

LE SUEUR COUNTY BOARD OF COMMISSIONERS MEETING AGENDA January 17, 2017

1.	*MEETING AND HEARINGS WILL BE HELD IN COURTROOM A
2.	9:00 a.m. Agenda and Consent Agenda (5 min) RE: January 3, 2017 Minutes and Summary Minutes RE: December 2016 Transfers
3.	9:05 a.m. Claims (5 min)
4.	9:10 a.m. Human Services (35 min)
5.	9:45 a.m. Pam Simonette, Auditor - Treasurer (5 min) RE: Credit Card Request
6.	9:50 a.m. Brian Collins, Field Services District Supervisor, MN Dept of Corrections (5 min) RE: Introduction
7.	9:55 a.m. Human Resources (5 min)
8.	10:00 a.m. West Jefferson Public Hearing RE: Establish Sanitary Sewer Subordinate Service District
9.	11:00 a.m. Public Hearing on P&Z Committee Changes (15 min)
10.	11:15 a.m. Dave Tietz, Sheriff (5 min)

11. 11:20 a.m. Cindy Shaughnessy, Public Health Director

12. **11:30** a.m. Darrell Pettis, County Administrator / Engineer

RE: MCIT

RE: Henderson Flood Feasibility Study RE: Equipment Purchasing Corrections

RE: Out-of-State travel request, Tom Beer to attend ATTSA Conference from March 20-22, 2017 in Fargo, ND

RE: Le Sueur - Rice County Joint Ditch 38 Informational Meeting, March 16th RE: Le Sueur - Rice County Joint Ditch 38 Redetermination of Benefits Public Hearing

RE: Recommendation to reclassify Cindy Westerhouse, full time Human Resources Director in Human Resources, Grade 14, Step 7 at \$35.35 to Grade 15, Step 6 at \$36.21 per hour, effective January 9, 2017.

13. **Board Member Committee Reports**

14. Future Meetings



Tuesday, January 17, 2017
Board Meeting

Item 1

*MEETING AND HEARINGS WILL BE HELD IN COURTROOM A



Tuesday, January 17, 2017
Board Meeting

Item 2

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

RE: January 3, 2017 Minutes and Summary Minutes

RE: December 2016 Transfers

Staff Contact:

Page 4 / 81

Minutes of Le Sueur County Board of Commissioners Meeting January 3, 2017

The Le Sueur County Board of Commissioners met in regular session on Tuesday, January 3, 2017 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.

Darrell Pettis, County Administrator, called the meeting to order and called for nominations for the Chair of the 2017 Le Sueur County Board.

On motion by King, seconded by Connolly and unanimously approved, Commissioner Rohlfing was nominated for 2017 Board Chair.

On motion by King, seconded by Gliszinski and unanimously approved, nominations ceased and a unanimous ballot was cast for Rohlfing as 2017 Board Chair.

On motion by Gliszinski, seconded by Connolly and unanimously approved, a unanimous ballot was cast for Wetzel as 2017 Board Vice Chairman.

On motion by Connolly, seconded by King and unanimously approved, the Board approved the agenda for the business of the day.

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

• Approved the December 20, 2016 County Board Minutes and Summary Minutes

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the year end cases and claims for Human Services:

Financial: \$38,474.75 Soc Services: \$59,895.55 Collaborative: \$3,598.00

Ann Traxler, Emergency Management Director appeared before the Board with one item for approval.

On motion by Connolly, seconded by King and unanimously approved, the Board approved an out-of-state travel request for Ann Traxler and Tammy Stewig to travel to Anniston, Alabama from March 5-10, 2017 for Public Information Management training.

Cindy Westerhouse, Human Resources Director came before the Board with several items for approval.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the recommendation to change status for Tammy Stewig, from part time Deputy Emergency

Manager to full time Deputy Emergency Manager in Emergency Management, effective January 1, 2017.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the recommendation to hire Pat Rentz as a full time Social Services Supervisor in Human Services, as a Grade 14, Step 8 at \$36.59 per hour, effective January 30, 2017.

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board approved the recommendation to pay part time employees, in a continuous shift operation, who work on the actual holiday, to receive pay at one and one-half times their regular straight time hours rate for all hours worked.

Pam Simonette, Auditor Treasurer appeared before the Board with a number of items for consideration.

On motion by King, seconded by Gliszinski and unanimously approved, the Board delegated their authority to review the below listed claims before payment pursuant to M.S. 375.18, Subd 1b. to the Le Sueur County Auditor-Treasurer. These claims shall be examined in accordance with the established internal accounting and administrative control procedures to ensure the proper disbursement of public funds.

Claims to be paid under the Statute by Auditor-Treasurers' approval includes:

Bills that are discounted when paid in specific time period Utilities/Telephone/Sewer & Water

Contract/Lease Payments

Employee's Credit Card Reimbursements

Class Registration/Reservations

Dues

Postage

Drug Investigation Money

Tax Settlements/Apportionments

License Fees

Taxes & Special Assessments

Bond Payments

Septic Loans

On motion by Wetzel, seconded by King and unanimously approved, the Board dedicated reserves in the following funds for cash flow up to 40% of the Total Budgeted Expenditures.

The following is a list of the dedicated reserves for Le Sueur County for 2017:

Revenue Fund 5,464,235 Road & Bridge 4,366,877 Human Services 2,904,978 Environmental 568,024 Victim Witness 38,740

Solid Waste 1,705,513.07 (actual)

Bond Fund 804,871

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board designated the following financial institutions as depositories of funds for Le Sueur County in 2017 provided they furnish proper & sufficient collateral or surety bond, as needed for such deposits.

First National Bank Le Center, MN. First State Bank Le Center, MN. Frandsen Bank & Trust Montgomery, MN. Le Sueur, MN. First Farmers and Merchants Bank Cornerstone State Bank Le Sueur, MN. HomeTown Bank Cleveland, MN. Frandsen Bank & Trust Waterville, MN. Elvsian Bank Elysian, MN. Wachovia Securities Inc. Minneapolis, MN. Magic Fund Minneapolis, MN. New Prague, MN. State Bank of New Prague

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the amount of interest collected on investments during the year of 2016

Total Interest Collected in 2016: \$204,526.00

Included in the interest amount:

Collected on daily accounts \$ 18,033.81

Administrator Pettis opened and read aloud the sealed bids for the 2017 County Legal Newspaper.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board designated the Montgomery Messenger as the legal paper of the Le Sueur County Board for Financial Statements, Official Statements, Official Notices, Personal Property Lists and all legal notices required to be published in the Official Paper for the year 2017.

On motion by King, seconded by Wetzel and unanimously approved, the Board designated the Le Sueur Herald as the second publication for the County Financial Statement for the year 2017, and accepted the legal bids for all other notices for other county newspapers, those being: The Elysian Enterprise, New Prague Times, Lake Region Life, and Le Center Leader.

Shayne Bender, County Assessor's Office came before the Board to review the 2016 Clerical Abatements and Additions to the Tax Rolls Annual Report.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the Clerical Abatements and Additions to the Annual Report from the Assessor's Office.

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

On motion by King, seconded by Connolly and unanimously approved, the Board approved the recommendation to appoint Commissioners Rohlfing and Wetzel to the Cannon 1W1P Policy Committee.

Jeff Neisen appeared before the Board with one item for discussion and Zix encrypted email will be revisited at a later Board Meeting.

Administrator Pettis appeared before the Board with a number of items for consideration and approval.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the purchase of a Retriever motor grader attachment from Ziegler in the amount of \$18,350.41

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the purchase of a Bobcat compact track loader from Bobcat of Mankato in the amount of \$69,002.34

On motion by Wetzel, seconded by King and unanimously approved, the Board approved the purchase of an F350 truck from Factor Motors, Le Center, MN and the truck body from Towmaster of Litchfield, MN for a total of \$42,020.88

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the purchase of a service truck chassis from Mike Motors, Ely MN and the truck body from Towmaster of Litchfield, MN for a total of \$140,516.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the purchase of a MACK Tandem Axle Cab and Chassis from Nuss Truck and truck body from Towmaster of Litchfield, MN for a total of \$225,059.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the authorization of Administrator Pettis to advertise for building proposals for construction management and architecture and engineering services for the Justice Center project. Commissioners King and Gliszinski will be on the interview committee.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign an agreement between Le Sueur County and M.B. McGee, P.A. for services as Medical Examiner.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved the following 2017 Committee assignments:

2017 Committee Assignments:

Commissioner Gliszinski (1): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridge,

Guardian Ad Litem, Transportation Alliance, Fair Board, Planning & Zoning, Work Force Council, Labor Management, Insurance Review, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Scott Joint Drainage Authority, AMC Public Safety Policy Committee, Personnel Policy Committee, West Jefferson Sewer District, Building Committee, Township Board Meetings, City Council Meetings, Annual Lake Association Meetings

Commissioner Connolly (2): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Insurance, Deferred Compensation, Law Library, Le Sueur County Aging & Transit, AMC General Government Policy Committee, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Scott Joint Drainage Authority, West Jefferson Sewer District, Township Board Meetings, City Council Meetings, Annual Lake Association Meetings

Commissioner King (3): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Airport Commission for Le Sueur, MSSA, Joint Powers, MCIT, Transportation Alliance, Safety Committee, Greater Blue Earth River Basin Alliance (GBERBA), Ney Foundation, Le Sueur – Waseca Regional Library, AMC Health & Human Services Policy Committee and Le Sueur – Scott Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority, Regional Radio Board, Personnel Policy Committee, TH169 Coalition, 3 County Transit, West Jefferson Sewer District, Building Committee, Township Board Meetings, City Council Meetings, Annual Lake Association Meetings

Commissioner Wetzel (4): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Le Sueur County Developmental Services (LCDS), EMS Joint Powers, MVCOG, Cannon River Watershed, Public Health Advisory Committee, Public Health Emergency Preparedness Advisory, Family Services Collaborative, Regional Radio Board, AMC Transportation & Infrastructure Policy Committee, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority and Transportation Alliance, Personnel Committee, 3 County Transit, West Jefferson Sewer District, Township Board Meetings, City Council Meetings, Annual Lake Association Meetings

Commissioner Rohlfing (5): MVAC, AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, MCIT, Mental Health Advisory, Immtrack Joint Powers Board, Transportation Alliance, VIP, Scenic Byway Alliance, MN River Basins, Region 9, SBA, Le Sueur County Developmental Services (LCDS), Le Sueur – Waseca Regional Library, Mental Health Advisory, AMC Environment & Natural Resources Policy Committee, Historical Society, Le Sueur – Blue Earth Joint Drainage Authority, Airport Commission for Mankato, SHIP Community Leadership Team,

West Jefferson Sewer District, Township Board Meetings, City Council Meetings, Annual Lake Association Meetings

Chair and Vice Chair: Human Resources Committee (Union Negotiations, Reclassification and Personnel), Extension

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the following final 2016 claims were approved for payment:

Warrant # Vendor Name		Amount	
43645	American Engineering Testing Inc.	\$ 53,590.00	
43654	Bolton & Menk Inc.	\$ 6,854.00	
43656	Braun Intertec Corp	\$ 13,036.50	
43663	Contech Engineered Solutions LLC	\$ 6,322.76	
43665	Department of Corrections STS	\$ 15,066.38	
43671	Genesis	\$ 10,247.18	
43690	North Central International	\$ 2,947.44	
43705	Schwickert's Tecta America LLC	\$ 29,714.00	
43706	S.E.H. Inc.	\$ 51,502.48	
43708	S.M.C. Co. Inc.	\$ 16,562.97	
43712	Streicher's Inc.	\$ 3,444.94	
43715	Taser International	\$ 2,986.25	
43720	Traxler Construction Inc.	\$ 2,814.47	
43726	Wenck Associates Inc.	\$ 3,053.92	
43728	Widseth Smith Nolting & Assoc Inc.	\$ 3,244.76	
74 Claims paid less than \$2,000.00:		\$ 31,518.91	
15 Claims paid more than \$2,000.00:		\$221,388.05	
89 Total all claims paid:		\$252,906.96	

On motion by King, seconded by Wetzel and unanimously approved, the Board approved to open a closed meeting to develop an offer to purchase real property, parcels 20.575.0570 and 20.575.0580 per MN Stat. 13D.05 (3) (c) (3).

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board approved to close the closed meeting.

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday January 17, 2017 at 9:00 a.m.

