



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
March 6, 2018**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: February 27, 2018 Minutes and Summary Minutes
RE: Le Sueur Valley Ducks Unlimited Gambling Application
RE: February 2018 Transfers
RE: Immaculate Conception of Marysburg Renewal
2. **9:05 a.m. Claims (5 min)**
3. **9:10 a.m. Public Hearing-Ordinance Amendment (30 Min)**
4. **9:40 a.m. Casi Story (5 min)**
RE: Lighting Request
5. **9:45 a.m. Marty Baker, Le Sueur County Fair Board President (15 min)**
RE: 2018 Budget
RE: Funding Considerations - Beef Barn Gates, Horse Arena Project, Horse Barn Project and Lighting Project for Grandstand & Parking
6. **10:00 a.m. Pam Simonette, Auditor - Treasurer (5 min)**
RE: CD 54 Contract with H2Over Viewers
7. **10:05 a.m. Dave Tiegs, Highway Engineer (5 min)**
8. **10:10 a.m. Human Resources (10 min)**

9. **10:15 a.m. Darrell Pettis, County Administrator**
RE: West Jefferson Interconnect Agreement
10. **Commissioner Committee Reports**
11. **Future Meetings**



Le Sueur County, MN

Tuesday, March 6, 2018

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: February 27, 2018 Minutes and Summary Minutes

RE: Le Sueur Valley Ducks Unlimited Gambling Application

RE: February 2018 Transfers

RE: Immaculate Conception of Marysburg Renewal

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting

February 27, 2018

The Le Sueur County Board of Commissioners met in regular session on Tuesday, February 27, 2018 at 9:00 a.m. at the Courthouse in Le Center, Minnesota. Those members present were: Steve Rohlffing, Lance Wetzel, John King and Dave Gliszinski. Joe Connolly was excused. Brent Christian and Darrell Pettis were also present.

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

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

- Approved the February 20, 2018 County Board Minutes and Summary Minutes
- Approved a gambling application from Le Sueur County Friends
- Approved a Caribou Gun Club Renewal of Consumption and Display Permit

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved to open a public hearing at 9:05 a.m. to take public comment on three proposed user fee changes.

On motion by Gliszinski, seconded by Rohlffing and unanimously approved, the Board approved to close the public hearing after no public comments.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved the following user fee changes:

Increase in Passport Acceptance Fees from \$25 to \$35 effective April 2, 2018

Minimum of \$10 for each ditch lien entry—increased from \$5, effective February 27, 2018.

Ditch lien entries of \$100 or less due in one installment-increased from \$50, effective February 27, 2018.

Josh Mankowski, P&Z Administrator appeared before the Board with two items for approval.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved via roll call 4-0 with Connolly absent, the Board approved a Conditional Use Permit to Joel & Melissa Schaefer, Cleveland, MN, (Applicant); Mike & Tracy Drash, Kasota, MN, (Owner) to allow the applicant to transfer the development right for a building eligibility from the SE/NW to the SW/NW in a Conservancy “C” District. Property is located in the NW quarter, Section 34, Kasota Township. The application was approved as written and findings are on file at the Planning and Zoning Office.

On motion by Gliszinski, seconded by King and unanimously approved via roll call 4-0 with Connolly absent, the Board approved an After-The-Fact Conditional Use Permit to David & Kelly Bode, North Mankato, MN, (Applicant\Owner) to allow the applicant to construct a

retaining wall within the shore impact zone, create a 10 x 50 beach sand blanket within the shore impact zone; Grading, Excavating, and Filling of 19.25 cubic yards within the shore impact zone and a total of 54.25 cubic yards of material on the lot in a Flood Fringe “FF” Floodplain Overlay District and a Recreational Residential “RR” District on a Recreational Development “RD” lake, Lake Jefferson. Property is located at Lots 18 & 19, Edgewater Terrace Subdivision, Section 3, Cleveland Township. The application was approved with the following conditions and findings are on file at the Planning and Zoning Office:

1. Conditions stated in the letter from Joshua Mankowski that the applicant is to maintain vegetative cover on the slope and along the shoreline (except the location for the sand blanket).
2. Condition that the trees are to be trimmed, as stipulated by the Le Sueur County Planning & Zoning Ordinance, to provide additional light in the sloped area to help establish better vegetative cover.
3. No plant barrier, liner, or filter fabric material shall be placed underneath the beach sand blanket per Le Sueur County Planning & Zoning Ordinance.

Tyler Luethje appeared before the Board with one item for approval.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved and authorized the Board Chair to sign a Resolution for Federal Recreation Trail Program Equipment Grant.

Cindy Westerhouse appeared before the Board with one item for approval.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved and authorized the Board Chair to sign the 2018 – 2020 Labor Agreement between Le Sueur County and the International Union of Operating Engineers Local No. 49, Highway Maintenance Unit.

Darrell Pettis, County Administrator appeared before the Board with an update on the West Jefferson project plan.

Jim Goltart, Veterans Services Director appeared before the Board with one item for approval.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to increase Jamie Von Bank with Veterans Services from a Grade 7, Step 5 \$21.92 to a Grade 7, Step 8 \$24.82 effective next pay period.

Commissioner Committee Reports:

Commissioner Rohlfing attended a City Council Meeting in Kasota and an MVAC meeting.

Commissioner Gliszinski attended a Justice Center meeting and a South Central Work Task Force meeting.

Commissioner Wetzel attended a Justice Center meeting.

On motion by King, seconded by Rohlfing and unanimously approved, the Board adjourned until Tuesday, March 6, 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, February 27, 2018

- 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. (Gliszinski-King)
- Approved the consent agenda. (Rohlfing-Gliszinski)
- Approved to open a public hearing to take public comment on three proposed user fee changes. (Rohlfing-King)
- Approved to close the public hearing with no public comments. (Gliszinski-Rohlfing)
- Approved user fee changes: Increase in Passport Acceptance Fees to \$35, minimum of \$10 for each ditch lien entry and ditch lien entries of \$100 or less due in one installment. (King-Rohlfing)
- Approved a Conditional Use Permit to Joel & Melissa Schaefer, Cleveland, MN, (Applicant); Mike & Tracy Drash, Kasota, MN, (Owner) and findings are on file at the Planning and Zoning Office. (Rohlfing-Gliszinski)
- Approved an After-The-Fact Conditional Use Permit to David & Kelly Bode, North Mankato, MN, (Applicant\Owner) with conditions and findings are on file at the Planning and Zoning Office (Gliszinski-King)
- Approved a Resolution for Federal Recreation Trail Program Equipment Grant. (Rohlfing-King)
- Approved the 2018 – 2020 Labor Agreement between Le Sueur County and the International Union of Operating Engineers Local No. 49, Highway Maintenance Unit. (King-Rohlfing)
- Approved to increase Jamie Von Bank with Veterans Services from a Grade 7, Step 5 \$21.92 to a Grade 7, Step 8 \$24.82 effective next pay period. (King-Rohlfing)
- Adjourned until Tuesday, March 6, 2018 at 9:00 a.m. (King-Rohlfing)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: LESUEUR VALLEY DUCKS UNLIMITED Previous Gambling Permit Number: 180
 Minnesota Tax ID Number, if any: ES 37964 Federal Employer ID Number (FEIN), if any: 13-5643799
 Mailing Address: 413 SO. PARK LANE
 City: LESUEUR State: MN Zip: 56058 County: LESUEUR
 Name of Chief Executive Officer (CEO): DOUG MALM
 Daytime Phone: 507-665-2653 Email: kd.malm@mediacomb66.net

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☒ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): CARIBOU GUN CLUB

Address (do not use P.O. box): 30649 380th St.

City or Township: LESUEUR Zip: 56058 County: LESUEUR

Date(s) of activity (for raffles, indicate the date of the drawing): APRIL 14, 2018

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards

☒ Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$ 3,000)

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **List of Licensees**, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: LESUEUR

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Doug Malm Date: 2-26-18
(Signature must be CEO's signature; designee may not sign)

Print Name: DOUG MALM**REQUIREMENTS****Complete a separate application for:**

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information and received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- _____ a copy of your proof of nonprofit status, and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

An equal opportunity employer

February 2018 Transfers

- #1684 Transfer 5,214.49 from Revenue to Road & Bridge
 (December Fuel – Sheriff 4840.15; Assessor 173.48;
 Veterans 147.98; Maintenance 52.88)
- #1685 Transfer 182.64 from Road & Bridge to Gravel Tax
 (correct receipt #9878)
- #1686 Transfer 182.64 from Tax & Penalty to Gravel Tax
 (correct receipt #9878)
- #1687 Transfer 8,566.00 from Revenue to Env Services
 (2017 Water Plan Levy)
- #1688 Transfer 211.19 from Human Services to Road & Bridge
 (December Fuel)
- #1689 Transfer 64.65 from Env Serv to Road & Bridge
 (December Fuel)
- #1690 Transfer 3,192.00 from Agency to Revenue
 (February Landshark)



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code CT3.2ONSS License Period Ending 4/15/2018 ID# 44735

ISSUING AUTHORITY LeSueur Co

Licensee Name Immaculate Conception of Marysburg

Trade Name Immaculate Conception of Marysburg

City, State, Zip Code 27528 Patrick St

Madison Lake MN 56063

Business Phone 5072433166

License Fees: Off Sale On Sale \$20 Sunday

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature X Rev. Christopher L. Shofner Pastor DOB 8-7-75 Fed ID SS# 41-0732182 Date 2/13/2018
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature B + C Date 2-27-18
County Board issued licenses only (Signature certifies licensee is eligible for license).

Police/Sheriff Signature [Signature] Date 2/26/18
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.



