



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
December 20, 2016**

1. **4:30 p.m. Agenda and Consent Agenda**  
RE: December 13, 2016 Minutes and Summary Minutes
  
2. **4:31 p.m. Kathy Brockway, P&Z Administrator (2 min)**  
Request for Action-2 Conditional Use Permits
  
3. **4:33 p.m. Human Resources (2 min)**
  
4. **4:35 p.m. Claims (5 min)**
  
5. **4:40 p.m. Human Services (35 min)**
  
6. **5:15 p.m. Chuck Retka (5 min)**  
RE: Snowmobile Trails
  
7. **5:20 p.m. Cindy Shaughnessy, Public Health**
  
8. **5:30 p.m. Brett Mason (5 min)**  
RE: Task Force JPA
  
9. **5:35 p.m. Darrell Pettis, County Administrator / Engineer**  
RE: Commissioner Salary and Per Diem  
RE: 2017 AMC Appointments  
RE: Elected Officials Salaries  
RE: Road & Bridge Budget Adjustments

10. **5:45 p.m. Jim McMillen (5 min)**  
RE: Permit Parking - West County Parking Lot
11. **5:50 p.m. 2017 Fee Changes Public Hearing (10 min)**
12. **6:00 p.m. 2017 Levy - Budget Public Hearing**
13. **6:15 p.m. Approve 2017 Levy**
14. **6:20 p.m. Approve 2017 Budget**
15. **6:30 p.m. Al Christensen (15 min)**  
2016 Tri County Update
16. **6:45 p.m. Amy Beatty, Environmental Programs Specialist**  
2017 Recycling Facility Agreement Between Le Sueur County and City of Le  
Center
17. **Future Meetings**



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# Le Sueur County, MN

Tuesday, December 20, 2016

Board Meeting

## Item 1

**4:30 p.m. Agenda and Consent Agenda**

*RE: December 13, 2016 Minutes and Summary Minutes*

Staff Contact:

## **Minutes of Le Sueur County Board of Commissioners Meeting December 13, 2016**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, December 13, 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 Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the consent agenda:

- Approved the November 22, 2016 County Board Minutes and Summary Minutes
- Approved the November 2016 Transfers:
  - #1625 Transfer 2,728.00 from Agency to Revenue (November landshark)
  - #1626 Transfer 2,792.00 from Human Services to Revenue (A87 qtr ending 9-30-16)
  - #1627 Transfer 13,250.68 from Revenue to Road & Bridge (Law Enf fuel—August, September & October)

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

Soc Serv:	\$ 152,487.61
Financial:	\$ 36,000.65

Dean Otto appeared before the Board to discuss the Lake Washington trails.

The Board consensus was to move forward with establishing a committee through the Parks Department to develop a trail system plan.

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

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign a Cannon River 1W1P Memorandum of Agreement.

Miranda Rosa, Drug Court Coordinator appeared before the Board with two items for approval.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved and authorized the Board Chair to sign a contract for services with Wornson, Goggins, Morris & Berver, PC.

On motion by Rohlffing, seconded by Wetzel and unanimously approved, the Board approved the renewal lease agreement contract for the Le Sueur County Drug Court.

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

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to grant regular status to Erin Linscheid, full time Recreational Therapist in Human Services, effective December 13, 2016. Erin has completed the six-month probationary period.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to grant regular status to Danielle Blaschko, full time Accounting/License Clerk in the Auditor-Treasurer's Office, effective November 25, 2016. Dani has completed the six-month probationary period.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to accept the resignation from Anthony Larson, part time Correctional Officer/Dispatcher in the Sheriff's Office, effective December 19, 2016.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to advertise for three part time Correctional Officer/Dispatchers in the Sheriff's Office, as a Grade 6, Step 1 at \$17.50 per hour.

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to hire Michael Thelemann as a full time Deputy Sheriff in the Sheriff's Office, as a Grade 10, Step 6 at \$27.06 per hour, effective January 9, 2017.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the recommendation to post and advertise for a full time Network Administrator in the Information Technology Department, as a Grade 10, Step 1 at \$22.09 per hour.

On motion by Rohlfing, seconded by Wetzel and unanimously approved, the Board approved the recommendation approve and sign to renew the Le Sueur County Telecommute Agreement with Miranda Rosa, part time Drug Court Coordinator, effective January 15, 2017 to January 15, 2018.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to approve the changes to the Le Sueur County Personnel Policy.

Kathy Brockway appeared before the Board with one item for approval.

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board approved to set a public hearing date for January 17<sup>th</sup>, 2017 at 11:00 a.m. to take public comment on proposed P&Z Committee changes.

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

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board approved the final payment to S.M. Hentges for SAP 40-603-025 in the amount of \$139,658.92.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved to install a 4-way stop with flashing STOP signs at the CSAH 29 and Tenth Avenue intersection and to leave the speed limit at 55 mph.

On motion by Rohlfling, seconded by Wetzel and unanimously approved, the Board approved to start paying the utilities for the County owned 4H Building.

On motion by Rohlfling, seconded by Gliszinski and unanimously approved, the Board approved the proposal from American Engineering Testing, Inc. in the amount of \$8,500 for geotechnical services for the West Jefferson project.

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

<b>Warrant #</b>	<b>Vendor Name</b>	<b>Amount</b>
43307	A'Viands	\$ 8,388.04
43309	Advanced Correctional Healthcare Inc.	\$ 2,297.99
43317	APG Media of Southern MN LLC	\$ 7,293.20
43325	Bolton & Menk Inc.	\$ 15,059.50
43329	Cargill Inc.	\$ 47,658.68
43334	Christin, Keogh, Moran & King	\$ 2,524.40
43338	Contech Engineered Solutions LLC	\$ 12,300.32
43339	CPS Technology Solutions	\$ 2,200.00
43347	Election Systems & Software Inc.	\$ 9,576.52
43359	Genesis	\$ 5,299.75
43367	Gregg Kocina Construction LLC	\$ 11,502.27
43378	I & S Group Inc.	\$ 2,100.00
43381	ITsavvy LLC	\$ 2,434.00
43383	Johnson Aggregates	\$ 2,101.06
43391	Kris Engineering Inc.	\$ 16,342.50
43394	Lake Region Hydroseeding LLC	\$ 2,160.00
43401	Richard Lea	\$ 3,375.00
43403	Little Falls Machine Inc.	\$ 2,384.45
43410	Minn St Admin ITG Telecom	\$ 5,480.00
43412	MN Counties Computers Coop	\$ 34,832.98
43425	Nielsen Blacktopping	\$ 25,503.80
43433	Paragon Printing & Mailing Inc.	\$ 10,319.78
43451	S.E.H. Inc.	\$ 66,348.43
43452	Selly Excavating Inc.	\$ 21,441.40
43455	SHI International Corp.	\$ 36,520.00
43457	S.M.C. Co. Inc.	\$ 7,574.12
43463	Suel Printing Co.	\$ 4,030.50

43466	Technical Solutions of Madison Lake Inc.	\$ 2,551.55
43476	Traxler Construction Inc.	\$ 15,035.12
43488	Waterford Oil Co. Inc.	\$ 11,059.48
43489	Wenck Associates Inc.	\$ 6,148.68
43494	Wondra Automotive Inc	\$ 9,037.23
43497	Ziegler Inc.	\$ 2,584.03
43498	Zimmerman Construction	\$ 32,746.22
<b>159 Claims paid less than \$2,000.00:</b>		<b>\$ 56,587.77</b>
<b>34 Claims paid more than \$2,000.00:</b>		<b>\$446,211.00</b>
<b>193 Total all claims paid:</b>		<b>\$502,798.77</b>

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, December 20, 2016 at 4:30 p.m.

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

**Summary Minutes of Le Sueur County Board of Commissioners Meeting, December 13, 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: \$ 152,487.61 and Financial: \$ 36,000.65 (Gliszinski-Rohlfing)
- Approved a Cannon River 1W1P Memorandum of Agreement. (Wetzel-Gliszinski)
- Approved a contract for services with Wornson, Goggins, Morris & Berver, PC. (Gliszinski-Connolly)
- Approved the renewal lease agreement contract for the Le Sueur County Drug Court. (Rohlfing-Wetzel)
- Approved to grant regular status to Erin Linscheid in Human Services. (Rohlfing-Gliszinski)
- Approved to grant regular status to Danielle Blaschko in the Auditor-Treasurer’s Office. (Connolly-Rohlfing)
- Approved to accept the resignation from Anthony Larson in the Sheriff’s Office. (Wetzel-Gliszinski)
- Approved to advertise for three part time Correctional Officer/Dispatchers in the Sheriff’s Office. (Connolly-Rohlfing)
- Approved to hire Michael Thelemann in the Sheriff’s Office. (Wetzel-Rohlfing)
- Approved to post and advertise for a full time Network Administrator in the Information Technology Department. (Gliszinski-Connolly)
- Approved to renew the Le Sueur County Telecommute Agreement with Miranda Rosa. (Rohlfing-Wetzel)
- Approved changes to the Le Sueur County Personnel Policy. (Rohlfing-Gliszinski)
- Approved to set a public hearing date for January 17<sup>th</sup>, 2017 at 11:00 a.m. on proposed P&Z Committee changes. (Wetzel-Rohlfing)
- Approved the final payment to S.M. Hentges for SAP 40-603-025. (Connolly-Wetzel)
- Approved to install a 4-way stop with flashing STOP signs at the CSAH 29 and Tenth Avenue intersection and to leave the speed limit at 55 mph. (Gliszinski-Wetzel)
- Approved to start paying the utilities for the County owned 4H Building. (Rohlfing-Wetzel)
- Approved the proposal from American Engineering Testing, Inc. for geotechnical services for the West Jefferson project. (Rohlfing-Gliszinski)
- The following claims were approved for payment: (Wetzel-Connolly)

Warrant #	Vendor Name	Amount
43307	A’Viands	\$ 8,388.04
43309	Advanced Correctional Healthcare Inc.	\$ 2,297.99
43317	APG Media of Southern MN LLC	\$ 7,293.20
43325	Bolton & Menk Inc.	\$ 15,059.50
43329	Cargill Inc.	\$ 47,658.68
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43338	Contech Engineered Solutions LLC	\$ 12,300.32
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43347	Election Systems & Software Inc.	\$ 9,576.52
43359	Genesis	\$ 5,299.75
43367	Gregg Kocina Construction LLC	\$ 11,502.27
43378	I & S Group Inc.	\$ 2,100.00
43381	ITsavvy LLC	\$ 2,434.00
43383	Johnson Aggregates	\$ 2,101.06
43391	Kris Engineering Inc.	\$ 16,342.50
43394	Lake Region Hydroseeding LLC	\$ 2,160.00
43401	Richard Lea	\$ 3,375.00
43403	Little Falls Machine Inc.	\$ 2,384.45



43410	Minn St Admin ITG Telecom	\$ 5,480.00
43412	MN Counties Computers Coop	\$ 34,832.98
43425	Nielsen Blacktopping	\$ 25,503.80
43433	Paragon Printing & Mailing Inc.	\$ 10,319.78
43451	S.E.H. Inc.	\$ 66,348.43
43452	Selly Excavating Inc.	\$ 21,441.40
43455	SHI International Corp.	\$ 36,520.00
43457	S.M.C. Co. Inc.	\$ 7,574.12
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43466	Technical Solutions of Madison Lake Inc.	\$ 2,551.55
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43488	Waterford Oil Co. Inc.	\$ 11,059.48
43489	Wenck Associates Inc.	\$ 6,148.68
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43497	Ziegler Inc.	\$ 2,584.03
43498	Zimmerman Construction	\$ 32,746.22
159 Claims paid less than \$2,000.00:		\$ 56,587.77
34 Claims paid more than \$2,000.00:		\$446,211.00
193 Total all claims paid:		\$502,798.77

•Adjourned until Tuesday, December 20, 2016 at 4:30 p.m. (Connolly-Wetzel)

ATTEST: Le Sueur County Administrator                      Le Sueur County Chairman



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# Le Sueur County, MN

Tuesday, December 20, 2016

Board Meeting

## Item 2

**4:31 p.m. Kathy Brockway, P&Z Administrator (2 min)**

*Request for Action-2 Conditional Use Permits*

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

**LE SUEUR COUNTY PLANNING AND ZONING COMMISSION**  
**88 SOUTH PARK AVE.**  
**LE CENTER, MINNESOTA 56057**  
**December 8, 2016**

**MEMBERS PRESENT:** Don, Reak, Jeanne Doheny, Don Rynda, Chuck Retka, Shirley Katzenmeyer, Steve Olson, Doug Krenik, Al Gehrke

**MEMBERS ABSENT:** Betty Bruzek, Pam Tietz

**OTHERS PRESENT:** Kathy Brockway, Commissioner Connolly.

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

**ITEM #1: ROSS & RUTH HEILMAN, CLEVELAND, MN, (APPLICANT/OWNER):** Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of approximately 43 cubic yards of material within the shore impact zone for a rip rap project in a Recreational Residential "RR" District, on a Recreational Development "RD" lake, Lake Jefferson. Property is located in Government Lot 5, Section 2, Washington Township.

Kathy Brockway presented power point presentation. Ross and Ruth Heilman were present for application.

TOWNSHIP: Notified through the application process, no comments. DNR: Granted a DNR permit received in order to do work below the ordinary high water level. LETTERS: Joshua Mankowski, LSC Resource Specialist, see file.

PUBLIC COMMENT: none.

Discussion was held regarding: applicants tried to correct the erosion problem with other alternatives but they failed, only option left is to place rip rap along the shoreline, loss of trees on the property due to the erosion problem, would like to complete the project during the winter, will match up with the current rip rap along the property, variance for more than 200' of rip rap was granted in October, buffer along shoreline.

