

LE SUEUR COUNTY BOARD OF COMMISSIONERS MEETING AGENDA April 17, 2018

- 1. 9:00 a.m. Agenda and Consent Agenda RE: April 3rd and 10th, 2018 Minutes and Summary Minutes
- 2. 9:05 a.m. Claims (5 min)
- 3. 9:10 a.m. Human Services (35 min)
- 4. **9:45 a.m. LuAnn Hiniker, Regional Extension Office (5 minutes)** MOA-Extension staff
- 5. 9:50 a.m. Human Resources (10 min)
- 6. **10:00 a.m. Darrell Pettis, County Administrator**

RE: Memorial Day Funds

- RE: German Jefferson Election Results
- RE: Set Bid Opening Date for West Jefferson Project: May 18, 2018 at 11:00 a.m.
- RE: West Jefferson Ordinance Discussion
- RE: West Jefferson Petition Discussion
- **RE: Justice Center Preliminary Numbers**
- 7. Commissioner Committee Reports
- 8. Future Meetings



Le Sueur County, MN

Tuesday, April 17, 2018 Board Meeting

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9:00 a.m. Agenda and Consent Agenda

RE: April 3rd and 10th, 2018 Minutes and Summary Minutes

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting April 3, 2018

The Le Sueur County Board of Commissioners met in regular session on Tuesday, April 3, 2018 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Lance Wetzel, John King, Dave Gliszinski and Steve Rohlfing. Joe Connolly was excused. Also present were County Administrator Darrell Pettis and County Attorney Brent Christian.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the amended agenda for the business of the day to include a Donate Life Day award announcement.

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

Approved the March 27, 2018 County Board Minutes and Summary Minutes
Approved the March 2018 Transfers: #1691 Transfer 3,279.00 from Agency to Revenue (March Landshark)
#1692 Transfer 3,186.00 from Human Services to Revenue (A87 Quarter ending 12-31-17)
#1693 Transfer 20,764.21 from Human Services to Revenue (1st Quarter Rent)

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

Financial: \$22,718.73 Soc Services: \$63,792.24

Nik Kadel, Ditch Inspector appeared before the Board with a Le Sueur County ditch update.

Vicki Walechka 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 a Proclamation for National Crime Victims' Rights Week, April 8-14, 2018.

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

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to grant regular status to Tiffany Frase, full time Correctional Officer/Dispatcher in the Sheriff's Office, effective March 27, 2018.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved to hire Dan Page as a full time Highway Maintenance Worker in the Highway Department, as a Grade 6, Step 4 at \$20.35 per hour, effective April 16, 2018.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to renew and sign the Le Sueur County Telecommute Agreement with Roxanne Braun-Billings, effective March 1, 2018.

Brett Mason, Sheriff appeared before the Board with one item for approval.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign the 2018 State of Minnesota Annual Boat and Water Safety Grant Agreement.

County Administrator Darrell Pettis appeared before the Board to inform the Board that the Le Sueur County License Bureau received a Donor Registry Impact Award.

Commissioner Committee Reports:

Commissioner Rohlfing attended a Region Nine meeting, a Farm Forum informational meeting and a Park Board open house for Lake Washington County Park.

Commissioner Gliszinski attended a County Officials meeting.

Commissioner King attended a Park Board open house for Lake Washington County Park.

Commissioner Wetzel attended a County Officials meeting and a landowner meeting.

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

Warrant #	Vendor Name	Amount
49377	Ag Partners Coop	\$ 2,854.80
49381	Alternative Business Furniture	\$ 7,255.55
49383	Ancom Communications	\$ 2,038.00
49388	Blahnik, Prchal & Stoll	\$ 3,042.90
49390	Boehne Construction LLC	\$ 3,980.00
49391	Bolton & Menk Inc.	\$ 14,531.16
49402	Department of Corrections	\$125,805.38
49406	G.M.S. Industrial Supplies	\$ 2,081.51
49412	H2Over Viewers LLC	\$ 9,240.00
49413	I & S Group Inc.	\$ 2,381.00
49417	Le Center Ambulance Service	\$ 4,500.00
49438	Paragon Printing & Mailing Inc.	\$ 6,502.30
49447	Scott County Treasurer	\$ 9,000.00
49451	S.M.C. Co. Inc.	\$ 3,715.09
49457	Summit	\$ 7,870.75
78 Claims paid les	ss than \$2,000.00:	\$ 27,898.99
15 Claims paid m	ore than \$2,000.00:	\$204,798.44

93 Total all claims paid:

\$232,697.43

On motion by King, seconded by Gliszinski and unanimously approved, the Board adjourned until Tuesday, April 10, 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, April 3, 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 <u>www.co.le-sueur.mn.us</u>.

•Approved the amended agenda. (King-Gliszinski)

•Approved the consent agenda. (Gliszinski-Rohlfing)

•Approved the claims for Human Services: Financial \$ 22,718.73 and Soc Services \$ 63,792.24 (King-Gliszinski)

•Approved a Proclamation for National Crime Victims' Rights Week. (King-Rohlfing)

•Approved regular status to Tiffany Frase in the Sheriff's Office. (Gliszinski-King)

•Approved to hire Dan Page in the Highway Department. (Rohlfing-Gliszinski)

Approved a Le Sueur County Telecommute Agreement with Roxanne Braun-Billings. (King-Gliszinski)
Approved the 2018 State of Minnesota Annual Boat and Water Safety Grant Agreement. (King-Gliszinski)

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

Warrant	#VendorName	Amount
49377	Ag Partners Coop	\$ 2,854.80
49381	Alternative Business Furniture	\$ 7,255.55
49383	Ancom Communications	\$ 2,038.00
49388	Blahnik, Prchal & Stoll	\$ 3,042.90
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49457	Summit	\$ 7,870.75
78 Claims pai	id less than \$2,000.00:	\$ 27,898.99
15 Claims pai	id more than \$2,000.00:	\$204,798.44
93 Total all c	laims paid:	\$232,697.43
•Adjourned un	ntil Tuesday, April 10, 2018 at 9:00 a.	m. (King-Gliszinski)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

Minutes of the Le Sueur County Drainage Authority Board Meeting for County Ditches 16, 26, 28, 37, 41, 43, 44, 48, 60, 61 and 65 Le Sueur County Courthouse, Le Center, MN Tuesday, April 10, 2018 9:00 a.m.

The Le Sueur County Drainage Authority met on Tuesday, April 10, 2018 at 9:00 a.m.at the Le Sueur County Courthouse in Le Center, Minnesota. Those Commissioners present were Lance Wetzel, John King, Dave Gliszinski and Steve Rohlfing. Joe Connolly was excused.

Also present were Le Sueur County Administrator Darrell Pettis, Le Sueur County Auditor-Treasurer Pam Simonette, Le Sueur County Ditch Inspector Nik Kadel and Attorney John Kolb with Rinke-Noonan.

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

County Administrator Darrell Pettis gave an overview of the agenda items.

Attorney John Kolb reviewed the legal requirements and processes for assessments and redetermination of benefits.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 16.

There were no public comments on a proposed lien for County Ditch 16.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved a 22% lien on County Ditch 16 in the amount of \$60,905.96 to be spread over 7 years beginning with taxes payable in 2019. The interest rate is 4% with a \$10.00 minimum and \$100 or less to be paid in one installment. The lien will be filed December 14, 2018.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 26.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved to close public comments on a proposed lien on County Ditch 26 with no public comments given.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved a 2350% lien on County Ditch 26 in the amount of \$12,317.58 to be spread over 3 years beginning with taxes payable in 2019. The interest rate is 4% with a \$10.00 minimum and \$100 or less to be paid in one installment. The lien will be filed December 14, 2018.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to close public comments on a proposed redetermination of benefits of County Ditch 26 with no public comments given.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved a Redetermination of Benefits of County Ditch 26 and directed Attorney John Kolb to prepare the Findings and Order.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 28.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to close public comments on the proposed lien for County Ditch 28 with no public comments given.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved a 625% lien on County Ditch 28 in the amount of \$16,385.46 to be spread over 3 years beginning with taxes payable in 2019. The interest rate is 4% with a \$10.00 minimum and \$100 or less to be paid in one installment. The lien will be filed December 14, 2018.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 37.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to close public comments on a proposed lien for County Ditch 37 with one public comment regarding a privately owned ditch.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved a 50% lien on County Ditch 37 in the amount of \$20,159.26 to be spread over 5 years beginning with taxes payable in 2019. The interest rate is 4% with a \$10.00 minimum and \$100 or less to be paid in one installment. The lien will be filed December 14, 2018.

There were no public comments on a proposed redetermination of benefits of County Ditch 37.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved a Redetermination of Benefits of County Ditch 37 and directed Attorney John Kolb to prepare the Findings and Order.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 41.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved to close public comments on a proposed lien for County Ditch 41 with two public comments.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved a 485% lien on County Ditch 41 in the amount of \$56,935.43 to be spread over 8 years beginning with taxes payable in 2019. The interest rate is 4% with a \$10.00 minimum and \$100 or less to be paid in one installment. The lien will be filed December 14, 2018.

