



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

1. **9:00 a.m. Agenda and Consent Agenda**  
RE: October 25, 2016 Minutes and Summary Minutes
  
2. **9:01 a.m. Sue Rynda, Human Services Director**  
RE: Assurance of Compliance
  
3. **9:05 a.m. Claims (5 min)**
  
4. **9:10 a.m. Human Resources (10 min)**
  
5. **9:20 a.m. Josh Mankowski (10 min)**  
RE: AIS CLIMB Theatre contract, Lake Tetonka
  
6. **9:30 a.m. Darrell Pettis, County Administrator / Engineer**  
RE: Guardian Inn Abatement  
RE: TH 112 Public Information Meeting: Nov. 15th from 5-7 p.m. at the Env. Services conference room
  
7. **10:00 a.m. Public Hearing**  
RE: Designated Predatory Offender Residency Restrictions Ordinance
  
8. **Future Meetings**



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# Le Sueur County, MN

Tuesday, November 1, 2016

Board Meeting

## Item 1

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

*RE: October 25, 2016 Minutes and Summary Minutes*

Staff Contact:

## **Minutes of Le Sueur County Board of Commissioners Meeting October 25, 2016**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, October 25, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Steve Rohlffing and Joe Connolly. Dave Gliszinski and Lance Wetzel were excused. Darrell Pettis and Brent Christian were also present.

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

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

- Approved the October 18, 2016 County Board Minutes and Summary Minutes

Kathy Brockway, Zoning Administrator appeared before the Board with 9 items for approval.

On motion by Connolly, seconded by Rohlffing and approved via roll call vote 3-0 with Gliszinski and Wetzel absent, the Board granted a Conditional Use Permit to Tyler Hering, Waterville, MN (APPLICANT); Terry Hering, Waterville, MN (Owner) to allow the applicant to transfer the development right from the NW 1/4 SE 1/4 to the SW 1/4 SE 1/4, in an Agriculture "A" District. Property is located in Section 14, Waterville Township.

On motion by Connolly, seconded by Rohlffing and approved via roll call vote 3-0 with Gliszinski and Wetzel absent, the Board granted a Conditional Use Permit Jessica Whipps, Le Center, MN (Applicant); Julie (Heilman) Factor Etal, Le Center, MN (Owner) to transfer the development right from the NW 1/4 NW 1/4 to the SW 1/4 NW 1/4 in an Agricultural "A" District. Property is located in the NW 1/4, Section 13, Lexington Township.

On motion by Rohlffing, seconded by Connolly and approved via roll call vote 3-0 with Gliszinski and Wetzel absent, the Board granted a Conditional Use Permit to Robert & Connie Ryan, St Peter, MN (Applicant\Owner) to transfer the development right from the SE 1/4 NW 1/4 to the NW 1/4 NE 1/4 in a Conservancy "C" District and a Special Protection "SP" Shoreland District on an Unnamed Creek. Property is located in the N 1/2 Section 11, Kasota Township.

On motion by Connolly, seconded by Rohlffing and approved via roll call vote 3-0 with Gliszinski and Wetzel absent, the Board granted a Conditional Use Permit to Robert & Connie Ryan, St. Peter, MN (Applicant\Owner) to transfer the development right from the NW 1/4 NE 1/4 to the NE 1/4 NE 1/4 in a Conservancy "C" District. Property is located in the NE 1/4, Section 11, Kasota Township.

On motion by Rohlffing, seconded by Connolly and approved via roll call vote 3-0 with Gliszinski and Wetzel absent, the Board granted a Conditional Use Permit to Michael Howard, Showlow, AZ (Applicant); Shirley Krenik, Elysian, MN (Owner) to transfer the development

right from the SE 1/4 SE 1/4 to the SW 1/4 SE 1/4 in an Agricultural “A” District. Property is located in the S 1/2 SE 1/4, Section 24, Elysian Township.

On motion by Connolly, seconded by Rohlfing and approved via roll call vote 3-0 with Gliszinski and Wetzel absent, the Board granted a Conditional Use Permit to Michael Howard, Showlow, AZ (Applicant); Shirley Krenik, Elysian, MN (Owner) to transfer the development right from the SW 1/4 SE 1/4 to the SE 1/4 SW 1/4 in a Special Protection “SP” Shoreland District on a Natural Environment “NE” lake, Fish Lake. Property is located in the SE 1/4 and the SW 1/4, Section 24, Elysian Township.

On motion by Rohlfing, seconded by Connolly and approved via roll call vote 3-0 with Gliszinski and Wetzel absent, the Board granted a Conditional Use Permit to Le Sueur County Soil & Water Conservation District (SWCD), Le Center, MN (Applicant); Mike & Kathryn Siebsen, Le Center, MN (Owner) to allow grading, excavating, and filling of approximately 150 cubic yards of material outside the shore impact zone for the construction of an erosion control project in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Gorman Lake. Property is located in the NE 1/4, Section 14, Cordova Township.

