



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
COMMISSION CHAMBERS
November 3, 2015**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: October 27, 2015 Minutes and Summary Minutes
RE: CD 28 Repair Request
RE: CD 46 Repair Request
RE: CD 44 Repair Request
RE: JD 1, Lat 1 Repair Request
RE: On-Sale Liquor License, Westwood

2. **9:05 a.m. Claims (10 min)**

3. **9:15 a.m. Kathy Brockway, Zoning Administrator (5 minutes)**
BWSR- Natural Resources Block grant

4. **9:20 a.m. Pam Simonette, Auditor-Treasurer (10 min)**
RE: Farm Lease

5. **9:30 a.m. Human Resources (10 min)**

6. **9:40 a.m. Cindy Shaughnessy, Public Health Director (10 min)**

7. **9:50 a.m. Vicki Walechka (5 min)**
RE: Grant Agreement

8. **9:55 a.m. Darrell Pettis, Administrator/Engineer**
RE: Request to refund CSAH 50 in Elysian
RE: County Ditch 58 bids
RE: Le Sueur/St. Peter Municipal Utilities Agreement
RE: Snowmobile Maintenance Grant Agreement
RE TH 19 HSIP Project
RE: CAL License
RE: Transit

RE: County Ditches
9. **1:30 pm Scott-Le Sueur JD #1, Lat #2 Public Hearing, Commissioners Connolly and King**
10. **Future Meetings**



Le Sueur County, MN

Tuesday, November 3, 2015

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: October 27, 2015 Minutes and Summary Minutes

RE: CD 28 Repair Request

RE: CD 46 Repair Request

RE: CD 44 Repair Request

RE: JD 1, Lat 1 Repair Request

RE: On-Sale Liquor License, Westwood

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting
October 27, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, October 27, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlffing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Darrell Pettis and Brent Christian were also present.

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

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

- Approved the October 20, 2015 County Board Minutes and Summary Minutes
- Approved the CD #23 Repair Request
- Approved the CD #38 Repair Request
- Approved the CD #56 Repair Request

LuAnn Hiniker, Extension Regional Director appeared before the Board with one item for consideration.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved and authorized the Chair to sign a Memorandum of Agreement between Le Sueur County and the University of Minnesota for providing Extension programs locally and employing Extension staff.

Kathy Burns, Coordinator with the Le Sueur County Historical Society came before the Board with one item for consideration.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved the dispersal of funds in the amount of \$11,800 for the planning of the Ottawa Stone Church restoration project.

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

A retirement plaque was presented to Harry Baker, full time Mechanic I – Shop Foreman in the Highway Department. Harry will retire on October 30, 2015 after 28 years of service with Le Sueur County.

A retirement plaque was presented to Kathy Rusch, full time Team Lead Social Worker in Human Services. Kathy will retire on October 30, 2015 after 23 years of service with Le Sueur County.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved the recommendation to accept the resignation request from Charlie Anderson, full time Highway Maintenance Worker in the Highway Department, effective November 6, 2015.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the recommendation to post and advertise for a full time Highway Maintenance Worker in the Highway Department as a Grade 6, Step 1 at \$17.07 per hour.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved the recommendation to accept the resignation request from Robert Petrasek, part time Jailer/Dispatcher in the Sheriff's Office, effective October 25, 2015. Robert has been employed with Le Sueur County since April 2014.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to advertise for a part time Jailer/Dispatcher the Sheriff's Office, Grade 6, Step 1 at \$17.07 per hour.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the recommendation to transfer Sierra Copp from a part time Jailer/Dispatcher in the Sheriff's Office, Grade 6, Step 2 at \$17.69 per hour to a full time Jailer/Dispatcher in the Sheriff's Office, Grade 6, Step 2 at \$17.69 per hour.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to advertise for a part time Jailer/Dispatcher the Sheriff's Office, Grade 6, Step 1 at \$17.07 per hour.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved Lance Wetzal, Board Chairman to recess the Board Meeting and call the Public Hearing for the County Ditch 16 Redetermination of Benefits to order at 9:35 a.m.

John Kolb, Attorney with Rinke Noonan presented background information regarding County Ditch 16 and was available to answer questions.

Ron Ringquist, Ditch Viewer presented information and explanation of the Ditch Report and was available to answer questions.

There were 3 public comments from Mary Jo Kukacka, Myron Tietz and Betty Trinkka.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved to close the public hearing at 10:30 a.m.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved the recommendation by John Kolb to accept the following Findings and Order for Adopting Redetermined Benefits for County Ditch 16:

Findings

1. CD 16 was originally established and constructed in the early 1900's.

2. The ditch system consists of an open ditch drainage system.
3. The outlet of the system is Le Sueur County Ditch No. 6.
4. The system provides an outlet for lands in Sections 13 and 24 in Lexington Township, and Sections 18 and 19 in Montgomery Township, all in Le Sueur County.
5. Benefits and damages for CD 16 have not been redetermined since original establishment.
6. Based on its finding that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values and the benefitted areas have changed for CD 16, the Drainage Authority ordered a redetermination of benefits and appointed Ron Ringquist, John Dotolo and Allan Kerber as viewers for the redetermination of benefits.
7. Upon taking their oath, the viewers initiated a redetermination of benefits according statutes chapter 103E.
8. Under Minnesota Statutes § 103E.351 subdivision 1, the viewers obligation is to proceed as provided for viewers and the Viewers' Report in sections 103E.311 to 103E.321. Under § 103E.311, they are obligated to determine the benefits and damages to all property affected by the drainage project and make a Viewers' Report.
9. The viewers completed their report which included a benefits and damages statement in September 2015, for all property affected by the drainage project and filed their report with the Drainage Authority.
10. The Drainage Authority prepared Property Owners' Reports and mailed them to the owners of property identified in the Viewers' Report.
11. Property Owners' Reports were mailed on October 9, 2015.
12. Notice of the hearing was posted not later than October 5th at the Le Sueur County Courthouse and remained through the date of the Final Hearing.
13. Notice of the hearing was published the weeks of October 5th, 12th and 19th in a legal newspaper in general circulation in the county.

14. Notice of the hearing was mailed within one week after the first publication, but not later than October 16th to owners of properties identified in the Viewers' Report, governmental units affected by the project and the commissioner of the MDNR.
15. Evidence of all actions in this matter, including preliminary orders, appointments, oaths, affidavits of mailing, publication and posting as well as hearing agendas and presentation materials are present in the record of proceedings and are incorporated herein by reference.
16. The final hearing on the viewers' redetermination of benefits was held on October 27, 2015.
17. At the hearing, the viewers appeared and presented the Viewers' Report, Benefits and Damages Statement and redetermined benefits. The viewers further provided detail of the viewing process and the information used by the viewers to: (1) verify the boundary of the watershed of the Ditch; (2) verify and confirm the existence of drainage benefit; and (3) determine the economic benefit to lands deriving a drainage benefit from the construction of CD 16.
18. The viewers included, in their determinations, the amount of damages necessary to acquire and establish a one rod grass buffer strip along all reaches of open ditch on CD 16.
19. Several members of the public attended the hearing and asked questions or made comments regarding the redetermination of benefits.
20. At the conclusion of public comment during the hearing, the Board adopted a motion to: close the hearing to public comment and, after discussion, adopted the findings and order herein adopting the Viewers' Report and the redetermined benefits and damages for CD 16 as amended consistent with the proceedings; and acquiring the grass buffer area on the open ditch portions of CD 16.
21. The Viewers' Report is attached as Exhibit A.
22. The viewers prepared a Benefits and Damages Statement outlining the basis of their benefits and damages determinations. The Benefits and Damages Statement is attached as Exhibit B.
23. The viewers reviewed all property within the drainage areas of the drainage system as part of the redetermination of benefits process.

24. The viewers determined the amount of damages to be paid for the acquisition of property for the establishment of best management practices, including grass strips, necessary to control erosion, sedimentation, improve water quality, or maintain the efficiency of the drainage system as required under statutes section 103E.021. The viewers compared sales in the area in arriving at an average sales price used in establishing a payment rate.
25. The viewers used maps, LIDAR data and other information, along with visual inspection of the watershed of the drainage system to determine the boundaries of the benefiting area.
26. Within the watershed of the drainage system, the viewers paid particular attention to altered land use and drainage alterations which facilitate the removal of water from property directing it to the drainage system.
27. To determine the economic benefit to lands deriving a drainage benefit from the drainage system, the viewers conducted a condition comparison comparing the expected, pre-ditch, unaltered state of the watershed to the existing, altered and improved condition of the watershed. The viewers used this comparison in determining the increased market value of the properties receiving a direct drainage benefit.
28. Based on their detailed observations, the viewers determined benefit classifications, classified acres and assigned economic benefit on a per acre basis.
29. The viewers determined that some acres within the watershed of the drainage system, i.e. existing wetlands and non-contributing basins, received no benefit from the drainage system.
30. The viewers accounted for the efficiency of the drainage system, as designed, and the proximity of lands to and the elevations of lands above the ditch.
31. The viewers applied an economic analysis using sales and income approaches to determine the increased value to each classification acre based on the drainage benefit provided by the drainage system.
32. The viewers determined the amount of economic benefit to property benefited immediately by the drainage system, or for property for which the drainage system can become an outlet for drainage, make an outlet more accessible, or otherwise directly benefit the property.

33. The viewers determined that the drainage system draws off water from lower, previously assessed lands, thereby allowing drainage from unassessed lands to flow more readily and escape faster, thus preventing damage to the previously assessed lands, and such drainage constitutes a drainage benefit.
34. The viewers determined economic benefits based on: {1) an increase in the current market value of the property as a result of constructing the project; {2) an increase in the potential for agricultural production as a result of constructing the project; or (3) an increased value of the property as a result of a potential different land use.
35. Within the watershed of the drainage system, the viewers determined benefits on property that is responsible for increased drainage system maintenance, or increased drainage system capacity because the natural drainage on the property has been altered or modified to accelerate the drainage of water from the property.
36. Owners of property affected by the redetermination offered comments regarding the nature and amount of benefit determined by the viewers.
37. The viewers addressed the concerns of each property owner as they related to the value of benefit or damage and the methods used by the viewers.
38. The viewers kept an accurate account of all time engaged in viewing and examination; the nature and kind of work done performed; the days each viewer was engaged in said works; the amount charged per day by each viewer; and every item of expense incurred by the viewers in said work.
39. The viewers' account of work has been filed with the drainage authority.
40. Upon review of information provided to the Drainage Authority during the public hearing, the Drainage Authority further finds and confirms that the benefits and damages determined in the original proceedings as well as the benefited and damaged areas determined in the original proceedings, do not reflect current, existing, actual benefits and benefited areas.
41. Based on the record before it, and the comments of those present at the hearing, the Drainage Authority determines that the redetermined benefits, as reflected in the Viewers' Report at Exhibit A are proper, reasonable and conform to the drainage code.

Order

- A. The redetermined benefits on CD 16, the amended Viewers' Report and the Benefits and Damages Statement, prepared by the viewers and attached hereto as Exhibits A and B are hereby adopted by the Drainage Authority.
- B. The viewers are allowed payment of their account of work.
- C. The County Auditor shall ensure that the redetermined benefits replace the existing benefits previously determined for the ditch.
- D. The damages for the acquisition of the grass buffer area shall be paid and the grass buffer areas established as required by statute.
- E. The Drainage Authority staff is directed to work with the County Recorder's office to ensure that the drainage system and the grass buffer area acquisition is reflected on the property record of affected landowners.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order and there were 5 yeas and 0 nays.

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

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved to seek funding from the State Park Road Account for the Clear Lake Lane Project.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved to set the bid opening date for the CSAH 7 Bridge project for December 4, 2015 at 1:15 p.m.

There were 3 bids received for the 4H building remodel project:

Malterer Mechanical	\$ 42,500
TEK Service, Inc.	\$ 43,452
Javens	\$102,290

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved the bid from Malterer Mechanical in the amount of \$42,500.

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, November 3, 2015 at 9:00 a.m.

ATTEST:

Le Sueur County Administrator

Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, October 27, 2015

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.
 - The Le Sueur County Board of Commissioners met in regular session on Tuesday, October 27, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfiing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Darrell Pettis and Brent Christian were also present.
 - The Board approved the agenda for the business of the day. (Connolly-King)
 - The Board approved the consent agenda: (Rohlfiing-Gliszinski)
 - Approved the October 20, 2015 County Board Minutes and Summary Minutes
 - Approved the CD #23 Repair Request
 - Approved the CD #38 Repair Request
 - Approved the CD #56 Repair Request
 - The Board approved and authorized the Chair to sign a Memorandum of Agreement between Le Sueur County and the University of Minnesota for providing Extension programs locally and employing Extension staff. (King-Rohlfiing)
 - The Board approved the dispersal of funds in the amount of \$11,800 for the planning of the Ottawa Stone Church restoration project. (King-Rohlfiing)
 - The Board approved the recommendation to accept the resignation request from Charlie Anderson, full time Highway Maintenance Worker in the Highway Department, effective November 6, 2015. (King-Rohlfiing)
 - The Board approved the recommendation to post and advertise for a full time Highway Maintenance Worker in the Highway Department as a Grade 6, Step 1 at \$17.07 per hour. (Gliszinski-Connolly)
 - The Board approved the recommendation to accept the resignation request from Robert Petrasek, part time Jailer/Dispatcher in the Sheriff's Office, effective October 25, 2015. (Rohlfiing-King)
 - On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to advertise for a part time Jailer/Dispatcher the Sheriff's Office, Grade 6, Step 1 at \$17.07 per hour.
 - The Board approved the recommendation to transfer Sierra Copp from a part time Jailer/Dispatcher in the Sheriff's Office, Grade 6, Step 2 at \$17.69 per hour to a full time Jailer/Dispatcher in the Sheriff's Office, Grade 6, Step 2 at \$17.69 per hour. (Gliszinski-King)
 - The Board approved the recommendation to advertise for a part time Jailer/Dispatcher the Sheriff's Office, Grade 6, Step 1 at \$17.07 per hour. (Rohlfiing-Connolly)
 - The Board approved Lance Wetzel, Board Chairman to recess the Board Meeting and call the Public Hearing for the County Ditch 16 Redetermination of Benefits to order at 9:35 a.m. (Rohlfiing-King)
 - The Board approved to close the public hearing at 10:30 a.m. (Rohlfiing-Connolly)
 - The Board approved the recommendation by John Kolb to accept the Findings and Order for Adopting Redetermined Benefits for County Ditch 16. (King-Rohlfiing)
 - The Board approved to seek funding from the State Park Road Account for the Clear Lake Lane Project. (Connolly-Gliszinski)

 - On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved to set the bid opening date for the CSAH 7 Bridge project for December 4, 2015 at 1:15 p.m. (Connolly-Gliszinski)
 - The Board approved the bid from Malterer Mechanical in the amount of \$42,500 for the 4H Building project. (King-Rohlfiing)
 - The Board adjourned until Tuesday, November 3, 2015 at 9:00 a.m. (Connolly-King)
- ATTEST: Le Sueur County Administrator Le Sueur County Chairman

REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 29 located in Derrymane 14 township(s).

Signed

Address & Phone No.

