

LE SUEUR COUNTY BOARD OF COMMISSIONERS MEETING AGENDA December 19, 2017

1.	4:30 p.m. Agenda and Consent Agenda RE: December 12, 2017 Minutes and Summary Minutes
2.	4:35 p.m. Human Resources (5 min)
3.	4:40 p.m. Claims (5 min)
4.	4:45 p.m. Kathy Brockway, Zoning Administrator (5 minutes) RFA- Conditional Use Permits
5.	4:50 p.m. Roy McIntyre, City of Waterville (10 min) RE: Paquin Street Temporary Road Closure
6.	5:00 p.m. Human Services (35 min)
7.	5:35 p.m. Chuck Retka (5 min) RE: Ney Snowmobile Trails
8.	5:40 p.m. Pam Simonette, Auditor - Treasurer (5 min) RE: Credit Card Request for Kim Fillmore
9.	5:45 p.m. Brett Mason, Sheriff (5 min) RE: Elysian and Kasota City Contracts
10.	5:50 p.m. 2018 Proposed User Fee Changes Public Hearing (10 min)

- 11. 6:00 p.m. 2018 Budget Levy Public Hearing
- 12. **6:15 p.m.** Approve 2018 Levy
- 13. **6:20 p.m. Approve 2018 Budget**
- 14. 6:25 p.m. Darrell Pettis, County Administrator

RE: End of the Year Items

RE: Board of Equalization Meeting scheduled for Tuesday, June 12, 2018 at 6:30 p.m.

- 15. **Commissioner Reports**
- 16. Future Meetings



Tuesday, December 19, 2017

Board Meeting

Item 1

4:30 p.m. Agenda and Consent Agenda

RE: December 12, 2017 Minutes and Summary Minutes

Minutes of Le Sueur County Board of Commissioners Meeting December 12, 2017

The Le Sueur County Board of Commissioners met in regular session on Tuesday, December 12, 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 Darrell Pettis were also present. Joe Connolly was excused.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the 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 November 28, 2017 County Board Minutes and Summary Minutes
- Approved the November 30, 2017 County Board Minutes
- Approved the December 7, 2017 County Board Minutes
- Approved November 2017 Transfers

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

Financial: \$160,011.03 Soc Services: \$68,017.16

Nik Kadel, Ditch Inspector appeared before the Board with an update on County ditches.

Josh Mankowski, Resource Specialist with Environmental Services appeared before the Board with one item for approval.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair and Administrator to sign the 2017-18 Agreement for CLIMB Theater Services.

Pam Simonette, Auditor-Treasurer appeared before the Board with two items for approval.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved a County issued credit card request for Tyler Luethje, Parks Director.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved a one year farm lease request for Ney Park property to David Woesthoff and lowered the amount from \$250 per acre to \$230.

Cindy Shaughnessy, Public Health appeared before the Board with several items for discussion and approval.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair, Administrator and County Attorney to sign an amended Immtrack Joint Powers Agreement.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved an agreement with Thomas Allen for contracted case management services.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved and authorized Public Health to move forward with an EBFHV Grant.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved a 2017 Public Health budget adjustment to move \$12,000 from account #124-6101 (perm. salaries) to account #124-6610 (equipment).

Tyler Luethje, Parks Director appeared before the Board with one item for discussion and approval.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved an ISG Proposal for Lake Washington Regional Park Master Plan Update.

On motion by Wetzel, seconded by King and unanimously approved, the Board opened a CIP Public Hearing at 10:00 a.m. and the Chairperson called the Public Hearing for the approval of the 2018 to 2022 Capital Improvement Bonds pursuant to Minnesota Statutes, Section 373.40.

The Chairperson stated that this was the time and place fixed for a public hearing to be held on the County's Capital Improvement Plan (the "Plan") and issuance of bonds (the "Bonds") under Minnesota Statutes, Section 373.40. The County Administrator presented an affidavit showing publication of the notice of public hearing at least fourteen (14) but not more than twenty-eight (28) days prior to the date fixed for the public hearing in the Montgomery Messenger, being the official newspaper of the County. The affidavit was examined, found to be satisfactory and ordered it to be placed on file with the County Administrator.

The Chairperson then opened the meeting for the public hearing on the proposal to adopt the Plan and approve the issuance of the Bonds. The purpose of the hearing was explained, the nature of the Plan and the Bonds was discussed and all persons present who desired to do so were afforded an opportunity to express their views with respect to the proposal to approve the Plan and issue the Bonds.

With no comments being received from the public on the proposals, on motion by King, seconded by Wetzel and unanimously approved, the Board approved to close public comments and the Chairperson declared the public hearing to be closed.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the following resolution:

Resolution Relating To Approval Of A Capital Improvement Plan And Issuance Of General Obligation Capital Improvement Plan Bonds, Series 2018B

BE IT RESOLVED by the Board of Commissioners (the Board) of Le Sueur County, Minnesota (the Issuer), as follows:

WHEREAS, the Issuer has published notice of its intent to hold a hearing on the issuance of capital improvement plan bonds under Minnesota Statutes, Section 373.40 (the "Bonds") and on its proposed Capital Improvement Plan (the "Plan"), at least fourteen (14) but not more than twenty-eight (28) days prior to the date hereof, pursuant to and in accordance with Minnesota Statutes, Section 373.40 (the "Act"); and

WHEREAS, the Board held a public hearing on the date hereof on the Plan and on the issuance of the Bonds to finance a portion of the costs associated with the construction of a new Justice Center as detailed in the County's 2018 -2022 Capital Improvement Plan. The County will pay debt service with future ad valorem property taxes. As described in the Act and in the Plan (the "Project");

WHEREAS, the Board has considered the factors described in subdivision 3 of the Act with respect to the Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby a) approves the Plan, and (b) authorizes the issuance of the Bonds in an amount not to exceed \$5,000,000. Pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), Ehlers & Associates is authorized to prepare and distribute an Official Statement and to solicit proposals for the Bonds on behalf of the County on a competitive sale basis. This Board shall meet on January 16, 2018, for the purpose of considering proposals for the purchase of the Bonds and of taking such action thereon as may be in the best interests of the County.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved the following resolution:

Resolution Providing for the Sale of \$9,255,000 General Obligation Bonds, Series 2018B

- A. WHEREAS, the Board of Commissioners of Le Sueur County, Minnesota has heretofore determined that it is necessary and expedient to issue the County's \$9,255,000 General Obligation Bonds, Series 2018B (the "Bonds"), to finance a portion of the costs associated with the construction of a new Justice Center and current refundings of the Series 2006A, 2007A and 2008A Bonds; and
- B. WHEREAS, the County has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Le Sueur County, Minnesota, as follows:

- 1. <u>Authorization</u>. The Board of Commissioners hereby authorizes Ehlers to assist the County for the sale of the Bonds.
- 2. <u>Meeting; Proposal Opening</u>. The Board of Commissioners shall meet at 11:45 a.m. on January 16, 2018, for the purpose of considering proposals for and awarding the sale of the Bonds
- 3. <u>Official Statement</u>. In connection with said sale, the officers or employees of the County are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the following resolution:

Resolution Authorizing the County to Enter into a Credit Enhancement Program Agreement with the Minnesota Public Facilities Authority

- A. WHEREAS, the County Board of Le Sueur County, Minnesota (the "County") proposes to issue its General Obligation Jail Bonds, Series 2018A (the "Bonds"), the proceeds of which will be used to finance a portion of the construction of a new County Jail facility; and
- B. WHEREAS, the County Board hereby determines it is in the best interest of the County to apply to the Minnesota Public Facilities Authority (the "Authority") for credit enhancement of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Le Sueur County, Minnesota, as follows:

- 1. <u>Approval of the Authority's Credit Enhancement Program Agreement</u>. The Authority's Credit Enhancement Program Agreement (the "Agreement") is hereby approved, the same being before the County Board and made a part of this resolution by reference.
- 2. <u>Authorization to Sign Agreement and Related Forms</u>. The County Board Chair and the County Administrator are authorized to sign the Agreement on the County's behalf and to execute any other related forms prescribed by the Authority with respect to the Agreement.
- 3. <u>Agreement to Comply with Minnesota Statutes, Section 446A.086</u>. The County is entering into the Agreement with the Authority pursuant to Minnesota Statutes, Section 446A.086 (the "Act") and the County hereby agrees to comply with and be bound by the provisions of the Act.
- 4. <u>Submission of the Agreement</u>. The County Board Chair and County Administrator are hereby authorized to submit, on the County's behalf, the Agreement to the Authority, together with the nonrefundable application fee in the amount of \$500.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the following resolution:

Resolution Providing for the Sale of \$4,950,000 General Obligation Jail Bonds, Series 2018A

- A. WHEREAS, the Board of Commissioners of Le Sueur County, Minnesota has heretofore determined that it is necessary and expedient to issue the County's \$4,950,000 General Obligation Jail Bonds, Series 2018A (the "Bonds"), to finance a portion of the costs associated with construction of a new County Jail facility; and
- B. WHEREAS, the County has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Le Sueur County, Minnesota, as follows:

- 1. <u>Authorization</u>. The Board of Commissioners hereby authorizes Ehlers to assist the County for the sale of the Bonds.
- 2. <u>Meeting; Proposal Opening</u>. The Board of Commissioners shall meet at 11:45 a.m. on January 16, 2018, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. <u>Official Statement</u>. In connection with said sale, the officers or employees of the County are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

Amy Beatty, Environmental Services appeared before the Board with one item for discussion and approval.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved and authorized the Chair to sign the 2018 Recycling Agreement with the City of Le Center.

Jeff Neisen, IT Director appeared before the Board with two items for discussion and approval.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved an Office 2016 license purchase in the amount of \$58,764.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved an AS400 upgrade in the amount of \$48,676.49.

Dave Tiegs, Highway Engineer appeared before the Board with several items for approval.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the following 2017 Budget Change Requests:

Revenue

Acct	Description	Proposed Budget Amt
10-300-5065	Gravel Tax	\$217,000
10-300-5557	Federal Reimbursement	\$217,890
10-30-5558	Misc. Reimbursements	\$80,000
10-300-5893	State Aid Regular Constr.	\$2,953,595
10-300-5894	State Aid Municipal Maint.	\$308,522
10-300-5896	Bridge Bonds	\$0
10-300-5898	Sale of Supplies to Cities	\$312,000
10-304-5896	State Aid Bond	\$720,000
10-304-5941	Bond Proceeds	\$1,000,557

Expenditures

Acct	Description	Proposed Budget Amt
10-301-6389	State Aid Contracts	\$5,010,000
10-301-6390	State Aid Municipal Contr.	\$535,000
10-301-6392	County Contract Pmts.	\$460,000
10-302-6496	Supplies -Aggregate/Asphalt	\$500,000
10-302-6605	Building & Structures	\$785,000

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the purchase of two boxes, sanders and plows from Towmaster in the amount of \$117,168 each per State of Minnesota contract # 120920 and two 2019 Mack chassis were purchased from Nuss Truck in the amount of \$122,301 each per State of Minnesota contract.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the final payments for 2017 Seal Coat Projects:

WHEREAS; Contract 20171, SAP 40-030-012, CP 2117 has in all things been completed, and the County Board being fully advised in the premises,

NOW THEN BE IT RESOLVED; That we do hereby accept said completed contract for and in behalf of the County of Le Sueur and authorize final payment as specified herein.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved the final payments for the CSAH 7 Bridge Replacement:

WHEREAS; Contract 20157, SAP40-607-006 has in all things been completed, and the County Board being fully advised in the premises,

NOW THEN BE IT RESOLVED; That we do hereby accept said completed contract for and in behalf of the County of Le Sueur and authorize final payment as specified herein.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the purchase of parcel 18.410.2250 in the amount of \$2,000 for Rabbit Road repairs. Any encroachment issues will be addressed as needed.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the following 2017 Municipal Maintenance Agreements.