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 have been or 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*

Motion was made by Don Reak to approve the application as presented with the condition that they abide the condition that they maintain the 7' no-mow buffer to help reduce the possibility of future erosion issues. Seconded by Doug Krenik. Motion approved. Motion carried.

**ITEM #2: R & C LOGISTICS LLC, NEW PRAGUE, MN, (APPLICANT); DAVID & MORGAN CHUMBER, NEW PRAGUE, MN, (OWNER);**

Permit to allow the applicant to establish and operate a Contractor Company along with shop and yard in an Agriculture "A" District. Property is located in the NE 1/4, Section 22, Lanesburgh Township.

Kathy Brockway presented power point presentation. David Culver was present for application.

TOWNSHIP: Notified through the application process, no comments. DNR: N/A  
LETTERS: None

PUBLIC COMMENT: Tim Tupy, landowner, questioned road tonnage. Trailers will be empty when coming onto the site.

Discussion was held regarding: Applicants propose to operate the business as R & C Logistics LLC. Main hub, dispatch, and offices located out of Boise, Idaho. The site consists of 8 acres and will serve as the drop off/storage and maintenance hub of the empty tractor/trailers. The business is a refrigerated transportation company that owns 4 semi-tractors. They haul refrigerated goods in the Midwest states area. When the occasional vehicle is not over the road, the vehicle will be parked at this location. Routine maintenance of the vehicles is done every 5-6 weeks. Routine maintenance will be performed at the site consisting of changing oil/tires. The oil will be collected in a waste oil container and taken to Lakes Sanitation in New Prague for the proper disposal. Any major repairs will be completed by an ASE Certified Repair Shop. Minimal day to day traffic at the site. 4 drivers of the tractor/trailers will park their personal vehicles on site. If future expansion were necessary applicant would need to locate elsewhere. Access approved by County Highway Department off County Road 3, 9 ton road, 7 ton road.

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. Agreed*
5. *Adequate measures have been or 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*

Motion was made by Doug Krenik to approve the application as requested. Seconded by Don Rynda. Motion approved. Motion carried.

Motion was made by Chuck Retka to approve the minutes with changes from the November 10, 2016 meeting. Seconded by Al Gehrke. Motion approved. Motion carried.

Motion to adjourn meeting by Don Reak. Seconded by Shirley Katzenmeyer. 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**  
**December 20,2016**

**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: ROSS & RUTH HEILMAN, CLEVELAND, MN, (APPLICANT/OWNER):** Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of approximately 43 cubic yards of material within the shore impact zone for a rip rap project in a Recreational Residential "RR" District, on a Recreational Development "RD" lake, Lake Jefferson. Property is located in Government Lot 5, Section 2, Washington Township.

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

Therefore, the Planning Commission recommends approval of the application with the following condition:

- That a 7' no-mow buffer is maintained to help reduce the possibility of future erosion issues.

**ITEM #2: R & C LOGISTICS LLC, NEW PRAGUE, MN, (APPLICANT); DAVID & MEGAN CULVER, NEW PRAGUE, MN, (OWNER):** Request that the County grant a Conditional Use Permit to allow the applicant to establish and operate a Contractor Company along with shop and yard in an Agriculture "A" District. Property is located in the NE 1/4, Section 22, Lanesburgh Township.

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

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

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

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

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

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

## FINDINGS OF FACT

**WHEREAS, ROSS & RUTH HEILMAN, CLEVELAND, MN, (APPLICANTOWNER):** has applied for a Conditional Use Permit to allow grading, excavating, and filling of approximately 43 cubic yards of material within the shore impact zone for a rip rap project in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Lake Jefferson. Property is located in Government Lot 5, Section 2, Washington Township.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission held on public hearing on December 8, 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. *With the imposition of the condition, the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
2. *With the imposition of the condition, the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *With the imposition of the condition, adequate utilities, access roads, drainage and other facilities are being provided.*
4. *With the imposition of the condition, 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. *With the imposition of the condition, the Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
6. *With the imposition of the condition, the Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

**WHEREAS,** On December 20, 2016 at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by **ROSS & RUTH HEILMAN, CLEVELAND, MN, (APPLICANTOWNER).**

**NOW, THEREFORE, IT IS HEREBY RESOLVED,** the following Findings of Fact were adopted at the December 20, 2016 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. *With the imposition of the condition, the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
2. *With the imposition of the condition, the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *With the imposition of the condition, adequate utilities, access roads, drainage, and other facilities are being provided.*
4. *With the imposition of the condition, 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. *With the imposition of the condition, the Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals, and objectives in the Ordinance.*
6. *With the imposition of the condition, the Conditional Use Permit is 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 43 cubic yards of material within the shore impact zone for a rip rap project in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Lake Jefferson. Property is located in Government Lot 5, Section 2, Washington Township.

ATTEST:

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

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Darrell Pettis, Le Sueur County Administrator

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

## FINDINGS OF FACT

**WHEREAS, R & C LOGISTICS LLC, NEW PRAGUE, MN, (APPLICANT); DAVID & MEGAN CULVER, NEW PRAGUE, MN, (OWNER):** has applied for a Conditional Use Permit to allow the applicant to establish and operate a Contractor Company along with shop and yard in an Agriculture "A" District. Property is located in the NE 1/4, Section 22, Lanesburgh Township.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission held on public hearing on December 8, 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 approved of the application due to the following findings:

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

**WHEREAS,** On December 20, 2016, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by **R & C LOGISTICS LLC, NEW PRAGUE, MN, (APPLICANT); DAVID & MEGAN CULVER, NEW PRAGUE, MN, (OWNER).**

**NOW, THEREFORE, IT IS HEREBY RESOLVED,** the following Findings of Fact were adopted at the December 20, 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 provide sufficient off-street parking and loading*



*space to serve the proposed use.*

5. *Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
6. *The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *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 the applicant to establish and operate a Contractor Company along with shop and yard in an Agriculture "A" District. Property is located in the NE 1/4, Section 22, Lanesburgh Township, is APPROVED/DENIED.

ATTEST:

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

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Darrell Pettis, Le Sueur County Administrator

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



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# **Le Sueur County, MN**

**Tuesday, December 20, 2016**

**Board Meeting**

## **Item 3**

**4:33 p.m. Human Resources (2 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 December 20, 2016

Recommendation to adopt the Le Sueur County Board of Commissioners Per Diem Policy.

Recommendation to change the meal reimbursement policy to the following:

### Reimbursement Amounts

The maximum reimbursement per meal, with receipts, including tax, shall be:

#### Standard Maximum Rate:

Breakfast	\$10.00	<del>9.00</del>
Lunch	\$15.00	<del>11.00</del>
Dinner	\$25.00	<del>16.00</del>

Add to policy: The reimbursement for meals, when traveling out of state, will be reimbursed to a maximum of \$75.00 per day, with receipts, including tax.

Recommendation to accept the resignation from Makayla Schmitz, full time Public Health Nurse in Public Health, effective December 15, 2016.

Recommendation to post and advertise for a full time Public Health Nurse in Public Health, as a Grade 11, Step 1 at \$23.42 per hour.

*Equal Opportunity Employer*

## Le Sueur County Board of Commissioners Per Diem Policy

Each Le Sueur County Commissioner receives a salary and is also eligible to receive per diem reimbursement for certain activities they perform. The Le Sueur County Board of Commissioners annually determines per diem rates for performance of duties as determined by this policy. The following policy identifies those activities eligible for per diems, as well as those activities that do not qualify for per diem reimbursement.

Generally, those items that are eligible for per diem reimbursement are Commissioner service on any board, committee, or commission of county government, including committees of the Board. The list of committees, boards and other public bodies for which Board members will be compensated will be approved on an annual basis by the Board of Commissioners. The Board may, by resolution, add to or subtract from the list at any time. This includes but is not limited to the following:

- Attendance at all board and committee appointments set at the organizational meeting of the Board. Other committee or board assignments made by the Board of Commissioners that occur at other times during the year.
- Participation in Metropolitan Inter-County Association (MICA) and Association of Minnesota Counties (AMC) committees and subcommittees.
- This includes workshops and trainings sponsored and/or endorsed by these organizations
- Participation in National Association of Counties (NACo) committees and workshops.
- Participation in other activities as directed by the County Board of Commissioners.
- Attendance at workshops or trainings sponsored and/or endorsed by the State of Minnesota.

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County as the Board considers necessary and proper. See: MCL 46.11(m); 46.71, Act 156 of 1851, as amended.

County officials are responsible for making and preserving all records "necessary to a full and accurate knowledge of their official duties". When a per diem is claimed for committee work or activity required by law, the Board of Commissioners shall record the date of the work or service and the committee or activity on the electronic timecard program.

Board or committee minutes serve as documentation to support the per diem payment. The commissioners' role in performing these activities must be documented in the committee minutes. The minutes should note the authorization of the meeting by the board or committee and the commissioner has reported to the board on the results of the information gathering or activity. Mere attendance at a social event(s) does not constitute committee work. Social activities are not qualified as committee work. Per diem payment cannot be claimed whenever the commissioner meets with a constituent or group unless they commissioner acts as an agent for the board or committee in gathering information and is referenced in the minutes.

Mileage is payable for any travel determined by the Board of Commissioners to be "county business." Mileage is payable at the current rate allowed by Internal Revenue Service regulations and may be taxable. Mileage should be submitted to the Accounts Payable Department.

There are specific items that are not eligible for per diem reimbursement which include the following:

- County Board meetings
- Board of Appeal and Equalization
- Canvassing Board
- Receiving per diem from a Joint powers board

It is recognized that this policy does not completely address all instances, so any item that does not clearly fit into this policy should be brought before the Board of Commissioners for a decision.

Adopted December 20, 2016



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# **Le Sueur County, MN**

**Tuesday, December 20, 2016**

**Board Meeting**

## **Item 4**

**4:35 p.m. Claims (5 min)**

**Staff Contact:**



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# **Le Sueur County, MN**

**Tuesday, December 20, 2016**

**Board Meeting**

## **Item 5**

**4:40 p.m. Human Services (35 min)**

**Staff Contact:**

**Human Services Board Agenda  
December 20, 2016 @ 4:35 p.m.**

**100- INFORMATION/PRESENTATIONS:**

•  
**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 - Advanced Billing Svc, LLC Contract
- 320 - Aging Services for Communities Contract
- 330 - Minnesota Valley Action Council Contract
- 340 - Electronic Data Management System - Child Support
- 350 - Commissioner's Warrants



14041 Burnhaven Drive Suite 151  
Burnsville MN 55337  
Phone 952-469-4351  
Fax 952-898-4391  
advancedbillingservices@frontier.com

This Service Agreement is entered into between Advanced Billing Svc LLC, (hereinafter "Billing Center") a Medical Billing company and Le Sueur County Mental Health Services, (hereinafter "Client"), a healthcare provider.

WHEREAS, Billing Center is a healthcare billing and service company which provides computerized claims, billing and collection services to healthcare providers and which files medical insurance claims on behalf of healthcare providers with government and commercial companies by electronic and paper means, and which also provides for billing services directly to patients or for patient's portion of healthcare provider fees not covered by insurance; and

WHEREAS, the Client desires to retain Billing Center to provide it with claims and billing services whereby Billing Center will file insurance claims with government and commercial companies by electronic and paper means on behalf of Client;

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Commencing on 1/1/17, Billing Center will process all the Client's medical/mental health insurance claims for payment by government and commercial companies by either electronic or paper means. The Client agrees to make available to Billing Center all information necessary to properly process the Client's claims and to submit all such billing and insurance information to Billing Center Weekly/Monthly (Daily, MWF, Weekly). In return, Billing Center will process and submit all Client's claims within seventy-two (72) hours by electronic means wherever possible, and by paper means otherwise.
2. Billing Center will provide to Client a Pick-up Service (Daily, MWF, Weekly), through which the Client will provide to Billing Center claims and billing information necessary for Billing Center to properly process the Client's claims. This information can also be sent by fax or mail.
3. All patient information and data provided by the Client to Billing Center shall be kept confidential and shall not be disclosed to anyone outside of Billing Center other than to the extent necessary for Billing Center to process and submit claims for the Client. In addition, the Client will not divulge the contents, terms or conditions of this Service Agreement to any third party without the express written consent of Billing Center.



4. The Client will pay Billing Center a one-time setup fee of N/A to cover the cost of gathering information from the Client and setting up the Client's files for entry into computer system. The information and initial setup covered by this initial fee includes, but is not limited to: Doctor Profile; Listing of Current Insurance Companies Used; Referring Physicians; Facilities at Which Doctor is Accepted or Transfers Work; Diagnostic Codes; Procedure Codes and Fees; Signed Patient Registration Forms (to be kept in Client's office); Registration with Clearing House which will distribute claims to the carriers.

5. The Client will pay to Billing Center **3% for targeted case management services** of the total (gross) amount collected from ALL insurance companies and ALL patients as a result of the billing services performed by Billing Center for Client and a monthly software fee of **\$55.00**. The Client agrees to provide copies of all remittance/EOB forms received from insurance payors (not sent electronically) to Billing Center as well as records of payments received directly from patients (Daily, MWF, Weekly). Billing Center shall post the take backs and payments received from the insurance payors to the patient's file, shall file any secondary or tertiary claims, and shall bill the patient directly when necessary in order to secure full payment for the Client. If no payment is received after 3<sup>rd</sup> statement is sent to patient the Billing Center will call patient to make payment arrangements.

6. Billing Center shall provide to Client management reports regarding the practice on a monthly basis. The types of Monthly Management Reports shall be as follows:

- Patient Billing
- Monthly Statements
- Activity Reports
- Insurance Aging Reports
- Patient Aging Reports
- Practice Analysis

7. Billing Center will close its books for billing purposes on the last day of each month and will bill the client for its services on the 5th day of each succeeding month for the previous month's processing. The Client will pay Billing Center for its services within thirty (30) days after receiving Billing Center's invoice. If the Client fails to submit payment within the time set forth in this paragraph, the Client will be responsible for paying, in addition to the principal amount billed, a 1% per month late charge for each month or any portion thereof payment of the billing is late.

