



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
March 1, 2016**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: February 23, 2016 Minutes and Summary Minutes
RE: CD #65 Repair Request

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

3. **9:15 a.m. Human Resources (10 min.)**

4. **9:25 a.m. Amy Beatty, Environmental Programs Specialist (15 min)**
2015 Le Sueur County Feedlot Report

5. **9:40 a.m. Al Christensen, Tri-County Solid Waste (10 min)**
RE: Tri-County Update

6. **9:50 a.m. Darrell Pettis, Administrator/ Engineer**
RE: Waseca - Le Sueur Regional Library JPA
RE: MVEC Contract
RE: Transit
RE: Miscellaneous

7. **Future Meetings**



Le Sueur County, MN

Tuesday, March 1, 2016

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: February 23, 2016 Minutes and Summary Minutes

RE: CD #65 Repair Request

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting February 23, 2016

The Le Sueur County Board of Commissioners met in regular session on Tuesday, February 23, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlring, Lance Wetzel and Joe Connolly. Darrell Pettis and Brent Christian were also present.

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

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

- Approved the February 16, 2016 County Board Minutes and Summary Minutes

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

The Employee Recognition Committee and the Le Sueur County Commissioners wish to recognize the following employees celebrating their significant length of service anniversaries.

Cindy Shaughnessy	Public Health	35 years
Pam Voit	Public Health	25 years
Sonja Thomson	Public Health	20 years
Colleen Stoffel	Human Services	20 years
Vicki Walechka	Victim Witness	15 years
Nick Greenig	Sheriff's Office	15 years
Ramona Shook	Human Services	15 years
Jamie Von Bank	Veteran Services	10 years
Ben King	County Attorney	10 years
Amber Karels	Public Health	10 years

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board approved the recommendation to hire Bryan Tupy, part time Jailer/Dispatcher in the Sheriff's Office, to a full time Jailer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.50 per hour. Bryan has been employed at Le Sueur County since December 2015.

On motion by Gliszinski, seconded by Rohlring and unanimously approved, the Board approved the recommendation to advertise for a part time Jailer/Dispatcher in the Sheriff's Office, Grade 6, Step 1 at \$17.50 per hour.

On motion by Rohlring, seconded by Connolly and unanimously approved, the Board approved the recommendation to hire Molly Trieschman as a full time Recovery Support Specialist in Drug Court, as a Grade 9, Step 1 at \$20.84 per hour, effective March 21, 2016.

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to accept the resignation of Tucker Kinniry, part time Jailer/Dispatcher in the Sheriff's Office, effective February 12, 2016. Tucker was employed at Le Sueur County since January 2015.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board approved the recommendation to advertise for a part time Jailer/Dispatcher in the Sheriff's Office, Grade 6, Step 1 at \$17.50 per hour.

Dave Tietz, Sheriff appeared before the Board with one item for approval.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board amended their previous motion and approved the purchase of a 2016 Ford F-150 Super Cab 4x4 in the amount of \$29,654 and two 2016 Ford Interceptors (Explorer) 4x4 in the amount of \$51,980 from Factor Motors.

Aaron Wills appeared before the Board to discuss a possible sanitary sewer pipe to the City of Cleveland by a group of West Jefferson Lake area properties. Jason Femrite, Bolton & Menk was also available to answer facility plan questions.

On motion by Wetzel, seconded by Gliszinski and approved 4-0 with Rohlfing abstaining, the Board approved to submit a Project Priority List Wastewater Application for the West Jefferson Sewer Pipe Project.

Darrell Pettis, Administrator appeared before the Board with several items for discussion.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, March 1, 2016 at 9:00 a.m.

ATTEST: _____
Le Sueur County Administrator **Le Sueur County Chairman**

Summary Minutes of Le Sueur County Board of Commissioners Meeting, February 23, 2016

- 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, February 23, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlring, Lance Wetzel and Joe Connolly. Darrell Pettis and Brent Christian were also present.
 - The Board approved the agenda. (Connolly-Rohlring)
 - The Board approved the consent agenda. (Wetzel-Gliszinski)
 - The Board approved to hire Bryan Tupy as a full time Jailer/Dispatcher. (Wetzel-Connolly)
 - The Board approved to advertise for a part time Jailer/Dispatcher. (Gliszinski-Rohlring)
 - The Board approved to hire Molly Trieschman as a full time Recovery Support Specialist. (Rohlring-Connolly)
 - The Board approved to accept the resignation of Tucker Kinniry. (Wetzel-Rohlring)
 - The Board approved to advertise for a part time Jailer/Dispatcher. (Connolly-Wetzel)
 - The Board amended their previous motion and approved the purchase of a 2016 Ford F-150 Super Cab 4x4 in the amount of \$29,654 and two 2016 Ford Interceptors in the amount of \$51,980 from Factor Motors. (Connolly-Wetzel)
 - The Board approved to submit a Project Priority List Wastewater Application for the West Jefferson Sewer Pipe Project. (Wetzel-Gliszinski)
 - The Board adjourned until Tuesday, March 1, 2016 at 9:00 a.m. (Connolly-Wetzel)
- ATTEST: Le Sueur County Administrator Le Sueur County Chairman

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 # 65 located in Cleveland township.

