



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
October 18, 2016**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: October 4, 2016 Minutes and Summary Minutes
RE: Liquor Licenses

2. **9:05 a.m. Claims (5 min)**

3. **9:10 a.m. Sue Rynda, Human Services (35 min)**

4. **9:45 a.m. Cindy Shaughnessy, Public Health (10 minutes)**
RE: Presentation of MN Breastfeeding Friendly Health Department Award by
MDH staff

5. **9:55 a.m. Jeff Neisen, MIS (10 min)**
RE: VMWare Software License Upgrade

6. **10:05 a.m. Pam Simonette, Auditor-Treasurer (5 min)**
RE: Farm Lease

7. **10:10 a.m. Vicki Walechka (5 min)**
RE: Victim Services Grant Agreement

8. **10:05 a.m. Darrell Pettis, County Administrator / Engineer**
RE: MCIT
RE: CD #18 Order Amending Viewer Appointments
RE: CD #63 Order Amending Viewer Appointments
RE: November 5, 2016 West Jefferson Informational Meeting

RE: November 15, 2016 West Jefferson Public Hearing?
RE: Le Sueur Shop
RE: 60 mph Speed Limit

9. **11:00 a.m. FRST Ordinance Public Hearing (30 min)**

10. **Future Meetings**



Le Sueur County, MN

Tuesday, October 18, 2016

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: October 4, 2016 Minutes and Summary Minutes

RE: Liquor Licenses

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting October 4, 2016

The Le Sueur County Board of Commissioners met in regular session on Tuesday, October 4, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlfling, Lance Wetzel and Joe Connolly. Darrell Pettis and Brent Christian were also present.

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

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

- Approved the September 27, 2016 County Board Minutes and Summary Minutes
- Approved Liquor Licenses for Hobber's Hwy 99 Bar & Grill, Le Sueur Country Club, Traxler's Hunting Preserve, Next Chapter Winery, Caribou Gun Club

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

Soc Serv:	\$ 92,426.34
Financial:	\$ \$20,630.52

Jennifer Letts appeared before the Board to discuss a Designated Predatory Offender Residency Restrictions Ordinance.

On motion by Wetzel, seconded by Rohlfling and unanimously approved, the Board approved to set a public hearing date of November 1, 2016 at 10:00 a.m. on a proposed ordinance.

Jim McMillen, Maintenance and Jeff Neisen, IT appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the quote from Technical Solutions in the amount of \$5,439 for the purchase of Infinias Access Pro software and license upgrades of the door controllers.

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

On motion by Rohlfling, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to grant regular status to Amber Lazzari, full time Social Worker in Human Services, effective October 1, 2016. Amber has completed the six-month probationary period.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to promote Jeff Neisen from temporary to permanent Information Technology

Director effective today, Tuesday October 4, 2016, grade 14, step 9 at \$36.95 per hour. Jeff has been a Le Sueur County employee since January 2005.

The Network Administrator position vacated by Jeff Neisen will not be filled at this time. When the Information Technology Director determines what is needed, we will come to the board with the request.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the recommendation to request permission to request from employees donation of vacation or comp time to Employee #1656.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign a West Jefferson Professional Services Agreement between Bolton & Menk and Le Sueur County.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign the following CVSO Grant Agreement and Resolution:

BE IT RESOLVED by Le Sueur County that the County enter into a Grant Contract with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following program: County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Laws 2013 Chapter 142 Article 4. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by Le Sueur County that James Goltart, the Director , Veterans Service, be authorized to execute the Grant Contract for the above mentioned program on behalf of the County.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the purchase of a hydraulic hose machine and related inventory with a \$6,500 limit.

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

Warrant #	Vendor Name	Amount
42468	Allied Overhead Door Inc.	\$ 5,520.00
42474	Bolton & Menk Inc.	\$ 13,697.50
42484	Contech Engineered Solutions LLC	\$ 11,509.78
42492	Genesis	\$ 5,248.71
42496	Hackett Construction LLC	\$ 2,359.00

42502	ITsavvy LLC	\$ 2,258.00
42510	Le Sueur Co Recorder	\$ 2,812.46
42515	MN Counties Computers Coop	\$ 9,725.62
42520	North Central International	\$ 3,530.17
42521	Nuss Truck & Equipment	\$ 2,682.50
42531	Reedsburg Hardware Co	\$ 2,375.00
42532	Regents of the University of MN	\$ 28,284.75
42538	S.E.H. Inc.	\$ 29,826.54
42539	Selly Excavating Inc.	\$ 4,127.50
42541	S.M.C. Co. Inc.	\$ 7,367.67
42550	Tire Associates Inc.	\$ 7,750.98
42553	Traxler Construction Inc.	\$ 14,369.96
42557	Vision Solutions Inc.	\$ 4,000.00
42559	Waseca Co Sheriff's Dept	\$ 2,160.00
42560	Waterville Lakes Assoc.	\$ 2,080.00
42564	WW Blacktopping Inc.	\$ 2,392.50
78 Claims paid less than \$2,000.00:		\$ 29,359.45
21 Claims paid more than \$2,000.00:		\$164,078.64
99 Total all claims paid:		\$193,438.09

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, October 18, 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, October 4, 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.

- Approved the agenda. (Connolly-Wetzel)
- Approved the consent agenda: (Rohlfing-Gliszinski)
- The following cases and claims were approved: Soc Serv: \$ 92,426.34 and Financial: \$ 20,630.52 (Gliszinski-Rohlfing)
- Approved to set a public hearing date of November 1, 2016 at 10:00 a.m. on a proposed ordinance. (Wetzel-Rohlfing)
- Approved the purchase of Infinias Access Pro software and license upgrades. (Gliszinski-Connolly)
- Approved to grant regular status to Amber Lazzari. (Rohlfing-Gliszinski)
- Approved to promote Jeff Neisen from temporary to permanent Information Technology Director. (Wetzel-Gliszinski)
- Approved to request employees donation of vacation or comp time to Employee #1656. (Rohlfing-Connolly)
- Approved a West Jefferson Professional Services Agreement between Bolton & Menk and Le Sueur County. (Rohlfing-Connolly)
- Approved a CVSO Grant Agreement and Resolution. (Connolly-Wetzel)
- Approved the purchase of a hydraulic hose machine and related inventory. (Wetzel-Gliszinski)
- The following claims were approved for payment: (Rohlfing-Wetzel)

Warrant #	Vendor Name	Amount
42468	Allied Overhead Door Inc.	\$ 5,520.00
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78 Claims paid less than \$2,000.00:		\$ 29,359.45
21 Claims paid more than \$2,000.00:		\$164,078.64
99 Total all claims paid:		\$193,438.09

● Adjourned until Tuesday, October 18, 2016 at 9:00 a.m. (Connolly-Wetzel)

ATTEST: Le Sueur County Administrator and Le Sueur County Chairman

Lake Front Bar and Grill	On Sale Liquor License, Sunday Lic.
Boondocks Liquor	Off Sale Liquor License
Westwood Marina	
Bar and Grill	On & Off Liquor License, Sunday Lic.
Little Dandy	On Sale Liquor License, Sunday Lic.
Lakeside Supper Club	On Sale Liquor License, Sunday Lic.
Whiskey River Emporium	On Sale Liquor License, Sunday Lic.
Woods Grill and Bar	On Sale Liquor License, Sunday Lic.



