inspection MPRs	Jan. 1 – Dec. 31, 2020	Jan. 1 –Dec 31 2021
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1. Agency-approved number of feedlots required to be registered by the State. (Enter the number of feedlots for your County found in Appendix B.)	287	287
2. County–Agency agreed upon inspection rate. (Enter “7%” for 2020 and 2021 unless a different inspection rate percentage was negotiated.)	7%	7%
3. NEW! County–Agency agreed upon inspection number for the identified time period. (Calculate 7% of the number from item 1 and if not a whole number, round up to the nearest 0.5 and enter it here. Example: 12.0 =12.0, 12.1 thru 12.5 = 12.5, 12.6 thru 12.9 = 13.0)	20.5	20.5

Non-Inspection MPRs

Registration MPRs	YES	NO
<p>1. The County will register and maintain registration data in the Tempo database (MN R. Ch. 7020.0350 Subp. 1 and 7020.1600, Subp. 2. C).</p> <p><i>A County program review should indicate that the County uses the MPCA feedlot registration form and the County updates Tempo by sending the registration information from registration forms, Notice of Construction forms and permit applications to MPCA master file staff within 60 days (NEW!) of receiving registration information. Tempo fields that must be updated include shoreland status and DWSMA as agreed by FMT-MACFO, 2013.</i></p> <p><i>Instructions for entering registration information into Tempo are available in Tempo HELP/Feedlot folder/CFO Feedlot folder/Instructional Exercises folder/“How to register feedlots and enter data in tempo.docx”.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. The County issues a registration receipt to the feedlot owner within 30 days of receipt of registration information (7020.0350, Subp. 5).</p> <p><i>A file review should indicate the County has fulfilled the registration receipt requirement as stated in their Delegation Agreement Work Plan Registration Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>NEW! The County acknowledges the following:</p> <p>a. The MPCA will run a report on or about January 30, 2022 to determine the number of feedlots the County will receive funding for during 2023 and 2024.</p> <p>b. In order for feedlot sites to count for funding purposes for 2023 and 2024 they must:</p> <ul style="list-style-type: none"> • Have a locked registration in Tempo, • Have a registration Effective Start Date of January 1, 2018 or later, and • Be required to register: 10 or more AU in shoreland areas or 50 or more AU outside shoreland areas. <p>c. Feedlot sites will not count for funding purposes for 2023 and 2024 if they:</p> <ul style="list-style-type: none"> • Do not have a locked registration in Tempo even if they are required to be registered, • Do not have a current registration Effective Start Date (i.e. It is dated January 1, 2018 or earlier), or • Have less than 10 AU in shoreland areas or less than 50 AU in areas outside of shoreland even if the previous registration contained animal numbers 	<input checked="" type="checkbox"/>	

that required registration and/or the date they last had animals was within five (5) years prior to January 1, 2022.		
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Inspection MPRs	YES	NO
<p>3. The County maintains a record of all compliance inspection results, including land application inspections, conducted at feedlots required to be registered. At a minimum, counties must maintain on file (electronic or paper) inspection documentation as outlined in Appendix A (UPDATED!) (7020.1600, Subp. 2. H.).</p> <p><i>A file review should indicate that the County uses and maintains on file inspection documentation as stated in their Delegation Agreement Work Plan Inspection Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. NEW! The County enters data from all feedlot inspections at feedlots required to be registered into Tempo by no later than February 1 of the year following the end of the program year (7020.1600, Subp. 2. H.) and at least seventy five percent (75%) of inspection data shall be entered into Tempo within 90 days of the inspection. The remaining twenty five percent (25%) (or less) of inspection data shall be entered within 120 days of the inspection. Minimally funded counties may enter data less frequently.</p> <p><i>A Tempo database query should indicate that inspection checklist data was entered into Tempo within required parameters.</i></p> <p><i>Instructions for entering an inspection into Tempo are available in Tempo HELP/Feedlot folder/CFO Feedlot folder/Instructional Exercises folder/"Exercise 7. Inspection county.docx" and Tempo HELP/Feedlot folder/CFO Feedlot folder/"Tempo-over all compliance guidance-CFO.docx".)</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>NEW! The County acknowledges the following:</p> <p>a. For inspections to count toward the required seven percent (7%) inspection rate they must:</p> <ul style="list-style-type: none"> • Be at sites that are required to register, • Have a locked inspection in Tempo, and • Occurred during the CFO Annual Report reporting year. <p>* If at the time of inspection a site has a current (January 1, 2014 or later) locked registration with animal numbers that require registration (10 or more AU in shoreland or 50 or more AU outside of shoreland) and as a result of the inspection the registration information is updated to animal numbers that no longer require registration, the inspection shall count toward the seven percent (7%) inspection rate.</p> <p>b. Inspections at feedlot sites will not count toward the required seven percent (7%) inspection rate if:</p> <ul style="list-style-type: none"> • Inspection information is not entered into Tempo, or • Inspections entered into Tempo are not locked. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. The County's Inspection Strategy has been approved by the agency (7020.1600, Subp. 3a.B.(1-2)).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The County's CFO Annual Report should indicate the County initiated inspection plans and goals as stated in their Delegation Agreement Work Plan Inspection Strategy.		
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Compliance MPRs	YES	NO
<p>6. NEW! The County will notify the producer, in writing or via e-mail, of the results of any inspection. The notification must include a completed copy of the Minnesota Feedlot Inspection Checklist (7020.1600, Subp. 3a.B. (5)(a)). For compliance and desktop N & P inspections the written or e-mailed inspection notification shall be within 30 days of a compliance determination.</p> <p><i>A file review should indicate the County has notified the producer(s) of compliance inspection results. Notification must be in writing or via e-mail.</i></p>	☒	☐
<p>7. The County will bring feedlot operations into compliance through the implementation of scheduled compliance goals as stated in the County's Delegation Agreement Work Plan Compliance Strategy (7020.1600, Subp. 3a.B.(5)).</p> <p><i>A file review should indicate that the County brought non-compliant feedlots into compliance as stated in their Delegation Agreement Work Plan Compliance Strategy.</i></p>	☒	☐
<p>8. The County maintains documentation and correspondence for any return to compliance from a documented non-compliance status (7020.1600, Subp. 2.H.).</p> <p><i>When a County records a corrective action in Tempo the file should contain documentation verifying the corrective action. Tempo should indicate that the audit data screen is correctly filled out for partial or complete upgrades and/or the Violations screen in Tempo has been updated to reflect the return to compliance.</i></p>	☒	☐

Permitting MPRs	YES	NO
<p>9. The County will issue permits within the 60/120 day time period according to Minn. Stat. 15.99 (7020.0505, Subp. 5.C.).</p> <p><i>A file review should indicate that the County date stamps all application components and, if applicable, uses letters to notify producers of incomplete applications. An application component received by the County electronically (via e-mail) does not need a date stamp provided the dated e-mail is saved with the document.</i></p>	☒	☐
<p>10. The County will make sure all permit applications are complete (7020.1600, Subp. 2.C.).</p> <p><i>A file review should indicate that the County uses an agency-approved application checklist and that application information is complete and accurate as verified through the use of the application checklist.</i></p>	☒	☐
<p>11. The County will ensure producer compliance with required notifications (7020.2000, Subp. 4 and Subp. 5).</p> <p><i>Public notifications for new or existing feedlots with a capacity of ≥ 500 AU proposing to construct or expand must include the following information:</i></p> <ul style="list-style-type: none"> a. Owner(s) name(s) or legal name of the facility; b. Location of facility - county, township, section, quarter section; c. Species of livestock and total animal units; d. Types of confinement buildings, lots, and areas at the animal feedlot; and e. Types of manure storage areas. <p><i>Public notification is completed by equal or greater notification of one of the following:</i></p>	☒	☐

<ul style="list-style-type: none"> a. Newspaper (affidavit in file); b. Delivery by mail or in person; or c. As part of a county/township permitting process (Conditional Use Permit); d. A copy of the newspaper including date of publication; e. A printed copy of the notification from the newspaper website including date of publication. 		
<p>12. The County will issue the appropriate permit after completion of required notifications (7020.2000, Subp. 4, 5).</p> <p><i>A file review should indicate that permits have been issued more than twenty (20) business days after public notifications.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>13. The County will ensure that MMP (manure management plan) conditions have been met according to 7020.2225, Subp. 4.D. prior to permit issuance (7001.0140).</p> <p><i>A file should contain a MMP and a completed MMP checklist for any interim permit issued for a site >100 AU; a MMP and a completed MMP for any CSF permit issued for a feedlot where manure is non-transferred over 300 AU; and a completed copy of the document "MMP When Ownership of Manure is Transferred" for a feedlot ≥300 AU where manure is transferred. A file review will confirm that a copy of the MMP checklist is in the permit file and verify that the MMP is complete, accurate and meets feedlot rule requirements as verified through the use of the MMP checklist.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>14. The County will ensure that a producer who submits a permit application that includes a liquid manure storage area (LMSA) meets the requirements in 7020.2100.</p> <p><i>A file review should indicate that the County uses an agency-approved LMSA checklist and that LMSA plans and specifications are complete, accurate and meet feedlot rule requirements as verified through the use of the LMSA checklist.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>15. The County will ensure that any pollution problem existing at a producer's site will be resolved before the permit is issued or will be addressed by the permit (7020.0535 Subp.7. and 7001.0140).</p> <p><i>A file review should indicate the County issues interim permits in appropriate situations and conducts an inspection at existing sites prior to permit issuance.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Complaint Response MPR	YES	NO
<p>16. The County maintains a record of all complaint correspondence. (7020.1600, Subp. 2.H. and Subp. 2.J.(6))</p> <p><i>The County maintains a complaint log and promptly reports to the MPCA any complaints that represent a possible health threat, a significant environmental impact or indicate a flagrant violation. The complaint log should include:</i></p> <ul style="list-style-type: none"> a. Type of complaint; b. Location of complaint; c. Date and time complaint was made; d. Facts and circumstances related to the complaint; and e. A statement describing the resolution of the complaint. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Owner Assistance MPR	YES	NO
<p>17. The County's Owner Assistance Strategy has been approved by the agency. (7020.1600, Subp. 2.J.(5) and Subp. 3a.B.(7))</p> <p><i>A review should indicate the County initiated their plan as stated in their Delegation Agreement Work Plan Owner Assistance Strategy.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Staffing Level and Training MPR	YES	NO
<p>18. The CFO (and other feedlot staff) attend training necessary to perform the duties of the feedlot program and is consistent with the agency training recommendations. (7020.1600, Subp. 2.K.)</p> <p><i>The County should complete a minimum of 18 continuing education units (CEUs). Each unit consists of one hour of training related to MN Rules Ch. 7020 competency areas: regulating new construction, conducting inspections and evaluating compliance, handling complaints and reported spills, responding to air quality complaints, resolving identified pollution problems, communicating with farmers and the agricultural community.</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Air Quality MPR	YES	NO
<p>19. The County maintains a record of all notifications received from feedlot owners claiming air quality exemptions including the days exempted and the cumulative days used. (7020.1600, Subp. 2.I.)</p> <p><i>The County should maintain a pumping notification log. The log should include:</i></p> <ul style="list-style-type: none"> <i>a. Names of the owners/legal facility name;</i> <i>b. Location of the facility (county, township, section, quarter);</i> <i>c. Facility permit number; and</i> <i>d. Start date and number of days to removal.</i> 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Web Reporting Requirement	YES	NO
<p>20. The County maintains an active website listing detailed information on the expenditure of County program grant funds and measureable outcomes as a result of the expenditure of funds. (86th Legislature, 2009 MN Session Laws, Chapter 37 – H. F No. 2123, Article 1, Section 3, Subdivision 1)</p> <p><i>As of July 1 of the current program year the CFO Annual Report and MPCA Financial Report from the previous program year should be posted on the County's website.</i></p> <p><i>https://www.revisor.mn.gov/laws/?year=2009&type=0&doctype=Chapter&id=37</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2020 County Feedlot Program Delegation Agreement Work Plan Review

A. County Resource Request (Request any resources the MPCA can provide to help administer the County feedlot program in your County.)

MPCA Response to County Resource Request

B. Documentation of Delegation Agreement Work Plan Revisions and/or Alternate Methods for Meeting MPRs (Any Delegations Agreement Work Plan revisions, including alternate methods for meeting MPRs agreed to by MPCA and the County, must be documented here.)

C. Delegation Agreement Approval

The 2020 Delegation Agreement Work Plan has been reviewed and satisfactorily addresses Delegation Agreement Work Plan requirements.

Yes No

<p>The comments as recorded above, together with the signatures of represented parties, constitute that review of the Delegation Agreement Work Plan has been conducted and agreement of County duties and strategies by the MPCA and the County for the January 1 – December 31, 2020 period has been achieved.</p>			
	County Feedlot Officer		
	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Signature of County Feedlot Officer</td> <td style="width: 30%;">Date</td> </tr> </table>	Signature of County Feedlot Officer	Date
	Signature of County Feedlot Officer	Date	
MPCA County Feedlot Program Development Lead			
	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Signature of MPCA County Feedlot Program Development Lead</td> <td style="width: 30%;">Date</td> </tr> </table>	Signature of MPCA County Feedlot Program Development Lead	Date
Signature of MPCA County Feedlot Program Development Lead	Date		

Amendment: _____

2021 County Feedlot Program Delegation Agreement Work Plan Review

- A. **County Resource Request** (Request any resources the MPCA can provide to help administer the County feedlot program in your county.)

MPCA Response to County Resource Request

- B. **Documentation of Delegation Agreement Work Plan Revisions and/or Alternate Methods for Meeting MPRs**
(Any Delegation Agreement Work Plan revisions, including alternate methods for meeting MPRs agreed to by MPCA and the County, must be documented here.)
-

- C. **Delegation Agreement Approval**

The 2021 Delegation Agreement Work Plan has been reviewed and satisfactorily addresses Delegation Agreement Work Plan requirements.

Yes No

The comments as recorded above together with the signatures of represented parties constitute that review of the Delegation Agreement Work Plan has been conducted and that agreement of County duties and strategies by the MPCA and the County for the January 1 – December 31, 2021 period has been achieved.	
	County Feedlot Officer
	Signature of County Feedlot Officer Date
	MPCA County Feedlot Program Development Lead
Signature of MPCA County Feedlot Program Development Lead Date	

Amendment: _____

Appendix A

2020–21 Delegation Agreement Work Plan Guidance

This Delegation Agreement Work Plan applies to feedlots that are required to be registered under MN R. Ch 7020.

