

LE SUEUR COUNTY BOARD OF COMMISSIONERS MEETING AGENDA August 15, 2017

- 9:00 a.m. Agenda and Consent Agenda
 RE: August 1, 2017 Minutes and Summary Minutes
 RE: July 2017 Transfers
 RE: Ducks Unlimited Gambling Permit
 RE: Safari Club International Gambling Permit
- 2. 9:05 a.m. Claims (5 minutes)
- 3. 9:10 a.m. Human Services (35 min)
- 4. 9:45 a.m. BKV (20 min) RE: Justice Center Update
- 5. 10:05 a.m. Human Resources (5 min)

6. **10:10 a.m. Ryann Geldner (10 min)**

RE: German Jefferson Subordinate Sewer District Withdrawal Petition Submission

7. 10:20 a.m. Darrell Pettis, County Administrator / Engineer

- RE: Industrial Street Turnback
- RE: Reed Street Agreement
- RE: CR 136 Letter
- RE: Le Sueur Rice Joint Ditch Meetings Scheduled for JD 18, 63 and 5 on September 7, 2017 at 10:00 a.m.
- RE: Out of State Travel Request for Justin Lutterman, GIS

- 8. **10:45 a.m. Ann Traxler and Darrell Pettis (15 min)** RE: TZD Joyride Recognition
- 9. Commissioner Committee Reports
- 10. Future Meetings List



Le Sueur County, MN

Tuesday, August 15, 2017 Board Meeting

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9:00 a.m. Agenda and Consent Agenda

RE: August 1, 2017 Minutes and Summary Minutes

RE: July 2017 Transfers

RE: Ducks Unlimited Gambling Permit

RE: Safari Club International Gambling Permit

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting August 1, 2017

The Le Sueur County Board of Commissioners met in regular session on Tuesday, August 1, 2017 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfing, Lance Wetzel, Dave Gliszinski and John King. Brent Christian and Carol Blaschko were also present. Darrell Pettis and Joe Connolly were excused.

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

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

• Approved the July 25, 2017 County Board Minutes and Summary Minutes

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

Financial:	\$37,078.37
Soc Services:	\$96,383.30

Nik Kadel, Ditch Inspector appeared before the Board with a County Ditch Update.

Brent Christian, County Attorney appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved a revised Joint Powers Agreement for the Cannon Valley Drug Task Force.

Commissioner Committee Reports:

Commissioner Wetzel attended an LCDS meeting.

Commissioner Rohlfing attended the LCDS and Region 9 meetings.

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

Warrant #	Vendor Name	Amount
46222	Barnett Bros Inc.	\$ 2,739.00
46226	Braun Intertec Corp	\$ 6,528.75
46233	Department of Corrections	\$ 15,970.35
46252	I & S Group Inc.	\$ 9,647.00
46254	Javens Mechanical Contracting Inc.	\$ 8,249.98
46266	Mankato Landshapes Inc.	\$ 3,627.00

46278	Anthony Nerud	\$ 3,296.25
46290	Roadside Vegetation Mgt. LLC	\$ 31,597.26
46295	Selly Excavating Inc.	\$ 13,425.00
46298	South Side Electric Inc.	\$ 7,190.00
46299	S.M.C. Co. Inc.	\$ 16,656.76
46301	Streicher's Inc	\$ 2,277.07
46309	Traxler Construction Inc.	\$ 6,644.42
46317	William F. Wagner PH.D.	\$ 4,000.00
46320	Wenck Associates Inc.	\$ 24,234.36
46323	Wornson-Goggins-Zard	\$ 3,915.12
93 Claims p	aid less than \$2,000.00:	\$ 37,147.07
16 Claims p	aid more than \$2,000.00:	\$159,998.32
109 Total all		\$197,145.39

At the request of Commissioner Rohlfing, Stan Wills presented a brief update on the status of the West Jefferson project.

On motion by King, seconded by Gliszinski and unanimously approved, the Board adjourned until Tuesday, August 15, 2017 at 9:00 a.m.

ATTEST:

Le Sueur County Finance Director

Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, August 1, 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 <u>www.co.le-sueur.mn.us</u>.

•Approved the agenda. (Wetzel-King)

•Approved the consent agenda. (King-Gliszinski)

•Approved the Human Services claims: Financial \$37,078.37 and Soc Services \$96,383.30 (Wetzel-Gliszinski)

•Approved a revised Joint Powers Agreement for the Cannon Valley Drug Task Force. (Glisszinski-Wetzel)

•The following claims were approved for payment: (King-Wetzel)

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93 Claims pa	aid less than \$2,000.00:	\$ 37,147.07
16 Claims pa	aid more than \$2,000.00:	\$159,998.32
109 Total all	claims paid:	\$197,145.39
•Adjourned u	ntil Tuesday, August 15, 2017 at 9:00 a.m	. (King-Gliszinski)
ATTEST: Le	Sueur County Finance Director	

Le Sueur County Chairman

July 2017 Transfers

#1660	Transfer 34.14 from Victim Witness to Road & Bridge (Jan – June Fuel)
#1661	Transfer 32,103.95 from Revenue to Road & Bridge (Jan – June Fuel; EM – 261.12; Vet's – 941.91; Law Enf – 29,579.06; Assessor – 821.35; Maint-500.51)
#1662	Transfer 1,527.81 from Human Services to Road & Bridge (Jan – June Fuel)
#1663	Transfer 429.50 from Env Services to Road & Bridge (Jan – June Fuel)
#1664	Transfer 3,719.00 from Agency to Revenue (July Landshark)

MINNESOTA LAWFUL GAMBLING LG220 Application for Exempt Permit

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

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

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

ORGANIZATION INFORMATION

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

Organization Le Sueur County Ducks Unimited, Previous Gambling X-92557-16-00-
Minnesota Tax ID Federal Employer ID Number, if any: Number (FEIN), if any:
Mailing Address: 36618 231st Ave
city: Le Center
Name of Chief Executive Officer (CEO): Bradley M. Collins
Daytime Phone: 507-351-4747 Email: bcollinsb4ehotmail.com
NONPROFIT STATUS
Type of Nonprofit Organization (check one):
Fraternal Religious Veterans X Other Nonprofit Organization Attach a copy of one of the following showing proof of nonprofit status:
(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)
 A current calendar year Certificate of Good Standing Don't have a copy? Obtain this certificate from: MN Secretary of State, Business Services Division 60 Empire Drive, Suite 100 St. Paul, MN 55103 IRS income tax exemption (501(c)) letter in your organization's name Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500. IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of <u>both</u> of the following: 1. IRS letter showing your parent organization recognizing your organization as a subordinate. GAMBLING PREMISES INFORMATION
Name of premises where the gambling event will be conducted Lake Front Bar + Grill
Address (do not use P.O. box): 35032 Clear Lake Ln
City or Township: <u>Le Centes</u> zip: <u>SCOS7</u> county: <u>Le Sheus</u>
Date(s) of activity (for raffles, indicate the date of the drawing): 9-20-17
Check each type of gambling activity that your organization will conduct:
Bingo Paddlewheels Pull-Tabs Tipboards
Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$ 0 To date)
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on <i>Distributors</i> under <i>List of Licensees</i> , or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGM	Page 2
the Minnesota Gambling Control Board)	ENT (required before submitting application to
CITY APPROVAL for a gambling premises located within city limits	for a gambling premises
The application is acknowledged with no waiting period.	The application is acknowledged with no waiting period.
The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).	The application is activity to the bit of the
The application is denied.	The application is denied.
Print City Name:	Print County Name: Le Sueur
Signature of City Personnel:	Signature of County Personnel:
Title: Date:	
The city or county must sign before submitting application to the Gambling Control Board.	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name:
HIEF EXECUTIVE OFFICER'S SIGNATURE (requ	Title: Date:
eport will be completed and returned to the Board within 30 days chief Executive Officer's Signature:	UU
rint Name: DIAAIRY IN. Collins	
rint Name: Bradley M. Collins REQUIREMENTS	
EQUIREMENTS omplete a separate application for: • all gambling conducted on two or more consecutive days, or • all gambling conducted on one day. many one application is required if one or more raffle drawings are onducted on the same day. mancial report to be completed within 30 days after the ambling activity is done: financial report form will be mailed with your permit. Complete ad return the financial report form to the Gambling Control	MAIL APPLICATION AND ATTACHMENTS Mail application with:
• all gambling conducted on two or more consecutive days, or	MAIL APPLICATION AND ATTACHMENTS Mail application with:

