



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
88 S. PARK AVENUE, LE CENTER, MN
COMMISSION CHAMBERS
February 16, 2016**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: February 2, 2016 Minutes and Summary Minutes
RE: Caribou Gun Club Renewal of Consumption and Display Permit
RE: Le Sueur Valley Ducks Unlimited Gambling Permit

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

3. **9:15 a.m. Human Services (45 min)**

4. **10:00 a.m. Seasonal Bids (5 min)**

5. **10:05 a.m. Kathy Brockway, P&Z Administrator (10 minutes)**
3 RFA Items, Traxlers Construction, Hanlon and Kamp Dels

6. **10:15 a.m. Le Sueur County Historical Society (5 min)**
RE: Ottawa Church Restoration Project Update

7. **10:20 a.m. Scott Gerr, MIS (5 min)**
RE: AirWatch Support Renewal Quote

8. **10:25 a.m. Mike Schultz, Soil & Water (10 min)**
RE: Charles Puffer Stabilization Project

9. **10:35 a.m. Human Resources (5 min)**

10. **10:40 a.m. Dave Tietz, Sheriff (5 min)**
RE: Patrol Vehicle Quotes
RE: AIS Trailer Purchase

11. **10:45 a.m. Darrell Pettis, County Administrator/Engineer**
RE: Drug Court Contract
RE: Ney Nature Center Sign
RE: Western County Boundary/Meandering River
RE: County Ditch Fund Balances
RE: March Ditch Workshop
RE: February 23 Space Study and CIP Workshop Reminder
RE: February 29 Transit Meeting Reminder
RE: Misc.

12. **Future Meetings**

Le Sueur County, MN

Tuesday, February 16, 2016

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: February 2, 2016 Minutes and Summary Minutes

RE: Caribou Gun Club Renewal of Consumption and Display Permit

RE: Le Sueur Valley Ducks Unlimited Gambling Permit

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting February 2, 2016

The Le Sueur County Board of Commissioners met in regular session on Tuesday, February 2, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfig, John King, Joe Connolly, Lance Wetzel and Dave Gliszinski. Also present were Darrell Pettis and Brent Christian.

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

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

- Approved the January 26, 2016 County Board Minutes and Summary Minutes
- Approved the NWTf Valley Yelpers Gambling Application

On motion by Gliszinski, seconded by Rohlfig and unanimously approved, the Board approved the claims for Human Services:

Financial:	\$ 34,049.71
Soc Serv:	\$ 49,164.57

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

On motion by Rohlfig, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to promote Kelly Wroe to a full time Accounting/Licensing Clerk in the Auditor-Treasurer's Office as a Grade 7, Step 1 at \$18.54 per hour, effective February 8, 2016.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to promote Heather Gilhousen to a full time Accounting/Licensing Clerk in the Auditor-Treasurer's Office as a Grade 7, Step 1 at \$18.54 per hour, effective February 8, 2016.

On motion by Wetzel, seconded by Rohlfig and unanimously approved, the Board approved the recommendation to hire Kathleen Hagen as a part time Homemaker in Public Health as a Grade 1, Step 1 at \$13.08 per hour, effective February 22, 2016.

On motion by Rohlfig, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to approve and sign to renew the Le Sueur County Telecommute Agreement with Roxanne Braun-Billings, full time Agency Social Worker, in Human Services, effective March 1, 2016 to March 1, 2017.

Administrator Pettis appeared before the Board with a number of items for consideration and approval.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board approved the purchase of a John Deere Tractor 6130M with a trade-in of a 2009 John Deere 6430 from Ag Power Enterprises for \$46,000 and a Mower from Diamond Mowers for \$36,487 for a total of \$82,487.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the purchase of a 2016 Chevrolet Equinox, State Contract 72060, from Ranger Chevrolet Buick GMC in the amount of \$22,109.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Chair to sign the Agreement to Provide Professional Services between Minnesota Counties Computer Cooperative and Trimin Systems, Inc.

On motion by Rohlfing, seconded by Wetzel and unanimously approved, the Board approved a resolution to open Seasonal Bids for the Highway Department on Tuesday, February 16th at 10:00 a.m.

On motion by Rohlfing, seconded by Wetzel and unanimously approved, the Board approved and authorized the Sheriff to sign the annual agreement between the Le Sueur County Jail and A'Viands, LLC.

On motion by Wetzel, seconded by Connolly and unanimously approved, the following claims were approved for payment:

Warrant #	Vendor Name	Amount
39357	A;Viands	\$ 6,480.20
39370	Bolton & Menk Inc.	\$ 11,220.00
39374	Cargill Inc.	\$ 6,613.50
39384	Dirt Merchant Inc.	\$111,072.58
39386	Ehlers & Assoc. Inc.	\$ 3,300.00
39404	Le Sueur County Soil/Water Conservation Dist.	\$ 2,395.81
39405	M-R Sign Co. Inc.	\$ 2,442.75
39411	Nicollet County Sheriff	\$ 2,280.00
39417	Rinke-Noonan Law Firm	\$ 3,589.75
39422	S.E.H. Inc.	\$ 45,482.24
39423	Selly Excavating Inc.	\$ 83,717.50
39424	SHI International Corp.	\$ 6,362.00
39431	Technical Solutions of Madison Lake Inc.	\$ 2,086.01
39437	Tri-County Solid Waste	\$ 18,423.85
76 Claims paid less than \$2,000.00:		\$ 31,506.10
14 Claims paid more than \$2,000.00:		\$305,466.19
90 Total all claims paid:		\$336,972.29

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday February 16, 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 2, 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 2, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfiing, John King, Joe Connolly, Lance Wetzel and Dave Gliszinski. Also present were Darrell Pettis and Brent Christian.
- The Board approved the amended agenda for the business of the day. (Connolly-Rohlfiing)
- The Board approved the consent agenda: January 26, 2016 County Board Minutes and Summary Minutes and NWT Valley Yelpers Gambling Application. (Wetzel-Gliszinski)
- The Board approved the claims for Human Services: Financial: \$ 34,049.71 and Soc Serv: \$ 49,164.57 (Gliszinski-Rohlfiing)
- The Board approved to promote Kelly Wroe to a full time Accounting/Licensing Clerk in the Auditor-Treasurer’s Office as a Grade 7, Step 1 at \$18.54 per hour, effective February 8, 2016. (Rohlfiing-Gliszinski)
- The Board approved to promote Heather Gilhousen to a full time Accounting/Licensing Clerk in the Auditor-Treasurer’s Office as a Grade 7, Step 1 at \$18.54 per hour, effective February 8, 2016. (Connolly-Gliszinski)
- The Board approved to hire Kathleen Hagen as a part time Homemaker in Public Health as a Grade 1, Step 1 at \$13.08 per hour, effective February 22, 2016. (Wetzel-Rohlfiing)
- The Board approved to renew the Le Sueur County Telecommute Agreement with Roxanne Braun-Billings, full time Agency Social Worker, in Human Services, effective March 1, 2016 to March 1, 2017. (Rohlfiing-Gliszinski)
- The Board approved the purchase of a John Deere Tractor 6130M with a trade-in of a 2009 John Deere 6430 from Ag Power Enterprises for \$46,000 and a Mower from Diamond Mowers for \$36,487 for a total of \$82,487. (Connolly-Wetzel)
- The Board approved the purchase of a 2016 Chevrolet Equinox, State Contract 72060, from Ranger Chevrolet Buick GMC in the amount of \$22,109. (Rohlfiing-Gliszinski)
- The Board approved and authorized the Chair to sign the Agreement to Provide Professional Services between Minnesota Counties Computer Cooperative and Trimin Systems, Inc. (Wetzel-Gliszinski)
- The Board approved a resolution to open Seasonal Bids for the Highway Department on Tuesday, February 16th at 10:00 a.m. (Rohlfiing-Wetzel)
- The Board approved and authorized the Sheriff to sign the annual agreement between the Le Sueur County Jail and A’Viands, LLC. (Rohlfiing-Wetzel)
- The following claims were approved for payment: (Wetzel-Connolly)

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●The Board adjourned until Tuesday February 16, 2016 at 9:00 a.m. (Connolly-Wetzel)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman



**Minnesota Department of Public Safety
Alcohol and Gambling Enforcement**
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7512

RENEWAL OF CONSUMPTION AND DISPLAY PERMIT
Permit Fee \$250 (Renewal Date: April 1)

ID# 262	License Code CDPBL
Caribou Gun Club Inc.	
Caribou Gun Club	
30649 380th St	
LeSueur	MN 56058
Business Phone 5076653796	

**IF NAME AND ADDRESS
SHOWN ARE NOT
CORRECT, MAKE
CHANGES BELOW**

Worker's Comp. Ins. Name State Fund Policy # 485693 Policy Period 8/12/15 / 7/26/16
 City/County where permit approved LeSueur 048710.805
 Licensee Name Caribou Gun Club
 Address, City, State, Zip 30649 - 380th LeSueur MN
 Business Phone 507-665-3796 Email _____

By signing this renewal application, applicant certifies that there has been no change in ownership, corporate officers, bylaws, membership, partners, home addresses, or telephone numbers. If changes have occurred during the past 12 months, please give details on the back of this renewal, then sign below.

Applicant's signature on this renewal confirms the following: Failure to report any of the following will result in fines.

1. Applicant confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
2. Applicant confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
3. Applicant confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on the back of this renewal, then sign below.
4. Applicant confirms that workers compensation insurance is in effect for the full license period.
5. Applicant confirms, no club on-sale intoxicating liquor license is held.
6. Applicant confirms business premises are separate from any other business establishment.

Licensee Signature Randy J. Voss Date Feb -12- 16
 (Signature certifies all application information to be correct and permit has been approved by city/county.)

City Clerk/County Signature _____ Date _____
 (Signature certifies that a consumptions and display permit has been approved by the city/county as stated above.)

**MAKE CHECKS PAYABLE TO: DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT
AND RETURN WITH APPLICATION**

Amount Received _____

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: LESUEUR VALLEY DUCKS UNLIMITED Previous Gambling Permit Number: 180

Minnesota Tax ID Number, if any: ES 37964 Federal Employer ID Number (FEIN), if any: 13-5643799

Mailing Address: 413 SO. PARK LANE

City: LESUEUR State: MN Zip: 56058 County: LESUEUR

Name of Chief Executive Officer (CEO): DOUG MALM

Daytime Phone: 507-665-2653 Email: Kdmalm@mediacombb.net

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
 60 Empire Drive, Suite 100 www.sos.state.mn.us
 St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): CARIBOU GUN CLUB

Address (do not use P.O. box): 30649 380th ST.

