



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
June 27, 2017**

1. **9:00 a.m. Agenda and Consent Agenda (5 min)**
RE: June 20, 2017 Minutes and Summary Minutes
RE: Tobacco Licenses
2. **9:05 a.m. Neil Pekrul and Pat Simonette, UNIMIN (20 min)**
RE: Annual Report
3. **9:25 a.m. Kathy Brockway, Zoning Administrator (10 minutes)**
CUPs
4. **9:35 a.m. Human Resources (5 min)**
5. **9:40 a.m. Joshua Mankowski, Environmental Resources Specialist (10 min)**
Gravel Tax Project, CLIMB Theatre Update
6. **9:50 a.m. Jeff Neisen, IT Director (15 min)**
RE: Zix Update/review
7. **10:05 a.m. CLOSED SESSION**
Develop or consider offers or counteroffers for the purchase or sale of real or personal property, Parcel ID 01.103.7600 per Mn Stat 13D.05 Subd 3 (c) (3)
8. **10:30 a.m. Darrell Pettis, County Administrator/Engineer**
RE: County Credit Card Request for Nancy Domonoske
RE: Alan Davis Repurchase Application

RE: Orders Amending Viewers on CD 18 and 63
RE: APX Construction Contract for Le Sueur Shop
RE: Treatment Court Contract Amendment
RE: Ordinance

9. **Commissioner Committee Reports**
10. **Future Meetings**
11. **WORKSHOP - Wheelage and Sales Tax**
12. **WORKSHOP - Turnbacks**
13. **11:00 a.m. BKV WORKSHOP**



Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 1

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

RE: June 20, 2017 Minutes and Summary Minutes

RE: Tobacco Licenses

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting

June 20, 2017

The Le Sueur County Board of Commissioners met in regular session on Tuesday, June 20, 2017 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfsing, Lance Wetzel, Dave Gliszinski and John King. Also present were Darrell Pettis and Brent Christian. Joe Connolly was excused.

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

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

- Approved the June 6, 2017 County Board Minutes and Summary Minutes
- Approved the June 14, 2017 Board of Equalization Minutes and Summary Minutes
- Approved Tobacco Licenses for Vet's Super America, Genesis Cenex, Valley Lanes (The Bar), Casey's General Store -2570, Casey's General Store-2589, Casey's General Store-2401, Holiday Stationstore Inc- 233, Phil Mart, Davis Marketplace, Radermacher Foods of LeSueur, Radermacher Foods of LeCenter, LeCenter Municipal Liquor Store, Scoop's Liquor, Woods Grill and Bar, Denny's Bar, Inc, The Liquor Hole, Inc, The Pit Stop, J& L Bottles, Inc.

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

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the Human Services claims:

Financial: \$43,760.48
Soc Services: \$195,384.70

At 9:45 a.m. Pam Simonette, Auditor-Treasurer appeared before the Board with several ditch lien requests.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved an 820% lien for Le Sueur County Ditch #21 in the amount of \$10,425.48 to be spread over three years beginning with taxes payable in 2018. The interest rate is 4% and the lien will be filed December 15, 2017 with a \$5.00 minimum and \$50.00 or less to be paid in one installment. There were no comments from the public.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved a 243% lien for Le Sueur County Ditch #40 in the amount of \$101,493.83 to be spread over ten years beginning with taxes payable in 2018. The interest rate is 4% and the lien will be filed December 15, 2017 with a \$5.00 minimum and \$50.00 or less to be paid in one installment. There were two comments from the public.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved a 120% lien for Le Sueur County Ditch #57 in the amount of \$13,956.00 to be spread over three years beginning with taxes payable in 2018. The interest rate is 4% and the lien will be filed December 15, 2017 with a \$5.00 minimum and \$50.00 or less to be paid in one installment. There were no comments from the public.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved a 132% lien for Le Sueur County Ditch #70 in the amount of \$64,734.72 to be spread over eight years beginning with taxes payable in 2018. The interest rate is 4% and the lien will be filed December 15, 2017 with a \$5.00 minimum and \$50.00 or less to be paid in one installment. There were no comments from the public.

Alissa Blaha with Sothern Minnesota Initiative Foundation appeared before the Board with an update.

Nik Kadel, Ditch Inspector appeared before the Board with two items for discussion and approval.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved and authorized the board Chair to sign a CD 48 Findings and Order Directing Proceedings to Reestablish and Correct Drainage System Record for County Ditch #48.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved and authorized the Board Chair and Administrator to sign the following resolution to carry out buffer compliance provisions:

RESOLUTION

Affirming Le Sueur County's jurisdiction to carry out the compliance provisions of Minnesota Statutes 103B.101, subdivision 12a and 103F.48

WHEREAS, during the 2015 First Special Session, the 89th Legislature adopted Chapter 4, creating the water quality buffer initiative; and

WHEREAS, Chapter 4 authorizes a county to assume jurisdiction over the compliance provisions of the water quality buffer initiative; and

WHEREAS, improved water quality is a statewide goal, but is best administered by local policymakers, whose familiarity with their home communities will ensure a cooperative and efficient implementation of the initiative; now, therefore,

BE IT RESOLVED, Le Sueur County affirms its jurisdiction to carry out the compliance provisions of Minnesota Statutes 103B.101, subdivision 12a and 103F.48; and

BE IT FURTHER RESOLVED, county staff will draft a rule, ordinance, or official controls, to be approved by the Le Sueur Board of County Commissioners, to carry out the compliance provisions of Minnesota Statutes 103B.101, subdivision 12a and 103F.48.

Ann Traxler appeared before the Board with several items for discussion and approval.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved the purchase of a trailer for a sandbagger in the amount of \$1,840.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved an out of state travel request for Pam Voit to travel to New Mexico from November 5 – 10, 2017.

Nancy Domonoske appeared before the Board to introduce new Extension staff Casandra Story and Kristi Frederick to the Board.

Brett Mason, Sheriff appeared before the Board with several items for consideration and approval.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the trade-in of a currently owned snowmobile and purchase of a new snowmobile using \$4,000 of excess grant dollars.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the purchase of workstation treadmills for Dispatch in the Sheriff's Office.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved an out of state travel request for Bruce Collins to travel to Florida in response to a subpoena to testify.

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

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved a corrected recommendation to hire Caitlin Meyer as a full time Case Aide in Human Services, as a Grade 4, Step 2 at \$16.54 per hour, effective June 12, 2017.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to accept the resignation request from Miranda Rosa, part time Drug Court Coordinator in the Drug Court Office, effective July 10, 2017.

Board Member Committee Reports:

- Commissioners Gliszinski and King attended a Justice Center Committee Meeting last week.
- Commissioner King attended an AMC district meeting, Ney Center board meeting and a Board of Equalization meeting.
- Commissioner Wetzel attended a Board of Equalization meeting and a Cordova Township meeting.
- Commissioner Rohlfing attended an AMC district meeting and an Elysian Township meeting.

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

Warrant #	Vendor Name	Amount
45675	Advanced Correctional Healthcare Inc.	\$ 2,281.59
45680	Andrea Anastasi	\$ 2,700.00
45681	APG Media of Southern MN LLC	\$ 2,613.60
45687	Blue Earth Co.	\$ 3,752.70
45688	Bolton & Menk Inc.	\$ 27,423.00
45694	Christian, Keogh, Moran & King	\$ 2,170.94
45697	Contech Engineered Solutions LLC	\$ 9,400.88
45700	D-A Lubricants Co. Inc.	\$ 2,289.65
45728	I & S Group Inc.	\$ 5,030.00
45742	Lawns Are Us	\$ 6,558.75
45747	Richard Lea	\$ 2,640.00
45752	Mariska Enterprises	\$ 7,192.50
45757	Minn St Admin ITG Telecom	\$ 5,480.00
45762	Anthony Nerud	\$ 3,390.00
45769	Paragon Printing & Mailing Inc.	\$ 4,939.17
45770	Pomp's Tire Service Inc.	\$ 2,827.20
45774	Rinke-Noonan Law Firm	\$ 2,173.50
45786	S.M.C. Co. Inc.	\$ 16,415.93
45792	Summit	\$ 8,083.93
45794	Syntax Inc.	\$ 2,675.00
45796	Tapco Safe Travels	\$ 14,880.00
45799	Thomson Reuters	\$ 2,406.33
45805	Traxler Construction Inc.	\$ 14,803.97
45812	Van Paper Co.	\$ 2,501.43
45813	Vetter Sales & Service	\$ 6,151.00
45819	Waterford Oil Co. Inc.	\$ 12,322.50
45821	Wenck Associates Inc.	\$ 6,906.44
128	Claims paid less than \$2,000.00:	\$ 42,705.61
27	Claims paid more than \$2,000.00:	\$180,010.01
155	Total all claims paid:	\$222,715.62

On motion by King, seconded by Gliszinski and unanimously approved, the Board adjourned until Tuesday, June 27, 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, June 20, 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.

- Approved the agenda. (King-Wetzel)
- Approved the consent agenda. (Gliszinski-King)
- Approved Human Services claims: Financial \$43,760.48 and Soc Services \$195,384.70 (Gliszinski-Wetzel)
- Approved an 820% lien for Le Sueur County Ditch #21 in the amount of \$10,425.48 (Gliszinski-King)
- Approved a 243% lien for Le Sueur County Ditch #40 in the amount of \$101,493.83 (Wetzel-King)
- Approved a 120% lien for Le Sueur County Ditch #57 in the amount of \$13,956.00 (King-Wetzel)
- Approved a 132% lien for Le Sueur County Ditch #70 in the amount of \$64,734.72 (Gliszinski-Wetzel)
- Approved a CD 48 Findings and Order Directing Proceedings to Reestablish and Correct Drainage System Record for County Ditch #48. (King-Wetzel)
- Approved a resolution to carry out buffer compliance provisions. (King-Wetzel)
- Approved the purchase of a trailer for a sandbagger in the amount of \$1,840. (Wetzel-King)
- Approved an out of state travel request for Pam Voit. (Gliszinski-Wetzel)
- Approved the trade-in of a currently owned snowmobile and purchase of a new snowmobile using \$4,000 of excess grant dollars. (Wetzel-Gliszinski)
- Approved the purchase of workstation treadmills for Dispatch in the Sheriff's Office. (Gliszinski-King)
- Approved an out of state travel request for Bruce Collins. (Wetzel-King)
- Approved a corrected recommendation to hire Caitlin Meyer in Human Services. (Gliszinski-King)
- Approved the resignation request from Miranda Rosa in the Drug Court Office. (Wetzel-Gliszinski)
- The following claims were approved for payment: (King-Gliszinski)

Warrant #	Vendor Name	Amount
45675	Advanced Correctional Healthcare Inc.	\$ 2,281.59
45680	Andrea Anastasi	\$ 2,700.00
45681	APG Media of Southern MN LLC	\$ 2,613.60
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128	Claims paid less than \$2,000.00:	\$ 42,705.61
27	Claims paid more than \$2,000.00:	\$180,010.01
155	Total all claims paid:	\$222,715.62

•Adjourned until Tuesday, June 27, 2017 at 9:00 a.m. (King-Gliszinski)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

Tobacco Licenses

Kamp Dels

Froggy's Liquor

Beer Oil and Tire

Dollar General



Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 2

9:05 a.m. Neil Pekarul and Pat Simonette, UNIMIN (20 min)

RE: Annual Report

Staff Contact:



Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 3

9:25 a.m. Kathy Brockway, Zoning Administrator (10 minutes)

CUPs

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

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
88 SOUTH PARK AVE.
LE CENTER, MINNESOTA 56057
June 8, 2017

MEMBERS PRESENT: Jeanne Doheny, Don Rynda, Shirley Katzenmeyer, Doug Krenik, Al Gehrke, Pam Tietz, Commissioner Wetzel

MEMBERS ABSENT: Don Reak

OTHERS PRESENT: Kathy Brockway, Commissioner Connolly.

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

ITEM #1: WATERVILLE SOLAR HOLDINGS LLC, MINNEAPOLIS, MN (APPLICANT); JAY & BETSY CHAMBERS, MEDFORD, MN (OWNER): Request that the County grant an extension of an existing Conditional Use Permit #16089 for the establishment of a 5 megawatt solar garden in an Agriculture "A" District. Property is located in the SE 1/4 of the SE 1/4, Section 34, Waterville Township.

Kathy Brockway presented power point presentation. Jeff Paulson, representing Waterville Solar Holdings LLC, was present for application.

TOWNSHIP: Waterville Township-no objections to the extension. **DNR:** N/A **LETTERS:** Joshua Mankowski, LSC Resource Specialist (see file)

PUBLIC COMMENT: None.

Discussion was held regarding: time frame, closing on the parcel late this month, start construction with a completion by the end of 2017, but asking for the 1-year extension, interconnection agreements signed, working with Northern States Power Company and Xcel Energy.

Motion was made by Doug Krenik to approve a 1-year extension. Seconded by Al Gehrke. Motion approved. Motion carried.

ITEM #2: MIKE FINLEY, JANESVILLE, MN (APPLICANT\OWNER): Requests that the County grant a Conditional Use Permit to allow the applicant to replace three retaining walls within the bluff, bluff impact zone, and shore impact zone; grading, excavating and filling of approximately 103 cubic yards of material within the shore impact zone to replace stairs and construct a pervious patio in a Recreational Residential "RR" District and a Flood Plain Flood Fringe "FF" Overlay District on a Recreational Development Lake, Lake Frances. Property is located in the SW 1/4, Section 34, Elysian Township.

Kathy Brockway presented power point presentation. Wayne James, James Brothers Construction was present for application.

TOWNSHIP: Applicants notified through the application process. **DNR:** no comments
LETTERS: Joshua Mankowski, LSC Resource Specialist (see file)

PUBLIC COMMENT: None.

Discussion was held regarding: DNR issued a permit for the rip rap project below the ordinary high water level, project is necessary in order to stabilize the bluff, sloping down towards the lake, trees tipping into the water, current retaining walls have been in place for 50-60 years, failing, engineered retaining walls, tile drainage discussion at length, pervious patio placement vs. deck, placement of tile, replace existing stairways, make safer access to the lake, stone steps, types of equipment necessary for construction, parking.

Findings by majority roll call vote:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.* **Agreed**

2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. Agreed*
3. *Adequate utilities, access roads, drainage and other facilities have been provided. Agreed*
4. *Adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use. Agreed*
5. *Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. Agreed*
6. *The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance? Agreed*
7. *The Conditional Use Permit consistent with the Comprehensive Land Use Plan? Agreed*

Motion was made by Shirley Katzenmeyer to approve the application with the following conditions:

- **Work with Joshua Mankowski, LSC Resource Specialist regarding the best option for the patio or deck prior to June 27, 2017 County Board Meeting;**
- **Screening per Joshua Mankowski's letter.**

Seconded by Al Gehrke. Motion approved. Motion carried.

ITEM #3: TI ZACK CONCRETE INC, LE CENTER, MN (APPLICANT); STEVE RUTT, LE CENTER, MN (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to operate a construction company in an Agriculture "A" District. Property is located in the NE 1/4, Section 33, Lexington Township.

Kathy Brockway presented power point presentation. Steve Rutt was present for application.

TOWNSHIP: Notified through the application process. DNR: N/A LETTERS: N/A

PUBLIC COMMENT: Kathy Brockway indicated that she received 3 phone calls/office visits regarding the application, no one objected to the business however, stated that dust can be an issued.

Discussion was held regarding: Ordinance revision in 2013 to allow construction companies through the conditional use permit process within the Agricultural District, plans to add an additional shed on the property for storage, clean the property up, most work is within a 4-state region, employees commute from their homes, 5-office employees and 1 mechanic on-site daily, dust control, applied 600 ft. of dust control last year and again this year.

Findings by majority roll call vote:

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

7. *The Conditional Use Permit consistent with the Comprehensive Land Use Plan?* **Agreed**

Motion was made by Al Gehrke to approve the application with the condition: Continue dust control methods. Seconded by Doug Krenik. Motion approved. Motion carried.

ITEM #4: WARRIOR DASH (RED FROGEVENTS LLC), CHICAGO, IL (APPLICANT); RANDY VOSS, LE SUEUR, MN (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to host a special event in an Agriculture “A” District, and a Mineral Resources “MR” Overlay District. Property is located in the NE 1/4, Section 30, Sharon Township.

Kathy Brockway presented power point presentation. John Beck representing Red Frogevents was present for application.

TOWNSHIP: Notified through the application process DNR: N/A LETTERS: None

PUBLIC COMMENT: Donna Kiewatt, questioned whether they were going to be utilizing their property this year.

Discussion was held regarding: date of event, annual event, miscommunications within their Chicago office as to permitting, no significant changes from the event held in 2016, 1-day event, hours of event, medical team on-site, parking, security, traffic, attendance 6000-8000 participants with a couple thousand spectators.

Findings by majority roll call vote:

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

Motion was made by Shirley Katzenmeyer to approve the application with the following condition:

- ***Notification to the department in writing within 60-days of hosting the event each year (with date and times of the event);***
- ***The applicants shall be required to amend the conditional use permit if significant changes are made to the event such as but not limited to: number of days of event, vendors, property expansion, substantial increase in participants.***

Seconded by Pam Tietz. Motion approved. Motion carried.

Motion was made by Pam Tietz to approve the minutes from the May 11, 2017 meeting. Seconded by Don Rynda. Motion approved. Motion carried.

Election of Vice Chairperson: Doug Krenik nominated Shirley Katzenmeyer.
Pam Tietz. Seconded. Motion approved. Motion Carried.

Election of Secretary: Shirley Katzenmeyer nominated Pam Tietz. Al Gehrke Seconded. Motion approved. Motion Carried.

Motion to adjourn meeting by Al Gehrke. Seconded by Don Rynda. Motion approved. Motion carried.

Meeting Adjourned.

Respectfully submitted,
Shirley Katzenmeyer by
Kathy Brockway

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

DRAFT

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
June 27, 2017

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

The Planning Commission recommends your action on the following items:

ITEM #1: WATERVILLE SOLAR HOLDINGS LLC, MINNEAPOLIS, MN (APPLICANT); JAY & BETSY CHAMBERS, MEDFORD, MN (OWNER): Request that the County grant an extension of an existing Conditional Use Permit #16089 for the establishment of a 5 megawatt solar garden in an Agriculture "A" District. Property is located in the SE 1/4 of the SE 1/4, Section 34, Waterville Township.

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

Therefore, the Planning Commission recommends approval a 1-year extension.

ITEM #2: MIKE FINLEY, JANESVILLE, MN (APPLICANT\OWNER): Requests that the County grant a Conditional Use Permit to allow the applicant to replace three retaining walls within the bluff, bluff impact zone, and shore impact zone; grading, excavating and filling of approximately 103 cubic yards of material within the shore impact zone to replace stairs and construct a pervious patio in a Recreational Residential "RR" District and a Flood Plain Flood Fringe "FF" Overlay District on a Recreational Development Lake, Lake Frances . Property is located in the SW 1/4, Section 34, Elysian Township.

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

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

- *Work with Joshua Mankowski, LSC Resource Specialist regarding the best option for the patio or deck prior to June 27, 2017 County Board Meeting; The applicant's worked with Joshua Mankowski and decided to downsize the original requested 10x24 pervious paver patio to a 10 x 12 pervious paver patio.*
- *Screening per Joshua Mankowski's letter.*

ITEM #3: TI ZACK CONCRETE INC, LE CENTER, MN (APPLICANT); STEVE RUTT, LE CENTER, MN (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to operate a construction company in an Agriculture "A" District. Property is located in the NE 1/4, Section 33, Lexington Township.

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

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

- *Continue dust control methods.*

ITEM #4: WARRIOR DASH (RED FROGEVENTS LLC), CHICAGO, IL (APPLICANT); RANDY VOSS, LE SUEUR, MN (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to host a special event in an Agriculture "A" District, and a Mineral Resources "MR" Overlay District. Property is located in the NE 1/4, Section 30, Sharon Township

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

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

- *Notification to the department in writing within 60-days of hosting the event each year (with date and times of the event);*
- *The applicants shall be required to amend the conditional use permit if significant changes are made to the event such as but not limited to: number of days of event, vendors, property expansion, and substantial increase in participants.*

ACTION: ITEM #1: _____

ITEM #2: _____

ITEM #3: _____

ITEM #4: _____

DATE: June 22, 2017 COUNTY ADMINISTRATOR'S SIGNATURE: _____

FINDINGS OF FACT

WHEREAS, MIKE FINLEY, JANESVILLE, MN (APPLICANT/OWNER): has applied for a Conditional Use Permit to allow the replacement of three retaining walls within the bluff, bluff impact zone, and shore impact zone; grading, excavating and filling of approximately 103 cubic yards of material within the shore impact zone to replace stairs and construct a pervious patio in a Recreational Residential “RR” District and a Flood Plain Flood Fringe “FF” Overlay District on a Recreational Development Lake, Lake Frances . Property is located in the SW 1/4, Section 34, Elysian Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on June 8, 2017 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

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

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

WHEREAS, On June 27, 2017, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **APPROVED/DENIED** the Conditional Use Permit application as requested by Mike Finley.

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the June 27, 2017 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

- 1. With the imposition of the conditions, the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. With the imposition of the conditions, the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*

3. *With the imposition of the conditions, adequate utilities, access roads, drainage and other facilities have been provided.*
4. *With the imposition of the conditions, adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
5. *With the imposition of the conditions, adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
6. *With the imposition of the conditions, the Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *With the imposition of the conditions, the Conditional Use Permit consistent with the Comprehensive Land Use Plan.*

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow the replacement of three retaining walls within the bluff, bluff impact zone, and shore impact zone; grading, excavating and filling of approximately 103 cubic yards of material within the shore impact zone to replace stairs and construct a pervious patio in a Recreational Residential “RR” District and a Flood Plain Flood Fringe “FF” Overlay District on a Recreational Development Lake, Lake Frances . Property is located in the SW 1/4, Section 34, Elysian Township is **APPROVED/DENIED**.

ATTEST:

Steve Rohfling, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____

FINDINGS OF FACT

WHEREAS, TI ZACK CONCRETE INC, LE CENTER, MN (APPLICANT); STEVE RUTT, LE CENTER, MN (OWNER): has applied for a Conditional Use Permit to allow the applicant to operate a construction company in an Agriculture “A” District. Property is located in the NE 1/4, Section 33, Lexington Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on June 8, 2017 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

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

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

WHEREAS, On June 22, 2017 at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **APPROVED/DENIED** the Conditional Use Permit application as requested by **TI ZACK CONCRETE INC, LE CENTER, MN, STEVE RUTT, LE CENTER MN.**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the June 22, 2017 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. *With the imposition of the conditions, the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
2. *With the imposition of the conditions, the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*

3. *With the imposition of the conditions, adequate utilities, access roads, drainage and other facilities have been provided.*
4. *With the imposition of the conditions, adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
5. *With the imposition of the conditions, adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
6. *With the imposition of the conditions, the Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *With the imposition of the conditions, the Conditional Use Permit consistent with the Comprehensive Land Use Plan.*

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow the applicant to operate a construction company in an Agriculture "A" District. Property is located in the NE 1/4, Section 33, Lexington Township is **APPROVED/DENIED**.

ATTEST:

Steve Rohlfig, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____

FINDINGS OF FACT

WHEREAS, WARRIOR DASH (RED FROGEVENTS LLC), CHICAGO, IL (APPLICANT); RANDY VOSS, LE SUEUR, MN (OWNER): has applied for a Conditional Use Permit to host a special event in an Agriculture “A” District, and a Mineral Resources “MR” Overlay District. Property is located in the NE 1/4, Section 30, Sharon Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on June 08, 2017 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

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

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

WHEREAS, On June 22, 2017, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by **WARRIOR DASH (RED FROGEVENTS LLC), CHICAGO, IL (APPLICANT); RANDY VOSS, LE SUEUR, MN (OWNER).**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the June 22, 2017 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. *With the imposition of the conditions, the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
2. *With the imposition of the conditions, the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *With the imposition of the conditions, adequate utilities, access roads, drainage and other*

facilities have been provided.

4. *With the imposition of the conditions, adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
5. *With the imposition of the conditions, adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
6. *With the imposition of the conditions, the Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *With the imposition of the conditions, the Conditional Use Permit consistent with the Comprehensive Land Use Plan.*

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to host a special event in an Agriculture “A” District, and a Mineral Resources “MR” Overlay District. Property is located in the NE 1/4, Section 30, Sharon Township **is** **APPROVED/DENIED.**

ATTEST:

Steve Rohlffing, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____



Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 4

9:35 a.m. Human Resources (5 min)

Staff Contact:



Human Resources

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

HUMAN RESOURCES AGENDA ITEMS June 27, 2017

Recommendation to grant regular status to Briana Bastyr, full time Registered Dietician/WIC Coordinator in Public Health, effective June 19, 2017. Briana has completed the six-month probationary period.

Recommendation to grant regular status to Austin Buss, full time Correctional Officer/Dispatcher in the Sheriff's Office, effective June 22, 2017. Austin has completed the one-year probationary period.

Recommendation to accept the resignation request from Miranda Krenske, part time Correctional Officer/Dispatcher in the Sheriff's Office, effective June 5, 2017.

Recommend to advertise for a part time Correctional Officer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.94 per hour.

Recommendation to accept the resignation request from Lindsey Ayers, part time Home Health Aide in Public Health, effective June 9, 2017.

Recommendation to accept the resignation request from Mary Lynn Schatz, full time Registered Nurse in Public Health, effective July 21, 2017.

