



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
November 22, 2016**

1. **9:00 a.m. Agenda and Consent Agenda (5 min)**  
RE: November 15, 2016 Minutes and Summary Minutes  
RE: Ladies of Ducks Unlimited Gambling Permit
  
2. **9:05 a.m. Kathy Brockway, PZ Administrator (5 minutes)**  
Request for Action
  
3. **9:10 a.m. Jim McMillen (5 min)**  
RE: Carpet Quotes
  
4. **9:15 a.m. Public Health (15 minutes) - Cindy Shaughnessy & Darlene Tuma**
  
5. **9:30 a.m. Human Resources (10 min.)**
  
6. **9:40 a.m. Dave Tietz, Sheriff (5 min)**  
RE: 2016 Federal Boating Grant
  
7. **9:45 a.m. Jennifer Letts (10 min)**  
RE: Designated Predatory Offender Residency Restrictions Ordinance
  
8. **9:55 a.m. Darrell Pettis, County Administrator / Engineer**  
RE: Proposed Designated Predatory Offender Residency Restriction Ordinance  
RE: Reappoint Carol Freid to the Waseca-Le Sueur Regional Library Board  
RE: TH 22 Corridor Study  
RE: 2017 Public Transit Grant and Capital Bus Purchase  
RE: MCIT Designation Form

9. **Highway Work Session**
  - RE: Remaining CSAH Bond Funds (@ \$1.5 million)
  - RE: 2017 CSAH borrowing ahead
  - RE: Le Sueur Shop Project
  - RE: 2017 Road Plan
  - RE: 2015 CIP dollars (\$950,000 left for County Road 104)

10. **Future Meetings**



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# Le Sueur County, MN

Tuesday, November 22, 2016

Board Meeting

## Item 1

**9:00 a.m. Agenda and Consent Agenda (5 min)**

*RE: November 15, 2016 Minutes and Summary Minutes*

*RE: Ladies of Ducks Unlimited Gambling Permit*

Staff Contact:

## **Minutes of Le Sueur County Board of Commissioners Meeting November 15, 2016**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, November 15, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlffing, 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 Gliszinski, seconded by Rohlffing and unanimously approved, the Board approved the consent agenda:

- Approved the November 1, 2016 County Board Minutes and Summary Minutes

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

On motion by Wetzel, seconded by Rohlffing and unanimously approved, the Board approved and authorized the Board Chair to sign a TRIMIN, Inc. Contract for professional computer programming and technical assistance for collections and social welfare systems.

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

Soc Serv:	\$ 90,906.53
Financial:	\$ 45,279.14

Josh Mankowski appeared before the Board with an update on the Cannon 1W1P.

Cindy Westerhouse, Human Resources appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by Connolly and approved with Lance Wetzel abstaining, the Board approved a 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.

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

On motion by Wetzel, seconded by Rohlffing and unanimously approved, the Board approved a credit card request for Jeff Neisen.

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

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved and authorized the Board Chair to sign a MnDOT Cooperative Agreement and Resolution for Intersection Lighting.

On motion by Connolly, seconded by Wetzel and unanimously approved, at 10:20 a.m. the Board approved to recess until 11:00 a.m.

At 11:00 a.m. the Board opened a public hearing for the purpose of taking public comment on the proposed Resolution Recommending a Petition Process for the Creation of a Subordinate Sewer District to provide sanitary sewer service to a portion of West Jefferson Lake in Le Sueur County.

Darrell Pettis gave an overview of the proposed project.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board approved to close the public hearing at 11:15 a.m. with three comments from the public.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Le Sueur County Board approved and authorized the Board Chair and County Administrator to sign and adopt the proposed Resolution Recommending a Petition Process for the Creation of a Subordinate Sewer District to provide sanitary sewer service to a portion of West Jefferson Lake in Le Sueur County.

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

<b>Warrant #</b>	<b>Vendor Name</b>	<b>Amount</b>
43036	Advanced Correctional Healthcare Inc.	\$ 2,215.14
43040	APG Media of Southern MN LLC	\$ 3,614.60
43051	Carquest of Le Center	\$ 9,045.09
43055	Christian, Keogh, Moran & King	\$ 3,420.39
43063	Dwyer Plumbing & Heating	\$ 2,019.63
43064	Earl F Anderson	\$ 3,550.00
43071	Genesis	\$ 14,952.26
43072	Geo-Comm Corp	\$ 7,225.00
43096	Richard Lea	\$ 2,587.50
43098	M.B. McGee P.A.	\$ 2,500.00
43104	Minn St Admin ITG Telecom	\$ 5,480.00
43124	Paragon Printing & Mailing Inc.	\$ 4,226.18
43130	Ronald Ringquist	\$ 6,594.39
43131	Rinke-Noonan Law Firm	\$ 2,091.00
43138	Scott County Treasurer	\$ 12,000.00
43139	S.E.H. Inc.	\$100,955.84
43140	Selly Excavating Inc.	\$ 46,331.25
43143	SHI International Corp.	\$ 2,328.00

43145	S.M.C. Co. Inc.	\$ 15,870.75
43151	Suel Printing Co.	\$ 5,810.00
43160	Traxler Construction Inc.	\$ 8,607.90
43165	Valley Asphalt Products Inc.	\$ 6,507.00
43172	Wondra Automotive Inc.	\$ 3,124.22
43175	WW Blacktopping Inc.	\$ 19,315.80
<b>119 Claims paid less than \$2,000.00:</b>		<b>\$ 39,788.63</b>
<b>24 Claims paid more than \$2,000.00:</b>		<b>\$290,371.94</b>
<b>143 Total all claims paid:</b>		<b>\$330,160.57</b>

