



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
May 3, 2016**

1.     **9:00 a.m. Agenda and Consent Agenda**  
RE: April 19, 2016 Minutes and Summary Minutes  
RE: CD #23 and #43 Repair Requests  
RE: MN Sporting Clays Association Gambling Application
  
2.     **9:05 a.m. Claims (5 min)**
  
3.     **9:10 a.m. Kathy Brockway, Zoning Administrator (5 minutes)**  
RFA - 2 Conditional Use Permits, Le Sun LLC, Fox
  
4.     **9:15 a.m. Amy Beatty, Environmental Programs Specialist (30 min)**  
RE: Solid Waste License Applications, Scott County Household Hazardous Waste Agreement, and Resolution for Disposal Cost from the Townships
  
5.     **9:45 a.m. Mike Schultz, SWDC (10 min)**  
RE: Ditch Inspection Update
  
6.     **9:55 a.m. Dave Tietz, Sheriff (5 min)**  
RE: Squad Equipment  
RE: Mutual Aid Agreement  
RE: National Police Week
  
7.     **10:00 a.m. Jim McMillen, Maintenance (10 min)**  
RE: Fire alarm panel
  
8.     **10:10 a.m. Human Resources (10 min)**

9. **10:20 a.m. Darrell Pettis, County Administrator/Engineer**

RE: Le Sueur County HRA Board Appointment

RE: Transit

RE: TH 13 Agreement

RE: Lake Washington Outlet Structure

RE: JD #1 Repair Request

RE: MAXIMUS Contract

10. **Future Meetings**



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# **Le Sueur County, MN**

**Tuesday, May 3, 2016**

**Board Meeting**

## **Item 1**

### **9:00 a.m. Agenda and Consent Agenda**

*RE: April 19, 2016 Minutes and Summary Minutes*

*RE: CD #23 and #43 Repair Requests*

*RE: MN Sporting Clays Association Gambling Application*

Staff Contact:

## **Minutes of Le Sueur County Board of Commissioners Meeting April 19, 2016**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, April 19, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlffing and Joe Connolly. Lance Wetzel was excused. Darrell Pettis and Brent Christian were also present.

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

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

- Approved the April 5, 2016 County Board Minutes and Summary Minutes
- Approved the Best Point Resort 3.2 Beer License

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

Soc Serv:	\$170,499.69
Financial:	\$ 45,539.58

Sue Rynda, Human Services Director, appeared before the Board to give the monthly Human Services Report. This presentation covered Finance, Income Maintenance, Child Support, Family Services, and Mental Health.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved and authorized the Board Chair to sign the updated Estate Recovery and Funeral Policy.

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

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

Jeff Thelemann	25 Years	Sheriff's Office
Galen Holicky	15 Years	Highway
Pam Dunkelbeck	15 Years	Attorney's Office
Scott Blaschko	5 Years	Building Maintenance
Shari Solheim	5 Years	Human Services
Megan Wiyninger	5 Years	Public Health

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to reappoint Darrell Pettis as the County Highway Engineer. This appointment is a four-year term beginning May 1, 2016 through May 1, 2020.



On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to hire Austin Buss as a part time Jailer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.50 per hour, effective May 5, 2016.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to hire Nicole Wegner as a part time Jailer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.50 per hour, effective April 26, 2016.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the recommendation to hire Shawn Boyle as a part time Jailer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.50 per hour, effective April 20, 2016.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to hire Zachary Johnson as a part time Compliance Specialist in Drug Court, as a Grade 4, Step 1 at \$15.58 per hour, effective April 20, 2016.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to grant regular status to Talia Gilster, Community Support Technician in Human Services, effective April 12, 2016. Talia has completed the six-month probationary period.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to grant a personal leave to Amber Lazzari, full time Social Worker in Human Services, effective April 8 to June 20, 2016.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to approve the 2016 Le Sueur County Wellness Program Plan.

Kathy Burns, Le Sueur County Historical Society appeared before the Board with updates on the Ottawa Stone Church and Geldner Saw Mill.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the final bill in the amount of \$16,400 from Goodrich Construction for the Ottawa Stone Church Project.

Miranda Rosa appeared before the Board with a Drug Court update.

Dennis Fredrickson, Minnesota DNR Regional Director appeared before the Board to discuss the DNR Conservation Agenda and Strategic Land Asset Management.

Dave Tietz, Sheriff and Josh Mankowski, Water Resources Specialist appeared before the Board with one item for discussion and approval.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved to increase the AIS sub-grant funding amounts available to smaller Lake Associations from \$3,000 up to \$5,000 and larger Lake Associations from \$3,000 up to \$10,000.

Jim Goltart, Veteran Services appeared before the Board with one item for approval.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the release of funds in the amount of \$1,200 to Le Sueur County Service Clubs to offset Memorial Day expenses.

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

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved the request for a County issued credit card for Scott Gerr, MIS Director.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved to set a public hearing date of May 24, 2016 at 10:00 a.m. for County Ditches #16, 18, 19, 22, 34, 45, 46, 51, 52 and 53.

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

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign the CSAH 50 Cooperative Agreement between Le Sueur County and the City of Elysian.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved a \$500 donation to the New Prague Historical Society.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved to continue the tax abatement agreement for the Guardian Inn with the First National Bank of Le Center.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved to move forward with the Clear Lake Lane Project.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved the request for an additional assistant attorney in the Le Sueur County Attorney's Office.

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

<b>Warrant #</b>	<b>Vendor Name</b>	<b>Amount</b>
40244	Advanced Correctional Healthcare Inc.	\$ 2,254.60
40247	Alternative Business Furniture	\$ 2,497.40
40248	American Engineering Testing	\$ 5,000.00
40249	APG Media of Southern MN LLC	\$ 12,225.60
40250	Applied Concepts Inc.	\$ 4,081.60

40260	Boarman, Kroos, Vogel Group Inc.	\$ 5,947.15
40261	Bolton & Menk Inc.	\$ 4,685.00
40270	Christian, Keogh, Moran & King	\$ 2,073.41
40278	Earl F Anderson	\$ 3,675.00
40295	Havel Land Improvement	\$ 14,520.00
40304	I & S Group Inc.	\$ 15,019.00
40324	M.B. McGee P.A.	\$ 2,500.00
40332	Minn St Admin Itg Telecom	\$ 5,213.00
40333	MN Counties Computers Coop	\$ 14,239.30
40334	MN Dept of Transportation	\$ 8,312.67
40345	Norchem Drug Testing	\$ 2,030.25
40351	Paragon Printing & Mailing Inc.	\$ 11,304.25
40368	S.M.C. Co. Inc.	\$ 6,779.11
40372	Sunde Engineering PLLC	\$ 5,288.13
40375	Tactical Solutions	\$ 9,795.00
40381	Titan Machinery	\$ 2,818.00
40385	Trimin Systems Inc.	\$ 12,600.00

115	Claims paid less than \$2,000.00:	\$ 55,264.33
22	Claims paid more than \$2,000.00:	\$152,858.47
158	Total all claims paid:	\$208,122.80

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board adjourned until Tuesday, May 3, 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, April 19, 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](http://www.co.le-sueur.mn.us).
- The Le Sueur County Board of Commissioners met in regular session on Tuesday, April 19, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlfsing and Joe Connolly. Lance Wetzel was excused. Darrell Pettis and Brent Christian were also present.
- Approved the agenda for the business of the day. (Connolly-Rohlfsing)
- Approved the consent agenda. (Gliszinski-Rohlfsing)
- The following cases and claims were approved: Soc Serv: \$170,499.69 and Financial: \$45,539.58 (Connolly-Gliszinski)
- Approved the updated Estate Recovery and Funeral Policy. (Rohlfsing-Connolly)
- Approved to reappoint Darrell Pettis as the County Highway Engineer. (Rohlfsing-Gliszinski)
- Approved to hire Austin Buss. (Gliszinski-Rohlfsing)
- Approved to hire Nicole Wegner. (Rohlfsing-Gliszinski)
- Approved to hire Shawn Boyle. (Gliszinski-Connolly)
- Approved to hire Zachary Johnson. (Rohlfsing-Connolly)
- Approved to grant regular status to Talia Gilster. (Connolly-Gliszinski)
- Approved to grant a personal leave to Amber Lazzari. (Rohlfsing-Gliszinski)
- Approved the 2016 Le Sueur County Wellness Program Plan. (Rohlfsing-Gliszinski)
- Approved the final bill from Goodrich Construction for the Ottawa Stone Church Project. (Rohlfsing-Connolly)
- Approved to increase the AIS sub-grant funding amounts available to smaller Lake Associations from \$3,000 up to \$5,000 and larger Lake Associations from \$3,000 up to \$10,000. (Rohlfsing-Gliszinski)
- Approved the release of funds to Le Sueur County Service Clubs to offset Memorial Day expenses. (Connolly-Gliszinski)
- Approved the request for a County issued credit card for Scott Gerr. (Gliszinski-Rohlfsing)
- Approved to set a public hearing date of May 24, 2016 at 10:00 a.m. for County Ditches #16, 18, 19, 22, 34, 45, 46, 51, 52 and 53. (Rohlfsing-Gliszinski)
- Approved the CSAH 50 Cooperative Agreement between Le Sueur County and the City of Elysian. (Rohlfsing-Connolly)
- Approved a \$500 donation to the New Prague Historical Society. (Gliszinski-Rohlfsing)
- Approved to continue the tax abatement agreement for the Guardian Inn with the First National Bank of Le Center. (Rohlfsing-Connolly)
- Approved to move forward with the Clear Lake Lane Project. (Connolly-Gliszinski)
- Approved the request for an additional assistant attorney in the Le Sueur County Attorney's Office. (Gliszinski-Rohlfsing)
- The following claims were approved for payment: (Gliszinski-Connolly)

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158	Total all claims paid:	\$208,122.80

●The Board adjourned until Tuesday, May 3, 2016 at 9:00 a.m. (Connolly-Rohlfing)

ATTEST: Le Sueur County Administrator                      Le Sueur County Chairman

## REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # 23 spur 9 located in Lexington township.

Signed

Edwin Haley

Address/Phone #

Stop out and see him

Date: 4/22/16

Description of problem: County tile needs repair, also  
ditch slide after cleaning, needs sediment  
removed. Selly told him to come in

Needs repair.  
Roger Rubland  
4-25-16





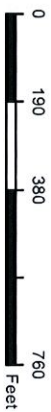
## Farm 608

### Tract 1371



### 2016 Program Year

Map Created April 09, 2016



Unless otherwise noted: crops are non-irrigated

Corn = yellow for grain

Soybeans = common soybeans for grain

Wheat = HRS for grain or HRW for grain

Oats and Barley = Spring for grain

Rye = for grain

Peas = process

Alfalfa, Mixed Forage AGM, GMA, IGS = for forage

Beans = Dry Edible





NAG = for GZ

Canola = Spring for seed

Sunflower = oil or non-oil for grain





#### Roads

### Common Land Unit

-  Non-Cropland
-  Cropland
-  Tract Boundary
-  PLSS

### Wetland Determination

#### Identifiers

-  Restricted Use
-  Limited Restrictions
-  Exempt from Conservation
-  Compliance Provisions

Tract Cropland Total: 49.60 acres

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the 2015 NAI imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.



## REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # 43 located in Lexington township.

Signed

Address/Phone #

Neil Holicky

507-420-3806

Date: 4/21/16

Description of problem: Ditch needs cleaning, not flowing

properly

Needs to be cleaned,  
Roger Rubel  
4-25-16





Landowner: Neil Holicky

507-420-3806

Le Sueur Soil and Water Conservation District  
Township & Section: Lexington 21

Date: 4/21/2016  
Assisted By: Joe Jirik



1 inch = 833.33 feet



Le Sueur County Soil & Water  
Conservation District

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



**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: MINNESOTA SPORTING CLAYS ASSOCIATION

Previous Gambling Permit Number: X-33670-15-008

Minnesota Tax ID Number, if any: \_\_\_\_\_

Federal Employer ID

Number (FEIN), if any: \_\_\_\_\_

Mailing Address: 1547 WESTERN AVE N. #

City: ST. PAUL State: MN Zip: 55117 County: RAMSEY

Name of Chief Executive Officer (CEO): ANNA WEBBER

Daytime Phone: 651-335-3706 Email: ANNA.MARIE.WEBBER@GMAIL.COM

**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  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:

[www.sos.state.mn.us](http://www.sos.state.mn.us)

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 Zip: 56044 County: LESUEUR

Date(s) of activity (for raffles, indicate the date of the drawing): SATURDAY, AUGUST 27, 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: \$ \_\_\_\_\_)

\* **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](http://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: \_\_\_\_\_

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

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

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

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**

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

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**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: *Anna Webber* Date: 4-23-2016  
(Signature must be CEO's signature; designee may not sign)

Print Name: ANNA WEBBER

**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)).

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

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

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

**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:** Minnesota 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.