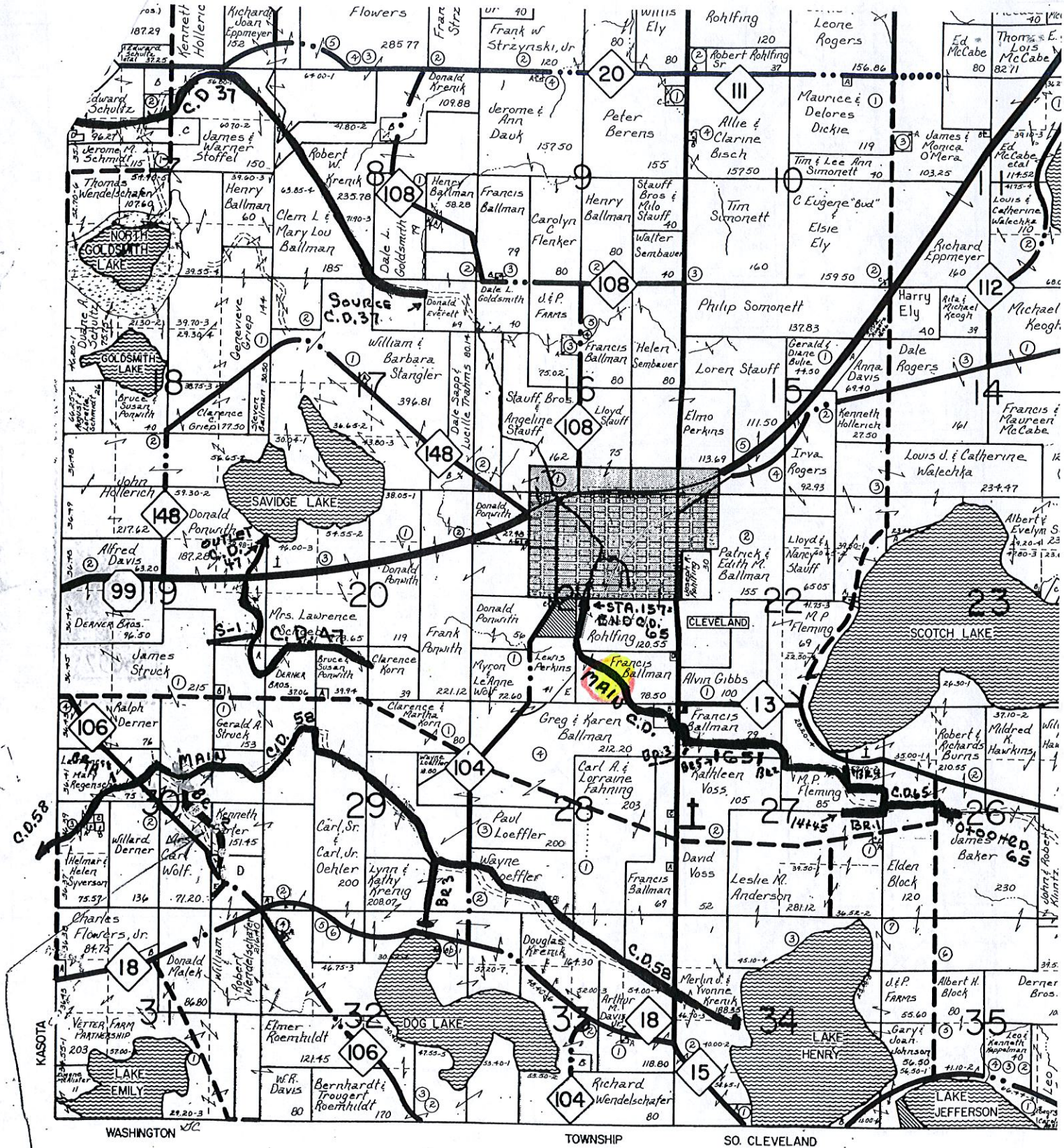
Signed	Address/Phone #
<u>for Alulint</u>	<u>31800 421st Ln</u>
<u>Jon Schabert</u>	<u>St Peter MN 56080</u>
	<u>507-327-4646</u>

Date: 2-17, 2016

Description of problem: driveway across ditch

washed out

Needs to be repaired
Roger Hubbard
2-23-16



SEE SMALL TRACT SECTION FOLLOWING TOWNSHIP MAPS

See photos in this book, private or county ditch dug @ county tile



Le Sueur County, MN

Tuesday, March 1, 2016

Board Meeting

Item 2

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

Staff Contact:



Le Sueur County, MN

Tuesday, March 1, 2016

Board Meeting

Item 3

9:15 a.m. Human Resources (10 min.)

Staff Contact:



Human Resources

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

HUMAN RESOURCES AGENDA ITEMS March 1, 2016

Recommendation to hire James David as a full time Mechanic I in the Highway Department, as a Grade 7, Step 8 at \$23.74 per hour, effective March 21, 2016.

Recommendation to hire Mindy Blaschko as a full time Administrative Assistant III in Environmental, Planning and Zoning, as a Grade 5, Step 1 at \$16.51 per hour, effective March 14, 2016.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, March 1, 2016

Board Meeting

Item 4

9:25 a.m. Amy Beatty, Environmental Programs Specialist (15 min)

2015 Le Sueur County Feedlot Report

Staff Contact:

Le Sueur County Environmental Services

Mailing Address:

88 South Park Avenue
Le Center, MN 56057
Direct Dial (507) 357-8538

Physical Address:

515 South Maple Avenue
Le Center, MN 56057
Fax (507) 357-8541

DATE: Thursday, February 25, 2016

TO: Le Sueur County Board of Commissioners

FROM: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: Le Sueur County's 2015 Feedlot Annual Report

Attached are the Le Sueur County 2015 Annual County Feedlot Officer Annual Report and Performance Credit Report and Supplemental Information Page. These report forms were provided to the county from the Minnesota Pollution Control Agency (MPCA) to report the feedlot activities conducted by the county feedlot officer in 2015.

Each year the county's feedlot program is reviewed by MPCA staff to determine if the county is meeting its feedlot goals and requirements, per the approved work plan. Le Sueur County's program was reviewed on February 10, 2016. As part of the review process, the county feedlot officer presents the report to the County Board of Commissioners for review, and if approved, a motion to have the Chair sign the report.

For 2015, the county's feedlot program was funded through the Natural Resources Block Grant administered by the Minnesota Board of Water and Soil Resources.