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

An equal opportunity employer

MINNESOTA LAWFUL GAMBLING LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit Application Fee (non-refundable) organization that: Applications are processed in the order received. If the application conducts lawful gambling on five or fewer days, and is postmarked or received 30 days or more before the event, the awards less than \$50,000 in prizes during a calendar application fee is \$100; otherwise the fee is \$150. vear. Due to the high volume of exempt applications, payment of If total raffle prize value for the calendar year will be additional fees prior to 30 days before your event will not expedite \$1,500 or less, contact the Licensing Specialist assigned to service, nor are telephone requests for expedited service accepted. your county by calling 651-539-1900. ORGANIZATION INFORMATION Previous Gambling X-05810-16-007 Organization Safari Club International Minnesota Minnesota Tax ID Federal Employer ID Number, if any: 2016366 Number (FEIN), if any: 23-7435558 Mailing Address: PO Box 1303 ______State: MN____Zip: 55337 County: Dakota City: <u>Burns</u>ville Name of Chief Executive Officer (CEO): Brian Smith Email: <u>bsmit</u>h@fmcbank.com Daytime Phone: 952-484-8168 **NONPROFIT STATUS** Type of Nonprofit Organization (check one): Fraternal Religious Veterans Other Nonprofit Organization Attach a copy of one of the following showing proof of nonprofit status: (DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.) A current calendar year Certificate of Good Standing Don't have a copy? Obtain this certificate from: MN Secretary of State, Business Services Division Secretary of State website, phone numbers: 60 Empire Drive, Suite 100 www.sos.state.mn.us St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767 IRS income tax exemption (501(c)) letter in your organization's name Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500. IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of both of the following: 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and 2. the charter or letter from your parent organization recognizing your organization as a subordinate. GAMBLING PREMISES INFORMATION Name of premises where the gambling event will be conducted Caribou Gun Club (for raffles, list the site where the drawing will take place): ____ Address (do not use P.O. box): 30649 380th St City or Zip: 56058 County: Le Suer Township: Le Sueur Date(s) of activity (for raffles, indicate the date of the drawing): 9/13/17 Check each type of gambling activity that your organization will conduct: Paddlewheels Pull-Tabs Tipboards Bingo \checkmark Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: $\frac{33,437}{3,437}$ Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained fr

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devices

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDG the Minnesota Gambling Control Board)	MENT (required before submitting application to		
CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township		
The application is acknowledged with no waiting period.	The application is acknowledged with no waiting period.		
The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 da (60 days for a 1st class city).	The application is acknowledged with a 20 day weiting		
The application is denied.			
Print City Name:	Print County Name:		
Signature of City Personnel:	Signature of County Personnel:		
Title: Date:	Title: Date:		
	TOWNSHIP (if required by the county)		
The city or county must sign before submitting application to the Gambling Control Board.	On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name:		
	Signature of Township Officer:		
	Title: Date:		
CHIEF EXECUTIVE OFFICER'S SIGNATURE (red			
Chief Executive Officer's Signature:	ature; designee may not sign)		
REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS		
 all gambling conducted on two or more consecutive days, or all gambling conducted on one day. all gambling conducted on one day. anly one application is required if one or more raffle drawings aronducted on the same day. inancial report to be completed within 30 days after the ambling activity is done: financial report form will be mailed with your permit. Completed and return the financial report form to the Gambling Control 	 application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. 		
oard. our organization must keep all exempt records and reports for -1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).	Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.		
y the Gambling Control Board (Board) to etermine your organization's qualifications to e involved in lawful gambling activities in Innesota. Your organization has the right to fuse to supply the information; however, if	nformation when received information provided will our organization until the t. When the Board issues ion provided will become es not issue a permit, all mains private, with the ization's name and an public. Private data a re available to Board		

red

Office of the Minnesota Secretary of State Certificate of Good Standing

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Date Filed: File Number: Minnesota Statutes, Chapter: Home Jurisdiction:

Safari Club International, Minnesota Chapter 01/22/1975 M-254 317A Minnesota

This certificate has been issued on:

03/16/2017



Ateve Dimm

Steve Simon Secretary of State State of Minnesota



Le Sueur County, MN

Tuesday, August 15, 2017 Board Meeting

Item 2

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

Staff Contact:



Le Sueur County, MN

Tuesday, August 15, 2017 Board Meeting

Item 3

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

Staff Contact:



E Sueur Department of Human Services

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

Human Services Board Agenda August 15, 2017 @ 9:10 a.m.

100- INFORMATION/PRESENTATIONS:

- 101 General Updates and Highlights •
 - o 101.1 Introduction of Maria Frederick, Child Support Officer
 - 101.2 SNAP Expedited & 30-Day Processing Certificate
 - o 101.3 SNAP 2016 Data
 - 101.4 Child Support Awareness Month
 - 101.5 Human Services Performance Management Results

200- CHARTS/GRAPHS:

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
 - 231- Social Services Team
 - 232- Child Services Team
 - 232.1- Out Of Home Placement Report
 - 232.2- In-Home Family Therapy Report;
 - 233- Behavioral Health Team

300- BOARD APPROVAL ITEMS:

310 - Commissioner's Warrants

Minnesota Department of Human Services

Congratulations to

Le Sueur County Department of Human Services

For achieving a 96% or higher timeliness rate in both

SNAP Expedited & 30-Day Processing

January 1, 2017 – March 31, 2017

Presented June 2017

DEPARTMENT OF HUMAN SERVICES

Laura Ellis, Quality Assurance & Accountability Specialist tanna

Economic Assistance and Employment Supports Division

Kathy Bruen, SNAP Manage NENDANY

Economic Assistance and Employment Supports Division

Le Sueur County Performance Report

Child Safety and Permanency and MFIP/DWP Self-Support Index August 2017

Reporting Periods

Child Safety and Permanency: Jan. 1, 2016 – Dec. 31, 2016 MFIP/DWP Self-Support Index: April 2016 – March 2017



For more information contact:

Minnesota Department of Human Services Human Services Performance Management System DHS.HSPM@state.mn.us | (651) 431-5780

Report Date - August 2017

Child Safety and Permanency and MFIP/DWP DEPARTMENT OF HUMAN SERVICES **Self-Support Index Performance Report**

PERFORMANCE MANAGEMENT

HUMAN SERVICES

About this Report

The purpose of this report is to share county performance data on the Child Safety and Permanency and Minnesota Family Investment Program/Diversionary Work Program (MFIP/DWP) Self-Support Index measures as they relate to the Human Services Performance Management system (referred to as the Performance Management system).

This report contains data on four measures including:

- Jan. 1, 2016 Dec. 31, 2016 performance for Child Safety and Permanency measures,
- annualized April 2016 to March 2017 performance for the MFIP/DWP Self-Support Index measure,
- performance data trends for recent years, and ٠
- a performance comparison to other counties in the same Minnesota Association of County Social Services Administrators (MACSSA) region.

This report compares county performance to the thresholds established for the Performance Management system. The Performance Management system defines a threshold as the minimum level of acceptable performance, below which counties will need to complete a Performance Improvement Plan (PIP) as defined in statute. For counties below the threshold, an official PIP notification—with instructions for accessing PIP forms, PIP completion directions, and available technical assistance—will be sent in addition to this report.

Counties with Small Denominators

Child Safety and Permanency - When a county has a denominator less than 20, the Performance Management team will look at overall performance across the three Child Safety and Permanency measures to determine if a PIP is needed. In this instance, a county will not be subject to a PIP if the threshold has been met on two of the three measures.

Self-Support Index - The Minnesota Family Investment Program/Diversionary Work Program Self-Support Index measure does not exclude counties with small denominators. Any county with performance below their Range of Expected Performance is expected to complete a PIP.

Additional Information

Supplemental and background information about the Performance Management System can be found on CountyLink: www.dhs.state.mn.us/HSPM.

