

**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
COMMISSION CHAMBERS
December 16, 2014**

1. **4:30 p.m. Agenda and Consent Agenda**
RE: December 2, 2014 Minutes and Summary Minutes
2. **4:35 p.m. Claims (10 minutes)**
3. **4:45 p.m. Human Services (30 min)**
4. **5:00 p.m. Open Bids for Hinderscheit Land (5 min)**
5. **5:20 p.m. Cindy Shaughnessy - Medica Agreement, UCare grant (10 minutes)**
6. **5:30 p.m. Pam Simonette (10 min)**
RE: Tax Forfeiture Approval of Values and Sale Date
7. **5:40 p.m. Human Resources (5 minutes)**
8. **5:45 p.m. Fee Changes (10 min)**
9. **5:55 p.m. Chuck Retka (5 min)**
RE: Ney Park Trail
10. **6:00 p.m. Budget Hearing**
11. **6:30 p.m. Darrell Pettis, County Administrator**
RE: Emergency Preparedness Radiological Grant
RE: LRIP Resolutions
RE: CSAH 31 Grant Agreement
RE: Grant Resolution

RE: Tandem Truck

Le Sueur County, MN

Tuesday, December 16, 2014

Board Meeting

Item 1

4:30 p.m. Agenda and Consent Agenda

RE: December 2, 2014 Minutes and Summary Minutes

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting December 2, 2014

The Le Sueur County Board of Commissioners met in regular session on Tuesday, December 2, 2014 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlffing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.

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

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

- Approved the Minutes and Summary Minutes for the November 25, 2014 Meeting

Al Christensen, Tri-County Solid Waste appeared before the Board to discuss the Amended Joint Powers Agreement. Topics also discussed were recycling funds, waste collection results, and recycling contract updates.

On motion by King, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign the Amended Tri-County Joint Powers Agreement.

Cindy Westerhouse, Human Resources Director appeared before the Board with two items for consideration.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the recommendation to hire Kayla Wagner as a full-time GIS Specialist, in the GIS Department, as a Grade 6, Step 1 at \$16.74 per hour, effective December 15, 2014.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to grant regular status to Kari Sowieja, full-time Fiscal Supervisor I in Human Services, effective November 12, 2014.

Justin Lutterman, GIS and Tim Briggs appeared before the Board with a UAV update.

Darrell Pettis County Administrator appeared before the Board to discuss the final 2015 Levy and Budget.

On motion by King, seconded by Wetzel and unanimously approved, the following cases and claims were approved:

Financial: \$ 23,761.42

Soc Serv: \$ 79,413.78

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

Warrant #	Vendor Name	Amount
34014	Bolton & Menk Inc.	\$ 69,305.02
34017	Contech Engineered Solutions LLC	\$ 28,039.74
34040	Minn St. Admin ITG Telecom	\$ 2,840.00
34047	Retka Tiling Inc.	\$ 4,249.55
34050	RT Excavating & Services Inc.	\$ 3,050.00
34051	S.E.H. Inc.	\$ 30,571.54
34052	Selly Excavating Inc.	\$ 40,400.00
34056	S.M.C. Co. Inc.	\$ 6,601.84
34059	Tire Associates Inc.	\$ 6,888.50
34063	US Autoforce	\$ 5,126.69
47 Claims paid less than \$2,000.00:		\$ 18,137.90
10 Claims paid more than \$2,000.00:		\$197,072.88
57 Total all claims paid:		\$215,210.78

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, December 16, 2014 at 4:30 p.m.

ATTEST:

Le Sueur County Administrator

Le Sueur County Chairman

**Summary Minutes of Le Sueur County Board of Commissioners Meeting
December 2, 2014**

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.
- The Le Sueur County Board of Commissioners met in regular session on Tuesday, December 2, 2014 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Brent Christian and Darrell Pettis.
- The Board approved the agenda for the business of the day. (Connolly-Wetzel)
- The Board approved the consent agenda: (King-Gliszinski)
 - Approved the Minutes and Summary Minutes for the November 25, 2014 Meeting
- The Board approved and authorized the Chair to sign the Amended Tri-County Joint Powers Agreement. (King-Connolly)
- The Board approved the recommendation to hire Kayla Wagner as a full-time GIS Specialist, in the GIS Department, as a Grade 6, Step 1 at \$16.74 per hour, effective December 15, 2014. (King-Wetzel)
- The Board approved the recommendation to grant regular status to Kari Sowieja, full-time Fiscal Supervisor I in Human Services, effective November 12, 2014. (Connolly-Gliszinski)
- The following cases and claims were approved: Financial: \$23,761.42 and Soc Serv: \$79,413.78 (King-Wetzel)
- The following claims were approved for payment: (Wetzel-Connolly)

Warrant #	Vendor Name	Amount
34014	Bolton & Menk Inc.	\$ 69,305.02
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47 Claims paid less than \$2,000.00:		\$ 18,137.90
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57 Total all claims paid:		\$215,210.78

- The Board adjourned until Tuesday, December 16, 2014 at 4:30 p.m. (Connolly-King)
- **ATTEST: Le Sueur County Administrator** **Le Sueur County Chairman**

Future Meetings 2014-2015

December 11, 2014	P & Z Meeting at 7:00pm, Environmental Services Bldg.
December 16, 2014	Board Meeting, 4:30pm
December 16, 2014	Budget Hearing, 6:00pm
December 18, 2014	Board of Adjustment Variance Meeting at 3:00pm, Environmental Services Bldg.
December 23, 2014	Board Meeting, 9:00 a.m.
December 24, 2014	Christmas Eve, offices close at 12:30 p.m.
December 25, 2014	Offices closed for Christmas Day
December 30, 2014	No Board Meeting
January 6, 2015	Board Meeting , 9:00 a.m.
January 13, 2015	No Board Meeting
January 20, 2015	Board Meeting, 9:00 a.m.
January 27, 2015	Board Meeting, 9:00 a.m.

Le Sueur County, MN

Tuesday, December 16, 2014

Board Meeting

Item 2

4:35 p.m. Claims (10 minutes)

Staff Contact:

Le Sueur County, MN

Tuesday, December 16, 2014

Board Meeting

Item 3

4:45 p.m. Human Services (30 min)

Staff Contact:



Department of Human Services

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

Human Services Board Agenda December 16th, 2014 @ 4:45 p.m.

100- PRESENTATIONS:

- 110- New Employee Introduction - Alana Adams, Social Worker
- 120- Health Plan Procurement Process
- 130- Drug Court

200- INFORMATIONAL ITEMS:

- 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 - Minnesota Valley Action Council Contract
- 320 - Soil and Water Conservation District Lease (Clubhouse)
- 330 - Commissioner's Warrants

Le Sueur County, MN

Tuesday, December 16, 2014

Board Meeting

Item 4

5:00 p.m. Open Bids for Hinderscheit Land (5 min)

Staff Contact:

Le Sueur County, MN

Tuesday, December 16, 2014

Board Meeting

Item 5

5:20 p.m. Cindy Shaughnessy - Medica Agreement, UCare grant (10 minutes)

Staff Contact:



Public Health
Prevent. Promote. Protect.

LE SUEUR COUNTY PUBLIC HEALTH

88 South Park Avenue
Le Center, MN 56057
Phone (507) 357-8246
Fax (507) 357-4223

Le Sueur County Board of Commissioners Meeting
December 16, 2014

Cindy Shaughnessy, Director

Public Health Agenda

- 1) Request for approval to sign Medica Agreement to provide case management and care coordination services to MSHO/MSCH+ (Minnesota Senior Health Options/Minnesota Senior Care Plus) members beginning January 1, 2015.
 - a. Brent Christian has reviewed the Agreement and has approved
 - b. Copy of the Agreement will be available at the meeting rather than posting as a Non-disclosure Agreement has been signed
- 2) Request for approval to accept a \$25,000 UCare Foundation grant. Grant application and budget (attached) were approved. Grant will be used to purchase laboratory grade vaccine refrigerator and separate freezer; initiate the Healthy Smiles program and provide dental education to low income children.

Le Sueur County Public Health

UCare Foundation Grant Application

Activities:

1.) Le Sueur County Public Health would like to use this opportunity to initiate a health program to help improve access to preventative dental care and education for UCARE members and low income families in our communities. We have identified a lack of local dental providers willing to provide services to the above mentioned individuals. Historically, we were able to bridge this gap by partnering with the Ronald McDonald Dental Mobile, which is no longer able to provide services. We intend to use requested funds to:

a.) Partner with a local, collaborative practice registered dental hygienist, who currently offers dental health education, and preventative services, to individuals who are unable to find local dental care. She is the executive director of 'Healthy Smiles Incorporated', and has established a successful 'Healthy Smiles' Program in several other counties in Minnesota. Services would include an open clinic for screenings, cleanings, education, fluoride treatments, care coordination, and referrals to advanced dental professionals as needed. We also intend to purchase supplies (i.e. toothbrushes, educational materials, etc.) to enhance our education and outreach.

b.) Provide education to low-income children, and children in need of dental instruction, within our county school districts. We intend to offer classes emphasizing the importance of good brushing technique, and the importance of preventative care to reduce the associated risks of poor dental hygiene. We also intend to purchase supplies (i.e. toothbrushes, educational materials, ect.) to enhance our education and outreach.