2015 Annual County Feedlot Officer Annual Report and Performance Credit Report

(Data for the Period: January 1, 2015 - December 31, 2015)

County:	Le Sueur County						
Contact Person:	Amy Beatty						
Phone Number:	507-357-8203						
E-Mail Address:	abeatty@co.le-sueur.mn.us						
Signature:	_____		_____				
	(Signature of County Board Commissioner)		(Date)				
All data must be entered in accordance with the Annual CFO Report Guidance Document.							
<i>Except where identified, this report address those non-NPDES/SDS site required by 7020 to be registered.</i>				No.	PC	PC Total	
REGISTRATION							
	1	Feedlots in shoreland with 10 - 49 AU:	11				
	2	Feedlots with 50 - 299 AU:	100				
	3	Non-NPDES/SDS \geq 300 AU:	51				
	4	Feedlots with NPDES/SDS permits:	10				
	5	Total - Feedlots required to be registered:	172				
PRODUCTION SITE INSPECTIONS (compliance or construction)							
	6	Feedlots inspected in shoreland with 10 - 49 AU:	1				
	7	Feedlots inspected with 50 - 299 AU:	9				
	8	Non-NPDES/SDS \geq 300 AU inspected:	3				
	9	Total - Non-NPDES/SDS Feedlots inspected required to be registered:	13				
	10	NPDES/SDS sites inspected:	2				
	11	Inspected Feedlots non-compliant with water quality discharge standards:	3				
LAND APPLICATION INSPECTIONS							
Non-NPDES/SDS Sites	12	Feedlots \geq 100 AU where Level 1 land app was conducted:	3				
	13	Feedlots \geq 100 AU where Level 1 land app result was non compliant:	2				
	14	Site \geq 300 AU (or \geq 100 AU in DWSMA) where Level 2 land app was conducted:	2				
	15	Feedlots from Line 14 where Level 2 land app result was non compliant:	1				
	16	Feedlots \geq 100 AU where Level 3 land app was conducted:	5				
	17	Feedlots \geq 100 AU where Level 3 land app result was non compliant:	0				
SPECIALTY INSPECTIONS							
Non-NPDES/SDS Sites	18	Construction inspections at registered sites (only ONE (1) site visit):	1				
	19	Construction inspections at registered sites (2 or more visits):	1	0.5	0.5		
	20	Feedlots inspected that are located in shoreland and/or DWSMA:	2				
	21	Complaint inspections at sites required to be registered:	0				
	22	Complaint inspections at sites NOT required to be registered:	0				
	23	On-site assistance inspections:	0				
INSPECTION TYPE (Performance Credit Eligible)							
Based on Number of Sites Inspected by Type	24	Compliance Inspections at non-NPDES/SDS sites:	12	1.5			
	25	Construction Inspections at non-NPDES/SDS sites:	1	1			
	26	Complaint Inspections: (any size site)	0	0.5			
	27	Level 2 Land Application Inspections at non-NPDES/SDS sites:	2	3			
	28	Level 3 Land Application Inspections at non-NPDES/SDS sites:	5	0.5			
	29	Feedlots with NPDES/SDS permits inspected:	2	0.5			
	30	Inspection Type Performance Credit Total: (lines 24-29)	22		15.50		

All data must be entered in accordance with the Annual CFO Report Guidance Document.					
Except where identified, this report address those non-NPDES/SDS site required by 7020 to be registered.			No.	PC	PC Total
PERMITTING					
	31	30-day construction or expansion notifications received:	1		
	32	Interim Permits Issued or Modified:	0	2	0
	33	Construction Short-Form Permits Issued or Modified at Sites ≥ 300 AU:	1	1	1
	34	Public meetings held for construction or expansion to ≥ 500 AU:	1		
EMERGENCY RESPONSE (any size site)					
	35	Events where emergency response was conducted: (on-site visit)	0	2	0
PRODUCTION SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)					
	36	Feedlots where a partial environmental upgrade was achieved:	0		
	37	Feedlots where a complete environmental upgrade was achieved:	0	6	0
LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)					
Non-NPDES/SDS Sites	38	Feedlots ≥ 100 AU where Level 1 land app non-compliance was returned to compliance:	0		
	39	Feedlots ≥ 300 AU (or ≥ 100 AU located in a DWSMA) where Level 2 land app non-compliance was returned to compliance:	0		
	40	Feedlots ≥ 100 AU where Level 3 land app non-compliance was resolved:	0		
OWNER ASSISTANCE					
Describe Lines 41, 43 & 44 on Supplemental Form.	41	Workshops or trainings hosted and/or co-sponsored by the CFO:	0	2	0
	42	Number of feedlot owners attending events in line 41:	0		
	43	Number of mailings to feedlot owners:	2		
	44	Feedlot articles placed in newspapers:	0		
STAFFING LEVEL AND TRAINING					
Line 49 Based on One CFO per County Attending Training Event	45	FTEs - (Full Time Equivalents) supplied by the CFO(s):	1		
	46	FTEs supplied by other county staff, including administrative and support staff assigned by the county to the feedlot program:	0.25		
	47	FTEs supplied through contract with other local government units:	0		
	48	Total Number of FTE positions that supported county program:	1.25		
	49	CFO - training hours: (Enter total training hours earned)	36	0.25	4.5
ENVIRONMENTAL REVIEW (EAW)					
	50	EAW petitions received:	0		
	51	EAWs prepared by county:	0	4	0
AIR QUALITY NOTIFICATIONS					
	52	Notifications received claiming air quality exemptions:	21		
ENFORCEMENT ACTIONS					
	53	Letters of Warning (LOW) issued:	0		
	54	Notices of Violation (NOV) issued:	0		
	55	Court actions commenced:	0		
OTHER PROGRAM ACTIVITIES					
Describe Lines 57, 58, 59 and 60 on Supplemental Form.	56	Feedlots where a MinnFARM was conducted:	0	1	0
	57	Hours mentoring New CFO's:	0	0.25	0
	58	CFO presentations at informational or producer groups: (per event)	0	1	0
	59	Meetings with other local government and producer groups:	0		
	60	Feedlot Ordinance Revisions:	0		
TOTAL PERFORMANCE CREDITS					21.50

Minnesota Pollution Control Agency
Feedlot Program

2015 Annual County Feedlot Officer Report

Supplemental Information Page

January 1, 2015 – December 31, 2015

County Name:

Le Sueur County

Work Plan
Inspection Goals

Please describe the progress that you made during the calendar year in meeting your 2015 work plan inspection goals. Your report must provide quantitative results for each inspection production site and land application goal listed in your work plan.

