



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
January 2, 2018**

1. **9:00 a.m. Board Reorganization (10 min)**
RE: Board Reorganization
RE: 2018 Committee Assignments

2. **9:10 a.m. Agenda and Consent Agenda (5 min)**
RE: December 19, 2017 Minutes and Summary Minutes

3. **9:15 a.m. End of Year Claims (5 min)**

4. **9:20 a.m. Shayne Bender (5 min)**
RE: Clerical Abatements and Additions to Tax Rolls Annual Report

5. **9:25 a.m. Pam Simonette, Auditor - Treasurer (5 min)**
RE: County Credit Card Request for Josh Mankowski

6. **9:30 a.m. Human Resources (5 min)**

7. **9:35 a.m. Brett Mason, Sheriff (5 min)**
RE: Annual Dispatch Audiolog Contract

8. **9:40 a.m. Dave Tiegs, Highway Engineer (10 min)**
RE: MnDOT DCP Agreement and Resolution
RE: TH 112 Turnback Agreement and Resolution

9. **9:50 a.m. Darrell Pettis, County Administrator**

RE: Minimum Salary
RE: Authorize County Administrator to sign South Central Transit Sponsorship Letter
RE: 2018 AMC Delegates
RE: Appoint 2 Commissioners to Parks Board
RE: Wage Discussion
Reminder: January 2nd CHB Meeting has been cancelled

10. **10:00 a.m. Open Newspaper Bids (5 min)**

11. **Commissioner Committee Reports and Future Meetings**



Le Sueur County, MN

Tuesday, January 2, 2018

Board Meeting

Item 1

9:00 a.m. Board Reorganization (10 min)

RE: Board Reorganization

RE: 2018 Committee Assignments

Staff Contact:

Le Sueur County Board Reorganization

Administrator Pettis calls the 2018 Le Sueur County Board of Commissioners to Order.

Administrator Pettis then calls for nominations for Chairman. (3 Times)

Commissioner _____, seconded by Commissioner _____ nominates Commissioner _____ for Chairman.

On motion by _____, seconded by _____ and unanimously approved, nominations cease and the Secretary is instructed to cast a unanimous ballot for _____, the 2018 Board Chair.

Administrator Pettis hands over the gavel to the Board Chair.

The Board Chair then calls for nominations for Vice Chair. (3 Times)

Commissioner _____, seconded by Commissioner _____ nominates Commissioner _____ for Vice Chairman.

On motion by _____, seconded by _____ and unanimously approved, nominations cease and the Secretary is instructed to cast a unanimous ballot for _____, the 2018 Board Vice Chairman.

Commissioner Committee Assignments 2018

Commissioner Gliszinski (1): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridge, Guardian Ad Litem, Transportation Alliance, Fair Board, Planning & Zoning, Work Force Council, Labor Management, Insurance Review, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Scott Joint Drainage Authority, AMC Public Safety Policy Committee, Personnel Policy Committee, West Jefferson Sewer District, Building Committee, Township Board Meetings, City Council Meetings, Annual Lake Association Meetings

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

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

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

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

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

Chair and Vice Chair:

- Human Resources Committee (Recruitment, Labor Relations, Employee Benefits, Employee Relations, Compensation/Classification, Staff Development and Strategic Planning),
- Extension



Le Sueur County, MN

Tuesday, January 2, 2018

Board Meeting

Item 2

9:10 a.m. Agenda and Consent Agenda (5 min)

RE: December 19, 2017 Minutes and Summary Minutes

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting December 19, 2017

The Le Sueur County Board of Commissioners met in regular session on Tuesday, December 19, 2017 at 4:30 p.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlffing, Lance Wetzel, John King and Dave Gliszinski. Also present were Darrell Pettis and Brent Christian. Joe Connolly was excused.

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

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

- Approved the December 12, 2017 County Board Minutes and Summary Minutes

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

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 21, 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.

On motion by King, seconded by Gliszinski and unanimously approved with Wetzel abstaining, the Board approved a personal leave to Angie LaVoi, full time Administrative Assistant V in the Recorder's Office, effective December 18, 2017.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved a vacation donation request from county employee 1567 to receive donated vacation/comp time from any county employee.

Kathy Brockway, Planning & Zoning Director appeared before the Board with two items for approval.

On motion by Gliszinski, seconded by Wetzel and unanimously approved via roll call 4-0 with Connolly absent, the Board approved a Conditional Use Permit to Pine Creek Kennels, LLC, Montgomery, MN, (Applicant); Jake Kline, Montgomery, MN, (Owner) 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. The application was approved with the following conditions and findings are on file at the Planning and Zoning Office:

- 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

On motion by Wetzel, seconded by King and unanimously approved via roll call 4-0 with Connolly absent, the Board approved a Conditional Use Permit to Summer Breeze Resort, Cleveland, MN, (APPLICANT); Scott Hass, Cleveland, MN, (Owner) 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. The application was approved and findings are on file at the Planning and Zoning Office.

