



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
COMMISSION CHAMBERS  
April 28, 2015**

1.       **9:00 a.m. Agenda and Consent Agenda**  
RE: April 21, 2015 Minutes and Summary Minutes  
RE: CD #1 Repair Request  
RE: CD #57 Repair Request  
RE: CD #23 Repair Request  
RE: JD #4 Repair Request  
RE: Habitat for Humanity Gambling Permit  
RE: 4 Gustavus Gambling Permits  
RE: Best Point Resort 3.2 License  
RE: Piedras Negras Meat Market, Inc. Tobacco License
  
2.       **9:05 a.m. Human Resources (10 minutes)**
  
3.       **9:15 a.m. Amy Beatty (30 minutes)**  
RE: 2015 Solid Waste Licenses, 2014 Feedlot Reporting, 2015 Solid Waste Projects, & 2015 Solid Waste Budget
  
4.       **9:45 a.m. John Bruender (30 min)**
  
5.       **10:15 a.m. Chad Washa, Le Sueur County Fair Board President (5 min)**  
RE: Fair Budget
  
6.       **10:20 a.m. Darrell Pettis, County Administrator**  
RE: TH 22 & CR 101 Lighting Agreement

RE: TH 169 and CSAH 28 MNDOT Agreement  
RE: Proposal for Contract Administration TH 169 and CSAH 28  
RE: Le Sueur / Waseca Library Board, Judy Graham, effective January 1st, 2015  
RE: Data Practice Policy  
RE: Construction Agreement

7. **Future Meetings**



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# Le Sueur County, MN

Tuesday, April 28, 2015

## Board Meeting

### Item 1

#### 9:00 a.m. Agenda and Consent Agenda

*RE: April 21, 2015 Minutes and Summary Minutes*

*RE: CD #1 Repair Request*

*RE: CD #57 Repair Request*

*RE: CD #23 Repair Request*

*RE: JD #4 Repair Request*

*RE: Habitat for Humanity Gambling Permit*

*RE: 4 Gustavus Gambling Permits*

*RE: Best Point Resort 3.2 License*

*RE: Piedras Negras Meat Market, Inc. Tobacco License*

Staff Contact:





## **Minutes of Le Sueur County Board of Commissioners Meeting April 21, 2015**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, April 21, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfsing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present was Brent Christian and Ruby Kramer. Darrell Pettis was excused.

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

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

- Approved the April 7, 2015 County Board Minutes and Summary Minutes.
- Approved the 3.2 License for St. Thomas Sportsmen.
- Approved the CD #54 Repair Request.

Sue Rynda, Human Services Director, appeared before the Board to give the monthly Human Services Report. This presentation covered Finance, Income Maintenance, Child Support, Family Services, and Mental Health.

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

Soc Serv:	\$ 200,144.64
Financial:	\$ 85,935.00

On motion by Rohlfsing, seconded by King and unanimously approved, the Board approved and authorized the Chair to sign the Proclamation of Appreciation for County Child Protection Staff.

On motion by Rohlfsing, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign the Advanced Billing Service, LLC contract.

Kathy Brockway, PZ Administrator came before the Board with several items for discussion and approval.

On motion by Rohlfsing, seconded by Connolly and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to BEAVER DAM RESORT, CHARLES FENGER & BRIAN TIMM, SANBORN, MN (OWNERS): Request to allow the applicant to operate a Tavern and an Off-Sale Liquor Store at an existing campground in a Recreational Commercial "RC" District on a Recreational Development "RD" lake, German Lake. Property is located in Government Lot 1, Section 5, Elysian Township. Findings are on file at the Planning and Zoning Office. The application is approved as written.

On motion by Connolly, seconded by King and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to GENESIS GROWING SOLUTIONS, CLEVELAND, MN, (OWNER): Request to allow grading, excavating, and filling of 34,200 cubic yards of material

for the construction of a containment berm, stormwater grading, & a filtration basin in an Industrial “I” District. Property is located in the W 1/2, Section 31, Lexington Township. Findings are on file at the Planning and Zoning Office. The application is approved as written.

Dave Tiegs appeared before the Board with two items for approval.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the rental agreement with Ag Power Enterprises, Inc. of Belle Plaine for a 2014 John Deere 6125R Cab Tractor at a \$15.00 rental rate per hour.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign the 2015 State of Minnesota Annual County Boat and Water Safety Grant Agreement.

Cindy Shaughnessy, Public Health, Ann Traxler, Emergency Management, Amy Beatty, Environmental Services and Brad Krier, Department of Health appeared before the Board to give an update on Avian Influenza H5N2.

Jim McMillen appeared before the Board with one item for approval.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved the purchase of a 2016 Ford F350 from Factor Motors in the amount of \$33,808.40.

Cindy Westerhouse, Human Resources Director came before the Board with one item for consideration.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the recommendation to rehire Kathy Reints as an on-call, part time Home Health Aide in Public Health, as a Grade 2, Step 4 at \$14.75 per hour, effective April 22, 2015.

Don Reak, Parks Director came before the Board with one item for discussion and approval.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved a \$50.00 Lake Washington Park petty cash fund for ice sales.

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

On motion by King, seconded by Connolly and unanimously approved, the Board approved the release of funds in the amount of \$1,100 to Le Sueur County Service Clubs to offset Memorial Day expenses.

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

<b>Warrant #</b>	<b>Vendor Name</b>	<b>Amount</b>
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35632	A'Viands	\$ 8,183.08
35649	Bolton & Menk Inc.	\$ 20,775.15
35652	Cargill Inc.	\$ 16,787.61
35662	Emergency Automotive Tech Inc.	\$ 5,130.00
35671	Genesis	\$ 20,919.28
35672	Geo-Comm Corp.	\$ 2,822.00
35682	I & S Group Inc.	\$ 12,930.00
35683	Information Systems Co.	\$ 5,125.00
35694	Law Enforcement Technology Group	\$ 9,361.63
35700	Richard C Lea	\$ 2,340.00
35710	Minn St Admin ITG Telecom	\$ 2,840.00
35732	PTS of America LLC	\$ 4,181.00
35735	Reliance Telephone Systems Inc.	\$ 3,106.00
35743	S.M.C. Co. Inc.	\$ 4,565.42
35747	Suel Printing Co.	\$ 11,256.50
35752	Thomson Reuters	\$ 2,021.45
35755	Trimin Systems Inc.	\$ 11,985.00

123 Claims paid less than \$2,000.00:	\$ 40,872.25
17 Claims paid more than \$2,000.00:	\$144,329.12
140 Total all claims paid:	\$185,201.37

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, April 28, 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, April 21, 2015**

● 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](http://www.co.le-sueur.mn.us).

● The Le Sueur County Board of Commissioners met in regular session on Tuesday, April 21, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfsing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Brent Christian and Ruby Kramer. Darrell Pettis was excused.

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

● The Board approved the consent agenda: (Rohlfsing-King)

● Approved the April 7, 2015 County Board Minutes and Summary Minutes.

● Approved the 3.2 License for St. Thomas Sportsmen.

● Approved the CD #54 Repair Request

● The Board approved and authorized the Chair to sign the Proclamation of Appreciation for County Child Protection Staff. (Rohlfsing-King)

● The Board approved and authorized the Chair to sign the Advanced Billing Service, LLC Contract. (Rohlfsing-Connolly)

● The following cases and claims were approved: Soc Serv \$200,144.64 and Financial \$85,935.00 (Connolly-King)

● The Board granted a Conditional Use Permit to BEAVER DAM RESORT, CHARLES FENGER & BRIAN TIMM, SANBORN, MN (OWNERS): Request to allow the applicant to operate a Tavern and an Off-Sale Liquor Store at an existing campground in a Recreational Commercial "RC" District on a Recreational Development "RD" lake, German Lake. Property is located in Government Lot 1, Section 5, Elysian Township. Findings are on file at the Planning and Zoning Office. The application is approved as written. (Rohlfsing-Connolly)

● The Board granted a Conditional Use Permit to GENESIS GROWING SOLUTIONS, CLEVELAND, MN, (OWNER): Request to allow grading, excavating, and filling of 34,200 cubic yards of material for the construction of a containment berm, stormwater grading, & a filtration basin in an Industrial "I" District. Property is located in the W 1/2, Section 31, Lexington Township. Findings are on file at the Planning and Zoning Office. The application is approved as written. (Connolly-King)