ATTEST:		
	Le Sueur County Administrator	Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, January 3, 2017

- •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.
- Commissioner Rohlfing was nominated for 2017 Board Chair. (King-Connolly)
- •A unanimous ballot was cast for Rohlfing as 2017 Board Chair. (King-Gliszinski)
- •A unanimous ballot was cast for Wetzel as 2017 Board Vice Chairman. (Gliszinski-Connolly)
- •Approved the agenda. (Connolly-King)
- Approved the consent agenda: (Wetzel-Gliszinski)
- •Approved the year end cases and claims for Human Services: Financial: \$38,474.75, Soc Services: \$59,895.55, and Collaborative: \$3,598.00 (King-Gliszinski)
- •Approved an out-of-state travel request for Ann Traxler and Tammy Stewig. (Connolly-King)
- •Approved to change status for Tammy Stewig to full time Deputy Emergency Manager in Emergency Management. (King-Wetzel)
- Approved to hire Pat Rentz in Human Services. (Gliszinski-King)
- •Approved to pay part time employees, in a continuous shift operation, who work on the actual holiday, to receive pay at one and one-half times their regular straight time hours rate for all hours worked. (Wetzel-Connolly)
- •The Board delegated their authority to review claims before payment pursuant to M.S. 375.18, Subd 1b. to the Le Sueur County Auditor-Treasurer. These claims shall be examined in accordance with the established internal accounting and administrative control procedures to ensure the proper disbursement of public funds. (King-Gliszinski)
- •Approved 2017 dedicated reserves for cash flow up to 40% of the Total Budgeted Expenditures. (Wetzel-King)
- •Approved designated financial institutions as depositories of funds for Le Sueur County in 2017 provided they furnish proper & sufficient collateral or surety bond, as needed for such deposits. (Connolly-Wetzel)
- Approved the amount of interest collected on investments during 2016. (Gliszinski-King)
- •Designated the Montgomery Messenger as the legal paper of the Le Sueur County Board for 2017. (Rohlfing-Connolly)
- •Designated the Le Sueur Herald as the second publication for 2017. (King-Wetzel)
- •Approved the Clerical Abatements and Additions to the Annual Report from the Assessor's Office. (King-Wetzel)
- •Approved to appoint Commissioners Rohlfing and Wetzel to the Cannon 1W1P Policy Committee. (King-Connolly)
- Approved the purchase of a Retriever motor grader attachment. (Gliszinski-Connolly)
- Approved the purchase of a Bobcat compact track loader. (King-Wetzel)
- •Approved the purchase of an F350 truck from Factor Motors and truck body from Towmaster. (Wetzel-King)
- •Approved the purchase of a service truck chassis from Mike Motors and truck body from Towmaster. (Gliszinski-King)
- •Approved the purchase of a MACK Tandem Axle Cab and Chassis from Nuss Truck and truck body from Towmaster. (Gliszinski-Wetzel)
- •Approved the authorization of Administrator Pettis to advertise for building proposals for construction management and architecture and engineering services for the Justice Center project. Commissioners King and Gliszinski will be on the interview committee. (King-Gliszinski)
- •Approved an agreement between Le Sueur County and M.B. McGee, P.A. for services as Medical Examiner. (Wetzel-Gliszinski)
- •Approved the 2017 Commissioner committee assignments. (Wetzel-King)
- Approved the following final 2016 claims for payment: (Gliszinski-Wetzel)

Warrant # Vendor Name Amount

43645	American Engineering Testing Inc.	\$ 53,590.00
43654	Bolton & Menk Inc.	\$ 6,854.00
43656	Braun Intertec Corp	\$ 13,036.50
43663	Contech Engineered Solutions LLC	\$ 6,322.76
43665	Department of Corrections STS	\$ 15,066.38
43671	Genesis	\$ 10,247.18
43690	North Central International	\$ 2,947.44
43705	Schwickert's Tecta America LLC	\$ 29,714.00
43706	S.E.H. Inc.	\$ 51,502.48
43708	S.M.C. Co. Inc.	\$ 16,562.97
43712	Streicher's Inc.	\$ 3,444.94
43715	Taser International	\$ 2,986.25
43720	Traxler Construction Inc.	\$ 2,814.47
43726	Wenck Associates Inc.	\$ 3,053.92
43728	Widseth Smith Nolting & Assoc Inc.	\$ 3,244.76
74 Claims paid less than \$2,000.00:		\$ 31,518.91
15 Claims paid more than \$2,000.00:		\$221,388.05
89 Total all cla	\$252,906.96	

- •Approved to open a closed meeting to develop an offer to purchase real property, parcels 20.575.0570 and 20.575.0580 per MN Stat. 13D.05 (3) (c) (3). (King-Wetzel)
- •Approved to close the closed meeting. (Connolly-Wetzel)
- •Adjourned until Tuesday January 17, 2017 at 9:00 a.m. (Connolly-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

December 2016 Transfers

#1628	Transfer 47,419.10 from Revenue to Road & Bridge (Fuel for Maint, EM, Parks, Vets, Assessor & Sheriff)
#1629	Transfer 354.24 from Env Serv to Road & Bridge (Fuel)
#1630	Transfer 25,636.99 from Human Services to Revenue (4 th Qtr Rent)
#1631	Transfer 2,912.00 from Agency to Revenue (December Landshark)
#1632	Transfer 66.24 from Victim Witness to Road & Bridge (Fuel)
#1633	Transfer 915.86 from Human Services to Road & Bridge (Fuel)
#1634	Transfer 9,800.00 from Env Serv to Revenue (Adm Fee and Mileage for AIS)
#1635	Transfer 43,409.38 from Env Serv to Revenue (2016 Admin fee/maint for Solid Waste assessment)
#1636	Transfer 8,566.00 from Revenue to Env Serv (2016 Water Plan Levy)
#1637	Transfer 8,100.00 from Revenue to Env Serv (P& Z share of Machine Room)
#1638	Transfer 157,501.38 from Env Serv to Revenue (2006B Wastewater Bond balance)



Tuesday, January 17, 2017
Board Meeting

Item 3

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



Tuesday, January 17, 2017
Board Meeting

Item 4

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



Sugur Department of Human Services

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057-1646 507-357-2251 • FAX 507-357-6122

Human Services Board Agenda January 17, 2017 @ 9:15 a.m.

100- INFORMATION/PRESENTATIONS:

- 101 Legislative Update
- 102 2017 Organizational Chart

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 - 2017 Blue Earth County HUB Contract (Psychiatric Services)

320 - 2017 Clubhouse Lease

330 - Commissioner's Warrants

Purchase-of-Service Agreement

LeSueur County Human Services, 88 South Park Avenue, LeCenter, Minnesota, 56057, hereafter referred to as the "Agency" and Blue Earth County Human Services, 410 S. Fifth Street, P.O. Box 3526, Mankato, Minnesota, 56002-3526, acting as the fiscal host and agent for the South Central Community Based Initiative, hereafter referred to as the "Contractor", enter into this agreement for the period from January 1, 2017, to December 31, 2017.

WITNESSETH

WHEREAS, the Contractor is an organization licensed under Rule 29 by the Minnesota Department of Human Services to provide outpatient mental health services to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01, 373.02, and 256M, wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

1. CONTRACTOR'S DUTIES

- a. The Agency agrees to purchase and the Contractor agrees to furnish the following services:
 - (1) Psychiatric medication management (adults).
 - (2) Diagnostic assessments,
 - (3) Psychiatric urgent care services, and
 - (4) One hour per month of psychiatric consultation.
- b. Upon request by the Agency, the Contractor must to provide:
 - (1) An explicit description of the services to be provided; and
 - (2) A listing of all involved staff persons and professional qualifications to the service provided; and
 - (3) A budget which includes all professional providers to be compensated within the limits of the Contractor's adopted psychiatric provider pay scale. Professional providers allowable under this contract include licensed medical doctors, advanced practice registered nurses, registered nurses or licensed practical nurses.
- c. The Contractor must, within ten (10) days, notify the Agency in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of

- purchased services. Upon such notification, the Agency must determine whether such inability will require modification or cancellation of said contract.
- d. In connection with work under this agreement, the Contractor agrees to provide language assistance services to applicants and eligible recipients with limited English proficiency as required by Title VI of the Civil Rights Act of 1964. Such assistance shall be given at no additional charge and in a timely manner for provided mental health services.

2. COST AND DELIVERY OF PURCHASED SERVICES

- a. The total amount to be paid for such purchased services may not exceed \$40,000.00 annually.
- b. The Contractor certifies that the services to be provided under this agreement are not otherwise available without cost to the client. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
- c. Purchased services will be provided at Blue Earth County Human Services or via telehealth at 410 South Fifth Street, P.O. Box 3526, Mankato, Minnesota, 56002-3526.

3. <u>ELIGIBILITY FOR SERVICES</u>

The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the SCCBI Psychiatric Urgent Care Services Plan pursuant to Exhibit A.

The parties understand and agree that when the Contractor has been delegated to make the determination of the client's eligibility for purchased services.

- a. It is understood and agreed by the parties that, when applicable, fees will be charged and collected in accordance with fee policy and schedules adopted by the county board of commissioners in accordance with Minnesota Statutes, Section 256M, Subd. 6.
- b. The Contractor must not charge any program or service fee to eligible clients except in accordance with a. above.

4. PAYMENT FOR PURCHASED SERVICES

- a. Certification of expenditures: The Contractor must submit a quarterly invoice for social services purchased to LeSueur County Human Services.
- Payment: The Agency must, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all eligible services.

5. AUDIT AND RECORD DISCLOSURES

The Agency must:

- a. Allow personnel of the Agency, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- b. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
- c. Maintain all records pertaining to the contract at Blue Earth County Mental Health Center for four (4) years for audit purposes.
- d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Department of Human Services rules and manuals.

6. SAFEGUARD OF CLIENT INFORMATION

- a. The use of disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the Contractor's or Provider's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- b. The Contractor is a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). To the extent that the Contractor performs a function or activity involving the use of "protected health information" (45 CFR section 164.501), on behalf of the Contractor including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing, or administration; utilization review; quality assurance; billing; benefit management; practice management; repricing; or otherwise provided by 45 CFR section 160.103, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164), (collectively referred to as "HIPAA"), and all applicable requirements.

7. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

(When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VI (42USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

(When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1998). This section only applies if the grant is for more than \$100,000, and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

8. FAIR HEARING AND GRIEVANCE PROCEDURES

The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, section 256.045, and in conjunction with fair hearing and grievance procedures established by Department of Human Services administrative rules.

BONDING, INDEMNITY, INSURANCE AND AUDIT CLAUSE

- a. Bonding: The Contractor must obtain and maintain at all times, during the term of this Contract, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond must be in the amount of \$100,000.00.
- b. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Contractor or Agency:
 - (1) By reason of any service clients suffering personal injury, death, or property loss or damage either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased, or operated by the Contractor, or while being transported to and from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or Contractor's assigned; or
 - (2) By reason of any service clients causing injury to, or damage to, the property of another person, during any time when the Contractor or Contractor's assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
- c. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity contract provision set forth above, its officers, agents, employees, and servants as additional insureds, but only insofar as the operations under this contract. It will at all times during the term of the Contract, and beyond such term when so required, have and keep in force a general liability insurance policy. Any insurance required to be provided by the Contractor shall be primary, and not excess, to any other coverage carried by the County. The selected insurance company of the Contractor must be acceptable to the County. The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
 - (1) The Contractor will purchase occurrence-based liability insurance. The policy shall include coverage for all applicable liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under a contract. An umbrella liability policy may be used in conjunction with the primary coverage limits to meet the minimum limit requirements for each coverage. The County should be listed as an additional insured.
 - The applicable liability insurance coverage will meet the limits as shown below or be of equal to the tort liability limits under Minnesota Statutes, Section 3.736, Subd. 4, whichever is greater:
 - (a) Commercial General Liability Coverage \$4,000,000.00 for general aggregate coverage

\$4,000,000.00 for products and completed operations aggregate \$2,000,000.00 for each occurrence \$2,000,000.00 for personal injury and advertising injury \$100,000.00 for fire damage limit \$5,000.00 for medical expense

- (b) Auto liability coverage of \$1,500,000.00 per occurrence. Auto coverage should include any auto, including hired and non-owned.
- Worker's Compensation and employer's liability coverage:
 Worker's Compensation limits are to be statutory per applicable state
 and federal laws. Minimum employer's liability coverage:
 Bodily injury by accident: \$500,000.00 each accident
 Bodily injury by disease: \$500,000.00 each employee
 Bodily injury by disease: \$500,000.00 policy limit
- (3) If the Contractor is unable to obtain the required insurance coverage, or if the coverage is cancelled during the term of this Agreement, the Contractor must notify the Agency contract manager (or the contract manager's designee) by telephone or e-mail the same business day as the Contractor receives notice of cancellation or inability to obtain coverage. The Contractor shall also provide written notice to the Agency contract manager within five (5) business days. The Contractor shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, the Contractor shall apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance coverage shall be considered an event of default pursuant to this Agreement.

10. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the State/Contactor from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Contractor. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this contract, the Contractor certifies that it and its principals¹ and employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three- (3-) year period preceding this contract:
 - (1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

¹"Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisor responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

- attempting to obtain or performing a public (federal, state or local) transaction or contract;
- (2) violated any federal or state antitrust statutes; or
- committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - (1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - (2) violating any federal or state antitrust statutes; or
 - committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Directions for on-line access to excluded providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at www.dhhs.gov/progorg/oig/.

If you do not have access to the website, and/or need the information in an alternative format, contact: SCCBI Program Manager/Contract Manager, Blue Earth County Social Services Agency, at (507) 304-4156.

11. CONDITIONS OF THE PARTIES' OBLIGATIONS

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder must thereupon be terminated.
- b. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days' notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.