Le Sueur County, MN

Tuesday, March 6, 2018

Board Meeting

Item 2

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

Staff Contact:



Le Sueur County, MN

Tuesday, March 6, 2018

Board Meeting

Item 3

9:10 a.m. Public Hearing-Ordinance Amendment (30 Min)

Staff Contact:

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
March 6, 2018

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS

FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION

SUBJECT: “REQUEST FOR ACTION”

ITEM #1: LE SUEUR COUNTY ZONING ORDINANCE

The Planning Commission recommends your denial to Amend the Le Sueur County Zoning Ordinance to allow Retreat/Vacation/Private home rental (VRBO Vacation Rental By Owner) in the Recreational Residential District.

ACTION: **ITEM #1:**_____

DATE:_____

COUNTY ADMINISTRATOR’S SIGNATURE:_____

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
88 SOUTH PARK AVE.
LE CENTER, MINNESOTA 56057
February 8, 2018

MEMBERS PRESENT: Don Reak, Jeanne Doheny, Don Rynda, Shirley Katzenmeyer, Doug Krenik, Al Gehrke, Commissioner King

MEMBERS ABSENT: Pam Tietz,

OTHERS PRESENT: Joshua Mankowski, Michelle Mettler, Commissioner Rohlfing

1. The meeting was called to order at 7:00 by Chairperson, Jeanne Doheny.
2. Agenda. Motion to approve agenda was made by Don Reak. Second by Doug Krenik. Approved.
3. Minutes from January 11, 2018 Meeting. Motion to approve minutes was made by Al Gehrke. Second by Shirley Katzenmeyer. Approved.
4. Applications

ITEM #1: JOEL & MELISSA SCHAEFER, CLEVELAND, MN, (APPLICANT); MIKE & TRACY DRASH, KASOTA, MN, (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to transfer the development right for a building eligibility from the SE/NW to the SW/NW in a Conservancy "C" District. Property is located in the NW quarter, Section 34, Kasota Township.

Joshua Mankowski presented power point presentation. Joel Schaefer was present for the application.

TOWNSHIP: Notified. Response: None.

DNR: Notified. Response: None.

LETTERS: None

PUBLIC COMMENT: Mike Drash stated that the TDR was coming from a heavily wooded lot of Schaeffer's to the new location.

Discussion was held regarding: Joel Schaefer explained why they are seeking to transfer the development rights. It will be moving from an adjacent quarter-quarter that is less suitable for building to an area where development has already taken place. Discussion about building eligibility per quarter-quarter was had. This is not transferring all the building eligibilities in the quarter-quarter, just this one building eligibility.

Findings by majority roll call vote:

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

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

Motion was made by Doug Krenik to approve the application.

No further discussion.

Second by Shirley Katzenmeyer. Motion approved. Motion carried.

ITEM #2: DAVID & KELLY BODE, NORTH MANKATO, MN. (APPLICANT/OWNER): Request that the County grant an After-The-Fact Conditional Use Permit to allow the applicant to construct a retaining wall within the shore impact zone, create a 10 x 50 beach sand blanket within the shore impact zone; Grading, Excavating, and Filling of 19.25 cubic yards within the shore impact zone and a total of 54.25 cubic yards of material on the lot in a Flood Fringe "FF" Floodplain Overlay District and a Recreational Residential "RR" District on a Recreational Development "RD" lake, Lake Jefferson. Property is located at Lots 18 & 19, Edgewater Terrace Subdivision, Section 3, Cleveland Township.

Joshua Mankowski presented power point presentation. David Bode was present for the application.

TOWNSHIP: Notified. Response: None

DNR: Notified. Response: None

LETTERS: Joshua Mankowski regarding recommendation to approve the application on the grounds that the project will help address an ongoing erosion issue on the lot and will reduce the total impervious surface on the lot from 32% to 22.1%. Recommended conditions for approval included maintaining vegetative cover on the slope and along the shoreline (excluding the location of the sand blanket) to reduce erosion issues.

PUBLIC COMMENT: None

Discussion was held regarding: The project starting out as boulder stairs that then grew to include retaining walls. They did not have any formal drawing done before the work was started. The applicant thought the addition of the retaining wall would help with erosion issues on the hill. Work was stopped once the Cease and Desist order was issued. Plans for a sand blanket were added in later. Don Reak discussed using native vegetation along the steps, on the slope, and along the shoreline. Joshua Mankowski stated that, due to shading issues, it would be difficult to establish the typical native vegetation. Don Reak then recommended possibly trimming trees to allow more light. Discussion on the removal of the existing shed. This shed is proposed to be removed as part of the application. Discussion on the negative impacts of manicured lawn and sand blankets on the lake.

Findings by majority roll call vote:

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

Motion made by Al Gehrke to approve the application

Discussion was held regarding: Statement from Joshua Mankowski that nothing can be placed under the sand blanket such as landscaping fabric. Including with approval the conditions stated in the letter from Joshua Mankowski that the applicant is to maintain vegetative cover on the slope and along the shoreline (except the location for the sand blanket), from Don Reak that the trees are to be trimmed, as stipulated by the Le Sueur County Planning & Zoning Ordinance, to provide additional light in the sloped area to help establish better vegetative cover, and that no plant barrier, liner, or filter fabric material shall be placed underneath the beach sand blanket per Le Sueur County Planning & Zoning Ordinance.

Second by Don Reak. Motion approved. Motion carried.

ITEM #3: Request to amend the Le Sueur County Zoning Ordinance to allow for short-term transient rental.

Joshua Mankowski presented power point presentation. Glen Sohre was present for the application.

TOWNSHIP: Notified. Response: None

DNR: Notified. Response: None

Discussion was held regarding: Glen Sohre state that he would like the County to add this use. He currently has operated a vacation rental in the County not knowing it was not allowed. The intent of applying for the ordinance revision is also to allow for public discussion on this topic. He would like to have this added. Need to bring in public input.

PUBLIC COMMENT:

Bruce Klugherz regarding concerns with allowing VRBOs in the Recreational Residential District including lot size, placement of residents on lot (proximity from lot line). Read a letter from Jerold Lucas of Brandt Law Office. The letter outlined five items that are required to apply for an ordinance amendment that Mr. Lucas believes were not met. They are as follows 1) The applicant is required to state the reason for the amendment request, 2) the applicant provides a statement of compatibility to the Le Sueur County Land Use Plant, 3) the applicant must submit test of the portion of the ordinance to be amended, 4) proposed amended test and statement

outline any other facts that the amendment may have on other areas of the ordinance, and 5) applicant is required to submit any additional information which may be requested by the department or by the commission. This is a difficult decision and hopes that final ordinance will consider safety for the community.

Dorothy Jacobson regarding observed issues including constant campfires, increased traffic, noise, large numbers of people and vehicles. This is a residential neighborhood and this use does not fit.

Brenda Henneck regarding her issues. VRBOs are not regulated as rental property, why allow spot zoning, she purchased the property because it was not near a resort or rental property, this use creates a big change in the neighborhood, what is in it for the County, costs and resources, monitoring and police. renters do not know lake rules, big change to the lake.

Seth Hammond asked if the County has considered the concerns and comments that have been received from the public in the past. Joshua Mankowski stated that the comments and concerns were discussed during a previous work session and that there are some letters that were requested to be read into the meeting during the public comment period.

Brian Swanson regarding his property that has been in the family for 50+ years. Would like a good reason why this use isn't allowed, would like to rent out his basement, understands that this is a difficult decision, there are loud noises anywhere on the lake, noise from the landing, this use could be controlled and operated properly, noise is an issue from some people who own/live on the lake, purchase the house for this purpose, allows for extra income to pay for the property.

Questions for clarification from Don Reak about Bed & Breakfast in the County. Michelle stated that these uses do still require Planning and Zoning approval.

Helen Klugherz regarding trying to sell her property next to a VRBO. She had to disclose that the home is next to a VRBO, decreased value.

Rodney Cruze regarding allowing this use in Le Sueur County. He owns a cabin in a neighboring county that he rents out. He works with his neighbors; he doesn't want his place damaged by renters. There are owner occupied properties that are unkempt and remain in disrepair. There are always different people using the rental. We are limiting how people can use their property. He would like to have the ability to rent out his current property in the future. He works with his neighbors, even paying one to help care for the cabin. Didn't realize there was this restriction.

LETTERS:

Brenda and Kevin Roemhildt regarding the issues they have had owning property next to a current VRBO in the County. Issues include: number of people staying compared to the size of the lot, the number of tents, drinking, number of cars, trash left on their lot, their property being used as overflow parking, difficulties their lawn service have had completing their work due to the aforementioned issues, large parties with a lot of drinking. They have personally used VRBOs when they have traveled and have always found a rule book/guide upon arrival. They are excited to learn that some rules and regulations might be put in place, this is a neighborhood, not a party rental.

Dennis and Mary Jo Erickson submitted a letter stating their concerns about this type of businesses in their neighborhood. There is a lack of on-site management, the property owner resides out-of-state, noise, parking, trespassing, decrease in property values.

Bruce & Helen Klugherz email stating their experience residing near a VRBO on Limberdink Road. Noise is a problem, it doesn't stop at 10:00 pm, excess speed on private road, drinking and driving, underage use of ATVs on the road, excess speed and not maintaining appropriate distances while using personal watercraft, VRBO customers claiming ignorance of the laws/rules and does not care because they are only there for a short time, lude behavior while intoxicated, and not cleaning up after pets while walking down the road.

Motion was made by Don Reak to Deny the application. The County should review this type of ordinance revision during our regular review process.

Second by Shirley Katzenmeyer. Motion approved. Motion carried.

5. Discussion Items: Discussed possibly holding another work session to continue the discussion of ordinance revisions. Time and date will be determined at a later date.
6. Warrants/Claim-signatures.
7. Motion to adjourn meeting by Shirley Katzenmeyer. Second by Al Gehrke. Motion approved. Motion carried.