Report Date - August 2017

DEPARTMENT OF HUMAN SERVICES

PERFORMANCE MANAGEMENT

About the Racial and Ethnic Groups Performance Data

Performance Data by Racial and Ethnic Groups

This report provides performance data for counties by racial and ethnic groups where there were 30 or more people of a group included in the denominator. The race and ethnicity is that of the case applicant; other household members may have a different race and/or ethnicity that is not reported here.

Child Safety and Permanency

Child Safety and Permanency measures report Hispanic or Latino ethnicity separately from race. People are counted once by Hispanic ethnicity and again with their reported race so groups added together may exceed the total number of cases.

Self-Support Index

This report does not contain performance data for counties by racial and ethnic group for the S-SI.

Purpose

The racial and ethnic group data is included in this report for informational and planning purposes only. It does not give a complete picture of county performance, the communities being served, nor systemic inequities. As the Human Services Performance Management reports evolve, we intend to add additional demographic data to help counties better understand their performance and improve outcomes for all Minnesotans. The Performance Management system is not currently using this data to assess a county's need for PIPs.

No Data Available

Counties with low numbers (fewer than 30) for all but one racial or ethnic group do not have a graph of performance by racial and ethnic group available in this report.

Report Date - August 2017



New Measures Child Safety and Permanency

New Measures in 2017

The Human Services Performance Management System updated all of its Child Safety and Permanency measures to align with current federal and state measures.

Important Notes About these Changes:

Closing All Past PIPs for Child Safety and Permanency Measures - All existing PIPs for the Child Safety and Permanency measures will be closed. If your county performance is below the threshold for a new measure, you will be asked to create a *new* PIP, even if you had a PIP for the previous version of the measure.

Performance Trends - Historical data calculations included in this report reflect the new measures; this data will not match the data in previous reports.

	Child Repeat Maltreatment	Permanency (Reunification)	Relative Placement
Current System Measures	Of all children who were victims of a substantiated maltreatment report during a 12-month reporting period, the percent who were not victims of another substantiated maltreatment report within 12 months of their initial report.	Of all children who enter foster care in a 12-month period, the percent who are discharged to permanency within 12 months of entering foster care. (Includes discharges from foster care to reunification with the child's parents or primary caregivers, living with a relative, guardian	Of all days that children spent in family foster care settings during a 12-month reporting period, the percentage of days spent with a relative.
Previous System Measures	Percent of children with a maltreatment determination who do not experience a repeat maltreatment determination within six months.	Percent of children discharged from out-of-home placement to reunification who were reunified within 12 months.	Percent of children in family foster care or pre-adoptive homes that were placed with relatives.
	90.9%	40.5%	28.3%
New Thresholds	The federal threshold changed from 94.7% to 90.9% due to the change in timeframe. The Performance Management system adopted the federal threshold to remain consistent with the past system practice of aligning to the federal standard.	The federal threshold changed from 75.2% to 40.5% due to the expansion of cases included. The Performance Management system adopted the federal threshold to remain consistent with the past system practice of aligning to the federal standard.	Using the same formula developed for the previous version of this measure, the threshold is calculated at one standard deviation below the state average. The new threshold for this measure is 28.3%

Report Date - August 2017

About the Measure

Outcome: Children are safe and secure

HUMAN SERVICES PERFORMANCE MANAGEMENT

DEPARTMENT OF HUMAN SERVICES

Percent of children with a substantiated maltreatment report who do not experience a repeat substantiated maltreatment report within 12 months.

What is this measure?

Of all children who were victims of a substantiated maltreatment report during a 12-month reporting period, the percent who were not victims of another substantiated maltreatment report within 12 months of their initial report.

Why is this measure important?

County social services should increase the likelihood that children are safe from abuse and neglect. When a maltreatment determination is made, there is a heightened responsibility of the county to mitigate the threat of future harm to children. A repeat maltreatment determination indicates that the risk for the child has not been fully mitigated.

What affects performance on this measure?

- Service factors that influence this measure are the availability of the service array within the community; funding sources for services; support for the
 agency service plan by public partners, partnerships with schools, law enforcement, courts and county attorneys; the culture of the agency; and clear
 support and guidance from the Department of Human Services (DHS).
- Staff factors that influence this measure are the maturity, experience, and training of staff; the availability of experienced supervisors with sufficient time/workloads to mentor staff; adequate staffing capacity; turnover; and sufficient cultural competency for diverse populations.
- Participant factors that impact this measure are poverty; chemical use; economic stability; cultural perception of minimally adequate parenting as compared to ideal parenting; and the availability of safety net support for the parents from family, friends, and the community.
- Environmental or external factors that impact this measure are community understanding of cultural differences in child rearing, the diversity of new immigrant populations, existing cultural biases, and the availability of transportation and available housing.

Report Date - August 2017

Le Sueur County Performance

Outcome: Children are safe and secure.

Le Sueur PIP Decision

Percent of children with a substantiated maltreatment report who do not experience a repeat substantiated maltreatment report within 12 months.

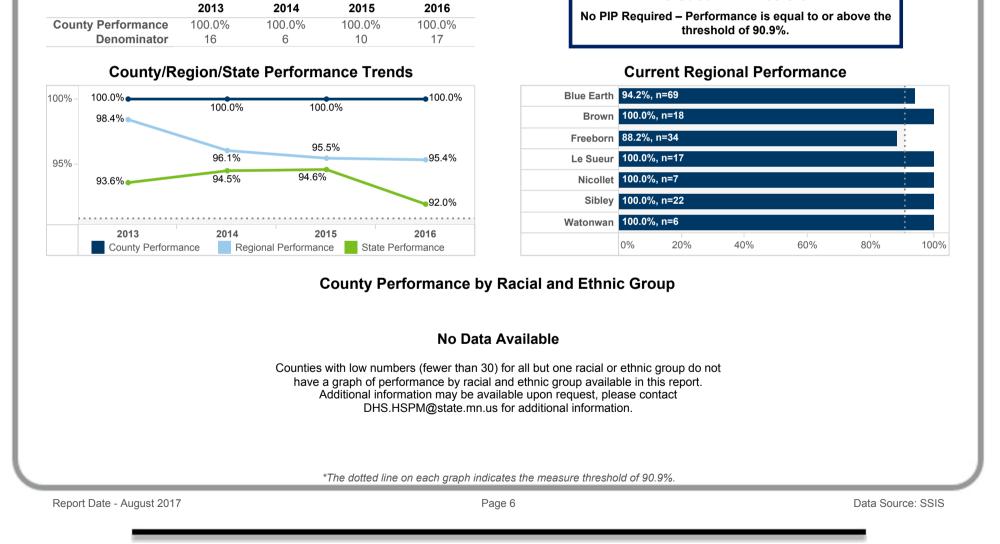
DEPARTMENT OF HUMAN SERVICES

PERFORMANCE MANAGEMENT

County Performance by Year

HUMAN SERVICES

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DEPARTMENT OF HUMAN SERVICES

PERFORMANCE MANAGEMENT

About the Measure

Outcome: Children have stability in their living situation

Percent of children discharged from out-of-home placement

to permanency in less than 12 months.

What is this measure?

Of all children who enter foster care in a 12-month period, the percent who are discharged to permanency within 12 months of entering foster care. (Includes discharges from foster care to reunification with the child's parents or primary caregivers, living with a relative, guardianship, or adoption.)

Why is this measure important?

For children removed from their birth family, the timely establishment of permanency is an important indicator of county efforts to ensure children have permanent families.

What affects performance on this measure?

- Service factors that influence this measure are the availability of the service array within the community; funding sources for services; support for the agency service plan by public partners, partnerships with schools, law enforcement, courts, and county attorneys; the culture of the agency; clear support and guidance from DHS; and the willingness of courts and county attorneys to engage in planning for families rather than waiting for perfection.
- Staff factors that influence this measure are the maturity, experience, and training of staff; the availability of experienced supervisors with sufficient time/workloads to mentor staff; adequate staffing capacity; turnover; and sufficient cultural competency for diverse populations.
- Participant factors that influence this measure are a family history of maltreatment; poverty; chemical use; economic stability; cultural perceptions
 of minimally adequate parenting as compared to ideal parenting; safety net support for the parents from family, friends, and the community; the
 availability of affordable housing options; and accessible transportation.
- Environmental or external factors that influence this measure are economic conditions that support low income families, "blame and punish" societal attitude toward parents who have failed, and the economy.