<u>City</u>	#Miles	§ Per Mile	2017 Payment
Cleveland	2.29	\$5,730.94	\$13,123.85
Elysian	1.35	\$5,730.94	\$ 7,736.77
Kasota	2.40	\$5,730.94	\$13,754.26
Le Center	2.13	\$5,730.94	\$12,206.90
Le Sueur	4.05	\$5,730.94	\$23,210.31
Montgomery	3.36	\$5,730.94	\$19,255.96
Waterville	<u>3.29</u>	\$5,730.94	\$18,854.79
Totals	18.87		\$108,142.84

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

On motion by King, seconded by Wetzel and unanimously approved, the Board approved to promote Jose Aguillon as a full time Help Desk Supervisor in the Information Technology Department, Grade 9, Step 3 at \$22.95 per hour, effective December 11, 2017.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to post and advertise for a full time IT Help Desk Technician, in the Information Technology Department, Grade 6, Step 1 at \$17.94 per hour.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved to reappoint Shayne Bender as the County Assessor. This appointment is a four-year term beginning January 1, 2018.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved to promote Joshua Mankowski as a full time Environmental, Planning and Zoning Administrator in the Environmental, Planning and Zoning Department, Grade 14, Step 7 at \$35.35 per hour, effective December 11, 2017.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to post and advertise for a full time Environmental Resources Specialist in the Environmental, Planning and Zoning Department, Grade 10, Step 1 at \$22.64 per hour.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved to grant regular status to Caitlin Meyer, full time Case Aide in Human Services, effective December 12, 2017. Caitlin Meyer has completed the six-month probationary period.

At 11:00 a.m. the Board reconvened the public hearing for County Ditches 19, 28, 42, 52 and 69.

Darrell Pettis, County Administrator, Pam Simonette, Auditor - Treasurer and Allen Kerber, Ditch Viewer were present and there were no public comments.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the Findings and Order Adopting Redetermined Benefits for County Ditch 19.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved the Findings and Order Adopting Redetermined Benefits for County Ditch 28.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the Findings and Order Adopting Redetermined Benefits for County Ditch 42.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the Findings and Order Adopting Redetermined Benefits for County Ditch 52.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved the Findings and Order Adopting Redetermined Benefits for County Ditch 69.

Commissioner Committee Reports:

Commissioner Gliszinski attended Justice Center progress meeting.

Commissioner King attended a Le Sueur City Council meeting.

Commissioner Wetzel attended an AMC meeting and ditch meetings.

Commissioner Rohlfing attended an AMC, Region 9 and ditch meetings.

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

Warrant #	Vendor Name	Amount
47890	Advanced Correctional Healthcare Inc.	\$ 2,366.01
47892	Alternative Business Furniture	\$ 3,960.55
47897	Blue Water Science	\$ 3,900.00
47897	Bolton & Menk Inc.	\$ 28,893.50
47900	Braun Intertec Corp	\$ 13,174.50
47904	Cargill Inc.	\$ 17,588.50
47908	Contech Engineered Solutions LLC	\$ 2,489.30
47916	Dr.Cindra Kamphoff	\$ 2,000.00
47919	Jenni Figueroa	\$ 3,000.00
47930	I & S Group Inc.	\$ 8,924.48
47933	ITsavvy LLC	\$ 11,446.00
47938	Law Enforcement Tech Group	\$ 36,755.54

47943	Richard Lea	\$ 2,340.00
47950	Minn St. Admin ITG Telecom	\$ 5,140.00
47952	MN CCC	\$ 36,029.50
47972	Paragon Printing & Mailing Inc.	\$ 11,556.18
47982	Region 1-SE MN HSEM	\$ 9,995.35
47987	S.E.H. Inc.	\$ 45,111.74
47988	Selly Excavating Inc.	\$ 41,215.60
47992	S.M.C. Co. Inc.	\$ 3,325.39
47996	Suel Printing Co.	\$ 5,203.00
47997	Sunde Engineering PLLC	\$ 5,080.00
47999	Syntax Inc.	\$ 10,860.00
48004	Traxler Construction Inc.	\$ 4,791.45
48013	Wenck Associates, Inc.	\$ 2,086.79
48018	Wornson, Goggings, Zard	\$ 3,627.00
108 Claims p	aid less than \$2,000.00:	\$ 35,520.61
26 Claims p	aid more than \$2,000.00:	\$320,860.38
134 Total all	claims paid:	\$356,380.99

On motion by King, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, December 19,2017 at 4:30 p.m.

ATTEST:		
	Le Sueur County Administrator	Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, December 12, 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 \$ 160,011.03 and SocServices \$68,017.16 (Gliszinski-King)
- •Approved the 2017-18 Agreement for CLIMB Theater Services. (Wetzel-Gliszinski)
- Approved a County issued credit card request for Tyler Luethje. (Gliszinski-King)
- •Approved a one year farm lease request for Ney Park property to David Woesthoff and lowered the amount from \$250 per acre to \$230. (Wetzel-King)
- Approved an amended Immtrack Joint Powers Agreement. (King-Gliszinski)
- •Approved an agreement with Thomas Allen for contracted case management services. (Wetzel-King)
- •Approved Public Health to move forward with an EBFHV Grant. (King-Gliszinski)
- •Approved a 2017 Public Health budget adjustment. (Wetzel-King)
- •Approved an ISG Proposal for Lake Washington Regional Park Master Plan Update. (Wetzel-Gliszinski)
- •The Board opened a CIP Public Hearing at 10:00 a.m. for the 2018 to 2022 Capital Improvement Bonds pursuant to Minnesota Statutes, Section 373.40. (Wetzel-King)
- •Approved to close public comments and declared the public hearing to be closed. (King-Wetzel)
- •Approved the Resolution Relating To Approval Of A Capital Improvement Plan And Issuance Of General Obligation Capital Improvement Plan Bonds, Series 2018B. (King-Gliszinski)
- •Approved the Resolution Providing for the Sale of \$9,255,000 General Obligation Bonds, Series 2018B. (Wetzel-King)
- •Approved the Resolution Authorizing the County to Enter into a Credit Enhancement Program Agreement with the Minnesota Public Facilities Authority. (King-Gliszinski)
- •Approved the Resolution Providing for the Sale of \$4,950,000 General Obligation Jail Bonds, Series 2018A. (King-Gliszinski)
- •Approved the 2018 Recycling Agreement with the City of Le Center. (Wetzel-King)
- •Approved an Office 2016 license purchase in the amount of \$58,764. (King-Wetzel)
- •Approved an AS400 upgrade in the amount of \$48,676.49. (King-Gliszinski)
- Approved the Highway Department 2017 Budget Change Requests. (Gliszinski-King)
- •Approved the purchase of two tandem plow trucks. (King-Wetzel)
- Approved the final payments for 2017 Seal Coat Projects. (Gliszinski-King)
- Approved the final payments for the CSAH 7 Bridge Replacement. (Wetzel-King)
- •Approved the purchase of parcel 18.410.2250 in the amount of \$2,000 for Rabbit Road repairs. (Wetzel-Gliszinski)
- •Approved the 2017 Municipal Maintenance Agreements. (King-Gliszinski)
- •Approved to promote Jose Aguillon in the IT Department. (King-Wetzel)
- Approved to post and advertise for an IT Help Desk Technician. (Gliszinski-King)
- •Approved to reappoint Shayne Bender as the County Assessor. (Wetzel-King)
- •Approved to promote Joshua Mankowski to Environmental, Planning and Zoning Administrator. (Gliszinski-Wetzel)
- •Approved to post and advertise for a full time Environmental Resources Specialist. (King-Gliszinski)
- Approved to grant regular status to Caitlin Meyer in Human Services. (Wetzel-King)
- •Approved the Findings and Order Adopting Redetermined Benefits for County Ditch 19. (Gliszinski-Wetzel)
- •Approved the Findings and Order Adopting Redetermined Benefits for County Ditch 28. (Wetzel-King)
- •Approved the Findings and Order Adopting Redetermined Benefits for County Ditch 42. (King-Gliszinski)

- •Approved the Findings and Order Adopting Redetermined Benefits for County Ditch 52. (Gliszinski-Wetzel)
- •Approved the Findings and Order Adopting Redetermined Benefits for County Ditch 69. (Wetzel-King)
- •The following claims were approved for payment: (Wetzel-Gliszinski)

Warrant	#VendorName	Amount
47890	Advanced Correctional Healthcare Inc.	\$ 2,366.01
47892	Alternative Business Furniture	\$ 3,960.55
47897	Blue Water Science	\$ 3,900.00
47897	Bolton & Menk Inc.	\$ 28,893.50
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•	id more than \$2,000.00:	\$320,860.38
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	til Tuasday Dagambar 10, 2017 at 4:20 n	

[•]Adjourned until Tuesday, December 19, 2017 at 4:30 p.m. (King-Wetzel)

ATTEST: Le Sueur County Administrator, Le Sueur County Chairman



Tuesday, December 19, 2017 Board Meeting

Item 2

4:35 p.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 December 19, 2017

Presentation of retirement plaque to Kathy Brockway, full time Environmental, Planning and Zoning Administrator in the Environmental, Planning and Zoning Department. Kathy will retire on December 29, 2017 after 38 years of service.

Presentation of retirement plaque to Linda Fischenich, full time Social Services Supervisor in Human Services. Linda will retire on December 29, 2017 after 30 years of service.

Presentation of retirement plaque to Kathy Siebsen, full time Community Support Technician in Human Services. Kathy will retire on December 29, 2017 after 24 years of service.

Presentation of retirement certificate to Rose Tousley, full time Community Service Aide – Interpreter in Human Services. Rose will retire on December 29, 2017 after 15 years of service.

Recommendation to grant a personal leave to Angie LaVoi, full time Administrative Assistant V in the Recorder's Office, effective December 18, 2017.

Recommendation to approve a vacation donation request from county employee 1567 to receive donated vacation/comp time from any county employee.

Equal Opportunity Employer



Tuesday, December 19, 2017 Board Meeting

Item 3

4:40 p.m. Claims (5 min)



Tuesday, December 19, 2017

Board Meeting

Item 4

4:45 p.m. Kathy Brockway, Zoning Administrator (5 minutes)

RFA- Conditional Use Permits

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

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION 88 SOUTH PARK AVE. LE CENTER, MINNESOTA 56057 December 14, 2017

MEMBERS PRESENT: Don Reak, Jeanne Doheny, Don Rynda, Shirley Katzenmeyer,

Doug Krenik, Al Gehrke, Pam Tietz, Commissioner Wetzel

OTHERS PRESENT: Kathy Brockway, Joshua Mankowski

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

ITEM #1: PINE CREEK KENNELS, LLC, MONTGOMERY, MN, (APPLICANT); JAKE KLINE, MONTGOMERY, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to expand an existing dog kennel to include training, boarding, and breeding in an Agriculture "A" District. Property is located in the SW 1/4 NE 1/4, Section 32, Lanesburgh Township.

Kathy Brockway presented power point presentation. Jake Kline, owner of Pine Creek Kennels, LLC, was present for application.

TOWNSHIP: Notified through the application process DNR:N/A LETTERS: Amy Beatty, County Feedlot Officer-see file

PUBLIC COMMENT: None

Discussion was held regarding: Operating under a conditional use permit for the past 7 years, requesting to expand to full capacity, 2-full time employees, sufficient parking on site, no complaints on file, currently 18 kennels, 20-4x8 kennels proposed, all kennels are climate controlled, dogs under supervision while outside, all dogs are current with vaccinations, trees buffer site from neighbors, 100% training, holding tank for waste pumped by MS Excavating, need for boarding of dogs

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

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

 When the tank is installed, it be tested for water-tightness and not be installed at a depth greater than allowed by the manufacturer.

- The land application of the dog waste onto property owned by Mr. Gilbert Kline does not create or maintain a pollution hazard (maintain setbacks to sensitive features during land application and apply at agronomic rates). Per the 2010 CUP application, the waste is allowed to be land applied on Mr. Gilbert Kline's property through a signed, written agreement.
- If the dog waste is not land applied, a written statement as to where the dog waste will be disposed of and service agreement shall be on file with the Planning and Zoning Department.
 - If it will be disposed of at a city's wastewater treatment plant, approval from the wastewater treatment plant's operator shall be on file with the Planning and Zoning Department

This disposal plan should meet the requirements of state rules and the County Zoning Ordinance based on the information provided to me.

Seconded by Doug Krenik.

ITEM #2: SUMMER BREEZE RESORT, CLEVELAND, MN, (APPLICANT); SCOTT HASS, CLEVELAND, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to expand an existing campground (Commercial Planned Unit Development) in a Recreational Commercial "RC" District, on a Recreational Development "RD" lake, Lake Jefferson. Property is located in the SE 1/4, Section 31, Cordova Township.

Kathy Brockway presented power point presentation. Scott Hass, owner of Summer Breeze Resort was present for application.

