



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
COMMISSION CHAMBERS
December 15, 2015**

1. **MEETING STARTS AT 4:30 PM**

2. **4:30 p.m. Agenda and Consent Agenda**
RE: December 1, 2015 Minutes and Summary Minutes
RE: CD #53 Repair Request
RE: CD #51 Repair Request
RE: CD #23 Repair Request
RE: CD #40 Repair Request

3. **4:35 p.m. Claims (10 min)**

4. **4:45 p.m. Human Services (30 min)**

5. **5:15 p.m. Chuck Retka (5 min)**
RE Ney Snowmobile Trail

6. **5:20 p.m. Pam Simonette (5 min)**
RE: Repurchase Application
RE: Credit Card Request

7. **5:25 p.m. Dave Tietz, Sheriff (5 min)**
RE: County Coroner

8. **5:30 p.m. Kathy Brockway, P&Z Administrator (10 minutes)**
RFA-3 Conditional Use Permits

9. **5:40 p.m. Human Resources (10 min)**

10. **5:50 p.m. Fee Changes (10 min)**

11. **6:00 p.m. Budget Hearing**

12. **6:30 p.m. Darrell Pettis (10 min)**
RE: Adopt 2016 Levy
RE: Adopt 2016 Budget
RE: Bid Results for CSAH 7
RE: Approve 2015 Municipal Maintenance Agreements
RE: Grant Agreement for Bridge Project
RE: TH 112 Contract
RE: Buffer Letter
RE: 2016 Board Item Changes: Elected Officials Salaries, Per Diem Eligible
Committees

13. **Future Meetings**



Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 1

MEETING STARTS AT 4:30 PM

Staff Contact:

Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 2

4:30 p.m. Agenda and Consent Agenda

RE: December 1, 2015 Minutes and Summary Minutes

RE: CD #53 Repair Request

RE: CD #51 Repair Request

RE: CD #23 Repair Request

RE: CD #40 Repair Request

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting December 1, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, December 1, 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 Gliszinski, seconded by King and unanimously approved, the Board approved the consent agenda:

- Approved the November 24, 2015 County Board Minutes and Summary Minutes
- Approved the CD #29 Repair Request
- Approved the CD #52 Repair Request

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

Soc Serv:	\$ 63,607.81
Financial:	\$ 19,275.18

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

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved the recommendation to grant regular status to Joshua Mankowski, full time Environmental Resources Specialist, in Environmental Services Water Planning Department, effective November 26, 2015. Joshua has completed the six-month probationary period.

On motion by Connolly, seconded by King and unanimously approved, the Board approved the recommendation to promote Tammy Stewig, full time Administrative Assistant III in Public Health, Grade 5, Step 8 at \$20.61 per hour to a part time Deputy Emergency Management Director in Emergency Management, Grade 9, Step 3 at \$21.84 per hour. Tammy will continue to work as a part time Administrative Assistant III in Public Health.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to accept the resignation request from Marjorie Maetzold, part time Nutrition Educator in Public Health, effective December 15, 2015. Marjorie has been an employee with Le Sueur County since August 2011.

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved the recommendation to advertise for a part time Nutrition Educator in Public Health as a Grade 8, Step 1 at \$19.19 per hour or a part time RN as a Grade 10, Step 1 at \$21.55 per hour.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the recommendation to accept the resignation request from Jessica Born, full time

Jailer/Dispatcher in the Sheriff's Office, effective December 6, 2015. Jessica has been an employee with Le Sueur County since May 2012.

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

Bruce Kimmel, Senior Municipal Advisor with Ehlers came before the Board.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved and authorized the Chair and County Administrator to sign the following bond sale resolution:

SIGNATURE NO-LITIGATION, ARBITRAGE
CERTIFICATE AND PURCHASE PRICE RECEIPT

The undersigned hereby certify that we are the Chairperson and the County Auditor-Treasurer, respectively, of Le Sueur County, Minnesota (the County), and that:

1. In our capacity as such officers, we have caused the true and correct facsimiles of our signatures to be affixed to each bond of an issue of \$2,505,000 General Obligation Bonds, Series 2016A, dated, as originally issued, as of January 5, 2016 (the Bonds). We are duly qualified and acting as such officers and duly authorized to execute the Bonds and the facsimile signatures on each and all of the Bonds are the true and proper signatures of such officers for the execution thereof. The Bonds are in fully registered form. The Bonds have been in all respects duly executed for delivery pursuant to authority conferred upon such officers and no obligations other than the Bonds have been issued pursuant to such authority.

2. The Bonds mature on the dates, bear interest at the rates and are substantially in the form prescribed by a resolution duly adopted by the Board of Commissioners on December 1, 2015 (the Bond Resolution). The Bond Resolution has not been amended or repealed.

3. We have delivered the Bonds to Bond Trust Services Corporation, as Bond Registrar (the Registrar), for authentication and delivery to The Depository Trust Company on behalf of the purchaser, United Bankers' Bank, in Bloomington, Minnesota (the Purchaser). None of the proceedings or records which have been certified to the Purchaser or to Dorsey & Whitney LLP, the attorneys rendering an opinion as to the validity of the Bonds has been in any manner repealed, amended or changed. There has been no material change in the financial condition of the County or the facts affecting the Bonds.

4. No litigation of any nature is now pending or, to the best of our knowledge, threatened, seeking to restrain or enjoin the issuance or delivery of the Bonds or the levy or collection of any ad valorem taxes to pay the interest on or principal of the Bonds, or in any manner questioning the authority or proceedings for the issuance of the Bonds or the application of the proceeds thereof or for the levy or collection of ad valorem taxes, or affecting the validity of the Bonds or questioning the corporate existence or boundaries of the County or the title of any of the present officers thereof to their respective offices.

5. The Preliminary Official Statement prepared for the issuance of the Bonds on behalf of the County by Ehlers & Associates, Inc., as of its date, November 19, 2015, and the Addendum thereto, as of its date, December 1, 2015, and each as of the date of this Certificate, did not and do not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

6. On the basis of facts, estimates and circumstances in existence on the date of issue of the Bonds, the proceeds of the issue will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986 (the Code) and applicable Treasury Regulations (the Regulations). The facts and circumstances upon which this certificate is based are as follows:

(a) The Bonds are being issued to (a) finance a public loan program that assists property owners with site evaluation, design, installation, repair, and replacement of failing individual sewage treatment systems on privately owned property (the Program), pursuant to Minnesota Statutes, Chapter 475 and Section 115.57; and (b) currently refund the County's General Obligation Capital Improvement Plan Bonds, Series 2005B, dated, as originally issued, as of December 1, 2005, maturing in the years 2018 through 2022 and outstanding in the principal amount of \$1,000,000 (the Refunded Bonds). The Refunded Bonds are expected to be called for redemption and prepayment on February 1, 2016 (the Redemption Date), which is within 90 days of the date of issue of the Bonds; the Bonds are therefore not advance refunding bonds. The refunding the Refunded Bonds, pursuant to the optional redemption provisions contained in Section 2.03 of the resolution authorizing the issuance of the Refunded Bonds, will enable the County to achieve a debt service savings of \$76,359.28 on a net present value basis, using the yield on the Bonds as the discount rate.

(b) The County will receive from the Purchaser \$2,543,275.90 for the principal of the Bonds (representing \$2,505,000 plus a net reoffering premium of \$48,296.20, and less underwriter's discount of \$10,020.30), no interest having accrued from their dated date to the date hereof. The principal amount of the portion of the Bonds allocable to the financing of the Program (\$1,510,000) is hereby designated as the "New Money Bonds," and the principal amount of the portion of the Bonds allocable to the refunding of the Refunded Bonds (\$995,000) is hereby designated as the "Refunding Bonds."

(c) Of the amount set forth in (b), \$1,500,000 of the New Money Bonds will be used to pay the costs of the Program, \$1,000,000 of the Refunding Bonds will be deposited in the sinking fund established for the Refunded Bonds and applied to the redemption and prepayment of the Refunded Bonds on the Redemption Date, \$40,608.00 will be used to pay costs of issuance of the Bonds (representing costs of legal services, advertising and printing and similar items), and \$2,667.90 will be deposited in the General Obligation Bonds, Series 2016A Bond Fund created by the Bond Resolution (the Bond Fund).

(d) The County will, within six months of the date hereof, incur substantial binding obligations to third parties to expend at least five percent of the net sale proceeds of the New Money Bonds on the Program.

(e) Work under the Program and allocation of the net sale proceeds of the New Money Bonds to expenditures will proceed with due diligence to completion, and it is reasonably expected the Program will be commenced and all net sale proceeds of the New Money Bonds so allocated by January 5, 2019.

(f) The Bonds have been sold at competitive sale after solicitation of bids by the County's independent municipal advisor. To the best of our knowledge, the price paid by the Purchaser is reasonable under customary standards applied in the market.

(g) There are no other governmental obligations of the County: (i) sold at substantially the same time as the Bonds; (ii) sold pursuant to the same plan of financing with the Bonds; and (iii) reasonably expected to be paid out of substantially the same source of funds as will be used to pay the Bonds. No other general obligation bonds of the County are being sold and issued on the same dates as the Bonds pursuant to the same offering document.

(h) The yield on the Bonds (the Bond Yield) has been calculated, as provided in Section 1.148-4(b) of the Regulations, as that discount rate which when used in computing the present value as of the issue date of all unconditionally payable payments of principal, interest and fees paid or reasonably expected to be paid for qualified guarantees on the Bonds, produces an amount which is equal to the present value, using the same discount rate, of the aggregate issue price thereof. The "issue price" of the Bonds is \$2,553,296.20 (the initial offering price of the Bonds to the public), plus accrued interest of \$-0- on the Bonds from their dated date to the date hereof. Utilizing this methodology and semiannual compounding, the Bond Yield is 1.5760%. The price at which each maturity of the Bonds will be initially reoffered for sale is set forth in the Certificate of Purchaser.

(i) The net sale proceeds of the Bonds, plus investment earnings thereon, do not exceed the amount to be spent by the County to finance the Program, refund the Refunded Bonds and to pay costs of issuance of the Bonds.

(j) As of the date hereof, all sale and investment proceeds of the Refunded Bonds have been expended or will be so expended by the Redemption Date. No such proceeds will become "transferred proceeds" of the Bonds.

(k) The County expects to spend on the Program, within three years from the date hereof, all of the net sale and investment proceeds to be derived by the County from the issuance of the New Money Bonds. Any amount not so expended by said date will, pending expenditure, be invested at a yield which does not exceed the Bond Yield unless the County determines to take advantage of the provisions of Section 1.148-5(c) relating to yield reduction payments. The proceeds of the Refunding Bonds will be expended

solely for refinancing costs of the acquisition and betterment of municipal facilities, which facilities are owned and operated by the County.

(l) The County has not entered into and will not enter into any lease, operating agreement, management agreement or other contractual arrangement which would cause the Bonds to be considered “private activity bonds” or “private loan bonds” as defined in Section 141 of the Code and applicable Regulations. Property acquired by the County with proceeds of the New Money Bonds and property refinanced with proceeds of the Refunding Bonds has not and is not expected to be sold or otherwise disposed of by the County during the term of the Bonds.

(m) The principal of and interest on the Bonds are payable from the Bond Fund. The County expects to use only the Bond Fund to pay principal of or interest on the Bonds and no other funds are pledged as security for the Bonds. The ad valorem taxes pledged to the Bond Fund by the Resolution are expected to produce amounts sufficient to pay all principal of and interest on the Bonds when due, and it is expected the Bond Fund will be depleted each February 1 other than for a reasonable carryover as permitted pursuant to the definition of a “bona fide debt service fund” as set forth in Section 1.148-1(b) of the Regulations. Based upon the foregoing, the Bond Fund is expected to qualify as a “bona fide debt service fund” and amounts deposited therein may be invested without yield restriction.

(n) Amounts deposited in the Bond Fund, other than the sum of \$100,000 qualifying for investment as part of a “minor portion” of the Bonds in accordance with Section 1.148-2(g) of the Regulations, and other than amounts qualifying for investment as part of a “bona fide debt service fund,” shall be invested at a yield not exceeding the Bond Yield within a period of 30 days of the date of deposit into the Bond Fund.

(o) Other than amounts deposited into the Bond Fund, it is not expected that any other replacement proceeds of the Bonds will arise subsequent to the issuance of the Bonds. The weighted average maturity of the Bonds does not exceed 120 percent of the average reasonably expected economic life of the assets financed by the Program.

(p) None of the proceeds of the Bonds will be used to reimburse the County for costs of the Program paid prior to the date of issuance of the Bonds unless the County shall have fully complied with the provisions of Section 1.150-2 of the Regulations with respect to such reimbursed amounts.

(q) In the Bond Resolution, the County has covenanted and agreed with the registered owners of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action that would cause the interest on the Bonds to become subject to taxation under the Code and applicable Regulations and has also covenanted and agreed to comply with the provisions of Section 148(f) of the Code, to the extent applicable to the Bonds.

(r) The Refunded Bonds were not "hedge bonds" (and the Refunding Bonds will not be hedge bonds) as defined in Section 149(g) of the Code since the County reasonably expected to expend not less than 85% of the spendable proceeds of the Refunded Bonds to pay project costs within three years of the date of issue of the Refunded Bonds and not more than 50% of the proceeds of the Refunded Bonds were invested in nonpurpose investments having a substantially guaranteed yield for four years or more. The New Money Bonds are not "hedge bonds" within the meaning of Section 149(g) of the Code. The County reasonably expects to spend not less than 85% of the spendable proceeds of the New Money Bonds on the Program within three years after the date hereof and less than 50% of the proceeds of the Bonds are invested in nonpurpose investments having a substantially guaranteed yield for four years or more.

(s) To the best of the knowledge and belief of the undersigned, the expectations of the County, as set forth above, are reasonable, and there are no present facts, estimates or circumstances which would change the foregoing expectations.

7. On the date hereof the County received from the Purchaser the purchase price of the Bonds set forth in paragraph 6(b) and the Registrar was thereupon directed to deliver the Bonds to The Depository Trust Company on behalf of the Purchaser.

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

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the purchase of a Case 721F Wheel Loader from State bid pricing in the amount of \$148,382 from Titan Machinery. Price includes trade-in of Badger Excavator.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved the final payment to Pearson Bros, Inc. in the amount of \$73,181.43 and authorized the Chair to sign the following acknowledgement:

WHEREAS; Contract No. 20152 Has in all things been completed, and the County Board being fully advised in the premises, NOW THEN BE IT RESOLVED; that we do hereby accept said completed project for and in behalf of the County of Le Sueur and authorize payment as specified herein.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved the advertisement for bids for the Le Sueur County Human Services Remodeling Project. Bids will be opened on January 7, 2016 at 10:00 a.m. at the Le Sueur County Auditor's Office.

At 10:00 a.m. the Board recessed the Board meeting and convened the public hearing on County Ditch #38.

John Kolb, Attorney with Rinke Noonan gave information regarding County Ditch #38 and was available to answer questions.

There were 5 public comments.

On motion by King, seconded by Rohlffing and unanimously approved, the Board closed the public hearing and reconvened the Board Meeting at 10:18 a.m.

Commissioner Gliszinski made a motion to adopt the following Findings and Order:

WHEREAS, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 38, upon the petition of landowners within the benefitted area of LCD 38, investigated whether conditions exist to warrant the redetermination of benefits of LCD 38; and

WHEREAS, upon investigation, the Board has determined the following:

Benefits for LCD 38 were last determined in 1983, prior to the enactment of various laws, regulations and programs protecting wetlands.

The current benefits roll reflects the benefitted properties, benefitted areas and benefit values as determined by viewers based on assumptions regarding the ability of landowners to convert wetlands for agricultural purposes.

Additionally, since the most recent determination of benefits and damages land uses and drainage practices have changed to accelerate and increase to flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of LCD 38. Since the most recent determination of benefits and damages additional lands, not previously determined to be benefitted have improved drainage to take advantage of LCD 38 as an outlet for drainage.

Since the most recent determination of benefits and damages land values have changed within the benefitted area of LCD 38.

The Drainage Authority noticed and held an informational hearing on the proposed redetermination of benefits for LCD 38 on December 1, 2015. The informational hearing was attended by several landowners who confirmed the determinations of the Drainage Authority.

THEREFORE, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 38, finds 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.

