



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
COMMISSION CHAMBERS
November 17, 2015**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: November 3, 2015 Minutes and Summary Minutes
RE: Ladies of Ducks Unlimited Gambling Permit

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

3. **9:15 a.m. Human Services (60 min)**

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

5. **10:25 a.m. Pam Simonette and Shayne Bender (10 min)**
RE: Approve values and set auction date

6. **10:35 a.m. Cindy Shaughnessy (10 min)**

7. **10:45 a.m. Darrell Pettis, Administrator/Engineer**
RE: Change Bond Sale date to November 30, 2015
RE: Drainage Database Software Maintenance
RE CLIMB Theater Agreement
RE: Petrofund Reimbursement for Leak #3431
RE: Benco Agreement
RE: 2016 Preliminary Levy
RE: CPA Resolution

8. **Future Meetings**



Le Sueur County, MN

Tuesday, November 17, 2015

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: November 3, 2015 Minutes and Summary Minutes

RE: Ladies of Ducks Unlimited Gambling Permit

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting November 3, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, November 3, 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 Rohlffing and unanimously approved, the Board approved the agenda for the business of the day.

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

- Approved the October 27, 2015 County Board Minutes and Summary Minutes
- Approved the CD #28 Repair Request
- Approved the CD #46 Repair Request
- Approved the CD #44 Repair Request
- Approved the JD #1, Lat 2 Repair Request
- Approved the On-Sale Liquor License for Westwood

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

Soc Serv:	\$ 66,322.26
Financial:	\$ 15,996.46

Josh Mankowski, Environmental Services came before the Board with one item for approval.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved and authorized the Chair to sign the FY 2016 & 2017 Board of Water and Soil Resources Natural Resources Block Grant Agreement in the amount of \$58,565.

Pam Simonette, Auditor-Treasurer came before the Board with one item for approval.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved and authorized the Chair and County Administrator to sign a 2016-2017 Farm Lease Renewal Agreement between Le Sueur County and Dave & Krista Woestehoff.

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

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the 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.

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved the recommendation to advertise for a part time Homemaker in Public Health as a Grade 1, Step 1 at \$12.76 per hour.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the 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.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved the 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.

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved the 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.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to post and advertise for a full time Mechanic I in the Highway Department, Grade 7, Step 1 at \$18.09 per hour.

Cindy Shaughnessy came before the Board with several items for consideration and approval.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved the purchase of monitors and power adaptors from ITsavvy LLC in the amount of \$938.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the request to accept scholarship grants if selected by MDH.

Vicki Walechka came before the Board with one item for approval.

On motion by Gliszinski, seconded by Rohlffing and unanimously approved, the Board approved and authorized the Chair to sign the Grant Agreement between Minnesota Department of Public Safety and Le Sueur County Attorney's Office.

Darrell Pettis, County Administrator/Engineer came before the Board with several items for consideration and approval.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the participation of Le Sueur County in the CSAH 50 street and storm sewer reconstruction project.

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved to award the County Ditch 58 Improvements bid to Dirt Merchant, Inc. in the amount of \$121,952.25.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair and County Administrator to sign the Contract for Local Improvement between Le Sueur County and Saint Peter Municipal Utilities.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved and authorized Pam Simonette, Auditor-Treasurer to sign the Snowmobile FY 2016 Maintenance and Grooming Grant Agreement in the amount of \$37,197.60.

On motion by King, seconded by Connolly and unanimously approved, the Board approved the purchase of a CAL License for the GIS Department in the amount of \$1,000.

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

Warrant #	Vendor Name	Amount
38162	A'Viands	\$ 2,348.04
38170	John Berg Jr MD	\$ 5,936.10
38171	Bolton & Menk Inc.	\$ 8,115.00
38175	Cargill Inc.	\$ 69,586.03
38176	Carquest of Le Center	\$ 2,155.67
38178	Conservation Landscapes	\$ 5,199.75
38187	Fridge Freeze Inc.	\$ 5,836.00
38197	Journeys Toward Healing Counseling Center	\$ 2,452.50
38220	Rivers Edge Hospital Clinic	\$ 5,222.24
38226	S.E.H. Inc.	\$ 60,839.82
38228	St.Peter Lumber Co.	\$ 3,232.11
38229	State of Minnesota	\$135,315.54
38230	Superior Home Health Care Inc.	\$ 2,480.00
38232	Thomson Reuters	\$ 2,021.45
38233	Tire Associates Inc.	\$ 3,242.00
38234	Traxler Construction Inc.	\$ 13,335.12
38242	Waterford Oil Co. Inc.	\$ 13,104.30
68 Claims paid less than \$2,000.00:		\$ 29,773.30
17 Claims paid more than \$2,000.00:		\$340,421.67
85 Total all claims paid:		\$370,194.97