If a Delegated County (County) will not be able to meet their registration, inspection, compliance and/or owner assistance strategies during the year the County needs to communicate this with the MPCA in a timely manner and work with MPCA to determine an acceptable alternative. If a County is unable to achieve the strategies of the Delegation Agreement Work Plan they risk losing funding. A County that does not meet the minimum seven percent inspection rate may be at risk for losing funding.

TYPES OF INSPECTIONS

Please refer to the Minnesota Feedlot Inspection Checklist (Checklist) to learn more about a feedlot inspection.

Compliance Inspection is an onsite, full facility inspection during which all parts of the feedlot are inspected. When inspecting a site registered for ≥ 100 AU the nitrogen section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE Compliance Inspection* as the Compliance Evaluation Type and load applicable checklist.

Construction Inspection is an onsite inspection completed at a feedlot site that is constructing. A construction inspection typically involves just inspecting the construction activity that is taking place and does not require inspection of other parts of the feedlot. When entering an inspection of this type into Tempo select *FE Construction Inspection* as the Compliance Evaluation Type and load applicable checklist.

Complaint Inspection is an inspection conducted in response to a complaint. A complaint inspection typically involves just inspecting the portion of the feedlot, land application site, manure stockpile or other areas relating to the complaint and does not require inspection of any other area not directly related to the complaint. When entering an inspection of this type into Tempo select *FE Complaint Inspection* as the Compliance Evaluation Type.

Stockpile Inspection is an onsite inspection conducted to inspect one or more stockpiles. A stockpile inspection typically involves just inspecting the portion of the feedlot relating to the stockpile(s) and does not require inspection of other parts of the feedlot. The stockpile section(s) of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE Stockpile Inspection* as the Compliance Evaluation Type and load the applicable checklist portions.

Land Application Inspections

- **Phosphorus Inspection** is an inspection of the phosphorus portion of land application records that is conducted in conjunction with a compliance inspection of a site registered for ≥ 300 AU. The phosphorus section of the Checklist must be filled out for the inspection to be complete. **NOTE:** The number of years of records reviewed needs to meet the minimum of the crop rotation (i.e. C*/SB = two years, C/C/SB = three years, O/H/H/H/C/C/C = 7 years.) When entering an inspection of this type in Tempo both *FE Compliance Inspection* and *FE Phosphorus* are selected as Compliance Evaluation Types and load the applicable checklist. (*C = Corn, SB = Soybean, O = Oats, H = Hay)
- **Desktop Nitrogen & Phosphorus Record Review** is an inspection of both nitrogen and phosphorus land application records of a site registered for ≥ 300 AU. This is an independent inspection conducted without inspecting other parts of the feedlot. The nitrogen and phosphorus sections of the Checklist must be filled out

for the inspection to be complete. This inspection typically would be conducted in the office after requesting and receiving application records but it could also be conducted onsite. When entering an inspection of this type into Tempo select *FE Desk-top Nitrogen & Phosphorus Record Inspection* as the Compliance Evaluation Type and load the applicable checklist. **NOTE:** Desk-top Phosphorus records reviews must be completed in the same manner as described in the Phosphorus inspection above.

- **In-field Land Application Inspection** is an onsite/in-field inspection that focuses on land application practices including but not limited to discharges and setback requirements. The inspection should include a review of the MMP as applicable. The in-field land application inspection section of the Checklist must be filled out for the inspection to be complete. When entering an inspection of this type into Tempo select *FE In-field Land Application Inspection* as the Compliance Evaluation Type and load the applicable checklist.

A Special Note about Inspections at Facilities Designated as a Large CAFO or Operating Under an NPDES or SDS Permit

County inspections conducted at NPDES/SDS/CAFO sites DO NOT count towards the minimum seven percent (7%) inspection rate. If the inspection was requested of the County by MPCA feedlot program staff the County can add that inspection to the CFO Annual Report to obtain performance credits.

INSPECTION DOCUMENTATION

Required

Each compliance inspection must be documented. A Checklist must be used for all compliance inspections as applicable (MPR #3). The results of compliance and land application inspections are to be documented and communicated in writing or via e-mail to the feedlot owner. For compliance inspections and desktop N & P record reviews results are to be communicated to the feedlot owner within 30 days of a compliance determination (MPR #6). It is not necessary to document and communicate results to the feedlot owner for a construction or complaint inspection unless compliance issues are discovered as a result of the inspection. Both the Checklist and the written communication of inspection results to the feedlot owner need to be either in the County's file or uploaded into Tempo.

NEW!

For **compliance** inspections at feedlot sites with ≥ 300 AU where **manure application records are kept**, documentation in the file must include:

- The Checklist,
- Written communication of the inspection results,
- A copy or photo of a representative sample of manure application records that were evaluated. Examples include: manure and soil sample results, field maps with application rates, MPCA Manure Planner. (This is not tied to an MPR.),
- The County's evaluation of nitrogen rates (i.e. nitrogen rate worksheet). Include documentation used to make a nitrogen determination. (This is not tied to an MPR.), and
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection. (This is not tied to an MPR.)

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

NEW!

For **Compliance** inspections at feedlot sites with 100 -299 AU where **manure application records are required to be kept**, documentation in the file must include:

- The Checklist,
- Written communication of the inspection results,

- The County's evaluation of nitrogen rates (i.e. nitrogen rate worksheet). Include documentation used to make a nitrogen determination. (This is not tied to an MPR.), and
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet), if an optional phosphorus inspection is conducted in conjunction with a compliance inspection. (This is not tied to an MPR.)

The County can also include additional items (photos, site map, etc.) as part of the inspection file if they determine it is applicable or necessary to document the inspection.

NEW!

For **Desk-Top N & P** inspections documentation in the file must include:

- The Checklist,
- Written communication of the inspection results,
- A copy or photo of a representative sample of manure application records that were evaluated (This is not tied to an MPR).
- The County's evaluation of the nitrogen rates (i.e. nitrogen rate worksheet). (This is not tied to an MPR).
- The County's evaluation of phosphorus rates (i.e. phosphorus rate worksheet). (This is not tied to an MPR).

The County can also include additional items as part of the inspection file if they determine it is applicable or necessary to document the inspection.

For Compliance inspections at feedlot sites where manure application records are **not** required to be kept (sites with less than 100 AU) and other types of inspections, documentation in the file must include the Checklist, written communication of inspection results to the feedlot owner (within 30 days of a compliance determination for compliance and desktop N&P inspections) and at least one of the following suggested pieces of documentation.

Suggested

The following are suggestions for documenting an inspection. This documentation should be either in the County's file or uploaded into Tempo.

- **Compliance Inspection** – aerial photos, maps, camera photos, notes (on non-compliance),
- **Construction Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, as-built documentation
- **Complaint Inspection** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results
- **Stockpile Inspection** - aerial photos, maps, camera photos, notes, locations of nearby sensitive features requiring setbacks, soil information (slope/depth to seasonal water table/texture).
- **Land Application Inspections** - aerial photos, maps, camera photos, notes, copies or photos of contents of the owner's feedlot files or records, land ownership records, nitrogen and phosphorus record review worksheets, manure and/or soil test results

For all inspection types except Construction and Complaint:

- Checklist must be used.
- Results must be entered in Tempo.
- A follow-up letter needs to be sent to the feedlot owner. The letter should include Checklist section(s) where non-compliance was identified (or a copy of the entire Checklist) and corrective actions/time frames for addressing non-compliance if applicable. For Compliance and Desk-Top N & P inspections the follow-up letter is to be sent to the producer within 30 days of compliance determination.
- Inspection documentation needs to be in County files or uploaded into Tempo.

For Construction and Complaint inspections:

- Inspection checklist can be used.

- Results must be entered in Tempo.
- Inspection documentation should be in County files or uploaded into Tempo.

HOW INSPECTIONS COUNT TOWARDS THE MINIMUM SEVEN PERCENT (7%) INSPECTION RATE

Compliance and construction Inspections count toward the minimum 7% inspection rate, each as one (1) inspection.

Desktop Nitrogen & Phosphorus Record Review (conducted independent of a compliance inspection) at a feedlot site ≥ 300 AU counts as one (1) inspection. Credit will be given only if there are records available and if those records are sufficient to meet the nitrogen record requirement first and then the phosphorus record requirement second. Therefore, looking at both nitrogen and phosphorus records during a desk-top nitrogen and phosphorus inspection counts as one (1) inspection.

In-field Land Application Inspection at a feedlot site that is required to be registered or at a feedlot site that receives manure from a site required to be registered counts as one half (0.5) an inspection. In order for the in-field land application inspection to count towards the minimum 7% inspection rate, the feedlot that is the source of the manure should not be considered a large CAFO or operating under an NPDES or SDS permit.

It is important to note that only one inspection can be counted toward the minimum 7% inspection rate for any given feedlot site during the program year. For example, if a County completes a compliance inspection and an in-field land application inspection at the same feedlot site during the same program year, the in-field land application inspection cannot be counted towards the minimum 7% inspection rate. However, any additional inspections completed for the same feedlot site during the same program year may count towards performance credits.

INSPECTION STRATEGY

As part of developing a realistic inspection strategy the County needs to consider all of their strategies (compliance and land application) and the time commitment required. The County should not design their inspection goals to simply meet the minimum 7% inspection rate. Rather, the County is urged to set inspection goals according to their inspection needs such as feedlots that have never been inspected. The County needs to be realistic with their inspection strategy because they will be required to initiate and work towards these strategy goals (MPR #5).

Recommended Approach for Developing an Inspection Strategy

Step 1. The first step is to calculate the number of feedlots the County intends to inspect annually. The County needs to set a goal of inspecting at least 7% of the total number of feedlots required to be registered in the County. Given this formula, a County with 300 feedlots would need to conduct 21 compliance inspections or a combination of 21 compliance/construction/desk-top nitrogen and phosphorus record/in-field land application inspections annually. One in-field land application inspection counts as one half (0.5) inspection towards the minimum 7% inspection rate.

Step 2. The second step is to decide how many inspections the County can conduct in each of the high risk/low risk categories over the next two years. Counties are encouraged to inspect sites in the BWSR One Watershed One Plan (see link below). Remember that inspections require follow-up and possible enforcement for non-compliant sites. Follow-up calls, letters, assistance and enforcement do not count towards the minimum 7% inspection rate.

BWSR ONE WATERSHED ONE PLAN (1W1P)

1W1P website link: <http://bwsr.state.mn.us/planning/1W1P/index.html>

Appendix B

2020 County Program Base Grant Award Feedlot Number

	No. feedlots	60%	Co. Match	25%	TOTAL
Big Stone	51	\$7,500	\$7,500		\$7,500
Blue Earth	353	\$27,152	\$27,152	\$11,921	\$39,073
Brown	372	\$28,614	\$28,614	\$12,562	\$41,176
Carver	190	\$14,615	\$14,615	\$6,416	\$21,031
Clay	89	\$6,846	\$6,846	\$3,006	\$9,851
Cottonwood	233	\$17,922	\$17,922	\$7,868	\$25,790
Douglas	322	\$24,768	\$24,768	\$10,874	\$35,642
Faribault	293	\$22,537	\$22,537	\$9,895	\$32,432
Fillmore	597	\$45,921	\$45,921	\$20,161	\$66,081
Freeborn	245	\$18,845	\$18,845	\$8,274	\$27,119
Goodhue	496	\$38,152	\$38,152	\$16,750	\$54,902
Houston	354	\$27,229	\$27,229	\$11,955	\$39,184
Jackson	317	\$24,383	\$24,383	\$10,705	\$35,088
Kandiyohi	389	\$29,921	\$29,921	\$13,137	\$43,058
Kittson	18	\$7,500	\$7,500		\$7,500
Lac Qui Parle	185	\$14,230	\$14,230	\$6,247	\$20,477
Lake of the Woods	25	\$7,500	\$7,500		\$7,500
Le Sueur	158	\$12,153	\$12,153	\$5,336	\$17,489
Lincoln	402	\$30,921	\$30,921	\$13,576	\$44,497
Lyon	272	\$20,922	\$20,922	\$9,185	\$30,107
Marshall	38	\$7,500	\$7,500		\$7,500
Martin	520	\$39,998	\$39,998	\$17,560	\$57,558
McLeod	300	\$23,076	\$23,076	\$10,131	\$33,207
Meeker	287	\$22,076	\$22,076	\$9,692	\$31,768
Morrison	612	\$47,074	\$47,074	\$20,667	\$67,742
Mower	342	\$26,306	\$26,306	\$11,549	\$37,856
Murray	435	\$33,460	\$33,460	\$14,690	\$48,150
Nicollet	302	\$23,229	\$23,229	\$10,199	\$33,428
Nobles	463	\$35,613	\$35,613	\$15,636	\$51,249
Norman	49	\$7,500	\$7,500		\$7,500
Pennington	44	\$7,500	\$7,500		\$7,500
Pipestone	447	\$34,383	\$34,383	\$15,095	\$49,478
Polk	76	\$5,846	\$5,846	\$2,567	\$8,412
Pope	138	\$10,615	\$10,615	\$4,660	\$15,275
Red Lake	46	\$7,500	\$7,500		\$7,500
Renville	278	\$21,383	\$21,383	\$9,388	\$30,771
Rice	244	\$18,768	\$18,768	\$8,240	\$27,008
Rock	509	\$39,152	\$39,152	\$17,189	\$56,341
Stearns	1,447	*****	\$111,302	\$48,865	\$160,167
Steele	239	\$18,384	\$18,384	\$8,071	\$26,455
Stevens	125	\$9,615	\$9,615	\$4,221	\$13,836
Swift	155	\$11,922	\$11,922	\$5,234	\$17,157
Todd	797	\$61,304	\$61,304	\$26,915	\$88,219
Traverse	39	\$7,500	\$7,500		\$7,500
Wadena	81	\$6,230	\$6,230	\$2,735	\$8,966
Waseca	232	\$17,845	\$17,845	\$7,835	\$25,680
Watonwan	186	\$14,307	\$14,307	\$6,281	\$20,588
Winona	522	\$40,152	\$40,152	\$17,628	\$57,780
Wright	248	\$19,076	\$19,076	\$8,375	\$27,451
Yellow Medicine	249	\$19,153	\$19,153	\$8,409	\$27,562

Approved 7-0

OFFICE OF PLANNING AND ZONING
MEEKER COUNTY
325 SIBLEY AVE NORTH
LITCHFIELD, MN 55355
320-693-5290

APPLICATION APPLIED FOR: _____ CONDITIONAL USE PERMIT

X INTERIM USE PERMIT

Parcel # 17-0110000 Fee 4616.00 Number 15249 Date 10/21/19

Applicant Phone Number 320-493-5878

Site Address: 38777 512th AVE Paynesville, MN 56362

Applicant Name: Nathaniel R. Markson

Address: 38777 512th AVE Paynesville, MN 56362

Owner Name: SAME

Address: SAME

Legal Description of Property:

SEE ATTACHED Exhibit A

Detailed Description of the Application: Level 2 Home Occupancy

Attach a detailed site plan as required in the Meeker County Zoning Ordinance.