ORDER

IT IS HEREBY ORDERED that a Redetermination of Benefits, pursuant to Minnesota Statutes 103E.351 is ordered to be completed and that Ron Ringquist, Bill Anderson and Brad Wick are appointed viewers, with John Dotolo as alternate viewer, to redetermine and report the benefits and damages for LCD 38.

The motion was seconded by Commissioner Rohlffing, and after discussion, the motion to move forward with the Redetermination of Benefits and the Findings and Order were approved by a vote of 5 yes and 0 no.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved the following claims:

Warrant #	Vendor Name	Amount
38540	A'Viands	\$ 3,317.24
38541	Ag Power Enterprises	\$ 3,495.00
38551	Bolton & Menk Inc.	\$ 19,392.50
38552	Boyer Truck Parts	\$ 3,117.24
38556	Cargill Inc.	\$ 15,768.15
38559	Champ Software Inc.	\$ 8,791.00
38564	Contech Engineered Solutions LLC	\$ 5,224.14
38573	Genesis	\$ 2,723.80
38589	Johnson Aggregates	\$ 8,494.25
38593	Kris Engineering Inc.	\$ 16,671.36
38615	S.E.H. Inc.	\$ 53,489.18
38616	S.M.C. Co. Inc.	\$ 6,375.94
38618	Technical Solutions of Madison Lake Inc.	\$ 4,519.44
38622	Tire Associates Inc.	\$ 3,411.36
38623	Traxler Construction Inc.	\$ 2,204.52
38632	Zimmerman Construction	\$ 5,100.00

77 Claims paid less than \$2,000.00:	\$ 24,313.10
16 Claims paid more than \$2,000.00:	\$162,095.12
93 Total all claims paid:	\$186,408.22

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, December 15, 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, December 1, 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, December 1, 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: (Gliszinski-King)
 - Approved the November 24, 2015 County Board Minutes and Summary Minutes
 - Approved the CD #29 Repair Request
 - Approved the CD #52 Repair Request
- The following cases and claims were approved: Soc Serv: \$ 63,607.81 and Financial: \$ 19,275.18 (Gliszinski-King)
- The Board approved the recommendation to grant regular status to Joshua Mankowski, full time Environmental Resources Specialist, in Environmental Services Water Planning Department, effective November 26, 2015.
- The Board approved the recommendation to promote Tammy Stewig, full time Administrative Assistant III in Public Health, Grade 5, Step 8 at \$20.61 per hour to a part time Deputy Emergency Management Director in Emergency Management, Grade 9, Step 3 at \$21.84 per hour. Tammy will continue to work as a part time Administrative Assistant III in Public Health. (Connolly-King)
- The Board approved the recommendation to accept the resignation request from Marjorie Maetzold, part time Nutrition Educator in Public Health, effective December 15, 2015. (King-Gliszinski)
- The Board approved the recommendation to advertise for a part time Nutrition Educator in Public Health as a Grade 8, Step 1 at \$19.19 per hour or a part time RN as a Grade 10, Step 1 at \$21.55 per hour. (Rohlfiing-King)
- The Board approved the recommendation to accept the resignation request from Jessica Born, full time Jailer/Dispatcher in the Sheriff's Office, effective December 6, 2015. (Gliszinski-Connolly)
- The Board approved the recommendation to post and advertise for a full time Jailer/Dispatcher in the Sheriff's Office as a Grade 6, Step 1 at \$17.07 per hour. (Connolly-Rohlfiing)
- The Board approved and authorized the Chair and County Administrator to sign the bond sale resolution. (Connolly-Rohlfiing)
- The Board approved the purchase of a Case 721F Wheel Loader from State bid pricing in the amount of \$148,382 from Titan Machinery. Price includes trade-in of Badger Excavator. (Gliszinski-Connolly)
- The Board approved the final payment to Pearson Bros, Inc. in the amount of \$73,181.43 and authorized the Chair to sign the project acknowledgement. (Rohlfiing-King)
- The Board approved the advertisement for bids for the Le Sueur County Human Services Remodeling Project. Bids will be opened on January 7, 2016 at 10:00 a.m. at the Le Sueur County Auditor's Office. (Rohlfiing-King)
- At 10:00 a.m. the Board recessed the Board meeting and convened the public hearing on County Ditch #38.
- The Board closed the public hearing and reconvened the Board Meeting at 10:18 a.m. (King-Rohlfiing)
- The Board approved to move forward with the Redetermination of Benefits for County Ditch #38. (Gliszinski-Rohlfiing)
- The Board approved the following claims: (Rohlfiing-Connolly)

Warrant #	Vendor Name	Amount
38540	A'Viands	\$ 3,317.24
38541	Ag Power Enterprises	\$ 3,495.00
38551	Bolton & Menk Inc.	\$ 19,392.50
38552	Boyer Truck Parts	\$ 3,117.24

38556	Cargill Inc.	\$ 15,768.15
38559	Champ Software Inc.	\$ 8,791.00
38564	Contech Engineered Solutions LLC	\$ 5,224.14
38573	Genesis	\$ 2,723.80
38589	Johnson Aggregates	\$ 8,494.25
38593	Kris Engineering Inc.	\$ 16,671.36
38615	S.E.H. Inc.	\$ 53,489.18
38616	S.M.C. Co. Inc.	\$ 6,375.94
38618	Technical Solutions of Madison Lake Inc.	\$ 4,519.44
38622	Tire Associates Inc.	\$ 3,411.36
38623	Traxler Construction Inc.	\$ 2,204.52
38632	Zimmerman Construction	\$ 5,100.00
77	Claims paid less than \$2,000.00:	\$ 24,313.10
16	Claims paid more than \$2,000.00:	\$162,095.12
93	Total all claims paid:	\$186,408.22
	●The Board adjourned until Tuesday, December 15, 2015 at 4:30 p.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 # 53 located in Lexington township(s), Section 17

Signed

Address & Phone No.

Brod Thais

952-290-0788

Date: 11-25-15

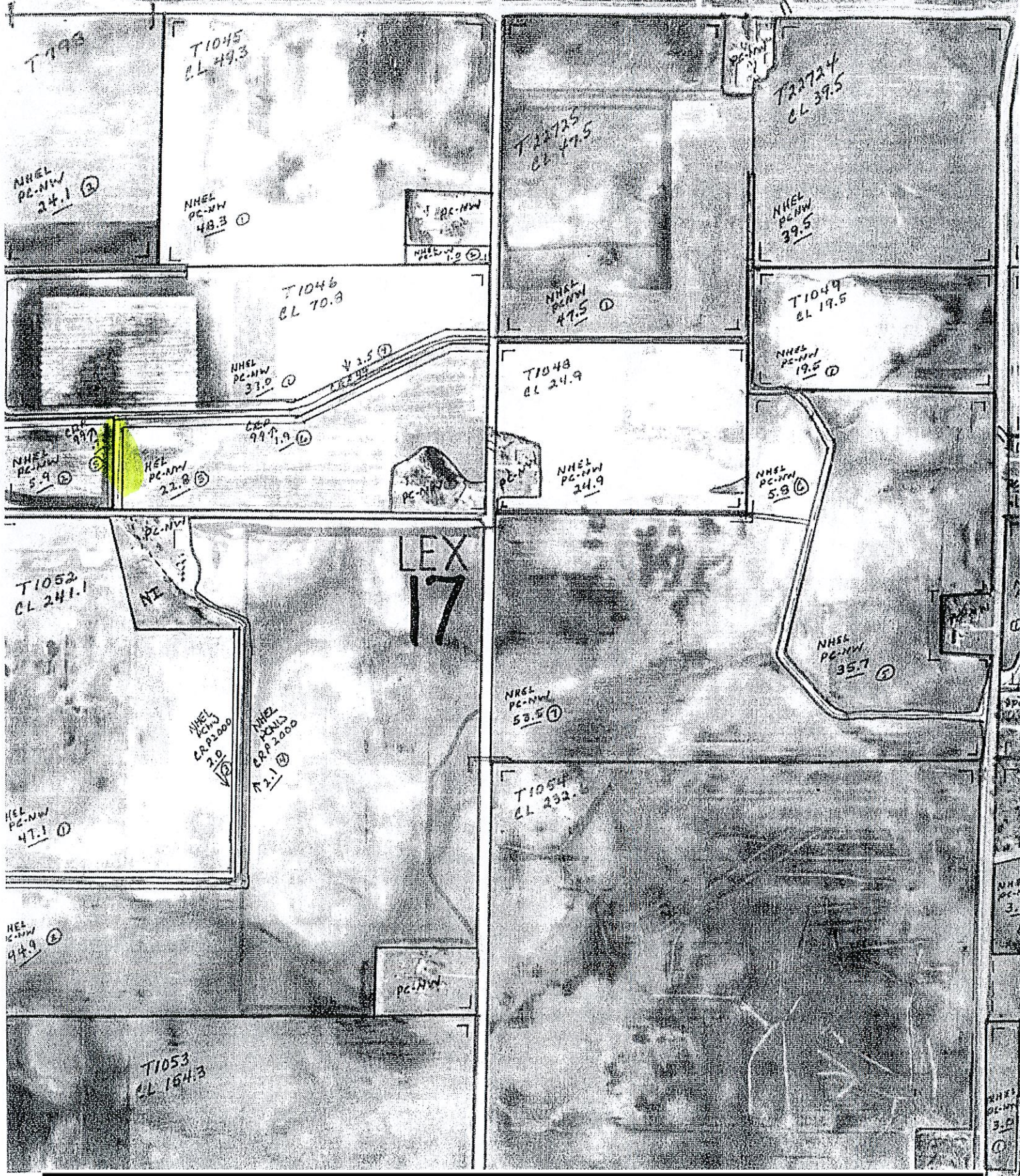
Description of problem: washing out needs

Repair

Needs repair.
Roger Rabland
11-30-15

T=Tract Number W=Wetland FW=Farmed Wetland NW=Non-Wetland	AH=Multiple Tract Number CW=Converted Wetland NA=Non-Agricultural AW=Artificial Wetland	HEL=Highly Erodible Land NHLE=Non-Highly Erodible PC=Prior Converted Wetland ECW=Exempt (Commenced) CW	MW=Minimal Effect Wetland (Exempt) MWC, MWM, MWR=See SWCD NC=Non-cropland NI=Non-inventoried
COUNTY	NOT TO SCALE	REPRODUCED	CROP YEAR
LE SUEUR		2001	2001
			PHOTO NO. F-6

SEE F-5



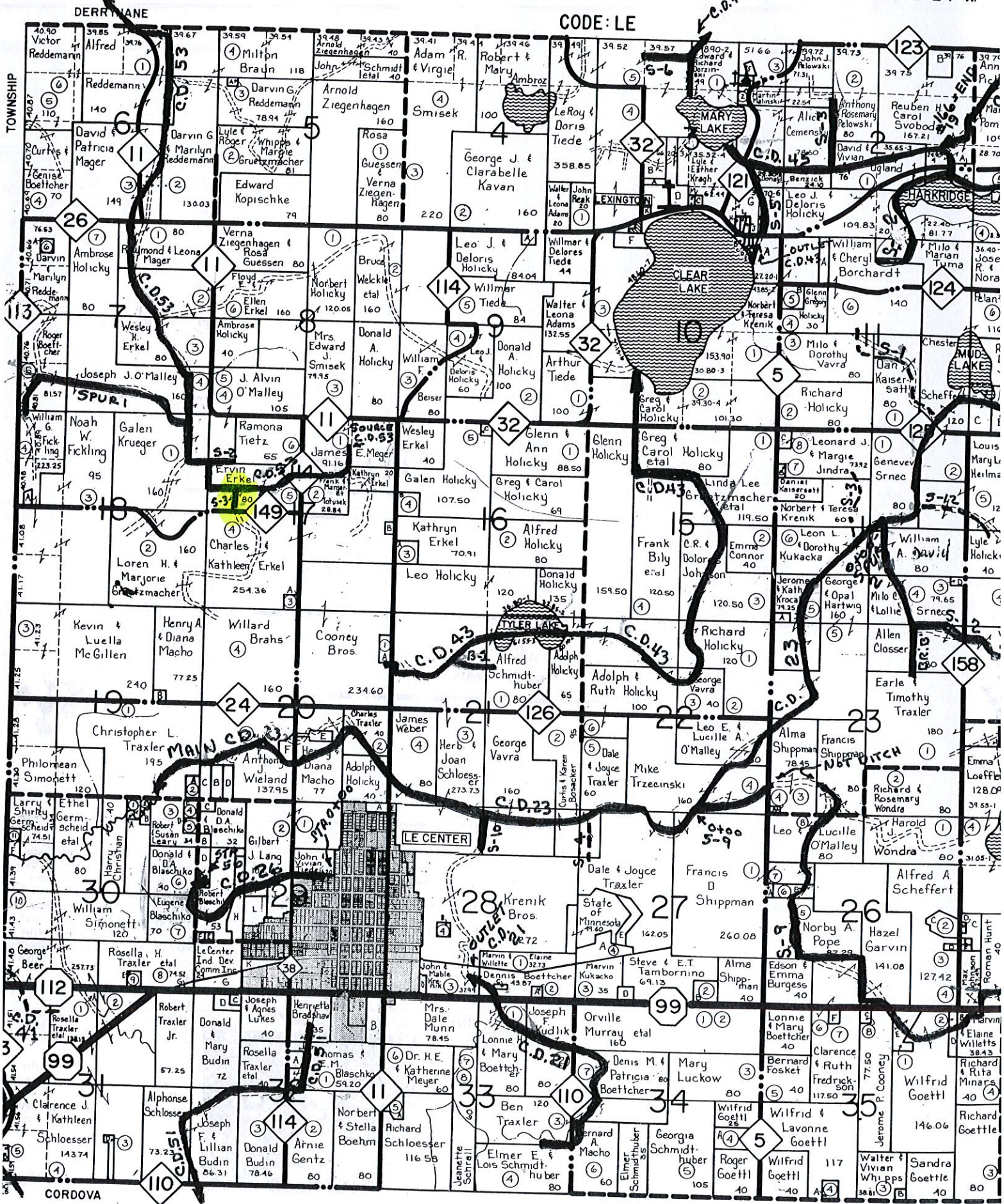


LEXINGTON

TOWNSHIP: 111 N.

RANGE: 24 W.

CODE: LE



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 # 51 located in Sharon ^{suet 36} township.