There were no public comments on a proposed redetermination of benefits of County Ditch 41.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved a Redetermination of Benefits of County Ditch 41 and directed Attorney John Kolb to prepare the Findings and Order.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 43.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to close public comments on a proposed lien for County Ditch 43 with one public comment.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved a 690% lien on County Ditch 43 in the amount of \$92,236.45 to be spread over 8 years beginning with taxes payable in 2019. The interest rate is 4% with a \$10.00 minimum and \$100 or less to be paid in one installment. The lien will be filed December 14, 2018.

There was one public comment on a proposed redetermination of benefits of County Ditch 43.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved a Redetermination of Benefits of County Ditch 43 and directed Attorney John Kolb to prepare the Findings and Order.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 44.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to close public comments on a proposed lien for County Ditch 44 with no public comments given.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved a 195% lien on County Ditch 44 in the amount of \$102,569.54 to be spread over 8 years beginning with taxes payable in 2019. The interest rate is 4% with a \$10.00 minimum and \$100 or less to be paid in one installment. The lien will be filed December 14, 2018.

There was one public comment on a proposed redetermination of benefits of County Ditch 44.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved a Redetermination of Benefits of County Ditch 44 and directed Attorney John Kolb to prepare the Findings and Order.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 48.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to close public comments on a proposed lien for County Ditch 48 with no public comments given.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved a 276% lien on County Ditch 48 in the amount of \$56,996.11 to be spread over 5 years beginning with taxes payable in 2019. The interest rate is 4% with a \$10.00 minimum and \$100 or less to be paid in one installment. The lien will be filed December 14, 2018.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to close public comments on a proposed redetermination of benefits of County Ditch 48 with no public comments given.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved a Redetermination of Benefits of County Ditch 48 and directed Attorney John Kolb to prepare the Findings and Order.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 60.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to close public comments on a proposed lien for County Ditch 60 with no public comments given.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved a 116% lien on County Ditch 60 in the amount of \$71,130.15 to be spread over 6 years beginning with taxes payable in 2019. The interest rate is 4% with a \$10.00 minimum and \$100 or less to be paid in one installment. The lien will be filed December 14, 2018.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved to close public comments on a proposed redetermination of benefits of County Ditch 60 with no public comments given.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved a Redetermination of Benefits of County Ditch 60 and directed Attorney John Kolb to prepare the Findings and Order.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 61.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to close public comments on a proposed lien for County Ditch 61 with no public comments given.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved a 60% lien on County Ditch 61 in the amount of \$10,351.10 to be spread over 2 years beginning with taxes payable in 2019. The interest rate is 4% with a \$10.00 minimum and \$100 or less to be paid in one installment. The lien will be filed December 14, 2018.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to close public comments on a proposed redetermination of benefits of County Ditch 61 with one public comment given.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved a Redetermination of Benefits of County Ditch 61 and directed Attorney John Kolb to prepare the Findings and Order.

Pam Simonette reviewed the current benefits and fund balance for County Ditch 65.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved to close public comments on a proposed lien for County Ditch 65 with no public comments given.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved a 35% lien on County Ditch 65 in the amount of \$10,308.65 to be spread over 2 years beginning with taxes payable in 2019. The interest rate is 4% with a \$10.00 minimum and \$100 or less to be paid in one installment. The lien will be filed December 14, 2018.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to close public comments on a proposed redetermination of benefits of County Ditch 65 with one public comment given.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved a Redetermination of Benefits of County Ditch 65 and directed Attorney John Kolb to prepare the Findings and Order.

On motion by King, seconded by Gliszinski and unanimously approved, the Board adjourned until Tuesday, April 17, 2018.

ATTEST:

Le Sueur County Administrator

Le Sueur County Chairman

Summary Minutes of Le Sueur County Drainage Authority Board Meeting, April 10, 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 <u>www.co.le-sueur.mn.us</u>.

•Approved the agenda. (Gliszinski-King)

• Approved a lien on County Ditch 16 in the amount of \$60,905.96 .(Rohlfing-King)

•Approved to close public comments on a proposed lien on County Ditch 26. (Gliszinski-Rohlfing)

•Approved a lien on County Ditch 26 in the amount of \$12,317.58. (King-Gliszinski)

•Approved to close public comments on a proposed redetermination of benefits of County Ditch 26. (King-Rohlfing)

•Approved a Redetermination of Benefits of County Ditch 26. (Rohlfing-King)

•Approved to close public comments on the proposed lien for County Ditch 28. (Gliszinski-King)

•Approved a lien on County Ditch 28 in the amount of \$16,385.46. (Rohlfing-Gliszinski)

•Approved to close public comments on a proposed lien for County Ditch 37. (Gliszinski-King)

•Approved a lien on County Ditch 37 in the amount of \$20,159.26. (Rohlfing-King)

•Approved a Redetermination of Benefits of County Ditch 37. (Rohlfing-King)

•Approved to close public comments on a proposed lien for County Ditch 41. (Gliszinski-Rohlfing)

•Approved a lien on County Ditch 41 in the amount of \$56,935.43. (King-Rohlfing)

•Approved a Redetermination of Benefits of County Ditch 41. (King-Rohlfing)

•Approved to close public comments on a proposed lien for County Ditch 43. (King-Gliszinski)

•Approved a lien on County Ditch 43 in the amount of \$92,236.45. (King-Rohlfing)

•Approved a Redetermination of Benefits of County Ditch 43. (King-Gliszinski)

•Approved to close public comments on a proposed lien for County Ditch 44. (King-Rohlfing)

•Approved a lien on County Ditch 44 in the amount of \$102,569.54. (Rohlfing-Gliszinski)

•Approved a Redetermination of Benefits of County Ditch 44. (Rohlfing-Gliszinski)

•Approved to close public comments on a proposed lien for County Ditch 48. (Gliszinski-King)

•Approved a lien on County Ditch 48 in the amount of \$56,996.11. (Gliszinski-Rohlfing)

•Approved to close public comments on a proposed redetermination of benefits of County Ditch 48. (King-Gliszinski)

•Approved a Redetermination of Benefits of County Ditch 48. (King-Gliszinski)

•Approved to close public comments on a proposed lien for County Ditch 60. (Gliszinski-King)

•Approved a lien on County Ditch 60 in the amount of \$71,130.15. (Gliszinski-Rohlfing)

•Approved to close public comments on a proposed redetermination of benefits of County Ditch 60. (Gliszinski-Rohlfing)

•Approved a Redetermination of Benefits of County Ditch 60. (Rohlfing-Gliszinski)

•Approved to close public comments on a proposed lien for County Ditch 61. (King-Gliszinski)

•Approved a lien on County Ditch 61 in the amount of \$10,351.10. (King-Rohlfing)

•Approved to close public comments on a proposed redetermination of benefits of County Ditch 61. (Gliszinski-King)

•Approved a Redetermination of Benefits of County Ditch 61. (Rohlfing-Gliszinski)

•Approved to close public comments on a proposed lien for County Ditch 65. (Rohlfing-King)

•Approved a lien on County Ditch 65 in the amount of \$10,308.65. (Rohlfing-King)

•Approved to close public comments on a proposed redetermination of benefits of County Ditch 65. (Gliszinski-King)

•Approved a Redetermination of Benefits of County Ditch 65. (Gliszinski-King)

•Adjourned until Tuesday, April 17, 2018 at 9:00 a.m. (King-Gliszinski)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman



Le Sueur County, MN

Tuesday, April 17, 2018 Board Meeting

Item 2

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

Staff Contact:



Le Sueur County, MN

Tuesday, April 17, 2018 Board Meeting

Item 3

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

Staff Contact:



e Sueur Department of Human Services

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

Human Services Board Agenda April 17, 2018 @ 9:10 a.m.

100- INFORMATION/PRESENTATIONS:

- 110 Welcome New Employees
 - Karen Fraser, Office Support Specialist Front Desk
 - Payton Shook, Office Support Specialist Financial Unit
- 120 Child Protection Prevention & Awareness Month
 - Awareness Activities Poster Contest; T-shirts/wrist bands; blue ribbons
 - 2018 Proclamation
 - State Bulletin
 - Performance Measures/CP \$ withhold criteria
- 130 DHS/MACSSA Legislative Updates

200- CHARTS/GRAPHS:

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

300- BOARD APPROVAL ITEMS:

310 - Commissioner's Warrants



PROCLAMATION

April 2018

WHEREAS, referrals to state child protective services (nationwide) involve more than **6.6 million children** annually, and **3.2 million** of those children are subject to an investigated report and

WHEREAS, in 2017, **740** of those reports were in Le Sueur County in the state of Minnesota, **212** of those reports were subject to investigation. **1226** kids were reported to Child Protection in 2017 for some sort of safety concern.

WHEREAS child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

WHEREAS, our children are our most valuable resources and will shape the future; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims of abuse; and

WHEREAS, **protective factors** are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

WHEREAS, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community- and faith-based organizations, businesses and law enforcement agencies; and

WHEREAS, communities must make every effort to promote programs and activities that benefit children and their families;

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment.

WHEREAS, Prevention remains the best defense for our children and families;

NOW, THEREFORE, I, <u>Commissioner Lance Wetzel</u>, Le Sueur County Board Chair, do hereby proclaim April, 2018 as

NATIONAL CHILD ABUSE AND NEGLECT PREVENTION MONTH

in Le Sueur County, and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.