2.) Le Sueur County Public Health would also like to use this opportunity to help sustain the current vaccine program that we offer, known as the Minnesota Vaccines for Children (MnVFC) program. With this program, we are able to promote preventative health care by offering routine childhood immunizations to individuals aged 0-18 who are: uninsured, on medical assistance (including UCARE), and underinsured. We do not have enough medical providers locally, therefore, we provide access to care for many individuals that need immunizations that are recommended, and required by state law. Unfortunately, the vaccine refrigerator and freezer that we currently utilize will not meet the Minnesota Department of Health recommendations in 2015, as these are changing. We would like to purchase updated units to be able to meet these recommendations, and to continue providing this program to our eligible population.

Carry Out Activities:

Megan Wiyninger, RN/PHN, and Vanessa Holicky, RN/PHN, intend to co-lead the proposed 'Le Sueur County Preventative Health Initiative'. For Activity #1, we intend to partner with Shannon Kruckeberg, Collaborative Practice Registered Dental Hygienist. We intend to have an open clinic at our Public Health Agency once a month. We plan to have our administrative assistant facilitate this initiative through the management of scheduling, and reminders. For Activity #2, we plan to have our vaccine coordinator,

Vanessa Holicky, RN/PHN, continue management of our MnVFC program, and ensure that the vaccine refrigerator and freezer we intend to purchase meets the Minnesota Department of Health standards.

Community Benefit:

We are confident that the proposed 'Le Sueur County Preventative Health Care Initiative' will have a long lasting benefit to our communities, and the individuals that reside here. We are respectfully asking for this funding as a means of starting, and sustaining, health prevention programs that offer convenient access to care. We are aware that UCARE is able to guarantee access to dental care for its members and we are also aware that most medical clinics offer vaccines that are covered by UCARE. Unfortunately, many of our members are not willing to travel the distance to an open and eligible provider, and therefore, forego dental services and immunizations in their entirety. In rural Minnesota, many of the dental providers are not accepting any new UCARE or PMAP clients which forces clients to travel a great distance for an appointment. This is definitely a barrier to dental access for our population. We feel that this initiative will address this barrier, bridge the access to care gap, and improve health inequities in our area. We are confident that by having the funding to establish these programs now, we can develop sustainability in the future through alternative methods of billing and fiscal resources. We are excited to have the opportunity to partner with UCARE, to ensure that we can provide improved access for our clients to local resources and providers.

November 2014

UCare Foundation Project Budget Form

LE SUEUR COUNTY PROJECT BUDGET PROPOSAL

INCOME

<u>Source</u>	<u>Amount</u>
<i>Support</i>	
Government grants	\$
Foundations (UCARE 2014 County Grant)	\$ 25,000.00
Corporations	\$
United Way or other federated campaigns	\$
Individual contributions	\$
Fundraising events and products	\$
Membership income	\$
In-kind support	\$
Investment income	\$
<i>Revenue</i>	
Government contracts	\$
Earned income	\$
Other (specify)	\$
	\$
Total Income	\$

EXPENSES

<u>Item</u>	<u>Amount</u>	<u>%FT/PT</u>
Salaries, wages, and benefits (breakdown by individual position and indicate full- or part-time.)		
Megan Wyingner, RN, PHN	\$948.48	FT
Vanessa Holicky, RN, PHN	\$948.48	FT
Tricia Christensen, Administrative Assistant	\$567.12	FT
Shannon Kruckeberg, Dental Hygienist	\$8,640.00	PT
SUBTOTAL	\$11,104.08	
Consultants and professional fees	\$	
Travel	\$	
Equipment (Minnesota Department of Health approved vaccine refrigerator and freezer)	\$12,000.00	
Supplies (Toothbrushes, educational materials, outreach supplies, ect.)	\$1,500.00	
Printing and copying	\$395.92	
Telephone and fax	\$	
Postage and delivery	\$	
Rent and utilities	\$	
In-kind expenses	\$	
Depreciation	\$	
Other (specify)	\$	
	\$	
Total Expense	\$25,000.00	
Difference (Income less Expense)	\$0	

Le Sueur County, MN

Tuesday, December 16, 2014

Board Meeting

Item 6

5:30 p.m. Pam Simonette (10 min)

RE: Tax Forfeiture Approval of Values and Sale Date

Staff Contact:

On motion by _____, seconded by _____, and unanimously approved, the following resolution was adopted: The Le Sueur County Board of Commissioners, hereby appraises the following non-conservation classified tax forfeited lands to be sold at public sale, on January 13, 2015. Those appraisals are as follows:

PARCEL	TWP OR CITY SUBDIVISION	LOT/BLOCK	APPRAISED VALUE
KASOTA TOWNSHIP			
05.715.0080	Rued Subdivision	Outlot B	\$ 500
08.715.0090	Rued Subdivision	Outlot C	\$ 500
LE SUEUR CITY			
21.453.0360	Cedar Ridge Trails 1 st Addn	Lot 3, Block 7	\$ 10,000
21.453.0370	Cedar Ridge Trails 1 st Addn	Lot 4, Block 7	\$ 10,000
21.454.0050	Cedar Ridge Trails 1 st Addn	Lot 1, Block 3	\$ 20,000
21.800.0085	City of Le Sueur	That part of Lot 7, Comm at SW Cor of Blk 2, th NE 200.07 ft, SE'ly 125.40 ft to pt of beg, th SE 114.60 ft to E line of W 99 ft of lot 7, th S 50.81 ft, NW 112.52 ft to W line of lot 7, N 55.05 ft to beg.	\$ 500
NEW PRAGUE CITY			
23.003.0100	Kabes Addn	78 X 89.5 ft of NW ¼ lying between narrow street and block 12	\$ 75,000
WATERVILLE CITY			
24.510.0560	City of Waterville	Lot 4, Block 10	\$ 50,000

Le Sueur County, MN

Tuesday, December 16, 2014

Board Meeting

Item 7

5:40 p.m. Human Resources (5 minutes)

Staff Contact:



Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

Telephone: 507-357-8517 • Fax: 507-357-8607

Cindy Westerhouse – Human Resources Director

HUMAN RESOURCES AGENDA ITEMS December 16, 2014

Recommendation to hire Tucker Kinniry as a part time Jailer/Dispatcher, in the Sheriff's Department, as a Grade 6, Step 1 at \$16.74 per hour, effective January 5, 2015.

Recommendation to post for three full time Sheriff Administrative Assistants, in the Sheriff's Office, as a Grade 6, Step 1 at \$16.74 per hour.

Equal Opportunity Employer

Le Sueur County, MN

Tuesday, December 16, 2014

Board Meeting

Item 8

5:45 p.m. Fee Changes (10 min)

Staff Contact:

Proposed Fee Changes 2015

	Proposed Fee	Current Fee
Recorder		
Fax and Email	(fax or email) \$5	(fax only) \$5
Environmental Services		
Solid Waste Assessment Fee	\$15	\$10

Proposed Rate Schedule Solid Waste Assessment Fee

Commercial Property		Per Unit
Value	\$0-\$1,000,000	3
Value	\$1,000,001, and over	7.5
Apartments		1
Schools		5
Government		0.5
Hospitals and Nursing Home		28
Nursing Home (Tax Exempt)		0.5
Churches and Halls		0.5
Dwellings - homestead and seasonal recreational		1
Resort and Campgrounds		
Sites	0-100	0.25
Sites	101 and over	0.33

Existing Rate Schedule Solid Waste Assessment Fee (Since 1994)

Commercial		Per Unit
Value	\$0-\$100,000	1.5
Value	\$100,001-\$250,000	3
Value	\$250,001-\$500,000	4.5
Value	\$500,001-\$1,000,000	6
Value	\$1,000,001 and Over	7.5
Hotels (# rooms)		0.25
Apartments		1
Schools		5.5
Government		1.5
Hospitals and Nursing Home		28.5
Nursing Home (Tax Exempt)		0.5
Churches		1
Dwellings	Residential Homestead	1
	Ag. Homes	1
	Seasonal Recreational	0.75
Resorts - # cabins		0.25
Special (2 Housing Units) #		1

Le Sueur County, MN

Tuesday, December 16, 2014

Board Meeting

Item 9

5:55 p.m. Chuck Retka (5 min)

RE: Ney Park Trail

Staff Contact:

Le Sueur County, MN

Tuesday, December 16, 2014

Board Meeting

Item 10

6:00 p.m. Budget Hearing

Staff Contact:

Notice of Proposed Total Budget and Property Taxes

The Le Sueur County Board of Commissioners will hold a public hearing on its budget and on the amount of property taxes it is proposing to collect to pay for the costs of services the County will provide in 2015.

