



Le Sueur County, MN

Tuesday, June 5, 2018

Board Meeting

Item 6

9:40 a.m. Darrell Pettis, County Administrator

RE: CD54

RE: GASB Statement 75

RE: Set a West Jefferson Subordinate Service Ordinance Public Hearing Date and Time

RE: Set a SULP Ordinance Public Hearing Date and Time

Staff Contact:



May 31, 2018

Re: La Sueur County CD 54

To Le Sueur County Auditors:

We were appointed to conduct a redetermination of benefits of Le Sueur County Ditch 54. During our viewing we have determined that land in Rice County is benefitted. We will stop our work until a Joint Le Sueur-Rice County Drainage Authority can be established.

Sincerely,

Bryan Murphy
Lead Viewer
H2Over Viewers, LLC

Pettis, Darrell

From: Westerhouse, Cindy
Sent: Thursday, May 24, 2018 11:02 AM
To: Pettis, Darrell
Cc: Blaschko, Carol
Subject: FW: Contact information
Attachments: 2017 Sample 74-75 GASB Report.pdf

Attached is an email with additional information from Nyhart.

Cindy
Human Resources
Ext. 8517

From: Mardis, Audra [mailto:audra.mardis@nyhart.com]
Sent: Wednesday, May 09, 2018 9:17 AM
To: Westerhouse, Cindy <cwesterhouse@co.le-sueur.mn.us>
Subject: RE: Contact information

It was nice to speak to you yesterday, Cindy!

I have spoken with our team which usually handles the formal proposals, and it might make more sense to send you that when you are ready for it. In the meantime, I wanted to go ahead and send you a sample report, so that you have an idea what GASB 75 reporting entails. Key sections are as follows

1. Substantive Plan Provisions, Pages 15-16 – These describe the health benefits available to retirees. It could include medical/rx, dental, vision, life insurance, and sometimes even sick leave conversion benefits, depending on what you have in place. If retirees pay 100% of the premium for the benefits they are able to elect during retirement, it will only include medical/rx.
2. Actuarial Methods and Assumptions, Pages 17-21 – These describe the assumptions needed to produce a GASB 75 report. We can discuss these along the way if you are interested, or Nyhart can make a recommendation and review the impact of those assumptions at the end of the project. This is up to you and how involved you like to be along the way. The last few items illustrate the GASB 75 liability; you know that you are required to report a cost for retirees this year, even for the ones who pay the full premium, and the last illustration puts that together visually.
3. Executive Summary and GASB Disclosures, Pages 3-8 – These pages show the numbers which will need to be reported in your financial statements. I would have a conference call with you at the end of the project to explain these in as much detail as desired.
4. Certification, Pages 1-2 – These pages address our qualifications and general methods used.

I like to send a sample report because most people find our report easy to follow compared to other reports. We also include some exhibits, such as the Discount Rate Discussion found on page 11, which make it easy to see what is happening overall.

Most likely the other vender you are requesting information from is a very small company, with maybe one or two actuaries working on the case. One advantage Nyhart offers over smaller firms is that we have more actuaries assigned to the case. This means that we are able to have a second person review each step of the process, and also that we are able to make adjustments within our assigned team, if needed, in order to meet your deadline. We have experience with several counties in Minnesota, but we also have clients across the nation, which allows for input from different

auditors regarding the implementation of GASB 75. In the end, you can be assured that you are receiving a high quality report.

Based on our conversation yesterday, we are proposing a fee of \$4,300 to complete the full GASB 75 report for the current fiscal year. This full update would need to be repeated every two years. In the interim years, we offer a more limited report. Our understanding is that most auditors will require interim reports under GASB 75, due to the way the discount rate is set, but it is still early in the implementation. These were not always required under GASB 45, the prior accounting standard applicable to retiree healthcare benefits. Assuming you do require an interim-year update, the fee will be \$2,500 next year.

Let me know if you have any questions about this email. Feel free to call if you would like to discuss GASB 75 in more detail, or if you have questions about our actuarial team.

Best regards,

Audra

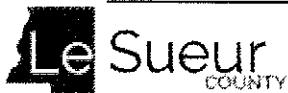


Audra Mardis, ASA, MAAA

📍 8415 Allison Pointe Blvd., Suite 300, Indianapolis, IN 46250
☎ (317) 845-3598
✉ audra.mardis@nyhart.com
🌐 <http://www.nyhart.com/>

From: Westerhouse, Cindy <cwesterhouse@co.le-sueur.mn.us>
Sent: Tuesday, May 08, 2018 4:25 PM
To: Mardis, Audra <audra.mardis@nyhart.com>
Subject: Contact information

Cindy Westerhouse, MA, HRM
Human Resources Director
Le Sueur County
88 S Park Ave
Le Center, MN 56057
Telephone: 507-357-8517
Fax: 507-357-8607
Email: cwesterhouse@co.le-sueur.mn.us