8. During the term of this Service Agreement, the Client will not use the services of any other claims processing companies and will allow Billing Center to process all of the Client's medical insurance claims with the government and commercial companies.

9. **By signing this Service Agreement the client is committing to a 12 month term of billing services. If the client terminates this Service Agreement prior to the expiration date the client agrees to pay Advanced Billing Services the monthly fee of \$55.00 for the remainder of the 12 month term. After the 12 month term a sixty (60) day written termination notice is required.**

10. Billing Center will be serving as a conduit of information and claims data between Client and many insurance payers, both government and commercial. Client will be providing all such claims information and data to Billing Center, including but not limited to procedure codes, identifying the exact procedures Client has performed on patients. Client verifies that all such procedures were in fact performed on the patients as specified. Billing Center has no authority to and will not change any of these procedure codes without the express permission and direction of Client.

11. Client understands that Billing Center is relying entirely on the claims and billing information supplied to Billing Center by Client in preparing and submitting insurance claims for payment on behalf of Client. Client warrants and represents that all such claims and billing information is entirely accurate and truthful. If any investigation is initiated or if any action is brought by any individual, company or entity whatsoever regarding any of the claims filed by Billing Center on behalf of Client, then Client agrees to cooperate fully in any such investigation or action and shall provide all relevant supporting documentation to support the claim(s) filed.

12. INDEMNITY, AND INSURANCE

Indemnity. The Billing Center does hereby agree that it will defend, indemnify, and hold harmless the Department and the County against any and all liability, loss, damages, costs, and expenses which the Department or County may hereafter sustain, incur, or be required to pay:

- (1) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
- (2) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
- (3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.

agreement provision hereinabove set forth, it will at all times during the term of the Agreement have and keep in force:

The Provider shall require that each independent professional/contractor rendering counseling and/or health care services on a regular basis to recipients under this Agreement furnish the following proof of professional liability insurance in the following manner:

A professional liability insurance policy covering said independent professional/contractor, its agents, or employees while performing services under this Agreement in the following amounts: \$300,000 per claimant for personal injuries, bodily injuries, death, and/or damages, and \$1,000,000 for total personal injuries, bodily injuries, death, and/or damages arising from one occurrence.

Prior to the effective date of this Agreement, the Billing Center will furnish the County, through the Department, with certificates of bonding and insurance.

The County, through the Department, may withhold payment for failure of the Billing Center to furnish certificates of bonding and/or insurance as required above.

In the event that claims or lawsuits shall arise jointly against the Billing Center and the County, and the County elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice by the insured to the County, through the Department.

13. Should any of the provisions of this Service Agreement be found to be invalid by any court of competent jurisdiction, the remainder of this Service Agreement shall nonetheless remain in full force and effect.

14. This Service Agreement shall be interpreted under the laws of MN and any disputes between the parties concerning the validity, interpretation or performance of any of the terms or provisions of this Service Agreement or of any rights or obligations of the parties hereto shall be resolved in Le Sueur County, MN.

15. Any notices or communications anticipated by this Service Agreement shall be directed to the parties, as follows:

**BILLING CENTER:**  
Advanced Billing Svc, LLC  
14041 Burnhaven Dr. Suite 151  
Burnsville, MN 55337

**CLIENT:**  
Le Sueur County  
88 South Park Ave  
Le Center, MN 56057

16. This Service Agreement represents the entire agreement between the parties and shall not be modified unless done so in writing signed by or on behalf of both parties.

17. This Service Agreement shall be binding upon and inure to the benefit on the heirs, legatees, successors, and assigns of each of the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Client / County of Le Sueur

BY: \_\_\_\_\_

Chairperson of Its County Board

ATTEST: \_\_\_\_\_

Clerk of the County Board

Billing Center

BY: Mary Feth

Billing Svc. President

Title

Approved as to legality, form, and execution.

BY: \_\_\_\_\_  
County Attorney

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

COUNTY OF LE SUEUR  
STANDARD AGREEMENT

THIS AGREEMENT, by and between the County of Le Sueur, Minnesota, hereinafter referred to as "County", and Aging Services for Communities, 212 1<sup>st</sup> Street South, PO Box 7, Montgomery, Minnesota, hereinafter referred to as "Provider".

RECITALS:

- a. Provider is qualified for the purpose of providing transportation; and
- b. The County seeks to enter into an agreement for the provision of transportation through the volunteer drivers program.

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the County and Provider hereby agrees as follows:

1. **Compensation and Terms of Payment**

a. Compensation

Provider shall be compensated at an administrative rate of \$17.00 per trip.

Provider shall be reimbursed for "no-show" pick-ups and cancellations at the above rates and are reviewed on a case-by-case basis.

Volunteer drivers shall be reimbursed a stipend of \$6.00 for trips 10 miles and under and \$12.00 for trips 11 miles or more, plus the current IRS mileage reimbursement and approved meals and parking expenses.

b. Terms of Payment

- 1) Provider shall submit original invoices on a bi-weekly basis to the authorized agent of the County for payment of work completed. The authorized agent shall have the authority to review the invoices, and no payment shall be made without the approval of the authorized agent. The authorized agent of the County shall make payments within thirty (30) days after receipt of invoices for services performed and acceptance of such services.

2. **Condition of Payment**

All services provided by Provider pursuant to this agreement shall be performed to the satisfaction of the County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the County to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

**3. Scope of Services**

Provider agrees to furnish the following services during the term of the agreement:

Provider will provide transportation services for County identified clients through their network of volunteer drivers.

Responsibilities of Provider:

1. Make transportation arrangements with drivers upon request from the County.
2. Conduct criminal background checks on each driver and provide verification to the County upon request.
3. Ensure that the drivers meet minimum insurance requirements as set out below and provide verification to the County upon request.

Responsibilities of County:

1. Verify that no other means of transportation is available.
2. Contact Provider with request information.
3. Assess the client's potential for dangerous behavior prior to transport occurring. If the client is determined unsafe to transport, the County will not refer the client to the Provider.

**4. Effective Date of Contract**

This agreement shall be effective January 1, 2017

**5. Term of Contract**

This agreement shall remain in effect until December 31, 2017 or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

**6. Authorized Agents**

Le Sueur County shall appoint an authorized agent for the purpose of administration of this agreement. Provider is notified of the authorized agent of Le Sueur County as:

Deb Serich, Financial Assistance Supervisor  
Le Sueur County Human Services  
88 South Park Avenue  
Le Center, MN 56057  
507-357-8514  
507-357-6122 FAX  
[dserich@co.le-sueur.mn.us](mailto:dserich@co.le-sueur.mn.us)

The County is notified the authorized agent for the Provider is as follows:

Karen Hiscox, Executive Director/CFO  
Aging Services for Communities (ASC)  
212 1<sup>st</sup> Street South  
PO Box 7  
Montgomery, MN 56069  
507-364-5663, Ext. 22  
507-364-5454 FAX  
karen@aging-services.org

**7. County and State Audit**

Pursuant to Minn. Stat. Section 16C.05, Subd. 5 (2007), the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by County and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by Provider for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving the County regarding matters to which the records are relevant. The retention period shall be automatically extended until the authorized agent of the County notifies Provider in writing that the records need no longer be kept.

**8. Indemnity**

Provider agrees to defend, indemnify, and hold the County, its employees and official harmless from any claims, demands, action or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the provider, its volunteers, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relations to any of the work or services to be performed or furnished by the vendor, its volunteers, or the subcontractors, partners or independent contractors or any of their agents or employees under the Agreement.

Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Provider under this Agreement. Provider shall, without additional compensation, correct or revise any errors or deficiencies in Provider's final reports and services.

**9. Insurance**

Provider shall not commence work under this Agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Provider until final completion of the work.

**a. Workers' Compensation**

1. State: Minnesota – Statutory
2. Employer's Liability with minimum limits of:
  - Bodily Injury by Accident: \$100,000 each Accident
  - Bodily Injury by Disease: \$100,000 each Employee
  - Bodily Injury by Disease: \$500,000 policy limit
3. Benefits required by union labor contracts: as applicable

In the event Provider is a sole proprietor and has not elected to provide workers' compensation insurance, Provider shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the County before entering into the Agreement.

**b. Commercial General Liability**

Including Premises, Operations, Products, Completed Operations, Advertising and Personal Injury Liability, with the following minimum limits of liability:

- \$2,000,000 Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground. The County shall be named as an additional insured.

**c. Proof of Insurance**

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination

**d. Insurance Verification:**

Provider will be responsible to verify that the volunteer maintains adequate auto insurance coverage on the vehicle used in transporting clients, in accordance with the requirements of the Provider. Provider will maintain copies of each driver's auto liability insurance and provide copies to the County upon request.

**10. Subcontracts**

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the county. Provider shall ensure and require that any



subcontractor agrees to and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

**11. Host County Contract**

This agreement may be accessed as a Host County Agreement under applicable law and rules of the Minnesota Department of Human Services. All local agencies that purchase services from Provider shall abide by the terms of this Agreement. Such local agencies shall be financially under the terms of this Agreement for those clients they refer to Provider for services. County shall monitor the terms of this Agreement and shall make available, upon request of other local agencies, copies of this Agreement.

**12. Force Majeure**

County and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and the County.

**13. Data Practices**

Provider, its agents, employees, volunteers, and any subcontractors of Provider, in providing all services hereunder, agree to abide by the provisions of the Minnesota Data Practices Act., Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from the Provider's unlawful disclosure or use of data protected under state and federal laws.

**14. Health Insurance Portability And Accountability Act Of 1996**

Both parties are covered entities under the Health Insurance Portability and Accountability Act (HIPAA). Provider agrees to treat all Personal Health Information in a confidential and private manner and to comply with all applicable requirements of this Act. Failure to comply with HIPAA standards may result in the termination of this Agreement.

**15. Termination**

This agreement may be terminated by either party, with or without cause upon 30 days written notice to Provider or the Authorized Agent of the County.

**16. Independent Contractor**

It is agreed that nothing contained in this agreement is intended nor should be construed as creating the relationship of a partnership, joint venture, or association with the County and Provider. Provider is an independent

contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the County. Except as otherwise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

**17. Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to Provider at its address stated herein, and to the authorized agent of the County at the address state herein.

**18. Controlling Law**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Le Sueur, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provision will not be affected.

**19. Successors and Assigns**

The County and Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor Provider shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

**20. Equal Employment and Americans with Disabilities**

In connection with the work under this agreement, Provider agrees to comply with the applicable provision of state and federal equal employment opportunity and nondiscrimination statues and regulations. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of Le Sueur County's Equal Opportunity and Americans With Disability Act Policy, attached hereto and incorporated hereto and incorporated herein as Exhibit A through both oral and written communications, that it supports this policy and that it will conduct its own employment practices in accordance therewith. Failure on the part of the

Provider to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this agreement unless or until Provider complies with the County policy, and/or suspension or termination of this agreement.

**21. Changes**

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

**22. Severability**

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provision shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either part of any provision, term, condition or covenant shall not be construed by the other parts as a waiver of a subsequent breach of the same by the other party.

**23. Entire 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 agreements presently in effect between the County and Provider relating to the subject matter hereof.

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

LE SUEUR COUNTY

AGING SERVICES FOR COMMUNITIES

By \_\_\_\_\_  
John King, Chair

By Karen S. Hiscox  
Karen Hiscox, Executive Director/CFO

Date \_\_\_\_\_

Date 12-5-2016

Attest \_\_\_\_\_  
Darrell Pettis  
County Administrator

Approved as to form: \_\_\_\_\_  
Brent Christian  
County Attorney

Date \_\_\_\_\_

Date \_\_\_\_\_

To: Kandi Larson, Le Sueur County Human Services  
From: Wayne Altenbernd  
Date: December 7, 2016  
Subject: ApplicationXtender Document Management System for Le Sueur County Human Services

Le Sueur County Human Services has indicated a desire to implement an Electronic Document Management System to be used by the Child Support unit. Information Systems Corporation is proposing the following to software and hardware products to meet this objective.

- **Document Management and Workflow Software**

EMC ApplicationXtender is core product of the proposed electronic document management system. ApplicationXtender provides immediate access to virtually any type of data file, by integrating data generation, management and access into a single comprehensive solution. ApplicationXtender enables access through a universal interface for virtually any type of document by intelligently indexing, organizing and storing business information to improve employee productivity and provide a quick return on investment (ROI).

EMC ApplicationXtender Workflow Manager offers advanced capabilities for creating departmental and horizontal solutions to common business challenges. With ApplicationXtender Workflow Manager, you can improve business performance and reduce costs within and across functional business units. You can also maximize investments in your organization's current and future IT infrastructure.

- **Enhanced Document Capture using Captiva Capture and EMC ApplicationXtender Capture Package**

Enhanced document scanning incorporates Captiva Capture and ApplicationXtender Document Capture Package to improve the process of document scanning and indexing. Enhanced document scanning includes the following features and benefits.