Roy McIntyre with the City of Waterville appeared before the Board with a request for a Paquin Street temporary road closure.

After discussion, the Board directed Roy to draft and present a resolution at a future Board Meeting.

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

On motion by King, seconded by Wetzel and unanimously approved, the Board approved to accept the CY2018 Child Welfare/Juvenile Justice Screening Grant.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the 2018 Aging Services Contract.

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

Financial: \$ 43,482.72

Soc Services: \$145,178.95

Chuck Retka, representing Le Sueur County Trails, appeared before the Board to request authorization to use the township road in Ney Park for a snowmobile trail.

On motion by King, seconded by Wetzel and unanimously approved, the Board authorized Le Sueur County Snow Trails to use the Ney Environmental Center Road for a period of one year with a speed limit of 20 miles per hour. The Snow Trails group shall erect all proper signage.

Pam Simonette, Auditor - Treasurer appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved a County issued credit card request for Kim Fillmore.

Brett Mason, Sheriff appeared before the Board with two items for approval.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved an Agreement for Law Enforcement Services with the City of Elysian and an Agreement for Law Enforcement Services with the City of Kasota.

On motion by King, seconded by Wetzel and unanimously approved, at 5:50 p.m. the Board convened the Public Hearing to take testimony on the proposed 2018 Fee Changes. There were no public comments.

On motion by King, seconded by Gliszinski and unanimously approved, the Board declared the Public Hearing closed at 5:53 p.m.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the following 2018 Fee Changes:

Dept	Fee	Current 2017 Fees	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
Parks	Damage/Clean Up Deposit for Richter Woods Barn Rental	new	\$75.00
Public	Food & Beverage Service		

Health	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
	HACCP	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
Environ Services	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

On motion by Wetzel, seconded by King and unanimously approved, the Board opened the Public Hearing at 6:00 p.m. to take testimony on the proposed 2018 County Levy and the 2018 County Budget.

County staff present included: Auditor / Treasurer Pam Simonette, Human Services Director Sue Rynda, Public Health Director Cindy Shaughnessy, Finance Director / Elections Administrator Carol Blaschko, Highway Engineer Dave Tiegs, County Administrator Darrell Pettis and Assessor Shayne Bender.

Darrell Pettis, County Administrator gave an informational overview of the proposed 2018 County Levy and Budget.

With no public comments, on motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board declared the Public Hearing closed at 6:15 p.m.

On motion by King, seconded by Gliszinski and unanimously approved, the Board adopted the following 2018 Final Levy:

Fund	Taxes	Program Aid	Total
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%

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board adopted the following 2017 Expenditures:

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

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

On motion by King seconded by Wetzel and unanimously approved, the Board adopted the following resolution setting the 2018 mileage reimbursement rate:

BE IT RESOLVED: That the Le Sueur County Board of Commissioners hereby sets the mileage reimbursement for Le Sueur County Employees to be the Federal IRS mileage at 54.5 cents per mile and 2 cents per mile additional for those Water Patrol Officers while pulling a water patrol boat for the year 2018.

On motion by King, seconded by Gliszinski and unanimously approved, the Board adopted the 2018 Per Diem Rate:

BE IT RESOLVED: That the Le Sueur County Board of Commissioners hereby sets the 2018 Per Diem at \$75.00 per half day and \$100.00 per full day, effective January 1, 2018 for all per diems.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board set the 2018 Per Diem 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, Ney 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 King, seconded by Wetzel and unanimously approved, the following resolution was adopted:

BE IT RESOLVED: that all members of the County Board, the Human Services Director, the County Administrator, and the VSO are hereby designated as Association of Minnesota Counties Delegates for Le Sueur County in 2018.

BE IT FURTHER RESOLVED: that all officials and their delegates are hereby authorized to attend all meetings called by their respective associations, regional and national, including regular meetings called during the year 2018, and

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

On motion by Gliszinski, seconded by King and unanimously approved, the Board established the 2018 annual base salary of the Le Sueur County Board of Commissioners to be \$29,512.37 plus cafeteria benefits as negotiated by the Union Contracts.

On motion by Wetzel, seconded by King and approved, the Board adopted the following resolution setting the 2018 Le Sueur County hours of operation:

THEREFORE BE IT RESOLVED: That all employees except for public safety and the county highway department employees shall have their normal work week at 39.5 hours in 2018.