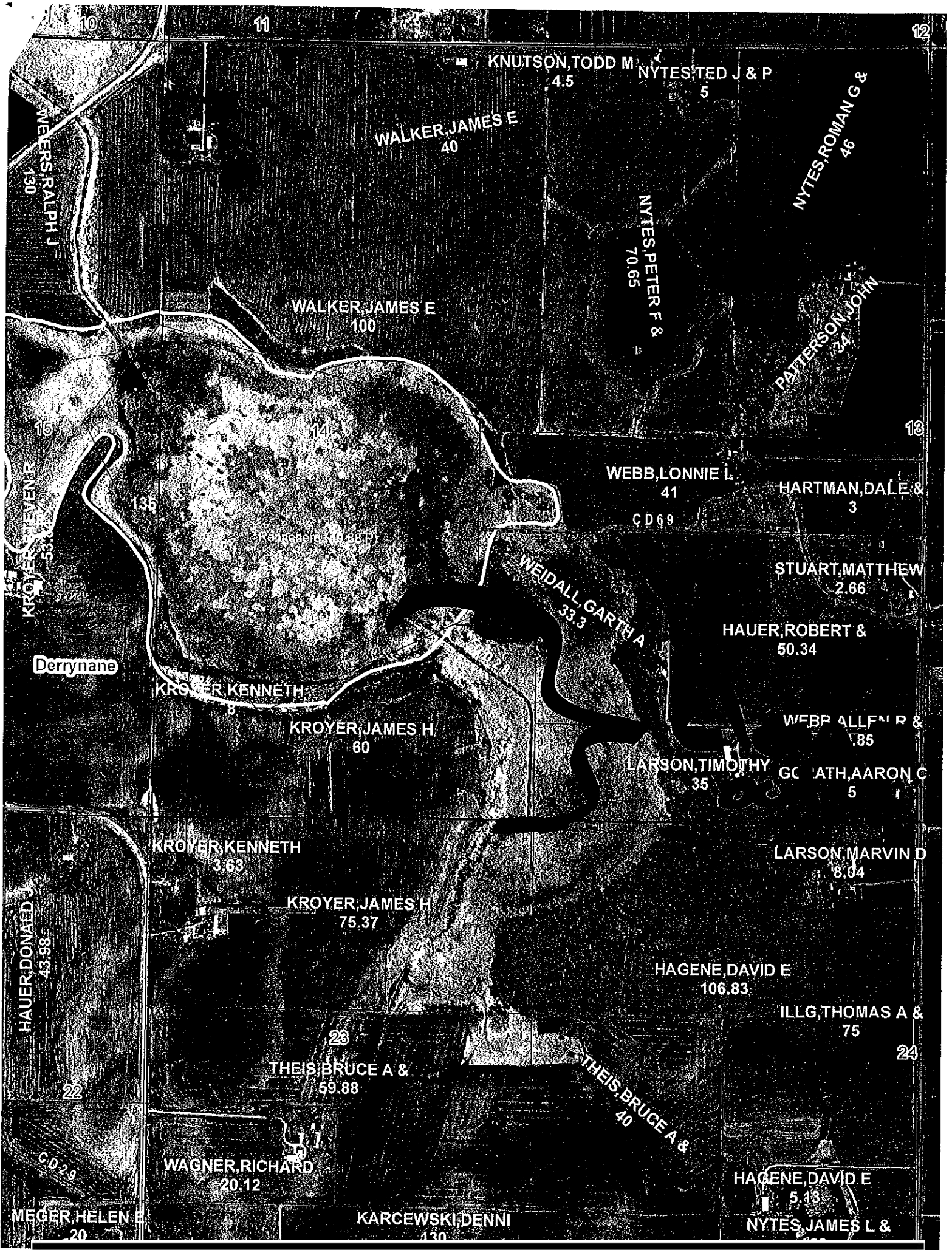
Dennis Korcewski

31649 21st Ave 507-364-5486

Date: 4-30-15

Description of problem: update drainage at start of ditch 28 - for extra drainage from Theis + Korcewski Farms - clean out ditch prior to lake 2.

Needs to be cleaned
Roger Kubler
10-26-15



REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # 46 located in MONTGOMERY township.

Signed	Address/Phone #
<u>Gene Krauthamer</u>	<u>38300 165TH AVE MONTGOMERY</u> <u>507-364-8740</u>
_____	_____
_____	_____
_____	_____

Date: 10-28-15

Description of problem: SLIDES IN CROPLAND AND

CLEAN ALL OF PASTURE DEEP ~~WH~~

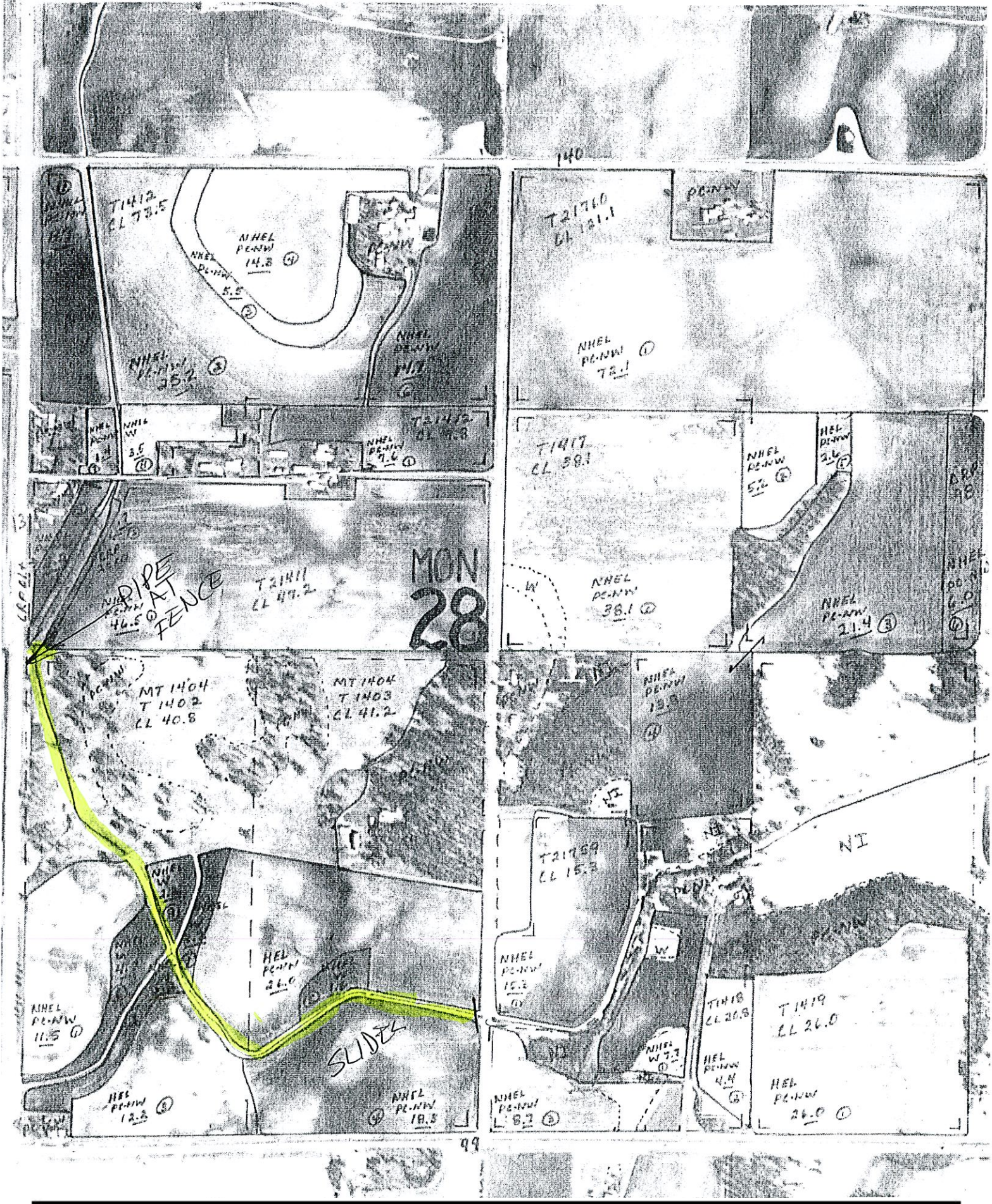
CATTLE FILLING IT IN.

ALSO, CULVERT AT FENCE HAS OUTLET TOO HIGH

Needs cleaning & repair.

Roger Ruben

W= Wetland FW= Farmed Wetland EW= Erosion-Wetland	NHE= Non-Inventory CW= Converted Wetland NA= Non-Agricultural AM= Artificial Wetland	NEH= Non-Inventory NHE= Non-Inventory NHE= Non-Inventory NHE= Non-Inventory	NHE= Non-Inventory NHE= Non-Inventory NHE= Non-Inventory NHE= Non-Inventory	COUNTY LE SUEUR	ROTC SCALE	REPR JOE/ED 2001	CROP YEAR 2001	PHOTO NO. H6-LS
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REPAIR REQUEST

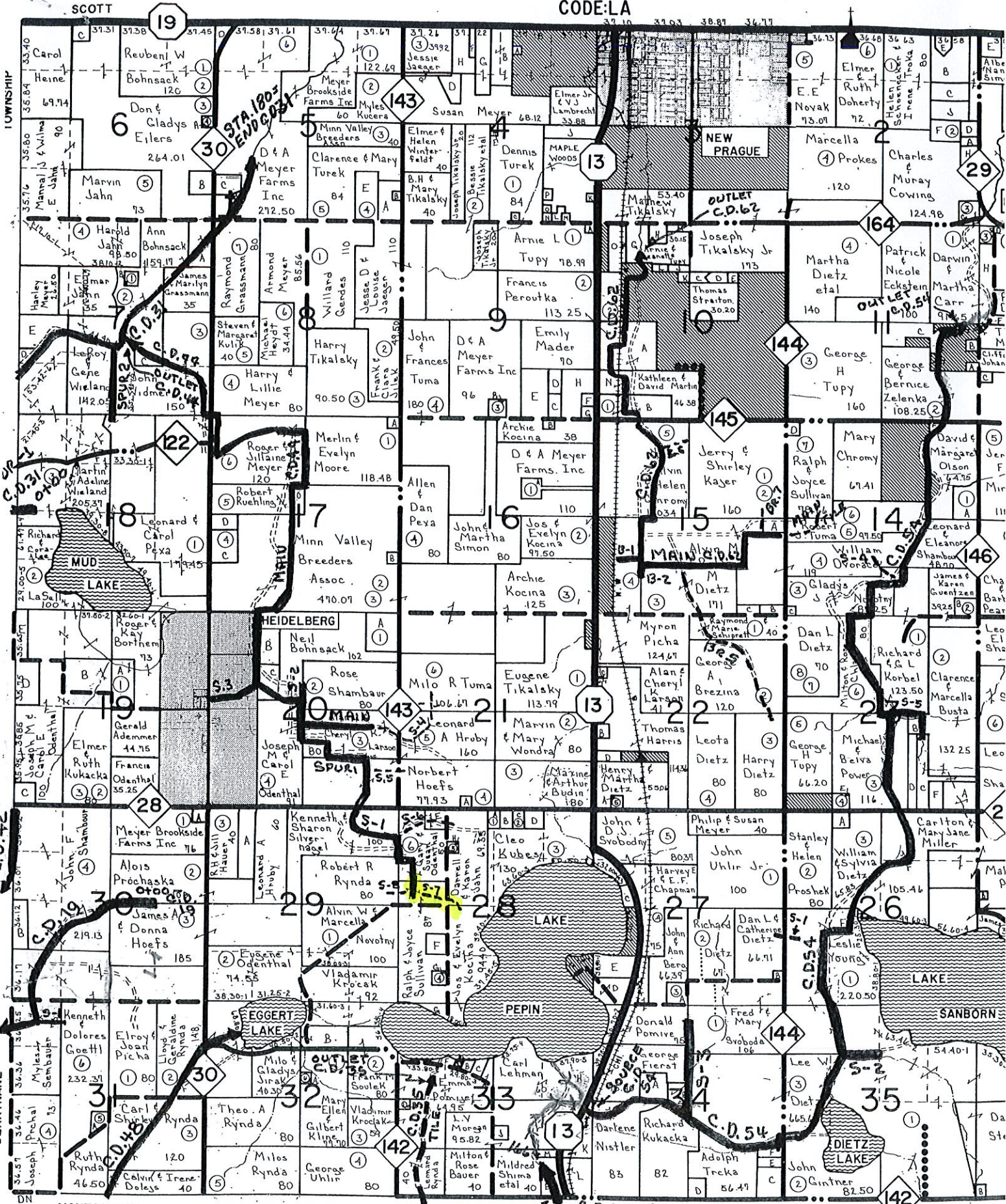
We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # 44 & S-7 located in section 29 Lonsburgh township.

Signed	Address/Phone #
<u>Chris Hayes</u>	<u>217 7298</u>
_____	_____
_____	_____
_____	_____

Date: 11-2-15

Description of problem: County Tile Needs Repair
Broken Tile & Ditch Slide Needs
Repair

Needs to be repaired
Progn. Hubbard
11 2 15



SMALL TRACT OWNERS

SEE SMALL TRACT SECTION FOLLOWING TOWNSHIP MAPS



REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # JD 1 located in Section 33 Blakeley township(s).
Lat 1

Signed

Address & Phone No.

Merlin J. Stier 15490 W. 280th St.

Bella Plaine Minn 56011

507 665-2931

Date: 11-2-15

Description of problem: A. Surface inlet was put in last spring & is now eroding ditch bank on other side. Roger Rukland looked at it & said it needs fabric & rocks on that side.

Needs repair.
Roger Rukland
11-2-15

over

B. Needs a 18" Pipe & stand pipe for surface inlet, because it is washing over ditch bank all long Ditch Bank

C. Has a surface inlet but needs a stand pipe to get ready for Buffer Strips.

D. Needs ditch clean out in low areas because of clarks Lake being drained.

Le Sueur County, MN





Le Sueur County, MN

Tuesday, November 3, 2015

Board Meeting

Item 2

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

Staff Contact:



Le Sueur County, MN

Tuesday, November 3, 2015

Board Meeting

Item 3

9:15 a.m. Kathy Brockway, Zoning Administrator (5 minutes)

BWSR- Natural Resources Block grant

Staff Contact: Kathy Brockway - Environmental and P & Z Director



**FY 2016 & 2017 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
NATURAL RESOURCES BLOCK GRANT AGREEMENT**

Vendor:	0000197299	VN#:	
PO#:	3000006224	Date Paid:	

Amount	Account Code	Fund Code	Financial Department ID	Appropriation Code	FY	Appropriation Description
\$13,501	441302	1000	R9P32LWP	R9PNRB5	2016	Local Water Management
\$16,447	441302	1000	R9P32WCA	R9PNRB5	2016	Wetland Conservation Act
\$5,017	441302	1000	R9P32SLD	R9PNRB5	2016	DNR Shoreland
\$18,600	441302	2001	R9P32SST	R9PNRS3	2016	MPCA SSTS
\$5,000	441302	2001	R9P32SST	R9PNRS3	2016	MPCA SSTS Incentive

For BWSR Use Only

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

<i>This grant is for the following Grant Programs :</i>		
P16-6344	2016 - Local Water Management - NRBG (Le Sueur County)	\$13,501
P16-9211	2016 - Wetland Conservation Act - NRBG (Le Sueur County)	\$16,447
P16-6994	2016 - Shoreland-NRBG (Le Sueur County)	\$5,017
P16-1354	2016 - Septic Treatment Systems - NRBG (Le Sueur County)	\$18,600
P16-6001	2016 - Septic Treatment Systems Incentive - NRBG (Le Sueur County)	\$5,000

Total Grant Awarded: \$58,565

Recitals

- The Laws of Minnesota for 2015, 1st Special Session, in Chapter 4, Article 3, Section 4, appropriated LWM, WCA, and DNR Shoreland FY 2016 Natural Resources Block Grant (NRBG) funds to BWSR.
- The MPCA transferred to BWSR funds for their 2016 SSTS Programs to be allocated with the FY 2016 NRBG;
- Minnesota Statutes 103B.101, subd. 9 (1), and 103B.3369, subd. 5 authorize the Board to award grants.
- The Grantee has met the criteria established by statute, the Board, the DNR, and the MPCA and is eligible to receive NRBG grant funds.
- The Grantee has agreed to appropriate the required local match.
- The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.
- As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Wayne Zellmer, BWSR Grants Coordinator, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-7361, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is

TITLE	Joshua Mankowski
ADDRESS	88 South Park Ave.
CITY	Le Center MN 56057
TELEPHONE NUMBER	507-357-8538

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

Grant Agreement

1 Term of Grant Agreement

- 1.1 Effective date:** The date the State obtains all required signatures under Minnesota Statute 16B.98, Subd.5, whichever is later. **The Grantee must not begin FY 2016 work under this Grant Agreement until this agreement is fully executed**

and the Grantee has been notified by the State's Authorized Representative to begin the work. The Grantee must not begin work under FY 2017 grants until Grantee has received Notice of Payment from BWSR.

- 1.2 The Grantee and BWSR signatures below signify approval to the terms of this Agreement for FY 2016 and the yet to be determined FY 2017 Natural Resources Block Grants.
- 1.3 **Expiration date:** December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.4 **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant contract: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue; 15. Intellectual Property Rights.

2 Grantee's Duties

The Grantee is responsible for the specific duties for the NRBG, as follows:

- 2.1 **Match:** The Grantee's participation in the NRBG is conditioned upon Grantee expenditures to match the NRBG as required by the Board.
- 2.2 **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1 The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2 The Grantee must display on its website the previous calendar year's detailed information on the expenditure of grant funds and measurable outcomes as a result of the expenditure of funds according to the format specified by the Board, by March 15 of each year.
 - 2.2.3 The Grantee will submit a final progress report to the Board by February 1, 2019. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.4 A late or incomplete annual progress or final report will result in the withholding of any future NRBG allocations.
- 2.3 **Compliance:** The Grantee will comply with Minnesota Statutes Section 103B.3361 through 103B.3369 (LWP), Minnesota Rules Chapter 8420 (WCA); Minnesota Statutes Section 103F.201 and Minnesota Rules Chapter 6120 (Shoreland) and have a DNR approved shoreland ordinance; Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Comprehensive Water Planning, Wetland Conservation Act, Shoreland Management, and Subsurface Sewage Treatment Systems.
- 2.4 **Wetland Conservation Act Funds Transfer:** As required by the Board, the Grantee's participation in the NRBG is conditioned upon a transfer of funds to the Soil and Water Conservation District (SWCD) for Wetland Conservation Act activities, or such greater amount as agreed upon by the county and SWCD. This transfer must occur within 120 days of receipt of NRBG funds by the Grantee. This amount is listed on the BWSR website.