Respectfully submitted,

Joshua Mankowski

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

DRAFT

Craft Retreat/Vacation/Private Home Rental

The owner of the homes renting for thirty (30) consecutive days or less shall be allowed, providing the following requirements are met:

- A. The owner must apply for and receive a conditional use permit from Le Sueur county. The county will establish fees for the application and renewal.
- B. The owner/operator will post rules/regulations and emergency contact information (police, fire, hospital, and septic) inside the home.
- C. On-site parking shall be provided which is sufficient to accommodate the occupants of the home. Any designated off-site parking needs to be approved by owners prior to use. Parking should be set back a minimum of five feet from the property line.
- D. The owner shall provide a visual demarcation of the property lines.
- E. The owner shall ensure that the noise standards of *Minnesota Rules, chapter 7030; or successor rules*, are met. The owner may determine quiet hour standards in order to assist in achieving this goal and to reduce the potential impacts on neighboring properties.
- F. The owner shall establish a detailed plan for garbage disposal that will be posted in the home. The owner will be responsible for ensuring proper garbage disposal is done.
- G. Any premises used for human occupancy must be provided with an adequate method of sewage treatment. Publicly owned sewer systems must be used where available. All private sewage treatment systems must meet or exceed the Le Sueur County Subsurface Sewage Treatment System Ordinance and subsequent amendments.
- H. If pets are allowed in the home, renters must ensure that they are in compliance with individual owners rules and regulations.
- I. The owner will keep a report of the renters who have used the property. This will include the renters first/last name, address and phone number. The report will be available to the county upon request.



Le Sueur County, MN

Tuesday, March 6, 2018

Board Meeting

Item 4

9:40 a.m. Casi Story (5 min)

RE: Lighting Request

Staff Contact:

Tim Miller Electric Inc.

300 N Lexington Ave. Le Center, MN 56057

Phone 1-507-340-3035, e-mail millerelectricecenter@frontiernet.net

To: Le Sueur County 4H

Date: 2.28.2018

Subject: Lights in the 4H Building Kitchen and Dining Hall

This Quote includes:

- Removal and recycling of the old bulbs and kitchen fixtures
- Relamp the fixtures in the dining area with new ballast by-pass bulbs (ballast will no longer be needed)
- Take down the 4 existing light fixtures in the kitchen
- Replace the kitchen lights with 6-2x4 LED light panels
- Labor
- State Inspection

Cost of this project is \$2,377.00 payable upon completion

Estimated rebate 550.00 I'll will do the paper work

Net cost \$1,827.00

Customer _____ Date _____

Contractor  _____ Date 2-28-18



Le Sueur County, MN

Tuesday, March 6, 2018

Board Meeting

Item 5

9:45 a.m. Marty Baker, Le Sueur County Fair Board President (15 min)

RE: 2018 Budget

RE: Funding Considerations - Beef Barn Gates, Horse Arena Project, Horse Barn Project and Lighting Project for Grandstand & Parking

Staff Contact:

LE SUEUR COUNTY FAIR BUDGET 2018

Income	2017 Budget	2017 Actual	2018 Budget
County Taxes	35,000	30,442	32,000
Dividends	1,600	532	-0-
Rent	13,000	12,835	15,500
Grants/Donations	15,000	14,484	15,000
Carnival/Midway	1,500	-0-	500
Parking	10,000	9,430	10,000
Food Booth & Space Rental	5,500	4,821	5,500
Entries	600	1,121	650
State Premium Reim.	3,000	3,428	3,400
Grandstand	22,000	23,050	23,000
Horse Show	600	999	700
AMPI Kajer Fund	800	775	800
Reimbursed Expenses	-0-	3,067	3,000
Totals	108,600	104,984	110,050

Expense	2017 Budget	2017 Actual	2018 Budget
Advertising	5,500	8,373	8,000
Judges	4,000	4,416	4,200
Grandstand	15,000	15,494	15,000
Security	2,800	2,940	2,800
Porta-potties	4,000	3,993	4,000
Premiums	3,300	7,500	7,000
Vet	550	385	400
Sales Taxes	3,800	3,251	3,300
Capital Improvements	-0-	-0-	-0-
Accounting & Tax Prep.	3,000	2,078	2,100
Meal Tickets	600	747	650
Ribbons	300	247	250
Entertainment	10,000	8,358	8,300
Misc. Fair Expenses	3,500	-0-	1,200
Repairs	3,500	4,014	2,500
Utilities	6,000	7,530	6,400
Garbage	1,500	594	900
Office Expense	4,000	3,935	3,900
Insurance	8,100	4,982	6,500
AMPI Kajer Fund	800	775	775
Office Help	1,000	815	900
Website Maintenance	2,000	3,500	2,500
Legacy Grant Expense	10,700	10,955	11,000
Totals	93,950	94,882	92,575

Le Sueur County Fair

(Proposed Projects for 2018)

BEEF BARN GATES: (To create more stalls)

---C. & S. Supply Co.

600.00
Total 600.00

HORSE ARENA PROJECT: (2" more sand)

---Johnson Agrigate of Le Sueur

1,500.00
Total 1,500.00

HORSE BARN PROJECT:

---roof replacement

(balance not funded)

(Volunteer labor to install)

4,200.00

---replace siding for east & west ends

2,500.00
Total 6,700.00

LIGHTING PROJECT FOR GRANDSTAND & PARKING:

---Miller Electric of Le Center

(to install poles and wire for lights)

11,398.00

---Miller Electric of Le Center

(use old fixtures but with new LED bulbs)

778.00

Total 12,176.00

Total for all projects \$20,976.00



Le Sueur County, MN

Tuesday, March 6, 2018

Board Meeting

Item 6

10:00 a.m. Pam Simonette, Auditor - Treasurer (5 min)

RE: CD 54 Contract with H2Over Viewers

Staff Contact:

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 54 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this "Agreement") is made effective February 1st, 2018 (the "Effective Date") by and between **Bryan Murphy** ("Murphy"), **Dustin Srnsky** ("Srnsky") and **Larry Murphy** ("Larry") (collectively, the "Viewers") acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the "Company"), and the **Drainage Authority in Le Sueur County for County Ditch 54** (the "Drainage Authority"), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 54 (the "Drainage System").

RECITALS

- A. Viewers Murphy, Srnsky and Larry were appointed by the Drainage Authority on January 23rd, 2018.
- B. The Viewers' proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C. The Viewers operate and coordinate their administrative functions, through the Company.
- D. The Drainage Authority has funds available to purchase the services.
- E. The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a. Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about February 1st, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers' reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services. The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services. The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation. Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 54 having duly approved this Agreement on the _____ day of _____ 2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for County Ditch 54

By: _____

Chair/President of Le Sueur
County/Drainage Authority

Bryan Murphy, Viewer

Dustin Snsky, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy
Authorized Representative



Le Sueur County, MN

Tuesday, March 6, 2018

Board Meeting

Item 7

10:05 a.m. Dave Tiegs, Highway Engineer (5 min)

Staff Contact:

Highway Department Agenda Items

Tuesday, March 6th County Board Meeting:

- 1.) Request for approval to advertise for bids for SAP 040-605-009 and 2018 Maintenance Striping
- 2.) Resolution Establishing County State Aid Highway 22 (TH 112 Turnback)

RESOLUTION BY THE COUNTY BOARD OF COMMISSIONERS

LE SUEUR COUNTY

Establishing County State Aid Highway 22

WHEREAS, it appears to the County Board of the County of Le Sueur that the road hereinafter described should be designated a County State Aid Highway under the provisions of Minnesota Law.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Le Sueur that the roadway, formerly designated as Trunk Highway 112, described as follows, to-wit:

Beginning in Section 25, Township 112 North, Range 26 West, in the City of Le Sueur at the intersection of Centerlines of the U.S. Highway 169 Northbound Ramp and Old Trunk Highway 112, North Main Street, thence Southwesterly along the centerline of Old Trunk Highway 112, North Main Street to the Intersection of Old Trunk Highway 112, North Main Street and Bridge Street, thence Southeasterly along the centerline of Old Trunk Highway 112, Bridge Street to the Intersection of Old Trunk Highway 112, Bridge Street and North 4th Street, thence Southwesterly along the centerline of Old Trunk Highway 112, North 4th Street to the intersection of Old Trunk Highway 112, North 4th Street and West Ferry Street, thence Southeasterly along the centerline of Old Trunk Highway 112, West Ferry Street to the intersection of Old Trunk Highway 112, West Ferry Street and South Elmwood Avenue, thence Southerly along the centerline of Old Trunk Highway 112, South Elmwood Avenue to the intersection of Old Trunk Highway 112, South Elmwood Avenue and County Road 115 at the East Quarter Corner of Section 11, Township 111 North, Range 26 West, thence leaving the Limits of the City of Le Sueur and continuing Southerly along the centerline of Old Trunk Highway 112 to a point approximately 1320 feet North of the Southwest Section Corner of Section 25, Township 111 North, Range 26 West, thence curving Southeasterly along the centerline of Old Trunk Highway 112 to a point approximately 1320 feet East of the Southwest Section Corner of Section 25, Township 111 North, Range 26 West, thence continuing Easterly along the centerline of Old Trunk Highway 112 to the intersection of the centerlines of Old Trunk Highway 112 and Trunk Highway 99, Section 31, Township 111 North, Range 24 West, and there terminating. Total length being approximately 15.0 miles, with approximately 3.6 miles located within the City of Le Sueur.