BE IT FURTHER RESOLVED: That the normal hours of operation for the County Courthouse and Planning and Zoning Office shall be 8:00 a.m. to 4:30 p.m. on Mondays thru Thursday and 8:00 a.m. to 4:00 p.m. on Friday for 2018.

Board Member Committee Reports:

- Commissioner Gliszinski attended a Justice Center progress meeting.
- Commissioner King attended a Le Sueur City Council meeting.
- Commissioner Wetzel attended a MN Valley Coalition of Governments meeting, P&Z meeting and a South Central EMS meeting.
- Commissioner Rohlfiing attended a Region 9 meeting.

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

Warrant #	Vendor Name	Amount
48063	APG Media of Southern MN LLC	\$ 2,078.40
48071	Bolton & Menk Inc.	\$ 23,598.50
48073	Braun Intertec Corp	\$ 2,080.25
48077	Christian, Keogh, Moran & King	\$ 3,693.61
48082	Department of Corrections	\$ 15,970.35
48092	Genesis	\$ 29,522.87
48102	Herness Construction Co. LLC	\$ 2,700.00
48106	I & S Group Inc.	\$ 34,842.00
48122	Le Sueur County Soil & Water	\$ 32,712.23
48127	MN Dept of Transportation	\$ 3,319.06
48131	Anthony Nerud	\$ 2,441.25
48138	Regents of the University of MN	\$ 28,921.26
48139	Ronald Ringquist	\$ 3,119.66
48140	Rinke-Noonan Law Firm	\$ 3,717.00
48141	Robinson Appraisal & Associates Inc.	\$ 14,550.00
48144	Selly Excavating Inc.	\$ 23,847.50
48147	SK Trucking & Excavating	\$ 10,786.95
48148	S.M.C. Co. Inc.	\$ 10,199.03
48154	Thomson Reuters	\$ 2,061.24
48157	Tire Associates Inc.	\$ 2,658.36
48159	Traxler Construction Inc.	\$ 5,666.58
48166	Valley Asphalt Products Inc.	\$ 7,096.60

48169	Wenck Associates Inc.	\$ 8,110.42
48174	Ziegler Inc.	\$ 2,063.40
48175	Zimmerman Tiling & Excavating LLC	\$ 53,240.00
88	Claims paid less than \$2,000.00:	\$ 30,159.62
25	Claims paid more than \$2,000.00:	\$328,996.52
113	Total all claims paid:	\$359,156.14

On motion by King, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, January 2, 2018 at 9:00 a.m.

ATTEST: _____
Le Sueur County Administrator **Le Sueur County Chairman**

Summary Minutes of Le Sueur County Board of Commissioners Meeting, December 19, 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. (Wetzel-King)
- Approved the consent agenda. (Gliszinski-King)
- Approved a personal leave to Angie LaVoi in the Recorder’s Office. (King-Gliszinski)
- Approved a vacation donation request from county employee 1567. (Gliszinski-King)
- Approved a Conditional Use Permit to Pine Creek Kennels, LLC, Montgomery, MN, (Applicant); Jake Kline, Montgomery, MN, (Owner). The application was approved with conditions and findings are on file at the Planning and Zoning Office. (Gliszinski-Wetzel)
- Approved a Conditional Use Permit to Summer Breeze Resort, Cleveland, MN, (APPLICANT); Scott Hass, Cleveland, MN, (Owner) and findings are on file at the Planning and Zoning Office. (Wetzel-King)
- Approved to accept the CY2018 Child Welfare/Juvenile Justice Screening Grant. (King-Wetzel)
- Approved the 2018 Aging Services Contract. (Gliszinski-King)
- Approved Human Services claims: Financial \$ 43,482.72 and SocServices \$145,178.95 (Gliszinski-Wetzel)
- Authorized Le Sueur County Snow Trails to use the Ney Environmental Center Road. (King-Wetzel)
- Approved a County issued credit card request for Kim Fillmore. (Gliszinski-King)
- Approved an Agreement for Law Enforcement Services with the City of Elysian and the City of Kasota. (Wetzel-King)
- Convened the Public Hearing to take testimony on the proposed 2018 Fee Changes. (King-Wetzel)
- Declared the Public Hearing closed. (King-Gliszinski)
- Approved the 2018 Fee Changes. (King-Wetzel)
- Opened the Public Hearing at 6:00 p.m. to take testimony on the proposed 2018 County Levy and the 2018 County Budget. (Wetzel-King)
- Declared the Public Hearing closed at 6:15 p.m. (Gliszinski-Wetzel)
- Adopted the following 2018 Final Levy: (King-Gliszinski)

Fund	Taxes	Program Aid	Total
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%

•Adopted the following 2017 Expenditures: (Wetzel-Gliszinski)