3 Time

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

4 Terms of Payment

- 4.1 Payment of the FY 2016 grant amount will be made in one installment promptly after execution of the Grant Agreement.
- 4.2 Payment of FY 2017 allocations for the above-stated grant programs will also be made under authority of this Grant Agreement promptly after July 1, 2017.
- 4.3 Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.
- 4.4 The Board must consult with the state agency responsible for administering the grant program before granting an amendment to the Grant Agreement, or a component thereof.
- 4.5 The obligation of the State under this Grant Agreement will not exceed the amount stated above for each grant program.
- 4.6 This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5 Conditions of Payment

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

The Minnesota Department of Administration's Office of Grants Management Policy on Grant Closeout Evaluation (Policy 08-13), requires the Board to consider a grant applicant's past performance before awarding subsequent grants to them. The Board must consider a grant applicant's performance on prior grants before making a new grant award of over \$5,000. The Board may withhold payment on this and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.

Grantees have the flexibility of determining the amount of grant *and* required match of these three Programs, to allocate to each of their programs locally. This is to provide needed spending flexibility for yearly fluctuations in workload and program activity in counties and SWCDs.

6 Assignment, Amendments, and Waiver

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

7 Liability

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

8 State Audits

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

- 8.1 The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to the NRBG, and match and grant expenditures, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant and match funds.
- 8.2 The Grantee or designated local unit of government implementing this Grant Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

9 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minnesota Statute 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

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

10 Workers' Compensation

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

11 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings

out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12 Termination

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

13 Data Disclosure

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

14 Prevailing Wage

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

15 Intellectual Property Rights

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby for FY 2016 and FY 2017 Natural Resources Block Grants.

**Approved:
Le Sueur County**

Board of Water and Soil Resources

BY:	_____
	(print)

	(signature)
TITLE:	_____
DATED:	_____

BY:	_____
TITLE:	_____
DATED:	_____

Attachment: FY 2017 Addendum – Notice of Payment (To be provided after July 1, 2016.)



Le Sueur County, MN

Tuesday, November 3, 2015

Board Meeting

Item 4

9:20 a.m. Pam Simonette, Auditor-Treasurer (10 min)

RE: Farm Lease

Staff Contact:

FARM LEASE

THIS AGREEMENT, Made this 3rd day of November, 2015, by and between the County of Le Sueur, party of the first part, LESSOR, and Dave and Krista Woestehoff, party of the second part, LESSEE.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease and Let unto the said party of the second part, the following described premises situated in the County of Le Sueur, and State of Minnesota, viz:

47.92 acres in Section 6, Tyrone Township , Le Sueur County, Minnesota.

Of which described premises the Lessee hereby agrees to plow and put in crops not less than 47.92 acres each year during the continuance of this Lease. Lessee shall follow "River Friendly Practices" as set by the Department of Natural Resources.

To have and to hold, the above rented premises unto the said Lessee, its heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of two (2) years from and after the 20th day of October, 2015, the term of this Lease ending the 20th day of October, 2017. Lessee has right to remove crop after October 20th, 2017 if weather conditions do not permit him to do so by that date.

And the Lessee agrees to and with the said Lessor to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of Twenty-Three Thousand Nine Hundred and Sixty dollars and zero cents (\$23,960.00) at Le Center, Minnesota, as follows:

\$ 11,980.00 on or before April 15th, 2016

\$ 11,980.00 on or before April 15th, 2017

And it is Further Agreed, By and between the parties as follows: That should the said Lessee fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said the Lessor may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entry working a forfeiture of the rents to be paid by the said Lessee for the full term of this Lease. That if the Lessor sells said premises during the life of this Lease and before the crop is in the ground, and desires to give possession to the purchase, that the Lessee will forthwith surrender possession of said leased premises upon the payment to him of \$8.00 per acre for each acre of said premises newly plowed by said Lessee at the time said possession is demanded; if sold after the crop is in, then said Lessee shall have the right to remove such crop when ready to be harvested. That if said Lessor sells said premises during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-following, cultivating or otherwise improving any part of said premises not in actual cultivation by said Lessee, and without such entry working any forfeiture of the rents herein agreed to be paid. That if the said Lessee remains in possession of said premise after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said Lessor, which may be terminated upon ten days' notice, given by the said Lessor in writing,

either delivered to the Lessee to sent to him in a sealed envelope, duly stamped and directed to him.

And the said Lessee also covenants and agrees to and with the said Lessor, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said Lessor and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said Lessor, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said Lessee also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to protect the shade trees thereon, and not to cut any green trees and to commit no waste or damage on said real estate and to suffer none to be done; and further agrees not to remove any straw from said farm.

The part of the second part is also to destroy all Russian thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the time prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the first part or his agent shall have the right to enter upon said premised at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

And the said Lessor covenants that the said Lessee, on paying the rent and performing the covenants aforesaid, shall peaceable and quietly have, hold and enjoy the said remised premises. In the events of any rents due hereon being collected by suit, the Lessee further agrees to pay all expenses which may be incurred thereby.

As security for the payment of the rents herein specified and the faithful performance and strict fulfillment of all the covenants of said second party in the lease contained, said second part does hereby grant a security interest to said first party in all crops grown or growing on said premises during the term of this lease and in products and contracts rights with respect thereto and all proceeds of each. Upon any default on the part of said second party in paying said rent or in performing any of the covenants of this lease, and at any time thereafter, said first party shall have, in addition to the rights and remedies granted hereby, all rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, and said first party may require said second party to assemble said property and make it available to said first party at a place to be designated by said first party that is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorney's fees and legal expenses of said first party.

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands the day and year hereinbefore written.

County of Le Sueur

Dave Woestehoff, Lessee

By _____

Its _____

Krista Woestehoff, Lessee

Le Sueur County & David & Krista Woestehoff
FSA Consent Form

I, Darrell Pettis, County Administrator, hereby certify that Le Sueur County is owner of farm #5373. The Le Sueur County Board of Commissioners by resolution on November 3, 2015 rented this farm to David & Krista Woestehoff for the time period of January 1 2016 through December 31, 2017. I acknowledge that the operator will receive program benefits from the Direct and Counter Cyclical Programs and other Farmers Service Agency Programs.

I am aware that if any changes occur in this consent agreement, I will notify the FSA Office.

Witness our hands to this owner-operator agreement.

David J. Woestehoff
Operator

Date

Krista R. Woestehoff

Date

Le Sueur County
By: Darrell Pettis, County Administrator

Date



Le Sueur County, MN

Tuesday, November 3, 2015

Board Meeting

Item 5

9:30 a.m. Human Resources (10 min)

Staff Contact:



Human Resources

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

HUMAN RESOURCES AGENDA ITEMS November 3, 2015

Recommendation to accept the resignation request from Kathy Gray, part time Homemaker in Public Health, effective November 9, 2015. Kathy has been employed with Le Sueur County since June 2015.

Recommendation to advertise for a part time Homemaker in Public Health as a Grade 1, Step 1 at \$12.76 per hour.

Recommendation to hire Heather Gilhousen, full time Deputy Auditor-Treasurer II-Motor Vehicle Specialist in the Auditor-Treasurer's Office, as a Grade 6, Step 1 at \$17.07 per hour, effective November 16, 2015.

Recommendation to hire Becky Factor, part time Administrative Assistant II in the Victim Witness Department, as a Grade 4, Step 2 at \$15.75 per hour, effective November 4, 2015.

Recommendation to promote Andy Jindra, full time Mechanic I in the Highway Department, Grade 7, Step 8 at \$23.16 per hour to a full time Mechanic II – Shop Foreman in the Highway Department, Grade 8, Step 8 at \$24.55 per hour, effective November 4, 2015.

Recommendation to post and advertise for a full time Mechanic I in the Highway Department, Grade 7, Step 1 at \$18.09 per hour.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, November 3, 2015

Board Meeting

Item 6

9:40 a.m. Cindy Shaughnessy, Public Health Director (10 min)

Staff Contact:



LE SUEUR COUNTY PUBLIC HEALTH

Public Health
Prevent. Promote. Protect.

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

Le Sueur County Board of Commissioners Meeting
November 3, 2015

Cindy Shaughnessy, Public Health Director

Agenda:

- 1) Request approval to purchase equipment – quote attached**
 - Second computer monitor for Waiver Team case managers
 - Extra power adapter cords for taking laptops out in field

- 2) Application submitted for MDH Scholarship Grant program**
 - Office of Rural Health offering competitive grants for scholarships to providers of Home & Community Based Services i.e. home care services, adult day care, etc.
 - Applied for \$21,377 scholarship to fund one home care nurse completing the RN to BSN degree program and one homemaker to take the Home Health Aide certification course
 - Request approval to accept the grant if it is selected by MDH

- 3) Flu Vaccination Clinics update**
 - Community Clinics and Business clinics are completed
 - County Employee Flu Shot Clinic Nov. 3rd – flyer attached
 - Vaccine for the free School Located Vaccination clinics arrived this week (1,900 doses). Scheduling the clinics with schools is in process. Public Health will exercise Mass Dispensing Plans as part of these clinics. Flyer attached.
 - **Flu Shots for County Commissioners following the Board meeting today! Come up to third floor when you are finished.**

- 4) Other**



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

ITsavvy LLC
 313 South Rohlwing Road
 Addison, IL 60101
 www.ITsavvy.com

Quote Details	
Quote #:	2782546
Date:	10/29/2015
Payment Method:	Net 30 Days
Client PO#:	
Shipping Method:	Ground

Bill To:
 Le Sueur County
 Accounts Payable
 88 S Park Ave
 Le Center, MN 56057
 507-357-8286

Ship To:
 Le Sueur County
 Jeff Neisen
 88 S Park Ave
 Le Center, MN 56057-1658
 United States
 507-357-8286

Client Contact:
 Jeff Neisen
 (P) 507-357-8286
 jneisen@co.le-sueur.mn.us

Client Executive:
 Jason Hawkins
 (P) 630.396.6318
 (F) 630.396.6322
 jhawkins@ITsavvy.com

Description: Monitors/Power Adapters

Item Description	Part #	Tax	Qty	Unit Price	Total
1 Planar PLL2210W LED monitor - 22" - 1920 x 1080 FullHD - 250 cd/m2 - 1000:1 - 5 ms - DVI-D, VGA - black - with 3-Years Warranty Planar Customer First Manufacturer Part #: 997-6897-00	13810375	Y	7	\$118.00	\$826.00
2 HP Slim Power adapter - 90 Watt - United States - Smart Buy - for HP 250 G2; ProBook 640 G1, 645 G1, 650 G1, 655 G1; ZBook 14, 15 Manufacturer Part #: H6Y83UT#ABA	14863221	Y	2	\$56.00	\$112.00

Subtotal:	\$938.00
Shipping:	\$0.00
Tax:	Exempt
TOTAL:	\$938.00

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at www.ITsavvy.com/termsandconditions, shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____

A decorative illustration on the left side of the slide features a black vine with green leaves and a large orange pumpkin with a green stem. The vine extends from the top left, down to the pumpkin, and then continues horizontally across the bottom of the slide.

County Employee Flu Shots

Tuesday, November 3rd

2:30-4:00pm

Commissioner's Room

Please bring your Health Insurance card

(Free to employees without health insurance coverage)

Wear a short sleeve shirt

Le Sueur County Public Health

BACK BY POPULAR DEMAND

Le Sueur County Public Health Flu Fighting Team



Is coming to YOUR school
Fall of 2015

With **FREE** Seasonal Flu Shots for:
Students K-12

Quadrivalent Vaccine = One Shot
(Protects against 4 strains of the flu)
The vaccine will be available by
injection ONLY!

Stay Tuned!

More information and dates for the FREE clinics will
be made available soon!

Parents must provide written consent!



Flu Facts:

- ⇒ In 2009, Le Sueur County Public Health visited 13 School Buildings to provide influenza immunizations.
- ⇒ A "Flu season" in the United States can begin as early as October and last as late as May.
- ⇒ Influenza is a serious disease that can lead to hospitalization and sometimes even death.
- ⇒ Many children do not get the flu because they get immunized
 - ⇒ School Vaccinations are convenient for parents... no special trips to the clinic!

In 2015– Special Federal Funding will allow Public Health to provide free vaccine to schools.

Remember to fight the flu every day:

- ⇒ Cover your cough with your sleeve or a tissue
- ⇒ Wash hands thoroughly and often with warm soap and water (or use hand sanitizer)
- ⇒ Stay home from work, school and the MALL when you are ill

Keep children home from daycare and school when



Le Sueur County, MN

Tuesday, November 3, 2015

Board Meeting

Item 7

9:50 a.m. Vicki Walechka (5 min)

RE: Grant Agreement

Staff Contact:



Minnesota Department of Public Safety (“State”) Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Crime Victim Services 2016 Grant Agreement No.: A-CVS-2016-LESUEAO-00062
Grantee: Le Sueur County Attorney's Office 88 South Park Avenue PO Box 156 Le Center, Minnesota 56057	Grant Agreement Term: Effective Date: 10/1/2015 Expiration Date: 9/30/2016
Grantee’s Authorized Representative: Vicki Walechka, Coordinator Le Sueur County Attorney’s Office-Victim/Witness Prog 88 South Park Avenue Le Center, Minnesota 56057 (507) 357-8512	Grant Agreement Amount: Original Agreement \$75,200.00 Matching Requirement \$6,519.00
State’s Authorized Representative: Jean Miller, Grant Manager Crime Victim Services 445 Minnesota Street Suite 2300, Bremer Tower St. Paul, Minnesota 55101 (651) 201-7328	Federal Funding: CFDA 16.575 State Funding: Minnesota Laws of 2015, Chapter 65, Article 1, Section 11, Subdivision 6 Special Conditions: Attached and incorporated into this grant agreement. See page 3.

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

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

The Grantee, who is not a State employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Crime Victim Services 2016 Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Crime Victim Services 2016 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<http://app.dps.mn.gov/Egrants>), which are incorporated by reference into this grant agreement.

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

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



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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Agreement No. A-CVS-2016-LESUEAO-00062/ 3-37152

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
States’ Authorized Representative



Special Conditions

1. Special Duties:

\$75,200 for general crime services in Le Sueur County.

Budget Summary

Budget Category	VOCA-Eligible	Other	Match
Personnel			
Administrative Assistant 1: Victim - Witness	\$4,608.00	\$0.00	\$0.00
Victim/Witness Coordinator	\$42,000.00	\$0.00	\$6,519.00
Total	\$46,608.00	\$0.00	\$6,519.00
Payroll Taxes & Fringe			
Payroll Taxes & Fringe	\$12,392.00	\$0.00	\$0.00
Total	\$12,392.00	\$0.00	\$0.00
Travel & Training			
Travel & Training	\$2,200.00	\$0.00	\$0.00
Total	\$2,200.00	\$0.00	\$0.00
Office & Program Expenses			
Office & Program Expenses	\$6,000.00	\$500.00	\$0.00
Total	\$6,000.00	\$500.00	\$0.00
Equipment Purchases			
Equipment Purchases	\$6,500.00	\$0.00	\$0.00
Total	\$6,500.00	\$0.00	\$0.00
Direct Client Assistance			
Direct Client Assistance	\$0.00	\$1,000.00	\$0.00
Total	\$0.00	\$1,000.00	\$0.00
Total	\$73,700.00	\$1,500.00	\$6,519.00



Le Sueur County, MN

Tuesday, November 3, 2015

Board Meeting

Item 8

9:55 a.m. Darrell Pettis, Administrator/Engineer

RE: Request to refund CSAH 50 in Elysian

RE: County Ditch 58 bids

RE: Le Sueur/St. Peter Municipal Utilities Agreement

RE: Snowmobile Maintenance Grant Agreement

RE TH 19 HSIP Project

RE: CAL License

RE: Transit

RE: County Ditches

Staff Contact:



Building a Better World
for All of Us®

October 16, 2015

RE: City of Elysian
2016 Street and Utility Project
SEH No. ELYSI 133849 14.00

Darrell Pettis
County Engineer / Administrator
Le Sueur County
88 South Park Ave
Le Center, MN 56057

Dear Mr. Pettis:

The City of Elysian is currently in the feasibility report stage of planning the first phase of a capital improvement plan that involves improvements to the City's streets, sanitary sewer, storm sewer, and water main. The first phase of the project is planned for the 2016 construction season.

The City is requesting that Le Sueur County partner with the City to add the single block of CSAH 50 (5th St SW from TH60 to West Main St.) to its 2016 Capital Improvements Plan so the reconstruction will coincide with the City's planned infrastructure replacement. The estimated cost associated with the described portion of CSAH 50 is \$150,000 for street and storm sewer reconstruction. This includes 10% contingency and 25% project related costs. More detailed cost estimates will be prepared as part of the Feasibility Report to be prepared this fall.

