



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
November 15, 2016**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: November 1, 2016 Minutes and Summary Minutes
2. **9:05 a.m. Claims (5 min)**
3. **9:10 a.m. Human Services (40 min)**
4. **9:50 a.m. Josh Mankowski (10 min)**
RE: Cannon 1W1P Update
5. **10:00 a.m. Human Resources (10 min)**
6. **10:10 a.m. Pam Simonette, Auditor - Treasurer (5 min)**
RE: Credit Card Request
7. **10:15 a.m. Darrell Pettis, County Administrator / Engineer**
RE: MnDOT Cooperative Agreement and Resolution, Intersection Lighting
RE: WCA Bank Closure
8. **11:00 a.m. West Jefferson Public Hearing**
9. **Designated Predatory Offender Residency Restrictions Work Session**
10. **Budget Work Session**

11. **Future Meetings**



Le Sueur County, MN

Tuesday, November 15, 2016

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: November 1, 2016 Minutes and Summary Minutes

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting November 1, 2016

The Le Sueur County Board of Commissioners met in regular session on Tuesday, November 1, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlfig, 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 Rohlfig, seconded by Gliszinski and unanimously approved, the Board approved the consent agenda:

- Approved the October 25, 2016 County Board Minutes and Summary Minutes

Sue Rynda, Human Services Director appeared before the Board with one item for approval.

On motion by Connolly, seconded by Rohlfig and unanimously approved, the Board approved and authorized the Board Chair to sign the Civil Rights Assurance of Compliance for County Human Service Agencies.

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

Soc Serv:	\$ 118,348.25
Financial:	\$ 18,147.30

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

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

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

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

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

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

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

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

Josh Mankowski appeared before the Board with one item for approval.

On motion by Rohlfing, seconded by Wetzel and unanimously approved, the Board approved the 2016-17 Agreement for CLIMB Theater Services.

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

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the Guardian Inn abatement of the second half of 2016 taxes contingent on the City of Le Center doing the same.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved to recess the meeting at 9:35 a.m. until 10:00 a.m.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board opened the Designated Predatory Offender Residency Restrictions Ordinance Public Hearing at 10:00 a.m. Darrell Pettis presented an overview.

At 10:25 a.m. the Board closed the public hearing with 8 public comments.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved to table a decision on the Designated Predatory Offender Residency Restrictions Ordinance until Tuesday, November 22, 2016.

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

Warrant #	Vendor Name	Amount
42872	Alternative Business Furniture	\$ 5,018.76
42877	Bolton & Menk Inc.	\$ 15,333.50
42879	Brock White Co. LLC	\$ 4,808.48
42886	Contech Engineered Solutions LLC	\$ 3,051.67
42889	Countryside Tree Service	\$ 4,940.00
42890	D-A Lubricants Co. Inc.	\$ 6,257.30
42891	Diamond Drugs Inc.	\$ 3,730.87
42900	Genesis	\$ 4,216.55
42905	Jean Gustafson	\$ 2,221.30
42915	Le Sueur Co Recorder	\$ 5,666.94
42917	Le Sueur Co Soil & Water Conservation Dist.	\$ 4,985.59
42919	Mariska Enterprises	\$ 9,570.00
42921	Max Johnson Trucking	\$ 53,125.00
42928	MN Dept of Transportation	\$ 4,124.17
42949	S.M.C. Co. Inc.	\$ 2,118.13
42954	Technical Solutions of Madison Lake Inc.	\$ 5,817.95
42957	Traxler Construction Inc.	\$ 24,514.30
42958	Tri-County Solid Waste	\$ 16,125.96
42962	Van Paper Co.	\$ 2,025.99
42968	Wenck Associates Inc.	\$ 11,164.60
42970	Zimmerman Construction	\$ 3,659.80
79	Claims paid less than \$2,000.00:	\$ 26,332.12
21	Claims paid more than \$2,000.00:	\$192,476.86
100	Total all claims paid:	\$218,808.98

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, November 15, 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, November 1, 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: \$ 118,348.25 and Financial: \$ 18,147.30 (Gliszinski-Wetzel)
- Approved a Civil Rights Assurance of Compliance for County Human Service Agencies. (Connolly-Rohlfing)
- Approved to hire Robert Whipps in the County Attorney's Office. (Gliszinski-Connolly)
- Approved 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. (Wetzel-Rohlfing)
- Approved 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. (Connolly-Gliszinski)
- Approved 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. (Rohlfing-Wetzel)
- Approved 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. (Gliszinski-Connolly)
- Approved 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. (Wetzel-Rohlfing)
- Approved the 2016-17 Agreement for CLIMB Theater Services. (Rohlfing-Wetzel)
- Approved the Guardian Inn abatement of the second half of 2016 taxes. (Rohlfing-Connolly)
- Approved to recess the meeting at 9:35 a.m. until 10:00 a.m. (Rohlfing-Connolly)
- The Board opened the Designated Predatory Offender Residency Restrictions Ordinance Public Hearing at 10:00 a.m. (Rohlfing-Connolly)
- Approved to table a decision on the Designated Predatory Offender Residency Restrictions Ordinance until Tuesday, November 22, 2016. (Gliszinski-Rohlfing)
- The following claims were approved for payment: (Rohlfing-Connolly)

Warrant #	Vendor Name	Amount
42872	Alternative Business Furniture	\$ 5,018.76
42877	Bolton & Menk Inc.	\$ 15,333.50
42879	Brock White Co. LLC	\$ 4,808.48
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21	Claims paid more than \$2,000.00:	\$192,476.86
100	Total all claims paid:	\$218,808.98

●Adjourned until Tuesday, November 15, 2016 at 9:00 a.m. (Connolly-Wetzel)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman



Le Sueur County, MN

Tuesday, November 15, 2016

Board Meeting

Item 2

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

Staff Contact:



Le Sueur County, MN

Tuesday, November 15, 2016

Board Meeting

Item 3

9:10 a.m. Human Services (40 min)

Staff Contact:

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

100- INFORMATION/PRESENTATIONS:

- 110 - MN Sure Update - Deb Serich
- 120 - Out-Patient Chemical Health Treatment Program Update -
Curt Murphy and Mike McGinnis (Addiction Recovery
Technologies)

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 - TRIMIN, Inc Contract (Professional Computer Programming and
Technical Assistance for Collections and Social Welfare Systems)
- 320 - Commissioner's Warrants

CMHS Services Agreement for 2017

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

Le Sueur

(County)
and
TRIMIN SYSTEMS, INC.