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

•Adopted a resolution setting the 2018 mileage reimbursement rate for Le Sueur County Employees to be 54.5 cents per mile and 2 cents per mile additional for those Water Patrol Officers while pulling a water patrol boat. (King-Wetzel)

•Approved the 2018 Per Diem Rate at \$75.00 per half day and \$100.00 per full day for all per diems. (King-Gliszinski)

•Approved the 2018 Per Diem Eligible Committees. (Wetzel-Gliszinski)

•Approved that all members of the County Board, the Human Services Director, the County Administrator, and the VSO are designated as Association of Minnesota Counties Delegates for Le Sueur County in 2018 and all officials and their delegates are authorized to attend all meetings called by their respective associations and that all out-of-state meetings must be requested in person by the Department Head before the County Board. (King-Wetzel)

•Approved the 2018 annual base salary of the Le Sueur County Board of Commissioners to be \$29,512.37 plus cafeteria benefits as negotiated by the Union Contracts. (Gliszinski-King)

•Approved to set the 2018 Le Sueur County hours of operation. (Wetzel-King)

•Claims were approved for payment: (Wetzel-Gliszinski)

Warrant #	Vendor Name	Amount
48063	APG Media of Southern MN LLC	\$ 2,078.40
48071	Bolton & Menk Inc.	\$ 23,598.50
48073	Braun Intertec Corp	\$ 2,080.25
48077	Christian, Keogh, Moran & King	\$ 3,693.61
48082	Department of Corrections	\$ 15,970.35
48092	Genesis	\$ 29,522.87
48102	Herness Construction Co. LLC	\$ 2,700.00
48106	I & S Group Inc.	\$ 34,842.00
48122	Le Sueur County Soil & Water	\$ 32,712.23
48127	MN Dept of Transportation	\$ 3,319.06
48131	Anthony Nerud	\$ 2,441.25
48138	Regents of the University of MN	\$ 28,921.26
48139	Ronald Ringquist	\$ 3,119.66
48140	Rinke-Noonan Law Firm	\$ 3,717.00
48141	Robinson Appraisal & Associates Inc.	\$ 14,550.00
48144	Selly Excavating Inc.	\$ 23,847.50
48147	SK Trucking & Excavating	\$ 10,786.95
48148	S.M.C. Co. Inc.	\$ 10,199.03
48154	Thomson Reuters	\$ 2,061.24
48157	Tire Associates Inc.	\$ 2,658.36
48159	Traxler Construction Inc.	\$ 5,666.58
48166	Valley Asphalt Products Inc.	\$ 7,096.60
48169	Wenck Associates Inc.	\$ 8,110.42
48174	Ziegler Inc.	\$ 2,063.40
48175	Zimmerman Tiling & Excavating LLC	\$ 53,240.00
88	Claims paid less than \$2,000.00:	\$ 30,159.62
25	Claims paid more than \$2,000.00:	\$328,996.52
113	Total all claims paid:	\$359,156.14
•Adjourned until Tuesday, January 2, 2018 at 9:00 a.m. (King-Wetzel)		
ATTEST: Le Sueur County Administrator Le Sueur County Chairman		



Le Sueur County, MN

Tuesday, January 2, 2018

Board Meeting

Item 3

9:15 a.m. End of Year Claims (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, January 2, 2018

Board Meeting

Item 4

9:20 a.m. Shayne Bender (5 min)

RE: Clerical Abatements and Additions to Tax Rolls Annual Report

Staff Contact:



Le Sueur County, MN

Tuesday, January 2, 2018

Board Meeting

Item 5

9:25 a.m. Pam Simonette, Auditor - Treasurer (5 min)

RE: County Credit Card Request for Josh Mankowski

Staff Contact:



Le Sueur County, MN

Tuesday, January 2, 2018

Board Meeting

Item 6

9:30 a.m. Human Resources (5 min)

Staff Contact:



Human Resources

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

HUMAN RESOURCES AGENDA ITEMS January 2, 2018

Recommendation to grant regular status to Ryan Schaefer, part time Correctional Officer/Dispatcher in the Sheriff's Office, effective December 27, 2017. Ryan has completed the probationary period.

Recommendation to grant regular status to Stephanie Brockway, full time Accounting/License Clerk in the License Bureau/Auditor-Treasurers Office, effective December 26, 2017. Stephanie has completed the six-month probationary period.

Recommendation to accept the resignation request from Amber Lazzari, full time Agency Social Worker in Human Services, effective January 12, 2018.