Feature	Benefit
Integrated with Minnesota DHS Shared Master Index (SMI)	Improves document index accuracy by getting the most current client information from MAXIS, MMIS, PRISM, and SSIS systems
Automatic Document Separation	Splits documents automatically when a barcode is found on the document page
Automatic Document Identification	Documents can fully indexed by recognizing and reading barcodes contained on selected document pages
Scan Document Once and Index to Different Cases	Allows documents to be scanned once and indexed to multiple client cases including between different systems (i.e. MAXIS to PRISM or PRISM to MAXIS)
Distributed Document Scanning and Indexing	Different workers can be involved in the document scanning and indexing process to distribute the workload among multiple staff to improve document processing productivity

- **Document Scanners**

Canon DR-M160II Color Duplex Document Scanner  
Specifications:

- Recommended Scanning Volume – 7,000 Scans per Day
- Grey Scale: 8-Bit maximum, 256 levels
- Color: 24-Bit maximum
- Built-in 50-sheet capacity automatic document feeder
- **Scan speed – 60 letter size pages per minute @ 200dpi**
- Maximum document size of 8.5" x 14"
- Minimum document size of 2.0" x 2.1"
- Scan resolutions of 100 to 600 dpi



## Cost to Implement the Proposed System for Le Sueur County Human Services

### For Child Support Unit with Enhanced Document Capture

Product or Service Description	Quantity	Cost	Total cost
<b>Document Management and Workflow Software</b>			
ApplicationXtender Workflow Manager Server Client License	5	\$5,500.00	
Captiva Capture Attended Client License	1	\$3,500.00	
ApplicationXtender Capture Package	1	<u>\$700.00</u>	
<b>Total for Software Licenses</b>			<b>\$9,700.00</b>
<b>Professional Services</b>			
Workflow Business process analysis and development.	1	\$4,000.00	
Captiva Capture Software Installation and Training	1	<u>\$1,500.00</u>	
<b>Total for Professional Services</b>			<b>\$5,500.00</b>
<b>Annual Maintenance Agreements</b>			
ApplicationXtender Workflow Manager Server Client License	5	\$1,320.00	
Captiva Capture Attended Client License	1	\$840.00	
ApplicationXtender Capture Package	1	<u>\$168.00</u>	
<b>Total for Annual Maintenance Agreements</b>			<b>\$2,328.00</b>
<b>Document Scanners</b>			
Canon DR-M160II Duplex Color Document Scanner	1	<u>\$949.00</u>	
<b>Total for Document Scanners</b>			<b><u>\$949.00</u></b>
<b>Total*</b>			<b>\$18,479.00</b>

*\*Note: Additional costs may be incurred when implementing or expanding ApplicationXtender Workflow Manager. Additional costs may include, but not limited to, purchasing additional ApplicationXtender licenses and Professional Services for business process analysis and workflow development.*



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# Le Sueur County, MN

Tuesday, December 20, 2016

Board Meeting

## Item 6

**5:15 p.m. Chuck Retka (5 min)**

*RE: Snowmobile Trails*

Staff Contact:



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# **Le Sueur County, MN**

**Tuesday, December 20, 2016**

**Board Meeting**

## **Item 7**

**5:20 p.m. Cindy Shaughnessy, Public Health**

Staff Contact:



# LE SUEUR COUNTY PUBLIC HEALTH

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**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  
December 20, 2016

Cindy Shaughnessy, Public Health Director

**Agenda:**

- 1) Request approval to purchase cubicle supplies including sit/stand station bases
  - Request to spend the remaining \$8,700 in the PH equipment budget
  - Invoice is in development and would be paid with 2016 funds





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# Le Sueur County, MN

Tuesday, December 20, 2016

Board Meeting

## Item 8

**5:30 p.m. Brett Mason (5 min)**

*RE: Task Force JPA*

Staff Contact:

# JOINT POWERS AGREEMENT

## CANNON RIVER DRUG AND VIOLENT OFFENDER

### TASK FORCE

The parties to this Agreement are units of government responsible for the enforcement of controlled substance laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. Name. The parties hereby establish the Cannon River Drug and Violent Offender Task Force (CRDVOTF or Task Force).
2. General Purpose. The purpose of this Joint Powers Agreement is to establish an organization to coordinate efforts to apprehend and prosecute drug offenders, reduce violent crime and provide education to Rice County and Le Sueur County communities.
3. Members. The members of this Agreement shall consist of the following units of government:

City of Dundas	City of Faribault	Le Sueur County
City of Lonsdale	City of Morristown	
City of Northfield	Rice County	
4. Federal, State and Local Assistance for Narcotics Control Program.
  - 4.1 The County of Rice, acting on behalf of the CRDVOTF and its members, may apply for funding under the Federal, State and Local Assistance for Narcotics Control Program ("grant funds") or other appropriate funding source.
5. Governance.
  - 5.1 A governing board shall be formed to oversee the operations of the Task Force and shall be known as the Task Force Board (Board). The Board shall consist of nine members. The police chief or sheriff of each party shall appoint one board member to serve at the chief's or sheriff's pleasure. The Rice County Attorney and the Le Sueur County Attorney shall each appoint one board member to serve at the respective County Attorney's pleasure. Board members appointed by the police chiefs and sheriff must be supervisory peace officers of the jurisdiction or office that appoints the Board member. Resolutions or other documentation of designation shall be filed with the Secretary of the Board.
  - 5.2 Board members shall not be deemed employees of the Task Force and shall not be compensated by it.

- 5.3 The Board shall meet at least annually in January of each year and elect from its members a chair, a vice-chair, a secretary/treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that at least ten (10) days' prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum of five (5) members shall be required for all meetings.
- 5.4 Meetings of the Board shall comply with the Minnesota Open Meeting Law.
6. Powers and Duties of the Board.
- 6.1 The Board will formulate a program to carry out its purpose and perform its duties.
- 6.2 The Board shall have such authority as enumerated in this Agreement or in the Bylaws.
- 6.3 The Board will coordinate intelligence between the members and the Task Force.
- 6.4 The Board shall appoint and supervise the Task Force Commander. The Board may appoint and supervise an Assistant Task Force Commander. This appointment will be with the concurrence of the participant's member agency.
- 6.5 The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
- 6.6 The Board may make contracts, incur expenses and make expenditures necessary and incidental to the effectuation of its purpose and consistent with its powers, subject to the budgetary limits and donations of the parties to this Agreement.
- 6.7 The Board shall cause to be made an annual audit of the books and accounts of the Task Force. An external audit, completed by a Board approved vendor, may also be requested. Audit reports shall be provided to all members and shall include the following information:
- a. The financial condition of the Task Force;
  - b. The status of all Task Force projects;
  - c. The business transacted by the Task Force; and
  - d. Other matters which affect the interests of the Task Force.
- 6.8 The Task Force's books, reports, and records shall be open to inspection by its members at all reasonable times.
- 6.9 The Board may recommend changes in this Agreement to its members.
- 6.10 The members may not incur obligations or enter into contracts that extend beyond the term of this Agreement or exceed the CRDVOTF annual budget without express authorization of the respective governing bodies of the participating members.

- 6.11 The Board may receive real or personal property by grant, devise, or bequest for the use of the Task Force.
- 6.12 The Board shall provide clerical support for daily CRDVOTF operations.
7. Finances.
- 7.1 The members shall fund the cost of operation of the Task Force by contributions from its members. Le Sueur County shall annually contribute \$8,850. Faribault, Northfield and Rice County shall each annually contribute \$4,500. Lonsdale, Morristown and Dundas shall each annually contribute \$1,336. If necessary, the Board may request additional contribution from its members.
- 7.2 Subsequent year donations shall be recommended by the Board.
- 7.3 If deemed appropriate by the Board, the Task Force shall apply for Federal and State grant funds. If such grant funds are awarded, all funds will be spent in federal or state authorized program areas.
- 7.4 The Board may accept donations from its members or other sources if deemed appropriate.
- 7.5 The Task Force's funds may be expended by the Board in accordance with this Agreement, in a manner determined by the Board.
- 7.6 The Board shall appoint one of its members to serve as fiscal agent, to provide budgeting, recordkeeping and accounting services necessary or convenient for the operations of the CRDVOTF. The appointed fiscal agent shall be the chief financial officer of the Board and shall provide management of all Task Force funds, including member contributions, grant monies and forfeiture funds.
- 7.7 Disbursement of Task Force funds shall occur only upon the signature of the assigned fiscal agent.
- 7.8 The Board shall receive a monthly financial report of all expenditures, receipts, and current fund balances from the fiscal agent.
- 7.9 Any grant funds obtained by a member for participation in the Task Force shall be contributed to the Task Force.
- 7.10 The Board shall adopt an annual budget based upon grant funds, annual member contributions and money made available from other sources. The Board may amend the budget from time to time.
- 7.11 The Board may not incur debts.
- 7.12 The Task Force has no obligation to reimburse members for any expense of personnel costs relating to services performed under this Agreement.

- 7.13 The Task Force may donate equipment, supplies, or training to member agencies.
8. Investigators.
- 8.1 Each member may assign an experienced, licensed peace officer to serve on the Task Force as an Investigator.
- 8.2 Investigators shall remain an employee of the respective member city or county.
- 8.3 Investigators will be responsible for providing public education on drug trends and abuse, drug investigation, including intelligence management, case development, and case charging. Investigators will also assist other investigators in surveillance and undercover operations. Task Force investigators will work cooperatively with assisting agencies.
- 8.4 Investigators will be directly supervised by the Task Force Commander or, in his/her absence, by the Task Force Commander designee.
- 8.5 The member appointing an Investigator shall furnish the Investigator a computer workstation, weapon and vehicle. All costs associated with the vehicle are the responsibility of the appointing member.
- 8.6 Investigators shall be assigned to the Task Force for a maximum period not to exceed five (5) years. This limitation does not apply to the Commander or a Narcotics K-9 officer assigned to the Task Force.
9. Task Force Commander.
- 9.1 A Task Force Commander shall be appointed by the Board and serve at its pleasure. The Task Force Commander must be a full-time, licensed supervisory peace officer of a member. The Task Force Commander shall remain an employee of the respective member city or county.
- 9.2 The Task Force Commander shall be in charge of the day-to-day operation of the Task Force, including but not limited to supervising the Task Force's assigned personnel, subject to direction received from the Board. Member assigned investigators shall be submitted to the Task Force Commander for consideration and final approval. The Task Force Commander is responsible for staffing, scheduling, case assignment, grant writing, case management, record keeping, informant management, buy fund and petty cash management, and keeping the Board updated as to the Task Force's activity, which would include major case development within member jurisdictions. When buy fund or petty cash is expended, the Task Force Commander will provide Board members with a monthly accounting of all funds disbursed and a written summary of activity within the unit.

- 9.3 The Task Force Commander may exclude Investigators from further Task Force involvement, subject to review by the Board.
  - 9.4 From the Investigators assigned by the members, the Task Force Commander shall select a designee with concurrence of the Investigator's member agency to serve as Task Force Commander in his/her absence. The designee must be a full-time, licensed peace officer of a member. The designee shall remain an employee of the respective member city or county at all times.
  - 9.5 The duties, responsibilities and authority of the designee while the Task Force Commander is absent, shall be the same as the Task Force Commander.
  - 9.6 The Task Force Commander shall comply with all recommended "Best Practices" listed within State and Federal grant requirements.
10. Forfeiture, Seizures and Fines.
    - 10.1 Any involvement by Task Force personnel which results in the seizure of real or personal property, including vehicles or cash shall be deemed a seizure by the CRDVOTF and used to support Task Force efforts. Use of Task Force seized items must be approved by the Board. Fine or restitution monies ordered paid to the Task Force by Court Order shall be used to offset equipment or operating costs of the Task Force not funded by grant, matching or donated funds. Notwithstanding the forgoing, all Task Force seizures and forfeitures shall be made in accordance with applicable law, including but not limited to Minn. Stat. §609.531. et. al.
  11. Headquarters.
    - 11.1 The Task Force shall be located in private office space at a member agency and provided at no cost to the Task Force. All utilities, including electricity, heat, air conditioning, and the like shall also be furnished to the Task Force without cost. The initial headquarters shall be located at the Faribault Police Department.
  12. Insurance.
    - 12.1 The Board shall obtain liability, property and auto insurance and such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement, which shall be payable from Task Force funds. The level of insurance shall be in conformance with the Minnesota Tort Claims Act.
    - 12.2 Each member agrees to procure and maintain insurance for auto liability and damage to loss of property with respect to any automobile and/or equipment supplied by the member for Task Force activities. Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any member for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damage or

losses were caused wholly or partially by the negligence of any other members or assigned employees.

- 12.2 Each member shall be responsible for injuries to or death of its own personnel assigned to the Task Force. Each member will maintain workers' compensation insurance or self-insurance, covering its own personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other member or its assigned employees.

13. Indemnification and Hold Harmless.

- 13.1 Applicability. The CRDVOTF shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions take pursuant to the Agreement. The Task Force shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, Chapter 466.

- 13.2 Indemnification and Hold Harmless. The CRDVOTF shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or investigators assigned to the Task Force. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes §466.04. Under no circumstances shall a member be required to pay on behalf of itself and other members, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, and applicable to any other member. The limits of liability for some or all of the members may not be added together to determine the maximum amount of liability for any member.

To the full extent permitted by law, action by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, §471.59, subd. 1a (a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for the acts or omissions of the other Parties.

14. Duration.

- 14.1 This Agreement is binding upon the member upon signature. All members need not sign the same copy. This signed Agreement shall be filed with Rice County, who shall notify all members in writing of its effective date.

14.2 This Agreement shall continue until terminated in the manner provided herein.

15. Termination, Withdrawal, Amendments.

15.1 Termination. This Agreement may terminate upon the occurrence of any one of the following events, whichever occurs first:

15.1.1 When necessitated by operation of law as result of the decision by a court of competent jurisdiction; or

15.1.2 When necessitated based upon failure to obtain necessary funding from the members or grant funding from the State of Minnesota or the United States government, or

15.1.3 When a majority of members agree by resolution to terminate the agreement upon a certain date.

15.2 Upon termination of this Agreement, all property of the Task Force shall be sold or distributed to the members in proportion to the percentage of fund contributions of each current member of the Agreement.

15.3 Withdrawal.

15.3.1 Any member may withdraw from this Agreement upon 90 days written notice.

15.3.2 A withdrawing member shall not be entitled to the distribution of any assets or funds.

15.3.3 In the event of withdrawal by any member, this Agreement shall remain in full force and effect as to all remaining members.