This Agreement made by and between Le Sueur County Human Services, hereinafter referred to as the "County" and TriMin Systems Inc., 2277 Highway 36 West, Suite 250, St. Paul, Minnesota, hereinafter referred to as "TriMin". Where the Agreement refers to "User Group", it is understood to mean all counties who are parties to this Agreement.

WITNESSETH

WHEREAS, the County wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems now in use by the County and a number of other counties; and

WHEREAS, the County has undertaken to retain professional services as described above as a member of a group of Minnesota county welfare and human services agencies and other entities, sometimes known as Computer Management for Human Services (CMHS); and

WHEREAS, TriMin has and will be expected to render substantial services hereunder without advance notice on an emergency basis; and

WHEREAS, TriMin and selected personnel currently are making a substantial commitment of time and resources for the future, prior to the rendering of services and the use of those resources pursuant to this Agreement, all in reliance upon this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be supported.

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components including, but not limited to:

- A. Agency Collection System (ACS)
- B. Social Welfare System (SWS)

II. Support Definition.

- A. Support: TriMin will provide application support for County via telephone, email and quarterly CMHS meetings. Support includes the following aspects:
1. Consultation and problem assistance
 2. New staff orientation/overview training (remotely)
 3. Bug Fixes
 4. Mandated Modifications, per II-C below
 5. Invoicing of charges to the County
- B. Special Projects: "Special Projects" are those projects which the User Group may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the CMHS Executive Board.
- C. Mandated Systems Modifications: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.
- Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.
- In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the CMHS Executive Board and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).
- Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.
- Mandated Systems Modifications shall be initiated upon receipt of authorization from the CMHS Executive Board.
- D. Direct Support: "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.

III. Allocation of Charges and Costs

- A. Charges and costs for Support, Special Projects, and Mandated Systems Modifications, as defined in Section II-A, B, and C above, shall be billed to the County.
- B. Charges and costs for Direct Support, as defined in Section II-D, above, shall be chargeable to the County requesting such services, and TriMin shall bill the County for Direct Support. Direct support charges and costs shall be itemized according to type of services.

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 15, 2016

- A. TriMin shall bill the County the charges and costs for Support services, as defined in Section II, above, at a flat rate as set forth below, and per the system(s) used and selected below by the county (per "x" in square(s) below):

☒ **Annual Support for ACS, paid as one-time charge (one billing):** \$1,575, less \$766.45, as the 2017 credit for applying ACS funds from CMHS = **Net 2017 ACS Fee of \$808.55**

☒ **Annual Support for SWS, paid as one-time charge (one billing): \$1,575**

- B. TriMin shall bill the County the charges and costs for Special Projects as defined in Section II-B, above, at the hourly rates, set forth in Section IV-E, below. Such billing shall identify the system being supported.
- C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.
- D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:
- \$155 per hour
- E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.

V. Allowance for Cost of Additional Services

Special Projects and Mandated Systems Modifications, as defined in Sections II-B and II-C, above, may only be billed to County if approved by CMHS Executive Board prior to commencement of services being performed on County's behalf. The actual expenditure of this allowance is only authorized as defined in Sections II-B and II-C above.

VI. Warranties of the Parties

- A. TriMin represents and warrants as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties.
2. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products of TriMin and that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, or trade secret.

- B. The County represents and warrants as follows:

1. The County represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for the County and for the County activity or system involved.
2. The County represents and warrants that it will make prompt and full disclosure to TriMin of any information regarding the government requirements and regulations related to the government program and that the system services.

VII. Other Conditions

- A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the Agreement, it is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

- B. Non-Assignment: TriMin shall not assign any interest in the Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to TriMin from the County under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.
- C. Conflicts of Interest. TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.
- D. Subcontracting. None of the work or services covered by this Agreement, and properly authorized by the User Group, shall be subcontracted without prior written approval of the CMHS Executive Board.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the responsibility of TriMin hereunder to the County for the services provided.

- E. Expenses Incurred: No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.
- F. Independent Contractor: For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.
- G. Liability: In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.

The counties who are parties to this Agreement agree to reimburse TriMin on a shared basis for the annual premium and fees for such professional liability insurance. Such reimbursement shall be paid to TriMin by the County by the end of the first month of the Agreement. If such reimbursement is deemed by the County to be excessive, or if such coverage is unavailable, TriMin and the County agree to negotiate in good faith to either change the coverage requirement, or to eliminate liability by TriMin from this Agreement.

- H. Disclaimer of Warranties: Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.

- I. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.
- J. Insurance: TriMin, for the benefit of itself, the County, and the User Group, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following.
1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned and hired vehicles used regularly in provision of services under this Agreement, in an amount of not less than one million dollars (\$1,000,000) per accident for combined single limit.
 2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than two million dollars (\$2,000,000) for property damage arising from one (1) occurrences, two million dollars (\$2,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and two million dollars (\$2,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
 3. Statutory Workers' Compensation Insurance
 4. Professional liability (errors and omissions) insurance in an amount of not less than one million five hundred thousand and no/100th dollars (\$1,500,000.00).
 5. TriMin will provide the CMHS Chairperson with certificates of insurance insurance shall provide that the insurance carrier will notify the CMHS Chairperson in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's insurance coverage.
- K. Local Alterations: For each of the systems supported under this contract, the maintained by TriMin shall be designated the "Base System". The parties to Agreement agree to accept the base system and modifications to the base system as approved by the CMHS Executive Board. TriMin shall not be liable for claims arising from local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.
- L. Data Practices: All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other state and federal laws on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates William Mori, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data.
- M. Force Majeure: TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.
- N. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.
- O. Governing Laws: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement.
- P. Non-Discrimination: In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, sexual orientation, marital status, national origin, disability, or public assistance.

- Q. Applicability of Uniform Commercial Code: Except to the extent the provisions of this Agreement are clearly inconsistent therewith, this Agreement shall be governed by the applicable provisions of the Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.
- R. Whereas Clauses: The matters set forth in the "Whereas" clauses on page (1) hereof are incorporated into and made a part of this Agreement.
- S. Paragraph Headings: The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.
- T. Pursuant to Minn. Stat. §16C.05, Subd.5, the Contractor agrees that the 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 the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- U. Liability of the County shall be governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law. This Agreement shall not constitute a waiver by the County of limitations on liability provided by Minnesota Statutes, Chapter 466 or other applicable laws.

V. Duration

The duration of this Agreement shall be January 1, 2017, to December 31, 2017, inclusive.

W. Cancellation

This Agreement is binding for the duration of the agreement (1 year) and may not be canceled by the County or by TriMin within the contract period.