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

An Equal Opportunity Employer



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# **Le Sueur County, MN**

**Tuesday, May 3, 2016**

**Board Meeting**

## **Item 2**

**9:05 a.m. Claims (5 min)**

**Staff Contact:**



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# **Le Sueur County, MN**

**Tuesday, May 3, 2016**

**Board Meeting**

## **Item 3**

**9:10 a.m. Kathy Brockway, Zoning Administrator (5 minutes)**

*RFA - 2 Conditional Use Permits, Le Sun LLC, Fox*

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

**LE SUEUR COUNTY PLANNING AND ZONING COMMISSION**  
**88 SOUTH PARK AVE.**  
**LE CENTER, MINNESOTA 56057**  
**April 14, 2016**

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

**MEMBERS ABSENT:** Chuck Retka

**OTHERS PRESENT:** Kathy Brockway, Commissioners Connolly, and Rohlfing

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

**ITEM #1: LE SUN LLC, MINNEAPOLIS, MN (APPLICANT); PATRICK GREGOR, WATERVILLE MN, (OWNER):** Request that the County grant a Conditional Use Permit to allow the applicant grading, excavating and filling of approximately 49,227 cubic yards of material for the purposes of site preparation for a solar garden construction in an Agriculture "A" District. Property is located in the SE 1/4, Section 26, Waterville Township.

Kathy Brockway presented power point presentation. Will Cooksey, LeSun LLC, representative, Noah Waterhouse and Kathy Melody, EVS (Engineering Firm), were present for application.

**TOWNSHIP:** WatervilleTownship notified through the application process. **DNR:** N/A  
**LETTERS:** none

**PUBLIC COMMENT:** Fritz Cummins, property owner to the south, questioned amount of material movement without moving the terraces; concerned with rerouting the water to the wetland, wetland farmed in the late 80's, drain tiles to the west, tile intakes in the terraces, does not want more water directed to the wetland.

LeSun LLC, representative, stormwater calculated, worked with the MPCA in regards to their stormwater plans, approved by the MPCA, converting Ag land to grass will reduce the runoff, infiltration trenches installed, grasses established within 1 month

Shirley Katzenmeyer, questioned whether the applicants worked with the SWCD office. They have maps of drain tile for the landowners.

Staff- SWCD was notified and received packets, no comments received.

Jeanne Doheny- questioned whether they could run a model of where and how much water prior to construction and run another one after construction, time frame?

LeSun LLC, representative, stated it would take approximately 1 week, no guarantees, standard practice.

Pam Tietz, questioned Fritz Cummins on whether he receives additional water on his property at this time.

Fritz Cummins stated that the tiles are currently working, does not receive water from the upper terrace.

Doug Krenik, questioned the overflow from the wetland.

Dean Thrun, Cemetery Board, stated that there is tiles going thru the cemetery as well, older members remember the days of pumping water from the cemetery, concerned with tiles not working, portion of the cemetery continues to be farmed.

Jeanne Doheny, questioned the removal of existing tiles.

LeSun LLC, representative stated they are not removing the current tiles, just changing the slope to 10%. They indicated that they are rerouting the water, utilizing infiltration trenches, and they are relying on the landowner as to the location of the existing tiles. Stormwater Plan has been approved by the MPCA.

Jeanne Doheny, questioned the time frame for the project.

LeSun LLC, if plan approved sometime this summer.

Tom Mariska, member of Holy Trinity Church, questioned whether LeSun LLC, could plant 8' trees along the property line to screen the site from the cemetery and to work with the church during construction if a burial is in progress.

Jeanne Doheny, that is between the church board and the cemetery. PZ Commission is considering the grading and excavating, use of property has been established.

Don Reak, questioned number of burials per year.

Tom Mariska, last year 15-20.

Al Gehrke questioned the tree placement.

Cemetery Board could plant trees along their property lines.

Fritz Cummins, would like to see the project go through with a possible condition that a berm is constructed along the wetland.

LeSun LLC, indicated that they are willing to have a condition that they will not negatively impact the property and if so, the necessary corrective measures will be taken.

Al Gehrke indicated that landowners will be surprised at the outcome of the project once completed, drainage on the property could be somewhat compared to CRP ground.

Discussion was held regarding: promoting better drainage at the site, reduce amount of runoff, protect drain tile for future use, tile locations, reduce slopes for construction of racking system, compacted materials, planting of native grasses, root structure year around, MN DOT recommendations, time frame for grading and excavating project, 3-4 weeks from start to finish depending on weather, Order of operations, mass grading, building of subgrade, compaction, equipment pads, gravel roads, planting of native grasses, stabilized at 70% before installation of panels, erosion control measures in place until vegetation is established, explained the infiltration trenches, infiltration trenches are permanent, 2 existing terraces, intention is to leave in place, limited information on the tile system, field verification of tile system and will produce new map, 25 year lease with Xcel Energy, conditional use permit goes with the land.

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.**
- 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.**

Motion was made by Don Reak to approve the application with the following conditions:

- Obtain all necessary County, State and Federal Permits;
  - Continued use of the existing drain tiles within the terraces;
  - Run drainage models prior to construction and after construction;
  - Provide documentation to the County that the drainage will not negatively impact the adjacent properties and if this should occur, necessary corrective measures will be taken.
- Seconded by Al Gehrke. Motion approved. Motion carried.

**ITEM #2: CHUCK & MELISSA FOX, SHAKOPEE, MN, (APPLICANT\OWNER):** Request that the County grant a Conditional Use Permit to allow the applicant to construct stairs in the bluff to include grading, excavating, and filling of approximately 2 cubic yards in the bluff in a Recreational Residential "RR"

District, on a Recreational Development "RD" lake, Lake Jefferson. Property is located at Lot 3, Irish Subdivision No. 1, Section 6, Elysian Township.

Kathy Brockway presented power point presentation. Chuck Fox was present for application.

TOWNSHIP: Elysian Township notified through the application process. DNR: no comments  
LETTERS: none

PUBLIC COMMENT: none

Discussion was held regarding: replace the existing steps in order to provide a safer access to the lake, construct the landings first, erosion control methods, protect the area, aluminum steps, tan in color.

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.**
- 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 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.**

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

Motion was made by Pam Tietz to approve the minutes from the March 10, 2016 meeting. Seconded by Don Rynda. Motion approved. Motion carried.

Motion to adjourn meeting by Don Reak. Seconded by Pam Tietz. 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**  
**May 3, 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: LE SUN LLC, MINNEAPOLIS, MN (APPLICANT); PATRICK GREGOR, WATERVILLE MN, (OWNER):** Request that the County grant a Conditional Use Permit to allow the applicant grading, excavating and filling of approximately 49,227 cubic yards of material for the purposes of site preparation for a solar garden construction in an Agriculture "A" District. Property is located in the SE 1/4, Section 26, 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 with the following conditions:

- ***Obtain all necessary County, State and Federal Permits;***
- ***Continued use of the existing drain tiles within the terraces;***
- ***Run drainage models prior to construction and after construction;***
- ***Provide documentation to the County, that the drainage will not negatively impact the adjacent properties and if this should occur, necessary corrective measures will be taken.***

**ITEM #2: CHUCK & MELISSA FOX, SHAKOPEE, MN, (APPLICANT\OWNER):** Request that the County grant a Conditional Use Permit to allow the applicant to construct stairs in the bluff to include grading, excavating, and filling of approximately 2 cubic yards in the bluff in a Recreational Residential "RR" District, on a Recreational Development "RD" lake, Lake Jefferson. Property is located at Lot 3, Irish Subdivision No. 1, Section 6, Elysian Township.

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

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

ACTION: ITEM #1: \_\_\_\_\_

ITEM #2: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY ADMINISTRATOR'S SIGNATURE: \_\_\_\_\_

## FINDINGS OF FACT

**WHEREAS, LE SUN LLC, MINNEAPOLIS, MN (APPLICANT); PATRICK GREGOR, WATERVILLE MN, (OWNER):** has applied for a Conditional Use Permit to allow the applicant grading, excavating and filling of approximately 49,227 cubic yards of material for the purposes of site preparation for a solar garden construction in an Agriculture "A" District. Property is located in the SE 1/4, Section 26, Waterville Township.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission held on public hearing on April 14, 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 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 May 3, 2016, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **approved/denied** the Conditional Use Permit application as requested by LeSun LLC.

**NOW, THEREFORE, IT IS HEREBY RESOLVED,** the following Findings of Fact were adopted at the May 3, 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 grading, excavating and filling of approximately 49,227 cubic yards of material for the purposes of site preparation for a solar garden construction in an Agriculture "A" District. Property is located in the SE 1/4, Section 26, Waterville Township is **approved/denied**.

ATTEST:

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John King, Chairman, Le Sueur County Board of Commissioners.

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Darrell Pettis, Le Sueur County Administrator

DATE: \_\_\_\_\_

## FINDINGS OF FACT

**WHEREAS, CHUCK & MELISSA FOX, SHAKOPEE, MN, (APPLICANT\OWNER** has applied for a Conditional Use Permit to construct stairs in the bluff to include grading, excavating, and filling of approximately 2 cubic yards in the bluff in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Lake Jefferson. Property is located at Lot 3, Irish Subdivision No. 1, Section 6, Elysian Township.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission held on public hearing on April 14, 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 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 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 May 3, 2016, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **approved/denied** the Conditional Use Permit application as requested by Charles Fox.

**NOW, THEREFORE, IT IS HEREBY RESOLVED,** the following Findings of Fact were adopted at the May 3, 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 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 construct stairs in the bluff to include grading, excavating, and filling of approximately 2 cubic yards in the bluff in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Lake Jefferson. Property is located at Lot 3, Irish Subdivision No. 1, Section 6, Elysian Township is **approved/denied**.

ATTEST:

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John King, Chairman, Le Sueur County Board of Commissioners.

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Darrell Pettis, Le Sueur County Administrator

DATE: \_\_\_\_\_



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# **Le Sueur County, MN**

**Tuesday, May 3, 2016**

**Board Meeting**

## **Item 4**

**9:15 a.m. Amy Beatty, Environmental Programs Specialist (30 min)**

***RE: Solid Waste License Applications, Scott County Household Hazardous Waste Agreement, and Resolution for Disposal Cost from the Townships***

**Staff Contact: Amy Beatty, Environmental Programs Specialist**



## ENVIRONMENTAL SERVICES

Mailing Address: 88 South Park Avenue, Le Center, MN 56057

Physical Address: 515 South Maple Avenue, Le Center, MN 56057

Direct Dial: 507-357-8538 Fax: 507-357-8541

Email: [environmentalservices@co.le-sueur.mn.us](mailto:environmentalservices@co.le-sueur.mn.us)

County Website: [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us)

DATE: Friday, April 29, 2016

TO: Le Sueur County Board of Commissioners

FROM: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: 2016-2017 Solid Waste License Applications

### City Facilities

The following cities have requested a license to operate a composting facility. As in the past, the Cities are asking the County Board of Commissioners to waive the licensing fee and insurance and bonding requirements.

1. City of Cleveland – the facility is open to residents of the City of Cleveland to dispose of leaves, brush, and tree material.
2. City of Le Center – the facility is open to residents of the City of Le Center to dispose of leaves. This site is for temporary storage until the city can take the material to SMC Composting Facility in Mankato.
3. City of Le Sueur – the facility is open to residents of the City of Le Sueur to dispose of yard waste.
4. City of Montgomery – the facility is open to residents of the Cities of Montgomery and Heidelberg to dispose of yard waste.
5. City of Saint Peter – the facility is open to residents of the City of Saint Peter to dispose of tree/brush and grass/plant material

### The City of Le Center Recycling Facility

The City of Le Center operates a recycling facility that is open to all Le Sueur County residents. The facility is located at 180 South Lexington Avenue. Le Sueur County funds the recycling facility through money it receives under the SCORE program – SCORE legislation provides counties with a funding source to develop effective waste reduction, recycling and solid waste management programs. The City asks the County Board of Commissioners to waive the licensing fee and bonding requirement.

### The City of Le Center Collection and Transportation of Solid Waste – 1 truck

The City of Le Center collects and transports solid waste and recyclable materials. Its service area is the City of Le Center. The destinations of the solid waste and recyclables are Minnesota Waste Processing – Mankato and LJP Enterprises, Inc. Recycling Facility – North Mankato. The City asks the County Board of Commissioners to waive the licensing fee and bonding requirement.

## Collection and Transportation

The following companies have applied for a license to collect and transport solid waste and recyclables in Le Sueur County.

### **Hansen Sanitation, Inc. – Kasota, MN – 5 Trucks - \$225.00**

Hansen Sanitation, Inc. will be serving the City of Kasota and Kasota Township. The destination of the solid waste and recycling materials will be Minnesota Waste Processing Center – Mankato, Waste Management Recycling Center, SMC Demolition Landfill – Mankato, Ponderosa Landfill – Mankato, and Hansen Recycling and Transfer Station - Kasota. The company has provided proof of insurance. The company has provided a letter of credit from Community Bank in Mankato in lieu of a performance bond.