15.4 Amendments.

15.4.1 Upon recommendation from the Board for changes to this agreement pursuant to Section 6.9 of the Agreement, this Agreement may be changed, amended, or modified by an amendment or addendum document or by an entirely new Joint Powers Agreement.

15.4.2 Any changes, amendments, or modifications to this Agreement may only be by, and are effective only when reduced to writing and approved and signed by all parties hereto.

15.4.3 The Board, at its November 14, 2016 meeting and pursuant to Section 6.9, recommended a change to this Agreement to add Le Sueur County as a member of the Cannon River Drug and Violent Offender Task Force and



afford Le Sueur County all of the rights associated with such membership comparable to all other members, as outlined herein.

15.4.4 Upon execution of this Agreement by all parties, Le Sueur County shall be deemed and shall be a member of the Cannon River Drug and Violent Offender Task Force and shall have all of the rights associated with such membership comparable to all other members, as outlined herein.

15.4.5 This Agreement supersedes the Joint Powers Agreement, Cannon River Drug and Violent Offender Task Force Agreement dated May, 2015 and any other Agreement, whether written or not, entered into before this Agreement.

16. Cross Jurisdictional Law Enforcement Authority.

16.1 Each member hereby agrees to allow licensed law enforcement officers assigned to the Task Force to perform Task Force operations within the jurisdictional boundaries of one or more of the other parties. Law enforcement officers assigned to the Task Force while operating in a member's jurisdiction pursuant to this Agreement shall have the arrest and other authority of the individual members while within the territorial jurisdiction of any member.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

CITY OF DUNDAS

\_\_\_\_\_  
Glenn Switzer, Mayor

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

\_\_\_\_\_  
John McCarthy, City Administrator

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

\_\_\_\_\_  
Gordon Mincke, Chief of Police

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

CITY OF FARIBAULT

\_\_\_\_\_  
John Jasinski, Mayor

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

\_\_\_\_\_  
Brian Anderson, City Administrator

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

\_\_\_\_\_  
Andy Bohlen, Chief of Police

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

CITY OF LONSDALE

\_\_\_\_\_  
Tim Rud, Mayor

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

\_\_\_\_\_  
Joel Erickson, City Administrator

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

\_\_\_\_\_  
Jason Schmitz, Chief of Police

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

CITY OF MORRISTOWN

\_\_\_\_\_  
Rick Vollbrecht, Mayor

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

\_\_\_\_\_  
Sheri Gregor, City Clerk

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

\_\_\_\_\_  
Dave Osborne, Chief of Police

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

CITY OF NORTHFIELD

\_\_\_\_\_  
Dana Graham, Mayor

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

\_\_\_\_\_  
Deb Little, City Clerk

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

\_\_\_\_\_  
Monte Nelson, Chief of Police

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

COUNTY OF RICE

\_\_\_\_\_  
Jeff Docken, Chair  
Rice County Board of Commissioners

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

\_\_\_\_\_  
Sara Folsted  
County Administrator

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

\_\_\_\_\_  
Troy Dunn  
Sheriff

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

\_\_\_\_\_  
John L. Fossum  
Rice County Attorney

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

COUNTY OF LE SUEUR

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

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

\_\_\_\_\_  
\_\_\_\_\_, County Administrator

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

  
\_\_\_\_\_  
Dave Tietz, Sheriff

Date: 12/16/2016

\_\_\_\_\_  
Brent Christian, County Attorney

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





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# Le Sueur County, MN

Tuesday, December 20, 2016

Board Meeting

## Item 9

**5:35 p.m. Darrell Pettis, County Administrator / Engineer**

*RE: Commissioner Salary and Per Diem*

*RE: 2017 AMC Appointments*

*RE: Elected Officials Salaries*

*RE: Road & Bridge Budget Adjustments*

Staff Contact:

<b>COUNTY COMMISSIONER</b>					
<b>15 COUNTY COMPARISON GROUP (new group)</b>					
<b>2016 ACTUAL SALARY</b>					
	2010 Census		2016	2016	
County	Population		Salary	Per Diem	
Blue Earth	64,013		\$ 35,568		Half-day =\$50; Full-day = \$75.00
Cass	28,567		\$ 24,856	\$75	
Freeborn	31,255		\$ 22,674		No per diem
LeSueur	27,703		\$ 28,228		Half-day = \$50; Full Day = \$80
Lyon	25,857		\$ 18,150		Per Day = \$50 for 1st mtg & \$40/mtg; \$90 Total
Meeker	23,300		\$ 23,340	\$70	
Mille Lacs	26,097		\$ 17,304	\$45	
Nicollet	32,727		\$ 31,365	\$70	
Nobles	21,378		\$ 18,354		\$100/Day maximum
Pine	29,750		\$ 21,844	\$100	
Redwood	16,059		\$ 26,811	\$75	
Renville	15,730		\$ 29,443	\$75	Board Chair received \$2000 additional per year
Todd	24,895		\$ 25,560		No per diem; Board Chair received \$1,200 additional per yr
Wabasha	21,676		\$ 17,354		\$45 for 4 hrs or less; Board Chair: additional \$500
Watonwan	11,211		\$ 19,500		Full-day \$75; Half Day =\$50 (4 hours)
Totals	400,218		\$ 360,351	\$510	
<b>MEAN</b>	<b>26,681</b>		<b>\$ 24,023</b>	<b>\$73</b>	
<b>BROWN</b>	<b>25,893</b>		<b>\$ 23,547</b>	<b>\$70</b>	Board Chair receives additional \$1,000
Data Based on 2016 Direct Salary Survey Responses					
Updated: 10-19-2016					
Excel ADMNPSNL 2016 Budget 2016 Salary Survey.xlsx					



# Association of Minnesota Counties

## AMC 2017 POLICY COMMITTEE APPOINTMENTS

### POLICY COMMITTEE

Environment & Natural Resources Policy Committee  
 General Government Policy Committee  
 Health & Human Services Policy Committee  
 Public Safety Policy Committee  
 Transportation & Infrastructure Policy Committee

### DELEGATE

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*Each county can appoint one commissioner or county official to each of five policy committees. Each county must have at least one member appointed to a policy committee. No policy Committee member can be on more than one Policy Committee.*

### AMC 2017 DELEGATE APPOINTMENTS

1. 

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2. 

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3. 

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4. 

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5. 

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6. 

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7. 

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8. 

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### ARTICLE 8: ASSOCIATION DELEGATES & DISTRICTS

**Section 1. Association Delegates** Each member county shall be entitled to a number of delegates equal to three more than the number of persons on the board of county commissioners of the member county. Delegates shall be appointed annually by the county board from among the officials and employees of the county. Each delegate so appointed shall be eligible to vote at any meeting of the Association or to be elected an officer or director of the Association. The right to vote at any meeting of the Association or to hold an office or directorship in the Association shall terminate when such person ceases to be a delegate from a member county or the county that delegate represents ceases to be a member of the Association. A vacancy in the office of delegate shall be filled by the county board for the unexpired term.

## End of the Year Board Action Items:

On motion by \_\_\_\_\_ seconded by \_\_\_\_\_ and approved, the Board adopted the following resolution setting the 2017 mileage reimbursement rate:

**BE IT RESOLVED:** That the Le Sueur County Board of Commissioners hereby sets the mileage reimbursement for Le Sueur County Employees to be the Federal IRS mileage at 53.5 cents per mile and 2 cents per mile additional for those Water Patrol Officers while pulling a water patrol boat for the year 2017.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_ and approved the Board adopted the 2017 Per Diem Rate:

**BE IT RESOLVED:** That the Le Sueur County Board of Commissioners hereby sets the 2017 Per Diem at \$50.00 per half day and \$80.00 per full day, effective January 1, 2017.

On motion by \_\_\_\_\_ seconded by \_\_\_\_\_ and approved, the Board set the 2017 Per Diem Eligible Committees as follows:

### **2017 PER DIEM ELIGIBLE COMMITTEES**

Personnel Policy Committee, Personnel Committee, Scenic Byway Alliance, Family Services Collaborative, Labor Management, Historical Society, Union Negotiations, Fair Board, PIC, Law Library, Airport Commissions, Extension, MVCOG, Le Sueur/Waseca Regional Library, Road & Bridge, Transportation Alliance, Annual Township Meeting, Personnel Interviews, all AMC Policy Committees, AMC, NACO, Le Sueur - Waseca Community Health Board, Planning & Zoning matters, Tri-County Solid Waste, Cannon River Matters, MSSA, Mental Health Advisory, Immtrack Joint Powers Board, Region 9, MVAC, EMS Joint Powers, HRA, Multi-County HRA, Region 9, Le Sueur County Aging and Transit, MV River Watershed Committee, Ney Foundation, Parks, Le Sueur – Scott Joint Drainage Authority, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority, Public Health Emergency Preparedness Advisory Committee, Public Health Advisory Committee, LCDS Inc., German – Jefferson Sewer District, Regional Radio Board, GBERBA, Middle MN River Watershed, SHIP (Statewide Health Improvement Program), Aquatic Invasive Species (AIS) Committee, Safety Committee, Benefit Committee, Veterans Services Drivers and any other newly created committees recognized by the County Board in the year 2017.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_ and approved, the following resolution was adopted:

**BE IT RESOLVED:** that all members of the County Board, the Human Services Director, the County Engineer / Administrator, and the VSO are hereby designated as Association of Minnesota Delegates for Le Sueur County in 2017.

**BE IT FURTHER RESOLVED:** that all officials and their delegates are hereby authorized to attend all meetings called by their respective associations, regional and national, including regular meetings called during the year 2017, and

**BE IT FURTHER RESOLVED:** that all out-of-state meetings must be requested in person by the Department Head before the County Board.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_ and approved, the Board established the 2017 annual base salary of the Le Sueur County Board of Commissioners to be \$28,933.70 plus cafeteria benefits as negotiated by the Union Contracts.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_ and approved, the Board adopted the following resolution setting the 2017 Le Sueur County hours of operation:

**THEREFORE BE IT RESOLVED:** That all employees except for public safety and the county highway department employees shall have their normal work week at 39.5 hours in 2017.

**BE IT FURTHER RESOLVED:** That the normal hours of operation for the County Courthouse and Planning and Zoning Office shall be 8:00 a.m. to 4:30 p.m. on Mondays thru Thursday and 8:00 a.m. to 4:00 p.m. on Friday for 2017.

## Proposed 2016 Road and Bridge Budget Line Item Changes

Revenue

Account Number	Line Item Description	Approved 2016 Budget	Proposed Budget Amount	Difference	Comments
10-300-5557	Federal Reimbursement	\$0	\$233,814	-\$233,814	2015 Federal Project Reimbursements
10-300-5595	Refunds and Reimbursements	\$0	\$132,179	-\$132,179	
10-300-5558	Misc Reimbursement	\$6,216,607	\$1,900,000	\$4,316,607	CSAH 23 Reconstruction
10-300-5893	State Aid Regular Construction	\$1,659,583	\$1,300,000	\$359,583	
10-300-5895	State Aid Municipal Construction	\$237,999	\$420,000	-\$182,001	
10-300-5896	Bridge Bonds	\$365,940	\$0	\$365,940	No Bridge Bonding this year
10-300-5898	Sale of Material to City	\$20,000	\$800,000	-\$780,000	Montgomery Reimbursement
10-304-5896	State Aid Bonds	\$3,861,119	\$260,000	\$3,601,119	

\$7,315,255 < -- This is a decrease in Revenue

Expenditures

Account Number	Line Item Description	Approved 2016 Budget	Proposed Budget	Difference	Comments
10-300-6260	Profesional Services	\$250,000	\$45,000	\$205,000	
10-300-6360	Miscellaneous	\$5,000	\$65,000	-\$60,000	Ditch Liens
10-301-6260	Profesional Services	\$541,900	\$700,000	-\$158,100	TH 112 Engineering
10-301-6389	State Aid Contracts	\$10,461,978	\$3,200,000	\$7,261,978	CSAH 23 Reconstruction
10-301-6390	State Aid Municipal Contracts	\$852,370	\$440,000	\$412,370	
10-301-6392	County Contract Payments	\$1,000,000	\$400,000	\$600,000	CR 104
10-302-6301	Hired Equipment	\$10,000	\$165,000	-\$155,000	Flood damage
10-302-6495	Supplies-Road Repair & Maint	\$175,000	\$270,000	-\$95,000	Striping, spraying, lighting, crackfilling
10-302-6496	Supplies - Aggregate / Asphalt	\$450,000	\$700,000	-\$250,000	
10-302-6605	Buildings and Structures	\$0	\$120,000	-\$120,000	Waterville shop final / Le Sueur Shop/ cold storage
10-302-6610	Major Road Equipment	\$530,500	\$395,000	\$135,500	Paid for equipment in 2015
10-303-6415	Motor Fuel	\$400,000	\$225,000	\$175,000	
10-303-6445	Equipment Repair / Supplies	\$225,000	\$290,000	-\$65,000	Cutting edges

\$ 7,899,848.00 <-- This is a decrease in Expenses



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# Le Sueur County, MN

Tuesday, December 20, 2016

Board Meeting

## Item 10

**5:45 p.m. Jim McMillen (5 min)**

*RE: Permit Parking - West County Parking Lot*

Staff Contact:



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# **Le Sueur County, MN**

**Tuesday, December 20, 2016**

**Board Meeting**

## **Item 11**

**5:50 p.m. 2017 Fee Changes Public Hearing (10 min)**

**Staff Contact:**



<b>Dept</b>	<b>Fee</b>	<b>Current 2016 Fees</b>	<b>Proposed 2017 Fees</b>
<b>Aud-Treasurer</b>	On-Sale Liquor License (Selling strong beer only)		\$750.00
<b>Public Health</b>	Pregnancy Test	\$5.00	\$8.00
	Early Childhood Screening	\$30.00	\$35.00 an hour
	Hepatitis B	\$45.00	\$60.00
	Tdap	\$45.00	\$54.00
	Mantoux	\$10.00	\$20.00
	VFC Vaccinations Admin Fee(Vaccine is free)	\$10.00	\$20.00
	VFC Vaccinations - Admin Fee Alternative Schedule (Vaccine is free)		1 injection \$20.00
			2 injections \$27.00
			3 injections \$34.00
			4 injections \$41.00
<b>Sheriff</b>	Mechanics Lien Sales/Certificates		\$70.00
	Redemptions (non-refundable)		\$250.00
	Gun permit expired renewal fee	Remove \$85.00 fee	
<b>Recorder</b>	40 Year Tract Search		\$250.00



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# **Le Sueur County, MN**

**Tuesday, December 20, 2016**

**Board Meeting**

## **Item 12**

**6:00 p.m. 2017 Levy - Budget Public Hearing**

Staff Contact:

## Notice of Proposed Total Budget and Property Taxes

The Le Sueur County Board of Commissioners will hold a public hearing on its budget and on the amount of property taxes it is proposing to collect to pay for the costs of services the County will provide in 2017.