Report Date - August 2017

Le Sueur County Performance



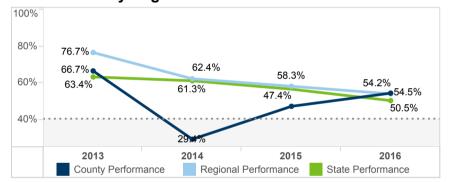
Outcome: Children have stability in their living situation

Percent of children discharged from out-of-home placement to permanency in less than 12 months.

County Performance by Year

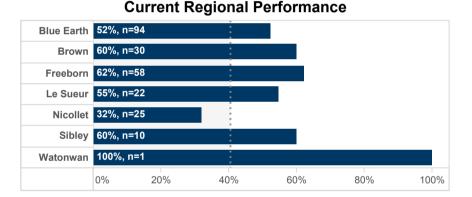
	2013	2014	2015	2016
County Performance	66.7%	29.4%	47.4%	54.5%
Denominator	9	17	19	22

County/Region/State Performance Trends



Le Sueur PIP Decision

No PIP Required – Performance is equal to or above the threshold of 40.5%.



County Performance by Racial and Ethnic Group

No Data Available

Counties with low numbers (fewer than 30) for all but one racial or ethnic group do not have a graph of performance by racial and ethnic group available in this report. Additional information may be available upon request, please contact DHS.HSPM@state.mn.us for additional information.

*The dotted line on each graph indicates the measure threshold of 40.5%.

Report Date - August 2017

Page 8

About the Measure

Outcome: Children have the opportunity to develop to their fullest potential

Percent of days children in family foster care spent with a relative.

What is this measure?

Of all days that children spent in family foster care settings during a 12-month reporting period, the percentage of days spent with a relative.

Why is this measure important?

Relationships with relatives are a source of continuity for children whose lives have been disrupted by abuse or neglect. An indicator of social service emphasis on establishing and supporting important relationships in children's lives is through placement with relatives.

What affects performance on this measure?

DEPARTMENT OF HUMAN SERVICES

HUMAN SERVICES

PERFORMANCE MANAGEMENT

- Service factors that influence this measure are the cultural appreciation of the importance of relatives as compared to professional parenting; systems to help identify and find family members; economic support for relative caretakers; accommodations in licensing standards for relatives; the culture of the agency; clear support and guidance from DHS; and the conflict between relative placement and the stability of remaining in the same neighborhood and school.
- Staff factors that influence this measure are the maturity, experience, and training of staff; the availability of experienced supervisors with sufficient time/workloads to mentor staff; adequate staffing capacity; turnover; and the ability of staff to engage relatives in the government process.
- Participant factors that influence this measure are a family history of maltreatment; disqualifying factors; hostile family relationships; distrust of the system; poverty; chemical use; economic stability; and the availability of safety net support for the parents from family, friends, and the community.
- Environmental or external factors that influence this measure are timeliness of locating relatives; cultural norms that blame parents; community
 understanding of cultural differences in child rearing; the diversity of new immigrant populations; existing cultural biases; and the availability of
 transportation and available housing.

Report Date - August 2017

DEPARTMENT OF HUMAN SERVICES

HUMAN SERVICES PERFORMANCE MANAGEMENT

Le Sueur County Performance

Outcome: Children have the opportunity to develop to their fullest potential.

Percent of days children in family foster care spent with a relative.

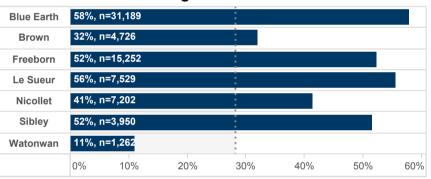
	2013	2014	2015	2016
County Performance	29.5%	40.1%	59.9%	55.6%
Number of Cases	17	25	30	40

County Performance by Year

County/Region/State Performance Trends 100% 80% 59.9% 60% 55.6% 46.9% 51 9% 40.1% 40% 35.0% 46.1% 38.3% 29.5% 2013 2014 2015 2016 County Performance Regional Performance State Performance

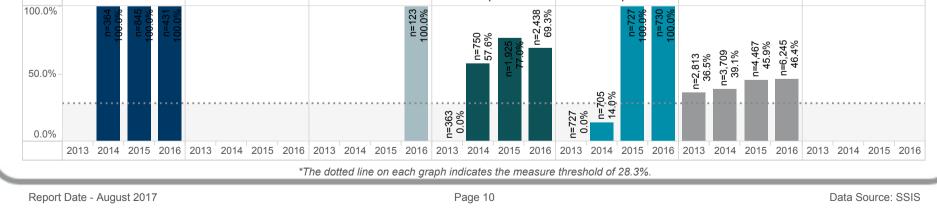
Le Sueur PIP Decision No PIP Required – Performance is equal to or above the threshold of 28.3%.

Current Regional Performance



Black Hispanic Multiple White American Indian Asian Unknown n=123 00.0% 438.3% . G n=750 57.6% 1=6,245 46.4% n=4,467 45.9% n=2,813 36.5% n=3,709 39.1%

County Performance by Racial and Ethnic Group



About the Measure

Outcome: People are economically secure.

PERFORMANCE MANAGEMENT

DEPARTMENT OF HUMAN SERVICES

HUMAN SERVICES

Minnesota Family Investment Program/Diversionary Work Program Self-support Index.

What is this measure?

The MFIP/DWP Self-Support Index (S-SI) is the percent of adults eligible for MFIP or DWP that are off cash assistance or are on and working at least 30 hours per week three years after a baseline quarter. The Range of Expected Performance (REP) is a target range individual to each county that controls for variables beyond the control of the county, including caseload characteristics and economic variables.

Why is this measure important?

Providing support that allows families the opportunity to attain and maintain employment is an essential role of county government. Counties contribute to and support employment through providing employment services and coordinating other resources such as housing, child care, and health care that support a person's ability to get and keep a job.

What affects performance on this measure?

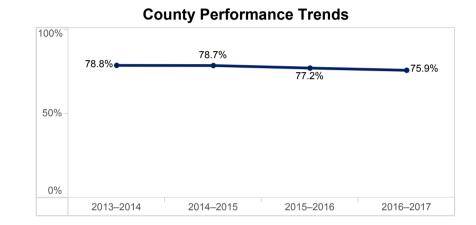
- Service factors include the quality of the employment plan, communication between county financial workers and employment service agencies, lack of interface between the DHS and Department of Employment and Economic Development's (DEED) administrative databases, availability and convenience of work supports such as child care assistance and transportation; work activity requirements of the federal Work Participation Rate (WPR) performance measure; recruitment of employers and relationships with employers; and complexity of program rules for both the participant and the staff.
- Staff factors include staff education, training, and experience; caseload size, understanding of program policies; turnover; and time needed for
 program documentation.
- Participant factors include the number and age of children in the household; the caregiver's physical, mental, and chemical health; disability status; housing mobility and homelessness; the number of adults in the household; immigration status; incarceration of an absent parent; motivation; education and skill levels; access to transportation; beliefs about child care and work; cultural background, preferences, and beliefs; and English-language proficiency.
- Environmental or external factors include the economic environment, including unemployment rate and child poverty level; population density; number and type of employers in a region; prevailing wages; availability of affordable child care; and attitudes of employers regarding hiring people receiving cash assistance.

Report Date - August 2017

Le Sueur County Performance

Outcome: People are economically secure.

Minnesota Family Investment Program/Diversionary Work Program Self-support Index.



DEPARTMENT OF HUMAN SERVICES

HUMAN SERVICES

PERFORMANCE MANAGEMENT

Le Sueur PIP Decision

No PIP Required – Performance is within the range of expected performance for 2016–2017.