City or Township: LESUEUR, MN. Zip: 56058 County: LESUEUR

Date(s) of activity (for raffles, indicate the date of the drawing): APRIL 9, 2016

Check each type of gambling activity that your organization will conduct:

Bingo* Paddlewheels* Pull-Tabs* Tipboards*[#]

Raffle (total value of raffle prizes awarded for the calendar year: \$ 3,000)

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **LIST OF LICENSEES**, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL
for a gambling premises located within city limits

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

COUNTY APPROVAL
for a gambling premises located in a township

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: LESUEUR

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Doug Malm Date: 2-11-16
(Signature must be CEO's signature; designee may not sign)

Print Name: DOUG MALM

REQUIREMENTS

Complete a separate application for:

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

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

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status, and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

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

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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



Le Sueur County, MN

Tuesday, February 16, 2016

Board Meeting

Item 2

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

Staff Contact:

Le Sueur County, MN

Tuesday, February 16, 2016

Board Meeting

Item 3

9:15 a.m. Human Services (45 min)

Staff Contact:

**Human Services Board Agenda
February 16, 2016 @ 9:15 a.m.**

100- INFORMATION/PRESENTATIONS:

- 101 - Introduction of New Staff -
 - Amber Lazzari (Agency Social Worker - Child Protection)
- 102 - Child Protection Funding Performance Results

200- CHARTS/GRAPHS:

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

300- BOARD APPROVAL ITEMS:

- 310 - Clubhouse Lease
- 320 - Adult Mental Health CSP Grant Award
- 330 - Commissioner's Warrants

COMMERCIAL LEASE

This lease is made between Le Sueur Co. Soil & Water Conservation, herein called Lessor, and
of Le Sueur Co. Human Services, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Le Center
County of Le Sueur, State of Minnesota, described as 181 W.
Minnesota St. Screen Restroom, upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of 1 years, commencing
January 1, 2016, and terminating on December 31, 2016, or
sooner as provided herein at the annual rental of \$100.00 monthly, payable in equal

installments in advance on the first day of each month for that month's rental, during the term of this lease.
All rental payments shall be made to Lessor, at the address specified above.

2. **Use.** Lessee shall use and occupy the premises for Le Sueur Co. Human Services.
The premises shall be used for no other purpose.
Lessor represents that the premises may lawfully be used for such purpose.

3. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and
repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the
premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating
installations and any other system or equipment upon the premises and shall surrender the same, at
termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be
responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and:
general maintenance, which shall be maintained
by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as
sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any
alterations, additions, or improvements, in, to or about the premises.

5. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all
municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the
premises, occasioned by or affecting the use thereof by Lessee.

6. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the
premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such
assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this
lease.

7. **Utilities.** All applications and connections for necessary ~~utility~~ ^{telephone} services on the demised premises shall
be made in the name of Lessee only, and Lessee shall be solely liable for ~~utility~~ charges as they become due,
including those for sewer, water, gas, electricity, and telephone services. telephone

8. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at
reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at
any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To
Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. **Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof,
Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee
shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is
not delivered within 0 days of the commencement of the term hereof.

10. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any
other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to
hold Lessor harmless from any claims for damages, no matter how caused.

11. **Insurance.** Lessee, at his expense, shall maintain ~~leases~~ and public liability insurance including
bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The
Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change
of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or
Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might
otherwise exist.

12. **Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the
building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall
terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be
apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to
Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof,
but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving
expenses.

13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within _____ days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such _____ days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than _____ days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects.

15. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of 0 Dollars (\$ _____) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 0 % of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

17. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

18. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

20. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

21. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

22. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 0 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ _____. The option shall be exercised by written notice given to Lessor not less than 0 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

23. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

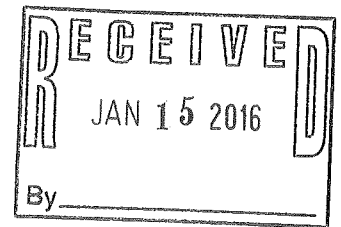
24. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this _____ day of _____.

By: _____
Lessee

By: Jim Strick
Lessor

Before you use this form, read it, fill in all blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. E-Z Legal Forms and the retailer make no representation or warranty, express or implied, with respect to the merchantability of this form for an intended use or purpose.



Minnesota Department of **Human Services**

Date: December 31, 2015

To: The County Board Chair of LeSueur County

From: Alice Nichols, Division Director *AN*
The Mental Health Division of the Department of Human Services

Re: **CY 2016 ADULT MENTAL HEALTH GRANTS**

This document serves as acceptance of your 2016 Adult Mental Health (AMH) Grant Plan. It is an agreement between the AMHI or county ("GRANTEE") and the Department of Human Services, Mental Health Division ("GRANTOR") for the dollar amount in the attached CY16 Adult Mental Health Grants award table which is hereby incorporated.

The GRANTOR'S Authorized Representative for the purposes of this document is Faye Bernstein or his/her successor. They can be reached at 651-431-2230. The GRANTEE'S Authorized Representative for the purposes of this document is Susan Rynda or his/her successor. They can be reached at 507-357-8515.

AMH Grants are inclusive of the four categories of the Adult Mental Health Initiative (AMHI), Housing with Supports, Project for Assistance in Transition from Homelessness (PATH), and Community Support Services Program (CSP). The information in this letter applies to all four grant categories.

Any funds granted pursuant to your Grant Plan are to be expended for the purposes approved by the Commissioner of Human Services and in accordance with applicable laws and rules. Documentation of compliance with all applicable laws and rules should be monitored and be made available for audit inspection. All AMH Grants are conditional and subject to the continued availability of state or federal funding. GRANTEES not meeting the requirements of M.S. 245.461 to 245.486, or not using funds according to their approved AMH Grant Plan, may have all or part of their funds terminated, delayed, or returned upon 30 day notice to the county board in accordance with M.S. 245.483.

In accepting Adult Mental Health Grants, the following is understood and agreed to:

- All expenditures reported to DHS shall be made after the fiscal agent's review of the documentation supporting the expense to determine that the expense is allowable, including but not limited to both the type of expense and timing of the expense within the proper grant period.

- o All expenditures are for services, or items necessary for the delivery of those services.
 - o "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$10,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance).
 - Exceptions to the prohibition of capital purchases will be considered on a case-by-case basis.
- o The budgets, expenditures and programs are subject to periodic review by the Commissioner.
- o The GRANTEE shall comply with the Minnesota Department of Administration, Office of Grants Management Policy 08-10.
 - Grants Management Policy 08-10 requires a GRANTOR agency to monitor activity at least once during the grant period. The monitoring shall be documented. Monitoring activity may include topics such as statutory compliance, challenges faced by the GRANTEE, modifications made to the grant program, program outcomes, GRANTEE policies and procedures, GRANTEE governance, and training and technical assistance needs. Grants Management Policy 08-10 also requires the GRANTOR agency to perform a financial reconciliation of one payment during the grant period. A financial reconciliation is defined as matching the GRANTEE's supporting source documentation to the payment.
 - A Financial Reconciliation Plan, considering potential risk factors of the GRANTEE, may be completed and approved by the Mental Health Division.
- o The GRANTEE, as the AMHI fiscal host, shall ensure that member counties comply with the Grants Management Policy 08-10.
- o Expenditures shall be reported on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895). Please see the latest version of *DHS Summarizes Mental Health Grant Fiscal Reporting Requirements* bulletin and *Changes to DHS BRASS Manual for Calendar Years 2016-2017* bulletin for instruction. GRANTEE's must use the DHS-2895 form specific to their grant.
 - Grant #1 2895 for non-integrated GRANTEE's
 - Grant #4 2895 for integrated GRANTEE's
- o The GRANTEE shall seek permission from the GRANTOR, using a Budget Revision Form, of a significant change in a BRASS code expenditure. A

significant change is defined as a 50% deviation from the approved Adult Mental Health Grant application.

- All revenue received by a GRANTEE, its contracted, or subcontracted providers shall be managed according to M.R. chapter 9535.1740, subp.3.
- The GRANTEE's governance body must have written policy and procedures governing their accounting and operational procedures.
- The GRANTEE shall comply with the Minnesota Government Data Practices Act, M.S. chapter 13, Federal Lobbying Restrictions, and the Single Audit Act.
- The GRANTEE shall comply with M.S. chapter 13D, the Minnesota Open Meeting Law.
- All GRANTEE contracts entered into under this agreement must be written to comply with M.S. 245.466, subd. 3, and 256.0112. The GRANTEE and contracted providers shall comply with programmatic and fiscal reporting requirements of the Commissioner.
- The GRANTEE shall have a transition plan that complies with M.S. 245.466 subd. 3a.
- The GRANTEE and their contracted providers shall have written personnel policies that comply with Titles VI and VII of the U.S. Civil Rights Act of 1964, the Americans with Disabilities Act, and the Minnesota Human Rights Act, M.S., chapter 363A.
- The GRANTEE shall include persons with mental illness and tribal organizations of the county/region in the development, implementation, and evaluation of all AMH Grant Plans.
- AMHI projects shall be planned and administered according to M.S. 245.4661.
- CSP services shall be planned and administered according to M.S. 245.4712, subd. 1.
- The GRANTEE must ensure their contracted providers are billing eligible insurance before accessing AMH funding.
- The GRANTEE must ensure their contracted providers are completing all required data reporting.

PATH

Federal PATH, along with the State match, renewal funding is applied for through the annual Federal and State PATH application. The current PATH GRANTEES will need to reapply for CY 2017 funding in the spring of 2016 upon release of the Federal and State PATH applications. PATH GRANTEES are required to use the Grant # 2 DHS-2895 specific to PATH grants.

Housing with Supports

The Housing with Support grants will expire in December 2016. A competitive application for Housing with Support grants will be available in the spring of 2016. Housing with Supports GRANTEES are required to use the Grant # 13 DHS-2895 specific to Housing with Supports grants.

The GRANTEE's are also required to issue a Notification of Housing with Support Award letter to the provider identifying the amount of the award and the January 1, 2016 to December 31, 2016 grant period. The GRANTOR shall be cc'ed on the award notification.