**SPENDING:** The total budget amounts below compare the county's 2016 actual budget with the amount the county proposes to spend in 2017.

<b>2016 Total Actual Budget</b> 42,688,672	<b>Proposed 2017 Budget</b> 36,638,408	<b>Change from 2016-2017</b> -14.1
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**TAXES:** The property tax amounts below compare that portion of the current budget levied in property taxes in the County of Le Sueur for 2016 with the property taxes the County proposes to collect in 2017.

<b>2016 Property Taxes</b> 17,171,162	<b>Proposed 2017 Property Taxes</b> 17,943,864	<b>Change from 2016-2017</b> 4.5%
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**LOCAL TAX RATE COMPARISON:** The following compares the county's current local tax rate, the county's tax rate for 2017 if no tax levy increase is adopted, and the county's proposed tax rate for 2017.

<b>2016 Tax Rate</b> 48.9520%	<b>2017 Tax Rate If No Levy Increase</b> 48.4203%	<b>2017 Proposed Tax Rate</b> 50.5992%
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## 2017 FINAL LEVY

<u>FUND</u>	<u>TAXES</u>	<u>PROGRAM AID</u>	<u>TOTAL</u>
Revenue	9,239,584	506,928	8,732,656
Road & Bridge	3,050,843	506,927	2,543,916
SS & PA	2,668,608		2,668,608
PA & GA	989,468		989,468
Fair	35,000		35,000
Building	387,147		387,147
Extension Services	189,386		189,386
Park	238,719		238,719
Bonded Indebtedness	2,142,313		2,142,313
Victim Witness	16,651		16,651
<b>TOTAL</b>	<b>18,957,719</b>	<b>1,013,855</b>	<b>17,943,864</b>

2017 FINAL LEVY           \$ 17,943,864

2016 FINAL LEVY           \$ 17,171,162

INCREASE IN LEVY       \$    772,702

INCREASE OF                           4.5 %

**2017 Levy vs. 2016 Levy**

	<b>2017 Levy</b>	<b>2016 Levy</b>	<b>Difference</b>
<b>Revenue</b>	8,732,656	8,135,747	\$ 596,909
<b>Road and Bridge</b>	2,543,916	2,560,690	\$ (16,774)
<b>SS &amp; PA</b>	2,668,608	2,573,655	\$ 94,953
<b>PA &amp; GA</b>	989,468	1,064,573	\$ (75,105)
<b>Fair</b>	35,000	26,331	\$ 8,669
<b>Building</b>	387,147	190,000	\$ 197,147
<b>Extension Services</b>	189,386	184,028	\$ 5,358
<b>Park</b>	238,719	235,191	\$ 3,528
<b>Bonded Indebtedness</b>	2,142,313	2,146,026	\$ (3,713)
<b>Environmental Services</b>			\$ -
<b>Water Planning</b>		12,836	\$ (12,836)
<b>ISTS</b>		38,823	\$ (38,823)
<b>Victim Witness</b>	16,651	3,262	\$ 13,389
	\$ 17,927,213	\$ 17,171,162	\$ 772,702

$$\begin{array}{r} \text{Proposed Levy Increase} = \\ \text{2016 Final Levy} = \end{array} \frac{\$772,702}{\$17,171,162}$$

$$\text{Proposed 2017 Levy Increase} = 4.5\%$$

**FINAL 2017  
 RECAP OF EXPENDITURES  
 LE SUEUR COUNTY**

<b>FUND</b>	<b>TAXES</b>	<b>OTHER REVENUES</b>	<b>USE OF FUND BALANCE</b>	<b>TOTAL</b>
REVENUE	9,239,584	4,364,003	57,000	13,660,587
ROAD & BRIDGE	3,050,843	7,866,350		10,917,193
SS & PA	2,668,608	2,287,118		4,955,726
PA & GA	989,468	1,317,250		2,306,718
FAIR (600)	35,000	0		35,000
BUILDING (111)	387,147	0	327,853	715,000
EXT SERVICES (601)	189,386	3,725		193,111
PARK (525)	238,719	64,264		302,983
GERMAN/JEFFERSON(129)	0	0	23,000	23,000
BONDED INDEBT	2,142,313	0	-130,135	2,012,178
ENV SERVICES	0	1,031,039	389,022	1,420,061
VICTIM WITNESS	16,651	80,200		96,851
<b>TOTAL</b>	<b>18,957,719</b>	<b>17,013,949</b>	<b>666,740</b>	<b>36,638,408</b>

**2017 Budgets -- Final**

<b>Department</b>	<b>Revenue</b>	<b>Expenditures</b>	<b>Levy \$ Needed</b>
001 – Commissioners	15,120	296,947	281,827
011 – District Court	4,100	73,650	69,550
019 – Law Library **	15,000	28,000	13,000
020 - Drug Court	116,945	214,589	97,644
039 – Land Rec Dept	65,000	177,979	112,979
040 – Finance	26,500	114,028	87,528
041 – License Bureau	109,940	125,393	15,453
043 – Machine Room	8,400	164,150	155,750
044 – Auditor/Treasurer	12,700	508,762	496,062
045 – Assessor	6,200	558,925	552,725
046 – Gen Govt	936,874	361,783	-575,091
047 – Remonumentation	0	36,800	36,800
049 - Human Resources	0	206,866	206,866
060 – Data Processing	0	783,922	783,922
061 – Election	750	13,350	12,600
062 – County Administrator	5,000	208,009	203,009
090 – Co Attorney	0	780,754	780,754
091 – Co Attorney Cont	0	11,000	11,000
100 – Co Recorder	195,000	298,240	103,240
101- Rec Tech Fund **	62,000	106,000	44,000
110 – Maintenance	92,000	432,733	340,733
120 – Veterans Service	2,500	262,661	260,161
122 – Planning & Zoning	100,000	328,349	228,349
123 – HRA	0	10,025	10,025
124 – Public Health	1,873,802	2,281,395	407,593
126 – Sr Citizens	0	90,000	90,000
127 – Forfeit Tax	4,000	12,000	8,000
200 – Law Enforcement	193,420	1,904,350	1,710,930
201 – Crim Inv	0	360,192	360,192
202 – B & W	10,395	35,313	24,918
203 – Sheriff Cont #2	2,000	0	-2,000
204 – Sheriff Cont #1	0	2,000	2,000
205 – Coroner	0	62,000	62,000
208 – E911 County	2,000	11,186	9,186
209 – Tobacco Compl	2,400	0	-2,400
210 – Snowmobile Safety	3,932	3,380	-552
212 – E911 State	104,205	66,000	-38,205
214 – OHV/ATV	5,649	6,000	351
250 – Jail	34,000	1,658,439	1,624,439
251 – Probation	55,000	401,029	346,029
280 – Emergency Mgmnt	29,306	171,330	142,024
602- SWCD	269,865	480,073	210,208
603 – Ag Inspector	0	12,985	12,985
** use reserves			
<b>TOTAL</b>	<b>4,364,003</b>	<b>13,660,587</b>	<b>9,296,584</b>

Department	Revenue	Expenditures	Levy \$ Needed
300 – R & B – Adm	6,508,475	517,658	-5,990,817
301 – R & B – Const	0	5,834,487	5,834,487
302 – R & B – Maint	0	2,848,471	2,848,471
303 – R & B – Shop	0	880,702	880,702
304 – R & B - Bonds	1,357,875	835,875	-522,000
<b>TOTAL</b>	<b>7,866,350</b>	<b>10,917,193</b>	<b>3,050,843</b>
043 – Machine Room	17,200	17,200	0
426 – SCORE	106,067	106,067	0
427 – Solid Waste (Reserves)	232,000	209,935	-22,065
428 – Water Planning(Reserves)	90,915	91,653	738
436 – Feedlot Grant(Reserves)	45,592	45,946	354
438 – ISTS (Reserves)	21,059	71,962	50,903
440 – State Shoreland Grt	5,406	5,406	0
443 – Wastewater Bd 2006B	4,800	4,800	0
451-German/Jefferson Feasibility Study(Reserves)	0	35,382	35,382
453-Aquatic Species Aid	158,000	158,000	0
454-FRST Lakes(Reserves)	0	166,400	166,400
455-Lake Volney Targeted Restoration(Reserves)	0	157,310	157,310
456 West Jeff Subord Serv Dist	350,000	350,000	0
<b>TOTAL</b>	<b>1,031,039</b>	<b>1,420,061</b>	<b>389,022</b>
Fund 30 – B & I Dept 971 & 443	0	2,012,178	2,142,313
Fund 40 – Cap Imp	0	0	0
Fund 02 - Victim Witness	80,200	96,851	16,651
111- Building	0	715,000	327,853 Reserves & 387,147 Levy
129-German/Jefferson**	0	23,000	23,000
525 – Park	64,264	302,983	238,719
600 – County Fair	0	35,000	35,000
601 – Ext Services	3,725	193,111	189,386





**Department of Human Services**

**2017 Budget/Levy Hearing Fact Sheet**

**12-20-16**

*Services provided are by mandates of local, state and federal government*

\$ 3,638,228 in county property tax funds is being levied for 2017 to administer financial assistance, child support, social services and mental health services.

The overall service value for human services is \$54,653,568 with approximately 6.7% of the cost from county property tax funds. In 2015, Le Sueur County was ranked the 16<sup>th</sup> lowest in spending per capita in overall Human Services Spending in the State of Minnesota.

Human Services has 57.8 FTE in personnel and services provided include:

<b>Program Area</b>	<b>Services/# Served</b>
Financial Assistance	Medical Assistance/Health Care = 2,377 cases (4,277 people) Cash Assistance = 347 cases (522 people) Supplemental Nutrition Assistance Program = 626 cases (739 adults/586 children)
Child Care Assistance	68 cases
Child Support	Child Support Assistance = 994 cases (\$3,811,897 collected in 2015)
Child Services	Children's Mental Health = 84 cases Child Welfare/Child Protection = 65 cases School Liaison/Community Support = 36 cases Family Services Collaborative = average of 164 contacts/month Children in out of home placement = average of 30 children/month In-Home Family Services = average of 9 families/month
Behavioral Health	Adult Mental Health = 113 cases Community Supports = 100 cases Psychological Services = 192 cases Chemical Health Assessments = 80 cases After Hours On – Call Services = 27 calls/1,103 minutes
Social Services	Adult Protection = average of 10 reports/month Persons with Developmental Disabilities = 200 cases Foster Care Homes = 39 Day Care Homes = 82

**Le Sueur County Road and Bridge Department**  
**Proposed FY 2017 Budget**

**REVENUES**

<b><u>Estimated Revenues</u></b>	<b><u>2017</u></b>
Local Property Tax Levy	\$ 2,543,451.00
County Program Aid	\$ 512,639.00
Other State Aids	\$ 10,565.00
County State Aid Highway Apportionment (State Aid)	\$ 4,861,421.00
County State Aid Highway Bonds, CIP Bonds	\$ 1,357,875.00
State Bridge Bonding (Fund 29)	\$ 250,000.00
Reimbursements for Construction Projects	\$ 518,441.00
Property Taxes - Delinquent	\$ 45,000.00
Aggregate Tax	\$ 150,000.00
Wheelage Tax	\$ 320,000.00
Township Road Allotment (State Road Funds to the Townships)	\$ 172,774.00
Sale of Equipment, Materials, Supplies and Misc Reimbursements	\$ 135,000.00
<b>Total Revenues</b>	<b>\$ 10,917,166.00</b>

**EXPENDITURES**

<b><u>Estimated Construction Expenditures</u></b>	<b><u>2017</u></b>
CSAH 3 - Cty Line to TH 60	\$ 350,000.00
CSAH 3 - TH 60 to CSAH 14	\$ 350,000.00
CSAH 3 - TH 99 to TH 21	\$ 1,200,000.00
CSAH 12 - CSAH 13 to CSAH 11	\$ 500,000.00
CSAH 33 - Replace Bridge 92723	\$ 200,000.00
CSAH 37 - TAP Sidewalk projects	\$ 552,370.00
CSAH 52 - Replace Bridge # 4458	\$ 300,000.00
CSAH 61 - Cty Line to TH 60	\$ 160,000.00
CSAH 62 - Cty Line to TH 60	\$ 50,000.00
County Wide Seal Coats	\$ 750,000.00
CR 104	\$ 425,000.00
State Aid Bonding Costs (Principal + Interest)	\$ 835,875.00
Subtotal of Construction Expenditures	\$ 5,673,245.00

<b><u>Estimated Operational Expenditures</u></b>	<b><u>2017</u></b>
Labor (inc. Overtime, SS, PERA, & Benefits)	\$ 1,916,308.00
Administration Expenses (Tele., Office Supplies, Furniture)	\$ 35,500.00
Construction Expenses	\$ 3,500.00
Maintenance Expenses	\$ 12,500.00
Shop Expenses	\$ 500.00
Supplies (Aggregate, Salt, Fuel, Culverts, Signs, Parts, Tools)	\$ 1,559,500.00
Munic Maint Payments, Hired Equip, Maint Contracts	\$ 184,794.00
Professional Services (Bridge Design, Equip Repair,)	\$ 682,500.00
Insurance	\$ 125,000.00
Utilities	\$ 50,000.00
Buildings	\$ -
Equipment	\$ 495,000.00
Township Road Allotment (State Road Funds to the Townships)	\$ 172,774.00
Sales Tax	\$ 6,045.00
Subtotal of Operational Expenditures	\$ 5,243,921.00
<b>Total Expenditures</b>	<b>\$ 10,917,166.00</b>

# LE SUEUR COUNTY PUBLIC HEALTH

## 2015 ANNUAL REPORT



**Le Sueur County Public Health Staff 2015**

### **2015 FINANCIAL SUMMARY (all Public Health programs combined)**

Expenditures:	\$2,162,149
Revenues (federal and state grants, fees, contracts):	\$1,748,475
County Tax funds needed to operate:	\$389,072

### **HOME HEALTH CARE PROGRAM**

**Skilled Nursing:** Public Health is certified by Medicare and licensed by the state of Minnesota to provide home health care services. Services are provided to the elderly, sick and disabled who are in need of nursing care in their homes. Providing care at home can delay costly nursing home placement.