Le Sueur 2016-17 County Performance

2016–2017	75.9%
2016–2017 Range of Expected Perf	65.6%
2016–2017 Range of Expected Perf	80.5%

Regional Performance

County	PIP Decesion	2016/2017 Range of Expected Performance	2013–2014	2014–2015	2015–2016	2016–2017	2016–2017 Range of Expected Performance Lower Bound	2016–2017 Range of Expected Performance Upper Bound
Blue Earth	PIP not required	Within	72.1%	77.8%	76.0%	72.0%	66.5%	74.0%
Brown	PIP not required	Within	83.5%	81.2%	78.9%	78.9%	73.1%	82.2%
Faribault Martin	PIP not required	Within	79.3%	81.7%	77.2%	73.0%	72.0%	78.5%
Le Sueur	PIP not required	Within	78.8%	78.7%	77.2%	75.9%	65.6%	80.5%
Nicollet	PIP not required	Within	75.2%	72.6%	73.8%	70.4%	68.0%	75.0%
Sibley	PIP not required	Within	81.8%	86.3%	85.4%	81.3%	72.1%	88.1%
Watonwan	PIP not required	Within	78.6%	82.4%	79.7%	81.5%	70.8%	83.4%
		· · ·						

Report Date - August 2017

Annualized Self-Support Index April 2016 - March 2017



Le Sueur County, MN

Tuesday, August 15, 2017 Board Meeting

Item 4

9:45 a.m. BKV (20 min)

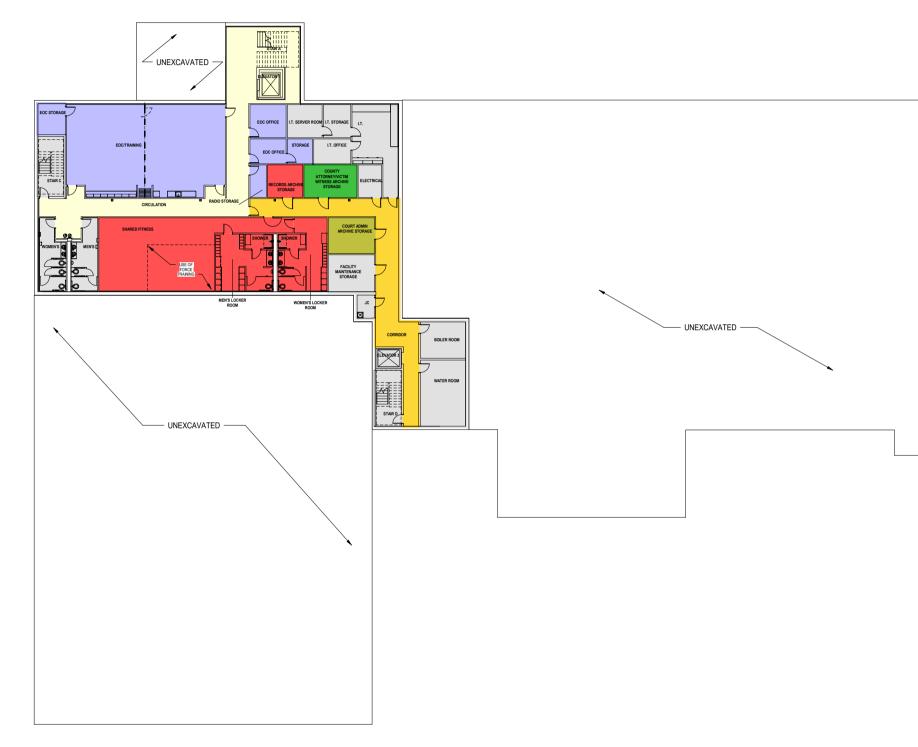
RE: Justice Center Update

Staff Contact:



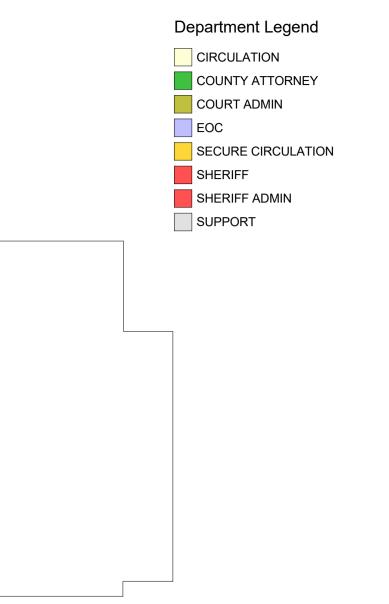
Site Plan

Le Sueur B K V

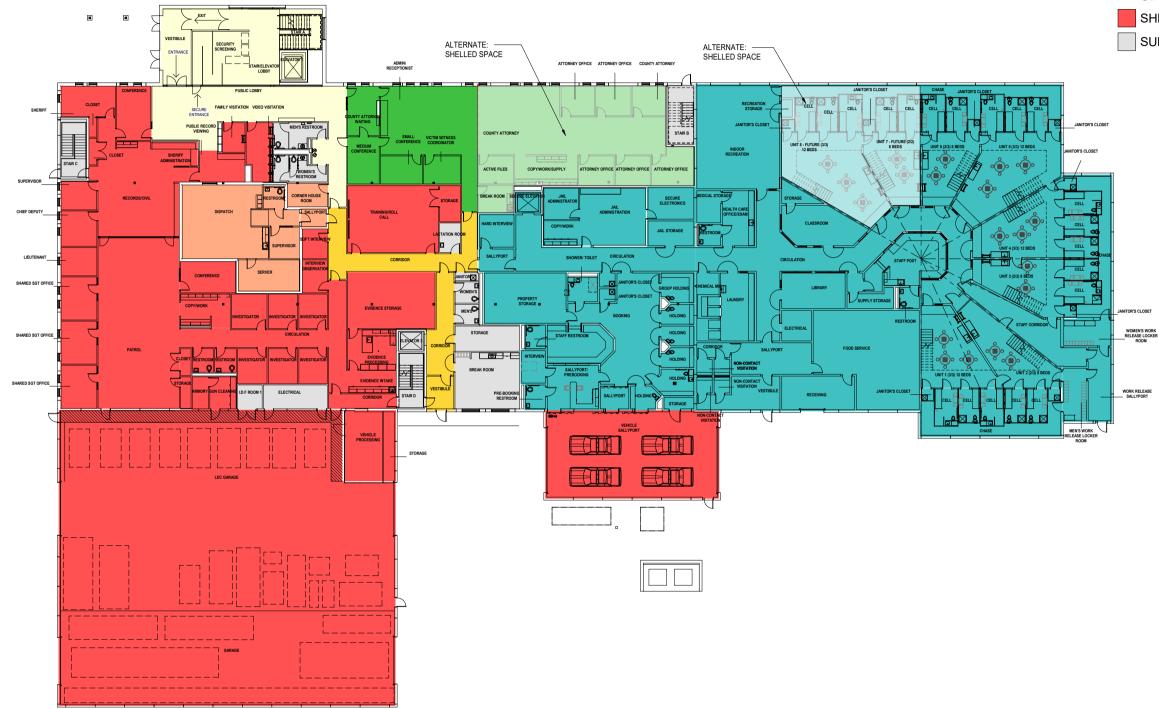


Lower Level - Floor Plan

Le Sueur County





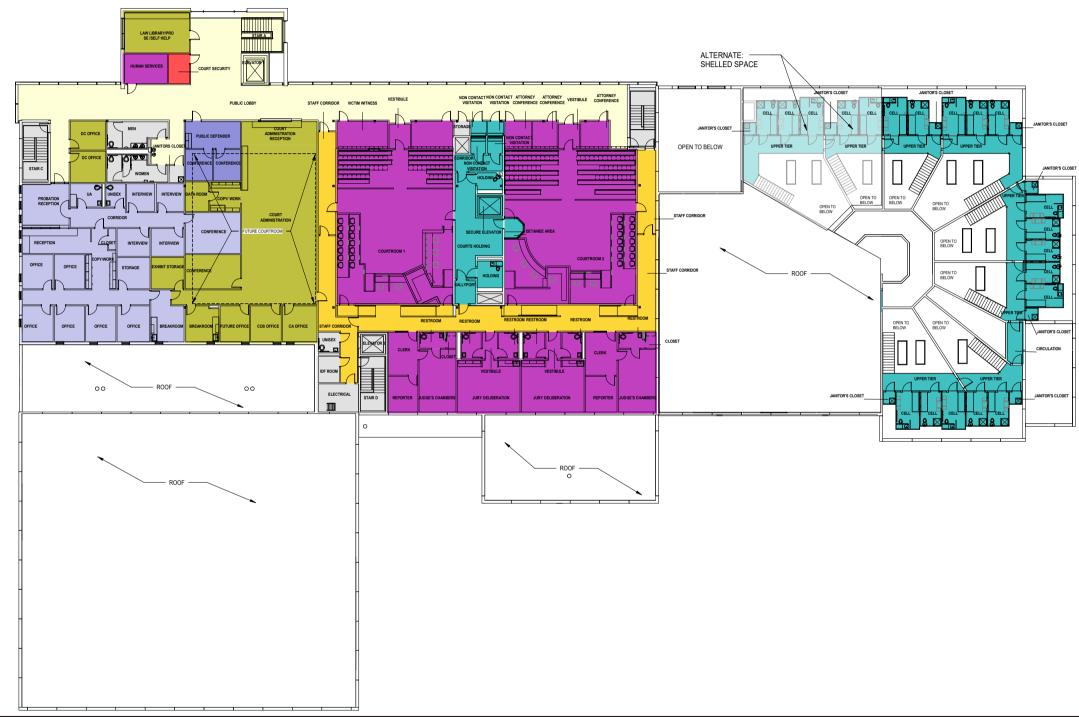


First Floor - Floor Plan

Le Sueur County







Second Floor - Floor Plan

Le Sueur County

Board Meeting - 8/15/2017

Department Legend







Le Sueur County Justice Center ^{08/11/2017}

Exterior Rendering - North-West

Le Sueur County





Exterior Rendering - West

Le Sueur County





Exterior Rendering - South

Le Sueur County





Le Sueur County Justice Center

Exterior Rendering - North-East

Le Sueur County

Board Meeting - 8/15/2017





Tuesday, August 15, 2017 Board Meeting

Item 5

10:05 a.m. Human Resources (5 min)



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 August 15, 2017

Recommendation to hire Abigail McCabe as a full time Registered Nurse in Public Health, as a Grade 10, Step 4 at \$25.19 per hour, effective August 21, 2017.

Recommendation to pre-approve the request to authorize a step increase to Abigal McCabe, full time Registered Nurse in Public Health, after January 1, 2018.

Equal Opportunity Employer



Tuesday, August 15, 2017 Board Meeting

ltem 6

10:10 a.m. Ryann Geldner (10 min)

RE: German Jefferson Subordinate Sewer District Withdrawal Petition Submission



Tuesday, August 15, 2017 Board Meeting

Item 7

10:20 a.m. Darrell Pettis, County Administrator / Engineer

RE: Industrial Street Turnback

RE: Reed Street Agreement

RE: CR 136 Letter

RE: Le Sueur - Rice Joint Ditch Meetings Scheduled for JD 18, 63 and 5 on September 7, 2017 at 10:00 a.m.

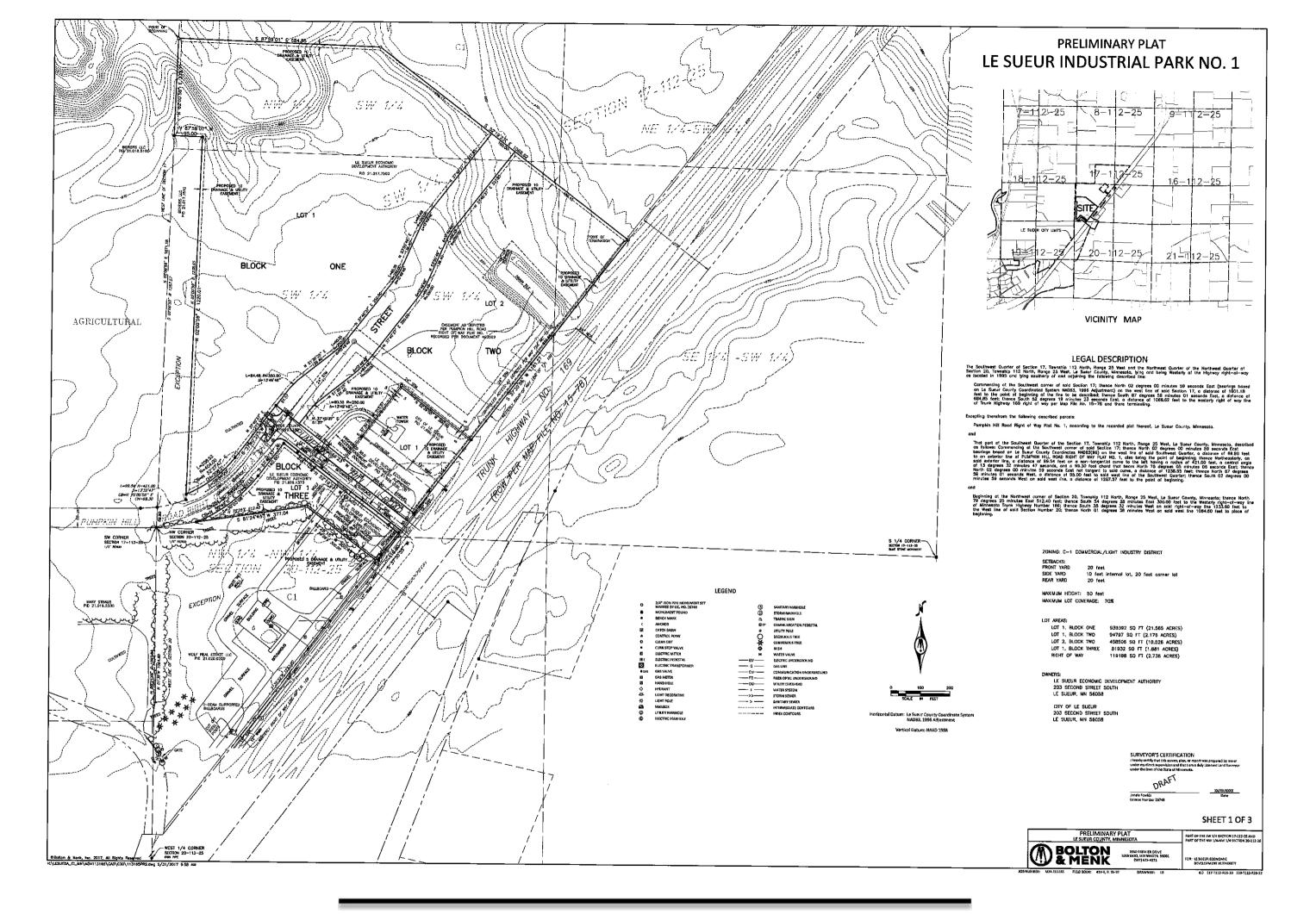
RE: Out of State Travel Request for Justin Lutterman, GIS

(Top 3 inches reserved for recording data)