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

Accepted and Agreed for:

County: Le Sueur

Signed By: _____

Name: _____

Title: _____

Date: _____

Accepted and Agreed for:

TriMin Systems, Inc.

Signed By: _____

Name: Joe McNiff

Title: Director of Services

Date: _____



Le Sueur County, MN

Tuesday, November 15, 2016

Board Meeting

Item 4

9:50 a.m. Josh Mankowski (10 min)

RE: Cannon 1W1P Update

Staff Contact: Joshua Mankowski



Le Sueur County, MN

Tuesday, November 15, 2016

Board Meeting

Item 5

10:00 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 15, 2016

Recommendation to grant regular status to Jennifer Wetzel, full time Administrative Assistant II in the County Attorney's office, effective November 4, 2016. Jennifer has completed the six-month probationary period.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, November 15, 2016

Board Meeting

Item 6

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

RE: Credit Card Request

Staff Contact:



Le Sueur County, MN

Tuesday, November 15, 2016

Board Meeting

Item 7

10:15 a.m. Darrell Pettis, County Administrator / Engineer

RE: MnDOT Cooperative Agreement and Resolution, Intersection Lighting

RE: WCA Bank Closure

Staff Contact:

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
LE SUEUR COUNTY
COOPERATIVE CONSTRUCTION

LIGHTING MAINTENANCE
AGREEMENT**

Trunk Highway Number (T.H.):	<u>22</u>
State Project No.	<u>4012-40</u>
Lighting Feed Point	<u>Le Sueur County</u>

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

Recitals

1. The State will install, in coordination with the County, new Highway Lighting Systems ("Lighting System") on Trunk Highway No. 22 at County Highway No. 41 (East Pearl Street) and on Trunk Highway No. 22 at County Highway No. 45 according to State-prepared typical drawings, standard plates, specifications and special provisions (SP 4012-40); and
2. The State contract will furnish and install screw-in bases, 9-40 standard light poles and luminaires according to State prepared typical drawings, standard plates, specifications and special provisions for the new Lighting System; and
3. The County will provide for the operation, maintenance and electrical energy of the new Lighting System; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 4. Maintenance by the County; 7. Liability; Worker Compensation Claims; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.

1.4. *Typical drawings, Standard Plates, Specifications, Special Provisions.* State prepared typical drawings, standard plates, specifications and special provisions are on file in the office of the County's Engineer and incorporated into this Agreement by reference. ("Project Plans")

1.5. *Exhibits.* Exhibits "A" and "B", showing the location of the new Lighting System, are attached and incorporated into this Agreement.

2. Construction by the State

2.1. *Lighting System Construction.* The State, with its own resources and equipment, will install a new Lighting Systems on T.H. 22 at CR 41 and at T.H. 22 at CR 45 according to the Project Plans:

2.2. *Direction, Supervision and Inspection of Construction.* The State will direct and supervise all Lighting System construction activities including final light pole locations. All Lighting System construction will be performed according to the Project Plans.

3. State Furnished Materials

None.

4. Maintenance by the County

Operation, maintenance and electrical energy responsibilities will be as follows for the Lighting Systems on Trunk Highway No. 22 at CR. 41(East Pearl Street) shown in Exhibit "A" and Trunk Highway No. 22 at CR 45 shown in Exhibit "B".

4.1. *Power.* The County will pay all monthly electrical service expenses necessary to operate the Lighting System.

4.2. *Lighting System Maintenance.* The County will provide maintenance and ownership of the lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment.

4.3. *Right of Way Access.* The State authorizes the County to enter upon State right of way to perform the maintenance activities described in this Agreement.

4.4. *Utility Permit.* After completion of the Lighting System construction, the County will submit to the State's Utility Engineer an original permit application for the new County owned Lighting System constructed within the trunk highway right-of-way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right Of Way" (Form TP2525).

5. Authorized Representatives

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

5.1. The State's Authorized Representative will be:

Name/Title: Scott M. Thompson (or successor)
Address: 2151 Bassett Drive, Mankato MN
Telephone: 507-304-6156
E-Mail: scott.m.thompson@state.mn.us

5.2. The County's Authorized Representative will be:

Name/Title: Darrel Pettis (or successor)
Address: 88 South Park Ave., Le Center MN
Telephone: 507-357-2251
E-Mail: dpettis@co.le-sueur.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

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

7. Liability; Worker Compensation Claims

- 7.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County.
- 7.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

8. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

9. State Audits

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

10. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected,

received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

11. Governing Law; Jurisdiction; Venue

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

12. Termination; Suspension

12.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

12.2. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

13. Force Majeure

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

LE SUEUR COUNTY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval: _____

By: _____
(District Traffic Engineer)

Date: _____

Approved: _____

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

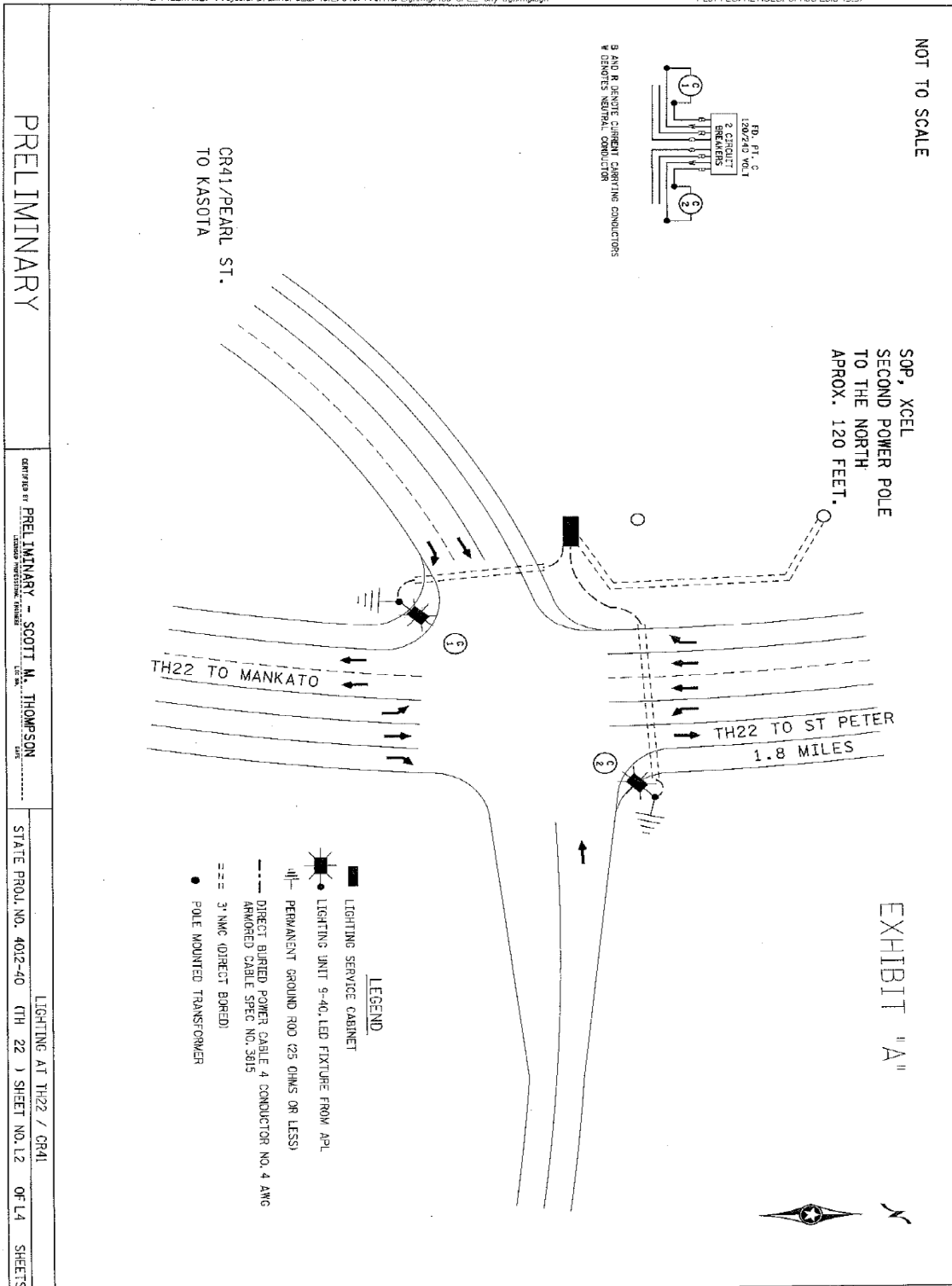
By: _____
(With delegated authority)

Date: _____

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

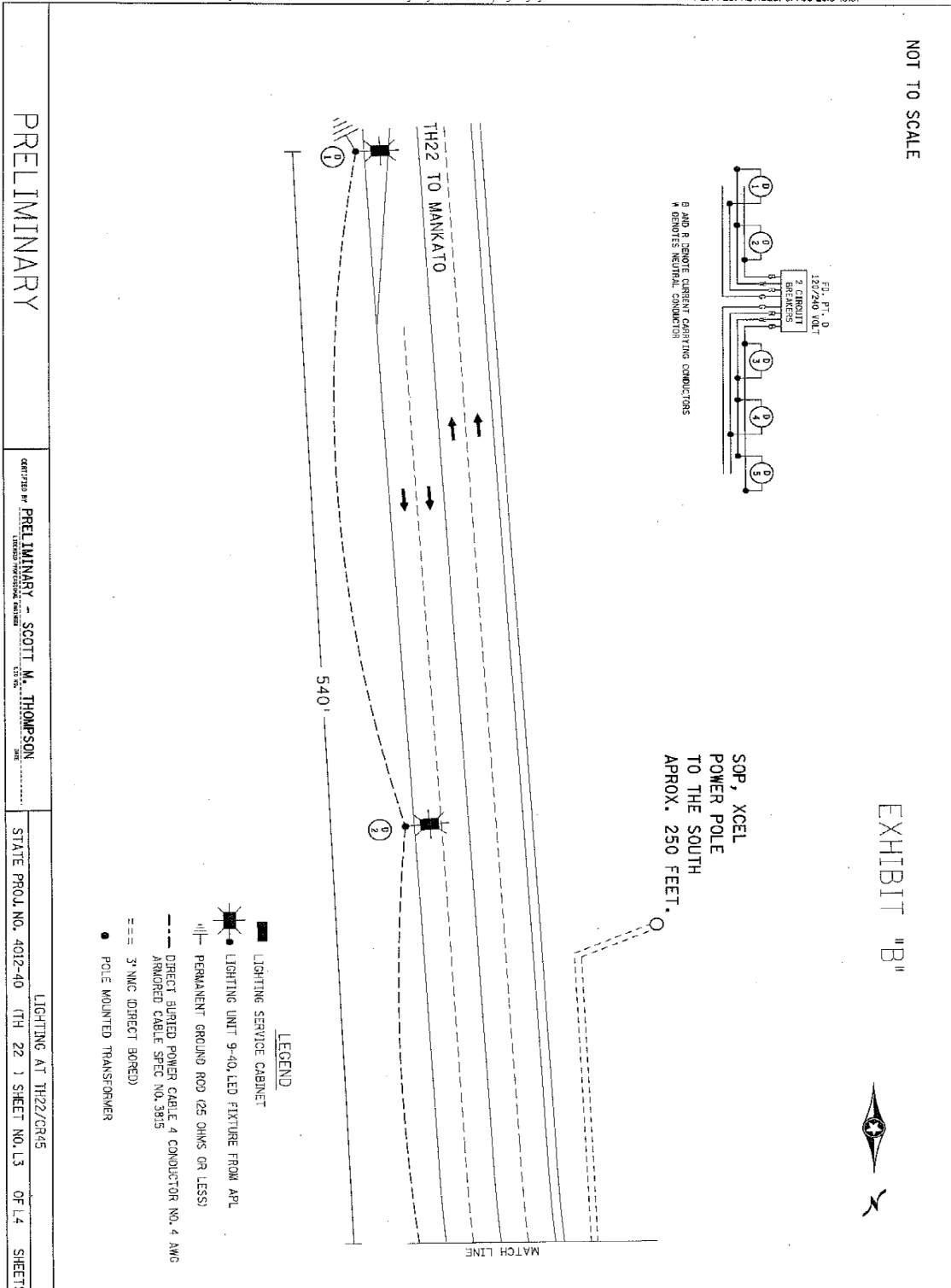
DISTRICT #: 7 - Mankato/Winona
 USER NAME: bcd/ld
 PATH & FILENAME: Projects/DT_MKO/022/402/040/Traffic/Lighting/169 of 22 city lighting.dgn