Reason for requesting the proposed application: Woodworking business to be operating out of a building on this property

Signatures:

[Signature]
Applicant

Property Owner

Mineral Rights Owner



[Signature]
Notary Public

PUBLIC HEARING Township Union Grove Location Meeker County Courthouse

Date 10/12/19 Notice Published 10/30/19 Property Owners 15

Municipalities Notified DNR, Ben Schaefer, Irving Twp., Paynesville Twp., Kandiyohi County, Stearns County, Lk Karonis, Steve Schmitt City Commissioner, Paynesville Fire Dept

Planning Commission Recommendation:

See attached Exhibit B

Date 11/12/19

Chair Greg Jans

APPLICATION RECOMMENDED TO COUNTY COMMISSIONERS:

_____ CONDITIONAL USE PERMIT

_____ INTERIM USE PERMIT

Application submitted to the County Board of Commissioners on 11/19/19.

County Board Action:

_____ The findings and recommendation of the Planning Commission are hereby adopted and the application is:

_____ approved

_____ denied

_____ The findings and recommendation of the Planning Commission are hereby overruled and the application is:

_____ approved

_____ denied

The Board makes its finding as indicated on the attached Exhibit A.

_____ The Board makes specific findings as indicated on the attached Exhibit A; hereby adopts the recommendation of the Planning Commission; and the application is:

_____ approved

_____ denied

Vote: For _____ Against _____

Action taken this _____ day of _____, 20_____.

By: _____
Chair, Meeker County Board of Commissioners

STATE OF MINNESOTA)
COUNTY OF MEEKER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____, Chairman of the Meeker County Board of Commissioners on
behalf of Meeker County.

Notary Public

IMPORTANT:

Unless a land use or building permit is issued and significant work has been completed within twelve (12) months from the date of permit approval, then such permit shall become null and void, unless a petition for extension of time in which to complete the work has been granted by the County Board. Said extension petition shall be requested in writing and filed with the Zoning Administrator at least thirty (30) days before the conditional use or interim use permit is due to become null and void.

Exhibit A

That part of the North Half of the Northeast Quarter of Section 7, Township 121, Range 32, Meeker County, Minnesota, described as follows: Commencing at the northeast corner of said North Half of the Northeast Quarter; thence South 00 degrees 06 minutes 32 seconds East, assumed bearing, along the east line of said North Half of the Northeast Quarter, 1110.02 feet; thence North 89 degrees 37 minutes 40 seconds West, 544.68 feet; thence North 74 degrees 20 minutes 57 seconds West, 254.69 feet; thence North 06 degrees 42 minutes 13 seconds East, 202.76 feet; thence North 77 degrees 58 minutes 59 seconds West, 234.96 feet, to the point of beginning of the tract to be described; thence South 00 degrees 38 minutes 28 seconds West, 473.90 feet, to a line drawn 33.00 feet northerly of, as measured at a right angle to and parallel with, the south line of said North Half of the Northeast Quarter; thence North 89 degrees 21 minutes 32 seconds West, along said parallel line, 261.32 feet; thence North 00 degrees 38 minutes 28 seconds East, 526.48 feet, to a line drawn North 77 degrees 58 minutes 59 seconds West, 266.56 feet from the point of beginning; thence South 77 degrees 58 minutes 59 seconds East, along last described line, 266.56 feet, to the point of beginning.

That part of the North Half of the Northeast Quarter of Section 7, Township 121, Range 32, Meeker County, Minnesota, described as follows: Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter; thence South 00 degrees 06 minutes 32 seconds East, assumed bearing, along the east line of said North Half of the Northeast Quarter, 1110.02 feet, to the point of beginning of the tract to be described; thence North 89 degrees 37 minutes 40 seconds West, 544.68 feet; thence North 74 degrees 20 minutes 57 seconds West, 254.69 feet; thence North 06 degrees 42 minutes 13 seconds East, 202.76 feet; thence North 77 degrees 58 minutes 59 seconds West, 234.96 feet; thence South 00 degrees 38 minutes 28 seconds West, 473.90 feet, to a line drawn 33.00 feet northerly of, as measured at a right angle to and parallel with, the south line of said North Half of the Northeast Quarter; thence North 89 degrees 21 minutes 32 seconds West, along said parallel line, 261.32 feet; thence South 00 degrees 38 minutes 28 seconds West, 33.00 feet, to the south line of said North Half of the Northeast Quarter; thence South 89 degrees 21 minutes 32 seconds East, along said south line, 1230.49 feet, to the southeast corner of said North Half of the Northeast Quarter; thence North 00 degrees 06 minutes 32 seconds West, along said east line of the North Half of the Northeast Quarter, 195.54 feet, to the point of beginning.

Approve an Interim Use Permit Application to operate a custom cabinet and furniture manufacture business in the A-1 Agricultural Preservation District with the conditions that:

1. This permit shall expire fifteen (15) years from the date of the County Commissioners final approval of this Interim Use Permit.
2. There shall be no on street parking allowed. Off street parking shall be provided as per Article 22.18 of the Meeker County Zoning Ordinance.
3. Once this operation has employees beyond the principal residents of the existing dwelling, appropriate restroom facilities shall be installed in in this structure or mini-biffs may be utilized for this business. Said restroom facilities shall be served by a conforming SSTS system.
4. OSHA standards shall be implemented to limit and control the wood dust exposure for this business.
5. OSHA standards shall be implemented in regards to fire protection due to the combustibile nature of wood particles.
6. Hours of operation for this site shall be Monday through Friday from 7am to 5pm with additional hours allowed, as needed, for the business operations.
7. This business shall operate has per the plans submitted with this Interim Use Permit application.
8. The applicant shall follow all the rules and regulations as stated in the Meeker County Zoning Ordinance.

Approved 7-0

MEEKER COUNTY BOARD OF ADJUSTMENT

Meeker County Courthouse

Litchfield, MN 55355

320-693-5290

APPLICATION FOR REZONING A PARCEL OF LAND

Date: 10/21/19 Number: 15252 Fee: 600.00

Parcel # 07-0383000 Phone # 320 420-8529

Name of Petitioner/s: Thomas Kvistad Address: 23775 748th Ave. City/State/Zip Code: Dassel, MN 55325

Legal Description of the Property Proposed to be Rezoned: Attached

Present District Classification of Property: A-1

Proposed District Classification of Property: R-2

Proposed Use of the Property: Residential

List all owners of property within the area to be rezoned:

Name of Petitioner/s Address City/State/Zip Code

The following must be completed:

1. Stated reason for requested rezoning: Going to plat property

2. State why applicant believes the proposed change is compatible with the Meeker County Comprehensive Land

Use Plan: Land surrounding is R-2

3. Statement of what conditions within the County have changed making the rezoning necessary:

Must be R-1 or R-2 to plat

4. Statement of the effect on surrounding property values and compatibility with existing land uses:

No effect - consistent

Attach a boundary survey by a Registered Land Surveyor of the property to be rezoned showing dimensions, present zoning of adjacent properties and existing uses, buildings and ownership within five hundred (500) feet in incorporated areas and one half (1/2) mile in unincorporated areas.

Attach a detailed site plan as required in the Meeker County Zoning Ordinance if application will result in development.

Signature of Petitioner: Thomas J. Kvistad

Signature of Petitioner

Signature of Petitioner

Signature of Petitioner

PUBLIC HEARING

Township: Dassel Twp Location: Meeker City Courthouse

Date: 11/12/19 Notice Published: 10/30/19 Notice Posted: 11/1/19

Property Owners Notified: _____

Municipalities Notified: DNR, Ben Scheefar, Dassel Twp, Corata Twp
Wright County, Commissioner Mike Houssman, Hwy Engineer

Planning Commission Recommendation: _____

Date: 11/12/19 Chairman: Greg Sans

Application submitted to the County Board of Commissioners on 11/19/19.

County Board Action:

_____ The findings and recommendation of the Planning Commission are hereby adopted and the application is:

Approved or Denied

_____ The findings and recommendation of the Planning Commission are hereby overruled and the application is:

Approved or Denied

_____ The Board makes specific findings as indicated on the attached Exhibit A; hereby adopts the recommendation of the Planning Commission; and the application is:

Approved or Denied

Vote: _____ In favor _____ Against

Action taken this _____ day of _____, 20_____.

By: _____
Chair, Meeker County Board of Commissioners

STATE OF MINNESOTA)
COUNTY OF MEEKER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____, Chairman of the Meeker County Board of Commissioners on behalf of
Meeker County.

Notary Public

Surveyed Description

The Northeast Quarter of the Northeast Quarter (NE1/4 of the NE1/4) and Government Lot 5, all in Section 25, Township 119 North, Range 29 West, Meeker County, Minnesota.

EXCEPT

COUNTRY MEADOWS, according to the plat thereof as recorded and on file in the office of the County Recorder in and for Meeker County, Minnesota.

EXCEPT

COUNTRY MEADOWS FIRST ADDITION, according to the plat thereof as recorded and on file in the office of the County Recorder in and for Meeker County, Minnesota.

EXCEPT

That part of the Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4) and that part of Government Lot Five (5), both in Section Twenty Five (25), Township One Hundred Nineteen (119), Range Twenty Nine (29), Meeker County, Minnesota, described as follows: Beginning at the northwest corner of the North 577.50 feet of the East 960.00 feet of said NE1/4 of NE1/4; thence on an assumed bearing of South 00 degrees 24' 12" West along the west line thereof and along the southerly extension thereof, a distance of 1297.41 feet; thence South 21 degrees 07' 18" East, a distance of 557.96 feet; thence South 03 degrees 22' 34" West, a distance of 152.94 feet; thence South 19 degrees 45' 47" West, a distance of 151.77 feet; thence South 14 degrees 42' 21" East, a distance of 340 feet, more or less, to the south line of said Government Lot 5; thence southwesterly, westerly and northwesterly along the south line of said Government Lot 5 to the west line thereof; thence northerly along the west line thereof and along the west line of said NE1/4 of NE1/4 to the northwest corner of said NE1/4 of NE1/4; thence South 86 degrees 07' 45" East along the north line thereof, a distance of 371.81 feet to the point of beginning.

EXCEPT

Beginning at the southwest corner of Lot 2, Block 1 of said COUNTRY MEADOWS; thence southerly along the southerly extension of the west line of said Lot 2, a distance of 139.61 feet; thence easterly and parallel with the south line of said Lot 2, a distance of 312.58 feet to the intersection with the southerly extension of the east line of said Lot 2; thence northerly, a distance of 139.61 feet to said southeast corner of Lot 2; thence westerly along the south line of said Lot 2, a distance of 312.58 feet to the point of beginning.

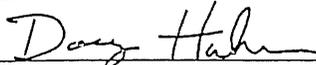
EXCEPT

That part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 119, Range 29, Meeker County, Minnesota, described as follows: Beginning at the Southeast corner of Lot 2, Block 1, COUNTRY MEADOWS, according to the plat thereof, Meeker County, Minnesota; thence Southerly along the Southerly extension of the East line of said Lot 2, Block 1, a distance of 139.61 feet; thence Easterly, parallel with the South line of Lot 1, Block 1, COUNTRY MEADOWS, a distance of 336.62 feet to the East line of said Northeast Quarter of the Northeast Quarter; thence Northerly along said East line of the Northeast Quarter of the Northeast Quarter, a distance of 139.61 feet to the Southeast corner of Outlot A, COUNTRY MEADOWS, thence Westerly along the South line of said Outlot A and Lot 1, Block 1, a distance of 336.62 feet to the point of beginning and there terminating.

EXCEPT

That part of Government Lot 5 of Section 25, Township 119 North, Range 29 West, Meeker County, Minnesota, lying southerly of the following described line: Commencing at the northwest corner of the North 577.50 feet of the East 960.00 feet of the Northeast Quarter of the Northeast Quarter (NE1/4 of the NE1/4) of said Section 25; thence on an assumed bearing of South 00 degrees 24 minutes 12 seconds West along the west line thereof and along the southerly extension thereof, a distance of 1297.41 feet; thence South 21 degrees 07 minutes 18 seconds East, a distance of 350.00 feet to the point of beginning of the line herein described; thence South 64 degrees 54 minutes 37 seconds East, a distance of 228.61 feet; thence South 86 degrees 07 minutes 45 seconds East, a distance of 625.00 feet to the east line of said Government Lot 5 and there terminating.

CERTIFICATION: I hereby certify that this survey was prepared by me or under my direct supervision and that I am a Professional Licensed Surveyor under the Laws of the State of Minnesota.



Doug Huhn

Registration No. 43808 - In the State of Minnesota

Approved 7-0

MEEKER COUNTY BOARD OF ADJUSTMENT
Meeker County Courthouse
Litchfield, MN 55355
320-693-5290

APPLICATION FOR PRELIMINARY PLAT

Date: 10/21/19 Number: 15253 Fee: \$ 800.00

Parcel # 07-0383000 Phone # 320-420-8029

Applicant: Thomas J. Kuistad

Address: 23775 748th Ave. Dassel MN 55325
street, city, state, zip code

Owner: Same

Address: _____
street, city, state, zip code

Legal Description:
Attached

Proposed Name of Subdivision: Country Meadows 2nd Addition

Present District Classification of Property: Agriculture

Proposed District Classification of Property: R-2

Total Number of Lots and Outlots: 3 Lots

Submit copies of the preliminary plat as required in the Meeker County Zoning Ordinance.

Reasons for Request: 3 Lot Plats with Building Entitlement

Thomas J. Kuistad Same _____
Applicant Property Owner Property Owner

.....Official Use Only.....