Be, and hereby is established, located, and designated a County State Aid highway of said County, subject to the approval of the Commissioner of Transportation for consideration, and that upon his approval of the designation of said road or portion thereof, that same be constructed, improved and maintained as a County State Aid Highway of the County of Le Sueur, to be numbered and known as County State Aid Highway 22.

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)



Le Sueur County, MN

Tuesday, March 6, 2018

Board Meeting

Item 8

10:10 a.m. Human Resources (10 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

March 6, 2018

Recommendation to approve the 2018 wages, 2.0 percent cost of living and step to eligible employees; 5.0 percent increase on Step 11; remove step 1 through 3 and move employees to step 4; 2019 wages, 2.5 percent cost of living and step to eligible employees; 2020 wages, 2.5 percent cost of living and step to eligible employees for all non-union employees.

Recommendation to promote Corey Schwartz, full time Appraiser in the Assessor's Office, Grade 9, Step 4 at \$23.77 per hour to a full time Senior Appraiser in the Assessor's Office, Grade 10, Step 6, at \$27.60 per hour, effective January 1, 2018.

Recommendation to promote Angie LaVoi, full time Administrative Assistant V in the Recorder's Office, Grade 6, Step 11 at \$25.46 per hour to a full time Chief Deputy Recorder in the Recorder's Office, Grade 10, Step 8, at \$29.57 per hour, effective January 1, 2018.

Recommendation to grant regular status to Theresa Kubes, full time Sheriff's Administrative Assistant in the Sheriff's Office, effective March 5, 2018. Theresa has completed the six-month probationary period.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, March 6, 2018

Board Meeting

Item 9

10:15 a.m. Darrell Pettis, County Administrator

RE: West Jefferson Interconnect Agreement

Staff Contact:

INTERCONNECTION AGREEMENT FOR WASTEWATER TREATMENT
BETWEEN
LE SUEUR COUNTY AND THE CITY OF CLEVELAND

DRAFT
February 13th, 2018

[15741-0031/2934032/1]

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the City of Cleveland, a municipal corporation in Le Sueur County, Minnesota (“City”) and the County of Le Sueur, of the State of Minnesota (“County”)(collectively the “Parties”).

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree:

RECITALS

The recitals shall not be deemed to be a limitation on the interconnection agreement of City and County to be exercised pursuant to this agreement, but shall be deemed statements of the general purposes of the agreement.

1. The City owns and operates a wastewater treatment system that includes wastewater treatment ponds and a wastewater collection system to provide wastewater treatment services to properties within the City.
2. Property owners around West Jefferson Lake requested the County to construct a centralized wastewater collection and treatment system, and the County has determined these properties are in need of centralized wastewater collection and treatment services.
3. The County has exercised its authority under Minnesota Statutes, Chapter 375B to establish a subordinate service district (“District”) encompassing the West Jefferson Lake properties for the purposes of addressing wastewater needs within the district.
4. The County has determined that the best method for providing wastewater collection and treatment services in the District is for the County to install a wastewater collection system to serve the properties within the District and to connect this collection system to the City’s wastewater treatment system.
5. The County desires to discharge the District’s wastewater to the City wastewater treatment ponds for treatment and the City agrees to receive and treat the County’s wastewater from the District under the terms and conditions of this Agreement.
6. The County intends to perform the maintenance on the District wastewater infrastructure and perform all billing functions within the District.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

ARTICLE I GENERAL PROVISIONS

- 1.1. Purpose of Agreement.** The purpose of this Agreement is to set out the terms and conditions under which the City agrees to permit the interconnection of the District to the City’s Wastewater Treatment Ponds (“WTP”). The County will construct and maintain all wastewater infrastructure necessary to collect and carry wastewater to the

[15741-0031/2934032/1]

Connection Point at the WTP. The County will perform all billing functions within the District. The City shall solely be responsible for the treatment of wastewater from the District.

1.2. Definitions of Terms. For the purposes of this Agreement, the following terms shall have the meaning given them in this Section.

- 1.2.1. Agreement. Agreement means this contract for the interconnection of sanitary sewer systems between the County of Le Sueur and the City of Cleveland, to receive and treat the County's wastewater from the West Jefferson Subordinate Service District in the City Wastewater Treatment Ponds.
- 1.2.2. Base Fee. The monthly fee charge per Service Connection in addition to the User Fee.
- 1.2.3. Carbonaceous Biochemical Oxygen Demand (CBOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees Centigrade, expressed in terms of weight and concentration (milligrams per liter, mg/l).
- 1.2.4. City. City of Cleveland, Minnesota.
- 1.2.5. City Wastewater Treatment Ponds (WTP). The wastewater treatment ponds constructed, owned, operated, and maintained by the City.
- 1.2.6. City Wastewater Treatment System. The comprehensive collection and treatment of wastewater by the City including, but not limited to, the City Collection System and the City Wastewater Treatment Ponds.
- 1.2.7. County. County of Le Sueur, Minnesota.
- 1.2.8. Connection Point. The point of interconnection with the City Wastewater Treatment System from the West Jefferson Subordinate Service District.
- 1.2.9. Design Capacity. Capacity of the City Wastewater System to collect and treat wastewater consistent with all requirements of the Federal Water Pollution Control Act, as amended, the City's National Pollution Discharge Elimination System (NPDES) permit, and all other requirements established by the City without incurring unreasonable operating expense or causing damage to the City Wastewater System.
- 1.2.10. District. A Subordinate Service District of Le Sueur County established for the West Jefferson Lake area by Le Sueur County Board of Commissioners on January 17, 2017, in accordance with the procedures outlined in Minnesota Statutes, Section 375B. The initial boundaries of the District are as shown in **Exhibit A**. In case of a discrepancy between the map adopted as part of County

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Resolution and the map included with this Agreement as **Exhibit A**, the map included with this Agreement as **Exhibit A**, including amendments thereto which may be made subsequent to the execution of this Agreement as given under Article VIII, shall govern.

- 1.2.11. District System. The system of sewers, force mains, lift stations, grinder pumps, and meters constructed, and owned by the County, which are intended to carry only liquid and water-carried wastes from residences and other approved uses located within the West Jefferson Subordinate Service District established by the County.
- 1.2.12. Infiltration. Water entering the sewage system (including building drains and pipes) from the ground through sources such as, but not limited to, defective pipes, pipe joints, connections and manhole walls.
- 1.2.13. Inflow. Water, other than wastewater, that enters a sewer system (including building drains) from sources such as, but not limited to, roof leaders, cellar drains, yard and area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers, catch basins, surface runoff, street wash waters or drainage.
- 1.2.14. Infiltration/Inflow (I/I). The total quantity of water from both infiltration and inflow.
- 1.2.15. Maximum Annual Daily Average. The maximum monthly annual daily average is the maximum daily average measured level of a characteristic averaged over a one year period.
- 1.2.16. Maximum Daily Limit. The maximum daily limit is the maximum measured level of a characteristic measured over a single day.
- 1.2.17. Maximum Monthly Average. The maximum monthly average limit is the maximum daily average measured level of a characteristic averaged over a one month period.
- 1.2.18. Monitoring Station. A building or other suitable structure installed at or between the ends of the West Jefferson Lake System where it exits the Subordinate Service District and the Connection Point, containing flow metering and sampling equipment and other apparatus to accurately monitor the strength and volume of wastewater being discharged.
- 1.2.19. MPCA. Minnesota Pollution Control Agency.
- 1.2.20. Normal Domestic Strength Waste. Wastewater that is primarily introduced by residential users with a CBOD concentration not greater than two hundred twenty

(220) mg/l and a total suspended solids (TSS) concentration not greater than two hundred forty (240) mg/l.

- 1.2.21. NPDES. National Pollution Discharge Elimination System.
- 1.2.22. Service Connection. The physical connection of a sanitary sewer service line from an individual property to the West Jefferson Subordinate Service District. Each service connection represents one SAC Unit as defined below.
- 1.2.23. Sewer Availability Charge (SAC). A development impact fee assessed for availability, reserve capacity, sewage treatment, and connection rights to the City sanitary sewer system.
- 1.2.24. SAC Units. A number of units that is defined in the City's utility fee schedule, adopted by ordinance, using various parameters for different types of facilities or uses. Under this Agreement, a limit of 140 SAC units or a Maximum of 12,775,000 gallons/year will be allowed for the West Jefferson Lake System, specifically assigned to individual parcels as given in **Exhibit B**.
- 1.2.25. State. State of Minnesota.
- 1.2.26. Total Suspended Solids (TSS). The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquids and which is removable by a standard glass fiber filter.
- 1.2.27. User. Any person who discharges wastewater, or causes or permits the discharge or placement of wastewater, into the West Jefferson Lake System.
- 1.2.28. User Fees. The amount the City shall charge the County for receiving and treating wastewater from the District System based on gallons of wastewater.
- 1.2.29. Wastewater. All liquid or water-carried waste products from whatever source derived, together with such groundwater infiltration and surface water inflow as may be present.
- 1.3. **Compliance with Applicable Laws**. Each party shall be responsible for complying with all applicable Federal, State, and local laws, rules, regulations, and ordinances in carrying out their respective obligations under this Agreement and for obtaining all permits or permissions that may be required.
- 1.4. **Cooperation with Agencies**. The County and the City shall cooperate and participate in providing all data requested by any State or Federal agency relative to regulatory policies or funding requests related to activities contemplated by this Agreement.
- 1.5. **Term of Agreement**. Unless terminated earlier as provided herein, the County shall have the right, for as long as the City operates the City Wastewater System, to convey

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wastewater from District System to the City WTP for treatment, provided the County acts in compliance with provisions of this Agreement.