Signed	Address/Phone #
<u>Jessie Cozy</u>	Cell <u>527-381-2531</u>
_____	_____
_____	_____
_____	_____

Date: 11-30-15

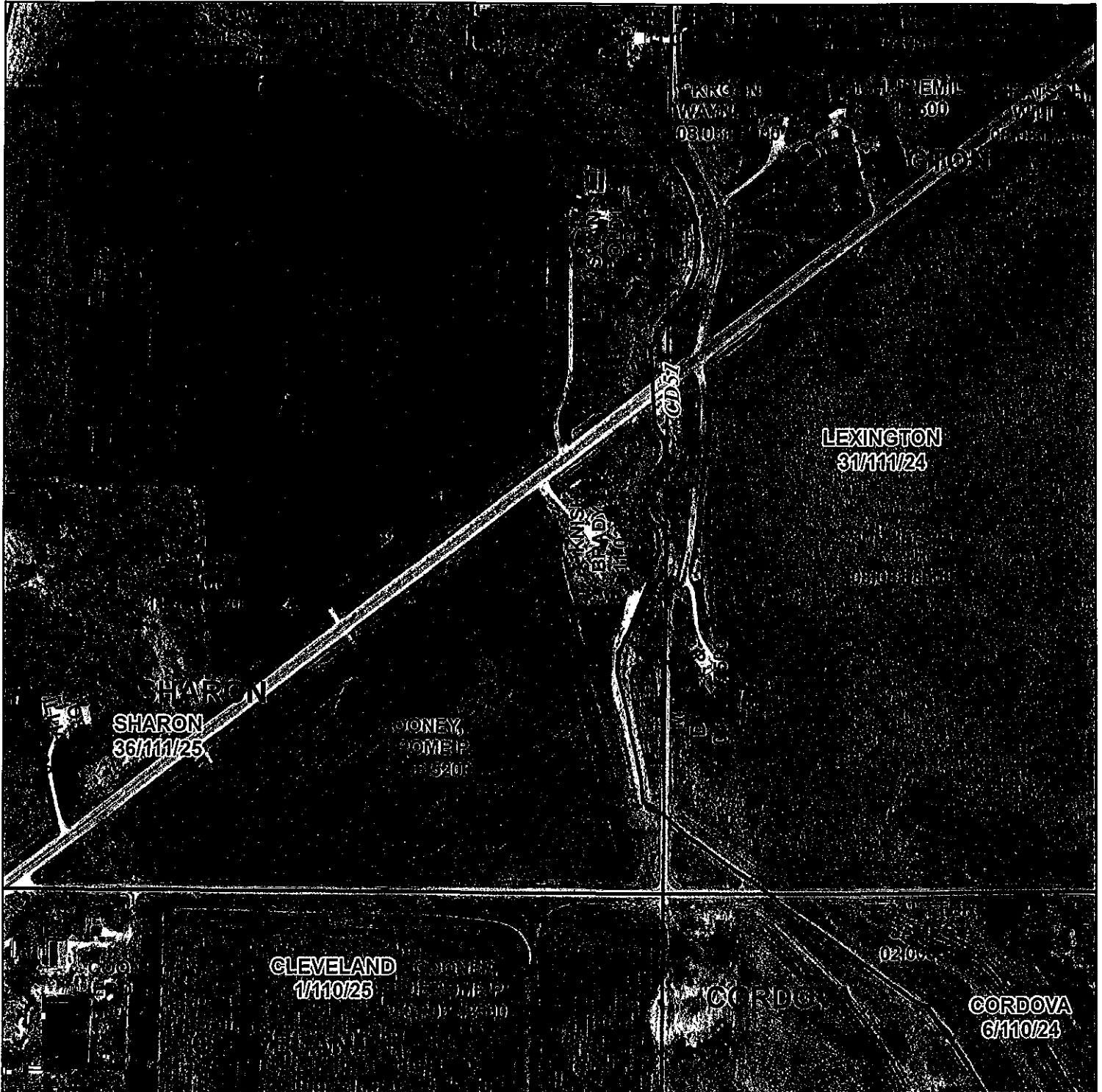
Description of problem: Pitch plug
Clean out ^{Hwy.} 99 to ^{county} 110

Needs cleaning.
Roger Rubland
12-3-15

Landowner: Jerome Cooney

Le Sueur Soil and Water Conservation District
Township & Section: Sharon 36

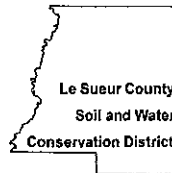
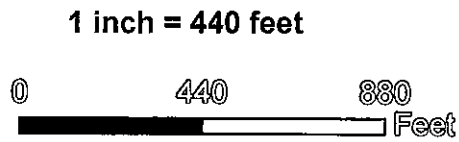
Date: 11/30/2015
Assisted By: Joe Jirik



Legend

County Ditch
Type

- ▶ MAIN
- ▭ PolTwpPoly
- ▭ Sections



Le Sueur County Soil & Water Conservation District

Le Sueur County Soil and Water Conservation District
181 W. Minnesota St.
Le Center, MN 56057

Prepared by: Joe Jirik
Phone: (507)-357-6322
Fax: (507)-357-6322
Email: jjirik@le-sueur.org

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 # 23 located in Lexington Sect 14 township(s).

Signed

Address & Phone No.

William B Daniel

36650 201st Ave

Le Center, MN 56057

home 952 378 0741

cell 507 420 5342

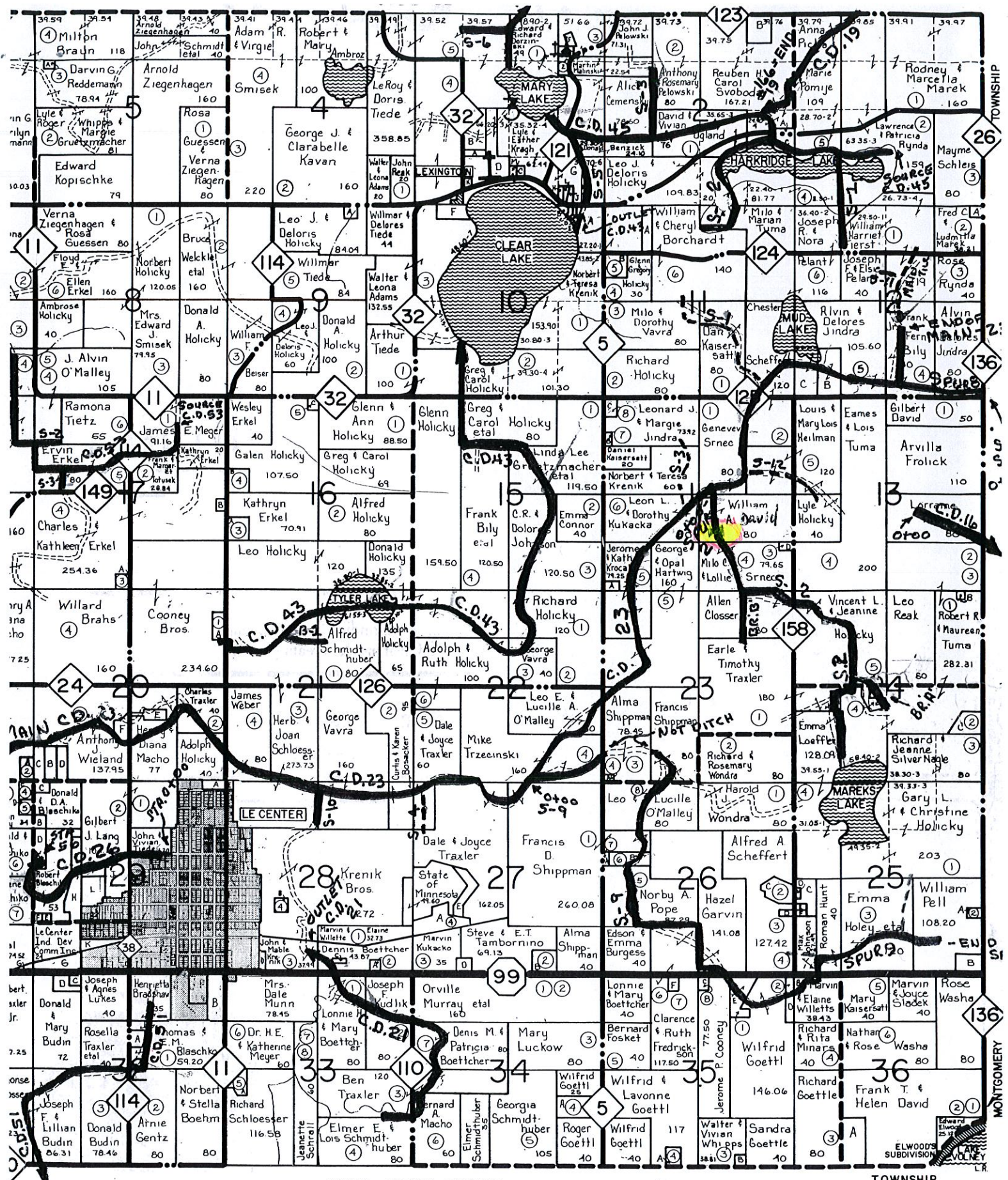
Date: Dec 4 2015

Description of problem: The Path on Existing culvert to narrow. Need to be 20 feet wide

Needs to be repaired.

Progn Rubland

12-7-15



SMALL TRACT OWNERS
 SEE SMALL TRACT SECTION FOLLOWING TOWNSHIP MAPS

TYRONE	DEERYMANE	LANESBURGH
OTTAWA	SHARON	LESLINGTON
CLEVELAND	CORNOVA	KILKENNY

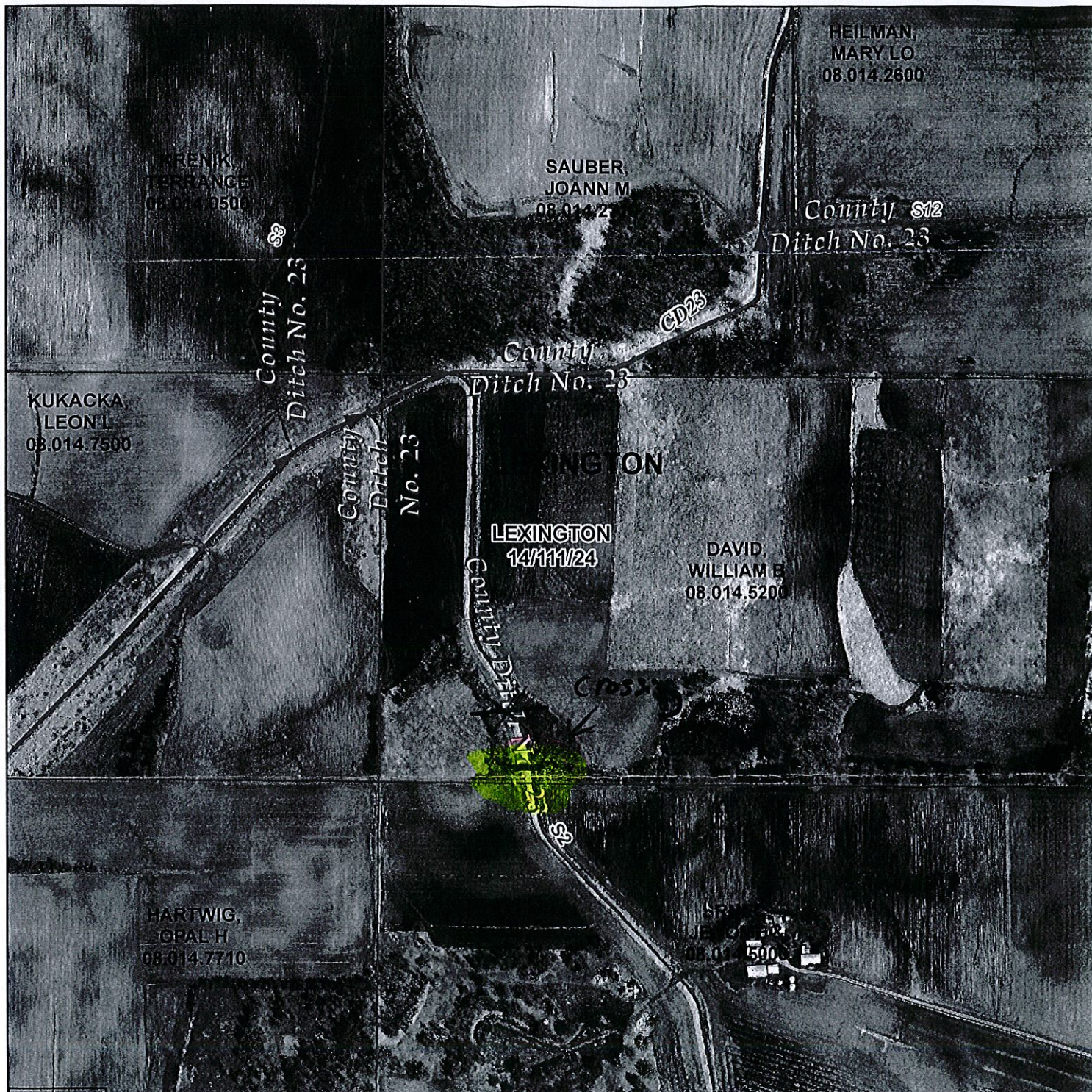


Landowner: Bill David

Contact: 507-420-5342

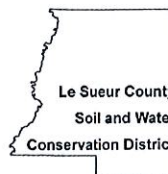
Le-Sueur Soil and Water Conservation District
Township & Section: Lexington 14

Date: 11/13/2015
Assisted By: Joe Jirik



Legend	
County Ditch	Type
—	MAIN
—	SPUR
- - -	TILE
—	Cadastral Line
AlphaTag	Parcel Line
—	Water Line
■	PolTwpPoly
□	Sections

1 inch = 440 feet



Le Sueur County Soil & Water Conservation District

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

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 # 40 located in Montgomery Township township(s).

Signed

Address & Phone No:

Kevin Johnson Soreac Foods 612-856-0344

Date: 12-7-15

Description of problem: Ditch needs cleaning & culvert
is collapsed

Needs cleaning & Replace cmp.

Roger Puhlich
12-7-15

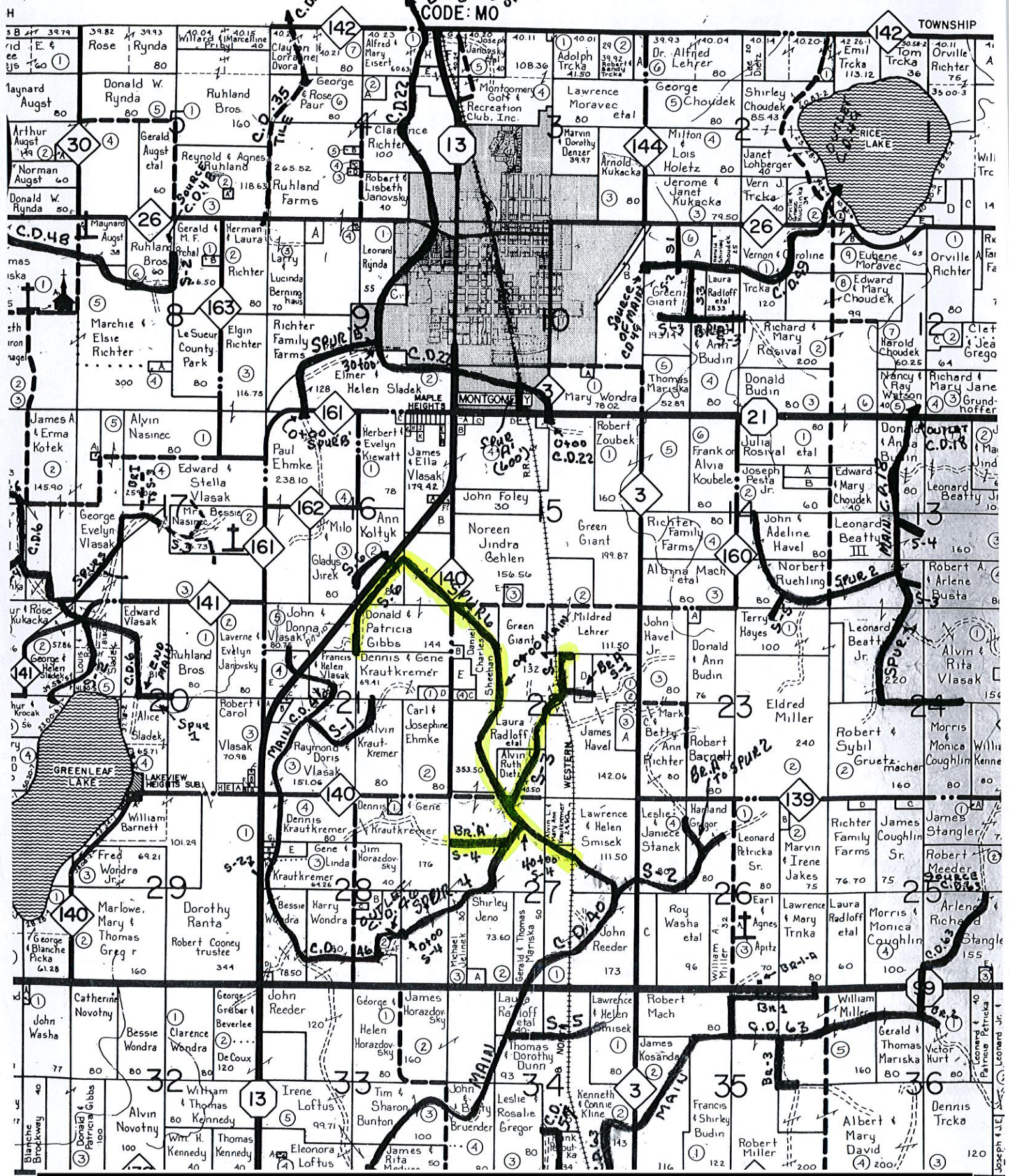


MAP OF MONTGOMERY



TOWNSHIP: III N.

RANGE: 23 W.





Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 3

4:35 p.m. Claims (10 min)

Staff Contact:



Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 4

4:45 p.m. Human Services (30 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 December 15th, 2015 @ 4:45 p.m.