From Work Plan:

Production Site Inspection Strategy Goals

1. *Inspect all sites where an interim or CSF (CSF for ≥ 300 only) permit is issued. Results = 1 CSF issued and 2 sites inspected. No interim permits issued.*
2. *Inspect sites with OLAs that have never been inspected. Results = 2 OLA site inspections conducted.*
3. *Inspect sites required to be registered that never been inspected. Results = of the 13 sites inspected, 8 have not been inspected since 2004.*

Land Application Inspection Strategy Goals

1. *Level III inspections of turkey/chicken manure stockpile applications. Results = 3 land application inspections of turkey and/or chicken manure applications (but 1 cropland manager).*
2. *Level III inspections of manure applications. Results = 2.*
3. *Conduct Level I for all +100 AU production site inspections. Results = 3 Level I inspections conducted. Inspected 4 facilities over 100 animal units, but only 3 had livestock housed on-site within the past 3 years.*
4. *Conduct Level II for all +300 AU production site inspections. Results = 2 Level II inspections were conducted.*

Owner
Assistance Goals

Please report on the following owner assistance activities that you conducted in the past year. Include a date and description for each of the activities listed.

- Informational meetings provided to feedlot owners: *None*
- Newsletters/direct mailings sent to feedlot owners: *To NPDES/SDS Permit Holders: reminder to submit 2014 annual report and permit application reminder.*
- Feedlot articles placed in local newspapers: *None*
- Other information and outreach activities not identified above: *None*

Staffing Level and Training

Please list the training events that you participated in. Include a date and the number of hours of participation for each event listed.

Date	Training	Hours
6/9-6/11	CFO TEMPO	16
11/4-11/6	MACFO Conference	16
12/6	Tempo Day in Mankato	4
		36

Feedlot Enforcement Actions

Please describe any enforcement actions other than letters of warning (LOW), notices of violation (NOV), and court actions that you conducted.

None

Other Program Activities

Please list any meetings, including meeting dates, which you attended with local government services and producer groups (including SWCD and NRCS Offices, Minnesota Extension Service, Dairy Inspectors, Minnesota Pork Producers, Minnesota Dairy Association, Minnesota Cattleman’s Association).

None

Please use this space to describe any feedlot ordinance revision and/or adoption proceedings for this reporting period.

None

Please use this space to list any county feedlot program activities conducted during this reporting period not identified in this form.

None



Le Sueur County, MN

Tuesday, March 1, 2016

Board Meeting

Item 5

9:40 a.m. Al Christensen, Tri-County Solid Waste (10 min)

RE: Tri-County Update

Staff Contact:



Le Sueur County, MN

Tuesday, March 1, 2016

Board Meeting

Item 6

9:50 a.m. Darrell Pettis, Administrator/ Engineer

RE: Waseca - Le Sueur Regional Library JPA

RE: MVEC Contract

RE: Transit

RE: Miscellaneous

Staff Contact:

**Waseca-Le Sueur Regional Library
Joint Powers Agreement**

WHEREAS, the County Commissioners of Waseca and Le Sueur Counties respectively have each acted officially to establish public library service in their respective jurisdiction and provided for the financial support for such service from tax funds; and

WHEREAS, it is the mutual desire to strengthen and improve public library service for such counties; and

WHEREAS, it appears advantageous to accomplish this in a practical and economical manner through the operation of the public library services in said counties jointly; and

WHEREAS, legal authority for the joint operation of such public library services is provided for in Minnesota Statutes, Section 134.09, 134.11, 134.12, 134.20, 275.065, 375.335 and 471.59.

THEREFORE, we the undersigned representing:

The Board of County Commissioners, Waseca County, State of Minnesota.

The Board of County Commissioners, Le Sueur County, State of Minnesota.

Following action at respective regular meetings authorizing this agreement do hereby enter into the following Agreement with full intent of establishing, strengthening and improving public library services in all the areas to which we are responsible.

I.

PURPOSE:

1. It is the purpose of this Agreement to establish, strengthen and improve public library services in said Counties by establishing a regional library system.

THE REGIONAL LIBRARY BOARD:

1. THIS PURPOSE SHALL BE ACCOMPLISHED THROUGH A REGIONAL BOARD. For the purpose of governing the joint library services, there shall be created a library board to govern library services as a single library system, to be known as the WASECA — LE SUEUR REGIONAL LIBRARY.

2. Said library board shall be constituted and appointed in the following manner:

The regional library board shall consist of eight members:

Four members shall be appointed by the Le Sueur County Board for terms of three years and shall serve until their successor is appointed and qualified. One member appointed by the Le Sueur County Board shall be a member of that county board and all said appointees shall be residents of Le Sueur County. All terms shall commence on January 1 and terminate three years later on December 31. Each term shall be overlapping with one term expiring each year.

Four members shall be appointed by the Waseca County Board for terms of three years and shall serve until their successor is appointed and qualified. At least one member appointed shall be a resident of the City of Waseca. One member appointed by the Waseca County Board shall be a member of that county board and all said appointees shall be residents of Waseca County. All terms shall commence on January 1 and terminate three years later on December 31. Each term shall be overlapping with one term expiring each year.

In the event that any member becomes disqualified to serve or that a vacancy is created by resignation or for any other reason, the county board responsible for appointment to that position shall appoint a person to complete the unexpired term.

Notwithstanding county policy to the contrary, no person shall serve more than three full terms on the Library Board.

The entire Board shall meet monthly and have the responsibility for determining the service patterns and policies of the regional library system and carry out the fiscal administration of the regional library fund. The regional library budget shall be approved annually by the entire library board.

3. Said regional library board shall have the powers and duties provided for county library boards as specified in Minnesota Statutes, Section 134.11 and as one board shall administer the library service as a single library system.

II.

FINANCING AND DISBURSEMENT OF FUNDS.

1. Upon organization of the regional library board, there shall be elected by and from its members a PRESIDENT, VICE PRESIDENT, SECRETARY AND TREASURER. The Waseca- Le Sueur Regional Library shall furnish a surety bond in such sum and amount as may be fixed by the regional library board and the costs of such bond shall be a proper charge against the library fund.

At the direction of the library board, day to day accounting of financial transactions may be delegated to qualified library staff or other qualified accounting provider, however, oversight of this responsibility shall not be delegated by the treasurer nor the library board.

2. A general operating budget shall be established yearly and maintained as a single budget. Said budget shall be developed in consultation with members of the regional library board. On or before June 1, the library Director shall present said budget to the Administrators of the County of Waseca and County of Le Sueur who will then present said budget to their respective board for review and vote during their regularly scheduled meetings.

Both County Boards must approve the budget.

If so requested by a majority vote of any one of the Waseca County Commissioners or the Le Sueur County Commissioners, a joint meeting of the parties to this Agreement will be held no later than October 1. Not less than a quorum of the governing boards of each party must attend this meeting. Said meeting may be adjourned and reconvened until such time as the budget is approved or other necessary business is concluded by a majority of the parties to the agreement with each party casting one vote.

With the adoption of this budget the parties shall agree to the respective financial support to be contributed by each jurisdiction within limits fixed by Minnesota Statute, Section 134.34. Financing for the budget to be levied as specified in Minnesota Statute, Section 275.065, with Le Sueur County acting as the home County. The amount levied shall be spread on the net tax capacity of all taxable property in the district at a uniform tax rate. The total budget amount once adopted shall not be increased without approval of all parties to this Agreement. Changes in line items can be made by Library Board approval.

3. When the funds to be credited to the library fund become available to the counties, then said funds, on proper vouchers filed by the regional library board, shall be paid into the regional library fund.

4. All operating expenses of the regional library board shall be proper charges against the operation and maintenance of said library, including, but not limited to, all salaries and wages of personnel, purchase and replacement of books and equipment and any other proper items of expense, and they shall be charged against and paid out of the regional library fund. The cost of maintenance of a headquarters building is addressed in Appendix A.

5. Any and all disbursements from said regional library fund shall be made on checks that shall become negotiable instruments when signed by the treasurer and one other officer of the regional library board or their agent. All such disbursements shall first be approved by the regional library board, except that the payment of all wages and salaries of regularly retained personnel shall be paid bimonthly after, in the first instance, the regional library board has duly adopted a resolution authorizing the same and fixing the amount of said salaries and wages. The Library Board can approve in advance paying specific bills before Board meetings in order to avoid finance fees.

6. Any further rules and regulations concerning financing and disbursements of funds may be adopted by the regional library board by resolution, not inconsistent herewith.

III.

PROVISIONS FOR TERMINATION:

1. This Agreement shall continue in force until rescinded by the action of one of the parties, but the effective period hereof shall be for not less than three years from the date hereof. After three years from the effective date of this Agreement any party may terminate it under any of the following provisions:

- a. By giving notice in writing to the other party at least 6 months prior to the termination date; or
- b. By mutual agreement of the parties.

2. In the event of termination, each party shall retain title to any and all assets that it may have held at the time of the effective date of this Agreement. All other assets, including books and library materials, shall be divided among the parties on the basis of each party's respective proportion of the financial support provided by its respective library fund.

3. This Waseca-Le Sueur Regional Library Joint Powers Agreement shall be revised at least every ten (10) years.

IV.

OTHER PROVISIONS:

1. Said regional library board, and its personnel hired to administer and operate the public library service herein provided for, shall be responsible to see that all areas shall receive their full and due share of attention and service, and that in all areas to which the regional board is responsible the services shall be encouraged to grow along with all the other services of the library system. And, further, it is the full intention of all concerned to involve the local public libraries in the services of the system to the fullest extent possible, and to work for full cooperation and coordination of services with said libraries.

Insurance.

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

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days prior notice thereof to the Participating Counties.

Indemnification and Hold Harmless.

1. Applicability. The Waseca-Le Sueur Regional Library 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. Waseca-Le Sueur Regional Library 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.

2. Indemnification and Hold Harmless. The Waseca-Le Sueur Regional Library 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 Waseca-Le Sueur Regional Library. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota 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 purpose of liability, as set forth in Minnesota Statutes, Section 471,59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

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

APPROVAL AND EXECUTION:

1. This Agreement shall be effective the _____ day of _____, 2015. Further, by signing this Agreement, all past Joint Powers Agreement regarding the Waseca-Le Sueur Regional Library, are terminated.

IN TESTIMONY, we have unto set our hands and seal.


Le Sueur County Board of Commissioners

By: _____
Chairperson

By: _____
Administrator

Dated: _____, 2015

Waseca County Board of Commissioners

By:  _____
Chairperson

By:  _____
Administrator

Dated: February 16, 2015

APPENDIX A

CONTRACT FOR LOCAL IMPROVEMENT

I. This Agreement is made this 26th day of Feb, 201⁶5, between the Le Sueur County, Minnesota (hereinafter, the County), and Minnesota Valley Electric Cooperative (MVEC) of City: Jordan State: MN Zip: 55352 (hereinafter, the Utility).

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

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

Intersections: 1-3, 5-7, 9, 13-16, 18-20, 22-25, and 31.

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

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

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

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

VIII. The Utility shall commence Work on the Project after October 7, 2015. The Utility shall proceed diligently and agrees to complete the Project to the satisfaction and approval of the County's Engineer on or before ~~May 15~~, 2016. The Utility agrees to notify the County in writing of any cause of delay of the Project. July 31st

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

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

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

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

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

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

XIV. In consideration of the covenants and agreements stated above, the County agrees to pay the Utility the sum mentioned in the Quote Form / Work Order Agreement of the Utility in the amount of: \$ 153,388.75, a copy of which Quote Form is attached hereto and made a part of this contract.

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

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

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

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

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

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

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

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

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

In the presence of:

Le Sueur County, Minnesota

Utility: MVEC

By: _____

By: Michael D. Callies

Date: _____

Name: MICHAEL D. CALLIES

Title: _____

Title: ENGINEERING SUPERVISOR

By: _____

By: _____

Date: _____

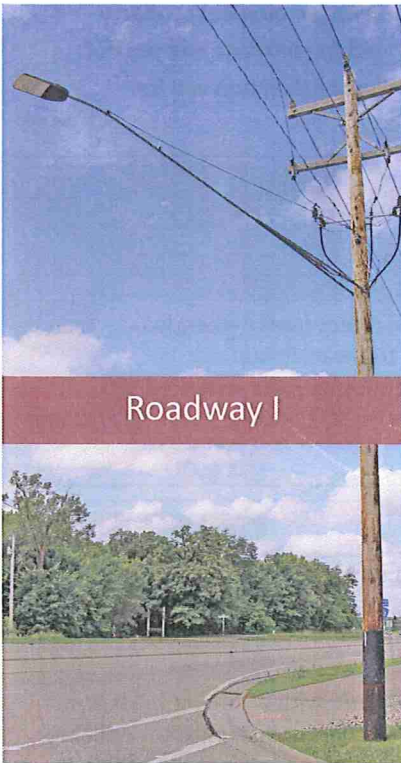
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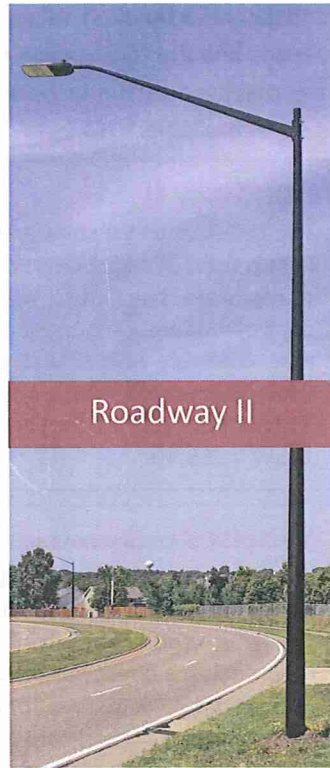
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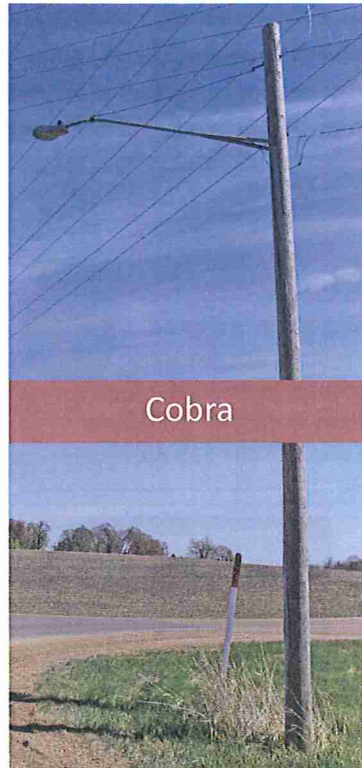
Street Lighting Full Length Views



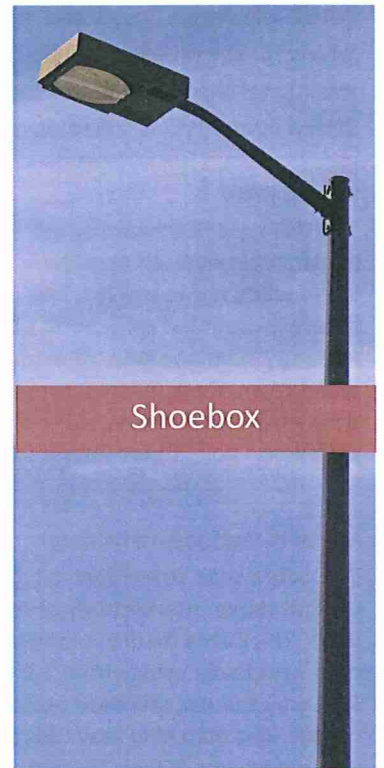
Roadway I



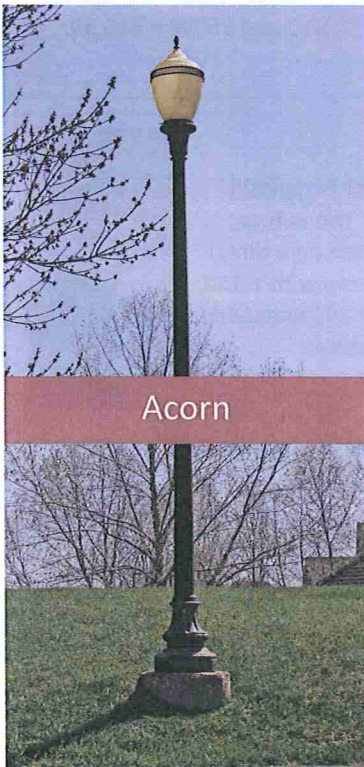
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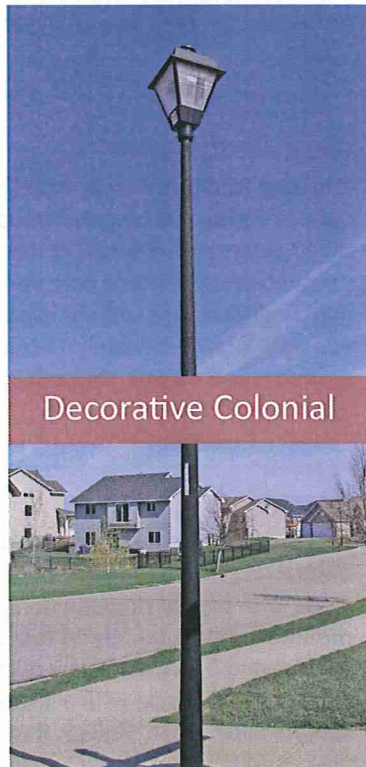
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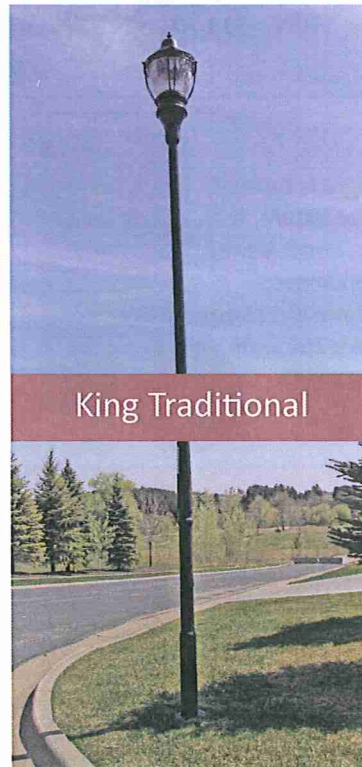
Shoebox



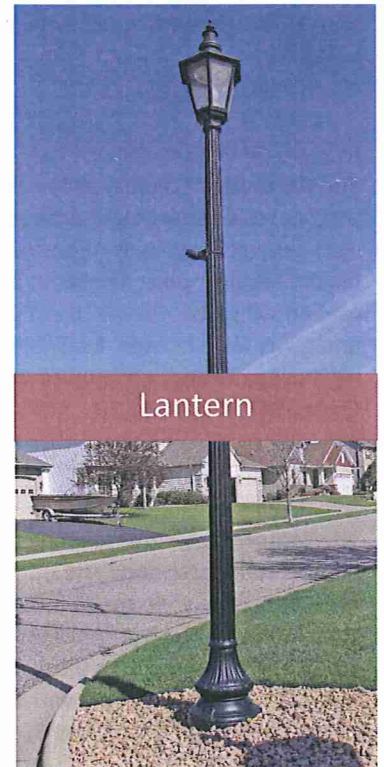
Acorn



Decorative Colonial



King Traditional



Lantern



Minnesota Valley Electric Cooperative
Your Touchstone Energy Cooperative

If you have questions about street lighting contact

MVEC at 651-432-6832 | www.mvet.net | info@mvet.net

MVEC Street Lighting Services & Styles

2016 Services and Charges

MVEC will design, install and maintain the pole, wiring, transformation and fixture as required. All equipment remains the property of MVEC. The member will be charged based on the style of lighting requested and the construction needed to complete the project. Additional charges for items such as transformers, additional poles, boring, overhead and underground line construction will be based upon MVEC's Schedule of Charges. Below is a listing of street light styles available.

Roadway I

The LED style Roadway I street light is typically used at major intersections or roadways. The fixture is mounted on a wood pole using either a 6 or 12 foot gray tubular, standard extension mount. The fixture is dark brown. **Cost:** 73W LED = \$450/light alone and \$900/light with wood pole. 143W LED = \$450/light alone and \$900/light with wood pole. **Rates** 73W = \$11.70 and 143W = \$15.40.



LED

Roadway II

The LED Roadway II style street light is used at major intersections or roadways. The fixture, with light control module is mounted on a direct buried fiberglass pole. Available with 73 watt or 143 watt lights. **Cost:** 30-foot pole with a 4-foot tubular mast arm = \$1,550. 35-foot pole with 12-foot arm = \$1,775. **Rates:** 73W = \$11.70 and 143W = \$15.40.



LED

Cobra (replacements only)

The Cobra style street light is typically used at major intersections or roadways. The Cobra fixture is mounted on a wood pole using either a 6 or 12 foot gray tubular, standard extension mount. The matching gray Cobra fixture features 150 or 250 watt high-pressure sodium lamps. Available for replacement purposes only. **Cost:** \$450/light alone and \$900/light with wood pole. **Rates:** 150W = \$11.70 and 250W = \$15.40.



Shoebox (replacements only)

The Shoebox style street light is typically used at major intersections or roadways. The fixture, with light control module, mounted on a direct buried fiberglass pole, is mounted 25 or 30 feet above grade with a tubular mast arm. Light is directed downward in a circular spread pattern. Available with a 150 or 250 watt, high-pressure sodium lamp. All components are color-matched dark brown. **Cost:** 30' pole = \$1,550 and 35" pole = \$1,775. **Rates:** 150W = \$13.10 and 250W = \$16.50.



Decorative Colonial

The Decorative Colonial style street light is typically used in residential neighborhoods. The fixture, with light control module, is mounted on a direct-buried black fiberglass pole. The lamp is approximately 15 feet above grade. Panels direct light onto the street and away from homes. Available with a 150 watt high-pressure sodium lamp or 106-watt LED. **Cost:** \$845. **Rate:** \$11.70



also
LED

King Traditional

The King Traditional style street light is typically used in residential neighborhoods. The fixture, with light control module, is mounted on a direct buried black aluminum pole. Available with a 150 watt high-pressure sodium lamp or 100 watt LED. The light is approximately 16 feet above ground. **Cost:** \$2,665. **Rate:** \$13.10.



also
LED

Lantern

The Lantern style street light is typically used in residential neighborhoods and offers a decorative clear glass hurricane style shade inside, giving it an old-style look. The lamp is approximately 13 feet above grade and mounted on a black fluted fiberglass pole. This light is available with a 100-watt high-pressure sodium lamp. **Cost:** \$5,730. **Rate:** \$11.60



Acorn

The Acorn style street light is typically used in residential neighborhoods and offers an opaque acorn globe with bronze ring and finial. The fixture is mounted approximately 14 feet above grade on a black fluted fiberglass screw anchor based pole. The light is available with a 150-watt high-pressure sodium lamp. **Cost:** \$4,885. **Rate:** \$15.10