Recommendation to post and request the merit list for a full time Agency Social Worker in Human Services, Grade 11, Step 1 at \$24.01 per hour.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, January 2, 2018

Board Meeting

Item 7

9:35 a.m. Brett Mason, Sheriff (5 min)

RE: Annual Dispatch Audiolog Contract

Staff Contact:



Le Sueur County, MN

Tuesday, January 2, 2018

Board Meeting

Item 8

9:40 a.m. Dave Tiegs, Highway Engineer (10 min)

RE: MnDOT DCP Agreement and Resolution

RE: TH 112 Turnback Agreement and Resolution

Staff Contact:

December 1, 2017

Dave Tiegs

88 South Park Avenue

LeCenter, MN, 56057

SUBJECT: **Agency Delegated Contracting Process Agreement**
Agency Agreement No. 1030040

Dear Mr. Tiegs:

Attached are two copies of the agency agreement between the Le Sueur County and MnDOT, which allows for MnDOT to act as the County's agent in accepting federal aid. This agreement is intended to cover all federally funded projects that the County is awarded funds for until revisions are needed to the agreement. It supersedes the agreement executed in or about 2003, which is referenced in this agreement.

While I do not anticipate that the requirements in Section 18.4 will apply to you, the language required by federal law and must be included in all federally funded project agreements as of October 1, 2010. Please review the agreement and if approved, have all two copies signed. A resolution similar to the attached example, must be passed. The certified resolution should then be placed as the last page in **each** of the two copies of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return all two copies of the agreement to me for MnDOT signatures. A fully executed copy will be returned to you.

If you have any questions or need any revisions, please feel free to contact me at 651.366.3822.

Sincerely,


Lynnette Roshell, PE

Project Development Engineer

Enclosures

Cc: Gordon Regenscheid- DSAE File

An Equal Opportunity Employer



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between Le Sueur County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
 - 2.2. This agreement supersedes agreement number old (00040)
 - 2.3. This project is for construction not research and development.
 - 2.4. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. Upon the effective date, this agreement will supersede agreement 00040.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

Updated December 1, 2017

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- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

- 2.4.2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial

assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. Utilities. The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or

expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
- 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
- 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
- 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
- 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
- 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
- 7.1. MnDOT's Authorized Representative is:
- Name: Mitchell Rasmussen, or his successor.
Title: State Aid Engineer
Phone: 651-366-4831
Email: Mitch.rasmussen@state.mn.us
- MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. The Local Government's Authorized Representative is:
- Name: Dave Tiegs or his/her successor.
Title: Le Sueur County Engineer
Phone: 507-357-8204
Email: dtiegs@co.le-sueur.mn.us
- If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 8.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Termination; Suspension**

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or

intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1. **Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.2. **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be

subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

18.13. Federal Funding Accountability and Transparency Act (FFATA).

18.13.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

- 18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.13.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 18.13.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 18.13.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

Le Sueur County

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

RESOLUTION BY THE COUNTY BOARD OF COMMISSIONERS

LE SUEUR COUNTY

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the Le Sueur County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the _____ and the _____ are hereby
(Title) (Title)
authorized and directed for and on behalf of the Le Sueur County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1030040", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

CERTIFICATION

STATE OF MINNESOTA

SS

COUNTY OF LE SUEUR

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by Le Sueur County at a duly authorized meeting thereof held on the _____ day of _____, 2018, as shown by the minutes of said meeting in my possession.

(Signature)

(Type or Print Name)

(Title)

Notary Public _____

My Commission expires _____

(SEAL)

**STATE OF MINNESOTA
TRUNK HIGHWAY
JURISDICTIONAL TRANSFER
LESUEUR COUNTY
("TURNBACK") AGREEMENT**

Control Section Number: 4011

Trunk Highway Number: 112

Purpose: State release of Trunk Highway 112 to the County of LeSueur from the US Hwy 169 ramps to the intersection of TH 99.

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT") and LeSueur County, a political subdivision of the State of Minnesota acting through its Board of Commissioners ("LeSueur County").

RECITALS

1. Minnesota Statutes §161.20 authorizes MnDOT to enter into agreements with other governmental authorities to carry out the purposes of Minnesota Statutes Chapter 161.
2. LeSueur County is a Road Authority as defined in Minnesota Statutes §160.02 (subd. 25); and
3. MnDOT has determined that Trunk Highway 112 from the US Hwy 169 ramps in LeSueur to the intersection of TH 99 in LeCenter ("Roadway Segment") is no longer needed for trunk highway purposes; and
4. The parties agree that LeSueur County is the proper road authority; and
5. MnDOT has determined that the Roadway Segment will revert to another road authority in accordance with Minnesota Statutes §161.16 and MnDOT has further determined that LeSueur County is the proper road authority; and.
6. Minnesota Rules Chapter 8820, State-Aid Operations govern eligibility and requirements for adding roadways to state aid roadway systems; and govern eligibility for State-Aid transportation funding including County Turnback Account; and
7. The parties have determined that the Roadway Segment is eligible for addition to the state aid system, and is eligible for County Turnback funding; and
8. The parties have entered into this Agreement to provide for the orderly reversion of the Roadway Segment to the jurisdiction of LeSueur County; and
9. The Roadway Segment is in need of pavement repair and improvements to be completed by LeSueur County.