- 1.6. **Review of Agreement.** The County and the City shall cooperate and participate in a review of this Agreement at least every five (5) years from the date of execution of this Agreement, or at such time that the renewal of the NPDES permit for the WTP occurs, whichever occurs sooner.
- 1.7. **Termination.** Either party may terminate this Agreement for cause arising from an event of default as provided in this Section.
 - 1.7.1. **Termination for Cause.** Notwithstanding anything else to the contrary in this Agreement, either party may terminate this Agreement for cause arising from an event of default. If an event of default occurs, and if the non-defaulting party desires to terminate this Agreement, it shall provide the other party written notice describing the event of default and what must be done in order to cure the default. If the defaulting party fails to reasonably cure the default within 180 days of its receipt of the notice of default, the non-defaulting party may terminate this Agreement by providing the other party a written notice of termination. For the purposes of this section, the failure to adequately perform any of the following obligations under this Agreement shall constitute an “event of default” allowing a termination for cause: (1) repeated non-payment of any non-disputed amounts; (2) failure of the County to put in place or enforce restrictions regarding the number of connections within the Subordinate Service District; (3) failure to construct the District System or Connecting Sewer Line by December 31, 2020; or (4) failure to comply with any other material term of this Agreement.
 - 1.7.2 **Effect of Termination.** Upon termination, the respective rights and obligations of the Parties under this Agreement shall cease, except that the City shall be entitled to any past due payments and for continuing payments until the City Wastewater System is no longer receiving wastewater from the District. Recognizing the fact this Agreement provides for the connection of two wastewater systems, and that the County must provide an alternative means for treating wastewater before it can reasonably disconnect from the City Wastewater System, the Parties agree to work in good faith to identify and the resolve the issues associated with separating the systems and dissolving the cooperative arrangement established between the Parties by this Agreement.
- 1.8. **Title to Wastewater Systems.** It is agreed and understood by the Parties that the title to, and all incidents of ownership in, the City Wastewater System, any subsequent replacement or upgrades, improvements or expansions thereof, and all the grounds upon which the same is located shall remain in the City and shall be the absolute property of said City. It is further agreed and understood that the operation of the City Wastewater System and employment of personnel therefore shall be in the full charge of the City. It is further agreed and understood that the title to, and all incidents of ownership in, the District System, including any subsequent replacement or improvements, shall be the

property of and owned by the County exclusively. Those that may be contracted by the County to construct or improve the District System and shall not be the responsibility of the City.

- 1.9. **Disposition of Property.** Upon termination of this Agreement all property hereunder which is within the City limits of the City, including the connecting sewer forcemain that discharges wastewater from the District to the WTP, shall belong to the City and all other property acquired hereunder shall belong to the County.

ARTICLE II

WEST JEFFERSON SUBORDINATE SERVICE DISTRICT

- 2.1. **Construction.** The County is solely responsible for, at its own cost, designing and constructing the District System, and completing all work to connect the system to the WTP. The City shall have no financial or other obligation to the District System other than to receive and treat its wastewater as provided in this Agreement.
- 2.2. **Plan Review.** The County shall be responsible for preparing all plans and specifications needed for the construction of the District System. The County shall submit all such plans and specifications to the City for review and approval at least 30 days prior to the County advertising for bids for its construction. The materials and specifications to construct the District System must be at least of the same quality used by the City and must otherwise be acceptable to the City. Approval by the City shall not be unreasonably withheld.
- 2.3. **Limitations on District System.** The Parties understand and agree that the District System will be designed to serve up to a total of 140 SAC units which is approximately a maximum of 12,775,000 gal/yr. No Service Connections shall be allowed downstream of the Monitoring Station. The total number allowable SAC Units available to the District shall be specifically allocated to individual properties. Initial allocations shall be designated by Parcel Identification Number as set forth in **Exhibit B**. The designation of additional allocation, not to exceed 140 SAC units, or the transfer of SAC Unit allocations from one parcel to another by the County is allowed under this Agreement, but requires an immediate revision to **Exhibit B**. The County shall not make or allow any additional Service Connections in excess of 140 SAC units to the District System without the prior written consent of the City and amendment of this Agreement.
- 2.4. **Easements.** The County is responsible for acquiring, at its own expense, all easements or other permissions required to construct the District System, Monitoring Station, and extend the District System to the Connection Point, and as may otherwise be needed to carry out its obligations under this Agreement. The City will provide permits as may be required to perform any work within the City's streets, right of ways, or easement areas at no cost. The County shall be responsible for maintaining the grounds and any associated facilities around the Monitoring Station. Should the Connection Point be required to be relocated in the future, the City shall be responsible for the costs of removal, restoration, and relocation.

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- 2.5. **Third Party Penalties.** The County shall be responsible for paying any penalties or violation fees imposed on the City and County from the MPCA, or other similar agency, if such penalties or violation fees are the result of the County's action or inaction related to the District System. The City shall be responsible for paying any penalties or violation fees imposed on the City and County from the MPCA, or other similar agency, if such penalties or violation fees are the result of the City's action or inaction related to the operation or maintenance of the City's Wastewater Treatment System or WTP.

ARTICLE III INTERCONNECTION

- 3.1. **Authority for Connection.** In consideration of the terms and conditions of this Agreement, the City hereby grants the County permission and authority to connect the District to the City WTP at the Connection Point.
- 3.2. **Connection Point.** The connection point of the District System with the City Wastewater Treatment System shall be at a point near the City WTP as provided in construction plans approved by the Parties.
- 3.3. **Construction of Interconnection.** The District shall be responsible for all work and costs associated with the connection of the District System to the City WTP.
- 3.4. **Future Discharge Interconnection.** The City may determine, in conjunction with a review by an independent third party engineer, that it is in the best interests of the City that the location of the Connection Point of the District System with the WTP needs to be modified or changed. The City in its sole discretion may exercise the option to determine that the location of the Connection Point of the District System with the WTP needs to be modified or changed in the future. The City shall be responsible for all work and costs associated with the modification or relocation of the Connection Point of the District System to the WTP.
- 3.5. **Monitoring Station.** The County shall be responsible for acquisition, construction, maintenance, and insurance for the Monitoring Station as provided in this Section.
- 3.5.1 **Monitoring Required.** All wastewater discharged into the WTP from the District System shall be accurately monitored for strength and volume by acceptable automatic metering and sampling equipment installed at the Monitoring Station. The County shall, at its own cost, be responsible for purchasing and installing the equipment. The type, specification, and location of the metering and sampling equipment, any future improvement or replacement of such equipment, shall be approved by the City. At a minimum, the metering device shall be equipped with automatic registering and recording mechanisms for continuous recording of the rate of flow, which measures and provides a cumulative total of the volume of discharge. The County shall provide the City unfettered access to the Monitoring Station at all times.

3.5.2 Operation and Maintenance. The City shall operate and maintain the monitoring equipment and Monitoring Station. The cost for all such services shall be the responsibility of the County. All required flow metering and sampling equipment shall be operational on a continuous basis and wastewater flow shall be measured on a continuous basis, with volumes totaled and recorded continuously. The reading and recording of results and collection and analysis of wastewater samples from the District System metering and sampling equipment shall be completed by the City. Wastewater samples shall be analyzed for CBOD, TSS and any other pollutants once a week for the first six months after connection to the WTP, twice a month for the following six months, and thereafter monitoring and sampling will be performed monthly or as needed. A report shall be submitted by the City to the County monthly. Analysis of pollutants may be conducted by the City at any time in a laboratory certified for such analyses by the State of Minnesota.

3.5.3 Calibrations. The flow meter in the monitoring station shall be calibrated as provided in this Section.

3.5.3.1 *Regular Calibrations.* The City, at the County's expense, shall calibrate, with certified calibration procedures, its flow meter on a quarterly basis for the first year of this Agreement, and thereafter on an annual basis. A calibration report shall be prepared and filed with the County within twenty (20) days of completion of the calibration procedures.

3.5.3.2 *Annual Calibrations.* On a yearly basis, the City shall, at the County's expense, contract with a qualified flow metering calibration firm to have the metering device used in billing calculations of this Agreement calibrated.

3.6. Events of Failure. If the required flow metering or sampling equipment fails, the City shall estimate the wastewater volume and pollutant loadings for the period of equipment failure using the most comparable recent historical data. Said estimates shall continue until such time as the equipment is repaired or replacement equipment is installed as required by this Agreement.

ARTICLE IV ACCEPTABLE WASTEWATER

4.1 User Regulations. The County and City shall enact, adopt, and strictly enforce all such resolutions, ordinances, or regulations as may be necessary to impose limitations on users of the District System that are at least as strict as those applicable to users within the City and as may be needed to give full effect to the stipulations contained in this Agreement.

4.2 Acceptable Wastewater. The quality, strength and character of wastewater which the City receives at its WTP from the District System shall comply with applicable statutes, rules and regulations of the State of Minnesota. The County shall do those things necessary to comply with the City's NPDES permit and use its best efforts to prevent any

surface or stormwater, excessive I/I, or non-domestic or industrial wastes to be discharged into the District System.

- 4.3 **Maximum Limits.** The Parties recognize that the capacity of the City WTP is limited. In order to avoid overburdening the City's system, or precluding use by properties within the City, the amount of wastewater discharge from the West Jefferson Lake System and the Connecting Sewer Line to the City Collection System shall strictly conform to the following parameters and limits, which shall constitute the County Capacity Allocation:

County Capacity Allocation and Monitoring Requirements						
					Monitoring Requirements	
Effluent Characteristic	Maximum Daily Limit	Maximum Monthly Average	Maximum Annual Daily Average	Peak Instantaneous Limit	Minimum Measurement frequency	Sample type
Flow (gal/day)	140,000	42,000	35,000		Continuous	Recorded
CBOD (lbs/day)	82	74	68.25	N/A	Monthly	Composite
TSS (lbs/day)	97	88	74	N/A	Monthly	Composite
Phosphorous (lbs/day)	4.9	4.2	3.5	N/A	Monthly	Composite

4.4 **Quality and Prohibited Materials.**

4.4.1 **Quality of Effluent.** The quality of raw wastewater to be delivered to the WTP from the District System shall be aerobic in character and the odor shall not be stronger than that associated with municipal raw wastewater. If additional aeration or injection of chemicals is required in the judgment of the MPCA or the City in order to prevent damage to the WTP or to eliminate nuisance odor conditions from resulting from the District System, all costs associated with such mitigation or corrective measures shall be borne by the County.