Recommendation to post and advertise for a full time Public Health Nurse in Public Health, as a Grade 11, Step 1 at \$24.01 per hour.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 5

9:40 a.m. Joshua Mankowski, Environmental Resources Specialist (10 min)

Gravel Tax Project, CLIMB Theatre Update

Staff Contact:



Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 6

9:50 a.m. Jeff Neisen, IT Director (15 min)

RE: Zix Update/review

Staff Contact: Jeff Neisen



Pricing Proposal
Quotation #: 13680631
Created On: 6/21/2017
Valid Until: 7/21/2017

Le Sueur County

Jeff Neisen
88 South Park Avenue
Le Center, MN 56057
United States
Phone: 507.357.2251 ext 286
Fax:
Email: jneisen@co.le-sueur.mn.us

Inside Account Executive

Stephanie Hawley
290 Davidson Ave
Somerset, NJ 08873
Phone: (732) 652-0332
Fax: (732) 564-8078
Email: Stephanie_Hawley@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Fortinet FortiMail 400E - Security appliance - with 1 year FortiCare 8X5 Enhanced Support + 1 year FortiGuard - 4 ports - GigE - 1U - rack-mountable Fortinet - Part#: FML-400E-BDL	1	\$9,768.00	\$9,768.00
2 Fortinet FortiMail 400E - UTM Bundle - security appliance - with 3 years FortiCare 8X5 Enhanced Support + 3 years FortiGuard - 10Mb LAN, 100Mb LAN, GigE - 1U - rack-mountable Fortinet - Part#: FML-400E-BDL-954-36	1	\$12,961.00	\$12,961.00
Subtotal			\$22,729.00
Total			\$22,729.00

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Pricing Proposal
Quotation #: 13666193
Created On: 6/20/2017
Valid Until: 7/31/2017

Le Sueur County

Inside Account Executive

Jeff Neisen
88 South Park Avenue
Le Center, MN 56057
United States
Phone: 507.357.2251 ext 286
Fax:
Email: jneisen@co.le-sueur.mn.us

Stephanie Hawley
290 Davidson Ave
Somerset, NJ 08873
Phone: (732) 652-0332
Fax: (732) 564-8078
Email: Stephanie_Hawley@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ZixGateway Virtual Solution Up to 299 users Zix Corporation - Part#: 104201-299-3 Note: **Cost For Year 1**	1	\$6,280.00	\$6,280.00
2 ZixGateway Virtual Solution Up to 299 users Zix Corporation - Part#: 104201-299-3 Note: **Cost For Year 2**	1	\$8,951.00	\$8,951.00
3 ZixGateway Virtual Solution Up to 299 users Zix Corporation - Part#: 104201-299-3 Note: **Cost For Year 3**	1	\$8,951.00	\$8,951.00
Subtotal			\$24,182.00
Total			\$24,182.00

Additional Comments

- SHI International Corp. quote proposal is valid through the expiration date listed above.
- The pricing offered on this quote proposal is based on Net 30 Terms, unless there is an existing agreement between SHI and the customer.
- The Products offered under this quote proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy unless there is an existing agreement between SHI and the Customer.
- All purchase orders or awards received in response to SHI's quotation are subject to SHI's Terms and Conditions of Sale, unless there is an existing agreement between SHI and the Customer.
- Available quantities reflect stock at the time of quotation and are not guaranteed availability at time of order.
- Freight cost, if applicable, is an estimate for planning purposes only and the actual freight amount will be displayed on the final invoice.
- Tax calculation, if applicable, is an estimate for planning purposes only and actual tax will be displayed on the final invoice.
- When issuing a PO to SHI please include applicable Contract Number, if any, SHI Quote Number, End-user Name, Email and Phone Number
- SHI International Corp. is 100% Minority Owned; Woman Owned Business TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is

Jan 3 Pricing	\$34,443.00
Zix	\$34,443.00
Fortimail	\$12,961.00

June Pricing	Zix	\$24,182.00
	Fortimail	\$12,961.00

Budget for 3 years as shown on quote



Pricing Proposal
Quotation #: 12601018
Created On: 11/30/2016
Valid Until: 12/30/2016

Le Sueur County

Jeff Neisen

88 South Park Avenue
Le Center, MN 56057
United States
Phone: 507.357.2251 ext 286
Fax:
Email: jneisen@co.le-sueur.mn.us

Inside Account Executive

Bill Scioscia

300 Davidson Ave.
Somerset, NJ 08873
Phone: 732-564-8554
Fax: 732-564-8224
Email: Bill_Scioscia@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ZixGateway Virtual Solution Up to 299 users Zix Corporation - Part#: 104201-299-3 Note: **Cost For Year 1**	1	\$6,280.00	\$6,280.00
2 ZixGateway Virtual Solution Up to 299 users Zix Corporation - Part#: 104201-299-3 Note: **Cost For Year 2**	1	\$9,234.00	\$9,234.00
3 ZixGateway Virtual Solution Up to 299 users Zix Corporation - Part#: 104201-299-3 Note: **Cost For Year 3**	1	\$9,234.00	\$9,234.00
Subtotal			\$24,748.00
Total			\$24,748.00

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



Pricing Proposal
Quotation #: 12611358
Created On: 12/1/2016
Valid Until: 12/31/2016

Le Sueur County

Jeff Neisen

88 South Park Avenue
Le Center, MN 56057
United States
Phone: 507.357.2251 ext 286
Fax:
Email: jneisen@co.le-sueur.mn.us

Inside Account Executive

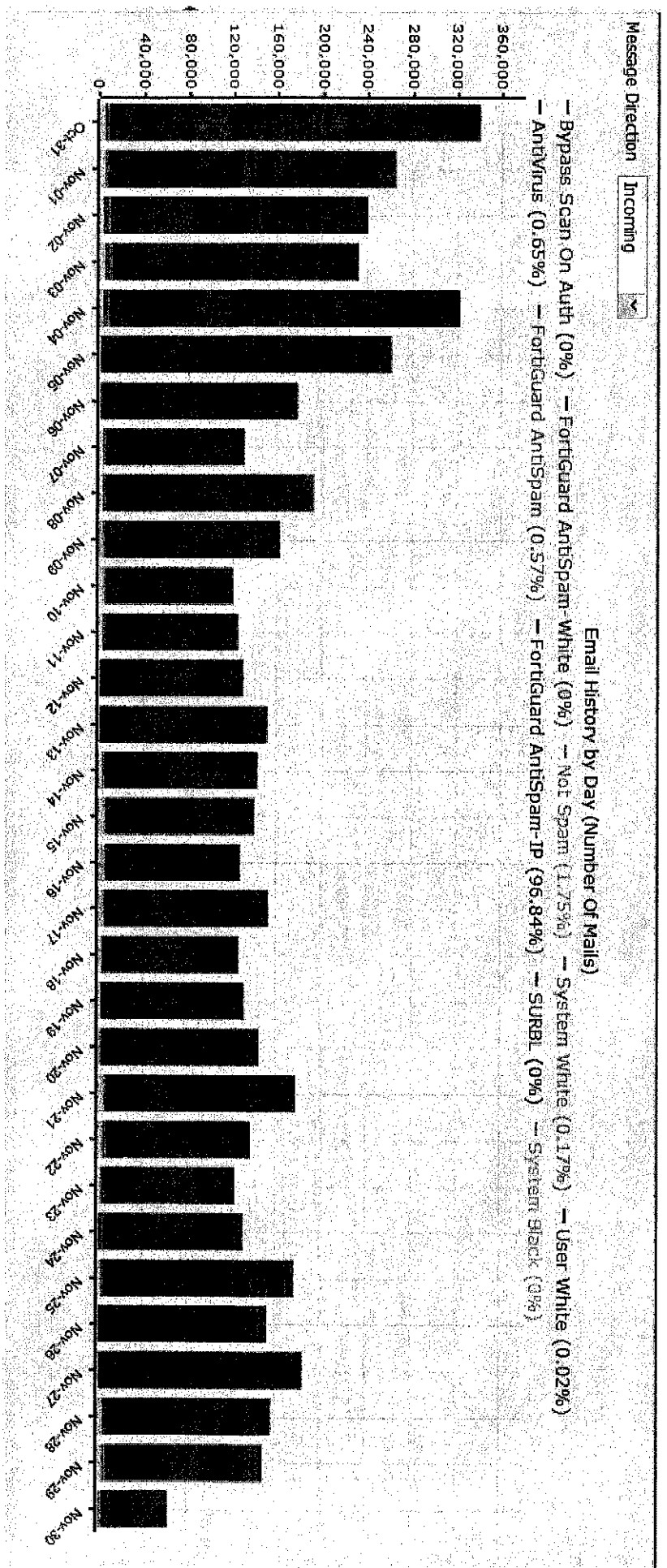
Bill Scioscia

300 Davidson Ave.
Somerset, NJ 08873
Phone: 732-564-8554
Fax: 732-564-8224
Email: Bill_Scioscia@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Sophos Cloud Endpoint Advanced - Subscription license (1 year) - 1 user - volume, GOV - 200-499 licenses Sophos - Part#: CEAI1GSAA	277	\$18.00	\$4,986.00
2 Sophos Cloud Endpoint Advanced - Subscription license (3 years) - 1 user - volume, GOV - 200-499 licenses Sophos - Part#: CEAI3GSAA	277	\$35.00	\$9,695.00
Subtotal			\$14,681.00
Total			\$14,681.00

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.





Pricing Proposal
Quotation #: 12624738
Created On: 12/5/2016
Valid Until: 12/31/2016

Le Sueur County

Jeff Neisen

88 South Park Avenue
Le Center, MN 56057
United States
Phone: 507.357.2251 ext 286
Fax:
Email: jneisen@co.le-sueur.mn.us

Inside Account Executive

Bill Scioscia

300 Davidson Ave.
Somerset, NJ 08873
Phone: 732-564-8554
Fax: 732-564-8224
Email: Bill_Scioscia@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Fortinet FortiMail 400E - Security appliance - with 1 year FortiCare 8X5 Enhanced Support + 1 year FortiGuard - 4 ports - 10Mb LAN, 100Mb LAN, GigE - 1U - rack-mountable Fortinet - Part#: FML-400E-BDL	1	\$8,766.00	\$8,766.00
2 Fortinet FortiMail 400E - UTM Bundle - security appliance - with 3 years FortiCare 8X5 Enhanced Support + 3 years FortiGuard - 10Mb LAN, 100Mb LAN, GigE - 1U - rack-mountable Fortinet - Part#: FML-400E-BDL-954-36	1	\$12,961.00	\$12,961.00
Subtotal			\$21,727.00
Total			\$21,727.00

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Zix Cost	
3 Year license	\$24,748.00
3 Year Anti-Spam	<u>\$9,695.00</u>
Total	\$34,443.00

Fortimail	
3 Year license, includes Anti Spam software	\$12,961.00



Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 7

10:05 a.m. CLOSED SESSION

Develop or consider offers or counteroffers for the purchase or sale of real or personal property, Parcel ID 01.103.7600 per Mn Stat 13D.05 Subd 3 (c) (3)

Staff Contact:



Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 8

10:30 a.m. Darrell Pettis, County Administrator/Engineer

RE: County Credit Card Request for Nancy Domonoske

RE: Alan Davis Repurchase Application

RE: Orders Amending Viewers on CD 18 and 63

RE: APX Construction Contract for Le Sueur Shop

RE: Treatment Court Contract Amendment

RE: Ordinance

Staff Contact:

STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR LE SUEUR COUNTY DITCH 18

The matter of the request for the
Redetermination of Benefits for Le Sueur
County Ditch 18

**Order Amending Viewer
Appointment**

Commissioner _____ made a motion to adopt the following Order:

WHEREAS, on September 27, 2016, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 18, adopted findings and an order initiating a redetermination of benefits for LCD 18; and

WHEREAS, the Board reserved appointment of viewers to a subsequent order based on the availability of viewers to perform the redetermination of benefits; and

WHEREAS, the Board has identified and appointed viewers available to perform viewing duties as Tom Mahoney, Dan Ruby and Gary Ewert, with Ron Ringquist as alternate viewer /consultant, to redetermine and report the benefits and damages for LCD 18.

WHEREAS, on March 21, 2017, the Board appointed Greg Tusa as an alternate viewer to redetermine and report the benefits and damages for LCD 18.

THEREFORE, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 18, amends its order initiating a redetermination of benefits for LCD 18 as follows:

ORDER

IT IS HEREBY ORDERED that Bill Anderson be appointed as an alternate viewer to redetermine and report the benefits and damages for LCD 18.

[26666-0001/2447672/1]

1

The motion was seconded by Commissioner _____, and after discussion, the Order was approved by a vote of ____ yes and ____ no.

Dated this 27 day of June, 2017.

LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY
DITCH 18

By _____
Chairperson

STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR LE SUEUR COUNTY DITCH 63

The matter of the request for the
Redetermination of Benefits for Le Sueur
County Ditch 63

**Order Amending Viewer
Appointment**

Commissioner _____ made a motion to adopt the following Order:

WHEREAS, on September 27, 2016, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 63, adopted findings and an order initiating a redetermination of benefits for LCD 63; and

WHEREAS, the Board reserved appointment of viewers to a subsequent order based on the availability of viewers to perform the redetermination of benefits; and

WHEREAS, the Board has identified and appointed viewers available to perform viewing duties as Tom Mahoney, Dan Ruby and Gary Ewert, with Ron Ringquist as alternate viewer /consultant, to redetermine and report the benefits and damages for LCD 63.

WHEREAS, on March 21, 2017, the Board appointed Greg Tusa as an alternate viewer to redetermine and report the benefits and damages for LCD 63.

THEREFORE, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 63, amends its order initiating a redetermination of benefits for LCD 63 as follows:

ORDER

IT IS HEREBY ORDERED that Bill Anderson be appointed as an alternate viewer to redetermine and report the benefits and damages for LCD 63.

[26666-0002/2447542/1]

1

The motion was seconded by Commissioner _____, and after discussion, the
Order was approved by a vote of ____ yes and ____ no.

Dated this 27 day of June, 2017.

LE SUEUR COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY
DITCH 63

By _____
Chairperson

AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-second day of May in the year Two thousand seventeen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

LeSueur County
88 South Park Ave
LeCenter MN 56057

and the Contractor:

(Name, legal status, address and other information)

APX Construction Group, LLC
1820 Willow Street
Mankato, MN 56001

for the following Project:

(Name, location and detailed description)

1080R0064.000-LeSueur County Highway Maintenance Building
1219 Hazel Street, LeSueur, MN
Demolition of existing maintenance building and construction of new maintenance building.

The Architect:

(Name, legal status, address and other information)

Widseth Smith Nolting, Rochester
3777 40th Ave NW, Suite 200
Rochester MN 55901
Telephone Number: 507-292-8743
Fax Number: 507-292-8746

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(3B9ADA2D)

1

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

June 5, 2017

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

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(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: November 1, 2017

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
None	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be as follows (\$), subject to additions and deductions as provided in the Contract Documents.

Labor: Four Hundred Sixty Seven Thousand dollars (\$467,000.00)

Materials: Five Hundred Twenty One Thousand dollars (\$521,000.00).

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None.		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
None	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

None

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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3

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.1

Applications for Payment shall be submitted for each Labor and tax exempt Materials according to Article 4, therefore two Applications shall be submitted for each period of work: 1) Labor, 2) tax exempt Materials.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% on each labor and materials

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

None

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1 % monthly

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

None.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Darrell Pettis
LeSueur County 88 S Park Ave Le Center MN 56057
Telephone Number: 507-357-2251

Email Address: dpettis@co.le-sueur.mn.us

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6

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Joey Barr
APX Construction Group PO Box 36661820 Willow Street Mankato MN 56001
Telephone Number: 507-387-6836
Fax Number: 507-387-1169
Mobile Number: 507-508-5312
Email Address: joey@apzconstructiongroup.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. Insurance coverage shall meet or exceed those limits set forth in Section 00 7200 of the specifications.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

None.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
As indicated in Section 00 0115 of the Specifications, attached hereto.		

.6 Specifications

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Section	Title	Date	Pages
As indicated in Section 00 0110 of the Specifications, attached hereto.			

.7 Addenda, if any:

Number	Date	Pages
Addendum 2	May 18, 2017	5
Addendum 1	May 16, 2017	23

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
None		

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pag
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Bid Form and all attachments as submitted by APX Construction Group, LLC, May 22, 2017, 8 pages, attached hereto.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

Ryan Evenson

CONTRACTOR (Signature)

Ryan Evenson, President

(Printed name and title)

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PAGE 1

...

LeSueur County
88 South Park Ave
LeCenter MN 56057

...

APX Construction Group, LLC
1820 Willow Street
Mankato, MN 56001

...

1080R0064.000-LeSueur County Highway Maintenance Building
1219 Hazel Street, LeSueur, MN
Demolition of existing maintenance building and construction of new maintenance building.

...

Widseth Smith Nolting, Rochester
3777 40th Ave NW, Suite 200
Rochester MN 55901
Telephone Number: 507-292-8743
Fax Number: 507-292-8746

PAGE 2

[☒] Established as follows:

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...

June 5, 2017

PAGE 3

[X] By the following date: November 1, 2017

...

None

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be as follows (\$), subject to additions and deductions as provided in the Contract Documents.

...

Labor: Four Hundred Sixty Seven Thousand dollars

...

(\$467,000.00)

...

Materials: Five Hundred Twenty One Thousand dollars (\$521,000.00).

...

None

...

None.

...

None

...

None

...

None

PAGE 4

None

...

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2

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifteenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

§ 5.1.4.1

...

Applications for Payment shall be submitted for each Labor and tax exempt Materials according to Article 4, therefore two Applications shall be submitted for each period of work: 1) Labor, 2) tax exempt Materials.

PAGE 5

5% on each labor and materials

...

None

...

None

...

None

...

1 % monthly

PAGE 6

☒ [X] Litigation in a court of competent jurisdiction

...

None.

...

Darrell Pettis
LeSueur County 88 S Park Ave Le Center MN 56057
Telephone Number: 507-357-2251

Email Address: dpettis@co.le-sueur.mn.us

PAGE 7

Joey Barr
APX Construction Group PO Box 36661820 Willow Street Mankato MN 56001

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Telephone Number: 507-387-6836
Fax Number: 507-387-1169
Mobile Number: 507-508-5312
Email Address: joey@apzconstructiongroup.com

...

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. Insurance coverage shall meet or exceed those limits set forth in Section 00 7200 of the specifications.

...

None.

...

As indicated in Section 00 0115 of the Specifications, attached hereto.

PAGE 8

As indicated in Section 00 0110 of the Specifications, attached hereto.

...

<u>Addendum 2</u>	<u>May 18, 2017</u>	<u>5</u>
<u>Addendum 1</u>	<u>May 16, 2017</u>	<u>23</u>

...

None

...

Document	Title	Date	Pages
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...

Bid Form and all attachments as submitted by APX Construction Group, LLC, May 22, 2017, 8 pages, attached hereto.

...

Ryan Evenson, President

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4

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:39:07 on 06/21/2017 under Order No. 8851177159 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Administrative Assistant, Widseth Smith Nolting
(Title)

July 21, 2017
(Dated)

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1

**SECTION 00 0110
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00 0105 - Certifications Page
- B. 00 0110 - Table of Contents
- C. 00 0115 - List of Drawing Sheets
- D. 00 0130 - Project Information
- E. 00 1113 - Advertisement for Bids
- F. 00 2113 - Instructions to Bidders
- G. 00 3100 - Available Project Information
- H. 00 4100 - Bid Form
- I. 00 4114 - Responsible Contractor Verification and Certification of Compliance
- J. 00 4325 - Substitution Request Form
- K. 00 4335 - Attachment A-1 First-Tier Subcontractors List
- L. 00 4335.1 - Attachment A-2 Additional Subcontractors List
- M. 00 4336 - Proposed Subcontractors Form
- N. 00 7200 - General Conditions
- O. General Conditions for the Contract for Construction AIA Document A201-2007

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 1000 - Summary
- B. 01 2000 - Price and Payment Procedures
- C. 01 3000 - Administrative Requirements
- D. 01 4000 - Quality Requirements
- E. 01 5000 - Temporary Facilities and Controls
- F. 01 5100 - Temporary Utilities
- G. 01 5713 - Temporary Erosion and Sediment Control
- H. 01 6000 - Product Requirements
- I. 01 7000 - Execution and Closeout Requirements
- J. 01 7800 - Closeout Submittals

2.02 DIVISION 02 -- EXISTING CONDITIONS

- A. 02 4100 - Demolition
- B. 02 6500 - Removal and Disposal of Existing Underground Storage Tank

2.03 DIVISION 03 -- CONCRETE

- A. 03 3000 - Cast-in-Place Concrete

2.04 DIVISION 05 -- METALS

- A. 05 5000 - Metal Fabrications
- B. 05 5213 - Pipe and Tube Railings

2.05 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

- A. 06 1000 - Rough Carpentry
- B. 06 1753 - Shop-Fabricated Wood Trusses

1080R0064.000-LeSueur County
Hwy Maint Bldg

00 0110 - 1

TABLE OF CONTENTS

- C. 06 2000 - Finish Carpentry
- D. 06 4100 - Architectural Wood Casework

2.06 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- A. 07 2100 - Thermal Insulation
- B. 07 6200 - Sheet Metal Flashing and Trim
- C. 07 9005 - Joint Sealers

2.07 DIVISION 08 -- OPENINGS

- A. 08 1113 - Hollow Metal Doors and Frames
- B. 08 1416 - Flush Wood Doors
- C. 08 3613 - Sectional Doors
- D. 08 5113 - Aluminum Windows
- E. 08 7100 - Door Hardware
- F. 08 8000 - Glazing

2.08 DIVISION 09 -- FINISHES

- A. 09 2116 - Gypsum Board Assemblies
- B. 09 5100 - Acoustical Ceilings
- C. 09 6500 - Resilient Flooring Base
- D. 09 7733 - Glass Fiber Reinforced Plastic Panels
- E. 09 9000 - Painting and Coating

2.09 DIVISION 10 -- SPECIALTIES

- A. 10 1124 - Tackable Wall Systems
- B. 10 1400 - Signage
- C. 10 2800 - Toilet, Bath, and Laundry Accessories
- D. 10 4400 - Fire Protection Specialties
- E. 10 5100 - Lockers

2.10 DIVISION 13 -- SPECIAL CONSTRUCTION

- A. 13 3419 - Metal Building Systems

2.11 DIVISION 21 -- FIRE SUPPRESSION

- A. 21 0500 - Common Work Results for Fire Suppression
- B. 21 0553 - Identification for Fire Suppression Piping and Equipment
- C. 21 1300 - Fire-Suppression Sprinklers

2.12 DIVISION 22 -- PLUMBING

- A. 22 0553 - Identification for Plumbing Piping and Equipment
- B. 22 0717 - Piping Safety Covers
- C. 22 0719 - Plumbing Piping Insulation
- D. 22 1005 - Plumbing Piping
- E. 22 1006 - Plumbing Piping Specialties
- F. 22 1500 - General-Service Compressed-Air Systems
- G. 22 3000 - Plumbing Equipment
- H. 22 4000 - Plumbing Fixtures

2.13 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

- A. 23 0553 - Identification for HVAC Piping and Equipment
- B. 23 0593 - Testing, Adjusting, and Balancing for HVAC
- C. 23 0713 - Duct Insulation
- D. 23 0719 - HVAC Piping Insulation
- E. 23 0912 - CO / NO2 Sensors
- F. 23 0913 - Instrumentation and Control Devices for HVAC
- G. 23 0993 - Sequence of Operations for HVAC Controls
- H. 23 3100 - HVAC Ducts and Casings
- I. 23 3300 - Air Duct Accessories
- J. 23 3423 - Power Ventilators
- K. 23 3700 - Air Outlets and Inlets
- L. 23 5533 - Fuel-Fired Unit Heaters
- M. 23 8127 - Small Split-System Heating and Cooling

2.14 DIVISION 26 -- ELECTRICAL

- A. 26 0519 - Low-Voltage Electrical Power Conductors and Cables
- B. 26 0526 - Grounding and Bonding for Electrical Systems
- C. 26 0529 - Hangers and Supports for Electrical Systems
- D. 26 0534 - Conduit
- E. 26 0537 - Boxes
- F. 26 0553 - Identification for Electrical Systems
- G. 26 0919 - Enclosed Contactors
- H. 26 0923 - Lighting Control Devices
- I. 26 2100 - Low-Voltage Electrical Service Entrance
- J. 26 2416 - Panelboards
- K. 26 2717 - Equipment Wiring
- L. 26 2726 - Wiring Devices
- M. 26 2813 - Fuses
- N. 26 2817 - Enclosed Circuit Breakers
- O. 26 2818 - Enclosed Switches
- P. 26 2913 - Enclosed Controllers
- Q. 26 4300 - Surge Protective Devices
- R. 26 5100 - Interior Lighting
- S. 26 5600 - Exterior Lighting

2.15 DIVISION 27 -- COMMUNICATIONS

- A. 27 1005 - Structured Cabling for Voice and Data - Inside-Plant

2.16 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

- A. 28 3100 - Fire Detection and Alarm

2.17 DIVISION 31 -- EARTHWORK

- A. 31 1000 - Clearing & Grubbing
- B. 31 2200 - Grading
- C. 31 2313 - Subgrade Preparation

- D. 31 2316 - Excavation
- E. 31 2316.13 - Trenching
- F. 31 2323 - Fill

2.18 DIVISION 32 -- EXTERIOR IMPROVEMENTS

- A. 32 1123 - Aggregate Base Courses
- B. 32 1216 - Asphalt Paving
- C. 32 1600 - Curbs, Gutters, Sidewalks, and Driveways.
- D. 32 1723.13 - Painted Pavement Markings
- E. 32 9219 - Seeding

2.19 DIVISION 33 -- UTILITIES

- A. 33 5613 - Above Ground Fuel Storage Tanks

END OF SECTION

SECTION 00 0115
LIST OF DRAWING SHEETS

1.01 GENERAL

- A. G 1.1 COVER PAGE
- B. G 1.2 CODE INFORMATION
- C. G 1.3 CODE INFORMATION
- D. LS1.1 CODE INFORMATION / LIFE SAFETY PLAN

1.02 CIVIL

- A. C1.0 STANDARD DETAILS
- B. C1.1 STANDARD DETAILS
- C. C2.0 REMOVAL PLANS
- D. C3.0 SITE AND UTILITY PLAN
- E. C 4.0 GRADING AND EROSION CONTROL PLAN

1.03 ARCHITECTURAL

- A. A0.1 BLDG. DEMO PLAN
- B. A1.1 FIRST FLOOR PLAN
- C. A3.1 REFLECTED CEILING PLAN & ROOF PLAN
- D. A4.1 BUILDING ELEVATIONS
- E. A5.1 BUILDING SECTIONS
- F. A8.1 DETAILS
- G. A9.1 DOOR & WINDOW SCHEDULES AND TYPES
- H. SS1.1 SALT SHED PLANS
- I. SS4.1 SALT SHED ELEVATION

1.04 STRUCTURAL

- A. S1.1 FOUNDATION PLAN
- B. S1.2 FRAMING PLAN
- C. S2.1 FOUNDATION DETAILS AND NOTES

1.05 MECHANICAL

- A. M1.1 UNDER FLOOR PLUMBING PLAN
- B. M1.2 ABOVE FLOOR PLUMBING PLAN
- C. M1.3 SANITARY WASTE & VENT ISOMETRIC
- D. M1.4 DOMESTIC WATER ISOMETRIC
- E. M2.1 HVAC PLAN
- F. M2.2 MECHANICAL ELEVATIONS
- G. M3.1 MEZZANINE PIPING PLAN
- H. M4.1 MECHANICAL ROOF PLAN
- I. M5.1 MECHANICAL DETAILS
- J. ME1.1 SCHEDULES
- K. ME1.2 SCHEDULES

1.06 ELECTRICAL

- A. E1.0 LIGHTING PLAN - FIRST FLOOR

1080R0064.000-LeSueur County
Hwy Maint Bldg

00 0115 - 1

LIST OF DRAWING SHEETS

- B. E2.0 POWER AND COMM. PLAN - FIRST FLOOR
- C. E3.0 SALT SHED
- D. E4.0 SCHEDULES AND DETAILS

END OF SECTION

**SECTION 00 4100
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. LeSueur County (Owner)
Ms. Pam Simonette, LeSueur County Auditor-Treasurer
88 South Park Ave
LeCenter MN 56057

1.02 FOR:

- A. Project: 1080R0064.000-LeSueur County Hwy Maint Bldg
1. 1219 Hazel St
2. LeSueur, MN

1.03 DATE: 5-22-17 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Apex Construction Group, Inc.
1. Address 1820 Willow St.
2. City, State, Zip Mankato, MN 56001

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Widseth Smith Nolting & Associates, Inc., 3777 40th Ave NW, Suite 200, Rochester, MN 55901 for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
1. Base Bid - **Material**: Bidder agrees to perform the work described and shown on the Drawings and in the Project Manual for the sum of:
four hundred sixty seven thousand dollars
(\$ 467,000), in lawful money of the United States of America.
 2. Base Bid - **Labor**: Bidder agrees to perform the work described and shown on the Drawings and in the Project Manual for the sum of:
five hundred twenty one thousand dollars
(\$ 521,000), in lawful money of the United States of America.
- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
1. The cost of the required performance assurance bonds is nine thousand eight hundred dollars (\$ 9,800), in lawful money of the United States of America.
- D. All applicable federal taxes are included and State of MN taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by

1080R0064.000-LeSueur County
Hwy Maint Bldg

00 4100 - 1

BID FORM

reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
B. Complete the Work by the 1st day of November 2017.