FINDING OF FACT
Supporting the: (circle one)
APPROVAL - DISAPPROVAL - MODIFIED APPROVAL
of the above described Proposed Preliminary Plat

1. Does the proposed plat conform to the County's Comprehensive Land Use Plan? Why or why not?
X Yes _____ No Comments: _____

2. Is the proposal consistent with the existing County Subdivision Ordinance / Article 19A / Article 19B (circle prior applicable provision)? Specify the applicable section of the ordinance and discuss why or why not.
X Yes _____ No Comments: _____

3. Are there any other standards, rules or requirements that this plat must meet including but not limited to Shoreland Management, Wetland Conservation Act, Stormwater Management or Environmental Assessment Worksheet?
 _____ Yes No Comments: _____
-
4. Does the plat conform to all applicable performance standards contained in the County's Land Use and Zoning Ordinance including but not limited to feedlot setbacks, transfer or development rights, conservation subdivision?
 Yes _____ No Comments: _____
-
5. Does the plat meet the County standards so that potential environmental impacts are resolved or mitigated, such as:
- a. Erosion Control: Yes _____ No
 - b. Wetlands: Yes _____ No
 - c. Floodplains: Yes _____ No
 - d. Shoreland: Yes _____ No
 - e. Public Utilities/Services: Yes _____ No
- Comments: _____
-
6. Have the potential public safety or traffic generation impacts been addressed through controlled access, combined access, frontage road access, or some other means?
 Yes _____ No Comments: _____
-
7. Other issues pertinent to this matter?
 _____ Yes No Comments: _____
-

Passed by the Meeker County Planning Commission this 12 day of November,
 2019.

Vote: 7 In favor 0 Against

By: *Yvea Oans*
 Chair, Meeker County Planning Commission

Application submitted to the County Board of Commissioners on 11/19/19.

Vote: _____ In favor _____ Against

By: _____
 Chair, Meeker County Board of Commissioners

Surveyed Description

The Northeast Quarter of the Northeast Quarter (NE1/4 of the NE1/4) and Government Lot 5, all in Section 25, Township 119 North, Range 29 West, Meeker County, Minnesota.

EXCEPT

COUNTRY MEADOWS, according to the plat thereof as recorded and on file in the office of the County Recorder in and for Meeker County, Minnesota.

EXCEPT

COUNTRY MEADOWS FIRST ADDITION, according to the plat thereof as recorded and on file in the office of the County Recorder in and for Meeker County, Minnesota.

EXCEPT

That part of the Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4) and that part of Government Lot Five (5), both in Section Twenty Five (25), Township One Hundred Nineteen (119), Range Twenty Nine (29), Meeker County, Minnesota, described as follows: Beginning at the northwest corner of the North 577.50 feet of the East 960.00 feet of said NE1/4 of NE1/4; thence on an assumed bearing of South 00 degrees 24' 12" West along the west line thereof and along the southerly extension thereof, a distance of 1297.41 feet; thence South 21 degrees 07' 18" East, a distance of 557.96 feet; thence South 03 degrees 22' 34" West, a distance of 152.94 feet; thence South 19 degrees 45' 47" West, a distance of 151.77 feet; thence South 14 degrees 42' 21" East, a distance of 340 feet, more or less, to the south line of said Government Lot 5; thence southwesterly, westerly and northwesterly along the south line of said Government Lot 5 to the west line thereof; thence northerly along the west line thereof and along the west line of said NE1/4 of NE1/4 to the northwest corner of said NE1/4 of NE1/4; thence South 86 degrees 07' 45" East along the north line thereof, a distance of 371.81 feet to the point of beginning.

EXCEPT

Beginning at the southwest corner of Lot 2, Block 1 of said COUNTRY MEADOWS; thence southerly along the southerly extension of the west line of said Lot 2, a distance of 139.61 feet; thence easterly and parallel with the south line of said Lot 2, a distance of 312.58 feet to the intersection with the southerly extension of the east line of said Lot 2; thence northerly, a distance of 139.61 feet to said southeast corner of Lot 2; thence westerly along the south line of said Lot 2, a distance of 312.58 feet to the point of beginning.

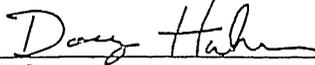
EXCEPT

That part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 119, Range 29, Meeker County, Minnesota, described as follows: Beginning at the Southeast corner of Lot 2, Block 1, COUNTRY MEADOWS, according to the plat thereof, Meeker County, Minnesota; thence Southerly along the Southerly extension of the East line of said Lot 2, Block 1, a distance of 139.61 feet; thence Easterly, parallel with the South line of Lot 1, Block 1, COUNTRY MEADOWS, a distance of 336.62 feet to the East line of said Northeast Quarter of the Northeast Quarter; thence Northerly along said East line of the Northeast Quarter of the Northeast Quarter, a distance of 139.61 feet to the Southeast corner of Outlot A, COUNTRY MEADOWS, thence Westerly along the South line of said Outlot A and Lot 1, Block 1, a distance of 336.62 feet to the point of beginning and there terminating.

EXCEPT

That part of Government Lot 5 of Section 25, Township 119 North, Range 29 West, Meeker County, Minnesota, lying southerly of the following described line: Commencing at the northwest corner of the North 577.50 feet of the East 960.00 feet of the Northeast Quarter of the Northeast Quarter (NE1/4 of the NE1/4) of said Section 25; thence on an assumed bearing of South 00 degrees 24 minutes 12 seconds West along the west line thereof and along the southerly extension thereof, a distance of 1297.41 feet; thence South 21 degrees 07 minutes 18 seconds East, a distance of 350.00 feet to the point of beginning of the line herein described; thence South 64 degrees 54 minutes 37 seconds East, a distance of 228.61 feet; thence South 86 degrees 07 minutes 45 seconds East, a distance of 625.00 feet to the east line of said Government Lot 5 and there terminating.

CERTIFICATION: I hereby certify that this survey was prepared by me or under my direct supervision and that I am a Professional Licensed Surveyor under the Laws of the State of Minnesota.



Doug Huhn

Registration No. 43808 - In the State of Minnesota

MEEKER COUNTY AUDITOR

325 Sibley Avenue N.
Litchfield, MN 55355
Phone: (320) 693-5212 Fax: (320) 693-5444

BARBARA LOCH
County Auditor

PIXIE MUMFORD



To: County Ditch Authority

From: Barbara Loch and John Condon

Date: November 19, 2019

RE: Ditch Activity

Exhibit 1:

Allocation of inspector hours from October 1, 2018 through September 30, 2019 to specific ditch systems.

310.75 specific systems (last year 370.5)
1174.25 non-specific – overall allocation (last year 1357.0)

Total staff cost for this period was \$45,966.05
Allocated to specific systems 9,618.82

Exhibit 2:

Allocation of non-specific time

Inspector non-specific cost to allocation \$36,347.23
Costs in Ditch General Account to allocate. 21,774.58

****Formula used to spread costs to all systems:**

Feet of open ditch and feet of tile – blended total percentage
Benefited acres on the system percentage
Allocation is the average of the open/feet of tile and benefited acres.

Exhibit 3:

Report on ditch inspections, work completed and pending.

Exhibit 4:

Ditch Loan Payment – County Ditch #15 #1 \$10,000 plus interest 1,633.33
#2 \$25,000 plus interest 2,166.67

Exhibit 5:

Ditch Levy Proposals for payable 2020

Oct. 1 2018 to Sept. 30, 2019

HOURLY SUMMARY FOR Ed Hoekstra beginning August 23, 2018, to June 13, 2019 John Condon August 12, 2019 forward

*Total Department ditch hours	1485.0	Staff Payroll Total Cost 10/1 to 9/30/18	\$ 45,966.05
Specific System Ditch Hours	310.75	Budget Split	
Non specific Hours	1174.25	20.93% of total hours	\$ 9,618.82
		79.07% of total hours	\$ 36,347.23
Allocate non-specific time systems - enter percentage or zero	0		\$ -

Ditch System	General Ledger Code 41-xxx-XXXX	Special Assessment Code	Direct Ditch Hours	Percentage of total ditch hours	Ditch Cost by hour	Ditch Cost non-allocated	System Totals
CTY 1	649	8501	2	0.6436%	\$ 61.91	\$ -	\$ 61.91
CTY 2	680	8200	2	0.6436%	\$ 61.91	\$ -	\$ 61.91
CTY 4	630	8004	0	0.0000%	\$ -	\$ -	\$ -
CTY 7	631	8007	7.75	2.4940%	\$ 239.89	\$ -	\$ 239.89
CTY 8	678	8108	8.5	2.7353%	\$ 263.11	\$ -	\$ 263.11
CTY 9	670	8009	7.5	2.4135%	\$ 232.15	\$ -	\$ 232.15
CTY 12	632	8012	7	2.2526%	\$ 216.67	\$ -	\$ 216.67
CTY 13	671	8213	3.5	1.1263%	\$ 108.34	\$ -	\$ 108.34
CTY 14	673	8114	0	0.0000%	\$ -	\$ -	\$ -
CTY 15	669	8415	46	14.8029%	\$ 1,423.86	\$ -	\$ 1,423.86
CTY 16	633	8016	6	1.9308%	\$ 185.72	\$ -	\$ 185.72
CTY 17	677	8117	2.5	0.8045%	\$ 77.38	\$ -	\$ 77.38
CTY 18	634	8018	3.5	1.1263%	\$ 108.34	\$ -	\$ 108.34
CTY 19	685	8019	22	7.0796%	\$ 680.98	\$ -	\$ 680.98
CTY 20 NORTH	686	3120	0	0.0000%	\$ -	\$ -	\$ -
CTY 20 SOUTH	687	8320	2.5	0.8045%	\$ 77.38	\$ -	\$ 77.38
CTY 22	636	8022	3.5	1.1263%	\$ 108.34	\$ -	\$ 108.34
CTY 25	637	8025	1	0.3218%	\$ 30.95	\$ -	\$ 30.95
CTY 26	638	8026	25	8.0451%	\$ 773.84	\$ -	\$ 773.84
CTY 28	639	8028	1.5	0.4827%	\$ 46.43	\$ -	\$ 46.43
CTY 31	681	8031	6.5	2.0917%	\$ 201.20	\$ -	\$ 201.20
CTY 32	684	8132	2.5	0.8045%	\$ 77.38	\$ -	\$ 77.38
CTY 35	640	8135	16	5.1488%	\$ 495.26	\$ -	\$ 495.26
CTY 36	641	8036	9.25	2.9767%	\$ 286.32	\$ -	\$ 286.32
CTY 41	683	8041	4	1.2872%	\$ 123.81	\$ -	\$ 123.81
CTY 42	674	8042	7.5	2.4135%	\$ 232.15	\$ -	\$ 232.15
CTY 43	70-692	3243	0	0.0000%	\$ -	\$ -	\$ -
CTY 44	642	8144	1	0.3218%	\$ 30.95	\$ -	\$ 30.95
CTY 46	643	8046	0	0.0000%	\$ -	\$ -	\$ -
CTY 47	644	8047	2	0.6436%	\$ 61.91	\$ -	\$ 61.91
CTY 48	676	8048	0	0.0000%	\$ -	\$ -	\$ -
CTY 49	650	8049	7	2.2526%	\$ 216.67	\$ -	\$ 216.67
CTY 53	679	8053	2	0.6436%	\$ 61.91	\$ -	\$ 61.91
CTY 56	646	8056	10.5	3.3789%	\$ 325.01	\$ -	\$ 325.01
JUD 1 REP F	648	8101	9	2.8962%	\$ 278.58	\$ -	\$ 278.58
JUD 1 IMP LAT 1	652	8301	0	0.0000%	\$ -	\$ -	\$ -
JUD 1 LAT B	653	8401	0	0.0000%	\$ -	\$ -	\$ -
JUD 1 LAT B OF B	654	8001	0	0.0000%	\$ -	\$ -	\$ -
JUD 2	655	8002	1	0.3218%	\$ 30.95	\$ -	\$ 30.95
JUD 3	668	8103	2	0.6436%	\$ 61.91	\$ -	\$ 61.91
JUD 11	675	8111	0	0.0000%	\$ -	\$ -	\$ -
JUD 13	656	8313	0.5	0.1609%	\$ 15.48	\$ -	\$ 15.48
JUD 11 as pt CD 4	628		0	0.0000%	\$ -	\$ -	\$ -
JUD 14	657	8214	0.5	0.1609%	\$ 15.48	\$ -	\$ 15.48
JUD 15 M/MC	672	8715	5.5	1.7699%	\$ 170.24	\$ -	\$ 170.24
JUD 15 M/MC/W	658	8215	0	0.0000%	\$ -	\$ -	\$ -
JUD 17	659	8017	13	4.1834%	\$ 402.40	\$ -	\$ 402.40
JUD 18	660	8418	7	2.2526%	\$ 216.67	\$ -	\$ 216.67
JUD 18 LAT A	661	8318	1	0.3218%	\$ 30.95	\$ -	\$ 30.95
JUD 18 LAT C	663	8118	11.5	3.7007%	\$ 355.97	\$ -	\$ 355.97
JUD 29 REP A & B	664	8029	18.75	6.0338%	\$ 580.38	\$ -	\$ 580.38
JUD 29 LAT B	665	8129	6.5	2.0917%	\$ 201.20	\$ -	\$ 201.20
JUD 29 LAT C	666	8229	0	0.0000%	\$ -	\$ -	\$ -
JUD 32	667	8032	11.5	3.7007%	\$ 355.97	\$ -	\$ 355.97
JUD 52	688	8052	3	0.9654%	\$ 92.86	\$ -	\$ 92.86
GENERAL	003		0	0.0000%	\$ -	\$ -	\$ -
DIRECT DITCH HOURS			310.75	100.00%	\$ 9,618.82	\$ -	\$ 9,618.82

The yellow highlighted field need to be completed
 Total Department ditch hours is taken from the Annual worksheet by ditch
 Enter each system from the Annual worksheet by ditch

Review the Staff Payroll Total Cost - taken from the Financial book on ditch system
 (numbers come from the account activity report October of one year through September of next)

S: Ditch/Allocations

October 1, 2018 to September 30, 2019 General Expenses Allocation													21,774.58	Costs in General account to allocate							
													36,347.23	Inspector non-specific cost to allocate							
													Amount to spread on assessments certified to 2018		\$ 58,121.81	Total to be allocated by blend of acres and footage					
DITCH CODE NUMBER	IFS ACCT CODE	TYPE	DITCH	DETAIL	Redetermined History	Buffer Damages Paid	Feet of Open Ditch	Percent Open vs Entire County Total	Feet of Tile	Percent Tile vs Entire County Total	Blended Total Percentage	Allocation per system on feet open/tile	Benefit Acres	Total % on benefit acres vs Entire County	Allocation on Benefit Acres	Qty of records on system	Allocation-- Average of blended footage and acres	Auditor Fees			
8501	649	County	1	Est 1884			8,162	0.89%		0.00%	0.67%	\$ 390.92	100	0.17%	\$ 101.10	31	246.01	93			
8200	680	County	2	Est. 1886			11,206	1.22%		0.00%	0.92%	\$ 536.71	136	0.24%	\$ 137.50	17	337.10	51			
8007	631	County	7	Repair A	Redet. 1985	no	17,458	1.90%		0.00%	1.44%	\$ 836.15	674	1.17%	\$ 681.42	56	758.78	112			
8108	678	County	8	Est. 1899	Redet 5/2019	yes	5,627	0.61%		0.00%	0.46%	\$ 269.50	761	1.32%	\$ 769.37	9	519.44	27			
8009	670	County	9	Est. 1900			18,313	1.99%		0.00%	1.51%	\$ 877.10	343	0.60%	\$ 346.77	37	611.94	111			
8012	632	County	12	Maint	Redet 1985	no	8,448	0.92%		0.00%	0.70%	\$ 404.61	349	0.61%	\$ 352.84	29	378.73	87			
8213	671	County	13	Est. 1902			15,606	1.70%		0.00%	1.29%	\$ 747.45	433	0.75%	\$ 437.89	25	592.67	75			
8114	673	County	14	Maint. Est 1904			13,891	1.51%		0.00%	1.14%	\$ 665.31	398	0.69%	\$ 402.77	28	534.04	84			
8415	669	County	15	Est. 1904	Redet 3/2019	yes	51,266	5.57%		0.00%	4.22%	\$ 2,455.37	8,275	14.39%	\$ 8,366.07	84	5410.72	168			
8016	633	County	16	Maint	Redet 1975	no	26,110	2.84%		0.00%	2.15%	\$ 1,250.53	1,770	3.08%	\$ 1,789.48	169	1520.01	338			
8117	677	County	17	Est. 1904			24,339	2.65%		0.00%	2.01%	\$ 1,165.71	1,153	2.01%	\$ 1,166.05	86	1165.88	172			
8018	634	County	18	Maint	Redet 1984		21,301	2.32%		0.00%	1.76%	\$ 1,020.21	2,141	3.72%	\$ 2,164.99	194	1592.60	339.5			
8019	685	County	19	Est. 1904			14,924	1.62%		0.00%	1.23%	\$ 714.78	834	1.45%	\$ 843.43	49	779.11	147			
8320	687	County	20S	South	Redet 2006	yes	19,236	2.09%		0.00%	1.59%	\$ 921.30	1,512	2.63%	\$ 1,528.64	73	1224.97	146			
8022	636	County	22	Est 1904	Redet 1986		11,518	1.25%		0.00%	0.95%	\$ 551.65	888	1.54%	\$ 897.77	64	724.71	128			
8025	637	County	25	Est. 1905			8,600	0.94%		0.00%	0.71%	\$ 411.89	351	0.61%	\$ 354.96	32	383.43	96			
8026	638	County	26	Repair	Redet 1992	no	31,781	3.46%		0.00%	2.62%	\$ 1,522.14	3,510	6.11%	\$ 3,548.63	339	2535.39	593.25			
8028	639	County	28	Repair A	Redet 1985	no	20,245	2.20%		0.00%	1.67%	\$ 969.63	839	1.46%	\$ 848.23	75	908.93	150			
8031	681	County	31	Est. 1912			10,298	1.12%		0.00%	0.85%	\$ 493.22	145	0.25%	\$ 146.58	13	319.90	39			
8132	684	County	32	Est. 1912			2,642	0.29%	9,500	3.23%	1.00%	\$ 581.54	124	0.22%	\$ 125.21	18	353.38	54			
8135	640	County	35	Imp A & B	Redet 1993	yes	14,351	1.56%		0.00%	1.18%	\$ 687.34	1,812	3.15%	\$ 1,831.64	100	1259.49	200			
8036	641	County	36	Repair A 1982			58,407	6.35%		0.00%	4.81%	\$ 2,797.39	2,798	4.87%	\$ 2,828.79	242	2813.09	423.5			
8041	683	County	41	Est. 1915			18,313	1.99%		0.00%	1.51%	\$ 877.10	312	0.54%	\$ 315.43	30	596.27	90			
8042	674	County	42	Est. 1915			14,405	1.57%		0.00%	1.19%	\$ 689.92	156	0.27%	\$ 157.33	14	423.63	42			
8144	642	County	44	Maint	Redet 1992	no	8,986	0.98%	3,147	1.07%	1.00%	\$ 581.11	754	1.31%	\$ 762.30	61	671.70	122			
8046	643	County	46	Est. 1916			24,813	2.70%		0.00%	2.04%	\$ 1,188.41	780	1.36%	\$ 788.58	43	988.50	129			
8047	644	County	47	Est. 1919			51,412	5.59%		0.00%	4.24%	\$ 2,462.36	1,262	2.20%	\$ 1,275.89	111	1869.13	222			
8048	676	County	48	Est. 1917			-	0.00%	16,635	5.66%	1.37%	\$ 796.73	145	0.25%	\$ 146.60	20	471.66	60			
8049	650	County	49	Est. 1923			2,300	0.25%	8,100	2.76%	0.86%	\$ 498.11	253	0.44%	\$ 255.78	20	376.94	60			
8053	679	County	53	Established	Redet 1999			0.00%	14,250	4.85%	1.17%	\$ 682.50	469	0.82%	\$ 474.16	23	578.33	69			
8056	646	County	56	Established	Redet 1964		5,914	0.64%	7,600	2.59%	1.11%	\$ 647.25	229	0.40%	\$ 231.52	20	439.38	60			
8101	648	Joint	1	Rep F Est 1982			42,735	4.65%	-	0.00%	3.52%	\$ 2,046.78	2,531	4.40%	\$ 2,558.85	375	2302.82	656.25			
8301	652	Joint	1	Renville JD 1 Imp 1962 (M/Ren/McL) watershed only				0.00%	-	0.00%	0.00%	\$ -	64	0.11%	\$ 64.70	128	32.35	256			
8401	653	Joint	1	Kandi JD 1 Lat B Est.1963 (Watershed only)				0.00%	-	0.00%	0.00%	\$ -	146	0.25%	\$ 147.61	18	73.80	54			
8001	654	Joint	1	Lat B of B Est 1972 (tile in Meeker)			2,400	0.26%	24,904	8.48%	2.25%	\$ 1,307.72	307	0.53%	\$ 310.38	23	809.05	69			
8002	655	Joint	2	Est 1911			18,317	1.99%		0.00%	1.51%	\$ 877.29	527	0.92%	\$ 532.33	46	704.81	138			
8103	668	Joint	3	Est	Redet 1994		31,375	3.41%		0.00%	2.59%	\$ 1,502.70	1,998	3.48%	\$ 2,020.29	11	1761.49	33			
8111	675	Joint	11	Meeker/Kandi Est.1918	Redet 2012	?	-	0.00%	6,536	2.22%	0.54%	\$ 313.04	200	0.35%	\$ 202.20	13	257.62	39			
8313	656	Joint	13	Redet 1995	Redet 1995		1,004	0.11%		0.00%	0.08%	\$ 48.09	762	1.32%	\$ 770.08	41	409.08	123			
8214	657	Joint	14	Established 1960	Redet 2014	?	6,365	0.69%		0.00%	0.52%	\$ 304.85	2,169	3.77%	\$ 2,193.15	98	1249.00	196			
8715	672	Joint	15	Meeker/McLeod Est 1926	Redet 10/2019	yes		0.00%	3,500	1.19%	0.29%	\$ 167.63	32	0.05%	\$ 31.85	5	99.74	15			
8215	658	Joint	15	Meeker/Wright/McLeod (1970)	Redet 11/2014	none		0.00%	3,850	1.31%	0.32%	\$ 184.39	181	0.31%	\$ 182.99	61	183.69	122			
8017	659	Joint	17	Repair 1963			71,477	7.77%	18,200	6.19%	7.39%	\$ 4,295.06	2,816	4.90%	\$ 2,846.99	255	3571.02	446.25			
8418	660	Joint	18	Established (Main)	Redet 1959	?	70,000	7.61%	20,700	7.04%	7.47%	\$ 4,344.05	2,167	3.77%	\$ 2,190.87	227	3267.46	397.25			

Report Dated: October 31, 2019							
Report on ditch inspections, etc, for period October 1, 2018 through September 30, 2019 by John Condon (Ed Hoekstra prior inspector)							
Ditch	Work Completed in 2019	Summary of Payments	Work scheduled for 2020	Brush Spray 2020	Work pending to be scheduled for 2020	Contractor	Inspectors estimated cost on proposed work, sending RFQ
CD1			Public Hearing for Petition to abandon system Oct. 2019				
CD2	Brush Spray Inspection			X	Minor Tree Removal; Possible Redetermination needed (Cleanout is needed near inlet)	Internal	
CD7	Beaver trapping & Dam Removal (Oct. 2018); Inspection of N 1/2, Brush Spray Inspection	Beaver		X	Minor Cleanout & Tree Removal	Sending RFQ later this fall for work in 2020	\$ 6,000.00
CD8	Redetermination Completed	Redetermination \$16,309.76	Engineering Survey & Reports Meeting with landowners when Engineers Report is finalized		Cleanout if Engineers Report & Permitting allow enough time (likely 2021)	Houston Engineering, Inc.	\$ 10,000.00
CD9	Brush Spray Inspection in sections 33, 34 in Kingston Twp			X	Minor Tree Cutting	Sending RFQ later this fall for work in 2020	\$ 1,200.00
CD12		Anticipate \$31,990 billing	Tree Removal & Cleanout	If tree removal completed		Gerald Whitcomb	
CD13	Inspected Section 4 Cedar Mills Twp - Brush Spray; Culvert replacement on private crossing & Township road by Goose Lake			X	Minor Tree Cutting, Sloughing Repair	Sending RFQ later this fall for work in 2020	\$ 2,000.00
CD14							
CD15	Beaver Removal, Private crossing repair done by land owner, Redetermination completed	Redet. Exp: \$31,619.68 to Houston Engineering; \$1,398.25 to Hwy Dept.; \$885 for Beaver issues; \$12,688.25 Viewers; \$275 Legal; \$17,834.57 Buffers and \$26,528.25 Houston Engineering repair study.	Engineering Repair Report		Tree Removal if we get Engineers Report in time	Houston Engineering, Inc.	\$ 15,000.00
CD16	Brush Spray Inspection			X	Scattered Tree Cutting	Sending RFQ later this fall for work in 2020	\$ 12,000.00
CD17	Brush Spray Inspection			X	Tree Removal	Sending RFQ later this fall for work in 2020	
CD18	Brush Spray Inspection			X	Tree Removal	Sending RFQ later this fall for work in 2020	
CD19	Full Inspection, Final hearing on City taking over portion of ditch	City of Lfd billed and reimbursed expenses \$ 3371	Elevation Shots for Fortune Project (Cleanout along his property)	X	Tree Removal?		
CD20 South	Brush Spray Inspection			X	Tree Removal	Sending RFQ later this fall for work in 2020	\$ 5,000.00
CD22	Brush Spray Inspection, Cleanout ditch bottom	Payment of \$2880 in Nov. 18 to Whitcomb		X			
CD25	Brush Spray Inspection			X	Scattered Tree Cutting	Mostly Internal	

Report on ditch inspections, etc, for period October 1, 2018 through September 30, 2019 by John Condon (Ed Hoekstra prior inspector)							
Ditch	Work Completed in 2019	Summary of Payments	Work scheduled for 2020	Brush Spray 2020	Work pending to be scheduled for 2020	Contractor	Inspectors estimated cost on proposed work, sending RFQ
CD26	Beaver Dam Removal, Crossing Repair, Beaver Dam in front of culvert removed, Brush Spray Inspection,	\$1,614.40 to Hwy for Beaver Dam Removal & crossing work; \$384 for Clay Dirt	Cleanout w/Whitcomb	X	Tree Removal		\$ 8,000.00
CD28A	Brush Spray Inspection			X	Small Tree Cutting	Sending RFQ later this fall for work in 2020	\$ 8,500.00
CD31	Brush Spray Inspection			X	Scattered Tree Cutting	Sending RFQ later this fall for work in 2020	\$ 1,000.00
CD32	Brush Spray Inspection			X	Small Tree Cutting		
CD35	Full Inspection, Jeff Peterson issue, Beaver & Dam removal	\$75 Beaver, \$450 Zwack Exc., \$566.50 Rinke Noonan; \$950 Meeker Hwy		X	Tree Removal	Sending RFQ later this fall for work in 2020	\$ 15,000.00
CD36	Brush Spray Inspection, Took pictures of culvert before & after township replaced, Removed Pedestrian bridge) debris from Dam by Dunns Lake, Obstructed Tree Removal	\$1,000 Rettman Exc., \$626.60 Hwy Dept.	Beaver Dam Removal (Internally)	X	Tree Removal, Sloughing Repairs	Sending RFQ later this fall for work in 2020	\$ 15,000.00
CD41	Brush Spray Inspection		Beaver Trapping & Dam Removal (Internal)	X	Scattered Tree Cutting	Philip Smith Beaver; Internally for Dam Removal	\$ 8,000.00
CD42	Abandon request failed	Landowners responsible for pmts.			Redetermination?		
CD44							
CD46							
CD47	Middle Fork Watershed looking into grants for projects. Ongoing						
CD48	Landowner considering request to abandon or if repair, would need redetermination	\$137.50 Rinke Noonan legal assistance					
CD49	Met with U.S. Fish & Wildlife regarding easement presentation to county board	\$275 Rinke Noonan					
CD53	Meet with land owner regarding function of system				Investigate Tile to figure out where it isn't functioning, Tile Repair		
CD56	Inspected washouts by Drop Inlet, Brush Spray Inspection, Inspected washouts south of road, Repairs on drop inlet	\$2,120 Mr. Dirt, \$564 Kaping for crop damage	Repairs on Drop Inlet & Washout repairs by Mr. Dirt	X	Sloughing Repairs on S 1/2 of system		\$ 4,000.00
JD1 System	Redetermination finalized and Public Hearing Dec 4, 2019 in Willmar						
JD1 Rep F (MKR)	Inspected Section 21 Cosmos, Inspected for tree and brush spraying; Part of the redetermination ordered in July 2018		Washout & Drop Inlet Repair w/Rickert Excavating	X	Tree Removal		\$ 20,000.00