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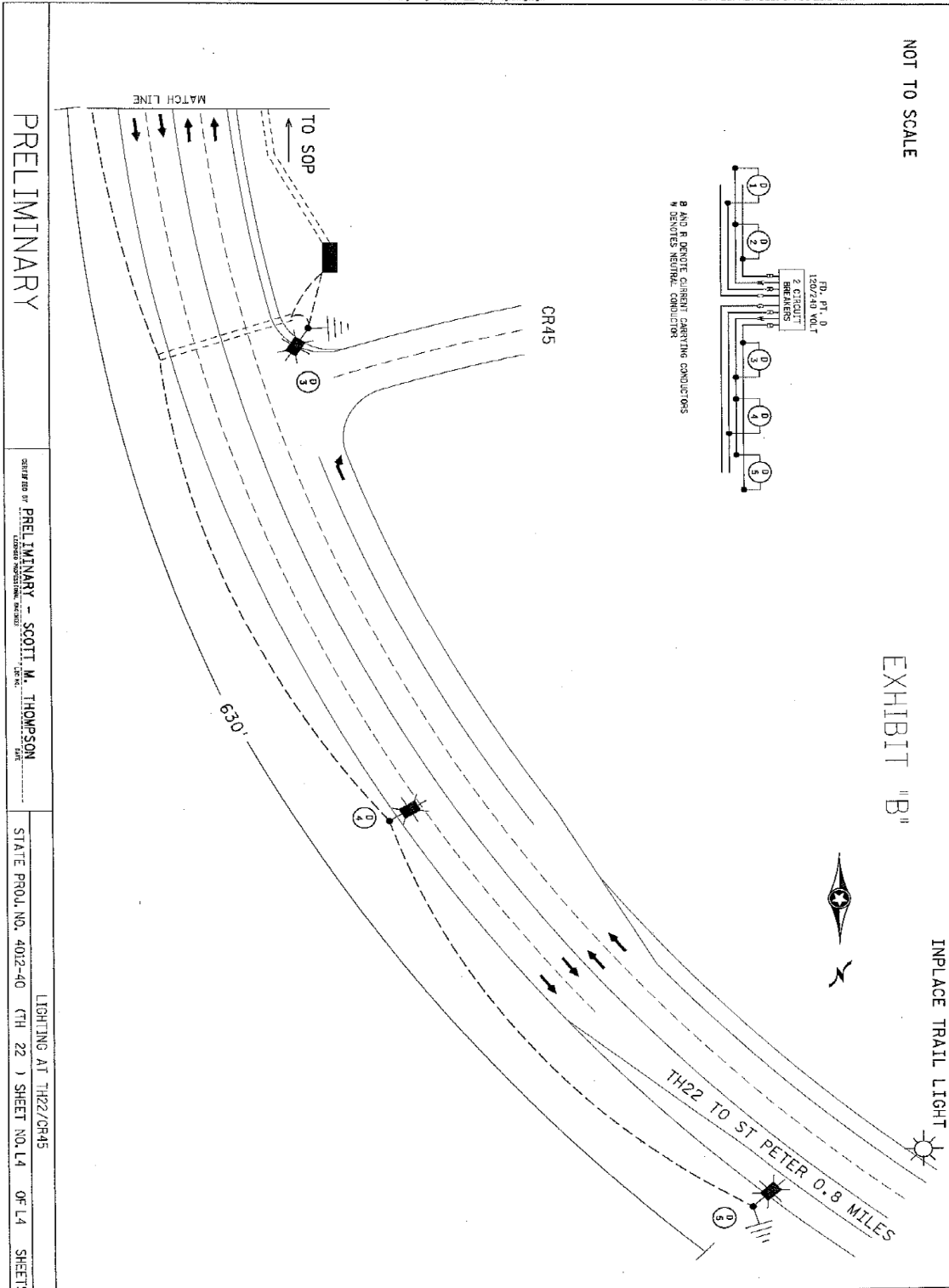
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 USER NAME: bechled
 PATH & FILENAME: Projects\DT_MKO\022\4012\040\Traffic/Lighting\169 at 22 city lighting.dgn

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 USER NAME: becliffed
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LE SUEUR COUNTY

RESOLUTION

IT IS RESOLVED that Le Sueur County enter into MnDOT Agreement No. 1026568 with the State of Minnesota, Department of Transportation for the following purposes:

To establish maintenance responsibilities for the Highway Lighting Systems located at the intersection of TH 22 and Co. Rd. 41 and at TH 22 and Co. Rd. 45 under State Project No. 4012-40.

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

CERTIFICATION

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

Subscribed and sworn to before me this
_____ day of _____, 2016

Notary Public _____

My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)



Local Road Wetland Replacement Program: Notification of Wetland Bank Service Area Closure

November 1, 2016

Effective December 2, 2016, the following Wetland Bank Service Areas will be closed and until further notice, the Board of Water and Soil Resources (BWSR) will not provide wetland replacement for Local Road Wetland Replacement Program (LRWRP) eligible road projects due to a lack of available wetland replacement credits:

- Bank Service Area 4 – Upper Red River
- Bank Service Area 6 – St. Croix River

Wetland replacement through BWSR's LRWRP is provided to eligible county, city and township road projects on a watershed basis using Wetland Bank Service Area (BSA) boundaries (see attached figure) to manage the allocation of replacement credits. These two bank service areas have a zero credit balance, and therefore BWSR will not be able to provide wetland replacement credits at the time an eligibility determination is approved by a Technical Evaluation Panel (TEP) or a permit application is submitted to the U.S. Army Corps of Engineers (Corps). The Corps requires that the source of wetland replacement credits be identified during their review of a permit application, and that Corps approved wetland credits be debited from a wetland bank account prior to or concurrent with the wetland impacts of a project. The LRWRP cannot be a source of wetland credits for wetland impacts in BSAs with a zero credit balance.

BWSR is identifying BSAs with a zero credit balance as "closed" since there are no credits available, and no funding available to develop new credits, that can be used to offset wetland impacts from eligible projects in those BSAs.

Note that closure of BSAs to the use of BWSR-supplied wetland credits does not affect the process by which local road authorities apply and report qualifying impacts to BWSR according to MN Rule 8420.0544, the process for TEP review, or the exemption for qualifying projects from the replacement plan requirements of State law under the LRWRP. However, because of the lack of LRWRP credits in these BSAs, local road authorities in these areas will have to work directly with the Corps to identify and obtain appropriate wetland replacement credits to satisfy Corps' permit requirements. Replacement could be required under other State programs as well, such as the Public Waters Permit Program administered by the Department of Natural Resources.

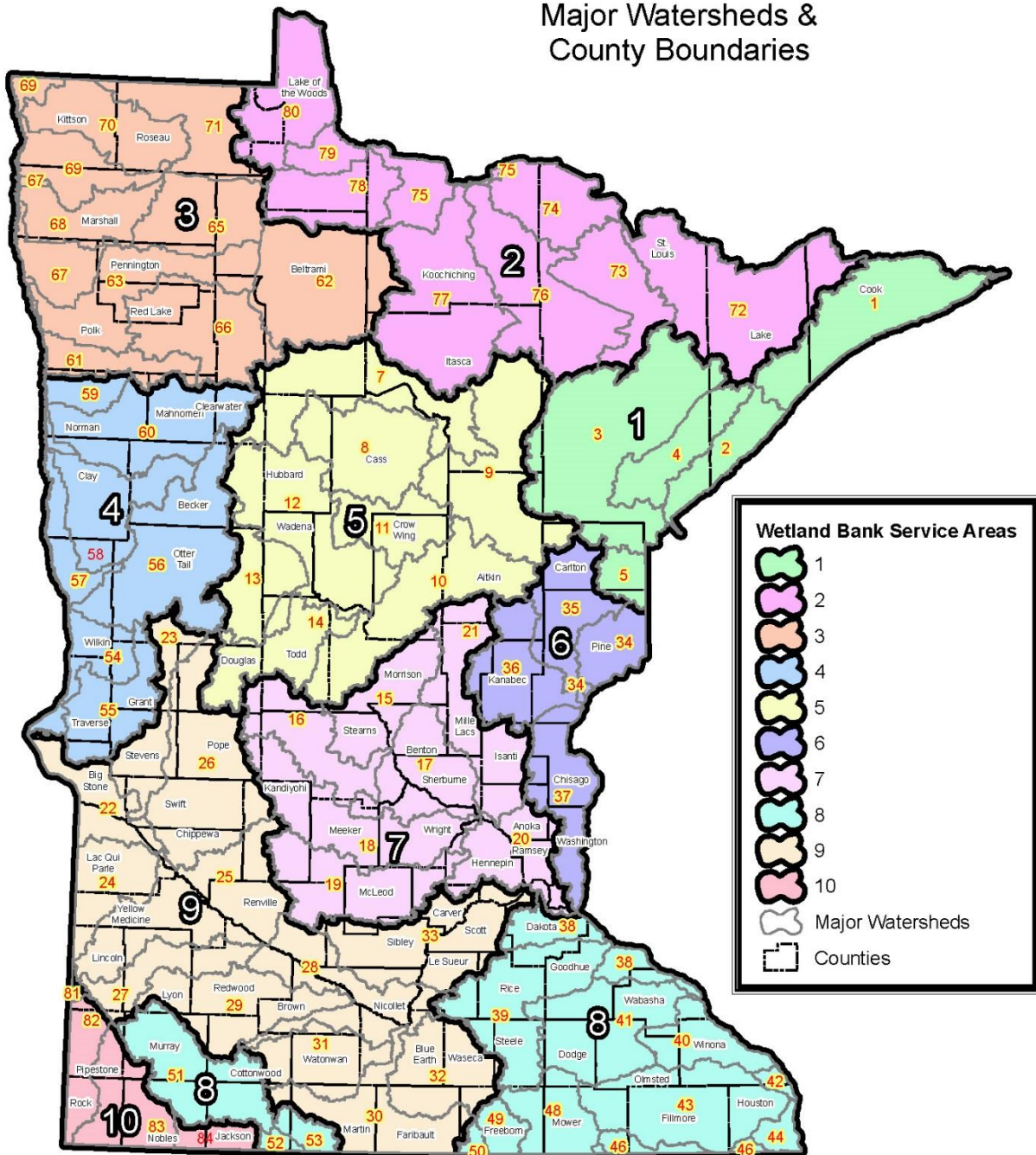
BWSR will continually evaluate the availability of wetland credits in each BSA and will take action to open and/or close BSAs in response to changing levels of credit availability in the LRWRP. County, city, and township transportation authorities, as well as other state and federal agencies, will be notified of any future action to open or close BSAs.

Additional information on the status of the LRWRP is available on the BWSR website at http://www.bwsr.state.mn.us/wetlands/wetlandbanking/road_replacement.html.

Please contact Tim Smith, BWSR Wetland Bank Coordinator, at 651-600-7554 or tim.smith@state.mn.us for more information.

Wetland Bank Service Areas

With
Major Watersheds &
County Boundaries





Le Sueur County, MN

Tuesday, November 15, 2016

Board Meeting

Item 8

11:00 a.m. West Jefferson Public Hearing

Staff Contact:

NOTICE OF PUBLIC HEARING ON POTENTIAL WEST JEFFERSON SUBORDINATE SERVICE DISTRICT

Notice is hereby given that the Le Sueur County Board of Commissioners, pursuant to Minnesota Statute Chapter 375B will hold a public hearing on November 15, 2016 at 11:00 a.m. at the Le Sueur County Courthouse at 88 S. Park Avenue, Le Center, MN for the purpose of receiving public comment, either oral or written on the establishment of a voluntary subordinate service district on West Jefferson Lake in order to facilitate the construction and administration of a wastewater system connected to the City of Cleveland's existing wastewater treatment system. The area served by the proposed district will be withdrawn from the existing German-Jefferson Lakes Area Sanitary Sewer District. The subordinate service district is expected to accommodate up to 140 sewer connections within a defined area on a 'first come, first served' basis. Grants and financial assistance may be available to property owners within the proposed district.

Darrell Pettis
County Administrator

Attn: Please run the two successive weeks of October 31 and November 7, 2016

[15741-0031/2474202/1]

INSTRUCTIONS FOR PETITION

1. Identify the Property.

The property address and tax parcel identification number are adequate for the petition. The property's legal description will be necessary at a later time.

2. Identify the Owners and Obtain Signatures.

All owners of a property must sign the petition. This includes spouses -- ***even if the deed just lists one of the spouses, both spouses must sign.*** Property owned by a trust must have all necessary trustees sign. Property owned by an entity must be signed by the properly authorized individual.

3. Complete Contact Information.

To insure timely communication, identify a single individual to serve as the representative for the property. A person should be identified when the owner is an entity. Include mailing address, telephone and email addresses to insure the County is able to reach you. The more information, the better. You may indicate a preferred method.

4. Identify Encumbrances.

Please list any mortgages that might encumber the property, any parties that might hold an option to purchase the property, any tenants of the property, and any other encumbrances of record.