SPENDING: The total budget amounts below compare the county's 2014 actual budget with the amount the county proposes to spend in 2015.

<u>2014 Total Actual Budget</u>	<u>Proposed 2015 Budget</u>	<u>Change from 2014-2015</u>
31,472,755	46,473,935	47.6%

TAXES: The property tax amounts below compare that portion of the current budget levied in property taxes in the County of Le Sueur for 2014 with the property taxes the County proposes to collect in 2015.

<u>2014 Property Taxes</u>	<u>Proposed 2015 Property Taxes</u>	<u>Change from 2014-2015</u>
15,242,378	16,077,551	5.5%

LOCAL TAX RATE COMPARISON: The following compares the county's current local tax rate, the county's tax rate for 2015 if no tax levy increase is adopted, and the county's proposed tax rate for 2015.

<u>2014 Tax Rate</u>	<u>2015 Tax Rate If No Levy Increase</u>	<u>2015 Proposed Tax Rate</u>
45.4330	44.2377	46.6616

2015 FINAL LEVY

<u>FUND</u>	<u>TAXES</u>	<u>PROGRAM AID</u>	<u>TOTAL</u>
Revenue	8,320,336	509,742	7,810,594
Road & Bridge	3,091,841	509,743	2,582,098
SS & PA	2,573,655		2,573,655
PA & GA	1,064,573		1,064,573
Fair	26,331		26,331
Building	180,000		180,000
Extension Services	180,698		180,698
Park	205,078		205,078
Bonded Indebtedness	1,423,330		1,423,330
Victim Witness	31,194		31,194
TOTAL	17,097,036	1,019,485	16,077,551

2015 FINAL LEVY \$ 16,077,551

2014 FINAL LEVY \$ 15,242,378

INCREASE IN LEVY \$ 835,173

INCREASE OF 5.5%

**FINAL 2015
RECAP OF
LE SUEUR
COUNTY
EXPENDITURES**

FUND	TAXES	OTHER REVENUES	USE OF FUND BALANCE	TOTAL
REVENUE	8,320,336	3,746,155	13,000	12,079,491
ROAD & BRIDGE	3,091,841	21,267,572		24,359,413
SS & PA	2,573,655	2,004,031	193,441	4,771,127
PA & GA	1,064,573	1,150,040	-468	2,214,145
FAIR (600)	26,331			26,331
BUILDING (111)	180,000			180,000
EXT SERVICES (601)	180,698	4,475		185,173
PARK (525)	205,078	45,786		250,864
BONDED INDEBT	1,423,330		-78,000	1,345,330
ENV SERVICES	0	851,753	128,114	979,867
VICTIM WITNESS	31,194	51,000		82,194
TOTAL	17,097,036	29,120,812	256,087	46,473,935

2015 Budgets -- Final

Department	Revenue	Expenditures	Levy \$ Needed
001 – Commissioners	15,120	296,023	280,903
011 – District Court	6,800	47,150	40,350
019 – Law Library **	15,000	28,000	13,000
020 - Drug Court	0	112,581	112,581
039 – Land Rec Dept	69,200	209,333	140,133
040 – Finance	32,500	111,905	79,405
041 – License Bureau	109,640	116,221	6,581
043 – Machine Room	10,200	194,650	184,450
044 – Auditor/Treasurer	12,950	486,915	473,965
045 – Assessor	6,200	528,518	522,318
046 – Gen Govt	935,015	342,883	-592,132
047 – Remonumentation	0	33,100	33,100
049 - Human Resources	30	182,461	182,431
060 – Data Processing	0	574,083	574,083
061 – Election	725	17,200	16,475
062 – County Administrator	0	196,818	196,818
090 – Co Attorney	0	667,994	667,994
091 – Co Attorney Cont	0	7,500	7,500
100 – Co Recorder	195,000	292,490	97,490
101- Rec Tech Fund	62,000	51,000	-11,000
110 – Maintenance	80,000	396,005	316,005
120 – Veterans Service	2,500	250,229	247,729
122 – Planning & Zoning	89,000	315,200	226,200
123 – HRA	0	10,325	10,325
124 – Public Health	1,587,641	2,012,352	424,711
126 – Sr Citizens	0	47,000	47,000
127 – Forfeit Tax	2,250	9,500	7,250
129 - German/Jefferson	0	20,000	20,000
200 – Law Enforcement	214,000	1,836,857	1,622,857
201 – Crim Inv	0	344,502	344,502
202 – B & W	12,000	39,313	27,313
203 – Sheriff Cont #2	2,000	0	-2,000
204 – Sheriff Cont #1	0	2,000	2,000
205 – Coroner	0	34,600	34,600
208 – E911 County	2,000	22,347	22,347
209 – Tobacco Compl	2,500	0	-2,500
210 – Snowmobile Safety	3,963	3,324	-639
212 – E911 State	104,305	61,000	-43,305
214 – OHV/ATV	5,901	5,901	0
250 – Jail	38,000	1,477,853	1,439,853
251 – Probation	73,350	378,398	305,048
280 – Emergency Mgmnt	23,859	82,530	58,671
602- SWCD	32,506	221,557	189,051
603 – Ag Inspector	0	11,873	11,873
** use reserves			
TOTAL	3,746,155	12,079,491	8,335,336

Department	Revenue	Expenditures	Levy \$ Needed
300 – R & B – Adm	13,797,997	441,319	-13,356,678
301 – R & B –Const	0	19,469,300	19,469,300
302 – R & B – Maint	0	3,037,239	3,037,239
303 – R & B – Shop	0	847,880	847,880
304 – R & B - Bonds	7,469,575	563,675	-6,905,900
TOTAL	21,267,572	24,359,413	3,091,841
043 – Machine Room(Reserves)	17,500	17,500	0
425 – Community Health(Res)	143,621	153,358	9,737
426 – SCORE	105,986	105,986	0
427 – Solid Waste (Reserves)	151,000	186,444	35,444
428 – Water Planning (Levy)	55,406	97,550	42,144
433 - Lake Washington CWP II (Reserves)	0	7,735	7,735
435 - Volney CWP Phase II (Reserves)	0	83	83
436 – Feedlot Grant (Reserves)	45,310	45,310	0
438 – ISTS(Reserves)	18,600	18,600	0
440 – State Shoreland Grt(Res)	4,918	4,918	0
442 - German/Jefferson CWP#4(Reserv)	0	971	971
443 – Wastewater Bd 2006B	1,200	1,200	0
450 - LCCMR So MN Lake(Reserves)	300,000	300,000	0
451 - Germ/Jefferson Feasibility(Res)	0	32,000	32,000
452 - LSC Lower MN Proj(Reserves)	8,212	8,212	0
TOTAL	851,753	979,867	128,114
Fund 30 – B & I Dept 971	0	1,345,330	1,423,330
Fund 40 – Cap Imp			
Fund 02 - Victim Witness	51,000	82,194	31,194
111- Building	0	180,000	180,000
525 – Park	45,786	250,864	205,078
600 – County Fair	0	26,331	26,331
601 – Ext Services	4,475	185,173	180,698

**Le Sueur County
Department of Human Services
Budget and Levy Hearing Fact Sheet
2015 Budget**

The state and federal government mandate all services provided through the Le Sueur County Department of Human Services.

\$ 3,839,445 in county property tax funds is being levied for 2015 to administer financial assistance, child support, social services and mental health services. The overall service value for human services is \$46,348,373 with approximately 8.2% of the cost from county property tax funds. In 2013, Le Sueur County was ranked the 14th lowest in spending per capita in overall Human Services Spending in the State of Minnesota.

Services provided under the Le Sueur County Department of Human Services include:

I. Financial Assistance Programs

- Medical Assistance

- ❖ An average of 2525 cases per month (=4316 persons)

Cash Assistance programs which includes:

- Minnesota Family Investment Program, Diversionary Work Program and Work Benefit

- ❖ An average of 92 MFIP (= 240 persons), 15 DWP (=49 persons) cases per month and 15 WB (=39 persons)

- General Assistance

- ❖ An average of 61 (=62 persons) GA individuals per month

- Minnesota Supplemental Assistance for individuals who are disabled or elderly

- ❖ An average of 63 (=63 persons) MSA cases per month

- ❖ Food Support

- ❖ An average of 766 (=1731 persons: 934 adults; 797 children) Food Support cases per month

- ❖ Group Residential Housing

- ❖ An average of 113 (=113 persons) cases per month

II. Child Support Services for individuals who are receiving public assistance services and individuals who request assistance in obtaining their child support.