1.08 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 5 percent overhead and profit on the net cost of our own Work;
2. 10 percent on the cost of work done by any Subcontractor.
B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 2% of the overhead and profit percentage noted above.

1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated 5-16-17
2. Addendum # 2 Dated 5-18-17

1.10 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Document 00 4114 - Responsible Contractor Verification and Certification of Compliance
2. Document 00 4335 - Attachment A-1 First -Tier Subcontractor List
3. Document 00 4335.1 - Attachment A-2 Additional Subcontractor List
4. Document 00 4336 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

1.11 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
B. APX Construction Group, LLC
C. (Bidder - print the full name of your firm)
D. was hereunto affixed in the presence of:
E. [Signature], President
F. (Authorized signing officer, Title)
G. (Seal)
H. _____
I. (Authorized signing officer, Title)

1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF BID FORM

SECTION 00 41 14
ATTACHMENT A
RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** "...any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project."

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with the Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |
| (3) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*</p> |

(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	<p>The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*</p> <p>* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.</p>
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar the contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting Attachments A and A-1 verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification, see Section 00 43 36 for Attachment A-2, confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

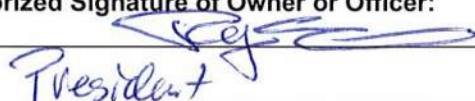
A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02 paragraph (h)

CERTIFICATION

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: 	Printed Name: RYAN EVENSON
Title: President	Date: 5-22-17
Company Name: APX Construction Group, LLC	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

END OF SECTION

Bid Bond

CONTRACTOR:

APX Construction Group, LLC
1820 Willow Street
Mankato MN 56001

SURETY:

Merchants Bonding Company

6700 Westown Parkway, West Des Moines, IA 50226

OWNER:

Le Sueur County

88 S. Park Ave.
Le Sueur MN 56058

BOND AMOUNT: 5 % of accompanying bid. (\$ 5 % of bid)

PROJECT: Le Sueur County Highway Maintenance Building

Demo of 3200 SF Building and Construction of a 6300 SF Building and 3456 SF Salt Shed

Location: Le Sueur, MN

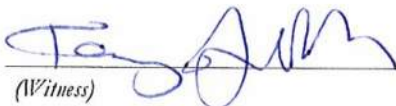
Project # 1080R0064.000

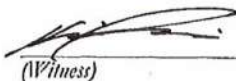
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of May, 2017


(Witness)


(Witness)


APX Construction Group, LLC

(Principal)


Project Manager
(Title)

Merchants Bonding Company

(Surety)


(Title) Kerri Hatton-Rudnik, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

1

ACKNOWLEDGEMENT OF SURETY

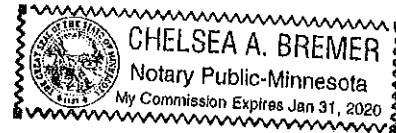
State of Minnesota

County of Hennepin

On this the 16th day of May, 2017, before me, Chelsea A. Bremer
Notary Public, personally appeared Kerri Hatton-Rudnik, personally known to me to be the
person whose name is subscribed to the within instrument and acknowledged to me all that he/she executed
the same in his/her authorized capacities, and that by his/her signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Chelsea A. Bremer (Seal)



MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Chelsea A Bremer; David G Olson; David J Rudnik; Janet Rudnik; Kerri Hatton-Rudnik

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



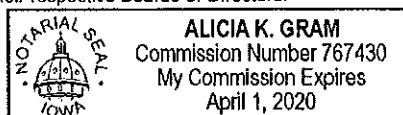
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of May, 2017.



William Warner Jr.
Secretary

POA 0018 (3/17)

AMENDMENT NO.1 TO CONTRACT NO.123185

Between

District 1

First Judicial District Administration, 1620 S Frontage Rd, Ste 200, Hastings, MN 55033

And

LESUEUR COUNTY

88 S Park Ave, Le Center MN 56057

Contract start date: 3/31/2017

Total contract amount: \$4,946.65

Original Expiration date: 6/30/2017

Original contract amount: \$4,946.65

Amended Contract Expiration Date: 6/30/2017

Current amendment: \$4,946.65

THIS AMENDMENT is by and between the State of Minnesota, acting through its District 1, First Judicial District Administration, 1620 S Frontage Rd, Ste 200, Hastings, MN 55033

(Hereinafter "STATE"), and LESUEUR COUNTY ,88 S Park Ave, Le Center MN 56057 (hereinafter "CONTRACTOR").

Recitals

1. The STATE previously entered into contract number 123185 dated 3/31/2017 with CONTRACTOR to provide grant money for Treatment Court staff for mileage, conference costs, drug testing supplies and testing services.
2. The CONTRACTOR requires to reallocate funds. The Contract and any previous amendments are incorporated into this amendment by reference.
3. The STATE and CONTRACTOR are willing to amend the Contract as stated below.

Contract Amendment

In this Amendment, deleted terms will be struck out and added terms will be underlined, except where described otherwise.

REVISION 1.

Original Request	
Mileage for State Drug Court Conference June 7-9: 110 miles round trip X 13 trips X \$.535	\$765.05
Hotel Room State Drug Court Conference 4 team members X 2 nights X \$165.70 night.	\$1,325.60
Drug Testing Supplies: 2 boxes of 25 10-panel drug tests from Cordant (\$146 X 2)	\$292.00
Drug Testing Supplies: 2 boxes of on-site 11-panel oral swab drug tests from Cordant (\$269.50 each X 2)	\$539.00
Cordant Drug Test Services - \$20.25/collection, screen & confirmation X 100	\$2,025.00
Total	\$4,946.65
Revised Request	
Mileage for 3 Drug Court Staff Members	\$1,398.15
Conference Expenses	\$310.00
Drug Testing Supplies: 2 boxes of 25 10-panel drug tests from Cordant (\$146 X 2)	\$292.00
Drug Testing Supplies: 2 boxes of on-site 11-panel oral swab drug tests from Cordant (\$269.50 each X 2)	\$539.00
Cordant Drug Test Services	\$2,407.50
Total	\$4,946.65

EFFECTIVE DATE: This Amendment No. 1 shall not be effective until approved as to form and execution by the STATE's Legal Counsel Division and upon such approval the effective date shall be deem to be 6/21/2017

Except as amended herein, the terms and conditions of the Contract and all previous amendments remain in full force and effect.

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR As required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute)

By

Title

Date

2. STATE:

Person signing certifies that applicable procurement policies have been followed. Where contract and amendments exceed \$50,000, signature of State Court Administrator or her/his Deputy is also required.

3. Funds have been encumbered as required by State Court Finance policy by:

4. Chief Justice of the Minnesota Supreme Court
(Per policy for procurement exceeding \$500,000)

5. Approved as to form and execution for STATE by:

**RESOLUTION OF THE LE SUEUR COUNTY
BOARD OF COMMISSIONERS**

Regulating the Use of
ATV's, Golf Carts and Mini Trucks
on County Highways

BE IT AND IT IS HEREBY RESOLVED, By the Le Sueur County Board of Commissioners, County of Le Sueur, State of Minnesota, under authority provided in Minn. Stat. § 169.045, do ordain:

An Ordinance regulating the use and operation of motorized golf carts, four-wheel all-terrain vehicles, and mini trucks on portions of designated roadways under the County's jurisdiction be and hereby is established as follows:

SECTION I - PURPOSE

The purpose of this Ordinance is to provide authority for the use of more fuel efficient and cost effective vehicles on county roads which are located within cities or towns that adopt an Ordinance establishing standards and permitting the use of such vehicles on designated roadways within its jurisdiction pursuant to the authority granted by Minn. Stat. § 169.045.

SECTION II - SCOPE

This Ordinance shall provide for the authorization of the operation of motorized golf carts, four-wheel all-terrain vehicles, or mini trucks on portions of county roadways which are located within the jurisdictional boundaries of cities or towns that have adopted an Ordinance permitting the use of such vehicles as allowed by Minnesota law.

SECTION III - AUTHORITY

This Ordinance is enacted pursuant to Minnesota Statute § 169.045 which establishes the authority of the County to authorize by Ordinance the operation of motorized golf carts, four-wheel all-terrain vehicles, or mini trucks on designated portions of county roadways under its jurisdiction.

SECTION IV - DEFINITIONS

For the purpose of this Ordinance, the following definitions will apply:

- 4.1 Designated Roadway means that portion of county roads or county state-aid highways within Le Sueur County which are located within the jurisdictional boundaries of a city or town that has enacted an Ordinance authorizing, providing standards, and establishing a permitting process for the use of motorized golf carts, four-wheel all-terrain vehicles, or mini trucks on roadways under its jurisdiction pursuant to Minn. Stat. § 169.045.
- 4.2 Four-wheel all-terrain vehicle means a motorized floatation-tired vehicle with four low-pressure tires that is limited in engine displacement of less than 800 cubic centimeters

and has a total dry weight of less than 600 pounds.

- 4.3 Mini truck means a motor vehicle that has four wheels, is propelled by an electric motor with a rated power of 7500 watts or less or an internal combustion engine with a piston displacement capacity of 660 cubic centimeters or less, has a total dry weight of 900 to 2200 pounds, contains an enclosed cabin and a seat for the vehicle operator, commonly resembles a pickup truck or van, including a cargo area or bed located at the rear of the vehicle, and was not originally manufactured to meet federal motor vehicle safety standards required of motor vehicles in the Code of Federal Regulations, title 49, sections 571.101 to 571.404 and successor requirements. A mini truck does not include:
- (i) A neighborhood electric vehicle or a medium speed electric vehicle; or
 - (ii) A motor vehicle that meets or exceeds the regulations in the Code of Federal Regulations, title 49, section 571.500, and successor requirements.
- 4.4 Motorized golf cart means any vehicle designed for use primarily on a golf course that is propelled by either a gas or electric motor.

SECTION V - PERMIT REQUIRED

- 5.1 It shall be unlawful for any person to operate a motorized golf cart, a four-wheel all-terrain vehicle, or a mini truck on roadways under the jurisdiction of Le Sueur County, except when the vehicle is traveling on designated roadways and is prominently displaying a valid permit obtained from the city or town in which the designated roadway is located.
- 5.2 Permits are to be granted for duration not to exceed one year and must be renewed annually, as required by law, to remain valid.

SECTION VI - RIGHTS AND DUTIES

- 6.1 Every person operating a motorized golf cart, four wheel all-terrain vehicle, or mini truck under permit on designated roadways has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minn. Stat. Chapter 169, except when those provisions cannot reasonably be applied to the vehicle.
- 6.2 Motorized golf carts and four-wheel all-terrain vehicles may only be operated on designated roadways from sunrise to sunset. Motorized golf carts and four-wheel all-terrain vehicles may not be operated in inclement weather or when visibility is impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet.
- 6.3 Motorized golf carts shall display the slow-moving vehicle emblem provided for in Minn. Stat. § 169.522.
- 6.4 The provisions of Minn. Stat. Chapter 171 are applicable to persons operating mini trucks under permit on designated roadways.
- 6.5 Notwithstanding any other law, a mini truck may be operated on designated roadways under permit only if it is equipped with:
- (a) at least two headlamps;
 - (b) at least two tail lamps;
 - (c) front and rear turn-signal lamps;
 - (d) an exterior mirror mounted on the driver's side of the vehicle and either:

- (i) an exterior mirror mounted on the passenger's side of the vehicle; or
- (ii) an interior mirror;
- (e) a windshield;
- (f) a seat belt for the driver and front passenger; and
- (g) a parking brake.

SECTION VII - REVOCATION

Law enforcement officers shall report all violations of this Ordinance to the office responsible for issuing the required permit for travel on designated roadways for determination of revocation of the permit.

SECTION VIII - SEVERABILITY

The provisions of this Ordinance shall be severable. Should any section, paragraph, sentence, clause, phrase or portion of this regulation be declared invalid for any reason, the remainder of said regulation shall not be affected and the remainder of the provisions shall remain in full force and effect.

SECTION IX - PENALTIES

Violations of this Ordinance shall be petty misdemeanors, except that violations committed under circumstances that endanger or are likely to endanger persons or property, which shall be misdemeanors. A violation of this Ordinance within twelve (12) months of a conviction for a prior violation of this Ordinance shall be a misdemeanor and shall result in revocation of the violator's permit to operate the motorized golf cart, four wheel all-terrain vehicle, or mini truck, on designated roadways for a period of twelve (12) months following conviction.

SECTION X - EFFECTIVE DATE

This regulation shall be in full force and effect upon publication and adoption pursuant to law.



Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 9

Commissioner Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 10

Future Meetings

Staff Contact:

Future Meetings

June - August 2017

June 27, 2017	Board Meeting, 9:00 a.m. *Wheelage and Sales Tax Workshop *Turnbacks Workshop *BKV / Justice Center Workshop
July 4, 2017	Independence Day – Offices Closed No Board Meeting
July 11, 2017	Board Meeting, 9:00 a.m.
July 13, 2017	P&Z Meeting, 7:00 p.m. at Environmental Services
July 18, 2017	Board Meeting, 9:00 a.m. *CHB Meeting, 1:00 p.m. in Waterville
July 20, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
July 25, 2017	Board Meeting, 9:00 a.m.
August 1, 2017	Board Meeting, 9:00 a.m.
August 8, 2017	No Board Meeting
August 10, 2017	P&Z Meeting, 7:00 p.m. at Environmental Services
August 14, 2017	Budget Meetings, 8:30 a.m. – 4 p.m.
August 15, 2017	Board Meeting, 9:00 a.m. *Budget Meetings to continue after board meeting
August 17, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
August 22, 2017	Board Meeting, 9:00 a.m.
August 29, 2017	No Board Meeting



Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 11

WORKSHOP - Wheelage and Sales Tax

Staff Contact:



MINNESOTA TRANSPORTATION ALLIANCE

**NEW FUNDING FOR
LOCAL TRANSPORTATION
-2013-
WHEELAGE AND
SALES TAX CHANGES
FOR COUNTIES**

-The Wheelage Tax-

The wheelage tax was authorized by the legislature in 1972 for counties in the Twin Cities metropolitan area at a rate of \$5 per vehicle. The authority to use this tax was not widely embraced because the law at that time required a reduction in the general levy equivalent to the revenue generated by the wheelage tax. The tax revenue must be deposited in the county road and bridge fund and must be used for highway purposes within the meaning of Article 14 of the Minnesota Constitution.

Transportation advocates including the Minnesota Transportation Alliance have been advocating for a number of years for changes to this law including the expansion of the authority and the repeal of the requirement for a corresponding reduction in the general levy. The first change to the law did repeal that requirement. Subsequent to that change in law, additional counties passed resolutions to impose the tax so that by 2013, five of the seven counties in the Twin Cities Metropolitan Area imposed the wheelage tax at \$5 per vehicle.

Advocates continued to push for expansion of the authority to all 87 counties and a change in the rate to allow the tax to be imposed by counties at a rate up to \$20 per vehicle.

During the 2013 Legislative Session, the Transportation Alliance worked to have a bill (SF891/HF931) introduced that would provide additional revenue for highways and transit and the language included the expansion of the wheelage tax to all 87 counties and the authority to charge up to \$20 per vehicle.

The Transportation Appropriations bill that was passed into law in 2013 – Chapter 117 (Article 3, section 4) - did include the expansion of the wheelage tax authority to all 87 counties. The rate was restricted to \$10 per vehicle from January 1, 2014 through December 31, 2017 due to computer programming issues at the Department of Public Safety. After January 1, 2018, all counties will be able to charge an amount up to \$20 per vehicle annually in any increment of a whole dollar. The new tax authority applies to a registration period starting on or after January 1, 2014.

The tax applies to most vehicles, but there are exemptions from the tax. The following vehicles are exempt from the wheelage tax: motorcycles, vertical motorcycles, recreational vehicles, prorated (MN trailer), moped, contract trailer, semi trailer, trailer (farm), state owned tax exempt and tax exempt vehicles, utility trailer, street rod, pioneer, classic, collector and classic motorcycle.

The wheelage tax does apply to: passenger vehicles, pickup trucks, one ton trucks, buses, class 2 city buses, school buses, farm trucks, concrete pump/sweepers, prorated trucks, commercial zone trucks, van pools, commercial trucks and prorated foreign trucks.

A county board may provide for the collection of the wheelage tax by resolution by county officials or it may request that the tax be collected by the state registrar of motor vehicles. If the tax is made collectible by the state registrar, it needs to be certified by the county auditor to the registrar no later than August 1 in the year before the calendar year or years for which the tax is levied.

The costs for each county are determined by the total costs of the program and the number of vehicles domiciled in each of the counties. Counties that pass a resolution imposing the wheelage tax should contact:

Patricia McCormack, Director
Driver and Vehicle Services Division
Minnesota Department of Public Safety
(651) 201-7580
patricia.mccormack@state.mn.us

Ms. McCormack will set up a meeting to discuss the costs involved and the set up process.

If all 87 counties were to impose the wheelage tax at the \$10 per vehicle rate, we estimate that the tax would generate approximately \$46.8 million in the coming year. A five-cent increase in the state motor fuel tax would generate approximately \$41 million for the County State Aid Fund. Money generated through the wheelage tax does not have to be spent exclusively on the State Aid system.

Estimated Revenue of Wheelage Fee by County-2014

*Estimate based on a \$10 charge per vehicle

DISCLAIMER: These numbers are estimates by Alliance staff for planning purposes only. These estimates were derived from information from the Department of Revenue, state budget forecast and Department of Public Safety.

Aitkin	\$164,700
Anoka	\$2,719,990
Becker	\$313,980
Beltrami	\$342,960
Benton	\$316,240
Big Stone	\$59,830
Blue Earth	\$501,850
Brown	\$284,280
Carlton	\$318,880
Carver	\$734,360
Cass	\$257,940
Chippewa	\$126,450
Chisago	\$538,090
Clay	\$464,070
Clearwater	\$95,220
Cook	\$52,780
Cottonwood	\$122,670
Crow Wing	\$602,430
Dakota	\$3,347,760
Dodge	\$193,600
Douglas	\$360,420
Faribault	\$163,840
Fillmore	\$234,500
Freeborn	\$288,100
Goodhue	\$462,830
Grant	\$73,430

Hennepin – – – – –	– – – – – \$8,923,970
Houston – – – – –	– – – – – \$196,110
Hubbard – – – – –	– – – – – \$190,350
Isanti – – – – –	– – – – – \$334,640
Itasca – – – – –	– – – – – \$422,630
Jackson – – – – –	– – – – – \$108,470
Kanabec – – – – –	– – – – – \$147,070
Kandiyohi – – – – –	– – – – – \$398,240
Kittson – – – – –	– – – – – \$54,560
Koochiching – – – – –	– – – – – \$130,110
Lac Qui Parle – – – – –	– – – – – \$80,960
Lake – – – – –	– – – – – \$108,410
Lake of the Woods – – – – –	– – – – – \$44,510
Le Sueur – – – – –	– – – – – \$309,940
Lincoln – – – – –	– – – – – \$67,610
Lyon – – – – –	– – – – – \$244,960
Mahnomen – – – – –	– – – – – \$40,540
Marshall – – – – –	– – – – – \$114,420
Martin – – – – –	– – – – – \$191,820
McLeod – – – – –	– – – – – \$356,820
Meeker – – – – –	– – – – – \$222,820
Mille Lacs – – – – –	– – – – – \$280,420
Morrison – – – – –	– – – – – \$344,080
Mower – – – – –	– – – – – \$353,010
Murray – – – – –	– – – – – \$101,770
Nicollet – – – – –	– – – – – \$259,500
Nobles – – – – –	– – – – – \$204,820
Norman – – – – –	– – – – – \$75,420
Olmsted – – – – –	– – – – – \$1,200,540
Otter Tail – – – – –	– – – – – \$568,650

Pennington - - - - -	-\$136,350
Pine - - - - -	-\$272,900
Pipestone - - - - -	-\$106,680
Polk - - - - -	\$300,800
Pope - - - - -	\$114,910
Ramsey - - - - -	\$3,801,960
Red Lake - - - - -	-\$47,440
Redwood - - - - -	\$172,220
Renville - - - - -	\$173,530
Rice - - - - -	\$530,690
Rock - - - - -	\$93,880
Roseau - - - - -	-\$170,200
Scott - - - - -	-\$1,048,040
Sherburne - - - - -	-\$778,690
Sibley - - - - -	-\$147,080
St. Louis - - - - -	-\$1,687,700
Stearns - - - - -	-\$1,336,410
Steele - - - - -	\$336,200
Stevens - - - - -	-\$93,660
Swift - - - - -	\$112,970
Todd - - - - -	\$230,360
Traverse - - - - -	-\$41,160
Wabasha - - - - -	\$236,900
Wadena - - - - -	\$150,790
Waseca - - - - -	\$181,440
Washington - - - - -	\$2,027,890
Watonwan - - - - -	-\$113,440
Wilkin - - - - -	-\$75,960
Winona - - - - -	\$390,190
Wright - - - - -	\$1,119,590
Yellow Medicine - - - - -	\$114,420

-The Local Option Sales Tax-

The authority for a Local Option Sales tax for Transportation was enacted as part of the comprehensive transportation funding bill passed in 2008 – Chapter 152.

Local sales tax authority included in Chapter 152 allowed the seven counties in the Twin Cities Metropolitan Area to impose a ¼ cent local sales tax for transit purposes. Five of the seven counties in the Metropolitan Area have formed a joint powers board – the Counties Transit Improvement Board (CTIB) and have been levying this tax to fund transit projects.

For counties outside of the metropolitan transportation area, a single county or group of counties acting under a joint powers agreement, may impose a local sales tax of up to ½ of one percent and an excise tax of \$20 per motor vehicle. Motor vehicles are not included in the taxable sales that the increased sales tax would apply to so the \$20 per vehicle fee is imposed instead of increasing the sales tax rate on those vehicles.

The Minnesota Transportation Alliance supported removing the referendum requirement for imposition of the local option sales tax outside of the metropolitan transportation area and included this language in SF891/HF931 that was introduced during the 2013 Session.