On motion by Connolly, seconded by Rohlfing and approved via roll call vote 3-0 with Gliszinski and Wetzel absent, the Board granted a Conditional Use Permit To Le Sueur County Soil & Water Conservation District (SWCD), Le Center, MN (Applicant); Steven Rutt, Le Center, MN (Owner) to allow grading, excavating, and filling of approximately 1355 cubic yards of material for stormwater basin management and erosion control project in a Recreational Residential “RR” District, on a Recreational Development “RD lake, Lake Volney. Property is located at Lots 9 & 10, Lake Volney Estates, Section 36, Lexington Township.

On motion by Rohlfing, seconded by Connolly and approved via roll call vote 3-0 with Gliszinski and Wetzel absent, the Board granted a Conditional Use Permit to Gayle Jones, Amboy, MN (Applicant/Owner) to allow grading, excavating, and filling of approximately 160 cubic yards of material for construction of 4-tiered retaining walls, stairs, and pervious patio within the shore impact zone in a Recreational Residential “RR” District on a Recreational Development “RD” lake, Lake Jefferson. Property is located at Lot 3, Block 1, Hardeggers Subdivision, Section 6, Elysian Township.

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

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved a recommendation to hire Makayla Schmitz, full time Public Health Nurse in Public Health, as a Grade 11, Step 4 at \$26.06 per hour, effective November 9, 2016.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved a recommendation to pre-approve the request to authorize a step increase to Makayla Schmitz, full time Public Health Nurse in Public Health, after completion of the six-month probationary period.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved a recommendation to grant regular status to Jessica Schwartz, full time Agency Social Worker in Human Services, effective October 25, 2016. Jessica has completed the six-month probationary period.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved a recommendation to accept the resignation from Catherine Weniger, full time Assistant County Attorney in the County Attorney's office, effective October 21, 2016. Catherine has been employed with Le Sueur County since June 2016.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved a recommendation to advertise for a full time Assistant County Attorney in the County Attorney's Office, a Grade 12, Step 1 at \$24.82 per hour.

Don Reak, Parks Director appeared before the Board with several items for discussion and approval.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved to allow the Parks Department to carry over forfeit tax sales dollars from year to year.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved to hire an architect to design a new addition for the Ney Center.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved a contract with Claybaugh Preservation Architecture for the Geldner Saw Mill Project.

Amy Beatty, Environmental Programs Specialist appeared before the Board with one item for approval.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved and authorized the Board Chair to sign a Solid Waste Permit Application for Waterville Township to operate a recycling facility and waived the application fee.

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

**ATTEST:** \_\_\_\_\_  
**Le Sueur County Administrator**                      **Le Sueur County Chairman**

## Summary Minutes of Le Sueur County Board of Commissioners Meeting, October 25, 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).

- Approved the agenda. (Connolly-Rohlfing)
- Approved the consent agenda: (Rohlfing-Connolly)
- The Board granted a Conditional Use Permit to Tyler Hering, Waterville, MN (APPLICANT); Terry Hering, Waterville, MN (Owner). (Connolly-Rohlfing)
- The Board granted a Conditional Use Permit Jessica Whipps, Le Center, MN (Applicant); Julie (Heilman) Factor Etal, Le Center, MN (Owner). (Connolly-Rohlfing)
- Granted a Conditional Use Permit to Robert & Connie Ryan, St Peter, MN (Applicant\Owner). (Rohlfing-Connolly)
- Granted a Conditional Use Permit to Robert & Connie Ryan, St. Peter, MN (Applicant\Owner). (Connolly-Rohlfing)
- Granted a Conditional Use Permit to Michael Howard, Showlow, AZ (Applicant); Shirley Krenik, Elysian, MN (Owner). (Rohlfing-Connolly)
- Granted a Conditional Use Permit to Michael Howard, Showlow, AZ (Applicant); Shirley Krenik, Elysian, MN (Owner). (Connolly-Rohlfing)
- Granted a Conditional Use Permit to Le Sueur County Soil & Water Conservation District (SWCD), Le Center, MN (Applicant); Mike & Kathryn Siebsen, Le Center, MN (Owner). (Rohlfing-Connolly)
- Granted a Conditional Use Permit To Le Sueur County Soil & Water Conservation District (SWCD), Le Center, MN (Applicant); Steven Rutt, Le Center, MN (Owner). (Connolly-Rohlfing)
- The Board granted a Conditional Use Permit to Gayle Jones, Amboy, MN (Applicant/Owner). (Rohlfing-Connolly)
- Approved to hire Makayla Schmitz in Public Health. (Connolly-Rohlfing)
  - Approved to pre-approve the request to authorize a step increase to Makayla Schmitz after completion of the six-month probationary period. (Rohlfing-Connolly)
  - Approved to grant regular status to Jessica Schwartz in Human Services. (Rohlfing-Connolly)
  - Approved to accept the resignation from Catherine Weniger in the County Attorney's office. (Connolly-Rohlfing)
  - Approved to advertise for a full time Assistant County Attorney in the County Attorney's Office. (Rohlfing-Connolly)
  - Approved to allow the Parks Department to carry over forfeit tax sales dollars from year to year. (Rohlfing-Connolly)
  - Approved to hire an architect to design a new addition for the Ney Center. (Connolly-Rohlfing)
  - Approved a contract with Claybaugh Preservation Architecture for the Geldner Saw Mill Project. (Rohlfing-Connolly)
  - Approved a Solid Waste Permit Application for Waterville Township to operate a recycling facility and waived the application fee. (Connolly-Rohlfing)
  - Adjourned until Tuesday, November 1, 2016 at 9:00 a.m. (Connolly-Rohlfing)

ATTEST: Le Sueur County Administrator

Le Sueur County Chairman



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# Le Sueur County, MN

Tuesday, November 1, 2016

Board Meeting

## Item 2

**9:01 a.m. Sue Rynda, Human Services Director**

*RE: Assurance of Compliance*

Staff Contact:

MINNESOTA DEPARTMENT OF HUMAN SERVICES  
**CIVIL RIGHTS ASSURANCE OF COMPLIANCE FOR COUNTY HUMAN SERVICE AGENCIES**  
(Nondiscrimination in State and Federally Financed Programs)

**County Agency:** Le Sueur County Human Services

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964; SECTION 504 OF THE REHABILITATION ACT OF 1973; TITLE IX OF THE EDUCATION AMENDMENTS OF 1972; AGE DISCRIMINATION ACT OF 1975; CURRENT VERSION OF USDA'S FNS INSTRUCTION 113-1/CIVIL RIGHTS COMPLIANCE AND ENFORCEMENT, NUTRITION PROGRAMS AND ACTIVITIES FOOD AND NUTRITION SERVICE; ALL OTHER FEDERAL NONDISCRIMINATION LAWS, REGULATIONS, POLICIES, INSTRUCTIONS AND GUIDANCE; AND THE MINNESOTA HUMAN RIGHTS ACT

The County Agency provides this assurance in consideration of and for the purpose of obtaining Federal financial assistance from the U.S. Department of Agriculture (USDA) to operate the Supplemental Nutrition Assistance Program in Minnesota on behalf of the Minnesota Department of Human Services (DHS).

THE COUNTY AGENCY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964, 42 USC §2000d et seq., as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15, Subpart A and Subpart C. In accordance with Title VI and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the County Agency receives Federal financial assistance from USDA/DHS.
2. Section 504 of the Rehabilitation act of 1973, 29 USC § 794, as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15b. In accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her/his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the County Agency receives Federal financial assistance from USDA/DHS.
3. Title IX of the Education Amendments of 1972, 20 USC § 1681 et seq., as amended, and all requirements imposed by or pursuant to the regulation at 7 CFR Part 15a. In accordance with Title IX of that Act and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the County Agency receives Federal financial assistance from USDA/DHS.
4. Age Discrimination Act of 1975, 42 USC §§ 6101-6107, as amended and all requirements imposed by or pursuant to the regulation at 45 CFR Part 91. In accordance with the Age Discrimination Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the County Agency receives Federal financial assistance from USDA/DHS.
5. Current version of USDA's FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities, Food and Nutrition Service, issued November 8, 2005. The purpose of Instruction 113-1 is to establish and convey policy and provide guidance and direction to the USDA Food and Nutrition Service (FNS) and its recipients and customers and ensure compliance with and enforcement of the prohibition against



discrimination in all FNS nutrition programs and activities, whether federally funded in whole or not. FNS Instruction 113-1 incorporates the above Federal legal authorities.

- 6. Minnesota Human Rights Act found at Minnesota Statutes, Chapter 363A, specifically § 363A.11, Public Accommodations and § 363A.12, Public Services. In Minnesota, it is an unfair discriminatory practice to deny any person the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of a place of public accommodation because of race, color, creed, religion, disability, national origin, marital status, sexual orientation, or sex. Additionally, it is an unfair discriminatory practice to discriminate against any person in the access to, admission to, full utilization of or benefit from any public service because of race, color, creed, religion, national origin, disability, sex, sexual orientation, or status with regard to public assistance.

THE COUNTY AGENCY AGREES THAT BY ACCEPTING THIS ASSURANCE, it will compile data, maintain records, and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel and other authorized personnel, such as DHS personnel, during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, USDA shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the County Agency and its successors, transferees, and assignees, as long as they receive Federal financial assistance or retain possession of any assistance from DHS/USDA.

THE COUNTY AGENCY AGREES THAT BY ACCEPTING THIS ASSURANCE, it will obtain a written statement of assurance from its SNAP-related contractors and vendors assuring that they will also operate in compliance with all of the stated nondiscrimination laws, regulations, instructions, policies, and guidance.

**The person whose signature appears below is authorized to sign this assurance and commit the County Agency to the above provisions.**

**November 1, 2016**

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Date

**John King, Board Chair**

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Name and Title of Authorized Official (please print)

Signature of Authorized Official

**Le Sueur County Human Services**

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Name of County Agency

**88 S Park Avenue, Le Center, MN 56057**

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Street Address, City, State, Zip Code

**Please deliver Assurance to:**

Civil Rights Coordinator

Minnesota Department of Human Services, Equal Opportunity and Access Division

P.O. Box 64997, St. Paul, MN 55164-0997

[joann.dasilva@state.mn.us](mailto:joann.dasilva@state.mn.us)



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# Le Sueur County, MN

Tuesday, November 1, 2016

Board Meeting

## Item 3

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

Staff Contact:



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# **Le Sueur County, MN**

**Tuesday, November 1, 2016**

**Board Meeting**

## **Item 4**

**9:10 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 November 1, 2016

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

Dave Tietz	30 years	Sheriff's Office
Susie McMillen	30 years	Human Services
Kari Peters	15 years	Human Services
Jason Moran	15 years	Attorney's Office
Carrie Bruns	15 years	Attorney's Office
Darlene Tuma	10 years	Public Health
Patty Wolter	10 years	Human Services
Marni Pearson	5 years	Human Services

Recommendation to hire Robert Whipps, full time Assistant County Attorney in the County Attorney's Office, as a Grade 12, Step 1 at \$24.82 per hour, effective November 21, 2016.

Recommendation to approve and sign the Memorandum of Agreement with Le Sueur County and the International Union of Operating Engineers, Local 49 Highway Department unit, revising Article 12, Pay Conversation Contributions for the 2017 group health insurance.

Recommendation to approve and sign the Memorandum of Agreement with Le Sueur County and the Teamsters Local 320, Jailer/Dispatchers, revising Article XXI, Pay Conversation Contributions for the 2017 group health insurance.

Recommendation to approve and sign the Memorandum of Agreement with Le Sueur County and the Teamsters Local 320, Deputy Sheriff's unit, revising Article XXI, Pay Conversation Contributions for the 2017 group health insurance.

Recommendation to approve and sign the Memorandum of Agreement with Le Sueur County and the Teamsters Local 320, Courthouse unit, revising Article XVIII, Pay Conversation Contributions for the 2017 group health insurance.

Recommendation to approve and sign the Memorandum of Agreement with Le Sueur County and the Teamsters Local 320, Human Services unit, revising Article XVIII, Pay Conversation Contributions for the 2017 group health insurance.

*Equal Opportunity Employer*



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# Le Sueur County, MN

Tuesday, November 1, 2016

Board Meeting

## Item 5

**9:20 a.m. Josh Mankowski (10 min)**

*RE: AIS CLIMB Theatre contract, Lake Tetonka*

Staff Contact:

## **2016-17 AGREEMENT FOR CLIMB THEATRE SERVICES**

THIS AGREEMENT is made and entered into between LeSueur County and CLIMB THEATRE, INC, a Minnesota not-for-profit theater company, 6415 Carmen Avenue East, Inver Grove Heights MN 55076, (hereinafter "CLIMB").

WHEREAS, the LeSueur County desires to provide education on Aquatic Invasive Species in schools located in LeSueur County; and

WHEREAS, CLIMB has developed classes which are directed at children to help them understand Aquatic Invasive Species and how to care for Minnesota's lakes; and

WHEREAS, CLIMB has performed extensively in schools since 1975;

NOW, THEREFORE, in consideration of the mutual promises and benefits stated herein, the parties agree as follows:

### **1. SERVICES**

- a. CLIMB shall plan, schedule and make other preparations necessary to present up to four days of Aquatic Invasive Species classes elementary school students in LeSueur County;
- b. CLIMB shall execute a written agreement between it and each elementary school that schedules the classes. CLIMB shall make a copy of the agreement available to LeSueur County at the time of billing;
- c. CLIMB will indicate that LeSueur County provided funding to help bring the performances to the schools;
- d. CLIMB shall provide LeSueur County the date of the classes, prior to the date CLIMB will visit each school. Performances will take place in 2015-2016 school year.

### **2. LESUEUR COUNTY OBLIGATIONS**

- a. The total payments to CLIMB for classes will not exceed \$2,760.00.
- b. LeSueur County shall pay CLIMB \$600.00 per day of classes and \$90.00 for travel per day of classes.

3. **MANNER OF PAYMENT**

- a. Services performed by CLIMB shall be billed to LeSueur County at the beginning of the month when the performances are scheduled to take place. No claim for services furnished by CLIMB not provided for in this Agreement will be paid by LeSueur County under the terms of this Agreement.
- b. Payment will be made in the manner provided by law for the payment of claims against LeSueur County within forty-five (45) days of receipt of the invoice according to the usual practices and procedures of LeSueur County. CLIMB shall provide LeSueur County with verification of all purchased services provided upon request.
- c. LeSueur County reserves the right to withhold payments without incurring late payment interest pending the receipt of all necessary billing statements and reports requested by LeSueur County to be submitted under this Agreement. In the event LeSueur County decides to withhold payment under this provision, LeSueur County shall furnish written notice to CLIMB prior to the date of the next scheduled payment.
- d. No payment shall be made under this Agreement for any charges incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

4. **TERM**

The term of this Agreement is from the date this Agreement is approved by the LeSueur County to August 31, 2017, the date of the signatures of the parties notwithstanding, unless earlier terminated as provided herein.

5. **TERMINATION**

LeSueur County or CLIMB may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days written notice thereof to the other party. In such event, CLIMB shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

6. **CONDITION SUBSEQUENT**

It is understood and agreed that in the event that reimbursement to LeSueur County from state and federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be reviewed to determine the necessity of renegotiating all or parts of this Agreement.

7. **NON-ASSIGNABILITY**

CLIMB shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or notation, without the prior written consent of LeSueur County.

8. **INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures with LeSueur County. No tenure or any rights or benefits, including Worker's Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA or other benefits available to LeSueur County employees, shall accrue to CLIMB or employees of CLIMB performing services under this Agreement.

9. **INDEMNIFICATION AND INSURANCE**

- a. CLIMB agrees it will defend, indemnify and hold harmless LeSueur County, its officers and employees against any and all liability, loss, costs, damages and expenses which LeSueur County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of CLIMB's performance or failure to adequately perform its obligations pursuant to this Agreement.
- b. CLIMB further agrees that in order to protect itself as well as LeSueur County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force:
  1. General liability insurance in the amount of \$500,000 for bodily injury or property damage to any one person and \$1,500,000 for total injuries or damages arising from any one incident as required by LeSueur County.
  2. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to LeSueur County.
  3. Workers Compensation in the statutory amount, if applicable.



A Certificate of Insurance evidencing this coverage must be provided to LeSueur County before this Agreement is effective.

10. **MERGER AND MODIFICATION**

- a. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreement and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any material alteration, variations, modifications, or waivers or provisions of this Agreement shall be valid only when they have been reduced to in writing as an Amendment and signed by the parties.

11. **NONDISCRIMINATION**

During the performance of this Agreement, CLIMB agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State Laws against discrimination.

13. **RECORDS AVAILABILITY AND RETENTION**

Pursuant to Minnesota Statute 16C.05, subd. 5, CLIMB agrees that LeSueur County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. which are pertinent to the accounting practices and procedures of CLIMB and involve transactions relating to this Agreement.

CLIMB agrees to maintain and make available for auditing purposes, these records, for a period of six years from the date of termination of this Agreement.

14. **COMPLIANCE WITH LAW**

CLIMB agrees to conduct the service in compliance with all applicable provisions of Federal, state and local laws.

15. **OTHER CONDITIONS**

- a. Ownership of Performance Rights. The performance(s) governed by this Agreement are the exclusive property of CLIMB or represent property duly licensed to CLIMB. The Host Organization agrees that it shall not reproduce the performance in any fashion or appropriate the content of the performance(s), or any portion thereof, to its own use; further, the Host Organization shall not photograph, film, videotape or otherwise record or preserve the performance(s), or any portion thereof, without written permission from CLIMB. This does not preclude photographs for yearbook or other in school use of photographs or coverage by local press, which is encouraged. Please notify CLIMB of any media coverage you intend to pursue. CLIMB shall retain all rights to the performance, including the exclusive right to record, photograph, broadcast, film or publicize the performance(s). Host Organization shall not, therefore, photograph, broadcast, film or publicize CLIMB's performance(s) except as may be agreed upon by the parties in writing.
- b. Force Major. As the performance(s) governed by this Agreement may be subject to interruption by sickness, inclement weather, accident, act of God or any legitimate or unavoidable circumstance, it is agreed that neither party shall be entitled to damages from the other in the event the performance(s) are interrupted or canceled by such legitimate or unavoidable circumstance.
- c. Rescheduling. In the event that weather or other conditions beyond either party's control force postponement of this program, the activity shall be rescheduled for a date mutually agreed to by both CLIMB and the Host Organization.

16. **DATA PRACTICES**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of CLIMB because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal regulations on data privacy.

17. **FIREARMS PROHIBITED**

No employees, agents, or subcontractors of CLIMB, shall carry or possess a firearm at any time, at any location while acting on behalf of LeSueur County pursuant to the terms of this agreement. Violation of this provision shall be considered a substantial breach of the Agreement; and, in addition to any other remedy available to LeSueur County under law or equity. Violation of this provision is grounds for immediate suspension or termination of this contract.

IN WITNESS WHEREOF LeSueur County and CLIMB have respectively caused this Agreement to be duly executed as of the dates written below.

CLIMB

LESUEUR COUNTY

BY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

DATE \_\_\_\_\_

APPROVED AS TO FORM

BY \_\_\_\_\_

DATE \_\_\_\_\_



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# Le Sueur County, MN

Tuesday, November 1, 2016

Board Meeting

## Item 6

**9:30 a.m. Darrell Pettis, County Administrator / Engineer**

*RE: Guardian Inn Abatement*

*RE: TH 112 Public Information Meeting: Nov. 15th from 5-7 p.m. at the Env. Services conference room*

Staff Contact:



# THE FIRST NATIONAL BANK

PO BOX 160 LE CENTER, MN 56057  
Phone: 507-357-2273 Fax: 507-357-6687



PO BOX 88 KILKENNY, MN 56052  
Phone/Fax: 507-595-2273

**RECEIVED**

**OCT 24 2016**

October 19, 2016

Attn: Le Sueur County Commissioners  
Le Sueur County Courthouse  
88 South Park Ave  
Le Center, MN 56057

**County Administrator**

Re: Guardian Inn tax abatements / Property ID# is R 20.575.0590

Dear Honorable Commissioners:

As previously agreed to with the first half of the 2016 property taxes, we request that the county continue to honor the tax abatement for the Guardian Inn property. The bank has paid the second half 2016 property taxes for this property. The First National Bank of Le Center should remain as the benefactor of the abatement. By way of carbon copy of this letter this request is concurrently being made to the city of Le Center for the city's portion of the property taxes.

We would also like to be able to extend the abatement to a potential purchaser. To be frank, \$36,078.00 in annual property taxes are excessive in comparison to the sales generated by the motel. With property taxes in that range, the motel is not a viable or sustainable business. I see that the assessed value of the property was reduced in 2016 to \$633,100 (from \$959,300), thus will lead to a reduction in 2017 taxes payable. However, the actual market value of the property is significantly less than the reduced 2016 assessed value. The Le Center market for this motel does not support that valuation. With that said, the motel remains an important asset to the city and the surrounding area. With your continued support, a purchaser will be better positioned to turn the motel into a viable business opportunity.

Should you wish to have a representative of the bank, such as myself and/or Greg Traxler present at a meeting to answer additional questions, please contact us to ensure one of us can be present.

Sincerely,

Matt Wallskog  
Commercial/Ag Loan Officer

Cc: Chris Collins – Le Center City Administrator



LE SUEUR COUNTY  
 PAM SIMONETTE, AUDITOR-TREASURER  
 88 SOUTH PARK AVE.  
 LE CENTER, MN 56057-1620  
 507-357-2251  
 www.co.le.sueur.mn.us

# 2016 Property Tax Statement

## VALUES AND CLASSIFICATION

PROPERTY ID#: R 20.575.0590

Taxpayer: 19518  
 FIRST NATIONAL BANK/LE CENTER  
 PO BOX 160  
 LE CENTER MN 56057

Step

Taxes Payable Year  
 Classification:

2015  
 COMM  
 RES NON-HSTD

2016  
 COMM  
 RES NON-HSTD

1

Estimated Market Value: 959,300 959,300  
 Homestead Exclusion:  
 Taxable Market Value: 959,300 959,300  
 New Improvements/  
 Expired Exclusions\*:

Sent in March 2015

Step

Proposed Tax:

PROPOSED TAX

36,048.00

Sent in November 2015

Step

First-half Taxes:  
 Second-half Taxes:  
 Total Taxes due in 2016:

PROPERTY TAX STATEMENT

18,039.00  
 18,039.00  
 36,078.00

Tax Desc:

HORIZON ADDITION  
 Lot-003 Block-005 2.75 AC

\$\$\$  
 REFUNDS?

You may be eligible for one or even two  
 refunds to reduce your property tax.  
 Read the back of this statement to  
 find out how to apply.

Taxes Payable Year:

1. Use this amount on Form M1PR to see if you are eligible for a homestead credit refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.   
 2. Use this amount for the special property tax refund on schedule 1 of Form M1PR

Property Tax and Credits

3. Property taxes before credits  
 4. A. Agricultural market value credits to reduce your property tax  
 B. Other credits to reduce your property tax  
 5. Property taxes after credits

Property Tax by Jurisdiction

6. County  
 7. City or Town LE CENTER CITY  
 8. State General Tax  
 9. School District 2905 A. Voter Approved Levies  
 B. Other Local Levies  
 10. Special Taxing Districts COUNTY WID  
 WAS/LS LIB

11. Non-school voter approved referenda levies  
 12. Total property tax before special assessments

Special Assessments on Your Property

13. Special assessments Int: Prin: 157.50  
 2016 SOLID 157.50

2015 2016

36,104.50 35,920.50

36,104.50 35,920.50

7,819.66 8,171.35

14,605.08 14,540.57

7,798.86 7,461.53

3,034.43 2,659.44

2,554.13 2,774.85

27.70 26.51

264.64 286.25

36,104.50 35,920.50

157.50 157.50

14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS

36,262.00 36,078.00

### PAYABLE 2016 2<sup>nd</sup> HALF PAYMENT STUB

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

TO AVOID PENALTY PAY ON OR BEFORE: OCTOBER 17

If your address has changed please check this box and show the change on the back of this stub.

Property ID#: R 20.575.0590

Bill #: 18136

SECOND 1/2 TAX AMOUNT DUE: 18,039.00

Classification COMM  
 RES NON-HSTD

PENALTY:

TOTAL:

MAKE CHECKS PAYABLE TO:

Taxpayer: 19518  
 FIRST NATIONAL BANK/LE CENTER  
 PO BOX 160  
 LE CENTER MN 56057

Pam Simonette  
 Le Sueur County Auditor-Treasurer  
 88 South Park Ave.  
 Le Center, MN 56057-1620

RE TAX ID# 19518

No Receipt sent. Your cancelled check is proof of payment. Do not send postdated checks.

↑ DETACH HERE AND RETURN THIS STUB WITH YOUR SECOND HALF PAYMENT.

### PAYABLE 2016 1<sup>st</sup> HALF PAYMENT STUB

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION.

TO AVOID PENALTY PAY ON OR BEFORE: MAY 16

If your address has changed please check this box and show the change on the back of this stub.

Property ID#: R 20.575.0590

Bill #: 18136

FULL TAX AMOUNT: 36,078.00

FIRST 1/2 TAX AMOUNT DUE: 18,039.00

Classification: COMM  
 RES NON-HSTD

PENALTY:

TOTAL:

MAKE CHECKS PAYABLE TO:

Taxpayer: 19518  
 FIRST NATIONAL BANK/LE CENTER  
 PO BOX 160  
 LE CENTER MN 56057

Pam Simonette  
 Le Sueur County Auditor-Treasurer  
 88 South Park Ave.  
 Le Center, MN 56057-1620

RE TAX ID# 19518

No Receipt sent. Your cancelled check is proof of payment. Do not send postdated checks.

↑ DETACH HERE AND RETURN THIS STUB WITH YOUR FIRST HALF PAYMENT.



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# Le Sueur County, MN

Tuesday, November 1, 2016

Board Meeting

## Item 7

**10:00 a.m. Public Hearing**

*RE: Designated Predatory Offender Residency Restrictions Ordinance*

Staff Contact:





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, November 1, 2016 at 10:00 a.m.** for the purpose of taking public comment on the proposed **County of Le Sueur Designated Predatory Offender Residency Restrictions Ordinance.**

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 County Auditor's Office located in the Le Sueur County Courthouse or on the Le Sueur County Website at [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us)

John King  
Chair, Le Sueur County  
Board of Commissioners

Darrell Pettis  
Le Sueur County Administrator

**COUNTY OF LE SUEUR – COUNTY CODE**  
**CHAPTER \_\_\_\_\_ – PUBLIC SAFETY**

Designated Predatory Offender Residency Restrictions

**Section 1: Designated Predatory Offender Residency Restrictions**

**(a) Purpose.** The Le Sueur County Board of Commissioners intends to serve the county's compelling interest to promote, protect and improve the health, safety, and welfare of Le Sueur County residents under this Section. It is the express intent of the Board to further that interest by: creating areas around locations where children regularly congregate in concentrated numbers within which certain predatory offenders are prohibited from establishing temporary or permanent residence; and, by mitigating the concentration of certain predatory offenders, as required by Minnesota Statute § 244.052, Subd. 4a, by prohibiting certain predatory offenders from establishing temporary or permanent residence within close proximity to one another.

**(b) Findings.** The Board finds that repeat predatory offenders present a real threat to the public safety and especially to that of children. Certain predatory offenders are likely to use physical violence and present a high risk to repeat their offenses, and most such predatory offenders have committed many more offenses and have many more victims than are ever reported and prosecuted. This makes dealing with the danger posed to the public safety and especially that of children by those certain predatory offenders extremely important.

**Section 2: Definitions.** For purposes of this section the following definitions will apply unless the context or intent clearly requires a different meaning:

**(a) Designated predatory offender.** Any person who is required to register as a predatory offender under Minnesota Statute § 243.166, as may be amended from time to time, and who has been categorized as a Level III predatory offender under Minnesota Statute § 244.052, Subd. 3, a successor statute, or a similar statute from another state.

**(b) Permanent residence.** A place where a person abides, lodges, or resides for 14 or more consecutive days.

**(c) Temporary residence.** A place where a person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address or a place where the person routinely abides, lodges, or resides for a period of four or more consecutive or non-consecutive days in any month and which is not the person's permanent residence.

**(d) School.** A public or nonpublic preschool, elementary or secondary school.

(e) **Licensed child care facility.** A child care facility currently licensed by the Le Sueur County, Minnesota, public health and human services department.