100- PRESENTATIONS:

- 110- New Commissioner to DHS Appointed
- 120- Update on Medica Meeting
- 130- Relocation
- 140- EDMS Update

200- INFORMATIONAL ITEMS:

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

300- BOARD APPROVAL ITEMS:

- 310 - South Central Community Based Initiative Joint Powers Board Agreement
- 320 - Aging Services for Communities Contract
- 330 - Commissioner's Warrants

South Central Community Based Initiative JOINT POWERS AGREEMENT

Article 1 Enabling Authority

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Parties," and individually as "Party" which are signatories to this "Agreement." This agreement supersedes the Joint Powers Agreements dated January 2009 and January 2012.

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

Minnesota Statutes, Section 245.4661 provides that a political subdivision may implement pilot projects to provide alternatives to or enhance coordination of the delivery of mental health services required under the Minnesota Comprehensive Adult Mental Health Act, Minnesota Statutes, sections 245.461 to 245.486.

In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59 and Minnesota Statutes, sections 245.461 to 245.486 the following Parties:

Blue Earth County
Brown County
Faribault County
Martin County

Freeborn County
Le Sueur County
Nicollet County
Rice County

Sibley County
Watonwan County

Also referred to herein as "Participating County" hereto agree as follows:

Article 2 Purpose

The purpose of this agreement is to provide for the joint exercise of the parties' powers requiring regional coordination to plan for the needs of the South Central Community Based Initiative. The joint exercise of the parties' powers pursuant to this agreement is intended to supplement and complement but not supplant the parties' joint and individual powers of planning, coordination, and costs incurred on issues relative to:

- 2.1. Providing services to persons with mental illness in the most clinically-appropriate, person-centered, least restrictive, and cost-effective ways
- 2.2. Providing other similar or related services and programs as determined by the Joint Powers Board ("Board").
- 2.3. Establishing procedures to add qualifying Parties to this Agreement.

- 2.4. Establishing a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.
- 2.5. Achieving the overall goal of South Central Community Based Initiative, which is for consumers to ensure that persons experiencing serious and persistent mental illness receive services:
- of the right amount;
 - at the right time;
 - in the most appropriate, least restrictive setting;
 - as close to the consumer's home as possible;
 - Using a strengths-based approach to treatment
 - that balances consumer choice with community safety;
 - in a cost-effective manner; and
 - that supports consumer goals.

Article 3 Name

The name of this entity shall be South Central Community Based Initiative hereinafter sometimes referred to as the SCCBI.

Article 4 Governance

- 4.1 Governing Board. A governing board shall be formed to oversee the operation of the SCCBI and shall be known as the Board.
- 4.1.1. The membership of the Board shall be comprised of one representative appointed by each Party to this Agreement. The representative need not be an elected member of the Party but must be an agent or employee of the Party. An alternate can be designated by each participating county's governing body, in the event the member appointed to the Board is temporarily unable to attend. An alternate shall possess the same qualifications as the Board Member. Any designation of an alternate shall be in writing, signed by the appropriate county, and delivered to the Board Chair.
- 4.1.2. Documentation. Resolutions or other documentation of designation shall be filed with the Board Chair.
- 4.1.3. Members not Employees. Members of the Board are not employees of the SCCBI and will not be compensated for serving on the Board. For all intents and purposes while serving on the Board, including but not limited to workers compensation, each member of the Board is an employee of the Party that made the appointment.
- 4.2. Terms; Vacancies. Board members shall serve until the appointing authority makes a change. The appointing entity shall appoint a designee and/or alternate as soon as reasonably possible after a vacancy occurs.

- 4.3. Officers of the Board. The Board shall elect a Chair and Vice Chair from its membership who shall serve for two years.
- 4.3.1. Election of Officers. The election of the Chair and Vice-Chair shall be conducted at the first Board meeting of even number years.
- 4.3.2. Additions to the Board. The Board may elect or appoint such other officers as it deems necessary to conduct the affairs of the organization.
- 4.3.3. Secretary/Treasurer. The Board may elect or appoint a secretary/treasurer.
- 4.3.4. Committees. The Board shall have the authority to appoint such committees as it deems necessary to fulfill the purpose of the organization.
- 4.4. Meetings. The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law).
- 4.5. Voting. A quorum shall consist of no less than fifty-one percent (51%) of Board members or alternates eligible to vote. Board actions shall be determined by a majority of the votes cast at the meeting. Abstentions shall not be counted as votes cast for the purpose of this section. Proxy votes are not permitted.
- 4.6. By-Laws. The Board may adopt bylaws to govern its operations. Such bylaws shall be consistent with the Agreement and applicable law.
- 4.7. Amendments. This agreement may be amended only in writing and upon the consent of the governing bodies of all of the parties.
- 4.8. Records, Accounts and Reports.
- 4.8.1. Records and Reports. The books and records, including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minn. Stat. Ch. 13, and Minn. Stat. § 16C.05, Subd. 5. The Board may appoint any of its member parties, to act as fiscal agent, to provide any and all budgeting and accounting services necessary or convenient for the Board. The chief financial officer of the party so selected shall act as comptroller for the Board and shall draw warrants to pay demands against the Board when the demands have been approved by the Board. The fiscal agent shall ensure the strict accountability of all funds and accurate reporting of all receipts and reimbursements. All funds shall be accounted for according to generally accepted accounting principles.
- 4.8.2. Receipts and Disbursements. The Board may disburse funds in a manner that is consistent with this agreement and with the method provided by law for the disbursement of funds. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law. A report of all receipts and disbursements shall be forwarded to the members monthly and on an annual basis. All funds shall be accounted for according to generally accepted accounting principles.

Article 5 Duties of the Board

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

Article 6 Powers of the Board

- 6.1. General Powers. The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law.
- 6.2. Specific Powers.
- 6.2.1. Contracts. The Board may enter into contracts necessary for the exercise of its duties and responsibilities to govern the SCCBI. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law (i.e., fiscal management, personnel management).
- 6.2.2. Annual Budget. The fiscal year of the SCCBI shall be the calendar year, January 1 through December 31. An annual budget shall be prepared and submitted to the Board by the fiscal agent, consistent with member County budgeting timelines. The Board shall approve the annual budget by January 1 and if approved, no member County annual budgeted financial obligation to SCCBI can be increased without their consent.
- 6.2.3. Insurance. The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement, distinct from insurance which may be provided by each party, and consistent with the risk exposure of the Board under the state tort liability limits found in Chapter 466 of the Minnesota Statutes.

Article 7 Indemnification and Hold Harmless

- 7.1. Applicability. The SCCBI shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. SCCBI shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.
- 7.2. Indemnification and Hold Harmless. The SCCBI shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the

agents of the SCCBI. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.

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

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

However, the parties other than the appointed jurisdiction that serves as fiduciary responsibilities agree to save and hold harmless the jurisdiction and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of any failure by the other parties or their subcontractors, agents, or employees to comply with any restrictions placed on use of funds by any governmental entity which are disbursed to them by the jurisdiction pursuant to this agreement.

- 7.3 Under no circumstances shall a Party be required to pay on behalf of itself or other parties, any amount in excess of the limits of liability established in Minn. Stat. Chapter 466, applicable to any third party claim or action. The statutory limits of liability for some, or all, of the Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim or action.

Article 8 Term

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

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

Article 9 Withdrawal and Termination

- 9.1. Withdrawal: Any Party shall have the right to withdraw from this Agreement and the SCCBI created in the following manner:

The Party withdrawing shall pass a resolution declaring its intent to withdraw effective on a specified date, which date shall not be less than ninety (90) days from the day of the resolution, and shall send a certified copy of such resolution to the chairperson of the SCCBI Joint Powers Board not less than ninety (90) days before the effective date of withdrawal. The certified copy of such resolution shall be sent by certified, return receipt mail to the Chairperson of the SCCBI Board.

Upon receipt of the resolution of a withdrawal, the Chairperson shall, within ten (10) workdays, mail copies of the resolution to all Parties and all SCCBI members.

- 9.2. When a Party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent quarter unless the resolution declaring its withdrawal is sent later than the first day of the last month in the quarter, in which case, fiscal liability will be limited to that accruing within sixty (60) days of the notice declaring its withdrawal; and any payment in excess of this amount shall be refunded to the withdrawing Party immediately.

The withdrawing Party shall not be entitled to a refund of fees paid to the SCCBI prior to the effective date of withdrawal.

Notwithstanding a Party's authority to withdraw, this Agreement and the Joint Powers Board created hereby shall continue in force until all non-withdrawing Parties mutually agree to terminate this Agreement.

The Parties continuing this Agreement and the Joint Powers Board created hereby shall indemnify, defend, and hold harmless any withdrawing Party who has withdrawn in accordance with the terms of this Agreement.

After the effective date of termination of this agreement by all Parties, the SCCBI shall continue to exist for the limited purpose of discharging the SCCBI's debts and liabilities, settling its affairs, and disposing of its property and surplus monies, if any.

- 9.3. Termination. This Agreement shall remain in force until December 31, 2020, and it shall terminate then unless continued for an additional term or terms by the written agreement of all Parties. The parties agree to review the terms of the agreement in January 2020 and every five (5) years thereafter.

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

9.3.1A Financial obligations shall continue until discharged by law, this Agreement or any other agreement.

9.3.1B In case of termination, all unused funds and surplus property held by the SCCBI shall be distributed in accordance with grantor agreement of the State of Minnesota or otherwise in proportion to the total population of the respective counties as reported by the most recent census. Any distribution or unused fund or surplus property would go only to Parties who were members of the effective date of the termination of this Agreement.

Article 10 Miscellaneous

- 10.1. Reservation of Authority. All responsibilities not specifically set out to be jointly exercised by the Board under this agreement are hereby reserved to the parties and each of them. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide the services contemplated for this Agreement as outlined in the Purpose Article 2 above.

- 10.2. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the member party that is appointed fiscal agent by the Board.

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

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

Approved as to form and execution: COUNTY OF _____

County Attorney/Date

By: _____
Chair of Board

Date of Signature: _____

Attest: _____
Clerk of Board

COUNTY OF LE SUEUR
STANDARD AGREEMENT

THIS AGREEMENT, by and between the County of Le Sueur, Minnesota, hereinafter referred to as “County”, and Aging Services for Communities, 212 1st Street South, PO Box 7, Montgomery, Minnesota, hereinafter referred to as “Provider”.

RECITALS:

- a. Provider is qualified for the purpose of providing transportation; and
- b. The County seeks to enter into an agreement for the provision of transportation through the volunteer drivers program.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the County and Provider hereby agrees as follows:

1. **Compensation and Terms of Payment**

a. Compensation

Provider shall be compensated at an administrative rate of \$17.00 per trip.

Provider shall be reimbursed for “no-show” pick-ups and cancellations at the above rates and are reviewed on a case-by-case basis.

Volunteer drivers shall be reimbursed a stipend of \$6.00 for trips 10 miles and under and \$12.00 for trips 11 miles or more, plus the current IRS mileage reimbursement and approved meals and parking expenses.

b. Terms of Payment

- 1) Provider shall submit original invoices on a bi-weekly basis to the authorized agent of the County for payment of work completed. The authorized agent shall have the authority to review the invoices, and no payment shall be made without the approval of the authorized agent. The authorized agent of the County shall make payments within thirty (30) days after receipt of invoices for services performed and acceptance of such services.

2. **Condition of Payment**

All services provided by Provider pursuant to this agreement shall be performed to the satisfaction of the County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the County to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

3. Scope of Services

Provider agrees to furnish the following services during the term of the agreement:

Provider will provide transportation services for County identified clients through their network of volunteer drivers.

Responsibilities of Provider:

1. Make transportation arrangements with drivers upon request from the County.
2. Conduct criminal background checks on each driver and provide verification to the County upon request.
3. Ensure that the drivers meet minimum insurance requirements as set out below and provide verification to the County upon request.

Responsibilities of County:

1. Verify that no other means of transportation is available.
2. Contact Provider with request information.
3. Assess the client's potential for dangerous behavior prior to transport occurring. If the client is determined unsafe to transport, the County will not refer the client to the Provider.

4. Effective Date of Contract

This agreement shall be effective January 1, 2016

5. Term of Contract

This agreement shall remain in effect until December 31, 2016 or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

6. Authorized Agents

Le Sueur County shall appoint an authorized agent for the purpose of administration of this agreement. Provider is notified of the authorized agent of Le Sueur County as:

Deb Serich, Financial Assistance Supervisor
Le Sueur County Human Services
88 South Park Avenue
Le Center, MN 56057
507-357-8514
507-357-6122 FAX
dserich@co.le-sueur.mn.us

The County is notified the authorized agent for the Provider is as follows:

Karen Hiscox, Executive Director/CFO
Aging Services for Communities (ASC)
212 1st Street South
PO Box 7
Montgomery, MN 56069
507-364-5663, Ext. 22
507-364-5454 FAX
karen@aging-services.org

7. County and State Audit

Pursuant to Minn. Stat. Section 16C.05, Subd. 5 (2007), the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by County and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by Provider for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the authorized agent of the County notifies Provider in writing that the records need no longer be kept.

8. Indemnity

Provider agrees to defend, indemnify, and hold the County, its employees and official harmless from any claims, demands, action or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the provider, its volunteers, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relations to any of the work or services to be performed or furnished by the vendor, its volunteers, or the subcontractors, partners or independent contractors or any of their agents or employees under the Agreement.

Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Provider under this Agreement. Provider shall, without additional compensation, correct or revise any errors or deficiencies in Provider's final reports and services.

9. Insurance

Provider shall not commence work under this Agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Provider until final completion of the work.

a. Workers' Compensation

1. State: Minnesota – Statutory
2. Employer's Liability with minimum limits of:
Bodily Injury by Accident: \$100,000 each Accident
Bodily Injury by Disease: \$100,000 each Employee
Bodily Injury by Disease: \$500,000 policy limit
3. Benefits required by union labor contracts: as applicable

In the event Provider is a sole proprietor and has not elected to provide workers' compensation insurance, Provider shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the County before entering into the Agreement.

b. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising and Personal Injury Liability, with the following minimum limits of liability:

- \$2,000,000 Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground. The County shall be named as an additional insured.

c. Proof of Insurance

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination

d. Insurance Verification:

Provider will be responsible to verify that the volunteer maintains adequate auto insurance coverage on the vehicle used in transporting clients, in accordance with the requirements of the Provider. Provider will maintain copies of each driver's auto liability insurance and provide copies to the County upon request.

10. Subcontracts

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the county. Provider shall ensure and require that any

subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

11. Host County Contract

This agreement may be accessed as a Host County Agreement under applicable law and rules of the Minnesota Department of Human Services. All local agencies that purchase services from Provider shall abide by the terms of this Agreement. Such local agencies shall be financially under the terms of this Agreement for those clients they refer to Provider for services. County shall monitor the terms of this Agreement and shall make available, upon request of other local agencies, copies of this Agreement.

12. Force Majeure

County and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and the County.

13. Data Practices

Provider, its agents, employees, volunteers, and any subcontractors of Provider, in providing all services hereunder, agree to abide by the provisions of the Minnesota Data Practices Act., Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from the Provider's unlawful disclosure or use of data protected under state and federal laws.

14. Health Insurance Portability And Accountability Act Of 1996

Both parties are covered entities under the Health Insurance Portability and Accountability Act (HIPAA). Provider agrees to treat all Personal Health Information in a confidential and private manner and to comply with all applicable requirements of this Act. Failure to comply with HIPAA standards may result in the termination of this Agreement.

15. Termination

This agreement may be terminated by either party, with or without cause upon 30 days written notice to Provider or the Authorized Agent of the County.

16. Independent Contractor

It is agreed that nothing contained in this agreement is intended nor should be construed as creating the relationship of a partnership, joint venture, or association with the County and Provider. Provider is an independent

contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the County. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

17. **Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to Provider at its address stated herein, and to the authorized agent of the County at the address state herein.

18. **Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Le Sueur, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provision will not be affected.

19. **Successors and Assigns**

The County and Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor Provider shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

20. **Equal Employment and Americans with Disabilities**

In connection with the work under this agreement, Provider agrees to comply with the applicable provision of state and federal equal employment opportunity and nondiscrimination statues and regulations. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of Le Sueur County's Equal Opportunity and Americans With Disability Act Policy, attached hereto and incorporated hereto and incorporated herein as Exhibit A through both oral and written communications, that it supports this policy and that it will conduct its own employment practices in accordance therewith. Failure on the part of the

Provider to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until Provider complies with the County policy, and/or suspension or termination of this agreement.

21. Changes

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

22. Severability

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provision shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either part of any provision, term, condition or covenant shall not be construed by the other parts as a waiver of a subsequent breach of the same by the other party.

23. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Provider relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

LE SUEUR COUNTY

AGING SERVICES FOR COMMUNITIES

By _____
Lance Wetzel, Chair

By _____
Karen Hiscox, Executive Director/CFO

Date _____

Date _____

Attest _____
Darrell Pettis
County Administrator

Approved as to form: _____
Brent Christian
County Attorney

Date _____

Date _____



Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 5

5:15 p.m. Chuck Retka (5 min)

RE Ney Snowmobile Trail

Staff Contact:



Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 6

5:20 p.m. Pam Simonette (5 min)

RE: Repurchase Application

RE: Credit Card Request

Staff Contact:

Application to Repurchase Form

Owner: Cornerstone State Bank (mortgagee)

Parcel I.D. 02-600-0180

Property Address: Bare Lot (Cordova Twp)

Legal Description:

Lot 9, Oak Shores Sub-Division


Amount Due: \$ 5,288²⁷ (2009-2015 Taxes + penalties)

Chad Olness

I, Cornerstone State Bank, am requesting permission from the
(please print name)

Le Sueur County Board of Commissioners to repurchase the property listed above from

the State of Minnesota on this 17 day of November 2015.

X 
Signature

11 17 15
Date

Application to Repurchase Form

Owner: Cornerstone State Bank (Mortgagee)

Parcel I.D. 02-600-0200

Property Address: 19726 Dodd Rd, Kilkenny
(Cordova Twp)

Legal Description:

Lot 10, Oak Shores Sub-Division

Amount Due: \$13,985⁰¹ (2009-2015 Taxes & Penalties)

I, Chad Olness
Cornerstone State Bank, am requesting permission from the
(please print name)

Le Sueur County Board of Commissioners to repurchase the property listed above from

the State of Minnesota on this 17 day of November 2015.

X Chad
Signature

11-17-15
Date

Application to Repurchase Form

Owner: Cornerstone State Bank, (Mortgagee)

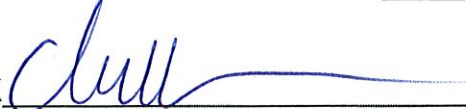
Parcel I.D. 02-600-0220

Property Address: Bare Lot (Cordova Twp)

Legal Description:
Lot 11, Oak Shores Sub-Division

Amount Due: \$3,843⁴⁶ - (2009-2015 Taxes & Penalties)

I, Chud Olness, LeBank
(please print name), am requesting permission from the
Le Sueur County Board of Commissioners to repurchase the property listed above from
the State of Minnesota on this 17 day of November 20 15.

X 
Signature

11/17/15
Date

Application to Repurchase Form

Owner: Cornerstone State Bank (Mortgagee)

Parcel I.D. 02-600-0240

Property Address: Bare Lot (Cordova Twp)

Legal Description:

Lot 12, Oak Shores Sub-Division

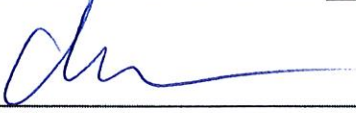
Amount Due: \$2894³³ (2009-2015 Taxes + Penalties)

Chad Olness

I, Cornerstone State Bank, am requesting permission from the
(please print name)

Le Sueur County Board of Commissioners to repurchase the property listed above from

the State of Minnesota on this 17 day of November 2015.

X 
Signature

11-17-15
Date



Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 7

5:25 p.m. Dave Tietz, Sheriff (5 min)

RE: County Coroner

Staff Contact:

P.A. CONTRACT AGREEMENT

Agreement entered into this 1st day of January, 2016, by and between the County of LeSueur, a political subdivision of the State of Minnesota, and M.B. McGee, P.A. for the services of Dr. Michael B. McGee, M.D. as Medical Examiner of LeSueur County.

I. Relationship of Parties

- A. Pursuant to County Board action that took place on _____ and the authority of Minnesota Statutes Ch. 390, the board of LeSueur County commissioners designates Dr. Michael B. McGee as Medical Examiner for LeSueur County, hereinafter "the Medical Examiner."
- B. It is agreed that nothing contained in the Agreement is intended or should be construed as creating the relationship of co-partners, joint ventures or an association or an employer/employee relationship between LeSueur County and Dr. Michael B. McGee, M.B. McGee, P.A., or their employees or designee. M.B. McGee, P.A., is an independent contractor, and neither it, its officers, agents or employees shall be considered agents or representatives of the County. The County is interested only in the results to be achieved. The manner and means of conducting the works are under the control of the Medical Examiner, except to the extent they are limited by statute or regulation and the express terms of this Agreement. None of the benefits provided by the County to its employees, including, without limitation, unemployment insurance, workers' compensation insurance, retirement and deferred compensation plans, vacation and sick leave, are available from the County to the Medical Examiner, M.B. McGee, P.A., or the employees, agents or contractors of either. No civil service status shall attach to the Medical Examiner, Medical Staff, agent of contractors of the Medical Examiner or M.B. McGee, P.A. and the County shall make no deductions from sums payable under the terms of this Agreement for state or federal income taxes, FICA, PERA or other payroll type deductions which are associated with an employer-employee relationship.

II. Personnel

- A. The Medical Examiner will designate Dr. Kelly Mills, Dr. Victor Froloff and Dr. Butch Huston to assist in performing the contract and shall be under the control and supervision of the Medical Examiner. Dr. Mills, Dr. Froloff and Dr. Huston shall not be considered employees of the County, nor have a contractual relationship with the County. The County shall be notified prior to the effective date of any changes thereto.
- B. The non-medical personnel necessary to support the Medical Examiner in the performance of his duties under this Agreement shall be provided through the County Sheriff's Department. The compensation, benefits,

and other terms of employment of these non-medical personnel shall be determined and paid solely by the county.

III. Scope of Duties

- A. The Medical Examiner shall be responsible for conducting a modern medico-legal investigative system for LeSueur County applying the standards of the National Association of Medical Examiners, as they may be amended from time to time. The Medical Examiner shall periodically consult with the County Attorney's Office, police agencies, and others concerned with forensic pathology to review procedures and formats for preparing medical reports and protocols. The Medical Examiner shall perform all duties imposed by Minnesota Statutes Chapter 390, as well as the duties imposed by other statutes applicable to the Medical Examiner's activities. The Medical Examiner shall testify, as required, at inquests, hearings and trials.
- B. The Medical Examiner shall be responsible for the final determination of the cause and manner of death, and the signing of certificates attesting the cause and manner of death. During the temporary absence of the Medical Examiner, a qualified person designated by the Medical Examiner may make the final determination of death, and sign a certificate attesting to the cause and manner of death.
- C. The Medical Examiner shall be entitled to perform other gainful activities which do not interfere with the performance of his duties hereunder.

IV. Compensation

- A. All payments made under this agreement for services rendered by or at the designation of Dr. Michael B. McGee, M.D. shall be made to M.B. McGee, P.A.
- B. The County will be responsible for the payment for each complete autopsy or external examination performed by Dr. Michael B. McGee, M.D., or his assistants, as the Medical Examiner pursuant to this agreement and billed to LeSueur County upon completion of each examination in keeping with the past practice of the County Medical Examiner's Office.
- C. Compensation for the services under this contract shall be \$250.00/month plus the following on a per service basis: (1) complete forensic autopsy with basic toxicology, at approximately \$2,000, and (2) external examination with basic toxicology at approximately \$1000.

D. Additionally, the County will be responsible for court related preparation / consultation and out of office charges, billed on an hourly basis of \$300/hr., including travel to and from LeSueur County in order to provide testimony in legal proceedings arising out of the duties of the Medical Examiner.

V. **Facilities**

The facility, together with all the necessary equipment, the supplies, shall be the responsibility of Dr. Michael B. McGee. It is represented by Dr. Michael B. McGee and understood by the County that Ramsey County Morgue shall be available to Dr. Michael B. McGee for the performance of this agreement.

VI. **Insurance and Indemnification**

A. M.B. McGee, P.A. agrees to indemnify and hold harmless the County of LeSueur, its officials, employees and agents from any and all liability, loss or damage, that the County of LeSueur, its officials, employees and agents may suffer as a result of claims, demands, costs of judgments, including without limitation reasonable attorney's fees arising out of the provision of professional services by Dr. Michael B. McGee, M.D., as the Medical Examiner of LeSueur County pursuant to Minnesota Statutes Ch. 390, provided, however, that this indemnification shall be limited to the extent of such claims, demands, costs or judgments, including, without limitation, reasonable attorney's fees are covered by insurance.

B. The County of LeSueur agrees to indemnify and hold harmless M.B. McGee, P.A., Dr. Michael B. McGee, M.D., its and their agents, officers or employees from any and all liability, loss or damage, it, he, its agents, officers or employees may suffer as a result of claims, demands, costs or judgments, including without limitation reasonable attorney's fees, arising from the Medical Examiner's or his agents' performance of his or their duties under this Agreement.

C. M.B. McGee, P.A., shall obtain and keep in effect the following insurance coverage:

1) **Comprehensive General Liability Insurance:**

(a) **Minimum Combined Single Limit**
 \$600,000.00 per occurrence
 \$1,000,000.00 aggregate

(a) The following coverage must be specifically insured and certified with no internal sublimits.

1. Independent Contractors' Contingent Liability
2. Products/Completed Operations Liability
3. Contractual Liability
4. Personal Injury Liability including claims related to employment and coverage (a) through (e).
5. Broad Form Property Damage Liability, or deletion of the "Care, Custody and Control" Exclusion
6. Aircraft Liability (if applicable)
7. Watercraft Liability (if applicable)

(b) The Contractual Liability is to be either on a blanket basis for all written and oral contracts or specifically endorsed to acknowledge the contract between the insured and the County.

2. Professional Liability Insurance

Minimum Limits

\$1,000,000 per occurrence
\$3,000,000 aggregate

3. Automobile Liability Insurance on Vehicles Owned by M. B. McGee, P.A., or Michael B. McGee, M.D., Kelly Mills, M.D., Victor Froloff, M.D., or Butch Huston, M.D.

- D. All certificates of insurance shall provide that the insurance company shall give the County thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
- E. The above subparagraphs establish the minimum insurance requirements, and it is the sole responsibility of M. B. McGee, P.A. to purchase and maintain additional insurance that may be necessary in connection with this contract.
- F. The Medical Examiner shall provide a certificate of insurance to the County in a form acceptable to LeSueur County. All insurance policies shall be submitted to the County upon written request.
- G. Nothing in this contract shall constitute a waiver by the County of any statutory limits or exceptions on liability.

VII. Transportation

- A. Transportation of the deceased bodies from LeSueur County to the Ramsey County Morgue shall be the responsibility of LeSueur County.

VIII. Miscellaneous Provisions

- A. The Medical Examiner and all the members of the Medical Staff must be licensed to practice in Minnesota, with the Medical Examiner holding certification by the American Board of Pathology.
- B. At the termination of this Agreement, the Medical Examiner shall return all files, records and objects related to cases completed, or in progress, to the County upon written request.

IX. Term and Termination

- A. This agreement shall continue for a period ending December 31, 2016 unless terminated sooner pursuant hereto.
- B. This Agreement may be terminated by either party on forty-five (45) days written notice to the other.
- C. This Agreement may be renewed on an annual basis upon agreement of both parties.

X. Entire Agreement, Modification

- A. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.
- B. This Agreement shall be altered, varied, modified or amended only in writing duly executed by the parties and attached hereto.

COUNTY OF LESUEUR

(date)

By _____
LeSueur County Board Chair

(date)

By _____
LeSueur County Administrator

(date)

Michael B. McGee, M.D.
Medical Examiner

M. B. McGee, P.A.

(date)

By _____
M. B. McGee, President



Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 8

5:30 p.m. Kathy Brockway, P&Z Administrator (10 minutes)

RFA-3 Conditional Use Permits

Staff Contact:

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
88 SOUTH PARK AVE.
LE CENTER, MINNESOTA 56057
December 15,2015

MEMBERS PRESENT: Don,Reak, Jeanne Doheny, Don Rynda, Chuck Retka, Shirley Katzenmeyer, Steve Olson, Doug Krenik, Al Gehrke,Betty Bruzek,

MEMBERS ABSENT: Pam Tietz

OTHERS PRESENT: Michelle Mettler, Kathy Brockway, Commissioner Connolly.

The meeting was called to order at 7:00 PM by Chairperson, Jeanne Doheny.

ITEM #1: LE SUN LLC, MINNEAPOLIS, MN (APPLICANT); PATRICK GREGOR, WASECA, MN (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to establish up to 5MW Solar Farm on approximately 50 acres in an Agriculture "A" District. Property is located in the Southeast 1/4 and Government Lot 6, Section 26, Waterville Township. **APPLICATION WAS TABLED AT THE NOVEMBER 12, 2015 MEETING.**

Michelle Mettler presented the power point presentation. Chuck Biesner, Sun Share was present for application.

TOWNSHIP: Notified through the application process. No comments. DNR: N/A LETTERS: none

PUBLIC COMMENT: none

Discussion was held regarding: road location change, grading on-site will get approval prior to zoning permit, conditional use permit if required for grading, excavating and filling, height of panels, drainage, work with landowner for tile locations, tile map provided, weed control, chemical used, native plantings, 2-3' in height, mow once a year, mow more than spray noxious weeds, butterfly garden, 8'3" highest set, 15' above grade at any highest point, grading to the west side of the property more than to the east, decommissioning plan, time frame, approximately 60 days for construction process, bonding, letter of credit, interconnection agreement with Excel, signage, lighting, lockable gate, fencing 6' maintenance free.

Findings by majority roll call vote:

1. ***The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. Agreed***
2. ***The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. Agreed***
3. ***Adequate utilities, access roads, drainage and other facilities have been or are being provided. Agreed***
4. ***Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use. Agreed***
5. ***Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. Agreed***

Motion was made by Doug Krenik to approve the application with the following conditions:

- 8' chain link fence;
- Apply for Conditional Use Permit for grading, excavating and filling if necessary;
- Copy of proof of interconnection agreement provided to the County;
- Stormwater Plan approved by the State prior to issuance of zoning permit;
- Bond provided to the County for decommissioning of the site.

Seconded by Al Gehrke. Motion approved. Motion carried.

ITEM #2: WINGE CONSTRUCTION, COON RAPIDS, MN, (APPLICANT); TAMARA KAPLAN, SAVAGE, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to elevate the lowest floor of an existing dwelling to meet the Regulatory Flood Protection Elevation and meet FEMA general design standards in a Recreational Residential "RR" District and a Flood Plain Overlay Flood Fringe "FF" District on a Recreational Development Lake, Lake Frances. Property is located at Lot 6, Dick's Southside, Section 34, Elysian Township.

Michelle Mettler presented power point presentation. Jerry Winge, Winge Construction was present for application.

TOWNSHIP: Notified through application process. DNR: notified through the application process and several emails sent. No response LETTERS: none

PUBLIC COMMENT: none

Discussion was held regarding: raising house 32", explained the construction process, pilasters, 16x16 concrete blocks, hollow, not filled, able to hold water, install 2 sump pumps, install double drain tile, water has been an issue for years, house built in the late 60's early 70's, grade won't change, adding steps and pervious pavers for patio and sidewalk, grading, excavating and filling to meet the zoning ordinance requirements, stone added up to bottom of siding, similar to parking ramp construction, traps to keep rodents out, venting if required, timeframe as soon as possible.

Findings by majority roll call vote:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. Agreed*
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. Agreed*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided. Agreed*
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use. Agreed*
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. Agreed*

Motion was made by Don Reak to approve the application as written. Seconded by Betty Bruzek Motion approved. Motion carried.

ITEM #3: CHRIS SHORT, PRIOR LAKE, MN, (APPLICANT/OWNER): Requests that the County grant an After-The-Fact Conditional Use Permit to allow grading, excavating, and filling of approximately 2441 cubic yards of material to establish a site for a walkout basement in a Recreational Residential "RR" District on a Recreational Development "RD" lake, Lake Frances. Property is located at Lot 3, Block 1, Han's Hideaway, Section 27, Elysian Township.

Michelle Mettler presented the power point presentation. Chris Short was present for application.

TOWNSHIP: Notified through the application process. DNR/LETTERS: Letter in file, No DNR violation on this property; Mike Schultz, No wetland Issues, Joshua Mankowski, LSC Resource Specialist, Elysian State Bank, and Deanna Refsteck (email) see file.