### **Lakers New Prague Sanitary, Inc. – New Prague, MN – 4 Trucks - \$190.00**

Lakers New Prague Sanitary, Inc. will be serving the Cities of New Prague, Le Center, Le Sueur, Montgomery, and the surrounding areas. The destination of the solid waste and recycling materials will be Resource Recovery Technologies/RRT Processing Solutions (South Metro of Shakopee) - Shakopee for solid waste, DemCon - Shakopee for construction and demolition debris and recyclables, and Buckingham Recycling – Prior Lake for recyclable materials. The company has provided proof of insurance and bonding.

### **LJP Enterprises, Inc. – North Mankato, MN – 13 Trucks - \$505.00**

LJP Enterprises, Inc. will be serving commercial, corporate, business, and rural accounts in Le Sueur County. The destination of the solid waste and recycling materials will be Minnesota Waste Processing Company – Mankato, Ponderosa Landfill – Mankato, LJP Recycling Facility – North Mankato, Endres Processing – Rosemount, SMC Demolition Landfill – Mankato, Hansen Recycling and Transfer Station – Kasota, Full Circle Organics – Good Thunder, Ramsey/Washington Resource Recovery Facility – Newport, Prairieland Compost Facility – Truman, Steele County Landfill – Blooming Prairie, and Valley Demo and Recycling – New Ulm. The company has provided proof of insurance and bonding.

### **Waste Management of Minnesota – Mankato, MN – 13 Trucks - \$505.00**

Waste Management of Minnesota will be serving all of Le Sueur County. The destination of the recycling materials will be their own facilities in Le Sueur County. The destination of the solid waste will be Hennepin County Resource Co. – Minneapolis, NRG – Newport, Rice County Landfill – Dundas, Dickinson County Landfill – Spirit Lake, IA, Spruce Ridge Res. Mgmt – Glencoe, NRG – Elk River, Burnsville Landfill – Burnsville, Elk River Landfill – Elk River, SMC – Mankato, Hoffman Demo Landfill – New Ulm, Central Disposal Landfill – Lake Mills, IA, NRG – Empire – Rosemount, Brown County Landfill – Sleepy Eye, Prairieland Compost – Truman, Valley Demo & Recycling – New Ulm, Steele County Landfill – Blooming Prairie, Spruce Ridge Landfill – Glencoe, Ponderosa Landfill – Mankato, and Minnesota Waste Processing - Mankato. The company has provided proof of insurance and bonding.

## Recycling Facility

The following companies have applied for a license to operate a recycling facility in Le Sueur County.

**Barnett Brothers, Inc. – Kilkenney, MN - \$200.00**

Barnett Brothers, Inc. service area will be an approximate twenty-mile radius around the City of Montgomery. The facility recycles bituminous and concrete materials. The company has proof of insurance and bonding.

**Fessel's Wood Recycling Services, LLC – Waterville, MN - \$200.00**

Fessel's Wood Recycling Services, LLC will be serving companies in the following counties Le Sueur, Rice, Waseca, Blue Earth, Nicollet, and Olmsted. The company recycles unadulterated wood and paper products for use as wood chips for landscaping and for animal bedding and mortality composting facilities. The company has provided a letter of credit from Roundbank in Waseca in lieu of a performance bond. The company has provided proof of insurance.

**Hansen Recycling and Transfer Station – Kasota, MN - \$200.00**

Hansen Recycle and Transfer Station will serve all of Le Sueur County and its residents, contractors, and municipalities. The facility will be recycling demolition and new construction waste. The company has provided proof of insurance and bonding.

**Selly Excavating, Inc. – Le Center, MN - \$200.00**

Selly Excavating Inc. service area will be all of Le Sueur County and its residents, contractors, and municipalities. The facility will be recycling bituminous and concrete materials. The company has provided proof of insurance and bonding.

**Waste Management of Minnesota – Mankato, MN - \$200.00**

Waste Management of Minnesota will be serving Le Sueur, Nicollet, and Sibley Counties. The company has provided proof of insurance and bonding.

**Transfer Station**

The following company has applied for a license to operate a transfer station in Le Sueur County.

**Waste Management of Minnesota – Mankato, MN - \$675.00**

Waste Management of Minnesota will be serving Le Sueur, Nicollet, and Sibley Counties. The company has provided proof of insurance and bonding.

**Upcoming Solid Waste Events**

Saturday, June 11, 2016 – Annual Tire, Appliance, and Electronics Collection Day from 8 am to 1 pm at the Le Sueur County Highway Department in Le Center (515 South Maple Avenue/County Road 114).

Thursday, September 22, 2016 – Mobile Household Hazardous Waste Collection from 10 am to 4 pm at the Le Sueur County Highway Shop in Montgomery (815 4<sup>th</sup> St NW – 4<sup>th</sup> St in Montgomery is State Highway 13).



## ENVIRONMENTAL SERVICES

Mailing Address: 88 South Park Avenue, Le Center, MN 56057

Physical Address: 515 South Maple Avenue, Le Center, MN 56057

Direct Dial: 507-357-8538 Fax: 507-357-8541

Email: [environmentalservices@co.le-sueur.mn.us](mailto:environmentalservices@co.le-sueur.mn.us)

County Website: [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us)

Date: Friday, April 29, 2016

To: Le Sueur County Board of Commissioners

From: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: Le Sueur and Scott Counties Household Hazardous Waste Agreement

### **Agreement History:**

Scott County approached Le Sueur County in early 2007 due to increasing number of Le Sueur County residents using the Scott County Household Hazardous Waste (HHW) Facility. The first agreement was signed by the counties in spring of 2007. The term of the initial agreement was from January 1, 2007 to December 31, 2009. This agreement allowed Le Sueur County residents to properly dispose of their HHW at the Scott County Facility. The cost for dispose was directly billed to Le Sueur County. Le Sueur County used SCORE funding to pay for HHW disposal costs. Le Sueur County was billed on an annual basis. The invoice was determined by the previous year's cost for operation divided by the total number of participants plus \$5 administrative fee per participant.

At the end of 2009, Scott County approached Le Sueur County with the option of paying a flat fee for use of the facility. After discussion between county staff, a fee of \$3,000 was proposed based on past participation. This fee and agreement were approved by both County Boards of Commissioners.

### **Proposed Agreement:**

The proposed agreement is for the term of January 1, 2015 to December 31, 2017. The proposed fee amount is a flat fee of \$6,000.

If Le Sueur County owes Scott County more than \$6,000, the additional payment is based upon the previous years' cost-per-participant over the \$6,000 flat fee. For 2015, the rate is \$34.00 per resident, based upon the previous years' cost-per-participant. In 2015, 318 Le Sueur County residents used the Scott County HHW Facility.

### **Facility Hours of Operation:**

The Scott County HHW Facility is open three days per week from January to December. It also offers monthly fluorescent bulb collections for businesses. County residents may also dispose of tires, appliances, and electronics for a fee.

It is my recommendation that the Le Sueur County Board of Commissioners to make a motion to sign this agreement between Le Sueur County and Scott County for the use of the Scott County Household Hazardous Waste Facility.



HOUSEHOLD HAZARDOUS WASTE  
INTER-COUNTY RECIPROCAL USE AGREEMENT  
BETWEEN SCOTT COUNTY AND LE SUEUR COUNTY

THIS AGREEMENT is between Scott County and Le Sueur County, through their respective Boards of Commissioners, (hereinafter jointly referred to as the "Counties").

WHEREAS, the Counties desire to create a mechanism whereby residents of the Counties may use Household Hazardous Waste Facilities in each of the Counties; and

WHEREAS, the Counties may enter into agreements with the Minnesota Pollution Control Agency for the operation and management of Metropolitan Household Hazardous Waste Facilities; and

WHEREAS, the Counties each provide a Household Hazardous Waste management program for their residents; and

WHEREAS, it is recognized that there is a regional benefit derived from increasing the availability of Household Hazardous Waste Facilities by allowing reciprocal use of facilities; and

WHEREAS, the administrative cost for tracking waste origin is substantial and recognizing that waste has no borders, it is desirable that during the term of this Agreement the Counties will work together to find more efficient arrangements for managing waste received from residents of the other County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Counties hereby agree as follows:

1. PURPOSE

This Agreement shall establish a mechanism to allow for the reciprocal use of Household Hazardous Waste Facilities and to provide for payment of costs incurred by the County receiving household hazardous waste from residents of the other County.

2. TERM

This Agreement shall commence on January 1, 2015, and terminate on December 31, 2017 unless terminated earlier as provided herein. This agreement can be extended for additional years upon the mutual agreement of both counties.

3. DEFINITIONS

The terms used in this Agreement shall have the following meanings:

- a. County shall mean Scott County or Le Sueur County.
- b. County of Origin shall mean the County whose residents generated Household Hazardous Waste and delivered such HHW to a Household Hazardous Waste Facility in the other County.
- c. EPA or MPCA Permitted Facility shall mean a facility that is permitted by the EPA or MPCA to transfer, store, process, or dispose of the type of household hazardous waste to be delivered under this Agreement.
- d. Household Hazardous Waste (HHW) shall mean waste as defined in Minn. Stat. § 115A.96, subdivision 1(b).
- e. Household Hazardous Waste Facility shall mean a facility that consists of one or more collection, management, and/or storage facility or facilities which are located in one County and are available for use by residents of the other County. A Household Hazardous Waste Facility may consist of one or more stationary or mobile facilities. A Household Hazardous Waste Facility may be publicly or privately owned and/or operated.
- f. MPCA Approved Processing/Disposal Facilities shall mean facilities evaluated and approved by the MPCA for the processing and/or disposal of HHW, the use of which the MPCA has authorized in writing.
- g. Problem Materials shall mean waste as defined in Minn. Stat. § 115A.03, subdivision 24a.

- h. Program Wastes shall mean wastes that a County accepts at a Household Hazardous Waste Facility. These wastes shall include HHW. These wastes may also include Problem Materials that are not HHW.
- i. Receiving County shall mean the County in which a Household Hazardous Waste Facility has received waste from a resident of another County.
- j. Special Handling shall mean services including long-term storage, handling by a bomb squad or other extraordinary treatment and/or disposal practices.
- k. State Contractor Services shall mean hazardous waste management services that are performed for either County's program activities and made available by the MPCA through its contracts with hazardous waste management firms. Hazardous waste management services include supplying materials, receiving and sorting HHW, packaging, repackaging, consulting, training and sampling, analysis, treatment, transportation, storage, and disposal.
- l. State Household Hazardous Waste Operations Contract shall mean the contract(s) between the Counties and the State of Minnesota for the operation of Household Hazardous Waste Facilities, as may be amended.

#### 4. RECIPROCAL USE

The Counties agree that:

- a. Residents of either County may use a Household Hazardous Waste Facility in the other County to the same extent the facility is available to Receiving County residents. The Receiving County, however, shall have the right to refuse to accept any HHW (types or quantities) that will require Special Handling. The County of Origin shall use its best efforts to minimize the delivery of HHW requiring Special Handling by the Receiving County or its contractors;
- b. Each County shall comply with the requirements as set forth in the State Household Hazardous Waste Operations Contract; and
- c. Each County shall provide a HHW management program meeting the requirements of Minn. Stat. § 473.804 and § 115A.96.

#### 5. PAYMENT

- a. Le Sueur County shall pay Scott County a Reciprocal Use Fee in the amount of \$6,000 for 2015, 2016, and 2017. Scott County shall not pay a Reciprocal Use Fee to Le Sueur County in 2015, 2016, and 2017. This payment structure is based upon past usage patterns. Should Le Sueur County participation rates rise above those past usage patterns, Le Sueur County shall pay an additional fee that is calculated with the excess usage multiplied by the most recent cost-per-participant rate. That rate was \$34.00 per person in 2015.
- b. Out of County residents using the other County's Household Hazardous Waste Facility shall be charged the same rates for services as are applicable for Receiving County residents using the same facility.
- c. The Reciprocal Use Fee payable pursuant to Section 5(a) above shall be remitted within sixty (60) days of the effective date of this Agreement.

#### 6. RECORDS

Each County shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each County shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

7. AUDIT/ACCESS TO HOUSEHOLD HAZARDOUS WASTE FACILITIES

Each County shall allow the other County and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subdivision 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit. In addition, each County shall have access to the other County's Household Hazardous Waste Facilities at reasonable hours.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

In performing the provisions of this Agreement, each County agrees to comply with all applicable federal, state or local laws, ordinances, rules and regulations.

9. AFFIRMATIVE ACTION

No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subject to unlawful discrimination under any program, service or activity hereunder.

10. ENTIRE AGREEMENT

It is understood and agreed that this Agreement constitutes the entire agreement of the parties and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

11. AMENDMENTS

Except as otherwise provided in this Agreement, any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by each County.