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, November 22, 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 15, 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-Wetzel)
- Approved the consent agenda: (Rohlfing-Gliszinski)
- The following cases and claims were approved: Soc Serv: \$ 90,906.53 and Financial: \$ 45,279.14 (Rohlfing-Gliszinski)
- Approved a TRIMIN, Inc. Contract for professional computer programming and technical assistance for collections and social welfare systems. (Wetzel-Rohlfing)
- Approved to grant regular status to Jennifer Wetzel in the County Attorney’s office. (Gliszinski-Connolly)
- Approved a credit card request for Jeff Neisen. (Wetzel-Rohlfing)
- Approved a MnDOT Cooperative Agreement and Resolution for Intersection Lighting. (Rohlfing-Connolly)
- Approved to recess until 11:00 a.m. for a public hearing for the purpose of taking public comment on the proposed Resolution Recommending a Petition Process for the Creation of a Subordinate Sewer District to provide sanitary sewer service to a portion of West Jefferson Lake in Le Sueur County. (Connolly-Wetzel)
- Approved to close the public hearing at 11:15 a.m. with three comments from the public. (Connolly-Wetzel)
- Approved to sign and adopt the proposed Resolution Recommending a Petition Process for the Creation of a Subordinate Sewer District to provide sanitary sewer service to a portion of West Jefferson Lake in Le Sueur County. (Gliszinski-Wetzel)
- The following claims were approved for payment: (Gliszinski-Rohlfing)

Warrant #	Vendor Name	Amount
43036	Advanced Correctional Healthcare Inc.	\$ 2,215.14
43040	APG Media of Southern MN LLC	\$ 3,614.60
43051	Carquest of Le Center	\$ 9,045.09
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43172	Wondra Automotive Inc.	\$ 3,124.22
43175	WW Blacktopping Inc.	\$ 19,315.80
119	Claims paid less than \$2,000.00:	\$ 39,788.63

24 Claims paid more than \$2,000.00: \$290,371.94  
143 Total all claims paid: \$330,160.57  
●Adjourned until Tuesday, November 22, 2016 at 9:00 a.m. (Connolly-Wetzel)  
ATTEST: Le Sueur County Administrator      Le Sueur County Chairman



MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

9/16  
 Page 1 of 2

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

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

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

**Application Fee (non-refundable)**  
 Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.  
 Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Ladies of Duck Unlimited Girls with Guns Previous Gambling Permit Number: X-92456-16-005  
 Minnesota Tax ID Number, if any: 27-2774986 Federal Employer ID Number (FEIN), if any: \_\_\_\_\_  
 Mailing Address: 20676 340th St  
 City: LeCenter State: MN Zip: 56057 County: LeSueur  
 Name of Chief Executive Officer (CEO): Ruth Hoefs  
 Daytime Phone: 612-756-1500 Email: rushoefs@frontier.com

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):  
 Fraternal     Religious     Veterans     Other Nonprofit Organization

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

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

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

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

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

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Next Chapter Winery  
 Address (do not use P.O. box): 16945 320th St  
 City or Township: New Prague Zip: 56071 County: LeSueur  
 Date(s) of activity (for raffles, indicate the date of the drawing): Jan 21 2017  
 Check each type of gambling activity that your organization will conduct:  
 Bingo     Paddlewheels     Pull-Tabs     Tipboards  
 Raffle (total value of raffle prizes awarded for the calendar year: \$ \_\_\_\_\_)  
**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under **List of Licensees**, or call 651-539-1900.

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

<p style="text-align: center;"><b>CITY APPROVAL for a gambling premises located within city limits</b></p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL for a gambling premises located in a township</b></p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p><b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

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

Chief Executive Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature must be CEO's signature; designee may not sign)

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

<p><b>REQUIREMENTS</b></p> <p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days, or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b> A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>MAIL APPLICATION AND ATTACHMENTS</b></p> <p><b>Mail application with:</b></p> <p><input type="checkbox"/> a copy of your proof of nonprofit status, and</p> <p><input type="checkbox"/> application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

*An Equal Opportunity Employer*



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# Le Sueur County, MN

Tuesday, November 22, 2016

Board Meeting

## Item 2

**9:05 a.m. Kathy Brockway, PZ Administrator (5 minutes)**

*Request for Action*

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

**LE SUEUR COUNTY PLANNING AND ZONING COMMISSION**  
**88 SOUTH PARK AVE.**  
**LE CENTER, MINNESOTA 56057**  
**November 10, 2016**

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

**MEMBERS ABSENT:** Don Reak, Steve Olson

**OTHERS PRESENT:** Kathy Brockway, Commissioners Connolly and Wetzel.

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

**ITEM #1: NOVEL ENERGY SOLUTIONS, ROCHESTER, MN (APPLICANT); BRIAN, KEVIN & TIMOTHY VETTER, KASOTA, MN (OWNER):** Request that the County grant a Conditional Use Permit to allow the applicant to construct a 1MW solar garden in an Agricultural "A" District. Property is located in the SE1/4 SW1/4, Section 9, Kasota Township. ***APPLICATION HAS BEEN WITHDRAWN.***

Kathy Brockway presented power point presentation.

Motion was made by Doug Krenik to approve the withdrawal request. Seconded by Pam Tietz. Motion approved. Motion carried.

**ITEM #2: LESUN LLC, MINNEAPOLIS, MN (APPLICANT); PATRICK GREGOR, WASECA, MN (OWNER):** Request that the County grant a Conditional Use Permit to allow the applicant an extension on Conditional Use Permit #15259 to establish a 5 MW solar farm in an Agriculture "A" District. Property is located in the SE 1/4, Section 26, Waterville Township.

Kathy Brockway presented power point presentation. Izaak Sunleaf representing SunShare was present for application.

Discussion: Izaak Sunleaf explained reason why the project was not completed per the conditional use permit time frame. The project was delayed due to a protracted engineering study process with Xcel Energy. The initial interconnection study results from Xcel were to limit the size of the project. Due to a difference in the methodology and extensive discussions with Xcel, SunShare filed a formal complaint with the Public Utility Commission (PUC) seeking a third party decision. The PUC came to the same conclusion as SunShare in May of 2016.

Motion was made by Chuck Retka to approve the extension for 1-yr. Seconded by Al Gehrke. Motion approved. Motion carried.

**ITEM #3: LE SUEUR COUNTY SOIL & WATER CONSERVATION DISTRICT (SWCD), LE CENTER, MN, (APPLICANT); DEAN & DOREEN PETERSON, MARSHAL, MN, (OWNER):** Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling, of approximately 33 cubic yards of material for the construction of rip rap located in the shore impact zone in a Recreational Residential "RR" District on a Recreational Development "RD" lake, Lake Volney. Property is located at Lot 2, Elwoods Subdivision, Section 1, Cordova Township.