PUBLIC COMMENT: Roland Wagner, adjacent landowner, felt what was presented on the survey is not the same as what was being done, berm to the lake, Mr. Short was upfront with them from the beginning, he wants to do what is right, miscommunications, good neighbor, supports the application. Brian Barnett, Lake Francis Lake Association, Board of Directors, they are not in favor or against the application; Le Sueur County has ordinances that need to be followed, protect the lake. Lake Francis Association works hard to get information out to lakeshore owners, provides contacts for state, county, and city officials. Chris Short read an email he received from Randy Appel, not part of the record.

Discussion was held regarding: removal of material in order to get a solid foundation pad for construction of a new home, house is approximately 4000 sq. ft., area graded out is 7400 sq. ft.-normal building practices to do 10% over & the entire front is driveway, hauled in sandy material, did you do a compaction test-not sure, contractor should of known to stop-did the same on the adjacent lot 12 months ago, excessive amount of grading, length of driveway changed, turn around required, letter from the attorney states an engineered site plan was submitted for permit but the site plan was hand drawn, why didn't you build in the sloped area that would be conducive for a walkout, why not go through the appeal process with the Board of Adjustment-still an option & felt the conditional use permit process was faster, met on site with staff regarding tree removal, septic location, Michelle Mettler read Joshua Mankowski letter into the record, fees, penalties, difference in cubic yards from what the surveyor provided vs. the applicant and contractor, lengthy discussion in regards to the placement of the house on the lot, slab on grade vs. walkout, applicant would like to move forward with the project as presented, contractor should have stopped when doing the site prep due to inadequate slope for a walkout. Responsibility of Planning Commission is to abide by and enforce the zoning ordinance, dream retirement home, natural buffers, house on slab, modified 2-story, conditional use permit requirements vs. zoning permit requirements, states on zoning permit-additional grading, excavating and filling may require a conditional use permit.

Findings by majority roll call vote:

1. ***The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. Agreed.***
2. ***The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. Agreed***
3. ***Adequate utilities, access roads, drainage and other facilities have been or are being provided. Agreed***
4. ***Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use. Agreed***
5. ***Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. Agreed.***

Motion was made by Al Gehrke to approve the application with a 15' buffer strip along lakeshore. Seconded by Steve Olson. Roll Call Vote; Don Reak-Nay, Chuck Retka-Nay, Betty Bruzek-Aye, Shirley Katzenmeyer-Nay, Jeanne Doheny-Nay, Steve Olson-Aye, Al Gehrke-Aye, Don Rynda-Aye, Doug Krenik-Nay. 5-4 motion failed.

Motion was made by Doug Krenik to approve the application with Joshua Mankowski's recommendation: 541 cubic yds of material excavated for site preparation, the 170 cu yds

of material movement already done to construct the building pad and the 155 cu yds of material movement needed to complete the building pad. This approval would allow for the construction of a slab-on-grade structure.

A natural buffer is created along the shoreline and 15 feet inland from the lake to add protection and; Any future grading on site be kept to a minimum and conform to zoning ordinance requirements.

Seconded by Shirley Katzenmeyer Motion approved. Motion carried.

Motion was made by Don Rynda to approve the minutes from the November 12, 2015 meeting by Seconded by Don Reak. Motion approved. Motion carried.

Motion to adjourn meeting by Chuck Retka. Seconded by Shirley Katzenmeyer. Motion approved. Motion carried.

Meeting Adjourned.

Respectfully submitted,

Michelle Mettler,
Kathy Brockway

*Tape of meeting is on file in the
Le Sueur County Environmental Services Office*

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
December 15, 2015

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS
FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
SUBJECT: "REQUEST FOR ACTION"

The Planning Commission recommends your action on the following items:

ITEM #1: LE SUN LLC, MINNEAPOLIS, MN (APPLICANT); PATRICK GREGOR, WASECA, MN (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to establish up to 5MW Solar Farm on approximately 50 acres in an Agriculture "A" District. Property is located in the Southeast 1/4 and Government Lot 6, Section 26, Waterville Township. ***APPLICATION WAS TABLED AT THE NOVEMBER 12, 2015 MEETING.***

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the following findings for this request:

Therefore, the Planning Commission recommends approval of the application with the following conditions:

- 8' chain link fence;
- Apply for Conditional Use Permit for grading, excavating and filling if necessary;
- Copy of proof of interconnection agreement provided to the County;
- Stormwater Plan approved by the State prior to issuance of zoning permit;
- Bond provided to the County for decommissioning of the site.

ITEM #2: WINGE CONSTRUCTION, COON RAPIDS, MN, (APPLICANT); TAMARA KAPLAN, SAVAGE, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to elevate the lowest floor of an existing dwelling to meet the Regulatory Flood Protection Elevation and meet FEMA general design standards in a Recreational Residential "RR" District and a Flood Plain Overlay Flood Fringe "FF" District on a Recreational Development Lake, Lake Frances. Property is located at Lot 6, Dick's Southside, Section 34, Elysian Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the following findings for this request:

Therefore, the Planning Commission recommends approval of the application as written.

ITEM #3: CHRIS SHORT, PRIOR LAKE, MN, (APPLICANT/OWNER): Requests that the County grant an After-The-Fact Conditional Use Permit to allow grading, excavating, and filling of approximately 2441 cubic yards of material to establish a site for a walkout basement in a Recreational Residential "RR" District on a Recreational Development "RD" lake, Lake Frances. Property is located at Lot 3, Block 1, Han's Hideaway, Section 27, Elysian Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the following findings for this request:

Therefore, the Planning Commission recommends approval of the application with the following conditions:

- 541 cubic yds of material excavated for site preparation, t
- the 170 cu yds of material movement already done to construct the building pad and
- the 155 cu yds of material movement needed to complete the building pad. This approval would allow for the construction of a slab-on-grade structure.
- A natural buffer is created along the shoreline and 15 feet inland from the lake to add protection and;
- Any future grading on site be kept to a minimum and conform to zoning ordinance requirements.

ACTION: ITEM #1: _____

ITEM #2: _____

ITEM #3: _____

DATE: _____

COUNTY ADMINISTRATOR'S SIGNATURE: _____

FINDINGS OF FACT

WHEREAS, LE SUN LLC, MINNEAPOLIS, MN (APPLICANT); PATRICK GREGOR, WASECA, MN (OWNER): has applied for a Conditional Use Permit to allow the applicant to establish up to 5MW Solar Farm on approximately 50 acres in an Agriculture “A” District. Property is located in the Southeast 1/4 and Government Lot 6, Section 26, Waterville Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held public hearings on **November 12, 2015** and December 10,2015, in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends **denial/approval** of the application due to the following findings:

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.**
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.**
- 3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.**
- 4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**
- 5. Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.**

WHEREAS, On December 15, 2015, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **ACTION** the Conditional Use Permit application as requested b **LE SUN LLC, MINNEAPOLIS, MN (APPLICANT); PATRICK GREGOR, WASECA, MN (OWNER).**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the December 15, 2015, Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

- 1. With the imposition of appropriate conditions as stated, the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.**
- 2. With the imposition of appropriate conditions as stated, the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.**
- 3. With the imposition of appropriate conditions as stated, adequate utilities, access roads, drainage and other facilities have been or are being provided.**
- 4. With the imposition of appropriate conditions as stated, adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**
- 5. With the imposition of appropriate conditions as stated, adequate measures have been or**

will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit Permit to allow the applicant to establish up to 5MW Solar Farm on approximately 50 acres in an Agriculture "A" District. Property is located in the Southeast 1/4 and Government Lot 6, Section 26, Waterville Township is **APPROVED/DENIED**.

ATTEST:

Lance Wetzel, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____

FINDINGS OF FACT

WHEREAS, WINGE CONSTRUCTION, COON RAPIDS, MN, (APPLICANT); TAMARA KAPLAN, SAVAGE, MN, (OWNER): has applied for a Conditional Use Permit to allow the applicant to elevate the lowest floor of an existing dwelling to meet the Regulatory Flood Protection Elevation and meet FEMA general design standards in a Recreational Residential “RR” District and a Flood Plain Overlay Flood Fringe “FF” District on a Recreational Development Lake, Lake Frances. Property is located at Lot 6, Dick’s Southside, Section 34, Elysian Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on **December 10, 2015**, in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends **denial/approval** of the application due to the following findings:

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.**
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.**
- 3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.**
- 4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**
- 5. Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.**

WHEREAS, On December 15, 2015, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **ACTION** the Conditional Use Permit application as requested by **WINGE CONSTRUCTION, COON RAPIDS, MN, (APPLICANT); TAMARA KAPLAN, SAVAGE, MN, (OWNER).**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the December 15, 2015, Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.**
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.**
- 3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.**
- 4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**

5. Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow the applicant to elevate the lowest floor of an existing dwelling to meet the Regulatory Flood Protection Elevation and meet FEMA general design standards in a Recreational Residential “RR” District and a Flood Plain Overlay Flood Fringe “FF” District on a Recreational Development Lake, Lake Frances. Property is located at Lot 6, Dick’s Southside, Section 34, Elysian Township, is **APPROVED/DENIED**.

ATTEST:

Lance Wetzel, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____

FINDINGS OF FACT

WHEREAS, CHRIS SHORT, PRIOR LAKE, MN, (APPLICANT/OWNER): has applied for an After-the-Fact Conditional Use to allow grading, excavating, and filling of approximately 2441 cubic yards of material to establish a site for a walkout basement in a Recreational Residential “RR” District on a Recreational Development “RD” lake, Lake Frances. Property is located at Lot 3, Block 1, Han’s Hideaway, Section 27, Elysian Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on **December 10, 2015,** in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends **denial/approval** of the application due to the following findings:

1. **The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.**
2. **The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.**
3. **Adequate utilities, access roads, drainage and other facilities have been or are being provided.**
4. **Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**
5. **Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.**

WHEREAS, On December 15, 2015, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **ACTION** the Conditional Use Permit application as requested by **CHRIS SHORT, PRIOR LAKE, MN, (APPLICANT/OWNER).**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the December 15, 2015 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. **With the imposition of appropriate conditions as stated, the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.**
2. **With the imposition of appropriate conditions as stated, the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.**
3. **With the imposition of appropriate conditions as stated, adequate utilities, access roads, drainage and other facilities have been or are being provided.**
4. **With the imposition of appropriate conditions as stated, adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**

5. **With the imposition of appropriate conditions as stated, adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.**

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit

ATTEST:

Lance Wetzel, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____



Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 9

5:40 p.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 December 15, 2015

Present certificate to Dr. John H. Berg in recognition of the 26 years of service as Le Sueur County's County Corner.

Recommendation to accept the resignation request from Dawn Giesen, full time Recreational Therapist in Human Services, effective December 28, 2015. Dawn has been an employee with Le Sueur County since June 2015.

Recommendation to post and request the merit list for a full time Recreational Therapist in Human Services as a Grade 7, Step 1 at \$18.09 per hour.

Recommendation to hire Bryan Tupy as a part time Jailer/Dispatcher in the Sheriff's Office as a Grade 6, Step 1 at \$17.07 per hour, effective December 21, 2015.

Recommendation to hire Trisha Chimal Simonette as a full time Administrative Assistant III in Public Health, as a Grade 5, Step 2 at \$17.11 per hour, effective January 4, 2016.

Recommendation to post and advertise for a full time Recovery Support Specialist in Drug Court, as a Grade 9, Step 1 at \$20.33 per hour.

Recommendation to transfer Julie Factor, full time Deputy Auditor-Treasurer II Accounting Specialist in the Auditor-Treasurer's Department, Grade 7, Step 2 at \$18.75 per hour to a full time Administrative Assistant III in the Recorder's Office, as a Grade 5, effective December 21, 2015. Effective January 1, 2016, will be Grade 5, Step 5, at \$19.03 per hour.

Recommendation to post and advertise for a full time Deputy Auditor-Treasurer II Accounting Specialist in the Auditor-Treasurer's Department, Grade 7, Step 1 at \$18.09 per hour.

Equal Opportunity Employer



Human Resources

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

Recommendation to transfer Jody Kubiszewski, full time Administrative Assistant III in Veterans Services as a Grade 5, Step 1 at \$16.11 per hour to a full time Administrative Assistant III in the Recorder's Office as a Grade 5, Step 2 at \$17.11 per hour, effective January 4, 2016.

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

Recommendation to approve and sign the Memorandum of Understanding with Le Sueur County and the Teamsters Local No. 320 Court House union revising Article XXI, Severance, to add unused vacation hours be paid into the Minnesota State Retirement System Health Care Savings Plan.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 10

5:50 p.m. Fee Changes (10 min)

Staff Contact:

FEES		
	CURRENT 2015	PROPOSED 2016
ASSESSOR		
Labels	\$50 set up fee	\$100 set up fee
	\$0.02 per label	\$0.03 per label
Excel Reports	\$50 set up fee	\$100 set up fee
	\$0.05 per record or \$20 per hour	\$50 per hour
Print out report	\$0.10 per page	\$0.25 per page
ENVIRONMENTAL SERVICES FEES		
Cluster Fee for Variances		\$600.00 + \$200.00 per lot
GIS		
Printer Map Product – Black and white	\$1.00 per page	Delete
Printer Map Product – Color	\$2.00 per page	\$1.00 per page
Printer Map Product – Plotter HP (34 x 44)	\$8.00 per page	\$10.00 per page
Orthophotography CDs	\$52.00 per CD \$53.00 per DVD	Delete
Land Information GeoDatabase		\$2,500.00
RECORDER		
Re-Issue Marriage Document, Applicant Error		\$10.00
Marriage Waivers		\$25.00
Abstract Certification	\$55.00 New or Recertification \$45.00 Update Continuation	\$75.00 New or Recertification \$60.00 Update Continuation
O & E Report	\$100.00	\$140.00
Plat Review		\$50.00
Reports		\$15.00 + \$1.00 per page
After Hours Emergency		\$10.00



Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 11

6:00 p.m. Budget Hearing

Staff Contact:

Notice of Proposed Total Budget and Property Taxes

The Le Sueur County Board of Commissioners will hold a public hearing on its budget and on the amount of property taxes it is proposing to collect to pay for the costs of services the County will provide in 2016.

SPENDING: The total budget amounts below compare the county's 2015 actual budget with the amount the county proposes to spend in 2016.

2015 Total <u>Actual Budget</u> 46,473,935	Proposed 2016 <u>Budget</u> 42,688,672	Change from <u>2015-2016</u> -8.2%
--	--	--

TAXES: The property tax amounts below compare that portion of the current budget levied in property taxes in the County of Le Sueur for 2015 with the property taxes the County proposes to collect in 2016.

2015 Property <u>Taxes</u> 16,077,551	Proposed 2016 <u>Property Taxes</u> 17,171,162	Change from <u>2015-2016</u> 6.8%
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LOCAL TAX RATE COMPARISON: The following compares the county's current local tax rate, the county's tax rate for 2016 if no tax levy increase is adopted, and the county's proposed tax rate for 2016.