Please feel free to contact me with any questions you may have regarding this request.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink, appearing to read "Chris Cavett", written over a white background.

Chris Cavett, PE
City Engineer

LI

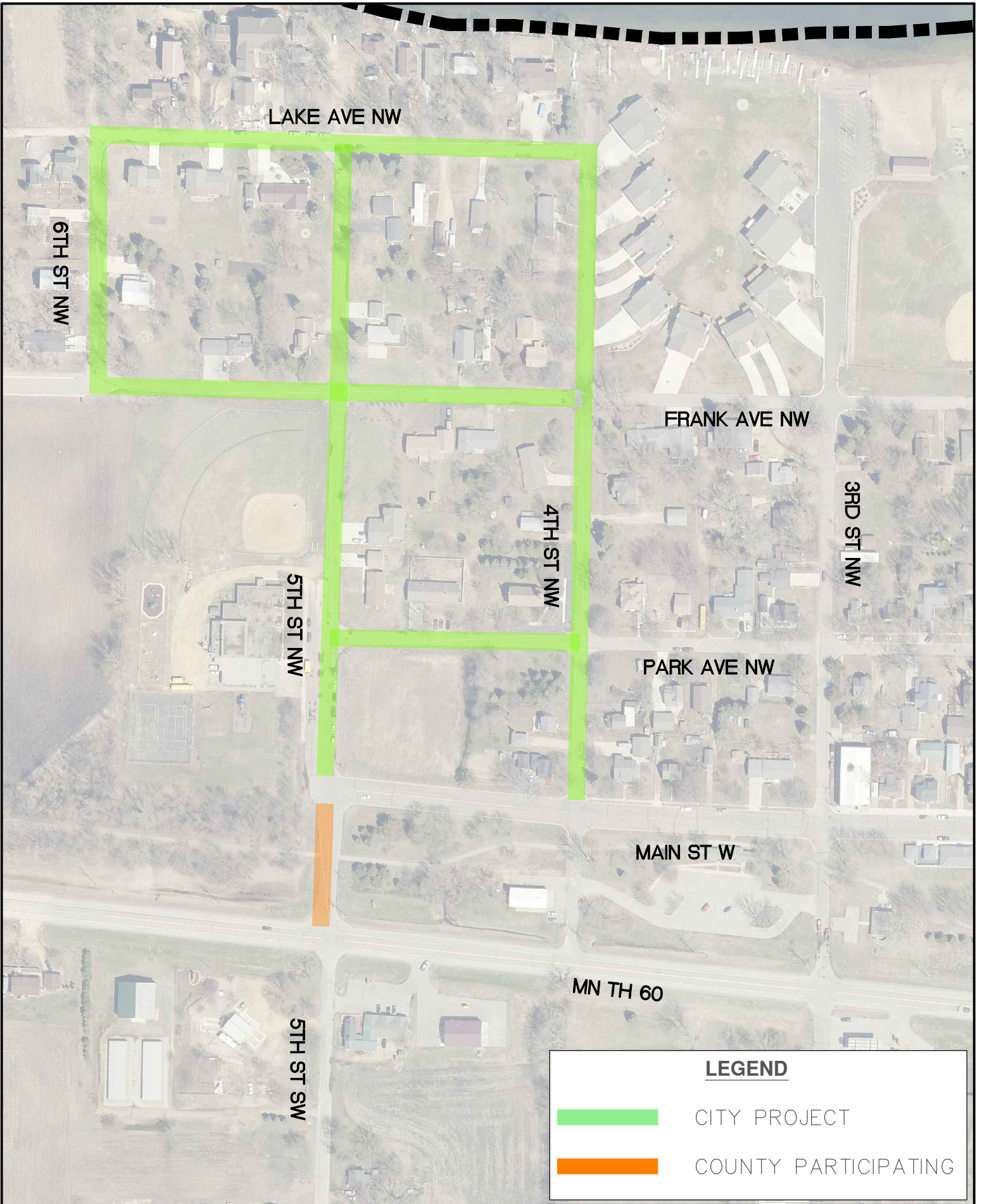
Attachment: Project Area Map

c: Lorri Kopischke, City Administrator
Lee Istvanovich, Project Engineer

p:\ae\elysi\133849\1-gen\14-corr\le sueur county\project request 10-16-15.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 12 Civic Center Plaza, Suite 2088, Mankato, MN 56001-7787
SEH is 100% employee-owned | sehinc.com | 507.388.1989 | 877.316.7636 | 888.908.8166 fax



2016 CAPITAL IMPROVEMENTS PROJECT

SEH
 PHONE: 877.316.7636
 12 CIVIC CENTER PLAZA
 SUITE 2088
 MANKATO, MN 56001-7787
 www.sehinc.com

ELYSIAN, MINNESOTA

FILE NO.
 ELYSI 126674

October 29, 2015



Le Sueur County Drainage Authority
Le Sueur County Courthouse
88 S Park Ave
Le Center, MN 56057

Re: Bids for Improvements to Le Sueur County Ditch No. 58

Commissioners:

Eight bids were received and opened online on October 27, 2015, for the repairs to County Ditch No. 58 in Cleveland Township; Le Sueur County. The low bidder was Dirt Merchant Inc. (DMI) from Mankato, Minnesota, with a base bid of \$121,952.52. The engineer's estimate prepared by I+S Group, Incorporated (ISG) was approximately \$146,094. The next low bidder was Selly Excavating with a bid of \$124,160. The highest bid was \$156,846. This project includes the repairs to Branch 2 of County Ditch No. 58 including tile and grass waterway repairs.

The bid credentials were checked and are in order. ISG has worked with DMI before and they have performed well. Per the requirements of 103E, ISG will make sure that the project specifications are met and the project is constructed properly. After the bid opening, the contractor had mentioned they plan on completing the project this fall starting in mid-November. Based on this, we recommend that DMI be awarded the work. The completion date is April 15, 2016.

Please contact us with any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Chuck J. Brandel". The signature is written in a cursive, slightly slanted style.

Chuck J. Brandel, P.E.

Enclosure

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

I+S GROUP



I+S GROUP

Item Code	Item Description	Unit	Quantity	Engineer Estimate		Dirt Merchant Inc.		Selly Excavating		Hodgman Drainage Company, Inc.		Vortex Drain Tiling LLC		Brunz Construction Company Inc		Land Pride Construction		Barnett Bros., Inc.		R.A.W. construction	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
2021.501	MOBILIZATION	LS	1	\$7,500.00	\$7,500.00	\$11,905.00	\$11,905.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$23,600.00	\$23,600.00	\$11,610.00	\$11,610.00
2021.601	TILE INVESTIGATION	HR	5	\$200.00	\$1,000.00	\$250.00	\$1,250.00	\$110.00	\$550.00	\$100.00	\$500.00	\$120.00	\$600.00	\$200.00	\$1,000.00	\$600.00	\$3,000.00	\$160.00	\$800.00	\$363.00	\$1,815.00
2104.501	REMOVE TREES	LS	1	\$3,200.00	\$3,200.00	\$2,445.00	\$2,445.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
2104.501	REMOVE 24" CMP CULVERT	LF	85	\$5.00	\$425.00	\$10.00	\$850.00	\$6.00	\$510.00	\$5.00	\$425.00	\$10.00	\$850.00	\$3.00	\$255.00	\$8.00	\$680.00	\$6.00	\$510.00	\$24.50	\$2,082.50
2104.501	CROSS EXISTING GAS MAIN	EA	1	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$900.00	\$900.00	\$3,294.00	\$3,294.00
2104.601	REMOVE EXISTING BRICK STRUCTURE	LS	1	\$500.00	\$500.00	\$350.00	\$350.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$250.00	\$250.00	\$500.00	\$500.00	\$740.00	\$740.00
2104.602	REMOVE 15" AGRICULTURAL TILE	LF	90	\$12.00	\$1,080.00	\$10.00	\$900.00	\$4.00	\$360.00	\$5.00	\$450.00	\$5.00	\$450.00	\$5.00	\$450.00	\$8.00	\$720.00	\$10.00	\$900.00	\$8.25	\$742.50
2105.501	COMMON EXCAVATION	CY	3700	\$3.75	\$13,875.00	\$5.00	\$18,500.00	\$2.10	\$7,770.00	\$5.00	\$18,500.00	\$2.00	\$7,400.00	\$6.00	\$22,200.00	\$1.00	\$3,700.00	\$6.00	\$22,200.00	\$2.70	\$9,990.00
2105.602	FIELD CROSSING RESTORATION	EA	2	\$1,200.00	\$2,400.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,800.00	\$3,600.00	\$250.00	\$500.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00
2412.602	BULKHEAD EXISTING TILE	EA	7	\$300.00	\$2,100.00	\$180.00	\$1,260.00	\$150.00	\$1,050.00	\$100.00	\$700.00	\$300.00	\$2,100.00	\$75.00	\$525.00	\$25.00	\$175.00	\$100.00	\$700.00	\$250.00	\$1,750.00
2501.515	FURNISH & INSTALL 24" RCP APRON	EA	4	\$875.00	\$3,500.00	\$835.00	\$3,340.00	\$700.00	\$2,800.00	\$850.00	\$3,400.00	\$650.00	\$2,600.00	\$430.00	\$1,720.00	\$1,250.00	\$5,000.00	\$650.00	\$2,600.00	\$616.16	\$2,464.64
2501.571	FURNISH & INSTALL 24" RCP CULVERT	LF	90	\$45.00	\$4,050.00	\$53.55	\$4,819.50	\$68.00	\$6,120.00	\$45.00	\$4,050.00	\$55.00	\$4,950.00	\$70.00	\$6,300.00	\$60.00	\$5,400.00	\$50.00	\$4,500.00	\$51.40	\$4,626.00
2502.511	8" AGRICULTURAL TILE	LF	840	\$17.00	\$14,280.00	\$9.00	\$7,560.00	\$16.00	\$13,440.00	\$17.00	\$14,280.00	\$18.00	\$15,120.00	\$12.00	\$10,080.00	\$20.00	\$16,800.00	\$10.00	\$8,400.00	\$17.88	\$15,019.20
2502.511	12" AGRICULTURAL TILE	LF	1220	\$21.00	\$25,620.00	\$14.55	\$17,751.00	\$19.50	\$23,790.00	\$21.00	\$25,620.00	\$20.00	\$24,400.00	\$18.00	\$21,960.00	\$22.00	\$26,840.00	\$15.00	\$18,300.00	\$19.92	\$24,302.40
2502.511	15" AGRICULTURAL TILE	LF	20	\$23.00	\$460.00	\$29.40	\$588.00	\$30.00	\$600.00	\$25.00	\$500.00	\$23.00	\$460.00	\$20.00	\$400.00	\$60.00	\$1,200.00	\$18.00	\$360.00	\$15.00	\$300.00
2502.511	18" AGRICULTURAL TILE	LF	1070	\$27.00	\$28,890.00	\$21.35	\$22,844.50	\$26.00	\$27,820.00	\$27.00	\$28,900.00	\$28.00	\$29,960.00	\$23.00	\$24,610.00	\$31.00	\$33,170.00	\$25.00	\$26,750.00	\$24.92	\$26,664.40
2502.511	24" AGRICULTURAL TILE	LF	70	\$36.00	\$2,520.00	\$32.95	\$2,306.50	\$35.00	\$2,450.00	\$42.00	\$2,940.00	\$30.00	\$2,100.00	\$40.00	\$2,800.00	\$40.00	\$2,800.00	\$30.00	\$2,100.00	\$31.27	\$2,188.90
2506.501	CONSTRUCT MNDOT STRUCTURE 4020-60	LS	1	\$5,000.00	\$5,000.00	\$2,740.00	\$2,740.00	\$4,200.00	\$4,200.00	\$4,500.00	\$4,500.00	\$5,800.00	\$5,800.00	\$3,600.00	\$3,600.00	\$3,360.00	\$3,360.00	\$5,700.00	\$5,700.00	\$3,985.00	\$3,985.00
2506.502	FURNISH & INSTALL 8" DROP INLET	EA	1	\$875.00	\$875.00	\$586.00	\$586.00	\$420.00	\$420.00	\$500.00	\$500.00	\$50.00	\$50.00	\$1,000.00	\$1,000.00	\$585.00	\$585.00	\$500.00	\$500.00	\$544.45	\$544.45
2506.502	FURNISH & INSTALL 12" DROP INLET	EA	2	\$950.00	\$1,900.00	\$678.00	\$1,356.00	\$510.00	\$1,020.00	\$750.00	\$1,500.00	\$75.00	\$150.00	\$1,000.00	\$2,000.00	\$681.00	\$1,362.00	\$800.00	\$1,600.00	\$656.70	\$1,313.40
2506.502	FURNISH & INSTALL 18" DROP INLET	EA	1	\$1,125.00	\$1,125.00	\$833.00	\$833.00	\$585.00	\$585.00	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$933.00	\$933.00	\$1,200.00	\$1,200.00	\$1,111.15	\$1,111.15
2506.602	12" CROSS-CONNECT W/30 LF OF SPECIFIED PIPE	EA	1	\$1,400.00	\$1,400.00	\$1,174.00	\$1,174.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$300.00	\$300.00	\$1,400.00	\$1,400.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,065.60	\$1,065.60
2506.602	CONNECT TO EXISTING TILE (LESS THAN 8")	EA	4	\$425.00	\$1,700.00	\$252.00	\$1,008.00	\$400.00	\$1,600.00	\$300.00	\$1,200.00	\$150.00	\$600.00	\$350.00	\$1,400.00	\$396.00	\$1,584.00	\$200.00	\$800.00	\$508.50	\$2,034.00
2506.602	CONNECT TO EXISTING TILE (8" AND LARGER)	EA	3	\$500.00	\$1,500.00	\$451.00	\$1,353.00	\$450.00	\$1,350.00	\$400.00	\$1,200.00	\$650.00	\$1,950.00	\$390.00	\$1,170.00	\$400.00	\$1,200.00	\$250.00	\$750.00	\$508.50	\$1,525.50
2511.501	RANDOM RIPRAP CLASS IV (ON TYPE 4 GEOTEXTILE FABRIC)	CY	135	\$75.00	\$10,125.00	\$77.40	\$10,449.00	\$70.00	\$9,450.00	\$60.00	\$8,100.00	\$90.00	\$12,150.00	\$60.00	\$8,100.00	\$100.00	\$13,500.00	\$95.00	\$12,825.00	\$112.89	\$15,240.15
2575.525	SEED MIX (33-262) WITH MULCH	AC	2.25	\$3,000.00	\$6,750.00	\$1,165.00	\$2,621.25	\$2,000.00	\$4,500.00	\$1,000.00	\$2,250.00	\$1,540.00	\$3,465.00	\$1,450.00	\$3,262.50	\$3,000.00	\$6,750.00	\$1,000.00	\$2,250.00	\$5,500.00	\$12,375.00
2573.530	INLET PROTECTION	EA	5	\$140.00	\$700.00	\$75.00	\$375.00	\$150.00	\$750.00	\$100.00	\$500.00	\$175.00	\$875.00	\$100.00	\$500.00	\$200.00	\$1,000.00	\$300.00	\$1,500.00	\$250.00	\$1,250.00
2575.541	MOWING	AC	2.25	\$525.00	\$1,181.25	\$150.00	\$337.50	\$400.00	\$900.00	\$100.00	\$225.00	\$220.00	\$495.00	\$150.00	\$337.50	\$1,500.00	\$3,375.00	\$150.00	\$337.50	\$750.00	\$1,687.50
2573.530	WEED SPRAYING	AC	2.25	\$550.00	\$1,237.50	\$200.00	\$450.00	\$500.00	\$1,125.00	\$100.00	\$225.00	\$220.00	\$495.00	\$225.00	\$506.25	\$1,000.00	\$2,250.00	\$400.00	\$900.00	\$500.00	\$1,125.00
					\$146,093.75		\$121,952.25		\$124,160.00		\$128,455.00		\$130,020.00		\$130,076.25		\$143,634.00		\$147,982.50		\$158,846.29

CONTRACT FOR LOCAL IMPROVEMENT

I. This Agreement is made this 27th day of October, 2015, between the Le Sueur County, Minnesota (hereinafter, the County), and Saint Peter Municipal Utilities (SPMU) of City: SAINT PETER State: MN Zip: 56082 (hereinafter, the Utility).

II. The Utility agrees to furnish all materials, tools, equipment, and labor necessary in the construction and installation of **Rural Intersection Lighting Improvements, SP 040-070-004, HSIP 4015 (116)**, (hereinafter, the Project) all in conformity with the Project's plans which are incorporated into this Agreement.

III. Work will be completed by the Utility at the following intersections, as referenced in the plan set titled Intersection Lighting Improvements, SP 040-070-004 and dated 5/28/2015:

Intersections: 8 and 17.

IV. Utility will prepare an updated quote and Work Order Agreement to be executed with the County, along with this Contract.