(f) **Public park/playground.** Any city-owned, or privately owned but open to the public, area that is designed, equipped, and set aside for children's play and includes in that area such facilities as play equipment, surfacing, fencing, signs, internal pathways, internal land forms, vegetation and related structures.

### **Section 3: Prohibited Acts.**

(a) **Prohibited location of residence.** It is unlawful for any designated predatory offender to establish a permanent residence or temporary residence within 2,000 feet of any of the following:

1. Public or private school;
2. Licensed child care facility
3. Public park/playground;
4. Place of worship which provides regular educational programs;
5. Designated public school bus stop;
6. Designated public trails;
7. Public or private Gymnasiums;
8. Libraries;
9. Public beaches;
10. Sporting facilities (i.e. swimming pool, baseball fields, football fields, hockey rinks, soccer fields, etc.) where children are known to congregate;
11. The permanent or temporary residence of any other designated predatory offender.

(b) **Measurement of distance.** For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to the nearest outer property line of the properties listed in Section 3.

### **Section 4: Exceptions.** This section does not apply under the following circumstances:

(a) The designated predatory offender established the permanent residence or temporary residence and reported and registered the residence pursuant to Minnesota Statutes §§ 243.166 and 243.167, or a successor statute, prior to \_\_\_\_\_, 2016 (date of adoption of this ordinance);

(b) The designated predatory offender was a minor when he/she committed the offense and was not convicted as an adult;

(c) The designated predatory offender is a minor;

(d) The designated predatory offender has been granted a risk level reduction by the end-of-confinement review committee, pursuant to Minnesota Statute § 244.052, Subd. 3(i).

(e) The locations listed in Section 3 that are within 2,000 feet of the person's permanent residence were opened after the designated predatory offender established the permanent residence or temporary residence and reported and registered the residence pursuant to Minnesota Statutes §§ 243.166 and 243.167, or a successor statute;

(f) The residence is also the primary residence of the designated predatory offender's parents, grandparents, siblings or spouse, and was their residence prior to \_\_\_\_\_, 2016 (date of adoption of this ordinance);

(g) The residence is a property that is, prior to \_\_\_\_\_, 2016 (date of adoption of this ordinance), (i) purchased, leased, or contracted with the Minnesota Department of Corrections, (ii) licensed by the Minnesota Department of Corrections, and (iii) the temporary or permanent residence of one or more Designated Predatory Offenders.

**Section 5: Property Owners Prohibited from Renting Real Property to Designated Predatory Offenders in the Exclusion Zones.**

(a) It shall be unlawful for any property owner to rent or lease real estate to any designated predatory offender if the property is in the prohibited zone established in Section 3. If a property owner discovers or is informed that a tenant is a designated offender after a rental agreement is signed, a property owner shall commence eviction proceedings against the designated offender and take action to ensure that the designated offender is not residing in the exclusion zone.

(b) A property owner's violation of this prohibition shall be punishable as set forth in Section 6.

**Section 6: Penalty.** Any person who violates this section shall be punished according to the laws of the State of Minnesota. A violation of this Section shall constitute a misdemeanor. Each day a person maintains a temporary or permanent residence in violation of this ordinance constitutes a separate violation.

**Section 7: Severability.** The provisions of this Section are severable and if any provision of this Section or application of any provision of this Section due to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this Section shall not be affected thereby.

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 of Commissioners

Attest: \_\_\_\_\_  
County Administrator

Published: \_\_\_\_\_

DRAFT

# **Le Sueur County, MN**

**Tuesday, November 1, 2016**

**Board Meeting**

## **Item 8**

### **Future Meetings**

**Staff Contact:**

# Future Meetings

## November – December 2016

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November 1, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*Designated Predatory Offender Residency Restrictions Ordinance Public Hearing, 10:00 a.m.</b> <b>*CHB Meeting, 1:00 p.m. Waterville Senior Center</b>
November 2, 2016	AMC Meeting, 8:00 a.m. in Truman, MN
November 8, 2016	No Board Meeting
November 10, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
November 11, 2016	<b>Offices Closed – Veteran’s Day</b>
November 15, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*West Jefferson Public Hearing, 11:00 a.m.</b> <b>*Budget Work Session</b>
November 17, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
November 22, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*Highway Work Session</b>
November 24-25, 2016	<b>Offices Closed – Thanksgiving Holiday</b>
November 29, 2016	No Board Meeting
December 5-6, 2016	AMC Annual Conference, Hyatt Regency Minneapolis
December 6, 2016	No Board Meeting due to AMC Conference
December 8, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
December 13, 2016	Board Meeting, 9:00 a.m.

December 15, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
December 20, 2016	<b>Board Meeting, 4:30 p.m.</b> <b>*2017 Budget/Levy Public Hearing, 6:00 p.m.</b>
December 26, 2016	<b>Offices Closed – Christmas Holiday</b>
December 27, 2016	<b>Board Meeting, 9:00 a.m.</b>