- Nurses made 2,442 visits with a monthly average of 204 visits in 2015
- 110 clients were served

**Home Health Aide Services:** Home Health Aides are an important component of the home care program assisting patients with personal cares such as bathing, shampoo, exercises and meals.

- Home Health Aides made 3,477 visits in 2015
- Average length of direct time per patient visit was 1.13 hours

**Homemaker Services:** Homemakers are also an important part of the home care program. Homemakers assist patients with housecleaning, laundry and grocery shopping.

- Homemakers made 1,631 visits in 2015
- Average length of direct time per patient visit was 1.88 hours

**Therapy Services:** Public Health contracts to provide Physical Therapy, Occupational Therapy and Speech Therapy services to homebound patients needing therapy under the Medicare program.

- 17 Physical Therapy visits were made in 2015
- 14 Occupational Therapy visits were made in 2015
- 0 Speech Therapy visits were made in 2015

## **WAIVERED SERVICES PROGRAM**

**Case Management:** Public Health is the lead agency for the following waivers: AC (Alternative Care), EW (Elderly Waiver), CADI (Community Access for Disability Inclusion), CAC (Community Alternative Care) and BI (Brain Injury) waivers. Public Health Nurses provide case management services for persons enrolled in these programs in order to determine the most appropriate and cost effective home and community based service plan to keep them in the community.

- Annual CCB aggregate funding utilized for CADI, CAC & BI waivers for FY2015 was \$4,491,739
- 271 Le Sueur County residents were enrolled in a waived services program in 2015

**Care Coordination for Health Plans:** Public Health has contracts with Blue Plus, UCare and Medica (the county's managed care plans) to provide care coordination services to their members enrolled in MSHO (Minnesota Senior Health Options) and MSC+ (Minnesota Senior Care Plus).

- 243 Le Sueur County residents received health plan care coordination services in 2015

**Assessments: Long Term Care Consultations (LTCC) and MnCHOICES (online assessment tool) -**

Nurses complete LTCCs or MnCHOICES assessments to assess the client's needs, determine the best plan for meeting those needs and make recommendations to the client and family re: remaining in the community or entering a facility. Preadmission Screenings are completed on all residents needing admission to a nursing home from the community. The Area Agency on Aging does the PAS phone screens & case managers do the face to face screenings.

- 120 Initial Assessments were completed in 2015
- 278 Reassessments were completed in 2015

**Personal Care Assistant (PCA) Assessments:** Public Health Nurses complete a PCA assessment to determine the level of care and service needs for persons on Medical Assistance requesting PCA services.

- 20 PCA Assessments were completed in 2015

**Total served:** A total of 410 Le Sueur County residents were served by this team in 2015

- 831 assessment / reassessments / case management visits were made in 2015
- 7,937 indirect case management contacts were made in 2015
- Average caseload per nurse case manager was 42 clients in 2015

## **COMMUNICABLE DISEASE CONTROL (DISEASE PREVENTION & CONTROL)**

**Immunizations:** Public Health offers low-cost immunization clinics on the first Monday of each month supported by the MDH Vaccine for Children Program. Influenza vaccinations are also given every fall.

- 85 Immunizations were given in 2015
- 701 Flu Shots were given in 2015
- 793 Flu Shots were given in 2015 at SLV (School Located Vaccination) clinics free to students

**Immunization Registry:** Le Sueur County participates in a Joint Powers Agreement with 5 other counties for Immtrack, a regional immunization registry. The immunization rate for Le Sueur County kindergarten students ranges from 94.75 – 97.70% for DTaP, Polio, MMR, Hepatitis B and Varicella for 2014-2015. Public Health has an Immunization Practices Improvement (IPI) contract with MDH to provide consultation to clinics re: vaccine storage, handling and administration practices.

- 4,080 children ages 0-18 had at least two immunizations entered in the registry in 2015

**Disease Investigation:** Public Health works together with the Minnesota Department of Health (MDH) and doctors to prevent the spread of a variety of diseases in the community. Public Health screens high-risk populations in the county, including county jail inmates, for tuberculosis and provides DOT (Direct Observation Therapy) to individuals diagnosed with active TB.

- 103 Mantoux tests were given in 2015 (22 of these were given at the jail)
- 1 resident received DOT (Direct Observation Therapy) for active pulmonary TB in 2015
- 2 residents with LTBI (Latent Tuberculosis Infection) in 2015
- 7 residents received LTBI monitoring (including contacts of active cases) from Public Health in 2015
- 87 reportable Infectious Diseases were reported in 2015 (decreased from 90 in 2014)  
Chlamydia was the highest at 53 cases. Chlamydia cases in 2014 = 37



## **FAMILY HEALTH PROGRAMS**

**Prenatal and Postpartum Visits:** Public Health Nurses visit high risk pregnant women and pregnant teens to provide education on pregnancy, nutrition, labor, and/or infant care. Referrals are obtained through WIC, local physicians, schools, and others.

- 7 women received prenatal visits in 2015
- 48 women received postpartum visits for breastfeeding and infant care education in 2015
- 21 pregnancy tests were done in 2015

**Follow Along Program:** All parents are offered participation in this program that tracks their child's development and provides age appropriate educational materials.

- 343 children were enrolled in 2015

**Car Seat Program:** Nurses trained in car seat safety are available to provide accurate information and proper installation of child car seats. UCare provides Public Health with car seats to distribute to members and Public Health received a grant from the Department of Public Safety for car seats for low income families.

- 169 hours of car seat education was provided in 2015
- 90 UCare and Blue Plus families received car seats in 2015
- 8 families received car seats from the Child Passenger Safety Grant in 2015

**Family Home Visiting:** Federal funding through the TANF (Temporary Assistance for Needy Families) grant provides home visits to a target population of teen/minor parents and first time, low income parents. Education and support for parents is provided utilizing a variety of resources.

- 53 home or office visits were provided to 83 clients/families in 2015
- 350 students received education on Teen Pregnancy Prevention in 2015

**SUID (Sudden Unexpected Infant Death) or SIDS (Sudden Infant Death Syndrome) Follow-up**

- There were no SUID or SIDS deaths in Le Sueur County in 2015

**Early Hearing Detection Intervention (EHDI) & Birth Defects reporting:** Public Health has a contract with MDH to provide outreach to families with newborns or children that have been diagnosed with hearing loss or with a congenital birth defect.

- 4 referrals received for hearing loss in 2015
- 3 referrals received for birth defects in 2015

**Healthy Smiles Program:** Public Health applied for a grant through UCare to address gaps in access to dental services. The Healthy Smiles program was established in April 2015. A Registered Dental Hygienist is contracted as a Collaborative Practice Dental Hygienist and provides preventive dental services to children ages 0-14 years old one day per month at the Public Health office.

- 129 office visits were provided to 120 clients in 2015
- The dollar value of services provided in 2015 was \$16,190

**WIC (Women, Infants and Children) Program:** Funded by the USDA, WIC provides nutrition education and vouchers for specific healthy foods to pregnant and breastfeeding women, infants, and children to age five. Based on a health assessment, specific food prescriptions are given to improve and maintain health.

- Participation levels for 2015 averaged 514 per month with a high of 535 in June/July 2015
- Total number of women, children and infants served was 826 (234 women & 592 infants and children)
- Total dollar value of WIC vouchers issued in 2015 was \$375,418 with a monthly average of \$31,284
- IBCLC (International Board Certified Lactation Consultant) made 24 Lactation Consultation visits

**Child & Teen Checkup (C&TC) Program:** Public Health receives federal funding to provide the outreach for this program. Families with C&TC eligible children (those on Medical Assistance) are contacted by phone, home visit or by mail when their children are due for the screening with their medical provider. The screenings promote physical and developmental health and early detection of problems.

- 3,706 informational contacts were made to eligible children in 2015
- 2,378 children were C&TC eligible in 2015

## **HEALTH PROMOTION PROGRAMS**

**School Health:** Public Health provides consultation services to school nurses in Le Sueur County and assists with each school's Hearing and Vision Screening program. Public Health also has contracts with three of the schools to provide services during Early Childhood Screening.

**Health Education:** Nurses are available for presentations to students such as Senior Health Day for 12<sup>th</sup> graders, Puberty & Hygiene talks for 3<sup>rd</sup>-6<sup>th</sup> graders, and hand washing for Kindergarten students.

- Public Health partnered with TCU Le Center to establish a weekly "Baby Talk" class
- Cleveland sponsored "Senior Health Day" for students and Preconception Health talks to 10<sup>th</sup> graders
- Education on germs & handwashing to TCU Montgomery & Cleveland Pre-K & elem.
- Dental health education to preschool students at TCU Le Center
- Open House event at TCU Le Center (Pre-K, K & 1<sup>st</sup> grade) promoting dental health and safety

**SHIP (Statewide Health Improvement Program):** The Le Sueur – Waseca Community Health Board (CHB) collaborated with the Brown – Nicollet CHB to form the "Healthy Together" partnership. This four county project was funded with a \$317,334 SHIP 3 grant effective July 1, 2014 through October 31, 2015 and a \$618,254 SHIP 4 grant effective November 1, 2015 through October 31, 2017. An overall project coordinator was hired for the four county project and each county hired SHIP staff to support the work locally. Le Sueur – Waseca CHB is sharing a 0.5 (SHIP 3) and 0.7 (SHIP 4) FTE Community Health Specialist between the two counties. Strategies to reduce obesity and tobacco include Healthy Eating, Active Living, Safe Routes to School, Worksite Wellness, Breastfeeding Friendly worksites and Tobacco Free Living.

## **PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) & CITIES READINESS INITIATIVE (CRI)**

**Disaster Preparedness:** Public Health has partnered with hospitals, clinics and emergency management to plan and conduct local and regional drills and exercises with an all hazards approach.

- 4 Exercises, 4 Drills and 12 training events were completed in 2015

**Health Alert Network (HAN):** In partnership with MDH, Public Health has a system in place for fast, efficient and reliable communication when a disease or event threatens the health of Minnesotans. Public Health activates the local Health Alert Network (HAN) and passes the information on to hospitals, clinics, emergency management and others.

- 12 messages were sent to our partners in 2015

**MN Responds:** Public Health maintains a list through MN Responds of volunteers that have agreed to assist in the event of a disaster or emergency.

- Staff Alert and Notification system (utilizing MN Responds) was tested once in 2015
- MN Responds Volunteer Notification system was tested once in May 2015

## **COMMUNITY HEALTH**

**Delegation Agreement:** Le Sueur County is fully delegated by the Minnesota Department of Health (MDH) to license, regulate and inspect all Food, Beverage and Lodging (FBL) facilities, including Recreational Camping Areas (RCA), Manufactured Home Parks (MHP), Youth Camps, wells and swimming pools.

- 102 FBL establishments, 25 MHP/RCA, 10 pools and 3 Youth Camps licensed in Le Sueur County
- 28 non-community water facilities; 35 well construction permits issued; 30 well sealing permits issued
- 155 total inspections were completed in 2015

**Cleanup of Clandestine Drug Lab Sites Ordinance:** The (meth) ordinance was established on Jan. 1, 2005

- Prior to 2005 – 19 identified drug lab sites; 2006 and 2007 each had 1 lab site identified
- No drug lab sites identified from 2008-2015

**Public Health Nuisance Complaints:** Public Health receives health-related complaints with the three most frequent complaints in 2015 being 1) mold 2) garbage complaints (unclean houses) and 3) bed bugs. Public Health often works in a "consultant" role on environmental and cleanliness issues trying to work out a satisfactory solution to the problem or making referrals to appropriate resources.