5. Submission.

Upon completion and signature of the petition, the signed original should be submitted in-person or by mail to the Le Sueur County Administrator between November 15, 2016 and January 1, 2017 at:

Attn: Darrell Pettis
Le Sueur County Courthouse
88 South Park Avenue
Le Center, MN 56057

**PETITION FOR ESTABLISHMENT OF SUBORDINATE SERVICE
DISTRICT AND WASTEWATER IMPROVEMENTS**

To the Le Sueur County Board, Minnesota:

We, the undersigned, are the owners of real property at the following address:
_____; Tax PIN No.: _____ (the
“Property”). We petition the County Board as follows:

1. **New Subordinate Service District.** We have reviewed the Wastewater Facility Plan dated May 25, 2016, commissioned for by private citizens and prepared by Bolton & Menk, Inc. We voluntarily request the creation of a new subordinate service district (“New District”) on West Jefferson Lake for the purpose of constructing, owning, and operating a wastewater system (“New System”) to be connected to the wastewater system currently owned and operated by the City of Cleveland, as generally contemplated in the Wastewater Facility Plan. We acknowledge that the establishment of the New District, its boundaries, and the construction of the New System are discretionary decisions for Le Sueur County and that limited connections will be available within the New District, which shall be allocated based on priorities of water quality protection, efficient construction, and proximity to West Jefferson Lake.
2. **Removal from Existing Subordinate Service District.** Upon creation of the New District, we request to be voluntarily removed from the existing German-Jefferson Subordinate Service District, the purpose of which is to maintain continuous compliance of subsurface sewage treatment systems within the existing district.
3. **Construction of New System.** We petition for the construction of the New System consisting of a pressurized sanitary sewer system, with individual grinder pumps and service lines for each parcel, connected to the City of Cleveland’s existing wastewater system. We acknowledge that the New System may be administered by the City of Cleveland pursuant to a joint powers agreement.
4. **Assessment for New System.** We request that the entire cost of the New System, less any amount covered by outside grants or funding, be proportionately specially assessed against our Property pursuant to Minnesota Statutes Chapter 429, and we agree to pay the entire special assessment cost, including interest. We acknowledge that if our Property is included in the New District, but we opt to delay connection, the future costs of connecting (grinder pump, service lines, connection and access charges, etc.) may not be eligible for outside grants or funding and we will then be responsible for 100% of such costs.
5. **Waivers.** We expressly waive any objection to any notice or other procedural irregularity in the establishment of the New District, removal from the existing district, and the special assessment process for the New System. We expressly waive any claim that the amount levied against our Property for the New System is excessive or exceeds the benefit provided by the New System, together with all rights to appeal in the courts. We acknowledge that an estimated assessment amount resulting from a feasibility study is just that—an estimate. We acknowledge that the final, specially assessed cost for the

[15741-0031/2492425/1]

New System may exceed the estimated assessment amount and we agree to pay the entire final special assessment cost, including interest, nonetheless.

6. **Right of Entry**. We hereby grant Le Sueur County, and its agents and assigns, a right of entry onto the Property for the purpose of performing necessary investigations and feasibility studies for the New System. The right of entry can be revoked only through written notice to the Le Sueur County Engineer.
7. **Future Easements**. We acknowledge that future easements may be necessary for the construction of the New System and we agree to grant such easements for the New System without additional compensation.

We represent and warrant that we are the sole owners of the Property, have full and good lawful authority to sign this Petition, and agree to be bound by the terms of this Petition.

OWNERS:

_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date

CONTACT INFORMATION:

Designated Representative for the Property: _____

Mailing Address: _____

Telephone: _____

Email: _____

MORTGAGES OR OTHER LIEN HOLDERS:

[15741-0031/2492425/1]

LE SUEUR COUNTY RESOLUTION NO. ____

**RECOMMENDING A PETITION PROCESS FOR THE CREATION OF A
SUBORDINATE SERVICE DISTRICT TO PROVIDE SANITARY SEWER SERVICE
TO A PORTION OF WEST JEFFERSON LAKE IN LE SUEUR COUNTY**

WHEREAS, Le Sueur County established the German-Jefferson Lakes Area Sanitary District (the “Existing District”), a subordinate service district pursuant to Minnesota Statutes § 375B, on November 16, 2004;

WHEREAS, the original purpose of the Existing District was to establish a system for the “collection, conveyance and treatment of wastewater”;

WHEREAS, ultimately, a wastewater system was not created and the Existing District instead implemented a mandatory septic inspection and continuous compliance program;

WHEREAS, the residents around West Jefferson Lake commissioned a Wastewater Facility Plan dated May 25, 2016 (the “Facility Plan”), prepared by Bolton & Menk, Inc. to explore the potential for the provision of sanitary sewer service around West Jefferson Lake;

WHEREAS, the Facility Plan calls for the construction of a pressurized sanitary sewer around West Jefferson Lake, serving up to 140 connections (the “New System”) to convey wastewater to the City of Cleveland’s wastewater treatment facility;

WHEREAS, the City of Cleveland, in a draft joint powers agreement, has indicated a willingness to accept the additional wastewater and administer the New System if a new subordinate service district (the “New District”) is created pursuant to Minnesota Statute § 375B in order to construct and own the New System around West Jefferson Lake;

WHEREAS, the creation of the New District will require that properties served by the New System be removed from the Existing District;

WHEREAS, a significant portion of the cost of the New System may be financed through outside funding;

WHEREAS, Le Sueur County supports voluntary efforts to improve wastewater management within the County, including the formation of subordinate service districts when requested by property owners;

WHEREAS, Le Sueur County supports the voluntary construction of necessary wastewater improvements when those costs are covered by outside sources, the property owners benefitting from such improvements, or any combination of the two;

[15741-0031/2491964/1]

WHEREAS, Le Sueur County desires to facilitate the voluntary formation of the New District around West Jefferson Lake and the construction of the New System, if requested through the petition process provided in Minnesota Statute § 375B.05; and

WHEREAS, in order to facilitate an efficient and expedited petition process for the voluntary formation of the New District, the County has prepared an example petition form and expressed certain policy positions that are likely to expedite the petition process and factor into the consideration of whether to establish the New District.