Report on ditch inspections, etc, for period October 1, 2018 through September 30, 2019 by John Condon (Ed Hoekstra prior inspector)							
Ditch	Work Completed in 2019	Summary of Payments	Work scheduled for 2020	Brush Spray 2020	Work pending to be scheduled for 2020	Contractor	Inspectors estimated cost on proposed work, sending RFQ
Jud 1 Lat B of B					Washout repair		\$ 2,000.00
JD2					Scattered Tree Cutting		
JD3	Big Swan Lake Issues		Big Swan Lake Resolution TBD		Tree Removal		\$ 12,000.00
JD11							
JD13	Brush Spray Inspection			X	Small Tree Cutting		
JD14	Brush Spray Inspection			X	Scattered Tree Cutting		
JD15 M/MC	Redetermination completed and adopted Oct. 2019	Expenses to be split \$9430.84 with Meeker at 21.294%	Consideration to split in McLeod to a county system and also continue w/JD between counties				
JD15 M/MC/W							
JD17	Brush Spray Inspection			X	Scattered Tree Cutting		\$ 8,000.00
JD18	Drop Inlet, removed trees, and fixed a washout in Cosmos Sec. 3, 8 & 9; Full Inspection	Total expenses to be shared \$5,808.04		X	Scattered Tree Cutting, Washout & Sloughing Repairs		\$ 20,000.00
JD18 Lat A	Full Inspection			X	Scattered Tree Cutting, Washout & Sloughing Repairs		\$ 17,000.00
JD18 Lat C	Motor repair expenses, spraying and repair damages in Danielson Sec 28; Brush Spray Inspection	Total expenses to be shared \$17,929.23	Washout Repairs late 2019 W/Rickert	X	Scattered Tree Cutting, Washout & Sloughing Repairs		\$ 7,000.00
JD29 System	Redetermination ordered on April 2, 2018 for the entire system.						
JD29 A & B (MKR)	Brush Spray Inspection; Repair expenses Cosmos Sec 3 and Culvert in Sec 20	Total expenses to be shared \$15,288	Culvert Replacement, Cleanout, Tree Removal w/Whitcomb	X			
JD29 B (M&R)	Brush Spray Inspection			X	Scattered Tree Removal		
JD29C (M)							
JD32	Brush Spray Inspection; Renville billed for project completed. Meeker did tile repair in Cosmos Sec 35	Renville bill to Meeker Landowners is \$65,748.57. Bill to share is \$405	Sloughing Repairs w/Rickert Excavating	X			
JD52	Legal issue appear to be resolved.		Proposed Lateral Improvement Tile Project.				
General Ditch	Working to complete Ditch Policy update		Anticipate final draft of Policy by Mid-November				

11/01/19																			
DITCH #	ACCT CODE	Tax Code	DESCRIPTION	DITCH ACCOUNT FINANCIAL TOTAL 10-31-2019	Notes regarding expenses paid in 2019; contracts in place and future needs	Loan Information	Billing Period Expense Memo 11/1 to 9/30	Payments Pending Nov 1, 2019	Inspector Allocation by hours (input from worksheet)	Inspector non-specific hours and general expenses	Redetermination Expenses to levy	Repairs/scheduled	Estimate Spraying 2020	Expenses & Repair Fund	Mailing and Auditor Fees	Total	Current account balance less total expenses	Levy Request	Cross Co Request
CTY 1	649	8501	Est. 1884	935.59	Future Abandonment?		0.00		61.91	246.01						307.92	627.67		
CTY 2	680	8200	Est. 1886	1,177.30	Small Tree Cutting, Future Redetermination?		0.00		61.91	337.10			900.00	1,000.00	51.00	2,350.01	(1,172.71)	2,350.00	
CTY 7	631	8007	Repair A/Redet 1995	2,345.08	Beaver; Future Tree Removal & Small Cleanout		75.00		239.89	758.78			1,250.00	500.00	112.00	2,860.67	(515.59)	2,860.00	
CTY 8	678	8008	Est 1899 Redet. 5/2019	(14,937.18)	Redetermination done; Houson Engineers Preparing Repair Report		16,309.76	196.56	263.11	519.44	16,308.00	10,340.00			110.00	27,737.11	(42,674.29)	42,674.00	
CTY 9	670	8009	Est 1900	2,406.22	Small Tree Cutting		0.00		232.15	611.94			1,250.00	1,500.00	111.00	3,705.09	(1,298.87)	3,705.00	
CTY 12	632	8012	Maint Redet 1985	2,650.36	Hwy engineer; Contracted Cleanout & Tree Removal		600.00		216.67	378.73		31,990.00	1,500.00	500.00	87.00	34,672.40	(32,022.04)	34,672.00	
CTY 13	671	8213	Est 1902	1,870.80	Hwy engineer; Small Tree Cutting		200.00		108.34	592.67			650.00	700.00	75.00	2,126.01	(255.21)	2,126.00	
CTY 14	673	8114	Maint. Est 1904	1,552.48			0.00			534.04					84.00	618.04	934.44	618.00	
CTY 15	669	8415	Est 1904 Redet. 3/2019	1,743.55	Redetermination, eng study, etc., grass buffer; Engineers Report end of 2019, Hopefully Tree Removal, etc. and landowners meeting	85,000.00	53,068.00	6,800.00	1,423.86	5,410.72	44,411.00	32,473.00	300.00	4,000.00	147.00	94,965.58	(93,222.03)	95,000.00	Prebilling \$46,194 left to collect
CTY 16	633	8016	Maint & Redet 1975	1,445.98	Hwy engineer; Future Tree Removal needed		200.00		185.72	1,520.01			1,250.00	2,500.00	338.00	5,793.73	(4,347.75)	5,794.00	
CTY 17	677	8117	Est 1904	2,281.58			0.00		77.38	1,165.88			200.00	500.00	172.00	2,115.26	166.32	2,115.00	
CTY 18	634	8018	Redet 1984	4,800.43	Hwy engineer; Small Tree Cutting		200.00		108.34	1,592.60			1,100.00	500.00	340.00	3,640.94	1,159.49	2,500.00	
CTY 19	685	8019	Est 1904	973.81	Pub Hearing, engineering, Reinb by City \$3371; Small Tree Removal		4,214.08		680.98	779.11			150.00	2,000.00	147.00	3,757.09	(2,783.28)	3,757.00	
County 20 North			Watershed	166.63			0.00									-	166.63	-	
CTY 20 SOUTH	687	8320	South Redet. 2016	3,141.78	Future Tree Removal Needed		0.00		77.38	1,224.97			1,900.00	1,000.00	146.00	4,348.35	(1,206.57)	4,348.00	
CTY 22	636	8022	Redet Sept 1986	3,000.03			0.00		108.34	724.71			1,250.00	500.00	128.00	2,711.05	288.98	2,711.00	
CTY 25	637	8025	Est 1905	1,708.17	Small Tree Cutting; Possible need for Redetermination?		0.00		30.95	383.43			1,250.00	1,000.00	96.00	2,760.38	(1,052.21)	2,760.00	
CTY 26	638	8026	Repair Redet 1992	(512.51)	Beaver and dam removal; contracted cost for cleanout, Future tree removal on a section		2,098.40		773.84	2,535.39		4,950.00	1,500.00	1,500.00	593.00	11,852.23	(12,364.74)	13,500.00	
CTY 28	639	8028	Repair A Redet 5/1993	20,069.84	Small Tree Cutting, Future Tree Removal Needed		0.00		46.43	908.93			1,000.00		150.00	2,105.36	17,964.48	-	
CTY 31	681	8031	Established 1912	5,439.45	Small Tree Cutting		0.00		201.20	319.90			950.00	1,000.00	39.00	2,510.10	2,929.35	-	
CTY 32	684	8132	Established 1912	1,368.02	Small Tree Cutting		0.00		77.38	353.38			200.00	500.00	54.00	1,184.76	183.26	1,184.00	
CTY 35	640	8135	Imp A & B Redet 10/93	2,141.62	Outlet issue, beaver, engineer; Future Larger Tree Removal Needed		2,041.50		495.26	1,259.49			2,300.00		200.00	4,254.75	(2,113.13)	4,255.00	
CTY 36	641	8036	Repair A 1982	1,076.63	Tree Removal; \$300 for Beaver Trapping; Future Sloughing Repairs & Tree Removal Needed		1,626.60	300.00	286.32	2,813.09			2,700.00		424.00	6,223.41	(5,146.78)	6,225.00	
CTY 41	683	8041	Established 1915	2,971.00	Future Tree Removal Needed		0.00	150.00	123.81	596.27			750.00		90.00	1,560.08	1,410.92	1,500.00	
CTY 42	674	8042	Established 1915	1,234.34	Abandon petition, refunds; Possible Redetermination?		1598.91		232.15	423.63			500.00		42.00	1,197.78	36.56	1,198.00	
CTY 44	642	8144	Maint/Redet 1992	2,399.64			0.00		30.95	671.70					128.00	830.65	1,568.99	-	
CTY 46	643	8046	Established 1916	2,927.05			0.00			988.50					129.00	1,117.50	1,809.55	-	
CTY 47	644	8047	Est 1919	2,541.55			0.00		61.91	1,869.13			1,000.00		222.00	3,153.04	(611.49)	3,153.00	
CTY 48	676	8048	Est 1917	1,180.45	Legal assistance		137.50			471.66			1,000.00		60.00	1,531.66	(351.21)	1,530.00	
CTY 49	650	8049	Est 1923	819.20	Legal and Hwy engineer		375.00		216.67	376.94			1,000.00		60.00	1,653.61	(834.41)	1,650.00	
CTY 53	679	8053	Redet 1999	1,730.77	Estimated Cost for searching for tile issues (camara)		0.00		61.91	578.33			1,000.00		69.00	1,709.24	21.53	1,709.00	
CTY 56	646	8056	Redet 1964	(2,126.67)	Crop damage and repair; Minor Washout Repair Cost (\$950) contracted, Future Repair on S 1/2 needed		2,784.00		325.01	439.38		950.00	800.00	2,000.00	60.00	4,574.39	(6,701.06)	7,000.00	
JUD 1 REP F	648	8101	Rep F Est 1982	(11,658.06)	Kandi expenses; Contracted Washout Repair w/Rickert; Future Tree Removal Needed Also part of redetermination		12,040.10	988.00	278.58	2,302.82	62,775.00	8,050.00	2,150.00	2,000.00	656.00	78,212.40	(89,870.46)	77,900.00	\$2794.15 & 9101.46 ant.
JUD 1 IMP LAT 1	652	8301	Imp 1962	222.16	Renville expenses, redetermination in process		241.07			32.35					33.00	65.35	156.81		31.97
JUD 1 LAT B	653	8401	Lat B Est. 1963	3,188.88	Kandi expenses, redetermination in process		83.43			73.80			300.00		54.00	127.80	3,061.08	-	67.48
JUD 1 LAT B OF B	654	8001	Lat B & B Est. 1972	11,999.45	Washout Repairs Needed		0.00			809.05					69.00	1,178.05	10,821.40	-	
JUD 2	655	8002	Est 1911	(101.01)	Small Tree Removal		0.00		30.95	704.81			1,500.00		138.00	2,373.76	(2,474.77)	3,000.00	
JUD 3	668	8103	Redet 1994	2,138.07	Meeker Engineer; Future Tree Removal Needed		350.00		61.91	1,761.49					256.00	2,079.40	58.67	1,025.00	1055.19

Prebilling \$46,194 left to collect

10.77% Meeker
1.19% Meeker
8.577% Meeker
Meeker
51.45% Meeker

11/01/19																				
DITCH #	ACCT CODE	Tax Code	DESCRIPTION	DITCH ACCOUNT FINANCIAL TOTAL 10-31-2019	Notes regarding expenses paid in 2019; contracts in place and future needs	Loan Information	Billing Period Expense Memo 11/1 to 9/30	Payments Pending Nov 1, 2019	Inspector Allocation by hours (input from worksheet)	Inspector non-specific hours and general expenses	Redetermination Expenses to levy	Repairs/scheduled	Estimate Spraying 2020	Expenses & Repair Fund	Mailing and Auditor Fees	Total	Current account balance less total expenses	Levy Request	Cross Co Request	
JUD 11	675	8111	Meek/Kandi Est 1918 Red	5,510.04	Kandi expenses		543.53			257.62					39.00	296.62	5,213.42	-	202.49	21.4% Meeker
JUD 13	656	8313	Meek/McLeod Red 1995	1,782.35	McLeod expenses; Future Small Tree Cutting		11.45		15.48	409.08			200.00	600.00	123.00	1,347.56	434.79	1,300.00	71.66	83.12% Meeker
JUD 14	657	8214	M/Mc/W Redet 2014	(2,058.37)	Wright Expenses for redetermination		11,106.69		15.48	1,249.00			500.00	2,000.00	196.00	3,960.48	(6,018.85)	5,000.00	1050.91	16.89% Meeker
JUD 15	672	8715	Meeker/Mc Redet. 2019	1,275.73	McLeod expenses, Need to estimate redetermination expenses		516.64		170.24	99.74	2,017.63			500.00	24.00	2,811.61	(1,535.88)	2,171.00	341.57	21.394% Meeker
JUD 15	658	8215	M/McL/W Redet 2017	1,125.00	Wright Expenses		206.95			183.69					122.00	305.69	819.31	-		.776% Meeker
JUD 17	659	8017	Rep 1963	(3,887.84)	Kandi expenses; Future Tree Removal Needed		12,180.42		402.40	3,571.02			1,750.00	4,000.00	446.00	10,169.42	(14,057.26)	10,380.00	789.40	80.133% Meeker
JUD 18	660	8418	Redet 1959	(1,663.80)	Trees, Drop inlet, Kandi exp.; Future Repairs on Sloughing/Washouts, scattered Tree Removal needed		5,808.04		216.67	3,267.46			2,400.00	4,000.00	397.00	10,281.13	(11,944.93)	10,200.00	253.68	97.27% Meeker
JUD 18 LAT A	661	8318	Lat A Redet 1960	1,095.81	Kandi expenses, Hwy Eng.; Small Tree Cutting; Future Washout/sloughing Repairs Needed		532.17	1,000.00	30.95	2,365.30			3,400.00	4,000.00	378.00	10,174.25	(9,078.44)	10,496.00	638.78	76.74% Meeker
JUD 18 LAT C	663	8118	Lat C 1978	(18,000.78)	repair Danielson, Engineer; Contracted Repairs w/Rickert done; Future Small Tree Cutting, Washout/Sloughing Repairs		17,929.23	7,874.00	355.97	4,892.46			1,500.00	5,000.00	344.00	12,092.43	(30,093.21)	26,800.00	5,364.96	77.956% Meeker
JUD 29 REP A & B	664	8029	Rep A & B Est. 1954	(1,215.17)	Repair Cosmos, Culvert, Engineer; Contracted Cleanout w/Whitcomb for tree removal, Culvert Install		16,514.61	1,749.00	580.38	2,440.11		15,720.00	2,500.00		234.00	21,474.49	(22,689.66)	9,000.00	14,179.94	27.413% Meeker
JUD 29 LAT B	665	8129	Lat B Est. 1959	7,842.64	Renville Expenses		643.78	816.00	201.20	614.09			1,250.00		102.00	2,167.29	5,675.35	-	415.39	49.05% Meeker
JUD 29 LAT C	666	8229	Lat C 1970	2,708.72			0.00			138.03					33.00	171.03	2,537.69	-	0	All Meeker
JUD 32	667	8032	Est. 1962	(3,424.36)	Renville Expenses, tile work Cosmos; Contracted Repair Cost w/Rickert	30,000.00	66,153.57	7,920.00	355.97	1,179.77		2,050.00	2,000.00	35,000.00	150.00	40,735.74	(44,160.10)	46,000.00	681.59	64.88% Meeker
JUD 52			Lat 1 Meek/Kandi	(374.48)			266.95		92.86	384.25							(374.48)			
General			General	(73,701.74)	Sprayer Cost, Recertification Workshop Cost, License Transfer		57,850.97													
				-16,673.77			288,508.35	27,793.56	9,618.81	58,121.80		106,523.00	41,100.00	84,300.00	8,258.00	439,952.69	(382,550.24)	454,166.00	25,145.01	

**AMENDED SUPPORTING HANDS NURSE FAMILY
PARTNERSHIP
JOINT POWERS AGREEMENT**

**Article 1
Enabling Authority**

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as “Parties”, and individually as “Party” which are signatories to this “Agreement.”

Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties; and

Minnesota Statutes, Section 145A.17 provides that a political subdivision shall establish a program to fund family home visiting programs with children that meet the guidelines provided in the statute.

In consideration of the mutual promises and Agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59 and Minnesota Statute Section 145A.17 and all other applicable statutes, rules and regulations, the following Parties:

Big Stone County
Douglas County
Kandiyohi County
Lincoln County
McLeod County
Murray County
Pope County
Renville County
Stevens County
Traverse County

Chippewa County
Grant County
Lac Qui Parle County
Lyon County
Meeker County
Pipestone County
Redwood County
Rock County
Swift County
Yellow Medicine County

Hereto agree as follows:

**Article 2
Purpose**

The Parties desire to establish a mechanism whereby they may jointly exercise powers common to each participating Party on issues requiring coordination to:

- A. Organize, govern, plan and administer a multi-county based Nurse Family Partnership Program specifically within the jurisdictional boundaries of the Parties.

- B. Provide other similar or related services and programs as determined by the Board.
- C. Establish procedures to add qualifying Parties to this Agreement.
- D. Establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.

Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide public health or community health services. Neither is it intended to modify prior agreements of the Parties to jointly provide public health or community health services.

Article 3 Name

The name of this entity shall be the Supporting Hands Nurse Family Partnership Joint Powers Board, hereinafter sometimes referred to as Supporting Hands Nurse Family Partnership.

Article 4 Agreement to Participate

- 4.1. Charter Members. A Party desiring to become charter member of the Supporting Hands Nurse Family Partnership shall indicate its intent by adoption of a board resolution prior to June 30, 2007.
- 4.2. New Members. Membership in the Supporting Hands Nurse-Family Partnership shall be open to any Minnesota county governmental unit including, but not limited to joint powers agencies, of the State of Minnesota that are deemed by the Board of the Supporting Hands Nurse-Family Partnership to qualify for membership. The Supporting Hands Nurse-Family Partnership (SHNFP) Board may define membership requirements for a new Party and may impose such conditions of membership as it deems appropriate to protect the interest of the SHNFP and to provide for the benefit of its members. Addition of a new Party shall require a majority vote of the Board.
- 4.3. Compliance. A Party agrees to abide by the terms and conditions of the program; including but not limited to the Nurse Family Partnership implementation agreement, Supporting Hands Nurse Family Partnership Joint Powers Agreement, bylaws, policies and procedures adopted by the Board.
- 4.4. Financial Obligation. Each Party will annually contribute to the budget of the Supporting Hands Nurse Family Partnership Joint Powers as outlined in Article 8.2.2.

Article 5 Governance

- 5.1. Governing Board. The governing board formed pursuant to this Agreement shall be known as the Board.
 - 5.1.1. Membership. The Board shall be comprised of one representative from each Party to the agreement. Each Party shall annually appoint one county commissioner to serve on the Board. A withdrawing Party shall have a representative on the Board until the effective date of withdrawal as outlined in Article 11.
 - 5.1.2. Documentation. Resolutions or other documentation of designation shall be filed with the Secretary of the Board.
 - 5.1.3. Members not Employees. Members of the Board shall not be deemed to be employees of the Supporting Hands Nurse Family Partnership Joint Powers and will not be compensated for serving on the Board. For all purposes, including workers compensation, each member of the Board shall be considered to be an employee of the Party that made the appointment.
- 5.2. Officers of the Board. The Board shall elect a Chair and Vice Chair from its membership who shall serve through December 31st of the year when first elected and until a successor is elected.
 - 5.2.1. Election of Officers. The election of the Chair and Vice-Chair shall be conducted at the first meeting of the year. The Chair and Vice-Chair shall take office with the first meeting of the new calendar year.
 - 5.2.2. Additional Board Officers. The Board may elect or appoint such other officers as it deems necessary to conduct the affairs of the organization.
 - 5.2.3. Secretary. The Board may elect or appoint a secretary whose duties shall include taking minutes of meetings, preparation and distribution of meeting minutes and the meeting agenda to the Board; maintaining resolutions and other documents of the Supporting Hands Nurse Family Partnership. The secretary may be someone other than a designated board member or alternate.
- 5.3. Committees: The Board shall have the authority to appoint committees as it deems necessary to fulfill the purpose of the organization.

- 5.4. Meetings. The Board shall meet at least annually at a time determined by the Board. The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law).
- 5.4.1. Special Meetings. The Chair may convene or, upon written request of a majority of the Board, members shall convene a special meeting. Special meetings shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law).
- 5.4.2. Meeting Notices. Written notice of meetings shall be sent to Board members pursuant to Minnesota Statute Chapter 13D (Open Meeting Law) by the Secretary.
- 5.5. Voting. A quorum shall consist of no less than fifty-one percent (51%) of board members or alternates eligible to vote. Board actions shall be determined by a majority of the votes cast at the meeting. Abstentions shall not be counted as votes cast for the purpose of this section. Proxy votes are not permitted.
- 5.6. By-Laws. The Board may adopt bylaws to govern its operations. Such bylaws shall be consistent with the Agreement and applicable law.
- 5.7. Amendments. This Agreement may be amended from time to time as deemed necessary. Changes to this Agreement or the bylaws require a two-thirds vote of the Board as defined in Section 5.5.
- 5.8. Records, Accounts and Reports. The books and records, including minutes and the original fully executed Agreement of the Board, shall be subject to the provisions of Minn. Stat. Ch. 13. They shall be maintained at a designated location. Records, accounts and reports shall be maintained by designated staff.

Article 6 Duties of the Board

The Board shall formulate a plan to carry out its purposes pursuant to Article 2.

Article 7 Reservation of Authority

All responsibilities not specifically set out to be jointly exercised by the Board under this Agreement are hereby reserved to the Parties.

Article 8 Powers of the Board

- 8.1. General Powers. The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes

and perform its duties. Such authority shall include the specific powers enumerated in paragraph 8.2.

8.2. Specific Powers.

8.2.1. Contracts. The Board may enter into contracts necessary for the exercise of its duties and responsibilities to govern the Supporting Hands Nurse Family Partnership. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law.

The Board may contract with any of the Parties or others to provide budgeting/accounting and personnel services necessary or convenient for the Supporting Hands Nurse Family Partnership including, but not limited to:

8.2.1.A. Collecting and dispersing funds ensuring that interest accrued on the funds of the Board remains deposited in the fund and shall be included in the annual budget as revenue

8.2.1.B. Identifying grant funds

8.2.1.C. Billing each Party its respective share no less than once each quarter or no more than once each month for each member's share of the Board's operation

8.2.1.D. Assisting with the selection, orientation, management and termination of employees of the Supporting Hands Nurse Family Partnership including the:

- use or development of personnel policies and protocols for employees of the Supporting Hands Nurse Family Partnership
- administering payroll and benefits of employees of the Supporting Hands Nurse Family Partnership

8.2.2 Annual Budget. The Board shall approve a budget no later than at the first meeting in November for the following calendar year.

8.2.3. Insurance. The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.

Article 9
Indemnification and Hold Harmless

- 9.1. Applicability. The Supporting Hands Nurse Family Partnership Joint Powers shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. Supporting Hands Nurse Family Partnership Joint Powers shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.
- 9.2. Indemnification and Hold Harmless. The Supporting Hands Nurse Family Partnership Joint Powers shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Supporting Hands Nurse Family Partnership Joint Powers. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Article 10
Term

This Agreement shall commence upon approval of the governing body of each Party and signature of the official with authority to bind the entity listed in Article 1.

The Agreement shall be in effect only with respect to the Parties who have approved and signed it.

Article 11
Withdrawal and Termination

- 11.1. Withdrawal. A Party may withdraw from the Supporting Hands Nurse Family Partnership Joint Powers by filing with the Board Chair a written notice of intent

to withdraw. The Board Chair shall send a copy of the resolution of withdrawal to Supporting Hands Nurse Family Partnership Board members.

11.2. Effective Date and Obligations. Withdrawal shall be effective on the first day of the month, which is at least one full calendar year following the end of the year that the notice of withdrawal is given which shall be known as the effective date of withdrawal. A withdrawing Party is obligated to pay its annual contribution until the effective date of withdrawal. The withdrawing Party shall have no liability or obligation to the Supporting Hands Nurse Family Partnership after the effective date of withdrawal.

11.3. Termination. This Agreement shall remain in force until a unanimous vote to dissolve the Supporting Hands Nurse Family Partnership Joint Powers is made by the Board or until the Board consists of only one Party.

11.3.1 Effects of Termination. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement.

11.3.1A Financial obligations shall continue until discharged by law, this Agreement or any other agreement.

11.3.1B Assets of the Supporting Hands Nurse Family Partnership Joint Powers shall be divided among the Parties as determined by the Board.

Article 12 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Secretary who will maintain them at the location specified in Article 5.8.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Each Party must complete the following. An original of each Party's execution of the Agreement should be attached to the Agreement and remain in a permanent file.

Approved as to form and execution:

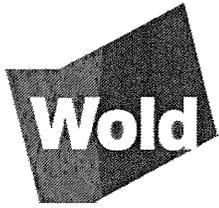
COUNTY OF _____

County Attorney/Date

By _____
Chair of Board

Date of Signature _____

Attest _____
Clerk to Board



November 14, 2019

Paul Virnig, County Administrator
Meeker County
325 Sibley Ave. S.
Litchfield, MN 55355

Re: Probation Remodeling
Commission No. 9999

Dear Paul:

We are excited to work with you on developing the final design, construction documents, bidding and construction administration for the remodeling of the 5th Level of the Courthouse to expand and renovate the existing probation area and court administration area to accommodate State Probation Staff. We propose the following scope of services:

1. Site meetings and inspections to develop an understanding on existing conditions and site constraints.
2. Design meetings at Schematic Design, Design Development and Construction Documents to confirm the design solution and to gain consensus on the solution.
3. Cost estimates at each phase.
4. Collaboration with the Construction Manager on bidding process and solicitation.
5. Presentations to Board of Commissioners to gain approval prior to bidding.
6. Preparation of bidding documents, assisting the Construction Manager with the bidding process, recommendations and construction administration.

Through our preplanning efforts, and through consensus with the Building Committee, the construction budget established for the work is approximately \$92,000.

We are proposing a fixed fee based on \$92,000 in construction cost as follows:

$\$92,000 \times 7.5\%$ (Architectural Fee Basis) = \$6,900.

Customary reimbursable expenses would be in addition to this fixed fee and are estimated to be approximately \$500. Please let me know if you have any questions or comments.

Sincerely,

Wold Architects and Engineers

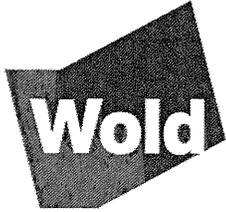
A handwritten signature in black ink, appearing to read "John McNamara", written over a horizontal line.

John McNamara | AIA, LEED AP
Partner

cc: Jake Wollensak, Wold Architects & Engineers
Matt Mooney, Wold Architects & Engineers

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

PLANNERS
ARCHITECTS
ENGINEERS



November 14, 2019

Paul Virnig, County Administrator
Meeker County
325 Sibley Ave. S.
Litchfield, MN 55355

Re: Courthouse HVAC Schematic Design
Commission No. 9999

Dear Paul:

It was good talking to you and the Building Committee about the need for upgrades and potential replacement of the mechanical systems serving the Courthouse. As we discussed at the meeting, there is no simple answer regarding what should be replaced or what can be reused or upgraded. We have evaluated the existing equipment and believe the next steps should be an engineering study of what should be provided to occupied spaces and how to improve ventilation and temperature control in the building.

We are suggesting we start Schematic Design for a ventilation solution for the building, which will inform us as to what is needed today and for potential future changes. Once we have calculated the loads needed, we can formulate an engineering solution that gives the County not only a solution that provides for the current occupants of the building, but also is a long-term solution that is flexible for future program changes.

The outcome for this design phase will be an evaluation of what is available today in the building, what the current deficiencies are and what we would recommend be modified or upgraded in the building. We understand it is likely not possible to fully modify or replace all systems in one project due to budget and occupancy needs. We would develop an approach that can be implemented and planned for over a number of years.

We have evaluated the labor needed to provide these recommendation and are requesting a fee of \$9,000 for this work. This work would benefit any project that is implemented and we would credit back this amount proportional to the size of the project that is implemented.

Customary reimbursable expenses would be in addition to this fixed fee and are estimated to be approximately \$500 and we would try to maximize our efforts and share expenses with the remodeling project for the 5th Floor. Please let me know if you have any questions or comments.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "John McNamara", with a long horizontal flourish extending to the right.