TOWNSHIP: Notified through the application process DNR: No comments LETTERS: None

PUBLIC COMMENT: None

Discussion was held regarding: Resort has been owned by the Hass's for 26 years, eliminating manufactured home sites, replacing with RVs, demand for seasonal camping sites in the County, all sites are approximately 2800 sq. ft., planting of trees along the property lines for screening, quiet times 11PM, normally open from late April with closing of grounds 1st week of October, installation of holding tanks, several options for storm shelters on the property.

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

Motion was made by Al Gehrke to approve the application as requested. Seconded by Don Reak. Motion approved. Motion carried.

Motion was made by Shirley Katzenmeyer to approve the minutes from the November 9, 2017 meeting. Seconded by Pam Tietz. Motion approved. Motion carried.

Kathy Brockway, Zoning Administrator thanked the board for their work/support over the years, as she is retiring as of December 29, 2017 from her position with the County. She introduced the board to the newly hired Environmental Services/Planning and Zoning Administrator, Joshua Mankowski.

Motion to adjourn meeting by Al Gehrke. Seconded by Pam Tietz. 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



LE SUEUR COUNTY PLANNING AND ZONING COMMISSIONERS DECEMBER 19, 2017

	LE SUEUR COUNTY BOARD OF COMMISSIONERS
FROM:	LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
SUBJECT:	"REQUEST FOR ACTION"
The Planning Co	ommission recommends your action on the following items:
allow the applic	PINE CREEK KENNELS, LLC, MONTGOMERY, MN, (APPLICANT); JAKE TGOMERY, MN, (OWNER): Request that the County grant a Conditional Use Permit to eath to expand an existing dog kennel to include training, boarding, and breeding in an District. Property is located in the SW 1/4 NE 1/4, Section 32, Lanesburgh Township.
	formation submitted by the applicant, as required by the Le Sueur County Zoning Planning Commission developed the following findings for this request:
	lanning Commission recommends approval of the application with the following
allowed The land maintain agronon Kline's If the do	the tank is installed, it be tested for water-tightness and not be installed at a depth greater than by the manufacturer. It is application of the dog waste onto property owned by Mr. Gilbert Kline does not create or in a pollution hazard (maintain setbacks to sensitive features during land application and apply at mic rates). Per the 2010 CUP application, the waste is allowed to be land applied on Mr. Gilbert property through a signed, written agreement. Tog waste is not land applied, a written statement as to where the dog waste will be disposed of and agreement shall be on file with the Planning and Zoning Department. If it will be disposed of at a city's wastewater treatment plant, approval from the wastewater treatment plant's operator shall be on file with the Planning and Zoning Department
This disposal planinformation provi	n should meet the requirements of state rules and the County Zoning Ordinance based on the ided to me.
allow the applic	SUMMER BREEZE RESORT, CLEVELAND, MN, (APPLICANT); SCOTT ELAND, MN, (OWNER): Request that the County grant a Conditional Use Permit to cant to expand an existing campground (Commercial Planned Unit Development) in a commercial "RC" District, on a Recreational Development "RD" lake, Lake Jefferson and the SE 1/4, Section 31, Cordova Township.
	formation submitted by the applicant, as required by the Le Sueur County Zoning Planning Commission developed the following findings for this request:
Therefore, the Propositions:	lanning Commission recommends approval of the application with the following
ACTION:	ITEM #1:

1

COUNTY ADMINISTRATOR'S SIGNATURE:_____

FINDINGS OF FACT

WHEREAS, PINE CREEK KENNELS, LLC, MONTGOMERY, MN, (APPLICANT); JAKE KLINE, MONTGOMERY, MN, (OWNER): has applied for a Conditional Use Permit to allow the applicant to expand an existing dog kennel to include training, boarding, and breeding in an Agriculture "A" District. Property is located in the SW 1/4 NE 1/4, Section 32, Lanesburgh Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on December 14, 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 have been taken to provide sufficient off-street parking and loading space to serve the proposed use.
- 5. With the imposition of the conditions, adequate measures have been 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 December 19, 2017, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by PINE CREEK KENNELS, LLC, MONTGOMERY, MN, (APPLICANT); JAKE KLINE, MONTGOMERY, MN.

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the December 19, 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 have been taken to provide sufficient off-street parking and loading space to serve the proposed use.
- 5. With the imposition of the conditions, adequate measures have been 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 expand an existing dog kennel to include training, boarding, and breeding in an Agriculture "A" District. Property is located in the SW 1/4 NE 1/4, Section 32, Lanesburgh Township is APPROVED/DENIED.

ATTEST:
Steve Rohlfing, Chairman, Le Sueur County Board of Commissioners.
Darrell Pettis, Le Sueur County Administrator
DATE:

FINDINGS OF FACT

WHEREAS, SUMMER BREEZE RESORT, CLEVELAND, MN, (APPLICANT); SCOTT HASS, CLEVELAND, MN, (OWNER): has applied for a Conditional Use Permit to allow the applicant to expand an existing campground (Commercial Planned Unit Development) in a Recreational Commercial "RC" District, on a Recreational Development "RD" lake, Lake Jefferson. Property is located in the SE 1/4, Section 31, Cordova Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on December 14, 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. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
- 3. Adequate utilities, access roads, drainage and other facilities have been provided.
- 4. Adequate measures have been to provide sufficient off-street parking and loading space to serve the proposed use.
- 5. Adequate measures have been taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.
- 6. The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.
- 7. The Conditional Use Permit consistent with the Comprehensive Land Use Plan.

WHEREAS, On December 19, 2017 at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by SUMMER BREEZE RESORT, CLEVELAND, MN, (APPLICANT); SCOTT HASS, CLEVELAND, MN, (OWNER).

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the December 19, 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. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
- 3. Adequate utilities, access roads, drainage and other facilities have been provided.
- 4. Adequate measures have been taken to provide sufficient off-street parking and loading

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space to serve the proposed use.

- 5. Adequate measures have been taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.
- 6. The Conditional Use Permit consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.
- 7. The Conditional Use Permit consistent with the Comprehensive Land Use Plan.

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow the applicant to expand an existing campground (Commercial Planned Unit Development) in a Recreational Commercial "RC" District, on a Recreational Development "RD" lake, Lake Jefferson. Property is located in the SE 1/4, Section 31, Cordova Township, is APPROVED/DENIED.

ATTEST:
Steve Rohlfing, Chairman, Le Sueur County Board of Commissioners.
Darrell Pettis, Le Sueur County Administrator
DATE:



Tuesday, December 19, 2017

Board Meeting

Item 5

4:50 p.m. Roy McIntyre, City of Waterville (10 min)

RE: Paquin Street Temporary Road Closure



Tuesday, December 19, 2017 Board Meeting

Item 6

5:00 p.m. Human Services (35 min)



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 December 19, 2017 @ 5:00 p.m.

100- INFORMATION/PRESENTATIONS:

- 101 General Updates and Highlights
 - o 101.1 County and Tribal Health and Human Services Day
 - o 101.2 Adopt A Family Information

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 - CY2018 Child Welfare/Juvenile Justice Screening Grant

320 - Commissioner's Warrants

STATE of MINNESOTA

WHEREAS: people of Minnesota through their prevention efforts, administration of programs, and health, protecting the vulnerable, and providing outstanding public services to the County, tribal, and state health and human services workers are dedicated to improving

County, tribal, and state health and human services workers are responsible for the

WHEREAS:

prudent expenditure of millions of dollars annually and must meet the highest standards

of job performance in program and services delivery; and

WHEREAS: The duties performed by county, tribal, and state health and human services workers

communities, and the general public; and require that they demonstrate a variety of skills in order to provide services to clients

WHEREAS: The nature of federal and state legislation necessitates that county, tribal, and state

expertise related to their professions and the needs of the communities they serve; and health and human services workers continually expand their knowledge, skills, and

The State of Minnesota recognizes the valuable public services that county, tribal, and

state health and human services workers perform each and every day for the health, prevention, and protection of Minnesotans.

NOW, THEREFORE, I, MARK DAYTON, Governor of Minnesota, do hereby proclaim Wednesday December 13, 2017, as:

COUNTY TRIBAL AND STAT ND HUMAN SERVICES WORKER

in the State of Minnesota



Minnesota to be affixed at the State Capitol this 7th hand and caused the Great Seal of the State of IN WITNESS WHEREOF, I have hereunto set my



SECRETARY OF STATE



Tuesday, December 19, 2017

Board Meeting

Item 7

5:35 p.m. Chuck Retka (5 min)

RE: Ney Snowmobile Trails



Tuesday, December 19, 2017

Board Meeting

Item 8

5:40 p.m. Pam Simonette, Auditor - Treasurer (5 min)

RE: Credit Card Request for Kim Fillmore



Tuesday, December 19, 2017

Board Meeting

Item 9

5:45 p.m. Brett Mason, Sheriff (5 min)

RE: Elysian and Kasota City Contracts

AGREEMENT LAW ENFORCEMENT SERVICES

County of Le Sueur and City of Elysian

This is an Agreement between the County of Le Sueur (hereinafter referred to as the "County"), and the City of Elysian, MN (hereinafter referred to as the "City"), collective known as the "parties".

WHEREAS, the parties to this Agreement are interested in contracting for the performance by the County of the following described law enforcement functions for and within the boundaries of the City through the Le Sueur County Sheriff; and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth beginning, January 1, 2018; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the County and the City agree as follows:

I. PURPOSE

A. The purpose is this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

II. SCOPE OF SERVICES

A. The County agrees, through the Le Sueur County Sheriff's Office, to provide law enforcement services to the City which will include, but not be limited to, the following:

- i. Patrol services with patrolling of residential areas, businesses, parks, and other public property areas;
- ii. Enforcement of Minnesota State Statutes, County Ordinances and those Municipal Ordinances that are related to criminal, traffic and public safety issues are consistent with state law;
- iii. Traffic Enforcement;
- iv. Criminal investigative services;
- v. Follow-up on reported crimes with person who reported the crime, including notification by telephone or mail as to the status of the investigation as needed;
- vi. Responses to medical, fire and other emergencies as appropriate;
- vii. Dispatching and other necessary communication services;
- viii. Quarterly attendance of the Sheriff and Sheriffs designee at City County meetings, if requested.
- B. Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Le Sueur under state statutes.
- C. The manner and standards of performance, the discipline of deputies and other matters incident to the provision or services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the County. The patrol hours shall be scheduled under the direction of the Sheriff of Le Sueur County. The Sheriff shall consider requests/recommendations of the City in scheduling these patrol hours.
- D. The County's contractual obligations under this Agreement do not lessen the County's obligation to provide patrol and police protection services to the City. The County's contractual obligations under this Agreement shall also recognize the underlying historical obligations that Le Sueur County has to provide police protection in the City.

- E. In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute. Notwithstanding the foregoing, the County shall consider requests/recommendations of the City, but is not obligated to adopt such requests or recommendations.
- F. Services shall be provided to the City at 30 hours per month at a rate of \$35.00 per hour.
- G. If the City requests, and the County furnishes, additional law enforcement services, such additional time shall be paid by the City at the hourly rate of \$50.00 in the first year of the contract as agreed upon for furnishing such services.
- H. To facilitate the County's performance pursuant to this Agreement, the City agrees that the County shall have full cooperation and assistance from City, agents and employees. The City shall designate a liaison.
- I. The County shall furnish and supply all necessary labor, supervision equipment, communication facilities and dispatching, transcription services and supplies necessary to provide services pursuant to this Agreement, expect as specifically set forth in this agreement.
- J. All deputy sheriffs, clerks and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County for all purposes.

III. SPECIAL EVENT OR ADDITIONAL SERVICES

A. If the City desires additional police services over and above the hours and/or contracted for in this Agreement, the City shall contact the Sheriff's Office. The County will invoice the City for these additional services pursuant to the Minnesota Statute, Section 471.425, Prompt payment of local government bills, Subdivision 2(a) for municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

IV. MUTUAL INDEMNIFICATION

A. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and

employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota statutes, Chapter 466, and other applicable laws.

- B. It is further understood that Minnesota 471.59, subd. 1a, applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines reasonability for the acts or omissions of the other party.
- C. Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonable giving rise to actual or potential liability, claims, cause of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonable likely to involve the other party, and arising out of acts or omissions related to this Agreement.