- 1,061 -- public and non-public assistance caseload with \$3,724,449 collected in support to children and families served.

III. Family Services include the following services within three teams serving children, families and adults:

>Social Services Team:

- ❑ case management services for the developmentally disabled, includes community based residential and training programs for developmentally delayed individuals living in the community. Case numbers range from 184 to 198 active cases per month.
- ❑ licensing services for family child care homes and foster homes. 91 active child daycare home licenses and 31 foster care homes.
- ❑ vulnerable adult services, ranges from 15 to 20 active cases per month.
- ❑ child care fund, ranges from 46 to 50 active cases per month.

>Behavioral Health Team:

- Individual, couple, family and group counseling services to adults and children. An average of 200 cases with 15 – 20 new referrals per month.
- Psychiatric and medication management services to adults and children referred by medical and mental health professionals. Clients referred to the South Central Community Based Initiative Psychiatric HUB in Mankato and via ITV appointments.
- Serious and persistent mentally ill adults - Case Management and Community Support services to an average of 135 consumers.
- Chemical Dependency Rule 25 Assessment services to adults and adolescents referred by Human Services and Court Services. Average 67 (up from 62) ongoing case management and assessments every month in 2014.
- 24-hour, on-call psychological emergency services 27 calls for 1,251 minutes (20.85 hours) through November, 2014.
- Community Based Initiative Services Serve 112 clients through community support and resource center activities.

>Child Services Team:

- ❖ Child protection and child welfare: Case management services, includes in-home therapeutic services, averaged about 32 cases open on any given month in 2014.
- ❖ Severely emotionally disturbed children: Children's Mental Health case management and Family Community Support services are provided to an average of 64 children and their families each month in 2014.
- ❖ Out of Home Placement: This is a sub service of Child Protection, Children's Mental Health, and Probation services. Human Services averaged 19 youth in placement per month (up from 15) and correctional placements also increased with an average of 13 per month (up from 12).
- ❖ School-liaison social work services and Truancy Prevention: Social Worker receives referrals from school social workers and personnel to provide case management services to children and their families in grades K - 6th and 7th - 9th, for education, truancy prevention and early identification and intervention of risk factors to address prior to becoming a larger concern. There was an average of 29 Cases (up from 21) cases in 2014.
- ❖ Parent Support Outreach: For families where a there are reported risk factors for child wellbeing, but the reports do not reach Child Protection Maltreatment levels, the state of MN has funded a grant to serve families on a voluntary basis. The worker makes contact with families to engage them and then try to reduce those identified risk factors that may become Child Protection issues if they were left unaddressed. This program started in July of 2013 and continues through all of 2014. The Agency averaged about one (1) case per month.
- ❖ Family service collaborative services: A bi-lingual Outreach Worker funded by the Collaborative averages 149 contacts per month for 2014. She serves as translator and interpreter for Public Health (WIC, In-home Visitor, and other programs), Income Maintenance, Child and Adult services, the local school districts, local police and sheriff's department, Migrant workers, and walk-in services for ESL and Spanish speakers. She also serves as an outreach worker through Salvation Army, MAC & NAP; Extension's Nutrition Program, Coordinating customers for the Dental Bus, and helping at area food shelf as necessary.

Le Sueur County Road and Bridge Department
Proposed FY 2015 Budget

EXPENDITURES

<u>Estimated Construction Expenditures</u>	<u>2015</u>
HSIP Signing and Lighting	\$ 345,480.00
CSAH 14 - Herbert St to West Limit	\$ 100,000.00
CSAH 14 - West Lim to CSAH 6	\$ 150,000.00
County Wide Seal Coat	\$ 500,000.00
CSAH 28 - Bit Rehab	\$ 2,000,000.00
CR 104 - Bituminous Overlay	\$ 400,000.00
CSAH 3 - Street Reconstruction	\$ 5,385,000.00
CR 107 - Bituminous Overlay	\$ 400,000.00
CSAH 28 - TH 169 Intersection	\$ 2,340,000.00
CSAH 23 - Reconstruct	\$ 5,000,000.00
CSAH 11 Peat Slough	\$ 350,000.00
CSAH 33 - Replace Bridge 92723	\$ 188,043.00
CSAH 52 - Replace Bridge # 4458	\$ 252,239.00
CSAH 7 - Replace Bridge # 7297	\$ 250,000.00
State Aid Bonding Costs (Principal + Interest)	\$ 563,675.00
Right of Way	\$ 150,000.00
Subtotal of Construction Expenditures	\$ 18,374,437.00
 <u>Estimated Operational Expenditures</u>	 <u>2015</u>
Labor (inc. Overtime, SS, PERA, & Benefits)	\$ 1,812,246.17
Administration Expenses (Tele., Office Supplies, Furniture)	\$ 29,500.00
Construction Expenses	\$ 3,500.00
Maintenance Expenses	\$ 12,500.00
Shop Expenses	\$ 500.00
Supplies (Aggregate, Salt, Fuel, Culverts, Signs, Parts, Tools)	\$ 1,434,500.00
Munic Maint Payments, Hired Equip, Maint Contracts	\$ 146,637.00
Professional Services (Bridge Design, Equip Repair,)	\$ 1,342,500.00
Insurance	\$ 107,508.00
Utilities	\$ 50,000.00
Buildings	\$ 261,484.00
Equipment	\$ 611,970.00
Township Road Allotment (State Road Funds to the Townships)	\$ 159,131.00
Sales Tax	\$ 13,000.00
Subtotal of Operational Expenditures	\$ 5,984,976.17
Total Expenditures	\$ 24,359,413.17

Le Sueur County Road and Bridge Department
Proposed FY 2015 Budget

REVENUES

<u>Estimated Revenues</u>		<u>2015</u>
Local Property Tax Levy	\$	2,582,098.00
County Program Aid	\$	509,743.00
Disparity Aid + Mobile Home Homestead Credit	\$	10,565.00
County State Aid Highway Apportionment (State Aid)	\$	2,786,145.95
County State Aid Highway Bonds, CIP Bonds	\$	7,469,575.00
State Bridge Bonding (Fund 29), Twp Bridge Funds	\$	343,323.05
Reimbursements for Construction Projects	\$	9,427,900.00
Property Taxes - Delinquent	\$	45,000.00
Aggregate Tax	\$	260,000.00
Wheelage Tax	\$	310,000.00
Township Road Allotment (State Road Funds to the Townships)	\$	159,131.00
Sale of Equipment, Materials, Supplies and Misc Reimbursements	\$	145,000.00
Total Revenues	\$	24,359,413.00

LE SUEUR COUNTY PUBLIC HEALTH

2013 ANNUAL REPORT

DISEASE PREVENTION AND CONTROL

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

- 112 mantoux tests were given in 2013
- 98 reportable Infectious Diseases were reported in 2012 (most recent report available)
Chlamydia was the highest at 41 cases. Chlamydia cases in 2013 = 47
- 3 residents received LTBI (Latent Tuberculosis Infection) monitoring from Public Health in 2013
- 1 resident received DOT (Direct Observation Therapy) for active TB in 2013

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

- 148 Immunizations were given in 2013
- 1,006 Flu Shots were given in 2013

Immunization Registry: Le Sueur County participates in a Joint Powers Agreement with 5 other counties for Immtrack, a regional immunization registry. The immunization rate for Le Sueur County school students ranges from 95.6 – 98.5% for DTP, Polio, MMR, Hepatitis B, TD booster and Varicella for 2012-2013. Public Health has an Immunization Practices Improvement (IPI) contract with MDH to provide consultation to clinics re: vaccine storage, handling and administration practices.

- 6,430 children ages 0-18 had at least one immunization entered in the registry in 2013

COMMUNITY HEALTH

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

- 100 FBL establishments, 25 MHP/RCA, 10 pools & 3 Youth Camps licensed in Le Sueur County
- 139 total inspections were completed in 2013
- 27 non-community water facilities; 34 well construction permits issued; 27 well sealing permits issued

Public Health Nuisance Complaints: Public Health receives health-related complaints with the three most frequent complaints in 2013 being 1) mold 2) garbage/junk house and 3) blight/unclean property. Public Health often works in a "consultant" role on environmental and cleanliness issues trying to work out a satisfactory solution to the problem or making referrals to appropriate resources.

PUBLIC HEALTH EMERGENCY PREPAREDNESS

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

- 17 messages were sent to our partners in 2013

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

- 3 exercises and 4 training events were completed in 2013

WAIVERED SERVICES PROGRAM

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

- Annual aggregate funding for CADI, CAC & BI waivers in 2013 was \$3,624,720 (federal & state funds)
- Public Health managed the contracts for 56 Home and Community Based Service providers. As of December 31, 2013 the state ended county contracting and took over this function January 1, 2014
- 254 Le Sueur County residents were enrolled in a waived services program in 2013

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

- 271 Le Sueur County residents received health plan care coordination services in 2013
(128 were on both a health plan and a waiver program)

Assessments: Long Term Care Consultations (LTCC) and Preadmission Screening (PAS) -

Nurses complete LTCCs to assess the client's needs, determine the best plan for meeting those needs and make recommendations to the client and family re: remaining in the community or entering a facility.