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Chapter 4: Protecting Children



Understanding Child Abuse and Neglect

When children are nurtured, they can grow up to be happy and healthy adults. But when they lack an attachment to a caring adult, receive inconsistent nurturing, or experience harsh discipline, the consequences can affect their lifelong health, well-being, and relationships with others.

This chapter provides information to help service providers and others concerned about the health and well-being of children to understand child abuse and neglect, its effects, and what each of us can do to address it when it occurs.

What Is Child Abuse and Neglect?

Child abuse or neglect often takes place in the home at the hands of a person the child knows well—a parent, relative, babysitter, or friend of the family. There are four major types of child maltreatment. Although any of the forms may be found separately, they often occur together.

Each state is responsible for establishing its own definitions of child abuse and neglect that meet federal minimum standards. Most include the following:

- **Neglect** is failure to provide for a child's basic needs.
- **Physical abuse** is physical injury as a result of hitting, kicking, shaking, burning, or otherwise harming a child.

- Sexual abuse is any situation where a child is used for sexual gratification. This may include indecent exposure, fondling, rape, or commercial exploitation through prostitution or the production of pornographic materials.
- Emotional abuse is any pattern of behavior that impairs a child's emotional development or sense of self-worth, including constant criticism, threats, and rejection.
- Trafficking is another type of child maltreatment. States are required to consider any child who is identified as a victim of sex trafficking or severe forms of trafficking (as defined in the Trafficking Victims Protection Act) as a victim of "child abuse and neglect" and "sexual abuse." The term "sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. The term "severe forms of trafficking in persons" means sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age.

Why Does Child Abuse Occur?

Child abuse and neglect affect children of every age, race, and income level. However, research has identified many factors relating to the child, family, community, and society that are associated with an increased risk of child abuse and neglect. Studies also have shown that when multiple risk factors are present, the risk is

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greater. Some of the most common risk factors \sim include the following:

- Immaturity. Young parents may lack experience with children or be unprepared for the responsibility of raising a child.
- Unrealistic expectations. A lack of knowledge about normal child development or behavior may result in frustration and, ultimately, abusive discipline.
- Stress. Families struggling with poverty, unstable housing, divorce, or unemployment may be at greater risk.
- Substance use. The effects of substance use, as well as time, energy, and money spent obtaining drugs or alcohol, significantly impair parents' abilities to care for their children.
- Intergenerational trauma. Parents' own experiences of childhood trauma impact their relationships with their children.
- **Isolation.** Effective parenting is more difficult when parents lack a supportive partner, family, or community.

These circumstances, combined with the inherent challenges of raising children, can result in otherwise well-intentioned parents causing their children harm or neglecting their needs. On the other hand, evidence shows that the great majority of families who experience these circumstances will not abuse or neglect their children. Protective factors, such as the ones discussed in this Resource Guide, act as buffers to help many families who are under stress parent effectively.

How Many Children Are Abused and Neglected in the United States?

In federal fiscal year (FFY) 2016, the most recent year for which national child maltreatment statistics are available, about 4.1 million reports were made to child protective services concerning the safety and well-being of approximately 7.4 million children.

As a result of these reports, a nationally estimated 676,000 (unique count) children were found to be victims of child abuse or neglect. (Unique count is defined as counting each child only once regardless of the number of reports of abuse and neglect.) Of these children, threequarters (74.8 percent) were neglected, more than 18 percent (18.2 percent) were physically abused, and fewer than 10 percent (8.5 percent) were sexually abused.

Child deaths are the most tragic results of maltreatment. In FFY 2016, an estimated 1,750 children died due to abuse or neglect. Of the children who died, and for whom child-specific data were reported, 74.6 percent suffered neglect and 44.2 percent suffered physical abuse either exclusively or in combination with another maltreatment type.¹

What Are the Consequences?

Child maltreatment is a traumatic experience, and the impact on survivors can be profound. Traumatic events, whether isolated (e.g., a single incident of sexual abuse) or ongoing (e.g., chronic emotional abuse or neglect), overwhelm children's ability to cope and elicit powerful

'Statistics on this page are taken from the U.S. Department of Health and Human Services, Children's Bureau. (2018). Child Maltreatment 2016. Retrieved from https://www.acf.hhs.gov/cb/research-data-technology/statistics-research/child-maltreatment.

38 https://www.childwelfare.gov/topics/preventing/

physical and emotional responses. These responses continue even when the danger has passed, often until treatment is received.

Traumatic events may impair a child's ability to trust others, their sense of personal safety, and effectiveness in navigating life changes. Research shows that child maltreatment, like other trauma and adverse childhood experiences (ACEs), is associated with poor physical health and mental health outcomes in children and families, and those negative effects can last a lifetime.

The trauma of child abuse or neglect has been associated with increased risk of the following:

- Depression and suicide attempts
- Substance use
- Developmental disabilities and learning problems
- Social problems with other children and with adults
- Teen pregnancy

- Lack of success in school
- Domestic violence
- Chronic illnesses, including heart disease, cancer, and lung disease, among others

In addition to the impact on the child and family, child abuse and neglect affect the community as a whole—including medical and mental health, law enforcement, judicial, public social services, and nonprofit agencies—as they respond to incidents and support victims. The CDC estimates that the confirmed cases of child maltreatment from just 1 year cost the nation approximately \$124 billion over the victims' lifetime.²

What Are the Warning Signs?

The first step in helping or getting help for an abused or neglected child is to identify the symptoms of abuse.

The table below lists some symptoms of the four major types of child maltreatment. The presence of a single sign does not prove that child abuse is

Maltreatment Type	Symptoms
	 Signs of malnutrition
Neglect	 Poor hygiene
	 Unattended physical or medical problems
	 Unexplained bruises, burns, or welts
Physical abuse	 Child appears frightened of a parent or caregiver
	 Pain, bleeding, redness, or swelling in anal or genital area
Sexual abuse	 Age-inappropriate sexual play with toys, self, or others
	 Age-inappropriate knowledge of sex
	 Extremes in behavior, ranging from overly aggressive to
Emotional abuse	overly passive
	 Delayed physical, emotional, or intellectual development

³Fang, X., Brown, D. S., Florence, C. S., & Mercy, J. A. (2012). The economic burden of child maltreatment in the United States and implications for prevention. *Child Abuse & Neglect*, 36(2), 156–165.

2018 Prevention Resource Guide

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occurring in a family; however, when these signs appear repeatedly or in combination, you should consider the possibility of maltreatment.

What Can I Do If I Suspect Child Abuse or Neglect?

Anyone can and should report suspected child abuse or neglect. If you think a child is being mistreated, take immediate action.

Most states have a toll-free number for reporting. To find out how to make a report in your state, see the Information Gateway publication *State Child Abuse and Neglect Reporting Numbers*, at https://www.childwelfare. gov/organizations/?CWIGFunctionsaction=rols: main.dspList&rolType=Custom&RS_ID=5.

When you call to make a report, you will be asked for specific information, such as the following:

- The child's name and location
- The name and relationship (if known) of the person you believe is abusing the child
- What you have seen or heard regarding the abuse or neglect
- The names of any other people who might know about the abuse
- Your name and phone number (voluntary)

Reporting the situation may protect the child and get additional help for the family.

Many nonprofit, public, education, social service, and child care organizations in your community play a role in providing supports and services to children, youth, and families. Parenting education, crisis/respite care, transitional housing, and literacy programs as well as family resource centers, teen parent support groups,

On the Child Welfare Information Gateway Website

Find more information about:

- Definitions of child abuse and neglect: https://www.childwelfare.gov/topics/can/ defining/
- Risk and protective factors for child abuse: https://www.childwelfare.gov/ topics/can/factors/
- How many children are abused: https://www.childwelfare.gov/topics/ systemwide/statistics/can/
- Warning signs: https://www.childwelfare.gov/topics/can/ identifying/
- Responding to child abuse and neglect: https://www.childwelfare.gov/topics/ responding/

fatherhood groups, and marriage education classes support families in important ways.

How Can I Help Children Who Have Been Abused or Neglected?

Children who have experienced abuse or neglect need support from caring adults who understand the impact of trauma and how to help. Consider the following suggestions (see "Adverse Childhood Experiences and Well-Being," on page 42, and the tip sheet, "Helping Your Child Heal From Trauma," on page 93, for more information):

 Help children feel safe. Support them in expressing and managing intense emotions.

40 https://www.childwelfare.gov/topics/preventing/

- Help children understand their trauma history and current experiences (for example, by helping them understand that what happened was not their fault, or helping them see how their current emotions might be related to past trauma).
- Assess the impact of trauma on the child, and address any trauma-related challenges in the child's behavior, development, and relationships.
- Support and promote safe and stable relationships in the child's life, including supporting the child's family and caregivers if appropriate. Often parents and caregivers have also experienced trauma. See "Working With Parents Who Have a History of Trauma" on page 44.
- Manage your own stress. Providers who have histories of trauma themselves may be at particular risk of experiencing secondary trauma symptoms. Find more information on the Information Gateway website at https:// www.childwelfare.gov/topics/responding/ trauma/secondary/.
- Refer the child to trauma-informed services, which may be more effective than generic services that do not address trauma.