The signature of the County Board Chair indicates agreement to the above terms and conditions and constitutes an agreement between the GRANTEE and GRANTOR. **Please print one (1) original, sign and mail to** Patti Luther, Mental Health Division, Minnesota Department of Human Services, PO Box 64981, St. Paul, MN 55164-0981.

County Board Chair Signature

(dated)

County Board Chair Name and Address

DHS Authorized Signature

(dated)

- C: DHS, Financial Management Division (via email)
- The Director of Social Services of LeSueur County, as the Fiscal Agent of the GRANTEE (via email)
- Susan Rynda, GRANTEE contact (via email)
- Kari Jo Sowieja, GRANTEE fiscal contact (via email)
- Faye Bernstein, Mental Health Division Program Consultant (via email)

Enc. CY16 Adult Mental Health Grants award table

**Le Sueur
CV'16 Adult Mental Health Grants**

	2016 Base	Cola	Other Base Adjust	One-time Adjustments	Total CV Funding Base+COLA+Adjustments	Comments
Community Support Program						
74.ADLTMHR78CSP25 STATE (Note 1)						
Total CSP	\$61,006	\$0	\$0	\$0	\$61,006	
PATH						
74.MHHOMELESS**30 (Note 1)	\$0	\$0	\$0	\$0	\$0	
Adult Mental Health Initiative						
AMHI	\$0	\$0	\$0	\$0	\$0	
Adult Crisis Response	\$0	\$0	\$0	\$0	\$0	
Other	\$0	\$0	\$0	\$0	\$0	
Total AMHI	\$0	\$0	\$0	\$0	\$0	
Housing with Support						
Housing with Support	\$0	\$0	\$0	\$0	\$0	
Adult & Childrens Crisis Response						
74.MHCRISIS 50/50 (Note 1)	\$0	\$0	\$0	\$0	\$0	
Transition To Community						
74.TRNSCOMMINT32 (Note 1)	\$0	\$0	\$0	\$0	\$0	
Total of all Grants	\$61,006	\$0	\$0	\$0	\$61,006	

Changes indicated in bold under comments

General Notes:

Note 1: An invoice field code has been provided for each grant category. This code will appear on payments made to your county.

Fin. Mgt. contact person: Craig Beske - 651-431-3780; Fax: 651-431-7480; e-mail: Craig.Beske@state.mn.us

Child Protection Grant Allocation

PRELIMINARY Performance (1/1/15 - 12/31/15)

Monthly contact with children in out-of-home placement			
Agency	Total number of months in which visits were required	Total months with contact	Percent of months with contact
Aitkin	224	162	72.3
Anoka	2310	2027	87.7
Becker	1061	1013	95.5
Beltrami	1677	1157	69
Benton	659	583	88.5
Big Stone	117	110	94
Blue Earth	936	829	88.6
Brown	288	277	96.2
Carlton	764	622	81.4
Carver	666	484	72.7
Cass	791	667	84.3
Chippewa	31	29	93.5
Chisago	581	549	94.5
Clay	1393	862	61.9
Clearwater	189	96	50.8
Cook	124	99	79.8
Crow Wing	1273	906	71.2
Dakota	1497	1280	85.5
DMHSS	349	317	90.8
Douglas	377	321	85.1
Faribault-Martin	996	893	89.7
Fillmore	113	111	98.2
Freeborn	619	504	81.4
Goodhue	538	423	78.6
Grant	43	35	81.4
Hennepin	14244	10441	73.3
Houston	172	136	79.1
Hubbard	653	601	92
Isanti	679	618	91
Itasca	1245	917	73.7
Kanabec	178	156	87.6
Kandiyohi	595	565	95
Kittson	84	78	92.9

Child Protection Grant Allocation

PRELIMINARY Performance (1/1/15 - 12/31/15)

Monthly contact with children in out-of-home placement			
Agency	Total number of months in which visits were required	Total months with contact	Percent of months with contact
Koochiching	267	136	50.9
Lac Qui Parle	141	131	92.9
Lake	204	152	74.5
Lake Of The Woods	21	17	81
Le Sueur	268	246	91.8
Mahnomen	101	56	55.4
Marshall	107	102	95.3
McLeod	497	437	87.9
Meeker	191	153	80.1
Mille Lacs	469	439	93.6
MN Prairie	931	840	90.2
Morrison	517	508	98.3
Mower	554	535	96.6
Nicollet	353	336	95.2
Nobles	356	313	87.9
Norman	62	49	79
Olmsted	1231	1163	94.5
Otter Tail	478	401	83.9
Pennington	347	121	34.9
Pine	335	288	86
Polk	519	501	96.5
Pope	208	174	83.7
Ramsey	8872	6871	77.4
Red Lake	18	18	100
Renville	360	281	78.1
Rice	1053	720	68.4
Roseau	61	53	86.9
Scott	416	382	91.8
Sherburne	535	500	93.5
Sibley	129	121	93.8
Southwest HHS	1124	1073	95.5
St. Louis	6463	4336	67.1
Stearns	2244	1961	87.4

Child Protection Grant Allocation

PRELIMINARY Performance (1/1/15 - 12/31/15)

Monthly contact with children in out-of-home placement			
Agency	Total number of months in which visits were required	Total months with contact	Percent of months with contact
Stevens	76	70	92.1
Swift	348	326	93.7
Todd	557	505	90.7
Traverse	91	84	92.3
Wabasha	338	268	79.3
Wadena	160	139	86.9
Washington	1017	950	93.4
Watonwan	93	88	94.6
Wilkin	74	65	87.8
Winona	364	273	75
Wright	1064	995	93.5
Yellow Medicine	122	109	89.3
State total	55067	43912	79.7

Child Protection Grant Allocation

PRELIMINARY Performance (1/1/15 - 12/31/15)

Timely contact with children in response to a maltreatment report			
Agency	Total number of alleged child victims	Number of alleged child victims with timely contact	Percent of timely responses
Aitkin	99	70	70.7
Anoka	1161	973	83.8
Becker	381	329	86.4
Beltrami	383	301	78.6
Benton	136	116	85.3
Big Stone	38	37	97.4
Blue Earth	218	203	93.1
Brown	173	157	90.8
Carlton	311	240	77.2
Carver	439	396	90.2
Cass	269	243	90.3
Chippewa	65	65	100.0
Chisago	184	155	84.2
Clay	476	364	76.5
Clearwater	122	98	80.3
Cook	20	19	95.0
Crow Wing	282	184	65.2
Dakota	1687	1446	85.7
DMHSS	182	167	91.8
Douglas	301	229	76.1
Faribault-Martin	324	283	87.3
Fillmore	81	81	100.0
Freeborn	193	158	81.9
Goodhue	134	122	91.0
Grant	84	69	82.1
Hennepin	8524	5334	62.6
Houston	28	18	64.3
Hubbard	190	176	92.6
Isanti	215	189	87.9
Itasca	296	175	59.1
Kanabec	124	112	90.3
Kandiyohi	284	247	87.0
Kittson	20	19	95.0

Child Protection Grant Allocation

PRELIMINARY Performance (1/1/15 - 12/31/15)

Timely contact with children in response to a maltreatment report			
Agency	Total number of alleged child victims	Number of alleged child victims with timely contact	Percent of timely responses
Koochiching	62	55	88.7
Lac Qui Parle	32	23	71.9
Lake	59	53	89.8
Lake Of The Woods	12	12	100.0
Le Sueur	134	128	95.5
Mahnomen	19	12	63.2
Marshall	55	48	87.3
McLeod	262	244	93.1
Meeker	93	83	89.2
Mille Lacs	386	336	87.0
MN Prairie	433	382	88.2
Morrison	190	185	97.4
Mower	340	301	88.5
Nicollet	132	130	98.5
Nobles	79	73	92.4
Norman	21	21	100.0
Olmsted	817	735	90.0
Otter Tail	418	359	85.9
Pennington	24	13	54.2
Pine	386	280	72.5
Polk	281	267	95.0
Pope	121	80	66.1
Ramsey	2635	2421	91.9
Red Lake	31	28	90.3
Renville	148	86	58.1
Rice	371	315	84.9
Roseau	119	102	85.7
Scott	693	616	88.9
Sherburne	483	420	87.0
Sibley	105	100	95.2
Southwest HHS	581	493	84.9
St. Louis	2100	1587	75.6
Stearns	656	439	66.9

Child Protection Grant Allocation

PRELIMINARY Performance (1/1/15 - 12/31/15)

Timely contact with children in response to a maltreatment report			
Agency	Total number of alleged child victims	Number of alleged child victims with timely contact	Percent of timely responses
Stevens	60	55	91.7
Swift	109	102	93.6
Todd	99	88	88.9
Traverse	55	49	89.1
Wabasha	114	109	95.6
Wadena	152	103	67.8
Washington	890	840	94.4
Watonwan	51	48	94.1
Wilkin	65	48	73.8
Winona	367	347	94.6
Wright	525	455	86.7
Yellow Medicine	112	105	93.8
State total	32301	25551	80.0



Le Sueur County, MN

Tuesday, February 16, 2016

Board Meeting

Item 4

10:00 a.m. Seasonal Bids (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, February 16, 2016

Board Meeting

Item 5

10:05 a.m. Kathy Brockway, P&Z Administrator (10 minutes)

3 RFA Items, Traxlers Construction, Hanlon and Kamp Dels

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

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
88 SOUTH PARK AVE.
LE CENTER, MINNESOTA 56057
February 11, 2016

MEMBERS PRESENT: Don, Reak, Jeanne Doheny, Don Rynda, Shirley Katzenmeyer, Doug Krenik, Al Gehrke, Betty Bruzek, Pam Tietz

MEMBERS ABSENT: Steve Olson, Chuck Retka

OTHERS PRESENT: Kathy Brockway, Commissioners King and Connolly

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

ITEM #1: TRAXLER CONSTRUCTION, PAT TRAXLER, (APPLICANT) LE CENTER, MN; BETTY ANN MOLLENHAUER C/O RALPH & EVA FIX, (OWNER) EDINA, MN: Request that the County grant a Conditional Use Permit to allow mineral extraction of 50 acres of a 76.63 acre parcel in an Agriculture "A" District, in the Mineral Resources "MR" Overlay District and the Airport Zoning "AZ" Overlay District. Property is located in the S half of the SE1/4 and the E half of the SE1/4, Section 11, Ottawa Township. The application was tabled at the June 11, 2015 meeting for a Mandatory Environmental Review. The 30-day public comment period for the Mandatory Environmental Assessment Worksheet ended on January 6, 2016. A recommendation to approve the adequacy of this document and recommend a negative declaration on this project. Concluding that any potential environmental effects, which may result from this project, have been addressed. *No public comment will be taken at this meeting*

Kathy Brockway presented the power point presentation. Patrick Traxler, Chantill Kahler-Royer and Kirsten Pauley were present for application.