Preadmission Screenings are completed on all residents needing admission to a nursing home. Effective October 1, 2013, the Area Agency on Aging took over the PAS phone screens statewide. Case managers continue to do the face to face screenings.

- 113 Initial Assessments were completed in 2013
- 114 Reassessments were completed in 2013

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

- 39 PCA Assessments were completed in 2013

Total served: A total of 436 residents were served by this team in 2013

- 953 assessment/case management visits were made in 2013
- 5,475 indirect case management contacts were made in 2013

HOME HEALTH CARE PROGRAM

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

- Registered Nurses made 2,695 visits with a monthly average of 225 visits in 2013
- 107 patients were served
- 93% of the visits were Skilled
- 7% of the visits were Maintenance/Supervisory

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

- 37 Physical Therapy visits were made in 2013
- 26 Occupational Therapy visits were made in 2013
- 0 Speech Therapy visits were made in 2013

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

- Home Health Aides made 3,864 visits in 2013
- Average length of direct time per patient visit was 1.04 hours

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

- Homemakers made 1,615 visits in 2013
- Average length of direct time per patient visit was 1.73 hours

FAMILY HEALTH PROGRAMS

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

- 23 pregnancy tests were done in 2013
- 7 women received prenatal visits in 2013
- 5 women received postpartum visits for breastfeeding and infant care education in 2013

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

- 54 home visits were provided to 25 clients/families in 2013

Family Planning Program: Federal funding through the Maternal Child Health Block grant provides income eligible women with resources for family planning services including a physical exam, Pap smear and family planning methods prescribed by a physician.

- 19 women participated in 2013
- Total program cost was \$5,740 or an average of \$302 per person

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

- 250 children were enrolled in 2013

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

- 67 hours of car seat education was provided in 2013
- 27 UCare families received car seats in 2013
- 6 families received car seats from the Child Passenger Safety Grant in 2013

SIDS Follow-up

- There were no SIDS deaths in Le Sueur County in 2013

Family Health Nurses made 74 home visits to 52 clients in 2013

Ronald McDonald Mobile Dental Clinic: Public Health collaborated with the Ronald McDonald Dental Clinic to bring the mobile dental van to Le Sueur County six times in 2013.

- 65 pregnant women or children under the age of 21 received dental care in 2013
- Total dollar value of services was \$17,266 with no cost to Le Sueur County in 2013

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

- Participation levels for 2013 averaged 497 per month with a high of 517
- Total number of women, children and infants served was 805 (240 women & 565 infants and children)
- Total dollar value of WIC vouchers issued for 2013 was \$361,578 with a monthly average of \$30,132

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

- 3,135 informational contacts were made to 2,176 C&TC eligible children in 2013

HEALTH PROMOTION PROGRAMS

School Health: Public Health provides consultation services to school nurses in Le Sueur County and assists with each school's Hearing and Vision Screening program. Public Health also has contracts with three of the schools to provide services during Early Childhood Screening. Nurses are also available for presentations to students such as Senior Health Day for 12th graders and Puberty and Hygiene talks for 4-6th graders.

SHIP (Statewide Health Improvement Program): The Le Sueur – Waseca Community Health Board (CHB) collaborated with the Brown – Nicollet CHB to apply for a SHIP 3.0 Planning grant. This four county project was funded with a \$100,000 Planning grant effective November 1, 2013 through June 30, 2014. The purpose of the planning grant was to rebuild capacity and hire staff (both CHBs were funded for SHIP 1.0 but did not receive funding for SHIP 2.0), reorganize the Community Leadership Team, complete a Community Health Needs Assessment and then apply for a SHIP Implementation grant. An overall project coordinator was hired for the four county project and each county hired SHIP staff to support the work locally. Le Sueur – Waseca CHB is sharing a 0.5 FTE Community Health Specialist between the two counties.

2013 Financial Summary (all Public Health programs combined)

Expenditures:	\$1,935,429
Revenues (federal and state grants, fees, contracts):	\$1,620,646
County Tax funds needed to operate:	\$314,783

Levy Comparisons by Tax District 2014 – 2015

Jurisdiction	2014 Levy	2015 Proposed Levy	Percentage Change
County of Le Sueur	15,242,378	16,425,723	7.8%
Cities			
Cleveland City	232,952	246,952	6%
Elysian City	483,317	497,817	3%
Heidelberg City	30,000	33,000	10%
Kasota City	73,109	73,109	0%
Kilkenny City	42,348	42,443	.2%
Le Center City	1,045,499	1,080,732	3.4%
Le Sueur City	1,822,982	2,138,690	17.3%
Montgomery City	1,763,166	1,780,874	1%
Waterville City	772,786	772,786	0%
Townships			
Cleveland Township	142,500	142,500	0%
Cordova Township	139,000	139,000	0%
Derrynane Township	111,933	111,933	0%
Elysian Township	187,000	187,000	0%
Kasota Township	230,000	230,000	0%
Kilkenny Township	130,350	124,350	-4.7%
Lanesburgh Township	293,116	293,116	0%
Lexington Township	106,000	116,000	9.4%
Montgomery Township	218,000	228,000	4.6%
Ottawa Township	0	0	0%
Sharon Township	128,000	128,000	0%
Tyrone Township	123,086	143,086	16.2%
Washington Township	120,000	130,000	8.3%
Waterville Township	183,085	188,648	3%
Cleveland #391	229,614	386,344	68.2%
Le Sueur/Henderson #2397	2,074,701	2,114,306	1.9%
Waterville/Elysian/Morristown #2143	387,289	400,381	3.3%
Tri City United #2905			-2.2%
Was SD #392 & 394	5,242,850	5,132,220	
Referendum Market Value			
Cleveland #391	385,785	413,964	7.3%
Le Sueur/Henderson #2397	774,184	854,327	10.3%
Waterville/Elysian/Morristown #2143	1,294,185	1,165,925	-10%
Tri City United #2905			
Was SD #392 & 394	673,576	926,386	37.5%

Note: School District Levies do not reflect any referendum issue passed at the 11-4-2014 election.

Le Sueur County, MN

Tuesday, December 16, 2014

Board Meeting

Item 11

6:30 p.m. Darrell Pettis, County Administrator

RE: Emergency Preparedness Radiological Grant

RE: LRIP Resolutions

RE: CSAH 31 Grant Agreement

RE: Grant Resolution

RE: Tandem Truck

Staff Contact:

RESOLUTION NO. _____
LOCAL ROAD IMPROVEMENT PLAN (LRIP)
APPROVE SUBMITTAL OF GRANT APPLICATION AND SPONSORSHIP OF PROJECT

WHEREAS, the City of Montgomery, Minnesota (the "City") is making application for funding under the 2014-2015 State of Minnesota Local Road Improvement Program (LRIP) grant in an amount of up to \$750,000; and

WHEREAS, the City of Montgomery has a population less than 5,000 and is not a State-Aid city, the LRIP project requirements indicate the county must agree to sponsor the project; and

NOW THEREFORE, BE IT RESOLVED BY THE LE SUEUR COUNTY BOARD OF COMMISSIONERS, LE SUEUR COUNTY, MINNESOTA:

that if the project is selected for funding, Le Sueur County agrees to act as the project sponsor, to be the fiscal agent, and to work with the City to ensure the project is completed in accordance with state requirements.

Resolution _____ is hereby approved and adopted this _____ day of December, 2014.

<Name, Title>

ATTEST:

<Name, Title>

RESOLUTION NO. XX-2014
LOCAL ROAD IMPROVEMENT PLAN (LRIP)
APPROVE SUBMITTAL OF GRANT APPLICATION

WHEREAS, the City of Montgomery, Minnesota (the "City") is making application for funding under the 2014-2015 State of Minnesota Local Road Improvement Program (LRIP) grant in an amount of up to \$750,000; and

WHEREAS, since the City has a population less than 5,000 and is not a State-Aid city, Le Sueur County has agreed to serve as the sponsoring agency for the City; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MONTGOMERY, MINNESOTA:

that if the project is selected for funding, the City will work with the project sponsor, Le Sueur County, to ensure the project is completed in accordance with state requirements.

Resolution XX-2014 is hereby approved and adopted this 15th day of December, 2014.

Jean M. Keogh, Mayor

ATTEST:

Brian Heck, City Administrator

General Obligation Bond Proceeds

Grant Agreement – Construction Grant for the

CSAH 31 – SAP 40-631-02

under the

Local Road Improvement Program

Rural Road Safety Account

THIS AGREEMENT shall be effective as of _____, 20____, and is between Le Sueur County, a political subdivision of the State of Minnesota (the “Public Entity”), and the Minnesota Department of Transportation (“MnDOT”).