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, November 17, 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, November 3, 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, November 3, 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-Rohlfiing)
- The Board approved the consent agenda: (King-Gliszinski)
 - Approved the October 27, 2015 County Board Minutes and Summary Minutes
 - Approved the CD #28 Repair Request
 - Approved the CD #46 Repair Request
 - Approved the CD #44 Repair Request
 - Approved the JD #1, Lat 2 Repair Request
 - Approved the On-Sale Liquor License for Westwood
- The following cases and claims were approved: Soc Serv: \$ 66,322.26 and Financial: \$ 15,996.46 (King-Gliszinski)
- The Board approved and authorized the Chair to sign the FY 2016 & 2017 Board of Water and Soil Resources Natural Resources Block Grant Agreement in the amount of \$58,565. (Connolly-Rohlfiing)
- The Board approved and authorized the Chair and County Administrator to sign a 2016-2017 Farm Lease Renewal Agreement between Le Sueur County and Dave & Krista Woestehoff. (King-Rohlfiing)
- The Board approved the recommendation to accept the resignation request from Kathy Gray, part time Homemaker in Public Health, effective November 9, 2015. (Gliszinski-Connolly)
- The Board approved the recommendation to advertise for a part time Homemaker in Public Health as a Grade 1, Step 1 at \$12.76 per hour. (Rohlfiing-King)
- The Board approved the 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. (King-Gliszinski)
- The Board approved the 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. (Connolly-Rohlfiing)
- The Board approved the 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. (Rohlfiing-King)
- The Board approved the recommendation to post and advertise for a full time Mechanic I in the Highway Department, Grade 7, Step 1 at \$18.09 per hour. (King-Gliszinski)
- The Board approved the purchase of monitors and power adaptors from ITsavvy LLC in the amount of \$938. (Connolly-Rohlfiing)
- The Board approved the request to accept scholarship grants if selected by MDH. (Gliszinski-King)
- The Board approved and authorized the Chair to sign the Grant Agreement between Minnesota Department of Public Safety and Le Sueur County Attorney's Office. (Gliszinski-Rohlfiing)
- The Board approved the participation of Le Sueur County in the CSAH 50 street and storm sewer reconstruction project. (Rohlfiing-Gliszinski)
- The Board approved to award the County Ditch 58 Improvements bid to Dirt Merchant, Inc. in the amount of \$121,952.25. (Rohlfiing-King)
- The Board approved and authorized the Chair and County Administrator to sign the Contract for Local Improvement between Le Sueur County and Saint Peter Municipal Utilities. (Rohlfiing-Connolly)
- The Board approved and authorized Pam Simonette, Auditor-Treasurer to sign the Snowmobile FY 2016 Maintenance and Grooming Grant Agreement in the amount of \$37,197.60. (King-Rohlfiing)

●The Board approved the purchase of a CAL License for the GIS Department in the amount of \$1,000. (King-Connolly)

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

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38162	A'Viands	\$ 2,348.04
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68 Claims paid less than \$2,000.00:		\$ 29,773.30
17 Claims paid more than \$2,000.00:		\$340,421.67
85 Total all claims paid:		\$370,194.97

●The Board adjourned until Tuesday, November 17, 2015 at 9:00 a.m. (Connolly-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

LG220 Application for Exempt Permit

<p>An exempt permit may be issued to a nonprofit organization that:</p> <ul style="list-style-type: none"> conducts lawful gambling on five or fewer days, and awards less than \$50,000 in prizes during a calendar year. <p>If total prize value for the year will be \$1,500 or less, contact the Licensing Specialist assigned to your county.</p>	<p>Application fee (nonrefundable)</p> <p>If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100.</p>
<p>Organization Information</p>	
<p>Organization Name: Ladies of DU Ducks Unlimited</p>	<p>Previous Gambling Permit Number: X-92456</p>
<p>Minnesota Tax ID Number, if any:</p>	<p>Federal Employer ID Number (FEIN), if any:</p>
<p>Type of Nonprofit Organization (check one):</p> <p> <input type="checkbox"/> Fraternal <input type="checkbox"/> Religious <input type="checkbox"/> Veterans <input checked="" type="checkbox"/> Other Nonprofit Organization </p>	
<p>Mailing Address: 20676 340th Street</p>	<p>City: Le Center State and Zip: MN 56011 County: Le Sueur</p>
<p>Name of Chief Executive Officer (CEO): Ruth Hoefs</p>	<p>[Redacted]</p>
<p>Nonprofit Status</p>	
<p>Attach a copy of ONE of the following for proof of nonprofit status:</p> <p><input type="checkbox"/> Nonprofit Articles of Incorporation OR a current Certificate of Good Standing. Don't have a copy? This certificate must be obtained each year from: Minnesota Secretary of State Business Services Division 60 Empire Drive, Suite 100 St. Paul, MN 55103 Phone: 651-296-2803</p> <p><input type="checkbox"/> IRS income tax exemption (501(c)) letter in your organization's name. Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.</p> <p><input checked="" type="checkbox"/> IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter). If your organization falls under a parent organization, attach copies of both of the following: a. an IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and b. the charter or letter from your parent organization recognizing your organization as a subordinate.</p>	
<p>Gambling Premises Information</p>	
<p>Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Next Chapter Winery</p>	
<p>Address (do not use PO box): 16945 320th Street</p>	<p>City or Township: New Prague, MN Zip Code: 56071 County: Le Sueur</p>
<p>Date(s) of activity (for raffles, indicate the date of the drawing): 1/23/2015</p>	
<p>Check each type of gambling activity that your organization will conduct:</p> <p> <input type="checkbox"/> Bingo* <input type="checkbox"/> Paddlewheels* <input type="checkbox"/> Pull-Tabs* <input type="checkbox"/> Tipboards* </p> <p><input checked="" type="checkbox"/> Raffle (total value of raffle prizes awarded for the year: \$0)</p> <p><small>*Gambling equipment for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.</small></p> <p><small>To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the LIST OF LICENSEES, or call 651-539-1900.</small></p>	

Local Unit of Government Acknowledgment**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

Local unit of government must sign.**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county).

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.166.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

Chief Executive Officer's Signature

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: _____

Print Name: Ruth Hoefs**Requirements****Complete a separate application for:**

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Send application with:

- _____ a copy of your proof of nonprofit status, and
- _____ application fee (nonrefundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100. Make check payable to **State of Minnesota**.

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Financial report and recordkeeping required.

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.mn.gov/gcb.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt raffle records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



Le Sueur County, MN

Tuesday, November 17, 2015

Board Meeting

Item 2

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

Staff Contact:



Le Sueur County, MN

Tuesday, November 17, 2015

Board Meeting

Item 3

9:15 a.m. Human Services (60 min)

Staff Contact:



Department of Human Services

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

Human Services Board Agenda November 17, 2015 @ 9:20 a.m.