Specializing in Actuarial Retirement Plan Services

May 21, 2018

**ACTUARIAL SERVICES
GASB STATEMENT 75
Le Sueur County**

Hildi Incorporated
11800 Singletree Lane, Suite 305
Minneapolis, MN 55344

P 952.934.5554
F 952.934.3027
E jill.urdahl@hildiinc.com
www.hildiinc.com

Primary Contact: Jill M. Urdahl, FSA

Hildi Inc.

www.hildiinc.com



Specializing in Actuarial Retirement Plan Services

May 21, 2018

Ms. Cindy Westerhouse
Human Resources Director
Le Sueur County
88 South Park Avenue
Le Center, MN 56057

Dear Cindy and Le Sueur County:

Thank you for the opportunity to work with you on actuarial services for Le Sueur County. We look forward to developing a valued business partnership with you on the subject of Other Post-Employment Benefits. The enclosed booklet will cover the scope of services and highlight the strengths of the actuarial firm, Hildi Incorporated.

Qualified Actuaries

First and foremost, we would like to stress that your business is important to Hildi Incorporated. The history of our firm is spelled out in the “About Hildi Incorporated” section of this proposal. The consultants at Hildi Incorporated are seasoned actuarial consultants specializing in the health and welfare and pension fields. All actuaries who will be working on your account are credentialed actuaries – either Fellows of the Society of Actuaries (FSA) or Associates of the Society of Actuaries (ASA.) Becoming an FSA or ASA entails years of studying and exam taking while competing for passing marks against other top candidates throughout the country. Other practicing actuaries have never completed the entire course of actuarial study, but all actuaries at Hildi Inc. have. Please see our Biographies and Resumes included in the Appendix section.

Experienced Actuaries and Responsive Service

Second, at Hildi Incorporated, we monitor our workflow and capacity levels in order to be the most responsive to the client projects that we take on. Hildi Incorporated has made the commitment to specialize in actuarial work for public entities under GASB Statements 67, 68, 73, 74 and 75. The consultants at Hildi Incorporated have recently been working with cities, counties, school districts, and other public entities all over the country on OPEBs and with large corporations since the early 1990s on post-employment health and welfare benefits and actuarial valuations under ASC 715-60.

Hildi Incorporated

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Specializing in Actuarial Retirement Plan Services

Consistency

At Hildi Incorporated, we have the distinct advantage of being able to provide our clients with a consistent actuarial team from one year to the next. This is due to the fact that you will be working directly with the business owners. We are committed to our profession and our firm. Therefore, you will not have to worry about your investment in our firm, as our knowledge of Le Sueur County's benefits and OPEB strategies will be consistently applied.

Full array of actuarial services and network of related professionals

Finally, Hildi Incorporated will be able to furnish Le Sueur County with any actuarial services that may be requested in the future. Hildi Incorporated has established a network of professionals that are all working with the requirements under the GASB Statements, including legal, trust, and funding vehicle services.

Female-Owned Business

We are a female-owned business in the state of Minnesota.

Thank you again for this opportunity. Please call with any questions that you may have. We look forward to working with you.

Sincerely,

A handwritten signature in grey ink that reads "Jill Urdahl".

Jill M. Urdahl, FSA
President/Consulting Actuary

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About Hildi Incorporated

Thank you for taking the time to learn more about Hildi Incorporated.

At Hildi Incorporated, our goal is to be your valued, trusted consulting partner in the world of actuarial retirement plan and Other Post-Employment benefit services.

Hildi Incorporated believes in providing the highest quality consulting along with the most competitive fees in the marketplace. Customer service and satisfaction is our most important goal.

Hildi Incorporated was established in October of 2004 as a Midwestern actuarial consulting firm. The structure for Hildi Incorporated is an S-Corporation in Minnesota. State and Federal Tax ID numbers can be provided on request. Hildi Incorporated has no parent or subsidiary organizations.

The name "Hildi" has meaning in Norse mythology and is the founder's nickname. The Hildi Inc. logo (the item that looks somewhat like a check mark or a music note) is the symbol from the founder's ancestral family farm in Selbu, Norway.

Hildi Incorporated consists of benefits consultants and actuaries who have many years of real world experience and are recognized leaders in their fields. Please see the section on the Actuarial Consultants at Hildi Incorporated, along with our attached biographies and resumes in the Appendix.

Hildi Incorporated Qualifications and Experience

Professional Experience Highlights

Hildi Inc. serves as the actuarial consultants for over 400 public entities.

Counties and Cities

- Actuarial Valuations and Plan Design work for Other Post-Employment benefits (OPEBs.)

School Districts

- Actuarial Valuations and Plan Design work for Other Post-Employment benefits (OPEBs.)

Public Pension Plans (Police and Fire Funds)

- Actuarial Valuations and Plan Design work for Pensions under GASB 67 and 68.