Le Sueur County, MN

Tuesday, October 18, 2016

Board Meeting

Item 2

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

Staff Contact:



Le Sueur County, MN

Tuesday, October 18, 2016

Board Meeting

Item 3

9:10 a.m. Sue Rynda, Human Services (35 min)

Staff Contact:

**Human Services Board Agenda
October 18, 2016 @ 9:15 a.m.**

100- INFORMATION/PRESENTATIONS:

- 110 - *Governor's Task Force on Mental Health*

200- CHARTS/GRAPHS:

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

300- BOARD APPROVAL ITEMS:

- 310 - *Brown County Evaluation Center Detox 2017 Contract*
- 320 - *Amendment to the Joint Powers Board Agreement (SCCBI)*
- 330 - *CY 2017-18 Mental Health CSP Grant State Contract*
- 340 - *Commissioner's Warrants*

**BROWN COUNTY EVALUATION CENTER, INC.
DETOX DIVISION**

COUNTY PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is between Brown County Evaluation Center, Inc., 510 North Front Street, New Ulm, Minnesota 56073, hereinafter referred to as the “Contractor” and LeSueur County Human Services, hereinafter referred to as the “Agency.”

1. Term of Agreement

This Agreement shall commence January 1, 2017, and expire December 31, 2017.

2. Member County

To be a member county, LeSueur County, or any other county, will sign this agreement and agree to call Contractor first and use Contractor exclusively as bed space is available in the New Ulm detox facility for all detoxification and evaluation services needed.

3. Eligible Recipients

For the purposes of this Agreement, Eligible Recipients will be only those individuals who meet one or more of the following criteria:

- a. Patients who appear to be intoxicated; or
- b. Patients experiencing physical, mental, spiritual, emotional, or social problems due to withdrawal from alcohol or another drug; or
- c. Patients held under Minnesota Statutes, section 253B.07 Subdivision 6; or
- d. Patients who have been committed under Minnesota Statutes Chapter 253B and are in need of temporary placement; or
- e. Patients being held as Chemically Dependent under Minnesota Statutes, section 253B.05 Subdivision 1 and 2.

4. Services to be Provided

- a. The Contractor will provide detoxification and evaluation services to all LeSueur County Residents that are either self-referred, referred by LeSueur County Human Services, or by LeSueur Law Enforcement. Also, services will be provided to non-LeSueur County residents who are referred to the Contractor by LeSueur County Law Enforcement or LeSueur County Human Services.
- b. The Contractor will provide detoxification and evaluation services to LeSueur County referrals at the New Ulm, Minnesota detox facility.
- c. The Contractor will provide a transport vehicle and transport personnel. This service is contingent on availability of the Contractor’s vehicle. This transportation service is from designated pickup points to the Contractor’s Center.
- d. Contractor shall refer and transfer Eligible Recipients to New Ulm Medical Center, New Ulm, Minnesota for additional treatment as prescribed, needed, or indicated in or by an Eligible Recipient’s acute medical or psychological condition, or when it appears there may be a

danger to an Eligible Recipient because of illness or complications. The responsibility of payment of any medical services if Eligible Recipient has no medical insurance, Medical Assistance, or any other means to pay will be negotiated between the Eligible Recipient and the medical service provider.

- e. Before discharge from the New Ulm detox facility, the Contractor will provide a mental health assessment by a mental health professional for any Eligible Recipient who is admitted with, or develops suicidal ideation while receiving detoxification services. Responsibility for payment of mental health assessment if Eligible Recipient has no medical insurance, Medical Assistance, or any other means to pay will be LeSueur County or referring county.

5. Payment for Services

- A. The Contractor shall provide a monthly billing to the Agency within 15 days after month's end. Following is a rate schedule for detoxification services, medical costs, and transportation services.

1. Detoxification Service Provided at the New Ulm, Minnesota Detox Facility is \$375 per patient per twenty-four-hour period beginning at time of admission. In cases that Brown County Evaluation Center, Inc. has a Provider of Service Agreement, such as Blue Cross and Health Partners, Brown County Evaluation Center, Inc. will follow insurance company's definition of billable days of service. This will take precedence over Brown County Evaluation Center, Inc. definition.
2. Transportation Services
 - a. Contracted Counties – will receive no additional charge for transportation service. In the event a BCEC driver is not available to transport a detox patient, or the driver is unable to respond within one hour of initial notification, BCEC will reimburse a contracted county, or law enforcement agency of a contracted county, for the services of their driver. BCEC will reimburse counties/city a maximum of \$1.41 per mile after receiving a billing statement from the county/city. Billing statement must contain patient's name and date of transport. If BCEC has already started drivers, BCEC will not reimburse the law enforcement transport.
 - b. In the case of a County Agency-referred patient unable to provide him/herself with transportation back to place of residence or to an agreed upon treatment facility, the Agency will be responsible to pay the cost of transportation. Charges will be \$0.64 per mile plus the IRS allowable rate which is currently \$0.54 per mile round trip. (example: currently \$1.18)
 - c. The contractor will bill the Agency for transportation cost incurred when transportation services are requested and later cancelled. This is not applicable when client has been later transferred by law enforcement.
3. Medical Costs
 - a. LeSueur County – no charge for Condition Specific Protocol (standing orders) medications.
 - b. The Agency agrees to pay for services, mental health assessments, materials, or medical supplies that occur above and beyond the usual and customary in provision of detoxification treatment. This includes, but is not limited to, services, supplies, or medications that are medically necessary for an extremely ill or suicidal patient. Costs incurred by Contractor to obtain medically or legally required medical services will be billed to the Agency.

B. Billing

- a. Insured Eligible Recipient: Contractor shall bill recipient's insurance directly for the per diem cost and retain any amounts collected from recipient's insurance as payment for services. A service fee of 12% of the total per diem cost shall be billed directly to the Agency for any recipient requiring insurance processing. Contractor shall submit any amounts not covered by any insurance provider agreement, including recipient co-pays and deductibles, to the Agency within 30 days of receiving the Explanation of Benefits from recipient's insurance provider or Letter of Non-Payment from Contractor. The Agency understands that the per diem cost represents one hundred percent (100%) of the detoxification services cost and the Agency may seek recapture of monies expended on behalf of Eligible Recipients and keep all monies collected from Eligible Recipients. The Contractor will attempt to provide the Agency with all information needed to recapture fees from Eligible Recipients.
 - i. For purposes of this provision, an "Insured Recipient" is a patient who provides proof of current and payable health insurance to Contractor at the time of admission or any time within 4 calendar days from the date of discharge from the facility.
 - ii. Any recipient who has not provided Contractor with proof of current health insurance within 14 calendar days from the date of discharge will be considered an "Uninsured Recipient" and Agency shall be billed the per diem cost as outlined below.
- b. Uninsured Patients: Contractor shall bill Agency the full amount of the per diem rate. The Agency will receive a discount of \$88 per recipient for all amounts paid within 30 days of receipt of the bill. The Agency understand that the per diem cost represents one hundred percent (100%) of the detoxification services cost and the Agency may seek recapture of the per diem rate from Eligible Recipients and keep all monies collected from Eligible Recipients. The Contractor will attempt to provide the Agency with all information needed to recapture the per diem rate from Eligible Recipients.
- c. All payments made for service under this Agreement shall be subject to audit of recipient eligibility, units of service provided, and revenue received by the Contractor for the detoxification services.

6. Agency Access

The Agency or any authorized representative has the right to conduct periodic on-site visits to determine compliance with this Agreement and to evaluate the quality of service provided under this Agreement.

7. Bonding, Indemnity, and Insurance

A. Bonding. The Contractor shall retain at all times during the terms of this Agreement, a Faithful Performance Blanket position Bond for the amount of \$100,000 covering the activities of its personnel authorized to receive or distribute moneys.

B. Indemnity.

- 1. The Contractor agrees that it will indemnify and hold harmless the Agency and its officers and employees against any and all liability, loss, damages, costs, and expenses which result from or are caused by any act or omission of the Contractor, its officers, agents, contractors, or employees in the performance of services provided by this Agreement. The Agency agrees that they will indemnify, hold harmless, and defend the loss, damages,

costs, and expenses which the Contractor may hereby sustain, incur, or be required to pay to the extent said liability, loss, damages, costs, and expenses which result from or are caused by any act or omission of the Agency its officers, agents, contractors, or employees in the performance of services provided by this Agreement.

2. In the event that any action, suit, or proceeding is brought against the Agency upon any matter herein indemnified against, the Agency shall as soon as practicable cause notice in writing thereof to be given to the Contractor by mail addressed to its post office address.

- C. Insurance. The Contractor does further agree that in order to protect itself as well as the Agency under the Indemnity provision hereinabove set forth, it will at all times during the term of this Agreement keep in force a liability insurance policy with the following minimum amounts: \$2,000,000 for property damage sustained by any one person; and \$2,000,000 for total injuries and/or damages arising from any one incidence or occurrence. The Contractor shall also at all times during the term of this Agreement keep in force professional liability insurance with the following amounts: \$2,000,000 each claim/\$3,000,000 aggregate.

8. Confidentiality

The use of disclosure by any party of information concerning an Eligible Recipient in violation of any rule of confidentiality provided for in state laws, federal laws, or HIPAA regulations, or for any purpose not directly connected with the Agency's Contractor's responsibility with respect to the detox services, hereunder is prohibited except on written consent of such Eligible Recipient, the Eligible Recipient's attorney, or Eligible Recipient's responsible parent or guardian.

Member Counties and Non-Member Counties acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the Brown County Evaluation Center identifying or otherwise relating to the patients in the Program ("protected information"), it is fully bound by the provisions of the Federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR, Parts 142, 160, 162 and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law.

9. Assignment

The services to be performed by the Contractor shall not be assigned, subcontracted, sublet, or transferred without the prior written approval of the Agency.

10. Title IV Compliance

For Federal Civil Rights Compliance for Title IV, the Contractor realizes we have a legal obligation to provide language assistance services to all applicants and patients with Limited English Proficiency free of charge and in a timely manner during all hours of operation.

Dated: _____

IN WITNESS WHEREOF, THE Agency and the Contractor have executed this Agreement as of the day and year first above written.

APPROVED AS TO FORM:

By: _____
LeSueur County Attorney

By: _____
Director, LeSueur County Human Services

By: _____
Chairperson, LeSueur County Board of
Commissioners

By:  _____
Business Manager, Brown County Evaluation Center

**AMENDMENT TO
THE SOUTH CENTRAL COMMUNITY BASED INITIATIVE
JOINT POWERS AGREEMENT**

WHEREAS, Article 4, Section 4.7 of the Joint Powers Agreement entitled “Amendment” states:

“This Agreement may be amended only in writing and upon the consent of the government bodies of all the parties;” and

WHEREAS, Article 7 entitled “Indemnification and Hold Harmless” attempts to limit the liability of the South Central Community Based Initiative Joint Powers Agreement and the parties to that Agreement by citing Minnesota Statutes Chapter 466 which limits tort liability and punitive liability for counties, their officers and employees, and Minnesota Statutes Section 471.59, Subd. 1a(b) noting that each governmental unit shall be liable for its own independent acts or missions not directly related to joint activity; and

WHEREAS, recent case law has more clearly defined how liability can attach to political subdivisions organized and acting pursuant to a Joint Powers Agreement;

NOW, THEREFORE, it is appropriate that Article 7 of the South Central Community Based Initiative Joint Powers Agreement be amended to read as follows:

**Article 7
Indemnification and Hold Harmless**

- 7.1 Applicability. The SCCBI shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. SCCBI shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
- 7.2 Indemnification and Hold Harmless. The SCCBI shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the SCCBI. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

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

further that for the purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

An individual party to this Agreement shall not be liable for the intentional acts or omissions, or negligent acts or omissions of another party or other parties to this Agreement which are unrelated to the party and do not involve joint activity, endeavor, programs or services.

The parties, other than the appointed jurisdiction that serves as the fiscal host having fiduciary responsibilities as provided in Article 4, Section 4.8.1, agree to save and hold harmless the fiscal host and its officers, agents, employees or members, from all claims, suits or actions, of whatever nature, resulting from or arising out of any failure by a party or parties acting jointly or in a common endeavor, their subcontractors, agents or employees to comply with any restrictions placed on the use of funds received from a funding governmental entity which has been disbursed to them by the fiscal host pursuant to this agreement.

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

This amendment of the South Central Community Based Initiative shall become effective upon all governing bodies of the parties adopting this amendment by resolution.

Brian Buhmann
Freeborn County Department of Human Services

State of Minnesota Department of Human Services County Grant Contract

RECITALS

THIS GRANT CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services, Mental Health Division (hereinafter STATE) and the county of LeSueur, address 88 South Park Avenue, Le Center, MN 56057 (hereinafter COUNTY), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act") is empowered to enter into grant contracts to create and ensure a unified, accountable, comprehensive adult mental health system, and

WHEREAS pursuant to the Minnesota Comprehensive Adult Mental Health Act, County and State will collaborate to provide supports and services that:

- (1) recognize the right of adults with mental illness to control their own lives as fully as possible;
- (2) promote the independence and safety of adults with mental illness;
- (3) reduce chronicity of mental illness;
- (4) eliminate abuse of adults with mental illness;
- (5) provide services designed to:
 - (i) increase the level of functioning of adults with mental illness or restore them to a previously held higher level of functioning;
 - (ii) stabilize adults with mental illness;
 - (iii) prevent the development and deepening of mental illness;
 - (iv) support and assist adults in resolving mental health problems that impede their functioning;
 - (v) promote higher and more satisfying levels of emotional functioning; and
 - (vi) promote sound mental health; and
- (6) provide a quality of service that is effective, efficient, appropriate, and consistent with contemporary professional standards in the field of mental health.

NOW, THEREFORE, it is agreed:

Grant Contract #: 115485

1
Revised 05/2015

1. COUNTY'S RESPONSIBILITIES. COUNTY shall:

- 1.1 Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act by performing the tasks and duties described in County's Approved Mental Health Plan, hereby incorporated as Attachment A (Parts 1, 2, 5) to this grant contract.
- 1.2 Ensure all revenue received by COUNTY, it's contracted, or subcontracted providers shall be managed according to Minnesota Rules chapter 9535.1740, subp.3.
- 1.3 Have written policy and procedures governing their accounting and operational procedures.
- 1.4 Ensure that all contracts entered into under this agreement are written to comply with Minn. Stat. 245.466, subd. 3, and 256.0112.
- 1.5 Have a transition plan that complies with Minn. Stat. 245.466 subd. 3a.
- 1.6 Include persons with mental illness and tribal organizations of the county/region in the development, implementation, and evaluation of all Adult Mental Health Plans.
- 1.7 Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661.
- 1.8 Ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712, subd. 1.
- 1.9 Ensure their contracted providers bill eligible insurance before accessing Adult Mental Health grant funding.
- 1.10 Complete all required data reporting and ensure their contracted providers are completing all required data reporting.

2. CONSIDERATION AND TERMS OF PAYMENT.

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

(a.) Compensation. COUNTY will be paid in accordance with Attachment B (Grant Application Summary), "Budget" to this grant contract. For the first year of the grant contract, STATE will not compensate COUNTY for any expenses in excess of the total first year budget amount. COUNTY's expenses are determined on a cash basis which recognizes the expense when it is paid by the COUNTY.

All expenditures must be for services, or items necessary for the delivery of those services. "Capital" purchases are prohibited. Exceptions to the prohibition of capital purchases may be granted, in writing, on a case-by-case basis.

Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$10,000 and is 1) land, buildings (facilities), equipment, and intellectual

property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance).

The COUNTY must seek permission from the STATE, using a Budget Revision Form, of a significant change in a BRASS code expenditure. A significant change is defined as a 50% deviation of any BRASS code expenditure on the Budget in Attachment B.

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by COUNTY'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. COUNTY shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to COUNTY shall not exceed one hundred twenty two thousand and twelve dollars (\$ 122,012).

(d.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Compensation shall be one cash advance in an amount determined by the STATE which is equal to one quarter's anticipated expenditures followed by quarterly cost reimbursement based on the previous quarter's expenses as documented by receipts, invoices, travel vouchers, and time sheets.

If actual expenditures of the COUNTY are less than provided in the approved program line item budget at the end of the grant contract's term, the STATE shall reduce the final payment so as not to exceed expenditures. COUNTY will not be eligible for an advance more often than once every two years.

(b.) County requires an advance because County is paid on a quarterly basis under this grant contract. County does not have sufficient reserves to cover costs that it incurs during that time frame.

(c.) Payments shall be made by the STATE promptly after COUNTY'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 7. Invoices shall be submitted using the DHS-2895 Form process, as described in the most recent bulletin of the *DHS Summarizes Mental Health Grant Fiscal Reporting Requirements* bulletin and *Changes to DHS BRASS Manual for Calendar Years 2016-2017*. Expenditures shall be reported on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895). The COUNTY must use the DHS-2895 form specific to their grant. Invoice submission through the 2895 process shall act as a certification by the County that the expenses reported are allowable.

3. CONDITIONS OF PAYMENT. All services provided by COUNTY pursuant to this grant contract shall be performed to the reasonable satisfaction of the STATE, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant contract any amounts paid by the STATE, under this or any previous grant contract, for which invoices and progress reports have not been received, or for which the COUNTY'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform grant services and in accordance with Minn. Stat. 245.483.

5. TERMS OF GRANT CONTRACT. This grant contract shall be effective on January 1, 2017, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2018, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. COUNTY understands that NO work should begin under this grant contract until ALL required signatures have been obtained. STATE will notify COUNTY when all required signatures have been obtained. The COUNTY shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 17. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be cancelled by the STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the COUNTY has breached a material term of the grant contract, or when COUNTY'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant contract 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 will be by written 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 the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE

must provide the COUNTY notice of the lack of funding within fifteen (15) days of the STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant contract by COUNTY, STATE shall provide COUNTY written notice of the breach and thirty (30) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If COUNTY has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES and RESPONSIBLE AUTHORITY.

7.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract is Faye Bernstein or his/her successor. Such representative, acting on behalf of the STATE, shall have final authority for acceptance of COUNTY'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2. All notices required under this grant contract shall be made to the Authorized Representative. If the STATE's Authorized Representative changes at any time during this grant contract, STATE will notify COUNTY in a reasonable amount of time.

7.2. County. The COUNTY's Authorized Representative is John King or his/her successor. If the COUNTY's Authorized Representative changes at any time during this grant contract, the COUNTY must immediately notify the STATE. All notices required under this grant contract shall be made to the Authorized Representative.

8. ASSIGNMENT. COUNTY will not assign, transfer or subcontract any rights or obligations under this grant contract without the prior written consent of the STATE, except to the extent a subcontract is explicitly listed in Attachment A, the Approved Mental Health Plan.

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

10. LIABILITY. To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

12. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to COUNTY under this grant contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant contract. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, COUNTY will be responsible for its own compliance.

13. Intellectual Property Rights.

Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant contract. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the COUNTY, its employees, agents, or subcontractors, in the performance of this grant contract.

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the COUNTY upon request of STATE. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source. For clarity, COUNTY may maintain copies of records and Works and Documents it creates under this grant contract.

Responsibilities.

Assignment of Rights. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the COUNTY, including its

employees and subcontractors, and are created and paid for under this grant contract, the COUNTY will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. The COUNTY must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership interest in the Works and Documents created and paid for under this grant contract. The COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The COUNTY represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the COUNTY is liable for any and all claims or causes of action arising brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

14. WORKERS' COMPENSATION. The COUNTY certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

15. VOTER REGISTRATION REQUIREMENT. COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the COUNTY.

16. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

17. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18. WAIVER. If either party fails to enforce any provision of this grant contract, that failure does not waive the provision or the party's right to enforce it.

19. CONTRACT COMPLETE. This grant contract, and its attachments, contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

20. OTHER PROVISIONS.

20.1. COUNTY agrees that no religious based counseling shall take place under the auspices of this grant contract.

20.2. If the COUNTY has an independent audit, a copy of the audit shall be submitted to the STATE.

20.3. COUNTY must comply with all applicable requirements of the Open Meeting Law in Minnesota Statutes chapter 13D.

20.4. COUNTY must comply with, and ensure that its subcontractors comply with, the Minnesota Office of Grants Management policies, including specifically policies 08-06, 08-10, and 08-13.

20.5. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 471.425, the COUNTY must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the COUNTY in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Grant No: _____

2. COUNTY

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the County.

By: _____

Title: _____

Date: _____

I certify that the signatories for the County have lawful authority, by virtue of the by-laws or a resolution, to bind the County to the terms of this grant contract.

(Attorney for County)

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution:

Agency - Original (fully executed) grant contract

County

State Authorized Representative

Grant Contract #: 115485

9
Revised 05/2015



Le Sueur County, MN

Tuesday, October 18, 2016

Board Meeting

Item 4

9:45 a.m. Cindy Shaughnessy, Public Health (10 minutes)

RE: Presentation of MN Breastfeeding Friendly Health Department Award by MDH staff

Staff Contact:



LE SUEUR COUNTY PUBLIC HEALTH

Public Health
Prevent. Promote. Protect.

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

Le Sueur County Board of Commissioners Meeting
October 18, 2016

Cindy Shaughnessy, Public Health Director

Agenda:

1) Minnesota Breastfeeding Friendly Health Department Awardee

- Presentation of the award to Le Sueur County Public Health by Holly Glaubitz from the Minnesota Department of Health (MDH)
- Le Sueur County Public Health achieved “Silver Level” designation by implementing all *Ten Steps to Breastfeeding Friendly Health Departments*, thereby providing optimal support in our community for breastfeeding
- Thank you to the WIC staff for your work achieving this designation:
Megan Wiyninger, WIC Coordinator
Elisa O’Malley, Family Health Supervisor
Vanessa Holicky, Family Health PHN and WIC CPA
Juli Hartwig, Family Health RN and WIC CPA
Rose Tousley, Interpreter
Support Staff: Trisha Chimal, Tricia Christensen, Tammy Stewig
- Congratulations to all of the Public Health staff for promoting and supporting breastfeeding in our communities!



THE MINNESOTA DEPARTMENT OF HEALTH RECOGNIZES

Le Sueur County Public Health Department

Minnesota Breast-Feeding Friendly Health Department Awardee

MDH recognizes Le Sueur County Public Health Department for achieving Breastfeeding-Friendly Health Department Silver level designation by MDH. Congratulations for implementing all Ten Steps to Breastfeeding Friendly Health Departments, thereby providing optimal support in your community for breastfeeding.



September 29, 2016

Edward P. Ehlinger, M.D., M.S.P.H., Commissioner

Award Designation for September 2016 - September 2021



Minnesota Department of Health

www.health.state.mn.us/breastfeeding



Le Sueur County, MN

Tuesday, October 18, 2016

Board Meeting

Item 5

9:55 a.m. Jeff Neisen, MIS (10 min)

RE: VMWare Software License Upgrade

Staff Contact:



Syntax, Inc.
 1295 Bandana Blvd. N.
 Suite 125
 St. Paul, MN 55108
 (651) 641-1550

Invoice Number: 0222880-IN

Invoice Date: 7/27/2016

Order Number: 0038020

Order Date: 7/11/2016

Salesperson: SRG

Customer Number: 10-LESUE01

Sold To:
 LeSueur County
 88 South Park Avenue
 Attn: Accounts Payable
 Le Center, MN 56057
Confirm To:
 Scott Gerr

Ship To:
 LeSueur County Courthouse
 88 South Park Avenue
 Le Center, MN 56057



Customer P.O.	Ship VIA	F.O.B.	Terms
S Gerr			Net 30 Days

Item Code	Unit	Ordered	Shipped	Back Ordered	Price	Amount
VS5ESPUNPSSSC	EACH	1.00	1.00	0.00	2,967.00	2,967.00
VMware Production Support and Subscription for v5 Essentials Plus Kit for 1-Year (VS5-ESP-BUN-P-SSS-C) Coverage July 18, 2016 to July 17, 2019						
VCS5VSAPSSSC	EACH	1.00	1.00	0.00	1,900.00	1,900.00
VMware Production Support Coverage VMware vSphere Storage Appliance (per instance), 1-Year (VCS5-VSA-P-SSS-C) Coverage July 18, 2016 to September 19, 2018						

Quote Valid until July 17, 2016

060-6300

BOARD APPROVED 7-19-16

Net Invoice:	4,867.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	4,867.00



Pricing Proposal
 Quotation #: 12363245
 Created On: 10/13/2016
 Valid Until: 10/31/2016

Le Sueur County

Inside Account Executive

Jeff Neisen

88 South Park Avenue
 Le Center, MN 56057
 United States
 Phone: 507.357.2251 ext 286
 Fax:
 Email: jneisen@co.le-sueur.mn.us

Bill Scioscia

300 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-564-8554
 Fax: 732-564-8224
 Email: Bill_Scioscia@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Upgrade: VMware vSphere 6 Essentials plus Kit to vSphere 6 Standard Acceleration Kit for 6 processors VMware - Part#: VS6-ESP-STD-AK-UG-C	1	\$6,347.00	\$6,347.00
2 Production Support/Subscription VMware vSphere Standard Acceleration Kit for 6 processors for 2 Months VMware - Part#: VS6-STD-AK-2M-PSSS-C Note: *Coverage through 2019*	1	\$470.00	\$470.00
		Subtotal	\$6,817.00
		Total	\$6,817.00

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



Le Sueur County, MN

Tuesday, October 18, 2016

Board Meeting

Item 6

10:05 a.m. Pam Simonette, Auditor-Treasurer (5 min)

RE: Farm Lease

Staff Contact:

FARM LEASE

THIS AGREEMENT, Made **30th** day of **October, 2016**, by and between the County of Le Sueur, party of the first part, LESSOR, and **Tim Biehn**, party of the second part, LESSEE.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease and Let unto the said party of the second part, the following described premises situated in the County of Le Sueur, and State of Minnesota, viz:

49.5 crop acres of Kasota Township, in Section 12-109-26, Le Sueur County, Minnesota. A complete legal description of said property may be obtained from the office of the Le Sueur County Recorder.

Lessee hereby agrees to cultivate and otherwise manage not less than 49.5 acres each year during the continuance of this Lease.

To have and to hold, the above rented premises unto the said Lessee, its heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of two (2) years from and after the 1st day of January 2017 the term of this Lease ending the 31st day of December 2018. Lessee has right to remove crop after December 31, 2018 if weather conditions do not permit him to do so by that date.

And the Lessee agrees to and with the said Lessor to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of **\$19,800.00** payable at Le Center, Minnesota, as follows:

\$9,900.00 on or before April 30th, 2017

\$9,900.00 on or before April 30th, 2018

And it is Further Agreed, By and between the parties as follows: That should the said Lessee fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said the Lessor may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entry working a forfeiture of the rents to be paid by the said Lessee for the full term of this Lease. That if the Lessor sells said premises during the life of this Lease and before the crop is in the ground, and desires to give possession to the purchaser, that the Lessee will forthwith surrender possession of said leased premises upon the payment to him of **\$8.00** per acre for each acre of said premises newly plowed by said Lessee at the time said possession is demanded; if sold after the crop is in, than said Lessee shall have the right to remove such crop when ready to be harvested. That if said Lessor sells said premise during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating or otherwise improving any par of said premises not in actual cultivation by said Lessee, and without such entry working any forfeiture of the rents herein agreed to be paid. That if the said Lessee remains in possession of said premise after the expiration of the term for which they are

hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said Lessor, which may be terminated upon ten days' notice, given by the said Lessor in writing, either delivered to the Lessee or sent to him in a sealed envelope, duly stamped and directed to him.

And the said Lessee also covenants and agrees to and with the said Lessor, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said Lessor and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said Lessor, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said Lessee also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to protect the shade trees thereon, and not to cut green trees and to commit no waste or damage on said real estate and to suffer none to be done; and further agrees not to remove any straw from said farm.

The part of the second part is also to destroy all Russian thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the time prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the party of the first part or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

And the said Lessor covenants that the said Lessee, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said premises. In the event of any rents due hereon being collected by suit, the Lessee further agrees to pay all expenses, which may be incurred thereby.

In the event of default by lessee, the expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorneys fees and legal expenses of said Lessor.

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands the day and year hereinbefore written.

County of Le Sueur

Tim Biehn

By _____

By _____

Its _____

Its _____



Le Sueur County, MN

Tuesday, October 18, 2016

Board Meeting

Item 7

10:10 a.m. Vicki Walechka (5 min)

RE: Victim Services Grant Agreement

Staff Contact:



Minnesota Department of Public Safety (“State”) Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Crime Victim Services Prosecutorial 2017 Grant Agreement No.: A-CVSP-2017-LESUEAO-00008
Grantee: Le Sueur County Attorney's Office 88 South Park Avenue PO Box 156 Le Center, Minnesota 56057	Grant Agreement Term: Effective Date: 10/1/2016 Expiration Date: 9/30/2017
Grantee’s Authorized Representative: Vicki Walechka, Coordinator Le Sueur County Attorney’s Office 88 South Park Avenue Le Center, Minnesota 56057 (507) 357-8512	Grant Agreement Amount: Original Agreement \$75,200.00 Matching Requirement \$14,038.00
State’s Authorized Representative: Casey Kestler, Grant Manager Office of Justice Programs 445 Minnesota Street Suite 2300 St. Paul, Minnesota 55101 (651) 201-7352	Federal Funding: CFDA 16.575 State Funding: Minnesota Laws of 2015, Chapter 65, Article 1, Section 11, Subdivision 6 Special Conditions: Attached and incorporated into this grant agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a State employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Crime Victim Services Prosecutorial 2017 Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Crime Victim Services Prosecutorial 2017 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<http://app.dps.mn.gov/Egrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Agreement No. A-CVSP-2017-LESUEAO-00008/ 3-43598

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State’s Authorized Representative



Special Conditions

1. Special Duties:

\$75,200 for general crime services in Le Sueur County.

Crime Victim Services Prosecutorial 2017

Organization: Le Sueur County Attorney's Office

Budget Summary

Budget	VOCA-Eligible	Other	Match
Budget Category			
Personnel			
Part-time Administrative Assistant	\$5,000.00	\$0.00	\$0.00
Victim/Witness Coordinator	\$48,500.00	\$0.00	\$14,038.00
Total	\$53,500.00	\$0.00	\$14,038.00
Payroll Taxes & Fringe			
Payroll Taxes & Fringe for Victim/Witness Coordinator and Staff	\$15,800.00	\$0.00	\$0.00
Total	\$15,800.00	\$0.00	\$0.00
Travel & Training			
Training	\$1,000.00	\$0.00	\$0.00
Total	\$1,000.00	\$0.00	\$0.00
Equipment Purchases			
Equipment	\$1,750.00	\$1,750.00	\$0.00
Total	\$1,750.00	\$1,750.00	\$0.00
Other Expenses			
Memberships	\$550.00	\$0.00	\$0.00
Total	\$550.00	\$0.00	\$0.00
Direct Client Assistance			
Direct Client Assistance	\$0.00	\$1,500.00	\$0.00
Total	\$0.00	\$1,500.00	\$0.00
Total	\$71,950.00	\$3,250.00	\$14,038.00

Le Sueur County, MN

Tuesday, October 18, 2016

Board Meeting

Item 8

10:05 a.m. Darrell Pettis, County Administrator / Engineer

RE: MCIT

RE: CD #18 Order Amending Viewer Appointments

RE: CD #63 Order Amending Viewer Appointments

RE: November 5, 2016 West Jefferson Informational Meeting

RE: November 15, 2016 West Jefferson Public Hearing?

RE: Le Sueur Shop

RE: 60 mph Speed Limit

Staff Contact:



Minnesota Counties Intergovernmental Trust

100 Empire Drive, Suite 100
St. Paul, MN 55103-1885
www.mcit.org

Phone: 651-209-6400
Toll Free: 866-547-6516
Fax: 651-209-6496

BOARD OF DIRECTORS

Scott Sanders

*Chair
Watonwan County
Commissioner*

Felix Schmiesing

*Vice-chair
Sherburne County
Commissioner*

Graylen Carlson

*Secretary/Treasurer
Lac qui Parle County
Commissioner*

Kevin Corbid

*Washington County
Auditor-Treasurer*

Don Diedrich

*Polk County
Commissioner*

Richard Downham

*Cass County
Commissioner*

Charles Enter

*Brown County
Administrator*

Dan Kuhns

*Waseca County
Commissioner*

Randy Schreifels

*Stearns County
Auditor-Treasurer*

Oct. 3, 2016

To: MCIT Member County Commissioners, Auditors and Auditor/Treasurers

From: Steve Nelson, MCIT Deputy Director

RE: 2016 ANNUAL MEETING ANNOUNCEMENT AND NOTICE OF BOARD ELECTION

The 2016 MCIT Annual Membership Meeting will be held Monday, Dec. 5, 2016, at 4:00 p.m. in conjunction with the AMC annual conference in the Regency Room at the Hyatt Regency Hotel in downtown Minneapolis. The meeting will be held in the Regency Room (2nd floor) with registration beginning at 3:30 p.m.

MCIT is governed by a board of nine officials. Eight of the seats are at-large positions with four-year terms that can be filled by either a county commissioner or a county auditor/auditor-treasurer. No more than three auditors/auditor-treasurers may serve on the board at the same time. The final seat is a two-year term filled by a county administrator/coordinator who is recommended by the Minnesota Association of County Administrators. The MCIT Board must approve the recommendation.

The election of at-large positions is held during MCIT's annual meeting. Elections are required when the officer's term on the MCIT Board expires.

This year, three seats are up for election:

SEAT A: Cass County Commissioner Richard Downham has served on the Board since 2012. Downham is seeking re-election to the board for a four-year term that expires Dec. 31, 2020.

SEAT B: Waseca County Commissioner Dan Kuhns has served on the Board since 2012. Kuhns is seeking re-election to the board for a four-year term that expires Dec. 31, 2020.

SEAT C: Washington County Auditor-Treasurer Kevin Corbid has served on the Board since 2013. Corbid is seeking re-election to the board for a four-year term that expires Dec. 31, 2020.

Prior to the annual meeting, county commissioners and county auditors/auditor-treasurers receive this letter as notice of the coming election. Persons interested in being a candidate are required to contact the MCIT deputy director. A nominating

"Providing Minnesota counties and associated members cost-effective coverage with comprehensive and quality risk management services."

committee appointed by the MCIT Board chair will review the qualifications of candidates.

Candidates selected by the Nominating Committee will be contacted prior to the MCIT annual meeting to schedule an interview in conjunction with the meeting. No applicant is guaranteed an interview.

The Nominating Committee makes a report to the membership during the annual meeting, placing the names of any candidates in nomination for consideration for the at-large position. Nominations from the floor are accepted when properly presented by a member's voting delegate.

Nominating speeches and candidate speeches may be permitted at the discretion of the board chair or his designee.

MCIT Board members must come from a county participating in MCIT and must be actively serving in the county. No county may have more than one representative on the MCIT Board.

Each county is allowed one vote for each open position. Prior to the annual meeting, each county must provide MCIT the name of its voting delegate and alternate. Only the voting delegate, or the alternate in the absence of the delegate, is allowed to make motions, nominate a candidate or vote.

For your consideration, you will find attached a job description, key roles and responsibilities for board members, and information about board and committee meetings. You are encouraged to contact the MCIT deputy director if you have questions regarding service on the MCIT Board.

If you are interested in being a candidate for election at the MCIT Annual Membership Meeting, it is necessary that you submit a letter of interest and qualifications designating which seat you are pursuing to MCIT Deputy Director Steve Nelson, MCIT, 100 Empire Dr., Suite 100, St. Paul, MN 55103-1885 or snelson@mcit.org by Nov. 10, 2016.

POSITION DESCRIPTION

POSITION: BOARD MEMBER

BASIC FUNCTIONS/PURPOSE

The job of the board is to set policy; ensure the organization meets all expected goals and objectives; and represent and lead the organization by determining and demanding appropriate and excellent organizational performance.

ESSENTIAL DUTIES AND RESPONSIBILITIES

These are not to be construed as exclusive or all-inclusive. To distinguish the board's own unique job from the jobs of the executive director and staff, the board will concentrate its efforts on the following:

- Utilize all available avenues to ensure meaningful linkage with members.
- Represent the Trust to potential members and other related organizations.
- Develop written governing policies, which at the broadest levels, address:
 - Organizational products, impacts, benefits, results, services, recipients and their relative worth.
 - Constraints on executive authority, which establish the practical, ethical and legal boundaries within which all executive activity and decision-making will take place.
 - How the board will conceive, carry out and monitor its own work.
 - How authority is delegated to the executive director and how the executive director's use of that authority is monitored; the executive director's role, authority and accountability.
- Evaluate the executive director's performance annually.
- Ensure that the mission of MCIT is fulfilled or modified as needed.
- Follow policies adopted by the board and model good risk management and loss control planning.
- Attend monthly board meetings and other necessary committee meetings.

KEY BOARD ROLES AND RESPONSIBILITIES

ROLES OF A BOARD MEMBER

Members of the board of directors have several key roles. They are to be a:

- Leader
- Decision-maker
- Advocate for the mission of the organization and for its programs and services
- Representative of the organization and its mission

ACCOUNTABILITIES

- Accept legal responsibility for assuring that the organization complies with all laws, regulations, etc.
- Establish a clear mission
- Develop a strategic plan to accomplish the mission
- Monitor and update the plan annually
- Provide direction, encouragement and support for the executive director
- Provide all necessary resources to achieve strategic goals and objectives as permitted by the financial ability of the organization
- Ensure a fair system of policies and procedures for staff management
- Represent the organization to the membership and statewide associations
- Commission and act upon an annual audit
- Monitor overall operational effectiveness

LEGAL AND FINANCIAL RESPONSIBILITIES

- Be an active participant in board meetings and board actions
- Ensure that accurate records are kept
- Allow no conflict of interest between you and the organization
- Comply with IRS and other codes, laws and regulations
- Carry out the mission of the organization
- Comply with all governing documents

BOARD RESPONSIBILITIES

There are seven key board responsibilities. They are to:

I. SET THE STRATEGIC DIRECTION FOR MCIT

- Develop vision, mission, values
- Set goals and objectives
- Determine measurable outcomes
- Be accountable for the strategic plan

II. OVERSEE FINANCES

- Approve the budget
- Monitor financial conditions
- Participate in financial planning
- Safeguard and manage the organization's assets

III. PROVIDE RESOURCES

- Provide adequate resources—people, dollars, facilities—to achieve strategic goals and objectives

IV. REPRESENT MCIT

- Be an ambassador and spokesperson for the organization and its issues
- Identify member needs
- Ensure that programs and services are designed to meet member needs

V. CREATE AN EFFECTIVE ORGANIZATIONAL STRUCTURE

- Understand and follow governing documents
- Delegate board work to committees as appropriate
- Have and follow clear policies and procedures
- Monitor policies
- Ensure performance management systems for management and staff
- Orient new board members
- Have effective board recruitment processes
- Evaluate the executive directors' performance
- Maintain board records

VI. HIRE/ EVALUATE THE EXECUTIVE DIRECTOR

- Have a clear position description
- Provide a clear strategic plan
- Develop a compensation package for the executive director (who administers compensation for the balance of staff)
- Evaluate the executive director annually

- Establish personnel policies

VII. MONITOR AND EVALUATE

- Document and review operations, performance and results
- Monitor financial performance
- Verify compliance with all financial, legal and ethical requirements

BOARD AND COMMITTEE MEETINGS

MCIT Board of Directors' Meetings are generally held the second Friday of every month except when the meeting coincides with a holiday. The December board meeting is always held in conjunction with the AMC Annual Conference.

- The board typically conducts two strategic planning sessions each year that are generally held in March and September.
- The Claims Committee regularly convenes each month after the board meeting.
- The Governance Committee generally meets two times a year in April and October.
- The Personnel Committee meets at least once during the year, but other meetings may be scheduled as needed.
- The Audit Committee meets at least twice during the year, but other meetings may be scheduled as needed.
- The Annual Membership Meeting is held in conjunction with the AMC Conference in December.

MCIT STANDING COMMITTEES

Claims Committee

Appointed annually by the chair at the first meeting of the year. There are no limits on the number of years an individual can serve on the committee.

- Comprised of three voting members and one alternate who has no voting capacity unless one voting member is absent.
- Meetings typically follow the regular board meeting each month.
- Meetings are eligible for a per diem as provided for by board action.
- Typically only commissioners have served on this committee.
- This is a standing committee of the board that is subject to MS Chapter 13.

The committee's responsibilities include:

- A. Review claims
- B. Review large losses
- C. Review litigation strategy
- D. Review and authorize settlements when appropriate
- E. Review reports—quarterly, the board of directors will be apprized of notable claims in a closed session. The committee may direct that other information be provided to the board as deemed necessary.

Governance Committee

Appointed annually by the chair at the first meeting of the year. There are no limits on the number of years an individual can serve on the committee.

- Comprised of four members.

- Meetings are held as needed during the year, typically in the spring and fall.
- Meetings are eligible for a per diem as provided for by board resolution.
- Commissioners, auditors, auditor-treasurers and coordinators/administrators have served on this committee.
- The committee is advisory to the MCIT Board of Directors.

The committee's responsibilities include:

- A. Review MCIT Coverage Document—this committee reviews new services and products.
- B. Review MCIT Bylaws—the committee considers modifications to the coverage document.

Personnel Committee

Appointed annually by the chair at the first meeting of the year. There are no limits on the number of years an individual can serve on the committee.

- Comprised of the Executive Committee of the board (chair, vice-chair, secretary/treasurer) and another selected by the chair.
- Meetings are held as needed during the year.
- Meetings are eligible for a per diem as provided for by board resolution.
- The committee is advisory to the MCIT Board of Directors.

The committee's responsibilities include:

- A. Evaluation of the executive director
- B. Oversee MCIT's salary and benefits
- C. Assist the executive director
- D. Employee grievances

Audit Committee

Appointed annually by the chair at the first meeting of the year. There are no limits on the number of years an individual can serve on the committee.

- Comprised of the Chair, Vice-Chair and others as selected by the chair which typically is a County Auditor or County Auditor-Treasurer.
- Meetings are held as needed during the year.
- Meetings are eligible for a per diem as provided for by board resolution.
- The committee is advisory to the MCIT Board of Directors.

The committee's responsibilities include meeting with MCIT's independent audit firm to:

- A. Discuss projects and workflows of the annual audit prior to the initiation of the audit
- B. Review any issues of concern relative to MCIT's financial responsibilities
- C. Review the results of the annual audit prior to its presentation to the MCIT board

STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR LE SUEUR COUNTY DITCH 18

The matter of the request for the
Redetermination of Benefits for Le Sueur
County Ditch 18

**Order Amending Viewer
Appointments**

Commissioner _____ made a motion to adopt the following Order:

WHEREAS, on September 27, 2016, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 18, adopted findings and an order initiating a redetermination of benefits for LCD 18; and

WHEREAS, the Board reserved appointment of viewers to a subsequent order based on the availability of viewers to perform the redetermination of benefits; and

WHEREAS, the Board has identified viewers available to perform viewing duties.

THEREFORE, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 18, amends its order initiating a redetermination of benefits for LCD 18 as follows:

ORDER

IT IS HEREBY ORDERED that Tom Mahoney, Dan Ruby and Gary Ewert are appointed viewers, with Ron Ringquist as alternate viewer/consultant, to redetermine and report the benefits and damages for LCD 18.

The motion was seconded by Commissioner _____, and after discussion, the Order was approved by a vote of ___ yes and ___ no.

[26666-0001/2447672/1]

1

Dated this 18 day of October, 2016.

LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY
DITCH 18

By _____
Chairperson

[26666-0001/2447672/1]

2

STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR LE SUEUR COUNTY DITCH 63

The matter of the request for the
Redetermination of Benefits for Le Sueur
County Ditch 63

**Order Amending Viewer
Appointments**

Commissioner _____ made a motion to adopt the following Order:

WHEREAS, on September 27, 2016, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 63, adopted findings and an order initiating a redetermination of benefits for LCD 63; and

WHEREAS, the Board reserved appointment of viewers to a subsequent order based on the availability of viewers to perform the redetermination of benefits; and

WHEREAS, the Board has identified viewers available to perform viewing duties.

THEREFORE, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 63, amends its order initiating a redetermination of benefits for LCD 63 as follows:

ORDER

IT IS HEREBY ORDERED that Tom Mahoney, Dan Ruby and Gary Ewert are appointed viewers, with Ron Ringquist as alternate viewer /consultant, to redetermine and report the benefits and damages for LCD 63.

The motion was seconded by Commissioner _____, and after discussion, the Order was approved by a vote of ___ yes and ___ no.

[26666-0002/2447542/1]

1

Dated this 18 day of October, 2016.

LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY
DITCH 63

By _____
Chairperson

[26666-0002/2447542/1]

2



Le Sueur County, MN

Tuesday, October 18, 2016

Board Meeting

Item 9

11:00 a.m. FRST Ordinance Public Hearing (30 min)

Staff Contact:

**Le Sueur County Ordinance Requiring Inspection of
Subsurface Sewage Treatment Systems (SSTS) Within the
First Tier and Recreational Properties Adjacent to Lake
Frances, Rays Lake, Sakatah Lake, and Tetonka Lake
Ordinance No. _____**

DRAFT

[24590-0002/2432532/1]

This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed and Approved: _____, 2016

Signed: _____
Chair, County Board

Attest: _____
County Administrator

Published: _____

DRAFT

[24590-0002/2432532/1]

Section 1 – Statutory Authority

- 1.1 This Ordinance is enacted pursuant to the authority granted by Minnesota Statutes, including but not limited to, Section 115.55, Section 145A.05, and Section 394.21 to 394.27.

Section 2 – Definitions

- 2.1 **Regulated Lake** - Regulated Lake shall mean Lake Frances (DNR lake number 40005700 in Le Sueur County), Rays Lake (DNR lake number 40005600 in Le Sueur County), Sakatah Lake (DNR lake number 40000200 in Le Sueur County), and Tetonka Lake (DNR lake number 40003100 in Le Sueur County).
- 2.2 **Department** – Department shall mean the Le Sueur County Environmental Services Department.
- 2.3 **OHWL** - Ordinary high water level. Ordinary high water level is the boundary of water basins. The ordinary high water level is an elevation delineating the highest water level that has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly the point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial.
- 2.4 **SSTS** – SSTS shall mean Subsurface Sewage Treatment System and shall be defined as contained in Minnesota Rules, Chapters 7080.
- 2.5 **First Tier Property** – First Tier Property shall mean any parcel of land not served by a municipal sanitary sewer that:
- (a) Has a structure within 350 feet of the OHWL of a Regulated Lake that is connected to an SSTS,
 - (b) Has an SSTS located within 350 feet of the OHWL of a Regulated Lake, or
 - (c) Has an SSTS alternative site within 350 feet of the OHWL of a Regulated Lake.
 - (d) Is a currently vacant residential lot that would meet the above conditions if a structure were constructed.
- 2.6 **Recreational Property** – Recreational Property shall mean any Campground, Organized Group Camp, Planned Unit Development, or Resort as those terms are defined in Section 4, Subdivision 2 of the Le Sueur County Zoning Ordinance that is not served by a municipal sanitary sewer and :
- (a) Has a structure within 350 feet of the OHWL of a Regulated Lake that is connected to an SSTS,

[24590-0002/2432532/1]

- (b) Has an SSTS located within 350 feet of the OHWL of a Regulated Lake, or
- (c) Has an SSTS alternative site within 350 feet of the OHWL of a Regulated Lake.

Section 3 – Enforcement

3.1 This Ordinance shall be administered and enforced by the Department or assigned agent.

Section 4 – Violations and Penalties

4.1 Any person, firm or corporation who shall violate any of the provisions hereof or who shall fail to comply with any of the provisions or who shall make any false statement in any document required to be submitted under the provisions hereof, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine and/or by imprisonment as authorized by law for punishment of a misdemeanor. Each day that a violation continues shall constitute a separate offense.

Section 5 – Access to Property

5.1 Where a property owner, after reasonable notice, refuses to permit the inspection of an SSTS pursuant to this Ordinance, the County reserves the right to seek an administrative search warrant to perform a Compliance Inspection.

Section 6 – General Provisions

6.1 All SSTS within the First Tier Properties shall be subject to mandatory compliance inspection if the SSTS, alternative SSTS site, or the structure served by the SSTS is within 350 feet of the OHWL of the Regulated Lake.

6.2 All SSTS on Recreational Properties shall be subject to mandatory compliance inspections, regardless of whether the SSTS is located within 350 feet of the OHWL of the Regulated Lake.

6.3 Compliance inspections shall be completed using the Compliance Inspection Form for Existing SSTS as promulgated by the Minnesota Pollution Control Agency.

6.4 Compliance inspections shall be completed by a State licensed SSTS Inspector by December 31, 2017.

[24590-0002/2432532/1]

6.5 Compliance inspections shall be paid for by use of \$332,800 granted to Le Sueur County under the *Frances, Rays, Sakatah, Tetonka (FRST) Septic Inventory Accelerated Implementation Grant* funded by the Clean Water Land and Legacy Amendment. Properties subject to the Ordinance are entitled to a free inspection and tank pumping funded by the above mentioned grant if the inspection is completed by the County's contractor for the FRST Project, Wenck Associates, Inc. (Wenck). A Minnesota Pollution Control Agency-licensed SSTS Inspector, Intermediate Inspector, or Advanced Inspector other than Wenck may be utilized, at the owner's expense, for the purpose of satisfying the Provisions of the Ordinance. A licensed inspection business may inspect an existing system that they designed or installed once it has been independently inspected.

6.6 Non-compliant SSTS must be upgraded, repaired, or replaced by Dec 31, 2022, except:

- a) SSTS determined to be an Imminent Threat to Public Health or Safety as defined in Minnesota Rules, Chapter 7080 must be upgraded, repaired, or replaced within ten (10) months of the date of the inspection.

6.7 All SSTS subject to this Ordinance shall be kept in a continuous state of compliance. From December 31, 2022 forward, an SSTS compliance inspection report shall be completed

- a) For an existing SSTS, once every three years from the previous date of issuance.
- b) For a new or upgraded SSTS within five years from the date of issuance and, thereafter every three years.

6.8 The following SSTS shall be exempt from the requirements of Section 6.1 through 6.2 of this Ordinance:

6.8.1 SSTS that were constructed or altered after January 1, 2011 for which a Certificate of Compliance was issued by the Department.

6.8.2 SSTS that were inspected by a state licensed SSTS Inspector after January 1, 2011 for which a Certificate of Compliance was issued by the inspector.

6.8.3 SSTS that were inspected by a state licensed SSTS Inspector after January 1, 2016 for which a Notice of Noncompliance has been issued by the inspector.

6.8.4 Properties whose sewage is regulated under a National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) Permit administered by the Minnesota Pollution Control Agency.

Section 7 – Severability

7.1 If any part of this Ordinance shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

DRAFT

[24590-0002/2432532/1]



LE SUEUR COUNTY BOARD OF COMMISSIONERS
88 South Park Avenue, Le Center, Minnesota 56057
TEL: 507-357-2251 FAX: 507-357-6375

John King, Dave Gliszinski, Steve Rohlfing, Joseph Connolly, Lance Wetzel

The Le Sueur County Board of Commissioners will conduct a Public Hearing in the Board of Commissioners Room at the Le Sueur County Courthouse, 88 South Park Ave., Le Center Minnesota on **Tuesday, October 18, 2016 at 11:00 a.m.** for the purpose of taking public comment on the proposed **Le Sueur County Ordinance Requiring Inspection of Subsurface Sewage Treatment Systems (SSTS) Within the First Tier and Recreational Properties Adjacent to Lake Francis, Rays Lake, Sakatah Lake, and Tetonka Lake.**

Copies of the full text are available for review by any person during regular business hours of 8:00 a.m. to 4:30 p.m., Monday through Thursday and 8:00 a.m. to 4:00 on Friday at the Auditor's Office located in the Le Sueur County Courthouse and the Planning & Zoning Office located in the Le Sueur County Environmental Services Building or on the Le Sueur County Website at www.co.le-sueur.mn.us

John King
Chair, Le Sueur County
Board of Commissioners

Darrell Pettis
Le Sueur County Administrator



Le Sueur County, MN

Tuesday, October 18, 2016

Board Meeting

Item 10

Future Meetings

Staff Contact:

Future Meetings October – November 2016

October 18, 2016	Board Meeting, 9:00 a.m. *FRST Ordinance Public Hearing, 11:00 a.m.
October 20, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
October 25, 2016	Board Meeting, 9:00 a.m.
November 1, 2016	Board Meeting, 9:00 a.m. *Designated Predatory Offender Residency Restrictions Ordinance Public Hearing, 10:00 a.m. *CHB Meeting, 1:00 p.m. Waterville Senior Center
November 8, 2016	No Board Meeting
November 10, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
November 11, 2016	Offices Closed – Veteran’s Day
November 15, 2016	Board Meeting, 9:00 a.m. *? West Jefferson Public Hearing, 11:00 a.m. *Budget Work Session
November 17, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
November 22, 2016	Board Meeting, 9:00 a.m. *Highway Work Session
November 24-25, 2016	Offices Closed – Thanksgiving
November 29, 2016	No Board Meeting