12. TERMINATION

Either County may terminate this Agreement, with or without cause, by providing ninety (90) days' written notice to other County. Termination shall not act to discharge any liability incurred by any County before the effective date of termination, including payments or credits due. Such liability shall continue until appropriately discharged by law or agreement. If a County terminates this Agreement, its residents may no longer use Household Hazardous Waste Facilities in the other County, nor will the terminating County be paid by the County of Origin for use of the terminating County's Household Hazardous Waste Facilities if it continues to accept Program Wastes from the other County after the effective date of the termination. In the event this Agreement is terminated after Le Sueur County has made its annual payment under Section 5(a) above, said payment shall be reimbursed by Scott County to Le Sueur County on a pro-rata basis.

13. CONTACTS

The individuals designated as contact persons for this agreement within each county shall be:

Greg Boe  
Scott County Community Services  
200 Fourth Avenue West  
Shakopee, MN 55379-1220  
Ph: 952-496-8652

Amy Beatty  
Le Sueur County Environmental Services  
88 South Park Avenue  
Le Center, MN 56057  
Ph: 507-357-8203

14. LIABILITY/INDEMNIFICATION AMONG THE COUNTIES

- a. General Indemnification. The Counties agree that each County will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other County and the results thereof. Each County therefore agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. Each County shall defend, indemnify and hold harmless the other County for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or the acts of its agents, employees or contractors.
- b. Environmental Impairment Claims. It is the intention of the Counties that the Receiving County shall assume all liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or any similar statute, and all other liabilities resulting from actual or threatened impairment of the environment (hereinafter "Superfund Liability") resulting from the operation of the Receiving County's HHW program. The Receiving County shall defend, indemnify and hold harmless each County of Origin pursuant to Section 13(a) for any Superfund Liability resulting from the Receiving County's HHW program, including Superfund Liability related to waste delivered from the County of Origin pursuant to this Agreement.
- c. Indemnification for Benefit of Counties. The indemnification provisions of this Section 14 are for the benefit of the Counties only and shall not establish, of themselves, any liability to third parties. Nothing in this Agreement is intended to waive or limit the provisions of Minn. Stat. Chap. 466, or any other law, legislative or judicial, which limits governmental liability.

15. SURVIVAL

Sections 5, 6, 7 and 13 of this Agreement shall survive termination or expiration of this Agreement or the services or duties to be performed hereunder.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written as follows:

COUNTY OF SCOTT

\_\_\_\_\_  
Chair, Scott County Board of Commissioners

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Scott County Attorney's Office

\_\_\_\_\_  
Date

COUNTY OF LE SUEUR

\_\_\_\_\_  
Chair, Le Sueur County Board of Commissioners

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Le Sueur County Attorney's Office

\_\_\_\_\_  
Date



## ENVIRONMENTAL SERVICES

Mailing Address: 88 South Park Avenue, Le Center, MN 56057

Physical Address: 515 South Maple Avenue, Le Center, MN 56057

Direct Dial: 507-357-8538 Fax: 507-357-8541

Email: [environmentalservices@co.le-sueur.mn.us](mailto:environmentalservices@co.le-sueur.mn.us)

County Website: [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us)

Date: Friday, April 29, 2016

To: Le Sueur County Board of Commissioners

From: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: Resolution in Support of Assistance with Solid Waste Disposal to the Townships of Le Sueur County

Attached is a resolution to allow the townships to disposal of tires, appliances, and electronics that have been improperly disposed of in townships' road rights-of-ways at the County's annual tire, appliance, and electronics collection and the County agrees to cover the cost of disposal.

**RESOLUTION IN SUPPORT OF  
ASSISTANCE WITH SOLID WASTE DISPOSAL  
TO THE TOWNSHIPS OF LE SUEUR COUNTY**

**WHEREAS,** Le Sueur County has a Solid Waste Management Ordinance and Solid Waste Management Plan which supports the collection and proper disposal of solid waste within the county; and

**WHEREAS,** the County Board of Commissioners recognize and support the effort of the township officers to maintain clean, safe roads and rights-of-ways in their townships; and

**WHEREAS,** the County holds annual tire, appliance and electronic collections; and

**WHEREAS,** Le Sueur County recognizes the cost of disposal of solid waste material retrieved from said roads and rights-of-way; and

**WHEREAS,** certain material may be stored by the townships, at their expense and at a location of their choosing, until such time as an annual Le Sueur County collection may be held to dispose of tire, appliances and electronics.

**NOW THEREFORE, BE IT RESOLVED,** that Le Sueur County proposes that the townships utilize annual tire, appliance, and electronics collections; and

**BE IT THEREFORE FURTHER RESOLVED,** that Le Sueur County agrees to pay for the disposal of items collected in township road rights-of-way out of the County Solid Waste Fund through the annual collections.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016 by the Le Sueur County Board of Commissioners

I hereby certify that the above is true and correct copy of a resolution approved by the Le Sueur County Board of Commissioners at their session on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Darrell Pettis, Administrator  
Clerk to the Board



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# **Le Sueur County, MN**

**Tuesday, May 3, 2016**

**Board Meeting**

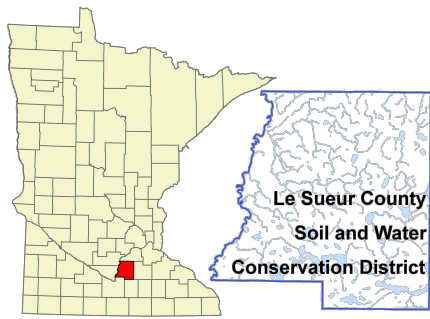
## **Item 5**

**9:45 a.m. Mike Schultz, SWDC (10 min)**

***RE: Ditch Inspection Update***

**Staff Contact:**





# Le Sueur County Soil & Water Conservation District

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

*Tel. (507) 357-4879 Ext. 3*

## **Le Sueur County Ditch Inspection Plan Timeline 2016-2020 Prepared for Le Sueur County Commissioners May 3, 2016**

Le Sueur County has 57 active ditch systems. The County Ditch Inspectors (Le Sueur SWCD) will inspect all ditches once every five years (on average 12 County Ditches per year). The SWCD is currently finalizing a GIS based inspection process with the Le Sueur GIS Department that will allow for inspections to be done electronically in the field. The SWCD will provide reports during yearly reporting time to the Ditch Authority.

### **Inspection priority will fall in the manner as described below:**

1. County Board request of a specific County Ditch/redetermination of benefits
2. SWCD identifies ditches based off of landowner demand.
3. Oldest to newest ditches will be identified for inspection
4. On average at least one large County Ditch system will be inspected yearly

## **Le Sueur County, MN**

**Tuesday, May 3, 2016**

**Board Meeting**

### **Item 6**

**9:55 a.m. Dave Tietz, Sheriff (5 min)**

*RE: Squad Equipment*

*RE: Mutual Aid Agreement*

*RE: National Police Week*

Staff Contact:

## MUTUAL AID AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, ("HENNEPIN") on behalf of the Hennepin County Sheriff's Office ("HCSO") and the COUNTY OF LESUEUR, STATE OF MINNESOTA ("LESUEUR") on behalf of the LeSueur County Sheriff's Office ("LCSO").

WHEREAS, pursuant to Minnesota Statutes Section 387.03, HCSO and LCSO are responsible for keeping and preserving the peace in their respective counties as well as performing other law enforcement related activities ("Law Enforcement");

WHEREAS, between June 20, 2016 and June 30, 2016, the Major County Sheriff's Association Summer Meeting and the National Sheriff's Association Conference & Exhibition, 2016 will be held in and around Hennepin County, Minnesota (the "Conference"); and

WHEREAS, pursuant to Minnesota Statutes Section 471.59, political subdivisions of the State of Minnesota may jointly and cooperatively exercise powers common to each of the contracting parties; and

WHEREAS, this Agreement establishes each party's rights, duties and obligations in the event HCSO requests LCSO's personnel, equipment, or other resources to assist with Law Enforcement in the time before, during or after the Conference; and

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

### I. TERM

Except as otherwise provided herein, this Agreement shall commence on June 20, 2016 and expire on June 30, 2016, unless terminated earlier in accordance with the terms herein.

### II. LAW ENFORCEMENT

- A. Upon HCSO's request, LCSO shall provide requested personnel, equipment and/or other resources to assist HCSO in Law Enforcement before, during or after the Conference.
- B. LCSO shall only assign peace officers in good standing that have completed all LCSO employment probationary periods ("LCSO Peace Officer(s)").
- C. Unless otherwise directed by HCSO, LCSO personnel shall be equipped and supplied with a seasonally appropriate patrol uniform of the day along with appropriate equipment, including but not limited to service belts, a service weapon and personal soft ballistic body armor that shall be worn while on duty.

- D. Law Enforcement shall be performed in cooperation and collaboration with HCSO peace officers and personnel ("HCSO Personnel") and in accordance with established law enforcement policies and procedures. LCSO Peace Officer(s) shall be subject to HCSO's direction, supervision, command and control at all times during performance hereunder. HCSO shall exercise best efforts to follow unified command principles and practices as established throughout the law enforcement community (herein referred to as "Unified Command"). In accordance with applicable law and to the extent practicable, LCSO Peace Officer(s) shall aid and assist HCSO Personnel in a manner and to a degree that HCSO personnel shall be the officer of record for arrests, citations and other official acts.
- E. HCSO shall refer disciplinary matters involving LCSO Peace Officer(s) to LCSO. In HCSO's sole discretion, investigation of such matters may be jointly conducted by HCSO and LCSO. Except if, based on the judgment of HCSO, a particular matter represents probable cause for the issuance of a criminal complaint, HCSO may refer the matter directly to an external law enforcement agency for investigation provided LCSO is notified in advance thereof.
- F. Notwithstanding the TERM of this Agreement (as set forth in Section I), XCSO Peace Officer(s) shall assist and/or participate in subsequent and necessary criminal, civil or administrative legal proceedings.
- G. The parties acknowledge and agree that nothing herein is intended to nor shall be construed as requiring that HCSO use LCSO Peace Officer(s) for Law Enforcement. Duty assignments will be solely in HCSO's discretion. Regardless of an LCSO Peace Officer(s) rank or job title with LCSO, the LCSO Peace Officer(s) shall be subject to the structure of command set forth herein and as determined by the HCSO Coordinator, by and through the Unified Command. HCSO may, in its sole discretion, refuse to accept or use any LCSO Peace Officer(s).

### III. LIABILITY

- A. Each party is responsible for its own acts and omissions and for the acts and omissions of its officers, employees and personnel. For clarification and not limitation, each party shall be responsible for injuries or deaths of its own officers, employees and personnel. Each party will maintain worker's compensation insurance or self-insurance coverage, covering its own personnel while they are performing hereunder. Each party waives the right to sue the other party for any worker's compensation benefits paid to its own personnel or their dependents, even if the injuries were caused wholly or partially by the negligence of the other party or its personnel. Each party, to the extent that party is at fault, shall be responsible for loss of or damages to its equipment while acting within the scope of this Agreement.

- B. The parties are not agreeing, in any manner whatsoever, to be responsible for the acts or omissions of the other party, or the results thereof. As applicable, a party's liability is governed by the provisions of Minnesota Statutes, Chapter 466. The statutory limits of liability for the parties may not be added together or stacked to increase the maximum amount of liability for either or both parties. Under no circumstances, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party.
- C. LCSO shall promptly notify HCSO if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, arising out of acts or omissions related to this Agreement.

IV. NO COSTS OR PAYMENTS

HENNEPIN shall not pay LeSueur County any amount for performance hereunder. For clarification and not limitation, LeSueur County shall be solely liable and responsible for paying any and all amounts related to its performance including but not limited to LCSO Peace Officer(s) wages, salaries and fringe benefits as well as the costs and expenses of travel, lodging or any other per diem expenses.

V. DATA

The parties shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Unless otherwise required by applicable law, comprehensive law enforcement data related hereto, including but not limited to arrest data, response or incident data and investigative data, shall be created by or on behalf of HCSO and, accordingly, said data shall be maintained and managed by HCSO ("Law Enforcement Data"). If LCSO receives an MGDPA request or other legal demand for Law Enforcement Data, LCSO shall (i) immediately notify HCSO of the request and provide all details and information related to the request; (ii) direct the requesting party to contact the HCSO's Responsible Authority or her designee; (iii) explain to the requesting party that the request has been directed to COUNTY, that COUNTY shall respond to said request and provide contact information for HCSO's Responsible Authority; and (iv) perform any other reasonable tasks necessary to expedite fulfillment of the request. In accordance with the foregoing, HCSO's Responsible Authority shall be Carrie Hill ([carrie.hill@hennepin.us](mailto:carrie.hill@hennepin.us)), or her designee.

VI. COMPLIANCE WITH APPLICABLE LAW

The parties shall comply with applicable state, federal and local law and regulations in force or hereinafter enacted including but not limited to laws and policies related to Non-Discrimination and Affirmative Action.