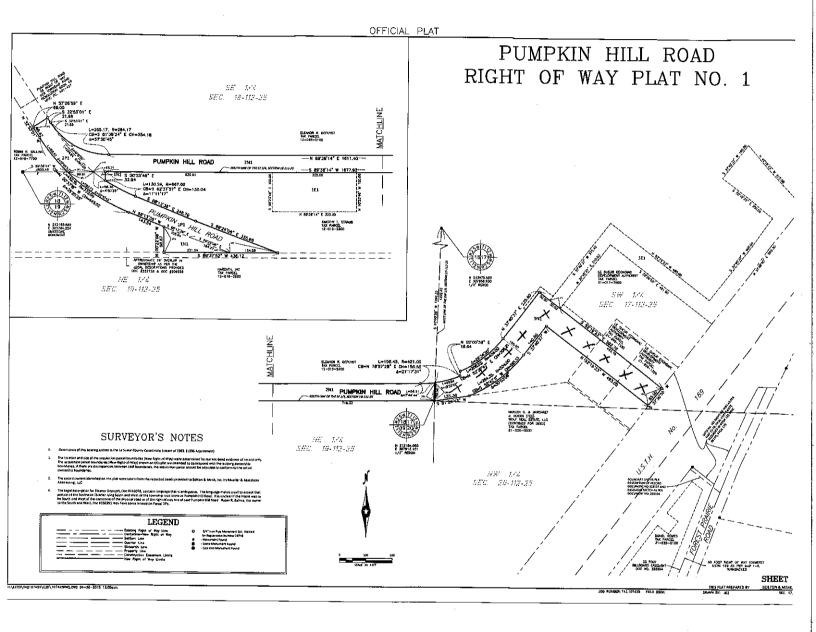
WARRANTY DEED Business Entity to Business Entity	Minnesota Uniform Conveyancing Blanks Form 10.1.9 (2013)
eCRV number: Exempt	
DEED TAX DUE: \$ Exempt	DATE:(month/day/year)
FOR VALUABLE CONSIDERATION, County of Le Sueur	
a Political Subdivision under t	(insert name of Grantor) he laws of Minnesota ("Grantor"),
hereby conveys and warrants to <u>City of Le Sueur</u> under the	he laws of Minnesota ("Grantor"),
	(insert name of Grantee)
a Municipal Corporation under t	he laws of Minnesota ("Grantee"),
real property in Le Sueur County, Minnes	sota, legally described as follows:
Parcel 3N1, Pumpkin Hill Road Right of Way Plat No. 1, accordin Recorder's Office. Check here if all or part of the described real property is Registered (To.	
together with all hereditaments and appurtenances belonging thereto, s	ubject to the following exceptions:
 Check applicable box: The Seller certifies that the Seller does not know of any wells on the described real property. A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC purchase) 	Grantor County of Le Sueur (name of Grantor) By:
number:,) I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.	By: (signature) Steven J. Rohlfing Its: Board Chairman (type of authority) By: (signature) Darrell Pettis

State of Minnesota, County of Le Sueur		
This instrument was acknowledged before me on	, by Steven J. Rohlfing	
	(month/day/year) (name of authorized signer)	
	as Board Chairman	
and by Darrell Pottis	(type of authority)	
and by Darrell Pettis	(name of authorized signer)	
as County Administrator	of County of Le Sueur	
(type of authority)	(name of Grantor)	
(Stamp)		
	(signature of notarial officer)	
	Title (and Rank):	
	My commission expires:	
	My commission expires:(month/day/year)	
THIS INSTRUMENT WAS DRAFTED BY: (insert name and address)	TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO: (insert legal name and residential or business address of Grantee)	
Brent Christian Le Sueur County Attorney 65 S. Park Avenue P.O. Box 156 Le Center, MN 56057	City of Le Sueur 203 South 2nd Street Le Sueur, MN 56058	

.



May 8, 2015



AGREEMENT FOR PROFESSIONAL SERVICES CSAH 3 (S. REED STREET) RECONSTRUCTION/OVERLAY LE SUEUR COUNTY, MINNESOTA

This Agreement, made this _____day of _____, 2015, by and between the County of Le Sueur, 88 South Park Avenue, LeCenter, Minnesota, hereinafter referred to as CLIENT, and Bolton & Menk, Inc., 1960 Premier Drive, Mankato, Minnesota, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT intends to employ professional services required to inspect construction of the following to CSAH 3 (S. Reed Street) in Waterville, Minnesota, and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT:

- TH 60 north to Agri-Systems Driveway (approx. 200-feet): A rural section roadway with 12-foot driving lanes and 6-foot paved shoulders.
- Agri-Systems Driveway north to Whitewater Creek Bridge (approx. 700-feet): An urban section roadway with 36-foot wide curb face to curb face opening.
- Whitewater Creek Bridge north to Main Street (approx. 2400-feet): A tapper mill with 2-inch bituminous overlay, which may include some spot curb repairs and ADA compliant pedestrian ramps.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

Page 1 of 12

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

Employee Classification	Hourly Billing Rates	
Sr. Principal Engineer/Surveyor	\$120-190/Hour	
Sr. Project Manager - Principal	\$100-150	
Engineer/Surveyor		
Senior Transportation/Aviation Planner	\$110-150	
Project Manager (Inc. Landscape Architect)	\$100-150	
Project/Design Engineer/Planner/Landscape	\$60-135	
Architect		
Licensed Surveyor	\$70-135	
Project Surveyor	\$60-100	
Specialist (Nat. Resources; GIS; Traffic;	\$70-120	
Graphics; Other)		
Senior Technician (Inc. Survey ¹)	\$70-145	
Technician (Inc. Survey ¹)	\$50-90	
Administrative Support & Clerical	\$35-80	
GPS/Robotic Survey Equipment	NO CHARGE	
CAD/Computer Usage	NO CHARGE	
Routine Office Supplies	NO CHARGE	
Routine Photo Copying/Reproduction	NO CHARGE	
Field Supplies/Survey Stakes & Equipment	NO CHARGE	
Mileage	NO CHARGE	

¹ No Separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the costs of this equipment are included in the rates for Survey Technicians.

Page 2 of 12

2. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals, associates and members of the staff vary according to skill and experience.

These rates include an overhead factor, which accounts for federal and state taxes and required benefits, as well as insurance, office expenses and profit. In addition, the overhead factor includes vehicle and personal expenses, stakes and supplies as noted above. Unusual expenses, such as large quantities of prints, reproductions ordered in connection with subdivision plats, outside professional assistance and other items of this general nature, will be billed out separately. Overtime shall not result in additional costs to the CLIENT, but shall be billed at normal hourly rates.

3. The following is the estimated cost for construction services, as itemized under Section I.B. of EXHIBIT I. <u>Construction phase services will be performed on an estimated hourly basis</u>.

Construction Staking	$\dots $ \$6,600.00 ¹
Construction Observation	$$42,300.00^{2}$
Construction Administration	
ESTIMATED CONSTRUCTION SERVICES	

 $^{\underline{1}}$ Total assumes 60 hours of survey crew time at \$110.00/hour $^{\underline{2}}$ Total assumes 385 hours of engineering technician time at \$110.00/hour

- 4. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CLIENT approved outside professional and technical services.
 - b. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
- 5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

Page 3 of 12

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

In acknowledgment that the CLIENT has previously determined the justification and need for the proposed improvements and also controls operation of the completed project, the CLIENT agrees, to the fullest extent permitted by law, to limit and hold the CONSULTANT harmless from any liability to any person, firm or corporation arising from claims relating to the justification (or improper justification), maintenance and operation of the project.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is

Page 4 of 12

reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Page 5 of 12

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

Page 6 of 12

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Disputes not resolved by mediation shall then be submitted to arbitration in accordance with provisions of the Construction Industry Arbitration Rules of the American Arbitration Association. CONSULTANT and the CLIENT agree to require an equivalent dispute resolution process governing all contractors, sub-contractors, suppliers, consultants, and fabricators concerned with this project.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: LeSueur County, Minnesota

CONSULTANT: Bolton & Menk, Inc.

221 Jason Ferrike Prinipal Enginee-

Page 8 of 12

EXHIBIT I

CSAH 3 (S. REED STREET) RECONSTRUCTION/OVERLAY LE SUEUR COUNTY, MINNESOTA

I.B. CONSTRUCTION PHASE SERVICES

For purposes of this specific project, the Construction Phase Services to be provided by the CONSULTANT are as follows:

- 1. Construction Staking
 - a. The CONSULTANT shall perform construction staking for highway and drainage improvements, furnish necessary equipment and supplies to establish grade and line as necessary for the Contractor's guidance in construction of the project and in accordance with the contract documents
- 2. Construction Observation:
 - a. The CONSULTANT shall provide an on-site representative during the construction of the street and underground utility improvements. Services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. On-site construction representative services do not constitute acceptance or approval of the Contractor's work nor do they relieve any part of the contractor's responsibility under the construction documents.
- 3. Construction Administration:
 - a. The CONSULTANT shall prepare required contract documents, with the assistance of the CLIENT'S attorney and staff, after award of contract.
 - b. The CONSULTANT shall attend and assist with the preconstruction conference to be attended by the CLIENT, contractors and any affected utility companies.
 - c. The CONSULTANT shall review, for conformance with design concept only, any shop drawings required to be furnished by the Contractor.
 - d. The CONSULTANT shall make visits to the site at intervals appropriate for the various stages of construction, observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents.
 - e. The CONSULTANT shall prepare documentation in accordance with LeSueur County and MnDOT standards for construction observation and record keeping.
 - f. The CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

Page 9

- g. The CONSULTANT shall review and make a recommendation on the Contractor's request for partial payments. Such review shall be based upon the CONSULTANT'S on-site observations and such written documentation as may be available to the CONSULTANT at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
- h. The CONSULTANT shall conduct a final inspection of the project in the company of the CLIENT for conformance with contract documents and review the final payment request from the Contractor.
- i. The CONSULTANT shall prepare record drawings reflecting constructed conditions from information observed by the CONSULTANT or supplied by others and furnish copies to the CLIENT within 90 days of the end of the construction.