- d. Any alterations, variations, modifications, or waivers of provisions of this agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor not specifically provided in the agreement will be allowed by the Contractor, nor must the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval must be considered to be a modification of the agreement.
- f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

12. SUBCONTRACTING

- a. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without written approval of the Agency.
- All subcontractors must be subject to and must meet all of the requirements of this contract.
- c. The Contractor must ensure that any and all subcontracts to provide services under this contract must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

d. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, Part 9525.1870, Subpart 3.

13. NONCOMPLIANCE

- a. If the Contractor fails to comply with the provisions of this contract, the Agency may seek any available legal remedy.
- b. Either party must notify the other party within thirty (30) days when a party has reasonable grounds to believe that this contract has been or will be breached in a

material manner. The party receiving such notification must have thirty (30) days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

14. MISCELLANEOUS

The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as third-party beneficiary, is an affected party under this agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Agency for any appropriate relief in law or performance of all or any part of the agreement between the County Welfare Board and the Contractor. The Contractor specifically acknowledges that the County Welfare Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the agreement of any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

(REST OF PAGE LEFT BLANK INTENTIONALLY)

15. ENTIRE AGREEMENT

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

Dated: 13-2016	Chairperson, Blue Earth County Board
Dated: 12-20-16	Attest: Robert W. Meyer Blue Earth County Administrator
Dated: 12 21 16	Phil Claussen, Director Blue Earth County Human Services
Dated:	Sue Rynda, Director LeSueur County Human Services
Dated:	Le Sueur County Commissioner
Dated:	Le Sueur County Administrator

SE/

11-16 N:\CONTRACT\LeSueur Co POS.Doc

Appendix A SCCBI Urgent Care Services

Urgent Care is a service that addresses imminent mental health concerns. Its purpose is to prevent the need for emergency are and/or hospitalization.

Urgent Care Locations

SCCBI Psychiatric Services Hub

20 hours available per week (507) 304-4319

Sioux Trails Mental Health Center

3 hours available per week (507) 354-3181

Contact the Urgent Care Clinic of your choice at the number above. Adult residents of the SCCBI are eligible to be served at either location. Indicate you are making a referral for Psychiatric Urgent Care Services. You will then be transferred to a nurse to whom you will provide the necessary information. Urgent Care is not a walk-in service, and appointments are necessary. Having a current Diagnostic Assessment is not necessary for this service.

Types of Urgent Care

1. Rapid Access Appointment (30 minutes)

- a. A person is experiencing an exacerbation of existing illness symptoms and is not able to be seen by their primary prescriber.
- b. Person is experiencing adverse <u>medication side effects or other medication issues</u> and is not able to be seen by their primary prescriber.
- c. There is concern for safety, and the person is in need of a <u>safety/risk of harm</u> assessment.

2. <u>Transition Appointment</u> (30 minutes)

a. Person is <u>discharged from a hospital and is unable to see their primary prescriber</u> in a timely basis. Only <u>one appointment</u> will be provided. For these appointments, Hub prescribers are not assuming the care of the patient. The duty remains with the transferring provider and will be assumed by the receiving provider.

3. Urgent Evaluation (60 minutes)

a. A <u>new person is experiencing an acute onset of symptoms</u> that might be managed in a community setting without hospital level of care which cannot wait for a routine appointment. (A diagnostic assessment will be completed during this appointment.)

Appointments will NOT be available for:

- 1. Medication refill issues due to noncompliance with primary prescriber.
- 2. A "fast track" to receive traditional psychiatric services or evaluation.
- 3. What was formerly known as "bridging" appointments on an extended basis.

Use of Telehealth

Telehealth may be used for urgent care for existing patients. If the person is not an existing patient of the clinic, the patient must be seen face-to-face in the office.

SE/, 11-16 N:/WP/Contract/LeSueur Co POS.Doc

Form R140

COMMERCIAL LEASE

esucur la sull	Λ SUVILL), herein called Lessor, and	, herein called Lessee.	Lessee hareby offers to lease from Lessor the premises situated in the City of [[Cut]]. County of Leave 181 W.	upon the following TERMS and CONDITIONS:
This lease is made between	of Letucur Co. Human Services		Lessee hareby offers to lease from Lesse County of Least of M.	Minn. St (SE room + restroom)

years, commencing 3 1. Term and Rent. Lessor demises the above premises for a term of January | . 2017, and terminating on December sooner as provided herein at the annual rental of 7 100.00 monthly and Rent. Lessor demises the

installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.

Service Humah 24 aux Lessee shall use and occupy the premises for Use.

be used for no other purpose. shall Lessor represents that the premises may lawfully be used for such purpose

premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and: 3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order a repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain Lessee acknowledges that the Care and Maintenance of Premises.

as by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

- any obtaining the written consent of Lessor, make alterations, additions, or improvements, in, to or about the premises without first shall not, Lessee Alterations.
- Lessee shall comply with all statutes, ordinances and requirements of all norities now in force, or which may hereafter be in force, pertaining to the municipal, state and federal authorities now in force, or whic premises, occasioned by or affecting the use thereof by Lessee. and Statutes. Ordinances
- 6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this
 - 7. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become duenincluding those for sewer, water, gas, electricity, and telephone services. Tackphone. telephone
- o. chury aun inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
- 9. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any tent until possession is delivered. Lessee may terminate this lease if possession is delivered within days of the commencement of the term hereof. not delivered within
- other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees hold Lessor harmless from any claims for damages, no matter how caused. or Lessor shall not be liable for any damage or injury to Lessee, 10. Indemnification of Lessor.
- bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: public liability maintain plate shall at his

Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The otherwise exist. 12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving

the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which made, based upon the extent to which the making of such repairs shall interfere with the business of destruction shall not inate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately remises destruction of the building in which the premises may be situated shall terminate this lease partial and regulations, governmental laws ot event of Premises. under existing (09)

defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within _______ days, after the giving of such days and thereafter proceed with reasonable notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume days, after the giving of such such period, possession of the premises by any lawful means and remove Lessee or other occupants and their effects. terminate this lease on notice (or if such other default is of such nature that it cannot be completely cured within any payment of rent, or If Lessee defaults in the and in good faith to cure such default), then essee does not commence such curing within such Lessor's Remedies on Default. diligence

any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease. Lessee shall deposit with Lessor on the signing of this lease the Deposit. Security 5.

uodn County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to land and building in which the leased premises are situated. In the event that such taxes are assessed for a year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion event there is any increase during any year of the term of this lease in the % of the increase in taxes and above the amount Lessor upon presentation of paid tax bills an amount equal to of the lease term included in such year. In the or State real Tax Increase. the land and County 16.

in of o event the demised premises are situated in a shopping center or are common areas, Lessee agrees to pay his pro-rata share 17. Common Area Expenses. In the event the dem a commercial building in which there are common maintenance, taxes, and insurance for the common area. 18. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties. Successors. Assigns, 21. Heirs,

22. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of ______ months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal The option shall be exercised of the initial lease by written notice given to Lessor not less than ______ days prior to the expiration of the initial least term. If notice is not given in the manner provided herein within the time specified, this option shall expire. prior to the expiration term except that the monthly rent shall be the sum of \$

This lease is and shall be subordinated to all existing and future liens encumbrances against the property. Subordination.

modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

			1	1
		By:	Lessot.	105500
day of	ruck	The K., Chairman		
Signed this	TY WIN	By: My	Lesser	1 e 550r

Before you use this form, read it, fill in all blanks, and make whatever changes are necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. B-Z Legal Forms and the retailer make no representation or warranty, express or implied, with respect to the merchantability of this form for an intended use or purpose.

Le Sueur County



Tuesday, January 17, 2017
Board Meeting

Item 5

9:45 a.m. Pam Simonette, Auditor - Treasurer (5 min)

RE: Credit Card Request



Tuesday, January 17, 2017
Board Meeting

Item 6

9:50 a.m. Brian Collins, Field Services District Supervisor, MN Dept of Corrections (5 min)

RE: Introduction



Tuesday, January 17, 2017
Board Meeting

Item 7

9:55 a.m. Human Resources (5 min)



Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057 Telephone: 507-357-8517 • Fax: 507-357-8607 Cindy Westerhouse – Human Resources Director

AGENDA ITEMS January 17, 2017

Recommendation to grant regular status to Roxanne Billings, full time Team Lead Social Worker in Human Services, effective January 11, 2017. Roxanne has completed the six-month trial period.

Recommendation to approve ending employment with employee #1656, effective January 10, 2017.

Recommendation to approve the Public Employees Retirement Association - Police Officer Declaration for Michael Thelemann.

Equal Opportunity Employer



Tuesday, January 17, 2017
Board Meeting

Item 8

10:00 a.m. West Jefferson Public Hearing

RE: Establish Sanitary Sewer Subordinate Service District

LE SUEUR COUNTY RESOLUTION NO.

ACCEPTING SUBORDINATE SERVICE DISTRICT PETITION AND ORDERING THE ESTABLISHMENT OF THE WEST JEFFERSON SANITARY SEWER SUBORDINATE SERVICE DISTRICT

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

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

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

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

WHEREAS, the Facility Plan calls for the construction of a pressurized sanitary sewer around West Jefferson Lake, serving up to 140 connections (the "Sanitary Sewer System") to convey wastewater to the City of Cleveland's wastewater treatment facility; and

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

WHEREAS, the creation of the West Jefferson Sewer Service District will require that properties served by the Sanitary Sewer System be removed from the Existing District; and

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

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

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

[15741-0031/2545858/1]

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

WHEREAS, in order to facilitate an efficient and expedited petition process for the voluntary formation of the West Jefferson Sewer Service District, the County prepared an example petition form and expressed certain policy positions for the establishment of the West Jefferson Sewer Service District; and

WHEREAS, the County has received a petition and set a public hearing as required by Minnesota Statutes § 375B.

NOW THEREFORE, the Le Sueur County Board of Commissioners hereby adopts the following findings of fact:

FINDINGS OF FACT

- A. The County received a petition from owners of 110 properties. Copies of the petitions are shown in **Exhibit A** (the "Petition").
- B. County staff have reviewed and verified the Petition.
- C. The County conducted a public hearing on January 17, 2017, at 10:00 a.m., at the Le Sueur County Courthouse at 88 S. Park Avenue, Le Center, as required by Minnesota Statutes § 375B.05, Subd. 2. A copy of the hearing notice is shown in **Exhibit B**.
- D. The County solicited comments from the public regarding the Facility Plan, the Sanitary Sewer System, withdrawal of properties from the Existing District, and establishment and financing of the West Jefferson Sewer Service District.
- E. The consensus of those present at the public hearing was that the County should (1) pass a resolution establishing the subordinate service district; (2) execute an interconnection agreement with the City of Cleveland for wastewater treatment; and (3) continue to pursue additional outside funding for the project. Sufficient public support and utility exists within the geographic boundaries of the proposed West Jefferson Sewer Service District.

FURTHER, the Le Sueur County Board of Commissioners acknowledges and accepts the Petition requesting the creation of a new subordinate service district.

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

1. The West Jefferson Sewer Service District is hereby established.

[15741-0031/2545858/1]

- 2. The West Jefferson Sewer Service District shall be 100% voluntary.
- 3. The West Jefferson Sewer Service District shall include the properties listed in **Exhibit C** and as depicted in the map in **Exhibit D**.
- 4. The service provided by the West Jefferson Sewer Service District shall consist of the construction and administration of a residential wastewater system of sewers, force mains, lift stations, grinder pumps, and meters.
- 5. The service provided by the West Jefferson Sewer Service District will be financed by taxes, uniform assessment of all construction costs of the Sanitary Sewer System against benefitted properties, and service charges originating within the subordinate service district, as well as federal, state, and local grants or loans.
- 6. County staff is directed to negotiate an interconnection agreement with the City of Cleveland for wastewater treatment and present a final draft to the Le Sueur County Board of Commissioners at a future date for approval.
- 7. County staff is directed to prepare an ordinance for the West Jefferson Sewer Service District that:
 - a. Establish methods for setting fees;
 - b. Determines levels, methods and costs of operational oversight;
 - c. Sets performance standards in accordance with an interconnection agreement with the City of Cleveland; and
 - d. Determines responsibilities and obligations of the citizen participants, and the West Jefferson Subordinate Service District.

A final draft of the ordinance shall be presented to the Le Sueur County Board of Commissioners at a public hearing for approval.

- 8. The West Jefferson Sewer Service District shall be supervised by the County Administrator in conjunction with the County Department of Environmental Services, but administration of the Sanitary Sewer System shall be conducted pursuant to an interconnection agreement with the City of Cleveland.
- 9. County staff is directed to immediately publish a copy of this resolution, without copies of the exhibits, once in the official newspaper; the public may contact the County Department of Environmental Services for copies of the exhibits.