VII. NO EMPLOYEE RELATIONSHIPS

Notwithstanding any other provision of this Agreement, including but not limited to provisions regarding command and control of LCSO Peace Officer(s), the parties expressly acknowledge and agree that nothing herein is intended to nor shall be construed as creating any employment relationship between any LeSueur County personnel, including but not limited to LCSO Peace Officer(s), and HENNEPIN. HENNEPIN shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the "Workers' Compensation Act") and claims of discrimination against LeSueur County or HENNEPIN, their officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

VIII. HCSO CONTACT

Major Jeffrey Storms or his designee (the "HCSO Coordinator") shall lead the Unified Command and shall be responsible for the daily operation and coordination of LCSO Peace Officer(s), including but not limited to determining duty assignments.

IX. ENTIRE AGREEMENT

The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

THE REMAINDER OF THIS PAGE IS BLANK

**COUNTY BOARD AUTHORIZATION**

Reviewed by the County  
Attorney's Office

\_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

By: \_\_\_\_\_  
Chair of Its County Board

ATTEST: \_\_\_\_\_  
Deputy/Clerk of County Board

Date: \_\_\_\_\_

And: \_\_\_\_\_  
Assistant/Deputy/County Administrator

Date: \_\_\_\_\_

COUNTY OF LESUEUR  
STATE OF MINNESOTA

By: \_\_\_\_\_

Its: \_\_\_\_\_

And: \_\_\_\_\_

Its: \_\_\_\_\_

LeSueur County represents and warrants that the person who executed this contract is authorized to do so pursuant to applicable law and that any other applicable requirements have been met.

To recognize National Police Week 2016 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the **LE SUEUR COUNTY SHERIFF'S OFFICE**;

WHEREAS, nearly 15,725 assaults against law enforcement officers in 2014, resulting in approximately 13,824 injuries;

WHEREAS, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, 252 names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 123 officers killed in 2015 and 129 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 28<sup>th</sup> Annual Candlelight Vigil, on the evening of May 13, 2016;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the **MINNESOTA LAW ENFORCEMENT MEMORIAL ASSOCIATION'S** Annual Candlelight Vigil, on the evening of May 15, 2016;

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 15-21; NOTE: Because May 15, 2016 falls on a Sunday, some events will take place before the official dates of police week 2016.

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families;

THEREFORE, BE IT RESOLVED that the **LE SUEUR COUNTY BOARD** formally designates May 15-21, 2016, as Police Week in **THE COUNTY OF LE SUEUR**, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.



# **Le Sueur County, MN**

**Tuesday, May 3, 2016**

**Board Meeting**

## **Item 7**

**10:00 a.m. Jim McMillen, Maintenance (10 min)**

*RE: Fire alarm panel*

Staff Contact:

**SimplexGrinnell Quotation**

TO:  
Lesueur County Courthouse  
88 S Park Ave  
LE CENTER, MN 56057-1600

Project: Le Sueur Co Court. Panel Upgra  
Customer Reference: Lesueur County Courthouse -  
SimplexGrinnell Reference: 337445935  
Date: 04/25/2016  
Page 1 of 5

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	4100es	
1	4100-9111	4100ES PRECONFIG DOMESTIC 120V
1	4100-0634	POWER DISTRIBUTION MODULE 120V
8	4100-1279	2 BLANK DISPLAY MODULE
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-3206	8 POINT 3 AMP AUX RELAY MODULE
1	4100-5005	ZONE MODULE, 8 IDC, CLASS B
1	4100-5101	XPS POWER, 3 NACS, 120VAC
1	4100-5115	XPS EXPANSION MODULE, 3 NACS
1	4100-6052	EVENT/POINT REPORTING DACT
1	41002152	INDICATOR ONLY 2BAY GLASS
1	41007905	FACTORY BUILT-MAIN CONFIGURED
	New Material List	
1	2975-9445	2 BAY BB/GDOOR/DRESS PNL PLAT
2	2081-9276	BATTERY 33AH
1	ETHEDROP	ETHERNET-NETWORK COMPATIBLE
1	DPFA	DP FIRE ALARM
3	4090-9008	DUAL RELAY IAM, IDNET
	Sub Install	

**Total net selling price, FOB shipping point, \$9,796.00**

**Comments**

This bid includes shipping and installation of above listed equipment, system programming and a final test by a factory trained representative. Any Fire Marshal upgrades are not included. Painting, patching, troubleshooting or repairs to to pre-existing conditions are not included. Tax is not included- tax exempt status is assumed. Permit fees are included.

SimplexGrinnell will provide and install 1 new 4100es fire alarm panel to replace existing 4020 fire alarm panel. all existing field devices and wiring are to remain. New panel will be recessed in wall at location of existing panel.

**THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.**  
Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



Project: Le Sueur Co Court. Panel Upgra  
Customer Reference: Lesueur County Courthouse -  
SimplexGrinnell Reference: 337445935  
Date: 04/25/2016  
Page 2 of 5

## SimplexGrinnell Quotation

### Comments (continued)

This proposal is valid for 30 days.

For any questions or concerns please contact:

Justin Vandeputte

Cell:952-412-5302

Office:763-367-5606

Fax:763-367-5002

jvandeputte@simplexgrinnell.com

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America

**TERMS AND CONDITIONS**

**1. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**8. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.

- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

**9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America

**SALE AND INSTALLATION AGREEMENT**

(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**13. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**23. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



**SALE AND INSTALLATION AGREEMENT**

(continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

**25. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**26. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**27. Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**29. Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

**30. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**31. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**34. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.simplexgrinnell.com](http://www.simplexgrinnell.com) or contact your local SimplexGrinnell office.

(Rev. 10/08)

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**IMPORTANT NOTICE TO CUSTOMER**

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

<p>Offered By: SimplexGrinnell LP License#:</p> <p>5400 Nathan Ln N Ste 100 PLYMOUTH, MN 55442-1953</p> <p>Telephone: (763) 367 5000</p> <p>Representative: _____</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>P.O.#: _____ Date: _____</p>
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Fire, Security, Communications, Sales & Service  
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# **Le Sueur County, MN**

**Tuesday, May 3, 2016**

**Board Meeting**

## **Item 8**

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

**Staff Contact:**



## Human Resources

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

### **HUMAN RESOURCES AGENDA ITEMS May 3, 2016**

Recommendation to set the 2016 salaries, pursuant to Minnesota Statute 386.015, for the following Le Sueur County elected officials:

County Sheriff -	\$105,323.40
County Auditor/Treasurer –	\$ 95,011.64
County Attorney –	\$ 96,354.80
County Recorder –	\$ 68,319.89

Recommendation to grant regular status to Cari Krenik, full time Team Lead Social Worker in Human Services, effective May 2, 2016. Cari has completed the six-month trial period.

Recommendation to hire Jennifer Wetzel as a full time Administrative Assistant II in the Attorney's Office, as a Grade 4, Step 1 at \$15.58 per hour, effective May 4, 2016.

Recommendation to accept the resignation of Kele Lukes, full time Jailer/Dispatcher in the Sheriff's Office, effective May 10, 2016.

Recommendation to post and advertise for a full time Jailer/Dispatcher in the Sheriff's Office as a Grade 6, Step 1 at \$17.50 per hour.

Recommendation to promote Laurie Appel to a full time Lead Eligibility Worker in Human Services, as a Grade 7, Step 10 at \$25.44 per hour, effective May 16, 2016.

Recommendation to post and request the merit list for a full time Eligibility Worker in Human Services, as a Grade 6, Step 1 at \$17.50 per hour

*Equal Opportunity Employer*



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# **Le Sueur County, MN**

**Tuesday, May 3, 2016**

**Board Meeting**

## **Item 9**

**10:20 a.m. Darrell Pettis, County Administrator/Engineer**

*RE: Le Sueur County HRA Board Appointment*

*RE: Transit*

*RE: TH 13 Agreement*

*RE: Lake Washington Outlet Structure*

*RE: JD #1 Repair Request*

*RE: MAXIMUS Contract*

**Staff Contact:**



District 7

2151 Bassett Drive  
Mankato, MN 56001-6888

Office Tel:(507) 304-6100

Fax:(507) 304-6119

April 22 2016

To: Darrell Pettis  
Le Sueur County Engineer  
88 South Park Avenue  
Le Center, MN. 56057

Subject: Proposed Detour Agreement No. 1003195  
Le Sueur County  
S.P. 4001-47 (T.H. 13 =013)  
State cost compensation for road life  
consumed by the T.H. 14 detour

Dear Mr. Pettis:

Transmitted herewith in duplicate is a proposed agreement with Le Sueur County. This agreement provides for payment by the State to the County for road life consumed on County State Aid Highway No. 3 and No. 8 which will be used as a Temporary Trunk Highway No. 13 detour.

Kindly present this agreement to the Board of County Commissioners for their approval and execution that includes original signatures of the County Board authorized officers on all copies of the agreement. Also required are two original copies of a resolution passed by the County Board authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed. A third copy of the agreement is provided for your use until you receive a "fully executed" copy.

It is requested that the executed agreement and resolutions (two originals of each) be returned to me. A copy will be returned to the County when fully executed.

Sincerely,

Craig Felber  
District 7 Detour Agreement Coordinator

Enc. Proposed Agreement (2)  
Suggested Resolution (2)

cc: Maryanne Kelly-Sonnek – M.S. 682  
File

An Equal Opportunity Employer



**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
LE SUEUR COUNTY  
DETOUR AGREEMENT**

**For Trunk Highway No. 13 Detour**

<b>State Project Number (S.P.):</b> <u>4001-47</u>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number (T.H.):</b> <u>13=013</u>	<b><u>\$2,904.09</u></b>

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Le Sueur County acting through its Board of Commissioners ("County").

**Recitals**

1. The State is about to perform roadway and slope repair upon, along and adjacent to Trunk Highway No. 13, approximately 0.7 miles south of Trunk Highway 99, under State Project No. 4001-47 (T.H. 13=13); and
2. The State requires a detour to carry Trunk Highway No. 13 traffic on County State Aid Highway No. (C.S.A.H.) 3 and No. 8 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement**

- 1.1 Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary trunk highway detour to the County, and pays for the detour compensation.

**2. Agreement between the Parties**

**2.1 Detour**

- A. Location.** The State will establish the T.H. 13 detour route on the following County roads as detailed in the project plans or Special Provisions:  
Stage 1: C.S.A.H. 3 and C.S.A.H. 8 for a total of 7.40 miles.
- B. Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- C. Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- D. Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in

-1-

Detour Agreement without Local Maintenance (Municipal Agreements)

length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.

- E. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

**2.2 Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
- B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

### 3. Payment

**3.1 For Road Life Consumed.** \$2,904.09 is the State's estimated cost for the road life consumed by the detour based on the data below:

	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
Stage 1	0.00513	1700	7.40	45	\$2,904.09
Total Road Life Consumed					<u>\$2,904.09</u>

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

**3.2 Maximum Obligation.** \$10,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

**3.3 Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

### 4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 13 detour to as good of condition as they were before designation as temporary trunk highways.



**5. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**5.1 The State's Authorized Representative will be:**

Name/Title: Craig Felber  
 Address: 2151 Bassett Drive, Mankato, MN 56001  
 Telephone: 507-304-6145  
 E-Mail: craig.felber@state.mn.us

**The County's Authorized Representative will be:**

Name/Title: Darrell Pettis, County Engineer  
 Address: 88 South Park Avenue, Le Center, MN 56057  
 Telephone: 507-357-2251  
 E-Mail: dpettis@co.le-sueur.mn.us

**6. Assignment; Amendments; Waiver; Contract Complete**

- 6.1 *Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2 *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3 *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4 *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**7. Liability**

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

**8. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**9. Government Data Practices**

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

**10. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11. Termination; Suspension**

**11.1 *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**11.2 *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**11.3 *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**12. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

## STATE ENCUMBRANCE VERIFICATION

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Purchase Order: 3000294095

**LESUEUR COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## DEPARTMENT OF TRANSPORTATION

Approved:

By:   
(District Engineer)

Date: 4-22-16

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**LE SUEUR COUNTY**

**RESOLUTION**

IT IS RESOLVED that Le Sueur County enter into MnDOT Agreement No. 1003195 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Road No. 3 and County State Aid Road No. 8 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 13, under State Project No. 4001-47 (T.H. 13=013).