RECITALS

A. MnDOT created and is operating the Local Road Improvement Program (“LRI Program”) under the authority granted by Minn. Stat. §174.52 and all rules related to such legislation (cumulatively the “LRIP Enabling Legislation”).

B. Under the LRI Program, MnDOT is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, §5(a) of the Minnesota Constitution.

C. Under the LRI Program the recipients of a grant must use such funds to perform those functions delineated in the LRIP Enabling Legislation.

D. Under the LRI Program the recipient of a grant may not expend any part of the grant for work to be done on a state trunk highway or within a trunk highway easement.

E. The Public Entity submitted a grant application to MnDOT (“Grant Application”) in which the Public Entity requests a grant under the LRI Program, the proceeds of which will be used for the purposes delineated in such grant application.

F. The Public Entity has applied to and been selected by MnDOT for a receipt of a grant under the LRI Program in an amount of \$ 84,388.00 (the “LRIP Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by MnDOT under the LRI Program and for the purposes delineated in the Grant Application.

G. Under the provisions contained in Minn. Stat. §162.02 , the Public Entity has been given the authority to perform those functions and activities required of it under the LRI Program and delineated in the Grant Application, and to operate that real estate for which the Public Entity uses the proceeds of the Grant, subject to applicable statutory authority or limitations as trunk highways, county highways, county state-aid highways, town roads, or city streets.

H. The Public Entity’s receipt and use of the LRIP Grant to improve real property (the “Real Property”) will cause all of such real property to become “state bond financed property”, as

such term is used in Minn. Stat. §16A.695 (the “G.O. Compliance Legislation”) and in that certain “Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Finance on July 20, 1995 (the “Commissioner’s Order”), even though such funds will only pay for a portion of the acquisition or work to be performed.

I. The Public Entity and MnDOT desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the LRIP Grant to the Public Entity and the operation of the Real Property.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the CSAH 31 – SAP 40-631-02 under the Local Road Improvement Program, Rural Road Safety Account.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the commissioner of the Minnesota Department Finance, and any designated representatives thereof.

“Commissioner’s Order” - means that certain “Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the then Commissioner of Finance on July 20, 1995.

“Completion Date” – means the 6th day of October, 2009, which is the projected date for completion of the Project.

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement indicating that the Public Entity’s interest in the Real Property is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02 herein.

“Event of Default” - means one or more of those events delineated in Section 2.06.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, §5(a) of the Minnesota Constitution the proceeds of which are used to fund the LRIP Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. §16A.695 as such may be subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment V** that the Public Entity submitted to MnDOT.

“LRIP Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“LRIP Grant” - means a grant of monies from MnDOT to the Public Entity under the LRI Program in the amount specified in Recital E to this Agreement, as such amount may be modified under the provisions contained in Sections 2.11 and 4.01 herein.

“LRI Program” – means the program delineated in the LRIP Enabling Legislation.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” – means the portion of the LRIP Grant that has been disbursed to or on behalf of the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Public Entity’s performance of the activities denoted in Section 2.03 herein.

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement, and such entity is:

(Check the appropriate box.)

☐ A statutory city.

☐ A home rule city.

☐ A town.

☒ A county.

“Real Property” - means the real property located in the County of Le Sueur, State of Minnesota, legally described in **Attachment II** to this Agreement.

Article II GRANT

Section 2.01 Grant of Monies. MnDOT shall make and issue the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The LRIP Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to MnDOT or the Commissioner under certain circumstances.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Estate must be owned by one or more public entities. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to MnDOT that it has the following ownership interests in the Real Property:

(Check the appropriate box.)

☐ Fee simple ownership of the Real Property.

☒ An easement for the Real Property that is for a term that (i) extends beyond the date that is 37.5 years from the effective date of this Agreement, or such shorter term that is authorized by a Minnesota statute, and (ii) which cannot be modified, restated, amended, changed in any other way, or prematurely cancelled or terminated without the prior written consent of MnDOT and the Commissioner.

[If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation at this point _____.]

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the LRIP Grant for any other purpose.

(Check all appropriate boxes.)

☐ To pay the Public Entities' local share of the costs for a trunk highway project that are directly or partially related to a trunk highway improvement, and that are not funded or are only partially funded with other state and federal funds.

☐ To pay for the costs of constructing or reconstructing city streets, county highways, or town roads with statewide significance that have not been fully funded through other state, federal, or local funding sources.

☒ To pay the costs of a capital improvement project on a county state-aid highway that is intended primarily to reduce traffic crashes, deaths, injuries, and property damage.

[NOTE: Only counties may use the LRIP Grant for this purpose.]

Notwithstanding anything to the contrary contained herein, the Public Entity may not use or expend any part of the LRIP Grant for work on a trunk highway or within a trunk highway right-of-way.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street, and for no other purposes or uses. Provided, however, the Public Entity may not use the Real Property as a trunk highway or any part of a trunk highway.

The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section, and upon written request by either MnDOT or the Commissioner shall supply a statement, sworn to before a notary public, to such effect to the requesting entity.

Section 2.05 Sale or Lease of Real Property. The Public Entity may not and shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property must comply with the requirements imposed by the G.O. Compliance Legislation regarding such sale or leasing.

Section 2.06 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to MnDOT as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the LRIP Grant for the purpose or purposes delineated in Section 2.03 herein.

C. It has legal authority to operate the Real Property for the purposes delineated in Section 2.04 herein.

D. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04 herein, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.

E. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

F. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

G. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the LRI Program.

H. It has made no material false statement or misstatement of fact in connection with its receipt of the LRIP Grant, and all of the information it has submitted or will submit to MnDOT or Commissioner relating to the LRIP Grant or the disbursement of any of the LRIP Grant is and will be true and correct.

I. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

J. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

K. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

L. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

M. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

N. All applicable licenses, permits and bonds required for the operation of the Real Property in the manner specified in Section 2.04 herein have been, or will be, obtained.

O. It will operate, maintain, and manage the Real Property in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property.

P. It reasonably expects to possess the ownership interest in the Real Property described Section 2.02 herein for at least 37.5 years, and it does not expect to sell such ownership interest.

Q. It does not expect to sell or transfer any portion of its ownership interest in the Real Property.

R. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.

S. No buildings or other structures currently exist on the Real Property, and it does not expect to construct or relocate any buildings or other structures onto the Real Property.

T. It will supply whatever funds are needed above and beyond the amount of the LRIP Grant to complete and fully pay for the Project.

U. The provisions contained in Minn. Stat. §16B.335 and requirements imposed thereunder do not apply to the Project.

V. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under this Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce MnDOT to disburse any of the LRIP Grant, shall prove to

have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the LRIP Enabling Legislation.

D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes delineated in Section 2.03 herein, the Grant Application, and in accordance with the LRI Program.

E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04 herein.

F. If the Public Entity fails to complete the Project by the Completion Date.

G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.

H. If the Public Entity leases out or enters into any contract that would allow another entity to use or operate the Real Property without the written consent of MnDOT and the Commissioner.

I. If the Public Entity fails to provide any and all additional funds needed to fully pay for the Project.

J. If the Public Entity fails to supply whatever funds are needed to operate the Real Property in the manner specified in Section 2.04 herein

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under this Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. The Commissioner, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the LRIP Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner.

C. Either MnDOT or the Commissioner, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only be terminated upon the Public Entity's sale of its interest in the Real Property in accordance with the provisions contained in the G.O. Compliance Legislation and the Commissioner's Order, or in accordance with the provisions contained in Section 2.11 herein.

Section 2.11 Termination/Modification of Grant. If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the LRIP Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and MnDOT may agree in writing, then MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such dates then MnDOT's obligation to fund any portion of the LRIP Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the LRIP Grant has been disbursed by such dates then MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the LRIP Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

Article III
COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION
AND THE COMMISSIONER'S ORDER

Section 3.01 State Bond Financed Property. The Public Entity acknowledges and agrees that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the LRIP Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either; (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iii) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the LRIP Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor otherwise omit, take, or cause to be taken any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 3.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity MnDOT shall enter into and execute an amendment to this Agreement to implement such amendment to or exempt the Public Entity's interest in the Real Property from the G.O. Compliance Legislation or the Commissioner's Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 The Advances. The MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances from the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01 herein, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11 herein, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 herein even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached hereto as **Attachment III**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project. Therefore, the cumulative amount of all Advances disbursed by MnDOT at any point in time shall not exceed the portion of the Project that has been completed. This requirement is expressed by way of the following formula:

$$\text{Cumulative Advances} \leq (\text{LRIP Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to; (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in

writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT; (i) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 Additional Funds. If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 Condition Precedent to Any Advance. The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant delineated in Section 1.01 herein.