V. Due to the federal funding for this work, Utility shall abide by the attached "Stipulation for Foreign Iron or Steel Materials", as it may apply to the proposed work. In accordance with MnDOT 1601, the Utility's proposed fee shall be based on supplying material(s) that have been melted and manufactured in the United States, except where the cost of the iron and steel products incorporated in the work does not exceed 1/10th of 1% of the total cost, or \$2,500, whichever is Greater.

VI. Utility's Work and labor shall be subject to the inspection and approval of the Engineer designated by the County to oversee the Work.

VII. Utility will own, operate and maintain lighting facilities after the work is completed and invoice the County the monthly utility lighting fee.

VIII. The Utility shall commence Work on the Project after October 7, 2015. The Utility shall proceed diligently and agrees to complete the Project to the satisfaction and approval of the County's Engineer on or before May 15, 2016. The Utility agrees to notify the County in writing of any cause of delay of the Project.

IX. Utility shall comply with all applicable Federal, State and local laws, ordinances and regulations.

X. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this

part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the County to carry out the above requirements.

XI. **Workers' Compensation.** Any and all employees of the Utility or other persons while engaged in the performance of any work or services required or permitted by the Utility under this agreement will not be considered employees of County, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of County. The Utility will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

XII. **The Utility agrees to defend, indemnify, and hold the County and SEH harmless from and against any and all claims, suits, and actions against, and all loss, damage, costs, or expense to the County arising from any infringement or claim of infringement of any letters, patent, or patent rights upon or covering any patented article furnished or installed by the Contractor under this contract for the County, of from or by reason of the use by the County of any patented article or articles furnished or installed by the Utility for the County under this contract.**

XIII. **The Utility agrees to defend, indemnify and hold the County and SEH harmless from all damages and claims for damages that may arise by reason of the Utility's negligence or violation of the Utility's agents or employees, while engaged in the performance of this contract. The Utility agrees to take all precautions necessary to protect the public against injury, and to keep danger signals out at night and at such other times and such places as public safety may require. In addition, Utility agrees to keep in force statutory workers' compensation insurance.**

XIV. **In consideration of the covenants and agreements stated above, the County agrees to pay the Utility the sum mentioned in the Quote Form / Work Order Agreement of the Utility in the amount of: \$ 30,639.50, a copy of which Quote Form is attached hereto and made a part of this contract.**

XV. **Utility will send a final invoice to County once work is completed.**

XVI. **Nothing in this agreement shall be construed to waive any immunities or limitations to which the County is entitled under Minn. Stat. Chapter 466 or otherwise.**

XVII. **Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs County liability.**

XVIII. **Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.**

XIX. **Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.**

XX. **This agreement will be effective upon execution by the Utility and by appropriate County officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5)**

years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

XXI. This agreement may be terminated by the Utility or County at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Utility as set forth in this Agreement. In the event of such termination the Utility will be entitled to reimbursement for County-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed on their behalf by the proper officers thereunto duly authorized and their corporate seal to be hereto affixed, the day and year first above written.

In the presence of:

Le Sueur County, Minnesota

Utility: SPMU

By: _____

By:  _____

Date: _____

Name: Chris Prater _____

Title: _____

Title: City Clerk _____

By: _____

By:  _____

Date: _____

Name: PETE Moulton _____

Title: _____

Title: Director of Public Works _____

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STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS

The attached form is for use when the Contractor plans on using and/or supplying ANY foreign iron or steel materials on a Federal Aid Project. The Contractor is directed to the Proposal to determine if this Stipulation is required for a specific project.

September 2004

S.P. _____

STIPULATION FOR FOREIGN IRON OR STEEL MATERIALS

In accordance with 1601 of these Special Provisions, the Contractor must submit a bid based on supplying material(s) that have been melted and manufactured in the United States, except where the cost of the iron and steel products incorporated in the work does not exceed one tenth of one percent of the total project cost, or \$2,500.00, whichever is greater. The Contractor **must** submit a stipulation for supplying ANY foreign iron or steel materials in accordance with the U.S. Code of Regulations 23CFR635.410 and the requirements of 1601.

The line entry must show the pay item number, a description of the foreign steel product, the estimated quantity, and the estimated invoice price.

PAY ITEM NO.	DESCRIPTION OF FOREIGN STEEL OR IRON PRODUCT OR COMPONENT	ESTIMATED QUANTITIES	ESTIMATED INVOICE PRICE

Total Estimated Invoice Price = _____

Percent of Total Bid Price = _____

Contractor Name: _____
Vendor Number: _____

If Applicable: This form must be submitted to the Department by the Contractor before the bid opening, as indicated in the Special Provisions.

September 2004

S-X

(1601) SOURCE OF SUPPLY AND QUALITY

The provisions of Mn/DOT 1601 are supplemented as follows:

In conformance with the provisions of the U.S. Code of Federal Regulations 23CFR635.410 the Contractor will furnish and use only steel and iron materials that have been melted and manufactured in the United States,. Foreign source materials are any domestic products taken out of the United States for any process (e.g. change of chemical content, permanent shape or size, or final finish of product).

All bids must be based on furnishing domestic iron and steel, which includes the application of the coating, except where the cost of iron and steel materials incorporated in the work does not exceed one-tenth of one percent of the total Contract cost or \$2,500.00, whichever is greater. The state may approve the use of foreign iron and steel materials for particular Contract items, provided the bidder submits, a stipulation identifying the foreign source iron and/or steel product(s) and the estimated invoice cost of the product(s), for one or more of the Contract bid items. The Contractor shall submit a "Stipulation for Foreign Iron or Steel Materials" form for each stipulation with the Contractor's proposal. **If the Contractor chooses to use ANY non-domestic iron or steel, the Contractor must submit a stipulation with the proposal.**

Prior to performing work the Contractor shall submit to the Engineer a certification stating that all iron and steel items supplied are of domestic origin, except for non-domestic iron and steel specifically stipulated and permitted in accordance with the paragraph above.

Source of Supply and Quality: MnDOT 1604 is supplemented as follows: All costs of shop inspection at plants outside the United States shall be borne by the Contractor. Monies due or to become due the Contractor will be reduced according to these costs.

Partial Payment: All provisions for partial payments shall apply to domestic materials only. The Contractor will not receive payment for materials manufactured outside of the United States until such materials are delivered to the job site.

Alternate Bidding Process. Unless an alternate bidding process is specified, use of foreign steel and iron products in quantities in greater than provided above is not permitted. When the alternate bidding process is permitted the Contract may be awarded to the bidder who submits the lowest total bid based on furnishing domestic iron or steel unless such total bid exceeds the lowest total bid based on foreign materials by more than 25 percent.

Material List , Equipment , Man-hours HWY 99 East & 21

DESCRIPTION	CAT#	QTY	PRICE	TOTAL
2" interduct	720	175	\$0.79	\$138.25
Large screw-in Base	631	2	\$396.28	\$792.56
Black 30' pole	770	2	\$2,075.00	\$4,150.00
LED Head	765	2	\$595.00	\$1,190.00
Single Phase Transformer Base	505	1	\$273.60	\$273.60
15 KVA Trans	522	1	\$1,071.39	\$1,071.39
Transformer tiedowns		2	\$10.00	\$20.00
Safety Sticker		1	\$1.00	\$1.00
1/0 15kv Primary cable by ft.	378	40	\$2.35	\$94.00
40 AMP Fuse primary fuse	497	1	\$124.03	\$124.03
SMU primary Fuse Fittings	396	1	\$124.20	\$124.20
1/0 elbow	384	1	\$32.06	\$32.06
Elbow Arrester	405	1	\$118.90	\$118.90
1/0 15kv terminator	387	1	\$39.56	\$39.56
1/0 vaul 2 hole connector	381	1	\$2.43	\$2.43
4 whole tran safety sub	413	2	\$15.61	\$31.22
4 hole neutral bar	412	1	\$9.14	\$9.14
ground rod	489	1	\$17.10	\$17.10
ground rod clamp	490	1	\$1.66	\$1.66
Trans ground lug	491	2	\$4.33	\$8.66
5' Transformer Marking flag	482	1	\$15.50	\$15.50
#4 copper by ft.	158	10	\$0.76	\$7.60
#12 Black by ft.	640	100	\$0.21	\$21.00
#12 White by ft.	641	100	\$0.21	\$21.00
10/2 wire by ft.	642	220	\$0.71	\$156.20
Fuse holder HEB-AA	610	3	\$20.31	\$60.93
15 AMP Fuse	608	2	\$6.57	\$13.14
30 AMP Fuse	609	1	\$6.73	\$6.73
Photo eye	792	2	\$27.79	\$55.58
Connector Panel 51	493	3	\$5.12	\$15.36
Meter Ped		1	\$312.00	\$312.00
Misc. connectors		6	\$0.25	\$1.50
Connecting bolts w/nuts & washers		5	\$2.00	\$10.00

Materials Cost Total **\$8,936.30**

150' Bore By other contractor		150	\$8.00	\$1,200.00
Digger Truck pr hr.		4	\$145.00	\$580.00
Bucket Truck pr hr.		3	\$145.00	\$435.00
Total Man-hours pr hr.		20	\$50.00	\$1,000.00

Total Work Order **\$12,151.30**

S:\PublicWorks\Ken\excel\Hwy 99 Lights\Electric Material List Hwy 99 E & 21

**Material List , Equipment , Man-hours
HWY 99 CSAH 23/OTTAWA RD**

DESCRIPTION	CAT #	QTY	PRICE	TOTAL
2" interduct	720	840	\$0.79	\$663.60
St Light Screw in Base large	631	2	\$396.28	\$792.56
BLK Pole	770	2	\$2,075.00	\$4,150.00
LED Head	765	2	\$660.11	\$1,320.22
Single Phase Transformer Base	505	1	\$273.60	\$273.60
15 KVA Transformer	522	1	\$1,071.39	\$1,071.39
Transformer tiedowns		2	\$10.00	\$20.00
Safety Sticker		1	\$1.00	\$1.00
1/0 15kv Primary cable by ft.	378	40	\$2.35	\$94.00
1/0 Elbow	384	2	\$32.06	\$64.12
Elbow Arrestor	405	1	\$118.90	\$118.90
4 Hole Trans Safety Sub	413	2	\$15.61	\$31.22
4 Hole Neutral Bar	412	1	\$9.14	\$9.14
Ground Rod	489	1	\$17.10	\$17.10
Ground Rod Clamp	490	1	\$1.66	\$1.66
Trans Ground Lug	491	2	\$4.55	\$9.10
5' Transformer Marking flag	482	1	\$15.50	\$15.50
#4 Copper by ft.	458	10	\$0.76	\$7.60
#12 Black by ft.	640	100	\$0.21	\$21.00
#12 White by ft.	641	100	\$0.21	\$21.00
Wire 10/2 by ft.	642	925	\$0.71	\$656.75
AA Fuse Holder	610	3	\$20.31	\$60.93
15 AMP Fuse	608	2	\$6.57	\$13.14
30 AMP Fuse	609	1	\$6.73	\$6.73
Photo eye	792	2	\$27.79	\$55.58
Connector Panel 51	493	3	\$5.12	\$15.36
Meter Ped		1	\$312.00	\$312.00
Misc. connectors		6	\$0.25	\$1.50
Connecting bolts w/nuts & washers		5	\$2.00	\$10.00
Materials Total				\$9,823.20

800' Bore By other contractor		800	\$8.00	\$6,400.00
Digger		4	\$145.00	\$580.00
Bucket		3	\$145.00	\$435.00
Pickup		2	\$90.00	\$180.00
Man-hours		25	\$50.00	\$1,250.00

Total Work Order				\$18,488.20
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MINNESOTA DEPARTMENT OF TRANSPORTATION

LE SUEUR COUNTY

LAYOUT PLANS FOR INTERSECTION LIGHTING IMPROVEMENTS

FEDERAL HIGHWAY SAFETY IMPROVEMENT PROGRAM (H.S.I.P.)
 S.P. 040-070-004
 (FORCE ACCOUNT AGREEMENT)

DRAWING NAME: P:\XCO\LeSueur\128501\2013 HSP Applications\LE128501 BASE.dwg LAYOUT TAB: TITLE PLOTTED: May 29, 2015 - 10:35am

INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX MAP
3	ELECTRICAL PROVIDERS
4-33	INTERSECTION DRAWINGS

PLAN AND UTILITY SYMBOLS

-----	CULVERT
☒ TEL	PHONE PEDESTAL
☒ TV	TV PEDESTAL
☒ E	ELECTRICAL PEDESTAL
--- OHE ---	OVERHEAD ELECTRIC
○ SIGN	SIGN (HWY, PARK, STOP, ETC.)
*•	LIGHT POLE

- NOTES:**
1. ALL WORK WILL BE COMPLETED BY THE LOCAL ELECTRIC UTILITY PROVIDERS
 2. ALL WORK IS PROPOSED WITHIN THE PUBLIC RIGHT OF WAY, BUT OUTSIDE THE TRAVELING ROADWAY
 3. ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MMUTCD, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS", - CURRENT EDITION.

NOTE:
 THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL CALL THE GOPHER STATE ONE CALL SYSTEM AT 811 BEFORE COMMENCING EXCAVATION.

APPROVED: 5/29/15
 COUNTY ENGINEER DATE

RECOMMENDED FOR APPROVAL:
6/19/2015
 DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY DATE

RECOMMENDED FOR APPROVAL:
6/24/15
 APPROVED FOR STATE AND FEDERAL FUNDING DATE

LE SUEUR COUNTY, MINNESOTA

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

Christopher M. Cavett, PE
 Date: 5/28/2015 Lic. No. 24719

PHONE: 507.388.1989
 12 CIVIC CENTER PLAZA
 SUITE 2088
 MANKATO, MN 56001-7787
 www.sehinc.com

1
33

S.P. 040-070-004

PROJECT LOCATION



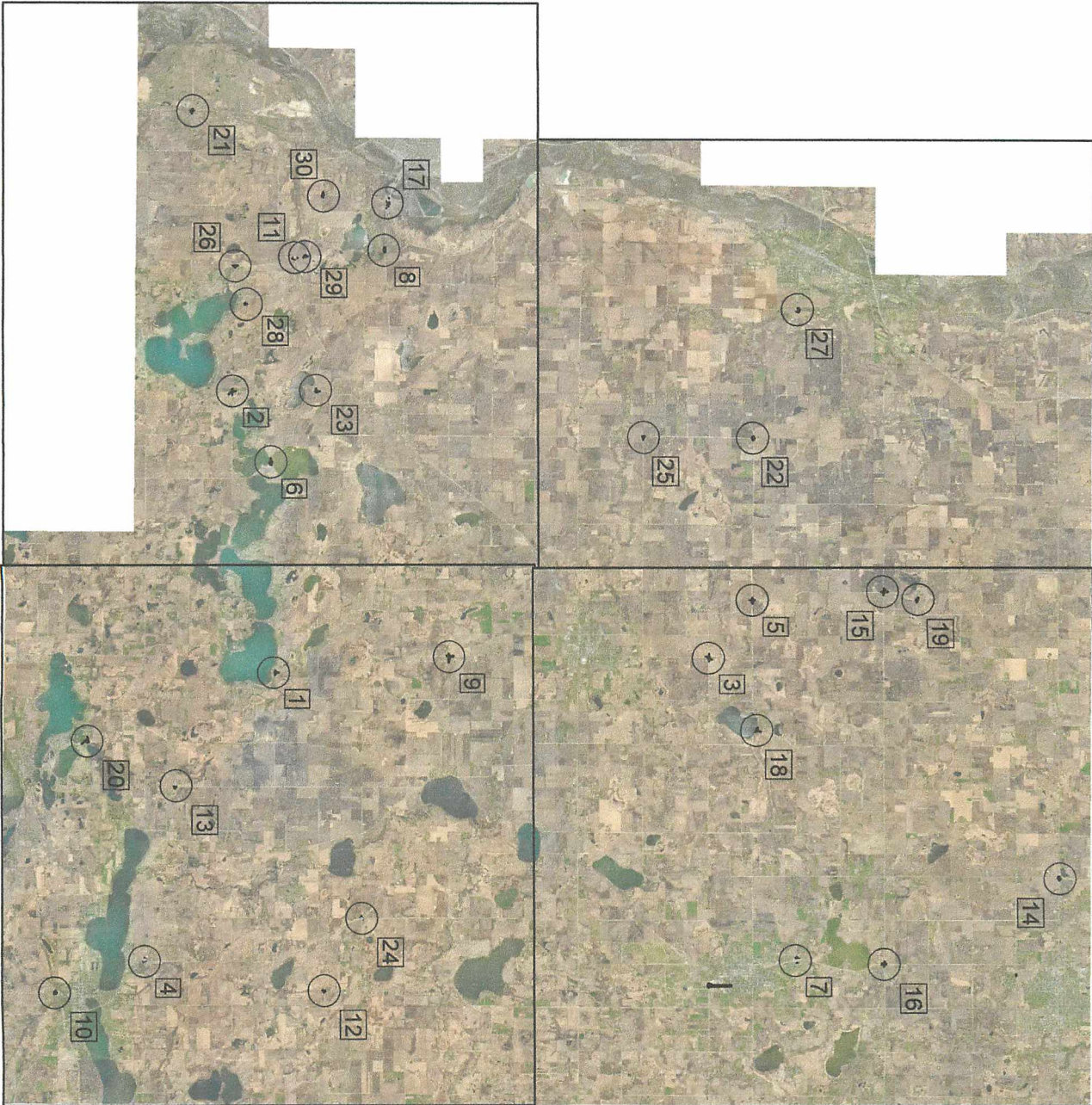
**Know what's below.
 Call before you dig.**

DRAWN BY: AKF
 DESIGNER: AKF
 CHECKED BY: KST
 DESIGN TEAM



**2015 HSP LIGHTING IMPROVEMENTS
 LE SUEUR COUNTY, MINNESOTA**

INDEX SHEET



SP 040-070-004

SEH

4/10/2015

1

33

DRAWING NAME: \\sp3020-1\projects\KQ\LeSueur\128501\5-final-dgn\51-conat-chns-CAD\LE128501 BASE.dwg LAYOUT TAB: Elec. Providers PLOTTED: Oct 20, 2015 - 10:10am

Le Sueur County Intersection Lighting Improvements: Electric Providers at Intersections

Intersection #	Elec. Provider
1	IPC
2	MVEC
3	MVEC
4	XE
5	MVEC
6	MVEC
7	IPC
8	SPMU
9	IPC
10	XE
11	FBWCEA
12	XE
13	MVEC
14	MVEC
15	MVEC
16	MVEC
17	SPMU
18	MVEC
19	MVEC
20	MVEC
21	XE
22	IPC
23	MVEC
24	MVEC/XCEL?
25	IPC
26	FBWCEA
27	LSMU
28	FBWCEA
29	FBWCEA
30	FBWCEA

LEGEND

IPC: Interstate Power Company
Phone:

MVEC: Minnesota Valley Electric Cooperative
Phone: 952-492-2313

XE: Xcel Energy
Phone: 507-387-2968

SPMU: Saint Peter Municipal Utilities
Phone: 507-934-0670

FBWCEA: Frost Benco Wells Cooperative Electric Association
Phone: 507-387-7963

LSMU: Le Sueur Municipal Utilities
Phone: 507-665-3338, Ext. 400

Source: The Minnesota Geospatial Information Office GIS map for the Electric Utility Service Areas. See URL below.

<http://www.mngeo.state.mn.us/eusa/index.html#>

Information last updated: 08/12/14

SP 040-070-004

DRAWN BY: AKF
DESIGNER: AKF
CHECKED BY: KST
DESIGN TEAM



**2015 HSIP LIGHTING IMPROVEMENTS
LE SUEUR COUNTY, MINNESOTA**

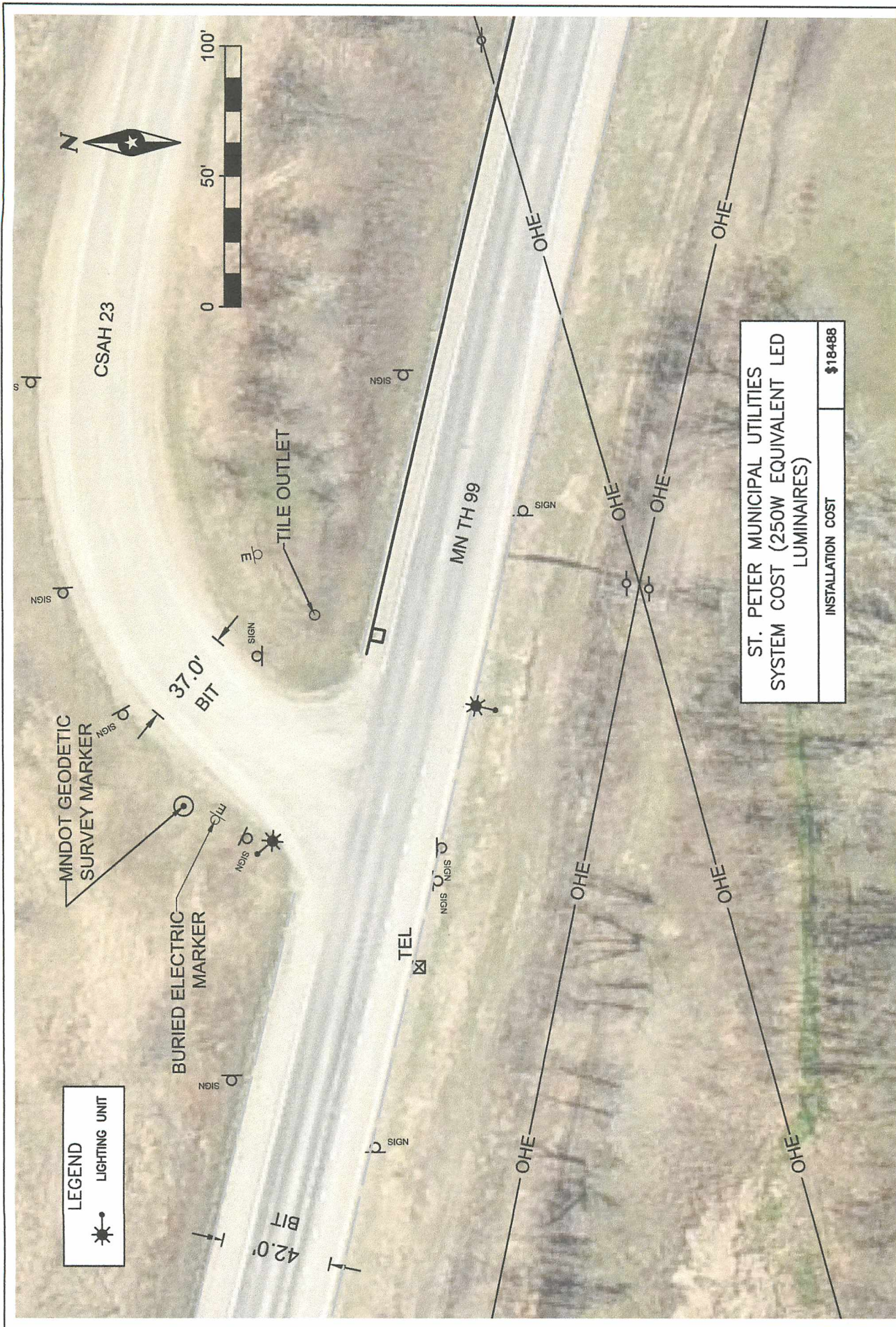
ELECTRIC PROVIDERS

SEH

4/10/2015

2

33



DRAWING NAME: \\sp3020-1\projects\K0\Leaur\128501\5-final-dsgn\51-const-dwgs-CAD\LE128501 BASE.dwg LAYOUT TAB: Int (17) PLOTTED: Oct 20, 2015 - 10:10am

SP 040-070-004	
SEH	19
4/10/2015	33

INTERSECTION 17

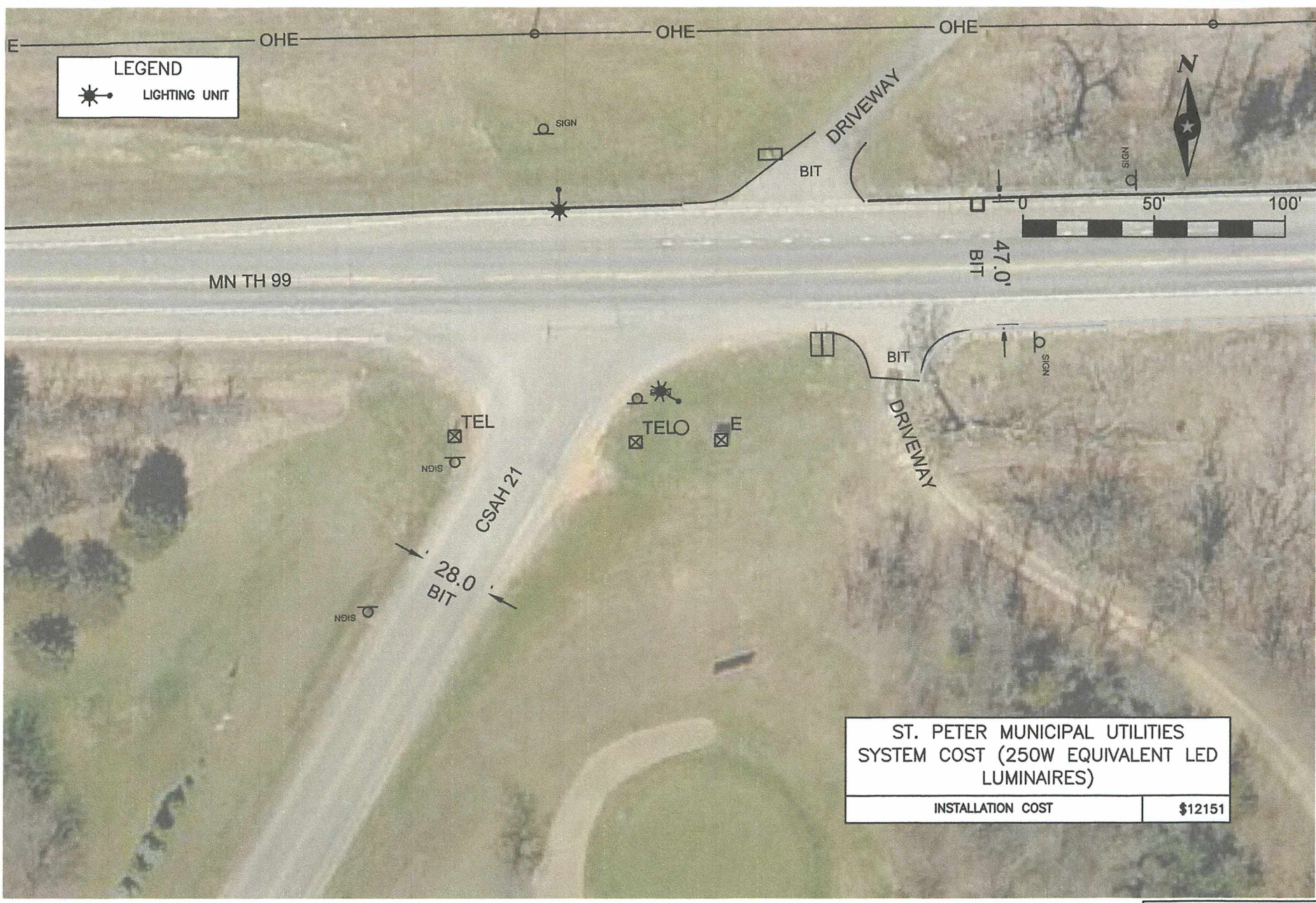
**2015 HSIP LIGHTING IMPROVEMENTS
LE SUEUR COUNTY, MINNESOTA**

PHONE: 507.388.1889
12 CIVIC CENTER PLAZA
SUITE 2088
MANKATO, MN 56001-7787
www.sehinc.com

SEH

DRAWN BY: AKF	DESIGNER: AKF	CHECKED BY: KST
DESIGN TEAM		

DRAWING NAME: \\ep3020-1\projects\KOL\Leueur\128501\5-fincl-dgn\51--const--dngs--CAD\LE128501 BASE.dwg LAYOUT TAB: int (6) PLOTTED: Oct 20, 2015 - 10:10am



ST. PETER MUNICIPAL UTILITIES SYSTEM COST (250W EQUIVALENT LED LUMINAIRES)	
INSTALLATION COST	\$12151

DRAWN BY: AKF
 DESIGNER: AKF
 CHECKED BY: KST
 DESIGN TEAM



PHONE: 507.388.1989
 12 CIVIC CENTER PLAZA
 SUITE 206B
 MANKATO, MN 56001-7787
 www.sehinc.com

**2015 HSIP LIGHTING IMPROVEMENTS
 LE SUEUR COUNTY, MINNESOTA**

INTERSECTION 8

SP 040-070-004	
SEH	10
4/10/2015	33

**MINNESOTA SNOWMOBILE TRAILS ASSISTANCE PROGRAM
SNOWMOBILE FY 2016
MAINTENANCE AND GROOMING GRANT AGREEMENT**

Local Unit of Government (Sponsor)	Trail/Club Name	Grant Amount
LE SUEUR COUNTY	Le Sueur County Snow Trails/Le Sueur County Snowmobile Trails Association, Inc.	\$37,197.60

THIS AGREEMENT is made between the STATE OF MINNESOTA, acting by and through the Commissioner of Natural Resources, hereinafter referred to as the "State," and Local Unit of Government, hereinafter referred to as the "Sponsor" relating to the maintenance and grooming of the trails specified above; and

WHEREAS, the Sponsor desires to maintain trails for the enjoyment of the public; and

WHEREAS, the Minnesota Snowmobile Trails Assistance Program provides grants to local units of government for the maintenance of recreational trails pursuant to Minnesota Statutes Chapter 84.83; and

WHEREAS, the Sponsor has applied to the State for a grant for said trails and has submitted the Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming application form, required attachments, and resolution of the Sponsor authorizing the proposed maintenance and grooming. The submitted application form and required attachments are hereinafter referred to as the "Plan", and the sponsor resolution is attached and incorporated into this agreement as Exhibit A; and

NOW THEREFORE, it is agreed between the parties as follows:

A. **TRAIL OBLIGATION OF THE SPONSOR.** The Sponsor agrees to maintain the proposed trails in accordance with the guidelines contained within the current **Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual**, hereinafter referred to as the "Manual" as accepted or amended by the State. All work will be the responsibility of the Sponsor, its employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota. The Sponsor shall:

1. Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
2. Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

B. **TECHNICAL ASSISTANCE.** Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

C. FUNDING. The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, the grant amount may be reduced or canceled by the State. Due to variability in revenues to the snowmobile account, in FY2016 the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

D. DISBURSEMENT. The State agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified in section F. This grant shall not exceed the Grant Amount as specified above. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

E. GROOMING. In order to receive maximum disbursement from this Agreement, the Sponsor agrees to groom the entire Trail referred to within the Plan in accordance with the Trail Grooming Guidelines established in the Manual.

F. PAYMENT.

1. Trail Completion Benchmark, 45% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

2. Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount

A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

3. Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount

The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

4. Trail Closure/Application Submission Benchmark, 5% of Total Grant Amount

The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the "anticipated" alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

G. PENALTIES.

1. If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 45% of the Total Annual Grant Amount.

2. If it is determined that the **Grooming Certification benchmark for the period of opening day through January 15** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
3. If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
4. If it is determined that the **Trail Closure/Application Submission Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 5% of the total annual Grant Amount.

In addition to the above penalties, the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Trails Assistance Program.

H. ACCOUNTING AND AUDIT. The Sponsor shall maintain books, records, documents, and other evidence relevant to this grant and in such detail that will accurately reflect the benchmarks that have been reached in this program and that have received payment. The Sponsor shall use generally accepted accounting principles and these records shall be retained for six years after this grant terminates. The State, its representative or the legislative auditor shall have the right to examine this evidence and the Sponsor shall make them available at the office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the Manual to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this grant.

I. WORKER'S COMPENSATION. The Sponsor shall comply with the provisions for worker's compensation in Minnesota Statutes Chapter 176.181, Subd. 2 and 176.182 and all applicable rules and subsequent amendments thereto.

J. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The provisions of the Minnesota Tort Claims Act, Minnesota Statutes Chapter 3.736 and other applicable law shall govern the State's liability. The provisions of Minnesota Political Subdivisions Tort Liability, Minnesota Statutes Chapter 466.02 and other applicable law shall govern the Sponsor's liability.

K. TERM.

1. **Effective date: July 1, 2015.** Per MN Statute 16B.98, Subd. 5 and Subd. 7, this agreement is not valid and no payments will be made to the Grantee until this grant contract is fully executed, however, eligible expenses may be incurred the date the appropriation becomes available.
2. **Expiration date: June 30, 2016,** or until all obligations have been satisfactorily fulfilled, whichever is sooner.

L. TERMINATION. This Agreement may be terminated by the State in the event of a default by the Sponsor; the legislature appropriates insufficient monies for the program, or the abandonment of the Trail. The State and the Sponsor may also terminate it upon mutual agreement, upon 30 days' written notice to each entity.

M. ASSIGNMENT OR MODIFICATION. The Sponsor may not assign any of its rights or obligations under this Agreement without the prior written consent of the State. No change or modification of the terms or provisions of this Agreement shall be binding unless such change or modification is in writing and signed by both parties to this Agreement.

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

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

P. AUTHORIZED REPRESENTATIVE. The State's Authorized Representative is the Trail Area Supervisor from the Parks and Trails Division of the Department of Natural Resources for the area where the trail is located, or his/her successor, and has the responsibility to monitor the Sponsors performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment. A list of the Trail Area Supervisors can be found on the program webpage (http://files.dnr.state.mn.us/assistance/grants/recreation/ohv/area_sups.pdf).