IT IS FURTHER RESOLVED that the \_\_\_\_\_ and the \_\_\_\_\_  
(Title)  
\_\_\_\_\_ are authorized to execute the Agreement and any  
(Title)  
amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Le Sueur County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

NOTARY  
STAMP

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)



# BOLTON & MENK, INC.

## Consulting Engineers & Surveyors

1960 Premier Drive • Mankato, MN 56001-5900  
Phone (507) 625-4171 • Fax (507) 625-4177  
www.bolton-menk.com

April 13, 2016

Mr. Darrell Pettis, P.E.  
Le Sueur County Engineer/Administrator  
88 South Park Avenue  
Le Center, MN, 56057

RE: Final Contractor's Pay Estimate  
Lake Washington Outlet Structure  
Le Sueur County, Minnesota  
Project No.: M13.106295

Dear Mr. Pettis:

Enclosed are four signed copies of Change Order No. 1 together with four signed copies of Contractor's Pay Estimate No. 2-Final for the completion of all work on the Lake Washington Outlet Structure. The Change Order documents the approved change from turf restoration to aggregate pathway as discussed last December.

Please note that the appropriate tax withholding forms are attached to each Pay Estimate. Also, the Contractor's surety has signed each estimate acknowledging final payment.

Please review these documents to be assured of complete satisfaction. If everything is in order, please include this Final Contractor's pay request with your normal accounts payable documents for County Board approval.

If approved, please secure the appropriate signature on each of the estimates, forward one copy to the Contractor with the payment, and return one copy to our office for our files. The final two copies are for your records.

If you have any questions, please feel free to call.

Sincerely,  
BOLTON & MENK, INC.

William R. Douglass, P.E.  
Principal  
Water Resources Group Manager  
Ph: (507) 625-4171, Ext. 2049  
WRD/wrd

Enclosure

cc: Larry Venjohn, Lake Washington Association  
Bruce Klugherz, Lake Washington Association

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*DESIGNING FOR A BETTER TOMORROW*  
Bolton & Menk is an equal opportunity employer




CONTRACTOR'S FINAL PAY REQUEST	
LAKE WASHINGTON OUTLET STRUCTURE	
LAKE WASHINGTON IMPROVEMENT ASSOCIATION	
LE SUEUR COUNTY, MN	
BMI PROJECT NO. M13.106295	
DISTRIBUTION:	
CONTRACTOR (1)	
OWNER (1)	
ENGINEER (1)	
BONDING CO. (1)	
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$116,916.00
TOTAL, COMPLETED WORK TO DATE	\$93,420.43
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$93,420.43
RETAINAGE	
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$93,420.43
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$88,179.41
PAY CONTRACTOR AS ESTIMATE NO. 2-Final	\$5,241.02

**Certificate for Final Payment**

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Dirt Merchant, Inc.  
3301 Third Avenue  
Mankato, MN 56001

By  President  
Name BRYAN BODE Title PRESIDENT

Date April 5, 2016


The Travelers Casualty and Surety Company of America

Approved 

Contractor's Surety John E. Tauer, Attorney-in-Fact

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., ENGINEERS, 1960 PREMIER DRIVE, MANKATO, MN.

By , PRINCIPAL  
William R. Douglass, P.E.

Date 4-13-16

APPROVED FOR PAYMENT:

OWNER: Le Sueur County, MN

By \_\_\_\_\_  
Name Title Date

And \_\_\_\_\_  
Name Title Date



**TRAVELERS** **POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229381

Certificate No. 006676180

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John E. Tauer, Linda K. French, R. W. Frank, Craig Remick, Rachel Thomas, Nicole Stillings, Joshua R. Loftis, Brian J. Oestreich, Sandra M. Doze, Jerome T. Ouimet, D. R. Dougherty, Jack Cedarleaf II, Kurt C. Lundblad, Melinda C. Blodgett, R. C. Bowman, R. Scott Egginton, Ted R. Jorgensen, Emily Keiser, and Lin Ulven

of the City of Minneapolis, State of Minnesota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

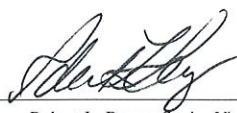
**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of March, 2016.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the 2nd day of March, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



  
 Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

# Final Pay Estimate No.:

2-Final

LAKE WASHINGTON OUTLET STRUCTURE  
LAKE WASHINGTON IMPROVEMENT ASSOCIATION  
LE SUEUR COUNTY, MN  
BMI PROJECT NO. M13.106295

WORK COMPLETED THROUGH March 18, 2016

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$13,850.00	1 LS	\$13,850.00	1 LS	\$13,850.00	1 LS	\$13,850.00
2	REMOVE MISCELLANEOUS CONCRETE	\$3,800.00	1 LS	\$3,800.00	1 LS	\$3,800.00	1 LS	\$3,800.00
3	CLEAR AND GRUB TREE	\$150.00	18 EA	\$2,700.00	19 EA	\$2,850.00	19 EA	\$2,850.00
4	DEWATERING	\$7,500.00	1 LS	\$7,500.00	1 LS	\$7,500.00	1 LS	\$7,500.00
5	TOPSOIL BORROW	\$40.50	10 CY	\$405.00	15 CY	\$607.50	15 CY	\$607.50
6	COMMON EXCAVATION	\$20.75	420 CY	\$8,715.00	270 CY	\$5,602.50	270 CY	\$5,602.50
7	REINFORCED CONCRETE OUTLET STRUCTURE	\$40,400.00	1 LS	\$40,400.00	1 LS	\$40,400.00	1 LS	\$40,400.00
8	VINYL SHEET PILING	\$40.00	228 SF	\$9,120.00	228 SF	\$9,120.00	228 SF	\$9,120.00
9	STABILIZING AGGREGATE (C.V.)	\$47.95	10 CY	\$479.50	0 CY	\$0.00	0 CY	\$0.00
10	SUBGRADE EXCAVATION	\$58.75	10 CY	\$587.50	0 CY	\$0.00	0 CY	\$0.00
11	RIP RAP CLASS IV, MODIFIED	\$39.95	620 TON	\$24,769.00	177.48 TON	\$7,090.33	177.48 TON	\$7,090.33
12	CATEGORY 3 EROSION CONTROL BLANKET	\$2.30	370 SY	\$851.00	387 SY	\$890.10	387 SY	\$890.10
13	GEOTEXTILE EROSION CONTROL MAT	\$7.50	80 SY	\$600.00	48 SY	\$360.00	48 SY	\$360.00
14	SILT FENCE - HEAVY DUTY	\$3.00	173 LF	\$519.00	0 LF	\$0.00	0 LF	\$0.00
15	TEMPORARY SEEDING, MIX No. 21-113	\$32.50	12 MSF	\$390.00	0 MSF	\$0.00	0 MSF	\$0.00
16	SEEDING, MIX No. 33-261 (NATURAL & STREAM BANK AREAS)	\$150.00	10 MSF	\$1,500.00	5 MSF	\$750.00	5 MSF	\$750.00
17	SEEDING, MIX No. 25-151 (PARK LAWN AREAS)	\$65.00	2 MSF	\$130.00	0 MSF	\$0.00	0 MSF	\$0.00
CHANGE ORDER NO. 1								
1	EXTEND EXISTING AGGREGATE PATH	\$600.00	1 LS	\$600.00	LS	\$0.00	1 LS	\$600.00
TOTAL AMOUNT PLUS CHANGE ORDER NO. 1:				\$116,916.00	\$92,820.43		\$93,420.43	

## MINNESOTA - REVENUE

### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number: 0-196-553-792  
Submitted Date and Time: 30-Mar-2016 3:51:26 PM  
Legal Name: DIRT MERCHANT INC  
Federal Employer ID: 81-0608299  
User Who Submitted: BJB1976  
Type of Request Submitted: Contractor Affidavit

#### Affidavit Summary

Affidavit Number: 1634549760  
Minnesota ID: 6465612  
Project Owner: LE SUEUR COUNTY  
Project Number: M13.106295  
Project Begin Date: 01-Nov-2014  
Project End Date: 31-Dec-2014  
Project Location: LAKE WASHINGTON OUTLET  
Project Amount: \$116,916.00

#### Subcontractor Summary

Name	ID	Affidavit Number
EVERGREEN LAWN SERVICE	9938884	1038958592
EVENSON CONCRETE SYSTEMS INC	6862005	1361018880

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

## MINNESOTA REVENUE

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

## Confirmation Summary

Confirmation Number: 0-872-790-400  
 Submitted Date and Time: 30-Jan-2015 11:19:04 AM  
 Legal Name: EVENSON CONCRETE SYSTEMS INC  
 Federal Employer ID: 20-0702217  
 User Who Submitted: abdotaxes  
 Type of Request Submitted: Contractor Affidavit

## Affidavit Summary

Affidavit Number: 1361018880  
 Account Number: 6862005  
 Project Owner: LE SUEUR COUNTY  
 Project Number: M13.106295  
 Project Begin Date: 27-Oct-2014  
 Project End Date: 31-Oct-2014  
 Project Location: LAKE WASHINGTON OUTLET STRUCTURE, MADISON LAKE, MN  
 Project Amount: \$21,100.00  
 Subcontractors: No Subcontractors

## Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

## Contact Us

If you need further assistance, contact our Withholding Tax Division at (Metro Area) 651-282-9999, (Greater Minnesota) 800-657-3594, or (email) [Withholding.tax@state.mn.us](mailto:Withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

## How to View and Print this Request

You can see copies of your requests by going to the History Tab.

Please print this page for your records using the print or save functionality built into your browser.

[https://www.mndor.state.mn.us/tp/eservices/Retrieve/0/b-/Cs2vYscWc2O7zJ\\_7v\\_cEmw...](https://www.mndor.state.mn.us/tp/eservices/Retrieve/0/b-/Cs2vYscWc2O7zJ_7v_cEmw...) 1/30/2015

**MINNESOTA • REVENUE****Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

Confirmation Number: 1-664-246-656  
Submitted Date and Time: 28-May-2015 3:46:55 PM  
Legal Name: EVERGREEN LAWN SERVICE  
Federal Employer ID: 26-4761369  
User Who Submitted: evergreen co  
Type of Request Submitted: Contractor Affidavit

**Affidavit Summary**

Affidavit Number: 1038958592  
Account Number: 9938884  
Project Owner: LE SUEUR CO  
Project Number: LK WASHINGTON OUTLET  
Project Begin Date: 01-Sep-2014  
Project End Date: 30-Nov-2014  
Project Location: LK WASHINGTON  
Project Amount: \$3,240.00  
Subcontractors: No Subcontractors

**Important Messages**

A copy of this page must be provided to the contractor or government agency that hired you.

**Contact Us**

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [Withholding.tax@state.mn.us](mailto:Withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this confirmation page](#) for your records using the print or save functionality built into your browser.

[https://www.mndor.state.mn.us/tp/eservices/\\_/Retrieve/0/b-/CviCPDP0iK\\_9EWuNOGzQc...](https://www.mndor.state.mn.us/tp/eservices/_/Retrieve/0/b-/CviCPDP0iK_9EWuNOGzQc...) 5/28/2015

## REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # JD #1 located in Section 3 Tyrone township.

Signed

X Val Miller

Address/Phone #

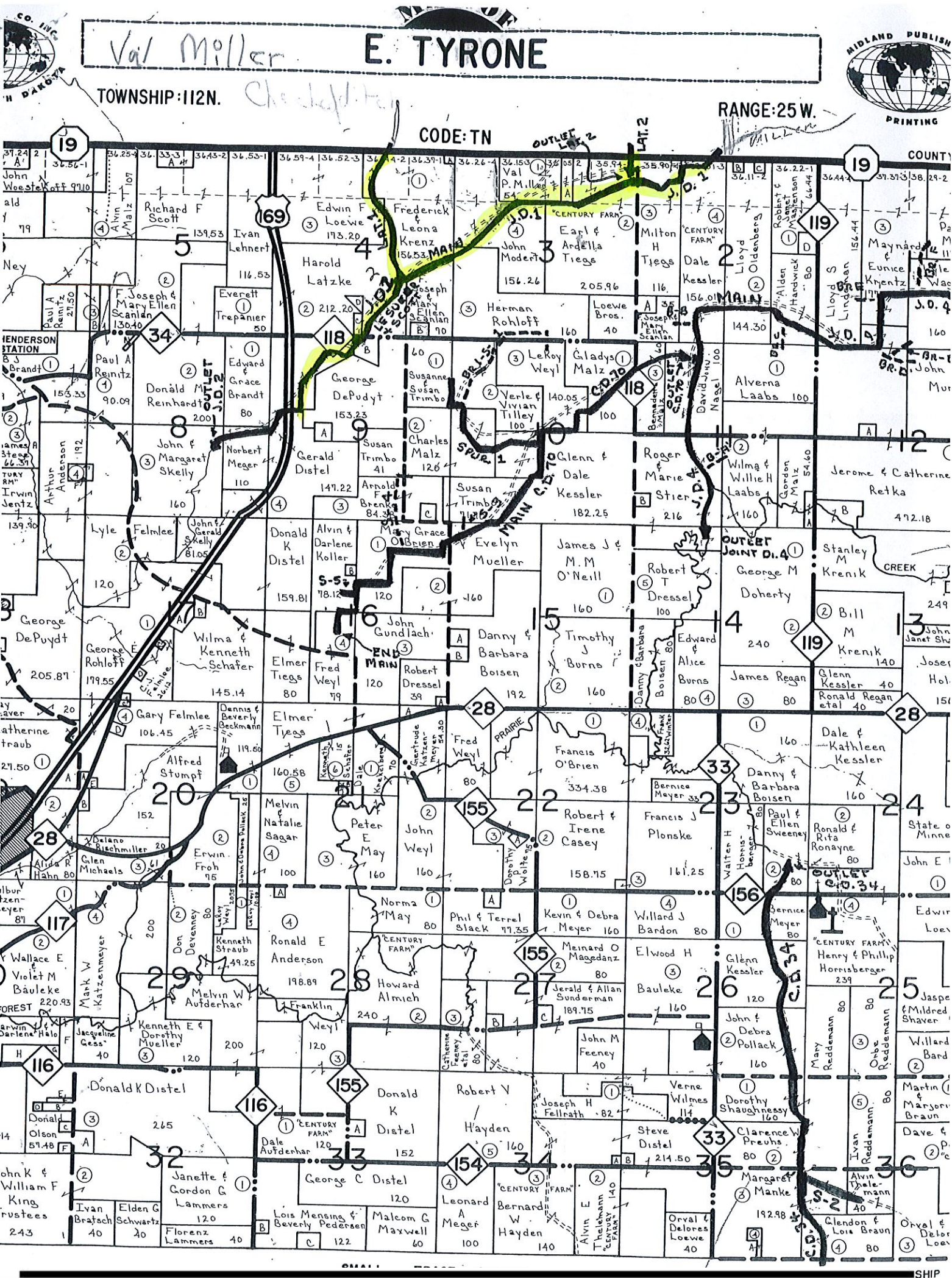
X 14571 W. 280<sup>th</sup> St Belle Plaine  
507 665-2881