AGREEMENT

1. Effective Date; Survival of Terms

This Agreement will be effective on the date last signed below by the parties and by such other State of Minnesota officials as required by Minnesota Statutes §16C.05. This Agreement will remain in effect until MnDOT has (1) served a Notice of Release, and (2) made payments (if any) as required by this Agreement. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration of the Agreement.

2. Identification of Trunk Highway Segment; Right-of-Way Determination

The Roadway Segment covered by this Agreement is described as Trunk Highway 112 from the US Highway 169 ramps north of LeSueur to the intersection with Trunk Highway 99 west of LeCenter. (See map Exhibit A) This highway is 15.0 miles in total length, with 2.0 miles located within the City of LeSueur. MnDOT will confer with LeSueur County to determine the final right-of-way limits prior to transfer of jurisdiction to LeSueur County.

3. Notice of Release; Future Responsibility; Conveyance Documents

3.1. Notice of Release. MnDOT will deliver a "Notice of Release" to LeSueur County, citing the effective date of release ("Effective Date"). Upon the Effective Date, the Roadway Segment is released from MnDOT's jurisdiction, and the Political Subdivision is the Road Authority with jurisdiction over the Roadway Segment and will assume all responsibility for the operation, maintenance, and reconstruction of the Roadway Segment and of all structures and facilities that are a part of the Roadway Segment.

3.2. Conveyance Documents. Subsequent to issuing the Notice of Release, MnDOT will prepare and execute necessary and appropriate documents conveying MnDOT's interest in the Roadway Segment to LeSueur County.

4. Delivery of Records

Following delivery of the Notice of Release, MnDOT will provide LeSueur County with available records concerning the Roadway Segment. Such records must be in MnDOT's possession, and will be released only if such release is lawful under the provisions of the Minnesota Government Data Practices Act. Such records may include the following:

- a) A list of active maintenance agreements, including signal and routine maintenance agreements with other governmental agencies that will be cancelled, and a list of agreements with utility companies that will be cancelled;
- b) Records concerning utility permits, drainage permits, driveway and other access permits, advertising and sign permits, and other limited-use permits;
- c) Construction plans and records, as-built construction plans (if available);
- d) Bridge inspection reports and ratings;
- e) Aerial photos and other photo and video files, in either hard copy or digital form;
- f) Right-of-way maps and parcel files;
- g) Inventory Data;
- h) Pavement condition ratings;
- i) Traffic signal files including timing sequence information and repair history;
- j) Accident reports and statistics;
- k) Most current traffic counts;
- l) Alignment ties, horizontal and vertical control monuments and related data;
- m) Partially or fully completed plans for construction projects;
- n) Road opening and right-of-way documentation;

5. Responsibility for Claims

MnDOT will remain responsible, to the extent authorized by Minnesota Statutes §3.736 and other applicable law, for claims related to construction, maintenance, and operation of the Roadway Segment during the period when it was a state trunk highway, even if such claims are filed after LeSueur County receives the Notice of Release. LeSueur County will be responsible for claims arising out of its own construction, maintenance, or operation of the Roadway Segment after it received the Notice of Release.

6. County Turnback Account Funds

6.1 Authorization. Upon the Effective Release Date, and upon designation of the Roadway Segment as a state aid route LeSueur County will be authorized to use funds from the County Turnback Account in accordance with Minnesota Statutes §161.082.

6.2 Eligibility – "In Lieu" Payment. The parties agree that in lieu of being paid for contracting or force account work, LeSueur County will receive payments in the total amount of \$ 33,000,000 in accordance with Minnesota Rules 8820.2300 subp. 6a.

6.3 Payment Schedule – "In Lieu" Payments. The "In Lieu" payments are anticipated to be made in calendar year 2018 for the amount of \$9,500,000, containing engineering, land acquisition and construction costs for the turnback project. A succeeding payment of \$23,500,000 in Calendar year 2019 to provide for the remainder of the cost. The availability of these funds is contingent on legislative approval and appropriation. MnDOT will use its best efforts to secure appropriation of such funds; however LeSueur County acknowledges that any expenses incurred prior to such authorization are at the sole risk of LeSueur County.