Kathy Brockway presented power point presentation. Mike Schultz, LSC Soil and Water Conservation District representative and Bryan Peitzel, I&S Engineering were present for application.

TOWNSHIP: Ron Schmidt, Cordova Township per phone call, township has no objections to the project. Butch Krocak, Lexington Township, township has no objections to the project. DNR: No comments- applicant working with the DNR. Letters: Joshua Mankowski, LSC Resource Specialist (see file)

PUBLIC COMMENT: No comments

Discussion was held regarding: project is to provide shoreline protection, previous flooding issues and wave action have contributed to the shoreline erosion problem, installation of field stone and turf reinforcement mat will be placed along the shoreline for a total of 66 ft. The field stone will range from 6-30", all disturbed areas will be vegetated. DNR permit was issued for work below the ordinary high water level. Project will take 1-2 days to complete, depends on weather.

Findings by majority roll call vote:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. **Agreed***
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. **Agreed***
3. *Adequate utilities, access roads, **drainage** and other facilities are being provided. **Agreed***
4. *Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use. **Not applicable***
5. *Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. **Agreed***
6. *Is the Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance? **Agreed***
7. *Is the Conditional Use Permit consistent with the Comprehensive Land Use Plan? **Agreed***

Motion was made by Shirley Katzenmeyer to approve the application as requested. Seconded by Chuck Retka. Motion approved. Motion carried.

**ITEM #4 LE SUEUR COUNTY ZONING ORDINANCE REVISION: SECTION 25. ADMINISTRATION/PLANNING COMMISSION; SUBDIVISION 2. PLANNING COMMISSION:** Change Planning Commission board members from eleven (11) members to seven (7) members.

PUBLIC COMMENT: none

Discussion was held regarding: 11 members provides good representation of all commissioner districts, reducing the number of members from 11 to 7 limits the diversity of input as a result of limited members, challenges of meeting a quorum for meetings, minimal cost savings, when contentious issues come up, good to have a broad group for back and forth discussions, expertise in different areas such as, drainage, lakeshore issues, agricultural, business, residential, commitment to planning commission.

Motion was made by Shirley Katzenmeyer to retain eleven members to serve on the planning commission. Seconded by Doug Krenik. Motion approved. Motion carried.

Motion was made by Shirley Katzenmeyer to approve the minutes from the October 13, 2016 meeting by Seconded by Don Rynda. Motion approved. Motion carried.

Motion to adjourn meeting by Chuck Retka. Seconded by Al Gehrke. Motion approved. Motion carried.

Meeting Adjourned.

Respectfully submitted,  
Kathy Brockway for  
Shirley Katzenmeyer.

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

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION  
November 22, 2016

**TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS**  
**FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION**  
**SUBJECT: "REQUEST FOR ACTION"**

The Planning Commission recommends your action on the following items:

**ITEM #1: NOVEL ENERGY SOLUTIONS, ROCHESTER, MN (APPLICANT); BRIAN, KEVIN & TIMOTHY VETTER, KASOTA, MN (OWNER):** Request that the County grant a Conditional Use Permit to allow the applicant to construct a 1MW solar garden in an Agricultural "A" District. Property is located in the SE1/4 SW1/4, Section 9, Kasota Township. ***APPLICATION HAS BEEN WITHDRAWN.***

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission recommends the withdrawal of the application as requested.

**ITEM #2: LESUN LLC, MINNEAPOLIS, MN (APPLICANT); PATRICK GREGOR, WASECA, MN (OWNER):** Request that the County grant a Conditional Use Permit to allow the applicant an extension on Conditional Use Permit #15259 to establish a 5 MW solar farm in an Agriculture "A" District. Property is located in the SE 1/4, Section 26, Waterville Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission recommends approval of a one-year (1) extension.

**ITEM #3: LE SUEUR COUNTY SOIL & WATER CONSERVATION DISTRICT (SWCD), LE CENTER, MN, (APPLICANT); DEAN & DOREEN PETERSON, MARSHAL, MN, (OWNER):** Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling, of approximately 33 cubic yards of material for the construction of rip rap located in the shore impact zone in a Recreational Residential "RR" District on a Recreational Development "RD" lake, Lake Volney. Property is located at Lot 2, Elwoods Subdivision, Section 1, Cordova Township.

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

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

**ITEM #4 LE SUEUR COUNTY ZONING ORDINANCE REVISION: SECTION 25. ADMINISTRATION/PLANNING COMMISSION; SUBDIVISION 2. PLANNING COMMISSION:** Change Planning Commission board members from eleven (11) members to seven (7) members.

Planning Commission recommends retaining eleven members to serve on the planning commission.

ACTION: ITEM #1: \_\_\_\_\_  
ITEM #2: \_\_\_\_\_  
ITEM #3: \_\_\_\_\_  
ITEM #4: \_\_\_\_\_

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

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

## FINDINGS OF FACT

**WHEREAS, LE SUEUR COUNTY SOIL & WATER CONSERVATION DISTRICT (SWCD), LE CENTER, MN, (APPLICANT); DEAN & DOREEN PETERSON, MARSHAL, MN, (OWNER):** has applied for a Conditional Use Permit to allow grading, excavating, and filling, of approximately 33 cubic yards of material for the construction of rip rap located in the shore impact zone in a Recreational Residential “RR” District on a Recreational Development “RD” lake, Lake Volney. Property is located at Lot 2, Elwoods Subdivision, Section 1, Cordova Township.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission held on public hearing on November 10, 2016 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends approval of the application due to the following findings:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. **Agreed***
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. **Agreed***
3. *Adequate utilities, access roads, **drainage** and other facilities are being provided. **Agreed***
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use. **Non applicable***
5. *Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. **Agreed***
6. *Is the Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance? **Agreed***
7. *Is the Conditional Use Permit consistent with the Comprehensive Land Use Plan? **Agreed***

**WHEREAS,** On November 22, 2016 at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **ACTION** the Conditional Use Permit application as requested by **LE SUEUR COUNTY SOIL & WATER CONSERVATION DISTRICT (SWCD), LE CENTER, MN, DEAN & DOREEN PETERSON, MARSHAL, MN.**

**NOW, THEREFORE, IT IS HEREBY RESOLVED,** the following Findings of Fact were adopted at the November 22, 2016 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Adequate utilities, access roads, drainage and other facilities are being provided.*
4. *Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted*

*signs and other lights in such a manner that no disturbance to neighboring properties will result.*

5. *Is the Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance?*

6. *Is the Conditional Use Permit consistent with the Comprehensive Land Use Plan?*

**BE IT FURTHER RESOLVED**, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow grading, excavating, and filling, of approximately 33 cubic yards of material for the construction of rip rap located in the shore impact zone in a Recreational Residential “RR” District on a Recreational Development “RD” lake, Lake Volney. Property is located at Lot 2, Elwoods Subdivision, Section 1, Cordova Township, is **APPROVED/DENIED**.