Date: 3-24-16

Description of problem: needs cleaning plugged

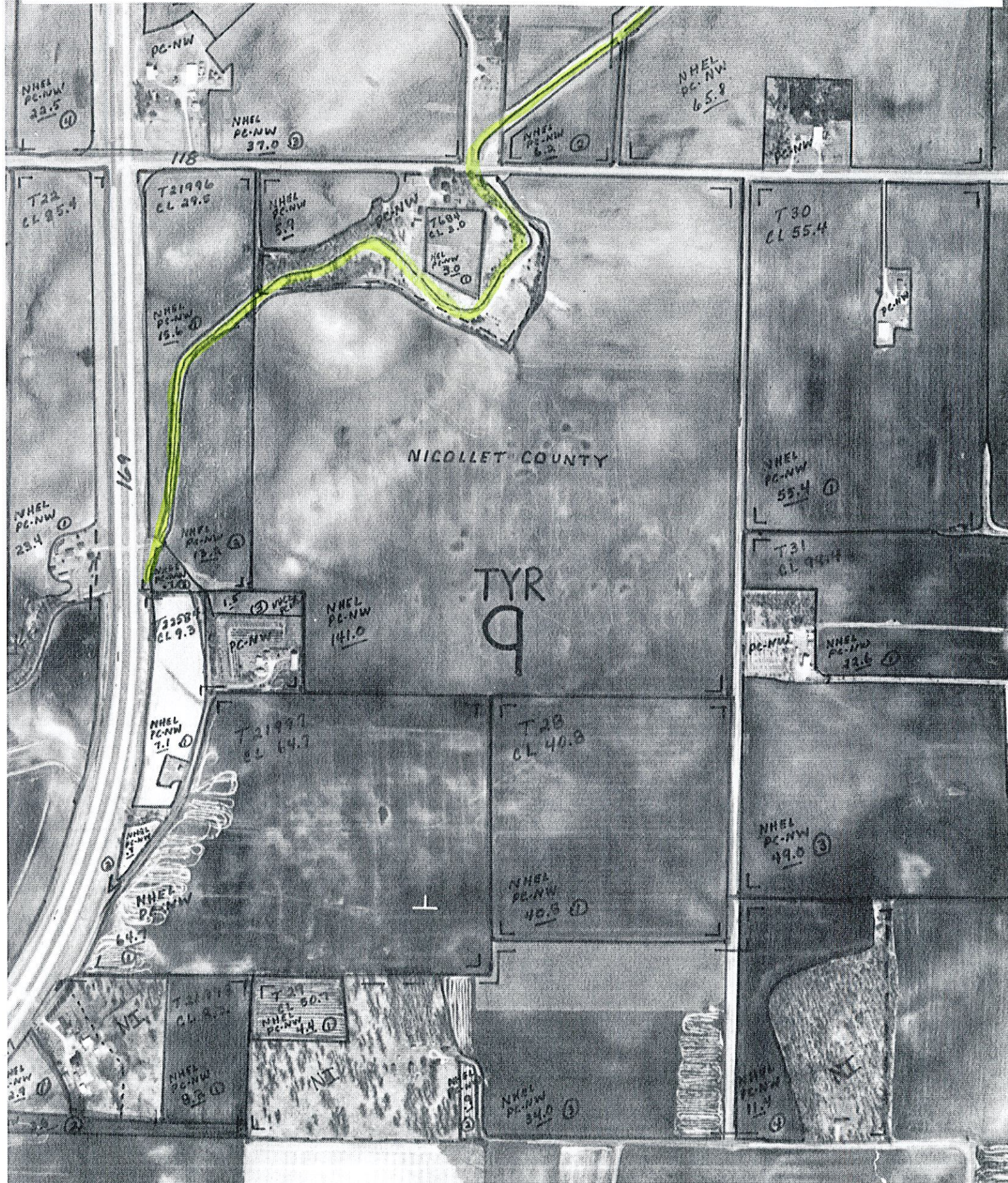
Needs to be cleaned  
Roger Rahlund  
4-19-16





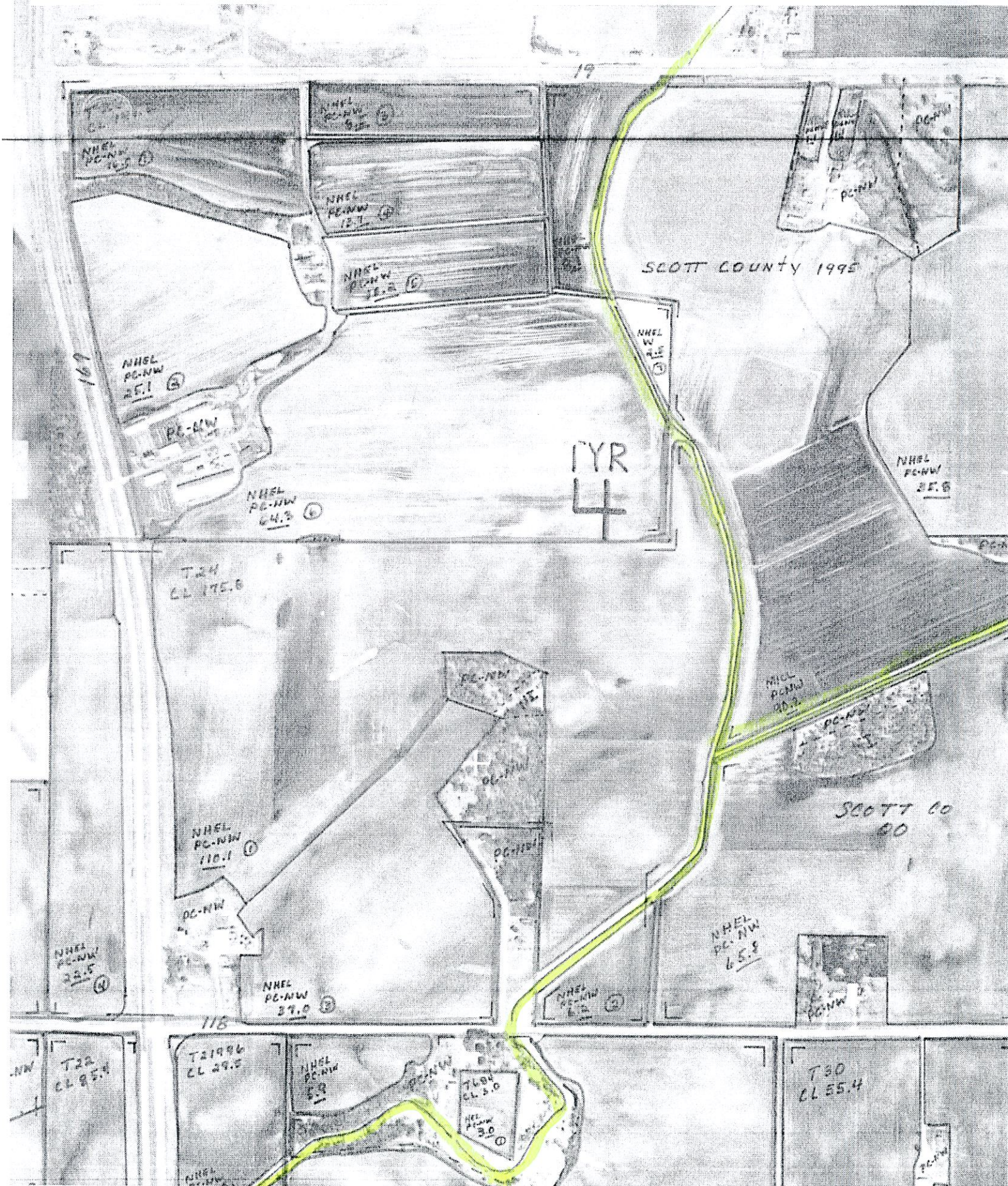


T=Tract Number W=Wetland FW=Farmed Wetland NW=Non-Wetland	MT=Multiple Tract Number CW=Converted Wetland NA=Non-Agricultural AW=Artificial Wetland	HEL=Highly Erodible Land NHEL=Non-Highly Erodible PC=Prior Converted Wetland ECW=Exempt (Commenced) CW	MW=Minimal Effect Wetland (Exempt) MWC, MWM, MWR=See SWCD NC=Non-cropland NI=Non-inventoried
COUNTY LE SUEUR	NOT TO SCALE	REPRODUCED 2001	CROP YEAR 2001
			PHOTO NO 02



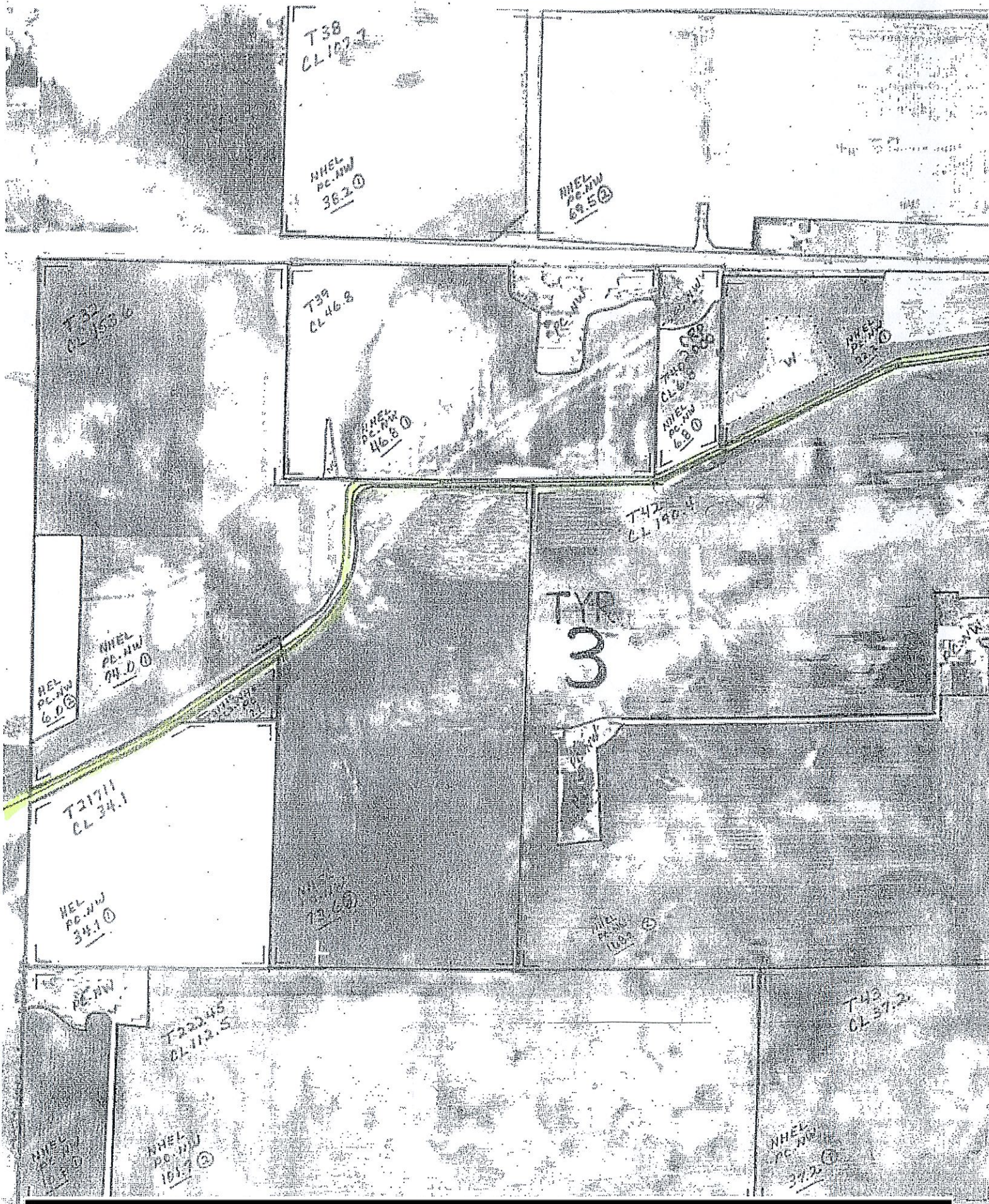


T=Tract Number W=Wetland FW=Forest Wetland NWI=Non Wetland	MH=Marine/Thalassian CW=Culverted Wetland NA=Non Agricultural AW=Artificial Wetland	HLE=Highly Eroded Land HLEH=Non-Highly Eroded PC=Partially Culverted Wetland ECW=Exempt/Commenced CW		MW=Minimal Effect Wetland (Suisun) MWQ, MWM, MWK=See SWCD NC=Non-Cropland N=Non-Inventoried
COUNTY LE SUEUR	NOT TO SCALE	REPRODUCED 2001	CROP YEAR 2001	PHOTO NO 02





W=Wetland FW=Farmed Wetland NW=Non-Wetland	CW=Conserved Wetland NA=Non-Agricultural AW=Artificial Wetland	NHE=Non-Highly Erodible PC=Prior Converted Wetland ECW=Exempt (Commercial) CW	MWC, MWM, MWR=See SWCD NC=Non-cropland NI=Non-inventoried
COUNTY LE SUEUR	NOT TO SCALE	REPRODUCED 2001	CROP YEAR 2001
			PHOTO NO E2-L





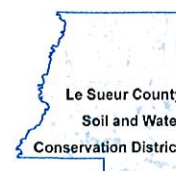
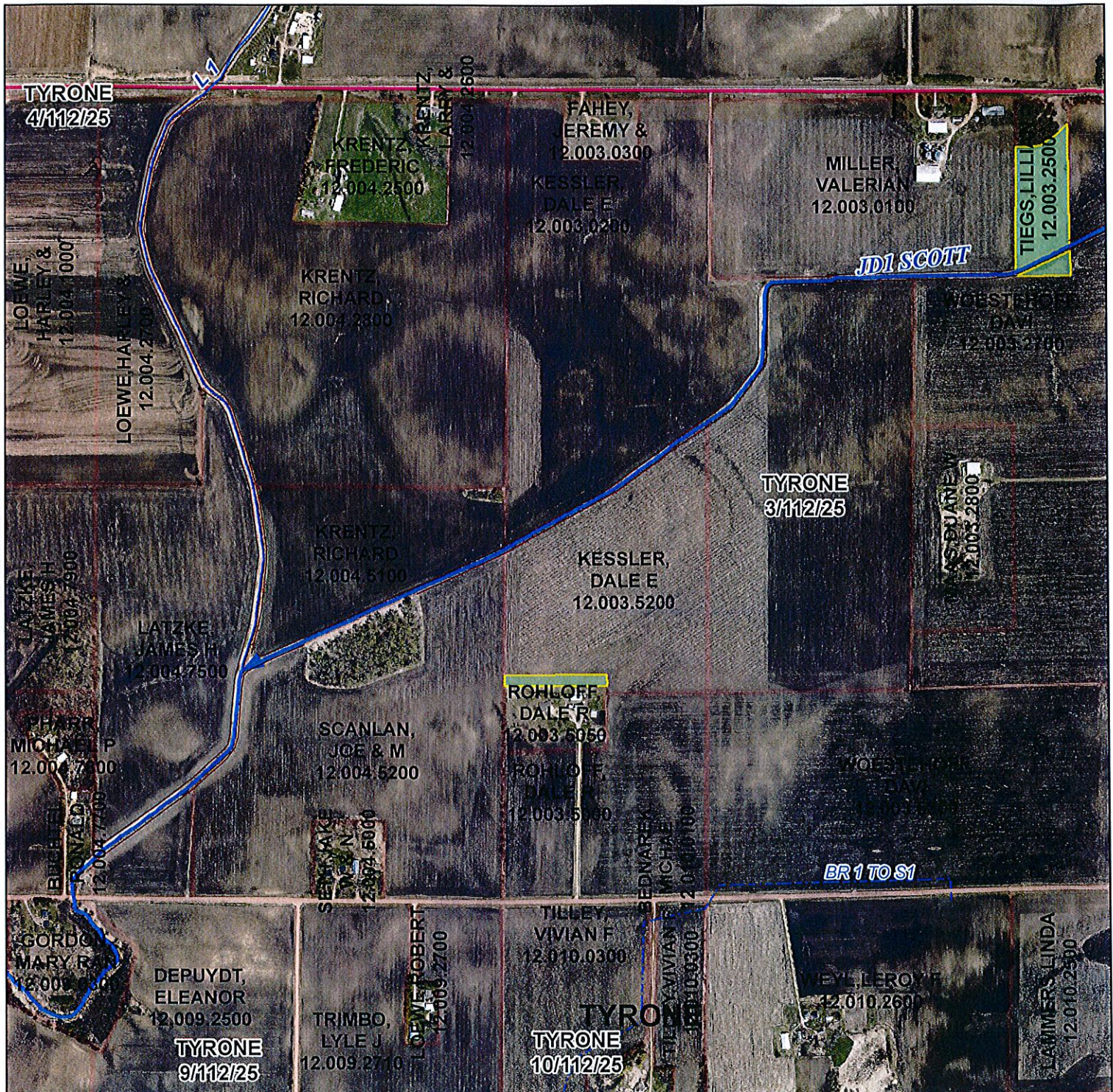


JD 1

Val Miller request for clean out.

Le Sueur Soil and Water Conservation District  
Township & Section: Tyrone 4

Date: 4/18/2016  
Assisted By: Joe Jirik



Le Sueur County Soil & Water Conservation District

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





March 4, 2016

Ms. Carol Blaschko  
Le Sueur County MN  
88 South Park Avenue  
Le Center, MN 56057

Dear Ms. Blaschko:

MAXIMUS Consulting Services, Inc. is pleased to submit the attached contract. You may return the contract by e-mail or USPS. Instructions for both are provided below.

**E-mail Return**

Scan the signed contract to [FSC-Operations@MAXIMUS.com](mailto:FSC-Operations@MAXIMUS.com). We will return a fully executed scan to the e-mail address from which it was received or an alternate provided by the County.

**USPS Return**

If you require an original hard copy of the fully executed contract, sign and return via regular mail to:

MAXIMUS Consulting Services, Inc.  
Shared Services Center  
CONTRACTS  
808 Moorefield Park Drive, Suite 205  
Richmond, VA 23236

MAXIMUS will return the document to the address noted in the contract unless otherwise instructed. Please provide a contact name to receive the package.

We look forward to continuing our work with Le Sueur County.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Holmes".

Michael Holmes  
Vice President  
MAXIMUS Consulting Services, Inc.

MH/sg

Attachment - Contract

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT (this "Agreement") is entered into by and between MAXIMUS Consulting Services, Inc. ("Consultant"), and Le Sueur County, Minnesota ("Client"). In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the "Services"), in a professional and workmanlike manner consistent with the typical standards of the industry.
2. Term. This Agreement shall commence on April 1, 2016 ("Effective Date") and shall remain in effect until March 31, 2019, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs first. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.
3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.
4. Termination
  - a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
  - b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days' prior written notice to the other. In the event Client terminates this Agreement, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
  - c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days' prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or

agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.

7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.
8. Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000.
9. Indemnification. To the extent allowed by law, Consultant shall defend, indemnify and hold harmless the Client from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorneys' fees) to the extent proximately caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Client, its employees, consultants, or agents or any third party.
10. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$14,400.00.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the Services specified in this Agreement.

11. Consultant Liability if Audited. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
12. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

MAXIMUS Professional Consulting Services Agreement – last updated October 15, 2015

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Le Sueur County, Minnesota  
88 South Park Avenue  
Le Center, MN 56057

MAXIMUS Consulting Services, Inc.  
808 Moorefield Park Drive, Suite 205  
Richmond, VA 23236  
804.323.3535  
[fsc-operations@maximus.com](mailto:fsc-operations@maximus.com)

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.

13. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.

14. Miscellaneous.

- a. If Consultant is requested or authorized by Client, or is required by government regulation, a regulatory agency, subpoena, or other legal process, to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder, Client will reimburse Consultant without limitation for all Consultant time and expenses, including, but not limited to, attorneys' fees, court costs and travel expenses, incurred in responding to such requests whether incurred by Consultant employees, consultants, contractors or agents. The foregoing does not diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under the Description of Services contained in Exhibit A.
- b. Consultant specifically disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose.
- c. Consultant reserves the right to subcontract the Services. Consultant agrees to notify Client in writing of any such subcontracts.
- d. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
- e. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and its employees are not to be considered agents or employees of Client for any purpose.
- f. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- g. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- h. This Agreement and any additional or supplementary document or documents incorporated by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

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- i. Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- j. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- k. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

**Le Sueur County, Minnesota**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MAXIMUS Consulting Services, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT A**  
**Scope of Services**  
**MN CO Le Sueur 2015-2017**

1. **Development of a Central Services Cost Allocation Plan.** The Consultant shall prepare on behalf of the Client a central services cost allocation plan which identifies the various cost incurred by the Client to support and administer Federal programs. The plan will contain a determination of allowable cost of providing each supporting service, such as accounting, legal counsel, data processing, etc. The cost allocation plan will be based on the Client's actual year-end financial data for the years 2015, 2016 and 2017 and will be prepared in 2016, 2017 and 2018.
2. **Plan Contents, Consulting Staffing and Client Participation.** Each plan will contain a determination of the allowable costs of providing each supporting service, such as: purchasing, personnel, disbursement processing etc. Consultant staff will analyze all data required, perform all cost allocation calculations and complete the cost allocation plan in a form ready for submission for Federal and State approval. Client personnel involvement will be limited to locating and providing access to accounting and payroll records, answering questions to enable the Consultant to appropriately interpret Client records, and participation in brief interviews by selected personnel to enable Consultant to determine appropriate allocation of costs across Client programs.
3. **Negotiation.** Negotiation of the completed cost allocation plan with the appropriate Federal and State representatives that may be required.
4. **Instruction and Monitoring.** Consultant shall instruct Client personnel in preparing the claims to the State and other appropriate sources for recovery of funds due the Client. Consultant will monitor the progress of Client claims to insure the Client receives recoveries due.

**EXHIBIT B**  
**Compensation**  
**MN CO Le Sueur 2015-2017**

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Fourteen Thousand Four Hundred Dollars (\$14,400.00) which shall include reimbursement for expenses incurred. Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date

Payment of the annual fee shall be made in one installment due upon delivery of the final report to Client.

Actual Fiscal Year Data 2015	\$4,800.00
Actual Fiscal Year Data 2016	\$4,800.00
Actual Fiscal Year Data 2017	\$4,800.00



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# **Le Sueur County, MN**

**Tuesday, May 3, 2016**

**Board Meeting**

## **Item 10**

### **Future Meetings**

**Staff Contact:**

## Future Meetings, May - June 2016

May 3, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*CHB Meeting and Videoconference, 12:00 p.m. at the Le Center EOC Building</b>
May 10, 2016	No Board Meeting
May 12, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
May 17, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*West Jefferson Public Hearing, 10:00 a.m.</b>
May 19, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
May 24, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*Public Hearing, 10:00 a.m.</b> <b>County Ditches #16, 18, 19, 22, 34, 45, 46, 51, 52, 53</b>
May 30, 2016	Offices Closed - Memorial Day
May 31, 2016	No Board Meeting
June 1, 2016	AMC District 7 Spring Meeting *8:00 a.m. at The Woods in St. Peter
June 7, 2016	<b>Board Meeting, 9:00 a.m.</b>
June 9, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
June 14, 2016	No Board Meeting

June 15, 2016                    **Board of Appeal and Equalization, 6:30 p.m.**  
  \*Wednesday evening

June 16, 2016                    Board of Adjustment Meeting, 3:00 p.m.  
  Environmental Services Building

June 21, 2016                    **Board Meeting, 9:00 a.m.**

June 28, 2016                    **Board Meeting, 9:00 a.m.**  
  \*10:00 a.m. Reconvene Board of Appeal and  
  Equalization