6.4 Maximum Obligation Eligibility. The maximum obligation under this Agreement is \$33,000,000.

7. Release of Claims; Covenant not to Sue

By accepting the payment provided for in this Agreement, LeSueur County releases MnDOT from any and all claims related to the condition of the Roadway Segment, regardless of whether such claims result from surface or sub-surface conditions, and regardless of whether such conditions were known or unknown at the time of reversion. LeSueur County is encouraged to perform its own geotechnical explorations and will not rely on previous geotechnical studies performed by MnDOT. In consideration of the turnback payment provided by MnDOT, LeSueur County covenants not to sue MnDOT or any other state agency or official with respect to MnDOT's decision to make the reversion or for any claim arising out of the condition of the Roadway Segment.

8. General Provisions

8.1 Venue. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

8.2 Termination. This Agreement may be terminated only by mutual written agreement of the parties, except that MnDOT may terminate this Agreement if it does not obtain funding from the Minnesota Legislature.

8.3 Suspension. MnDOT may suspend its payment obligations under this Agreement in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. The period of suspension will end when MnDOT is legally authorized to resume such payments.

8.4 Severability. If any provision of this Agreement is found to be invalid or unenforceable, such provision will not affect the validity or enforceability of any other provision of this Agreement, which will remain in force and effect.

- 8.5. **Merger.** This Agreement contains all prior negotiations and agreements between MnDOT and LeSueur County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 8.6. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.7. **Government Data.** This Agreement, and any data exchanged by the parties pursuant to this Agreement, will be "government data" and subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
- 8.8. **State Audits.** The books, records, documents, and accounting practices and procedures of LeSueur County relevant to this Agreement are subject to examination by MnDOT and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years.

9. Additional Provisions

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

LESUEUR COUNTY*

LeSueur County certifies that the appropriate person(s) have executed the Agreement on its behalf as required by applicable resolutions, ordinances or charter provisions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Aid Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

***Include a resolution**

RESOLUTION BY THE COUNTY BOARD OF COMMISSIONERS

LE SUEUR COUNTY

BE IT RESOLVED that the County of Le Sueur enter into MnDOT Agreement No. 1030185 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for the release by the State of Trunk Highway 112, from the US Hwy 169 ramps in Le Sueur to the intersection of TH 99 in Le Center, to the jurisdiction of the County and payment by the State to the County as detailed in agreement 1030185 in lieu of being paid for contracting or force account work, in accordance with Minnesota Rules 8820.2300 subp. 6a.

BE IT FURTHER RESOLVED that the _____ and the _____ are hereby
(Title) (Title)
authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

STATE OF MINNESOTA

ss

COUNTY OF LE SUEUR

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by Le Sueur County at a duly authorized meeting thereof held on the _____ day of _____, 2018, as shown by the minutes of said meeting in my possession.

(Signature)

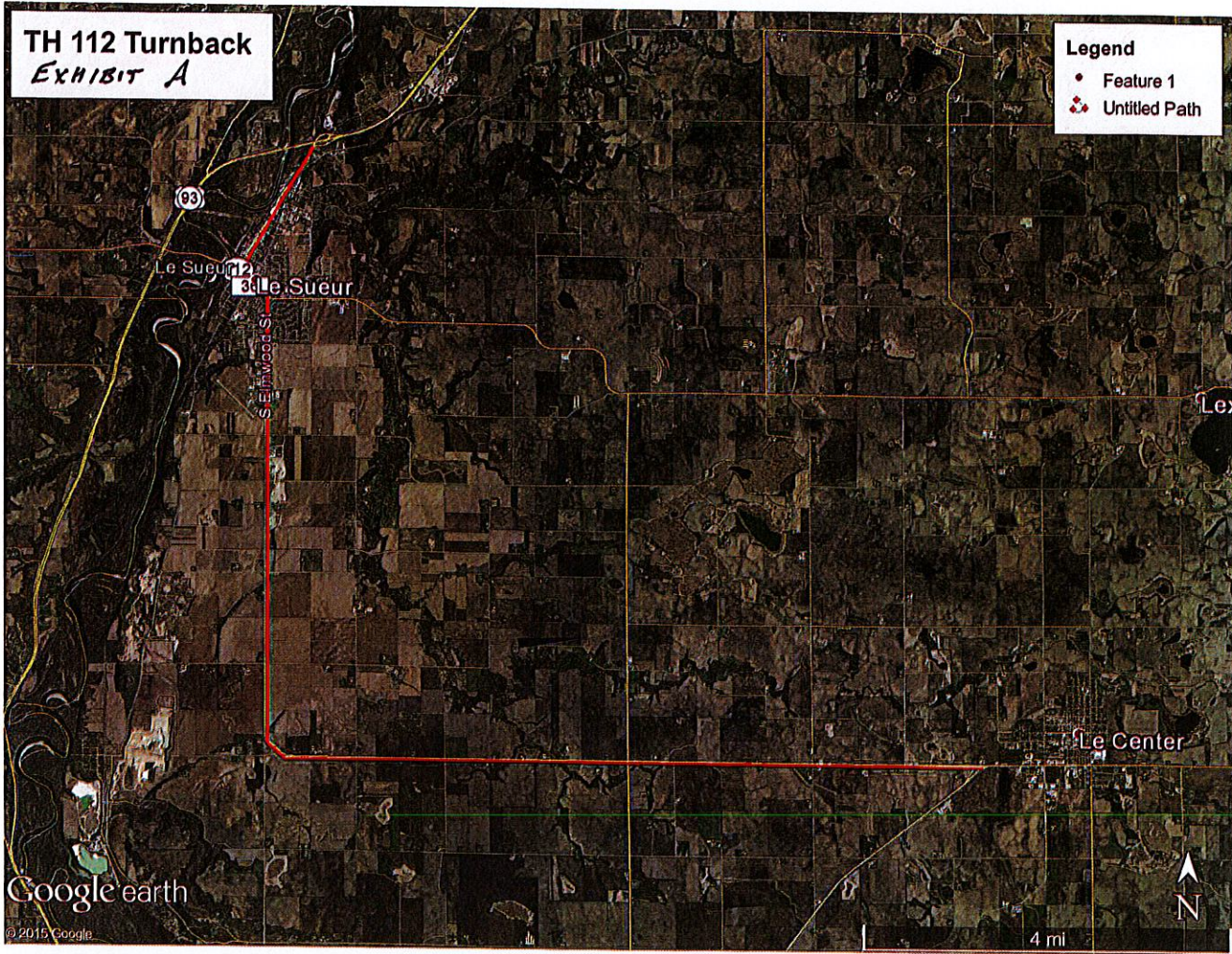
(Type or Print Name)