ATTEST:

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

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Darrell Pettis, Le Sueur County Administrator

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





# **Le Sueur County, MN**

**Tuesday, November 22, 2016**

**Board Meeting**

## **Item 3**

**9:10 a.m. Jim McMillen (5 min)**

*RE: Carpet Quotes*

Staff Contact:

Estimate provided for LeSueur County Court House

This proposal is a Collective effort of 3 LeSueur County Businesses.

## Carpet Castle LLC

145 E. Minnesota St.

Le Center MN 56057

507-357-2263

## Miller Custom Flooring, Inc.

104 N. Main St.

LeSueur, MN 56058

## DY Installations, Jose Valdez

33928 316<sup>th</sup> St.

LeSueur, MN 56058

# Carpet Castle LLC

145 E. Minnesota St

Le Center Mn 56057

507-357-2263



Proposed work will begin on the weekend of  
January 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup> 2017 and continue  
available nights and weekends until its  
completion.

Materials \$63076.23

Labor \$25790.06

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Total job cost \$88,866.29

6-8 week lead time on order

CARPET CASTLE L.L.C.

P.O. Box 26  
LeCenter, MN 56057

Office: 952-944-2269/2245

Fax #: 952-944-2263

E-mail: mark@carpetcastlellc.com

QUOTE: \_\_\_\_\_  
ORDER: \_\_\_\_\_  
BILLING: \_\_\_\_\_  
INVOICE: \_\_\_\_\_  
REPAIR: \_\_\_\_\_

# Invoice

Date	Control #
10/27/2016	1016111

**Bill To**

Le Sueur County Court House  
S. Park Ave  
le Center Mn 56057  
  
Phone:

**Deliver to**

Phone:

Contact Person:

Phone #:

Installed by:	Instal Date:
	10/27/2016

Item	Product	Yds/Ft/Ea	Unit Cost	Total
Carpet	Patcraft Big Splash carpet tile half gainer 1st floor (tile)	877.78	31.65	27,781.74T
Carpet	Patcraft Big Splash carpet tile color smack installed in 3rd floor (tile)	337.45	31.65	10,680.29T
Carpet	Patcraft analog time exposure color shadow graft for board room (herringbone carpet planks, tile)	70	36.59	2,561.30T
Vinyl	vinyl planking Patcraft LVT color black cherry	1,690	6.36	10,748.40T
Materials	loc dots adhesive for carpet tile	1,286	1.00	1,286.00T
Adhesive	MM800 for LVT	3	125.00	375.00T
4"	4" Cove Base black	3,000	3.00	9,000.00T
Materials	Materials: primer for loc dots	1,287	0.50	643.50T
				63,076.23
after hours	labor carpet installation big splash carpet tile	1,215	6.00	7,290.00
after hours	labor for carpet plank installed in herringbon pattern	70	7.50	525.00
after hours	labor to install LVT	1,690	2.00	3,380.00

Sales Person: \_\_\_\_\_

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

This quotation is valid for \_\_\_\_\_ days.

Terms: a deposit of \$ \_\_\_\_\_ at time of acceptance and the balance in full \_\_\_\_\_ days after completion.

prices are subject to change without notice - terms: net 30 days.

**Total**

CARPET CASTLE L.L.C.

P.O. Box 26  
LeCenter, MN 56057

Office: 952-944-2269/2245

Fax #: 952-944-2263

E-mail: mark@carpetcastlellc.com

QUOTE: \_\_\_\_\_  
ORDER: \_\_\_\_\_  
BILLING: \_\_\_\_\_  
INVOICE: \_\_\_\_\_  
REPAIR: \_\_\_\_\_

# Invoice

Date	Control #
10/27/2016	1016111

Bill To

Deliver to

Le Sueur County Court House  
S. Park Ave  
le Center Mn 56057  
  
Phone:

Phone:

Contact Person:

Installed by:

Instal Date:  
10/27/2016

Phone #:

Item	Product	Yds/Ft/Ea	Unit Cost	Total
take out and remo...	take out and disposal of existing flooring	1,472	5.00	7,360.00T
after hours	move out and back : 155 file cabinets, 37 cubicals and 27 desk, nights and weekends	1	5,500.00	5,500.00
Prep	Floor Prep	11,567.07	0.15	1,735.06T
	Out-of-state sale, exempt from sales tax		0.00%	25,790.06 0.00

Sales Person: *Mark J. ...*

<b>Total</b>	\$88,866.29
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Date Ordered: \_\_\_\_\_

This quotation is valid for 45 days.

Terms: a deposit of \$ 63,076.48 at time of acceptance and the balance in full 15 days after completion.

prices are subject to change without notice - terms: net 30 days.

**McMillen, Jim**

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**From:** Hertaus Floors in New Prague <hertausfloors@bevcomm.net>  
**Sent:** Friday, September 30, 2016 8:35 AM  
**To:** McMillen, Jim  
**Subject:** bids for the courthouse

Hi Jim,

Thanks for sending us the request to bid the courthouse carpet, however after further discussion we have decided not to submit a bid.

Thanks for keeping us in mind.

Lisa  
Hertaus Floors  
952-758-5740 New Prague  
952-469-5123 Lakeville

**McMillen, Jim**

---

**From:** Dave Bahr <dbahr@hillercarpet.com>  
**Sent:** Friday, September 30, 2016 7:57 AM  
**To:** McMillen, Jim  
**Subject:** Re: flooring

I have given up. Good luck with your project.