John McNamara | AIA, LEED AP
Partner

cc: Jake Wollensak, Wold Architects & Engineers
Jonathan Loose, Wold Architects & Engineers
Matt Mooney, Wold Architects & Engineers

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

PLANNERS
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MCIT

Minnesota Counties Intergovernmental Trust

100 Empire Drive, Suite 100, St. Paul, MN 55103-1885 • 651.209.6400 • 1.866.547.6516 • MCIT.org

BOARD OF DIRECTORS

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Sherburne County
Commissioner

Don Diedrich
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Polk County
Commissioner

Dick Downham
Secretary/Treasurer
Cass County
Commissioner

Ron Antony
Yellow Medicine
County
Commissioner

Don Wachal
Jackson County
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Randy Schreifels
Stearns County
Auditor-Treasurer

Marcia Ward
Winona County
Commissioner

Kevin Corbid
Washington County
Auditor-Treasurer

Eric Nerness
Hubbard County
Coordinator

October 23, 2019

RE: VOTING DELEGATES AND ALTERNATES

Dear: Paul Virnig

The 2019 Annual Meeting of the Minnesota Counties Intergovernmental Trust will be held on:

Monday, December 9, 2019 at 4:00 p.m.

(Registration to begin at 3:30)

State / Sunwood Room

Kelly Inn / River's Edge Convention Center in St. Cloud, MN

An election will be held for four seats on the MCIT Board of Directors. The MCIT Bylaws provide for the designation of official voting delegates and alternates. Our records indicate that your voting delegate and alternate are as follows:

Delegate: Mike Huberty

Alternate: Joe Tacheny

IF THIS IS CORRECT, YOU NEED NOT RESPOND TO THIS LETTER. If this is incorrect or if you wish to change your voting delegate or alternate, please note the changes on the enclosed designation form. The form should be signed by you and returned to MCIT by **November 25, 2019**. The form can be mailed, emailed or faxed. Thank you for your attention to this matter.

Sincerely,

Robyn M. Sykes
Executive Director

cc: County Administrator, Coordinator, Auditors or Auditor-Treasurer

RECEIVED

OCT 28 2019

MEEKER CO. ADMINISTRATOR

MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST

VOTING DELEGATE AND ALTERNATE

DESIGNATION FORM

County: Meeker County

County named here hereby designates the following individuals to serve as its voting delegate and alternate:

Delegate: **Mike Huberty**

Alternate: **Joe Tacheny**

_____ Date _____
Official of County Member

Please return this form to MCIT no later than November 25, 2019 by mail, email or fax:

MCIT
100 Empire Drive, Suite 100
St. Paul, MN 55103-1885

Email: info@mcit.org

Fax: 651.209.6496

Meeker County EDA Report May through October 2019

Economic and Community Development

- Prepared a summary of the Business Development Infrastructure Grant, Transportation Economic Development Infrastructure Grant, and Transportation Economic Development grant to provide to cities in Meeker County. These programs provide grant funds to support infrastructure costs in developing industrial parks and extending utilities for qualified businesses.
- Provided information on DEED Redevelopment and Demolition Programs to forward to cities.
- Promotion of open house by DEED for startups and entrepreneurs to get information on grants, loans and technical assistance offered by DEED and Meeker County.
- We have met with seven developers and businesses looking to locate or expand in Meeker County. While job prospects are unknown with a few of the businesses, there would be 25-35 new jobs added with those businesses that shared job goals. We worked with these businesses to identify business and financing needs and are assisting in a variety of ways including coordination with local units of government, MnDOT, and DEED. A variety of businesses were provided information on our RLF and IRP loan resources.
- Had calls with staff from DEED to discuss a major business expansion in the County and whether we would attempt to assist them with funding through the Minnesota Investment Fund or Job Creation Program.
- The City of Litchfield has an approved Opportunity Zone. There have been a number of inquiries on development of projects in the OZ but also opportunities for local investors. We coordinated an Opportunity Zone educational event for businesses and investors on November 12th. We also worked with the speaker to make time for one-on-one meetings with interested developers and investors.
- Reached out to some businesses for sale letting them know of EDA services and resources.
- Working with an investor who recently purchased a local business to identify other business acquisition and investment opportunities as he is potentially interested in acquiring more businesses in the County.
- Attended a session on main street revitalization coordinated by Litchfield community members. The City of Litchfield has discussed exploring a National Park Service grant that would revitalize downtown and could have a focus on second story housing in downtown buildings. EDA will be meeting with a Council Member to further explore the feasibility of this funding.
- Submitted annual reports to DEED for the RLF from 2018 and 2019. Also discussed with the EDA options for use of the federal MIF funds as part of the RLF. Met with Rural Development to discuss opportunities to expand lending with the IRP fund through MCDC. We will be looking to implement some expanded marketing efforts in the coming months.

Housing

- Had a conference call with new owners of a rental property in Litchfield. Discussed goals of owners to revitalize the property and enter into a master lease with area businesses to address the housing shortage. Provided a sample master lease and also provided information on rental rehabilitation resources. Initial discussion occurred on tax abatement during the rehabilitation process.
- Met with a developer proposing to build new rental units in Litchfield. The developer is possibly looking to secure funding through Minnesota Housing's Workforce Housing Program. This program requires local match. The developer is also working with the City of Watkins on sponsoring an application. There may be a request for local abatement to meet the match requirement. This developer is also considering a development in Eden Valley.
- With the potential for an abatement request, we reviewed the local policy and will be discussing with the EDA Board if we should look at an improved policy to recommend to the County Board that also encompasses an application process.
- Prepared information on the Small Cities Development Program and presented it to the Housing Task Force so that communities could further discuss their interest in revitalizing owner, rental or commercial properties.
- Met with United Community Action staff in Willmar to discuss their housing development programs. Discussed a manufactured home program through Minnesota Housing and assembled a list of manufactured home parks in Meeker County for their organization.
- We have attended Housing Task Force meeting in May, June, July, and September to work with members to move their identified needs into action steps. The structure that was formed for the committee is not ideal for identifying local priorities and as a result we have reached out to each City to determine their interest in further discussing local housing priorities. Met with Grove City and have developed a local plan for their housing needs.

Childcare

- The EDA continues to be a part of a local task force on childcare. The task force submitted a request to First Children's Finance through their Rural Childcare Innovation Program and were accepted. This will allow Meeker County to receive technical assistance to engage the local community in developing childcare solutions.

Miscellaneous

- Attended quarterly meetings of the Minnesota Association of County Economic Development Professionals.

MEEKER COUNTY 2019 MONTHLY FUND CASH BALANCES

FUND	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	AVERAGE MONTH
REVENUE	\$8,128,625	\$7,451,312	\$6,687,264	\$5,836,443	\$4,846,031	\$9,345,091	\$9,003,109	\$8,334,925	\$7,585,425	\$9,639,580			\$7,685,780
FAMILY SERVICES CTR.	\$655,429	\$637,359	\$597,520	\$576,901	\$547,192	\$594,348	\$573,489	\$659,975	\$630,259	\$639,719			\$611,219
PUBLIC HEALTH	\$656,993	\$603,000	\$621,361	\$527,016	\$857,781	\$799,042	\$698,654	\$747,558	\$688,407	\$586,989			\$678,680
PARKS	\$271,886	\$271,764	\$279,608	\$255,086	\$339,637	\$323,430	\$301,834	\$286,655	\$236,359	\$207,430			\$277,369
ROAD & BRIDGE	\$2,976,416	\$3,511,717	\$2,880,554	\$2,536,723	\$2,405,507	\$2,924,727	\$2,918,008	\$5,370,670	\$5,336,312	\$4,766,198			\$3,562,683
SOCIAL SERVICES	\$5,861,523	\$5,843,791	\$5,603,775	\$5,050,123	\$5,150,702	\$6,418,513	\$6,250,570	\$6,086,894	\$5,753,207	\$6,229,178			\$5,824,828
TRANSFER STATION	\$718,847	\$717,653	\$714,851	\$716,469	\$710,728	\$723,668	\$722,440	\$720,662	\$711,153	\$699,416			\$715,589
TOTAL FUNDS	\$19,269,719	\$19,036,596	\$17,384,933	\$15,498,761	\$14,857,578	\$21,128,819	\$20,468,104	\$22,207,339	\$20,941,122	\$22,768,510	\$0	\$0	\$19,356,148

MEEKER COUNTY 2018 MONTHLY FUND CASH BALANCES

FUND	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	AVERAGE MONTH
REVENUE	\$7,860,121	\$7,414,560	\$6,701,392	\$6,027,395	\$4,793,676	\$8,723,273	\$7,925,413	\$7,567,690	\$7,038,882	\$8,731,074	\$9,131,594	\$9,121,483	\$7,586,379
FAMILY SERVICES CTR.	\$422,994	\$522,588	\$497,515	\$473,850	\$450,203	\$500,290	\$605,334	\$595,974	\$569,910	\$583,638	\$579,566	\$559,838	\$530,142
PUBLIC HEALTH	\$373,688	\$263,218	\$258,107	\$147,271	\$778,492	\$696,906	\$563,956	\$601,164	\$581,826	\$522,840	\$519,680	\$433,328	\$478,373
PARKS	\$180,012	\$161,506	\$154,442	\$140,660	\$349,281	\$338,122	\$301,037	\$282,839	\$240,387	\$223,872	\$204,378	\$190,343	\$230,573
ROAD & BRIDGE	\$4,234,772	\$3,485,679	\$3,177,827	\$2,927,919	\$4,262,158	\$4,841,099	\$5,099,242	\$4,318,733	\$4,870,057	\$4,974,050	\$3,613,133	\$3,356,267	\$4,096,745
SOCIAL SERVICES	\$6,185,468	\$5,398,535	\$5,090,764	\$4,639,868	\$4,672,319	\$6,134,645	\$6,319,245	\$6,030,250	\$5,732,279	\$6,091,022	\$6,589,910	\$6,400,692	\$5,773,750
TRANSFER STATION	\$911,740	\$875,724	\$871,379	\$865,759	\$904,531	\$851,308	\$847,716	\$862,337	\$882,047	\$684,074	\$682,667	\$725,378	\$830,388
TOTAL FUNDS	\$20,168,795	\$18,121,810	\$16,751,426	\$15,222,722	\$16,210,660	\$22,085,643	\$21,661,943	\$20,258,987	\$19,915,388	\$21,810,570	\$21,320,928	\$20,787,329	\$19,526,350

MEEKER COUNTY 2017 MONTHLY FUND CASH BALANCES

FUND	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	AVERAGE MONTH
REVENUE	\$7,238,145	\$6,024,130	\$5,277,700	\$4,697,794	\$4,135,848	\$7,850,815	\$7,351,944	\$6,727,754	\$6,280,014	\$7,690,019	\$8,543,621	\$8,657,319	\$6,706,259
FAMILY SERVICES CTR.	\$367,468	\$460,464	\$423,602	\$402,071	\$379,582	\$421,838	\$403,627	\$401,617	\$377,042	\$383,572	\$377,079	\$472,600	\$405,880
PUBLIC HEALTH	\$503,304	\$761,629	\$744,388	\$651,038	\$543,904	\$514,501	\$723,703	\$723,245	\$683,977	\$580,393	\$515,649	\$484,865	\$619,216
PARKS	\$186,956	\$281,333	\$253,956	\$239,753	\$228,983	\$198,674	\$281,980	\$281,674	\$266,626	\$226,590	\$205,795	\$192,022	\$237,029
ROAD & BRIDGE	\$4,240,267	\$4,798,748	\$4,596,085	\$4,300,221	\$4,088,334	\$5,213,532	\$5,138,686	\$3,312,116	\$3,300,679	\$3,725,313	\$3,541,729	\$3,347,820	\$4,133,628
SOCIAL SERVICES	\$5,122,808	\$5,030,007	\$4,774,868	\$4,541,485	\$4,449,131	\$5,918,776	\$5,875,331	\$6,005,941	\$5,710,242	\$6,168,861	\$6,670,422	\$6,557,154	\$5,568,752
TRANSFER STATION	\$728,303	\$737,338	\$749,087	\$750,853	\$775,449	\$795,720	\$823,629	\$840,950	\$865,832	\$868,025	\$905,034	\$912,868	\$812,757
TOTAL FUNDS	\$18,387,251	\$18,093,649	\$16,819,686	\$15,583,215	\$14,601,231	\$20,913,856	\$20,598,900	\$18,293,297	\$17,484,412	\$19,642,773	\$20,759,329	\$20,624,648	\$18,483,521

MEEKER COUNTY 2016 MONTHLY FUND CASH BALANCES

FUND	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	AVERAGE MONTH
REVENUE	\$6,565,602	\$6,013,528	\$4,906,347	\$4,379,609	\$3,914,291	\$7,421,073	\$7,003,905	\$6,435,478	\$5,961,514	\$7,473,885	\$7,803,794	\$7,981,603	\$6,321,719
FAMILY SERVICES CTR.	\$295,675	\$278,129	\$253,128	\$342,063	\$322,712	\$353,481	\$447,716	\$442,154	\$414,432	\$420,133	\$409,887	\$387,273	\$363,899
PUBLIC HEALTH	\$840,573	\$834,055	\$805,200	\$719,707	\$622,662	\$581,059	\$545,517	\$512,937	\$496,840	\$417,708	\$574,665	\$617,850	\$630,731
PARKS	\$269,830	\$259,938	\$222,206	\$222,961	\$192,654	\$167,634	\$176,256	\$166,931	\$157,686	\$138,112	\$213,781	\$204,008	\$199,333
ROAD & BRIDGE	\$2,426,380	\$2,998,046	\$2,817,764	\$2,538,180	\$3,680,367	\$5,526,067	\$5,701,558	\$5,544,458	\$5,025,305	\$4,823,101	\$4,825,832	\$4,537,968	\$4,203,752
SOCIAL SERVICES	\$4,485,300	\$4,305,695	\$4,088,255	\$3,716,258	\$3,571,011	\$5,102,638	\$5,257,020	\$5,334,480	\$5,025,933	\$5,514,641	\$6,126,842	\$5,621,288	\$4,845,780
TRANSFER STATION	\$682,753	\$678,616	\$666,597	\$666,207	\$704,757	\$716,795	\$731,025	\$730,229	\$741,469	\$712,530	\$757,977	\$751,029	\$713,665
TOTAL FUNDS	\$15,566,113	\$15,368,007	\$13,759,497	\$12,584,985	\$13,008,454	\$19,868,747	\$19,862,997	\$19,166,667	\$17,823,179	\$19,500,110	\$20,712,778	\$20,101,019	\$17,276,879