B. MnDOT shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

D. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03 herein, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.

E. The Public Entity has supplied to MnDOT all other items that MnDOT may reasonably require.

Section 4.05 Processing and Disbursement of Advances. The Public Entity acknowledges and agrees as follows:

A. Advances are not made prior to completion of work performed on the Project (i.e. are not advanced before the work has been performed);

B. All Advances are processed on a reimbursement basis;

C. The Public Entity must first document expenditures to obtain an Advance;

D. Reimbursement requests are made on a partial payment basis or when the Project is completed;

E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 Construction Inspections. The Public Entity shall be responsible for making their own inspections and observations of regarding the completion of the Project, and shall determine to their own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 Insurance. If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 herein all or any portion of the Real Property is condemned to

an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04 herein, then the Public Entity shall, at its sole option and discretion, either; (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 herein and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds that are not used to acquire an interest in additional real property shall be paid to the Commissioner as a partial or full repayment of the LRIP Grant.

As recipient of any of condemnation awards or proceeds referred to herein, MnDOT agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property, or any part thereof.

The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or suffer the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04 herein, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property by increasing the value thereof or improving its ability to be used for the purposes delineated in Section 2.04 herein, (iii) do any act or thing which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, (v) commit or permit any waste or deterioration of the Real Property, or (vi) commit, suffer or permit any act to be done in or upon the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with the provisions contained in this Section, then MnDOT may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes and empowers MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require MnDOT to take any action, incur any expense, or expend any funds, and MnDOT shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by MnDOT to perform such acts as may be necessary to so maintain the Real Property shall be due and payable on demand by MnDOT and bear interest from the date of advancement by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 5.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property needed to comply with

the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the LRIP Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow MnDOT, auditors for MnDOT, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property for a period of 6 years from the date such operation is initiated.

Section 5.05 Inspections by MnDOT. Upon reasonable request by MnDOT and without interfering with the normal use of the Real Property, the Public Entity shall allow MnDOT to inspect the Real Property.

Section 5.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the LRIP Grant, the Project, or the operation of the Real Property, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 5.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation of the Real Property, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 5.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§176.181 Subd. 2 & 176.182 that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the Project and the operation of the Real Property.

Section 5.09 Antitrust Claims. The Public Entity hereby assigns to MnDOT and the Commissioner all claims it may have for over charges as to goods or services provided with respect to the Project, and operation of the Real Property that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§177.41 through 177.435 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time with respect to the Project and the operation of the Real Property. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the Real Property.

Section 5.12 **Liability.** The Public Entity and MnDOT agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions contained in Minn. Stat. §3.736 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 5.13 herein, is governed by the provisions contained in such Chapter 466.

Section 5.13 **Indemnification by the Public Entity.** The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property, and agrees to indemnify and hold harmless MnDOT, the Commissioner, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against MnDOT, the Commissioner, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of MnDOT, the Commissioner, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of MnDOT, the Commissioner, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold MnDOT, the Commissioner, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 5.06 herein.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 5.14 **Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of either MnDOT, the Commissioner, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation of

the Real Property. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation of the Real Property shall not have any contractual relationship with either MnDOT, the Commissioner, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of either MnDOT, the Commissioner, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from either MnDOT, the Commissioner, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

Le Sueur County
88 South Park Avenue
Le Center, MN 56082
Attention: Darrell Pettis

To MnDOT at:

Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at:

Minnesota Department of Finance
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and MnDOT, and their respective successors and assigns. Provided, however, that neither the Public Entity nor

MnDOT may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or MnDOT unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 5.17 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.18 **Entire Agreement.** This Agreement and the Declaration embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 5.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 5.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 5.23 **Source and Use of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Source and Use of Funds Statement attached hereto as **Attachment III** shows the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down amongst the following categories:

(i) State funds including the LRIP Grant, identifying the source and amount of such funds.

(ii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.

(iii) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.

(iv) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to MnDOT and the Commissioner a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in **Attachment III** to this Agreement.

Section 5.24 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that **Attachment IV** to this Agreement correctly and accurately delineates the projected schedule for the completion of the Project.

Section 5.25 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both MnDOT and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner, is and shall be a third-party beneficiary of this Agreement.

Section 5.26 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.27 **MnDOT and Commissioner Required Acts and Approvals.** The MnDOT and the Commissioner shall not (i) perform any act herein required or authorized by it in

an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 5.28 **Additional Requirements.** The Public Entity and MnDOT agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

NONE

[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN TESTIMONY HEREOF, the Public Entity and MnDOT have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the CSAH 31 – SAP 40-631-02 Project under the Local Road Improvement Program, Rural Road Safety Account on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

Le Sueur County,

By: _____

Joseph Doherty,

Its: County Board Chairperson

Dated: _____, _____

And: _____

Darrell Pettis

Its: County Administrator

Dated: _____, _____

MnDOT:

Minnesota Department of Transportation,

By: _____

Julie Skallman

Its: Office of State Aid Division Director

Dated: _____, _____

**Attachment I to Grant Agreement
DECLARATION**

The undersigned has the following interest in the real property located in the County of Le Sueur, State of Minnesota, which is legally described in **Exhibit A** attached and all facilities situated thereon (cumulatively referred to as the "Restricted Property"):

(Check the appropriate box.)

☐ a fee simple title,

☒ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. §16A.695 that exists as of the effective date of the grant agreement identified in B hereinbelow, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it without the approval of the commissioner of the Minnesota Department of Finance, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain General Obligation Bond Proceeds Grant Agreement – Construction Grant for the CSAH 31 – SAP 40-631-02 Project Under the Local Road Improvement Program, Rural Road Safety Account between Le Sueur County and the Minnesota Department of Transportation with an effective date of the ____ day of _____, 20__.

The Restricted Property shall remain subject to such restrictions and encumbrances until it is released therefrom by way of a written release in recordable form signed by both the commissioner of the Minnesota Department of Transportation and the commissioner of the Minnesota Department of Finance, and such written release is recorded in the real estate records relating to the Restricted Property.

This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the commissioner of the Minnesota Department of Finance.

[The following must be added to this Declaration in order for it to be in a form that can be recorded:

1. *A signature block, notaries' acknowledgement, and statement as to who it was drafted by.*
2. *An Exhibit that contains the legal description.]*

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

		4" Precast Concrete Headwall	\$7,140.00
		4" TP Pipe Drain	\$2,604.00
		4" Perf PE Pipe Drain	\$83,700.00
		Traffic Control	\$2,400.00
		Mulch Material Type 2 Special	\$8,370.00
		Interim Pavement Marking	\$2,544.00
		4" Solid Line White - Paint	\$1,240.80
		4" Solid & Broken Line Yellow - Paint	\$712.80
Sub-Total		Sub Total	\$1,572,654.17
Loans			
-----	\$-----		

Sub-Total	\$-----		
Other Funds			
-----	\$-----		

Sub-Total	\$-----		-
Prepaid Project Expenses			
-----	\$-----		

Sub-Total	\$-----		
TOTAL FUNDS	\$1,657,042.17	TOTAL PROJECT COSTS	\$1,657,042.17

**Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE**

**Attachment V to Grant Agreement
GRANT APPLICATION**

LE SUEUR COUNTY
DEPARTMENT OF ROADS

Slope Easement

CSAH 31 Project 6002

Date May 18 1960

County OF Le Sueur

The undersigned, being the owners of the property adjacent to the road herein described, grant and permit the County of Le Sueur the right to construct a back-slope 2:1 - 6:1

beyond the present 33 foot right of way adjacent to and as part of the general plan of improvement in the protection of CSAH Road No. 31 in the County of Le Sueur in the State of

Minnesota. Said road described as follows: Beginning at the common corners of Sections 23,24,25,26 T112N, R24W to the northwest corner of Section 1, T112N, R24W.

It is agreed, and the right is hereby granted, that all earth or other material necessarily excavated, removed, or taken from said premises in the construction of said road shall become the property of the County to be hauled away or used in the construction of CSAH Road No. 31 or otherwise disposed of as the County may deem fit.

And the Grantors, heirs, executors, and assigns hereby releases the County of Le Sueur, its officers and agents, from any and all liability and claims therefore concerning said premises and grantor's adjoining premises, that result or may result therefrom by virtue of the construction of said slope and all work in connection therewith.