Under the law passed in 2008, the local sales tax and excise tax authorized outside of the metropolitan transportation area were subject to approval of the voters in each county at a general election. The Transportation Appropriations bill passed in 2013 – Chapter 117 – removed the requirement for holding a referendum in order to impose the tax. Now the tax may be imposed by resolution of the county board or boards following a public hearing.

According to the new language passed in 2013, the proceeds of the tax must be dedicated exclusively to:

- 1) **Payment of the capital cost of a specific transportation project or improvement;**
- 2) **Payment of the costs, which may include both capital and operating costs, of a specific transit project or improvement;**
- 3) **Payment of the capital costs of a safe routes to school program under section 174.40; or**
- 4) **Payment of transit operating costs.**

The transportation or transit project or improvement must be designated by the board of the county or more than one county acting under a joint powers board. Except for taxes for operating costs of a transit project or improvement, or for transit operations, the taxes must terminate when revenues raised are sufficient to finance the project.

The new language was made effective the day following final enactment of the law.

The administration, collection, and enforcement provisions in Minnesota Statutes section 297A.99, subdivisions 4 and 6 to 12, apply to all taxes imposed under this section.

MS 291A.99, Subdivision 12 states that a political subdivision may impose a tax under this section starting only on the first day of a calendar quarter. A political subdivision may repeal a tax under this section stopping only on the last day of a calendar quarter.

(b) The political subdivision shall notify the commissioner of revenue at least 90 days before imposing, changing the rate of, or repealing a tax under this section.

(c) The political subdivision shall change the rate of tax imposed under this section starting only on the first day of a calendar quarter, and only after the commissioner has notified sellers at least 60 days prior to the change.

(d) The political subdivision shall apply the rate change for sales tax imposed under this section to purchases from printed catalogs, wherein the purchaser computed the tax based upon local tax rates published in the catalog, starting only on the first day of a calendar quarter, and only after the commissioner has notified sellers at least 120 days prior to the change.

(e) The political subdivision shall apply local jurisdiction boundary changes to taxes imposed under this section starting only on the first day of a calendar quarter, and only after the commissioner has notified sellers at least 60 days prior to the change.

The project must serve a transportation purpose but the language does not specifically require the funding to be used for roadways or bridges. A building that served a transportation purpose would qualify. Bus purchases would not qualify but bus facilities would fall into the category of transit capital.

The 80 counties outside of the Twin Cities Metropolitan Area could generate over \$145 million in new revenue for transportation with the imposition of a ½ cent local sales tax in each county.

Estimated New Revenue of 1/2 Cent Local Option Sales Tax by County

DISCLAIMER: These numbers are estimates by Alliance staff for planning purposes only. These estimates were derived from information from the Department of Revenue, state budget forecast and Department of Public Safety.

County	2014 Projection	2015 Forecast	2016 Forecast	2017 Forecast
Aitkin	\$710,657	\$732,862	\$755,550	\$775,928
Becker	\$1,965,684	\$2,027,104	\$2,089,860	\$2,146,225
Beltrami	\$2,958,212	\$3,050,643	\$3,145,087	\$3,229,912
Benton	\$2,270,491	\$2,341,434	\$2,413,921	\$2,479,026
Big Stone	\$155,042	\$159,886	\$164,836	\$169,281
Blue Earth	\$7,431,952	\$7,664,169	\$7,901,441	\$8,114,547
Brown	\$1,595,238	\$1,645,083	\$1,696,012	\$1,741,755
Carlton	\$1,492,892	\$1,539,538	\$1,587,200	\$1,630,008
Cass	\$1,335,145	\$1,376,863	\$1,419,489	\$1,457,773

County	2014 Projection	2015 Forecast	2016 Forecast	2017 Forecast
Chippewa	\$847,913	\$874,406	\$901,477	\$925,790
Chisago	\$1,501,782	\$1,548,706	\$1,596,652	\$1,639,715
Clay	\$2,697,808	\$2,782,103	\$2,868,233	\$2,945,591
Clearwater	\$238,281	\$245,726	\$253,334	\$260,166
Cook	\$640,149	\$660,151	\$680,589	\$698,945
Cottonwood	\$447,554	\$461,538	\$475,827	\$488,660
Crow Wing	\$5,565,039	\$5,738,923	\$5,916,592	\$6,076,166
Dodge	\$528,401	\$544,912	\$561,781	\$576,933
Douglas	\$3,350,872	\$3,455,572	\$3,562,552	\$3,658,636
Faribault	\$676,335	\$697,468	\$719,061	\$738,454
Fillmore	\$855,791	\$882,531	\$909,853	\$934,392
Freeborn	\$1,852,329	\$1,910,206	\$1,969,343	\$2,022,458
Goodhue	\$2,169,556	\$2,237,345	\$2,306,610	\$2,368,821
Grant	\$199,030	\$205,248	\$211,603	\$217,310
Houston	\$476,945	\$491,848	\$507,075	\$520,751
Hubbard	\$971,549	\$1,001,906	\$1,032,924	\$1,060,782
Isanti	\$2,185,815	\$2,254,112	\$2,323,896	\$2,386,573
Itasca	\$2,621,603	\$2,703,517	\$2,787,214	\$2,862,387
Jackson	\$421,983	\$435,168	\$448,641	\$460,741
Kanabec	\$403,520	\$416,128	\$429,011	\$440,582
Kandiyohi	\$3,707,096	\$3,822,927	\$3,941,280	\$4,047,578
Kittson	\$153,307	\$158,097	\$162,991	\$167,387
Koochiching	\$843,868	\$870,235	\$897,177	\$921,374
Lac Qui Parle	\$228,715	\$235,862	\$243,163	\$249,722
Lake	\$1,034,945	\$1,067,282	\$1,100,324	\$1,130,000
Lake of the Woods	\$367,650	\$379,137	\$390,875	\$401,417
Le Sueur	\$686,151	\$707,590	\$729,496	\$749,171
Lincoln	\$217,901	\$224,709	\$231,666	\$237,914
Lyon	\$3,012,592	\$3,106,723	\$3,202,903	\$3,289,287
Mahnomen	\$333,651	\$344,077	\$354,729	\$364,296
Marshall	\$272,753	\$281,276	\$289,983	\$297,804
Martin	\$999,047	\$1,030,263	\$1,062,158	\$1,090,805
McLeod	\$2,189,550	\$2,257,964	\$2,327,867	\$2,390,651
Meeker	\$960,449	\$990,459	\$1,021,122	\$1,048,663
Mille Lacs	\$956,073	\$985,946	\$1,016,469	\$1,043,884
Morrison	\$1,278,816	\$1,318,773	\$1,359,600	\$1,396,270

County	2014 Projection	2015 Forecast	2016 Forecast	2017 Forecast
Mower	\$1,645,381	\$1,696,792	\$1,749,322	\$1,796,502
Murray	\$297,729	\$307,031	\$316,537	\$325,074
Nicollet	\$1,210,139	\$1,247,950	\$1,286,585	\$1,321,285
Nobles	\$1,243,448	\$1,282,300	\$1,321,999	\$1,357,654
Norman	\$231,206	\$238,430	\$245,812	\$252,441
Olmsted	\$12,370,865	\$12,757,402	\$13,152,353	\$13,507,079
Otter Tail	\$4,250,850	\$4,383,671	\$4,519,383	\$4,641,274
Pennington	\$1,013,325	\$1,044,987	\$1,077,339	\$1,106,395
Pine	\$987,294	\$1,018,142	\$1,049,663	\$1,077,973
Pipestone	\$419,038	\$432,131	\$445,509	\$457,525
Polk	\$1,417,451	\$1,461,740	\$1,506,994	\$1,547,638
Pope	\$381,071	\$392,978	\$405,144	\$416,071
Red Lake	\$147,392	\$151,998	\$156,703	\$160,930
Redwood	\$944,642	\$974,159	\$1,004,317	\$1,031,404
Renville	\$539,592	\$556,452	\$573,679	\$589,152
Rice	\$2,710,126	\$2,794,806	\$2,881,329	\$2,959,040
Rock	\$319,699	\$329,688	\$339,895	\$349,062
Roseau	\$725,808	\$748,486	\$771,658	\$792,470
Sherburne	\$3,830,620	\$3,950,311	\$4,072,607	\$4,182,447
Sibley	\$301,989	\$311,425	\$321,066	\$329,725
St. Louis	\$16,190,061	\$16,695,932	\$17,212,814	\$17,677,054
Stearns	\$11,560,101	\$11,921,305	\$12,290,372	\$12,621,850
Steele	\$2,869,528	\$2,959,188	\$3,050,801	\$3,133,082
Stevens	\$616,754	\$636,025	\$655,715	\$673,400
Swift	\$457,405	\$471,697	\$486,300	\$499,416
Todd	\$505,402	\$521,194	\$537,329	\$551,821
Traverse	\$119,427	\$123,159	\$126,972	\$130,396
Wabasha	\$644,005	\$664,128	\$684,688	\$703,154
Wadena	\$796,674	\$821,566	\$847,001	\$869,845
Waseca	\$698,379	\$720,201	\$742,497	\$762,523
Watonwan	\$410,464	\$423,290	\$436,394	\$448,164
Wilkin	\$139,622	\$143,984	\$148,442	\$152,446
Winona	\$2,738,739	\$2,824,313	\$2,911,749	\$2,990,281
Wright	\$6,548,722	\$6,753,342	\$6,962,416	\$7,150,196
Yellow Medicine	\$355,330	\$366,432	\$377,776	\$387,965

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525 Park St. Ste. 240

St. Paul, MN 55103-2186

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1 **Estimated County and City Local Aid Increase From HUTD Formula**

2 Whole dollars

3 **County State Aid Highway (CSAH) - Not including MVLST or 5% Set aside**

4 County	2017 Allotment	% of total	FY 2018	FY 2019	FY 2020	FY 2021
5 Aitkin	\$ 4,870,032	0.88%	201,299	216,991	498,153	503,369
6 Anoka	19,482,541	3.51%	805,294	868,070	1,992,858	2,013,726
7 Becker	5,748,254	1.03%	237,599	256,121	587,986	594,143
8 Beltrami	6,986,323	1.26%	288,774	311,285	714,627	722,110
9 Benton	4,131,574	0.74%	170,775	184,088	422,616	427,042
10 Big Stone	3,055,369	0.55%	126,291	136,136	312,532	315,805
11 Blue Earth	8,700,582	1.57%	359,631	387,666	889,978	899,297
12 Brown	4,734,243	0.85%	195,686	210,940	484,263	489,334
13 Carlton	5,410,732	0.97%	223,648	241,082	553,461	559,256
14 Carver	7,006,464	1.26%	289,606	312,182	716,687	724,192
15 Cass	6,092,877	1.10%	251,844	271,476	623,237	629,763
16 Chippewa	3,055,369	0.55%	126,291	136,136	312,532	315,805
17 Chisago	6,397,114	1.15%	264,419	285,032	654,357	661,209
18 Clay	5,647,755	1.02%	233,445	251,643	577,706	583,755
19 Clearwater	3,669,808	0.66%	151,688	163,513	375,383	379,313
20 Cook	3,174,963	0.57%	131,234	141,465	324,765	328,166
21 Cottonwood	3,435,417	0.62%	142,000	153,070	351,407	355,086
22 Crow Wing	6,812,591	1.23%	281,592	303,544	696,856	704,153
23 Dakota	16,940,958	3.05%	700,240	754,827	1,732,881	1,751,026
24 Dodge	4,214,152	0.76%	174,188	187,767	431,063	435,577
25 Douglas	5,644,792	1.02%	233,323	251,511	577,403	583,449
26 Faribault	4,949,951	0.89%	204,602	220,552	506,328	511,629
27 Fillmore	6,309,851	1.14%	260,812	281,144	645,431	652,189
28 Freeborn	6,016,251	1.08%	248,676	268,062	615,399	621,843
29 Goodhue	6,432,705	1.16%	265,890	286,618	657,998	664,888
30 Grant	3,055,369	0.55%	126,291	136,136	312,532	315,805
31 Hennepin	43,222,435	7.78%	1,786,562	1,925,833	4,421,199	4,467,493
32 Houston	4,612,686	0.83%	190,661	205,524	471,829	476,770
33 Hubbard	4,210,744	0.76%	174,047	187,615	430,715	435,225
34 Isanti	4,062,365	0.73%	167,914	181,004	415,537	419,888
35 Itasca	9,943,290	1.79%	410,997	443,036	1,017,094	1,027,744
36 Jackson	4,945,061	0.89%	204,400	220,334	505,828	511,124
37 Kanabec	3,055,369	0.55%	126,291	136,136	312,532	315,805
38 Kandiyohi	6,549,897	1.18%	270,734	291,839	669,985	677,001
39 Kittson	3,589,300	0.65%	148,361	159,926	367,148	370,992
40 Koochiching	4,945,809	0.89%	204,431	220,367	505,904	511,201
41 Lac Qui Parle	3,407,360	0.61%	140,840	151,819	348,537	352,186
42 Lake	4,346,700	0.78%	179,667	193,673	444,622	449,277
43 Lake of the Woods	3,272,400	0.59%	135,262	145,806	334,732	338,237
44 Le Sueur	4,990,531	0.90%	206,279	222,360	510,479	515,824
45 Lincoln	3,055,369	0.55%	126,291	136,136	312,532	315,805
46 Lyon	4,203,492	0.76%	173,748	187,292	429,973	434,475
47 Mc Leod	4,657,351	0.84%	192,508	207,514	476,398	481,386
48 Mahnomon	3,055,369	0.55%	126,291	136,136	312,532	315,805
49 Marshall	5,286,391	0.95%	218,508	235,542	540,742	546,404
50 Martin	5,383,123	0.97%	222,507	239,852	550,637	556,402
51 Meeker	3,959,894	0.71%	163,679	176,438	405,055	409,297
52 Mille Lacs	4,659,008	0.84%	192,576	207,588	476,567	481,557
53 Morrison	6,493,073	1.17%	268,386	289,307	664,173	671,127
54 Mower	5,562,955	1.00%	229,940	247,865	569,032	574,990
55 Murray	3,784,152	0.68%	156,415	168,608	387,079	391,132
56 Nicollet	4,563,542	0.82%	188,630	203,335	466,802	471,690
57 Nobles	4,886,604	0.88%	201,984	217,729	499,848	505,082
58 Norman	4,014,109	0.72%	165,920	178,854	410,601	414,900
59 Olmsted	\$ 8,238,258	1.48%	340,521	367,066	842,687	851,511
60 Otter Tail	12,400,667	2.23%	512,571	552,528	1,268,457	1,281,739
61 Pennington	3,163,477	0.57%	130,760	140,953	323,590	326,979
62 Pine	7,904,681	1.42%	326,733	352,204	808,565	817,032
63 Pipestone	3,055,369	0.55%	126,291	136,136	312,532	315,805
64 Polk	8,239,340	1.48%	340,566	367,115	842,798	851,622
65 Pope	3,549,708	0.64%	146,724	158,162	363,098	366,900
66 Ramsey	19,463,146	3.50%	804,492	867,206	1,990,875	2,011,721
67 Red Lake	3,055,369	0.55%	126,291	136,136	312,532	315,805
68 Redwood	4,918,540	0.89%	203,304	219,152	503,115	508,383
69 Renville	5,635,397	1.01%	232,934	251,093	576,442	582,478
70 Rice	5,864,307	1.06%	242,396	261,292	599,857	606,138
71 Rock	3,311,757	0.60%	136,889	147,560	338,758	342,305
72 Roseau	5,306,854	0.96%	219,354	236,454	542,835	548,519
73 St. Louis	29,282,714	5.27%	1,210,375	1,304,730	2,995,313	3,026,676
74 Scott	9,888,101	1.78%	408,716	440,577	1,011,448	1,022,039
75 Sherburne	5,595,504	1.01%	231,285	249,315	572,361	578,354
76 Sibley	3,475,310	0.63%	143,649	154,847	355,488	359,210
77 Stearns	12,784,911	2.30%	528,453	569,649	1,307,762	1,321,455

78	County State Aid Highway (CSAH)						
79	County	2017 Allotment	% of total	FY 2018	FY 2019	FY 2020	FY 2021
80	Steele	5,581,345	1.00%	230,700	248,684	570,913	576,891
81	Stevens	3,055,369	0.55%	126,291	136,136	312,532	315,805
82	Swift	3,446,871	0.62%	142,473	153,580	352,579	356,270
83	Todd	4,210,534	0.76%	174,039	187,606	430,693	435,203
84	Traverse	3,055,369	0.55%	126,291	136,136	312,532	315,805
85	Wabasha	4,688,621	0.84%	193,800	208,908	479,596	484,618
86	Wadena	3,088,024	0.56%	127,641	137,591	315,872	319,180
87	Waseca	3,510,920	0.63%	145,121	156,434	359,130	362,891
88	Washington	11,228,886	2.02%	464,136	500,318	1,148,597	1,160,623
89	Watonwan	3,437,247	0.62%	142,076	153,151	351,594	355,276
90	Wilkin	3,710,548	0.67%	153,372	165,328	379,550	383,524
91	Winona	6,034,137	1.09%	249,416	268,859	617,229	623,692
92	Wright	10,855,882	1.95%	448,718	483,698	1,110,442	1,122,070
93	Yellow Medicine	3,790,020	0.68%	156,657	168,869	387,679	391,738
94							
95	TOTAL	\$ 555,521,599		22,962,000	24,752,000	56,824,000	57,419,000

96 *Note Does not Include Town Road and Bridge or Motor Vehicle Lease Sales Tax

97	Municipal State Aid Street (MSAS)						
99	Municipality	2017 Allotment	% of total	FY 2018	FY 2019	FY 2020	FY 2021
100	Albert Lea	943,643	0.54%	38,820	41,849	96,070	97,078
101	Albertville	319,602	0.18%	13,148	14,174	32,538	32,879
102	Alexandria	1,001,181	0.58%	41,187	44,401	101,928	102,997
103	Andover	1,490,056	0.86%	61,299	66,082	151,699	153,291
104	Anoka	751,974	0.43%	30,935	33,349	76,557	77,360
105	Apple Valley	2,010,372	1.16%	82,704	89,157	204,672	206,819
106	Arden Hills	352,166	0.20%	14,488	15,618	35,853	36,229
107	Austin	1,305,322	0.75%	53,699	57,889	132,892	134,286
108	Baxter	539,576	0.31%	22,198	23,929	54,933	55,509
109	Belle Plaine	338,304	0.20%	13,917	15,003	34,442	34,803
110	Bemidji	730,757	0.42%	30,062	32,408	74,397	75,177
111	Big Lake	429,916	0.25%	17,686	19,066	43,769	44,228
112	Blaine	2,369,289	1.37%	97,470	105,075	241,212	243,743
113	Bloomington	4,048,476	2.34%	166,550	179,544	412,167	416,491
114	Brainerd	771,790	0.45%	31,751	34,228	78,574	79,399
115	Brooklyn Center	1,041,770	0.60%	42,857	46,201	106,060	107,173
116	Brooklyn Park	2,830,504	1.63%	116,444	125,529	288,168	291,191
117	Buffalo	770,700	0.44%	31,706	34,180	78,463	79,286
118	Burnsville	2,564,550	1.48%	105,503	113,734	261,091	263,830
119	Byron	222,417	0.13%	9,150	9,864	22,644	22,881
120	Cambridge	473,047	0.27%	19,461	20,979	48,160	48,665
121	Champlin	956,563	0.55%	39,352	42,422	97,386	98,407
122	Chanhassen	1,044,321	0.60%	42,962	46,314	106,320	107,435
123	Chaska	1,032,246	0.60%	42,465	45,779	105,091	106,193
124	Chisago City	254,535	0.15%	10,471	11,288	25,914	26,186
125	Chisholm	279,453	0.16%	11,496	12,393	28,451	28,749
126	Circle Pines	176,056	0.10%	7,243	7,808	17,924	18,112
127	Cloquet	690,929	0.40%	28,424	30,642	70,342	71,080
128	Columbia Heights	723,385	0.42%	29,759	32,081	73,646	74,419
129	Coon Rapids	2,512,887	1.45%	103,377	111,443	255,832	258,516
130	Corcoran	364,340	0.21%	14,989	16,158	37,093	37,482
131	Cottage Grove	1,546,706	0.89%	63,630	68,594	157,467	159,119
132	Crookston	534,963	0.31%	22,008	23,725	54,463	55,035
133	Crystal	827,141	0.48%	34,028	36,683	84,209	85,093
134	Dayton	259,000	0.15%	10,655	11,486	26,368	26,645
135	Delano	289,480	0.17%	11,909	12,838	29,471	29,781
136	Detroit Lakes	667,847	0.39%	27,474	29,618	67,992	68,705
137	Duluth	5,258,036	3.04%	216,309	233,187	535,310	540,925
138	Eagan	2,862,015	1.65%	117,740	126,926	291,376	294,432
139	East Bethel	756,487	0.44%	31,121	33,549	77,016	77,824
140	East Grand Forks	637,456	0.37%	26,224	28,270	64,898	65,579
141	Eden Prairie	2,641,707	1.53%	108,677	117,156	268,947	271,768
142	Edina	2,181,257	1.26%	89,734	96,736	222,069	224,399
143	Elk River	1,400,088	0.81%	57,598	62,092	142,540	144,035
144	Fairmont	672,047	0.39%	27,647	29,804	68,420	69,137
145	Falcon Heights	180,969	0.10%	7,445	8,026	18,424	18,617
146	Faribault	1,149,529	0.66%	47,290	50,980	117,031	118,259
147	Farmington	852,202	0.49%	35,059	37,794	86,761	87,671
148	Fergus Falls	985,649	0.57%	40,548	43,712	100,347	101,400
149	Forest Lake	1,178,243	0.68%	48,472	52,253	119,954	121,213
150	Fridley	1,092,547	0.63%	44,946	48,453	111,230	112,397
151	Glencoe	284,416	0.16%	11,701	12,613	28,956	29,260
152	Golden Valley	1,033,398	0.60%	42,513	45,830	105,208	106,312
153	Grand Rapids	930,201	0.54%	38,267	41,253	94,702	95,695

154	Municipal State Aid Street (MSAS)						
155	Municipality	2017 Allotment	% of total	FY 2018	FY 2019	FY 2020	FY 2021
156	Ham Lake	872,960	0.50%	35,913	38,715	88,874	89,807
157	Hastings	822,944	0.48%	33,855	36,496	83,782	84,661
158	Hermantown	618,526	0.36%	25,445	27,431	62,971	63,631
159	Hibbing	1,294,420	0.75%	53,251	57,406	131,782	133,165
160	Hopkins	679,417	0.39%	27,950	30,131	69,170	69,896
161	Hugo	686,835	0.40%	28,256	30,460	69,925	70,659
162	Hutchinson	733,854	0.42%	30,190	32,545	74,712	75,496
163	International Falls	275,257	0.16%	11,324	12,207	28,023	28,317
164	Inver Grove Heights	1,520,140	0.88%	62,537	67,416	154,762	156,386
165	Isanti	234,937	0.14%	9,665	10,419	23,918	24,169
166	Jordan	275,231	0.16%	11,323	12,206	28,021	28,315
167	Kasson	256,742	0.15%	10,562	11,386	26,138	26,413
168	LaCrescent	223,956	0.13%	9,213	9,932	22,800	23,040
169	Lake City	253,067	0.15%	10,411	11,223	25,764	26,035
170	Lake Elmo	491,531	0.28%	20,221	21,799	50,042	50,567
171	Lakeville	2,701,598	1.56%	111,141	119,812	275,044	277,929
172	Lino Lakes	964,551	0.56%	39,680	42,777	98,199	99,229
173	Litchfield	342,403	0.20%	14,086	15,185	34,859	35,225
174	Little Canada	442,120	0.26%	18,188	19,607	45,011	45,484
175	Little Falls	599,976	0.35%	24,682	26,608	61,082	61,723
176	Mahtomedi	312,061	0.18%	12,838	13,839	31,770	32,104
177	Mankato	1,981,572	1.14%	81,520	87,880	201,740	203,856
178	Maple Grove	2,826,055	1.63%	116,261	125,332	287,715	290,733
179	Maplewood	1,758,254	1.02%	72,333	77,976	179,004	180,882
180	Marshall	721,907	0.42%	29,698	32,016	73,496	74,267
181	Medina	286,100	0.17%	11,770	12,688	29,127	29,433
182	Mendota Heights	546,448	0.32%	22,480	24,234	55,633	56,216
183	Minneapolis	15,952,913	9.21%	656,284	707,490	1,624,133	1,641,171
184	Minnetonka	2,266,283	1.31%	93,232	100,507	230,726	233,146
185	Minnetrista	388,749	0.22%	15,993	17,240	39,578	39,993
186	Montevideo	279,064	0.16%	11,480	12,376	28,411	28,709
187	Monticello	539,820	0.31%	22,208	23,940	54,958	55,534
188	Moorhead	2,426,368	1.40%	99,818	107,606	247,023	249,615
189	Morris	287,428	0.17%	11,824	12,747	29,262	29,569
190	Mound	391,837	0.23%	16,120	17,377	39,892	40,311
191	Mounds View	484,476	0.28%	19,931	21,486	49,323	49,841
192	New Brighton	795,660	0.46%	32,733	35,286	81,004	81,854
193	New Hope	764,356	0.44%	31,445	33,898	77,817	78,634
194	New Prague	292,951	0.17%	12,052	12,992	29,825	30,138
195	New Ulm	714,786	0.41%	29,405	31,700	72,771	73,534
196	North Branch	773,368	0.45%	31,815	34,298	78,735	79,561
197	North Mankato	661,041	0.38%	27,194	29,316	67,299	68,005
198	North St. Paul	511,688	0.30%	21,050	22,693	52,094	52,640
199	Northfield	808,650	0.47%	33,267	35,863	82,327	83,191
200	Oak Grove	629,479	0.36%	25,896	27,917	64,086	64,758
201	Oakdale	932,389	0.54%	38,357	41,350	94,925	95,920
202	Orono	352,528	0.20%	14,503	15,634	35,890	36,267
203	Otsego	785,978	0.45%	32,334	34,857	80,019	80,858
204	Owatonna	1,349,811	0.78%	55,530	59,862	137,421	138,863
205	Plymouth	3,196,402	1.85%	131,496	141,756	325,419	328,833
206	Prior Lake	957,362	0.55%	39,385	42,458	97,467	98,490
207	Ramsey	1,199,156	0.69%	49,332	53,181	122,084	123,364
208	Red Wing	926,741	0.54%	38,125	41,100	94,350	95,339
209	Redwood Falls	299,955	0.17%	12,340	13,303	30,538	30,858
210	Richfield	1,526,618	0.88%	62,803	67,703	155,422	157,052
211	Robbinsdale	545,421	0.31%	22,438	24,189	55,528	56,111
212	Rochester	5,465,966	3.16%	224,863	242,408	556,479	562,316
213	Rogers	715,813	0.41%	29,448	31,745	72,875	73,640
214	Rosemount	1,101,309	0.64%	45,307	48,842	112,122	113,298
215	Roseville	1,362,945	0.79%	56,070	60,445	138,759	140,214
216	Sartell	803,187	0.46%	33,042	35,620	81,771	82,629
217	Sauk Rapids	657,872	0.38%	27,064	29,176	66,977	67,679
218	Savage	1,201,368	0.69%	49,423	53,279	122,309	123,592
219	Shakopee	1,649,600	0.95%	67,863	73,158	167,942	169,704
220	Shoreview	963,002	0.56%	39,617	42,708	98,041	99,070
221	Shorewood	347,470	0.20%	14,295	15,410	35,375	35,746
222	South St. Paul	797,082	0.46%	32,791	35,350	81,149	82,001
223	Spring Lake Park	240,130	0.14%	9,879	10,649	24,447	24,704
224	St. Anthony	354,830	0.20%	14,597	15,736	36,125	36,503
225	St. Cloud	3,177,474	1.83%	130,718	140,917	323,492	326,886
226	St. Francis	462,777	0.27%	19,038	20,524	47,114	47,609
227	St. Joseph	199,844	0.12%	8,221	8,863	20,346	20,559
228	St. Louis Park	1,945,243	1.12%	80,025	86,269	198,041	200,119
229	St. Michael	945,401	0.55%	38,893	41,927	96,249	97,259