On the Web

Adverse Childhood Experiences Resources (CDC): https://www.cdc.gov/ violenceprevention/acestudy/resources. html

Impact of Child Abuse & Neglect (Information Gateway): https://www. childwelfare.gov/topics/can/impact/

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Le Sueur County, MN

Tuesday, April 17, 2018 Board Meeting

Item 4

9:45 a.m. LuAnn Hiniker, Regional Extension Office (5 minutes)

MOA-Extension staff

Staff Contact:

Agreement Between the University of Minnesota And Le Sueur County For providing Extension programs locally and Employing Extension Staff

This Agreement ("Agreement") between the County of Le Sueur Minnesota ("County") and the Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2019, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2019 and ending on December 31, 2021, unless earlier terminated as provided in paragraphs 8 and 9.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University's Director of Extension, or the Director's designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University's state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Т	ab	le	А

Program	FTE	2019 Price	FTE	2020 Price	FTE	2021 Price
Extension Educator *	0.50	\$47,406	0.50	\$48,354	0.50	\$49,321
4-H Program Coordinator	1.00	\$73,780	1.00	\$75,256	1.00	\$76,761
		\$0		\$0		\$0
Total	1.50	\$121,186	1.50	\$123,610	1.50	\$126,082

* For multiple Educators, list program area of responsibility:

2. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of office space, telephone, computer, network connections for email and other communications, software, support staff and other general office supplies. The University will recommend technology needs and other office standards. Nevertheless, the level of availability and type of such support will be determined by the County.

4. University will bill the County on a quarterly basis and the County will submit payment within 35 days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four equal quarterly payments.

5. As vacancies occur, and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County Extension Committee. The County will not be billed for a position during the time that position is vacant.

6. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

7. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34. The parties acknowledge that County extension educational programming includes University's Nutrition Education Program educational programming.

8. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the County Extension program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of 90 days' notice if either party desires a change in programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

9. If University or the County in good faith determines that funding is no longer available to support the programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of 90 days prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:	Le Sueur County Attn: Darrell Pettis, County Administrator 88 S. Park Avenue Le Center, MN 56057-1644 Facsimile No: 507-357-6375 Email: dpettis@co.le-sueur.mn.us
If to University:	University of Minnesota Minnesota Extension Attn: Director of Field Operations 240 Coffey Hall 1420 Eckles Avenue St. Paul, MN 55108 Facsimile No.: 612-625-6227 E-mail: byrne007@umn.edu

10. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

11. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, 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 relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

12. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

13. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

COUNTY of Le Sueur

Regents of the University of Minnesota

BY _____ Chair, County Board of Commissioners

BY_____

DATE____

DATE_____

Approved as to form:

BY ______County Attorney

DATE_____

BY_____

DATE_____

2019-2021 Memorandum of Agreement for providing Extension programs locally and employing Extension staff.

Proposal submitted by commissioners Mike Slavik, Randy Maluchnik, Gary Overgaard and Randy Winscher

Proposal:

Three year agreement with inflationary price adjustments of 2.2% for 2019 and 2.0% for years 2020 and 2021 for a total of 6.2% increase for years 2019-2021. No additional language changes in the agreement (other than updating calendar years).

Background:

2017 County provided Cost of Living Adjustments

With data collected from 57 counties, the average Cost of Living increase provided in Counties in 2017 is 2.36%. The range of the numbers reported is 1 - 3.5%

How MOA funds are utilized:

Looking at calendar year 2016, as this is the most recent complete year, MOA funds were expended as follows:

Salary – 73.2% of all MOA funds paid for salaries Fringe – 20.4% of all MOA funds paid for fringe costs Non Salary/Fringe – 6.3% of all MOA funds paid for non-salary/fringe related expenses

How are the Non Salary/Fringe dollars used?

6.3% of a 1.0 FTE Program Coordinator amounts to \$4,548 out of the \$72,192 paid. The largest amount of the \$4,548 goes to pay the mileage, meals, lodging and other expenses of the PC. Therefore, if a PC has a monthly expense in excess of \$379 per month, the entire \$4,548 will be spent on their expenses.

After paying expenses, the remaining funds (if any) cover staff and professional development, supervision, Finance and Planning & HR support and covers other statewide expenses that benefit the County program.





2019-2021 Local Extension Position Prices for the Memoranda of Agreement between Counties and University of Minnesota Extension

The prices of the 2019-2021 local Extension positions are listed below. Local position contract for services staff are employees of the University of Minnesota Extension.

Key components of the 2019-2021 local positions include:

- Staff Salary and Benefits Package
- Mileage, Meals and Lodging
- Professional Development and Training
- Program and Staff Supervision
- University Payroll and Accounting Services
- Connection to University of Minnesota Research

3-Year Agreement Pricing:

2019-2021 Local Pc	sition Prices i	n the Memoran	dum of Agreeme	ent (MOA)
Local Position Title	Full Time Equivalent (FTE)	2019	2020	2021
Extension Educator	1.00 (Partial FTE)	\$94,812 %FTE x \$94,812	\$96,708 %FTE x \$96,708	\$98,642 %FTE x \$98,642
4-H Program Coordinator or	1.00	\$73,780	\$75,256	\$76,761
Horticulture Program Coordinator	(Partial FTE)	%FTE x \$73,780	%FTE x \$75,256	%FTE x \$76,761

Program funders can choose the local position title based on the position description and responsibilities.

 Changes in FTE level, position title, adding or deleting positions or changes in the funding source require an addendum signed by the county and Extension.

University of Minnesota Extension is an equal opportunity educator and employer

3/1/2018

MOA 2018-21 Local Extn Position Prices.doc



Le Sueur County, MN

Tuesday, April 17, 2018 Board Meeting

Item 5

9:50 a.m. Human Resources (10 min)

Staff Contact:



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 April 17, 2018

Recommendation to grant regular status to Kelly Mittman, part time Correctional Officer /Dispatcher in the Sheriff's Office, effective April 6, 2018. Kelly has completed the six-month probationary period.

Recommendation to grant regular status to Allan Sowieja, full time Deputy Sheriff in the Sheriff's Office, effective April 16, 2018. Allan has completed the one-year probationary period.

Recommendation to promote Carol Blaschko, full time Finance Director and Elections Administrator in the Finance Department, Grade 14, Step 11 at \$43.42 per hour to Grade 16, Step 11 at \$51.70 per hour (Grade 17 wages), effective April 30, 2018.

Recommendation to promote Jim McMillen, full time Building and Grounds Director in the Building Maintenance Department, Grade 9, Step 11 at \$32.44 per hour to Grade 11, Step 11 at \$38.64 per hour (Grade 12 wages), effective April 30, 2018.

Recommendation to adjust the hourly wage for George Phillips, full time GIS Technician in the Lands Records Department, Grade 6, Step 4 at \$20.35 per hour to Grade 6, Step 4 at \$22.88 per hour (Grade 8 wages), effective April 30, 2018.

Recommendation to adjust the hourly wage for Jeff Neisen, full time Informational Technology Director in the Informational Technology Department, Grade 14, Step 11 at \$43.42 per hour to Grade 14, Step 10 at \$44.92 per hour (Grade 16 wages), effective April 30, 2018.

Recommendation to adjust the hourly wage for Judy Yokiel, full time Child Support Officer in the Human Services, Grade 7, at \$29.05 per hour to Grade 7, Step 11 at \$30.60 per hour (Grade 8 wages), effective April 30, 2018.

Recommendation to adjust the hourly wage for Lindsay Oakland, full time Child Support Officer in the Human Services, Grade 7, Step 6 at \$23.16 per hour to Grade 7, Step 5 at \$23.70 per hour (Grade 8 wages), effective April 30, 2018.

Recommendation to adjust the hourly wage for Maria Frederick, full time Child Support Officer in the Human Services, Grade 7, Step 4 at \$21.57 per hour to Grade 7, Step 4 at \$22.88 per hour (Grade 8 wages), effective April 30, 2018.

Recommendation to adjust the hourly wage for Corey Schwartz, full time Senior Appraiser in the Assessor's Office, Grade 10, Step 5 at \$26.64 per hour, effective March 19, 2018.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, April 17, 2018 Board Meeting

ltem 6

10:00 a.m. Darrell Pettis, County Administrator

- **RE: Memorial Day Funds**
- RE: German Jefferson Election Results
- RE: Set Bid Opening Date for West Jefferson Project: May 18, 2018 at 11:00 a.m.
- **RE: West Jefferson Ordinance Discussion**
- RE: West Jefferson Petition Discussion
- **RE: Justice Center Preliminary Numbers**

Staff Contact:



Veterans Service Office

 88 SOUTH PARK AVENUE
 LE CENTER, MINNESOTA 56057

 PHONE (507) 357-8279
 FAX (507) 357-8608

James W. Golgart – Director Jamie M. Von Bank – Veterans Benefits Councilor Lori Moon – Administrative Assistant

TO: Le Sueur County Commissioners

April 10, 2018

I am requesting authorization for the release of funds in the amount of \$2200.00 to the Le Sueur County Service Clubs to assist in the Memorial Day expenses. I recommend the funds be disbursed as follows:

Le Sueur County American Legion	
1. Le Center Post #108	\$200.00
2. Cleveland Post #207	\$200.00
3. Montgomery Post #79	\$200.00
4. Elysian Post #311	\$200.00
5. Kilkenny Post #380	\$200.00
6. Le Sueur Post #55	\$200.00
7. New Prague Post #45	\$200.00

TOTAL: \$1400.00

Le Sueur County Veterans of Foreign Wars

1. Le Sueur Post #4297	\$200.00
2. Le Center Post#1803	\$200.00
3. Montgomery Post#5340	\$200.00
4. New Prague Post #5145	\$200.00

TOTAL:

\$800.00

TOTAL: \$2200.00

Sincerely, James W. Golgar Director. Veterans Service



Real People. Real Solutions.