Dave Bahr  
Hiller Commercial Floors  
507-254-6858  
[Dbahr@hillercarpet.com](mailto:Dbahr@hillercarpet.com)

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**From:** McMillen, Jim  
**Sent:** Friday, September 30, 2016 7:52 AM  
**To:** Dave Bahr  
**Subject:** flooring

Le Sueur County will be accepting quotes until Friday, November 4<sup>th</sup> at 12PM (noon) on taking up and replacing of carpet. Quotes may be dropped off or mailed to the office of the County Administrator, 88 South Park Avenue, Le Center, MN 56057.

All quotes shall contain the dollar amount. Most of the install should be done on January 14<sup>th</sup>, 15<sup>th</sup>, and 16<sup>th</sup> of 2017 and February 18<sup>th</sup>, 19<sup>th</sup> and 20<sup>th</sup> of 2017.

# Carpet Specifications

- \* All company's submitting quotes must visit the site
- \* Remove carpet
- \* Disposal of carpet in an approved landfill
- \* Do floor prep.

Install approximately:

- \* 745 sq yards of Patcraft Big splash in the color half gainer
- \* 765 sq feet of Patcraft analog time exposure in color shadow graft installed in herring bone pattern
- \* 433 sq yards of Patcraft big splash in color smack (level loop solution/yarn dyed) commercial grade carpet square.
- \* 1,623 sq feet of Patcraft LVT planking in color black cherry



Install vinyl cove base, color Black.

**Contractor:**

- Will have cubicle's removed or lifted
- Will remove office furniture
- Will install carpet with lok-dots
- Will do proper floor prep for lok-dots
- Will seal floor with Shaw 9050 ph blocker floor primer before installing carpet squares

**County:**

- Will remove all personal items
- Will remove computers
- Will remove all items from desktops and shelves

To look over the project contact Jim Mc Millen at 952-290-0786

Le Sueur County reserves the right to reject all quotes.

I would like to clarify the dates on the spec sheet for the flooring install at the Le Sueur County Court house. The dates listed are long holiday weekends that the courthouse will be unoccupied. The flooring can be installed at other times, however the majority of the flooring will have to be done when the building is unoccupied.



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# **Le Sueur County, MN**

**Tuesday, November 22, 2016**

**Board Meeting**

## **Item 4**

**9:15 a.m. Public Health (15 minutes) - Cindy Shaughnessy & Darlene Tuma**

Staff Contact:



# LE SUEUR COUNTY PUBLIC HEALTH

**Public Health**  
Prevent. Promote. Protect.

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

Le Sueur County Board of Commissioners Meeting  
November 22, 2016

Darlene Tuma, Public Health Adult Health Supervisor  
Cindy Shaughnessy, Public Health Director

## **Agenda:**

### **1) Le Sueur County Public Health 2016 HHCAHPS Honors recipient**

- HHCAHPS (Home Health Consumer Assessment of Healthcare Providers and Systems) Honors is a prestigious award recognizing home health agencies that continuously provide quality care as measured from the patient's point of view
- Thank you & congratulations to the Home Care staff:
  - Darlene Tuma, Adult Health Supervisor
  - Sharon Erickson, RN Home Care Nurse
  - Deb Blaschko, RN, PHN Home Care Nurse
  - Mary Lynn Schatz, RN Home Care Nurse
  - Tina Hering, RN Home Care Nurse
  - Home Health Aides: Sue Holicky, Arlene Lemmer, Sonja Thomson, Micha Erickson, Lindsay Ayers, Patty Shankey
  - Homemakers: Kristen Johnston, Lori Krekelberg, Carol Walburn, Paula Wood, Kathleen Hagen

### **2) November is National Home Care Month**

- State of Minnesota Proclamation by Governor Mark Dayton  
Proclaiming November 2016 as Home Care Month

### **3) Results of MDH (Minnesota Department of Health) Home Care Survey and Compliance Audit conducted November 7-9, 2016**

- Comprehensive Licensing Survey – No deficiencies



# HHCAHPS

## HONORS

This certificate is awarded to

**LESUEUR COUNTY PUBLIC HEALTH**

for continuously providing the highest level of satisfaction through care as measured from the patient's point of view.



Signature

October 23, 2016

Date

HEALTHCARE  
**+ first**

powered by  
**DEYTA**  
ANALYTICS



## STATE of MINNESOTA

# Proclamation

- WHEREAS: Home care organizations and agencies provide high quality and compassionate, long-term care services to those in need across the continuum of life; and
- WHEREAS: Home care is the preferred method of health care delivery among Minnesotans with disabilities, older Minnesotans, and those living with chronic illnesses, because it allows individuals to live independently in their own homes as long as possible; and
- WHEREAS: Home care services allow families to stay together and provide for greater health, dignity, and comfort for loved ones in need; and
- WHEREAS: Home care in the United States is a growing alternative to hospitalization and other institution-based forms of health care for acute and chronic illnesses, providing care for millions of Americans each year; and
- WHEREAS: Thousands of home care nurses, therapists, aides, and volunteers work tirelessly to provide professional, long-term health care for millions of Americans in need of high-quality health care services; and
- WHEREAS: These dedicated individuals form a support network that plays a vital role in long-term health care delivery for Minnesotans; and
- WHEREAS: The Minnesota HomeCare Association, the National Association for Home Care and Hospice, and thousands of home care agencies across the United States have declared the month of November 2016 as National Home Care Month, encouraging ceremonies and activities to mark the occasion.

NOW, THEREFORE, I, MARK DAYTON, Governor of Minnesota, do hereby proclaim the month of November 2016, as:

## HOME CARE MONTH

in the State of Minnesota.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this 28<sup>th</sup> day of October.

  
GOVERNOR



SECRETARY OF STATE



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# **Le Sueur County, MN**

**Tuesday, November 22, 2016**

**Board Meeting**

## **Item 5**

**9:30 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 22, 2016**

Recommendation to grant regular status to Laurie Appel, full time Lead Eligibility Worker in Human Services, effective November 16, 2016. Laurie has completed the six-month trial period.