230 **Municipal State Aid Street (MSAS)**

231 Municipality	2017 Allotment	% of total	FY 2018	FY 2019	FY 2020	FY 2021
232 St. Paul	12,322,193	7.11%	506,921	546,473	1,254,497	1,267,657
233 St. Paul Park	247,438	0.14%	10,179	10,974	25,191	25,455
234 St. Peter	607,128	0.35%	24,977	26,925	61,810	62,459
235 Stewartville	216,576	0.13%	8,910	9,605	22,049	22,280
236 Stillwater	812,935	0.47%	33,443	36,053	82,763	83,631
237 Thief River Falls	683,106	0.39%	28,102	30,295	69,546	70,275
238 Vadnais Heights	452,806	0.26%	18,628	20,081	46,099	46,583
239 Victoria	318,021	0.18%	13,083	14,104	32,377	32,717
240 Virginia	534,230	0.31%	21,978	23,692	54,389	54,959
241 Waconia	508,584	0.29%	20,923	22,555	51,778	52,321
242 Waite Park	318,371	0.18%	13,097	14,119	32,413	32,753
243 Waseca	362,281	0.21%	14,904	16,067	36,883	37,270
244 West St. Paul	715,840	0.41%	29,449	31,747	72,878	73,643
245 White Bear Lake	916,363	0.53%	37,698	40,639	93,293	94,272
246 Willmar	1,126,020	0.65%	46,323	49,937	114,638	115,840
247 Winona	1,158,916	0.67%	47,676	51,396	117,987	119,225
248 Woodbury	2,985,259	1.72%	122,810	132,392	303,923	307,111
249 Worthington	533,698	0.31%	21,956	23,669	54,335	54,905
250 Wyoming	455,901	0.26%	18,755	20,219	46,414	46,901
251 Zimmerman	225,734	0.13%	9,286	10,011	22,982	23,223

252

253 **TOTAL** **173,218,364** **7,126,000** **7,682,000** **17,635,000** **17,820,000**

254 Note: Estimates based on MnDOT 2017 Commissioner's Orders, assume no change in demographic or road indicators af

163.051 COUNTY WHEELAGE TAX.

Subdivision 1. **Tax authorized.** (a) Except as provided in paragraph (c), the board of commissioners of each county is authorized to levy by resolution a wheelage tax at the rate specified in paragraph (b), on each motor vehicle that is kept in such county when not in operation and that is subject to annual registration and taxation under chapter 168. The board may provide by resolution for collection of the wheelage tax by county officials or it may request that the tax be collected by the state registrar of motor vehicles. The state registrar of motor vehicles shall collect such tax on behalf of the county if requested, as provided in subdivision 2.

(b) The wheelage tax under this section is at the rate of:

(1) from January 1, 2014, through December 31, 2017, \$10 per year for each county that authorizes the tax; and

(2) on and after January 1, 2018, up to \$20 per year, in any increment of a whole dollar, as specified by each county that authorizes the tax.

(c) The following vehicles are exempt from the wheelage tax:

(1) motorcycles, as defined in section 169.011, subdivision 44;

(2) motorized bicycles, as defined in section 169.011, subdivision 45; and

(3) motorized foot scooters, as defined in section 169.011, subdivision 46.

(d) For any county that authorized the tax prior to May 24, 2013, the wheelage tax continues at the rate provided under paragraph (b).

Subd. 2. **Collection by registrar of motor vehicles.** The wheelage tax levied by any county, if made collectible by the state registrar of motor vehicles, shall be certified by the county auditor to the registrar not later than August 1 in the year before the calendar year or years for which the tax is levied, and the registrar shall collect such tax with the motor vehicle taxes on the affected vehicles for such year or years. Every owner and every operator of such a motor vehicle shall furnish to the registrar all information requested by the registrar. No state motor vehicle tax on any such motor vehicle for any such year shall be received or deemed paid unless the applicable wheelage tax is paid therewith.

Subd. 2a. **Tax proceeds deposited; costs of collection; appropriation.** Notwithstanding the provisions of any other law, the state registrar of motor vehicles shall deposit the proceeds of the wheelage tax imposed by subdivision 2, to the credit of the county wheelage tax account of each county. The amount necessary to pay the costs of collection of said tax is appropriated from the county wheelage tax account of each county to the state registrar of motor vehicles.

Subd. 3. **Distribution to county; appropriation.** On a monthly basis, the registrar of motor vehicles shall issue a warrant in favor of the treasurer of each county for which the registrar has collected a wheelage tax in the amount of such tax then on hand in the county wheelage tax account. There is hereby appropriated from the county wheelage tax account each year, to each county entitled to payments authorized by this section, sufficient moneys to make such payments.

Subd. 4. **Use of tax.** The treasurer of each county receiving payments under subdivision 3 shall deposit such payments in the county road and bridge fund. The moneys shall be used for purposes authorized by law which are highway purposes within the meaning of the Minnesota Constitution, article 14.

Subd. 5. [Repealed, 2008 c 154 art 2 s 33]

Subd. 6. [Repealed by amendment, 2013 c 117 art 3 s 4]

Subd. 7. **Offenses; penalties; application of other laws.** (a) Any owner or operator of a motor vehicle who willfully gives any false information relative to the tax authorized by this section to the registrar of motor vehicles or any county, or who willfully fails or refuses to furnish any such information, is guilty of a misdemeanor.

(b) Except as otherwise provided in this section, the collection and payment of a wheelage tax and all matters relating thereto are subject to all provisions of law relating to collection and payment of motor vehicle taxes so far as applicable.

History: 1971 c 830 s 11; Ex1971 c 48 s 12; 1973 c 492 s 14; 1973 c 551 s 1,2; 1976 c 2 s 172; 1986 c 444; 2003 c 112 art 2 s 50; 2008 c 350 art 1 s 4; 2008 c 366 art 9 s 1; 2009 c 101 art 2 s 109; 2013 c 117 art 3 s 4

297A.993 GREATER MINNESOTA TRANSPORTATION SALES AND USE TAX.

Subdivision 1. **Authorization; rates.** Notwithstanding section 297A.99, subdivisions 1, 2, 3, 5, and 13, or 477A.016, or any other law, the board of a county outside the metropolitan transportation area, as defined under section 297A.992, subdivision 1, or more than one county outside the metropolitan transportation area acting under a joint powers agreement, may by resolution of the county board, or each of the county boards, following a public hearing impose (1) a transportation sales tax at a rate of up to one-half of one percent on retail sales and uses taxable under this chapter, and (2) an excise tax of \$20 per motor vehicle, as defined in section 297B.01, subdivision 11, purchased or acquired from any person engaged in the business of selling motor vehicles at retail, occurring within the jurisdiction of the taxing authority.

Subd. 2. **Allocation; termination.** The proceeds of the taxes must be dedicated exclusively to: (1) payment of the capital cost of a specific transportation project or improvement; (2) payment of the costs, which may include both capital and operating costs, of a specific transit project or improvement; (3) payment of the capital costs of a safe routes to school program under section 174.40; or (4) payment of transit operating costs. The transportation or transit project or improvement must be designated by the board of the county, or more than one county acting under a joint powers agreement. Except for taxes for operating costs of a transit project or improvement, or for transit operations, the taxes must terminate when revenues raised are sufficient to finance the project.

Subd. 3. **Administration, collection, enforcement.** The administration, collection, and enforcement provisions in section 297A.99, subdivisions 4 and 6 to 12, apply to all taxes imposed under this section.

History: 2008 c 152 art 4 s 3; 2009 c 88 art 8 s 4; 2013 c 117 art 3 s 25,26

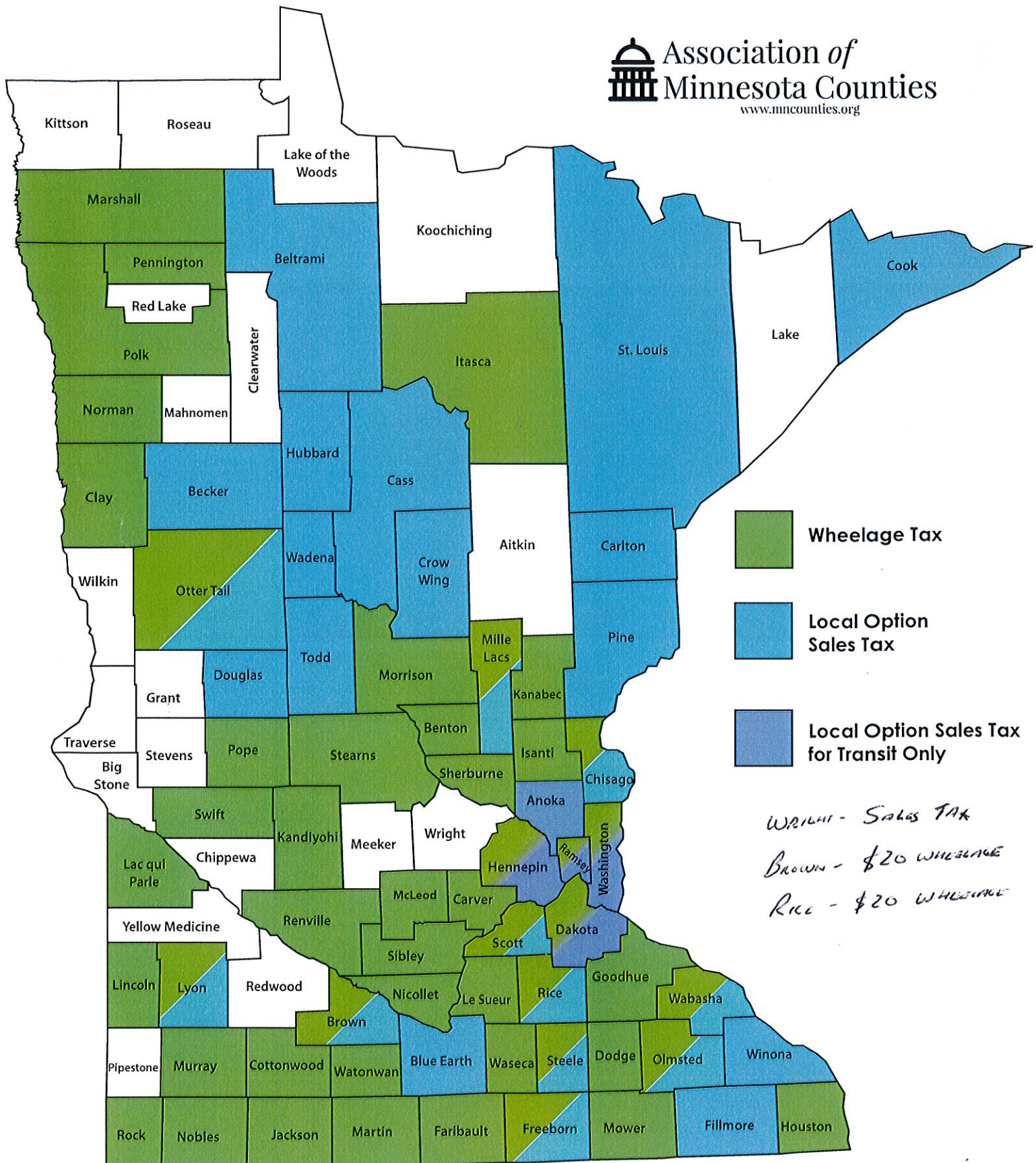
Local Option Taxes for Transportation

February 2017



Association of
Minnesota Counties

www.mncounties.org





Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 12

WORKSHOP - Turnbacks

Staff Contact:



Le Sueur County Transportation Plan

Prepared by:



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DRAFT January 2007

Le Sueur County – Transportation Plan

TABLE OF CONTENTS	Page
1.0 PURPOSE OF THE TRANSPORTATION PLAN	1
2.0 TRANSPORTATION SYSTEM PRINCIPLES AND STANDARDS.....	2
2.1 Functional Classification.....	2
2.2 Roadway Capacity	5
2.3 Access Management Guidelines	7
2.4 Geometric Design Standards	10
2.5 Roadway Jurisdiction	13
3.0 EXISTING TRANSPORTATION SYSTEM	15
3.1 Safety & Crashes	15
3.2 Volume & Capacity	17
3.3 Roadway Continuity	17
4.0 FUTURE TRANSPORTATION SYSTEM.....	18
4.1 Roadway Functional Classification	18
4.2 Safety Needs	20
4.3 Capacity Needs	20
4.4 Continuity Needs	20
4.5 Jurisdictional Transfer	22

LIST OF FIGURES & APPENDICIES

- 2.1 Existing Roadway Functional Classification
- 2.2 Existing Roadway Jurisdictional Designation
- 4.1 Recommended Future Roadway Functional Classification
- 4.2 Recommended Roadway Jurisdictional Transfer Candidates
- 4.3 Recommended Roadway Jurisdictional Transfer Candidates within Cities

Appendix A – City of New Prague’s Existing and 2030 Traffic Volume Projections

1.0 PURPOSE OF THE TRANSPORTATION PLAN

Le Sueur County operates and maintains a highway system, which in conjunction with local, regional, and state systems, helps to serve the transportation needs of its residents and businesses. As a result, the County contributes to or makes decisions, which affect all other transportation modes and systems. Within this context, the Le Sueur County Transportation Plan provides the framework for development of the Le Sueur County Transportation System. The Plan describes system principals and standards, evaluates the existing County transportation system, and identifies alternatives to address existing transportation system deficiencies.

Understanding the relationship between land use and transportation, this Plan is a guide to land owners, townships, cities, and Le Sueur County in preparing for future growth and development. As such, whether an existing road is proposed for upgrading or a land use change is proposed on a property, this Plan provides the framework for decisions regarding the nature of roadway infrastructure improvements necessary to develop and maintain a safe and efficient roadway system.

2.0 TRANSPORTATION SYSTEM PRINCIPLES AND STANDARDS

The transportation system principles and standards included in this Plan create the foundation for developing the transportation system, evaluating its effectiveness, determining future system needs, and implementing strategies to fulfill the goals and objectives identified.

2.1 Functional Classification

Recognizing that individual roads and streets do not serve independently in any major way, most travel involves movement through a network of roadways. Functional classification defines the nature of this channelization process by defining the part that any particular road or street should play in serving the flow of trips through a roadway network. Functional classification is the process by which streets and highways are grouped into classes, or systems, according to the character of service they are intended to provide. Functional classification involves determining what functions each roadway should perform prior to determining its design features, such as street widths, design speed, and intersection control.

There are two sets of functional classification definitions for the Le Sueur County Transportation Plan, Urban and Rural. The urban roadway system includes Principal Arterials, Minor Arterials, Collectors, and Local Roadways. The rural roadway system includes Principal Arterials, Minor Arterials, Major and Minor Collectors, and Local Roadways. Both classifications have fundamentally different characteristics relative to density and types of land use and travel patterns. Le Sueur County's current classifications are illustrated in Figure 2.1 – Existing Roadway Functional Classification. It is also recognized that the roadway network in Le Sueur County is part of a greater regional roadway system. In particular, the function of Principal and Minor Arterial roadways extend beyond the Le Sueur County borders.

Urban System

The urban functional classification definitions shall apply to all incorporated cities of Le Sueur County including Cleveland, Elysian, Heidelberg, Kasota, Kilkenny, Le Center, Le Sueur, Montgomery, New Prague, and Waterville. Typically, as a roadway enters an urban area the functional classification of the roadway elevates one level to the next higher classification.

Urban Principal Arterials (Portion of the Principal Arterial within a City)

- *Primary Purpose:* Connect Le Sueur County with large urban areas and major cities
- *Character of Service:*
 - Accommodate the longest trips in the roadway network, typically greater than 8 miles.
 - Emphasis is focused on mobility rather than access.
 - Travel speeds of 55 mph or greater
 - Freeway/Expressway Design
- *System Role:* 2-4% of roadway miles
30-55% of vehicle miles traveled
- *Spacing:* 6-12 miles

Urban Minor Arterials

- *Primary Purpose:* Link large urban areas, principal arterials, and regional business concentrations
- *Character of Service:*
 - Accommodates trips greater than 2 miles.
 - Emphasis is more on mobility than access.
 - Travel speeds of 30–55 mph
 - Urban highways
- *System Role:* 10-20% of roadway miles
25-45% of vehicle miles traveled
- *Spacing:* 1-2 miles

Urban Collectors

- *Primary Purpose:* Establish local connectivity within Cities by interconnecting neighborhoods, business concentrations, and arterial roadways. Provide secondary connectivity between smaller towns.
- *Character of Service:*
 - Accommodates trips less than 5 miles.
 - Emphasis is balanced between mobility and access.
 - Travel speeds of 30–45 mph
 - 2-lane streets, parkways, multi-lane urban roadways
- *System Role:* 15-25% of roadway miles
10-35% of vehicle miles traveled
- *Spacing:* ½-1 mile

Urban Local Streets

- *Primary Purpose:* Facilitate the collection of local traffic and convey it to Collectors and Minor Arterials.
- *Character of Service:*
 - Accommodates the trips less than 2 miles.
 - Emphasis is on access rather than mobility.
 - Travel speeds of 30 mph or less
 - 2-lane local streets
- *System Role:* 65-80% of roadway miles
10-30% of vehicle miles traveled
- *Spacing:* As needed for access

Rural System

The rural functional classification definitions shall apply to all permanently rural and/or unincorporated areas in Le Sueur County.

Rural Principal Arterials (Portion of the Principal Arterial Outside of a City)

- *Primary Purpose:* Connect Le Sueur County with large urban areas and major cities
- *Character of Service:*
 - Accommodate the longest trips in the roadway network, typically greater than 8 miles.
 - Emphasis is focused on mobility rather than access.
 - Travel speeds of 55 mph or greater
 - Freeway/Expressway Design
- *System Role:* 2-4% of roadway miles
30-55% of vehicle miles traveled
- *Spacing:* 6-12 miles

Rural Minor Arterials

- *Primary Purpose:* Link large urban areas and rural principal arterials to larger towns and regional business concentrations. Facilitate inter-county travel and connectivity.
- *Character of Service:*
 - Accommodates trips greater than 5 miles.
 - Emphasis is more on mobility than access.
 - Travel speeds of 55 mph
 - 2-lane and multi-lane rural highways
- *System Role:* 5-15% of roadway miles
25-45% of vehicle miles traveled
- *Spacing:* 3-5 miles

Rural Major Collectors

- *Primary Purpose:* Provide secondary connectivity between cities and towns, county seat, regional parks, business concentrations, and regional educational facilities.
- *Character of Service:*
 - Accommodates the trips less than 8 miles.
 - Emphasis is balanced between mobility and access.
 - Travel speeds of 30–55 mph
 - 2-lane rural roadways
- *System Role:* 15-25% of roadway miles
10-35% of vehicle miles traveled
- *Spacing:* As needed for connectivity

Rural Minor Collectors

- *Primary Purpose:* Facilitate the collection of traffic and convey it to Major Collectors and Minor Arterials. Provide connectivity between rural residential areas.
- *Character of Service:*
 - Accommodates the trips less than 5 miles.
 - Emphasis is on access rather than mobility.
 - Travel speeds of 30-55 mph
 - 2-lane rural roadways, local streets
- *System Role:* 15-25% of roadway miles
10-25% of vehicle miles traveled
- *Spacing:* As needed for access and connectivity

Rural Local Roadways

- *Primary Purpose:* Land Access
- *Character of Service:*
 - Accommodates the trips less than 2 miles.
 - Emphasis is on access
 - Travel speeds of 30 mph
 - 2-lane local roadways
- *System Role:* 65-75% of roadway miles
5-20% of vehicle miles traveled
- *Spacing:* As needed for access

2.2 Roadway Capacity

Capacities of roadways vary greatly and are directly related to many roadway characteristics including access spacing, traffic control, adjacent land uses as well as traffic flow characteristics such as percentage of trucks and number of turning vehicles.

Since roadway capacities vary greatly, each of the state and county roadways in Le Sueur County were assigned a designation to represent the general characteristic of the corridor. These designations, as well as the corresponding daily roadways capacities, are presented in the table below.

Table 2-1 – Roadway Capacity	
Roadway Type & Description	Daily Capacity (vpd)
Gravel	300
Rural 2-lane 55 mph (State & county roadways in rural areas with speeds at 55 mph without the limitations of Rural 2-Lane Limited Roadway)	12,000
Rural 2-lane Limited (State & county roadways in rural areas with tight horizontal curves, steep vertical grades, sight distance restrictions, &/or reduced speed zones)	7,500
Urban 2-lane Arterial (State & county roadways in urban areas with the ability to maintain a 30 mph or greater speed; limited access from adjacent properties; have traffic control priority at intersections)	9,000
Urban 3-lane Arterial (Similar characteristics as the Urban 2-Lane Arterial but include a center left turn lane)	17,500
Urban 2-lane Local (County roadways with developed properties fronting & direct access; typical speeds at or below 30 mph)	7,500
Urban 4-lane, Undivided (State & county roadways with 2 continuous lanes of traffic in each direction; typically lack turn lanes and medians for traffic channelization; have developed properties fronting with direct access; speeds at or below 35 mph)	20,000
Urban 4-lane, Divided (State & county roadways with 2 continuous lanes of traffic in each direction separated by a median; typically median openings only at major cross streets with turn lanes for traffic sorting; speeds at or above 30 mph.	40,000
4-lane Freeway (State routes with access restricted to grade-separated interchanges; speeds at or above 60 mph)	70,000

A capacity deficiency exists when traffic volumes approach or exceed the capacity of the roadway. Roadway Level of Service (LOS) is used to assign a value to the level of congestion and efficiency of the roadway. The LOS is determined by the ratio of the actual roadway volume to the established capacity. In general, the higher the volume, the lower the LOS. There are six LOS, depending on the extent of congestion and service on the roadway. Le Sueur County should consider capacity improvements on roadways with a LOS D or worse. The LOS are defined in Table 2-2 Roadway Level of Service as follows:

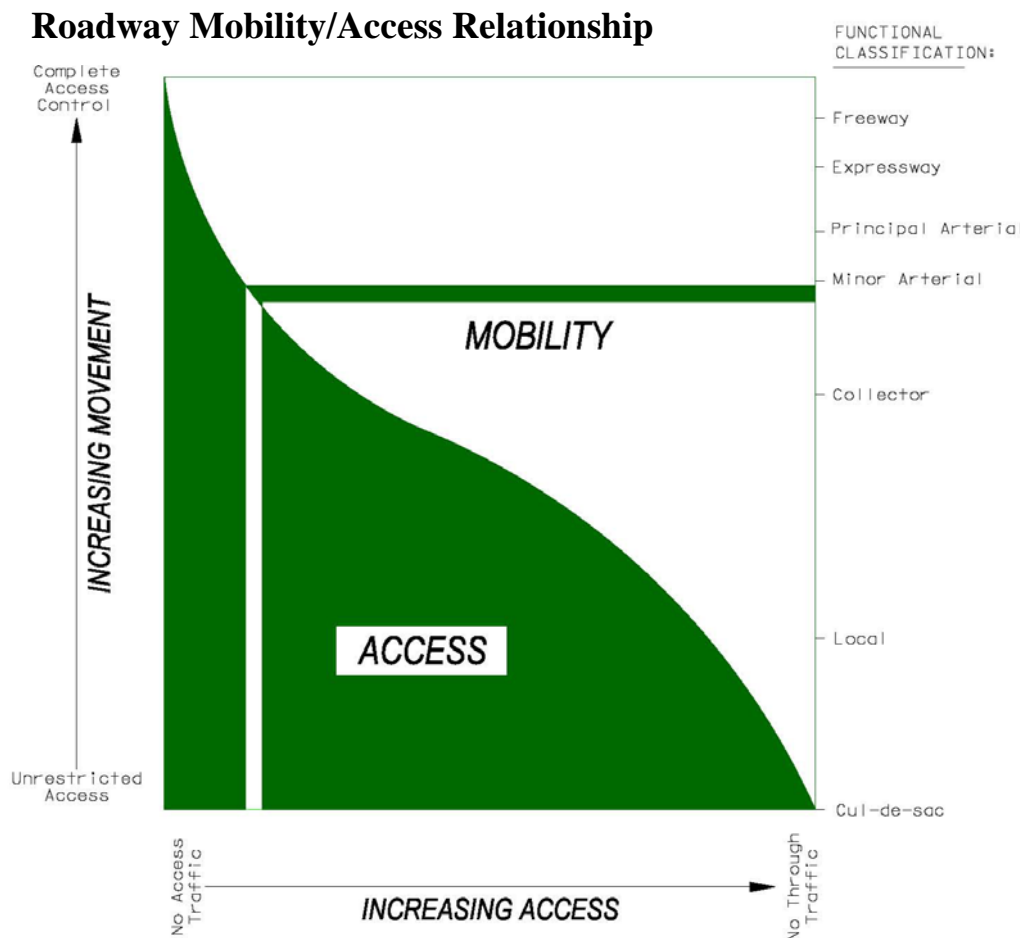
Table 2-2 Roadway Level of Service	
Level of Service	Volume to Capacity Ratio (V/C)
A	0.00 to 0.35
B	0.35 to 0.50
C	0.50 to 0.75
D	0.75 to 0.90
E	0.90 to 1.00
F	> 1.00
Source: Based on Highway Capacity Manual	

2.3 Access Management Guidelines

Access management guidelines are developed to maintain traffic flow on the network so each roadway can provide its functional duties, while providing adequate access for private properties to the transportation network. This harmonization of access and mobility is the keystone to effective access management.