(Title)

Notary Public _____

My Commission expires _____

(SEAL)



Proposed Trunk Highway 112 Turnback Map.

Turnback Agreement Template (Municipal Agreements) 7/15/13 version reviewed and approved by Office of Chief Counsel



Le Sueur County, MN

Tuesday, January 2, 2018

Board Meeting

Item 9

9:50 a.m. Darrell Pettis, County Administrator

RE: Minimum Salary

RE: Authorize County Administrator to sign South Central Transit Sponsorship Letter

RE: 2018 AMC Delegates

RE: Appoint 2 Commissioners to Parks Board

RE: Wage Discussion

Reminder: January 2nd CHB Meeting has been cancelled

Staff Contact:

2018 Minimum and Actual Salaries

On motion by _____, and seconded by _____ and unanimously approved, the Board set the 2018 Minimum and Actual salaries, pursuant to Minnesota Statute for the following Le Sueur County elected officials:

(MN Statute 387.20) County Sheriff - Minimum \$82,600 Actual to be determined

(MN Statute 385.373 and 384.151) County Auditor/Treasurer - Minimum \$72,588 Actual to be determined

(MN Statute 388.18) County Attorney - Minimum \$68,913 Actual to be determined

(MN Statute 386.015) County Recorder - Minimum \$54,246 Actual to be determined



Association of Minnesota Counties

AMC 2018 POLICY COMMITTEE & VOTING DELEGATE APPOINTMENTS

2018 AMC POLICY COMMITTEE APPOINTMENTS

Counties must appoint at least one commissioner or county official to each of the five AMC policy committees. Individuals may not serve as a voting member on more than one policy committee.

Policy Committee	2018 Policy Committee Member
Environment & Natural Resources Policy Committee	
General Government Policy Committee	
Health & Human Services Policy Committee	
Public Safety Policy Committee	
Transportation & Infrastructure Policy Committee	

2018 AMC VOTING DELEGATE APPOINTMENTS

Please type (or clearly print) the names of your county's appointed AMC Voting Delegates for 2018 in the spaces below. Voting delegates are permitted to cast votes on behalf of one's county during official AMC meetings/business.

1	
2	
3	
4	
5	
6	
7	
8	

ARTICLE 8: ASSOCIATION DELEGATES & DISTRICTS

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



Le Sueur County, MN

Tuesday, January 2, 2018

Board Meeting

Item 10

10:00 a.m. Open Newspaper Bids (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, January 2, 2018

Board Meeting

Item 11

Commissioner Committee Reports and Future Meetings

Staff Contact:

Future Meetings January – February 2018

January 2018

Monday, Jan. 1	Offices Closed – New Year’s Day
Tuesday, Jan. 2	Board Meeting, 9:00 a.m. *CHB MEETING CANCELLED
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. *11:45 a.m. Bond Bid Award
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.