Ph: (507) 625-4171 Fax: (507) 625-4177 Bolton-Menk.com

West Jefferson Lake Sewer Collection System

Le Sueur County, Minnesota

Proposed Project Schedule – Updated 4-6-18

This schedule is based on starting construction in 2018. The following is the proposed schedule for this project:

1.	Submittal of Final Plans & Specifications to MPCA for Certification	November 21, 2017
2.	MPCA – Environmental Summary Response to Comments	January 24, 2018
3.	MPCA Certifies the Project	March 20 th , 2018
	a. MPCA Approves the Sanitary Sewer Extension Permit	February 9, 2018
	b. MPCA Approves Final Plans/Specifications & Facility Plan	February 22, 2018
4.	Interconnection Agreement for Wastewater Treatment between County and	d City
	a. City of Cleveland to Approve Agreement	March 5, 2018
	b. Le Sueur County Approves Agreement	March 20, 2018
5.	Le Sueur County Board Calls for Bids	April 17 2018
6.	Bid the ProjectLe Center Leader – April	25 th , May 2 nd & 9 th 2018
7.	Open Bids (1	.1:00 am) May 18th 2018
7.	Open Bids (1 a. Hold the Bids until after the Assessment Hearing (Estimated 75 days	
)
	a. Hold the Bids until after the Assessment Hearing (Estimated 75 days	
8.	a. Hold the Bids until after the Assessment Hearing (Estimated 75 days Le Sueur County Board to Call for Improvement & Assessment Hearing	
8. 9.	a. Hold the Bids until after the Assessment Hearing (Estimated 75 daysLe Sueur County Board to Call for Improvement & Assessment Hearinga. Advertise Assessment Hearing & Mail Hearing Notice to Affected Pro-	
8. 9.	 a. Hold the Bids until after the Assessment Hearing (Estimated 75 days) Le Sueur County Board to Call for Improvement & Assessment Hearing a. Advertise Assessment Hearing & Mail Hearing Notice to Affected Pro Funding package is understood (PSIG) 	b) May 22 nd 2018 operties July 1 st 2018 July 10 th 2018
8. 9. 10	 a. Hold the Bids until after the Assessment Hearing (Estimated 75 days Le Sueur County Board to Call for Improvement & Assessment Hearing a. Advertise Assessment Hearing & Mail Hearing Notice to Affected Pro Funding package is understood (PSIG) b. Hold Improvement & Assessment Hearing at the same Special Meeting 	b) May 22 nd 2018 operties July 1 st 2018 July 10 th 2018 wners in the Project
8. 9. 10.	 a. Hold the Bids until after the Assessment Hearing (Estimated 75 days Le Sueur County Board to Call for Improvement & Assessment Hearing a. Advertise Assessment Hearing & Mail Hearing Notice to Affected Pro Funding package is understood (PSIG) b. Hold Improvement & Assessment Hearing at the same Special Meeting a. Temporary & Permanent Easement Secured from all Property O 	b) May 22 nd 2018 operties July 1 st 2018 July 10 th 2018 wners in the Project July 17 th 2018
 8. 9. 10. 11. 12. 	 a. Hold the Bids until after the Assessment Hearing (Estimated 75 days) Le Sueur County Board to Call for Improvement & Assessment Hearing a. Advertise Assessment Hearing & Mail Hearing Notice to Affected Pro Funding package is understood (PSIG) Hold Improvement & Assessment Hearing at the same Special Meeting a. Temporary & Permanent Easement Secured from all Property O Le Sueur County Board to Review the Bids and Award the Project 	b)

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Bolton & Menk is an equal opportunity employer.

LE SUEUR COUNTY, MN WEST JEFFERSON SUBORDINATE SERVICE DISTRICT ORDINANCE NO.___

The County Board of Le Sueur County Ordains:

CHAPTER 725 GENERAL PROVISIONS

725.1 Title

This Ordinance shall be known and referenced as the "West Jefferson Subordinate Service District Ordinance."

725.2 Statutory Authority.

This Ordinance is enacted pursuant to Minn. Statutes Chapter 375B.

725.3 Purpose and Intent

The purpose of this Ordinance is to establish methods for setting fees, determining levels, methods and cost of operational oversight, set performance standards and determine responsibilities and obligations of the citizen participants, and the West Jefferson Subordinate Service District.

725.4 Definitions and Rules of Construction

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The term shall means mandatory and the term may is permissive. The following terms shall have the definitions given to them:

"Account"

All unsettled obligations of a person to the District, including unpaid User Fees, loss, damage, costs, expense, charges and fees incurred by the District for cleaning, repair and/or replacement of any part of the Sewer System or other District property caused or incurred by said person.

"Board"

The Le Sueur County, Minnesota Board of Commissioners.

"Building Sanitary Drain"

Building Sanitary Drain means that part of the piping of the drainage system which receives the discharge from soil and waste pipes inside the walls of the building and conveys it to the Building Sewer beginning at least one foot outside the building footings.

"Building Sewer"

"Building Sewer" means that part of the drainage system which extends from the end of the Building Drain and conveys its' discharge to the grinder station connection, the beginning of the District Sewer System.

"Capital Costs"

The reasonable and necessary costs and expenses incurred by the District in planning, designing, financing and constructing the Sewer System and obtaining service, including but not limited to costs and expenses for obtaining necessary permits, licenses, approvals and grants for design and construction costs; fees for legal and consulting services and the acquisition of such Sewer System and service.

"CBOD"

Carbonaceous Biochemical Oxygen Demand the quantity of oxygen utilized in the biochemical oxidation of organic matter, under standard laboratory procedures in five days at 20 degrees centigrade expressed in terms of weight and concentration (mg/l).

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"Clean Water Act"

The Clean Water Act, 33 U.S.C. §§ 1251-1387, and as amended from time to time.

"Cooling Water"

Water discharged from any use such as air conditioning, cooling or refrigeration, or during which the only pollutant added to the water is heat.

"Connection Charge"

Charge to a user for physical connection to the sewer system. Connection charges may include capital cost, administrative fees, interest charges and other charges as required to construct, maintain, operate and develop reserve funds for future maintenance of the system.

"Debt Service"

The principal and interest necessary to pay the bonded indebtedness for the construction and installation of the Sewer System.

"Debt Service Charge"

The charge related to the principal and interest necessary to pay the bonded indebtedness.

"District"

The West Jefferson Subordinate Service District formed by Le Sueur County for the purposes described in this Ordinance.

"Domestic Waste"

Wastes from residential users.

"Flow"

The quantity of wastewater expressed in gallons or cubic feet per 24-hour period.

"Full Connection"

Those properties that connect to the Sewer System and discharge wastewater to the Sewer System once it is operational.

"Greywater"

Sewage that does not contain toilet wastes.

"Grinder Station"

Pump station installed to pump wastewater from Building sanitary sewer to the District Sewer System. Grinder station to include the pump basin, pump, pump controls and electrical wiring from pump control to pump, and other appurtenances. The Grinder Station is considered to be part of the District Sewer System.

"Indirect Discharge"

The introduction of pollutants or wastes into the Sewer System from any non-domestic source regulated under Section 301 (b), (c), or (d) of the Clean Water Act.

"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.

"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

[15741-0031/2674129/1]
springs and swampy areas, manhole covers, cross-connections from storm sewers, catch basins, surface runoff, street wash waters or drainage.

"Infiltration/Inflow (I/I)"

The total quantity of water from both infiltration and inflow.

"Initial Project"

Construction project to build the West Jefferson Lake Sewer System, with up to 140 connections and connect to the City of Cleveland's Wastewater Treatment Ponds.

"MPCA"

Minnesota Pollution Control Agency.

"Multiple Unit User"

Any person, authorized under agreement with the District, who discharges wastewater to the Sewer System from multiple sources through one connection to the system, *i.e.* a campground or other multi - unit property use.

"Natural Outlet"

Any outlet in a water course, pond, ditch, lake or other body of surface water or groundwater.

"Normal Domestic Strength Waste"

Wastewater that is primarily introduced by residential users with a biochemical oxygen demand (CBOD) concentrations not greater than 220mg/L and total suspended solid (TSS) concentrations not greater than 240mg/L.

"NPDES Permit"

(National Pollutant Discharge Elimination System Permit) (Also "wastewater discharge permit") Any permit or requirement issued by the MPCA pursuant to the Clean Water Act for the purpose of regulating the discharge of wastewater, industrial wastes, or other wastes under Section 402 of the Act.

"Partial Connection"

Those properties that construct a portion of the individual service facilities required to provide connection to the Sewer System under the initial projects, but do not actually connect to the system under the initial project, resulting in a stub or connection point at the property line.

"Person"

Includes any individual, firm, association, organization, partnership, business trust, company or corporation, the state or any agency or institution thereof, and any municipality, governmental subdivision, or other entity, including any officer or governing or managing body thereof.

"POTW"

Publicly Owned Treatment Works - the treatment works as defined by Section 212 of the Clean Water Act which is owned by the municipality (as defined by Section 502(4) of the Act). This includes any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances if they convey wastewater to a POTW plant. This also includes the City of Cleveland Water Treatment Ponds (WTP).