Mobility, as defined for this Transportation Plan, is the ability to move people, goods, and services via a transportation system component from one place to another. The degree of mobility depends on a number of factors, including the ability of the roadway system to perform its functional duty, the capacity of the roadway, and the operational level of service on the roadway system.

Access, as applied to the roadway system in Le Sueur County, is the relationship between local land use and the transportation system. There is an inverse relationship between the amount of access provided and the ability to move through-traffic on a roadway. As higher levels of access are provided, the ability to move traffic is reduced. The graphic below illustrates the relationship between access and mobility.



Each access location (i.e. driveway and/or intersection) creates a potential point of conflict between vehicles moving through an area and vehicles entering and exiting the roadway. These conflicts can result from the slowing effects of merging and weaving that takes place as vehicles

accelerate from a stop turning onto the roadway, or deceleration to make a turn to leave the roadway. At signalized intersections, the potential for conflicts between vehicles is increased, because through-vehicles are often required to stop at the signals. If the amount of traffic moving through an area on the roadway is high and/or the speed of traffic on the roadway is high, the number and nature of vehicle conflicts are also increased.

Accordingly, the safe speed of a road, the ability to move traffic on that road, and safe access to cross streets and properties adjacent to the roadway all diminish as the number of access points increase along a specific segment of roadway. Because of these effects, there must be a balance between the level of access provided and the desired function of the roadway.

In Le Sueur County, access standards and spacing guidelines are recommended as a strategy to effectively manage existing ingress/egress onto County roadways and to provide access controls for new development and redevelopment. The proposed access standards (driveway dimensions) are based on Minnesota Department of Transportation (Mn/DOT) State-Aid design standards. The access spacing guidelines for Le Sueur County are consistent with current practices of other counties and Mn/DOT. The hierarchy of the functional classification system should be maintained when applying the access spacing guidelines to the roadway network (i.e. at a Minor Arterial roadway, a Collector Street should have priority access over a Local Street or adjacent property). When there is opportunity for site/property access on more than one public roadway, access shall be taken on the lower-function or lower-volume roadway. Table 2-3 – Access Spacing Guidelines below presents the proposed access spacing guidelines for the Le Sueur County roadway network.

Table 2-3 – Access Spacing Guidelines

Type of Access	Minor Arterials			Minor & Major Collectors		
	Urban Core	Urbanizing	Rural	Urban Core	Urbanizing	Rural
Primary, Full Movement, Public Street	1/8-mile	1/4-mile	1/2-mile	1/8-mile	1/8-mile	1/2-mile
Conditional Secondary, Public Street	1/8-mile	1/8-mile	1/4-mile	1/16-mile	1/8-mile	1/4-mile
Traffic Signal Spacing	1/4-mile	1/4-mile	1/2-mile	1/8-mile	1/4-mile	1/2-mile
Site/Property Access	Permitted, Subject to Conditions	Not Permitted	Permitted, Subject to Conditions	Permitted, Subject to Conditions	Permitted, Subject to Conditions	Permitted, Subject to Conditions

Primary, Full Movement Public Street Access – These access types include other collector or arterial roadways that provide continuity in the roadway network and access to large geographic areas.

Conditional Secondary Public Street – These access types include other collector and other public (local) roadways. These accesses are subject to restricted movements, if needed, including right-in/right-out, left-in.

Traffic Signal Spacing – Traffic signal installation requires a Signal Justification Report (SJR) and is subject to the warrants provided in the Minnesota Manual of Uniform Traffic Control Devices. Signal placement typically coincides with a Primary, Full Movement Public Street Access.

Site/Property Access – These access types include any public or private access to a specific adjacent property. Examples of these types of accesses include private residences, townhome association roadways, retail malls, industrial sites, public and private schools, government offices. Site/Property access that is permitted but subject to restrictions shall be at the discretion of the County engineer.

Note: These guidelines apply to County roadways only. Mn/DOT has access authority on all roadways under their jurisdiction.

2.4 Geometric Design Standards

Geometric design standards are directly related to a roadway's functional classification and the amount of traffic that the roadway is designed to carry. For Le Sueur County, geometric design standards were developed based on Mn/DOT State-Aid requirements. The proposed geometric design standards for Major and Minor Collector roadways are illustrated in Table 2-4. Table 2-5 identifies the standards for Local Roadways in both a rural and urban environment. These standards were developed to achieve adequate capacity within the roadway network, as well as a level of acceptance by adjacent land uses. Each component identified is essential to a particular roadway's ability to perform its function in the roadway network.

Table 2-4 – Major and Minor Collector Roadway Design Standards				
	2-Lane Undivided Rural AADT up to 1500	2-Lane Undivided Rural * AADT 1500 - 12,000	2-Lane Undivided Urbanizing AADT up to 9000	3-Lane Undivided Urbanizing AADT up to 12,000
Design Speed	55 mph	55 mph	30 – 40 mph	35 – 45 mph
Right-of-Way	80 – 100 ft	100 – 120 ft	66 – 100 ft	80 – 100 ft
Design Vehicle	WB-62	WB-62	WB-62	WB-62
Lane Width	12 ft	12 ft	12 ft	12 ft
Shoulder Width	4 ft	8-10 ft	10 ft	8 ft
Boulevard Width	N/A	N/A	6 – 10 ft	10 ft
Curb & Gutter	N/A	N/A	B624	B624/B424**
Grade	Up to 4.0%	Up to 4.0%	0.5% - 4.0% (desired)	0.5% - 4.0% (desired)
	Up to 6.0%	Up to 6.0%	0.5% - 6.0% (accepted)	0.5% - 6.0% (accepted)
Approach Grade	0.5% - 50ft Landing (desired)	0.5% - 50ft Landing (desired)	0.5% - 50ft Landing (desired)	0.5% - 50ft Landing (desired)
	2% - 25ft Landing (accepted)	2% - 25ft Landing (accepted)	2% - 25ft Landing (accepted)	2% - 25ft Landing (accepted)
* Also applies to Rural Minor Arterial Roadways				
** B424 required when design speeds are 45 mph or greater				

Table 2-5 – Local Roadway Design Standards			
	Local Rural	Local Urban	Local Urban With On-Street Parking*
Design Speed	40 – 55 mph	30 – 40 mph	30 – 40 mph
Right-of-Way (minimum)	66 ft	66 ft	66 ft
Design Vehicle	S-BUS 40	S-BUS 40	S-BUS 40
Lane Width	12 ft	12 ft	12 ft
Shoulder Width	4 ft	4 ft	8 ft
Boulevard Width	N/A	6 ft	8 ft
Curb & Gutter	N/A	B618	B618
Grade	Up to 4% (desired)	Up to 4% (desired)	Up to 4% (desired)
	Up to 8% (accepted)	Up to 8% (accepted)	Up to 8% (accepted)
Approach Grade	0.5% - 50ft Landing (desired)	0.5% - 50ft Landing (desired)	0.5% - 50ft Landing (desired)
	2% - 25ft Landing (accepted)	2% - 25ft Landing (accepted)	2% - 25ft Landing (accepted)
* If on-street parking is needed or desired costs shall be born by the city.			

UU Roadway Width – Roadway and travel lane widths are directly associated with a roadway's ability to carry vehicular traffic. On Major Collector and Minor Collector roadways, a 12' lane is required for each direction of travel. The 24' total travel width is needed to accommodate anticipated two-way traffic volumes without delay. In addition to the travel width, minimum shoulder widths are also required to accommodate stalled vehicles. Roadway widths not meeting the design standards will result in decreased performance of the particular roadway and additional travel demand on the adjacent roadway network components. For example, a sub-standard Major Collector roadway may result in additional travel demand on an adjacent Local street resulting in an overburden for adjacent landowners. Similarly, additional local circulation may result on an adjacent Minor Arterial resulting in reduced mobility for regional trips.

Sidewalk/Trail – Sidewalks and/or trails are encouraged in urban area adjacent to all Minor Collector, Major Collector, and Minor Arterial roadways to accommodate pedestrian, bicycle, and other non-motorized travel in a safe and comfortable manner and would be developed as a result of local initiative and funding. If bituminous trails are desired, an 8'-10' section meeting Mn/DOT bikeway standards is recommended. Concrete sidewalks of 5'-6' wide should be designed to comply with American's with Disabilities Act (ADA) requirements.

Design Speed – The design speed of a roadway is directly related to the roadway’s function in the roadway system. The focus of Minor Arterial roadways is mobility, therefore these roadways should be designed to accommodate higher travel speeds. Likewise, Minor Collector roadways are more focused on accessibility and could be designed to accommodate lower travel speeds. The function of Major Collectors is balanced between mobility and accessibility, therefore these roadways should be designed accordingly.

Right-of-Way Width – Right-of-way width is directly related to the roadway’s width and its ability to carry vehicular and pedestrian traffic in a safe and efficient manner. The roadway right-of-way widths identified in Table 2-4 are the minimum widths required. For Minor Collector streets in urban residential areas, a minimum right-of-way width of 66’ is necessary for the added roadway width, as well as to provide added setback distance between the roadway and homes along the roadway. Right-of-way widths ranging from 80 – 100’ are required on Major Collector roadways to accommodate the potential for higher traffic volumes and the need for additional lanes. All right-of-way requirements may be increased at the discretion of the County Engineer. Additional right-of-way width may be necessary to accommodate pedestrian facilities. Landscaping and/or berms should be placed outside of the County right-of-way.

Driveway Design Standards – Similar to roadway intersections, driveways create conflict points along county roadways. Improperly designed driveways may result in operational and safety deficiencies for both the roadway and driveway users. Design details for driveways on county roadways shall be consistent with Mn/DOT Standard Plates 7035 and 9000. The recommended driveway design standards for entrances on county roadways are presented below.

Table 2-7 – Driveway Design Standards			
	Commercial Industrial Farm/Field	Urban Residential	Rural Residential
Width	32’	16’	24’
Maximum Grade	8%	10-15%	10-15%
Approach Grade	0.5% - 25’ Landing	0.5% - 25’ Landing	0.5% - 25’ Landing
Entrance Radii	25’	NA	25’
Side Slope	1:6	NA	1:6

2.5 Roadway Jurisdiction

The jurisdictional designation of a roadway identifies which level of government owns and maintains it. This is an important element of a Transportation Plan, because it defines responsibilities for a roadway and affects many areas including regulatory, maintenance, construction, and financial. The current jurisdictional designation of roads within Le Sueur County is identified on Figure 2.2 – Existing Roadway Jurisdictional Designation.

Guidelines for Jurisdictional Designation

Jurisdictional designation is based on a variety of issues and factors including functional classification, system continuity, access control, type of trips served (purpose and length), traffic volumes, legal requirements, historical practices, and funding and maintenance issues. The primary goal in reviewing jurisdiction is to match the roadway's function with the unit of government best suited for its responsibility.

The following guidelines provide a framework to evaluate the jurisdiction of roadways in Le Sueur County. These guidelines will not determine if the jurisdictional transfers are feasible or politically acceptable, nor do they establish a timeframe under which transfers may occur. Instead, the guidelines define a common-sense approach for arriving at logical jurisdictional designations. It is not anticipated that all guidelines must be met in order for a jurisdictional designation to be recommended. However, a route meeting more criteria will have a stronger case for recommending a new route designation.

State Jurisdiction – Normally, state jurisdiction is focused on routes that can be characterized as follows:

- Functional classification of either a Principal Arterial or Minor Arterial;
- Typically longer routes serving statewide and interstate trips that connect larger population and business centers;
- Spaced at intervals that are consistent with population density, such that all developed areas of the state are within reasonable distance of an arterial (as a guide, rural arterial routes are considered to “serve” a community if it is within 10 miles or 20 minutes travel time on a minor arterial);
- Typically have design features (such as properly spaced access points), which are intended to promote higher travel speeds. They also accommodate more truck movements; and
- Typically carrying a major portion of trips entering and leaving urban areas as well as the majority of trips bypassing central cities.

County Jurisdiction – Typically, county jurisdiction is focused on routes that can be characterized as follows:

Rural Areas:

- Functional classification of Minor Arterial, Major Collector, or Minor Collector
- Provide essential connections and links not served by the Principal and other Minor Arterial routes. They serve adjacent larger towns that are not directly served by Principal and Minor Arterial routes, and they provide service to major traffic generators that have intra-county importance;
- Spaced at intervals that are consistent with population density so as to provide reasonable access to arterial or collector routes in developed areas;
- May provide links between local traffic generators and outlying rural areas.

Within Urban/Urbanizing Areas:

- Functional classification of either Principal Arterial or Minor Arterial;
- Carry higher traffic volumes or they provide access to major regional traffic generators (shopping centers, education centers, major industrial complexes);
- Provide connections and continuity to major rural collector routes accessing the urban/urbanizing area and they provide continuity within the urban/urbanizing area, but do not divide homogeneous neighborhoods;
- Emphasize higher mobility features than other Minor Arterial routes (i.e., some form of access management or access control).

City Jurisdiction – Typically, city jurisdiction is focused on routes that can be characterized as follows:

Collectors and Local streets that provide property access and local traffic circulation are normally under city jurisdiction. These streets typically constitute 65 to 80 percent of the entire urban system mileage and can be characterized as follows:

- Shorter in length (less than 1.5 miles) and carry low to medium volumes of traffic (500 to 3,000 ADT);
- Provide land access and traffic circulation to residential neighborhoods and to commercial and industrial areas (high access low mobility functions);
- May divide homogeneous residential neighborhoods to distribute trips to Arterial street system or their final trip destination.

Township Jurisdiction – Customarily, township jurisdiction is focused on rural routes that can be characterized as follows:

- Dead end routes;
- Low traffic volumes (less than 200 ADT);
- Functional classification of Local roadways;
- Minimal design features and most often are gravel surfaced;
- Primary purpose is to provide access to adjacent property;
- Link outlying rural areas to County Roads (CR) or County State Aid Highways (CSAH) and the route length is usually less than five miles between CR or CSAHs;
- Primarily serve farmsteads, small rural subdivisions, rural churches/cemeteries, and agricultural facilities;
- Have irregular access spacing, but most often provide access to farms, field entrances, and they sometimes “T” with other roadways or dead-end.

3.0 EXISTING TRANSPORTATION SYSTEM

An evaluation of the existing transportation system in Le Sueur County was completed and included evaluating crash records for accident trends, community growth trends to anticipate where roadways or intersections may approach capacity, and roadway continuity deficiencies.

3.1 Safety & Crashes

This planning-level analysis outlines the types of accidents most commonly occurring and where accident trends may exist. In the three-year time period from January 1, 2000 through December 31, 2002 there were 567 crashes on the county highway system in Le Sueur County. Crash data has been summarized and compared to statewide crash statistics for 2002. The results of this comparison indicates:

1. 183 crashes (32%) involved vehicles leaving their lane as either running off the roadway (right and left side) or sideswiping traffic in the opposing direction. In Le Sueur County, this number of vehicles leaving their lane is over twice the state average. These types of accidents may be the result of narrow shoulder and/or sharp curves.
2. 83 crashes (15%) occurred on ice-packed roadways. This number is 1.8 times the state average.
3. 249 crashes (44%) occurred during darkness at locations with no streetlights. While this rate is over 2.5 times the state average, it is recognized that most of this county highway system is rural.
4. 83 crashes (15%) involved vehicles overturning or rolling over. This is nearly 3 times the statewide average. These types of accidents may be the result of narrow shoulder widths, steep side slopes down to ditches, and/or sharp curves.
5. Young drivers in Le Sueur County were over-involved in county roadway crashes compared to statewide averages. 198 (26%) of the drivers involved in crashes were under the age of 19. This is 1.7 times the state average.

Crashes involving fixed objects along the roadside (23%) and involving deer (20%) were also over the statewide averages; however, the nature of the county roadway system and the characteristics of Le Sueur County would indicate that the exposure to these roadside hazards are higher. Given the higher exposure, the involvement does not seem higher than what would be expected.

The involvement of young drivers in crashes is also reflected in the statewide averages. Of particular note here is that Le Sueur County is over represented in this category. The 2000 Census was reviewed to see if the demographics of Le Sueur County would account for the higher than average involvement of young drivers in vehicle crashes. Le Sueur County had 27.4% of its total population under the age of 18 compared to the statewide average of 26.2%. The slight difference in age groups does not account for the 11% difference in involvement in crashes.

Specific locations were identified that experienced 5 or more crashes at the same location within the 3-year time period between January 1, 2000 and December 31, 2002. These include:

1. CSAH 11 at CSAH 13 north of Elysian. 2 crashes were recorded at the intersection and 4 additional crashes were recorded within 600' of the intersection.
2. CSAH 23 approximately 600' north of TH 99. 5 crashes were recorded at the same location.
3. CSAH 23 approximately 1 mile north of TH 99. 6 crashes were recorded at the same location.
4. CSAH 28 at CSAH 30 in Heidelberg. 6 crashes including one fatal were reported at this intersection.
5. CSAH 29 at CR 164 southeast of New Prague. 6 crashes occurred at the intersection or very close to the intersection.
6. CR 102 approximately ¼ mile south of TH 99. 5 crashes were recorded at the same spot at a point approximately 700' north of the railroad tracks.

It is noted that of the 11 crashes reported on CSAH 23 (items 2 and 3 above), 7 were deer crashes and the other 4 involved vehicles that ran off the roadway. The other locations involved other factors that need additional review to determine if improvements would help reduce crash occurrences, identify the appropriate safety improvement strategies and to evaluate the cost effectiveness of the strategies.

3.2 Volume & Capacity

According to the 2000 Census, each city in Le Sueur County had a population less than 5,000. According to the Minnesota Department of Administration, the estimated population in April of 2004 for the City of New Prague, which is located in both Le Sueur and Scott Counties, was 6,046, up nearly 33% from 2000. . The City of Le Sueur's population within the County grew in the same time period from 3,922 to 4,227, or by nearly 8%. While Le Sueur's corporate limits extend into Sibley County, only 3 households are located outside of Le Sueur County. The City of Montgomery experienced a similar growth rate to that of the City of Le Sueur, nearly 8%, from 2,794 in 2000 to 3,008 in 2004. These three cities located in the northern one-third of the County have accounted for approximately 57% of the County's growth since 2000. Cleveland, Washington, and Lanesburgh Townships grew by approximately 10% each between 2000 and 2004. Overall, cities' populations increased by over 10% from 2000 to 2004, compared to an average of approximately 5% for townships.

The County population in 2000 was 25,426, up 2,187 from 1990. In 2004, the estimated County population was 27,454, up approximately 8% from 2000. The overall character of the County is shifting from primarily rural, as current estimates indicate approximately one-half of the population lives in a city. However, the southern part of the County, around Lake Washington, Lake Jefferson, and German Lake are also experiencing development pressure and population growth.

While traffic forecasting was not completed as part of this Transportation Plan, based on the City of New Prague's existing (Map 7-3) and 2030 traffic volume projections (Map 7-5) located in Appendix A and the growth anticipated in the City of Montgomery and City of Le Sueur, it is anticipated that traffic volumes in the northern one-third of the County will increase at a greater rate than other portions of the County.

The traffic volumes on the county roads in Le Sueur County indicate that the traffic levels are well within road capacity thresholds. All road segment volumes recorded for 2003 indicated Average Daily Traffic (ADT) at levels below 5,000. The heaviest traveled road segments include:

- CSAH 26 in Le Sueur at 4,800 ADT (east of TH 112)
- CSAH 36 in Le Sueur at 4,350 ADT (west of TH 112)
- CSAH 26 in Montgomery at 4,350 ADT (east of TH 13/21)
- CR 164 in Lanesburgh Township at 3,100 (north of CSAH 29)

These traffic volumes indicate moderate congestion is likely at the intersections with state highways during the peak hours.

3.3 Roadway Continuity

The roadway network in Le Sueur County includes many segmented county roadways that are somewhat non-continuous. For purposes of longer, countywide trips, heavy reliance on the trunk highways in Le Sueur County is necessary. While this type of road network is adequate for a mostly rural county, it will become inadequate for developed and developing areas in the northern one-third of the County. As the population growth in these areas continue, the Major Collector network of county roads will need to be developed to make roadway connections to provide for the increasing mobility needs of the County.

4.0 FUTURE TRANSPORTATION SYSTEM

The future transportation system developed for Le Sueur County is based on principles and standards, strengths and limitations of the existing system, and anticipated future needs, including the urbanization of communities in the northern one-third of the County. The result is a transportation vision that supports the movement of people, goods, and services safely and efficiently.

4.1 Roadway Functional Classification

The existing functional classification system was last updated in 2003. The recommended future roadway functional classification for Le Sueur County is illustrated in Figure 4.1 and described in Table 4-1 below. This system was developed utilizing the functional classification criteria identified in Section 2.1 and the desired, long-term continuity vision described in Section 3.3.

It is noted that several of the future classification changes are in the northern one-third of Le Sueur County. This is due to the urbanization occurring and anticipated in this area. As identified in Section 2.1, in Urbanizing Areas, the spacing between roadways of the same classification becomes reduced (e.g. Urban Minor Arterial spacing is 1-2 miles, while Rural Minor Arterial spacing is 3-5 miles).

In municipal areas, roadway classifications increase one level upon entering the corporate city limits to reflect the differing roadway classifications in Rural and Urban areas, as described in Section 2.1. For simplicity and consistency in the regional roadway system, classifications of roadways within these urban areas are proposed to be consistent with the classification in rural areas. Roadway design standards and access management guidelines have been established for these roadways in both rural and urban areas to ensure their intended function and mobility needs can be achieved and maintained.

Table 4-1 Recommended Future Functional Classification Changes

Roadway	From (N or W)	To (E or S)	Existing Functional Classification	Future Functional Classification	Prerequisite for Change	Change Made
CSAH 30	TH 19	CSAH 26	Minor Collector	Major Collector	Upon reclassification of Scott County CSAH 11	Yes (2007 Update)
290 th St. & 15 th St.	CSAH 30	TH 13	Local	Minor Collector	Upon completion of upgrade to paved roadway and jurisdictional transfer is completed	No
CR 144	TH 19	CSAH 26	Local	Major Collector	Upon completion of continuous corridor from TH 19 to CSAH 29	Yes (2007 Update)
CR 144 Extension	CSAH 26	TH 21	None	Major Collector	Upon completion of new alignment	No
CSAH 29	TH 13	CSAH 28	Minor Collector	Major Collector	Upon completion of continuous corridor from TH 19	Yes (2007 Update)
CR 137	CSAH 28	CSAH 2	Local	Major Collector	Upon completion of upgrade to a paved roadway	No
CSAH 28	TH 13	CR 137	Major Collector	Minor Arterial	Completion of upgrade to 10- ton route in 2006, coordinate change with Rice County to include the Le Sueur County CSAH 28/Rice County CSAH 2 between TH 13 and TH 19	Yes (2007 Update)
New corridor	CSAH 26	TH 13	None & Local	Major Collector	Upon completion of continuous corridor	No
CSAH 11/ New Alignment	CSAH 9	CSAH 12	None	Major Collector	Upon completion of continuous corridor	No
CSAH 9 & CSAH 11 (east & north of Sanders Lake)	CSAH 11 (221 st Ave.)	CSAH 12 (German Lake Rd.)	Major Collector	Minor Collector	Upon completion of CSAH 11 realignment	No
CSAH 11/ Existing Alignment	CSAH 12	CSAH 9	Major Collector	Local	Upon completion of new alignment	No
CR 104/ New Alignment	CSAH 15	CR 103	Local	Minor Collector	Upon completion of continuous corridor	No

4.2 Safety Needs

To attempt to improve safety and reduce crash incidents, the County delineates county roadway edges and centerlines with striping. Re-striping the roadway edges and centerlines are completed on an annual basis. Additional efforts that may provide some benefit for the County include signing and providing street lighting at selected intersections. These are generally considered low-cost measures with high safety benefit.