4.4.2 **Prohibited Materials or Discharges.** The County shall not allow any user to discharge, either directly or indirectly, into the District System, any flows or materials prohibited by the City Code of Ordinances and the City's WTP NPDES Permit, along with any of the following:

- A. Waste of any type generated from any source outside the District;
- B. Waste generated from septic tank contents, privy vault contents, sewage holding tanks or similar sources from within the District;
- C. Wastes which may directly or indirectly impair the proper functioning of the City Wastewater System;

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- D. Any wastes, the strength or pollution effects of which are not effectively altered by ordinary treatment processes, or the presence of which in the receiving stream would violate State and Federal water quality standards; and
- E. Any wastewater having a pH less than 6.0 or more than 10.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the City Wastewater System.

ARTICLE V INSPECTIONS

- 5.1 **City Inspections.** The City, or its designated representative, upon reasonable notice first given to the County and any affected private property owner, shall be permitted to audit and inspect the materials and construction of the District System in order to confirm that the same is being constructed, according to applicable City specifications and standards, all applicable Federal, State, and local laws, rules, regulations, and ordinances, and to verify compliance with terms of this Agreement.

ARTICLE VI FEES, PAYMENTS AND ADDITIONAL COSTS

- 6.1 **Consideration.** In consideration of the use of the City WTP by the County for its District System, the District shall pay the City the fees and charges provided for in this Article as well as any other amounts required by this Agreement.
- 6.2 **SAC Connection Fee.** The District shall pay to the City a SAC connection fee in the amount of \$1,000.00 per dwelling unit. ~~A single family home is one dwelling unit; a duplex home consists of two dwelling units and shall be subject to two connection fees; each additional unit requires an additional connection fee.~~ This shall be paid prior to the connection of the Service Connection to the District System.
- 6.3 **Fees.** The City may maintain a user fee system which assesses a user charge for each Service Connection on the District.
 - 6.3.1 **Base Fees.** The District shall pay a base fee of \$1.00 per Service Connection per month to the City. This is allocated for operation and maintenance of the WTP.
 - 6.3.2 **User Fees.** The District shall pay a User Fee based on the monthly flow discharged to the WTP as measured by flow meters at the Monitoring Station. The monthly User Fee shall be calculated by multiplying the metered gallons of wastewater through the Monitoring Station in a month by the current rate (metered gallons X \$/gallon = User Fee). The rate per 1,000 gallons of wastewater shall be 120% of the User Fee that the City charges its residents. The rates are as follows:

2019-- \$6.19 per 1,000 gallons

2020-- \$6.38 per 1,000 gallons

2021-- \$6.56 per 1,000 gallons

After 2021, the User Fee shall be set by the City, reviewed annually and adjusted as necessary. The City shall provide the County at least 60 days' notice of changes to the User Fees.

6.3.3 **Invoice.** The City shall invoice the County monthly for the prior month's fees and costs. The invoice shall include a total invoice amount but shall also list the number of Base Fees, the calculation of the current User Fee, and all itemized pass-through costs for calibration of monitoring equipment, operation and maintenance of the Monitoring Station, or other related expenses. The County, through its established subordinate service district, collects all costs from properties within the District, so detailed and itemized invoices are critical.

- 6.4 **Non-Payment.** Failure on the part of the District to pay all amounts due to the City within 30 days of the invoice date shall render such unpaid amount delinquent. If the delinquent amount is not paid in full within 14 days of notice of delinquency, such delinquent amount shall bear interest at an annual rate of twelve percent (12%).

ARTICLE VII REQUEST FOR EXPANSION

- 7.1 **Procedure.** The District may request to expand the number of connections within the District. The request for adding connections must be approved by the City. The City will authorize the County to expand the District boundaries. The County has the authority to allow the expansion of the District following Minnesota Statutes Section 375B.
- 7.2 **Review of Request.** No expansion shall be allowed by the City unless it is in the form of a written amendment to this Agreement and approved by the governing bodies of the County and the City.
- 7.3 **Expansion of City Wastewater System.** Expansion or improvement of the City Wastewater System shall be subject to this Section.

7.3.1. **City Project.** If the City undertakes a project to expand or replace its WTP, construct a new Wastewater Treatment Plant, the District shall be responsible for paying its proportionate share of such project, with such proportionate share to be determined based on the percentage of flow as monitored by the District flow meter and the City flow meter based on a five (5) year average.

ARTICLE VIII INDEMNIFICATION AND LIABILITY

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- 8.1 **County Indemnification of City.** The County shall defend, indemnify, and hold harmless the City, its officers, employees, and agents against any claim brought, action filed, or penalty imposed by reason of any act or omission of the County, its officers, employees, and agents against any and all liability, loss, costs, damages, expenses, fines, penalties, claims, or actions, including attorney fees, which the City, its officers, employees, or agents may hereafter sustain, incur, or be required to pay, arising out of or by reason of the construction, operation, maintenance, or improvement of the District System, the Connecting Sewer Line, or the District. This indemnification obligation includes the County defending, indemnifying, and holding the City harmless against any claims or actions arising from or related to any actions taken by the City or County to enforce the limits or prohibitions established in this Agreement related to the amount of the wastewater received from the District including, but not limited to, restricting flow, suspending service, or imposing additional costs on Users. The County is not responsible for indemnifying the City against actions arising solely from the claimed negligence of the City, its officers, employees, or agents. The indemnification obligation contained in this Section is in addition to any other County indemnification obligations contained in this Agreement.
- 8.2 **City Indemnification of County.** The City shall indemnify, defend, and hold harmless the County from any and all loss or damage to any property, liability, loss, costs, damages, expenses, fines, penalties, claims, or actions, including attorney fees incurred by the County by reason of any act or omission on the part of the City, its agents or employees, in connection with the construction or operation and maintenance of the City Wastewater System, unless the same shall be due to the negligence of the County, its agents or employees. This indemnification obligation includes the City defending, indemnifying, and holding the County harmless against any claims or actions arising from or related to any actions taken by the City or County to enforce the limits or prohibitions established in this Agreement related to the amount of the wastewater received from the District including, but not limited to, restricting flow, suspending service, or imposing additional costs on Users. The City is not responsible for indemnifying the County against actions arising solely from the claimed negligence of the County, its officers, employees, or agents. The indemnification obligation contained in this Section is in addition to any other City indemnification obligations contained in this Agreement.
- 8.3 **Circumstances Beyond Control.** The City shall not be responsible if the City Wastewater System is prevented from receiving or treating wastewater from the District in accordance with the terms of this Agreement by any cause not reasonably within the control of the City including, but not limited to, acts of God (fire, explosion, flood, earthquake, tornado), strike, war, unavoidable accident, ruptured pipe resulting from temperature change or ground disturbances, or Federal or State interference (governmental exercise of authority, court orders). The City agrees (except in the case of total destruction or near total destruction of its properties) to diligently put its works in condition again, as soon as practicable, to dispose of sewage in the manner provided for in this Agreement. The County shall hold, save, and defend the City harmless for any

damage or loss resulting from such impossibility, frustration, interruption, or suspension of performance of the terms of this Agreement.

- 8.4 **Liability Caps and Exemptions.** To the extent a court considers this Agreement to constitute a joint venture or joint enterprise between the City and the County, any liability arising from or related to the activities contemplated by this Agreement shall be considered as against a single entity and shall not exceed the limit for a single entity as provided in Minnesota Statutes, Section 471.59, Subdivision 1a(a). Nothing herein shall constitute a waiver by any party of the limitations on or exclusions from liability available to either under Minnesota Statutes, Chapter 466 or as otherwise provided in law.

ARTICLE IX CHOICE OF LAW AND VENUE; DISPUTES

- 9.1 **Choice of Law and Venue; Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and the Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

ARTICLE X MISCELLANEOUS PROVISIONS

- 10.1 **Entire Agreement.** The terms, covenants, conditions, and provisions of this Agreement, including present and all future attachments or exhibits shall constitute the entire agreement between the Parties, superseding all prior agreements and negotiations. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City of Cleveland and the County of Le Sueur.
- 10.2 **Amendments.** This Agreement may be amended or modified only by mutual, written agreement duly executed by both of the Parties. Such written agreement shall be executed by a resolution duly adopted by the Board of the Le Sueur County Commissioners and the City Council of the City of Cleveland.
- 10.3 **Governing Law.** This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Minnesota.
- 10.4 **No Third Party Rights.** No party to this Agreement shall by virtue of this Agreement have any responsibility with respect to services provided or contractual obligations assumed by any other party, and nothing in this Agreement shall be deemed to constitute or to create any fiduciary or agency relationship among the Parties or any other party.
- 10.5 **Audit.** The County shall have the right to inspect and audit City records with respect to this Agreement.