"Sewage"

Waste produced by toilets, bathing, laundry, water treatment devices, water conditioning devices, culinary operations, or any waste derived from any potable water source, or the floor drains associated with these sources.

"Sewer Availability Charge (SAC)"

A development impact fee assessed for availability, reserve capacity, sewage treatment, and connection

rights to the Sewer System. The charge shall be adjusted annually and shall account for interest and finance costs.

"Sewer Charges"

Means all fees paid by Users of the Sewer System to pay for the treatment cost, cost of OM&R for the Sewer System, and any future allocated debt service costs in addition to any additional fees pursuant to this Code.

"Sewer System"

The system of grinder station pumps, meters, structures, pipes and appurtenances used for collecting, transporting and conveying Wastewater and in some contexts also for treating and disposing of Wastewater. In this Code, "Sewer System" refers to the District's Sewer System, unless the context indicates otherwise.

"Storm Water"

Any flow occurring during or following any form of natural precipitation and resulting there from.

"User"

Any person who discharges wastewater, or causes, or permits the discharge or placement of wastewater, into the West Jefferson Lake Sanitary Sewer System.

"User Fees"

Refers to the fees paid by all Users of the Sewer System for the treatment of wastewater.

"Wastewater"

The liquid and water-carried domestic wastes from dwellings, together with any grey water, groundwater, surface water, and storm water that may be present, whether treated or untreated, which is discharged into or permitted to enter the Sewer System.

CHAPTER 726 DISTRICT ORGANIZATION

726.1 Office and Mailing Address

The mailing address of the District is:	The physical address of the District is:
West Jefferson Subordinate Service District	West Jefferson Subordinate Service District
Environmental Services Office	Environmental Services Office
Le Sueur County	Le Sueur County
88 South Park Ave.	515 South Maple Avenue
Le Center, MN 56057	Le Center, MN 56057
Direct Dial 507-357-8538	Fax 507-357-8541

726.2 Advisory Committee

726.02.01 The Board shall appoint an advisory committee. Primary responsibilities of the committee are to review and recommend annual budget and annual rates, and to provide recommendations on any policies or procedures as assigned by the Board. Although the Advisory Committee is a recommending body rather than a decision-making body, the Advisory Committee shall follow the open meeting law (Minn. Stat. Chap. 13D).

726.02.02 Number of members. The Advisory Committee shall consist of three (3) members. The members shall be property owners within the District, appointed by the County Board.

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726.02.03 Term length and reappointment. The term of each member shall be for three (3) years. Each member may be eligible for reappointment, for not more than three (3) consecutive three (3) year terms.

The Board will arrange and determine the terms of the first advisory committee members appointed after the District's creation to expire on the 1st business day in January as follows:

The term of one (1) member will expire in the 2nd calendar year after the year in which the members are appointed elected;

The term of the one (1) other member will expire in the 3rd calendar year after the year in which the members are appointed elected; and

The term of the remaining one (1) member will expire in the 4th calendar year after the year in which the member is appointed elected.

726.02.04 Compensation. No compensation shall be made to the advisory committee members.

726.02.05 Meetings. The Advisory Committee shall, at a minimum, hold an annual meeting in June. The purpose of the annual meeting shall be to provide feedback to the Board in advance of its budget planning process.

CHAPTER 727 CONSTRUCTION OF DISTRICT SEWER SYSTEM

727.1 Building Sanitary Sewers and Connections

727.01.01 No person, unless authorized, shall uncover, make any connections with, or disturb any portion of the Sewer System without first obtaining a sanitary sewer permit from the District. The initial construction contract shall be considered written permission for work performed under the initial construction project.

727.01.02 For all future connections and work done to Partial Connections after the conclusion of the initial construction project, all costs and expenses incident to the installation and connection of the Building Sewer to the Sewer System shall be the responsibility of the owner.

727.01.03 A separate and independent Building Sewer and pressure grinder pump (or similar device approved by the District) shall be required for every property. Where separate living quarters or units exist within a multi-family residential unit on a single property such as an apartment building, duplex, triplex, townhome structure or other multi-family structure, an alternate pump or multiple pumps may be required. Any additional costs for an alternate pump or additional pump shall be borne by the property owner. Each separate Building Sewer shall be separately connected to the Sewer System unless a special permit is obtained from the District for proven extenuating circumstances. Any such special permit shall require a written agreement between the property owners the costs of construction and maintenance of any common Building Sewer or pressure grinder pump.

727.01.04 Existing Building Sewers may be used in connections with new buildings only when they are found, upon examination and testing by the District, to meet all requirements of Le Sueur County Code and ordinances.

727.01.05 The size, slope, alignment, materials of construction of a Building Sewer, and the method to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench shall conform to the requirements of the Minnesota Building Code, Minnesota

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Plumbing Code, and all other applicable rules and regulations. In the absence of specific Code provisions, the materials and procedures established by the City Engineers Association of Minnesota (CEAM) and the American Society of Testing and Materials (ASTM) shall apply.

727.01.06 No person shall make connection of roof downspouts, exterior foundation drains, area way drains, sump pumps, or other source of surface runoff or groundwater to a Building Sewer or building drain that is connected in any manner whatsoever to the District Sewer System.

727.01.07 All private septic systems and other similar facilities shall be properly abandoned or removed at the time connection to the Sewer System is made, unless alternate use is permitted by Le Sueur County.

727.01.08 As a condition of connection to the Sewer System, the District shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for connection to the Sewer System shall notify the District when the work is ready for formal inspection. No underground portions shall be covered before the final inspection is completed, and all connections shall be made under the supervision of the District or its representative.

727.01.09 Any new connections to the Sewer System shall be prohibited unless the District determines that sufficient capacity, (including but not limited to flow, CBOD, and suspended solids) is available in all downstream portions of the system and at the POTW.

727.01.10 New connections shall also be required to have a connection allocation available as defined in the agreement with the City of Cleveland.

CHAPTER 728 USE OF DISTRICT SEWER SYSTEM

728.1 Connection

728.01.01 All properties within the West Jefferson Lake Subordinate Service District must connect to the District Sewer System at the time of initial construction or have a Partial Connection installed at the time of initial construction.

728.01.02 As a condition of connection, each User shall dedicate a utility easement to the District for the location of the necessary portion of Sewer System to service the User's property.

728.2 Prohibited Discharges

728.02.01 No user shall discharge, either directly or indirectly, any flows or materials prohibited in the Cleveland City Code of Ordinances and the City's WRF NPDES Permit along with any of the following:

728.02.01.01 All waste of any type generated from any source outside the District.

728.02.01.02 Any wastes which may directly or indirectly impair the proper functioning of the Sewer System or the City of Cleveland's Wastewater System.

728.02.01.03 Unpolluted storm water or groundwater.

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728.02.01.04 Any wastes the strength or pollution of which are not effectively altered by ordinary treatment processes or the presence of which in the receiving stream would violate state or federal water quality standards.

728.02.02 Storm water and all other unpolluted water, including infiltration and inflow, shall be discharged to a storm sewer or other appropriate outlet, subject to existing regulatory requirements including the requirement to obtain an NPDES Permit as applicable.

728.3 Accidental Discharges

728.03.01 Accidental discharges of prohibited waste in the Sewer System, directly or through another disposal system, or to any place from which such waste may enter the Sewer System, shall be reported to the District and City by the persons responsible for the discharge, or by the owner or occupant of the premises where such discharge occurred, immediately upon obtaining knowledge of the fact of such discharge. Such notification will not relieve users of liability for any expense, loss or damage to the wastewater disposal system or treatment process, or for any fines imposed on the District on account thereof under any state or federal law. The responsible person shall take immediate action to minimize or abate the prohibited discharge.

728.4 Monitoring

728.04.01 Inspection and Sampling. The District and its authorized agents bearing proper credentials and identification may conduct such tests as are necessary to enforce this Ordinance, and employees or representatives of the District may enter upon the utility easement of any property for the purpose of taking samples, obtaining information, or conducting surveys or investigations relating to such enforcement. All entry and subsequent work, if any, on said utility easement shall be done in accordance with the terms of the utility easement. Entry shall be made during normal business hours unless circumstances require otherwise. In all cases where tests are conducted by the District for the purpose of determining whether a User is in compliance with the applicable regulations and rules, the cost of such tests shall be charged to the User and added to the User's Sewer Charges if the property is found to be non-compliant.

728.04.02 Testing Procedures. Testing procedures for the analysis of pollutants shall conform to the guidelines established in 40 C.P.R. Part 136 (Guidelines Establishing Test Procedures for the Analysis of Pollutants), and 40 C.P.R. 403.12 (General Pretreatment Regulations for Existing and New Sources of Pollution).

728.04.03 Data Practices. Data collected by the District is subject to the Minnesota Government Data Practices Act (Minnesota Statute Chapter 13).

CHAPTER 729 THE ESTABLISHMENT AND COLLECTION OF CHARGES FOR USE OF THE DISTRICT SEWER SYSTEM

729.1 Permit Fees

For Users wishing to connect to the Sewer System after the initial project is complete, the District shall require a permit fee and deposit prior to making the connection. The application for such a permit shall be accompanied by plans and drawings prepared by a qualified engineer. All connections shall be supervised by a representative of the District, at the cost of

the applicant. All permits are conditioned on fees, costs, and charges be paid in full.