V. LIABILITY

- A. It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statues Section 466.04. To the full extent permitted by law, actions by parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all set forth in Minnesota Statutes, Section 471.59, Subd 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- B. For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental

units and the joint board, if established, shall not exceed the limits on governmental liability for single governmental unit as specified in Minnesota Statute, Section 3.736 or Section 466.04, subd. 1, or as waived or extended by the joint board or all participating governmental units under Minnesota Statute, Section 3.736, subd. 8 or Section 471.981. The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement expect to the extent to which they have agreed in writing.

VI. INSURANCE

A. Le Sueur County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation and public officials' liability insurance in amounts deemed appropriate by Le Sueur County.

VII. TERMS OF AGREEMENT/TERMINATION

- A. This Agreement shall become effective and commence January 1, 2018. Renewal of this Agreement be on an annual basis unless there become an apparent reason to revise contract.
- B. Either party may terminate this Agreement by notifying the County or City in writing of their intent to terminate the agreement by giving notice. This notice shall be effective six (6) months following notice being given unless the parties mutually agree in writing to a different time period.
- C. Notice to the County shall be given to the County Board and the Le Sueur County Sheriff in person or by certified mail and Notice to the City shall be given to the City's City Clerk or Administrator in person or by certified mail.
- D. Notwithstanding any other provision this contract may be terminated:
 - i. In the event that the City is in default for non-payment and fails to cure the default after 15 days written notice; or
 - ii. A party has been given written notice of a material breach of the terms of this agreement and has failed to cure within 90 days.
- E. Nothing contained herein shall limit a party's rights at law or in equity to enforce the terms of this Contract, including the right to seek specific performance.

VIII. PAYMENT

- A. The City agrees to pay the County pursuant to the previous contract of \$1050.00 on a monthly basis.
- B. Payments shall be made on a monthly basis.

IX. FINES

A. It is understood that prosecutions for violations of Minnesota Statutes or County Ordinances, together with disposition of all fines collected pursuant thereto, shall be in accordance with Minnesota Statutes, State Rules and Judicial Orders.

X. GENERAL PROVISIONS

- A. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and the City and attached to the original of this Agreement.
- B. This agreement shall be interpreted under the laws of the State of Minnesota.
- C. This agreement will be in accordance with the Labor Agreement between the County of Le Sueur and Union.
- D. If any term or provision of this Agreement is declared invalid by a Court of competent jurisdiction, such provision shall be null and void, but shall not serve to invalidate the Agreement as a whole. The remaining provisions of the Agreement shall remain in full force and effect.
- E. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this supersedes all oral agreements and negotiations between the parties relating to the subject matter.
- F. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data. The Le Sueur County Data Practice Officer would assume control over all data collected and disseminated that applied to city incidents/events, arrests, or any other data compiled for law enforcement purposes.

IN WITNESS THEREOF, the City has caused by the authority of its governing body on this	d this agreement to be executed by its Mayor and day of
Signed:	Date:
Signed: City Administrator	
IN WITNESS THEREOF, the County of Le S its Chair and attested by its Administrator pur Commissioners on this day of	
County of Le Sueur Signed: Chair, Board of Commissioners	Date:
Signed:Sheriff	Date:
Attest	
Signed:	Date:
County Administrator	

AGREEMENT LAW ENFORCEMENT SERVICES

County of Le Sueur and City of Kasota

This is an Agreement between the County of Le Sueur (hereinafter referred to as the "County"), and the City of Kasota, MN (hereinafter referred to as the "City"), collective known as the "parties".

WHEREAS, the parties to this Agreement are interested in contracting for the performance by the County of the following described law enforcement functions for and within the boundaries of the City through the Le Sueur County Sheriff; and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth beginning, January 1, 2018; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the County and the City agree as follows:

I. PURPOSE

A. The purpose is this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

II. SCOPE OF SERVICES

A. The County agrees, through the Le Sueur County Sheriff's Office, to provide law enforcement services to the City which will include, but not be limited to, the following:

- i. Patrol services with patrolling of residential areas, businesses, parks, and other public property areas;
- ii. Enforcement of Minnesota State Statutes, County Ordinances and those Municipal Ordinances that are related to criminal, traffic and public safety issues are consistent with state law;
- iii. Traffic Enforcement;
- iv. Criminal investigative services;
- v. Follow-up on reported crimes with person who reported the crime, including notification by telephone or mail as to the status of the investigation as needed;
- vi. Responses to medical, fire and other emergencies as appropriate;
- vii. Dispatching and other necessary communication services;
- viii. Quarterly attendance of the Sheriff and Sheriffs designee at City County meetings, if requested.
- B. Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Le Sueur under state statutes.
- C. The manner and standards of performance, the discipline of deputies and other matters incident to the provision or services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the County. The patrol hours shall be scheduled under the direction of the Sheriff of Le Sueur County. The Sheriff shall consider requests/recommendations of the City in scheduling these patrol hours.
- D. The County's contractual obligations under this Agreement do not lessen the County's obligation to provide patrol and police protection services to the City. The County's contractual obligations under this Agreement shall also recognize the underlying historical obligations that Le Sueur County has to provide police protection in the City.

- E. In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute. Notwithstanding the foregoing, the County shall consider requests/recommendations of the City, but is not obligated to adopt such requests or recommendations.
- F. Services shall be provided to the City at 71 hours per month at a rate of \$35.00 per hour.
- G. If the City requests, and the County furnishes, additional law enforcement services, such additional time shall be paid by the City at the hourly rate of \$50.00 in the first year of the contract as agreed upon for furnishing such services.
- H. To facilitate the County's performance pursuant to this Agreement, the City agrees that the County shall have full cooperation and assistance from City, agents and employees. The City shall designate a liaison.
- I. The County shall furnish and supply all necessary labor, supervision equipment, communication facilities and dispatching, transcription services and supplies necessary to provide services pursuant to this Agreement, expect as specifically set forth in this agreement.
- J. All deputy sheriffs, clerks and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County for all purposes.

III. SPECIAL EVENT OR ADDITIONAL SERVICES

A. If the City desires additional police services over and above the hours and/or contracted for in this Agreement, the City shall contact the Sheriff's Office. The County will invoice the City for these additional services pursuant to the Minnesota Statute, Section 471.425, Prompt payment of local government bills, Subdivision 2(a) for municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

IV. MUTUAL INDEMNIFICATION

A. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and

employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota statutes, Chapter 466, and other applicable laws.

- B. It is further understood that Minnesota 471.59, subd. 1a, applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines reasonability for the acts or omissions of the other party.
- C. Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonable giving rise to actual or potential liability, claims, cause of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonable likely to involve the other party, and arising out of acts or omissions related to this Agreement.

V. LIABILITY

- A. It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statues Section 466.04. To the full extent permitted by law, actions by parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all set forth in Minnesota Statutes, Section 471.59, Subd 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- B. For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental

units and the joint board, if established, shall not exceed the limits on governmental liability for single governmental unit as specified in Minnesota Statute, Section 3.736 or Section 466.04, subd. 1, or as waived or extended by the joint board or all participating governmental units under Minnesota Statute, Section 3.736, subd. 8 or Section 471.981. The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement expect to the extent to which they have agreed in writing.

VI. INSURANCE

A. Le Sueur County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation and public officials' liability insurance in amounts deemed appropriate by Le Sueur County.

VII. TERMS OF AGREEMENT/TERMINATION

- A. This Agreement shall become effective and commence January 1, 2018. Renewal of this Agreement be on an annual basis unless there become an apparent reason to revise contract.
- B. Either party may terminate this Agreement by notifying the County or City in writing of their intent to terminate the agreement by giving notice. This notice shall be effective six (6) months following notice being given unless the parties mutually agree in writing to a different time period.
- C. Notice to the County shall be given to the County Board and the Le Sueur County Sheriff in person or by certified mail and Notice to the City shall be given to the City's City Clerk or Administrator in person or by certified mail.
- D. Notwithstanding any other provision this contract may be terminated:
 - i. In the event that the City is in default for non-payment and fails to cure the default after 15 days written notice; or
 - ii. A party has been given written notice of a material breach of the terms of this agreement and has failed to cure within 90 days.
- E. Nothing contained herein shall limit a party's rights at law or in equity to enforce the terms of this Contract, including the right to seek specific performance.

VIII. PAYMENT

- A. The City agrees to pay the County pursuant to the previous contract of \$2485.00 on a monthly basis.
- B. Payments shall be made on a monthly basis.

IX. FINES

A. It is understood that prosecutions for violations of Minnesota Statutes or County Ordinances, together with disposition of all fines collected pursuant thereto, shall be in accordance with Minnesota Statutes, State Rules and Judicial Orders.

X. GENERAL PROVISIONS

- A. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and the City and attached to the original of this Agreement.
- B. This agreement shall be interpreted under the laws of the State of Minnesota.
- C. This agreement will be in accordance with the Labor Agreement between the County of Le Sueur and Union.
- D. If any term or provision of this Agreement is declared invalid by a Court of competent jurisdiction, such provision shall be null and void, but shall not serve to invalidate the Agreement as a whole. The remaining provisions of the Agreement shall remain in full force and effect.
- E. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this supersedes all oral agreements and negotiations between the parties relating to the subject matter.
- F. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data. The Le Sueur County Data Practice Officer would assume control over all data collected and disseminated that applied to city incidents/events, arrests, or any other data compiled for law enforcement purposes.

IN WITNESS THEREOF, the City has caused to by the authority of its governing body on this	
Signed:	Date:
Signed: City Administrator	Date:
IN WITNESS THEREOF, the County of Le Sue its Chair and attested by its Administrator pursu Commissioners on this day of	ant to the authority of the Board of County
County of Le Sueur Signed: Chair, Board of Commissioners	Date:
Signed:Sheriff	Date:
Attest Signed: County Administrator	Date:



Le Sueur County, MN

Tuesday, December 19, 2017 Board Meeting

Item 10

5:50 p.m. 2018 Proposed User Fee Changes Public Hearing (10 min)

Staff Contact:

Dept	Fee	Current 2017	Proposed 2018 Fees
Elections	For Non-Mail Ballot Precincts		
	1-50 Registered Voters	new	\$100.00/yearly
	51-500 Registered Voters	new	\$600.00/yearly
	501-1000 Registered Voters	new	\$900.00 /yearly
	1001 and up Registered Voters	new	\$1,200.00/yearly
	Mail Ballot Precincts		
	Reimburse Le Sueur County for postage cost of		
	mailing ballots	new	postage cost
	Damage/Clean Up Deposit for Richter Woods Barn	1	
Doules			¢75.00
Parks	Rental	new	\$75.00
Public Health	Food & Beverage Service Establishment Fees		
	Base Fee, then add category below	\$150.00	\$165.00
	Category 1	\$60.00	\$110.00
	Category 2	\$120.00	\$245.00
	Category 3	\$310.00	\$385.00
	Large Establishment	\$540.00	delete
	Additional Food Service	\$150.00	\$175.00
	HACCP Verification	new	\$175.00
	Beer or wine table service	\$60.00	delete
	Alcohol Service from bar	\$165.00	delete
	Lodging Fees		
	Base Fee	new	\$165.00
	Number of Units x	\$10.00	\$11.00
	*Max	\$1,000.00	\$1,100.00
	Temporary Food Fees		
	Special Event (No Base Fee)	\$50.00	\$55.00
	Food Cart	new	\$85.00
	Mobile Food Unit	\$60.00	\$85.00
	Seasonal Temporary Food Stand	\$60.00	\$85.00
	Seasonal Permanent Food Stand	\$60.00	\$85.00
	MHP Fees		

Base Fee	\$150.00	\$165.00
*Plus number of sites x	\$4.00	\$5.00
RCA Fees		
Base Fee per number of sites		
24 sites or less	\$50.00	\$55.00
25-99 sites	\$212.00	\$230.00
100 or more sites	\$300.00	\$330.00
*Plus number of sites x	\$4.00	\$5.00
Pools		
Base Fee	\$150.00	\$165.00
Public Swimming Pool	\$325.00	\$355.00
Additional Pool (each)	\$175.00	\$200.00
Spa Pool	\$175.00	\$200.00
Additional Spa (each)	\$100.00	\$110.00
Schools		
Base Fee	\$150.00	\$165.00
Category 2	\$310.00	\$245.00
Additional Inspections	\$360.00	\$250.00
Additional Food Service	\$150.00	delete
Concession Stand	\$60.00	\$0 or TBD
Late Fees		
Special Event RCA	new	\$360.00
New Construction		
Food		
Category 1	\$275.00	\$400.00
Category 2	\$400.00	\$450.00
Category 3	\$450.00	\$500.00
Additional Food	\$500.00	\$250.00
Transient Food Service: Additional Fees	\$150.00	delete
Food Cart	new	\$250.00
Mobile Food Unit	new	\$350.00
НАССР	new	\$500.00
Alcohol		
Mobile food unit	\$350.00	delete