<u>2015 Tax Rate</u> 46.8770	<u>2016 Tax Rate If No Levy Increase</u> 45.589%	<u>2016 Proposed Tax Rate</u> 48.690%
--	--	---

2016 FINAL LEVY

FUND	TAXES	PROGRAM AID	TOTAL
Revenue	8,648,386	512,639	8,135,747
Road & Bridge	3,073,329	512,639	2,560,690
SS & PA	2,573,655		2,573,655
PA & GA	1,064,573		1,064,573
Fair	26,331		26,331
Building	190,000		190,000
Extension Services	184,028		184,028
Park	235,191		235,191
Bonded Indebtedness	2,146,026		2,146,026
Water Planning	12,836		12,836
ISTS	38,823		38,823
Victim Witness	3,262		3,262
TOTAL	18,196,440	1,025,278	17,171,162

2016 FINAL LEVY \$ 17,171,162

2015 FINAL LEVY \$ 16,077,551

INCREASE IN LEVY \$ 1,093,611

INCREASE OF 6.8%

2016 Levy vs. 2015 Levy

	2016 Levy	2015 Levy	Difference
Revenue	\$ 8,135,747	\$ 7,810,594	\$ 325,153
Road and Bridge	\$ 2,560,690	\$ 2,582,098	\$ (21,408)
SS & PA	\$ 2,573,655	\$ 2,573,655	\$ -
PA & GA	\$ 1,064,573	\$ 1,064,573	\$ -
Fair	\$ 26,331	\$ 26,331	\$ -
Building	\$ 190,000	\$ 180,000	\$ 10,000
Extension Services	\$ 184,028	\$ 180,698	\$ 3,330
Park	\$ 235,191	\$ 205,078	\$ 30,113
Bonded Indebtedness	\$ 2,146,026	\$ 1,423,330	\$ 722,696
Environmental Services	\$ 12,836	\$ 31,194	\$ (18,358)
ISTS	\$ 38,823	\$ -	\$ 38,823
Victim Witness	\$ 3,262	\$ -	\$ 3,262
	\$ 17,167,900	\$ 16,077,551	\$ 1,093,611

Proposed Levy Increase = \$1,093,611
2015 Final Levy = \$16,077,551

Proposed 2016 Levy Increase = 6.8%

**FINAL 2016
RECAP OF EXPENDITURES
LE SUEUR COUNTY**

FUND	TAXES	OTHER REVENUES	USE OF FUND BALANCE	TOTAL
REVENUE	8,648,386	4,217,766	79,340	12,945,492
ROAD & BRIDGE	3,073,329	15,004,484		18,077,813
SS & PA	2,573,655	2,240,980	244,707	5,059,342
PA & GA	1,064,573	1,152,250	119,720	2,336,543
FAIR (600)	26,331			26,331
BUILDING (111)	190,000			190,000
EXT SERVICES (601)	184,028	4,375		188,403
PARK (525)	235,191	55,214		290,405
BONDED INDEBT	2,146,026			2,146,026
WATER PLANNING	12,836	68,750		81,586
ISTS	38,823	23,600	18,600	81,023
ENV SERVICES	0	984,733	-23,687	961,046
VICTIM WITNESS	3,262	80,200	21,200	104,662
CAP IMPROVEMENT	0		200,000	200,000
TOTAL	18,196,440	23,832,352	659,880	42,688,672

2016 Budgets -- Final

Department	Revenue	Expenditures	Levy \$ Needed
001 – Commissioners	15,120	286,340	271,220
011 – District Court	3,300	52,150	48,850
019 – Law Library **	15,000	28,000	13,000
020 - Drug Court	0	90,530	90,530
039 – Land Rec Dept	66,000	166,349	100,349
040 – Finance	29,500	112,100	82,600
041 – License Bureau	109,440	111,064	1,624
043 – Machine Room	10,200	189,150	178,950
044 – Auditor/Treasurer	13,150	502,284	489,134
045 – Assessor	6,200	533,978	527,778
046 – Gen Govt	947,874	377,148	-570,726
047 – Remonumentation	0	36,800	36,800
049 - Human Resources	0	185,861	185,861
060 – Data Processing	200	770,554	770,354
061 – Election	1,350	54,100	52,750
062 – County Administrator	500	200,690	200,190
090 – Co Attorney	0	681,062	681,062
091 – Co Attorney Cont	0	11,000	11,000
100 – Co Recorder	195,000	296,623	101,623
101- Rec Tech Fund **	62,000	128,340	66,340
110 – Maintenance	83,000	408,952	325,952
120 – Veterans Service	2,500	255,964	253,464
122 – Planning & Zoning	96,100	317,136	221,036
123 – HRA	0	10,025	10,025
124 – Public Health	1,935,407	2,215,481	280,074
126 – Sr Citizens	0	47,000	47,000
127 – Forfeit Tax	2,250	10,000	7,750
129 - German/Jefferson	50,000	30,000	-20,000
200 – Law Enforcement	193,420	1,830,245	1,636,825
201 – Crim Inv	0	357,096	357,096
202 – B & W	12,420	42,213	29,793
203 – Sheriff Cont #2	2,000	0	-2,000
204 – Sheriff Cont #1	0	2,000	2,000
205 – Coroner	0	36,000	36,000
208 – E911 County	2,000	11,864	9,864
209 – Tobacco Compl	2,500	0	-2,500
210 – Snowmobile Safety	4,000	3,380	-620
212 – E911 State	104,205	66,000	-38,205
214 – OHV/ATV	4,000	6,000	2,000
250 – Jail	38,000	1,630,818	1,592,818
251 – Probation	80,000	391,758	311,758
280 – Emergency Mgmnt	28,471	127,163	98,692
602- SWCD	102,659	319,610	216,951
603 – Ag Inspector	0	12,664	12,664
** use reserves			
TOTAL	4,217,766	12,945,492	8,727,726

Department	Revenue	Expenditures	Levy \$ Needed
300 – R & B – Adm	10,975,011	680,699	-10,294,312
301 – R & B –Const	0	13,310,958	13,310,958
302 – R & B – Maint	0	2,758,340	2,758,340
303 – R & B – Shop	0	898,262	898,262
304 – R & B - Bonds	4,029,473	429,554	-3,599,919
TOTAL	15,004,484	18,077,813	3,073,329
043 – Machine Room	17,200	17,200	0
426 – SCORE	105,938	105,938	0
427 – Solid Waste (Reserves)	232,900	209,944	-22,956
428 – Water Planning (Levy)	68,750	81,586	12,836
436 – Feedlot Grant	45,557	44,826	-731
438 – ISTS (Reserves & Levy)	23,600	81,023	38,823
			18,600
440 – State Shoreland Grt	4,918	4,918	0
443 – Wastewater Bd 2006B	1,200	1,200	0
450 - LCCMR So MN Lake	89,300	89,300	0
452-LSC Lower MN Proj	700	700	0
453-Aquatic Species Aid	158,000	158,000	0
454-FRST Lakes	166,400	166,400	0
455-Lake Volney Targeted Restoration	162,620	162,620	0
TOTAL	1,077,083	1,123,655	46,572
Fund 30 – B & I Dept 971	0	2,146,026	2,146,026
Fund 40 – Cap Imp (Reserves)	0	200,000	200,000
Fund 02 - Victim Witness	80,200	104,662	3,262 Levy and 21,200 in Reserves
111- Building	0	190,000	190,000
525 – Park	55,214	290,405	235,191
600 – County Fair	0	26,331	26,331
601 – Ext Services	4,375	188,403	184,028

Levy
Reserves

**Le Sueur County
Department of Human Services
Budget and Levy Hearing Fact Sheet
2016 Budget**

The state and federal government mandate all services provided through the Le Sueur County Department of Human Services.

\$ 3,638,228 in county property tax funds is being levied for 2016 to administer financial assistance, child support, social services and mental health services. A total of \$364,427 will also be used from our Fund Balance.

The overall service value for human services is \$52,682,637 with approximately 6.9% of the cost from county property tax funds. In 2014, Le Sueur County was ranked the 17th lowest in spending per capita in overall Human Services Spending in the State of Minnesota.

Services provided under the Le Sueur County Department of Human Services include:

I. Financial Assistance Programs

- Medical Assistance/Health Care
 - ❖ An average of 2421 cases per month (= 4,331 persons)

- **Cash Assistance programs which includes:**
 - Minnesota Family Investment Program, Diversionary Work Program and Work Benefit
 - ❖ An average of 86 MFIP (= 220 persons), 11 DWP (=39 persons)

 - General Assistance
 - ❖ An average of 51 persons GA individuals per month

 - Minnesota Supplemental Assistance for individuals who are disabled or elderly
 - ❖ An average of 64 persons MSA cases per month

 - ❖ Food Support
 - ❖ An average of 683 (=1556 persons: 831 adults; 725 children) Food Support cases per month

 - ❖ Group Residential Housing
 - ❖ An average of 112 persons per month

II. Child Support Services for individuals who are receiving public assistance services and individuals who request assistance in obtaining their child support.

- 1,033 -- Public and non-public assistance caseload with \$3,827,596.46 collected in support to children and families served.

III. Family Services include the following services within three teams serving children, families and adults:

>Social Services Team:

- ❑ case management services for the developmentally disabled, includes community based residential and training programs for developmentally delayed individuals living in the community. Case numbers range from 184 to 198 active cases per month.
- ❑ licensing services for family child care homes and foster homes. 79 active child daycare home licenses and 36 foster care homes.
- ❑ vulnerable adult services, ranges from 15 to 20 active cases per month.
- ❑ child care fund, ranges from 55 to 68 active cases per month.

>Behavioral Health Team:

- Individual, couple, family and group counseling services to adults and children. An average of 200 cases with 15 – 20 new referrals per month.
- Psychiatric and medication management services to adults and children referred by medical and mental health professionals. Clients referred to the South Central Community Based Initiative Psychiatric HUB in Mankato and via ITV appointments.
- Serious and persistent mentally ill adults - Case Management services to an average of 125 consumers per month.
- Chemical Dependency Rule 25 Assessment services to adults and adolescents referred by Human Services and Court Services. Average of 68 open assessments every month in 2015.
- 24-hour, on-call psychological emergency services 30 calls for 880 minutes through November, 2015.

- Community Based Initiative Services Serve 105 clients through community support and resource center activities.

>Child Services Team:

- ❖ Child protection and child welfare: Case management services, includes in-home therapeutic services, averaged about 45 cases open on any given month in 2015.
- ❖ Severely emotionally disturbed children: Children's Mental Health case management and Family Community Support services are provided to an average of 62 children and their families each month in 2015.
- ❖ Out of Home Placement: This is a sub service of Child Protection, Children's Mental Health, and Probation services. In 2015, an average of 30 youth are in out of home placement per month with an average monthly cost of \$99,528 .
- ❖ School-liaison social work services and Truancy Prevention: Social Worker receives referrals from school social workers and personnel to provide case management services to children and their families in grades K - 6th and 7th - 9th, for education, truancy prevention and early identification and intervention of risk factors to address prior to becoming a larger concern. There was an average of 35 cases in 2015.
- ❖ Family service collaborative services: A bi-lingual Outreach Worker funded by the Collaborative averages 163 contacts per month for 2015. She serves as translator and interpreter for Public Health (WIC, In-home Visitor, and other programs), Income Maintenance, Child and Adult services, the local school districts, local police and sheriff's department, Migrant workers, and walk-in services for ESL and Spanish speakers. She also serves as an outreach worker through Salvation Army, MAC & NAP; Extension's Nutrition Program, Coordinating customers for the Dental Bus, and helping at area food shelf as necessary.

Le Sueur County Road and Bridge Department
Proposed FY 2016 Budget

REVENUES

<u>Estimated Revenues</u>	<u>2016</u>
Local Property Tax Levy	\$ 2,560,690.00
County Program Aid	\$ 512,639.00
Other State Aids	\$ 10,565.00
County State Aid Highway Apportionment (State Aid)	\$ 3,523,245.25
County State Aid Highway Bonds, CIP Bonds	\$ 4,029,472.75
State Bridge Bonding (Fund 29)	\$ 365,940.00
Reimbursements for Construction Projects	\$ 6,216,607.00
Property Taxes - Delinquent	\$ 45,000.00
Aggregate Tax	\$ 200,000.00
Wheelage Tax	\$ 310,000.00
Township Road Allotment (State Road Funds to the Townships)	\$ 168,654.00
Sale of Equipment, Materials, Supplies and Misc Reimbursements	\$ 135,000.00
Total Revenues	\$ 18,077,813.00

EXPENDITURES

<u>Estimated Construction Expenditures</u>	<u>2016</u>
CSAH 7 - Replace Bridge # 7297	\$ 300,523.00
CSAH 52 - Replace Bridge # 4458	\$ 300,000.00
CSAH 37 - TAP Sidewalk projects	\$ 552,370.00
CSAH 33 - Replace Bridge 92723	\$ 200,000.00
CSAH 32 - FDR and Overlay	\$ 2,500,000.00
CSAH 32 - Bit Overlay	\$ 1,000,000.00
CSAH 23 - Reconstruct	\$ 6,461,455.00
CR 126 - Bit Overlay	\$ 500,000.00
CR 104 - Grading	\$ 600,000.00
State Aid Bonding Costs (Principal + Interest)	\$ 429,553.75
Subtotal of Construction Expenditures	\$ 12,843,901.75

<u>Estimated Operational Expenditures</u>	<u>2016</u>
Labor (inc. Overtime, SS, PERA, & Benefits)	\$ 1,823,518.43
Administration Expenses (Tele., Office Supplies, Furniture)	\$ 29,500.00
Construction Expenses	\$ 3,500.00
Maintenance Expenses	\$ 12,500.00
Shop Expenses	\$ 500.00
Supplies (Aggregate, Salt, Fuel, Culverts, Signs, Parts, Tools)	\$ 1,509,500.00
Munic Maint Payments, Hired Equip, Maint Contracts	\$ 159,414.18
Professional Services (Bridge Design, Equip Repair,)	\$ 799,400.00
Insurance	\$ 110,000.00
Utilities	\$ 50,000.00
Buildings	\$ -
Equipment	\$ 561,500.00
Township Road Allotment (State Road Funds to the Townships)	\$ 168,654.00
Sales Tax	\$ 6,045.00
Subtotal of Operational Expenditures	\$ 5,234,031.61
Total Expenditures	\$ 18,077,813.00

LE SUEUR COUNTY PUBLIC HEALTH

2014 ANNUAL REPORT

DISEASE PREVENTION AND CONTROL

Disease Investigation: Public Health works together with the Minnesota Department of Health (MDH) and doctors to prevent the spread of a variety of diseases in the community. Public Health screens high-risk populations in the county, including county jail inmates, for tuberculosis and provides DOT Direct Observation Therapy to individuals diagnosed with active TB.

- 74 mantoux tests were given in 2014
- 90 reportable Infectious Diseases were reported in 2014 (3 more than reported in 2013)
Chlamydia was the highest at 37 cases. Chlamydia cases in 2013 = 47
- 0 residents received LTBI (Latent Tuberculosis Infection) monitoring from Public Health in 2014
- 1 resident received DOT (Direct Observation Therapy) for active TB in 2014

Immunizations: Public Health offers low-cost immunization clinics on the first Monday of each month supported by the MDH Vaccine for Children Program. Influenza vaccinations are also given every fall.

- 154 Immunizations were given in 2014
- 671 Flu Shots were given in 2014

Immunization Registry: Le Sueur County participates in a Joint Powers Agreement with 5 other counties for Immtrack, a regional immunization registry. The immunization rate for Le Sueur County kindergarten students ranges from 94.75 – 97.70% for DTaP, Polio, MMR, Hepatitis B and Varicella for 2014-2015. Public Health has an Immunization Practices Improvement (IPI) contract with MDH to provide consultation to clinics re: vaccine storage, handling and administration practices.

- 6,744 children ages 0-18 had at least two immunizations entered in the registry in 2014

COMMUNITY HEALTH

Delegation Agreement: Le Sueur County is fully delegated by the Minnesota Department of Health (MDH) to license, regulate and inspect all Food, Beverage and Lodging (FBL) facilities, including Recreational Camping Areas (RCA), Manufactured Home Parks (MHP), Youth Camps, wells and swimming pools.

- 100 FBL establishments, 25 MHP/RCA, 10 pools & 3 Youth Camps licensed in Le Sueur County
- 141 total inspections were completed in 2014
- 27 non-community water facilities; 39 well construction permits issued; 31 well sealing permits issued

Public Health Nuisance Complaints: Public Health receives health-related complaints with the three most frequent complaints in 2014 being 1) mold 2) garbage house (unclean houses) and 3) hoarding. Public Health often works in a "consultant" role on environmental and cleanliness issues trying to work out a satisfactory solution to the problem or making referrals to appropriate resources.

PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) & CITIES READINESS INITIATIVE (CRI)

Health Alert Network (HAN): In partnership with MDH, Public Health has a system in place for fast, efficient and reliable communication when a disease or event threatens the health of Minnesotans. Public Health activates the local Health Alert Network (HAN) and passes the information on to hospitals, clinics, emergency management and others.

- 19 messages were sent to our partners in 2014

Disaster Preparedness: Public Health has partnered with hospitals, clinics and emergency management to plan and conduct local and regional drills and exercises with an all hazards approach.

- 3 exercises (including 3 CRI drills) and 12 training events were completed in 2014

WAIVERED SERVICES PROGRAM

Case Management: Public Health is the lead agency for the following waivers: AC (Alternative Care), EW (Elderly Waiver), CADI (Community Alternatives for Disabled Individuals), CAC (Community Alternative Care) and BI (Brain Injury) waivers. Public Health Nurses provide case management services for persons enrolled in these programs in order to determine the most appropriate and cost effective home and community based service plan to keep them in the community.