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

Recommendation to hire Briana Skluzacek, full time Registered Dietitian – WIC Coordinator in Public Health as a Grade 11, Step 1 at \$23.42 per hour, effective December 19, 2016.

*Equal Opportunity Employer*



# **Le Sueur County, MN**

**Tuesday, November 22, 2016**

**Board Meeting**

## **Item 6**

**9:40 a.m. Dave Tietz, Sheriff (5 min)**

*RE: 2016 Federal Boating Grant*

Staff Contact:





**2016 STATE OF MINNESOTA  
FEDERAL BOATING SAFETY  
SUPPLEMENTAL EQUIPMENT  
GRANT AGREEMENT**

**ENCUMBRANCE WORKSHEET**

**Contract #: 117614**

**PO #: 3000105292**

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2017	Source Type REIMB	Vendor Number 0000197299-001
Total Amount \$9,800.00	Project ID R29G40CGFFY16	Billing Location R297000221	DUNS 052381993	

**Accounting Distribution:**

Fund	Fin. Dept. ID	Approp. ID	Category	Account	Total Amount	Activity
3000	R2937715	R294203	84101501	441302	\$9,800.00	A4CG002
3000	R2937715	R294203	84101501	441302	\$0	A4CG004

Grant Begin Date October 1, 2016	Grant End Date January 31, 2017
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**Grantee Name and Address:**

Le Sueur Co. Sheriff's Office  
88 S. Park Ave.  
Le Center, MN 56057

**Payment Address:**

(where DNR sends the check)

Le Sueur Co. Treasurer  
88 S. Park Ave.  
Le Center, MN 56057

**2016 STATE OF MINNESOTA  
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT  
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Le Sueur Co. Sheriff's Office, 88 S. Park Ave., Le Center, MN 56057 ("Grantee"). The payment address for this grant agreement is Le Sueur Co. Treasurer, 88 S. Park Ave., Le Center, MN 56057.

**Recitals**

1. Under Minnesota Statute §84.026 the State is empowered to enter into this grant.
2. The State will make available supplementary funding in the amount noted in this agreement to cover the cost of the specific items for recreational boating safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

**Grant Agreement**

**1 Term of Grant Agreement**

- 1.1 **Effective date:** October 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Reimbursements will only be made for those expenditures made according to the terms of this grant.
- 1.2 **Expiration date:** January 31, 2017 or until all obligations have been satisfactorily fulfilled, whichever occurs first. Reimbursement invoice requests must also be received by the State no later than January 31, 2017. An extension beyond that date may be granted, if requested by the Grantee, and approved in writing by the State's representative. Requests submitted after January 31, 2017 that have not been granted a purchase or reimbursement extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability, 9. State Audits, 10. Government Data Practices and Intellectual Property, 12. Publicity and Endorsement, 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure and those items in Exhibit A.

**2 Grantee's Duties**

The Grantee, who is not a state employee, will be reimbursed, as specified in Exhibit A, for the purchase of the items noted there. The Grantee will submit to the State the required documents noted in Exhibit A. The State will make available supplementary funding in the amount noted in this agreement to cover the cost of the specific items for recreational boating safety noted in Exhibit "A." See Exhibit "A" of this agreement for the allowable expenditures specific to this grant. See Exhibit "B" for specific federal requirements that affect this grant.

**Reporting Requirements:** The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing.

**3 Time**

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

**4 Consideration and Payment**

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be reimbursed only for the specific items listed in Exhibit A up to Nine thousand eight hundred dollars (\$9,800.00).
- (b) **Total Obligation.** The total obligation of the State to the Grantee under this grant agreement will not exceed Nine thousand eight hundred dollars (\$9,800.00).

4.2. **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this contract. Invoice procedures are specified in Exhibit "A".
- (b) **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security - through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in 46 U.S.C. 13101-13110. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345; grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
  - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
  - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
  - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
  - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

**5 Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

**6 Authorized Representative**

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5052, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the County Sheriff or designee. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

**7 Assignment, Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant 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 grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

**8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

- 9 **State Audits**  
Under Minnesota Statute § 16B.98, Subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
- 10 **Government Data Practices and Intellectual Property**  
10.1 *Government Data Practices.* The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
- If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 11 **Workers' Compensation**  
The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
- 12 **Publicity and Endorsement**  
12.1 *Publicity.* Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.  
12.2 *Endorsement.* The Grantee must not claim that the State endorses its products or services.
- 13 **Governing Law, Jurisdiction, and Venue**  
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14 **Termination**  
14.1 *Termination by the State.* The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.  
14.2 *Termination for Cause.* The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.  
14.3 *Termination for Insufficient Funding.* The State may immediately terminate this grant contract if:  
a) It does not obtain funding from the Minnesota Legislature  
b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15 **Data Disclosure**  
Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Invasive Species Prevention**

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Garraad Mure

Date: 11/9/16

SWIFT Contract # 117614

Purchase Order # 3000105292

**2. GRANTEE**

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

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

Title: County Sheriff

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

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

Title: Chairperson of County Board

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

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

Title: County Auditor or Administrator

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

**3. STATE AGENCY: NATURAL RESOURCES**

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

Title: Director, Enforcement Division – Central Office

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

Attachments: Exhibits "A" & "B"

Distribution:

- 1. DNR - OMBS
- 2. Grantee - 2 (Sheriff's Office & Co. Board)
- 3. State's Authorized Representative

**2016 STATE OF MINNESOTA FEDERAL BOATING SAFETY  
SUPPLEMENTAL EQUIPMENT GRANT AGREEMENT  
(CFDA #97.012)**

1. The purpose of this grant is to provide supplementary funding to the Grantee, not exceeding the amount specified in Clause 4 of the Grant Agreement, to purchase the following specific equipment or other items that will be used for recreational boating safety activities:
  - a. Dive equipment
2. The program shall begin on October 1, 2016. The purchase and request for reimbursement (county invoice) must be submitted to the State's representative by January 31, 2017. An extension beyond that date for purchase, delivery and reimbursement deadlines may be granted, if requested by the Grantee, and approved in writing by the State's representative. Requests submitted after January 31, 2017, that have not been granted a purchase or reimbursement extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility.
3. The Grantee must first purchase the item as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:
  - a. An invoice from the Grantee, dated no earlier than October 1, 2016 or date grant is fully executed and not later than January 31, 2017, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted in writing from the State's representative.
  - b. A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
  - c. If the item is valued over \$5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
  - d. All reimbursement requests must be sent or delivered to:
 

Email: [deb.ethier@state.mn.us](mailto:deb.ethier@state.mn.us) or

Minnesota Dept. of Natural Resources  
Boat & Water Safety  
500 Lafayette Road  
St. Paul, MN 55155-4047
4. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 -.0900.
5. Invasive Species Prevention. Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (pp. 5-8) of Operational Order 113 which may be found at [http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf).