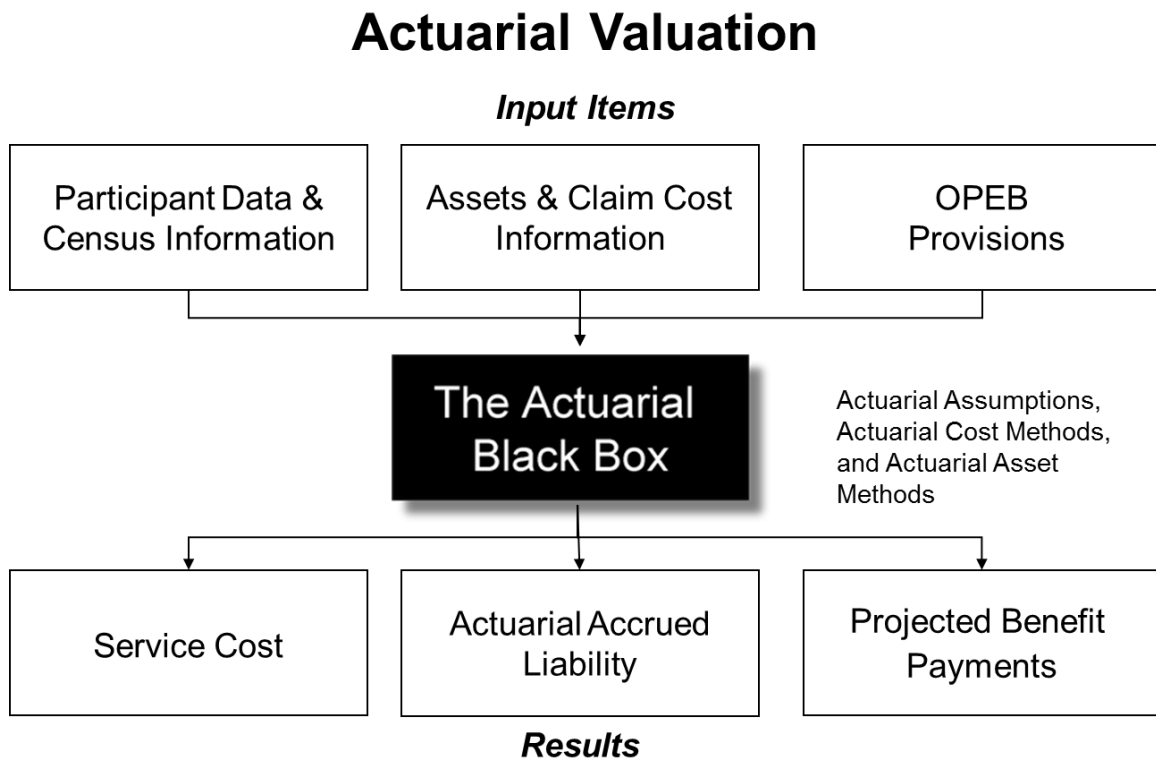
Hildi Inc. serves as the actuarial consultants for hundreds of corporations and private businesses. We have highlighted one of our largest corporate clients here.

Bemis Company, Inc. (Current Client – 15,000+ employees)

- Total actuarial consulting relationship with projects covering everything from Actuarial Valuations for two defined benefit plans to all the FAS No. 87, 88, and 132 accounting requirements.
- Actuarial Valuations on all post retirement medical, dental, and life plans including all accounting work under FAS No. 106.
- Additional work performed on non-qualified retirement plans and asset/liability modeling projections.

The Actuarial Valuation Process

This exhibit shows the valuation process. Once you provide us with the Input Items, noted below, then we can complete the actuarial calculations and prepare your results in our actuarial report.



Actuarial Assumptions

The actuary and client jointly select a proposed set of *actuarial assumptions* to be used in the valuation. Hildi Inc. discusses the proposed assumptions with our clients at an early stage in the project; not all actuaries will do this. We welcome the client's input in the selection process, and it's important to remember that the earlier a client questions an assumption, the less work it is for the actuary to make the required changes to the valuation.

Sample Data Request

Data format: Preferred delivery by computer CD, disk, or email.
Data in Excel spreadsheets is preferred.

General List of items needed to perform a post-employment benefits Actuarial Valuation

- Employee/Participant Data
- Medical and Dental Employee Premium/Contribution information
- Employee Group Contracts
- Plan Asset information
- Retiree Communications or any OPEB communications

Specific List of items needed for Employee/Participant Data

Active Employees — one row of data per participant, please

- Employee ID or Social Security Number
- Gender
- Date of Birth (MMDDYYYY)
- Date of Hire (MMDDYYYY)
- Pre-Calculated Service Field
- Contract Group
- Current Salary
 - please include the definition of Salary that is being used in the benefits being valued
- Health Plan Code
- Health Plan Coverage Code (none, single, family)

Retired Employees — one row of data per participant, please

- Employee ID or Social Security Number
- Gender
- Date of Birth (MMDDYYYY)
- Date of Retirement (MMDDYYYY)
- Contract Group
- **Separate information will be needed for Medical and Dental below, if both are provided**
- Annual Employer Paid Health Benefits, if any
- Remaining Employer Paid Health Benefits Balance
- Date Employer Paid Benefits Start (MMDDYYYY)
- Date Employer Paid Benefits End (MMDDYYYY)
- Monthly Retiree Contribution for Health Premiums
- Health Plan Code
- Health Plan Coverage Code (none, single, family)

Sample Data Request, *continued*

Other Health Plan Information

Retiree Rates and Retiree Participant Contributions (Medical and Dental) for the current and the past three years — split by active, Pre and Post-65.