As indicated in Section 3.2 – Safety and Crashes, young drivers in Le Sueur County are involved in vehicle crashes to a higher degree than the state average. Strategies to improve safety involving young drivers relate to education, enforcement, and licensing, rather than enhancements to roadway physical features.

It is recommended that the County conduct further analysis at the following crash locations to determine if improvements would help reduce crash occurrences:

- CSAH 11 at CSAH 13 north of Elysian
- CSAH 28 at CSAH 30 in Heidelberg
- CSAH 29 at CR 164 southeast of New Prague
- CR 102 approximately ¼ mile south of TH 99

It is also recommended that the intersection of TH 22 and CR 101 be monitored to review the effects that increased development in the Lake Washington area may have on intersection operations.

4.3 Capacity Needs

Due to the fairly low total population and the moderate growth experienced in the 1990's, traffic congestion on the overall County highway system is not anticipated in the foreseeable future. The highest traffic growth is anticipated in the northeast corner of the County near New Prague. Improvements to County Roads 29, 144, and 164 may be needed to support anticipated growth in this part of the County and to provide connectivity to the regional roadway system and to Scott County. The northerly extension of CR 144 to Scott County CSAH 15 is an example of the effort necessary to provide additional capacity to support the area's growth.

4.4 Continuity Needs

A vision of roadway continuity was developed to guide decisions relative to the spacing of roadways for functional classification purposes, as well as to understand priority corridors and traffic flow within the overall roadway network. Removing jogs in the corridors and improving overall roadway design will assist in the continuity of the overall system.

UNorth/South Corridors

- *TH 169* – located in the northwest corner of the County, this Principal Arterial roadway provides continuity north from the Twin Cities Metropolitan Area south to the City of Mankato and beyond to I-90, a Principal Arterial in the City of Blue Earth.
- *West County Border* – this series of roadways provide connectivity within Le Sueur County between the City of Mankato and the City of Le Sueur
 - *TH 22* – provides connectivity between the City of Mankato to Kasota and the City of St. Peter. South of Mankato TH 22 connects to I-90, and to the north TH 22 connects to the Principal Arterials of TH 212 in Glencoe, TH 7 in Hutchinson, and TH 23 in Richmond.
 - *CSAH 21* – connects the Minor Arterial roadways of TH 22 and TH 99.
 - *CSAH 23 and CSAH 36* – connects TH 99 to the City of Le Sueur.

- *West Central* – the series of roadways including CSAH 15 and CSAH 26 connect the Lake Jefferson area to the City of Le Sueur and to TH 169. If CSAH 15 were extended approximately 3.5 miles north to CSAH 28 a more direct means to access to TH 169 would be provided.
- *Central* – County Road 11 provides connectivity between the Minor Arterial roadways of TH 60 near the south County border in the City of Elysian to TH 19 at the north County border. In Scott County, this roadway becomes CSAH 3 and connects to the City of Belle Plaine and TH 169.
- *East Central* – TH 13 extends through Le Sueur County. To the south this roadway connects to Waseca and I-90 in Albert Lea. To the north, TH 13 extends to TH 169 in the City of Jordan.
- *Northeastern* – CR 144 provides an alternate route for local traffic to travel between Montgomery and New Prague. Upon completion of the link between CSAH 29 and TH 19 this roadway will connect with Scott County CSAH 15, which provides connectivity to TH 169 in Shakopee. Upon completion of the link between CSAH 26 and TH 21, the CR 3/CR 144 corridor will provide a continuous route between Waterville and Scott County that bypasses the Cities of Montgomery and New Prague.
- *East County Border* – This Le Sueur/Rice County line road provides connectivity between CSAH 2 to CSAH 29/15th Street West. This will provide connectivity to TH 169 via Scott County CSAH 17 with the completion of the only missing segment located in the northern most 1 – 1½ miles, which would connect to TH 19 at TH 13 in Rice County.

East/West Corridors

- *TH 19* - The corridor provides connectivity between TH 169 and the Minnesota River on the west and TH 52 on the east. TH 19 at TH 169 is the only interchange located in the County.
- *Southern New Prague* – CSAH 29 from the east County line to TH 13, along with 2 miles of unpaved 15th Street SW and 290th Street west to CSAH 30, provide opportunity for a route that would serve as an alternative to the TH 19 through downtown New Prague.
- *Northern* – CSAH 28 provides connectivity between TH 169 in the City of Le Sueur on the west, and to the east the route connects to the City of Lonsdale and access to I-35 by means of TH 19.
- *North Central* – CSAH 26 provides connectivity to TH 169 in the City of Le Sueur on the west via TH 112 and TH 93. To the east the route extends through the City of Montgomery into Rice County where it becomes CSAH 1. An alternative route on the east side would utilize TH 21 rather than CSAH 26. To the east, this route provides connectivity to an existing interchange at I-35 in Rice County.
- *Central* – This route consists primarily of TH 99, connecting the Cities of Le Center and Cleveland to TH 169 in St. Peter and beyond to TH 14 at the City of Nicollet. To the east, the route in Rice County connects to I-35 in the City of Faribault.
- *South Central* – This corridor extends east from TH 99 in the City of Cleveland and connects to the east to CSAH 10 in Rice County, which provide indirect connectivity to the City of Faribault.

- *Southeastern* – This corridor extends from the City of Cleveland to Waterville utilizing CSAH 13, CSAH 12, CSAH 11, and TH 13 to access the City of Waseca. This route would also provide connectivity to other Waseca County and Steele County roadways to access I-35 in the City of Medford.
- *TH 60* – TH 60 connects southern Le Sueur County and the Cities of Elysian and Waterville to the west to TH 169 and TH 14 in Mankato, I-35 in Faribault.

4.5 Jurisdictional Transfer

The guidelines identified in Section 2.5 – Roadway Jurisdiction, were utilized as a basis for determining which roadways have been identified as candidates for jurisdictional transfer in the short term. It is anticipated that additional roadways will be identified as candidates for jurisdictional transfer as part of the next update to this Plan. While this Plan recommends a number of potential transfers, it is understood that not every candidate will actually be transferred as proposed in this Plan and that some revisions in the Plan may be made in the future based on changing needs and situations.

To better understand how all of the roadway mileage in Le Sueur County is distributed between the state, county, and local cities and townships compared with other counties in Mn/DOT District 7, a review was completed of the most current (1996) jurisdictional centerline data available. Le Sueur County has nearly twice the number of miles of state roadways classified as Major Collectors than any other county in District 7. It is the state's desire to have a highway system that is made of Principal Arterials and some Minor Arterials. Le Sueur County also has the highest amount of County roadways functionally classified as Local roadways at 28%. Blue Earth is similar at 23%, however other counties range between 4-18%. Conversely, township road mileage represents 29% of the mileage in the County, compared to 36-56% in other Counties.

Section 2.5 and findings from the Mn/DOT District 7 evaluation provide the rationale for those roadways that have been targeted as transfer candidates. Further rationale is summarized as follows:

UUState to County – Roadways that are regionally significant, but are not significant statewide.

- TH 21 between TH 13 and the east County line – this 3-mile segment of roadway primarily connects the Cities of Montgomery and Faribault and has relatively low volume.
- TH 93 from the west County line to TH 112 – TH 93 as a whole provides connectivity between the Cities of Le Sueur and Henderson. Within Le Sueur County, the roadway segment is less than 0.25 miles and provides connectivity to TH 169. TH 93 primarily serves local and countywide traffic, and TH 13 and TH 99 primarily service regional traffic.
- TH 112 – this approximate 15-mile roadway provides connectivity from TH 169 in the City of Le Sueur to TH 99 in the City of Le Center. TH 112 primarily serves local and countywide traffic, and TH 13 and TH 99 primarily service regional traffic.

Table 4-2 – Potential Roadway Jurisdictional Transfer Candidates from Mn/DOT to County or City			
Roadway	Segment	Approx. Miles	Prerequisite for Change
TH 21	TH 13 to Rice County border	3	Coordination with Rice County; State funding contribution
TH 93	TH 169 to TH 112	3 blocks	Coordination with Sibley County; State funding contribution
TH 112 (to County)	TH 169 to TH 99	15	State funding contribution
TH 112 (to City of Le Sueur)	North of CSAH 26	1	Upon city's population reaching 5,000 & obtaining Municipal State Aid status; State funding contribution

County to City or Township – Tables 4-3, 4-4, and 4-5 and Figures 4.2 and 4.3 identify the roadway corridors identified by Le Sueur County as potential transfer candidates from the County to a township or city. Generally, potential transfer candidates include *most* county roadways with annual average daily traffic (AADT) volumes less than 100 vehicles per day (based on 2002 data) and functionally classified as Local roadways. Rationale for not including some roadways with less than 100 AADT as candidates for transfer include: continuity provided, natural/rustic preservation route potential (e.g. CR 116 north of CR 134), connectivity to Le Sueur County buildings, previous investment, and/or further review of traffic movement needed.

Roadways identified as potential transfer have been categorized into three (3) different levels to emphasize those corridors that the County wishes to focus discussions on in the near term versus those that would be discussed at some point in the future. Candidates in Level 1 generally have a lack of connectivity with other roads, serve to provide local circulation or property access, and have minimal conditions to be met before a change in jurisdiction could occur (e.g. reconstruction not necessary). Level 3 candidates have a low potential for through traffic, however other considerations may need to be evaluated or actions taken before a transfer in jurisdiction would be appropriate.

Table 4-3 – Level 1 Potential Roadway Jurisdictional Transfer Candidates from Le Sueur County

Roadway	Segment	Approx. Miles	Transfer To	Prerequisite for Change
CR 103	CR 104 to E end of 480 th St.	2.5	Washington Twp.	None, could be implemented immediately
CR 104	CSAH 18 to S end of Twp.	.5	Cleveland Twp.	Upon completion of realignment of 281 st Ave. southerly extension
	N end of Twp. 464 th St.	.25	Washington Twp.	
CR 111	CR 110 to CSAH 15	2	Cleveland Twp.	None, could be implemented immediately
CR 123	CSAH 32 to 191 st Ave.	2	Derrynaine & Lexington Twps.	None, could be implemented immediately
	340 th St. to CSAH 26	.5	Lexington & Montgomery Twp.	
CR 127	CSAH 11 to CSAH 2	2.5	Cordova Twp.	None, could be implemented immediately
CR 140	TH 13 to TH 13 (E side)	2.5	Montgomery Twp.	None, could be implemented immediately
CR 148	TH 99 to City of Cleveland	3	Cleveland Twp. City of Cleveland	None, could be implemented immediately
	W end of City to TH 99	.25		None, could be implemented immediately
CR 149	CR 113 to CR 114	1.5	Lexington Twp.	None, could be implemented immediately
CR 150	CR 110 to CR 114	.75	Cordova Twp.	None, could be implemented immediately
CR 151	S. Maple Ave. to CSAH 2	1.5	Cordova Twp.	None, could be implemented immediately
CR 152	CR 115 to Fairway Ln.	.75	Ottawa & Sharon Twp.	None, could be implemented immediately
CR 153	CR 115 to 368 th St.	.75	Sharon Twp.	None, could be implemented immediately
CR 160	CSAH 3 to TH 21	1.5	Montgomery Twp.	None, could be implemented immediately
CR 162	171 st Ave. to Montgomery Ave.	1	Montgomery Twp.	None, could be implemented immediately
CSAH 28	TH 169 to CSAH 28 (Cambria Ave.)	.25	City of Le Sueur	None, could be implemented immediately
CSAH 37	CSAH 35 to TH 112	.75	City of Le Sueur	None, could be implemented immediately
CSAH 40	E Washington St. to CSAH 39	2 blocks	City of Le Center	None, could be implemented immediately
CSAH 42	CSAH 21 to S. Mill St.	.25	City of Kasota	None, could be implemented immediately
CSAH 43	Hill St. to Main St.	2 blocks	City of Kasota	None, could be implemented immediately
CSAH 44	Hill St. to Main St.	2 blocks	City of Kasota	None, could be implemented immediately
CSAH 47	CSAH 46 (Broadway St.) to CSAH 15	.25	City of Cleveland	None, could be implemented immediately
CSAH 48	TH 99 to Broadway St.	.05	City of Cleveland	None, could be implemented immediately
CSAH 52	CSAH 14 S to W Hoosac St. N to CSAH 14	.5	City of Waterville	None, could be implemented immediately
CSAH 55	CSAH 3 to Laurel Ave. back to CSAH 3	.3	Kilkenny Twp.	None, could be implemented immediately
CSAH 60	TH 19 to CSAH 29	1	City of New Prague	Upon annexation
CSAH 63	CSAH 3 to S 1 st St.	.1	City of Waterville	None, could be implemented immediately

Table 4-4 – Level 2 Potential Roadway Jurisdictional Transfer Candidates from Le Sueur County				
Roadway	Segment	Approx. Miles	Transfer To	Prerequisite for Change
CR 102	Portion of roadway between City Limits and TH 22	.25	City of Kasota	Upon complete annexation of the land adjacent to the roadway
	TH 22 to CSAH 19	2.5	Kasota Twp.	None, could be implemented immediately
CR 105	CSAH 18 to E end of Twp.	1	Kasota Twp.	None, could be implemented immediately
	W end of Twp. to 470 th Ln.	1.5	Washington Twp.	
CR 106	CSAH 18 to S. end of Twp.	1	Cleveland Twp.	None, could be implemented immediately
	N. end of Twp. to 464 th St.	.25	Washington Twp.	
CR 108	CR 110 to CSAH 20 & 285 th Ave. to CSAH 15	1.5	Cleveland Twp.	None, could be implemented immediately
CR 113	CSAH 26 to CR 110	5	Sharon & Lexington Twp.	None, could be implemented immediately
CR 118	CSAH 11 to CSAH 28	3.5	Derrynaine Twp.	None, could be implemented immediately
CR 120	CR 118 to CSAH 32	2	Derrynaine Twp.	None, could be implemented immediately
CR 122	CSAH 32 to E. Twp. border	3.5	Derrynaine Twp.	None, could be implemented immediately
	W. Twp. border to CSAH 30	1	Lanesburgh Twp.	
CR 125	CSAH 32 to CR 136	3	Lexington Twp.	None, could be implemented immediately
CR 128	CSAH 11 to 201 st St.	2.5	Cordova Twp.	None, could be implemented immediately
CR 129	N of TH 60 on E Twp. border	.25	Elysian Twp.	Need to coordinate with Blue Earth County to maintain connectivity to Blue Earth County CR 189
CR 131	TH 60 to E Twp. border	.25	Elysian Twp.	None, could be implemented immediately
	W Twp. border to CSAH 6	1.5	Waterville Twp.	
CR 132	CSAH 3 to Le Sueur Ave.	2	Waterville Twp.	None, could be implemented immediately
CR 133	CSAH 10 to CR 137	2.5	Waterville Twp.	None, could be implemented immediately
CR 135	TH 13 to CR 137	3.5	Kilkenny Twp.	None, could be implemented immediately
CR 136	400 th St. (CR 138) to TH 13	4.5	Kilkenny Twp.	None, could be implemented immediately
CR 138	CR 136 to CR 137	5.5	Montgomery & Kilkenny Twps.	None, could be implemented immediately
CR 139	CSAH 3 to CR 137	2	Montgomery Twp.	None, could be implemented immediately
CR 141	CR 136 to CR 161	2	Montgomery Twp.	None, could be implemented immediately
CR 157	CR 118 to CR 121	2.75	Derrynaine Twp.	None, could be implemented immediately
CR 158	CR 125 to TH 99	3	Lexington Twp.	None, could be implemented immediately
CR 159	CR 135 to 430 th St. (CR 134)	2	Kilkenny Twp.	None, could be implemented immediately
CSAH 3	CSAH 26 to TH 21	1	City of Montgomery	Upon completion of southerly extension of CR 144
CSAH 9	CSAH 11 (221 st Ave.) to CSAH 7 (201 st Ave.)	2.5	Elysian & Cordova Twps.	County to take over portions of 193 rd Ave., 490 th St., and 201 st Ave. between CSAH 12 and CSAH 14
CSAH 40	CSAH 39 to TH 99	4 blocks	City of Le Center	None, could be implemented immediately
CSAH 41	CSAH 21 to east city limits	.5	City of Kasota	None, could be implemented immediately
CSAH 53	CSAH 3 to TH 13	.5	City of Waterville	None, could be implemented immediately
CSAH 56	CSAH 57 to CSAH 3	.25	City of Montgomery	Upon completion of realignment of CSAH 3

Table 4-5 – Level 3 Potential Roadway Jurisdictional Transfer Candidates from Le Sueur County				
Roadway	Segment	Approx. Miles	Transfer To	Prerequisite for Change
CR 110	CSAH 23 to TH 99	8.5	Ottawa, Sharon, Kasota & Cleveland Twps.	Upon transfer of TH 112 from State to County
CR 112	CSAH 26 to 400 th St.	5	Sharon Twp.	None, could be implemented immediately
	400 th St. to CSAH 2	2.5	Cleveland Twp.	
CR 114	CSAH 11 to CSAH 26	1	Lexington Twp.	None, could be implemented immediately
CR 118	TH 169 to CSAH 11	4.5	Tyrone Twp.	Upon closure of access to TH 169
CR 121	TH 19 to 340 th St.	6	Derrynaine Twp.	None, could be implemented immediately
	340 th St. to CSAH 26	1	Lexington Twp.	
CR 164	CR 145 to CR 137	3.5	Lanesburgh Twp.	None, could be implemented immediately

UUCity or Township to County – Table 4–6 identifies the potential roadway jurisdiction transfer candidates from a township to the County. Rational for transferring specific roadways include the corridor provides regional connectivity, or in the case of 290th Street, it relieves local traffic from using TH 19.

Table 4-6 – Potential Roadway Jurisdictional Transfer Candidates from Township to County				
Roadway	Segment	Approx. Miles	Transfer From	Prerequisite for Change
Sassel Lake Ln.	CSAH 11 and N	1	Elysian Twp.	Upon completion of southerly extension of CSAH 9 to CSAH 11 and upgrade to a paved route
193 rd Ave.	CSAH 14 to 490 th St.	1	Elysian Twp.	Upon completion of upgrade to paved route
201 st Ave.	CSAH 12 to 490 th St.	.75	Elysian Twp.	Upon completion of upgrade to paved route
290 th St.	CSAH 30 to TH 13	2	Lanesburgh Twp.	Upon completion of upgrade to paved route
311 th Ave.	416 th St. to 418 th St.	.25	Cleveland & Kasota Twps.	None
370 th Ave.	CSAH 20 to 416 th St.	.5	Cleveland Twp.	None
416 th St.	370 th Ave. to Cherry Creek Ln.	.5	Cleveland Twp.	None
490 th St.	201 st Ave. to 193 rd Ave.	.75	Elysian Twp.	Upon completion of upgrade to paved route

Based on the recommended jurisdictional transfers, a summary of mileage impacts to each roadway system is presented in Table 4-7 – Jurisdictional Transfer Mileage Summary.

Table 4-7 Jurisdictional Transfer Mileage Summary			
Jurisdiction	Existing Mileage (miles)	Potential Future Mileage (miles)	Potential Net Change (miles)
State	110.5	90.5	-20
County	504.6	398.5	-106
City	84.0	93.25	+9.25
Township	305.1	422.75	+117.75

UUUUUU Funding Transfer Candidates – Figures 4.2 and 4.3 also identify the roadway corridors targeted by Le Sueur County as candidates for a transfer in funding source from a county state aid highway to county road funding designation. The following is the criteria necessary for county state aid highway designation based on current state rules (October 2006):

- Projected to carry relatively heavier traffic volume or is functionally classified as collector or arterial as identified on the county's functional classification plans as approved by the county board;
- Connects towns, communities, shipping points, markets within a county or in adjacent counties; provides access to rural churches, schools, community meeting halls, industrial areas, state institutions, and recreational areas; or serves as principal rural mail route and school bus route; and
- Provides an integrated and coordinated highway system affording, within practical limits, a state aid highway network consistent with projected traffic demands.

Jurisdictional Transfer Implementation

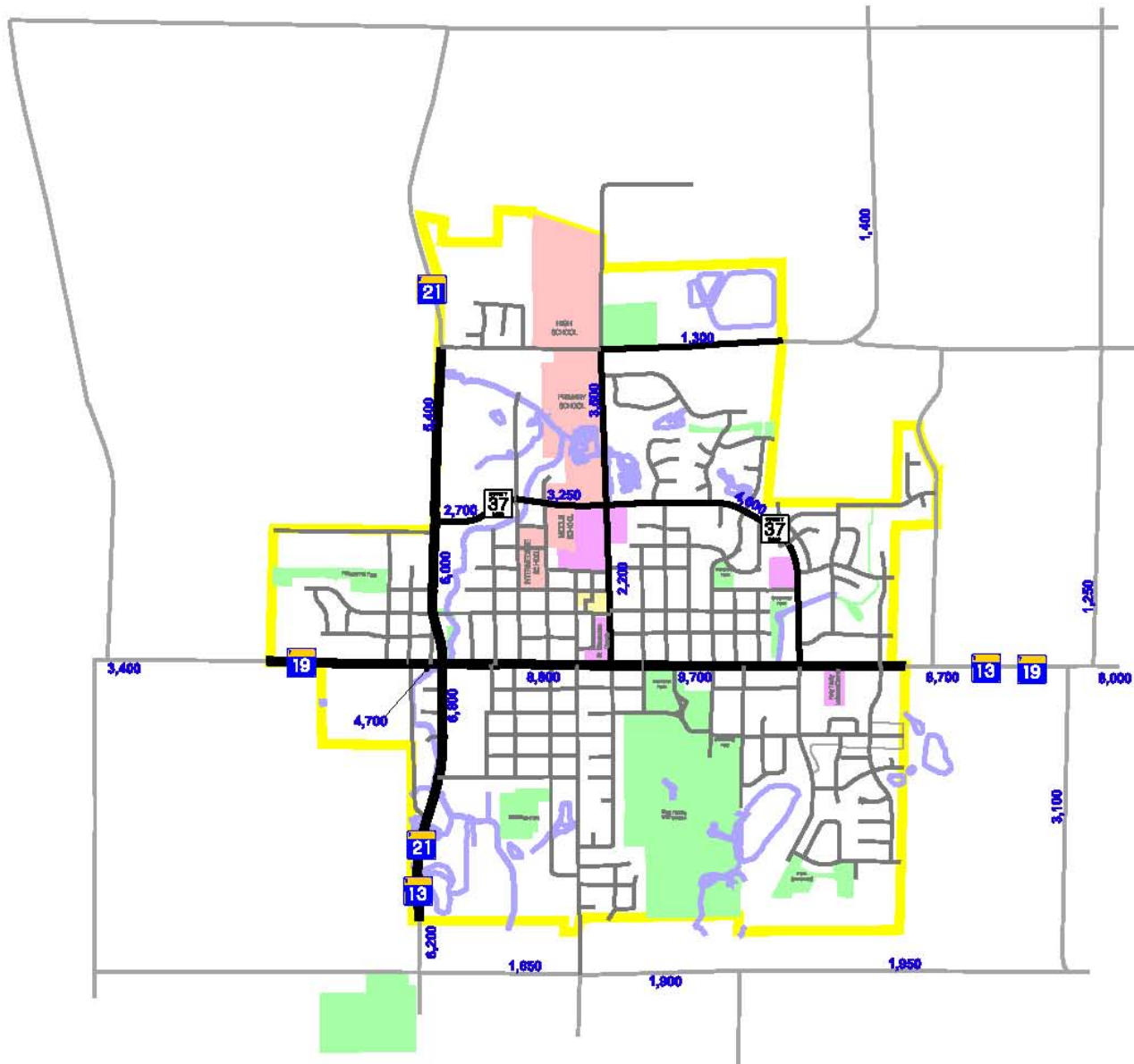
Before addressing specific transfers, it is recommended that Le Sueur County develop a Memorandum of Understanding (MOU) that outlines the process for negotiating potential jurisdictional changes. The MOU would address issues such as:

1. Schedule or Timeframe of Proposed Transfers
 - A non-binding schedule (goal) for the jurisdictional transfer of identified routes within the 2025 timeframe.
2. System Issues and Legal Requirements
 - The ability to transfer mileage between the state, state-aid and local road system
 - The receiving agency's ability to use funding from turnback accounts for maintenance and improvements.
 - The requirements if a route is reverted to a township (i.e., the county must meet the requirements set forth in Minnesota Statutes, which require a public hearing, completion of repairs or improvements to meet standards for comparable roadways in the town and continued maintenance for a two-year period before date of revocation).
 - Further limitations on establishment, alteration, vacation or revocation of county highways as described in Minnesota Statutes Section 163.11.
3. Planning and Programming Issues
 - Any allocation of funds that will be made available from the transferring agency to the receiving agency.
4. Project Development, Design and Construction Issues
 - The process for development of projects, studies, right-of-way acquisition, design and construction of transferred routes.
 - The design and construction standards to be used for projects.
 - The process and framework for cost-sharing agreements.
5. Operational and Maintenance Issues
 - The responsibilities for utility permits, driveway access permits, changes to traffic controls and signing, and level of routine regular maintenance.

APPENDIX A



City of New Prague Traffic Count Map



Map prepared by
the City of New Prague
Planning Department
7/22/04
comp_plan.apr

Sources: Traffic count information
received from MnDOT, Scott and
LeSueur County 2002 and 2003
traffic flow maps.