	Beer or wine table service	\$150.00	delete
	Alcohol Service from bar	\$250.00	delete
	Youth Camp		
	Up to 99 Campers	new	\$375.00
	100-199 Campers	new	\$400.00
	200 or more	new	\$500.00
	Remodel		
	Food		
	Category 1	\$250.00	\$300.00
	Category 2	\$300.00	\$350.00
	Category 3	\$350.00	\$400.00
	Large Food Establishment	\$400.00	delete
	Additional Food Service	\$150.00	\$250.00
	Alcohol		
	Beer or wine table service	\$150.00	delete
	Alcohol Service from bar	\$250.00	delete
	Youth Camps		
	Up to 99 Campers	new	\$250.00
	100-199 Campers	new	\$300.00
	200 or more	new	\$450.00
EnvServices	911 Addressing Fees		
	Creation and Installation of Address	\$100.00	Individual Components
	Trip Charge		\$60.00
	Sign Post		\$20.00
	Sign Blade & Bolts		\$15.00
	Sign Stickers		\$5.00

2017 USER FEES (APP	PROVED 12/21/16)
ASSESS	SOR
	\$100 set up fee
Labels	\$0.03 per label
	\$100 set up fee
Excel Reports	\$25 per taxing district
	\$0.05 per record or \$50 per hour
Tax Info – whole county	\$750
CAMA Info – whole county	\$750
Print out report	\$0.25 per page
AUDITOR-TR	
NSF fee	\$30.00
Publishing Fee for delinquent tax	\$60.00
Admin fee for forfeiture	\$150.00
Parcel search fee	\$2.00
On sale Liquor License	\$1,500.00
Off sale Liquor License	\$200.00
Sunday Liquor License	\$200.00
Wine/strong beer License	\$400.00
3.2 Beer Licenses on-sale	\$20.00
3.2 Beer Licenses off-sale	\$10.00
Tobacco License	\$100.00
Fireworks	\$15.00
Auctioneer License	\$20.00
Auditor's Tax Certificate	
No taxpayers listed	\$50.00
10 largest taxpayers listed	\$100.00
25 largest taxpayers listed	\$150.00
Fast Track (License Bureau)	\$20.00
On sale Liquor License (Selling strong	
beer only	\$750.00
PUBLIC H	EALTH
SERVICES	
Skilled Nurse	\$135.00 per visit *
Home Health Aide	\$38.00 per hour*
*Sliding fee scale available for clients w grant/wa	
Pregnancy Test	\$8.00
Early Childhood Screening	\$35.00

INMMUNIZATIONS	
VFC Vaccinations Admin Fee(Vaccine	
is free)	\$20.00
VFC Vaccinations - Admin Fee	
Alternative Schedule (Vaccine is free)	1 injection \$20.00
	2 injections \$27.00
	3 injections \$34.00
	4 injections \$41.00
Hepatitis B	\$60.00
Tdap	\$54.00
Mantoux	\$20.00
Influenza	\$35.00
*Immunizations are billed to insurance	e whenever possible
COMMUNITY H	EALTH: FEE SCHEDULE
Food, Beverage and Lodging I	ees
Base Fee, then add category below	\$150.00
Limited Food	\$60.00
Small Establishment	\$120.00
Medium Establishment	\$310.00
Large Establishment	\$540.00
Additional Food Service	\$150.00
Alcohol Fees, only one category	
applies	
Beer or wine table service	\$60.00
Alcohol service from the bar	\$165.00
LODGING FEES	
Number of units x	\$10.00
*Max \$1,000.00	
TEMPORARY FOOD FEES	
Special Event	\$50.00
Mobile Food Unit	\$60.00
Seasonal Temp	\$60.00
Permanent Food Stand	\$60.00
Late penalty for any of the above	\$60.00
MHP Fees	
Base Fee	\$150.00
*Plus number of sites x	\$4.00
RCA Fees	
Base Fee per category	
24 sites or less	\$50.00
25-99 sites	\$212.00
100 or more sites	\$300.00

*Plus number of sites x	\$4.00
Special Event RCA/MHP	
Base Fee	\$150.00
*Plus number of sites x	\$1.00
POOLS	
Base Fee	\$150.00
Public swimming pool	\$325.00
Additional pool (each)	\$175.00
Spa pool	\$175.00
Additional spa (each)	\$100.00
MISC FEES	
Individual water and/or sewer	\$60.00
SCHOOLS	
Base Fee	\$150.00
Medium Establishment	\$310.00
School Inspections	\$360.00
Additional Food Service	\$150.00
Concession Stand	\$60.00
YOUTH CAMPS	
Up to 99 campers	\$325.00
100-199 campers	\$550.00
\$200 or more campers	\$750.00
WELLS	
New Construction	\$150.00
Sealing	\$0.00
LATE FEES	
Late fee if operating up to 30 days	¢120.00
w/o license	\$120.00
Additional late fee if operating more	¢250.00
than 30 days w/o license	\$360.00
Re-Inspection fee equal to the	
base fee for 3 rd or 4 th visit in less	5
than 12 months for failure to	Equal to base fee
comply with corrective order	
COMMUNITY HEALTH:	PLAN REVIEW FEE SCHEDULE
CONS	STRUCTION
FOOD	WANTED SEA SERVICE
Limited food menu	\$275.00
Small establishment	\$400.00
Medium establishment	\$450.00
Large food establishment	\$500.00
TRANSIENT FOOD SERVICE	, , , , , , , , , , , , , , , , , , , ,
Additional food service	\$150.00
Food cart	\$250.00

Seasonal permanent food stand	\$250.00
Seasonal temporary food stand	\$250.00
ALCOHOL	φ230.00
Mobile food unit	\$350.00
Beer or wine table service	\$150.00
Alcohol service from bar	\$250.00
LODGING	\$250.00
Less than 25 rooms	¢275.00
25 to less than 100 rooms	\$375.00
	\$400.00
100 rooms or more	\$500.00
Less than 5 cabins	\$350.00
5 to less than 10 cabins	\$400.00
10 cabins or more	\$450.00
MHP/RCA/Special Event RCA/MHP	
Initial construction of less than 25	¢27E 00
sites	\$375.00
Initial construction of 25 to 99 sites	\$400.00
Initial construction of 100 or more	Ć500.00
sites	\$500.00
REMODEL	
FOOD	
Limited food menu	\$250.00
Small establishment	\$300.00
Medium establishment	\$350.00
Large food establishment	\$400.00
Additional food service	\$150.00
TRANSIENT FOOD SERVICE	
Food cart	\$250.00
Seasonal permanent food stand	\$250.00
Seasonal temporary food stand	\$250.00
Mobile food unit	\$250.00
ALCOHOL	γ250.00
Beer or wine table service	\$150.00
Alcohol service from bar	\$250.00
LODGING	
Less than 25 rooms	\$250.00
25 to less than 100 rooms	\$300.00
100 rooms or more	\$450.00
Less than 5 cabins	\$250.00
5 to less than 10 cabins	\$350.00
10 cabins or more	\$400.00
	7
MHP/RCA/Special Event RCA/MHP	

Expansion of less than 25 sites	\$250.00
Expansion of 25 to 99 sites	\$300.00
Expansion of 100 or more sites	\$450.00
SHERIFF	PUBLIC FEES
GUN PERMITS	
Conceal/Carry Permit	\$100.00
Renewal	\$75.00
Replacement/Change of info	\$10.00
Burn Permit	No charge
Incident Report Copy	No charge for initial report, \$0.25 per page for additional copies
Accident Report Copy	No charge
Photographs	\$2.00 per colored copy - 2 on a page
Audio/Video CD	\$20.00
Clerical Query/Research	\$20.00/hour, 15 minutes minimum
Fingerprints	\$10.00 (1 or 2 cards)
SHERIF	F CIVIL FEES
Summons/Complaint, subpoena,	
notices, orders, writ of execution,	\$70.00 Unlimited attempts or # of
petitions, foreclosure notices, posting	occupants at same address
of notice, etc.	
Writ of Recovery in Eviction	\$70.00
Deputy time for property removal	\$70.00
standby in eviction	\$70.00
Sheriff Sales	\$70.00
Redemption Certificate	\$250.00
Mechanics Lien Sales/Certificates	\$70.00
Notice of Intent to Redeem	\$100.00
Writs of Execution Commission	6%
	GIS
Parcel Based GIS Information	\$0.05 per parcel or \$50.00 per hour, whichever is greater
Printer Map Product – Color	\$1.00 per page
Printer Map Product – Plotter HP (34	\$10.00 per page
x 44) Custom maps, Product Analysis,	\$50.00 per hour
Computer Processing Land Information GeoDatabase	\$2,500.00

RECORE	DER
ABSTRACT	
Document	\$46.00
Plat/Condominium	\$56.00
Attested Copy	\$2.00 each
More than 4 reference #'s	\$10.00 each add'l reference #
Well Certificate	\$50.00
TORRENS	
Document	\$46.00
Plat/Condominium/Registered Land	
Survey	\$56.00
Attested Copy	\$2.00 each
More than 4 reference #'s	\$10.00 each add'l reference #
Memorials on multiple certificates	\$20.00 per certificate
Residue Certificate	\$40.00
Well Certificate	\$50.00
Condition of Register	\$50.00
Copy of Certificate Title	\$3.00
VITALS	
	\$26.00 for one
Birth Certificate	\$19.00 each additional
	\$13.00 for one
Death Certificate	\$6.00 each additional
Marriage Certificate	\$9.00
	\$115.00 without classes
Marriage License ———	\$40.00 with 12 hours classes
Re-Issue Marriage Document,	
Applicant Error	\$10.00
Marriage Waivers	\$25.00
Genealogy Searches	\$20.00 per hour
Vitals Report	\$15.00
ABSTRACTING SERVICES	
Alastas de Castification	\$75.00 New or Recertification
Abstract Certification	\$60.00 Update Continuation
Abstract Entries	\$5.00 per entry
O & E Report	\$140.00
40 Year Tract Search	\$250.00
Tract Search	\$20.00 per hour
Exhibits	\$1.00 per page
Name Search	\$6.00
District Judgment Search	\$5.00
Special Assessments	\$5.00
Certified Mail	\$10.00