Employee Group Contracts and/or Summary Plan Descriptions for all health care benefits, split by active, Pre-65 and Post-65, if plan designs are different. Identify plan changes over the last three years and for the current year.

Retiree Medical Plan Document — including eligibility requirements.

Underwriting Exhibits for the current and past two years for Actives, Pre-65 Retirees, and Post-65 Retirees.

Medicare Part D direction/decision.

Employee premium information for the Post Retirement Life Insurance Plan.

Plan Asset Information

Funding Vehicle materials to be used for the OPEBs, if any.

Fee Proposal and Timeline

This fee proposal assumes that Le Sueur County has approximately 190 Plan Members with Implicit Rate Subsidy and Direct Subsidized Other Post-employment Benefits (OPEBs).

GASB Statement No. 75 (OPEBs) says that plans must perform an actuarial valuation at least once every two years.

Upon receipt of all data needed for the project (see the Data Request), the actuarial valuation results can be prepared **within six to eight weeks**. Any additional information requested (for example, changes in plan design, actuarial cost projections) could possibly extend this timeline.

Basic Actuarial Valuation Fees

	2018 Fiscal Year	2019 Fiscal Year
GASB 75	\$2,400	January 1, 2018 actuarial valuation to be used as base results in developing the GASB 75 disclosures for the year ending December 31, 2019. Approximately \$800

These Basic Actuarial Fees include the following:

- Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.
- A results meeting by conference call to discuss the results.
- An Actuarial Report including all information required by the GASB Statements. Hildi Inc. will provide an electronic copy and three hard copies.
- Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.

The Basic Actuarial Fees are also based on the receipt of clean participant data in the format requested from the Hildi Inc. data request packet.

Fees for Additional Actuarial Services

Description	Fee
Auditor Requests	Based on Hourly Rates
Attendance at Meetings	Based on Hourly Rates
Contract Proposals	To be agreed upon after determination of scope

Hourly Rates for Additional Services

Description	Hourly Rate
Strategic Actuarial Consulting and Meeting time	\$300
Actuarial Calculations	\$120 - \$275
Data and Administrative work	\$100 – \$200

Travel and lodging expenses are not included in the basic fee and will be invoiced separately, if requested.

References

Name: New Prague Area Schools
Address: 410 Central Avenue North, New Prague, MN 56071
Contact: Sandy Linn, Director of Business Services
Telephone: 952-758-1702

Name: Le Sueur-Henderson Public Schools
Address: 115½ North 5th Street, Le Sueur, MN 56058
Contact: Ky Battern, Business Manager
Telephone: 507-665-4603

Name: Nicollet County
Address: 501 South Minnesota Avenue, St. Peter, MN 56082
Contact: Heather McCormick, Finance Director
Telephone: 507-934-7813

Name: Sibley County
Address: 400 Court Avenue, Gaylord, MN 55334
Contact: Marilee Peterson, Auditor
Telephone: 507-237-4070

Appendix

Hildi Incorporated

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Biographies/Resumes

Jill M. Urdahl, FSA, EA, MAAA

Retirement and Other Post-Employment Benefits (OPEB) Consultant and Actuary

Over the past 28 years, Jill has been a retirement actuary and consultant. She has worked with all sized employers, both public and private, to develop their retirement and OPEB strategies. Specific areas of focus include plan design, funding and financing, and administration services. In addition, Jill has experience with present value calculations for marital dissolutions.

Jill worked for two international consulting firms for over 14 years in various capacities, including principal actuary, managing supervisor, region recruiting lead, and Society of Actuaries exam committee member.

Jill is a Fellow of the Society of Actuaries (FSA), Enrolled Actuary (EA), and a Member of the American Academy of Actuaries (MAAA.) She attended Gustavus Adolphus College in St. Peter, MN, where she earned a B.A. degree in Mathematics with a Music Minor and graduated Magna Cum Laude with Phi Beta Kappa status.

Jill's leadership and experience in the area of actuarial work under GASB 75

Jill is a member of Government Finance Officers Association (GFOA), Minnesota Association of School Business Officials (MASBO/ASBO), and Wisconsin Association of School Business Officials (WASBO).

Jill was the featured speaker on GASB topics at the following conferences/conventions:

- MN Office of the State Auditor Training (2017)
- MN CPA School Districts Audit Conference (2017 and 2018)
- MN Inter-County Association (2017)
- Northwest Regional WASBO Fall Meeting in Rice Lake, WI (2016)
- MASBO Spring Conference in Breezy Point, MN (2006, 2007, 2013, 2016)
- MASBO Fall Conference in Minneapolis, MN (2015)
- MASBO Winter Conference in Minneapolis, MN (2006, 2008, 2013, 2018)
- International Foundation of Employee Benefit Plans Conferences in Anaheim, CA and Savannah, GA (2007, 2008)
- Conference of Consulting Actuaries Meetings in Rancho Mirage, CA, and San Antonio, TX (2006, 2007)
- ASBO International conference in Boston, MA and Pittsburgh, PA (2005, 2006)
- WASBO convention in Milwaukee, WI (2006)
- Minnesota GFOA convention in Alexandria, MN (2005)

Jill M. Urdahl meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion for any GASB 67, 68, 73, 74, or 75 project.

Jill M. Urdahl, FSA, EA, MAAA

Professional Experience

Hildi Incorporated — Minneapolis, MN (2005 – Present)

Actuarial Consultant

- Annual actuarial valuations/reporting
- Benefit Calculations
- GASB 67, 68, 73, 74, & 75
- FASB 87 and FASB 106
- VEBA's
- Plan Design & Non-discrimination Testing
- Asset-Liability Modeling
- Present Value Services & QDRO's

Mercer — Minneapolis, MN (1994 – 2003)

Actuarial Principal

- Annual actuarial valuations/reporting
- Benefit Calculations
- FASB 87 and FASB 106
- VEBA's
- Plan Design & Non-discrimination Testing
- Asset-Liability Modeling
- Retirement Seminar Speaker
- Qualified Domestic Relations Orders (QDRO's)

Hewitt Associates — Lincolnshire, IL (1989 – 1994)

Actuarial Consultant

- Annual actuarial valuations/reporting
- Benefit Calculations
- FASB 87 and FASB 106
- VEBA's
- Non-discrimination Testing
- Asset-Liability Modeling

Additional professional activities

Exam Committee Member for the Society of Actuaries
MASBO, WASBO, and Minnesota GFOA speaker on GASB topics
ASBO International speaker on GASB topics

Professional credentials

Fellow, Society of Actuaries (FSA)
Enrolled Actuary (EA)
Member of the American Academy of Actuaries (MAAA)

Education

Gustavus Adolphus College — St. Peter, MN (1985 – 1989)
Mathematics Major, Music Minor
Graduated Phi Beta Kappa and Magna Cum Laude

References

Available upon request

Anthony L. Urdahl, FSA, EA, MAAA

Retirement and Other Post-Employment Benefits (OPEB) Consultant and Actuary

Over the past 29 years, Tony has been a retirement actuary and consultant. He has worked with all sized employers, both public and private, to develop their retirement and OPEB strategies. Specific areas of focus include plan design, funding and financing, and administration services.

Tony worked for three international consulting firms for over 17 years in various capacities, including lead retirement actuary, senior resource actuary, and Society of Actuaries exam committee member.

Tony is a Fellow of the Society of Actuaries (FSA), Enrolled Actuary (EA), and a Member of the American Academy of Actuaries (MAAA). He attended Concordia College in Moorhead, MN, where he earned a B.A. degree in Mathematics and Economics. Tony graduated Summa Cum Laude.

Anthony L. Urdahl, FSA, EA, MAAA

Professional Experience

Hildi Incorporated — Minneapolis, MN (2006 to Present)

Actuarial Consultant

- Annual actuarial valuations/reporting
- Benefit Calculations
- FASB 87/106, GASB 16/68/73/75
- VEBAs
- Plan Design & Non-discrimination Testing
- Asset-Liability Modeling
- Present Value Services & QDROs
- Plan Terminations

Watson Wyatt — Minneapolis, MN (1999 – 2006)

Senior Actuarial Consultant

- Annual actuarial valuations/reporting
- Benefit Calculations
- FASB 87/106
- VEBAs
- Plan Design & Non-discrimination Testing
- Asset-Liability Modeling
- Qualified Domestic Relations Orders (QDROs)
- Plan Terminations

Towers Perrin — Minneapolis, MN (1994 – 1999)

Actuarial Consultant

Hewitt Associates — Lincolnshire, IL (1989 – 1994)

Actuarial Consultant

Additional professional activities

Exam Committee Member for the Society of Actuaries

Professional credentials

Fellow, Society of Actuaries (FSA)

Enrolled Actuary (EA)

Member of the American Academy of Actuaries (MAAA)

Education

Concordia College — Moorhead, MN (1985 – 1989)

Mathematics and Economics Major – Summa Cum Laude

Michael J. Born, FSA, EA, CFA, MAAA

Retirement and Other Post-Employment Benefits (OPEB) Consultant and Actuary

Mike is a Fellow of the Society of Actuaries, an Enrolled Actuary, and Member of the American Academy of Actuaries. He is also a CFA Charterholder.

Mike has worked with the retirement and OPEB plans offered by large for-profit and not-for profit corporations. He has extensive experience with the actuarial valuation of retiree health and welfare programs for private employers.

Mike was an actuarial consultant and investment consultant at Towers Watson (formerly Watson Wyatt) for 12 years prior to joining Hildi Inc. in 2013. He was responsible for assisting his clients with actuarial valuations, plan design, plan administration, risk management, and investment strategy & implementation.

Gretchen R. Faul, ASA, EA

Retirement and Other Post-Employment Benefits (OPEB) Consultant and Actuary

Gretchen is an Associate of the Society of Actuaries and an Enrolled Actuary.

Gretchen has actuarial expertise as a retirement actuary and consultant. Her primary experience has been in the public sector with post-employment benefits and in the private sector working with large corporations. She has helped clients with their pension administration and on their pension and OPEB valuations.

Gretchen was an actuarial consultant at Watson Wyatt in Minneapolis before joining Hildi Inc. Gretchen was responsible for technical aspects involved in calculating individual employees' pension benefits and calculating funding and financial results for employers. In addition, Gretchen was a supervisor and training coordinator within the actuarial retirement practice.

Prior to working with Watson Wyatt she worked with Towers Perrin in St. Louis and Minneapolis. While with Towers Perrin she helped several large clients transition to accrual accounting under FAS 106.

Melanie Carlson

Melanie joined Hildi Inc. in 2016 as an actuarial consultant.

Before joining Hildi Inc., Melanie worked for an international consulting firm in Minneapolis for 16 years in various roles within the actuarial and pension administration teams, including project manager, managing supervisor, associate development coordinator, and quality assurance coordinator.

Her primary experience has been working with public entities and corporations with pension and OPEB benefit valuations. Melanie also has extensive actuarial expertise in pension administration of defined benefit plans.

Subcontractor Actuaries working with Hildi Incorporated

Mary Ratelle, FSA, MAAA

Mary is a Fellow of the Society of Actuaries and a Member of the American Academy of Actuaries. Mary performs the claims and premium analysis or peer review for GASB 75 projects at Hildi Inc.

Mary is the founder of Health Risk Strategies, LLC, a certified woman-owned business in Minnesota. Mary has over 30 years of experience in managing the risks of health care plans/insurers, health care providers, and self-funded employers for their medical, prescription drug, dental and vision benefits.

Mary Ratelle meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion for any GASB 75 project.

**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 mean 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
[15741-0031/2674129/1]

of organic matter, under standard laboratory procedures in five days at 20 degrees centigrade expressed in terms of weight and concentration (mg/l).

“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.

[15741-0031/2674129/1]

“Inflow”

Water, other than wastewater, that enters a sewer system (including building drains) from sources such as, but not limited to, roof leaders, cellar drains, yard and area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers, catch basins, surface runoff, street wash waters or drainage.

“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:
West Jefferson Subordinate Service District
Environmental Services Office
Le Sueur County
88 South Park Ave.
Le Center, MN 56057
Direct Dial 507-357-8538

The physical address of the District is:
West Jefferson Subordinate Service District
Environmental Services Office
Le Sueur County
515 South Maple Avenue
Le Center, MN 56057
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

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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.

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:

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

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 and the written consent of the District, allocating among the applicable 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 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

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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.

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:

729.02.02.01 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 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

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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 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, reviewed annually and adjusted as necessary. The User Fees shall be adopted by resolution of the Board, 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 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 within the dwelling. The sewage 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 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 November 1st 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 provide an 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, its 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, its 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. A detailed written statement submitted by the User describing the causes 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
Lance Wetzel, Chairperson
Le Sueur County Board of Commissioners

Date: _____

Date: _____

ORDINANCE AUTHORIZING THE LE SUEUR COUNTY BOARD OF COMMISSIONERS TO REPLACE SUBSURFACE SEWAGE TREATMENT SYSTEMS ON PRIVATELY OWNED PROPERTY AND TO ESTABLISH A LOAN FUND FOR SAID REPLACEMENT.

SECTION 1. AUTHORITY AND SCOPE. This Ordinance is adopted to provide for the creation of a public loan program that assists property owners to finance the site evaluation, design, installation, repair and replacement of subsurface sewage treatment systems on privately owned property pursuant to the authority granted under Minn. Stat. Chapter 115 and Minnesota Administrative Rule, Chapter 7080-7083 and as amended that may pertain to sewage and wastewater treatment and enforcement of standards for subsurface sewage treatment systems as defined in the Le Sueur County Zoning Ordinance.

SECTION 2. DEFINITIONS. Unless specifically stated in this Ordinance, definitions shall be adopted by reference from Minnesota Statute 115 and Minnesota Administrative Rule, Chapters 7080-7083 and as amended as previously adopted by Le Sueur County.

SECTION 3. GENERAL PROVISIONS.

- 3.1 The Le Sueur County Board of Commissioners shall establish a fund to assist property owners to replace residential and commercial subsurface sewage treatment systems in Le Sueur County. At its discretion, the County Board of Commissioners shall make a contribution to the fund.
- 3.2 Subsurface sewage treatment system replacement shall be constructed in accordance with the terms of the Le Sueur County Zoning Ordinance including but not limited to the following provisions:
 - 3.2a. All repairs and improvements made to subsurface sewage treatment systems under this Ordinance shall be performed by a licensed and certified subsurface sewage treatment system professional and shall comply with Minnesota Pollution Control Agency rules adopted pursuant to Minn. Statute, Chapter 115.55, subdivision 3, and other applicable requirements.
- 3.3 Access to the fund is voluntary and shall result in a lien on the benefiting property according to the terms set forth in the Administrative Plan. The Plan may be amended by the Le Sueur County Board of Commissioners.
- 3.4 The property owner has the right to prepay the assessment.
- 3.5 Administration of the Plan shall be the responsibility of the Le Sueur County

Planning and Zoning Administrator. The County Auditor or Finance Director shall be responsible for administration of the lien against the benefiting property.

SECTION 4. SEPARABILITY. If any part of this Ordinance shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision or part thereof.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the date of its passage and publication according to law.

,Chair
Le Sueur County Board of Commissioners

DATE

ATTEST:

County Administrator

SEPTIC UPGRADE LOAN PROGRAM ADMINISTRATION PLAN FOR COMMERCIAL PROPERTIES

Project Description

The Le Sueur County Board of Commissioners has approved an Ordinance establishing a loan fund to assist commercial property owners in replacing subsurface sewage treatment systems (SSTS) in Le Sueur County. This Ordinance permits Le Sueur County to administer loan funds and collect the repayment as a lien against the property in accordance with Minnesota Statute, Chapter 115, as amended.

Eligible Projects

Property must be a commercial property located in Le Sueur County with

- An existing non-compliant SSTS; or
- An existing compliant holding tank adding a soil treatment area to subject property.

The loan program may not be used to facilitate new building construction. Facilitate new building construction includes increasing capacity of a SSTS beyond what is reasonably required to serve existing buildings and lots in existing recorded plats.

Applicant must be the property owner. If it is a Contract For Deed, the Fee Owner shall also sign the application and lien paperwork.

Income Requirement - none.

Terms of the Loan

Amount Eligible – 75% of the design and installation of a conforming SSTS or **\$75,000 maximum**, whichever is less. Applicant may request less than the total cost.

Interest Rate – 5%

Term Length - Loans up to \$25,000 to be repaid within 10 years. Over \$25,000 to be repaid within 15 years.

Administrative Fee - \$500.00 for Recording Fees, Processing Fees, and Mortgage Registry Tax.

Priority of Lien – In accordance with Minnesota Statute, Chapter 115.57, Subdivision 6, “An amount loaned under the program and, assessed against the property shall be a priority lien only against subsequent liens.”

Loan Pre-Approval

Loan pre-approval by the Environmental Services Department is required. To qualify for the loan, the following requirements must be confirmed:

Taxes Current - No delinquent taxes may be owed against the subject property.

Location - The property that the SSTS serves must be located within Le Sueur County.

Eligible Project

Loans will be made available on a first come, first serve basis.

Application:

Must be accompanied by a SSTS contractor's estimate. The administrative fee (***does not include SSTS permit fee***) must be paid at the time of application. The SSTS permit must be purchased and issued prior to construction of the replacement SSTS. No loan will be approved for any work on the SSTS that has been done prior to loan approval.

Revision Date: 5/2018

Final Loan Approval

Is subject to SSTS contractor's invoice and Certificate of Compliance of the SSTS installed in accordance with Minnesota Administrative Rule, Chapters 7080 and/or 7081 and the Le Sueur County Zoning Ordinance.

Installation Requirements

Site evaluation, design, and installation of SSTS must be performed by a state licensed and certified SSTS contractor, with the applicable license for the type of work being performed. Selection of the SSTS contractor is the property owner's choice.

County SSTS permit, review, and approval of SSTS design required prior to any installation activities.

Final site inspections by a County SSTS Inspector required.

Repayment of Lien

Repayment – First payment due with the first half of the property taxes due the first January after construction has been completed. Semi-annual payments with property tax payment thereafter. May be paid in full at any time with no prepayment penalty. Full payment of lien must be made at time of sale or transfer of property.

Funding Source, Disbursement and Longevity

Funding Source - To be allocated from Waste Water Bond.

The County Board of Commissioners will do annual review of the funding allocation use and projected need.

Administrative Fee Disposition -

\$ 46.00 Recording Fee

\$ 0.0023 Mortgage Registry Tax, as amended

Program ends at the resolution of the County Board of Commissioners with any accrued interest to the general fund used to defray the cost of delinquencies or defaults and administrative costs related to the program.

Disbursement -

1. SSTS contractor and/or property owner submits final bill to Environmental Services Department.
2. SSTS contractor submits Record Drawing to Environmental Services Department.
3. Environmental Services Department completes Certificate of Compliance for the SSTS.
4. Environmental Services Department prepares lien documents, has property owner (and Fee Owner if Contract For Deed) sign lien documents, and forwards bill and lien documents to Auditor's Department as authorization to pay SSTS contractor.
5. Environmental Services Department sends notice to property owner (and Fee Owner if Contract For Deed). The notice states the following information:
 - a. The amount to be specially assessed against the property;
 - b. The right of the property owner to repay the entire assessment;
 - c. The public official to whom prepayment must be made;
 - d. The time within which prepayment must be made without the assessment of interest.
 - e. The rate of interest to be accrued if the assessment is not prepaid within the required time period; and
 - f. The period of the assessment.

Administrative Plan Amendment - The Le Sueur County Board of Commissioners, when needed, may
Revision Date: 5/2018

amend the Septic Upgrade Loan Program Administrative Plan.

Revision Date: 5/2018

**SEPTIC UPGRADE LOAN PROGRAM
ADMINISTRATION PLAN FOR RESIDENTIAL PROPERTIES**

Project Description

The Le Sueur County Board of Commissioners has approved an Ordinance establishing a loan fund to assist residential property owners in replacing subsurface sewage treatment systems (SSTS) in Le Sueur County. This Ordinance permits Le Sueur County to administer loan funds and collect the repayment as a lien against the property in accordance with Minnesota Statute, Chapter 115, as amended.

Eligible Projects

Property must be residential property located in Le Sueur County with

- An existing non-compliant SSTS; or
- An existing compliant holding tank connecting to a cluster; or
- An existing compliant holding tank adding a soil treatment area to subject property.

The loan program may not be used to facilitate new building construction. Facilitate new building construction includes increasing capacity of a SSTS beyond what is reasonably required to serve existing buildings and lots in existing recorded plats.

Applicant must be the property owner. If it is a Contract For Deed, the Fee Owner shall also sign the application and lien paperwork.

Income Requirement - none.

Terms of the Loan

Amount Eligible - Limited to not more than the total cost of designing and installing a conforming SSTS to **\$15,000 maximum**. Applicant may request less than the total cost.

Interest Rate – 4%

Term Length - Loans up to \$5,000 to be repaid within 5 years. Over \$5,000 to be repaid within 10 years.

Administrative Fee - \$200.00. For Recording Fees, Processing Fees, and, Mortgage Registry Tax.

Priority of Lien – In accordance with Minnesota Statute, Chapter 115.57, Subdivision. 6, “An amount loaned under the program and, assessed against the property shall be a priority lien only against subsequent liens.”

Loan Pre-Approval

Loan pre-approval by the Environmental Services Department is required. To qualify for the loan, the following requirements must be confirmed:

Taxes Current - No delinquent taxes may be owed against the subject property.

Location - The dwelling that the SSTS serves must be located within Le Sueur County.

Eligible Project

Loans will be made available on a first come, first serve basis.

Application:

Must be accompanied by a SSTS contractor's estimate. The administrative fee (***does not include SSTS permit fee***) must be paid at the time of application. The permit must be purchased and issued prior to construction of the replacement SSTS. No loans will be approved for any work on the SSTS that has been done prior to loan approval.

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Final Loan Approval

Is subject to SSTS contractor's invoice and Certificate of Compliance of the SSTS installed in accordance with Minnesota Administrative Rules, Chapters 7080 and/or 7081 and Le Sueur County Zoning Ordinance.

Installation Requirements

Site evaluation, design, and installation of the SSTS must be performed by a state licensed and certified SSTS contractor, with the applicable license for the type of work being performed. Selection of the SSTS contractor is the property owner's choice.

County SSTS permit, review, and approval of SSTS design required prior to any installation activities.

Final site inspections by a County SSTS Inspector required.

Repayment of Lien

Repayment - First payment due with the first half of the property taxes due the first January after construction has been completed. Semi-annual payments with property tax payment thereafter. May be paid in full at any time with no prepayment penalty. Full payment of lien must be made at time of sale or transfer of property.

Funding Source, Disbursement and Longevity

Source Funding - To be allocated from Waste Water Bond.

The County Board of Commissioners will do annual review of the funding allocation use and projected need.

Administrative Fee Disposition -

\$ 46.00 Recording Fee

\$ 0.0023 Mortgage Registry Tax, as amended

Program ends at the resolution of the County Board of Commissioners with any accrued interest to the general fund used to defray the cost of delinquencies or defaults and administrative costs related to the program.

Disbursement -

1. SSTS contractor and/or property owner submits final bill to Environmental Services Department.
2. SSTS contractor submits Record Drawing to Environmental Services Department.
3. Environmental Services Department completes Certificate of Compliance for the SSTS.
4. Environmental Services Department prepares lien documents, has property owner (and Fee Owner if Contract For Deed) sign lien documents, and forwards bill and lien documents to Auditor's Department as authorization to pay SSTS contractor.
5. Environmental Services Department sends notice to the property owner. The notice states the following information:
 - a. The amount to be specially assessed against the property;
 - b. The right of the property owner to repay the entire assessment;
 - c. The public official to whom prepayment must be made;
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 - e. The rate of interest to be accrued if the assessment is not prepaid within the required time period; and
 - f. The period of the assessment.

Administrative Plan Amendment

The Le Sueur County Board of Commissioners, when needed, may amend the Septic Upgrade Loan Program Administrative Plan.

Revision Date: 5/2018