OWNERS

Mrs Julia Hejny
Engelke & Huber
Mrs Dorothy Huber
Abel A. Heiers
Mrs Mary Weiers
John H. Hauer
Werner W. Bohmcke
Edna Huber
Clemens Heier
Reinhold Lietz

OWNERS

Lillian Lambrecht
Gilbert Ehms
Leonard Nyles
Howard J. Nyles
Stanley Weiers
Gilbert Heier
Jerome Weiers
Wendell Michel
Steve Heier
Albert J. Ruhlman
Clara Hauer
Ernest Heier

LE SUEUR COUNTY
DEPARTMENT OF ROADS

Slope Easement

CSAH 31 Project 6002

Date May 18 19 60

County Le Sueur OF Le Sueur

The undersigned, being the owners of the property adjacent to the road herein described, grant and permit the County of Le Sueur the right to construct a back-slope 2:1 - 6:1 beyond the present 33 foot right of way adjacent to and as part of the general plan of improvement in the protection of CSAH Road No. 31 in the County of Le Sueur in the State of Minnesota. Said road described as follows: **Beginning at the common corners of Sections 23, 24, 25 26, Township 112 North, Range 24 West to the northwest corner of Section 1, Township 112 North, Range 24 West.**

It is agreed, and the right is hereby granted, that all earth or other material necessarily excavated, removed, or taken from said premises in the construction of said road shall become the property of the County to be hauled away or used in the construction of CSAH Road No. 31 or otherwise disposed of as the County may deem fit.

And the Grantors, heirs, executors, and assigns hereby releases the County of Le Sueur, its officers and agents, from any and all liability and claims therefore concerning said premises and grantor's adjoining premises, that result or may result therefrom by virtue of the construction of said slope and all work in connection therewith.

OWNERS

OWNERS

Ted Nytes
Jerome G. Nyting
Frank Cordts

**RESOLUTION BY THE COUNTY BOARD OF COMMISSIONERS
LE SUEUR COUNTY**

WHEREAS, The County of Le Sueur has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for the reconstruction of City Bridge No. L 8748 over the Cannon River, and:

WHEREAS, The amount of the grant has been determined to be \$208,496.57 by reason of the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED: That the County of Le Sueur does hereby affirm that any cost of the bridge in excess of the grant will be appropriated from the funds available to the County of Le Sueur, and that any grant moneys appropriated for the bridge but not required, based on the final estimate, shall be returned to the Minnesota State Transportation Fund.

CERTIFICATION

STATE OF MINNESOTA

ss

COUNTY OF LE SUEUR

I, Terry Overn, Auditor of said County of Le Sueur, do hereby certify that I have compared the forgoing copy with the original resolution as adopted by the County Board of said County at their meeting held on the ____ day of _____ and recorded in Commissioners Record “_____” on page _____ now remaining on file and on record in my office and that the same is a correct transcript therefrom, and the whole of such original.

Witness by hand and official seal this _____ day of _____, 2000

Mack Truck
Tow MASTRA Body

State Bid
Contract

Body + Plow
Equipment \$ 100,788⁰⁰

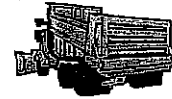
Truck 109,820⁰⁰

\$ 210,608⁰⁰

Harry



Towmaster, Inc.
61381 US Hwy. 12, Litchfield, MN
Phone: 800-462-4517 / 320-693-7900



Truck Equipment - Cutting Edges - Asphalt Repair Equipment

FX: 320-693-7921

STATE CONTRACT #80228

Parts FX: 320-593-5703

Bill To:	Cust#: 2938	Phone:	Ship To:	Phone:
LESUEUR COUNTY HWY DEPT		507-357-2251	LESUEUR COUNTY HWY DEPT	507-357-2251
88 SOUTH PARK AVENUE		FAX:	515 S MAPLE AVE	FAX:
PO Box 205		507-357-4520	LECENTER, MN 56057	507-357-4520
LECENTER, MN 56057				

Contact:

Contact: Harry Baker 507-357-8207

PO#	QUOTE No.	Terms	Created Date	Latest Rev Date	Appx. Ship Date
	12914-TME	NET 30 DAYS	12/08/2014	12/8/2014	
Trk VIN		MO #	CO #	Salesman	Tim Erickson
Freight Instructions:		Build Instructions:	Other Credit:	Other Charge:	
F.O.B. LITCHFIELD, MN					

ATTENTION: HARRY BAKER

80228

NOTE: If changes are made to an order after a P.O. has been issued, a FEE may be assessed and a revised or new P.O. MUST BE submitted to reflect changes.

Visit us online at www.towmastertruck.com

Accepted By: _____

Date: _____

Price:	\$100,788.00
Discount:	\$0.00
Other Credit (see above):	\$0.00
Net Cost:	\$100,788.00
Sales Tax:	\$0.00
Other Charge (see	\$0.00
Freight	\$0.00
Total:	\$100,788.00



TRUCK & EQUIPMENT

www.nussgrp.com

☐ 6500 US HWY 63 S, PO BOX 6699
ROCHESTER, MN 55903
507-288-9488 507-424-4156 (FAX)

☒ 2195 W CTY RD C2, PO BOX 130820
ROSEVILLE, MN 55113
651-633-4810 651-635-0928 (FAX)

☐ 2625 QUAIL RD NE
SAUK RAPIDS, MN 56379
320-253-6941 320-253-0176 (FAX)

☐ 53976 208TH LN, PO BOX 969
MANKATO, MN 56002
507-345-6225 507-387-5886 (FAX)

☐ 3028 TRUCK CENTER DR
DULUTH, MN 55806
218-628-0333 218-628-1822 (FAX)

☐ 12540 DUPONT AVE S
BURNSVILLE, MN 55337
952-894-9595 952-894-1619 (FAX)

VEHICLE PURCHASE AGREEMENT

DATE: 12/10/2014

☒ NEW ☐ USED ☐ TRAILER ☐ ORDER OUT ☐ IN STOCK

SALESPERSON: PROW

LeSUEUR COUNTY

PURCHASER		CONTACT/TITLE	
99 SOUTH PARK AVE			
ADDRESS		E-MAIL ADDRESS	
LeSUEUR, MN	LESEUER	56507	
CITY STATE	COUNTY	ZIP CODE	
507-357-2251			
PHONE NUMBER	FAX NUMBER		

The Undersigned Purchaser hereby agrees to purchase from NUSS TRUCK GROUP INC. or SUBSIDIARY, hereinafter referred to as the Dealer, 1 new or used vehicle(s) together with the equipment below set forth (which vehicle(s) and equipment are called "said vehicle(s)") to be delivered on or about _____ according to the following specifications, terms, and conditions:

STOCK NO.	YEAR	MAKE	MODEL	MILEAGE	VIN
	2015	MACK	GU713		PENDING

WARRANTIES and/or REPRESENTATIONS

- ☒ Manufacturer's Warranty Applies
- ☐ AS-IS: NO DEALER WARRANTY. DEALER DISCLAIMS ANY & ALL EXPRESS OR IMPLIED WARRANTIES.
- ☐ Other: _____

PURCHASER INITIAL HERE: _____

GVWR/GCWR: The Gross Vehicle Weight (GVWR), or Gross Combination Weight Rating (GCWR), of the vehicle subject to this order is _____ lbs. Seller disclaims any and all liability for damages resulting from operation of the vehicle in excess of the above stated GVWR or GCWR.

PURCHASER INITIAL HERE: _____

TYPE OF TRANSACTION

- ☐ Financed. Finance Company: _____
- ☒ Cash (including customer based financing).
- Lien Holder: _____
- Phone #: _____

DRIVER/INSURANCE INFORMATION (for 2000 form)

Insurance Agent: _____

Insurance Company: _____

Policy #: _____

Driver's License #: _____ Date of Birth: _____

BASE PRICE OF VEHICLE SOLD

\$109,820.00

1. Total of Options/Accessories (carried over from Addendum)	\$0.00
2. Dealer Retail Price	\$109,820.00
3. Discount	\$0.00
4. Total Cash Price (2 less 3)	\$109,820.00
5. Trade-in Allowance	\$0.00
6. Trade Difference (4 less 5)	\$109,820.00
7. MN Sales Tax on Trade Difference 0.00%	\$0.00
8. Federal Excise Tax	\$0.00
9. License / Registration Fees	\$0.00
10. City/County Excise Tax	\$0.00
11. Document Fee	\$0.00
12. Warranty	\$0.00
13. Balance Due to _____ on trade-in	\$0.00
14. Sub Total (Sum 6 through 13)	\$109,820.00
15. Less Cash Down Payment on Order	\$0.00
16. Sub Total (14 less 15)	\$109,820.00
17. Less Additional Cash Due _____	\$0.00
DUE ON DELIVERY	\$109,820.00

DELIVERY INFORMATION

DELIVER TO: TOWMASTER, LITCHFIELD, MN

ADDITIONAL ITEMS OR CONDITIONS OF SALE:

EQUIPMENT TO BE TRADED

STOCK NO.	YEAR	MAKE	MODEL	MILEAGE	VIN
U-3602	2001	STERLING	LT9511		2FZHAZA841AH40011
STOCK NO.	YEAR	MAKE	MODEL	MILEAGE	VIN

REV11-09A

DEALER COPY

PURCHASER INITIAL HERE: _____