100- PRESENTATIONS/INFORMATION:

110: Medica Meeting December 10th

200- PROGRAM GRAPHS & REPORTS:

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

300- BOARD APPROVAL ITEMS:

- 310 - TRIMIN Systems, Inc. Contract (Collections & Social Welfare System Services)
- 320 - Commissioner's Warrants



Le Sueur County, MN

Tuesday, November 17, 2015

Board Meeting

Item 4

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

Staff Contact:



Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

Telephone: 507-357-8517 • Fax: 507-357-8607

Cindy Westerhouse – Human Resources Director

HUMAN RESOURCES

AGENDA ITEMS

November 17, 2015

Recommendation to accept the retirement request from Maureen Tuma, full time Administrative Assistant III in the Records Office, effective November 30, 2015. Maureen has been employed with Le Sueur County since November 1983.

Recommendation to post and advertise for a full time Administrative Assistant III in the Records Office as a Grade 5, Step 1 at \$16.11 per hour.

Recommendation to accept the resignation request from Nicole Hanson, full time Administrative Assistant III in the Records Office, effective December 2, 2015. Nicole has been employed with Le Sueur County since April 2013.

Recommendation to post and advertise for a full time Administrative Assistant III in the Records Office as a Grade 5, Step 1 at \$16.11 per hour.

Recommendation to hire Amanda Worrell, full time Agency Social Worker in Human Services as a Grade 10, Step 1 at \$21.55 per hour, effective November 30, 2015.

Recommendation to accept the resignation request from Kayla Wagner, full time GIS Specialist in the Land Records Department, effective November 30, 2015. Kayla has been employed with Le Sueur County since December 2014.

Recommendation to post and advertise for a full time GIS Specialist in the Land Records Department as a Grade 6, Step 1 at \$17.07 per hour.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, November 17, 2015

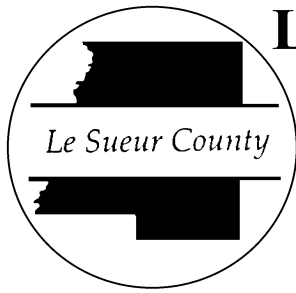
Board Meeting

Item 5

10:25 a.m. Pam Simonette and Shayne Bender (10 min)

RE: Approve values and set auction date

Staff Contact:



Le Sueur County Auditor-Treasurer Office

Pam Simonette

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057
TEL: 507-357-2251 FAX: 507-357-6375

November 13, 2015

Le Sueur County Board of Commissioners<

Please find attached the list of tax forfeited parcels and their values that we need approval on for the upcoming tax forfeit auction. We would like to hold the auction on Wednesday, December 9th, 2015 at 10:00 a.m.

Pam Simonette

<u>Parcel Number</u>	<u>Legal Description</u>	<u>Prior Assessment</u>	<u>Future Assessment</u>	<u>2015 EMV</u>	<u>Re-evaluated EMV</u>	<u>Auction Sale Price</u>	
02.600.0180	Lot 9, Oak Shores Sub-Div	0	0	52,000		\$40,000	
02.600.0200	Lot 10, Oak Shores Sub-Div	0	0	132,500		\$110,000	
02.600.0220	Lot 11, Oak Shores Sub-Div	0	0	40,000		\$20,000	
02.600.0240	Lot 12, Oak Shores Sub-Div	0	0	28,000		\$10,000	
19.440.0240	Lot 11, Block 2, Wells Addn	366.98	0	65,000		\$35,000	
22.600.0040	Lot 4, Block 1, North Ridge Estates	909.85	920.03	8,900		\$3,000	
22.600.0050	Lot 5, Block 1, North Ridge Estates	909.85	920.03	8,900		\$3,000	
22.600.0060	Lot 6, Block 1, North Ridge Estates	909.85	920.03	8,900		\$3,000	
22.600.0110	Lot 11, Block 1, North Ridge Estates	909.85	920.03	9,000		\$3,000	
22.600.0180	Lot 7, Block 2, North Ridge Estates	909.85	920.03	8,900		\$3,000	
22.600.0190	Lot 8, Block 2, North Ridge Estates	909.85	920.03	8,900		\$3,000	
22.600.0270	Lot 5, Block 3, North Ridge Estates	909.85	920.03	8,900		\$3,000	
22.600.0360	Lot 5, Block 5, North Ridge Estates	909.85	920.03	8,900		\$3,000	
22.600.0390	Lot 2, Block 6, North Ridge Estates	909.85	920.03	8,900		\$3,000	
22.600.0420	Lot 5, Block 6, North Ridge Estates	909.85	920.03	8,900		\$3,000	
22.600.0450	Outlot A less 14.32 ac, North Ridge Estates	256,620.26	328,728.82	401,800			City of Montgomery wants held from sale
22.600.0480	Outlot D, North Ridge Estates	16.91	0	17,200		\$3,000	
22.601.0020	Lot 2, Block 1, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0030	Lot 3, Block 1, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0040	Lot 4, Block 1, North Ridge Estates 2nd Addn	2337.97	2985.99	9,100		\$3,000	
22.601.0060	Lot 6, Block 1, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0070	Lot 7, Block 1, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0080	Lot 8, Block 1, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0090	Lot 9, Block 1, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0100	Lot 10, Block 1, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0110	Lot 11, Block 1, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0150	Lot 4, Block 2, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0200	Lot 9, Block 2, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0250	Lot 1, Block 3, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0260	Lot 2, Block 3, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0270	Lot 3, Block 3, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0280	Lot 4, Block 3, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0290	Lot 5,Block 3, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0330	Lot 4, Block 4, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	

22.601.0350	Lot 6, Block 4, North Ridge Estates 2nd Addn	2337.97	2985.99	9,000		\$3,000	
22.601.0370	Lot 8, Block 4, North Ridge Estates 2nd Addn	2337.97	2985.99	8,900		\$3,000	
22.601.0380	Lot 9, Block 4, North Ridge Estates 2nd Addn	2341.23	2985.99	9,100		\$3,000	
22.601.0410	Lot 12, Block 4, North Ridge Estates 2nd addn	2343.41	2985.99	9,800			City of Montgomery wants held from sale
23.613.0480	Lot 48, Block 1, Prague Estates 7th Addn	6462.21	243.17	260,600		\$200,000	



Le Sueur County, MN

Tuesday, November 17, 2015

Board Meeting

Item 6

10:35 a.m. Cindy Shaughnessy (10 min)

Staff Contact:



Public Health
Prevent. Promote. Protect.

LE SUEUR COUNTY PUBLIC HEALTH

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

Le Sueur County Board of Commissioners Meeting
November 17, 2015

Cindy Shaughnessy, Public Health Director

Agenda:

1) Request approval to use Reserve Funds for purchases

- Board approved merging the Community Health budget with the Public Health budget effective January 1, 2016. The \$72,000 CH reserve fund will cease to exist and will transfer to the General Revenue Fund effective January 1, 2016.
- Request approval to purchase a software upgrade, materials for a cubicle reconfiguration at the front desk area and some other items for this area using the CH reserve fund.
- Invoice from CHAMP attached - \$8,791.00
- Invoice from Alternative Business Solution attached - \$893.00

2) School Located Vaccination (SLV) Flu Clinics update

- November 18, 2015 TCU School – Le Center and Lonsdale
- November 19, 2015 Le Sueur-Henderson School
- November 23, 2015 TCU Montgomery School
- November 24, 2015 Waterville-Elysian- Morristown School
- December 2, 2015 Cleveland School
- More information including the schedule, parent letter, consent form, and vaccine information statement is posted on our website at www.co.le-sueur.mn.us – click on Public Health and then go to the Influenza Vaccine tab.

3) CHB Meeting today: Tuesday, Nov. 17th at 1:30pm in Waterville

Champ Software, Inc.
 709 North Riverfront Drive,
 PO Box 2246
 North Mankato, MN 56002

(507)388-4141
 Accounting@champsoftware.com
 http://champsoftware.com

CHAMP Software, Inc.

Invoice

Date	Invoice #
11/09/2015	4518
Terms	Due Date
Net 30	12/09/2015

Bill To
Le Sueur County Public Health Attn: Cindy Shaughnessy 88 South Park Avenue Le Center, MN 56057

Activity	Quantity	Rate	Amount
- Premium package early bird payment	1	7,995.00	7,995.00
- Training	1	796.00	796.00
- Non-Taxable Sales	1	0.00	0.00
Total			58,791.00

Thank you for choosing Nightingale Notes by Champ Software!

PLEASE NOTE OUR NEW ADDRESS



Alternative Business Furniture

6533 Flying Cloud Drive
Suite 800
Eden Prairie, MN 55344

Phone 952-937-7688

Fax 952-937-7691

Received

NOV 9 2015

LeSueur County
Public Health

Invoice

Customer No.: LESUEUR CTY

Invoice No.: 51440

Bill To: **LE SUEUR COUNTY**
88 SOUTH PARK AVE
LE CENTER, MN 56057

Ship To: **LE SUEUR COUNTY**
88 SOUTH PARK AVE
LE CENTER, MN 56057

Date	Purchase Order Number	Terms	Our Order Number	Sales Rep
10/30/15		Net 15	51440	Sue Johnson
Quantity	Description	Unit Price	Amount	

1	PRODUCT PER PROPOSAL/ PURCHASE ORDER	768.09	768.09
1	DELIVERY	125.00	125.00

Invoice subtotal 893.09

Invoice total 893.09

An Affirmative Action Equal Opportunity Employer



PROJECT PROPOSAL

Project: LeSueur County
Contact: Mr. Jim McMillen
Salesperson: Sue Johnson
System: Herman Miller AO2
Date: October 2, 2015 *revised*

PRODUCT SPECIFICATIONS

<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	39 x 12 Non-Powered Panel	68.40	68.40
2	67 x 48 Powered Panel	166.32	332.64
1	67" 2 Way Connector	30.20	30.20
1	39" Finished End	22.40	22.40
1	67" Finished End	25.80	25.80
1	24 x 48 x 60 x 24 Extended Corner Worksurface	180.20	180.20
1	24 x 48" Worksurface	68.20	68.20
7	Yards Fabric Up Charge	5.75	40.25
<i>*Above pricing per MN State Contract number 49756</i>			

Product Total: 768.09
Delivery: 125.00
Installation:
Design: _____

PROJECT TOTAL: \$ 893.09

Applicable Sales Taxes will be added at time of invoicing.



Le Sueur County, MN

Tuesday, November 17, 2015

Board Meeting

Item 7

10:45 a.m. Darrell Pettis, Administrator/Engineer

RE: Change Bond Sale date to November 30, 2015

RE: Drainage Database Software Maintenance

RE CLIMB Theater Agreement

RE: Petrofund Reimbursement for Leak #3431

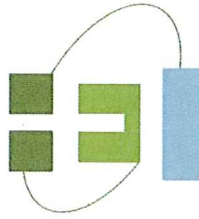
RE: Benco Agreement

RE: 2016 Preliminary Levy

RE: CPA Resolution

Staff Contact:

INVOICE



HoustonEngineering Inc.

Remit to:

1401 21st Ave N, Fargo, ND 58102

Phone: 701.237.5065

Fed Tax ID: 45-0314557

Interest of 1%/month applied to past due invoices

Michael Schultz
District Technician
County of Le Sueur
181 West Minnesota Street
Le Center, MN 56057

September 24, 2015

Invoice No: 0026847

Project R146391-003 Le Sueur DrainageDB

Software Subscription and Professional Services

Software Maintenance: 9/1/2015 - 8/31/16

	4,000.00
Total this Phase	\$4,000.00
Total this Invoice	\$4,000.00

Statement

Houston Engineering, Inc.
1401 21st Avenue North
Fargo, ND 58102
701-237-5065

October 01, 2015

Michael Schultz
County of Le Sueur
181 West Minnesota Street
Le Center, MN 56057

Outstanding Invoices

Number	Date	Balance Due
Project Number: R146391-003 Le Sueur DrainageDB		
0026847	9/24/2015	4,000.00
Total for R146391-003		4,000.00

Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	121 - 150 Days	Over 150 Days
4,000.00					

2015-16 AGREEMENT FOR CLIMB THEATRE SERVICES

THIS AGREEMENT is made and entered into between LeSueur County and CLIMB THEATRE, INC, a Minnesota not-for-profit theater company, 6415 Carmen Avenue East, Inver Grove Heights MN 55076, (hereinafter "CLIMB").

WHEREAS, the LeSueur County desires to provide education on Aquatic Invasive Species in schools located in LeSueur County; and

WHEREAS, CLIMB has developed classes which are directed at children to help them understand Aquatic Invasive Species and how to care for Minnesota's lakes; and

WHEREAS, CLIMB has performed extensively in schools since 1975;

NOW, THEREFORE, in consideration of the mutual promises and benefits stated herein, the parties agree as follows:

1. SERVICES

- a. CLIMB shall plan, schedule and make other preparations necessary to present up to four days of Aquatic Invasive Species classes elementary school students in LeSueur County;
- b. CLIMB shall execute a written agreement between it and each elementary school that schedules the classes. CLIMB shall make a copy of the agreement available to LeSueur County at the time of billing;
- c. CLIMB will indicate that LeSueur County provided funding to help bring the performances to the schools;
- d. CLIMB shall provide LeSueur County the date of the classes, prior to the date CLIMB will visit each school. Performances will take place in 2015-2016 school year.

2. LESUEUR COUNTY OBLIGATIONS

- a. The total payments to CLIMB for classes will not exceed \$2,560.00.
- b. LeSueur County shall pay CLIMB \$550.00 per day of classes and \$90.00 for travel per day of classes.

3. **MANNER OF PAYMENT**

- a. Services performed by CLIMB shall be billed to LeSueur County at the beginning of the month when the performances are scheduled to take place. No claim for services furnished by CLIMB not provided for in this Agreement will be paid by LeSueur County under the terms of this Agreement.
- b. Payment will be made in the manner provided by law for the payment of claims against LeSueur County within forty-five (45) days of receipt of the invoice according to the usual practices and procedures of LeSueur County. CLIMB shall provide LeSueur County with verification of all purchased services provided upon request.
- c. LeSueur County reserves the right to withhold payments without incurring late payment interest pending the receipt of all necessary billing statements and reports requested by LeSueur County to be submitted under this Agreement. In the event LeSueur County decides to withhold payment under this provision, LeSueur County shall furnish written notice to CLIMB prior to the date of the next scheduled payment.
- d. No payment shall be made under this Agreement for any charges incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

4. **TERM**

The term of this Agreement is from the date this Agreement is approved by the LeSueur County to August 31, 2016, the date of the signatures of the parties notwithstanding, unless earlier terminated as provided herein.

5. **TERMINATION**

LeSueur County or CLIMB may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days written notice thereof to the other party. In such event, CLIMB shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

6. **CONDITION SUBSEQUENT**

It is understood and agreed that in the event that reimbursement to LeSueur County from state and federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be reviewed to determine the necessity of renegotiating all or parts of this Agreement.

7. NON-ASSIGNABILITY

CLIMB shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or notation, without the prior written consent of LeSueur County.

8. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with LeSueur County. No tenure or any rights or benefits, including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA or other benefits available to LeSueur County employees, shall accrue to CLIMB or employees of CLIMB performing services under this Agreement.

9. INDEMNIFICATION AND INSURANCE

- a. CLIMB agrees it will defend, indemnify and hold harmless LeSueur County, its officers and employees against any and all liability, loss, costs, damages and expenses which LeSueur County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of CLIMB's performance or failure to adequately perform its obligations pursuant to this Agreement.
- b. CLIMB further agrees that in order to protect itself as well as LeSueur County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:
 1. General liability insurance in the amount of \$500,000 for bodily injury or property damage to any one person and \$1,500,000 for total injuries or damages arising from any one incident as required by LeSueur County.
 2. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to LeSueur County.
 3. Workers Compensation in the statutory amount, if applicable.

A Certificate of Insurance evidencing this coverage must be provided to LeSueur County before this Agreement is effective.

10. MERGER AND MODIFICATION

- a. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreement and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any material alteration, variations, modifications, or waivers or provisions of this Agreement shall be valid only when they have been reduced to in writing as an Amendment and signed by the parties.

11. NONDISCRIMINATION

During the performance of this Agreement, CLIMB agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

13. RECORDS AVAILABILITY AND RETENTION

Pursuant to Minnesota Statute 16C.05, subd. 5, CLIMB agrees that LeSueur County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of CLIMB and involve transactions relating to this Agreement.

CLIMB agrees to maintain and make available for auditing purposes, these records, for a period of six years from the date of termination of this Agreement.

14. COMPLIANCE WITH LAW

CLIMB agrees to conduct the service in compliance with all applicable provisions of Federal, state and local laws.

15. **OTHER CONDITIONS**

- a. Ownership of Performance Rights. The performance(s) governed by this Agreement are the exclusive property of CLIMB or represent property duly licensed to CLIMB. The Host Organization agrees that it shall not reproduce the performance in any fashion or appropriate the content of the performance(s), or any portion thereof, to its own use; further, the Host Organization shall not photograph, film, videotape or otherwise record or preserve the performance(s), or any portion thereof, without written permission from CLIMB. This does not preclude photographs for yearbook or other in school use of photographs or coverage by local press, which is encouraged. Please notify CLIMB of any media coverage you intend to pursue. CLIMB shall retain all rights to the performance, including the exclusive right to record, photograph, broadcast, film or publicize the performance(s). Host Organization shall not, therefore, photograph, broadcast, film or publicize CLIMB's performance(s) except as may be agreed upon by the parties in writing.
- b. Force Major. As the performance(s) governed by this Agreement may be subject to interruption by sickness, inclement weather, accident, act of God or any legitimate or unavoidable circumstance, it is agreed that neither party shall be entitled to damages from the other in the event the performance(s) are interrupted or canceled by such legitimate or unavoidable circumstance.
- c. Rescheduling. In the event that weather or other conditions beyond either party's control force postponement of this program, the activity shall be rescheduled for a date mutually agreed to by both CLIMB and the Host Organization.

16. **DATA PRACTICES**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of CLIMB because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal regulations on data privacy.

17. **FIREARMS PROHIBITED**

No employees, agents, or subcontractors of CLIMB, shall carry or possess a firearm at any time, at any location while acting on behalf of LeSueur County pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to LeSueur County under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

IN WITNESS WHEREOF LeSueur County and CLIMB have respectively caused this Agreement to be duly executed as of the dates written below.

CLIMB

LESUEUR COUNTY

BY _____

BY _____

DATE _____

FEDERAL ID # _____

DATE _____

APPROVED AS TO FORM

BY _____

DATE _____

November 3, 2015

LeSueur County Highway Department
Attn: Darrell Pettis
88 South Park Avenue
Le Center MN 56057

RE: Le Sueur County Shop—Leak #3431

Dear Mr. Pettis:

Information recently provided by American Engineering Testing Inc. and Frattalone Companies Inc. has enabled Petrofund staff to complete the review of your application for reimbursement received on June 2, 2014. Reimbursement of \$141,766.98 has been approved for payment.

Please note that you have three options available to you:

- ▶ **You may appeal the reimbursement determination.** If you choose this option, you must file a written notice setting forth the specific basis for the appeal by **January 2, 2016** (pursuant to Minn. Stat. §115C.12, subd. 1, which provides that the appeal must be made within 60 days of the date of this letter). Any additional information that clarifies or documents the specific basis for your appeal should also be included in your letter. If that information does not lead to a revised staff reimbursement determination, your application will be reviewed by the Petrofund Board at the **March 9, 2016**, Board meeting. The meeting will be held at the Department of Commerce, 85 Seventh Place East, St. Paul, MN. Signs posted at the Department will direct you to the meeting room.
- ▶ **You may advise us in writing that you do not intend to appeal the amount approved for reimbursement.** In this case, your reimbursement will be issued approximately three to four weeks after we have received your written notice.
- ▶ **You may take no action.** If you choose this option, your reimbursement will be issued in approximately three months.

Reimbursement has not been approved for the following:

1. **The costs for soil disposal that exceed the amount actually charged by the disposal facility (by \$3,938.85).** Minn. Stat. §115C.09, subd. 3 provides that costs for which reimbursement is requested must be determined to be reasonable. Steele County Landfill charged \$7,353.90 for soil disposal services

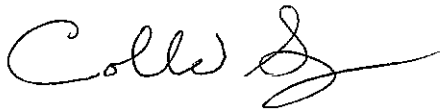
and Frattalone Companies Inc. invoiced an additional \$3,938.85 for these services. Reimbursement has not been approved for the additional costs because the reasonableness of these charges has not been established. Specifically, Frattalone Companies Inc. has not documented what services it provided as part of the soil disposal services.

2. **The costs for hauling that exceed the maximum cost (by \$11,644.25).** You have requested reimbursement for a total of \$18,852.75 in costs for hauling 525 cubic yards of contaminated soil from the leak site to the disposal site (45 miles one way). Minn. Rule 2890.3800 D. provides that hauling has a maximum cost of \$121 plus .30 per cubic yard/mile. In this case, the maximum cost for hauling is \$7,208.50.
3. **The costs for contractor services that have not been documented as reasonable (totaling \$5,363.69).** You have requested reimbursement for demo hauling services and demo disposal services that were performed by Timms Trucking & Excavating and included in the costs invoiced by Frattalone Companies Inc. (see invoice No. 5429, dated April 30, 2014). Timms Trucking & Excavating charged a total of \$4,727.98 for demo hauling and demo disposal and Frattalone Companies Inc. invoiced an additional \$5,363.69 for these services. Reimbursement has not been approved for the additional costs charged by Frattalone Companies Inc. because the reasonableness of these charges has not been established (as required by Minn. Stat. §115C.09, subd. 3). Specifically, Frattalone Companies Inc. has not documented what services it provided as part of the demo hauling and demo disposal services.
4. **The costs for contractor services not documented on the Petrofund invoice form (totaling \$7,035.53).** Reimbursement has not been approved for the \$7,035.53 in costs for contractor services performed by Frattalone Companies Inc. that were not documented on the Petrofund invoice form ((see Minn. Rule 2890.4300).
5. **The costs for consultant services that have not been documented as incurred (totaling \$1,500.00).** Minn. Stat. §115C.09, subd. 1 (b) (1) provides that costs must be actually incurred by the applicant. Reimbursement has not been approved for the \$1,500.00 in costs for consultant services that were not documented as actually incurred.

Darrell Pettis
November 3, 2015
Page 3

If you have any questions, please contact me at 651-539-1513 or 800-638-0418 (outside the Twin Cities), or via e-mail at colleen.schiltz@state.mn.us. The Petrofund fax number is 651-539-0103.

Sincerely,

A handwritten signature in black ink, appearing to read 'Colleen Schiltz', with a long, sweeping horizontal line extending to the right.

Colleen Schiltz
Petrofund Analyst

Copy: American Engineering Testing Inc.

CONTRACT FOR LOCAL IMPROVEMENT

I. This Agreement is made this 06 day of November, 2015, between the Le Sueur County, Minnesota (hereinafter, the County), and Benco Electric Cooperative of City: MANLATO State: MIN Zip: 56002 (hereinafter, the Utility).
-0008

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: 11, 26, 28, 29, and 30.

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: \$ 15,334.60, 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: Benco Electric Cooperative

By: _____

By: Rick Altvies

Name: _____

Name: Ruth Alfjuel

Title: _____

Title: STAKING & DESIGN ENGINEERING DEPT.
BENCO ELECTRIC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

\\sp3020-1\projects\KOIL\Lesur\12850115-final-dsgn\51-const-dwgs-CAD\Utility Contracts\FBWEA\Contract for Local Impr - Boiler Plate - 10-7-2015.docx



November 9, 2015

Mr. Andrew Felber
Short Elliot Hendrickson, Inc.
3535 Vadnais Center Drive
St. Paul, MN 5510-5196

Dear Mr. Felber:

Please accept this letter as information for the Le Sueur County Intersection Lighting Improvements project. BENCO Electric Cooperative charges for the project are as follows:

- Intersection 11 - \$2,926.00
- Intersection 26 - \$2,942.00
- Intersection 28 - \$2,447.60
- Intersection 29 - \$3,002.00
- Intersection 30 - \$4017.00

For the entire project, the total cost will be \$15,334.60.

Feel free to contact me with any additional questions at 507.387.7963 or by email (ricka@benco.org).

Sincerely,

Rick Alfred
BENCO Electric Cooperative
Design / Staking Technician

A RESOLUTION

Affirming [INSERT COUNTY NAME] County's endorsement of the revised County Program Aid formula developed by the Association of Minnesota Counties' County Program Aid Work Group.

WHEREAS, Minnesota's counties are mandated by the state to provide essential services in many program areas including human services, public safety, and transportation; and

WHEREAS, counties depend on County Program Aid ("CPA") for the financial sustainability of these state-mandated, county-administered services; and

WHEREAS, the current structure of the CPA formula, pursuant MS Chapter 447A.0124, creates considerable volatility in the fund's distribution, interfering with counties' abilities to accurately budget for essential services; and

WHEREAS, the current formula's inadequacies have also resulted in the dramatic reduction of funding for one-third of counties, that have lost at least 50 percent of their funding since 2005; and

WHEREAS, despite fluctuations over the past ten years, the state appropriation to the 2015 CPA is equal to the 2005 appropriation making it greatly depressed in terms of inflation; and

WHEREAS, a revised CPA formula in conjunction with additional funding will enable counties to continue to provide quality services that may also translate into reductions in county levies, decreasing the tax burden of Minnesota residents; and

WHEREAS, in October 2014, the Association of Minnesota Counties assembled the CPA Work Group including leadership from twenty counties and representatives from the Metropolitan Inter-County Association and the Minnesota Rural Counties Caucus to analyze and develop a CPA formula that reflects the pressing needs of Minnesota's counties; and

WHEREAS, the CPA Work Group unanimously approved a revised CPA formula that benefits all Minnesota counties by reducing volatility and ensuring a fair distribution of CPA; and

WHEREAS, the Board of Directors of the Association of Minnesota Counties that represents the diverse interests of Minnesota's 87 counties, voted to support the proposed CPA formula revisions; now, therefore,

BE IT RESOLVED, [COUNTY'S NAME] endorses the following revisions to the Minnesota County Program Aid formula:

- A funding increase of \$40 million;
- The creation of a funding floor that guarantees each county \$350,000 in tax base equalization aid ("TBEA");
- Adjustments to the TBEA formula factors to slow down counties' loss of TBEA funding, including: an increase of the per capita factor to \$190 and a decrease of the county adjusted net tax capacity (ANTC) factor to 9 percent;
- The elimination of special funds and transition aid; and
- The creation of a 5% cap on annual CPA losses; ensuring no county will lose more than 5% of its funding each year.

Preliminary County Levy Changes for CY 2016

November 12, 2015

COUNTY NAME	Pay 2015 Final Levy	Pay 2016 Preliminary Levy	\$ Change Levy	% Change Levy
TOTALS	2,809,926,491	2,914,703,006	104,776,515	3.7%
AITKIN	11,999,900	12,448,000	448,100	3.7%
ANOKA	119,408,022	123,885,080	4,477,058	3.7%
BECKER	18,817,616	19,372,550	554,934	2.9%
BELTRAMI	18,827,249	20,137,494	1,310,245	7.0%
BENTON	19,169,476	19,074,713	(94,763)	-0.5%
BIG STONE	4,694,531	4,826,290	131,759	2.8%
BLUE EARTH	29,820,651	30,983,656	1,163,005	3.9%
BROWN	11,839,893	12,370,644	530,751	4.5%
CARLTON	23,552,165	24,495,185	943,020	4.0%
CARVER	49,861,920	50,242,700	380,780	0.8%
CASS	20,182,969	21,475,633	1,292,664	6.4%
CHIPPEWA	8,997,950	9,427,097	429,147	4.8%
CHISAGO	32,450,000	32,450,000	0	0.0%
CLAY	26,155,639	27,635,435	1,479,796	5.7%
CLEARWATER	6,428,509	6,674,029	245,520	3.8%
COOK	6,516,848	7,298,870	782,022	12.0%
COTTONWOOD	8,846,451	9,368,424	521,973	5.9%
CROW WING	34,464,912	34,464,912	0	0.0%
DAKOTA	129,661,717	130,310,026	648,309	0.5%
DODGE	12,077,561	12,694,159	616,598	5.1%
DOUGLAS	25,470,848	25,470,848	0	0.0%
FARIBAULT	9,846,816	10,185,981	339,165	3.4%
FILLMORE	8,869,552	9,312,189	442,637	5.0%
FREEBORN	20,277,103	21,290,958	1,013,855	5.0%
GOODHUE	28,015,490	28,948,405	932,915	3.3%
GRANT	6,039,058	6,340,028	300,970	5.0%
HENNEPIN	695,586,226	726,763,726	31,177,500	4.5%
HOUSTON	11,346,709	11,822,649	475,940	4.2%
HUBBARD	12,800,000	13,500,000	700,000	5.5%
ISANTI	17,448,690	18,286,150	837,460	4.8%
ITASCA	33,933,079	36,643,569	2,710,490	8.0%
JACKSON	9,882,130	10,361,531	479,401	4.9%
KANABEC	10,717,954	10,992,793	274,839	2.6%
KANDIYOHI	29,833,483	31,176,075	1,342,592	4.5%
KITSON	3,615,786	3,784,674	168,888	4.7%
KOOCHICHING	4,119,469	4,119,469	0	0.0%
LAC QUI PARLE	5,287,221	5,442,677	155,456	2.9%
LAKE	9,010,454	9,294,308	283,854	3.2%
LAKE OF THE WOODS	2,497,284	2,547,230	49,946	2.0%
LE SUEUR	16,077,551	17,341,013	1,263,462	7.9%
LINCOLN	5,148,267	5,702,490	554,223	10.8%
LYON	13,247,000	15,271,069	2,024,069	15.3%
MCLEOD	18,293,585	18,793,585	500,000	2.7%
MAHNOMEN	3,982,650	3,982,650	0	0.0%
MARSHALL	5,736,793	6,023,633	286,840	5.0%
MARTIN	12,992,806	13,985,755	992,949	7.6%
MEEKER	13,261,139	13,843,529	582,390	4.4%
MILLE LACS	15,164,041	16,452,984	1,288,943	8.5%
MORRISON	16,964,841	17,806,938	842,097	5.0%
MOWER	18,614,730	19,250,488	635,758	3.4%
MURRAY	6,332,235	6,344,188	11,953	0.2%
NICOLLET	18,564,374	19,402,582	838,208	4.5%

Minnesota Department of Revenue
Property Tax Division

Preliminary County Levy Changes for CY 2016

November 12, 2015

COUNTY NAME	Pay 2015 Final Levy	Pay 2016 Preliminary Levy	\$ Change Levy	% Change Levy
TOTALS	2,809,926,491	2,914,703,006	104,776,515	3.7%
NOBLES	12,096,602	12,968,385	871,783	7.2%
NORMAN	5,280,993	5,613,941	332,948	6.3%
OLMSTED	85,614,250	90,066,190	4,451,940	5.2%
OTTER TAIL	35,033,266	36,692,199	1,658,933	4.7%
PENNINGTON	7,759,737	8,147,724	387,987	5.0%
PINE	15,199,541	15,942,799	743,258	4.9%
PIPESTONE	5,319,059	5,876,772	557,713	10.5%
POLK	20,654,891	21,687,636	1,032,745	5.0%
POPE	8,892,937	9,247,765	354,828	4.0%
RAMSEY	276,538,351	284,416,350	7,877,999	2.8%
RED LAKE	2,486,735	2,672,111	185,376	7.5%
REDWOOD	10,968,138	11,373,770	405,632	3.7%
RENVILLE	13,233,486	13,565,571	332,085	2.5%
RICE	21,352,106	22,836,651	1,484,545	7.0%
ROCK	5,009,217	5,203,362	194,145	3.9%
ROSEAU	6,597,353	6,597,453	100	0.0%
ST LOUIS	116,631,193	116,631,193	0	0.0%
SCOTT	58,812,000	60,870,000	2,058,000	3.5%
SHERBURNE	42,323,421	42,978,238	654,817	1.5%
SIBLEY	12,273,594	12,778,596	505,002	4.1%
STEARNS	69,516,156	71,490,891	1,974,735	2.8%
STEELE	21,517,413	22,439,153	921,740	4.3%
STEVENS	6,914,878	6,914,878	0	0.0%
SWIFT	9,369,828	9,792,657	422,829	4.5%
TODD	14,522,885	14,848,799	325,914	2.2%
TRAVERSE	4,596,816	5,052,469	455,653	9.9%
WABASHA	13,011,186	13,661,745	650,559	5.0%
WADENA	8,017,992	8,300,246	282,254	3.5%
WASECA	12,923,635	13,900,844	977,209	7.6%
WASHINGTON	90,738,000	93,871,900	3,133,900	3.5%
WATONWAN	8,327,417	8,660,514	333,097	4.0%
WILKIN	7,215,925	7,387,947	172,022	2.4%
WINONA	15,919,599	16,476,785	557,186	3.5%
WRIGHT	52,959,811	55,432,065	2,472,254	4.7%
YELLOW MEDICINE	9,546,737	10,186,346	639,609	6.7%



Le Sueur County, MN

Tuesday, November 17, 2015

Board Meeting

Item 8

Future Meetings

Staff Contact:

Future Meetings 2015

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.