729.2 Connection Charges for Full Connections

729.02.01 At the time of connection, each User shall be subject to and pay applicable Connection Charge and SAC to the District.

729.02.02 Connection Charges paid by each User shall be determined as follows:

729.02.01 Capital Costs, less grant funding and cumulative Building Sewer costs, for the construction of the Sewer System facilities required to provide service to the District. Capital charges shall be distributed among Users as defined by the Board.

729.02.02.02 The actual cost, less grant funding, of the individual Building Sewer installed at each connection as part of the initial project which provides service to each property served.

729.02.03 SAC and Connection Charges for Users under the initial project shall be assessed in accordance with the assessment certifying resolution adopted by the Board following the assessment hearing. Each User may prepay a portion or all of the SAC and Connection Charge, and have the remainder of the charges certified to the county auditor as an assessment against the property served by the connection for collection.

729.3 Connection Charges for Partial Connection

729.03.01 Users with Partial Connections shall be subject to and pay applicable Connection Charges and SAC (Collection and Trunk Line charges) to the District. Connection Charge costs will be assessed to the property being served. This will guarantee a future connection to the sewer system.

729.03.02 Connection charges paid by each Partial Connection shall be determined as follows:

729.03.02.01 Capital Costs, less grant funding and cumulative Building Sewer costs, for the construction of the Sewer System facilities required to provide service to the District. Capital charges shall be distributed among Users as defined by the Board.

729.03.02.02 The actual cost, less grant funding, of the individual Building Sewer installed at each connection as part of the initial project which provides service to each property served.

729.03.02.03 SAC and Connection Charges for Users under the initial project shall be assessed in accordance with the assessment certifying resolution adopted by the Board following the assessment hearing. Users with a partial connection may prepay a portion or all of the Assessment, and have the remainder of the assessment certified to the county auditor as an assessment against the property served by the connection for collection.

729.03.02.04 The Capital Costs of any Building Sanitary Sewer and Sewer System facilities required to complete the connection to the sewer system shall be paid at the time of connection.

729.03.02.05 All equipment and materials necessary to complete a connection

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shall be of the same type and quality as used during the initial construction and shall be installed by the District's maintenance contractor.

792.4 Future Connections

Future Users must request a connection to the Sewer System. Each future User shall pay the Connection Charge and SAC in effect at the time of the connection. No reduction in charges shall be provided for the grant funding utilized in the original project unless such funding still remains or additional funding is secured. All equipment and materials necessary to complete a connection shall be of the same type and quality as used during the initial construction and shall be installed by the District's maintenance contractor.

729.04.01 The Capital Costs of any Building Sanitary Sewer and Sewer System facilities required to complete the connection to the sewer system shall be paid at the time of connection.

792.5 User Fees

729.05.01 User Fees shall be set by the **Board District**, reviewed annually and adjusted as necessary. The User Fees shall be adopted by resolution of the **Board District**, published in the local newspaper, and are effective as of the date of such publication. Subsequent changes in the sewer rates and charges shall be adopted by **Board** -**District** Resolution and published in the local newspaper.

729.05.02 User fees shall be charged as established by the Board and are payable within 30 days of receipt of the billing.

729.05.03 Determination of Monthly Service Charge

729.05.03.01 Uniform Monthly Charges. The base monthly sewer charges for all connections shall be set by the Board and charged to all connections as follows:

TMC=MBC + MFC TMC = Total Monthly Charge MBC = Monthly Base Charge MFC = Monthly Flow Charge

729.05.03.02 Monthly Base Charge (MBC) shall include cost allocated for operation and maintenance of the system, administration of the District, debt retirement, facility replacement and administration charges for treatment. MBC shall be charged to all Users, regardless of usage, as outlined in Board resolution setting system charges.

729.05.03.03 Monthly Flow Charge (MFC) shall include cost allocated based on flow discharged to the sewer system Sewer System. Monthly Flow Charge includes treatment charges from the City of Cleveland and any other additional charges as allocated by the Board. This charge is based on usage of sewage-water within the dwelling. The sewage water will be metered within each dwelling with a metering system that is installed as part of the project.

729.05.04 Late fees will be imposed for User Fees that are not paid on terms established by the District.

Additionally, if the District is required to take legal action to recover any unpaid User Fees

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or charges, the District may recover all costs incurred by it, including its actual costs of collection and attorneys' fees.

If the User Fees, late fees, and costs of collection are not paid to the District within 30 days after the User has been notified of the same via U.S. Mail at their last known address, the District may assess the costs against the property served and for which the User Fees, late fees, and costs of collection remain unpaid and the same shall be transmitted to the county auditor and collectible with the real property taxes for such property.

The District may use any and all options for collecting unpaid fees and charges, but the District will not collect more than the cumulative amount of the unpaid User Fees, late fees, and charges.

729.05.05 Unpaid User Fees shall become a lien on the property that is served by the Sewer System. In the event an owner shall fail to pay User Fees as required by this Ordinance, the District may undertake to have said fees certified as an assessment against the property at an interest rate of 8% per annum to be collected and remitted to the District in the same manner as assessments for local improvements. The rights of the District under this subdivision shall be in addition to any other remedial or enforcement provisions of this Ordinance.

729.05.06 Delinquent Accounts and Assessments. All Accounts and charges which are delinquent on September 30th of any year may be certified by the County Auditor who will prepare and file in his or her office an assessment roll no later than November 1st of each year providing for the special assessment of all such delinquent accounts against the respective real estate, lands, tracts or parcels served or owned by such User or person obligated on the account. A copy of the assessment roll will be delivered to the Board for adoption on or before November1st of each year. Notice of the proposed assessment will be given not later than 14 days before the date of the first meeting of the Board in November at which time the Board will hear all comments or objections to such assessments. Notice will be made by mailing a copy of the notice to the person to be assessed or other person obligated on the account at his or her last known address or by personal service stating (1) the amount of the assessment; (2) the description of the real estate or property sought to be assessed; (3) the date and place of the assessment hearing. Each assessment shall be payable on or before the first Monday of the following December. Interest will be charged on the assessment at the rate of 8% per year or the rate that is charged for assessment rolls for improvement projects adopted in the same year, whichever is greater and will accrue from and after the 30th day following the date of each delinquent Account. The owner of the assessed property may at any time prior to the certification of assessment, pay to the County Auditor the balance of the assessment covering the property with interest at the same rate as established above accrued to the date of payment.

Upon adoption by the Board, a certified duplicate of the assessments shall be submitted to the County Auditor to be placed on the property tax rolls of the County, to be collected and paid over in the same manner as for real estate taxes.

729.6 District Finances

729.06.01 The District shall maintain a separate account for funds collected for the recovery of Capital Costs, Treatment Costs, Operations Costs, Maintenance Costs, and Replacement Costs. The account shall be appropriate and suitable for the deposit of municipal funds.

729.06.02 The Board, its employees, and its agents shall be considered fiduciaries to the District in the collection, handling, deposit, investment, use and disbursement of the funds of the District.

729.06.03 The Board shall order an annual audit of the District's finances and providean annual report to the residents of the District at a meeting held for such purpose.

729.06.04 Notice of Amendment. Prior to any amendment of this Ordinance or any amendment to the system of user charge established under this Ordinance, the District shall publish notice of the proposed amendment, at least one per week for two successive weeks, in a qualified newspaper in general circulation in the District.

729.7 Responsible for Defects

All persons performing work in the construction or maintenance of the Sewer System shall be responsible for their own errors and omissions and those of their agents, subcontractors and employees. Upon notification by the District of any defects in the work or a violation of any applicable requirements of the work, all such persons shall be responsible to take immediate and appropriate corrective measures. If the person or persons performing the work do not remedy the problems within the time frame specified by the District, the District may do so and recover its expense from the responsible person.

729.8 Liability

The District, it's directors, officers, agents and employees shall not be liable for injuries or damages of any kind or nature arising out of or related to any work of construction and maintenance except, and to the extent, the District is itself legally at fault for such injuries or damages. To the same extent, any contractor or other person causing the work to be performed shall defend, indemnify and hold harmless the District, it's directors, officer, agents and employees of and from any such injuries or damages which may be imposed or sought to be imposed on any of them, including all costs, expenses, attorneys' fees and interest incurred in any legal action or proceeding.Nothing in this Agreement shall affect or otherwise constitute a waiver of the limits on the liability of the District or Le Sueur County provided by Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.

729.9 Severability and Conflicts

729.09.01 Severability. If the provisions of any section, paragraph, or sentence of this Ordinance shall for any reason be held to be unconstitutional or invalid by any court of competent jurisdiction, the provisions of the remaining sections, paragraphs, and sentences shall nevertheless continue in full force and effect.

729.09.02 Conflicts. If conflicts arise between this Ordinance and the Cleveland Code, the Cleveland Code shall take precedence.

729.10 Enforcement

729.10.01 Unlawful Acts.

729.10.01.01 No person shall negligently, willfully, or maliciously break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is part of the Sewer System.

729.10.01.02 No person shall cause any buildings, sidewalks, trees or other encumbrances to be located in such a manner as to create a hardship for the District to make any repairs, alterations or installation of the Sewer System within the utility easement. Additional costs incurred by the

District for making such repairs, alterations or installation because of such encumbrances and encroachments shall be borne by the landowner.