Expedite Fee	\$25.00
MISCELLANEOUS SERVICES	
Ordination	\$20.00
Notary/Notary Amendment	\$20.00
Notary Certification	\$5.00
	\$50.00 set up fee
LandShark Subscription	\$50.00 Monthly fee
	\$2.00 per viewed document
Passport Photos	\$12.00
Plat Review	\$50.00
Reports	\$15.00 + \$1.00 per page
After Hours Emergency	\$10.00
COPIES	
Plain Copies	\$1.00 per page
Copies from Books	\$3.00
Certified Copies	\$10.00
Plotter Sized Plat Copies	\$10.00 per page + \$5.00 to certify
Fax/Email Fee	\$5.00 + \$1.00 per page
	ITAL SERVICES FEES
HEARINGS	
Variance	\$600.00
Cluster Fee for Variances	\$600.00 + \$200.00 per lot (New Fee)
Special Meeting	\$1,200.00
Conditional Use Permit	\$750.00
Rezoning	\$750.00
Preliminary	\$500.00 + \$25 per lot
Final	\$1,000.00
Special Meeting	\$2,000.00
After the fact penalty	4450000 400/ (() 11 1 1
. It con the fact periors	\$1500.00 or 10% of finished value or
	\$1500.00 or 10% of finished value of improvement, whichever is greater
STRUCTURES	improvement, whichever is greater
STRUCTURES Residential Dwellings	improvement, whichever is greater \$3/\$1000 of value Min \$100.00
STRUCTURES Residential Dwellings Accessory Structure	\$3/\$1000 of value Min \$100.00 \$2/\$1000 of value Min \$50.00
STRUCTURES Residential Dwellings Accessory Structure Commercial Structure	\$3/\$1000 of value Min \$100.00 \$2/\$1000 of value Min \$50.00 \$5/\$1000 of value Min \$150.00
STRUCTURES Residential Dwellings Accessory Structure Commercial Structure Signs	\$3/\$1000 of value Min \$100.00 \$2/\$1000 of value Min \$50.00 \$5/\$1000 of value Min \$150.00 \$2/\$1000 of value Min \$50.00
STRUCTURES Residential Dwellings Accessory Structure Commercial Structure	\$3/\$1000 of value Min \$100.00 \$2/\$1000 of value Min \$50.00 \$5/\$1000 of value Min \$150.00
STRUCTURES Residential Dwellings Accessory Structure Commercial Structure Signs 911 OTHER FEES	\$3/\$1000 of value Min \$100.00 \$2/\$1000 of value Min \$50.00 \$5/\$1000 of value Min \$150.00 \$2/\$1000 of value Min \$50.00 \$2/\$1000 of value Min \$50.00
STRUCTURES Residential Dwellings Accessory Structure Commercial Structure Signs 911 OTHER FEES Zoning Ordinance	\$3/\$1000 of value Min \$100.00 \$2/\$1000 of value Min \$50.00 \$5/\$1000 of value Min \$150.00 \$2/\$1000 of value Min \$50.00
STRUCTURES Residential Dwellings Accessory Structure Commercial Structure Signs 911 OTHER FEES	\$3/\$1000 of value Min \$100.00 \$2/\$1000 of value Min \$50.00 \$5/\$1000 of value Min \$150.00 \$2/\$1000 of value Min \$50.00 \$100.00
Residential Dwellings Accessory Structure Commercial Structure Signs 911 OTHER FEES Zoning Ordinance Copies per page Fax or email fee	\$3/\$1000 of value Min \$100.00 \$2/\$1000 of value Min \$50.00 \$5/\$1000 of value Min \$150.00 \$2/\$1000 of value Min \$50.00 \$100.00
Residential Dwellings Accessory Structure Commercial Structure Signs 911 OTHER FEES Zoning Ordinance Copies per page Fax or email fee Filing fee	\$3/\$1000 of value Min \$100.00 \$2/\$1000 of value Min \$50.00 \$5/\$1000 of value Min \$150.00 \$2/\$1000 of value Min \$50.00 \$2/\$1000 of value Min \$50.00 \$100.00 \$45.00 \$0.25
Residential Dwellings Accessory Structure Commercial Structure Signs 911 OTHER FEES Zoning Ordinance Copies per page Fax or email fee	\$3/\$1000 of value Min \$100.00 \$2/\$1000 of value Min \$50.00 \$5/\$1000 of value Min \$150.00 \$2/\$1000 of value Min \$50.00 \$2/\$1000 of value Min \$50.00 \$100.00 \$45.00 \$0.25

Type II (floodplain area)	\$400.00
Type III	\$300.00
Type III (flow equalization or reduced	
size)	\$400.00
Type IV	\$500.00
Cluster<2,500 gpd	\$1000 + 200.00 per household
Cluster 2,500 to 4,999 gpd	\$2000 + 200.00 per household
Cluster 5,000 to 10,000 gpd	\$5000 + 200.00 per household
Commercial	Double
Not ready for Inspection/Soils	\$50.00
After the fact permits	Double the fee
ADMIN	ISTRATION
PASSPORTS	
Application Acceptance Fee	\$25.00 each application
P	ARKS
LAKE WASHINGTON	
Head Quarter Bldg	\$75.00 per day
Picnic Shelter	\$50.00 per day
Electric Site - Camping	\$25.00 per night
Non Electric Site	\$15.00 per night
Senior Citizen Discount (62 +)	\$20.00 per night (Sun-Thurs)
CLEAR LAKE PARK	
Camping	\$10.00 per night
RICHTER WOODS PARK	
Barn Rental	\$75.00 per day
Barrinental	\$75.00 per day
HUMAI	N SERVICES
Adult/Child Corporate License	\$300.00 – \$500.00 Max per State Statute
Chemical Dependency Assessment	\$225.00
Childcare Background Study	\$100.00 – Max per State Statute
Childcare License	\$50/1 year; \$100/2 year License
Child/Juvenile Placement Costs	Sliding fee based on income
Detoxification Service	Sliding fee based on income
Electric Home Monitoring	Full Cost of service
Group Therapy	Sliding fee based on income
In-Home Family Therapy	Sliding fee based on income
Out Patient Therapy	Sliding fee based on income
Supervised Visits	Full Cost of Service
Urine Analysis Testing	Full Cost of Service



Le Sueur County, MN

Tuesday, December 19, 2017

Board Meeting

Item 11

6:00 p.m. 2018 Budget - Levy Public Hearing

Staff Contact:

2018 Budgets -- Final

Department	Revenue	Expenditures	Levy \$ Needed
001 – Commissioners	17,610	-	279,004
011 – District Court	4,600		71,050
019 – Law Library **	15,000	·	13,000
020 - Drug Court	126,176		101,759
039 – Land Rec Dept	67,000	·	103,398
040 – Finance	23,500		96,390
041 – License Bureau	109,940		12,586
043 – Machine Room	7,300	·	146,850
044 – Auditor/Treasurer	15,000	·	508,443
045 – Assessor	6,200	·	565,999
046 – Gen Govt	1,067,058		-702,117
047 – Remonumentation	0	36,800	36,800
049 - Human Resources	0	207,160	207,160
060 – Data Processing	0	784,639	784,639
061 – Election	28,986		133,752
062 – County Administrator	5,000		262,546
090 – Co Attorney	0	783,029	783,029
091 – Co Attorney Cont	0	11,000	11,000
100 – Co Recorder	195,000	307,875	112,875
101- Rec Tech Fund **	62,000	106,000	44,000
110 – Maintenance	100,000	519,280	419,280
120 – Veterans Service	1,000	273,696	272,696
123 – HRA	0	9,500	9,500
124 – Public Health	1,876,194	2,283,609	407,415
126 – Sr Citizens/Transit	0	75,000	75,000
127 – Forfeit Tax	8,000	14,000	6,000
200 – Law Enforcement	193,420	1,974,858	1,781,438
201 – Crim Inv	0	366,660	366,660
202 – B & W	10,534	36,163	25,629
203 – Sheriff Cont #2	2,000	0	-2,000
204 – Sheriff Cont #1	0	2,000	2,000
205 – Coroner	0	62,000	62,000
208 – E911 County	2,000	11,174	9,174
209 – Tobacco Compl	2,400	0	-2,400
210 – Snowmobile Safety	3,932	3,517	-415
212 – E911 State	104,205	66,000	-38,205
214 – OHV/ATV	4,340	5,000	660
250 – Jail	34,000	2,016,790	1,982,790
251 – Probation	82,828	402,782	319,954
280 – Emergency Mgmnt	29,306	179,378	150,072
602- SWCD	280,791	490,999	210,208
603 – Ag Inspector	0	10,798	10,798
** use reserves			
TOTAL	4,485,320	14,125,737	9,640,417
	., 100,020	2.,220,101	2,010,117

Department	Revenue	Expenditures	Levy \$ Needed
300 – R & B – Adm	21,485,896	681,339	-20,804,557
301 – R & B –Const	0	20,251,684	20,251,684
302 – R & B – Maint	0	3,137,048	3,137,048
303 – R & B – Shop	0	888,415	888,415
304 – R & B - Bonds	1,246,300	824,300	-422,000
TOTAL	22,732,196	25,782,786	3,050,590
043 – Machine Room	17,200	17,200	0
122 - Planning & Zoning(Levy)	117,500	306,247	188,747
426 – SCORE	115,761	115,761	0
427 – Solid Waste (Reserves)	232,000	239,128	7,128
428 – Water Planning (Levy)	64,322	89,250	24,928
436 – Feedlot Grant	29,358	29,358	0
438 – ISTS(Levy)	21,100	72,590	51,490
440 – State Shoreland Grt	5,406	5,406	0
443 – Wastewater Bd 2006B	5,000	5,000	0
453-Aquatic Species Aid	149,767	149,767	0
454-FRST Lakes(Reserves)	0	158,471	158,471
455-Lake Volney Targeted	0	61,709	61,709
Restoration(Reserves)			
456-West Jefferson Subordinate Service	4,000,000	4,200,000	200,000
District(Reserves) 457-Lower MN WRAPS(Reserves)	0	1,600	1,600
458-Buffer Enforcement	88,934	88,934	1,000
TOTAL	4,846,348	5,540,421	694,073
TOTAL	4,040,540	3,340,421	074,073
Fund 30 – B & I Dept 971 & 443	4,000	2,280,023	3,107,169
			(collected in 2018 for
Fund 40 – Cap Imp	0	0	payment in 2019)
Tune to Cup Imp		Š.	Ů
Fund 02 - Victim Witness	80,200	98,620	18,420
Fund 05 - Drug Task Force	43,000	22,762	-20,238
111- Building	0	1,010,000	Reserves 581,399 and
129-German/Jefferson**	20,000	23,500	levy of 428,601 3,500
525 – Park	62,964	304,736	241,772
600 – County Fair	0	35,000	35,000
601 – Ext Services	3,775	209,306	205,531
	, -	, 1	, -

FINAL 2018 RECAP OF EXPENDITURES LE SUEUR COUNTY

			USE OF	
FUND	TAXES	OTHER REVENUES	FUND BALANCE	TOTAL
REVENUE	9,583,417	4,485,320	57,000	14,125,737
ROAD & BRIDGE	3,050,590	22,732,196		25,782,786
SS & PA	2,552,256	2,374,327		4,926,583
PA & GA	1,022,173	1,508,250		2,530,423
FAIR (600)	35,000			35,000
BUILDING (111)	428,601		581,399	1,010,000
EXT SERVICES (601)	205,531	3,775		209,306
PARK (525)	241,772	62,964		304,736
GERMAN/JEFFERSON(129)	0	20,000	3,500	23,500
BONDED INDEBT	3,107,169	4,000	-831,146	2,280,023
VICTIM WITNESS	18,420	80,200		98,620
ENVIRONMENTAL SERVICES	265,165	4,846,348	428,908	5,540,421
DRUG TASK FORCE	0	43,000	-20,238	22,762
TOTAL	20,510,094	36,160,380	219,423	56,889,897

2018 FINAL LEVY

<u>FUND</u>	TAXES	PROGRAM AI	<u>D </u>
Revenue	9,583,417	565,361	9,018,056
Road & Bridge	3,050,590	565,360	2,485,230
SS & PA	2,552,256		2,552,256
PA & GA	1,022,173		1,022,173
Fair	35,000		35,000
Building	428,601		428,601
Extension Services	205,531		205,531
Park	241,772		241,772
Bonded Indebtedness	3,107,169		3,107,169
Victim Witness	18,420		18,420
Env Services – P & Z	188,747		188,747
Env Services – Water Plan	24,928		24,928
Env Services – ISTS	51,490		51,490
TOTAL	20,510,094	1,130,721	19,379,373

2018 FINAL LEVY \$ 19,379,373

2017 FINAL LEVY \$ 17,943,864

INCREASE IN LEVY \$ 1,435,509

INCREASE OF 8%

Notice of Proposed Total Budget and Property Taxes

The Le Sueur County Board of Commissioners will hold a public hearing on its budget and on the amount of property taxes it is proposing to collect to pay for the costs of services the County will provide in 2018.

SPENDING: The total budget amounts below compare the county's 2017 actual budget with the amount the county proposes to spend in 2018.

2017 Total Actual Budget 36,638,400 Proposed 2018

<u>Budget</u>

56,889,897

Change from 2017-2018 55%

TAXES: The property tax amounts below compare that portion of the current budget levied in property taxes in the County of Le Sueur for 2017 with the property taxes the County proposes to collect in 2018.

2017 Property Taxes 17.943.864 Proposed 2018 Property Taxes 19,379,373 Change from 2017-2018 8%

LOCAL TAX RATE COMPARISON: The following compares the county's current local tax rate, the county's tax rate for 2018 if no tax levy increase is adopted, and the county's proposed tax rate for 2018.