Discussion was held regarding; Kirsten Pauley updated the Planning Commission on the process of reviewing the environmental documents, responding to the comments, and preparations for the conditional use permit process.

Motion was made by Don Reak to approve the Environmental Assessment Worksheet with the recommendation of a negative declaration for an Environmental Impact Statement and to continue with the Conditional Use Permit process. Seconded by Doug Krenik. Motion approved. Motion carried.

ITEM #2: DANIEL HANLON, ST PAUL, MN, (APPLICANT): JMH PARTNERSHIP LLC, ST PAUL, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to establish and operate a self-serve storage facility in an Agriculture "A" District. Property is located in the NE 1/4 NE 1/4, Section 6, Derrynane Township.

Kathy Brockway presented the power point presentation. Daniel Hanlon was present for the application.

TOWNSHIP: No comments, notified through the application process. **DNR:** N/A **LETTERS:** Theresa and Steve Ruhland, read into the record (see file).

PUBLIC COMMENT: No comments.

Discussion was held regarding: access, drainage, commercial use within the Agricultural District, property in family since 1861, number of buildings, plans of expansion in the future, size of buildings, maintenance of property, weed control, lighting, security, possibility of fencing outdoor storage, signage, material movement on site, stockpiling of excess material, traffic, dust control, personal storage of renters, storage of hazardous materials, security cameras, demand of storage units, screening from highway 19, time frame for project, access roads gravel or asphalt. Kathy Brockway read a letter from the Ruhlands into the record opposing the request.

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 6-2**
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 5-3**
3. **Adequate utilities, access roads, drainage and other facilities are being provided. Agreed.**
4. **Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use. Agreed.**
5. **Adequate measures 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. 5-3**

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

- Construct 3 buildings per application submitted;
- Abide by Section 19, Subdivision 9, Nuisance Control of the Le Sueur County Zoning Ordinance;
- No outside storage;
- Excess topsoil to be removed from the site, therefore no stockpiling of material onsite;

Seconded by Betty Bruzek. Motion approved 6-2. Shirley Katzenmeyer does not feel we are adhering to the goals and policies allowing commercial uses within the agricultural zoning district, preserve prime farm land. Pam Tietz quoted page 1, Goal 1 of the County Land Use Goals and Policies to preserve prime agricultural land within Le Sueur County. Motion carried.

ITEM #3: KAMP DELS, WATERVILLE, MN, (APPLICANT); POPE PROPERTIES, WATERVILLE, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant an expansion to an of an existing campground to relocate 7 existing sites and create an additional 4 sites in an Agriculture "A" District. Property is located in the NW 1/4 SE 1/4, Section 23, Waterville Township.

Kathy Brockway informed the Commission that she had a conflict of interest with the application; and that she would present the application as submitted and answer questions pertaining to the Ordinance.

Kathy Brockway presented power point presentation. Tobin Pope, co-owner of Kamp Dels was present for application.

TOWNSHIP: Notification through the application process. DNR: N/A LETTERS: N/A

DISCUSSION: due to a pool expansion applicant is requesting to relocate 7 sites from Tier 1 to area around the pond in Tier 5 and adding an additional 4 sites, new sites will meet current site regulations, full hook up sites, demand for additional sites, family campground, security, discussed future expansion, under a state permit for sewage, in the process of municipal sewage with the City of Waterville due to their new sewage treatment facility, no complaints on file with the County, traffic, current State Permit has been approved to allow the additional seasonal sites.

PUBLIC COMMENT: Mike Clemons, adjoining property owner, losing the peace and quiet of his property, concerns with loud music, loud speaker not being used just for emergency situations, creating noise pollution, cleaning up his property to move there in the future, property in the family since 1955, spending more and more time there, trying to be good neighbors.

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 are being provided. Agreed.
4. Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use. Agreed.
5. Adequate measures have been 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 as submitted. Seconded by Don Reak. Motion approved. Motion carried.

Motion was made by Doug Krenik to approve the minutes from the December 10, 2015 meeting by Seconded by Pam Tietz. Motion approved. Motion carried.

Motion to adjourn meeting by Al Gehrke. Seconded by Betty Bruzek. Motion approved. Motion carried.

Meeting Adjourned.

Respectfully submitted,
Shirley Katzenmeyer
By Kathy Brockway

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

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
February 16, 2016

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: TRAXLER CONSTRUCTION, PAT TRAXLER, (APPLICANT) LE CENTER, MN; BETTY ANN MOLLENHAUER C/O RALPH & EVA FIX, (OWNER) EDINA, MN: Request that the County grant a Conditional Use Permit to allow mineral extraction of 50 acres of a 76.63 acre parcel in an Agriculture "A" District, in the Mineral Resources "MR" Overlay District and the Airport Zoning "AZ" Overlay District. Property is located in the S half of the SE1/4 and the E half of the SE1/4, Section 11, Ottawa Township. The application was tabled at the June 11, 2015 meeting for a Mandatory Environmental Review. The 30-day public comment period for the Mandatory Environmental Assessment Worksheet ended on January 6, 2016. A recommendation to approve the adequacy of this document and recommend a negative declaration on this project. Concluding that any potential environmental effects, which may result from this project, have been addressed.

After review of the findings of facts and conclusions the Planning Commission recommends that there are no potential significant environmental effects reasonably expected to occur from the Traxler Construction Inc. Gravel Mine Expansion and there is no need for an Environmental Impact Statement.

ITEM #2: DANIEL HANLON, ST PAUL, MN, (APPLICANT); JMH PARTNERSHIP LLC, ST PAUL, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to establish and operate a self-serve storage facility in an Agriculture "A" District. Property is located in the NE 1/4 NE 1/4, Section 6, Derrynane 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:

- Construct 3 buildings per application submitted;
- Abide by Section 19, Subdivision 9, Nuisance Control of the Le Sueur County Zoning Ordinance;
- No outside storage;
- Excess topsoil to be removed from the site, therefore no stockpiling of material onsite.

ITEM #3: KAMP DELS, WATERVILLE, MN, (APPLICANT); POPE PROPERTIES, WATERVILLE, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant an expansion to an of an existing campground to relocate 7 existing sites and create an additional 4 sites in an Agriculture "A" District. Property is located in the NW 1/4 SE 1/4, Section 23, Waterville 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.

ACTION: ITEM #1: _____

ITEM #2: _____

ITEM #3: _____

DATE: _____

COUNTY ADMINISTRATOR'S SIGNATURE: _____

FINDINGS OF FACT

WHEREAS, DANIEL HANLON, ST PAUL, MN, (APPLICANT); JMH PARTNERSHIP LLC, ST PAUL, MN, (OWNER): has applied for a Conditional Use Permit to allow the applicant to establish and operate a self-serve storage facility in an Agriculture "A" District. Property is located in the NE 1/4 NE 1/4, Section 6, Derrynane Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on **February 11, 2016**, 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 are being provided.**
4. **Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**
5. **Adequate measures 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 February 16, 2016, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **ACTION** the Conditional Use Permit application as requested by **DANIEL HANLON, ST PAUL, MN, (APPLICANT); JMH PARTNERSHIP LLC, ST PAUL, MN, (OWNER).**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the February 16, 2016, 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 are being provided.**
4. **With the imposition of appropriate conditions as stated, adequate measures 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 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 establish and operate a self-serve storage facility in an Agriculture "A" District. Property is located in the NE 1/4 NE 1/4, Section 6, Derrynane Township.

ATTEST:

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

Darrell Pettis, Le Sueur County Administrator

DATE: _____

FINDINGS OF FACT

WHEREAS, KAMP DELS, WATERVILLE, MN, (APPLICANT); POPE PROPERTIES, WATERVILLE, MN, (OWNER): has applied for a Conditional Use Permit to allow the applicant an expansion to an of an existing campground to relocate 7 existing sites and create an additional 4 sites in an Agriculture “A” District. Property is located in the NW 1/4 SE 1/4, Section 23, Waterville Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on **February 11, 2016**, 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 provided.**
4. **Adequate measures have been taken to provide sufficient off-street parking and loading space to serve the proposed use.**
5. **Adequate measures have been 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 February 16, 2016, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **ACTION** the Conditional Use Permit application as requested by

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the February 16, 2016, 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 are being provided.**
4. **Adequate measures have been taken to provide sufficient off-street parking and loading space to serve the proposed use.**
5. **Adequate measures have been 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 an expansion to an of an existing campground to relocate 7 existing sites and create an additional 4 sites in an Agriculture “A” District. Property is located in the NW 1/4 SE 1/4, Section 23, Waterville Township, is **APPROVED/DENIED**.

ATTEST:

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

Darrell Pettis, Le Sueur County Administrator

DATE: _____

LE SUEUR COUNTY

IN THE MATTER OF THE DECISION ON THE NEED FOR AN ENVIRONMENTAL IMPACT STATEMENT FOR THE PROPOSED TRAXLER CONSTRUCTION, INC. GRAVEL MINE EXPANSION LE SUEUR COUNTY, MINNESOTA

FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER

Traxler Construction, Inc., (Proposer) proposes to expand an existing aggregate mining and processing facility in Le Sueur County, Minnesota. Consistent with Minnesota Rules Chapter 4410, Le Sueur County, the responsible governmental unit (RGU), has prepared the Traxler Construction, Inc. Environmental Assessment Worksheet (EAW).

FINDINGS OF FACT

Project Description

1. The project is an expansion of an existing sand and gravel mine in Le Sueur County.
2. The expansion parcel is located across Minnesota Trunk Highway (MTH) 112 from the existing mine and processing plant. The total acreage of parcels with existing and proposed mining and processing activities is 152.92 acres. The expansion site will encompass 78 acres, of which no more than 49.3 acres will be mined.
3. Mining involves the removal of overburden to expose the sand and gravel, excavation, crushing, screening and conveying the material under the highway for additional processing, stockpiling and sales at the existing mine.
4. Reclamation will be concurrent with mining.