The Sponsor's Authorized Representative is the contact person and individual who provide the authorized signature for the Sponsor, which can be found on the program application (incorporated here into this agreement by reference). If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

The authorized representative of the sponsor is prohibited from being an officer or bookkeeper/accountant of the club or organization receiving this grant on behalf of the State.

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

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee and/or contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite. Note that transporting noxious weeds requires a permit from the Minnesota Department of Agriculture.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LOCAL UNIT OF GOVERNMENT SPONSOR

Local Unit of Government (Sponsor) LESUEUR COUNTY		
Authorized Signature	Title	Date
Authorized Signature	Title	Date

DEPARTMENT OF NATURAL RESOURCES

Individual certifies that funds have been encumbered as required by M.S. § 16A.15 and 16C.05. <i>Deanna Biersack</i>	State Encumbrance Verification SWIFT PO #: <i>3-86234</i>	Date <i>10-27-15</i>
Authorized Signature	Parks and Trails Division Director or Deputy Director	Date

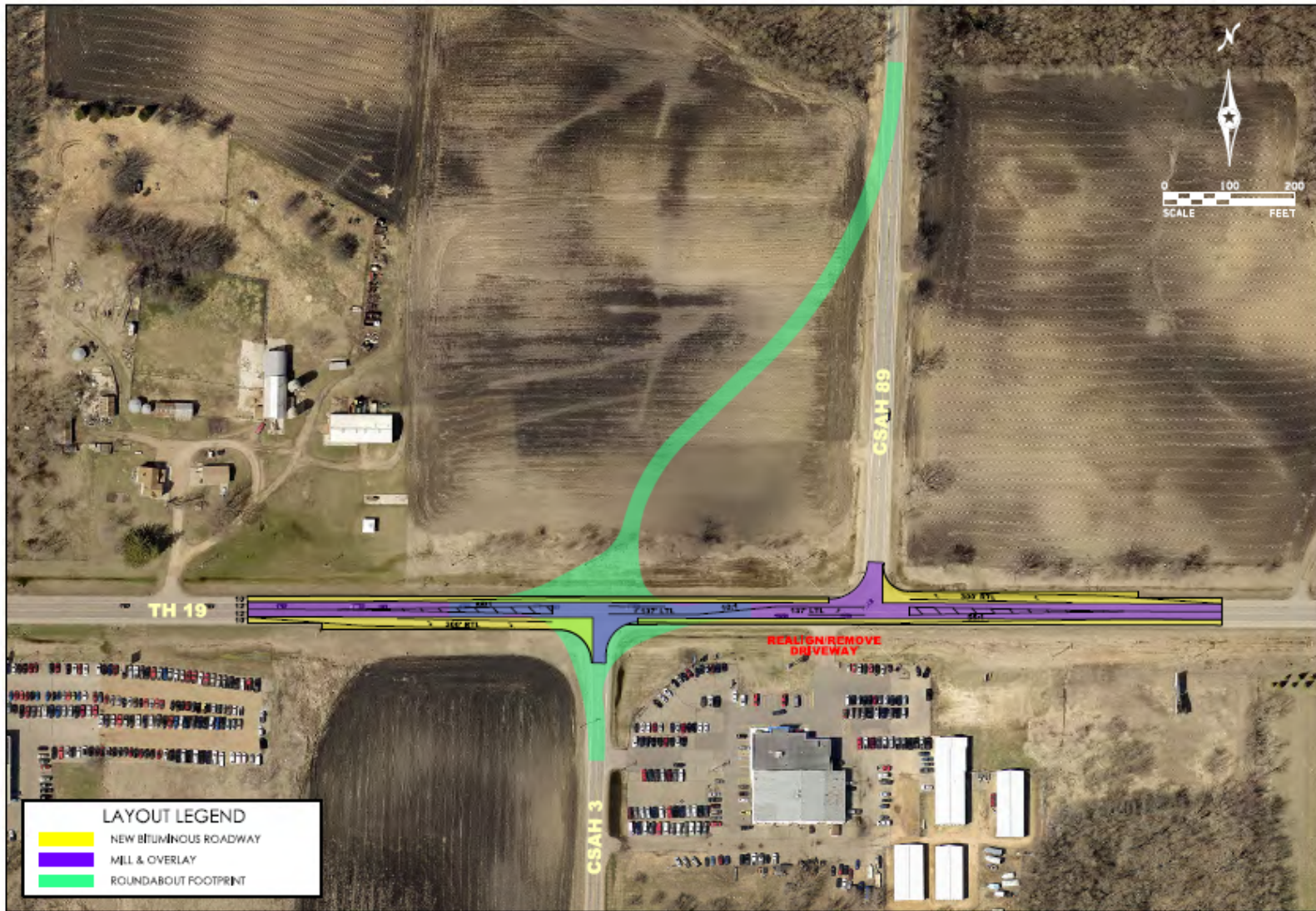
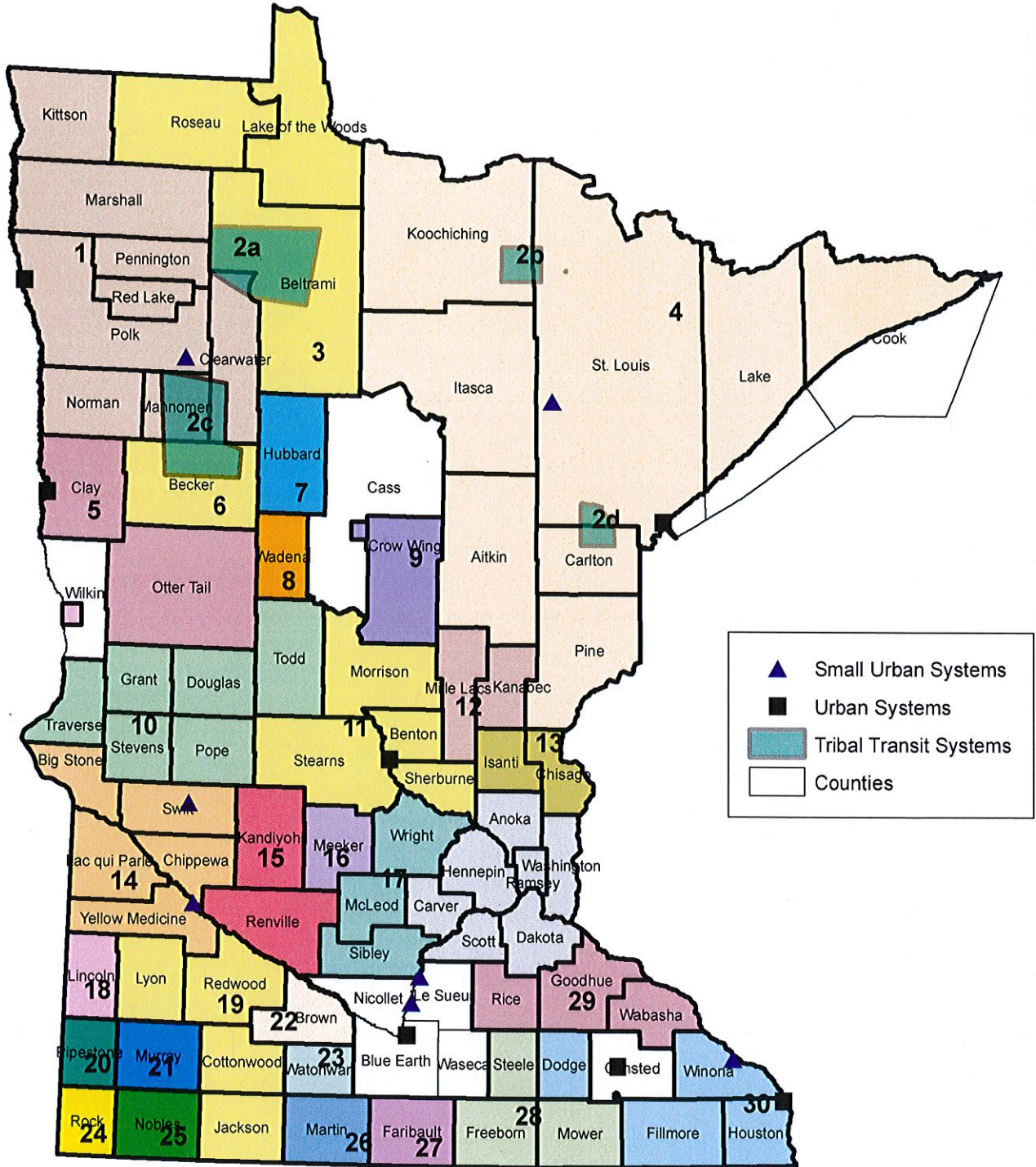


FIGURE 5: TURN LANE CONCEPT LAYOUT

TH 19 AT CSAH 3 AND CSAH 89 PRELIMINARY ICE



Transit Service Jurisdictions in Greater Minnesota



- | | | |
|-------------------------------------|---|---------------------------------------|
| 1. Tri-Valley Heartland Express | 10. Rainbow Rider Transit | 21. Murray County Heartland Express |
| 2a. Red Lake Band of Objive | 11. Tri CAP Transit Connection | 22. Brown County Heartland Express |
| 2b. Boise Forte Band Transit | 12. Timber Trails Public Transit | 23. Watonwan Take Me There |
| 2c. White Earth Band Transit | 13. Chisago-Isanti County Heartland Express | 24. Rock County Heartland Express |
| 2d. Fond du Lac Band Transit | 14. Prairie Five Rides | 25. Prairieland Transit |
| 3. Paul Bunyan Transit | 15. Central Community Transit | 26. Martin County Express |
| 4. Arrowhead Transit | 16. Meeker County Public Transit | 27. Faribault County Prairie Express |
| 5. Transit Alternatives | 17. Trailblazer Transit | 28. SMART |
| 6. Becker County Transit | 18. Lincoln County Heartland Express | 29. Three Rivers Hiawathaland Transit |
| 7. Hubbard County Heartland Express | 19. Western Community Transit | 30. SEMCAC |
| 8. Wadena County Friendly Rider | 20. Pipestone County Transit | |



Pricing Proposal
 Quotation #: 10539815
 Created On: 11/2/2015
 Valid Until: 12/2/2015

Le Sueur County

Inside Account Executive

Jeff Neisen

88 South Park Avenue
 Le Center, MN 56057
 United States
 Phone: 507.357.2251 ext 286
 Fax:
 Email: jneisen@co.le-sueur.mn.us

Bill Scioscia

33 Knightsbridge Road
 Piscataway, NJ, 08854
 Phone: 732-564-8554
 Fax: 732-564-8224
 Email: Bill_Scioscia@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Windows Server 2012 - License - 1 user CAL - Select, Select Plus - Single Language Microsoft - Part#: R18-04302	40	\$25.00	\$1,000.00
		Subtotal	\$1,000.00
		Total	\$1,000.00

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Le Sueur County, MN

Tuesday, November 3, 2015

Board Meeting

Item 9

**1:30 pm Scott-Le Sueur JD #1, Lat #2 Public Hearing, Commissioners
Connolly and King**

Staff Contact:

AGENDA
SCOTT – LESUEUR JOINT DITCH #1, LATERAL #2 BOARD
SCOTT COUNTY GOVERNMENT CENTER
SHAKOPEE, MINNESOTA
NOVEMBER 3, 2015

1:30 p.m.

- (1) Convene the Meeting
- (2) Approve Minutes of September 29, 2015 Meeting
- (3) Conduct a Public Hearing at 1:35 p.m. at Scott County Government Center on a Petition for Abandonment for a Portion of Lateral #2 of Scott-LeSueur Joint Drainage Ditch #1; and Approve Resolution No. Joint Ditch Board 2015-001; Granting the Abandonment for a Portion of Lateral #2 of Scott-LeSueur Joint Drainage Ditch #1
- (4) Other Business
- (5) Adjourn

MINUTES
SCOTT – LESUEUR JOINT DITCH #1 BOARD
SCOTT – LESUEUR JOINT DITCH #1, LATERAL #2 BOARD
SEPTEMBER 29, 2015

(1) The meeting convened at the Scott County Courthouse Board Room in the City of Shakopee, Minnesota, at 9:04 a.m., with the following members present:

Scott County Commissioners: Joe Wagner, Michael Beard and Barbara Marschall

LeSueur County Commissioners: Joe Connolly and John King

(2) County Staff Present:

- A. Lezlie Vermillion, Scott County Deputy County Administrator
- B. Darrell Pettis, LeSueur County Administrator
- C. Jim Hentges, Scott County Surveyor/County Ditch Inspector
- D. Cindy Geis, Scott County Property Tax and Customer Service Manager
- E. Jon Ulrich, Scott County Commissioner
- F. Tom Wolf, Scott County Commissioner
- G. Debra Brazil, Scott County Deputy Clerk to the Board

(3) Appointment of Board Chair:

Commissioner Beard moved, seconded by Commissioner Marschall to appoint Commissioner Beard as the Chair of the Scott – LeSueur Joint Ditch #1, Lateral 2 Board. The motion carried unanimously.

(4) Appointment of Board Vice Chair:

Commissioner Wagner moved, seconded by Commissioner King to appoint Commissioner Connolly as the Vice Chair of the Scott – LeSueur Joint Ditch #1, Lateral #2 Board. The motion carried unanimously.

(5) Minutes:

Commissioner Marschall moved, seconded by Commissioner Wagner to approve the minutes of the December 20, 2011 meeting. The motion carried on a vote of three ayes with Commissioners Beard and King abstaining.

(6) Accept Petition for Abandonment and Set Public Hearing:

Scott County Property Tax and Customer Service Manager Cindy Geis presented information regarding a petition received from Val and Barbara Miller for abandonment for a portion of Lateral 2 of Scott-LeSueur Joint Draining Ditch Number 1. Ms. Geis gave a brief description of the property surrounding this portion of the Ditch. Ms. Geis also explained a public hearing is required to take action on the petition.

In response to questions, Ms. Geis stated the notice of public hearing will be published in the official newspaper for each County, and notices will be sent to surrounding landowners.

Commissioner King moved, seconded by Commissioner Connolly to accept the Petition for Abandonment for a portion of Lateral 2 of Scott-LeSueur Joint Drainage Ditch Number 1 and set a public hearing for November 3, 2015 at 1:35 p.m. at the Scott County Government Center to take action on the Petition. The motion carried unanimously.



September 29, 2015

The Commissioners requested that an educational workshop regarding ditches be held prior to the public hearing.

Chair Beard adjourned the meeting at 9:17 a.m.

Michael Beard
Chair

AGENDA #
SCOTT- LESUEUR JOINT DITCH #1, LATERAL #2 BOARD ACTION
MEETING DATE: NOVEMBER 3, 2015

ORIGINATING DIVISION:	Community Services	CONSENT AGENDA:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ORIGINATING DEPARTMENT:	Scott County Auditor		
PRESENTER:	Cynthia Geis X8167	ATTACHMENTS:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PROJECT:		TIME REQUESTED:	30 minutes
ACTION REQUESTED:	Conduct a Public Hearing at 1:35 p.m. at Scott County Government Center on a Petition for Abandonment for a Portion of Lateral #2 of Scott-LeSueur Joint Drainage Ditch #1; and Approve Resolution No. Joint Ditch Board 2015-001; Granting the Abandonment for a Portion of Lateral #2 of Scott-LeSueur Joint Drainage Ditch #1		
CONTRACT/POLICY/GRANT:	<input type="checkbox"/> County Attorney Review <input type="checkbox"/> Risk Management Review	FISCAL:	<input type="checkbox"/> Finance Review <input type="checkbox"/> Budget Change
ORGANIZATIONAL VALUES:	<input type="checkbox"/> Provide a Supportive Organizational Culture <input checked="" type="checkbox"/> Develop Strong Public Partnerships <input checked="" type="checkbox"/> Manage Challenges and Create Opportunities <input type="checkbox"/> Assure Long Term Fiscal Stability <input type="checkbox"/> Emphasize Excellence in Customer Service		
DEPARTMENT/DIVISION HEAD SIGNATURE:		COUNTY ADMINISTRATOR SIGNATURE:	
			
Approved:		DISTRIBUTION/FILING INSTRUCTIONS:	
Denied:		Cynthia Geis, County Auditor James Hentges, Scott County Ditch Inspector Darrell Pettis, LeSueur County Ditch Inspector Val Miller, Petitioner	
Tabled:			
Other:			
Deputy Clerk :			
Date:			

Background/Justification:

The purpose of this agenda item is to conduct a public hearing at 1:35 p.m. at Scott County Government Center on a petition for abandonment for a portion of Lateral #2 of Scott-LeSueur Joint Drainage Ditch #1; and approve Resolution No. Joint Ditch Board 2015-001; granting the abandonment for a portion of Lateral #2 of Scott-LeSueur Joint Drainage Ditch #1.