NOW THEREFORE, the Le Sueur County Board of Commissioners hereby resolves as follows:

1. The example petition form attached as **Exhibit A** has been prepared by the County and its use, although not mandatory, will simplify the petition review and consideration process for the creation of the New District.
2. Inclusion in the New District should be 100% voluntary.
3. Capacity of the New System would be limited to 140 connections within the New District due to the existing constraints of the City of Cleveland's wastewater treatment facility.
4. Consideration for inclusion in the New District shall be prioritized based on a petitioner's property being: (1) a riparian parcel on West Jefferson Lake identified as being within the proposed service area in the Facility Plan; (2) a non-riparian parcel on West Jefferson Lake identified as being within the proposed service area in the Facility Plan; or (3) adjacent to parcels identified as being within the proposed service area in the Facility Plan and that can be efficiently connected to the New System.
5. Any petitioned request should include a request for the uniform assessment of all costs for the construction of the New System against benefitted properties, less any cost covered by outside funding, together with a waiver of all procedural objections and appeal rights.
6. If a petitioned property is included in the New District, but the property owner opts to delay connection, the future costs of connecting may not be eligible for outside grants or funding and the owner will then be responsible for 100% of such connection costs.
7. Any petitioned request should include a request for the removal of the petitioned property from the Existing District, a right of entry to allow the County to investigate the feasibility of the New System, and an acknowledgement of potential new easements that may be necessary for the New System.

[15741-0031/2491964/1]

8. The New District should be supervised by the County, but staff expertise and capacity is insufficient to administer the New System.
9. The New System would be administered by the County pursuant to a joint powers agreement, and the cost of administration will be financed by taxes, special assessments and service charges from all properties within the New District.
10. All petitioned requests for inclusion in the New District should be submitted to the Le Sueur County Administrator no later than January 1, 2017.

Dated this 15th day of November, 2016.

Chairperson, Le Sueur County
Board of Commissioners

ATTEST:

Le Sueur County Administrator

Exhibit A

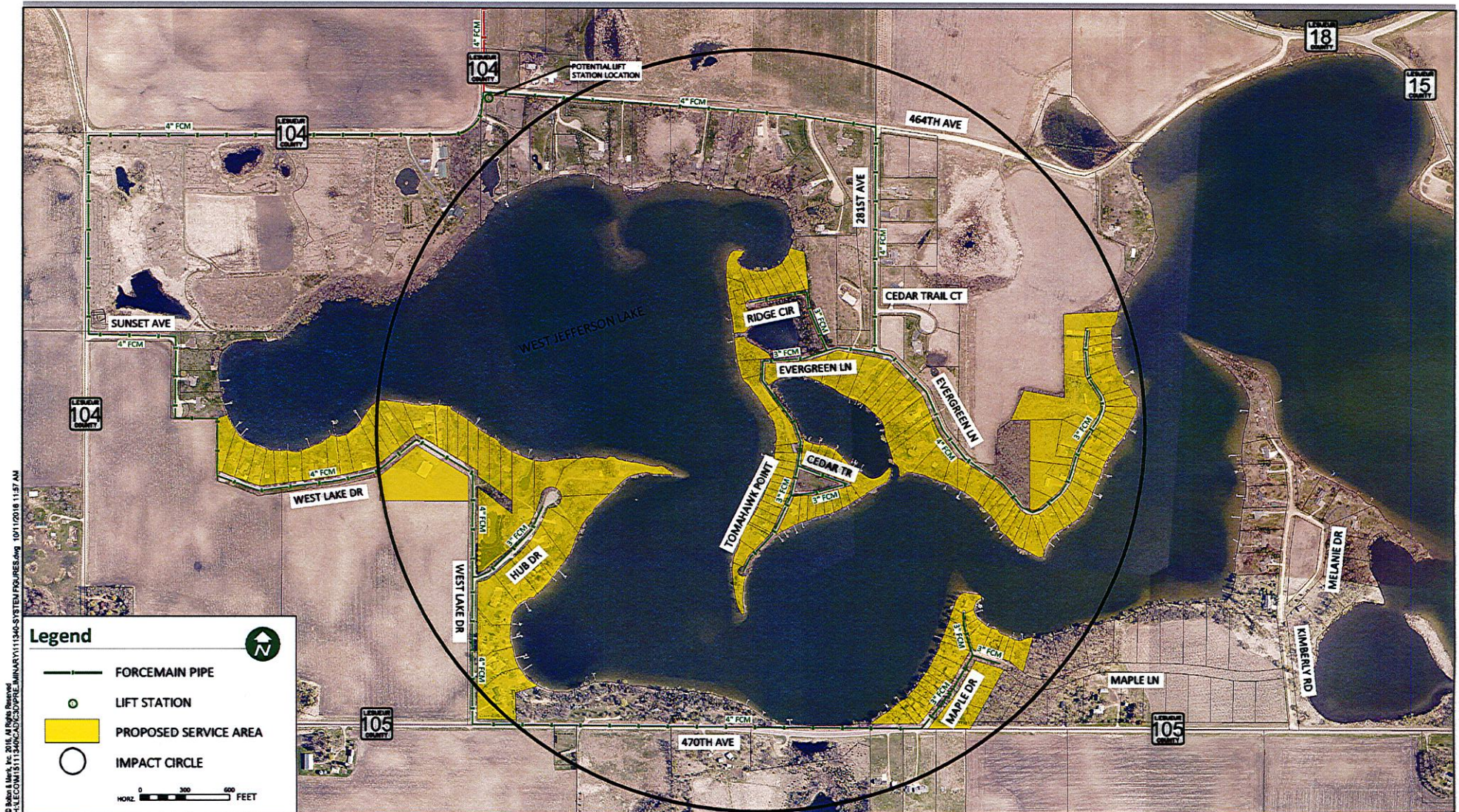
(Example Petition Form)

[15741-0031/2491964/1]

West Jefferson Lake Sanitary Sewer Collection System

Le Sueur County, Minnesota

Option #2 - No Lake Crossings
October 10, 2016





Le Sueur County, MN

Tuesday, November 15, 2016

Board Meeting

Item 9

Designated Predatory Offender Residency Restrictions Work Session

Staff Contact:



Le Sueur County, MN

Tuesday, November 15, 2016

Board Meeting

Item 10

Budget Work Session

Staff Contact:



Le Sueur County, MN

Tuesday, November 15, 2016

Board Meeting

Item 11

Future Meetings

Staff Contact:

Future Meetings

November – December 2016

November 15, 2016	Board Meeting, 9:00 a.m. *West Jefferson Public Hearing, 11:00 a.m. *Proposed Designated Predatory Offender Residence Restrictions Ordinance Work Session *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 Holiday
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. *Soil & Water Work Session
December 15, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
December 20, 2016	Board Meeting, 4:30 p.m. *2017 Budget/Levy Public Hearing, 6:00 p.m.
December 26, 2016	Offices Closed – Christmas Holiday
December 27, 2016	Board Meeting, 9:00 a.m.