● The Board approved the rental agreement with Ag Power Enterprises, Inc. of Belle Plaine for a 2014 John Deere 6125R Cab Tractor at a \$15.00 rental rate per hour. (Rohlfsing-Gliszinski)

● On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign the 2015 State of Minnesota Annual County Boat and Water Safety Grant Agreement. (Gliszinski-Connolly)

● The Board approved the purchase of a 2016 Ford F350 from Factor Motors in the amount of \$33,808.40. (Connolly-Rohlfsing)

● The Board approved the recommendation to rehire Kathy Reints as an on-call, part time Home Health Aide in Public Health, as a Grade 2, Step 4 at \$14.75 per hour, effective April 22, 2015. (Gliszinski-King)

● The Board approved a \$50.00 Lake Washington Park petty cash fund for ice sales. (Rohlfsing-King)

● The Board approved the release of funds in the amount of \$1,100 to Le Sueur County Service Clubs to offset Memorial Day expenses. (King-Connolly)

● The following claims were approved for payment: (King-Rohlfsing)

<b>Warrant #</b>	<b>Vendor Name</b>	<b>Amount</b>
35632	A'Viands	\$ 8,183.08
35649	Bolton & Menk Inc.	\$ 20,775.15
35652	Cargill Inc.	\$ 16,787.61
35662	Emergency Automotive Tech Inc.	\$ 5,130.00
35671	Genesis	\$ 20,919.28
35672	Geo-Comm Corp.	\$ 2,822.00
35682	I & S Group Inc.	\$ 12,930.00
35683	Information Systems Co.	\$ 5,125.00
35694	Law Enforcement Technology Group	\$ 9,361.63
35700	Richard C Lea	\$ 2,340.00
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35755	Trimin Systems Inc.	\$ 11,985.00
123 Claims paid less than \$2,000.00:		\$ 40,872.25
17 Claims paid more than \$2,000.00:		\$144,329.12
140 Total all claims paid:		\$185,201.37

•The Board adjourned until Tuesday, April 28, 2015 at 9:00 a.m. (Connolly-King)

**ATTEST: Le Sueur County Administrator**

**Le Sueur County Chairman**

## REPAIR REQUEST

We, the undersigned land owners; do hereby request the Le Sueur County  
Board Of Commissioners to clean out and repair Le Sueur County Ditch  
# 1 located in Tyrone township(s).

Signed

Address & Phone No.

Jim Ratzke

28908 290th St

Henderson, mn 56044

Date: 4-6-15

Description of problem: wash ins on county  
ditch

Needs Cleaning  
Roger Ruhl  
4-9-15



# MAP OF E. TYRONE



TOWNSHIP: 112N.

RANGE: 25W.

CODE: TN

OUTLET 2

OUTLET 2

OUTLET 2

OUTLET 2

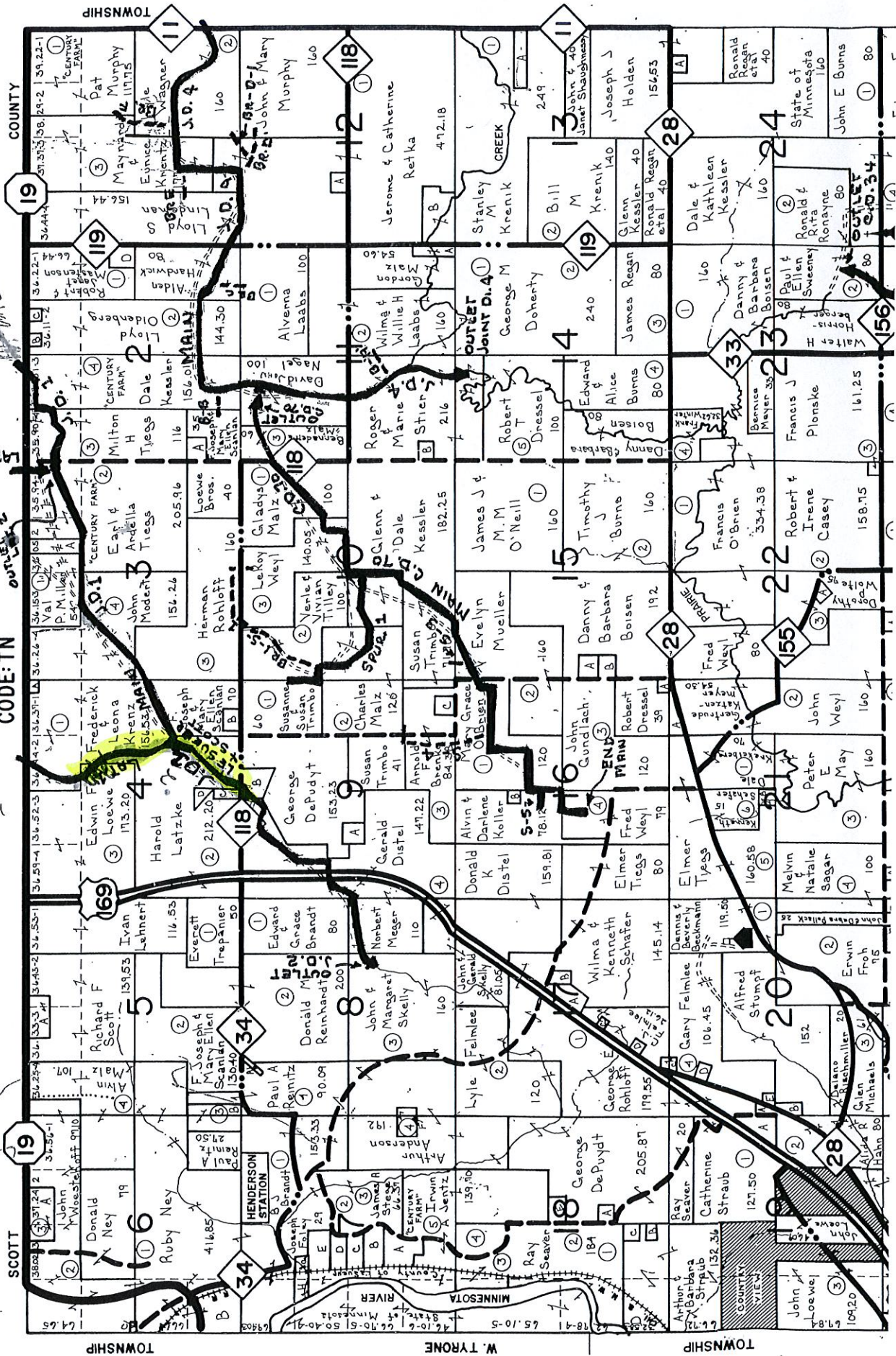
OUTLET 2

OUTLET 2

OUTLET 2

OUTLET 2

OUTLET 2



## REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 57 located in Montgomery/Kilkenny township(s).

Signed

Address & Phone No.

Tom E. Gregor 38891 181st Ave  
Montgomery, Mn. 56069 507-364-7964

Date: 4-7-15

Description of problem: tile is always  
underwater, need ditch cleaned

Needs cleaning

Roger Rabb

4-9-15



MW=Minimal Effect Wetland (1 sample)  
MWC, MWM, MWR=See SWCD  
NC=Non-cropland  
NI=Non-inventoried

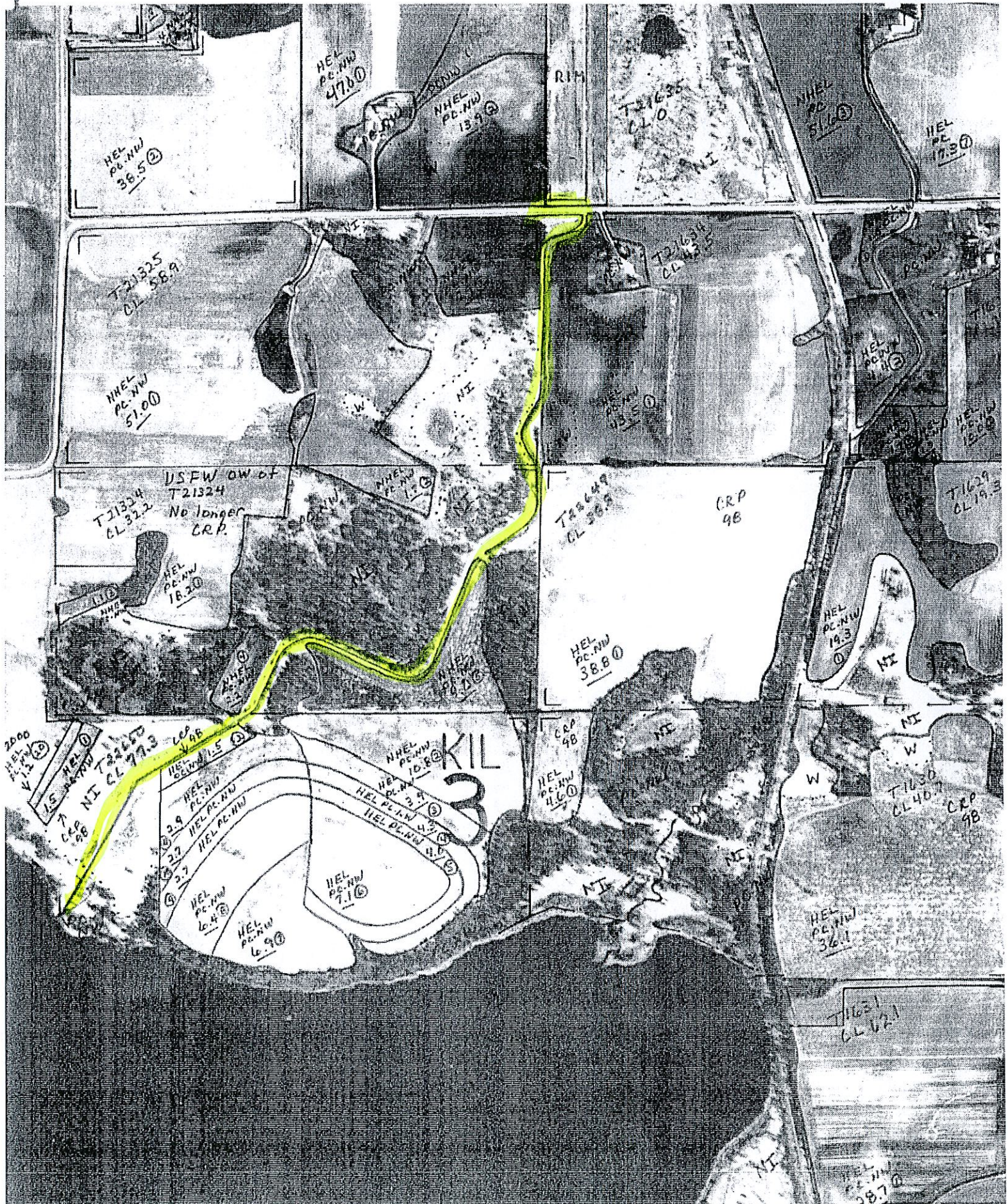
COUNTY  
LE SUEUR

NOT TO SCALE

REPRODUCED  
2001

CROP YEAR  
2001

PHOTO NO *H7-R*





REPAIR REQUEST

We, the undersigned land owners; do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 23 located in Lexington township(s).

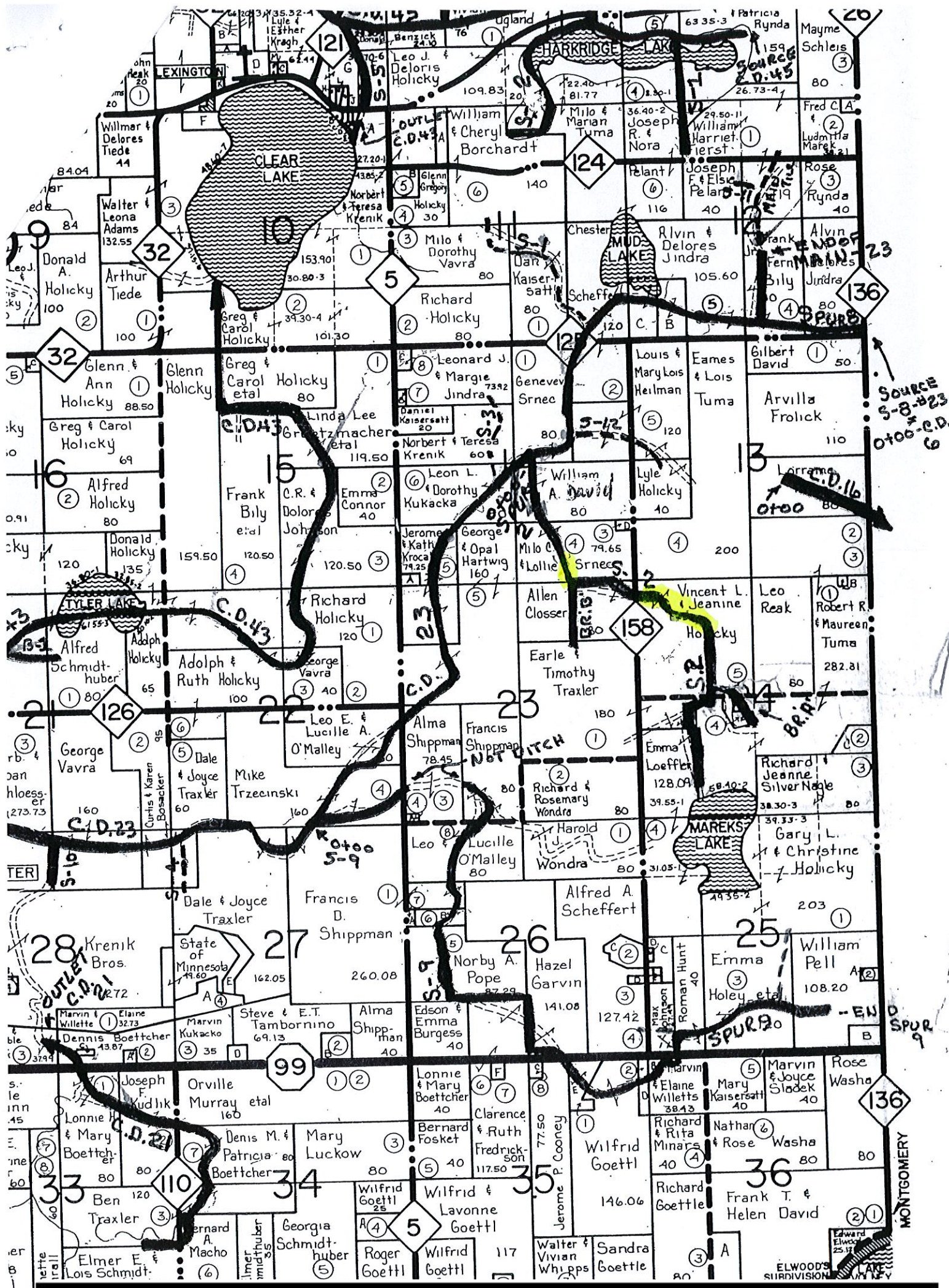
Signed

Address &amp; Phone No:

Vincent Hilly364-5351Date: 4-14-15Description of problem: clean & Repairing

Needs repair  
Roger Ruben  
4-20-15







## REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # JD4 SCOT located in Tyrone 2 township(s).

Signed

Address & Phone No.

William Kessler

612-756-2664

Date: 4-17-15

Description of problem: surface run-off  
culvert

Needs repair  
Roger Ruhl  
4-20-15





- Parcels
- LSC Ditches
- Civil Townships
- Sections

1:11,602 1 inch = 967 feet

300 150 0 300 Feet

Maps are for graphical purposes only. They do not represent a legal survey.



**Le Sueur SWCD**  
 181 W. Minnesota St.  
 Le Center, MN 56057  
 (507) 357-4878 Ext. 3  
 Fax: (507) 357-4982



# MAP OF E. TYRONE

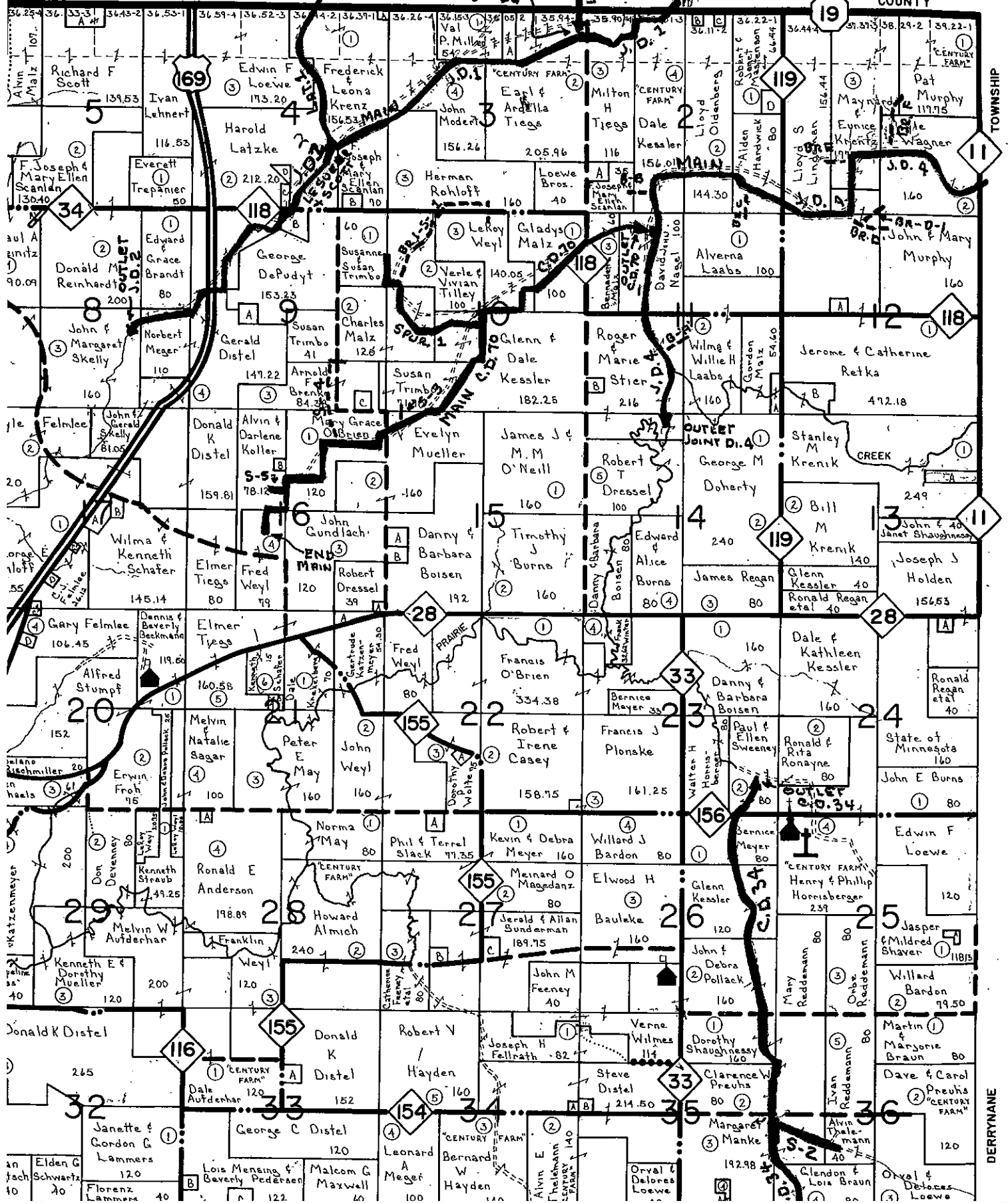


OWNSHIP: 112N.

RANGE: 25W.

CODE: TN

COUNTY



**LG220 Application for Exempt Permit**

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

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

If total prize value for the year will be \$1,500 or less, contact the Licensing Specialist assigned to your county.