MVEC

Minnesota Valley Electric Cooperative

LeSueur County Street Lighting 2016

Use street Light WO#'s for SMEC & MVEC Code 703

Company	Light #	Loc.	Intersection	Wire	Transformer	Boring	Roadway I (143w LED)	Roadway II (143w LED)	Restoration	Total
SMEC	1	51-04	(1) CSAH 11 & CSAH 12	200ft @ \$3.25/ft = \$650.00	1 @ \$1,100.00	180ft @ \$12.00/ft = \$2,160.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$7,710.00
SMEC	3	40-09	(22) CSAH 26 & CSAH 15	220ft @ \$3.25/ft = \$715.00	1 @ \$1,100.00	215ft @ \$12.00/ft = \$2,580.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$8,195.00
SMEC	4	40-21	(25) CSAH 15 & CSAH 24	190ft @ \$3.25/ft = \$617.50	1 @ \$1,100.00	120ft @ \$12.00/ft = \$1,440.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$6,957.50
SMEC	19	46-08,16	(9) CSAH 11 & CSAH 2	NA	2 @ \$1,100.00 = \$2,200.00	Lights on Ploes	(RI) 2 @ \$450.00 = \$900.00		NA	\$3,100.00

Transformer Monthly Charge \$8.50/each

Light Monthly Charge \$10.40/each

MVEC	2	42-04	(7) MNTH13/21 & CNTY 142	240ft @ \$3.25/ft = \$780.00	1 @ \$1,100.00	200ft @ \$12.00/ft = \$2,400.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$8,080.00
MVEC	5	49-08-1	(2) Cnty Rd 104 & Cnty Rd 105	180ft @ \$3.25/ft = \$585.00	1 @ \$1,100.00	180ft @ \$12.00/ft = \$2,160.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$7,645.00
MVEC	6	41-17	(3) CSAH 11 & CSAH 32	295ft @ \$3.25/ft = \$958.75	1 @ \$1,100.00	250ft @ \$12.00/ft = \$3,000.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$8,858.75
MVEC	7	41-07	(5) CSAH 11 & CSAH 26	150ft @ \$3.25/ft = \$487.50	1 @ \$1,100.00	100ft @ \$12.00/ft = \$1,200.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$6,587.50
MVEC	8	49-03	(6) CSAH 18 & CSAH 15	560ft @ \$3.25/ft = \$1,820.00	Existing Transformer	400ft @ \$12.00/ft = \$4,800.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$10,420.00
MVEC	9	51-14	(13) CSAH 7 & CSAH 12	320ft @ \$3.25/ft = \$1,040.00	Existing Transformer	190ft @ \$12.00/ft = \$2,280.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$7,120.00
MVEC	10	37-05	(14) St Hwy 19 & CSAH 30	90ft @ \$3.25/ft = \$292.50	Existing Transformer	100ft @ \$12.00/ft = \$1,200.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$5,292.50
MVEC	11	36-30	(15) CSAH 28 & CSAH 11	190ft @ \$3.25/ft = \$617.50	1 @ \$1,100.00	135ft @ \$12.00/ft = \$1,620.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$7,137.50
MVEC	12	37-21	(16) CSAH 28 & St Hwy 13/21	215ft @ \$3.25/ft = \$698.75	1 @ \$1,100.00	215ft @ \$12.00/ft = \$2,580.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$8,178.75
MVEC	13	41-03	(18) CSAH 26 & CSAH 32	175ft @ \$3.25/ft = \$568.75	1 @ \$1,100.00	160ft @ \$12.00/ft = \$1,920.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$7,388.75
MVEC	14	36-19-1B	(19) CSAH 11/28 & CR 120	190ft @ \$3.25/ft = \$617.50	1 @ \$1,100.00	60ft @ \$12.00/ft = \$720.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$6,237.50
MVEC	15	51-27-1	(20) CSAH 16 & CSAH 11	500ft @ \$3.25/ft = \$1,625.00	1 @ \$1,100.00	500ft @ \$12.00/ft = \$6,000.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$12,525.00
MVEC	16	45-32	(23) CSAH 18 & CR104	260ft @ \$3.25/ft = \$845.00	1 @ \$1,100.00	280ft @ \$12.00/ft = \$3,360.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$9,105.00
MVEC	17	47-28	(24) St Hwy 13 & CSAH 2	260ft @ \$3.25/ft = \$845.00	1 @ \$1,100.00	280ft @ \$12.00/ft = \$3,360.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$9,105.00
MVEC	18	42-15	(31) St Hwy 21 & CR 3	580ft @ \$3.25/ft = \$1,885.00	1 @ \$1,100.00	580ft @ \$12.00/ft = \$6,960.00	(RII) 2 @ \$1,775.00 = \$3,550.00		\$250.00	\$13,745.00

Total \$153,388.75

Transformer Monthly Charge \$10.00/each

Light Monthly Charge \$15.40/each

Le Sueur County, MN

Tuesday, March 1, 2016

Board Meeting

Item 7

Future Meetings

Staff Contact:

Future Meetings 2016

February 29, 2016	Nicollet, Blue Earth, Le Sueur County Transit Meeting 10:00 a.m. at the Nicollet County Government Center
March 1, 2016	Board Meeting 9:00 a.m.
March 8, 2016	No Board Meeting
March 10, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
March 15, 2016	Board Meeting, 9:00 a.m.
March 17, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
March 22, 2016	Board Meeting, 9:00 a.m. *Ditch Workshop
March 29, 2016	No Board Meeting
April 5, 2016	Board Meeting, 9:00 a.m. *CHB Meeting, 1:00 p.m. Waterville Senior Center
April 12, 2016	No Board Meeting
April 14, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
April 19, 2016	Board Meeting, 9:00 a.m.
April 21, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
April 26, 2016	Board Meeting, 9:00 a.m.