- Annual CCB aggregate funding for CADI, CAC & BI waivers for FY2014 was \$3,671,243
- AC Base and Targeted funding for FY2014 was \$74,542
- 256 Le Sueur County residents were enrolled in a waived services program in 2014

Care Coordination for Health Plans: Public Health has contracts with Blue Plus and UCare (the county's managed care plans) to provide care coordination services to their members enrolled in MSHO (Minnesota Senior Health Options) and MSC+ (Minnesota Senior Care Plus).

- 260 Le Sueur County residents received health plan care coordination services in 2014 (125 were on both a health plan and a waiver program)

Assessments: Long Term Care Consultations (LTCC) and MnCHOICES (new online assessment tool) - Nurses complete LTCCs or MnCHOICES to assess the client's needs, determine the best plan for meeting those needs and make recommendations to the client and family re: remaining in the community or entering a facility. Preadmission Screenings are completed on all residents needing admission to a nursing home. Effective October 1, 2013, the Area Agency on Aging took over the PAS phone screens statewide. Case managers continue to do the face to face screenings.

- 128 Initial Assessments were completed in 2014
- 290 Reassessments were completed in 2014

Personal Care Assistant (PCA) Assessments: Public Health Nurses complete a PCA assessment to determine the level of care and number of hours of service for persons on Medical Assistance requesting PCA services.

- 44 PCA Assessments were completed in 2014

Total served: A total of 435 residents were served by this team in 2014

- 930 assessment / reassessments / case management visits were made in 2014
- 7,451 indirect case management contacts were made in 2014
- Average caseload per nurse case manager was 45 clients in 2014

HOME HEALTH CARE PROGRAM

Skilled Nursing: Public Health is certified by Medicare and licensed by the state of Minnesota to provide home health care services. Services are provided to the elderly, sick and disabled who are in need of nursing care in their homes. Providing care at home can delay costly nursing home placement.

- Registered Nurses made 2,637 visits with a monthly average of 220 visits in 2014
- 99 patients were served
- 91% of the visits were Skilled
- 9% of the visits were Maintenance/Supervisory

Therapy Services: Public Health contracts to provide Physical Therapy, Occupational Therapy and Speech Therapy services to homebound patients needing therapy under the Medicare program.

- 45 Physical Therapy visits were made in 2014
- 26 Occupational Therapy visits were made in 2014
- 0 Speech Therapy visits were made in 2014

Home Health Aide Services: Home Health Aides are an important component of the home care program assisting patients with personal cares such as bathing, shampoo, exercises and meals.

- Home Health Aides made 4,132 visits in 2014
- Average length of direct time per patient visit was 1.33 hours

Homemaker Services: Homemakers are also an important part of the home care program. Homemakers assist patients with housecleaning, laundry and grocery shopping.

- Homemakers made 1,648 visits in 2014
- Average length of direct time per patient visit was 2.11 hours

FAMILY HEALTH PROGRAMS

Prenatal and Postpartum Visits: Public Health Nurses visit high risk pregnant women and pregnant teens to provide education on pregnancy, nutrition, labor, and/or infant care. Referrals are obtained through WIC, local physicians, schools, and others.

- 6 women received prenatal visits in 2014
- 3 women received postpartum visits for breastfeeding and infant care education in 2014

Family Home Visiting: Federal funding through the TANF (Temporary Assistance for Needy Families) grant provides home visits to a target population of teen/minor parents and first time, low income parents. Education and support for parents is provided utilizing a variety of resources.

- 75 home or office visits were provided to 103 clients/families in 2014

Family Planning Program: During 2014 no new clients were enrolled with the goal of transitioning clients to other providers (due to decreased federal funding through the Maternal Child Health Block grant). This program provided income eligible women with resources for family planning services including a physical exam, Pap smear and family planning methods prescribed by a physician.

- 7 women participated in 2014
- Total program cost was \$1,254 or an average of \$179 per person
- 22 pregnancy tests were done in 2014

Follow Along Program: All parents are offered participation in this program that tracks their child's development and provides age appropriate educational materials.

- 306 children were enrolled in 2014

Car Seat Program: Nurses trained in car seat safety are available to provide accurate information and proper installation of child car seats. UCare provides Public Health with car seats to distribute to members and Public Health received a grant from the Department of Public Safety for car seats for low income families.

- 85 hours of car seat education was provided in 2014
- 65 UCare families received car seats in 2014
- 8 families received car seats from the Child Passenger Safety Grant in 2014

SIDS Follow-up

- There were no SIDS deaths in Le Sueur County in 2014

Family Health Nurses made 191 home or office visits to 92 clients in 2014

WIC (Women, Infants and Children) Program: Funded by the USDA, WIC provides nutrition education and specific foods to pregnant and breastfeeding women, infants, and children to age five. Based on a health assessment, specific food prescriptions are given to improve and maintain health.

- Participation levels for 2014 averaged 501 per month with a high of 533 in October 2014
- Total number of women, children and infants served was 801 (232 women & 569 infants and children)
- Total dollar value of WIC vouchers issued for 2014 was \$356,450 with a monthly average of \$29,704

Child & Teen Checkup (C&TC) Program: Public Health receives federal funding to provide the outreach for this program. Families with C&TC eligible children (those on Medical Assistance) are contacted by phone, home visit or by mail when their children are due for the screening with their medical provider. The screenings promote physical and developmental health and early detection of problems.

- 856 informational contacts were made to 2,176 C&TC eligible children in 2014

HEALTH PROMOTION PROGRAMS

School Health: Public Health provides consultation services to school nurses in Le Sueur County and assists with each school's Hearing and Vision Screening program. Public Health also has contracts with three of the schools to provide services during Early Childhood Screening. Nurses are also available for presentations to students such as Senior Health Day for 12th graders, Puberty & Hygiene talks for 4-6th graders, and hand washing for Kindergarten students.

SHIP (Statewide Health Improvement Program): The Le Sueur – Waseca Community Health Board (CHB) collaborated with the Brown – Nicollet CHB to apply for the SHIP 3.0 grant. This four county project was funded with a \$100,000 Planning grant effective November 1, 2013 through June 30, 2014 and a \$317,334 Implementation grant effective July 1, 2014 through October 31, 2015. The purpose of the planning grant was to rebuild capacity and hire staff (both CHBs were funded for SHIP 1.0 but did not receive funding for SHIP 2.0), reorganize the Community Leadership Team and complete a Community Health Needs Assessment. An overall project coordinator was hired for the four county project and each county hired SHIP staff to support the work locally. Le Sueur – Waseca CHB is sharing a 0.5 FTE Community Health Specialist between the two counties. Strategies to reduce obesity and tobacco include Healthy Eating, Active Living, Worksite Wellness and Tobacco Free Living.

2014 Financial Summary (all Public Health programs combined)

Expenditures:	\$2,030,735
Revenues (federal and state grants, fees, contracts):	\$1,708,763
County Tax funds needed to operate:	\$321,972



Le Sueur County Public Health Staff 2014

Levy Comparisons by Tax District 2015 - 2016

Jurisdiction	2015 Levy	2016 Proposed Levy	Percentage Change
County of Le Sueur	16,077,551	17,341,013	7.9%
Cities			
Cleveland City	246,952	269,177	9%
Elysian City	497,817	522,489	5%
Heidelberg City	30,000	30,000	0%
Kasota City	73,109	73,109	0%
Kilkenny City	42,443	42,475	.1%
Le Center City	1,071,632	1,071,632	0%
Le Sueur City	2,121,590	2,185,336	3%
Montgomery City	1,780,874	1,782,874	.1%
Waterville City	772,786	788,241	2%
Townships			
Cleveland Township	142,500	142,000	-.4%
Cordova Township	139,000	139,000	0%
Derrynane Township	111,933	111,933	0%
Elysian Township	187,000	187,000	0%
Kasota Township	230,000	150,000	-35%
Kilkenny Township	124,350	124,350	0%
Lanesburgh Township	293,116	293,116	0%
Lexington Township	116,000	121,000	4.3%
Montgomery Township	228,000	208,000	-8%
Ottawa Township	0	0	0%
Sharon Township	128,000	150,000	17.2%
Tyrone Township	143,086	143,086	0%
Washington Township	130,000	130,000	0%
Waterville Township	188,648	194,768	3.2%
Cleveland #391	386,344	343,357	-11%
Le Sueur/Henderson #2397	2,095,234	2,030,655	-3.1%
Waterville/Elysian/Morristown #2143	400,381	510,386	27.5%
Tri City United #2905 Was SD #392 & 394	5,013,061	4,963,639	1%
Referendum Market Value			
Cleveland #391	413,964	440,915	6.5%
Le Sueur/Henderson #2397	854,327	1,029,502	20.5%
Waterville/Elysian/Morristown #2143	1,162,925	654,926	-43.9%
Tri City United #2905 Was SD #392 & 394	926,386	997,359	7.7%

Note: School District Levies do not reflect any referendum issue passed at the 11-3-2015 election.

Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 12

6:30 p.m. Darrell Pettis (10 min)

RE: Adopt 2016 Levy

RE: Adopt 2016 Budget

RE: Bid Results for CSAH 7

RE: Approve 2015 Municipal Maintenance Agreements

RE: Grant Agreement for Bridge Project

RE: TH 112 Contract

RE: Buffer Letter

RE: 2016 Board Item Changes: Elected Officials Salaries, Per Diem Eligible Committees

Staff Contact:

BID TABULATION

Culvert No. 40J28 and Approach Grading

Le Sueur County Project: (SAP 040-607-006)

Letting Date: December 4th, 2015, 1:00 p.m.

Engineer's Estimate: \$300,522.96

BIDDERS	AMOUNT BID
Barnett Bros.: Kilkenny, MN	273,016.00
Chard Tiling & Excavating: Belle Plaine, MN	
Holtmeier Construction: Mankato, MN	284,026.56
Landwehr Construction, Inc.: St Cloud, MN	341,801.30
Midwest Contracting LLC: Marshall, MN	287,291.80
Selly Excavating: Le Center, MN	
Veit & Company Inc.: Rogers, MN	
Alcon Construction Corp: Rochester MN	357,913.57

Jan 15th

2015 Municipal
Maintenance Agreements

	<u># of Miles</u>	<u>\$\$ per Mile</u>	<u>2015 Payment</u>	<u>2014 Payment</u>	<u>Difference</u>
✓ City of Cleveland	2.29	\$7,746.41	\$ 17,739.28	\$ 16,504.76	\$ 1,234.52
✓ City of Elysian	1.35	\$7,746.41	\$ 10,457.65	\$ 9,481.46	\$ 976.19
✓ City of Kasota	2.40	\$7,746.41	\$ 18,591.38	\$ 17,839.18	\$ 752.20
✓ City of Le Center	2.13	\$7,746.41	\$ 16,499.85	\$ 14,959.63	\$ 1,540.22
✓ City of Le Sueur	4.05	\$7,746.41	\$ 31,372.96	\$ 28,444.37	\$ 2,928.59
✓ City of Montgomery	3.36	\$7,746.41	\$ 26,027.94	\$ 23,598.29	\$ 2,429.65
✓ City of Waterville	<u>3.45</u>	\$7,746.41	<u>\$ 26,725.11</u>	\$ 24,230.39	<u>\$ 2,494.72</u>
Totals	19.03		\$ 147,414.18	\$ 135,058.06	\$ 12,356.12

**For Agreement to State Transportation Fund
Local Bridge Replacement Program
Grant Terms and Conditions
SAP 040-007-006
December 15, 2015**

WHEREAS, Le Sueur County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 40J28; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$ 106,889.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Le Sueur County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, subdivision 5, clause (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The proper county officers are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

STATE OF MINNESOTA

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COUNTY OF LE SUEUR

I, Darrell Pettis, County Administrator of said County of Le Sueur, do hereby certify that I have compared the foregoing copy with the original resolution as adopted by the County Board of said County at their meeting held on the 15th day of December 2015 and recorded in Commissioner Record Book now remaining on file and on record in my office and that the same is a correct transcript there from, and of the whole of such original.

Witness by hand and official seal this 15th day of December 2015.

County Administrator



Date: 12/10/2015

SWCDs, Counties, Cities and Watershed Districts

We are reaching out to you because you are an important public sector partner for the DNR.

We need your help in producing buffer protection maps. The maps are required by the new buffer law passed last legislative session. This letter will explain our buffer mapping project and the role we are asking you to play in it.

We are using a four-phased approach to producing buffer protection maps by July 2016. We need your help in Phase II and Phase III of the project, as described below.

Phase I - Fall 2015: The DNR will use existing digital data to identify public waters and associated buffer requirements. **This is now available for viewing at www.mndnr.gov/buffers.**

Phase II - Winter 2015: **The DNR will coordinate with counties and watershed districts to transfer local information on benefited areas and ditches within public drainage systems into digital data. This will be used to identify ditches that require a buffer.** We will contact you and other local government units about this process later this month.

Phase III - Winter 2015 / 2016: The DNR will take the combined public water data and ditch system data and produce preliminary buffer protection maps. Local units of government will review the preliminary maps and provide comments to the DNR. The DNR will provide an efficient process for public comment on preliminary buffer protection maps. **We need your help in reviewing the preliminary buffer protection maps. We will talk with you further about this review process in mid-January.**

Phase IV - Summer 2016: The DNR Commissioner will approve the buffer protection maps that result from Phase III comments and refinements. The DNR will deliver buffer protection maps to the Board of Water and Soil Resources (BWSR), Soil and Water Conservation Districts (SWCDs), Drainage Authorities and other local governments for use in the implementation process. You will have an important role in the implementation process, which will be led by BWSR and supported by the buffer protection maps.





We encourage you and your staff to visit DNR's website and view the Phase I data layers (public water inventory with DNR-assigned shoreland classification). We are not seeking comment on these data layers at this time, but we will be asking you for feedback in Phase III. Gaining familiarity with those layers now will enhance your participation in Phase III.

If you have any questions about the project and your role within it, please contact the following DNR staff:

Dave Leuthe – project coordinator: 651-259-5165; dave.leuthe@state.mn.us

Jason Garms – agricultural liaison: 651-259-5540; jason.garms@state.mn.us

Thank you very much for your assistance in this important work. We will continue to provide periodic updates on the status of the buffer mapping project and will look forward to your involvement.

There will also be useful information on the buffer mapping project on DNR's website (www.mndnr.gov/buffers) and additional information about implementation of the buffer law on BWSR's website (www.bwsr.state.mn.us/buffers).

If you are not the right point of contact for your agency, please forward this letter to the proper contact and let us know so that we can contact the person directly in the future.

Sincerely yours,

Dave Leuthe
Buffer Mapping Project Coordinator
Minnesota DNR



2015 PER DIEM ELIGIBLE COMMITTEES

Personnel Policy Committee, Scenic Byway Alliance, Family Services Collaborative, Labor Management, Historical Society, Union Negotiations, Fair Board, PIC, Law Library, Airport Commissions, Extension, MVCOG, Le Sueur/Waseca Regional Library, Road & Bridge, Transportation Alliance, Annual Township Meeting, Personnel Interviews, all AMC Policy Committees, AMC, NACO, Le Sueur - Waseca Community Health Board, Planning & Zoning matters, Tri-County Solid Waste, Cannon River Matters, MSSA, Mental Health Advisory, Immtrack Joint Powers Board, Region 9, MVAC, EMS Joint Powers, HRA, Multi-County HRA, Region 9, Le Sueur County Aging and Transit, MV River Watershed Committee, Ney Foundation, Envision 2020, Parks, Le Sueur – Scott Joint Drainage Authority, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority, Public Health Emergency Preparedness Advisory Committee, Public Health Advisory Committee, LCDS Inc., Employee Reclassification Committee, German – Jefferson Sewer District, Regional Radio Board, GBERBA, Middle MN River Watershed, SHIP (Statewide Health Improvement Program)

and any other newly created committees recognized by the County Board in the year 2015.



Le Sueur County, MN

Tuesday, December 15, 2015

Board Meeting

Item 13

Future Meetings

Staff Contact:

Future Meetings 2015

December 15, 2015	Board Meeting, 4:30 p.m. *Final Levy and Budget Public Hearing, 6:00 p.m.
December 17, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
December 22, 2015	Board Meeting, 9:00 a.m. *10:00 Zoning Ordinance Public Hearing
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 14, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
January 19, 2016	Board Meeting, 9:00 a.m. *CD #28 and #69 Public Hearing, 10:00 a.m.
January 21, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
January 26, 2016	Board Meeting 9:00 a.m.