I.C. ADDITIONAL SERVICES

Engineering services performed other than those authorized under Section I.A and I.B. shall be considered not part of the Basic Services or Construction Phase Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services or Construction Phase Services or are not definable prior to the commencement of the project or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

- 1. EASEMENT & ACQUISITION SERVICES. Boundary and easement surveys for the purpose of describing project sites and easements, preparation of property descriptions, site maps, assistance with eminent domain proceedings, court preparation and testimony.
- 2. REMONUMENTATION. Replacing lost or obliterated government survey corners or property corners along the project route.
- 3. ENVIRONMENTAL SERVICES. Environmental services associated with hazardous materials leaks and contaminated soils.
- 4. All other services not specifically identified in Section I.A. or I.B.

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EXHIBIT I-1

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

- 1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
- 2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
- 3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

- b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
- 4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
- 8. Records:
 - a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S

clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- 9. Reports:
 - a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.
- 12. Completion:
 - a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
 - c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

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It is agreed that Resident Project Representative=s responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
- 2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
- 3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
- 4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
- 7. Authorize CLIENT to occupy the Project in whole or in part.
- 8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

Date: July 17, 2017

To: Le Sueur County Engineer and Commissioners 88 South Park Ave. Le Center, MN 56057

RE: County Road 136

County Engineer and Commissioners,

I have sent a letter on this matter before, but feel that it warrants continued consideration. I am asking if County Road 136 could somehow be put on the agenda to be paved with asphalt. The road has been widened, new culverts installed, and graveled, which brings the cost of this project down with those items already completed.

I know that the county did a survey on cars travelled on this road. This is a major road for our county. Each year this road is travelled on even more than the previous year. With the new high school in Montgomery there is approximately 550 people that come from the Le Center area every day during the school year. With County Road 26 being redone in 2017 making County Road 136 asphalt would be a huge asset to the Le Sueur County road system. I live on this road and personally see all type of travel. From the county sheriff to UPS, to farmers, etc. I have spoken with you on this matter before and the road does not qualify for state/federal aid money. Can we somehow make it qualify for future plans?

Thank you for considering this matter.

Patrick Traxler

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Tuesday, August 15, 2017 Board Meeting

Item 8

10:45 a.m. Ann Traxler and Darrell Pettis (15 min)

RE: TZD Joyride Recognition

EXERC MINNESOTA DEATHS TOWARD ZERO DEATHS

Media Advisory

August 15, 2017

Contact: NAME HERE Le Sueur County Toward Zero Deaths coordinator CONTACT INFO # and email

JOYRIDE: ASSURES SAFE RIDE HOME EVERY TIME

Minnesota law enforcement agencies and Toward Zero Deaths traffic safety stakeholders join forces to to thank sponsors of the JOYRIDE program to decrease impaired driving in Le Sueur County.

WHAT: To save lives on our roads, Le Sueur County Toward Zero Deaths Safe Roads Coalition, Le Sueur County Sheriff's Office, Minnesota State Patrol, regional traffic safety stakeholders, MnDOT and the Department of Public Safety are coming together to thank JOYRIDE program sponsors for helping the safe roads coalition decrease impaired driving and get people home safe.

WHERE: Le Sueur County Courthouse, 88 South Park Avenue, Le Center.

WHEN: 11 a.m., August 15, 2017

WHO: Who would like to speak?

WHY: Le Sueur County Toward Zero Deaths Coalition officially introduce JOYRIDE to the citizens of Le Sueur County in 2017. We will share the results of our efforts and thank our 2017 sponsors for there assistance with bringing this program to the county. Coalition members will also discuss plans to expand the program across the county for 2018.

- Le Sueur County falls in the Top 25 Dangerous Drunk Driving Counties.
- Nearly one out of every four deaths on Minnesota roads is drunk driving-related.
- In the last five years (2010 2014), there were 479 drunk driving-related traffic deaths in Minnesota and 88 people were killed in drunk driving-related crashes in 2014 alone.
- Each year in Minnesota, approximately 28,000 drivers (2010 2014) are arrested for DWI.

The South Central Minnesota Toward Zero Deaths program brings area law enforcement, public health educators, engineers and emergency medical and trauma services together to reduce the number of traffic fatalities and severe injuries to zero in south central Minnesota. The 13-county area encompasses: Blue Earth, Brown, Cottonwood, Faribault, Jackson, LeSueur, Martin, Nicollet, Nobles, Rock, Sibley, Waseca and Watonwan counties.











A RESOLUTION

Declaring Le Sueur County's support of the Toward Zero Deaths program and establishing traffic safety as a priority of the county.

WHEREAS, in 2003 the Minnesota Departments of Public Safety, Transportation, and Health launched the Toward Zero Deaths (TZD) program; and

WHEREAS, TZD is the state's cornerstone traffic safety program employing an interdisciplinary approach to reducing traffic crashes, serious injuries, and deaths on Minnesota roads; and

WHEREAS, TZD strives to create a culture for which traffic fatalities and serious injuries are no longer acceptable through the integrated application of education, engineering, enforcement, and emergency medical and trauma services; and

WHEREAS, TZD is an effective program that helped reduce by 40 percent the number of people who died on Minnesota roads each year in its first thirteen years of operation; and

WHEREAS, despite the success of TZD, there were 74,772 traffic crashes reported in Minnesota resulting in 411 deaths and 29,981 injured individuals in 2015; and

WHEREAS, the TZD program depends on collaborative efforts with traffic safety stakeholders, including local governments, to achieve its goal of zero traffic-related deaths; and

WHEREAS, TZD provides county governments with opportunities to share best practices resulting in improved county safety plans and safer roads; now, therefore,

BE IT RESOLVED, Le Sueur County supports the Toward Zero Deaths program and establishes traffic safety as a priority of the county; and

BE IT FURTHER RESOLVED, Le Sueur County will explore opportunities to engage community partners in the promotion and implementation of effective traffic safety initiatives.



Tuesday, August 15, 2017 Board Meeting

Item 9

Commissioner Committee Reports



Tuesday, August 15, 2017 Board Meeting

ltem 10

Future Meetings List

Future Meetings August- September 2017

Monday, August 14, 2017	Budget Meetings, 8:30 a.m. – 4 p.m.
Tuesday, August 15, 2017	Board Meeting, 9:00 a.m. *Budget meetings to continue at 11 a.m.
Thursday, August 17, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, August 22, 2017	Board Meeting, 9:00 a.m. *ATV, Golf Cart and Mini Truck Ordinance Public Hearing, 10:00 a.m. *Buffer Ordinance Workshop
Thursday, August 24, 2017	Blue Earth – Le Sueur Joint Ditch #15 Public Hearing, 11:00 a.m., Blue Earth County Commissioners Room
Tuesday, August 29, 2017	No Board Meeting
Monday, September 4, 2017	Labor Day, Offices Closed
Tuesday, September 5, 2017	Board Meeting, 9:00 a.m.
Tuesday, September 12, 2017	No Board Meeting
Thursday, September 7, 2017	Le Sueur – Rice Joint Ditch Authority Special Meeting for JD 18, 63 and 5 at 10:00 a.m., Le Sueur County Courthouse
Thursday, September 14, 2017	P&Z Meeting, 7:00 p.m. at Environmental Services
Tuesday, September 19, 2017	Board Meeting, 9:00 a.m. *BKV Work Session
Thursday, September 21, 2017	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, September 26, 2017	Board Meeting, 9:00 a.m.