[15741-0031/2545858/1]

Dated this	_ day of	, 2017.	
			Chairperson, Le Sueur County Board of Commissioners
			Board of Commissioners
ATTEST:			
Le Sueur Coun	nty Administrator		

Exhibit A

(Copies of Signed Petition Forms)



(Copy of hearing notice for January 17, 2017 public hearing)

Exhibit C (Legal Description of Properties in West Jefferson Sewer Service District)

Exhibit D

(Map of Properties in West Jefferson Sewer Service District)

EXHIBIT A					
PARCEL	NAME	PROPERTY_ADDRESS	PROPERTY_CITY	STATE	ZIP
13.430.0070	ANNEXSTAD, LAWRENCE O	28676 WEST LAKE DR	MADISON LAKE	MN	56063
13.651.0100	BALLMAN, JOSHUA & MARCY	28204 RIDGE RD	CLEVELAND	MN	56017
13.651.0110	BALLMAN, JOSHUA & MARCY	28204 RIDGE RD	CLEVELAND	MN	56017
13.650.0300	BARNLUND,ROGER & PAMELA	28229 CEDAR TRL	CLEVELAND	MN	56017
13.003.7900	BECKER,LEE K	27926 MAPLE LN	MADISON LAKE	MN	56063
01.750.0130	BEILKE,ROBERT J	46427 EVERGREEN LN	CLEVELAND	MN	56017
13.003.7600	BESKE,DWIGHT E	27982 MAPLE LN	MADISON LAKE	MN	56063
13.800.0120	BESKE,DWIGHT E	27982 MAPLE LN	MADISON LAKE	MN	56063
13.650.0390	BLAHA,TIMOTHY & TAMMEJO	46552 CEDAR CIR	CLEVELAND	MN	56017
13.650.0100	BLASCHKO, RANDAL & CHRISTINE	28160 CEDAR TRL	CLEVELAND	MN	56017
01.550.0180	BODE,DAVID & KELLY	46571 EVERGREEN LN	CLEVELAND	MN	56017
13.650.0190	BOHLKE,DARREL W & ELNA I	28226 CEDAR TRL	CLEVELAND	MN	56017
13.800.0200	BUSH,DEREK & KRISTI	46875 MAPLE DR	MADISON LAKE	MN	56063
13.430.0180	BUYSSE,ANDREW J	28852 WEST LAKE DR	MADISON LAKE	MN	56063
13.800.0050	CAIRNEY,KIM M	28010 MAPLE LN	MADISON LAKE	MN	56063
13.415.0110	CHRISTENSEN, DANIEL R & JOLENE	HUB DR	MADISON LAKE	MN	56063
13.420.0030	CHRISTIAN, KEVIN W & ANN	28622 WEST LAKE DR	MADISON LAKE	MN	56063
13.420.0020	CHRISTIAN,KEVIN W & ANN				00000
13.420.0010	CHRISTIAN, KEVIN W & ANN				00000
13.430.0190	CONLON, JAMES A & KATHRYN	WEST LAKE DR	MADISON LAKE	MN	56063
13.650.0270	CONNORS,ROLAND & LINDA	28248 CEDAR TRL	CLEVELAND	MN	56017
01.550.0390	DASCHNER,LYLE & PHYLLIS	46645 EVERGREEN LN	CLEVELAND	MN	56017
13.430.0090	DELLWO,KEITH & ANNETTE	28690 WEST LAKE DR	MADISON LAKE	MN	56063
01.550.0160	ERICKSON,TIMOTHY & CHRISTY A	46563 EVERGREEN LN	CLEVELAND	MN	56017
13.650.0230	FLATEN, MARY	28236 CEDAR TRL	CLEVELAND	MN	56017
13.430.0210	FOEDE,JOHN J & NADA K	28908 WEST LAKE DR	MADISON LAKE	MN	56063
13.640.0010	FOGAL,GLEN F	29029 SUNSET AVE	MADISON LAKE	MN	56063
13.650.0260	GADOLA,ROBERT J		CLEVELAND	MN	56017
13.650.0240	GADOLA,ROBERT J	28240 CEDAR TRL	CLEVELAND	MN	56017
13.415.0080	GIBBS, JAMES W & SANDRA K	28613 HUB DR	MADISON LAKE	MN	56063
13.475.0010	GIBBS,JASON & KIMBERLY	46250 CEDAR TREE LN	CLEVELAND	MN	56017
13.650.0440	GIERSDORF, GREGG & JOLENE	46506 CEDAR CIR	CLEVELAND	MN	56017
13.430.0100	GOETTL, BRIAN & JEAN	28698 WEST LAKE DR	MADISON LAKE	MN	56063
13.651.0020	GORE,JILL K	28252 RIDGE RD	CLEVELAND	MN	56017
13.651.0010	GORE,SAMUEL K	28168 CEDAR TRL	CLEVELAND	MN	56017
01.550.0120	GRISIM,CHAD	46549 EVERGREEN LN	CLEVELAND	MN	56017
13.495.0040	GUENTZEL,MARYLOU B	28635 464TH ST	CLEVELAND	MN	56017
01.550.0050	HALL,CAROL J	46525 EVERGREEN LN	CLEVELAND	MN	56017
13.800.0270	HALVORSON, GREG	27938 MAPLE LN	MADISON LAKE	MN	56063
13.760.0030	JADE & CHANCE HALVORSON	27864 470TH ST	MADISON LAKE	MN	56063
13.415.0070	HAWKINS,THOMAS L	28637 HUB DR	MADISON LAKE	MN	56063
13.430.0170	HENDLEY, JUDY A	28824 WEST LAKE DR	MADISON LAKE	MN	56063
13.760.0130	HEUN, MITCHELL E & VICTORIA E	XXXX MAPLE LN	MADISON LAKE	MN	56063
13.800.0250	HILL,KATHLEEN A	27960 MAPLE LN	MADISON LAKE	MN	56063
13.415.0090	HILL,RONALD R & STEPHANIE	28601 HUB DR	MADISON LAKE	MN	56063

13.800.0080	HILPIPRE,SHIRLEY J	27996 MAPLE LN	MADISON LAKE	MN	56063
13.650.0380	HINIKER, ROBBY & MELANIE	46544 CEDAR CIR	CLEVELAND	MN	56017
13.430.0200	HOLM,ALAN & CATHERINE	28874 WEST LAKE DR	MADISON LAKE	MN	56063
13.650.0170	HOVICK, ROBERT C	28212 CEDAR TRL	CLEVELAND	MN	56017
01.550.0220	JACOBSON, DAVID R & CAROL	46583 EVERGREEN LN	CLEVELAND	MN	56017
13.004.3000	JOHNSON, CULLY & BARBARA	28299 464TH ST	CLEVELAND	MN	56017
13.650.0410	JOHNSON, DARRELL A & BARBARA	46526 CEDAR CIR	CLEVELAND	MN	56017
13.800.0070	JOHNSON, PELL E & THERESA	28002 MAPLE LN	MADISON LAKE	MN	56063
13.650.0160	KINNE,MATHEW C	28204 CEDAR TRL	CLEVELAND	MN	56017
01.103.8600	KRANZ,TERRANCE G & SANDRA	46566 EVERGREEN LN	CLEVELAND	MN	56017
13.650.0180	KREUTER,DAVID K	28220 CEDAR TRL	CLEVELAND	MN	56017
01.550.0150	KROYER, JEROME R	46557 EVERGREEN LN	CLEVELAND	MN	56017
13.650.0220	LANCE,BRADLEY D & JEAN F	28234 CEDAR TRL	CLEVELAND	MN	56017
13.800.0020	LANGE,BRIAN A & JODY SHELTON	28024 MAPLE LN	MADISON LAKE	MN	56063
13.010.0600	LANGE,BRIAN A & JODY SHELTON				
01.550.0250	LARSON,PAULA K	46589 EVERGREEN LN	CLEVELAND	MN	56017
01.550.0130	MACK III,JOHN A	46553 EVERGREEN LN	CLEVELAND	MN	56017
01.550.0170	MANN,GARRY & NANCY	46567 EVERGREEN LN	CLEVELAND	MN	56017
13.650.0320	MAULAND,ARLEN H & JUDY E	46584 CEDAR CIR	CLEVELAND	MN	56017
13.415.0010	MCCABE,RONALD A	28528 WEST LAKE DR	MADISON LAKE	MN	56063
13.640.0030	MENKE,MARK A	29035 SUNSET AVE	MADISON LAKE	MN	56063
01.750.0110	MENSING,BRIAN & SANDRA	46445 EVERGREEN LN	CLEVELAND	MN	56017
13.650.0210	MENSING, DONALD W & EILEEN A	28232 CEDAR TRL	CLEVELAND	MN	56017
13.652.0040	MILLER, RICHARD E & JERI ANN				
13.652.0030	MILLER, RICHARD E & JERI ANN	28135 CEDAR TRL	CLEVELAND	MN	56017
13.430.0120	MOELLER,GARTH	28700 WEST LAKE RD	MADISON LAKE	MN	56063
13.800.0140	MOHR,MARTIN F & SANDRA L	46886 MAPLE DR	MADISON LAKE	MN	56063
01.550.0110	MORELL, GREGORY & NANCY	46545 EVERGREEN LN	CLEVELAND	MN	56017
13.800.0210	MURILLA,JOSEPH R	46881 MAPLE DR	MADISON LAKE	MN	56063
13.650.0080	OLSON,STEVEN	28153 CEDAR TRL	CLEVELAND	MN	56017
13.495.0070	PHILLIPS, BRIAN J & CONNIE	46256 ARTHUR DR	CLEVELAND	MN	56017
13.651.0030	POWELL,MARSHALL L	28253 RIDGE RD	CLEVELAND	MN	56017
13.800.0090	PURRINGTON, BRIAN & ANN	27988 MAPLE LN	MADISON LAKE	MN	56063
13.800.0060	PURVIS,GARRY L & PHYLLIS A	28006 MAPLE LN	MADISON LAKE	MN	56063
13.800.0190	RANVEK,LUKE D & KATIE E	46858 MAPLE DR	MADISON LAKE	MN	56063
13.430.0010	REICKS, DARWIN L & SHELLEY A	28626 WEST LAKE DR	MADISON LAKE	MN	56063
13.415.0100	ROGERS,AARON E & JULIE D	28605 HUB DR	MADISON LAKE	MN	56063
01.751.0050	ROHLFING,CORY J	46497 EVERGREEN LN	CLEVELAND	MN	56017
13.415.0060	ROHLFING,RICHARD A	28661 HUB DR	MADISON LAKE	MN	56063
13.003.7700	ROHLFING,STEVEN J & LYNELL	28003 MAPLE LN	MADISON LAKE	MN	56063
13.800.0030	ROHLFING,STEVEN J & LYNELL	28020 MAPLE LN	MADISON LAKE	MN	56063
13.650.0420	ROSENBERGER,RITA	46520 CEDAR CIR	CLEVELAND	MN	56017
01.550.0310	SATROM,LAUREN & KELLIE	46613 EVERGREEN LN	CLEVELAND	MN	56017
01.751.0020	SCHAEFER, JOEL & MELISSA	46467 EVERGREEN LN	CLEVELAND	MN	56017
13.650.0400	SCHAFER, TIMOTHY & SHEILA RAE	46538 CEDAR CIR	CLEVELAND	MN	56017
13.651.0040	SCHAUER,JILL M	28226 RIDGE RD	CLEVELAND	MN	56017
01.550.0260	SCHMIDT,GARY D & GERALDINE L	46599 EVERGREEN LN	CLEVELAND	MN	56017

13.760.0140	SCHMITZ, AARON & HEIDI	27800 MAPLE LANE	MADISON LAKE	MN	56063
13.495.0080	SIMONSON, DALE E & DIANA	46290 ARTHUR DR	CLEVELAND	MN	56017
13.430.0230	MEIER, DAVID & WILSON, JOY	28926 WEST LAKE DR	MADISON LAKE	MN	56063
01.550.0240	STRAND,DONNA RAE	46595 EVERGREEN LN	CLEVELAND	MN	56017
01.103.8200	STRAND,DONNA RAE				00000
13.800.0260	STRASSBURG,SHAWN M	27948 MAPLE LN	MADISON LAKE	MN	56063
13.430.0050	SWENSON, R VICTOR & SHARON	28672 WEST LAKE DR	MADISON LAKE	MN	56063
13.650.0150	THOMPSON, LARRY W & JODY R	28196 CEDAR TRL	CLEVELAND	MN	56017
01.550.0380	THOMPSON, LEIF C & COLEEN A	46635 EVERGREEN LN	CLEVELAND	MN	56017
01.103.8300	TOLZMANN, CURTIS & RALEEN	46590 EVERGREEN LN	CLEVELAND	MN	56017
13.800.0170	TRUST, DALE F & JOANNE V WILLS	46850 MAPLE DR	MADISON LAKE	MN	56063
01.751.0010	TRUST,NINA L WEST	46451 EVERGREEN LN	CLEVELAND	MN	56017
13.430.0020	TRUST,STEVEN & SALLY M BLAIS	28636 WEST LAKE DR	MADISON LAKE	MN	56063
13.800.0130	ULRICH, JOHN R	46896 MAPLE DR	MADISON LAKE	MN	56063
13.800.0040	VOGEL, NANCY A	28016 MAPLE LN	MADISON LAKE	MN	56063
01.751.0040	VOLKENANT, MARK A	46487 EVERGREEN LN	CLEVELAND	MN	56017
13.650.0250	WARMKA,BRYAN & MARY L	28246 CEDAR TRL	CLEVELAND	MN	56017
13.004.3100	WASMUND,LARRY & PAULA	28275 464TH ST	CLEVELAND	MN	56017
01.550.0340	WENDELSCHAFER, DAVID C & KAY	46623 EVERGREEN LN	CLEVELAND	MN	56017
01.550.0200	WETZELL JR,THOMAS L	46577 EVERGREEN LN	CLEVELAND	MN	56017
13.800.0010	WIEBOLD,KEVIN S	28060 470TH ST	MADISON LAKE	MN	56063
13.650.0200	WILLS, STANLEY N & DEBORAH	28228 CEDAR TRL	CLEVELAND	MN	56017
13.430.0030	WINKLER, ROBERT J & AUDREY J	28648 WEST LAKE DR	MADISON LAKE	MN	56063
01.550.0040	WOLF,STEVEN C	46519 EVERGREEN LN	CLEVELAND	MN	56017

NOTICE OF PUBLIC HEARING ON POTENTIAL WEST JEFFERSON SUBORDINATE SERVICE DISTRICT

Notice is hereby given that the Le Sueur County Board of Commissioners, pursuant to Minnesota Statute Chapter 375B will hold a public hearing on January 17, 2017 at 10:00 a.m. at the Le Sueur County Courthouse at 88 S. Park Avenue, Le Center, MN for the purpose of receiving public comment, either oral or written, prior to the Board acting on the petition for the establishment of a voluntary subordinate service district on West Jefferson Lake in order to facilitate the construction and administration of a wastewater system connected to the City of Cleveland's existing wastewater treatment system. The area served by the proposed district will be withdrawn from the existing German-Jefferson Lakes Area Sanitary Sewer District. The subordinate service district is expected to accommodate up to 140 sewer connections within a defined area on a petition basis. Grants and financial assistance may be available to property owners within the proposed district.

Darrell Pettis County Administrator

[15741-0031/2534984/1]

DARCEL NUM	CODT NAME
PARCEL_NUM 13.650.0160	SORT_NAME KINNE,MATHEW C
01.550.0220	JACOBSON, DAVID R & CAROL
13.415.0110	CHRISTENSEN, DANIEL R & JOLENE
13.650.0400	SCHAFER, TIMOTHY & SHEILA RAE
13.415.0100	ROGERS,AARON E & JULIE D
13.650.0150	·
01.751.0050	THOMPSON,LARRY W & JODY R ROHLFING,CORY J
	LARSON,PAULA K
01.550.0250 13.650.0410	•
13.430.0180	JOHNSON, DARRELL A & BARBARA J BUYSSE, ANDREW J
13.430.0170	•
	HENDLEY, JUDY A
13.430.0190 13.415.0060	CONLON, JAMES A & KATHRYN ROHLFING, RICHARD A
13.650.0270	CONNORS,ROLAND & LINDA
13.415.0070	HAWKINS,THOMAS L
13.650.0250	WARMKA,BRYAN & MARY L
13.650.0260	GADOLA, ROBERT J
01.550.0110	MORELL, GREGORY & NANCY
13.650.0240	GADOLA,ROBERT J
01.550.0120	GRISIM,CHAD
13.650.0230	FLATEN,MARY
13.415.0080	GIBBS,JAMES W & SANDRA K
01.550.0130	MACK III,JOHN A
13.650.0220	LANCE,BRADLEY D & JEAN F
01.550.0150	KROYER, JEROME R
13.650.0300	BARNLUND,ROGER & PAMELA
13.650.0320	MAULAND, ARLEN H & JUDY E
01.550.0160	ERICKSON,TIMOTHY & CHRISTY A
13.415.0090	HILL, RONALD R & STEPHANIE
13.650.0210	MENSING, DONALD W & EILEEN A
13.800.0010	WIEBOLD, KEVIN S
13.003.7700	ROHLFING,STEVEN J & LYNELL
13.800.0020	LANGE, BRIAN A & JODY SHELTON
13.800.0030	ROHLFING,STEVEN J & LYNELL
13.800.0040	VOGEL,NANCY A
13.800.0050	CAIRNEY,KIM M
13.800.0090	PURRINGTON FAMILY R L TRUST
13.800.0060	PURVIS,GARRY L & PHYLLIS A
13.760.0030	HALVORSON,JADE & CHANCE
13.800.0070	JOHNSON, PELL E & THERESA
13.415.0010	MCCABE,RONALD A
13.800.0080	HILPIPRE,SHIRLEY J
13.003.7600	BESKE,DWIGHT E
13.010.0600	LANGE, BRIAN A & JODY SHELTON
13.800.0090	PURRINGTON FAMILY R L TRUST
13.800.0120	BESKE, DWIGHT E
15.000.0120	SLONE, STATION I

13.800.0270	HALVORSON,GREG
13.003.7900	BECKER,LEE K
13.800.0260	STRASSBURG,SHAWN M
13.800.0130	ULRICH,JOHN R
13.800.0250	HILL,KATHLEEN A
13.800.0140	MOHR, MARTIN F & SANDRA L
13.760.0130	HEUN, MITCHELL E & VICTORIA E
13.800.0210	MURILLA,JOSEPH R
13.760.0140	SCHMITZ,AARON & HEIDI
13.800.0200	BUSH, DEREK & KRISTI
13.800.0190	RANVEK,LUKE D & KATIE E
13.800.0170	TRUST, DALE F & JOANNE V WILLS
01.550.0170	MANN, GARRY & NANCY
13.650.0200	WILLS, STANLEY N & DEBORAH
01.550.0050	HALL,CAROL J
13.650.0190	BOHLKE, DARREL W & ELNA I
01.550.0180	BODE,DAVID & KELLY
01.550.0040	WOLF,STEVEN C
13.650.0180	KREUTER,DAVID K
13.650.0380	HINIKER, ROBBY & MELANIE
01.550.0200	WETZELL JR,THOMAS L
13.650.0170	HOVICK,ROBERT C
13.650.0390	BLAHA,TIMOTHY G & TAMMEJO A
01.103.8600	KRANZ,TERRANCE G & SANDRA
13.650.0420	ROSENBERGER,RITA
13.650.0430	SCHUMACHER, RUDOLF & SANDRA
13.430.0200	HOLM,ALAN & CATHERINE
01.103.8300	TOLZMANN,CURTIS & RALEEN
13.420.0030	CHRISTIAN,KEVIN W & ANN
13.650.0440	GIERSDORF,GREGG & JOLENE
13.430.0210	FOEDE,JOHN J & NADA K
01.751.0040	VOLKENANT,MARK A
13.420.0020	CHRISTIAN, KEVIN W & ANN
01.550.0240	STRAND,DONNA RAE
13.420.0010	CHRISTIAN, KEVIN W & ANN
01.550.0260	SCHMIDT,GARY D & GERALDINE L
13.430.0120	MOELLER,GARTH
01.103.8200	STRAND,DONNA RAE
13.430.0010	REICKS,DARWIN L & SHELLEY A
13.430.0230	MEIER, DAVID
01.550.0260	SCHMIDT,GARY D & GERALDINE L
13.430.0020	TRUST,STEVEN & SALLY M BLAIS
01.751.0020	SCHAEFER, JOEL & MELISSA
13.430.0100	GOETTL,BRIAN & JEAN
13.430.0030	WINKLER, ROBERT J & AUDREY J
13.430.0090	DELLWO,KEITH & ANNETTE
13.430.0050	SWENSON,R VICTOR & SHARON

13.430.0070	ANNEXSTAD,LAWRENCE O
01.751.0010	TRUST,NINA L WEST
01.550.0310	SATROM,LAUREN & KELLIE
01.750.0110	MENSING,BRIAN & SANDRA
01.750.0130	BEILKE,ROBERT J
13.640.0030	MENKE,MARK A
01.550.0340	WENDELSCHAFER, DAVID C & KAY
13.650.0100	BLASCHKO, RANDAL & CHRISTINE A
13.650.0080	OLSON,STEVEN
13.652.0040	MILLER,RICHARD E & JERI ANN
13.652.0030	MILLER,RICHARD E & JERI ANN
01.550.0380	THOMPSON, LEIF C & COLEEN A
13.651.0010	GORE,SAMUEL K
01.550.0390	DASCHNER,LYLE & PHYLLIS
13.651.0020	GORE,JILL K
13.651.0030	POWELL, MARSHALL L
13.651.0100	BALLMAN, JOSHUA & MARCY
13.651.0040	SCHAUER,JILL M
13.651.0110	BALLMAN, JOSHUA & MARCY
13.475.0010	GIBBS,JASON & KIMBERLY
13.495.0070	PHILLIPS, BRIAN J & CONNIE
13.495.0080	SIMONSON, DALE E & DIANA
13.004.3100	WASMUND,LARRY & PAULA
13.004.3000	JOHNSON, CULLY & BARBARA
13.495.0090	SIMONSON, DALE E & DIANA
13.495.0030	GUENTZEL,MARYLOU B

LEGAL_DECR

TOMAHAWK POINT (JEFFERSON) Lot-035

EDGEWATER TERRACE (JEFFERSON) Lot-022

BIEHNS SOUTHVIEW (JEFFERSON) Lot-011 Block-001 1.04 AC

TOMAHAWK POINT (JEFFERSON) Lot-059

BIEHNS SOUTHVIEW (JEFFERSON) Lot-010 Block-001 2.52 AC

TOMAHAWK POINT (JEFFERSON) Lot-034

TOMAHAWK POINT 2ND ADDN Lot-005 Block-003

EDGEWATER TERRACE (JEFFERSON) Lot-023

TOMAHAWK POINT (JEFFERSON) Lot-060

BIEHNS WEST JEFF (JEFFERSON) Lot-018

BIEHNS WEST JEFF (JEFFERSON) Lot-017

BIEHNS WEST JEFF (JEFFERSON) Lot-019

BIEHNS SOUTHVIEW (JEFFERSON) Lot-006 Block-001 .94 AC

TOMAHAWK POINT (JEFFERSON) Lot-046

BIEHNS SOUTHVIEW (JEFFERSON) Lot-007 Block-001 .94 AC

TOMAHAWK POINT (JEFFERSON) LOT 44 LESS N 1/2 OF N 1/2 & LOT 45

TOMAHAWK POINT (JEFFERSON) N 1/2 OF N 1/2 OF LOT 44 & SW PORTION OF LOT 48

EDGEWATER TERRACE (JEFFERSON) Lot-011

TOMAHAWK POINT (JEFFERSON) Lot-043

EDGEWATER TERRACE (JEFFERSON) Lot-012

TOMAHAWK POINT (JEFFERSON) Lot-042

BIEHNS SOUTHVIEW (JEFFERSON) Lot-008 Block-001 .94 AC

EDGEWATER TERRACE (JEFFERSON) .45 AC LOTS 13 & 14

TOMAHAWK POINT (JEFFERSON) Lot-041

EDGEWATER TERRACE (JEFFERSON) Lot-015

TOMAHAWK POINT (JEFFERSON) LOT 48 LESS PORTION IN SW COR & LOT 49

TOMAHAWK POINT (JEFFERSON) Lot-051

EDGEWATER TERRACE (JEFFERSON) Lot-016

BIEHNS SOUTHVIEW (JEFFERSON) Lot-009 Block-001 .99 AC

TOMAHAWK POINT (JEFFERSON) Lot-040

WILDWOOD (LAKE JEFFERSON) Lot-001

Sect-03 Twp-109 Range-025 1.18 AC THAT PART OF LOT 6 BEG 385.20 FT E OF SW COR OF SEC 3, TH NE 255.50 FT, SE 2

WILDWOOD (LAKE JEFFERSON) Lot-002

WILDWOOD (LAKE JEFFERSON) Lot-003

WILDWOOD (LAKE JEFFERSON) Lot-004

WILDWOOD (LAKE JEFFERSON) Lot-005

WILDWOOD (LAKE JEFFERSON) 1.10 AC LOTS 9&10 & 150X200FT OF GL#6 ADJOINING LOTS 9 & 10 ON EAST

WILDWOOD (LAKE JEFFERSON) Lot-006

ROYS LANDING Lot-003 Block-001 1.40 AC

WILDWOOD (LAKE JEFFERSON) Lot-007

BIEHNS SOUTHVIEW (JEFFERSON) Lot-001 Block-001 1.83 AC

WILDWOOD (LAKE JEFFERSON) Lot-008

Sect-03 Twp-109 Range-025 .69 AC THAT PART OF LOT 6 BEG 66 FT SW OF SE COR OF LOT 22, WILDWOOD SUB-DIV, TI

Sect-10 Twp-109 Range-025 6.04 AC E 200 FT OF W 640 FT OF NW 1/4 OF NW 1/4

WILDWOOD (LAKE JEFFERSON) 1.10 AC LOTS 9&10 & 150X200FT OF GL#6 ADJOINING LOTS 9 & 10 ON EAST

WILDWOOD (LAKE JEFFERSON) LOTS 11 & 12

WILDWOOD (LAKE JEFFERSON) Lot-026

Sect-03 Twp-109 Range-025 .53 AC THAT PART OF LOT 6 BEG AT SE COR OF LOT 26 WILDWOOD, TH SE 119.70 FT, NE 2

WILDWOOD (LAKE JEFFERSON) Lot-025

WILDWOOD (LAKE JEFFERSON) Lot-013

WILDWOOD (LAKE JEFFERSON) LOTS 23 & 24

WILDWOOD (LAKE JEFFERSON) Lot-014

ROYS LANDING Lot-002 Block-002 1.20 AC

WILDWOOD (LAKE JEFFERSON) LOT 21 & 22 LESS 10 X 15 FT IN SE COR

ROYS LANDING Lot-003 Block-002 1.10 AC

WILDWOOD (LAKE JEFFERSON) Lot-020

WILDWOOD (LAKE JEFFERSON) Lot-019

WILDWOOD (LAKE JEFFERSON) LOT 17 & 18

EDGEWATER TERRACE (JEFFERSON) Lot-017

TOMAHAWK POINT (JEFFERSON) Lot-039

EDGEWATER TERRACE (JEFFERSON) Lot-005

TOMAHAWK POINT (JEFFERSON) Lot-038

EDGEWATER TERRACE (JEFFERSON) LOTS 18 & 19

EDGEWATER TERRACE (JEFFERSON) Lot-004

TOMAHAWK POINT (JEFFERSON) Lot-037

TOMAHAWK POINT (JEFFERSON) Lot-057

EDGEWATER TERRACE (JEFFERSON) .41 AC LOTS 20 & 21

TOMAHAWK POINT (JEFFERSON) Lot-036

TOMAHAWK POINT (JEFFERSON) Lot-058

Sect-03 Twp-109 Range-025 .29 AC .29 AC OF LOT 5 LYING W OF LOTS 20 & 21 OF EDGEWATER TERRACE

TOMAHAWK POINT (JEFFERSON) Lot-061

TOMAHAWK POINT (JEFFERSON) Lot-062

BIEHNS WEST JEFF (JEFFERSON) Lot-020

Sect-03 Twp-109 Range-025 .21 AC .21 AC OF G.L. #5 LYING W OF LOT 23 EDGEWATER TERRACE

BIEHN SUB-DIV (LAKE JEFFERSON) Lot-003

TOMAHAWK POINT (JEFFERSON) Lot-063

BIEHNS WEST JEFF (JEFFERSON) Lot-021

TOMAHAWK POINT 2ND ADDN Lot-004 Block-003

BIEHN SUB-DIV (LAKE JEFFERSON) Lot-002

EDGEWATER TERRACE (JEFFERSON) LOTS 24-25

BIEHN SUB-DIV (LAKE JEFFERSON) Lot-001

EDGEWATER TERRACE (JEFFERSON) Lot-026 & .30 AC TRIANGLE OF G.L. #5 LYING W OF LOTS 26-27-28 IN SEC 3-109-25

BIEHNS WEST JEFF (JEFFERSON) LOTS 11 & 12

Sect-03 Twp-109 Range-025 .55 AC COMM 26.13 FT W & 20.66 FT N OF SW COR OF LOT 28 OF EDGEWTR TERR, TH W $\ifmmode \ifmmode \if$

BIEHNS WEST JEFF (JEFFERSON) Lot-001

BIEHNS WEST JEFF (JEFFERSON) Lot-023

EDGEWATER TERRACE (JEFFERSON) Lot-026 & .30 AC TRIANGLE OF G.L. #5 LYING W OF LOTS 26-27-28 IN SEC 3-109-25

BIEHNS WEST JEFF (JEFFERSON) Lot-002

TOMAHAWK POINT 2ND ADDN Lot-002 Block-003

BIEHNS WEST JEFF (JEFFERSON) Lot-010

BIEHNS WEST JEFF (JEFFERSON) Lot-003

BIEHNS WEST JEFF (JEFFERSON) Lot-009

BIEHNS WEST JEFF (JEFFERSON) LOTS 5 & 6

BIEHNS WEST JEFF (JEFFERSON) Lot-007

TOMAHAWK POINT 2ND ADDN Lot-001 Block-003

EDGEWATER TERRACE (JEFFERSON) LOTS 31 & 32

TOMAHAWK POINT (JEFFERSON) Lot-011 .85 AC LOTS 11 & 12 TOMAHAWK PT & OUTLOT B TOMAHAWK PT 2ND ADDI

TOMAHAWK POINT (JEFFERSON) Lot-013

SUNSET RIDGE SUB-DIV (JEFF) Lot-003 Block-001

EDGEWATER TERRACE (JEFFERSON) LOTS 33-34-35

TOMAHAWK POINT (JEFFERSON) LOTS 24 & 25

TOMAHAWK POINT (JEFFERSON) LOTS 22 & 23

TOMAHAWK POINT 2ND ADDN Lot-002 Block-002

TOMAHAWK POINT 2ND ADDN Lot-001 Block-002

EDGEWATER TERRACE (JEFFERSON) Lot-038

TOMAHAWK PT 1ST ADDN (JEFF) Lot-001

EDGEWATER TERRACE (JEFFERSON) Lot-039

TOMAHAWK PT 1ST ADDN (JEFF) LOT 2, & BEG AT NE COR OF LOT 2, TH NW 10 FT, SW 54.82 FT, SE 10 FT, NE 54 FT TO

TOMAHAWK PT 1ST ADDN (JEFF) Lot-003

TOMAHAWK PT 1ST ADDN (JEFF) Lot-010

TOMAHAWK PT 1ST ADDN (JEFF) Lot-004

TOMAHAWK PT 1ST ADDN (JEFF) Lot-011

GARYS CEDARTREE (JEFFERSON) Lot-001 Block-001 1.61 AC

JEFFERSON WEST (JEFFERSON) Lot-005 Block-002 1.24 AC

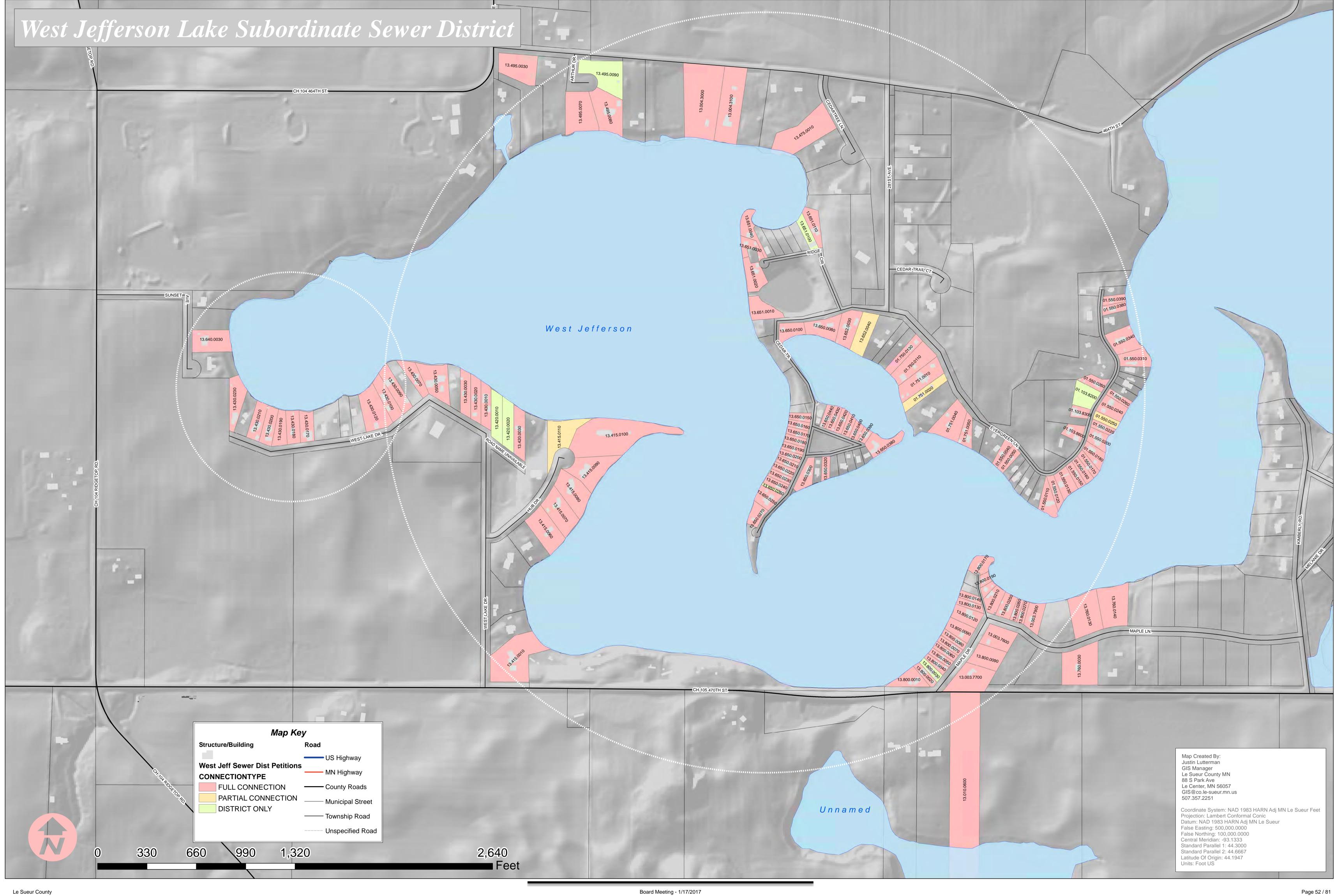
JEFFERSON WEST (JEFFERSON) Lot-006 Block-002 1.19 AC

Sect-04 Twp-109 Range-025 2.06 AC THAT PART OF G L 2 & OF NE 1/4 OF NE 1/4 COMM AT NE COR OF SEC, TH S 261 F

Sect-04 Twp-109 Range-025 3.07 AC THAT PART OF NE 1/4 COMM 261 FT S OF NE COR OF SEC, TH W 2000 FT, S 876 FT

JEFFERSON WEST (JEFFERSON) Lot-007 Block-002 1.11 AC

JEFFERSON WEST (JEFFERSON) Lot-001 Block-002 1.01 AC





Le Sueur County, MN

Tuesday, January 17, 2017
Board Meeting

Item 9

11:00 a.m. Public Hearing on P&Z Committee Changes (15 min)

Staff Contact:

SECTION 25. ADMINISTRATION/PLANNING COMMISSION

SUBDIVISION 1. COUNTY PLANNING AND ZONING ADMINISTRATOR

- A. The office of the County Planning and Zoning Administrator is hereby established, for which the Board of County Commissioners may appoint an Administrator and such other personnel necessary to discharge the duties of the Department.
- B. The duties of the Department shall include the following:
 - 1. Be in direct administration of the Zoning Ordinance, Shoreland Regulations, Flood Plain Regulations, Feedlot Regulations, Subsurface Sewage Treatment System Regulations, and the Subdivision Ordinance.
 - 2. Enforcement of the Zoning Ordinance. If the Department finds a violation of the provisions of this Ordinance they shall notify the person responsible for such violation in accordance with the procedures stated in this Ordinance.
 - 3. Issue zoning permits and any other permits as required by the terms of this Ordinance.
 - 4. Receive and forward all applications, documents and actions to the Board of County Commissioners, Planning Commission, Board of Adjustment and other appropriate agencies as required or appropriate by State of Minnesota Statutes.
 - 5. Keep or supervise the keeping of all necessary records.
 - 6. Act as secretary to the Board of Adjustment and also act as advisor to the Planning Commission.
 - 7. Provide and maintain a public information bureau relative to matters of the Zoning Ordinance, Shoreland Regulations, Flood Plain Regulations, Feedlot Regulations, Subsurface Sewage Treatment System Regulations, and the Subdivision Ordinance.
 - 8. Report on a regular basis to the Board of County Commissioners the recommendations, findings and decisions of the Planning Commission, boards and committees for final action where necessary.

SUBDIVISION 2. PLANNING COMMISSION

- A. The Board of County Commissioners hereby establishes the Planning Commission. Such Planning Commission shall consist of eleven (11) seven (7) members appointed by the Chairman of the Board of County Commissioners and ratified by the Board of County Commissioners. The Vice-Chairperson of the Board of County Commissioners shall serve as an ex-officio member of the Planning Commission.
- B. No more than four (4) members shall be residents of the incorporated communities of

01-17-2017 25-1

- Le Sueur County.
- C. The term of each member shall coincide with the term of the Commissioners District in which they represent.
- D. Each member may be eligible for reappointment at the discretion of the Board of County Commissioners
- E. No more than one (1) voting member of the Planning Commission shall be an officer or employee of the County.
- F. The Board of County Commissioners may designate any county officer or employee as an ex officio member of the Planning Commission.
- G. The Board of County Commissioners may call for the removal of any Planning Commission member for non-performance of duty or misconduct in office.
- H. Should any vacancy occur among the members of this Planning Commission by reason of death, resignation, disability or otherwise, immediate notice thereof shall be given to the Chairman of the Board of County Commissioners by the Department. Should any vacancy occur among the members of the Planning Commission, the vacancy shall be filled in accordance with the bylaws of this Subdivision, such member to serve the unexpired term of the office in which such vacancy shall occur.
- I. The members of the Planning Commission may be compensated in an amount as determined by the Board of County Commissioners
- J. The Board of County Commissioners may assign additional duties and responsibilities to the Planning Commission by this Ordinance. The Planning Commission may also be required to review or develop any comprehensive plans or official controls which will aid in the future planning and development within the County, upon the direction of the Board of County Commissioners

01-17-2017 25-2



Le Sueur County, MN

Tuesday, January 17, 2017
Board Meeting

Item 10

11:15 a.m. Dave Tietz, Sheriff (5 min)

Staff Contact:



David D Tietz

Sheriff of Le Sueur County Le Center, Minnesota 56057 CHIEF DEPUTY SHERIFF Brett V.P. Mason

INVESTIGATOR Bruce Collins Bob Vollmer Todd Waldron

PHONE 507 357-4440 Fax 507 357-4627

January 17th, 2017

Le Sueur County Commissioners Meeting RE: Squad Quotes

Dear Commissioners:

Please find attached quotes and specifications for the three (3)-2017 budgeted marked patrol vehicles. I received quotes from the following dealerships: Jeff Belzers (New Prague), Wolf Motors (Le Sueur) and Factor Motors (Le Center).

Three (3)-2013 Ford Taurus's will be replaced with the 3 new vehicles.

The State bid for the 2017 Ford Explorers 4X4 is \$27,930.08, each of the above local vehicle dealerships were able to match the State quote of \$27,930.08. Therefore, I am asking for the Board's approval to order one vehicle from each of the local dealerships.

Update - Ramsey County Medical Examiner's Office (Dr. McGee).

In 2016 Le Sueur County Deputies responded to 35 death scenes, which resulted in having the coroner called in and out of those 35 incidents, 15 of the deceased subjects were sent for autopsies to the Ramsey County Medical Examiner's Office. Total expenditures - \$43,731.00.

Respectively submitted,

Le Sueur County Sheriff

David Tietz

VEHICLE ORDER CONFIRMATION 12/27/16 16:38:50 Jest Belzers New Prague

Dealer: F58620

2017 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 7777 Priority: B3 Ord FIN: QH498 Order Type: 5B Price Level: 750

Ord Code: 500A Cust/Flt Name: LESUEURCOUNTY PO Number:

		RETAIL	DLR INV			RETAIL	DLR INV	
K8A	4DR AWD POLICE	\$31995	\$30875.00	76D	DEFLECTOR PLATE	\$335	\$318.00	
	.112.6" WB			794	PRICE CONCESSN			
YZ	OXFORD WHITE				REMARKS TRAILER			
9	CLTH BKTS/VNL R			85R	RR MOUNT PLATE	35	33.00	
W	EBONY BLACK			86P	FRT LMP HOUSING	125	119.00	
500A	EQUIP GRP			86T	RR TAILLAMP HSG	60	58.00	

.PREM SINGLE CD FLEX-FUEL 99R .3.7L V6 TIVCT

NC NC 44C .6-SPD AUTO TRAN NC NC TOTAL BASE AND OPTIONS 34405 30966.14

160 153.00 TOTAL 52P DR.LOCK PLUNGER 34405 30966.14

17T CARGO DOME LAMP 50 49.00 *THIS IS NOT AN INVOICE* 18D LIFTGTE DISABLE NC NC *TOTAL PRICE EXCLUDES COMP PRICE ALLOW*

43D COURTESY DISABL 20 19.00

51T SPT LAMP DR LED 420 399.00 * MORE ORDER INFO NEXT PAGE *

595 KEYLESS 2 FOBS 260 248.00 F8=Next

VEHICLE ORDER CONFIRMATION 12/27/16 16:39:08 CNGP530 Dealer: F58620

2017 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 7777 Priority: B3 Ord FIN: QH498 Order Type: 5B Price Level: 750

Ord Code: 500A Cust/Flt Name: LESUEURCOUNTY PO Number:

RETAIL DLR INV 153 FRT LICENSE BKT NC SP DLR ACCT ADJ (1341.00)SP FLT ACCT CR (920.00)FUEL CHARGE 4.14

B4A NET INV FLT OPT NC 7.00 PRICED DORA NC NC DEST AND DELIV 945 945.00

TOTAL BASE AND OPTIONS 34405 30966.14 34405 30966.14 TOTAL

THIS IS NOT AN INVOICE

TOTAL PRICE EXCLUDES COMP PRICE ALLOW

RETAIL DLR INV

Final Prive 08

27,930.

Receiver

Includes + 4 pin iving

Hiten + 4 pin iving

Cal Ru

F7=Prev

F3/F12=Veh Ord Menu

F9=View Trailers

QC00109

F1=Help F4=Submit F2=Return to Order F5=Add to Library

S099 - PRESS F4 TO SUBMIT

CNGP	530	VEH	IICLE ORDER	CONFIR	RMATION	12/29/3	16 10:25:38
==>						Deal	ler: F58617
			2017 EXPLO	RER 4-I	DOOR	Pa	age: 1 of 2
Orde	r No: 1733 Prio	rity:	B3 Ord FIN	N: QH49	98 Order Type: 5	B Price	Level: 750
Ord	PEP: 500A Cust/Fl	t Name	: LESUEUR (CTY	PO Number:		
	R	ETAIL	DLR INV			RETAIL	DLR INV
K8A	4DR AWD POLICE \$	31995	\$30875.00	76D	DEFLECTOR PLATE	\$335	\$318.00
	.112.6" WB			794	PRICE CONCESSN		
YZ	OXFORD WHITE				REMARKS TRAILER		
9	CLTH BKTS/VNL R			85R	RR MOUNT PLATE	35	33.00
W	EBONY BLACK			86P	FRT LMP HOUSING	125	119.00
500A	EQUIP GRP			86T	RR TAILLAMP HSG	60	58.00
	.PREM SINGLE CD				FLEX-FUEL		
99R	.3.7L V6 TIVCT	NC	NC				
44C	.6-SPD AUTO TRAN	NC	NC	TOTAL	BASE AND OPTIONS	34405	30966.14
52P	DR LOCK PLUNGER	160	153.00	TOTAL		34405	30966.14
17T	CARGO DOME LAMP	50	49.00	*THIS	IS NOT AN INVOICE	CE*	
18D	LIFTGTE DISABLE	NC	NC	*TOTAI	L PRICE EXCLUDES	COMP PR	ICE ALLOW*
43D	COURTESY DISABL	20	19.00				
51T	SPT LAMP DR LED	420	399.00	* MORE	E ORDER INFO NEXT	r page *	
595	KEYLESS 2 FOBS	260	248.00		F8=Next		
F1=H	elp	F2=Re	eturn to Oro	der	F3/F12=	Veh Ord	Menu

F5=Add to Library

FACTOR MOTORS, INC. 112 E. Minnesota St. Le Center, MN 56057

S006 - MORE DATA IS AVAILABLE.

F4=Submit

Dealer installed 2" Receiver Hitch \$545.00 withire Flat play hamess

QC09377

F9=View Trailers

Total Price \$7,930.08

State Bid Price

2017 Police Explorer AWD

\$27,385.08 \$545.00 Hitch

Total Bid

\$27,930.08





Le Sueur County, MN

Tuesday, January 17, 2017
Board Meeting

Item 11

11:20 a.m. Cindy Shaughnessy, Public Health Director

Staff Contact:



LE SUEUR COUNTY PUBLIC HEALTH

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

Le Sueur County Board of Commissioners Meeting January 17, 2017

Cindy Shaughnessy, Public Health Director

Agenda:

- 1) Request approval to accept \$5,000 Medica Foundation Grant
 - Medica approval letter and grant agreement attached
 - Grant purpose is to improve dental access and provide preventative dental care for uninsured children through the Healthy Smiles program

Mail Route CW104 PO Box 9310 Minneapolis, MN 55440-9310 952-992-2060

January 5, 2017

MEDICA.

Received

JAN 1 1 2017

LeSueur County Public Health

Ms. Cindy Shaughnessy, Director Le Sueur County 88 S Park Ave Le Center, MN 56057

RE:

Grant Request Dated: 8/25/2016

Project Title: Core Mission Support

Medica Foundation Grant ID# 2016-103532

Grant Period: 1/1/2017-12/31/2017

Dear Ms. Shaughnessy:

The Medica Foundation (the Foundation) is pleased to inform you (Grantee) that it has approved a grant of \$5,000.00 for the Core Mission Support (Project) as stated in your grant request dated 8/25/2016.

The Medica Foundation appreciates your attention to the following:

- 1. Attached is your Grant Agreement. Please read the agreement carefully, sign and return the original to me within ten (10) days of receipt. Please keep a copy for your records.
- 2. The Medica Foundation logo is available to support any collateral and promotion of your grant. The Foundation appreciates recognition of its support. Please contact me for an electronic format of the logo.
- 3. The Foundation requires you to submit a final report. We ask that you use the Medica Online Status Report form that can be found in the Grant Information section of the Medica Foundation's website at http://www.medicafoundation.org/for-grantees/report-on-your-grant. The final report, including both a financial and a progress report, is due no later than 30 days after completion of the Project, the end of the grant period, or expenditures of all funds, whichever comes first. Please notify me if your report will be late.
- 4. All grant recipients will be paid electronically via ACH. In order to receive your funding, you must complete and return our ACH form. —unless one has been completed previously and there are no changes to the information we have on file. Please verify that the "ABA" routing number you provide is for ACH funding not for wire funding. If you have any questions, contact your bank to verify that you have the correct routing information. When your funding is processed for payment, an email will be sent to the address you provide on our ACH form. The email will provide the amount that will be credited to your account the following business day, along with your corresponding grant identification and invoice number.

Medica* is a registered service mark of Medica Health Plans. The Medica Foundation is a supporting organization of Medica Health Plans.

An Equal Opportunity Employer

- 5. An invoice must be submitted to the Foundation for your payment to be generated. Invoices may be electronically submitted to the Foundation at foundation@medica.com or via hard copy. The Foundation does not require a specific invoice format to be used. Please include an accounting of your expenditures, the Foundation Grant ID number, your organization's federal tax ID number and remitting information. Upon your request, the Foundation may agree to provide advance funds for which you must later provide an accounting.
- 6. The Foundation enjoys seeing your programs/events in action and would appreciate any photos you would like to share. Additionally, we may have an opportunity to showcase your work in grant presentations and the Medica Foundation Annual Report. Please send high-resolution (.pdf preferred) photos to the Foundation at foundation@medica.com. We can only use photos for which signed organizational or individual photo releases are on file (or can be obtained). We can provide a Photo Release Form upon request.
- 7. If there are changes to the Project, including the primary contact person, please notify the Foundation as soon as possible.

Please do not hesitate to contact me at any time during your grant period. We look forward to hearing more about your program.

Sincerely,

JoAnn Birkholz, Foundation Director

Janu Brikhorz

Medica Foundation

Medica Foundation Grant Agreement

Grantee Organization Name: Le Sueur County
Grant Request Dated: 8/25/2016
Project Title: Core Mission Support
Medica Foundation Grant ID# 2016-103532
Grant Period: 1/1/2017-12/31/2017
Grant Amount: \$5,000.00

Our foundation has been advised by counsel to submit to you a grant agreement to ensure compliance with the Internal Revenue Code. Therefore, this grant is being made and will be provided to you under the following conditions:

- 1) All of the grant funds are to be used for, and only for, the purpose of enabling Grantee to support health-related programming core to the organization's mission ("Project"). Use of any portion of the grant funds, including any interest earned thereon, for any other purpose must have prior written approval by the Foundation.
- 2) Grantee will repay any portion of the amount of the grant that is not used for the Project within 30 days after the end of the grant period.
- 3) Grantee agrees that the Project will occur during the grant period. Grantee acknowledges that the Foundation has agreed to make the grant funds available during the grant period and under the circumstances described herein. The full amount of these grant funds will be provided to Grantee in a lump sum once the Foundation obtains from Grantee a signed copy of this Agreement and a written request for payment. The written request must be supported by an accounting of Grantee's expenditures, refer to the Foundation Grant ID number and include the Grantee's federal tax ID number and appropriate remitting information. Upon your request, the Foundation may agree to provide advance funds for which you must later provide an accounting. The final written request for payment will be due no later than 90 days after the end of the grant period.
- 4) Grantee will provide a final written report to the Foundation Director or designee no later than 30 days after completion of the Project, the end of the grant period, or expenditure of all funds, whichever comes first. We ask that you use the Medica Online Report form that can be found in the Grant Information section of the Medica Foundation's website at http://www.medicafoundation.org/for-grantees/report-on-your-grant.
- 5) Grantee need not maintain the proceeds of the grant in a separate fund, but will keep its financial and other records so that they adequately show the use of the grant funds exclusively for the Project.

- 6) Grantee will not use the grant proceeds for any purpose other than for purely public purposes.
- 7) Grantee will supply the Foundation with such other information as the Foundation determines is necessary or desirable to permit the Foundation to exercise appropriate supervision of the grant.
- 8) Grantee warrants that it is in compliance with all applicable law, including but not limited to federal and state privacy law and regulations, and will remain so for the grant period. Grantee warrants that it has not been excluded, debarred, or otherwise made ineligible for participation in the Medicare, Medicaid, or other government health care programs. Grantee further warrants that it is in compliance with all applicable laws, regulations and ethical guidelines pertaining to the conduct of research and, where required by law, the necessary Institutional Review Board ("IRB") approval and oversight is in place.
- 9) The Foundation may include information on this grant in its public reports and documents.
- 10) Any studies, reports, videotapes or other deliverables funded by the grant will be shared with the Foundation prior to any release to the public. The Foundation does not intend to influence the findings or content of reports of Grantee but wishes to preview any deliverables with which it is associated as a funder.
- 11) Reports, books, articles, software, videos or other publications resulting from this grant may be copyrighted by the organization receiving the grant or by the author, in accordance with the policies of the grantee organization, toward the goal of obtaining the widest dissemination of such materials. The Foundation reserves the royalty-free license to use and disseminate such publications. For projects involving the possibility of patents, the Grantee should request further information from the Foundation.
- 12) Grantee acknowledges that failure to act as required by this Agreement will, at the Foundation's sole discretion, result in forfeiture of all or a portion of the grant. The Foundation's failure to enforce any provision of this Agreement, for any reason, is not a waiver of the Foundation's right to enforce subsequent compliance with that or any other provision.

Medica Foundation By JoAnn M. Birkholz	
Its Foundation Director	
Date	
Grantee hereby agrees to the terms and conditions of	f the grant as recited above.
Le Sueur County	
By	
By(Signature)	(Print name of signatory)
Its	Date
Payments and Re Payment Schedule – an invoice must be submitte	
1/1/2017 - \$5,000	
Reporting Schedule – must include a final progre	ess and financial report
Submit your final report online. To access report account: http://www.medicafoundation.org/for-You will also need to attach a financial report the budget.	grantees/report-on-your-grant
Final report due: 2/1/2018	

Please sign this Grant Agreement and return the entire original document to JoAnn Birkholz within ten (10) days of receipt. Please keep a copy for your records.



Le Sueur County, MN

Tuesday, January 17, 2017 Board Meeting

Item 12

11:30 a.m. Darrell Pettis, County Administrator / Engineer

RE: MCIT

RE: Henderson Flood Feasibility Study

RE: Equipment Purchasing Corrections

RE: Out-of-State travel request, Tom Beer to attend ATTSA Conference from March 20-22, 2017 in Fargo, ND

RE: Le Sueur - Rice County Joint Ditch 38 Informational Meeting, March 16th

RE: Le Sueur - Rice County Joint Ditch 38 Redetermination of Benefits Public Hearing

RE: Recommendation to reclassify Cindy Westerhouse, full time Human Resources Director in Human Resources, Grade 14, Step 7 at \$35.35 to Grade 15, Step 6 at \$36.21 per hour, effective January 9, 2017.

Staff Contact:



Minnesota Counties Intergovernmental Trust

100 Empire Drive, Suite 100 St. Paul, MN 55103-1885 www.mcit.org Phone: 651-209-6400 Toll Free: 866-547-6516 Fax: 651-209-6496

BOARD OF DIRECTORS

Scott Sanders

Chair Watonwan County Commissioner

Felix Schmiesing

Vice-chair Sherburne County Commissioner

Kevin Corbid

Washington County Auditor-Treasurer

Don Diedrich

Polk County Commissioner

Richard Downham

Cass County Commissioner

Charles Enter

Brown County Administrator

Dan Kuhns

Waseca County Commissioner

Randy Schreifels

Stearns County Auditor-Treasurer January 3, 2017

To: MCIT Member County Commissioners, County Auditors and

Auditor/Treasurers

From: Steve Nelson, MCIT Deputy Director

RE: MCIT BOARD VACANCY

The Minnesota Counties Intergovernmental Trust is seeking an individual to fill a midterm vacancy on the board of directors created by the departure of Lac qui Parle County Commissioner, Graylen Carlson.

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

Section 7.4, Article C. (Vacancy) of the MCIT Bylaws provides that "At Large" board member vacancies "shall be filled by appointment of the remaining members of the Board until the next annual meeting of MCIT at which time the unexpired term shall be filled by election."

Persons applying for this position must:

- Be a County Commissioner, County Auditor or County Auditor-Treasurer
- Represent a county participating in MCIT
- Be actively serving in the county

No county may have more than one representative on the MCIT board.

A nominating committee appointed by the MCIT board chair will review the qualifications of candidates and select those for an interview. Interviews will be conducted February 10, 2017. No applicant is guaranteed an interview.

The successful applicant will be required to stand for election at the 2017 MCIT Annual Meeting which also coincides with the expiration of Carlson's term (December 2017).

When filling a vacancy the board considers a variety of factors including demographics, geography, experience and existing board composition to ensure the board is representative of the county membership.

For your consideration, you will find attached a job description, key roles and

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

responsibilities for board members, and information about board and committee meetings. You are encouraged to contact the MCIT Deputy Director if you have questions regarding service on the MCIT board.

If you are interested in being considered for this position on the MCIT Board of Directors you are required to submit a letter of interest and qualifications to MCIT Deputy Director Steve Nelson, MCIT, Suite 100, Empire Drive, St. Paul, Minnesota 55103-1885 or snelson@mcit.org. Letters of interest and qualifications must be received by the close of business on January 25, 2017.

POSITION DESCRIPTION

POSITION: BOARD MEMBER

BASIC FUNCTIONS/PURPOSE

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

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

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

KEY BOARD ROLES AND RESPONSIBILITIES

ROLES OF A BOARD MEMBER

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

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

ACCOUNTABILITIES

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

3

LEGAL AND FINANCIAL RESPONSIBILITIES

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

BOARD RESPONSIBILITIES

There are seven key board responsibilities. They are to:

SET THE STRATEGIC DIRECTION FOR MCIT

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

II. OVERSEE FINANCES

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

III. PROVIDE RESOURCES

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

IV. REPRESENT MOIT

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

V. CREATE AN EFFECTIVE ORGANIZATIONAL STRUCTURE

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

VI. HIRE/ EVALUATE THE EXECUTIVE DIRECTOR

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

4

• Establish personnel policies

VII. MONITOR AND EVALUATE

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

BOARD AND COMMITTEE MEETINGS

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

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

MCIT STANDING COMMITTEES

Claims Committee

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

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

The committee's responsibilities include:

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

Governance Committee

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

• Comprised of four members.

5

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

The committee's responsibilities include:

- A. Review MCIT Coverage Document
- B. Review MCIT Bylaws

Personnel Committee

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

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

The committee's responsibilities include:

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

Audit Committee

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

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

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

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

Henderson Flood Mitigation Study



Study Initiation

The Minnesota Department of Transportation (MnDOT), in cooperation with the City of Henderson, Sibley County, Scott County, and LeSueur County, has initiated a feasibility study to investigate transportation improvements in the Minnesota River Valley to determine possible improvements that would minimize roadway closures due to flood events. The study will focus on the bridges and approach roadways for state Highway 19, Highway 93, and Sibley County Road 6. The Highway 93 and County Road 6 alternatives will primarily be related to elevating the roadway profiles above the 100-year flood elevation and the Highway 19 alternatives will study raising the bridge and roadway approaches above the flood elevation and an option aimed at improving the roadway stability and strategies to mitigate slope failures.

The goal of the study is to identify a safe and accessible, 10-ton route into and out of Henderson to limit the length of detours and impacts to businesses and regional traffic during high water events.

The feasibility study will take place through 2017 and will include the following key elements:

- Public and agency involvement
- Hydraulic model development and analysis (including bridge analysis)
- Traffic modeling and analysis
- Development and screening of conceptual design alternatives
- Feasibility report with findings and recommendations





Background

Flooding in the Minnesota River Valley has created traffic and mobility challenges for MnDOT and local communities for decades. The roadways leading into and out of the City of Henderson (Highways 19 and 93 and County Road 6) have been hit especially hard in recent years, with closures due to flooding reaching an all-time high. During seasonal flooding events, residents and commuters traveling through the area have to resort to detours that take them miles out of their way, costing both time and money. The lengthy detours and restricted access to the Henderson Area can substantially impact local businesses and regional traffic.

As noted in the 2016 Henderson Comprehensive Plan, "every spring when the annual flooding of the Minnesota River begins, and every time a large rain storm is predicted in the summer, the level of concern rises with the water levels as townspeople ask themselves if this will be the next time that the roads into town are flooded or washed-out again and the community becomes stranded with only one way out."

Public Involvement

We encourage your participation and questions throughout the study process. MnDOT and the City of Henderson will be hosting two public open house meetings as part of the study process. The first public open house meeting will be held in Spring 2017. Detailed exhibits will be available for review, and staff will be present to answer questions and hear your comments. Each open house will be preceded by a newsletter. A final newsletter will be distributed at the completion of the study.

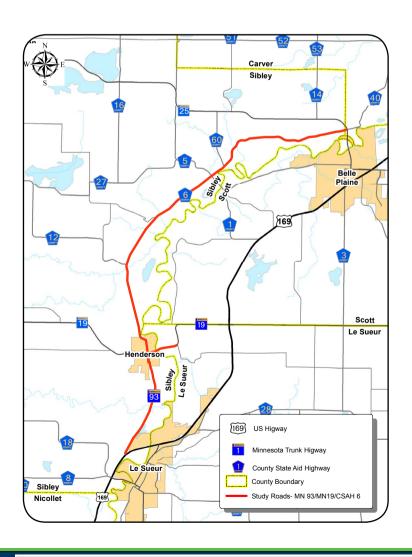
Project Management Team

The Project Management Team (PMT), comprised of staff from MnDOT, local governmental units (city of Henderson and the counties of Sibley, Scott, and LeSueur) will meet regularly throughout the study process and serve as a communication link to constituents and elected officials. Meetings may also be held with environmental review and permitting agencies during the study period.

Where can I get more information?

For the most up-to-date project information, visit:

http://www.dot.state.mn.us/d7/projects/hwy19study/index.html



Contact Us

Matt Young MnDOT Project Manager MnDOT District 7 2151 Bassett Drive Mankato, MN 56001-6888 Phone: 507.304.6183

Email: matthew.young@state.mn.us

PURCHASE REQUESTS

Retriever Retriever motor grader attachment from Ziegler	\$18,350.41	
2. Bobcat Bobcat compact track loader from Bobcat of Mankato	\$69,002.34	
3. Waterville - F350 F350 Chassis from Factor Motors, Le Center, MN Body from Towmaster Truck Equipment, Litchfield, MN (Includes electric hoist, hitch, tool box)	\$25,192.88 \$16,828.00	\$25,292.88 \$17,101.00
	\$42,020.88	<mark>\$42,393.88</mark>
4. Service Truck 2017 Ram 5500 Chassis from Mike Motors, Ely, MN Body from Towmaster Truck Equipment, Litchfield, MN (Includes welder and crane)	\$51,075.00 \$89,441.00	
	\$140,516.00	
5. MACK Tandem MACK GU713 Tandem Axle Cab and Chassis from Nuss Truck And Equipment, State of Minnesota contract Body from Towmaster Truck Equipment, Litchfield, MN (Includes hoist, plow, wing, scraper, auger and spinner)	\$114,560.00 \$110,499.00	\$116,521.00 \$110,499.00

\$225,059.00 \$227,020.00



Le Sueur County, MN

Tuesday, January 17, 2017
Board Meeting

Item 13

Board Member Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, January 17, 2017
Board Meeting

Item 14

Future Meetings

Staff Contact:

Future Meetings January - March 2017

January 16, 2017	Offices Closed - Martin Luther King, Jr. Day
January 17, 2017	Board Meeting, 9:00 a.m. in Courtroom A, Second Floor *Public Hearing, West Jefferson project, 10:00 a.m. *Public Hearing, P&Z Committee changes, 11:00 a.m.
January 19, 2017	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
January 24, 2017	Board Meeting, 9:00 a.m.
January 31, 2017	No Board Meeting
February 7, 2017	Board Meeting, 9:00 a.m. *11:00 a.m. Work Session - Outpatient Chemical Dependency/Mental Health Program *Le Sueur-Waseca CHB Meeting, 1:00 p.m.
February 9, 2017	P&Z Meeting, 7:00 p.m. Environmental Services Building
February 14, 2017	No Board Meeting
February 16, 2017	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
February 20, 2017	Offices Closed – Presidents' Day
February 21, 2017	Board Meeting, 9:00 a.m. in Courtroom A, Second Floor
February 28, 2017	Board Meeting, 9:00 a.m.
March 7, 2017	Board Meeting, 9:00 a.m.
March 9, 2017	P&Z Meeting, 7:00 p.m. Environmental Services Building
March 12, 2017	Daylight Saving Time begins

March 14, 2017	No Board Meeting
March 16, 2017	Le Sueur – Rice County Joint Ditch 38 Informational Meeting, 10:00 a.m. at the 4H Family Center in Le Center
March 16, 2017	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
March 21, 2017	Board Meeting, 9:00 a.m.
March 23, 2016	Le Sueur – Rice County Joint Ditch 38 Redetermination of Benefits Public Hearing, 10:00 a.m. at the 4H Family Center in Le Center
March 28, 2017	Board Meeting, 9:00 a.m.