## Levy Comparisons by Tax District 2016 - 2017

Jurisdiction	2016 Levy	2017 Proposed Levy	Percentage Change
County of Le Sueur	17,171,162	18,201,432	6%
<b>Cities</b>			
Cleveland City	269,177	280,877	4.3%
Elysian City	522,489	543,443	4%
Heidelberg City	30,000	32,000	6.7%
Kasota City	73,109	73,109	0%
Kilkenny City	42,475	45,160	6.3%
Le Center City	1,071,632	1,085,050	1.3%
Le Sueur City	2,185,336	2,305,195	5.5%
Montgomery City	1,782,874	1,618,704	-9.2%
Waterville City	788,241	788,241	0%
<b>Townships</b>			
Cleveland Township	142,000	142,000	0%
Cordova Township	139,000	139,000	0%
Derrynane Township	111,933	106,337	-4.9%
Elysian Township	187,000	187,000	0%
Kasota Township	150,000	150,000	0%
Kilkenny Township	124,350	124,350	0%
Lanesburgh Township	293,116	293,116	0%
Lexington Township	121,000	130,000	7.4%
Montgomery Township	208,000	208,000	0%
Ottawa Township	0	0	0%
Sharon Township	150,000	175,000	16.6%
Tyrone Township	143,086	148,086	3.5%
Washington Township	130,000	130,000	0%
Waterville Township	194,768	194,768	0%
Cleveland #391	343,357	333,330	-2.9%
Le Sueur/Henderson #2397	2,030,654	1,867,028	-8.1%
Waterville/Elysian/Morristown #2143	505,387	473,377	-6.3%
Tri City United #2905 Was SD #392 & 394	4,942,205	4,321,257	12.6%
<b>Referendum Market Value</b>			
Cleveland #391	686,843	785,881	14%
Le Sueur/Henderson #2397	1,029,502	855,900	-16.9%
Waterville/Elysian/Morristown #2143	1,602,432	1,472,322	-8.1%
Tri City United #2905 Was SD #392 & 394	997,358	1,047,976	5.1%

**Note: School District Levies do not reflect any referendum issue passed at the 11-8-2016 election.**





# 14 Reasons Your Property Taxes Might Go Up ( or Down)

- The market value of a property may change.
- The market value of other properties in your taxing district may change, shifting taxes from one property to another.
- The State General property tax may change.
- The City budget & levy may change.
- The Township budget & levy may change.

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# 14 Reasons continued

- The County budget and levy may change.
- The School District's budget & levy may change.
- A Special District's budget & levy may change.
- Special Assessments may be added to your property tax bill.

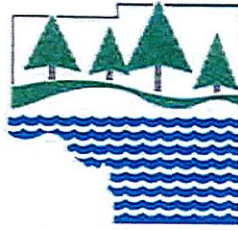
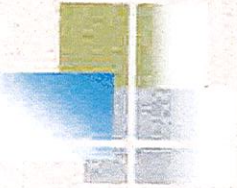




# 14 Reasons continued

- Voters may have approved a school, city/township, county, or special district referendum.
- Federal and State mandates may have changed.
- Aid and Revenue from the state and federal governments may have changed.
- The State Legislature may have changed the portion of the tax base paid by different types of properties.
- Other State Law changes may adjust the tax base.





**OF THE 14 REASONS YOUR  
PROPERTY TAXES MIGHT GO UP  
OR DOWN, THE COUNTY BOARD  
HAS DISCRETION OVER ONLY  
ITS BUDGET AND LEVY.**

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# **Le Sueur County, MN**

**Tuesday, December 20, 2016**

**Board Meeting**

## **Item 13**

**6:15 p.m. Approve 2017 Levy**

Staff Contact:



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# **Le Sueur County, MN**

**Tuesday, December 20, 2016**

**Board Meeting**

## **Item 14**

**6:20 p.m. Approve 2017 Budget**

Staff Contact:



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# Le Sueur County, MN

Tuesday, December 20, 2016

Board Meeting

## Item 15

**6:30 p.m. Al Christensen (15 min)**

*2016 Tri County Update*

Staff Contact:





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# Le Sueur County, MN

Tuesday, December 20, 2016

Board Meeting

## Item 16

**6:45 p.m. Amy Beatty, Environmental Programs Specialist**

*2017 Recycling Facility Agreement Between Le Sueur County and City of Le Center*

Staff Contact:



## ENVIRONMENTAL SERVICES

Mailing Address: 88 South Park Avenue, Le Center, MN 56057  
Physical Address: 515 South Maple Avenue, Le Center, MN 56057  
Direct Dial: 507-357-8538 Fax: 507-357-8541  
Email: [environmentalservices@co.le-sueur.mn.us](mailto:environmentalservices@co.le-sueur.mn.us)  
County Website: [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us)

Date: Monday, December 19, 2016  
To: Le Sueur County Board of Commissioners  
From: Amy Beatty, Le Sueur County Environmental Programs Specialist  
RE: 2017 Le Sueur County and City of Le Center Recycling Agreement

Since 2001, the City of Le Center has operated a recycling facility open to all county residents. The county has funded the recycling facility with SCORE<sup>1</sup> funding.

Change to the 2017 agreement:

1. The term of the agreement – January 1, 2017 to December 31, 2017.
2. Increase request of \$400.00 per month to operate the facility. In 2016, it was \$1950.00 per month. For 2017, requesting \$2350.00 per month.

If you have further questions or comments regarding this agreement, please contact me at 507-357-8203.

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<sup>1</sup> In 1989, the Minnesota Legislature adopted comprehensive waste reduction and recycling legislation based on the recommendations of the Governor's Select Committee on Recycling and the Environment. SCORE is part of Minnesota's Waste Management Act and provides counties with a funding source to develop waste reduction, recycling and solid waste management programs. Ambitious goals for recycling and waste reduction were set for Minnesota counties and have typically been met, if not exceeded.



RECYCLING SERVICES AGREEMENT  
BETWEEN CITY OF LE CENTER AND LE SUEUR COUNTY

THIS AGREEMENT is between the City of Le Center and Le Sueur County, through their respective City Council and Board of Commissioners, (hereinafter singly referred to as "Party" or jointly referred to as "Parties").

WHEREAS, Le Sueur County desires to create a mechanism whereby residents of the county may use a county-wide recycling facility; and

WHEREAS, it is recognized that there is a benefit derived from increasing the availability for recycling by the City of Le Center operating a county-wide recycling facility; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City of Le Center and Le Sueur County hereby agree as follows:

1. PURPOSE

This Agreement is to provide recycling and waste reduction services to the residents of Le Sueur County. The City of Le Center has agreed to receive the recyclable materials brought to the recycling center located at the city garage, 112 S. Lexington Avenue, Le Center, by any resident of Le Sueur County.

2. TERM

This Agreement shall commence on January 1, 2017, and terminate on December 31, 2017, unless terminated earlier as provided herein.

3. FACILITIES AND EQUIPMENT

The City agrees to receive recyclable materials at its recycling drop site at 112 S. Lexington Avenue, Le Center. The City has entered into a contract with a waste management company to provide recycling service. In this contract, the company will provide containers and will remove the recyclable materials on a set schedule. These materials will be transported to recycling facility that meets the requirements under state statutes and rules, county ordinances and solid waste management plan, and city ordinances.

The City of Le Center shall provide, at its own expense, such machinery and equipment as may be necessary to receive these recyclable materials.

4. RECYCLABLE MATERIAL

The following recyclable materials will be received at this recycling drop site at no charge to residents of Le Sueur County:

- a. Corrugated Cardboard. These are corrugated cardboard materials used primarily for packaging. Materials to be accepted must be 100% true corrugated, not coated with wax, plastics, or food contaminants or contain no chipboard.
- b. Aluminum, Tin/Steel, and Bi-Metal Food and Beverage Cans. These are containers fabricated primarily of aluminum, bi-metal, and tin-plated steel and commonly used for beverages and canned food products. Cans shall be rinsed and be reasonably clean. The following types of metals shall not be accepted aerosol cans, sheet metal, or scrap metal.
- c. Plastics, Numbers 1 through 7. Plastic containers must have a neck or pourable content. Containers shall be rinsed with all caps and lids removed. The following items shall not be accepted margarine tubs, ice cream buckets, food trays, and 5 gallon plastic pails.
- d. Glass Food and Beverage Containers. Clear, green, blue, and amber glass. These shall include containers fabricated of glass and used for packaging and bottling of various foods and beverages. Containers shall be rinsed with the caps removed. The following types of

glass shall not be accepted window glass, mirrors, light bulbs, ceramics, and glass jars or bottles that contained hazardous materials.

- e. Mixed Paper. This included newspaper, magazines, catalogs, direct mail advertisements, brochures, booklets, office paper, hard and soft cover books, phone books, manila office folders, computer paper, envelopes, letters, and boxboard (cookie, cake, cereal, and chip boxes). The following items shall not be accepted beer/pop carrying cases, egg cartons, milk cartons, frozen food boxes, foil, plastic wrap, and carbon paper.

It is understood that recyclable materials will be accepted "commingled." Commingled recyclable materials shall be aluminum, bi-metal, steel/tin food and beverage containers, glass food and beverage containers, and numbers 1 through 7 plastic containers received together and handled as one commodity.

Recycled materials may be added to or deleted from the list by written request of the parties or as required by law.

5. FACILITY OPERATIONS

- a. Hours for operation of the recycling drop site are as follows: Each Saturday from 7:00 am to 12:00 pm. On the event a state or federal holiday falls on a Saturday, the recycling drop site is not required to be open to the public.
- b. The City of Le Center agrees to have at least one employee on site at all times during operational hours to assist county residents with recycling questions and sorting of recyclables.

6. PAYMENT

Le Sueur County shall pay the City of Le Center in the amount of \$2,350.00 per month for the term of the agreement. This payment will cover the costs for labor, recycling services, insurance, and miscellaneous costs.

7. PERMITS AND LICENSES

The City of Le Center shall be responsible for all applicable state and county permits and licenses required to operate the facility.

8. RECORDS

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

9. AUDIT/ACCESS TO FACILITY

Each Party shall allow the other Party and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subdivision 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

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

9. AFFIRMATIVE ACTION

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

10. ENTIRE AGREEMENT

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

11. AMENDMENTS

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

12. TERMINATION

Either Party may terminate this Agreement, with or without cause, by providing ninety (90) days' written notice to other Party. Termination shall not act to discharge any liability incurred by any Party before the effective date of termination, including payments or credits due. Such liability shall continue until appropriately discharged by law or agreement.

13. CONTACTS

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

Chris Collins  
City of Le Center  
10 West Tyrone Street  
Le Center, MN 56057  
Ph: 507-357-4450  
Email: [collinschrisl@yahoo.com](mailto:collinschrisl@yahoo.com)

Amy Beatty  
Le Sueur County Environmental Services  
88 South Park Avenue  
Le Center, MN 56057  
Ph: 507-357-8203  
Email: [abeatty@co.le-sueur.mn.us](mailto:abeatty@co.le-sueur.mn.us)

14. LIABILITY/INDEMNIFICATION AMONG THE PARTIES

- a. General Indemnification. The Parties agree that each Party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. Each Party shall defend, indemnify and hold harmless the other Party for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or the acts of its agents, employees or contractors.
- b. Indemnification for Benefit of Parties. The indemnification provisions of this Section 14 are for the benefit of the Parties only and shall not establish, of themselves, any liability to third parties. Nothing in this Agreement is intended to waive or limit the provisions of Minn. Stat. Chap. 466, or any other law, legislative or judicial, which limits governmental

liability.

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

CITY OF LE CENTER

COUNTY OF LE SUEUR

\_\_\_\_\_  
Mayor, City of Le Center

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City of Le Center Attorney's Office

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

City of Le Center Recycling Facility

Year	Co-Mingled (tons)	Paper/Cardboard (tons)	Cost Per Month	Yearly Cost
2001	53.785	126.57	\$ 1,000.00	\$ 7,000.00
2002	51.4	150.01	\$ 1,033.00	\$ 12,396.00
2003	58.47	153.89	\$ 1,056.00	\$ 12,672.00
2004	62.67	168.18	\$ 1,073.00	\$ 12,876.00
2005	58.95	162.3	\$ 1,110.56	\$ 13,326.72
2006	69.44	160.31	\$ 1,149.43	\$ 13,793.16
2007	75.82	163.48	\$ 1,500.00	\$ 18,000.00
2008	77.19	153.12	\$ 1,564.50	\$ 18,774.00
2009	80.88	137.08	\$ 1,581.71	\$ 18,980.52
2010	84.42	141.83	\$ 1,950.00	\$ 23,400.00
2011	78.92	132.93	\$ 1,950.00	\$ 23,400.00
2012	86.28	139.32	\$ 1,950.00	\$ 23,400.00
2013	90.38	137.77	\$ 1,950.00	\$ 23,400.00
2014	97.64	128.88	\$ 1,950.00	\$ 23,400.00
2015	103.32	143.52	\$ 1,950.00	\$ 23,400.00
2016			\$ 1,950.00	\$ 23,400.00
<b>Total</b>	<b>1129.565</b>	<b>2199.19</b>		<b>\$ 291,618.40</b>

1st year of county-wide operation

\*Will receive the 2016 recycling tonnages when the city submits its next license application (May 1, 2017 to April 30, 2018) .

Monthly payment adjusted annually by an amount equal to the percentage increase from the previous 12 month period by the Consumer Price Index. In 2006, the city asked for the 2007 monthly payment to be \$1500 + Consumer Price Index increase to cover the costs to operate.

The City of Le Center is responsible for all applicable permits and insurance.



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# **Le Sueur County, MN**

**Tuesday, December 20, 2016**

**Board Meeting**

## **Item 17**

### **Future Meetings**

**Staff Contact:**

# Future Meetings

## December 2016 – January 2017

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December 20, 2016	<b>Board Meeting, 4:30 p.m.</b> <b>*2017 User Fees Public Hearing, 5:50 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	No Board Meeting
January 2, 2017	<b>Offices Closed - New Year's Holiday</b>
January 3, 2017	<b>Board Meeting, 9:00 a.m.</b> <b>*2017 Board Reorganization</b>
January 10, 2017	No Board Meeting
January 12, 2017	P&Z Meeting, 7:00 p.m. Environmental Services Building
January 16, 2017	<b>Offices Closed – Martin Luther King, Jr. Day</b>
January 17, 2017	<b>Board Meeting, 9:00 a.m.</b> <b>*Public Hearing, West Jefferson project, 10:00 a.m.</b> <b>*Public Hearing, P&amp;Z Committee changes , 11:00 a.m.</b>
January 19, 2017	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
January 24, 2017	<b>Board Meeting, 9:00 a.m.</b>
January 31, 2017	No Board Meeting