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- 10.6 **Recitals and Attachments.** The recitals contained herein, together with all Attachments or Exhibits referred to in this Agreement, are hereby made a part hereof and incorporated herein by reference as fully and as completely as if set forth herein verbatim.
- 10.7 **Waiver.** The waiver by either party of an event of default of any term of this Agreement by the non-defaulting party shall not operate, or be construed to operate, as a waiver of any subsequent claim of default or any other claim available under this Agreement or available at law or in equity. The making or the acceptance of a payment by either party with knowledge of the existence of a default shall not operate, or be construed to operate, as a waiver of any subsequent claim of default or any other claim available under this Agreement or available at law or in equity.
- 10.8 **Severability.** In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable by any court of competent jurisdiction, by reason of any existing or subsequently enacted legislation, or by the application of existing or subsequently adopted rules and regulations of any State or Federal agency, the other provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith and agree to such amendments or modifications of or to this Agreement or other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement, and give effect to the intentions of the Parties.
- 10.9 **Notice.** Any notices required under the provisions of this Agreement shall be in writing and sufficiently given if delivered in person or sent by first class mail, postage prepaid, as follows to the City Clerk if to the City, or to the County Administrator if to the County.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the City of Cleveland has caused this Agreement to be signed in duplicate by its Mayor and City Clerk, and its corporate seal to be hereunto affixed pursuant to a resolution of the City Council of the City of Cleveland, a certified copy of which is hereto attached; and the County of Le Sueur has caused this Agreement to be executed by its chairman, attested to by its clerk to the Board pursuant to a resolution duly adopted by the Board of the Commissioners of Le Sueur County, certified copy of which is hereto attached.

COUNTY OF LE SUEUR

Approved on the _____ day of _____, 2018.

BY THE LE SUEUR COUNTY BOARD

Chairperson

ATTEST:

County Administrator

CITY OF CLEVELAND

Approved on the _____ day of _____, 2018.

BY THE CITY COUNCIL

Mayor

ATTEST:

City Clerk

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EXHIBIT A
Map of Subordinate Service District

(attached hereto)

[15741-0031/2934032/1]

A-1

EXHIBIT B

Parcel Listing / Number of Allowable SAC Units per Property

(attached hereto)

[15741-0031/2934032/1]

B-1

CH 104 464TH ST

464TH ST Twp # 262

281ST AVE Twp #

CEDAR TWP #

West Jefferson Lake

WEST LAKE DR Twp #

WEST LAKE DR Twp #

HUB DR Twp #


MAPLE LN Twp #


CH 105 470TH ST

CH 104 RIDGETOP RD

EXHIBIT A WEST JEFFERSON Subordinate Sewer District

LEGEND

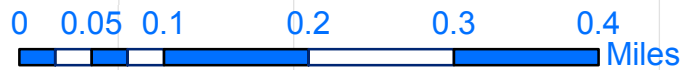
 WJ Sewer District

 Lake



Date: 3/2/2018

Author: Justin Lutterman
Le Sueur County GIS Department
88 S Park Ave P: (507) 357-8577



Document Path: G:\ReaderUpdate\DATA\MXDs\Darrell\WestJeffersonSewerDistrictFinal.mxd

EXHIBIT B - PARCEL LISTING**3/2/2018**

EX. A	PARCEL	NAME	PROPERTY ADDRESS	CITY	STATE	ZIP
1	13.430.0070	ANNEXSTAD,LAWRENCE O	28676 WEST LAKE DR	MADISON LAKE	MN	56063
2	13.651.0100	BALLMAN,JOSHUA & MARCY	28204 RIDGE RD	CLEVELAND	MN	56017
3	13.650.0300	BARNLUND,ROGER & PAMELA	28229 CEDAR TRL	CLEVELAND	MN	56017
4	13.003.7900	BECKER,LEE K	27926 MAPLE LN	MADISON LAKE	MN	56063
5	01.750.0130	BEILKE,ROBERT J	46427 EVERGREEN LN	CLEVELAND	MN	56017
6	13.003.7600	BESKE,DWIGHT E	27982 MAPLE LN	MADISON LAKE	MN	56063
7	13.800.0120	BESKE,DWIGHT E	27982 MAPLE LN	MADISON LAKE	MN	56063
8	13.650.0390	BLAHA,TIMOTHY G & TAMMEJO A	46552 CEDAR CIR	CLEVELAND	MN	56017
9	13.430.0020	BLAIS,STEVEN & SALLY M	28636 WEST LAKE DR	MADISON LAKE	MN	56063
10	01.550.0180	BODE,DAVID & KELLY	46571 EVERGREEN LN	CLEVELAND	MN	56017
11	13.650.0190	BOHLKE,DARREL W & ELNA I	28226 CEDAR TRL	CLEVELAND	MN	56017
12	13.430.0180	BUYSSE,ANDREW J	28852 WEST LAKE DR	MADISON LAKE	MN	56063
13	13.650.0310	CHESTER,PHILIP R	46588 CEDAR CIR	CLEVELAND	MN	56017
14	13.415.0110	CHRISTENSEN,DANIEL R & JOLENE	HUB DR	MADISON LAKE	MN	56063
15	01.550.0170	CHRISTENSEN,THOMAS R	46567 EVERGREEN LN	CLEVELAND	MN	56017
16	13.420.0030	CHRISTIAN,KEVIN W & ANN	28622 WEST LAKE DR	MADISON LAKE	MN	56063
17	13.420.0010	CHRISTIAN,KEVIN W & ANN		MADISON LAKE	MN	56063
18	13.430.0190	CONLON,JAMES A & KATHRYN	WEST LAKE DR	MADISON LAKE	MN	56063
19	13.650.0270	CONNORS,ROLAND & LINDA	28248 CEDAR TRL	CLEVELAND	MN	56017
20	01.550.0390	DASCHNER,LYLE & PHYLLIS	46645 EVERGREEN LN	CLEVELAND	MN	56017
21	13.430.0090	DELLWO,KEITH & ANNETTE	28690 WEST LAKE DR	MADISON LAKE	MN	56063
22	13.800.0200	DENO,JUSTIN	46875 MAPLE DR	MADISON LAKE	MN	56063
23	01.550.0160	ERICKSON,TIMOTHY & CHRISTY A	46563 EVERGREEN LN	CLEVELAND	MN	56017
24	13.650.0230	FLATEN,MARY	28236 CEDAR TRL	CLEVELAND	MN	56017
25	13.430.0210	FOEDE,JOHN J & NADA K	28908 WEST LAKE DR	MADISON LAKE	MN	56063
26	13.650.0240	GADOLA,ROBERT J	28240 CEDAR TRL	CLEVELAND	MN	56017
27	13.495.0060	GENELIN,ANTHONY R	46242 ARTHUR DR	CLEVELAND	MN	56017
28	13.415.0080	GIBBS,JAMES W & SANDRA K	28613 HUB DR	MADISON LAKE	MN	56063
29	13.475.0010	GIBBS,JASON & KIMBERLY	46250 CEDAR TREE LN	CLEVELAND	MN	56017
30	13.650.0440	GIERSDORF,GREGG & JOLENE	46506 CEDAR CIR	CLEVELAND	MN	56017
31	13.430.0100	GOETTL,BRIAN & JEAN	28698 WEST LAKE DR	MADISON LAKE	MN	56063
32	13.651.0020	GORE,JILL K	28252 RIDGE RD	CLEVELAND	MN	56017
33	13.651.0010	GORE,SAMUEL K	28168 CEDAR TRL	CLEVELAND	MN	56017
34	01.550.0120	GRISIM,CHAD	46549 EVERGREEN LN	CLEVELAND	MN	56017
35	13.495.0030	GUENTZEL,MARYLOU B	28635 464TH ST	CLEVELAND	MN	56017
36	01.550.0050	HALL,CAROL J	46525 EVERGREEN LN	CLEVELAND	MN	56017
37	13.800.0270	HALVORSON,GREG B	27938 MAPLE LN	MADISON LAKE	MN	56063
38	13.760.0030	HALVORSON,JADE & CHANCE	27864 470TH ST	MADISON LAKE	MN	56063
39	01.550.0010	HARBO,TIMOTHY C	46507 EVERGREEN LN	CLEVELAND	MN	56017
40	13.430.0120	HAUG,BRADLEY & JENNI	28700 WEST LAKE RD	MADISON LAKE	MN	56063
41	13.415.0070	HAWKINS,THOMAS L	28637 HUB DR	MADISON LAKE	MN	56063
42	13.430.0170	HENDLEY,JUDY A	28824 WEST LAKE DR	MADISON LAKE	MN	56063
43	13.760.0130	HEUN,MITCHELL E & VICTORIA E	27832 MAPLE LN	MADISON LAKE	MN	56063
44	13.800.0250	HILL,KATHLEEN A	27960 MAPLE LN	MADISON LAKE	MN	56063
45	13.415.0090	HILL,RONALD R & STEPHANIE	28601 HUB DR	MADISON LAKE	MN	56063
46	13.800.0080	HILPIPRE,SHIRLEY J	27996 MAPLE LN	MADISON LAKE	MN	56063
47	13.650.0380	HINIKER,ROBBY & MELANIE	46544 CEDAR CIR	CLEVELAND	MN	56017
48	13.430.0040	HOBBSKEET HOLDINGS LLC	28658 WEST LAKE DR	MADISON LAKE	MN	56063
49	13.430.0200	HOLM,ALAN & CATHERINE	28874 WEST LAKE DR	MADISON LAKE	MN	56063
50	13.650.0170	HOVICK,ROBERT C	28212 CEDAR TRL	CLEVELAND	MN	56017
51	01.550.0220	JACOBSON,DAVID R & CAROL	46583 EVERGREEN LN	CLEVELAND	MN	56017
52	13.004.3000	JOHNSON,CULLY & BARBARA	28299 464TH ST	CLEVELAND	MN	56017
53	13.650.0410	JOHNSON,DARRELL A & BARBARA J	46526 CEDAR CIR	CLEVELAND	MN	56017
54	13.800.0070	JOHNSON,PELL E & THERESA	28002 MAPLE LN	MADISON LAKE	MN	56063
55	01.550.0400	JOHNSON,WILLIAM O	46650 EVERGREEN LN	CLEVELAND	MN	56017
56	13.650.0160	KINNE,MATHEW C	28204 CEDAR TRL	CLEVELAND	MN	56017