Project History

1. The proposed project (Project) is the expansion of existing sand and gravel mining and processing facility that has been operated by the Proposer since 1989 and others before that.
2. The existing mine is "grandfathered in" and does not operate under a Conditional Use Permit.
3. The Project involves expanding the existing sand and gravel mine located on the east side of Minnesota Trunk Highway (MTH) 112 to the west side of the highway.
4. The existing mining/processing property encompasses approximately 75 acres and mining operations are proposed to expand onto property encompassing 78 acres.

Procedural History

1. On November 24, 2015, Le Sueur County released the Draft EAW for the Traxler Construction Inc. Gravel Mine Expansion; and
2. On December 2, 2015, public notice on the availability of the Draft EAW appeared in the Le Center Leader newspaper.
3. On December 7, 2015, public notice on the availability of the Draft EAW appeared in the State of Minnesota Environmental Quality Board's publication: the EQB Monitor.
4. The Draft EAW was sent to the following agencies for review and comment:
 - a. U.S. Army Corps of Engineers
 - b. U.S. Fish & Wildlife Services
 - c. Board of Water and Soil Resources
 - d. Minnesota Department of Agriculture
 - e. Minnesota Department of Health
 - f. Minnesota Department of Natural Resources
 - g. Minnesota Department of Transportation
 - h. Minnesota Environmental Quality Board
 - i. Minnesota Historical Society
 - j. Minnesota Pollution Control Agency
 - k. Minnesota Department of Commerce
 - l. Minnesota State Archaeologist
 - m. Region Nine Development Commission
 - n. Indian Affairs Council
 - o. Le Sueur County Planning and Zoning
 - p. Le Sueur County Soil and Water Conservation District
 - q. Le Sueur County Transportation Department and,
5. Copies of the document were placed in the Le Sueur County Environmental Services office, Technology and Science Library, the Region Nine Development Library (Blue Earth County Library), Le Sueur Public Library, and Le Center Library, and,
6. The deadline for comment on the EAW was January 6, 2016.
7. The County received comments from two governmental agencies: Minnesota Pollution Control Agency and Minnesota State Historic Preservation Office.
8. The County received no comments from the public.

Comments and Response to Comments

Copies of the comment letters are included as Attachment A. Individual comments and responses are provided:

Commenter: Karen Kromar, Planner Principal, Environmental Review Unit,
Resource Management and Assistance Division, MPCA

Comment Date: January 5, 2016

Thank you for your response regarding the Traxler Construction, Inc. Gravel Mine Expansion Environmental Assessment Worksheet.

1. Question/Comment: Permits and Approvals (Item 8). This facility is currently regulated under general industrial stormwater No Exposure permit coverage. This is typically unachievable for the type of activities conducted at a sand and gravel mining operation. Please clarify if all of the proper permits have been obtained, or applied for, for the existing and future industrial activities at this location. For questions regarding industrial stormwater, please contact Melissa Wenzel at 651-757-2816.

Response: The project proposer has a General Permit for Nonmetallic Mineral Mining and Associated Activities MNG490268 as well a General Permit for Industrial Stormwater Multi-Sector Permit MNRNE38BJ from the MPCA. The Industrial Stormwater Multi-Sector Permit has a no Exposure Exclusion. The proposer will terminate the Industrial Stormwater Multi-Sector permit (and no exposure exclusion) and operate exclusively under the Nonmetallic Mineral Mining Permit. As required under the Nonmetallic Mineral Mining and Associated Activities permit, a site-specific stormwater pollution prevention plan will be developed and implemented for the existing mining operation as well as the expansion area.. The General Permit for Nonmetallic Mineral Mining and Associated Activities includes stormwater discharges associated with construction activity and small construction activity and will therefore be the only NPDES permit required for site operation,

2. Question/Comment: Water Resources (Item 11). As noted in the EAW, the Minnesota River is within one mile and is impaired. Please note that the impairment will dictate additional increased stormwater treatment during construction and require additional increased treatment post construction. These requirements will be included in the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Construction Stormwater Permit. The Project proposer should determine that compliance with these increased stormwater water quality treatments can be achieved on the Project site or elsewhere. Information regarding the MPCA's Construction Stormwater Program can be found on the MPCA's website at <http://www.pca.state.mn.us/water/stormwater/stormwater-c.html>. Questions regarding Construction Stormwater Permit requirements should be directed to Roberta Getman at 507-206-2629.

Response: The General Permit for Nonmetallic Mineral Mining and Associated Activities includes stormwater discharges associated with construction activity and small construction activity. The additional best management practices that are required for construction activities located within 1 mile of impaired waters will be incorporated into the stormwater pollution prevention plan prepared for the project. Applicable additional stormwater quality treatments include stabilizing exposed soils area no later than 7 days after activity has ceased in that area, and providing temporary sedimentation basins for common drainage locations that serve an area with 5 or more acres disturbed at one time.

3. Question/Comment: Noise (Item 17) As noted in the EAW, the facility will have to comply with NAC-I on the residential property in the area of normal residential use. The EAW does not specify the hours of operation. Please note that the Minnesota noise standards are more stringent during nighttime hours of 10:00 pm – 7:00 am and any operations during those hours will need to comply with the more stringent standard. For questions regarding the noise standard, please contact Amanda Smith at 651-757-2486.

Response: Le Sueur County ordinance states that general mining and processing activities may take place from 6:00 am to 7:00 pm, Monday through Saturday, unless otherwise specified in the Conditional Use Permit. Therefore the project may be subject to both the daytime noise standardss and the more restrictive nighttime standards. The project proposer will comply with all applicablestate noise standards. The the Conditional Use Permit will address hours of operation as well as noise mitigation measures.

Commenter: Sarah J. Beimers, Manager, Government Programs, and Compliance
State Historic Preservation Office

Comment Date: December 23, 2015

Thank you for your response regarding the Traxler Construction, Inc. Gravel Mine Expansion Environmental Assessment Worksheet.

4. Question/Comment: Due to the nature and location of the proposed project, we recommend that a Phase I archaeological survey be completed. The survey must meet the requirements of the Secretary of the Interior’s Standards for Identification and Evaluation, and should include an evaluation of National Register eligibility for any properties that are identified.

Response: A Phase I Archaeological Survey will take place this spring, once the snow has melted. The Phase I Archaeological Survey will meet the requirements of the Secretary of the Interior’s Standards for Identification and Evaluation including a walkover of the agricultural land at regular

intervals and digging several holes (usually spaced every 50 feet) anywhere that the ground surface visibility is less than 25%. Since corn stubble is left from last year's crop, the survey will take place after the field has been tilled. A report will be prepared which will include additional documents and research if any sites are identified. Upon completion, the Phase I report will be sent to SHPO for review and comment. If any site is identified that is possibly significant, then a Phase II could be needed

If any significant site is identified, the limits of mining may need to be amended, based on the results of the archaeological survey. This will be addressed by the Conditional Use Permit.

Criteria for Determining the Potential for Significant Environmental Effects

The purpose of the EAW is to identify potential environmental effects and determine whether or not an Environmental Impact Statement (EIS) is required. An EIS is undertaken when the project has the potential for significant environmental effects. The RGU determines if a project has the potential for significant environmental effects based on four criteria as outlined in Minnesota Rule 4410.1700:

1. The type, extent, and reversibility of environmental effects;
2. Cumulative potential effects;
3. Extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority; and
4. Extent to which environmental effects can be anticipated and controlled as a result of other available environmental studies undertaken by public agencies or the project proposer.

Determining whether a project needs or does not need an EIS is an evaluation of the potential for significant environmental effects based on the above criteria. An analysis of the four criteria is provided in this Record of Decision.

1. Type, extent, and reversibility of environmental effects:

Historic Resources

- 1.1 The State Historic Preservation Office (SHPO) has no record of any historical properties on the site, but recommends that a Phase I Archaeological Survey be conducted to determine if there are any sites of cultural resources significance.
- 1.2 The Phase 1 Archaeological Survey will be completed prior to grading or striping activities stripping operations and mining limits may be adjusted based on the findings of the survey to minimize or eliminate the potential for significant irreversible impacts.

Erosion and Sedimentation

2.1 The mine operates under a Minnesota Pollution Control Agency (MPCA) General Permit for non-metallic mineral mining, which will be amended to include the expansion area.

2.2 Erosion and sedimentation will be controlled using MPCA Best Management Practices (BMP) and treating and stormwater that contacts disturbed soil or other significant material prior to discharge off-site in accordance with a site specific stormwater pollution prevention plan to be prepared for the existing mine and the expansion property. BMPs to be implemented may include silt fences, berms, rock construction entrances, and seeding disturbed areas.

2. Cumulative potential effects of related or anticipated future projects:

The EAW addressed potential cumulative effects of this mine operating alongside several other mines operating in the area. Specifically cumulative impacts to wildlife habitat and natural plant communities, ground water quantity and quality, stormwater and wastewater. Because mining is conducted in phases and reclamation is conducted as phases of mining are completed, cumulative effects are minimized. In addition, this is the continuation of an on-going mining operation and increases in production which may be associated with an increase in the potential for cumulative environmental effects are not anticipated.

3. The extent to which environmental effects are subject to mitigation by ongoing public regulatory authority:

3.1 All appropriate permits are in place (as a result of the existing operation) and will be modified or obtained before work starts in the expansion area.

3.2 The following environmental effects are subject to MPCA regulatory authority:
Stormwater; Water Quality; Noise; Fuel Storage and Air Emissions.

3.3 The following environmental effects are subject to DNR regulatory authority:
Water Quantity; Surface Waters; Wetlands/public waters; and Wildlife and Habitat.

3.4 A Phase I Archaeological Survey will be conducted this spring to determine if there are any sites of cultural resource significance involved with the project before work starts on the project. If any significant sites are found, mitigation will be addressed in the Conditional Use Permit.

4. The extent to which environmental effects can be anticipated and controlled as a result of other available environmental studies undertaken by public agencies or the project proposer:

4.1 No other EISs or studies undertaken by public agencies or the proposer were reviewed.

CONCLUSIONS

- A. The EAW, comments received on the EAW, and the responses prepared, have generated sufficient information to determine whether the Proposed Project has the potential for significant environmental effects.
- B. Areas where the potential for significant environmental effects from the Project may have existed have either been identified and incorporated into the EAW or will be mitigated through State and local mandatory permitting and regulatory procedures.
- C. The Project will be required to meet all regulatory standards through permitting, monitoring, and mitigative measures.
- D. Based upon the criteria established in Minnesota Rule 4410.1700, subpart 7, the Project does not have the potential for significant environmental effects. An Environmental Impact Statement is not required.
- E. Any findings that might properly be termed conclusions and any conclusions that might properly be termed findings are hereby adopted as such.