Map 7-3

Prepared by: Bolton & Menk, Inc.
T41.21449

Page 29



City of New Prague 2030 Traffic Volume Projections

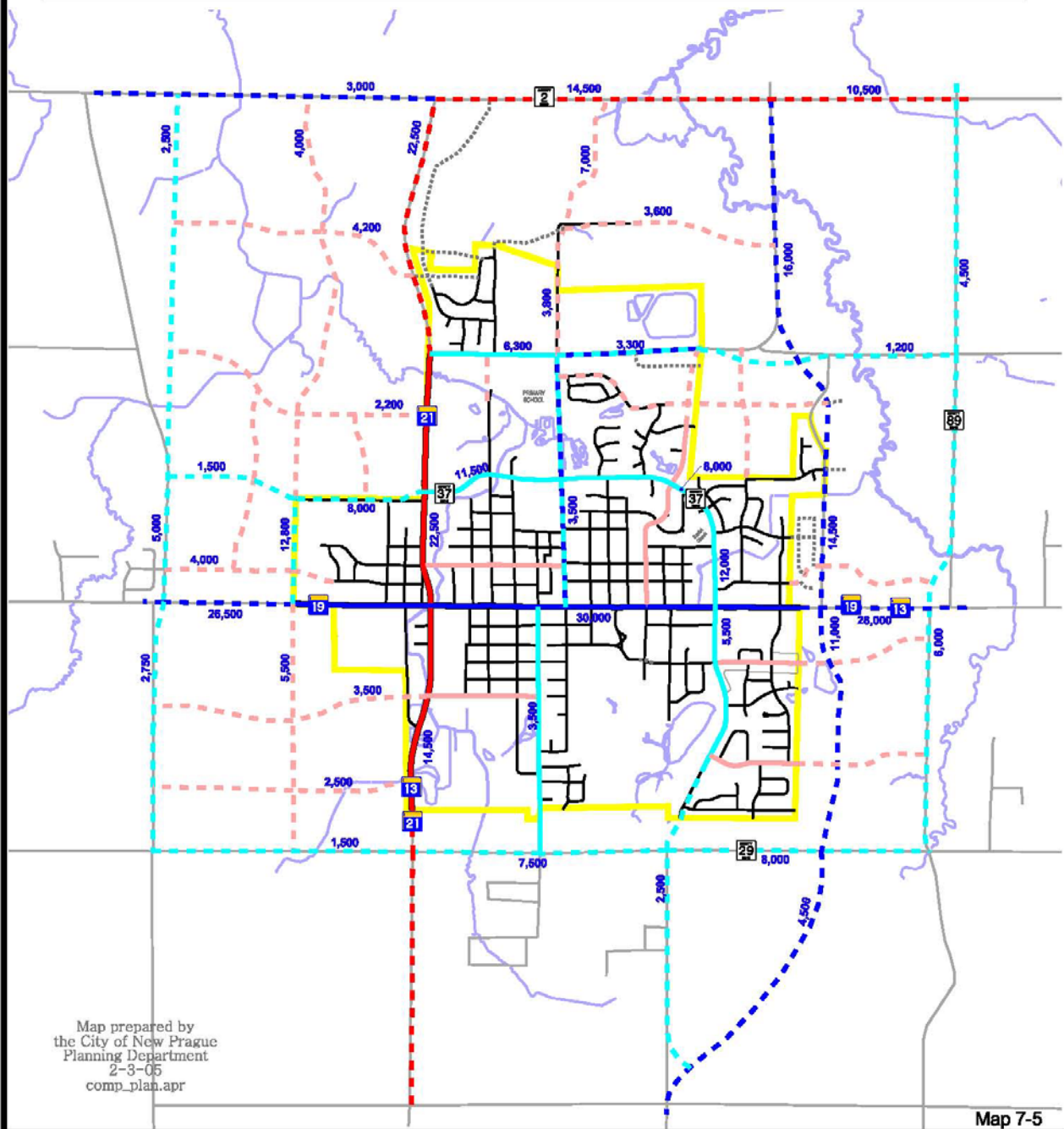


A Minor Arterial
 B Minor Arterial
 Major Collector
 Minor Collector

Proposed A Minor Arterial
 Proposed B Minor Arterial
 Proposed Major Collector
 Proposed Minor Collector
 (Potential) Local Roadway

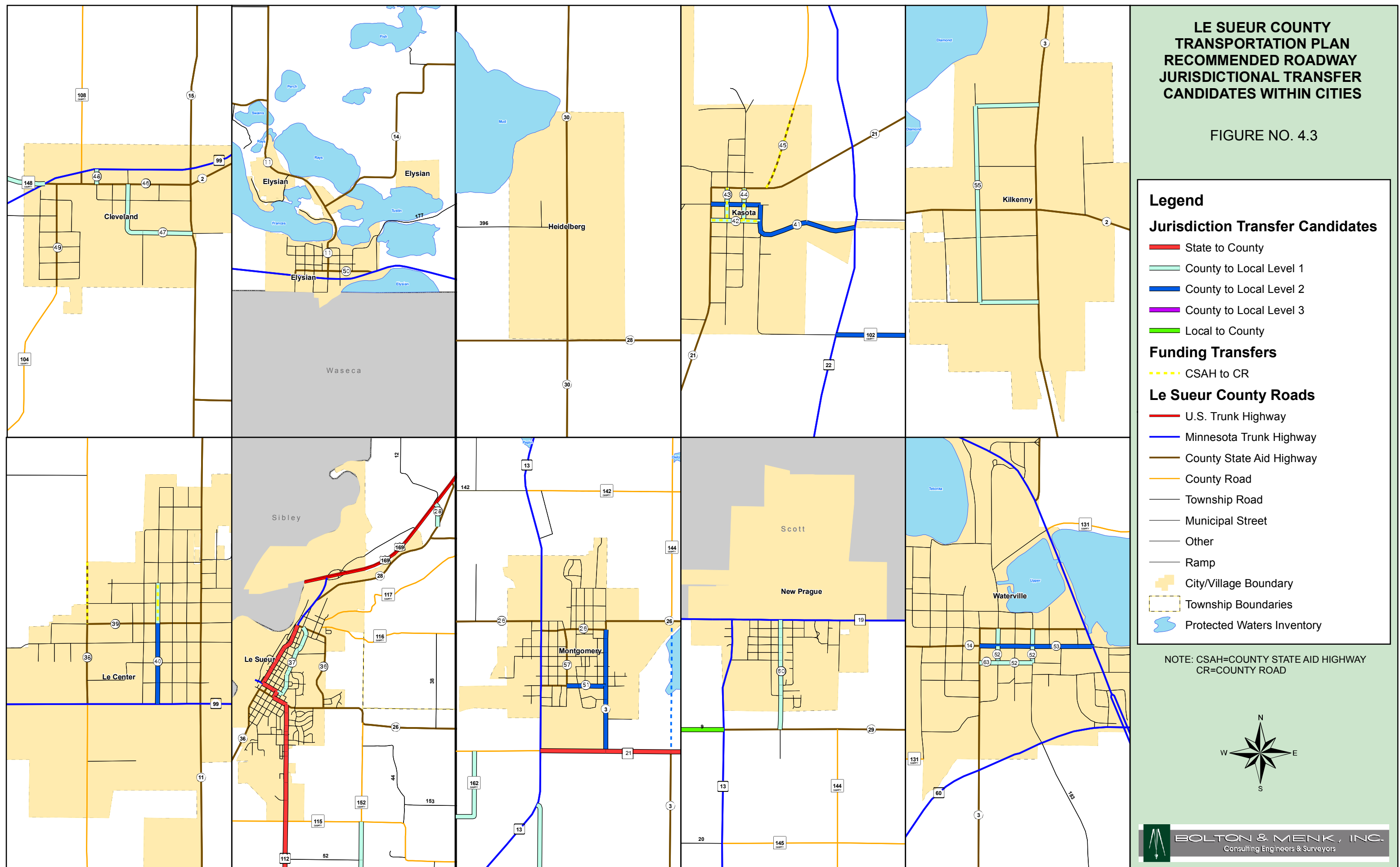
Parks
 Schools
 Hospital
 Church
 City Limits

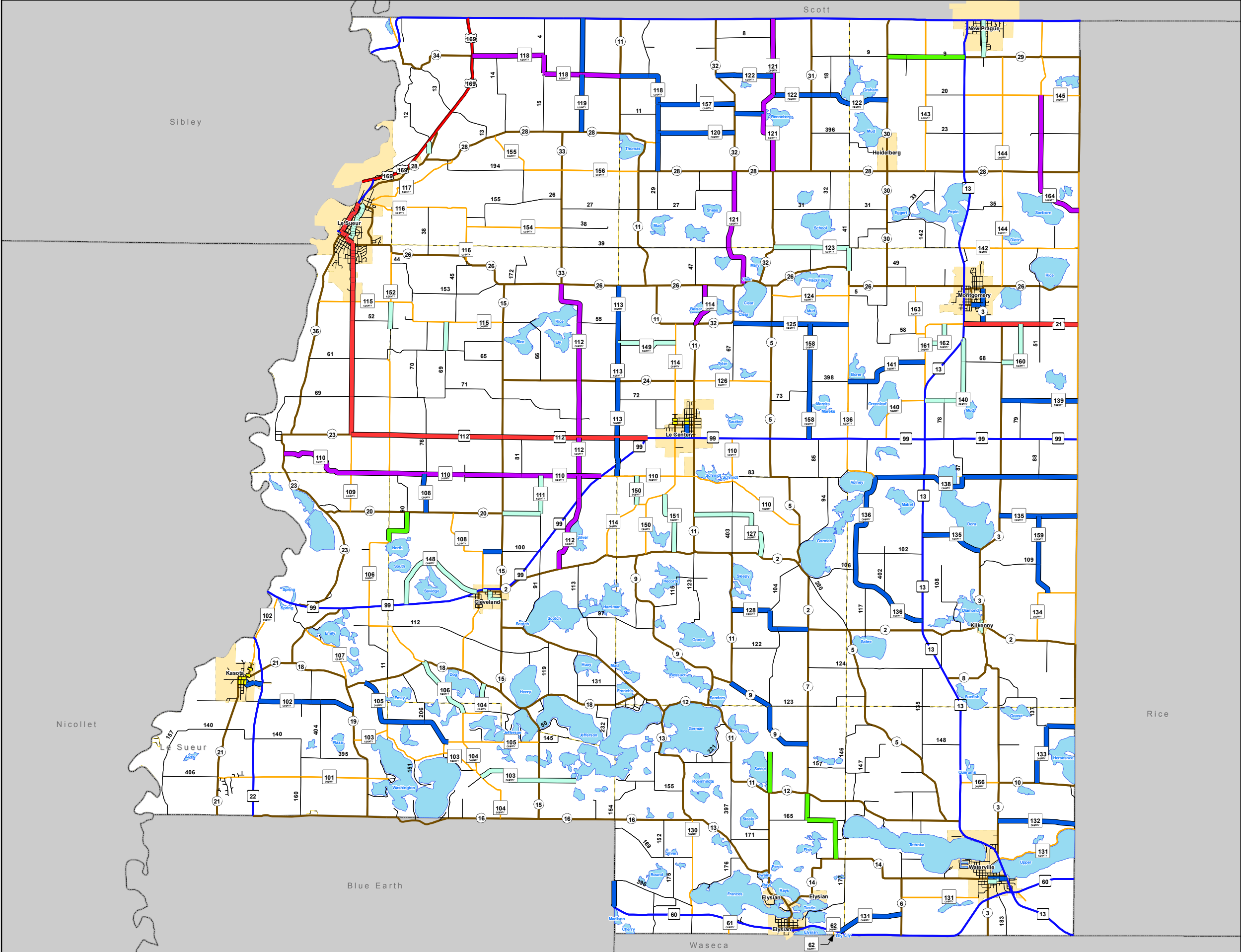
* Number shown by roadway segment is the projected daily traffic volumes (cars per day) at full development of the 2030 growth area boundary*



Prepared by: Bolton & Menk, Inc.
T41.21449

Page 30





**LE SUEUR COUNTY
TRANSPORTATION PLAN
RECOMMENDED ROADWAY
JURISDICTIONAL TRANSFER
CANDIDATES**

FIGURE NO. 4.2

Legend

Jurisdiction Transfer Candidates

- State to County
- County to Local Level 1
- County to Local Level 2
- County to Local Level 3
- Local to County

Funding Transfers

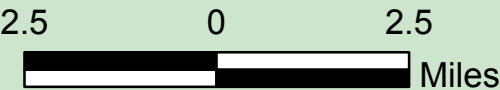
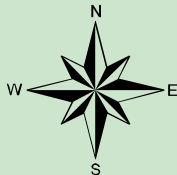
- CSAH to CR

Le Sueur County Roads

- U.S. Trunk Highway
- Minnesota Trunk Highway
- County State Aid Highway
- County Road
- Township Road
- Municipal Street
- Other
- Ramp

- City/Village Boundary
- Township Boundaries
- Protected Waters Inventory

NOTE: CSAH=COUNTY STATE AID HIGHWAY
CR=COUNTY ROAD



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

163.11 MS 1957 [Renumbered 441.265]

163.11 POWERS RELATING TO HIGHWAYS.

Subdivision 1. **Resolution.** County highways may be established, altered, vacated, or revoked by resolution of the county board. Any public highway within the county, other than a trunk highway, municipal state-aid street, or county state-aid highway, may be taken over as a county highway by resolution of the county board.

Subd. 2. **Contents of resolution.** The resolution shall contain a description of the highway. In the case of a newly established highway or the alteration of a highway, the resolution shall also contain a description of the several tracts of land through which the highway passes, the names of all persons known by the board to be the owners and occupants of each tract, and a description of the right-of-way, if any, needed therefor from each tract and the interest or estate therein to be acquired.

Subd. 3. **Acquiring necessary property.** All lands or properties needed for the establishment, location, relocation, construction, reconstruction, improvement, and maintenance of a county highway may be acquired by purchase, gift, or eminent domain proceedings as provided in chapter 117 and acts supplemental thereto, or as in section 163.12, subdivisions 1 to 10.

Subd. 4. **Vacation.** When a newly established, relocated, or altered county highway is opened for travel which takes the place of and serves the same purpose as any portion of another county highway, the county board may vacate any such portion of the other highway by resolution. The board shall cause personal service of the resolution to be made upon each occupant of land through which the vacated portions passed and shall also post notice of the resolution for at least ten days. A copy of the resolution together with proof of service and affidavit of posting shall be filed in the county auditor's office. Within 30 days after the service, any person claiming to be damaged by the vacation may appeal to the district court of the county for a determination of damages by serving notice of the appeal upon the county board and filing same with proof of service in the office of the court administrator of the district court. The appeal shall state the nature and the amount of damages claimed. It shall be tried in the same manner as an appeal from an award in eminent domain proceedings.

Subd. 4a. **Designation as county cartway.** A county board that has vacated a county highway under subdivision 4 may designate, as part of the vacating resolution, the former county highway as a county cartway. A highway designated as a county cartway is a county highway for purposes of this chapter, but the county board may not expend money from its road and bridge fund on the maintenance or improvement of a county cartway unless the county board determines that the expenditure is in the public interest. With the exception of the process provided in subdivision 5a, a county highway right-of-way that has been vacated, extinguished, or otherwise removed from the county highway system may not revert to a town.

Subd. 5. **Revocation and reversion; vacation by city or town.** The county board, by resolution, may revoke any county highway. The highway shall thereupon revert to the town in which it is located; provided that any such revoked highway or portion thereof lying within the corporate limits of any city shall become a street of such city. Roads or streets or any portion thereof so revoked and turned over to the town or city may be vacated by the town or city in the same manner as other town roads or city streets are vacated. If the vacation occurs within one year after the revocation by the county, damages occasioned by the vacation shall be paid by the county out of its road and bridge fund. No award of damages shall be made by the town or city for such vacation without the concurrence of the county board, and no action brought to recover damages for the vacation shall be settled or otherwise disposed of without the consent of the county board.

The county board may defend any action brought to recover damages for the vacation in the same manner and to the same extent as in a proceeding to vacate a county highway.

Subd. 5a. **Hearing on reversion to town.** Before adopting a resolution revoking a county highway that would revert in whole or in part to a town, the county board shall fix a date, time and place of hearing in the town where the highway is located to consider the revocation. Not less than 30 days before the hearing, the county board shall serve notice of the hearing by certified mail on each member of the town board of supervisors. At the hearing the town board and all interested persons shall be entitled to be heard and express their views on the proposed reversion of the highway to the town. After the hearing the county board may adopt a resolution revoking the highway. The resolution revoking the highway shall not be effective until the following conditions are met:

(1) the county has completed repairs or improvements on the highway that are necessary to meet the county standards for a comparable road in the county in which the town is located; and

(2) the county has properly recorded with the county recorder all county interest in real estate used for the highway.

Subd. 5b. **Revoked highway; maintenance.** A county highway that is revoked by a county board to a town under this section shall be maintained by the county for a period of two years from the date of revocation.

Subd. 6. **Prior acts confirmed.** Any prior action taken by any county board revoking any county highway and turning over such highway to any township as a town road is hereby recognized and confirmed.

Subd. 7. **Extinguishing interest in abandoned highway.** (a) The county board may by resolution and without other action pursuant to this section or other law disclaim and extinguish a county interest in a county highway if:

(1) the interest is not a fee interest;

(2) the interest was established more than 40 years earlier;

(3) the interest is not recorded with the county recorder;

(4) no highway improvement has been constructed on a right-of-way affected by the interest; and

(5) no highway maintenance on a right-of-way affected by the interest has occurred within the last 40 years.

(b) The resolution shall be filed and recorded with the county auditor and recorder, and with the local governing body of any organized township or municipality.

Subd. 8. **Extinguishing interest in highway abutting public water; notice.** Not less than 30 days before the hearing on any resolution to vacate, disclaim, or extinguish a county highway or an interest in a county highway that terminates at or abuts upon any public water, the county board shall serve notice of the hearing by certified mail on the commissioner of natural resources. The notice under this subdivision is for notification purposes only and does not create a right of intervention by the commissioner of natural resources.

Subd. 9. **Transfer of jurisdiction over county highway.** Notwithstanding subdivision 5, the county board may transfer jurisdiction and ownership of a county highway to another road authority, an agency of the United States, an agency of the state, or to an Indian tribe upon agreement between the county and the

authority, agency, or tribe to which the transfer is being made. Subdivision 5a provides the exclusive method of county highway reversion to towns.

History: 1959 c 500 art 4 s 11; 1973 c 123 art 5 s 7; 1978 c 460 s 1; 1978 c 674 s 60; 1980 c 402 s 1; 1983 c 125 s 1; 1985 c 169 s 3,4; 1986 c 444; 1Sp1986 c 3 art 1 s 82; 1989 c 183 s 2; 1994 c 436 s 1; 1Sp2003 c 19 art 2 s 16,17

162.02 MS 1957 [Repealed, 1959 c 500 art 6 s 13]

162.02 COUNTY STATE-AID HIGHWAY SYSTEM.

Subdivision 1. **Creation.** There is created a county state-aid highway system which must be established, located, constructed, reconstructed, improved, and maintained as public highways by the counties under rules not inconsistent with this section made and promulgated by the commissioner as provided in this chapter. The counties are vested with the rights, title, easements, and their appurtenances, held by or vested in any of the towns or municipal subdivisions or dedicated to the public use prior to the time a road or portion of a road is taken over by the county as a county state-aid highway.

Subd. 2. [Repealed, 2014 c 227 art 1 s 23; 2014 c 286 art 4 s 2]

Subd. 3. [Repealed, 2014 c 286 art 4 s 2]

Subd. 3a. **Variances from rules and engineering standards.** (a) The commissioner may grant variances from the rules and from the engineering standards developed pursuant to section 162.021 or 162.07, subdivision 2. A political subdivision in which a county state-aid highway is located or is proposed to be located may submit a written request to the commissioner for a variance for that highway. The commissioner shall comply with section 174.75, subdivision 5, in evaluating a variance request related to a complete streets project.

(b) The commissioner may grant or deny the variance within 30 days of receiving the variance request. If the variance is denied, the political subdivision may request, within 30 days of receiving notice of denial, and shall be granted a contested case hearing.

(c) For purposes of this subdivision, "political subdivision" includes (1) an agency of a political subdivision which has jurisdiction over parks, and (2) a regional park authority.

Subd. 3b. **Insurance standards.** When reviewing data and information for the development of safety improvements for trunk highways and state-aid projects, the commissioner of transportation may consider, among other things, the Insurance Institute for Highway Safety's findings in addition to standards contained in Department of Transportation manuals, American Association of State Highway and Transportation Officials manual on design of highways and streets, and other applicable federal publications.

Subd. 4. **Location and establishment; commissioner's review.** The county boards of the several counties shall by resolution and subject to the concurrence of the commissioner locate and establish a system of county state-aid highways in accordance with the rules made and promulgated by the commissioner. It shall be the duty of the commissioner to review each system considering the availability of funds and the desirability of each system in relation to an integrated and coordinated system of highways. After review the commissioner shall by written order approve each system or any part thereof which in the commissioner's judgment is feasible and desirable. A certified copy of the order shall be filed with the county engineer.

Subd. 5. **Acquisition of necessary property.** The several county boards shall have power to acquire by purchase, gift, or condemnation in accordance with the provisions of chapter 117, and acts supplemental thereto, lands and properties necessary for the establishment, location, relocation, construction, reconstruction, improvement, and maintenance of the county state-aid highway system or as in section 163.12, subdivisions 1 to 10 inclusive.

Subd. 6. **System includes certain roads.** The system shall include all roads and extensions thereof which were designated on June 30, 1957, as state-aid roads, and which were on June 30, 1957, under the jurisdiction of the counties, and shall include all roads which were designated on June 30, 1957, as state-aid

parkways; provided, that with the consent and approval of the commissioner, any roads made a part of the county state-aid highway system by the provision of this subdivision may be abandoned, changed, or revoked by the county board having jurisdiction over such roads.

Subd. 7. **Establishment in new location or over established roads.** The county board of any county may establish and locate any county state-aid highway on new location where there is no existing road, or it may establish and locate the highway upon or over any established road or street or a specified portion thereof within its limits. Except as provided in subdivision 8a, no county state-aid highway shall be established or located within the corporate limits of any city without the approval of the governing body of the city, except that when a county state-aid highway is relocated the approval of the plans by the governing body shall be deemed to be a transfer of the previous location of the highway to the jurisdiction of the city. The approval shall be in the manner and form required by the commissioner.

Subd. 7a. **Prohibition against certain designations.** Notwithstanding Laws 1997, chapter 238, section 3, a county must follow the procedures established in this chapter for the establishment and designation of a county state-aid highway.

Subd. 8. **Approval by city.** Except as provided in subdivision 8a, no portion of the county state-aid highway system lying within the corporate limits of any city shall be constructed, reconstructed, or improved nor the grade thereof changed without the prior approval of the plans by the governing body of such city and the approval shall be in the manner and form required by the commissioner.

Subd. 8a. **Dispute resolution board.** If a city has failed to approve establishment, construction, reconstruction, or improvement of a county state-aid highway within its corporate limits under subdivision 7 or 8, the county board may, by resolution, request the commissioner to appoint a dispute resolution board consisting of one county commissioner, one county engineer, one city council member or city mayor, one city engineer, and one representative of the Department of Transportation. The board shall review the proposed change and make a recommendation to the commissioner. Notwithstanding any other law, the commissioner may approve the establishment, construction, reconstruction, or improvement of a county state-aid highway recommended by the board.

Subd. 9. **Commissioner's power.** When it shall be made to appear to the commissioner that the county board of any county has refused to locate and establish a county state-aid highway which in the opinion of the commissioner is necessary to provide an integrated and coordinated highway system, the commissioner may, until the county state-aid highway is located and established, withhold from the county so much of the county's share of the county state-aid highway fund as the commissioner deems advisable.

Subd. 10. **Abandonment or revocation.** County state-aid highways may be abandoned, changed, or revoked by joint action of the county board and the commissioner. If a county state-aid highway is established or located within the limits of a city, it shall not be abandoned, changed, or revoked without the concurrence of the governing body of such city; provided, that any county state-aid highway established or located within a city may be abandoned, or revoked without concurrence if the city refuses or neglects for a period of one year after submittal to approve plans for the construction of such highway which plans conform to the construction standards provided in the commissioner's rules.

Subd. 11. **Reverted trunk highways.** The county state-aid highway system is hereby increased in extent by the addition thereto of the mileage of all trunk highways reverted or turned back to the jurisdiction of the counties pursuant to law on and after July 1, 1965.

Subd. 12. **Former municipal state-aid streets.** Former municipal state-aid streets located in a city that previously received money from the municipal state-aid street fund but whose population fell below 5,000

under the 1980 or 1990 federal census must be included in the county state-aid highway system, subject to the approval of the governing bodies of the city and the county. An action taken by a county board approving the inclusion of a former municipal state-aid street in the county state-aid highway system must also include a resolution taking over the street as a county highway under section 163.11. The county state-aid highway system is increased in extent by the addition of the mileage of municipal state-aid streets reverting or turned over to the jurisdiction of the counties under this subdivision.

History: 1959 c 500 art 3 s 2; 1967 c 320 s 1; 1969 c 63 s 1; 1973 c 123 art 5 s 7; 1976 c 2 s 172; 1979 c 167 s 2; 1980 c 509 s 53; 1982 c 424 s 130; 1984 c 465 s 1,2; 1985 c 248 s 70; 1986 c 444; 1988 c 629 s 38; 1991 c 233 s 58; 1991 c 298 art 4 s 5; 1995 c 233 art 2 s 56; 1996 c 455 art 7 s 1-3; 1997 c 238 s 1; 1Sp2003 c 19 art 2 s 11-13; 2004 c 295 art 1 s 3; 1Sp2005 c 6 art 3 s 9,10; 2008 c 350 art 1 s 3; 2010 c 351 s 11; 2012 c 287 art 3 s 6,7; 2013 c 127 s 10



Le Sueur County, MN

Tuesday, June 27, 2017

Board Meeting

Item 13

11:00 a.m. BKV WORKSHOP

Staff Contact: