

LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
COMMISSION CHAMBERS
January 6, 2015

1. **9:00 a.m. Board Reorganization (15 min)**
2. **9:15 a.m. Agenda and Consent Agenda**
RE: December 23, 2014 Minutes and Summary Minutes
3. **9:20 a.m. End of Year Claims (10 min)**
4. **9:30 a.m. Human Resources (10 minutes)**
5. **9:40 a.m. Middle and Lower MN Civic Engagement funding; Gravel Tax Request for Shoreland; Water plan Extension (20 min)**
The MPCA has funding available for Civic Engagement; needs a fiscal agent;
Requesting Gravel Tax \$92,240 for shore land cost share projects. Approve
Prairie Restoration to redo Ray's Lake County Park Shoreline. Resolution for
Water Plan extension.
6. **10:00 a.m. Open Newspaper Bids**
7. **10:05 a.m. Amy Beatty (5 min)**
RE: Recycling Agreement
8. **10:10 a.m. Shayne Bender (5 min)**
RE: Clerical Abatements and Additions to Tax Rolls Annual Report
9. **10:15 a.m. Pam Simonette (10 min)**
RE: Depositories for 2015
RE: Claims to be Paid
RE: Dedicated Reserves
10. **10:25 a.m. Darrell Pettis, Administrator**

RE: Request out of State Travel, NACE April 18 - 23
RE: Comittee Assignments
RE: S&P General Obligation

Le Sueur County, MN

Tuesday, January 6, 2015

Board Meeting

Item 1

9:00 a.m. Board Reorganization (15 min)

Staff Contact:

Le Sueur County Board Reorganization

Administrator Pettis calls the 2015 Le Sueur County Board of Commissioners to Order.

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

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

On motion by _____, seconded by _____ and unanimously approved, nominations cease and the Secretary is instructed to cast a unanimous ballot for _____, the 2015 Board Chair.

Administrator Pettis hands over the gavel to the Board Chair.

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

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

On motion by _____, seconded by _____ and unanimously approved, nominations cease and the Secretary is instructed to cast a unanimous ballot for _____, the 2015 Board Vice Chairman.

Le Sueur County, MN

Tuesday, January 6, 2015

Board Meeting

Item 2

9:15 a.m. Agenda and Consent Agenda

RE: December 23, 2014 Minutes and Summary Minutes

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting December 23, 2014

The Le Sueur County Board of Commissioners met in regular session on Tuesday, December 23, 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 December 16, 2014 Meeting

Kathy Brockway appeared before the Board with one item for consideration.

On motion by Wetzel, seconded by Connolly and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to MARK & AMANDA JACOBY, MADISON LAKE, MN have applied for a Conditional Use Permit to allow grading, excavating, and filling of approximately 73 cubic yards of material outside the shore impact zone in a Recreational Residential "RR" District on a Recreational Development "RD" lake, Lake Washington. Property is located at Lot 14, Block 1, Hiniker Rolling Acres, Section 17, Washington Township. Findings are on file at the Planning and Zoning Office.

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

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the recommendation to hire Miranda Rosa as a part time Drug Court Coordinator, in Court Administration, as a Grade 13, Step 1 at \$25.17 per hour, effective January 15, 2015.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to grant regular status to Corey Schwartz, full time Appraiser, in the County Assessor's Office, effective December 16, 2014.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to hire Danielle Pankratz as a part time Homemaker, in Public Health, as a Grade 1, Step 1 at \$12.51 per hour, effective December 29, 2014.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved the recommendation to grant regular status to Michaela Erickson, part time Home Health Aide, in Public Health, effective December 19, 2014.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the recommendation to grant regular status to Sierra Copp, part time Jailer/Dispatcher, in the Sheriff's Office, effective December 16, 2014.

Justin Lutterman, GIS appeared before the Board to introduce Kayla Wagner, the new GIS Specialist.

Darrell Pettis, County Administrator appeared before the Board with several item for discussion and consideration.

On motion by Gliszinski, seconded by Wetzel and approved, the Board adopted the following resolution setting the 2015 mileage reimbursement rate:

BE IT RESOLVED: That the Le Sueur County Board of Commissioners hereby sets the mileage reimbursement for Le Sueur County Employees to be the Federal IRS mileage at 57.5 cents per mile and 2 cents per mile additional for those Water Patrol Officers while pulling a water patrol boat for the year 2015.

On motion by Wetzel, seconded by King and approved, the Board adopted the 2015 Per Diem Rate:

BE IT RESOLVED: That the Le Sueur County Board of Commissioners hereby sets the 2015 Per Diem at \$50.00 per half day and \$80.00 per full day, effective January 1, 2015.

On motion by Gliszinski, seconded by Connolly and approved, the Board set the 2015 Per Diem Eligible Committees as follows:

2015 PER DIEM ELIGIBLE COMMITTEES

Personnel Policy Committee, Scenic Byway Alliance, Family Services Collaborative, Labor Management, Historical Society, Union Negotiations, Fair Board, PIC, Law Library, Airport Commissions, Extension, MVCOG, Le Sueur/Waseca Regional Library, Road & Bridge, Transportation Alliance, Annual Township Meeting, Personnel Interviews, all AMC Policy Committees, AMC, NACO, Le Sueur - Waseca Community Health Board, Planning & Zoning matters, Tri-County Solid Waste, Cannon River Matters, MSSA, Mental Health Advisory, Imtrack Joint Powers Board, Region 9, MVAC, EMS Joint Powers, HRA, Multi-County HRA, Region 9, Le Sueur County Aging and Transit, Ney Foundation, Envision 2020, Parks, Le Sueur – Scott Joint Drainage Authority, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority, Public Health Emergency Preparedness Advisory Committee, Public Health Advisory Committee, LCDS Inc., Employee Reclassification Committee, German – Jefferson Sewer District, Regional Radio Board, GBERBA, Middle MN River Watershed, SHIP (Statewide Health Improvement Program)

and any other newly created committees recognized by the County Board in the year 2015..

On motion by King, seconded by Wetzel and approved, the following resolution was adopted:

BE IT RESOLVED: that all members of the County Board, the Human Services Director, the County Engineer / Administrator, and the County Auditor / Treasurer are hereby designated as Association of Minnesota Delegates for Le Sueur County in 2015.

BE IT FURTHER RESOLVED: that all officials and their delegates are hereby authorized to attend all meetings called by their respective associations, regional and national, including regular meetings called during the year 2015, and

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

On motion by King, seconded by Gliszinski and approved, the Board established the 2015 annual base salary of the Le Sueur County Board of Commissioners to be \$27,540 plus cafeteria benefits as negotiated by the Union Contracts.

On motion by Connolly, seconded by Gliszinski and approved, the Board adopted the following resolution setting the 2015 Le Sueur County hours of operation:

THEREFORE BE IT RESOLVED: That all employees except for public safety and the county highway department employees shall have their normal work week at 39.5 hours in 2015.

BE IT FURTHER RESOLVED: That the normal hours of operation for the County Courthouse and Planning and Zoning Office shall be 8:00 a.m. to 4:30 p.m. on Mondays thru Thursday and 8:00 a.m. to 4:00 p.m. on Friday for 2015.

On motion by King, seconded by Gliszinski and unanimously approved, the Board accepted the resignation of Arthur Poll from the HRA Board.

At 10:00 a.m. the Chairperson called the Public Hearing for the approval of the 2015 to 2019 Capital Improvement Bonds pursuant to Minnesota Statutes, Section 373.40.

The Chairperson stated that this was the time and place fixed for a public hearing to be held on the County's Capital Improvement Plan (the "Plan") and issuance of bonds (the "Bonds") under Minnesota Statutes, Section 373.40. The County Administrator presented an affidavit showing publication of the notice of public hearing at least fourteen (14) but not more than twenty-eight (28) days prior to the date fixed for the public hearing in the Lake Region Life, being the official newspaper of the County. The affidavit was examined, found to be satisfactory and ordered it to be placed on file with the County Administrator.

The Chairperson then opened the meeting for the public hearing on the proposal to adopt the Plan and approve the issuance of the Bonds. The purpose of the hearing was explained, the

nature of the Plan and the Bonds was discussed and all persons present who desired to do so were afforded an opportunity to express their views with respect to the proposal to approve the Plan and issue the Bonds.

With no comments being received from the public on the proposals, at 10:20 a.m. the Chairperson declared the public hearing to be closed.

On motion by Wetzel, seconded by Gliszinski, and unanimously approved, the Board approved the following resolution:

RESOLUTION RELATING TO APPROVAL OF A CAPITAL
IMPROVEMENT PLAN AND ISSUANCE OF GENERAL OBLIGATION CAPITAL
IMPROVEMENT PLAN BONDS, SERIES 2015A

BE IT RESOLVED by the Board of Commissioners (the Board) of Le Sueur County, Minnesota (the Issuer), as follows:

WHEREAS, the Issuer has published notice of its intent to hold a hearing on the issuance of capital improvement plan bonds under Minnesota Statutes, Section 373.40 (the “Bonds”) and on its proposed Capital Improvement Plan (the “Plan”), at least fourteen (14) but not more than twenty-eight (28) days prior to the date hereof, pursuant to and in accordance with Minnesota Statutes, Section 373.40 (the “Act”); and

WHEREAS, the Board held a public hearing on the date hereof on the Plan and on the issuance of the Bonds to finance capital improvements to several county roads and bridges, as detailed in the County's 2015 - 2019 Capital Improvement Plan. The two statutory authorities for the issue are County Capital Improvement Plan (CIP) Bonds and County State Aid Bonds. The CIP will comprise \$4,885,000, funding improvements to CSAH 28, CSAH 32 and County Road 104. The County will pay debt service with future ad valorem property taxes. The State Aid will comprise \$5,090,000, funding improvements to CSAH 3, CSAH 7, CSAH 14, CSAH 23, and CSAH 33. The County will pay debt service with future state aid revenues. As described in the Act and in the Plan (the “Project”);

WHEREAS, the Board has considered the factors described in subdivision 3 of the Act with respect to the Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby a) approves the Plan, and (b) authorizes the issuance of the Bonds in an amount not to exceed \$9,975,000. Pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), Ehlers & Associates is authorized to prepare and distribute an Official Statement and to solicit proposals for the Bonds on behalf of the County on a negotiated basis. This Board shall meet on January 27, 2015, for the purpose of considering proposals for the purchase of the Bonds and of taking such action thereon as may be in the best interests of the County.

Bruce Kimmel, Ehlers & Associates appeared before the Board to discuss the 2015 Bond Sale.

Commissioner King introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$9,975,000 General Obligation Bonds, Series 2015A**

A. WHEREAS, the Board of Commissioners of the Le Sueur County, Minnesota has heretofore determined that it is necessary and expedient to issue the County's \$9,975,000 General Obligation Bonds, Series 2015A (the "Bonds"), to finance several road improvements in the County; and

B. WHEREAS, the County has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Le Sueur County, Minnesota, as follows:

1. Authorization; Findings. The Board of Commissioners hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.

2. Meeting; Proposal Opening. The Board of Commissioners shall meet at approximately 11:00 am on Tuesday, January 27, 2015, for the purpose of considering sealed proposals for and awarding the sale of the Bonds.

3. Official Statement. In connection with said sale, the officers or employees of the County are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner Gliszinski and, after full discussion thereof and upon a vote being taken thereon, the Board of Commissioners unanimously voted in favor thereof.

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, January 6, 2015 at 9:00 a.m.

ATTEST:

Le Sueur County Administrator

Le Sueur County Chairman

**Summary Minutes of Le Sueur County Board of Commissioners Meeting
December 23, 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 23, 2014 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfling, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.

●The Board approved the agenda for the business of the day. (Connolly-Wetzel)

●On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the consent agenda: Approved the December 16, 2014 Minutes and Summary Minutes. (King-Gliszinski)

●The Board granted a Conditional Use Permit to MARK & AMANDA JACOBY, MADISON LAKE, MN have applied for a Conditional Use Permit to allow grading, excavating, and filling of approximately 73 cubic yards of material outside the shore impact zone in a Recreational Residential "RR" District on a Recreational Development "RD" lake, Lake Washington. Property is located at Lot 14, Block 1, Hiniker Rolling Acres, Section 17, Washington Township. Findings are on file at the Planning and Zoning Office. (Wetzel-Connolly)

●The Board approved the recommendation to hire Miranda Rosa as a part time Drug Court Coordinator, in Court Administration, as a Grade 13, Step 1 at \$25.17 per hour, effective January 15, 2015. (King-Wetzel)

●The Board approved the recommendation to grant regular status to Corey Schwartz, full time Appraiser, in the County Assessor's Office, effective December 16, 2014. (Connolly-Gliszinski)

●The Board approved the recommendation to hire Danielle Pankratz as a part time Homemaker, in Public Health, as a Grade 1, Step 1 at \$12.51 per hour, effective December 29, 2014. (Connolly-Gliszinski)

●The Board approved the recommendation to grant regular status to Michaela Erickson, part time Home Health Aide, in Public Health, effective December 19, 2014. (Wetzel-King)

●The Board approved the recommendation to grant regular status to Sierra Copp, part time Jailer/Dispatcher, in the Sheriff's Office, effective December 16, 2014. (Gliszinski-Connolly)

●The Board adopted the following resolution setting the 2015 mileage reimbursement rate: (Gliszinski-Wetzel)

BE IT RESOLVED: That the Le Sueur County Board of Commissioners hereby sets the mileage reimbursement for Le Sueur County Employees to be the Federal IRS mileage at 57.5 cents per mile and 2 cents per mile additional for those Water Patrol Officers while pulling a water patrol boat for the year 2015.

●The Board adopted the 2015 Per Diem Rate: (Wetzel-King)

BE IT RESOLVED: That the Le Sueur County Board of Commissioners hereby sets the 2015 Per Diem at \$50.00 per half day and \$80.00 per full day, effective January 1, 2015.

●The Board set the 2015 Per Diem Eligible Committees as follows: (Gliszinski-Connolly)

2015 PER DIEM ELIGIBLE COMMITTEES: Personnel Policy Committee, Scenic Byway Alliance, Family Services Collaborative, Labor Management, Historical Society, Union Negotiations, Fair Board, PIC, Law Library, Airport Commissions, Extension, MVCOG, Le Sueur/Waseca Regional Library, Road & Bridge, Transportation Alliance, Annual Township Meeting, Personnel Interviews, all AMC Policy Committees, AMC, NACO, Le Sueur - Waseca Community Health Board, Planning & Zoning matters, Tri-County Solid Waste, Cannon River Matters, MSSA, Mental Health Advisory, Immtrack Joint Powers Board, Region 9, MVAC, EMS Joint Powers, HRA, Multi-County HRA, Region 9, Le Sueur County Aging and Transit, Ney Foundation, Envision 2020, Parks, Le Sueur – Scott Joint Drainage Authority, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority, Public Health Emergency Preparedness Advisory Committee, Public Health Advisory Committee, LCDS Inc., Employee Reclassification Committee, German – Jefferson Sewer District, Regional Radio Board,

GBERBA, Middle MN River Watershed, SHIP (Statewide Health Improvement Program) and any other newly created committees recognized by the County Board in the year 2015..

- The following resolution was adopted: (King-Wetzel)

BE IT RESOLVED: that all members of the County Board, the Human Services Director, the County Engineer / Administrator, and the County Auditor / Treasurer are hereby designated as Association of Minnesota Delegates for Le Sueur County in 2015.

BE IT FURTHER RESOLVED: that all officials and their delegates are hereby authorized to attend all meetings called by their respective associations, regional and national, including regular meetings called during the year 2015, and

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

- The Board established the 2015 annual base salary of the Le Sueur County Board of Commissioners to be \$27,540 plus cafeteria benefits as negotiated by the Union Contracts. (King-Gliszinski)

- The Board adopted the following resolution setting the 2015 Le Sueur County hours of operation: (Connolly-Gliszinski)

THEREFORE BE IT RESOLVED: That all employees except for public safety and the county highway department employees shall have their normal work week at 39.5 hours in 2015.

BE IT FURTHER RESOLVED: That the normal hours of operation for the County Courthouse and Planning and Zoning Office shall be 8:00 a.m. to 4:30 p.m. on Mondays thru Thursday and 8:00 a.m. to 4:00 p.m. on Friday for 2015.

- The Board accepted the resignation of Arthur Poll from the HRA Board. (King-Gliszinski)

- At 10:00 a.m. the Chairperson called the Public Hearing for the approval of the 2015 to 2019 Capital Improvement Bonds pursuant to Minnesota Statutes, Section 373.40.

The Chairperson stated that this was the time and place fixed for a public hearing to be held on the County's Capital Improvement Plan (the "Plan") and issuance of bonds (the "Bonds") under Minnesota Statutes, Section 373.40. The County Administrator presented an affidavit showing publication of the notice of public hearing at least fourteen (14) but not more than twenty-eight (28) days prior to the date fixed for the public hearing in the Lake Region Life, being the official newspaper of the County. The affidavit was examined, found to be satisfactory and ordered it to be placed on file with the County Administrator.

The Chairperson then opened the meeting for the public hearing on the proposal to adopt the Plan and approve the issuance of the Bonds. The purpose of the hearing was explained, the nature of the Plan and the Bonds was discussed and all persons present who desired to do so were afforded an opportunity to express their views with respect to the proposal to approve the Plan and issue the Bonds.

With no comments being received from the public on the proposals, at 10:20 a.m. the Chairperson declared the public hearing to be closed.

- The Board approved the following resolution: (Wetzel-Gliszinski)

RESOLUTION RELATING TO APPROVAL OF A CAPITAL IMPROVEMENT PLAN AND ISSUANCE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2015A

BE IT RESOLVED by the Board of Commissioners (the Board) of Le Sueur County, Minnesota (the Issuer), as follows:

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WHEREAS, the Board held a public hearing on the date hereof on the Plan and on the issuance of the Bonds to finance capital improvements to several county roads and bridges, as detailed in the County's 2015 - 2019 Capital Improvement Plan. The two statutory authorities for the issue are County Capital Improvement Plan (CIP) Bonds and County State Aid Bonds. The CIP will comprise \$4,885,000,

funding improvements to CSAH 28, CSAH 32 and County Road 104. The County will pay debt service with future ad valorem property taxes. The State Aid will comprise \$5,090,000, funding improvements to CSAH 3, CSAH 7, CSAH 14, CSAH 23, and CSAH 33. The County will pay debt service with future state aid revenues. As described in the Act and in the Plan (the "Project");

WHEREAS, the Board has considered the factors described in subdivision 3 of the Act with respect to the Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby a) approves the Plan, and (b) authorizes the issuance of the Bonds in an amount not to exceed \$9,975,000. Pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), Ehlers & Associates is authorized to prepare and distribute an Official Statement and to solicit proposals for the Bonds on behalf of the County on a negotiated basis. This Board shall meet on January 27, 2015, for the purpose of considering proposals for the purchase of the Bonds and of taking such action thereon as may be in the best interests of the County.

●Commissioner King introduced the following resolution and moved its adoption:

Resolution Providing for the Sale of \$9,975,000 General Obligation Bonds, Series 2015A:

A. WHEREAS, the Board of Commissioners of the Le Sueur County, Minnesota has heretofore determined that it is necessary and expedient to issue the County's \$9,975,000 General Obligation Bonds, Series 2015A (the "Bonds"), to finance several road improvements in the County; and

B. WHEREAS, the County has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds and is therefore authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Le Sueur County, Minnesota, as follows:

1. Authorization; Findings. The Board of Commissioners hereby authorizes Ehlers to solicit proposals for the sale of the Bonds.

2. Meeting; Proposal Opening. The Board of Commissioners shall meet at approximately 11:00 am on Tuesday, January 27, 2015, for the purpose of considering sealed proposals for and awarding the sale of the Bonds.

3. Official Statement. In connection with said sale, the officers or employees of the County are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

●The motion for the adoption of the foregoing resolution was duly seconded by Commissioner Gliszinski and, after full discussion thereof and upon a vote being taken thereon, the Board of Commissioners unanimously voted in favor thereof.

●The Board adjourned until Tuesday, January 6, 2015 at 9:00 a.m. (Connolly-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

Future Meetings 2015

January 6, 2015	Board Meeting , 9:00 a.m.
January 8, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
January 13, 2015	No Board Meeting
January 15, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
January 20, 2015	Board Meeting, 9:00 a.m. German-Jefferson Work Session, 11:00 a.m.
January 27, 2015	Board Meeting, 9:00 a.m. at the 4-H Family Center
February 3, 2015	Board Meeting, 9:00 a.m.
February 10, 2015	No Board Meeting
February 12, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
February 17, 2015	Board Meeting, 9:00 a.m.
February 19, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
February 24, 2015	Board Meeting, 9:00 a.m.

Le Sueur County, MN

Tuesday, January 6, 2015

Board Meeting

Item 3

9:20 a.m. End of Year Claims (10 min)

Staff Contact:

Le Sueur County, MN

Tuesday, January 6, 2015

Board Meeting

Item 4

9:30 a.m. Human Resources (10 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 January 6, 2015

Recommendation to promote Carla Mador as a full time Sheriff Administrative Assistant, in the Sheriff's Office, as a Grade 6, Step 9, at \$22.17 per hour effective January 12, 2015.

Recommendation to promote Missy Erickson as a full time Sheriff Administrative Assistant, in the Sheriff's Office, as a Grade 6, Step 4, at \$18.62 per hour effective January 12, 2015.

Recommendation to promote Emily O'Brien as a full time Sheriff Administrative Assistant, in the Sheriff's Office, as a Grade 6, Step 2, at \$17.34 per hour effective January 12, 2015.

Recommendation to appoint Connie Kopet as a full time Chief Deputy Auditor-Treasurer, in the Auditor-Treasurer's Office, as a Grade 11, Step 5, at 25.83 per hour, effective January 12, 2015.

Recommendation to grant regular status to Shayne Bender, full time County Assessor, in the County Assessor's Office, effective January 1, 2015. Shayne has completed the one-year probationary period.

Recommendation to post and request the merit list for a full time Eligibility Worker, in Human Services, as a Grade 6, Step 1 at \$16.74 per hour.

Recommendation to grant regular status to Cortney Haugen, full time Jailer/Dispatcher, in the Sheriff's Office, effective January 1, 2015. Cortney has completed the one-year probationary period.

Equal Opportunity Employer

Le Sueur County, MN

Tuesday, January 6, 2015

Board Meeting

Item 5

9:40 a.m. Middle and Lower MN Civic Engagement funding; Gravel Tax Request for Shoreland; Water plan Extension (20 min)

The MPCA has funding available for Civic Engagement; needs a fiscal agent; Requesting Gravel Tax \$92,240 for shore land cost share projects. Approve Prairie Restoration to redo Ray's Lake County Park Shoreline. Resolution for Water Plan extension.

Staff Contact: Lauren Klement

January 6, 2015 County Board agenda Item

1. Civic Engagement Funding:

The MPCA has funding for Civic Engagement for Le Sueur County for the Lower Minnesota and the Middle Minnesota River Watersheds.

Middle MN: Nicollet County is going to be the fiscal agent for the Middle Minnesota. We have been allocated \$12,000. 10% for administration is allowed. Le Sueur County will request \$600 for administration of the project and \$600 will go to Nicollet County or Brown County for coordination of civic engagement of the entire watershed.

Lower Minnesota: The MPCA is looking for a fiscal agent for the Lower MN civic engagement funding which includes Rice County. Le Sueur County's amount is \$45,500 and Rice County's portion is \$13,500. Rice County would invoice Le Sueur County for their portion.

2. Gravel Tax Request for Shoreland Cost Share Projects:

Round one of shoreland gravel tax projects is nearing completion.

Current Budget approved: \$159,320

Projects Completed: \$70,732.38

Projects that will be completed in 2015: 87,057

Total spent and encumbered: 157,789.38

Remaining: \$1,530.62

Round two of shoreland gravel tax cost share projects:

I am requesting \$92,240 for seven projects. Three of these projects were severely damaged by flooding (Waterville x 2 and Lake Washington); one project that the DNR funded failed due to unusual and weather related circumstances that were beyond the county's control (Ray's Lake Park).

Rays Lake County Park	\$ 35,200.00
McGillen	\$ 16,830.00
Woodbine Townhouses	\$ 6,000.00 (was \$4,500)
Krenik Pond Dredging	\$ 25,000.00
Waterville Rain Garden repair	\$ 1,730.00
Waterville Buffer	\$ 3,480.00
Lake Washington Park RG	\$ 4,000.00
Total	\$ 92,240.00 (Was \$90,740)

I have four future projects all on Lake Volney that I am waiting for estimates to come through. A request for funding will be made in the future.

An update: We are paying the contractor directly with the landowners and the contractors signing off on the payment voucher. As of January 1st, I would like to only have cash match. The Woodbine project will need in-kind since they have been planning this in 2014. They will have volunteers planting the garden.

3. Prairie Restoration Proposal for Ray's Lake County Park: Due to weather conditions, roadway bed being compacted, the DNR Shoreland Habitat Restoration grant funded project failed. Prairie Restoration has a good reputation for successful projects. The proposal includes three years of maintenance, which is what is needed to ensure success. See attachment. I will write up a contract that the county attorney will approve. If this request is approved at the board meeting then the county administrator can sign the contract.

Proposal to Create a Native Landscape along the Ray's Lake Shoreline near Elysian, Minnesota

Prepared for:
Lauren Klement
Le Sueur County
Environmental Resource Specialist

Prepared by:
John Pauley
Site and Sales Manager
507.663.1091
jpauley@prairieresto.com

Project Area:
approximately 2 acres

Prairie Restorations, Inc. 

31646 128th St.
Princeton, MN 55371
www.prairieresto.com

A. Company Background: <http://www.prairieresto.com/mission.shtml> (Follow the blue links to learn more)

Prairie Restorations, Inc. (PRI) has been dedicated to the restoration and management of native plant communities for over 37 years. We are fortunate to have worked with thousands of clients on a wide variety of projects in both the public and private sectors throughout the Upper Midwest.

The PRI staff currently consists of 45 full-time professionals and about an equal number of seasonal employees which operate out of six Minnesota locations. Most of the staff has B.S. degrees in natural resource related fields such as biology, forestry, horticulture or wildlife. As a full service restoration company, PRI is able to provide our clients expertise and service in all facets of native landscape restoration. Along with consulting, design, installation and land management services, we also produce our own local ecotype seed and plant materials which are used on all of our projects.

The PRI Team is committed to and passionate about protecting and enhancing our valuable natural resources. It is this dedication that is brought to each and every one of our projects. We are proud to offer the best expertise, services and products available in the industry and appreciate the opportunity to provide you with this proposal.

B. Project Overview:

1. The area to be restored is on the western shoreline of Rays's Lake. The shoreline itself has had rip-rap placed along the entire shore from the water's edge at least halfway up the slope. The top of the slope had previously been planted in what looks to be a combination of shrubs and native plant groupings. The planting is badly degraded and not worth salvaging at this point. Beyond the immediate shoreline is an abandoned roadway. This area is severely compacted and previous restoration attempts have failed probably due to compaction and poor soils.
2. Establishing a native landscape (http://www.prairieresto.com/establish_landscape.shtml) in this area will provide a long term, ecologically sound landscape that is adapted to the existing conditions of the site. The current vegetation will be removed through a cycle of spraying, cutting, burning and raking. The roadbed should be deep-ripped with a sub-soiler implement to loosen compaction and allow for plant root growth. Once prepared, this proposal suggests planting a combination of native shrubs, grasses and flowers to provide for a diverse and colorful shoreline restoration.
3. An estimate for 3 years of Establishment Period Vegetation Management is included in this proposal.

C. Site preparation: http://www.prairieresto.com/installation_preparation.shtml

1. The abandoned roadbed should be deep-ripped by a subsoiler implement to reduce compaction. After the site is ripped it should be leveled with a disk before the clods of earth dry so that the clods are broken down.
2. This spring, allow regrowth to occur and apply a glyphosate herbicide (Roundup® or equivalent) and a triclopyr herbicide (Garlon 3A® or equivalent) with appropriate surfactants, as per manufacturer's directions to the actively growing vegetation. Allow a minimum of 30 days before disturbing the site with other procedures.
3. Remove the dead vegetation by implementing a controlled burn using appropriate procedures, equipment and permits.
4. Lightly till the soil to create an open seedbed and to encourage weed seed germination.
5. Again, allow the area to regrow and apply a glyphosate herbicide (Roundup® or equivalent) and a triclopyr herbicide (Garlon 3A® or equivalent) with appropriate surfactants, as per manufacturer's directions. Allow a minimum of 30 days before disturbing the vegetation with other procedures.
6. Before planting, harrow or rake the soil to create a smooth seedbed.

D. Seed and Seeding: http://www.prairieresto.com/installation_seeding.shtml

1. Acceptable seeding dates for native species are in the spring or summer before August 10th or in the fall between September 20th and freeze-up. This project would likely be seeded in the late summer and fall of 2015.
2. All seed will be applied by broadcasting.
3. A rolling or cultipacking will follow the seeding.
4. The seed mixes will consist of the following species and amounts:

Grass Seed	lbs./project area
Indian grass (<i>Sorghastrum nutans</i>).....	5 lbs
Cord grass (<i>Spartina pectinata</i>)	5 lbs
PRI Short Dry Grass Mix:	
46% Little bluestem, 34% Side oats grama,	
8% Blue grama by PLS weight.	
4% Kalm's brome, 4% Poverty oat grass,	
2% Sand dropseed, 2% Prairie dropseed by bulk weight.	10 lbs

Wildflower Seed**oz./project area**

Giant hyssop (<i>Agastache foeniculum</i>)	1 oz
Leadplant (<i>Amorpha canescens</i>).....	3 oz
Butterfly weed (<i>Asclepias tuberosa</i>).....	3 oz
Azure aster (<i>Aster oolentangiensis</i>).....	2 oz
Wild indigo (<i>Baptisia alba</i>)	1 oz
Stiff tickseed (<i>Coreopsis palmata</i>)	3 oz
Purple coneflower (<i>Echinacea purpurea</i>)	4 oz
Rattlesnake master (<i>Eryngium yuccifolium</i>)	1 oz
Yellowish gentian (<i>Gentiana alba</i>).....	3 oz
Common ox-eye (<i>Heliopsis helianthoides</i>).....	2 oz
Bush clover (<i>Lespedeza capitata</i>)	2 oz
Wild lupine (<i>Lupinus perennis</i>)	4 oz
Showy penstemon (<i>Penstemon grandiflorus</i>)	4 oz
Purple prairie clover (<i>Petalostemum purpureum</i>).....	4 oz
Yellow coneflower (<i>Ratibida pinnata</i>)	2 oz
Black-eyed Susan (<i>Rudbeckia hirta</i>).....	2 oz
Gray goldenrod (<i>Solidago nemoralis</i>).....	2 oz
Showy goldenrod (<i>Solidago speciosa</i>)	1 oz
Spiderwort (<i>Tradescantia occidentalis</i>)	2 oz
Hoary vervain (<i>Verbena stricta</i>).....	3 oz
Golden alexanders (<i>Zizia aurea</i>)	2 oz

E. Erosion Control: http://www.prairieresto.com/installation_erosion.shtml

1. Cover crop will be sown along with the native grasses.
2. The seeded areas will be mulched with Little bluestem straw at a rate of 1.5 tons per acre.
3. All mulch will be immediately crimped in place with a disk-anchor type implement.

F. Plants and Planting:

1. Immediately following the implementation of any erosion control measures, the planting will be further diversified with native wildflower and/or grass plants (plugs or 4 inch pots). These will be planted individually in appropriate microhabitats throughout, or in designated areas of the project. The plants used will consist primarily of species other than those previously seeded.
2. From the following list a minimum of 16 species will be used.

Wildflowers

<http://www.prairieresto.com/CategoryList.php?cid=10>

Prairie onion (<i>Allium stellatum</i>)	Heath aster (<i>Aster ericoides</i>)
Thimbleweed (<i>Anemone cylindrica</i>)	Aromatic aster (<i>Aster oblongifolius</i>)
Whorled milkweed (<i>Asclepias verticillata</i>)	New Jersey tea (<i>Ceanothus americanus</i>)

Prairie larkspur (*Delphinium virescens*)
 Wild strawberry (*Fragaria virginiana*)
 Prairie smoke (*Geum triflorum*)
 Alum-root (*Heuchera richardsonii*)
 Rough blazing star (*Liatris aspera*)
 Meadow blazing star (*Liatris ligulistylis*)
 Dotted blazing star (*Liatris punctata*)

Prairie phlox (*Phlox pilosa*)
 Pasque flower (*Pulsatilla nuttalliana*)
 Blue-eyed grass (*Sisyrinchium campestre*)
 Blue marsh violet (*Viola cucullata*)
 Prairie violet (*Viola pedatifida*)
 Heart-leaved Alexander (*Zizia aptera*)

Grasses and Sedges

<http://www.prairieresto.com/CategoryList.php?cID=12>

June grass (*Koeleria macrantha*)
 Prairie dropseed (*Sporobolus heterolepis*)

G. Shoreline Shrubs

1. Container grown shrubs will be planted along the crest of the slope for the length of the project (1030 linear feet).
2. The shrubs will be mulched in continuous beds with shredded hardwood bark mulch at a depth of 3-4 inches.
3. Trees and shrubs will receive an initial watering at the time of planting.
4. The recommended species and sizes are listed below. Some adjustments may be required based on current availability.

Shrub Species

Regent serviceberry (<i>Amelanchier alnifolia</i>)	2 gallon
Red osier dogwood (<i>Cornus sericea</i>)	2 gallon
Nannyberry (<i>Viburnum lentago</i>)	2 gallon

H. Management: http://www.prairieresto.com/management_overview.shtml

1. Management (maintenance) plays a vital role in the eventual success of any native landscape installation, especially during the establishment period.
2. During the first growing season the project area may need to be mowed to control annual weed development. If a “closed” canopy of weed cover develops, it should be mowed to aid in the growth of the prairie seedlings by reducing competition. Mowing may also be necessary if the weeds are about to set seed. Optimum cutting height, depending on the wildflower species present, is typically 4 to 6 inches. Mowings done by PRI will be billed separately unless they are included as part of the installation contract.
3. In years following the first growing season, management services could include site monitoring, prescribed burning, mowing, spot spraying, spot mowing, herbicide wicking or hand weeding. PRI provides estimates for management services on an

annual basis prior to the growing season. Most of these services are billed on a time and materials basis and the annual estimates are not exceeded without client approval. Some services such prescribed burning are provided as a lump sum cost. A summary of billing rates and materials costs will be provided with the estimate.

I. Costs:

Project set up and mobilization.....	\$1,200
Willow and woody plant removal	\$1,800
Site preparation	\$5,200
<i>(includes all spraying, burning, disking, harrowing)</i>	
Seed and seeding as specified	\$4,150
Little Bluestem mulching as specified	\$800
Suggested budget for wildflower seedlings.....	\$3,500
<i>(plugs installed @ \$2.20/plant; 4" pots @ \$6.50/plant)</i>	
360 #2 gallon shrubs (360 installed @ \$35.00 each)	\$12,600
Total	\$29,250
First year maintenance estimate	\$1,000
Second year maintenance estimate	\$1,200
Third year maintenance estimate	\$1,200
Watering if needed	\$800/trip

J. Contract:

If you accept the proposal as written and want to proceed with the project, please sign the contract below.

Property Owner: _____

Date: _____

Contractor: Prairie Restorations, Inc.

By: _____

Date: _____

PRAIRIE RESTORATION SUBCONTRACT

JANUARY 6, 2015

DRAFT

The **AGREEMENT**, Made and entered into January 6, 2015, between Le Sueur County hereinafter called the "**PROJECT SPONSOR**" and Prairie Restorations, Inc. called the "**SUBCONTRACTOR**". For the purposes of this contract the County's official designee, shall be considered the County's project officer.

WITNESS: That in consideration of mutual covenants herein contained, the **PROJECT SPONSOR** agrees to employ the **SUBCONTRACTOR** to perform the services hereinafter outlined in connection with providing shoreline restoration services for Ray's Lake County Park. The **PROJECT SPONSOR**, through local funding, agrees to pay the **SUBCONTRACTOR** for such services according to the schedule of fees herein contained in Exhibit A. **This contract would provide for services between the dates of January 6, 2015 to September 6, 2017**

Further, the **SUBCONTRACTOR** agrees that the **SUBCONTRACTOR** shall provide the restoration services according to Exhibit A.

I. SCOPE OF SERVICES

The period of this contract shall be from the date January 6, 2015 to September 6, 2017. Over the Contract Period the services that the **SUBCONTRACTOR** agrees to perform are as follows and as documented in Exhibit A;

1. Establishing a native shoreline through restoration at the Le Sueur County Park at Ray's Lake.
2. Three years of vegetation management.

II COMPENSATION

For the services covered by the contract, the **PROJECT SPONSOR** agrees to pay the **SUBCONTRACTOR** an amount not to exceed \$35,200.00 as described in Exhibit A. **SUBCONTRACTOR** to submit requests for reimbursements of services rendered via invoices and satisfactory completion of work tasks. The **PROJECT SPONSOR** will withhold 10% of the contract amount dependent upon the presenting the deliverables listed in Exhibit A, to the **PROJECT SPONSOR**. The **SUBCONTRACTOR** agrees to comply with the terms and conditions set forth in the Ray's Lake Project entered into by and between the **PROJECT SPONSOR**, for gravel tax funds for this contract.

III. IDEMNIFICATION AND HOLD HARMLESS

The **SUBCONTRACTOR** shall fully defend, indemnify and hold harmless the **PROJECT SPONSOR** against any and all claims, losses, liability, suits, judgments, costs and expenses that arise or may arise against **SUBCONTRACTOR**, it agents, servants, or employees as a consequence of any negligent act or omission or intentional act on the part of the **SUBCONTRACTOR** or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the **PROJECT SPONSOR** or any of its members. The **SUBCONTRACTOR** shall indemnify, hold harmless, and defend the **PROJECT SPONSOR** and its members against any and all liability, loss, costs, damages,

expenses, claims or actions, including attorney fees which the Client or its members may hereafter sustain, incur, or be required to pay, arising out of or by reason of any negligent act or omission or intentional act of **SUBCONTRACTOR**, its agents, servants or employee, in the execution, performance, or failure to adequately perform the **SUBCONTRACTOR**'s obligations pursuant to this Agreement.

This agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.

IV. PROOF OF INSURANCE

The **SUBCONTRACTOR** shall obtain liability, property and auto insurance as it deems necessary and may obtain other insurance it deems necessary to indemnify the **PROJECT SPONSOR** for actions of the **SUBCONTRACTOR** arising out of this Agreement. The **SUBCONTRACTOR** agrees that at all times during the term of this Agreement, have and keep in force liability insurance at an amount required by MS 466.04, subdivision 1.

- A. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$1,500,000 for total bodily injuries, death, personal injuries or property damage arising from one occurrence with an annual aggregate limit of not less than \$1,500,000.
- B. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than \$1,500,000 per accident for property damage, \$1,500,000 for bodily injury and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
- C. Any policy obtained and maintained under this clause shall provide that it shall not be canceled materially changed, or not renewed without thirty (30) days prior notice thereof to the **PROJECT SPONSOR**.

V. PROJECT CHANGE REQUESTS

Communication of project change requests will begin between the **SUBCONTRACTOR** and the **PROJECT SPONSOR**. Formal project change requests by the **SUBCONTRACTOR** shall be in writing by the **SUBCONTRACTOR** to the **PROJECT SPONSOR**. Project change requests by the **PROJECT SPONSOR** shall be in writing to the **SUBCONTRACTOR**. All changes to the project are to be approved by the **PROJECT SPONSOR**.

VI. NON DISCRIMINATION IN EMPLOYMENT

During the performance of this Subcontract, the **SUBCONTRACTOR** shall not, because of age, sexual preference, political affiliation, race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance or disability, discriminate against any person with respect to hire, tenure, compensation, terms of employment, upgrading of employment, facilities, privileges or conditions of employment; refuse to hire persons seeking employment; or discharge an employee.

VII. NON DISCRIMINATION IN AVAILABILITY & USE OF FACILITIES

During the performance of this Subcontract, the **SUBCONTRACTOR** shall not exclude any person from participating in, deny them the benefits of, or discriminate against them on the basis of race, color, creed, religion, national origin, sex, marital status, age, sexual preference, political affiliation, or status with regard to public assistance or disability.

VIII. OWNERSHIP OF DOCUMENTS

Any reports, studies, photographs, negatives, graphs, audio or video tapes, computer software or any other documents or materials prepared by or for the **SUBCONTRACTOR** in the performance of its obligations under this Subcontract shall be the exclusive property of the **PROJECT SPONSOR** and all such products shall be remitted to the **PROJECT SPONSOR** upon completion, termination or cancellation of this Subcontract. The **SUBCONTRACTOR** shall not use, willingly allow to or cause to have such products used for any purpose other than the performance of the **SUBCONTRACTOR's** obligations under this Subcontract, without the prior written consent of the **PROJECT SPONSOR**.

IX. TERM

This Agreement shall commence upon approval of each Party and signature of the official with authority to bind the entity listed above.

X. TERMINATION

Termination with just reason must be by written or fax notice to the **PROJECT SPONSOR**. The **PROJECT SPONSOR** will notify the **SUBCONTRACTOR** in writing if termination for insufficient performance and/or lack of fiscal integrity occurs. The State and the **PROJECT SPONSOR** are not obligated to pay for any services that are provided after the notice and effective date of termination.

Termination for Insufficient Funding: If funding cannot be continued at a level sufficient to allow for the payment of the services covered here, The **PROJECT SPONSOR** will notify the **SUBCONTRACTOR** in writing if termination for insufficient funding occurs. The State and **PROJECT SPONSOR** are not obligated to pay for any services that are provided after notice and effective date of termination.

XI. STANDARD OF CARE

In performing the work, **SUBCONTRACTOR** will exercise the same care, skill and diligence normally provided by a similar professional working under the same or similar circumstances in a similar geographic location in the performance of the Services identified herein.

IN WITNESS WHEREOF, the parties hereto have made and executed the Subcontract as of the date and year first above written, intending to be bound thereby.

LE SUEUR COUNTY (PROJECT SPONSOR)

Name

Title

Signature

Date

PRAIRIE RESTORATIONS, INC

Name

Title

Signature

Date

RAY'S LAKE SHORELINE RESTORATION
Exhibit A: Work Plan and Budget
Prairie Restorations, Inc.

- A. Site Preparation
- B. Seed and Seeding
- C. Erosion Control
- D. Plants and Planting
- E. Shoreline Shrubs
- F. Management/Maintenance

Cost:

Project set up and mobilization	\$1,200
Willow and woody plant removal	\$1,800
Site preparation	\$5,200
Seed and seeding	\$4,150
Mulching	\$800
Wildflower seedlings	\$3,500
360 shrubs	\$12,600

Sub-total: \$29,250

Maintenance Estimate

2015 maintenance	\$1,000
2016 maintenance	\$1,200
2017 maintenance	\$1,200

Sub-total: \$3,400

Watering if needed	\$800/trip x 3= <u>\$2,400</u>
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Oversight	\$150
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Total: \$35,200

Attached: Prairie Restoration Document



Le Sueur County Commissioners

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

TEL: 507-357-2251 FAX: 507-357-6375

Steven Rohlfsing, Joseph Connolly, Lance Wetzell,
John King, Dave Gliszinski

January 6, 2015

Mr. Jeff Nielsen
Minnesota Board of Water and Soil Resources (BWSR)
261 Highway 15 South
New Ulm MN 56073

Dear Mr. Nielsen,

The Le Sueur County comprehensive local water plan expires on December 31, 2015. Le Sueur County Environmental Services is requesting an extension for the Le Sueur County Comprehensive Local Water Plan from December 31, 2015 to June 30, 2016 with the enclosed resolution.

Staff met with Chris Hughes and Melissa Lewis of BWSR on October 24, 2014 to discuss the transition to One Watershed One Plan. BWSR discussed the need to continue to have a water plan in place during the transition.

The recommendation was to request a six month extension to update the water plan instead of a complete revision. Updating the water plan consists of amending the implementation section and the executive summary.

The short term reason for the extension is the upcoming change in Le Sueur County staff. This will give the successor time to get acquainted with the position and time to complete the update. The long term reason is to participate in the transition of the Minnesota Pollution Control Agency's Watershed Restoration and Protection Strategies (WRAPS) for the watersheds located in Le Sueur County and creating watershed plans within the framework of One Watershed One Plan. The WRAPS schedule for Le Sueur County watersheds:

Watershed	Monitoring	Report Due
Cannon	2011-2012	2015
Lower Minnesota	2014-2015	2017
Middle Minnesota	2013-2014	2016



Le Sueur County Commissioners

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

TEL: 507-357-2251 FAX: 507-357-6375

Steven Rohlfsing, Joseph Connolly, Lance Wetzel,
John King, Dave Gliszinski

The additional time requested will allow staff to utilize the information and scientific data obtained in the WRAPS process.

Le Sueur County thanks you for your consideration with this request.

Respectfully,

Le Sueur County Board Chair

Enclosures: Resolution

RESOLUTION TO UPDATE THE 2010-2015 LE SUEUR COUNTY COMPREHENSIVE WATER MANAGEMENT PLAN

WHEREAS, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota counties to develop and implement a comprehensive local water management plan, and

WHEREAS, the Act requires that a county update and revise their comprehensive local water management plan on a periodic basis, and

WHEREAS, the Act encourages that a county coordinate its planning with contiguous counties, and solicit input from local governmental units and state review agencies, and

WHEREAS, the Act requires that plans and official controls of other local governmental units be consistent with the comprehensive local water management plan, and

WHEREAS, Le Sueur County has determined that the updating of the 2010-2015 comprehensive local water management plan to a 2016-2021 plan will continue to promote the health and welfare of the citizens of Le Sueur County.

WHEREAS, Minnesota Statute 103B.3367 allows the Board of Water and Soil Resources to grant extensions with or without conditions of the revision date of a comprehensive local water management plan with the primary goals of facilitating transition to One Watershed, One Plan, participation in and use of Watershed Restoration and Protection Strategies and maintaining eligibility for applying for and receiving grants.

NOW, THEREFORE, BE IT RESOLVED that the Le Sueur County Board of Commissioners request a six month extension of the current comprehensive local water management plan to June 30, 2016 to revise and update its current executive summary and implementation components of the comprehensive local water management plan ~~with the~~ and resolve to transition to watershed based planning through participation in the Watershed Restoration and Protection Strategies program and development of watershed plans for the Cannon River, East Lower Minnesota River and Middle Minnesota River within the One Watershed, One Plan framework.

BE IT FURTHER RESOLVED that Le Sueur County may consider reducing the number of planning areas within the county by requesting an adjustment to combine the portion of the Middle Minnesota Watershed within Le Sueur County with the East Lower Minnesota Watershed boundary.

BE IT FURTHER RESOLVED THAT Le Sueur County will coordinate its efforts in the revision and update of its plan with all local units of government within the county, and the state review agencies.

BE IT FURTHER RESOLVED that the Le Sueur County Board of Commissioners has previously authorized the establishment of a Water Management Advisory Committee with the responsibility of revising and updating the plan and who shall report to the County Board on a periodic basis.

BE IT FURTHER RESOLVED that the Le Sueur County Board of Commissioners delegates Kathy Brockway the Planning and Zoning Director interim contact person for coordinating, assembling and

writing the updated comprehensive local water management plan until the water plan position successor is hired. This is pursuant to Minnesota Statutes 103B.301 and Minnesota Rules 9300.

State of MN)
Le Sueur County) ss

I, Darrell Pettis, County Administrator, Le Sueur County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Le Sueur County Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on August 19, 2014, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 19 day of August 2014.

Darrell Pettis, County Administrator

District/Commissioner	Yes	No
1-Gliszinski		
2-Connolly		
3-King		
4-Wetzel		
5-Rohlfing		

Le Sueur County, MN

Tuesday, January 6, 2015

Board Meeting

Item 6

10:00 a.m. Open Newspaper Bids

Staff Contact:

Le Sueur County, MN

Tuesday, January 6, 2015

Board Meeting

Item 7

10:05 a.m. Amy Beatty (5 min)

RE: Recycling Agreement

Staff Contact:

Le Sueur County Environmental Services

Mailing Address:

88 South Park Avenue
Le Center, MN 56057
Direct Dial (507) 357-8538

Physical Address:

515 South Maple Avenue
Le Center, MN 56057
Fax (507) 357-8541

Date: Friday, December 26, 2014

To: Le Sueur County Board of Commissioners

From: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: Le Sueur County and City of Le Center Recycling Agreement

Since 2001, the City of Le Center has operated a recycling facility open to all county residents. The county has funded the recycling facility with SCORE¹ funding.

Change to the 2015 agreement:

1. The term of the agreement – January 1, 2015 to December 31, 2015.

It is my recommendation that the Le Sueur County Board of Commissioners to make a motion to sign this agreement between Le Sueur County and the City of Le Center for the city to operate a county-wide recycling facility.

¹ In 1989, the Minnesota Legislature adopted comprehensive waste reduction and recycling legislation based on the recommendations of the Governor's Select Committee on Recycling and the Environment. SCORE is part of Minnesota's Waste Management Act and provides counties with a funding source to develop waste reduction, recycling and solid waste management programs. Ambitious goals for recycling and waste reduction were set for Minnesota counties and have typically been met, if not exceeded.

RECYCLING SERVICES AGREEMENT
BETWEEN CITY OF LE CENTER AND LE SUEUR COUNTY

THIS AGREEMENT is between the City of Le Center and Le Sueur County, through their respective City Council and Board of Commissioners, (hereinafter singly referred to as "Party" or jointly referred to as "Parties").

WHEREAS, Le Sueur County desires to create a mechanism whereby residents of the county may use a county-wide recycling facility; and

WHEREAS, it is recognized that there is a benefit derived from increasing the availability for recycling by the City of Le Center operating a county-wide recycling facility; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City of Le Center and Le Sueur County hereby agree as follows:

1. PURPOSE

This Agreement is to provide recycling and waste reduction services to the residents of Le Sueur County. The City of Le Center has agreed to receive the recyclable materials brought to the recycling center located at the city garage, 112 S. Lexington Avenue, Le Center, by any resident of Le Sueur County.

2. TERM

This Agreement shall commence on **January 1, 2015, and terminate on December 31, 2015**, unless terminated earlier as provided herein.

3. FACILITIES AND EQUIPMENT

The City agrees to receive recyclable materials at its recycling drop site at 112 S. Lexington Avenue, Le Center. The City has entered into a contract with a waste management company to provide recycling service. In this contract, the company will provide containers and will remove the recyclable materials on a set schedule. These materials will be transported to recycling facility that meets the requirements under state statutes and rules, county ordinances and solid waste management plan, and city ordinances.

The City of Le Center shall provide, at its own expense, such machinery and equipment as may be necessary to receive these recyclable materials.

4. RECYCLABLE MATERIAL

The following recyclable materials will be received at this recycling drop site at no charge to residents of Le Sueur County:

- a. Corrugated Cardboard. These are corrugated cardboard materials used primarily for packaging. Materials to be accepted must be 100% true corrugated, not coated with wax, plastics, or food contaminants or contain no chipboard.
- b. Aluminum, Tin/Steel, and Bi-Metal Food and Beverage Cans. These are containers fabricated primarily of aluminum, bi-metal, and tin-plated steel and commonly used for beverages and canned food products. Cans shall be rinsed and be reasonably clean. The following types of metals shall not be accepted aerosol cans, sheet metal, or scrap metal.
- c. Plastics, Numbers 1 through 7. Plastic containers must have a neck or pourable content. Containers shall be rinsed with all caps and lids removed. The following items shall not be accepted margarine tubs, ice cream buckets, food trays, and 5 gallon plastic pails.
- d. Glass Food and Beverage Containers. Clear, green, blue, and amber glass. These shall include containers fabricated of glass and used for packaging and bottling of various foods and beverages. Containers shall be rinsed with the caps removed. The following types of

Comment [a]: Change from 2014 to 2015

glass shall not be accepted window glass, mirrors, light bulbs, ceramics, and glass jars or bottles that contained hazardous materials.

- e. Mixed Paper. This included newspaper, magazines, catalogs, direct mail advertisements, brochures, booklets, office paper, hard and soft cover books, phone books, manila office folders, computer paper, envelopes, letters, and boxboard (cookie, cake, cereal, and chip boxes). The following items shall not be accepted beer/pop carrying cases, egg cartons, milk cartons, frozen food boxes, foil, plastic wrap, and carbon paper.

It is understood that recyclable materials will be accepted "commingled." Commingled recyclable materials shall be aluminum, bi-metal, steel/tin food and beverage containers, glass food and beverage containers, and numbers 1 through 7 plastic containers received together and handled as one commodity.

Recycled materials may be added to or deleted from the list by written request of the parties or as required by law.

5. FACILITY OPERATIONS

- a. Hours for operation of the recycling drop site are as follows: Each Saturday from 7:00 am to 12:00 pm. On the event a state or federal holiday falls on a Saturday, the recycling drop site is not required to be open to the public.
- b. The City of Le Center agrees to have at least one employee on site at all times during operational hours to assist county residents with recycling questions and sorting of recyclables.

6. PAYMENT

Le Sueur County shall pay the City of Le Center in the amount of **\$1,950.00 per month** for the term of the agreement. This payment will cover the costs for labor, recycling services, insurance, and miscellaneous costs.

7. PERMITS AND LICENSES

The City of Le Center shall be responsible for all applicable state and county permits and licenses required to operate the facility.

8. RECORDS

Each Party shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each Party shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

9. AUDIT/ACCESS TO FACILITY

Each Party shall allow the other Party and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subdivision 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

In performing the provisions of this Agreement, each Party agrees to comply with all applicable federal, state or local laws, ordinances, rules and regulations.

Comment [a]: Same cost per month or increase?

9. AFFIRMATIVE ACTION

No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subject to unlawful discrimination under any program, service or activity hereunder.

10. ENTIRE AGREEMENT

It is understood and agreed that this Agreement constitutes the entire agreement of the parties and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

11. AMENDMENTS

Except as otherwise provided in this Agreement, any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by each Party.

12. TERMINATION

Either Party may terminate this Agreement, with or without cause, by providing ninety (90) days' written notice to other Party. Termination shall not act to discharge any liability incurred by any Party before the effective date of termination, including payments or credits due. Such liability shall continue until appropriately discharged by law or agreement.

13. CONTACTS

The individuals designated as contact persons for this agreement for each party shall be:

Chris Collins
City of Le Center
10 West Tyrone Street
Le Center, MN 56057
Ph: 507-357-4450
Email: collinschrisl@yahoo.com

Amy Beatty
Le Sueur County Environmental Services
88 South Park Avenue
Le Center, MN 56057
Ph: 507-357-8203
Email: abeatty@co.le-sueur.mn.us

14. LIABILITY/INDEMNIFICATION AMONG THE PARTIES

- a. General Indemnification. The Parties agree that each Party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. Each Party shall defend, indemnify and hold harmless the other Party for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or the acts of its agents, employees or contractors.
- b. Indemnification for Benefit of Parties. The indemnification provisions of this Section 14 are for the benefit of the Parties only and shall not establish, of themselves, any liability to third parties. Nothing in this Agreement is intended to waive or limit the provisions of Minn. Stat. Chap. 466, or any other law, legislative or judicial, which limits governmental

liability.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written as follows:

CITY OF LE CENTER

COUNTY OF LE SUEUR

Mayor, City of Le Center

Chair, Le Sueur County Board of Commissioners

Date

Date

Approved as to form:

Approved as to form:

City of Le Center Attorney's Office

Le Sueur County Attorney's Office

Date

Date

City of Le Center Recycling Facility

Year	Co-Mingled (tons)	Paper/Cardboard (tons)	Cost Per Month	Yearly Cost	
2001	53.785	126.57	\$ 1,000.00	\$ 7,000.00	1st year of county-wide operation
2002	51.4	150.01	\$ 1,033.00	\$ 12,396.00	
2003	58.47	153.89	\$ 1,056.00	\$ 12,672.00	
2004	62.67	168.18	\$ 1,073.00	\$ 12,876.00	
2005	58.95	162.3	\$ 1,110.56	\$ 13,326.72	
2006	69.44	160.31	\$ 1,149.43	\$ 13,793.16	
2007	75.82	163.48	\$ 1,500.00	\$ 18,000.00	
2008	77.19	153.12	\$ 1,564.50	\$ 18,774.00	
2009	80.88	137.08	\$ 1,581.71	\$ 18,980.52	
2010	84.42	141.83	\$ 1,950.00	\$ 23,400.00	
2011	78.92	132.93	\$ 1,950.00	\$ 23,400.00	
2012	86.28	139.32	\$ 1,950.00	\$ 23,400.00	
2013	90.38	137.77	\$ 1,950.00	\$ 23,400.00	
Total	928.605	1926.79		\$ 221,418.40	

*Will receive the 2014 recycling tonnages when the city submits its license application.

Monthly payment adjusted annually by an amount equal to the percentage increase from the previous 12 month period by the Consumer Price Index. In 2006, the city asked for the 2007 monthly payment to be \$1500 + Consumer Price Index increase to cover the costs to operate.

The City of Le Center is responsible for all applicable permits and insurance.

Le Sueur County, MN

Tuesday, January 6, 2015

Board Meeting

Item 8

10:10 a.m. Shayne Bender (5 min)

RE: Clerical Abatements and Additions to Tax Rolls Annual Report

Staff Contact:

Le Sueur County, MN

Tuesday, January 6, 2015

Board Meeting

Item 9

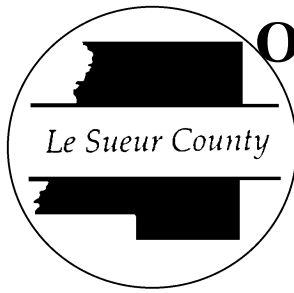
10:15 a.m. Pam Simonette (10 min)

RE: Depositories for 2015

RE: Claims to be Paid

RE: Dedicated Reserves

Staff Contact:



Office of the County Auditor-Treasurer

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057
TEL: 507-357-2251 FAX: 507-357-6375
Pam Simonette-County Auditor-Treasurer

January 6, 2015

Le Sueur County Board of Commissioners:

I hereby designate the following financial institutions as depositories of funds for Le Sueur County for 2015, provided they furnish proper and sufficient collateral or surety bond, as needed for such deposits.

- | | |
|-------------------------------------|----------------|
| 1. First National Bank | Le Center MN |
| 2. First State Bank | Le Center MN |
| 3. Frandsen Bank & Trust | Montgomery MN |
| 4. First Farmers and Merchants Bank | Le Sueur MN |
| 5. Cornerstone State Bank | Le Sueur MN |
| 6. HomeTown Bank | Cleveland MN |
| 7. Frandsen Bank & Trust | Waterville MN |
| 8. Elysian Bank | Elysian MN |
| 9. Wachovia Securities Inc. | Minneapolis MN |
| 10. Magic Fund | Minneapolis MN |
| 11. State Bank of New Prague | New Prague MN |

Sincerely,

Pam Simonette
Le Sueur County Auditor-Treasurer

Auditor-Treasurer Warrants for 2015

The Auditor-Treasurer's Office approved and paid the following claims in 2014 on a weekly basis and needs authorization to do so in 2015:

Bills that are discounted when paid in specific time period

Utilities/Telephone/Sewer & Water

Contract/Lease Payments

Employee's Credit Card Reimbursements

Class Registration/Reservations

Dues

Postage

Drug Investigation Money

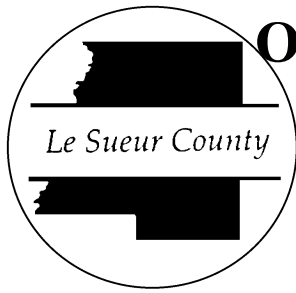
Tax Settlements/Appportionments

License Fees

Taxes & Special Assessments

Bond Payments

Septic Loans



Office of the County Auditor-Treasurer

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057
TEL: 507-357-2251 FAX: 507-357-6375
Pam Simonette-County Auditor-Treasurer

January 6, 2015

Le Sueur County Board of Commissioners:

The following is a list of the dedicated reserves for Le Sueur County for 2015:

Revenue Fund	4,831,796
Road & Bridge	9,743,765
Human Services	2,794,109
Environmental	391,947
Victim Witness	32,878
Solid Waste	1,546,752.45 (actual)
Bond Fund	538,132

Sincerely,

Pam Simonette
Le Sueur County Auditor-Treasurer

Le Sueur County, MN

Tuesday, January 6, 2015

Board Meeting

Item 10

10:25 a.m. Darrell Pettis, Administrator

RE: Request out of State Travel, NACE April 18 - 23

RE: Comittee Assignments

RE: S&P General Obligation

Staff Contact:

2015 County Board Re-Organization

The 2015 mileage reimbursement rate is \$0.575 per mile and \$0.02 per mile additional for water patrol officers for pulling water patrol boat.

2015 per diem rate is \$50.00 per half day and \$80.00 per full day.

Commissioner _____ is the 2015 County Board Chair and Commissioner _____ is the Vice Chair.

The _____ is the 2015 Official Legal Paper for Le Sueur County: Phone _____;
Fax _____; e-mail: _____

The _____ is the Second Publication: Phone _____; Fax _____; E-mail: _____

Commissioner Gliszinski (1): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridge, Guardian Ad Litem, Transportation Alliance, Fair Board, Planning & Zoning, Work Force Council, Labor Management, Insurance Review, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Scott Joint Drainage Authority, AMC Public Safety Policy Committee, (952) 212-1953 cell

Commissioner Connolly (2): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Insurance, Deferred Compensation, Law Library, Le Sueur County Aging & Transit, MVAC/HRA, AMC General Government Policy Committee, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Scott Joint Drainage Authority, . (507) 665-6150 home; (507) 340-9117 cell

Commissioner King (3): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Airport Commission for Le Sueur, MSSA, Joint Powers, MCIT, Transportation Alliance, Safety Committee, Minnesota River Board, Greater Blue Earth River Basin Alliance (GBERBA), Ney Foundation, Le Sueur – Waseca Regional Library, AMC Health & Human Services Policy Committee and Le Sueur – Scott Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority, Regional Radio Board, Employee Reclassification Committee, Union Negotiations, , **Extension.** (612) 756-4590 cell

Commissioner Wetzel (4): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Le Sueur County Developmental Services (LCDS), MVAC, EMS Joint Powers, MVCOG, Cannon River Watershed, Public Health Advisory Committee, Public Health Emergency Preparedness Advisory, Family Services Collaborative, Extension, Regional Radio Board, AMC Transportation & Infrastructure Policy Committee, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority and Transportation Alliance, Union Negotiations, Employee Reclassification Committee, Extension. (507) 357-6621 home; (952) 217-3009 cell

Commissioner Rohlffing (5): AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, MCIT, Mental Health Advisory, Immtrack Joint Powers Board, Transportation Alliance, VIP, Scenic Byway Alliance, MN River Basins, Region 9, SBA,, Minnesota River Board, Le Sueur County Developmental Services (LCDS), Envision 2020, Personnel Policy Committee Le Sueur – Waseca Regional Library, Mental Health Advisory, AMC Environment & Natural Resources Policy Committee, Historical Society, Le Sueur – Blue Earth Joint Drainage Authority, Airport Commission for Mankato, SHIP Community Leadership Team. (507) 317-5095 cell

2015 Canvassing Board Members; Commissioners Rohlffing and Wetzel

RatingsDirect®

Summary:

Le Sueur County, Minnesota; General Obligation

Primary Credit Analyst:

Antionette E Maxwell, Chicago (1) 312-233-7016; antionette.maxwell@standardandpoors.com

Secondary Contact:

David H Smith, Chicago (312) 233-7029; david.smith@standardandpoors.com

Table Of Contents

Rationale

Outlook

Related Criteria And Research

Summary:

Le Sueur County, Minnesota; General Obligation

Credit Profile

Le Sueur Cnty GO state-aid rd bnds ser 2009A

Long Term Rating

AA/Stable

Affirmed

Rationale

Standard & Poor's Ratings Services affirmed its 'AA' long-term rating with a stable outlook on Le Sueur County, Minn.'s outstanding general obligation (GO) bonds, based on the local government criteria released Sept. 12, 2013.

The bonds are a GO of the county for which the county's full faith, credit and taxing powers are pledged.

Strong economy

Le Sueur County's local economy is strong, in our view, with projected per capita effective buying income at 93% of the national average and a per capita market value of about \$140,800. According to the U.S. Bureau of Labor Statistics, the unemployment rate in the county was 6.5% last year. Le Sueur County lies approximately 23 miles northeast of Mankato-North Mankato and 60 miles southwest of Minneapolis-St. Paul. Each of these metropolitan areas provides job opportunities for a significant portion of county residents. The local economy is heavily weighted toward agriculture and also provides light manufacturing employment opportunities. Residents benefit, in our opinion, from participation in the broad and diverse Minneapolis-St. Paul, Minn. Bloomington, Wis. Metropolitan Statistical Area. We view this as a credit strength.

Very strong budgetary flexibility

With available reserves at 45.1% of operating expenditures in fiscal 2013, Le Sueur County's budgetary flexibility is very strong in our view. In our opinion, reserves are a credit strength as the available fund balance was above 30% for the most recent audited year, and we expect it to remain above 30% for the current and the following years.

Very strong liquidity

In our opinion, very strong liquidity supports Le Sueur County's finances, with total government available cash to government fund expenditures and cash to debt service at 46% and 6x respectively. We expect that the county's liquidity position will be maintained.

Weak budgetary performance

Le Sueur County's budgetary performance is weak, in our opinion, with a deficit of 1.3% for the general fund, after adjusting for one-time expenses or recurring transfers, and a deficit of 3.4% for the total governmental funds in fiscal 2013. We understand that the county is expecting to have break-even results in the general fund for fiscal 2014. Year-end results for 2014 in total governmental funds may be similar to 2013.

Adequate management

We believe Le Sueur County's management conditions are adequate with "standard" financial practices under our Financial Management Assessment methodology, indicating the government, in our opinion, maintains adequate policies in some but not all key areas. Highlights include a capital improvement plan that projects sources and uses for five years and is renewed annually, as well as an informal fund balance goal of 40% of expenditures. Management presents monthly budget-to-actual performance reports for the human services fund, but other funds receive only year-end reviews. Investment holdings are also reported only at year end.

Very strong debt and contingent liabilities

We view Le Sueur County's debt and contingent liabilities profile as very strong. Net direct debt is 32.5% of total governmental fund revenue, and total governmental fund debt service is 7.6% of total governmental fund expenditures. Almost all of the debt is repaid over 10 years, which is a positive credit factor. In our opinion, net debt to market value is low, at 2.5%, and a positive credit factor. Last year, Le Sueur County contributed 100% of its annual required pension contribution. The annual pension and other postemployment benefit costs accounted for 2% of total government expenditures in fiscal 2013.

Adequate institutional framework

The institutional framework score for Minnesota counties with a population of greater than 5,000 is "adequate." See the Institutional Framework score for Minnesota.

Outlook

The stable outlook reflects our expectation that the county will maintain reserves above 30% of expenditures and that are aligned with its fund balance target. We do not expect to raise the rating during the two-year outlook horizon due to the county's overall credit profile. Although not expected, a lower rating could occur if the county's debt, budgetary flexibility, and budgetary performance worsened.

Related Criteria And Research

Related Criteria

USPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept. 12, 2013

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Institutional Framework Overview: Minnesota Local Governments

Complete ratings information is available to subscribers of RatingsDirect at www.globalcreditportal.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.

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