ORDER

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF LE SEUER COUNTY, STATE OF MINNESOTA, as follows:

That the Le Sueur County Board, after review of the findings of facts and conclusions determines that there are no potential significant environmental effects reasonably expected to occur from the Traxler Construction Inc. Gravel Mine Expansion and there is no need for an Environmental Impact Statement,

The motion for the adoption of the foregoing resolution was duly seconded by Board member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Le Sueur County Board this the 16th day of February 2016.

Chairperson, Board of County Commissioners

ATTEST:

County Administrator



Le Sueur County, MN

Tuesday, February 16, 2016

Board Meeting

Item 6

10:15 a.m. Le Sueur County Historical Society (5 min)

RE: Ottawa Church Restoration Project Update

Staff Contact:



Restoration Project Update
Ottawa Stone Church
A National Register Property of
Le Sueur County Historical Society
Ottawa Area Historical Project Fund
Le Sueur County Commissioners Meeting
February 16, 2016



Per the agreement between Unimin Minnesota Corporation and Le Sueur County Historical Society, the Society provides a project update and advises Le Sueur County Board of Commissioners of the next approved phase of a restoration project funded through the Ottawa Area Historical Project Fund.

Project Update

Planning Phase Completed

At the County Board meeting held October 27, 2015, dispersal of \$11,800 in funds was approved in support of the planning phase for an Ottawa Stone Church restoration project. Direct payments to approved vendors, LS Engineers (\$10,000) and Goodrich Construction (\$1,800), were issued from the Ottawa Area Historical Project Fund in December 2015 and January 2016. As a result of the planning phase, structural analysis, architectural drawings, construction description, and budget assessment have been completed.

Next phase – Building Stabilization

During January, Le Sueur County Historical Society Board of Directors reviewed several scenarios for addressing the steeple and roof needs and grant opportunities for the National Registered building. To protect the building and acquire information necessary for grant applications, the Board decided upon a stabilization approach involving the following steps: removal of the entire 3-piece steeple structure, storing it on the church grounds for the bell tower to be rebuilt in the original open style, creating roof openings to allow the architect, engineer and construction manager to get inside and further examine structural needs, acquire dimensions, and create design drawings. These steps will result in a detailed plan and complete project estimate for submission with 2016 grant applications.

Approval and Support

On January 21, 2016, the LCHS Board accepted a stabilization phase proposal and estimate of \$34,900 from Goodrich Construction.

On January 26, 2016, Unimin Corporation confirmed support of the stabilization phase and use of funds in the Ottawa Area Historical Project Fund.

Timeline

Construction work on the site will begin in February.

Funds Disbursement

Per terms of the Ottawa Area Historical Project Fund Agreement, Le Sueur County Historical Society Board of Directors approves disbursement of the following funds directly to Goodrich Construction:

Upon acceptance of contract:	February 19, 2016	\$ 3,500.00
Upon commencement of work:	February 26, 2016	\$ 15,000.00
Upon submission of final invoice	April 2016	\$ 16,400.00

Status of Ottawa Area Historical Project Fund

Current balance is \$50,239,00.



Your Full Service Design/Build Contractor
 1700 Third Avenue
 Mankato, MN 56001
 (507) 388-1004
 Fax: (507) 388-0739
 Contractor License: #2156

Proposal:	100416	Date:	1/21/16
Submitted To:		Work Site:	
Name:	LSCHS	Job Name:	Ottawa church stabilization
Address:	39024 Wittier Street	Address:	39024 Wittier Street
City/State:	Ottawa, MN	City/State:	Ottawa, MN
Zip:	56058	Zip:	56058
Telephone:		Date Of Plans:	
Contact(s):			

Proposal

We propose to furnish all materials and perform all the labor necessary for the completion of work based on the following specifications:

- Erect and remove scaffolding as required to perform work.
- Remove the existing 3 section steeple to the ground, set the sections on support cribbing and brace.
- Remove the bell and hardware and store inside the church building.
- Open sections of roof at the eaves as required to confirm conditions and dimensions for reconstruction.
- Install temporary covers on the opened roof areas designed to last up to one year.

Note: The goal of this work is to remove the threat to the building posed by the failing structure supporting the steeple. Every effort will be made to preserve the elements that are removed, but no provision is made to restore or re-install any of those elements. The steeple sections will be left on site and braced to each other.

Base Bid: \$34,900.00

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Respectfully Submitted,

Randy Dinsmore
 Project Coordinator
 Goodrich Construction, Inc.

ACCEPTANCE OF PROPOSAL-FORMATION OF CONTRACT

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specification submitted and to be completed for the sum of:

Thirty Four Thousand Nine Hundred Dollars (\$34,900.00)

Payments to be made as follows: \$3,500.00 due upon acceptance of this proposal, \$15,000.00 due upon commencement of work, balance due upon the substantial completion of work.

Any alteration, change or deviation from the above specifications involving extra costs, will be done only upon written orders, and will be an extra charge over and above the contract price. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workers Compensation and Public Liability Insurance on above work to be taken out by Goodrich Construction, Inc. Contractor may cease work if payments are not made or funds do not clear the bank. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Acceptance Date:

Authorized Signature:

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Le Sueur County, MN

Tuesday, February 16, 2016

Board Meeting

Item 7

10:20 a.m. Scott Gerr, MIS (5 min)

RE: AirWatch Support Renewal Quote

Staff Contact:



Pricing Proposal
Quotation #: 11010797
Created On: Feb-05-2016
Valid Until: Mar-01-2016

County of Le Sueur MN

Inside Account Executive

Scott Gerr

Phone: (507) 357-8286
Fax:
Email: sgerr@co.le-sueur.mn.us

Bill Scioscia

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

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 1 year Restricted to Partners with Airwatch Cloud and On Prem Training. Technical Support, 12 Hours/Day, per published Business Hours, Mon. thru Fri. AirWatch - Part#: V-GMS-SSS-D-G-C	75	\$10.50	\$787.50
		Subtotal	\$787.50
		Total	\$787.50

Additional Comments

If you are using SHI's contract# #48196 release C1046(5), please include this contract number on your PO

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



Le Sueur County, MN

Tuesday, February 16, 2016

Board Meeting

Item 8

10:25 a.m. Mike Schultz, Soil & Water (10 min)

RE: Charles Puffer Stabilization Project

Staff Contact:



Le Sueur County Soil & Water Conservation District

Le Sueur County SWCD
 181 W Minnesota St
 Le Center, MN 56057

Tel. (507) 357-4879 Ext. 3
 Website: www.lesueurswcd.org

February 8, 2016

Chuck Puffer Streambank Protection Lanesburgh Township, Section 1

Le Sueur County SWCD, Environmental Services and Scott Water Management Organization (WMO) have been working with Mr. Puffer since 2009. The Scott WMO hired Barr Engineering to develop concept designs for 4 high priority sediment areas in Le Sueur County. The Puffer streambank was ranked the highest.

The streambank sits adjacent to the Puffer homestead and Le Sueur County Highway 3. The bluff has been eroding on an average of 1' per year and has yield 161 tons per year of sediment into Sand Creek. The bluff has eroded with 15' of the Puffer homestead and closer to the highway and has created a priority project.

Recently Mr. Puffer was notified by the Scott WMO the agency that manages the Sand Creek Targeted Watershed that his project was pre-approved for funding at roughly 65% cost share rate. Due to the fact the project is almost \$100,000 the landowner has stated he only wanted to be responsible for about \$20,000 of that cost and currently we are short on funds to complete this high priority project that the SWCD has been working on for the past 7 years. The SWCD had been waiting on securing substantial cost share funding through grants or other sources for the past several years and the current proposal is the best option we been able to receive so far.

Budget Items:

Cost Estimate:	\$95,510.00
Sand Creek Funds:	\$61,132.50
Puffer Contribution:	\$20,000.00
Balance:	\$14,377.50