2017 Tax Rate 50.6080% 2018 Tax Rate If No Levy Increase 48.8805% 2018 Proposed <u>Tax Rate</u> 53.0610%

2018 FINAL LEVY

<u>FUND</u>	<u>TAXES</u>	PROGRAM AII	<u>TOTAL</u>
Revenue	9,583,417	565,361	9,018,056
Road & Bridge	3,050,590	565,360	2,485,230
SS & PA	2,552,256		2,552,256
PA & GA	1,022,173		1,022,173
Fair	35,000		35,000
Building	428,601		428,601
Extension Services	205,531		205,531
Park	241,772		241,772
Bonded Indebtedness	3,107,169		3,107,169
Victim Witness	18,420		18,420
Env Services – P & Z	188,747		188,747
Env Services – Water Plan	24,928		24,928
Env Services – ISTS	51,490		51,490
TOTAL	20,510,094	1,130,721	19,379,373

2018 FINAL LEVY \$ 19,379,373

2017 FINAL LEVY \$ 17,943,864

INCREASE IN LEVY \$ 1,435,509

INCREASE OF 8%

2018 Levy vs. 2017 Levy

	,	2018 Levy	2017 Levy	Difference
Revenue		9,018,056	8,732,656	\$ 285,400
Road and Bridge		2,485,230	2,543,916	\$ (58,686)
SS & PA		2,552,256	2,668,608	\$ (116,352)
PA & GA		1,022,173	989,468	\$ 32,705
Fair		35,000	35,000	\$ -
Building		428,601	387,147	\$ 41,454
Extension Services		205,531	189,386	\$ 16,145
Park		241,772	238,719	\$ 3,053
Bonded Indebtedness		3,107,169	2,142,313	\$ 964,856
Environmental Services		188,747		\$ 188,747
Water Planning	i	24,928		\$ 24,928
ISTS		51,490		\$ 51,490
Victim Witness		18,420	16,651	\$ 1,769
	\$	19,309,463	\$ 17,927,213	\$ 1,435,509

Proposed Levy Increase = \$1,435,509 **2017 Final Levy** = \$17,927,213

Proposed 2018 Levy Increase = 8.0%

FINAL 2018 RECAP OF EXPENDITURES LE SUEUR COUNTY

			USE OF	
FUND	TAXES	OTHER REVENUES	FUND BALANCE	TOTAL
REVENUE	9,583,417	4,485,320	57,000	14,125,737
ROAD & BRIDGE	3,050,590	22,732,196		25,782,786
SS & PA	2,552,256	2,374,327		4,926,583
PA & GA	1,022,173	1,508,250		2,530,423
FAIR (600)	35,000			35,000
BUILDING (111)	428,601		581,399	1,010,000
EXT SERVICES (601)	205,531	3,775		209,306
PARK (525)	241,772	62,964		304,736
GERMAN/JEFFERSON(129)	0	20,000	3,500	23,500
BONDED INDEBT	3,107,169	4,000	-831,146	2,280,023
VICTIM WITNESS	18,420	80,200		98,620
ENVIRONMENTAL SERVICES	265,165	4,846,348	428,908	5,540,421
DRUG TASK FORCE	0	43,000	-20,238	22,762
TOTAL	20,510,094	36,160,380	219,423	56,889,897

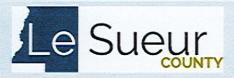
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2018 Budgets -- Final

Department	Revenue	Expenditures	Levy \$ Needed
001 – Commissioners	17,610	296,614	279,004
011 – District Court	4,600	75,650	71,050
019 – Law Library **	15,000	28,000	13,000
020 - Drug Court	126,176	227,935	101,759
039 – Land Rec Dept	67,000	170,398	103,398
040 – Finance	23,500	119,890	96,390
041 – License Bureau	109,940	122,526	12,586
043 – Machine Room	7,300	154,150	146,850
044 – Auditor/Treasurer	15,000	523,443	508,443
045 – Assessor	6,200	572,199	565,999
046 – Gen Govt	1,067,058	364,941	-702,117
047 – Remonumentation	0	36,800	36,800
049 - Human Resources	0	207,160	207,160
060 – Data Processing	0	784,639	784,639
061 – Election	28,986	162,738	133,752
062 – County Administrator	5,000	267,546	262,546
090 – Co Attorney	0	783,029	783,029
091 – Co Attorney Cont	0	11,000	11,000
100 – Co Recorder	195,000	307,875	112,875
101- Rec Tech Fund **	62,000	106,000	44,000
110 - Maintenance	100,000	519,280	419,280
120 – Veterans Service	1,000	273,696	272,696
123 – HRA	0	9,500	9,500
124 – Public Health	1,876,194	2,283,609	407,415
126 – Sr Citizens/Transit	0	75,000	75,000
127 – Forfeit Tax	8,000	14,000	6,000
200 – Law Enforcement	193,420	1,974,858	1,781,438
201 – Crim Inv	0	366,660	366,660
202 – B & W	10,534	36,163	25,629
203 – Sheriff Cont #2	2,000	0	-2,000
204 – Sheriff Cont #1	0	2,000	2,000
205 – Coroner	0	62,000	62,000
208 – E911 County	2,000	11,174	9,174
209 – Tobacco Compl	2,400	0	-2,400
210 – Snowmobile Safety	3,932	3,517	-415
212 – E911 State	104,205	66,000	-38,205
214 – OHV/ATV	4,340	5,000	660
250 – Jail	34,000	2,016,790	1,982,790
251 – Probation	82,828	402,782	319,954
280 – Emergency Mgmnt	29,306	179,378	150,072
602- SWCD	280,791	490,999	210,208
603 – Ag Inspector	0	10,798	10,798
** use reserves			
TOTAL	4,485,320	14,125,737	9,640,417

Department	Revenue	Expenditures	Levy \$ Needed
300 P. 0 P. 4 I	21 40 5 00 4	(01.000	
300 – R & B – Adm	21,485,896	681,339	-20,804,557
301 – R & B – Const	0	20,251,684	20,251,684
302 – R & B – Maint	0	3,137,048	3,137,048
303 – R & B – Shop	0	888,415	888,415
304 – R & B - Bonds	1,246,300	824,300	-422,000
TOTAL	22,732,196	25,782,786	3,050,590
043 – Machine Room	17,200	17,200	0
122 - Planning & Zoning(Levy)	117,500	306,247	188,747
426 – SCORE	115,761	115,761	0
427 – Solid Waste (Reserves)	232,000	239,128	7,128
428 – Water Planning (Levy)	64,322	89,250	24,928
436 – Feedlot Grant	29,358	29,358	0
438 – ISTS(Levy)	21,100	72,590	51,490
440 – State Shoreland Grt	5,406	5,406	0
443 – Wastewater Bd 2006B	5,000	5,000	0
453-Aquatic Species Aid	149,767	149,767	0
454-FRST Lakes(Reserves)	0	158,471	158,471
455-Lake Volney Targeted Restoration(Reserves)	0	61,709	61,709
456-West Jefferson Subordinate Service District(Reserves)	4,000,000	4,200,000	200,000
457-Lower MN WRAPS(Reserves)	0	1,600	1,600
458-Buffer Enforcement	88,934	88,934	0
TOTAL	4,846,348	5,540,421	694,073
Fund 30 – B & I Dept 971 & 443	4,000	2,280,023	3,107,169
Tana 30 Ball Dept 7/1 a 113	4,000	2,200,023	(collected in 2018 for
			payment in 2019)
Fund 40 – Cap Imp	0	0	0
Fund 02 - Victim Witness	80,200	98,620	18,420
Fund 05 - Drug Task Force	43,000	22,762	-20,238
111- Building	0	1,010,000	Reserves 581,399 and levy of 428,601.
129-German/Jefferson**	20,000	23,500	3,500
525 – Park	62,964	304,736	241,772
600 – County Fair	0	35,000	35,000
601 – Ext Services	3,775	209,306	205,531
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County Budget Hearing Human Services

December 19, 2017

Mission Statement: To assist residents of Le Sueur County to maintain and enhance their quality of life and increase opportunities for self-sufficiency and independence.

1 Budget

The State and Federal government <u>mandate</u> all services provided through the Le Sueur County Department of Human Services.

- County Property Tax Dollars: \$3,615,827 in county property tax funds is being levied in 2018 to administer mandated programs and services.
- Overall Value of Human Services in the County: The overall service value to Le Sueur County is \$55,905,206 with approximately 6.5% of costs from property tax dollars.
- **County Rank:** In 2016, Le Sueur County was ranked **13**th **lowest** in spending per capita in overall Human Services spending in the State.

2 Services & Programs

The main service and program areas of Human Services are Child Support & Collections, Financial Assistance, Behavioral Health Services & Substance Use, Child Services and Social Services.

✓ Child Support & Collections

1,000 cases of public and non-public assistance child support with over \$4 million collected in support for children and their households.

✓ Financial Assistance	 3,012 cases in Medical Assistance/Health Care 115 Group Residential Program cases (Housing) 45 MN Supplemental Assistance for individuals who are disabled or elderly 69 persons on General Assistance 595 cases in Food Support (SNAP Program)
✓ Financial Assistance, Cont.	 110 cases in MFIP & DWP 59 cases in Child Care Assistance
✓ Behavioral Health & Substance Use	 15- 20 referrals per month for out-patient therapy, needs assessment or evaluation 95 cases in case management to persons with serious and persistent mental illness 75 cases in chemical and substance use assessment and referral for treatment 30 calls to our after-hour on-call service
✓ Child Services	 45 cases in child protection and child welfare services 80 cases in children's mental health services 35 cases in school liaison and truancy services 150 average contacts per month through bi-lingual outreach services 30 youth per month average in out of home placement/care totaling an average monthly cost of \$86,582 87 day care providers 48 foster care providers
✓ Social Services	 185 cases in case management to adults and children with developmental disabilities 11 reports per month average in adult protection intakes & reports

Le Sueur County Road and Bridge Department

FY 2018 Budget

REVENUES

<u>REVENUES</u>	
Estimated Revenues	<u>2017</u>
Local Property Tax Levy	\$ 2,543,660.00
County Program Aid	\$ 506,927.00
Other State Aids	\$ 15,839.00
County State Aid Highway Apportionment (State Aid)	\$ 3,308,842.00
County State Aid Highway Bonds, CIP Bonds	\$ 1,246,300.00
State Bridge Bonding (Fund 29)	\$ 250,000.00
Reimbursments for Construction Projects	\$ 17,018,441.00
Property Taxes - Delinquent	\$ 35,000.00
Aggregate Tax	\$ 140,000.00
Wheelage Tax	\$ 310,000.00
Township Road Allotment (State Road Funds to the Townships)	\$ 172,774.00
Sale of Equipment, Materials, Supplies and Misc Reimbursements	\$ 235,000.00
Total Revenues	\$ 25,782,783.00
EXPENDITURES	
Estimated Construction Expenditures	<u>2017</u>
TH 112 Turnback Project-Rural	\$ 15,000,000.00
CSAH 5 - TH 99 to CSAH 26 Bit Rehab	\$ 1,200,000.00
CSAH 33 - Replace Bridge 92723	\$ 200,000.00
CSAH 37 - TAP Sidewalk projects	\$ 577,370.00
CSAH 52 - Replace Bridge # 4458	\$ 300,000.00
CR 104 - Base and Bit	\$ 425,000.00
Right of Way	\$ 1,000,000.00
State Aid Bonding Costs (Principal + Interest)	\$ 824,300.00
Subtotal of Construction Expenditures	\$ 19,526,670.00
Estimated Operational Expenditures	<u>2017</u>
Labor (inc. Overtime, SS, PERA, & Benefits)	\$ 2,154,345.31
Administration Expenses (Tele., Office Supplies, Furniture)	\$ 35,500.00
Construction Expenses	\$ 3,500.00
Maintenance Expenses	\$ 13,000.00
Shop Expenses	\$ 500.00
Supplies (Aggregate, Salt, Fuel, Culverts, Signs, Parts, Tools)	\$ 1,669,500.00
Munic Maint Payments, Hired Equip, Maint Contracts	\$ 209,794.00
Professional Services (Bridge Design, Equip Repair,)	\$ 1,302,500.00
Insurance	\$ 110,000.00
Utilities	\$ 50,000.00
Buildings	\$ 15,000.00
Equipment	\$ 508,000.00
Township Road Allotment (State Road Funds to the Townships)	\$ 172,774.00
Sales Tax	\$ 11,700.00
Subtotal of Operational Expenditures	\$ 6,256,113.31
Total Expenditures	\$ 25,782,783.31



LE SUEUR COUNTY PUBLIC HEALTH

2016 ANNUAL REPORT



Le Sueur County Public Health Staff 2016

2016 FINANCIAL SUMMARY (all Public Health programs combined)

Expenditures: \$2,147,457

Revenues (federal and state grants, fees, contracts): \$1,842,127

County Tax funds needed to operate: \$305,330

HOME HEALTH CARE PROGRAM

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

- Nurses made 2,426 visits with a monthly average of 202 visits in 2016
- · 110 clients were served

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

- · Home Health Aides made 3,222 visits in 2016
- Average length of direct time per patient visit was 1.15 hours

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

- Homemakers made 1,647 visits in 2016
- Average length of direct time per patient visit was 1.89 hours

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

- 73 Physical Therapy visits were made in 2016
- 45 Occupational Therapy visits were made in 2016
- 0 Speech Therapy visits were made in 2016

9-12

WAIVERED SERVICES PROGRAM

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

- Annual CCB aggregate funding utilized for CADI, CAC & BI waivers FY2016 was \$5,457,146
- 286 Le Sueur County residents were enrolled in a waivered services program in 2016

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

219 Le Sueur County residents received health plan care coordination services in 2016

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

- 129 Initial Assessments were completed in 2016
- 268 Reassessments were completed in 2016

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

• 8 PCA Assessments were completed in 2016

Total served: A total of 404 Le Sueur County residents were served by this team in 2016

- 832 assessment / reassessments / case management visits were made in 2016
- 8,569 indirect case management contacts were made in 2016
- Average caseload per nurse case manager was 46 clients in 2016

COMMUNICABLE DISEASE CONTROL (DISEASE PREVENTION & CONTROL)

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

- 163 Immunizations were given in 2016
- 800 Flu Shots were given in 2016

Immunization Registry: Le Sueur County participates in a Joint Powers Agreement with 5 other counties for Immtrack, a regional immunization registry. The immunization rate for Le Sueur County kindergarten students ranges from 92.43 – 96.02% for DTaP, Polio, MMR, Hepatitis B and Varicella for 2015-2016. Public Health has an Immunization Practices Improvement (IPI) contract with MDH to provide consultation to clinics re: vaccine storage, handling and administration practices.