57	01.520.0100	KOPPELMAN, TIM	28003 CEDAR TRAIL CT	CLEVELAND	MN	56017
58	01.103.8600	KRANZ,TERRANCE G & SANDRA	46566 EVERGREEN LN	CLEVELAND	MN	56017
59	13.650.0180	KREUTER,DAVID K	28220 CEDAR TRL	CLEVELAND	MN	56017
60	01.550.0150	KROYER,JEROME R	46557 EVERGREEN LN	CLEVELAND	MN	56017
61	13.650.0220	LANCE,BRADLEY D & JEAN F	28234 CEDAR TRL	CLEVELAND	MN	56017
62	13.800.0020	LANGE,BRIAN A & JODY SHELTON	28024 MAPLE LN	MADISON LAKE	MN	56063
63	13.010.0600	LANGE,BRIAN A & JODY SHELTON		MADISON LAKE	MN	56063
64	01.550.0250	LARSON,PAULA K	46589 EVERGREEN LN	CLEVELAND	MN	56017
65	01.550.0130	MACK III,JOHN A	46553 EVERGREEN LN	CLEVELAND	MN	56017
66	13.650.0320	MAULAND,ARLEN H & JUDY E	46584 CEDAR CIR	CLEVELAND	MN	56017
67	13.415.0010	MCCABE,RONALD A	28528 WEST LAKE DR	MADISON LAKE	MN	56063
68	13.430.0230	MEIER,DAVID	28926 WEST LAKE DR	MADISON LAKE	MN	56063
69	13.640.0030	MENKE,MARK A	29035 SUNSET AVE	MADISON LAKE	MN	56063
70	01.750.0110	MENSING,BRIAN & SANDRA	46445 EVERGREEN LN	CLEVELAND	MN	56017
71	13.650.0210	MENSING,DONALD W & EILEEN A	28232 CEDAR TRL	CLEVELAND	MN	56017
72	13.652.0030	MILLER,RICHARD E & JERI ANN	28135 CEDAR TRL	CLEVELAND	MN	56017
73	13.652.0040	MILLER,RICHARD E & JERI ANN		CLEVELAND	MN	56017
74	13.004.3400	MILLER,RICHARD E & JERI ANN		CLEVELAND	MN	56017
75	13.650.0100	MISSMAN,MICHAEL A & TAMMY	28160 CEDAR TRL	CLEVELAND	MN	56017
76	13.800.0140	MOHR,MARTIN F & SANDRA L	46886 MAPLE DR	MADISON LAKE	MN	56063
77	01.550.0110	MORELL,GREGORY & NANCY	46545 EVERGREEN LN	CLEVELAND	MN	56017
78	13.800.0210	MURILLA,JOSEPH R	46881 MAPLE DR	MADISON LAKE	MN	56063
79	13.651.0070	NEVA,PAULINE	28236 RIDGE RD	CLEVELAND	MN	56017
	13.651.0090	NEVA,PAULINE				
	13.651.0080	NEVA,PAULINE				
80	13.800.0050	NINOW,CHAD D & DEBBIE S	28010 MAPLE LN	MADISON LAKE	MN	56063
81	13.650.0080	OLSON,STEVEN	28153 CEDAR TRL	CLEVELAND	MN	56017
82	13.495.0070	PHILLIPS,BRIAN J & CONNIE	46256 ARTHUR DR	CLEVELAND	MN	56017
83	13.651.0030	POWELL,MARSHALL L	28253 RIDGE RD	CLEVELAND	MN	56017
84	01.520.0090	THOMPSON, RYAN	28008 CEDAR TRAIL CT	CLEVELAND	MN	56017
85	13.800.0090	PURRINGTON,BRIAN T	27988 MAPLE LN	MADISON LAKE	MN	56063
86	13.800.0060	PURVIS,PHYLLIS A	28006 MAPLE LN	MADISON LAKE	MN	56063
87	13.800.0190	RANVEK,LUKE D & KATIE E	46858 MAPLE DR	MADISON LAKE	MN	56063
88	13.430.0010	REICKS,DARWIN L & SHELLEY A	28626 WEST LAKE DR	MADISON LAKE	MN	56063
89	13.415.0100	ROGERS,AARON E & JULIE D	28605 HUB DR	MADISON LAKE	MN	56063
90	01.751.0050	ROHLFING,CORY J	46497 EVERGREEN LN	CLEVELAND	MN	56017
91	13.415.0060	ROHLFING,RICHARD A	28661 HUB DR	MADISON LAKE	MN	56063
92	13.800.0030	ROHLFING,STEVEN J & LYNELL	28020 MAPLE LN	MADISON LAKE	MN	56063
93	13.650.0420	ROSENBERGER,RITA	46520 CEDAR CIR	CLEVELAND	MN	56017
94	13.475.0030	RUSSELL FAMILY TRUST	46298 CEDAR TREE LN	CLEVELAND	MN	56017
95	01.550.0310	SATROM,LAUREN & KELLIE	46613 EVERGREEN LN	CLEVELAND	MN	56017
96	01.751.0020	SCHAEFER,JOEL & MELISSA	46467 EVERGREEN LN	CLEVELAND	MN	56017
97	01.751.0030	SCHAEFER,JOEL & MELISSA	46479 EVERGREEN LN	CLEVELAND	MN	56017
98	13.650.0400	SCHAFER,TIMOTHY & SHEILA RAE	46538 CEDAR CIR	CLEVELAND	MN	56017
99	13.651.0040	SCHAUER,JILL M	28226 RIDGE RD	CLEVELAND	MN	56017
100	01.550.0260	SCHMIDT,GARY D & GERALDINE L	46599 EVERGREEN LN	CLEVELAND	MN	56017
101	13.760.0140	SCHMITZ,AARON & HEIDI	27800 MAPLE LN	MADISON LAKE	MN	56063
102	13.650.0430	SCHUMACHER,RUDOLF & SANDRA	46512 CEDAR CIR	CLEVELAND	MN	56017
103	13.495.0080	SIMONSON,DALE E & DIANA	46290 ARTHUR DR	CLEVELAND	MN	56017
104	01.550.0240	STRAND,DONNA RAE	46595 EVERGREEN LN	CLEVELAND	MN	56017
105	13.800.0260	STRASSBURG,SHAWN M	27948 MAPLE LN	MADISON LAKE	MN	56063
106	13.430.0050	SWENSON,R VICTOR & SHARON	28672 WEST LAKE DR	MADISON LAKE	MN	56063
107	13.650.0150	THOMPSON,LARRY W & JODY R	28196 CEDAR TRL	CLEVELAND	MN	56017
108	01.550.0380	THOMPSON,LEIF C & COLEEN A	46635 EVERGREEN LN	CLEVELAND	MN	56017
109	01.103.8300	TOLZMANN,CURTIS & RALEEN	46590 EVERGREEN LN	CLEVELAND	MN	56017
110	13.800.0130	ULRICH,JOHN R	46896 MAPLE DR	MADISON LAKE	MN	56063
111	13.800.0040	VOGEL,NANCY A	28016 MAPLE LN	MADISON LAKE	MN	56063
112	01.751.0040	VOLKENANT,MARK A	46487 EVERGREEN LN	CLEVELAND	MN	56017
113	13.650.0250	WARMKA,BRYAN & MARY L	28246 CEDAR TRL	CLEVELAND	MN	56017
114	13.004.3100	WASMUND,LARRY & PAULA	28275 464TH ST	CLEVELAND	MN	56017

115	01.550.0340	WENDELSCHAFER,DAVID C & KAY	46623 EVERGREEN LN	CLEVELAND	MN	56017
116	01.751.0010	WEST,NINA L	46451 EVERGREEN LN	CLEVELAND	MN	56017
117	01.550.0200	WETZELL JR,THOMAS L	46577 EVERGREEN LN	CLEVELAND	MN	56017
118	13.800.0010	WIEBOLD,KEVIN S	28060 470TH ST	MADISON LAKE	MN	56063
119	13.800.0170	WILLS,DALE F & JOANNE V	46850 MAPLE DR	MADISON LAKE	MN	56063
120	13.650.0200	WILLS,STANLEY N & DEBORAH	28228 CEDAR TRL	CLEVELAND	MN	56017
121	13.430.0030	WINKLER,ROBERT J & AUDREY J	28648 WEST LAKE DR	MADISON LAKE	MN	56063
122	13.652.0050	WOITAS,MICHAEL A	46405 EVERGREEN LN	CLEVELAND	MN	56017
123	01.550.0040	WOLF,STEVEN C	46519 EVERGREEN LN	CLEVELAND	MN	56017



Le Sueur County, MN

Tuesday, March 6, 2018

Board Meeting

Item 10

Commissioner Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, March 6, 2018

Board Meeting

Item 11

Future Meetings

Staff Contact:

Future Meetings March - April 2018

March 2018

Tuesday, March 6	Board Meeting, 9:00 a.m.
Thursday, March 8	P&Z Meeting, 7:00 p.m. at Environmental Services
Thursday, March 15	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, March 20	Board Meeting, 9:00 a.m.
Tuesday, March 27	Board Meeting, 9:00 a.m.

April 2018

Tuesday, April 3	Board Meeting, 9:00 a.m. *CHB Meeting in Waterville, 1:00 p.m.
Thursday, April 12	P&Z Meeting, 7:00 p.m. at Environmental Services
Tuesday, April 17	Board Meeting, 9:00 a.m.
Thursday, April 19	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, April 24	No Board Meeting