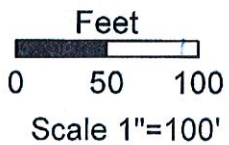
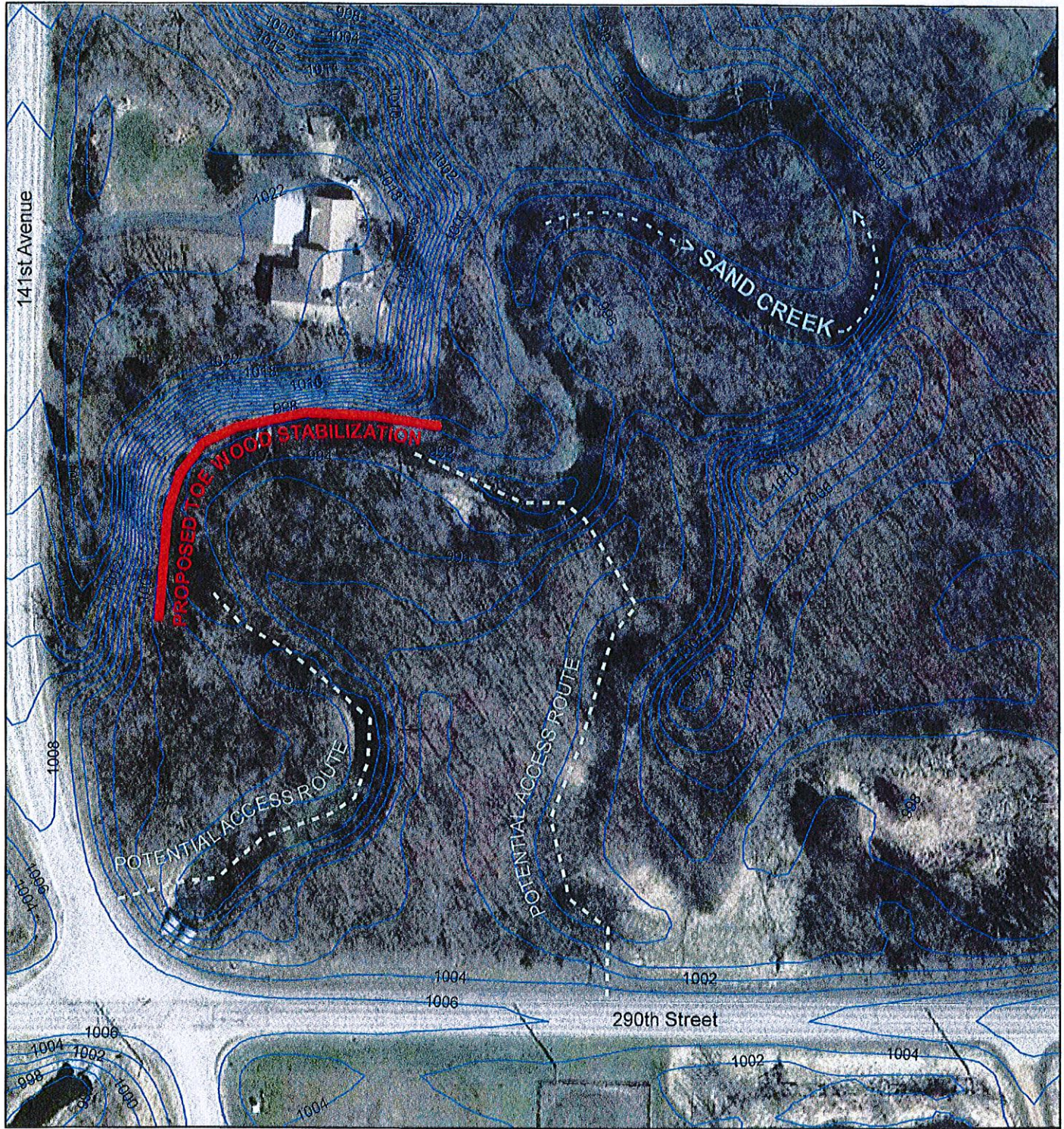
I am requesting \$15,000.00 of gravel tax funds for this project. The project will be bid and the lowest competent bidder will receive the project award. The SWCD will have the South Central Technical Service Area Engineer oversee this project (SWCD Engineer out of Mankato). Construction will take place during low flow periods such as late summer, fall or winter of 2016-17.

Sincerely,

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

Michael Schultz
Senior District Technician
Le Sueur SWCD

STREAMBANK STABILIZATION Charles Puffer Property on Sand Creek



Legend

- LiDAR Elevations Contours



Projection: UTM NAD83 Zone 15
2010 AERIAL IMAGERY

PRELIMINARY COST ESTIMATE

Rev. 11/2015

Charles Puffer - Streambank Stabilization
(Riprap at Toe of Slope)

Le Sueur County - Lanesburgh Township - SW 1/4 of Section 1

Item No.	Item Description	Pay Unit	Estimated Quantity	Unit Price	Bid Amount
1	MOBILIZATION - 7%	LUMP SUM	1	\$ 4,850.00	\$ 4,850.00
2	ACCESS/CLEARING	LUMP SUM	1	\$ 2,000.00	\$ 2,000.00
3	RIPRAP - MATERIAL, DELIVERY & INSTALLATION	TONS	700	\$ 75.00	\$ 52,500.00
4	GEOTEXTILE FABRIC	S.Y.	900	\$ 2.50	\$ 2,250.00
5	J-HOOK	EACH	3	\$ 2,000.00	\$ 6,000.00
6	COMMON EXCAVATION (channel work, slope prep)	LUMP SUM	1	\$ 3,000.00	\$ 3,000.00
7	EROSION CONTROL	LUMP SUM	1	\$ 1,500.00	\$ 1,500.00
8	RESTORATION	LUMP SUM	1	\$ 2,000.00	\$ 2,000.00

SUBTOTAL: \$ 74,100.00

10% CONTINGENCY: \$ 7,410.00

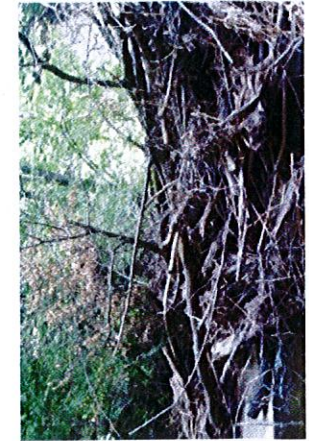
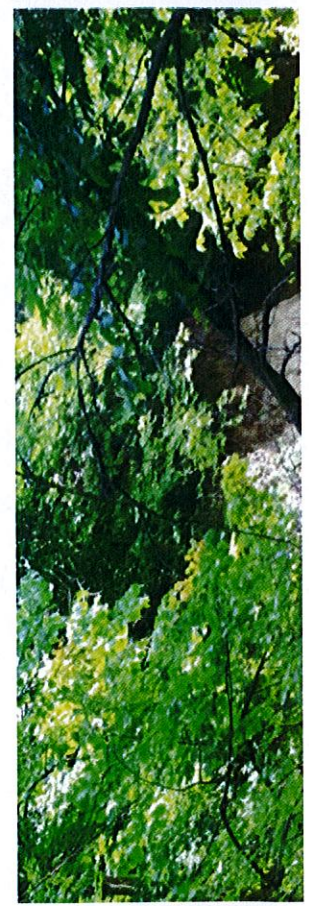
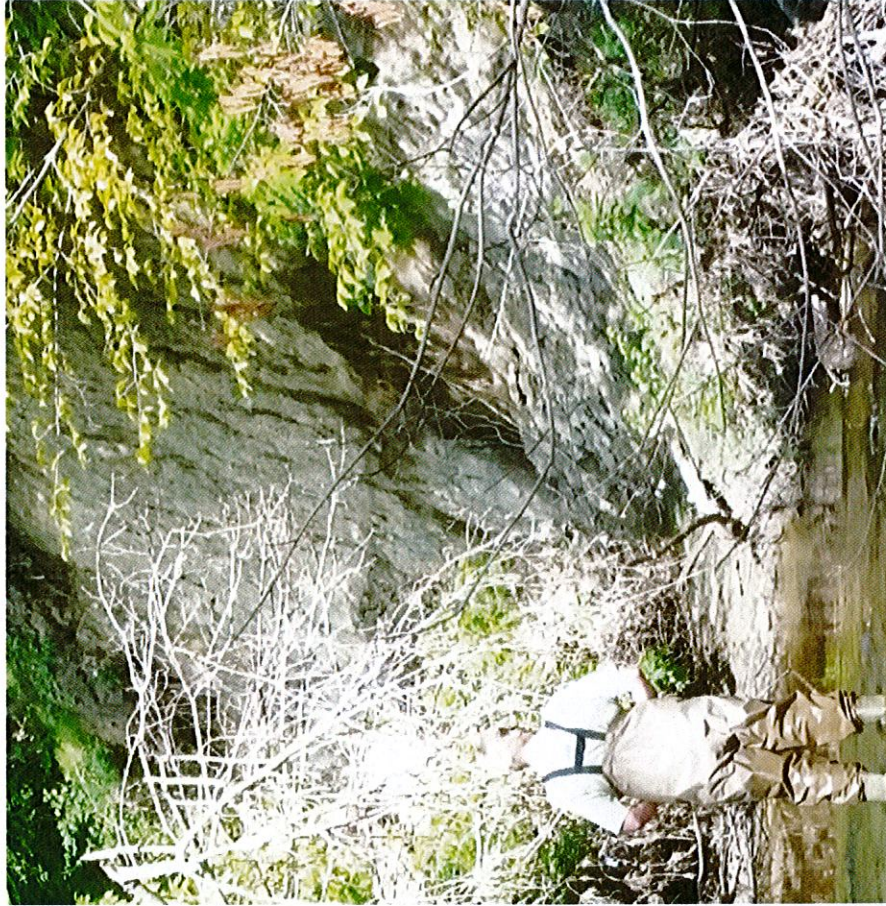
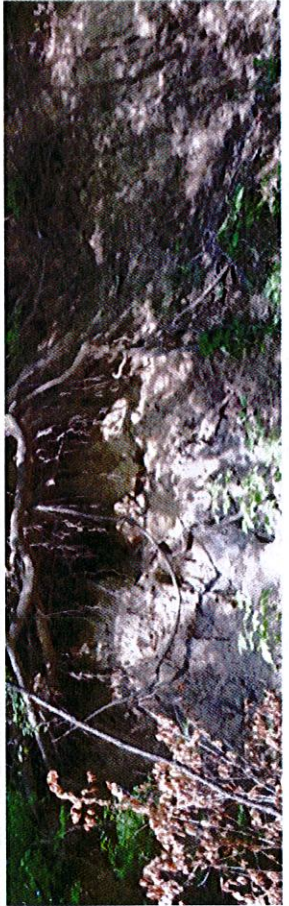
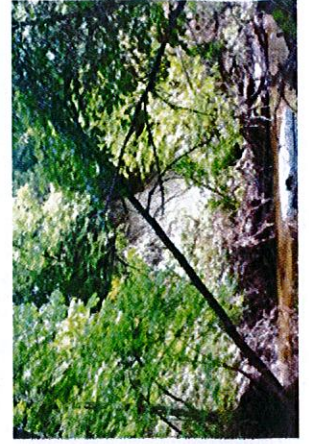
TOTAL WITH CONTINGENCY: \$ 81,510.00

DESIGN/PLANS/PERMITTING/CONSTRUCTION INSPECTION: \$ 14,000.00

\$ 95,510.00

NOTES:

1. RIPRAP QUANTITY BASED ON A 300-FT LONG SECTION, EXTENDING 10 FT VERTICALLY AT 2:1 SIDESLOPES
2. RIPRAP TOE STABILIZATION ONLY. DOES NOT INCLUDE GRADING OR STABILIZATION TO THE UPPER SLOPE.



Le Sueur County, MN

Tuesday, February 16, 2016

Board Meeting

Item 9

10:35 a.m. Human Resources (5 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 February 16, 2016

Recommendation to advertise for a part time Drug Court Compliance Specialist, in Drug Court, as a Grade 4, Step 1 at \$15.58 per hour.

Recommendation to post and advertise for a full time Investigative Sergeant, in the Sheriff's Office, as a Grade 12, Step 1 at \$24.82 per hour.