3,752 children ages 0-18 had at least two immunizations entered in the registry in 2016

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

- 48 Mantoux tests were given in 2016 (1 of these was given at the jail)
- 0 resident received DOT (Direct Observation Therapy) for active pulmonary TB in 2016
- 5 residents with LTBI (Latent Tuberculosis Infection) in 2016
- 0 residents needed LTBI monitoring (including contacts of active cases) in 2016
- 110 reportable Infectious Diseases were reported in 2016 (increased from 87 in 2015)
 Chlamydia was the highest at 45 cases. Chlamydia cases in 2015 = 53

FAMILY HEALTH PROGRAMS

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

- 27 women received prenatal visits in 2016
- 62 women received postpartum visits for breastfeeding and infant care education in 2016
- 17 pregnancy tests were done in 2016

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

· 237 children were enrolled in 2016

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

- 82 hours of car seat education was provided in 2016
- 63 Medica and Blue Plus families received car seats in 2016
- · 8 families received car seats from the Child Passenger Safety Grant in 2016

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

- 59 home or office visits were provided to 78 clients/families in 2016
- 358 students received education on Teen Pregnancy Prevention in 2016

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

• There were no SUID or SIDS deaths in Le Sueur County in 2016

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

- 1 referral received for hearing loss in 2016
- 5 referrals received for birth defects in 2016

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

- 148 office visits were provided to 125 clients in 2016
- The dollar value of services provided in 2016 was \$19,624

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

- Participation levels for 2016 averaged 482 per month with a high of 519 in September 2016
- Total number of women, children & infants served 826 (233 women & 593 infants and children)
- Total dollar value of WIC vouchers issued in 2016 was \$332,858; monthly average of \$27,738
- IBCLC (International Board Certified Lactation Consultant) made 23 Consultation visits

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

- 2,978 informational contacts were made to eligible children in 2016
- 2,709 children were C&TC eligible in 2016

HEALTH PROMOTION PROGRAMS

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

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

- · Public Health partnered with TCU Le Center to establish a weekly "New Wonders" class
- Cleveland sponsored "Senior Health Day" and Preconception Health talks to 10th graders
- Education on germs & handwashing to Cleveland Pre-K & elem.
- TCU Le Center (Pre-K, K & 1st grade) promoting dental health and hand hygiene
 Interactive Health Booth for TCU's "United 4 Healthy Youth Day"
 Preconception Health talks to TCU Montgomery 10th graders
 Puberty and Personal Hygiene talks to 3rd -6th graders in Cleveland

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

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

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

4 Exercises, 7 Drills and 17 training events were completed in 2016

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

• 19 messages were sent to our partners in 2016

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

- Staff Alert and Notification system (utilizing MN Responds) was tested once in 2016
- MN Responds Volunteer Notification system was tested once in March 2016

COMMUNITY HEALTH

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

- 142 FBL establishments, 25 MHP/RCA, 10 pools & 3 Youth Camps licensed in Le Sueur County
- · 29 non-community water facilities; 22 well construction permits; 25 well sealing permits issued
- 167 total inspections were completed in 2016

Cleanup of Clandestine Drug Lab Sites Ordinance: The (meth) ordinance was established in 2005

- Prior to 2005 19 identified drug lab sites; 2006 and 2007 each had 1 lab site identified
- No drug lab sites identified from 2008-2016

Public Health Nuisance Complaints: Public Health receives health-related complaints with the three most frequent complaints in 2016 being 1) mold 2) garbage houses and 3) bed bugs/cockroaches. Public Health often works in a "consultant" role on environmental and cleanliness issues trying to work out a satisfactory solution to the problem or making referrals to appropriate resources.

Levy Comparisons by Tax District 2017 - 2018

2018 Proposed

Percentage

2017 Levv Levy Change Jurisdiction County of Le Sueur 17.943.864 19,379,373 8% Cities Cleveland City 294,389 280,877 4.8% Elysian City 543,443 561,002 3.2% Heidelberg City 32,000 32,000 0% Kasota City 73,109 73,109 0% Kilkenny City 45,160 47,113 4.3% Le Center City 1,085,050 1,085,442 .03% Le Sueur City 2,304,495 2,453,987 6.5% Montgomery City 1,618,704 1,598,474 -1.2% Waterville City 788,241 788,241 0% **Townships** Cleveland Township 142,000 142,500 .3% Cordova Township 139,000 160,000 15% Derrynane Township 106,337 106,337 0% Elysian Township 187.000 187.000 0% Kasota Township 0% 150,000 150,000 Kilkenny Township 124,350 5% 130,570 Lanesburgh Township 293.116 310.116 5.8% Lexington Township 130,000 140.000 7.7% Montgomery Township 208,000 208,000 0% Ottawa Township 0% 0 0 Sharon Township 175,000 175,000 0% Tyrone Township 148,086 148,086 0% Washington Township 130.000 130.000 0% Waterville Township 194.768 194.768 0% 333,216 427,735 28.4% Cleveland #391 1,866,365 1,980,634 6.1% Le Sueur/Henderson #2397 Waterville/Elysian/Morristown 472,980 565,111 19.5% #2143 Tri City United #2905 4,318,303 4,454,579 3.2% Was SD #392 & 394 **Referendum Market Value** Cleveland #391 785,881 795,287 1.2% Le Sueur/Henderson #2397 855,900 609,300 -28.8% Waterville/Elysian/Morristown #2143 1,472,322 1,446,540 -1.8% Tri City United #2905 Was SD #392 & 394 1,047,976 1,031,797 -1.5%

Note: School District Levies do not reflect any referendum issue passed at the 11-7-2017 election.



Tuesday, December 19, 2017 Board Meeting

Item 12

6:15 p.m. Approve 2018 Levy



Tuesday, December 19, 2017 Board Meeting

Item 13

6:20 p.m. Approve 2018 Budget



Tuesday, December 19, 2017

Board Meeting

Item 14

6:25 p.m. Darrell Pettis, County Administrator

RE: End of the Year Items

RE: Board of Equalization Meeting scheduled for Tuesday, June 12, 2018 at 6:30 p.m.

End of the Year Board Action Items:

On motion by	seconded by	and approved, the Board
	resolution setting the 2018 milea	
sets the mileage IRS mileage at	e reimbursement for Le Sueur C	y Board of Commissioners hereby ounty Employees to be the Federal per mile additional for those Water t for the year 2018.
On motion byadopted the 2018 Per I		and approved the Board
sets the 2018 P	·	y Board of Commissioners hereby and \$100.00 per full day, effective
	seconded by Eligible Committees as follows:	

2018 PER DIEM ELIGIBLE COMMITTEES

Personnel Policy Committee, Scenic Byway Alliance, Family Services Collaborative, Labor Management, Historical Society, Fair Board, PIC, Law Library, Airport Commissions, Extension, MVCOG, Le Sueur/Waseca Regional Library, Road & Bridge, Transportation Alliance, Annual Township Meeting, all AMC Policy Committees, AMC, NACO, Le Sueur - Waseca Community Health Board, Planning & Zoning matters, Tri-County Solid Waste, Cannon River Matters, MSSA, Mental Health Advisory, Immtrack Joint Powers Board, Region 9, MVAC, EMS Joint Powers, HRA, Multi-County HRA, Region 9, Le Sueur County Aging and Transit, MV River Watershed Committee, Nev Foundation, Parks, Le Sueur – Scott Joint Drainage Authorities, Le Sueur – Rice Joint Drainage Authorities, Le Sueur – Blue Earth Joint Drainage Authorities, Public Health Emergency Preparedness Advisory Committee, Public Health Advisory Committee, LCDS Inc., German – Jefferson Sewer District, Regional Radio Board, GBERBA, Middle MN River Watershed, SHIP (Statewide Health Improvement Program), Aquatic Invasive Species (AIS) Committee, Safety Committee, Veterans Services Drivers, West Jefferson Sewer District, TRUE Transit, Human Resources Committee, 1 Watershed 1 Plan, South Central Transit JPA and any other newly created committees recognized by the County Board in the year 2018.

On motion by following resolution wa	, seconded by as adopted:	and approved, the		
Director, the Co	unty Administrator, and the V	County Board, the Human Services /SO are hereby designated as for Le Sueur County in 2018.		
authorized to att		ficials and their delegates are hereby eir respective associations, regional and during the year 2018, and		
	ER RESOLVED: that all out son by the Department Head l			
established the 2018 an		and approved, the Board eur County Board of Commissioners by the Union Contracts.		
On motion byadopted the following r	, seconded by esolution setting the 2018 Le	and approved, the Board Sueur County hours of operation:		
THEREFORE BE IT RESOLVED: That all employees except for public safety and the county highway department employees shall have their normal work week at 39.5 hours in 2018.				
the County Cou	rthouse and Planning and Zon	at the normal hours of operation for ning Office shall be 8:00 a.m. to 4:30 a. to 4:00 p.m. on Friday for 2018.		



Tuesday, December 19, 2017 Board Meeting

Item 15

Commissioner Reports



Tuesday, December 19, 2017 Board Meeting

Item 16

Future Meetings

Future Meetings December 2017 – February 2018

December 2017

Tuesday, Dec. 19, 2017 Board Meeting, 4:30 p.m.

* User Fees Public Hearing, 5:50 p.m.

*2018 Budget and Levy Public Hearing 6:00 p.m.

Thursday, Dec. 21, 2017 Board of Adjustment Meeting, 3:00 p.m. at Environmental Services

Monday, Dec. 25, 2017 Offices Closed – Christmas Day

Tuesday, Dec. 26, 2017 No Board Meeting

January 2018

Monday, Jan. 1 Offices Closed – New Year's Day

Tuesday, Jan. 2 Board Meeting, 9:00 a.m.

*Board Reorganization, 9:00 a.m.
*CHB Meeting in Waterville, 1:00 p.m.

Thursday, Jan. 11 P&Z Meeting, 7:00 p.m. at Environmental Services

Monday, Jan. 15 Offices Closed – Martin Luther King Jr. Day

Tuesday, Jan. 16 Board Meeting, 9:00 a.m.

Thursday, Jan. 18 Board of Adjustment Meeting, 3:00 p.m. at Environmental Services

Tuesday, Jan. 23 Board Meeting, 9:00 a.m.

*9:15 a.m. CD 54 Redetermination and 9:30 a.m. Sanborn petition

Public Hearings

February 2018

Tuesday, Feb. 6 Board Meeting, 9:00 a.m.

Thursday, Feb. 8 P&Z Meeting, 7:00 p.m. at Environmental Services

Thursday, Feb. 15 Board of Adjustment Meeting, 3:00 p.m. at Environmental Services

Monday, Feb. 19 Offices Closed for President's Day

Tuesday, Feb. 20 Board Meeting, 9:00 a.m.

Tuesday, Feb. 27 Board Meeting, 9:00 a.m.