6. The Grantee agrees that, when requested by the State, they will promptly complete an inventory on items purchased at a cost of more than \$5,000 and forward it to the State's representative.
7. The State will supply a special label that will need to be applied to each item of equipment that exceeds \$5,000. This label indicates that federal boating safety funds were used for all or a portion of the purchase.
8. Items purchased under this grant may not be sold, traded or disposed of without prior written permission and instructions from the State as to the disposition of the item(s), and any funds derived from their sale or trade. The Grantee must promptly notify the State's representative if any item over \$5,000 purchased through this grant is lost or stolen.
9. By accepting this grant, the Grantee agrees, when requested, to accurately & promptly complete and return to the state any reports required by the State or the cognizant federal agency regarding activities, expenditures or accomplishments for the recreational boating safety program.
10. In any reference to this grant, it should be referred to as: "A federal boating safety sub grant through the Minnesota Department of Natural Resources."

**2016 FEDERAL ASSURANCES  
NON-CONSTRUCTION PROGRAMS**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award: and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et sq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.



8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1995 and OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations." \*(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

*\*If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 400, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10<sup>th</sup> Street, Jeffersonville, IN 47132.*



# **Le Sueur County, MN**

**Tuesday, November 22, 2016**

**Board Meeting**

## **Item 7**

**9:45 a.m. Jennifer Letts (10 min)**

*RE: Designated Predatory Offender Residency Restrictions Ordinance*

Staff Contact:



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# Le Sueur County, MN

Tuesday, November 22, 2016

Board Meeting

## Item 8

**9:55 a.m. Darrell Pettis, County Administrator / Engineer**

*RE: Proposed Designated Predatory Offender Residency Restriction Ordinance*

*RE: Reappoint Carol Freid to the Waseca-Le Sueur Regional Library Board*

*RE: TH 22 Corridor Study*

*RE: 2017 Public Transit Grant and Capital Bus Purchase*

*RE: MCIT Designation Form*

Staff Contact:

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

Designated Predatory Offender Residency Restrictions

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

(a) Jurisdiction. The jurisdiction of this Ordinance shall apply to all the area of Le Sueur County outside the incorporated limits of cities.

(b) Interpretation. In interpreting and applying the provisions of this Ordinance, they shall be held to the minimum requirements for the promotion of the public health, safety, comfort, convenience and general welfare. Where the provisions of this Ordinance impose greater restrictions than those of any statute, other ordinance or regulation, the provisions of this Ordinance shall be controlling. Where the provisions of any statute, other ordinance or regulation impose greater restrictions than this Ordinance, the provisions of such statute, other ordinance or regulation shall be controlling. Added from County Zoning Ordinance.

**(c) 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.

**(d) 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) Licensed adult care facility.** An adult care facility currently licensed by the Le Sueur County, Minnesota, public health and human services department.
- (g) 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 one-thousand (1,000) ~~2,000~~ feet of any of the following:

1. Public or private school;
2. Licensed child care facility ;
3. Licensed Adult Foster Care facility.
4. Public park/playground;
5. 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 ~~one-thousand (1,000)~~ **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.