Joint Ditch #1 is a County drainage ditch that runs through both Scott and LeSueur Counties. The Drainage Ditch was petitioned in 1948, and Lateral #2 was established 1975 as an improvement to Joint Ditch #1 and had allowed, generally, property owners to farm lands that previously were too wet to farm. MN Statute Chapter 103E was adopted to guide Counties in the process to establish, improve, maintain, and abandon county drainage ditches.

To establish a drainage ditch, disinterested parties called "Viewers" are appointed by the Drainage Authority, which is the County Drainage or Joint County Drainage Ditch Boards, to review the plans for the proposed

drainage ditch and determine which parcels are benefitted and to what extent each parcel will be benefitted when the ditch is completed. One hundred percent (100%) of the costs of establishing, improving, and maintaining the ditch are the responsibility of the benefitted owners. No County general funds are used to fund the costs.

A petition (see attached) for a partial abandonment was received by Scott County, from Val Miller, the petitioner, on August 4, 2015, who is a benefitted owner along Lateral #2 of Joint Ditch #1 in Blakeley Township. The goal of the petitioner is to abandon approximately 800 linear feet of the open ditch and therefore would no longer be a portion of Lateral #2 of Joint Ditch #1. However, the property would still be considered benefitted property of the Lateral due to continued drainage into the ditch. The proposed open ditch abandonment drains approximately 130 acres of land from both Sections 33 and 34 of Blakeley Township (see maps). The portion of the ditch to be abandoned lies at the end of Lateral #2 and the properties on the north and south side of the proposed abandoned ditch are both owned by the petitioner.

The petitioner, once the portion of the lateral is abandoned, proposes to fill the ditch and install a new tile line to allow for continued drainage. The estimated cost of the project is \$87,619 and will be assumed fully by the petitioner.

Per the petition, there are five affected properties and three different land owners. All benefitted owners along the Lateral, as well as Joint Ditch #1, were notified by letter of this hearing. In Scott County, 38 letters were sent. LeSueur County sent letters to all benefitted owners in LeSueur County, as well.

The Scott County Water Resources Engineer has reviewed the report filed by the petitioners engineer from I & S Group. The engineer has called out the need for petition to state that the tile to be installed, in-lieu of the ditch, to be a dual wall 18" tile which is necessary to meet the drainage coefficient. He also stated that the sections where the affected acreage resides is located in Sections 34 and 35, not 33 and 34. Additionally, the engineer indicated that the west end of the abandonment seems to cause a depression which will/may not allow for proper drainage. This will only affect the petitioner, so will not cause any adverse effects to other land owners. The petition does not indicate that any fill will be brought onto the site, however, should the project require fill material from offsite, a grading permit from Scott County, under the County's Zoning Ordinance will be required based on the quantity of material.

Additional issues that should be addressed are: that the tile bottom should be at least one foot above the original grade of the bottom of the ditch; the tile intake should consider an improved design to ensure that the silt does not enter the tile and flow to the remaining open ditch; and finally, that the end of the tile should be located on the petitioners property leaving no impact to the adjacent owners.

Based upon evidence received at the hearing, the drainage authority must make findings and direct, by order, that the part of the drainage system proposed to be abandoned does not serve a substantial useful purpose as part of the drainage system to any property remaining in the system and is not of a substantial public benefit and utility, and must order that the part of the drainage system be abandoned.

Scott and LeSueur County staff recommends approval of the abandonment if the affected land owners have not brought forth valid concerns that would prevent the approval.

Fiscal Impact: none

**SCOTT- LESUEUR JOINT DITCH #1, LATERAL #2
SCOTT/LESUEUR COUNTIES, MINNESOTA**

Date:	November 3, 2015
Resolution No.:	Joint Ditch Board 2015-001
Motion by Commissioner:	
Seconded by Commissioner:	

**ADOPT RESOLUTION NO. JOINT DITCH BOARD 2015-001; GRANT THE
PARTIAL ABANDONMENT OF LATERAL #2 OF SCOTT-LESUEUR JOINT DITCH #1**

WHEREAS, a petition was received by the County Auditor on August 4, 2015 requesting that a portion of Lateral #2 of Scott-LeSueur Joint Ditch #1 be abandoned; and

WHEREAS, the goal of the petition is to abandon approximately 800 linear feet at the west end of the public open ditch, turning it into a private and open ditch, and following the abandonment, install drainage tile to accommodate proper drainage to affected properties and fill the ditch; and

WHEREAS, the abandonment of a portion of the public ditch will not affect the benefit assigned to the property and all costs affiliated with the project will be the responsibility of the petitioner; and

WHEREAS, a public hearing was conducted on November 3, 2015 that allowed all interested parties to voice their concerns with the petition; and

WHEREAS, MS §103E.806 allows for the abandonment of a portion of a drainage ditch system, if the ditch authority determines if that part of the drainage system does not serve a substantial useful purpose as part of the drainage system to any property remaining in the system and is not of a substantial public benefit and utility.

THEREFORE BE IT RESOLVED, that the Scott-LeSueur Joint Drainage Board (the board) has determined, based upon the evidence presented, that the abandonment of that portion of Lateral #2 of Joint Ditch #1 does not serve a substantial useful purpose as part of the drainage system and will not adversely affect any property remaining in the system.

BE IT FURTHER RESOLVED, that the board has also determined that the abandoned portion of the ditch is not of a substantial public benefit and utility and orders the abandonment of that portion of Lateral #2 of Joint Ditch #1 as petitioned.

**SCOTT- LESUEUR JOINT DITCH #1, LATERAL #2
SCOTT/LESUEUR COUNTIES, MINNESOTA**

Date:	November 3, 2015
Resolution No.:	Joint Ditch Board 2015-001
Motion by Commissioner:	
Seconded by Commissioner:	

BE IT FINALLY RESOLVED, that the property will continue to be a benefitted property to the ditch and the petitioner will assume all costs affiliated with the project.

COMMISSIONERS	VOTE			
Wagner	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Connolly	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Beard	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
Marschall	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain
King	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Absent	<input type="checkbox"/> Abstain

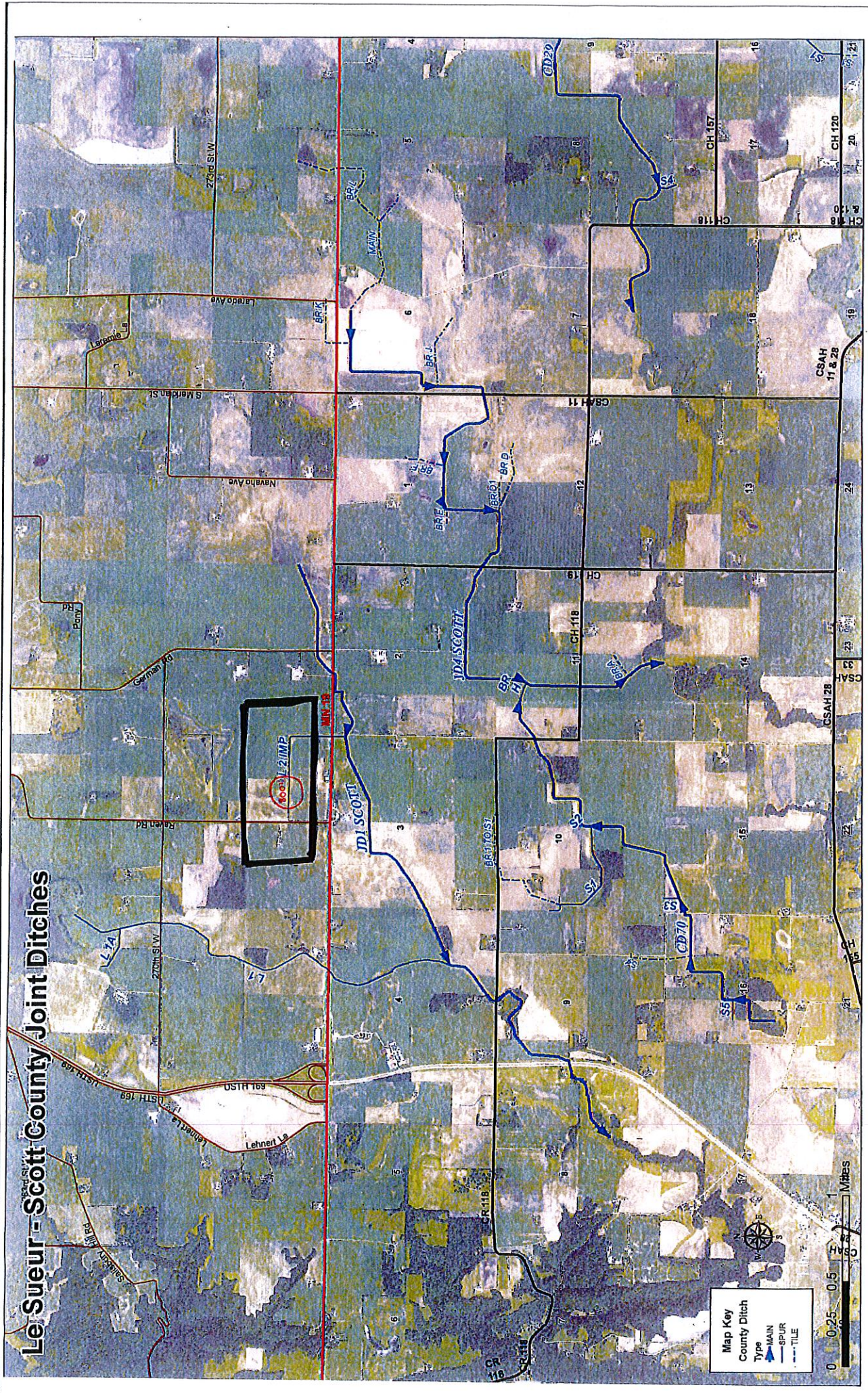
State of Minnesota

Counties of Scott and LeSueur

I, Gary L. Shelton, duly appointed qualified County Administrator for the County of Scott, State of Minnesota, and I, Darrell Pettis, duly appointed qualified County Administrator for the County of LeSueur, State of Minnesota do hereby certify that we have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Scott- LeSueur Joint Ditch #1, Lateral #2 Board, at their session held on the 3rd day of November, 2015 now on file in our offices, and have found the same to be a true and correct copy thereof.

Witness our hands and official seals at Shakopee and LeCenter, Minnesota, this 3rd day of November, 2015.

_____ Scott County Administrator
_____ LeSueur County Administrator



Le Sueur - Scott County Joint Ditches

Map Key
County Ditch
 Type
 MAIN ———>
 SPUR - - - -
 TILE ······



Before the Scott & Le Sueur County Board of
Commissioners acting as Drainage
Authority for Joint County Ditch 1 Lateral 2

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Petition for Abandonment
Pursuant to Minnesota
Statutes 103E.806

1. Joint County Ditch No. 1 (JCD 1) is a drainage system located in Scott County and Le Sueur County.
2. The undersigned petitioners hereby petition the Joint County Board of Commissioners, acting as the drainage authority, to establish an abandonment of a portion of Joint County Ditch No. 1 project that relates to an open ditch system located in the SW ¼ of the SE ¼ of section 34 in Blakely Township, T 113 North, R 25 West; Scott County, Minnesota.
3. The petitioners are requesting that the abandonment to fill in the open ditch on their property. Said project involves the topsoil strip within 800 of open ditch, placing fill within the open ditch, and the construction of a private tile near the same location that will take the place of approximately 800 feet of open ditch. Also, a ditch has been previously constructed to accommodate drainage through the property. The existing ditch will still function as it is now as an outlet for properties east of the proposed impoundment. The JCD 1 system will be modified as follows.
 - a) Approximately 800 linear feet of JCD 1 Lateral 2 open ditch will be abandoned. This portion of open ditch is in need of minor repair in the existing condition.
 - b) All tile draining into the system upstream of the impoundment will utilize the proposed constructed private tile through the impoundment as an outlet to the JCD 1 Lateral 2 open ditch on the east side of the impoundment.
4. That attached, as Figure 1, is a map of the proposed impoundment area and the JCD 1 Lateral 2 open ditch system.
5. That the petitioning landowner will be responsible for the cost of the engineering, installation and construction of the project, that they shall be responsible for any future maintenance and repairs of tile, and will acquire all public water work permit, water use permit, and other permits required under Minnesota Statutes 103G.

Dated this 29 Day of May, 2015.

Signed

Val Miller

Barbara Miller

Printed

Val Miller

I+S GROUP

Petition's Goals

The goal of the Scott & Le Sueur Joint County Ditch No. 1 (JCD 1) petition is to abandon a portion of Lateral 2 in Section 34 of Blakely Township in Scott County, Minnesota. The petition calls for approximately 800 linear feet of open ditch to be abandoned and therefore no longer part of the JCD 1 system. The open ditch abandonment will start at the northeast corner of the southwest quarter of the southeast quarter of Section 34, Blakely Township and end approximately 800 feet west of there. The proposed open ditch abandonment drains approximately 130 acres of land from portions of Sections 33 and 34; based off existing LiDAR contour lines.

History

Joint County Ditch No. 1 was first established in 1948 as a primarily open ditch drainage system. In 1975 the mainline open ditch in Le Sueur County and Lateral 2 in Scott County were improved. In between those years and after, other minor repairs and cleanings have been completed. The preliminary plan for the Lateral 2 Improvement called for approximately 4,800 feet of open ditch expansion ending in the Northwest quarter of the Southeast quarter of Section 34. However, the final Lateral 2 Improvement ended at Station 38+00, 1,000 feet short of the preliminary design.

Proposed Conditions

The capacity of agricultural tile is expressed as a drainage coefficient "D" in inches per day (in/day). This is defined as the depth of water over the entire area of the upstream watershed that a tile can drain in a 24-hour period. For a system like JCD 1, the Natural Resources Conservation Service (NRCS) recommends a drainage coefficient of 0.50 to 0.75 in/day for buried tile and 1.00 in/day for open ditch systems.

The Minnesota drainage statute, M.S.103E.806, allows for the abandonment of a portion of a drainage system if the drainage authority determines that part of the drainage system if it does not serve a substantial useful purpose as part of the drainage system to any property remaining in the system and is not of a substantial public benefit and utility.

The proposed abandonment will abandon approximately 800 feet of public open ditch, turning it into private open ditch. The new terminus of the Lateral 2 open ditch will be the center of Southeast quarter of Section 34. The land owner, upon completion of the abandonment, proposes to fill this portion of open ditch and install a new tile to the recommended 0.50 in/day drainage coefficient. To achieve this recommendation, the land owner will need to privately install 800 feet of 18-inch tile to at least a 0.07% grade to reach a 0.50 in/day drainage coefficient.

Cost Estimate

Most of the estimated cost for the project will be filling of the existing open ditch and would cost an estimated \$31,511. The total estimated cost for the project is \$87,619. This cost will be entirely funded privately and will not be assessed to the rest of the system. Most of Lateral 2 will still be part of the JCD 1 system; any repairs or improvements will still be assessed to the system.

Recommendation

It is recommended that the Ditch Authority call an Abandonment Hearing for this project and submit this report for abandonment approval. The proposed abandonment of the portion of Lateral 2 will affect five parcels of land; with three different land owners. If all landowners are in favor and this project is received favorably at the Abandonment Hearing, then the portion of Lateral 2 requesting to be filled should be abandoned and removed from the JCD 1 system.



Le Sueur County, MN

Tuesday, November 3, 2015

Board Meeting

Item 10

Future Meetings

Staff Contact:

Future Meetings 2015

November 3, 2015	Board Meeting, 9:00 a.m. *JD #1 Lat 2 Public Hearing, 1:30 p.m. at the Scott County Government Center in Shakopee, Commissioners Connolly and King
November 4, 2015	District 7 Meeting, 9:00 a.m. at Riverside Town & Country Club in Blue Earth
November 10, 2015	No Board Meeting *Budgets Work Session, 9:00 a.m.
November 11, 2015	Offices closed for Veteran's Day
November 12, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
November 17, 2015	Board Meeting, 9:00 a.m.
November 17, 2015	Le Sueur – Waseca Community Health Board (CHB) 1:30pm in the Waterville City Council Chambers
November 19, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
November 24, 2015	Board Meeting, 9:00 a.m.
November 26-27, 2015	Offices Closed for Thanksgiving
December 1, 2015	Board Meeting, 9:00 a.m. and CD #38 Public Hearing, 10:00 a.m. held at the Le Center American Legion
December 8, 2015	No Board Meeting
December 10, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building

December 15, 2015	Board Meeting, 4:30 p.m. *Final Levy and Budget Public Hearing, 6:00 p.m. at the LSC Courthouse in the Commission Chambers
December 17, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
December 22, 2015	Board Meeting, 9:00 a.m.
December 24, 2015	Offices Close at Noon for Christmas
December 25, 2015	Offices Closed for Christmas
December 29, 2015	No Board Meeting

2016

January 5, 2016	Board Meeting, 9:00 a.m.
January 12, 2016	No Board Meeting
January 19, 2016	Board Meeting, 9:00 a.m.