729.10.01.03 No person shall construct, alter, or extend any sewer connected or proposed to be connected to the Sewer System without first having the plans and specifications there for approved by the District.

729.10.01.04 No person having charge of any premises shall maintain thereon any drain or sewer connected with the Facilities in a clogged, obstructed, broken or damaged condition, or not in conformance with the State Building Code.

729.10.01.05 No person shall discharge, or cause or permit to be discharged, any sewage or unhealthful matter into any lake, natural ravine, or public waters.

729.10.01.06 No person shall discharge wastewater, industrial wastes, or other wastes into the Sewer System in a form, manner, or concentration contrary to the provisions of this Ordinance, federal or state pretreatment requirements or any order of the District.

729.10.01.07 No person shall knowingly makes false statements, representations or certifications in any application, record, report, plan or other document filed or required to be maintained pursuant to this Ordinance, or falsify, tamper with, or knowingly render inaccurate any monitoring device or method required under this Ordinance.

729.10.02 Suspension of Services. The District may suspend sewer services to a User when, in the opinion of the District, such suspension is necessary to stop an actual or threatened discharge that presents or may present an imminent or substantial endangerment to the health or welfare of humans, to the environment, or to the Sewer System, or would cause the District to violate any conditions of its NPDES or state disposal system permits, or any other law or regulation. Any User notified of a suspension of service shall immediately stop discharging to the Sewer System. In the event of a failure of the User to comply voluntarily with the suspension order, the District shall take necessary steps, including immediate severance of the User's connection to the Sewer System, to prevent or minimize damage to the Sewer System or endangerment to any individuals. In such a case, service will not be reinstated unless and until the District has received proof of the elimination of the noncompliant discharge, and the measures taken to prevent any future occurrence shall be submitted to the District within 5 business days of the date of the occurrence.

729.10.03 Notification of Violation. Whenever the District finds that any person has violated or is violating this Ordinance, the District may serve upon such person a written notice stating the nature of the violation. Within 10 days of the date of the notice, a plan for the satisfactory correction thereof shall be submitted to the District by said person. The District may impose a monthly surcharge for noncompliance with the violation notice.

729.10.04 Criminal Penalties. Any person who violates a provision of this Ordinance or fails to timely respond to notification of a violation shall be guilty of a misdemeanor and said person may be punished by a fine of up to \$1,000.00 and 90 days in jail.

729.10.05 Costs and Attorneys' Fees. In addition to the penalties provided herein, the District may recover attorney's fees, court costs, court reporter's fees, and other expenses of

litigation by an appropriate action against the person found to have violated this Ordinance or any orders, rules, regulations, and permits issued hereunder.

729.10.06 Costs of Damage. Any person violating any of the provisions of this Ordinance shall be liable to the District for any expense, loss, or damage occasioned the District because of such violation. The District may commence an action for appropriate legal and equitable relief. The District may add to the person's User Fees the cost of any cleaning, repair, or replacement work caused by the violation.

729.11 This Ordinance shall be in full force and effect upon adoption pursuant to Minnesota law.

ATTEST:

Darrell Pettis COUNTY ADMINISTRATOR

COUNTY OF LE SUEUR, STATE OF MINNESOTA XXXXXXX, Chairperson Le Sueur County Board of Commissioners

Date:

Date:

		Le Sueu	ır Co	unty	Just	tice Center									
			Bid	Pack	age	#2									
		April			-	2:00 p.m.									
	Work Scope	Bid Bond	- ا، ۵			Bids	Alt. #1		t, #2	614 112					
	work scope	Y/N	Auc 1	2		blus	Add PV System		rigation	Alt. #3 Ballasted EPDM	1 / SF	2 / SY	Unit Price 3 / SY		5 / E,
Apparent L	ow Bids	.,		-			ridu i i bysteini		Ingation		175	2731	3731	/	576
04B	TCR Enterprises, Inc. dba J&K Masonry*	Ŷ	х	х	\$	1,312,000					\$ 62.00	•			
05B	Thumbeck Steel Fabrication, Inc.*	Ŷ	х	х	Ś	529,008									
06A	RTL Constructoin, Inc.*	γ	х	х	\$	1,146,000								\$ 200	1
06B	Aaron Carlson Corporation*	Ŷ	х	х	\$	985,908								* - 17	
07A	Gag Sheet Metal, Inc.*	Ŷ	х	х	Ś	593,300				\$ (59,300.00)					
07B	Innovative Building Concepts LLC*	Ŷ	х	х	\$	147,850				· · · · · · · · · · · · · · · · · · ·					
07C	Henkemeyer Coatings, Inc.*	Ŷ	x	X	\$	43,296									
07D	Right-Way Caulking, Inc.*	Ŷ	X	X	Ś	125,500									
07E	Supuri, Inc.*	Ŷ	x	x	Ś	198,000									
08A	St. Cloud Overhead Door Company dba American Door Works*	Ŷ	x	x	š	44,653									
08B	Ford Metro, Inc.*	Ŷ	x	x	ŝ	627,300									
09A	Custom Drywall, Inc.*	Ŷ	x	x	ŝ	998,000									
09B	Superset Stone & Tile LLC*	Ŷ	x	x	ŝ	640,000									
090	Twin City Acoustics, Inc.*	Ŷ	x	x	\$	265,580									
09D	Superset Stone & Tile LLC* (Combined bid 09B & 09D)	•		••	•										
09E	W.L. Hall Co.*	Y	х	x	\$	24,672									
09F	Steinbrecher Painting Company*	Ŷ	x	x	Ş	304,000									
09G	Twin City Tile & Marble Company*	Ŷ	x	x	\$	20,000									
10A	Albrecht Sign Company, LLC*	v	x	x	\$	33,443									
10B	Hufcor, Inc.*	v. v	x	x	\$-	14,922									
10D	Mid-America Business Systems and Equipment*	v	x	x	\$	20,034									
10C 11A	Tierney Brothers, Inc.*	Ŷ	x	x	Ś	394,001									
11A 11B	Business Development Sales DBA: BDS Laundry Systems*	Ý	x	x	\$	21,159									
11D 11C	Plexus Company dba Culinex*	Ý	x	x	Ş	223,749									
11D	Pauly Jail Building Company, Inc.*	v	x	x	ŝ	4,480,600									\$ 1,05
110 11E	No Bids Received	•	~	~	ŝ	4,400,000									¢ 1,00
12A	CE Contract*	γ	х	х	\$	10,975									
12A 14A	ThyssenKrupp Elevator Corporation*	Ŷ	x	x	\$	337,040									
21A	LVC Companies, Inc.*	Ŷ	x	x	\$	337,700									
21A 22A	Javens Mechanical Contracting Company*	Ý	x	x	\$	3,349,000									
22A 26A	Master Electric Co., Inc.*	Ŷ	x	x	\$	1,849,000	\$ 398,750.00								
28A 28A	Pauly Jail Building Company, Inc.* (Combined bid 11D & 28A)	•	~	~	÷.	1,845,000	5 336,750.00								
28A 32A		Y	х	v	\$	131,806									
32A 32B	Crane Creek Asphalt Division of Mathy Construction Company*	i Y	x	x	\$ \$	182,000									
32B 32C	Curb Masters, Inc.*	ł Y	x	x	⇒. \$	225,024		\$ 2	24,728.00			÷ 1 00	\$ \$ 5.25		
	Mankato Landscapes, Inc.*	Y	x	x	\$	223,024		<i>7</i> 2	4,720.00			7 1.00	, p 0.20		
32D	Action Fence, Inc.*	r	^	^	Ş	22,800									
	*Apparent low bids are being checked for responsiveness and qualifications.														
	Total Number of Bids					116	Average 3.22 bid	ls per cat	egory.						
	Total Budget					22,264,500									
	Total Low Bids					19,638,319									
	Total Average Bids					23,551,965									
	Total Low Bid Variance				\$	(2,626,181)									
	Total Average Bid Variance				\$	1,287,465									



Le Sueur County, MN

Tuesday, April 17, 2018 Board Meeting

Item 7

Commissioner Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, April 17, 2018 Board Meeting

Item 8

Future Meetings

Staff Contact:

Future Meetings April – June 2018

<u>April 2018</u>

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	Board Meeting, 9:00 a.m. (Meeting to be held in Courtroom A) *Justice Center Bid Package #2				
<u>May 2018</u>					
Tuesday, May 1	Board Meeting, 9:00 a.m. *CHB Meeting in Waterville, 1:00 p.m.				
Thursday, May 10	P&Z Meeting, 7:00 p.m. at Environmental Services				
Tuesday, May 15	Board Meeting, 9:00 a.m.				
Thursday, May 17	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services				
Tuesday, May 22	Board Meeting, 9:00 a.m.				
Monday, May 28	Offices Closed for Memorial Day				

<u>June 2018</u>

Tuesday, June 5	Board Meeting, 9:00 a.m.		
Tuesday, June 12	Board of Equalization Meeting, 6:30 p.m. at the Courthouse in the Commissioners Room		
Thursday, June 14	P&Z Meeting, 7:00 p.m. at Environmental Services		
Tuesday, June 19	Board Meeting, 9:00 a.m.		
Thursday, June 21	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services		
Tuesday, June 26	Board Meeting, 9:00 a.m.		