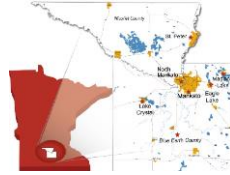
Passed and Approved: \_\_\_\_\_, 2016

Signed: \_\_\_\_\_  
Chair, County Board of Commissioners


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

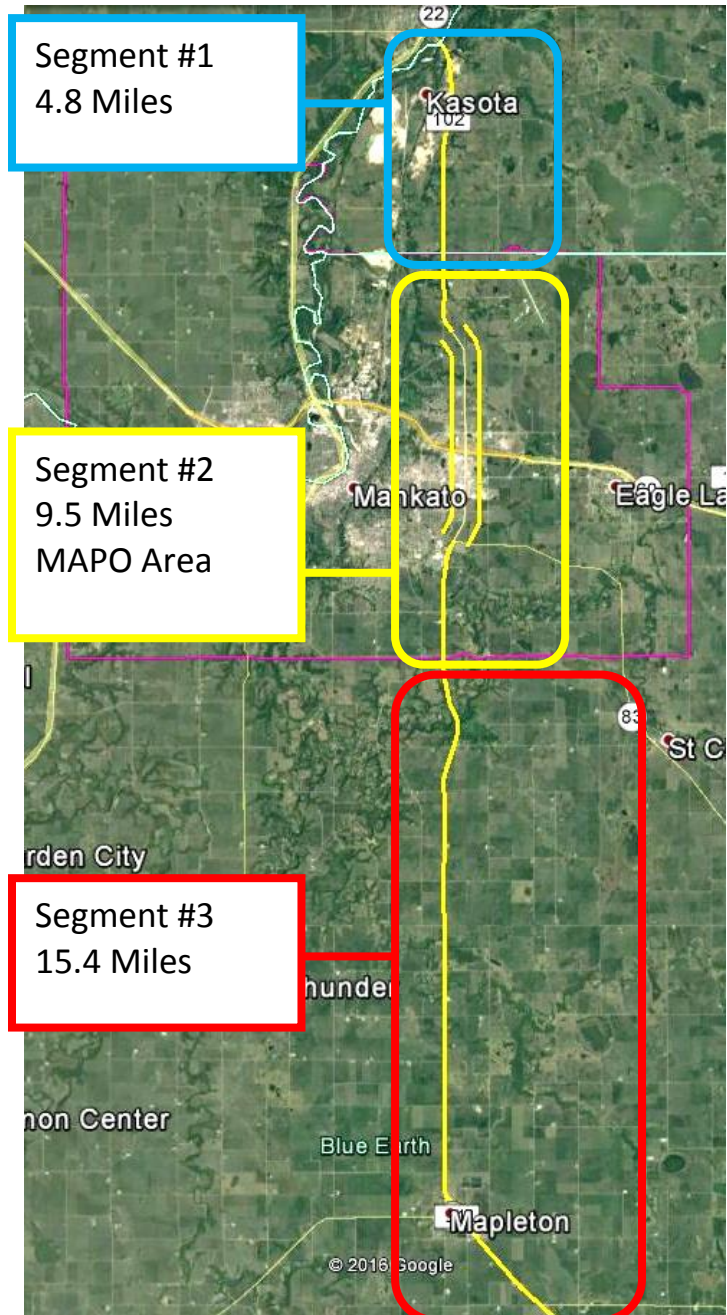
Published: \_\_\_\_\_

# Minnesota Hwy 22 Corridor Study (St. Peter to Mapleton)



Legend

 MAPO Area





# Le Sueur County

## 2017 Public Transit Grant

Resolved that Le Sueur County, in conjunction with Blue Earth County and Nicollet County, enters into an Agreement with VINE Faith in Action to provide transportation in Blue Earth, Nicollet, and Le Sueur Counties.

Further resolved that Le Sueur County, in conjunction with Blue Earth County and Nicollet County, agrees to provide a local share of up to 15 percent of the total operating cost and up to 20 percent of the total capital costs.

Further resolved that Le Sueur County, in conjunction with Blue Earth County and Nicollet County, agrees to provide 100 percent of the local share necessary for expenses that exceed funds available from the State.

Further resolved that Le Sueur County authorizes the County Administrator and/or Board of Commissioner's Chair to execute the aforementioned Agreement and any amendments thereto.

### CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by Le Sueur County in Action at a duly authorized meeting thereof held on November 22, 2016.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Notary \_\_\_\_\_

# Le Sueur County

## 2017 Capital Bus Purchase

Resolved that Le Sueur County, in conjunction with Blue Earth County and Nicollet County, enters into an Agreement with VINE Faith in Action to provide transportation in Blue Earth, Nicollet, and Le Sueur Counties.

Further resolved that Le Sueur County, in conjunction with Blue Earth County and Nicollet County, agrees to provide a local share of up to 15 percent of the total operating cost and up to 20 percent of the total capital costs.

Further resolved that Le Sueur County, in conjunction with Blue Earth County and Nicollet County, agrees to provide 100 percent of the local share necessary for expenses that exceed funds available from the State.

Further resolved that Le Sueur County authorizes the County Administrator and/or Board of Commissioner's Chair to execute the aforementioned Agreement and any amendments thereto.

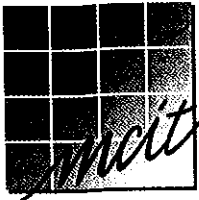
### CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by Le Sueur County in Action at a duly authorized meeting thereof held on November 22, 2016.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Notary \_\_\_\_\_



# Minnesota Counties Intergovernmental Trust

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

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

## BOARD OF DIRECTORS

**Scott Sanders**  
Trust Chair  
Watonwan County  
Commissioner

**Felix Schmlesing**  
Vice-Chair  
Sherburne County  
Commissioner

**Graylen Carlson**  
Secretary/Treasurer  
Lac qui Parle County  
Commissioner

**Don Diedrich**  
Polk County  
Commissioner

**Dan Kuhns**  
Waseca County  
Commissioner

**Richard Downham**  
Cass County  
Commissioner

**Charles Enter**  
Brown County  
Administrator

**Kevin Corbid**  
Washington County  
Auditor-Treasurer

**Randy Schreifels**  
Stearns County  
Auditor-Treasurer

**November 18, 2016**

**RE: VOTING DELEGATES AND ALTERNATES**

Dear: Darrell Pettis

The 2016 Annual Meeting of the Minnesota Counties Intergovernmental Trust will be held on:

Monday, December 5, 2016 at 4:00 p.m.  
(Registration to begin at 3:30)  
Regency Room  
Hyatt Regency, Minneapolis

An election will be held for three seats on the MCIT Board of Directors. The MCIT Bylaws provide for the designation of official voting delegates and alternates. Our records indicate that your voting delegate and alternate are as follows:

Delegate: Steve Rohlfig

Alternate: John King

**IF THIS IS CORRECT, YOU NEED NOT RESPOND TO THIS LETTER.** If this is incorrect or if you wish to change your voting delegate and alternate, please note the changes on the enclosed designation form. The form should be signed and returned to MCIT by **November 30, 2016**. The form can be mailed, emailed or faxed. Thank you for your attention to this matter.

Sincerely,

Robyn M. Sykes  
Executive Director

cc: County Administrator, Coordinator, Auditors or Auditor-Treasurer

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

**MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST**

**VOTING DELGATE AND ALTERNATE**

**DESIGNATION FORM**

**County: LE SUEUR**

County name here hereby designates the following individuals to serve as its voting delegate and alternate:

Delegate: Steve Rohlfing

Alternate: John King

\_\_\_\_\_ Date \_\_\_\_\_  
Official of County Member

Please return this form to MCIT no later than November 30, 2016 by mail, email or fax:

MCIT  
100 Empire Drive, Suite 100  
St. Paul, MN 55103-1885

Email: [info@mcit.org](mailto:info@mcit.org)

Fax: 651.209.6496

# Le Sueur County, MN

Tuesday, November 22, 2016

Board Meeting

## Item 9

### Highway Work Session

*RE: Remaining CSAH Bond Funds (@ \$1.5 million)*

*RE: 2017 CSAH borrowing ahead*

*RE: Le Sueur Shop Project*

*RE: 2017 Road Plan*

*RE: 2015 CIP dollars (\$950,000 left for County Road 104)*

Staff Contact:



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# **Le Sueur County, MN**

**Tuesday, November 22, 2016**

**Board Meeting**

## **Item 10**

### **Future Meetings**

**Staff Contact:**

# Future Meetings

## November – December 2016

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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	<b>Board Meeting, 9:00 a.m.</b> <b>*Soil &amp; Water Work Session</b>
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>