Equal Opportunity Employer

Le Sueur County, MN

Tuesday, February 16, 2016

Board Meeting

Item 10

10:40 a.m. Dave Tietz, Sheriff (5 min)

RE: Patrol Vehicle Quotes

RE: AIS Trailer Purchase

Staff Contact:



Office of
David D Tietz

Sheriff of Le Sueur County
Le Center, Minnesota 56057

CHIEF DEPUTY SHERIFF
Brett V.P. Mason

INVESTIGATOR
Bruce Collins
Bob Vollmer
Todd Waldron

PHONE 507 357-4440
Fax 507 357-4627

LeSueur County Commissioners Meeting
February 16, 2016

RE: Squad Quotes / Aquatic Invasive Species (AIS) Grant

Dear Commissioners:

Please find attached quotes and specifications for the 2016 budgeted marked patrol vehicles. I received quotes from New Prague Auto, Wolf Motors (LeSueur) and Nelson Auto (Sate Bid -Fergus Falls)

Vehicles replaced - 2010 Ford Crown Victoria / 2010 Ford F-150 / 2011 Ford Expedition.

(1) 2016 - Ford F-150 Super Cab 4x4
New Prague Auto - **\$29,903**
Wolf Motors - \$30,402.36
Nelson Auto - \$30,647.19

(2) 2016 - Ford Interceptors (Explorer) 4x4
New Prague Auto - **\$52,546**
Wolf Motors - \$53,084.36
Nelson Auto - \$53,127.90

AIS Grant - Seeking approval to purchase Prodigy 23 Message/Radar Trailer.
Promote AIS awareness and safety in LeSueur County.

Tactical Solutions - \$9,795
Monitor Systems - \$10,250

Respectively submitted,

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

LeSueur County Sheriff
David Tietz



Le Sueur County, MN

Tuesday, February 16, 2016

Board Meeting

Item 11

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

RE: Drug Court Contract

RE: Ney Nature Center Sign

RE: Western County Boundary/Meandering River

RE: County Ditch Fund Balances

RE: March Ditch Workshop

RE: February 23 Space Study and CIP Workshop Reminder

RE: February 29 Transit Meeting Reminder

RE: Misc.

Staff Contact:

CONTRACT FOR SERVICES (non technology related)

THIS CONTRACT, and amendments and supplements thereto, is between County of Le Sueur, acting through the Le Sueur County Drug Court, address 88 South Park Avenue, Le Center, MN 56057 (hereinafter "COUNTY") and Wornson, Goggins, Neisen, Morris & Brevet, PC, an independent contractor, not an employee of the County of Le Sueur, address 119 East Main Street, New Prague, MN 56071 (hereinafter "CONTRACTOR"),

WHEREAS, the COUNTY has received a grant for the purpose of maintaining an Adult Drug Court; and

WHEREAS, the COUNTY desires to provide a defense perspective in Adult Drug Court reviews and consultations but lacks appropriate staff; and

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

- I. **DUTIES.** CONTRACTOR, who is not a COUNTY employee, will provide the services of an attorney who shall participate in the Adult Drug Court process as established by the local court, advocate for participant's access to and continued participation in that Court, assist in screening applicants for participation. The CONTRACTOR shall exercise independent legal judgment within the parameters of the assignment as established by the court. The CONTRACTOR shall meet with the Adult Drug Court team periodically on a schedule established by the court to advocate on behalf of the participant. Representation shall be limited to the issues which arise in the court of Adult Drug Court consultations and shall not include representation on issues related to a specific charge of violation of law. The parties contemplate that Patrick Goggins will be the attorney primarily assigned to participate in the Adult Drug Court, although other firm attorneys may be substituted to accommodate scheduling or other conflicts.

The COUNTY shall provide training on the protocols and procedures of the Adult Drug Court to facilitate the full and effective participation of the CONTRACTOR in the Court process.

II. CONSIDERATION AND TERMS OF PAYMENT.

A. **Consideration** for all services performed and goods or materials supplied by CONTRACTOR pursuant to this contract shall be paid by the COUNTY as follows:

1. Compensation: at a rate of \$78.00 per hour up to a maximum of 260 hours for the contract period.
2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR performance on this contract is including in the hourly rate.
3. The total obligation of the COUNTY for all compensation and reimbursements to CONTRACTOR shall not exceed Twenty Thousand Two Hundred Eighty Dollars (\$20,280.00).

B. **Terms of Payment.** Payments shall be made by the COUNTY promptly after CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the COUNTY's authorized agent. An invoice shall be submitted on for billable costs incurred by the CONTRACTOR during the immediately preceding month.

III. TIME REQUIREMENTS. CONTRACTOR shall comply with all of the time requirements described in this contract.

IV. CONDITIONS OF PAYMENT. All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the COUNTY, as determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR'S duties set forth in section 1 of this contract and all applicable federal, COUNTY, and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the COUNTY to be unsatisfactory, or performed in violation of federal, COUNTY or local law, ordinance, rule or regulation.

V. TERMS OF CONTRACT. This Contract shall be effective on January 1, 2016 and shall remain in effect until December 31, 2016 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VI. ASSIGNMENT. CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the COUNTY.

VII. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

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

1. CONTRACTOR

2. COUNTY

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute.)	Person signing certifies that the applicable procurement policies have been followed.
--	---

By	By
Title	Title
Date	Date

By	By
Title	Title
Date	Date

3. Funds have been encumbered as required by COUNTY Court Finance Policy by:

(reserved)	By
	Title
	Date
	Contract No.

4. Approved as to form and execution for COUNTY by:

(reserved)	By
	Title
	Date

Resolution by the Le Sueur County Board of Commissioners

Resolution to Approve the Designation of Ney Nature Center Sign

Whereas, the Le Sueur County Board of Commissioners requests MnDOT to place a sign on TH169 to direct the general public to the Le Sueur County Ney Nature Center Park located on State Highway 19.

I certify that the above resolution was adopted by the County Board of Le Sueur County on Tuesday, February 16, 2016.

Signed:

Witnessed:

Board Chair, John King

County Administrator, Darrell Pettis

Date

Date

Ditch No.	Balance 2-3-2016	2016 taxes	Balance of Lien(s)	Balance(for 2016 Lien Purposes)	Possible 2016 Lien
2	2,097.88			2,097.88	Suggested Liens
4	636.41	840.66	0.00	1,477.07	
6	-6,797.59	2,277.66	0.00	-4,519.93	
9	9,186.09			9,186.09	
15	4,098.95	910.27	0.00	5,009.22	
CD#16 Reterminatio	-7,270.43			-7,270.43	
16	-1,224.82			-1,224.82	
17	-643.36			-643.36	
18	-2,647.13			-2,647.13	
CD #18 Impoundment				0.00	
19	-31,697.54			-31,697.54	
21	4,172.64			4,172.64	
22	-8,487.53			-8,487.53	
23	-55,326.88	4,054.57	7,239.64	-44,032.67	2018 last year of lien
26	-180.31	25.83	23.94	-130.54	2017 last year of lien
28	637.62			637.62	
29	-43,891.96			-43,891.96	
31	-5,394.17			-5,394.17	
32	1,295.59	851.70	0.00	2,147.29	
34	-6,904.10			-6,904.10	
35	3,740.95			3,740.95	
36	1,904.85	1,006.92	932.32	3,844.09	2017 last year of lien
37	3,864.11			3,864.11	
38	12,823.52	3,981.21	7,056.61	23,861.34	2018 last year of lien
40	-9,435.24	3,145.43	2,912.48	-3,377.33	2017 last year of lien
41	-11,914.71	2,030.51	3,625.99	-6,258.21	2018 last year of lien
42	-4,722.35			-4,722.35	
43	-1,109.86	3,611.11	6,448.37	8,949.62	2018 last year of lien
44	13,663.99	1,848.85	1,711.67	17,224.51	2017 last year of lien
45	-37,923.25			-37,923.25	
45, Sp 7	8,988.42			8,988.42	
45, Lat 1, Sp 7	1,987.77			1,987.77	
46	-15,548.10			-15,548.10	
47	317.56	1,224.83	4,938.74	6,481.13	2021 last year of lien
48	1,577.80	1,081.41	1,931.05	4,590.26	2018 last year of lien
49	11,381.80			11,381.80	
50	2,265.21			2,265.21	

51	-19,563.93			-19,563.93	
51, Lat 1, Sp 1	-378.59			-378.59	
51, Lat 1, Sp 2	97.66			97.66	
52	-13,661.31			-13,661.31	
53	-22,826.55			-22,826.55	
54	48,483.57	5,049.34	23,306.69	76,839.60	2022 last year of lien
56	3,486.88			3,486.88	
57	-474.04			-474.04	
58	-144,841.14			-144,841.14	
59	-3,574.71			-3,574.71	
60	6,461.03			6,461.03	
61	5,124.28	1,059.22	0.00	6,183.50	
62	16,534.47	6,530.78	30,612.89	53,678.14	2022 last year of lien
63	19,386.06	1,245.07	5,836.14	26,467.27	2022 last year of lien
64	-47,111.73			-47,111.73	
65	796.25	72.96	130.30	999.51	2018 last year of lien
67	-222.03			-222.03	
68	-24,907.84	1,130.31	3,767.62	-20,009.91	2020 last year of lien
69	6,906.34			6,906.34	
70	1,494.26			1,494.26	
72				0.00	
TOTAL	-335,269.24	41,978.64	100,474.45	-192,816.15	
LS-BE Jt 1	-29,455.51			-29,455.51	
LS-BE Jt 2	-10,641.96			-10,641.96	
LS-BE Jt 15	-20,609.76			-20,609.76	
LS-Rice Jt 5	-49,855.64			-49,855.64	
LS-Scott Jt 1	-50,375.28			-50,375.28	
LS-Scott Jt 1, Lat 2	18,443.67			18,443.67	
LS-Scott Jt 4	-69,376.70			-69,376.70	
TOTAL	-211,871.18			-211,871.18	
GRAND TOTAL	-547,140.42	41,978.64	100,474.45	-404,687.33	



Le Sueur County, MN

Tuesday, February 16, 2016

Board Meeting

Item 12

Future Meetings

Staff Contact:

February 15, 2016	Offices Closed – President’s Day
February 16, 2016	Board Meeting, 9:00 a.m. *CHB Meeting, 1:00 p.m. Waterville Senior Center
February 18, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
February 23, 2016	Board Meeting, 9:00 a.m. *Workshop: Space Needs and CIP
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.
March 29, 2016	No Board Meeting