**Application fee (nonrefundable)**If the application is postmarked or received 30 days or more before the event, the application fee is **\$50**; otherwise the fee is **\$100**.**Organization Information**

Organization Name:

Habitat for Humanity

Minnesota Tax ID Number, if any:

**Type of Nonprofit Organization (check one):**☐

Fraternal

☐

Religious

☐

Veterans

☒

Other Nonprofit Organization

Mailing Address:

1751 Bassett Drive

City:

Monticello

State and Zip:

MN 56001

County:

BE

Name of Chief Executive Officer (CEO):

Julie Schmitten

Daytime Phone:

507-388-2081

Email:

hfhscmw@hickorytech.com**Nonprofit Status**

Attach a copy of ONE of the following for proof of nonprofit status:

☒**Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**

Don't have a copy? This certificate must be obtained each year from:

Minnesota Secretary of State  
Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Phone: 651-296-2803

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

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

☐**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter).**If your organization falls under a parent organization, attach copies of **both** of the following:

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

**Gambling Premises Information**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):

Lakeside Supper Club

Address (do not use PO box):

32298 State Hwy 13

City or Township:

Montgomery  
Le Sueur

Zip Code:

MN 56069

County:

Le Sueur

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

October 4, 2015

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

☐

Bingo\*

☐

Paddlewheels\*

☐

Pull-Tabs\*

☐

Tipboards\*

☒

Raffle (total value of raffle prizes awarded for the year: \$\_\_\_\_\_)

\***Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **LIST OF LICENSEES**, or call 651-539-1900.



## Local Unit of Government Acknowledgment

### CITY APPROVAL for a gambling premises located within city limits

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

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Local unit of government must sign.**

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

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

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

### TOWNSHIP (if required by the county).

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.166.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Chief Executive Officer's Signature

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

Chief Executive Officer's Signature: Julie Schmitt Date: 3/31/15

Print Name: Julie Schmitt

## Requirements

### Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
  - all gambling conducted on one day.
- Only one application is required if one or more raffle drawings are conducted on the same day.

### Send application with:

- a copy of your proof of nonprofit status, and
- application fee (nonrefundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100. Make check payable to **State of Minnesota**.

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

### Financial report and recordkeeping required.

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at [www.mn.gov/gcb](http://www.mn.gov/gcb).

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt raffle records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

### Questions?

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

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

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

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

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



**LG220 Application for Exempt Permit**

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

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

If total prize value for the year will be \$1,500 or less, contact the Licensing Specialist assigned to your county.

**Application fee (nonrefundable)**  
If the application is postmarked or received 30 days or more before the event, the application fee is **\$100.**

**Organization Information**

Organization Name:

Gustavus Adolphus College

Minnesota Tax ID Number, if any:

Football  
Golf Outing  
August 7, 2015

**Type of Nonprofit Organization (check one):**☐

Fraternal

☐

Religious

☐

Veterans

☒

Other Nonprofit Organization

Mailing Address:

800 West College Avenue

City:

Saint Peter

State and Zip:

MN 56082

County:

Nicollet

Name of Chief Executive Officer (CEO):

Rebecca Bergman

Daytime Phone:

507-933-8000

Email:

president@gustavus.edu

**Nonprofit Status****Attach a copy of ONE of the following for proof of nonprofit status:**☐**Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**

Don't have a copy? This certificate must be obtained each year from:

Minnesota Secretary of State  
Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Phone: 651-296-2803

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

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

☐**IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter).**If your organization falls under a parent organization, attach copies of **both** of the following:

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

**Gambling Premises Information**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):

Le Sueur Country Club

Address (do not use PO box):

36195 311 Avenue

City or Township:

Le Sueur

Zip Code:

56058

County:

Le Sueur

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

August 7, 2015

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

☐

Bingo\*

☐

Paddlewheels\*

☐

Pull-Tabs\*

☐

Tipboards\*

☒

Raffle (total value of raffle prizes awarded for the year: \$0)

**\*Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **LIST OF LICENSEES**, or call 651-539-1900.

**Local Unit of Government Acknowledgment****CITY APPROVAL  
for a gambling premises  
located within city limits**

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

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Local unit of government must sign.****COUNTY APPROVAL  
for a gambling premises  
located in a township**

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

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county).**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.166.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Chief Executive Officer's Signature**

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

Chief Executive Officer's Signature: Rebecca M. Bergman Date: 4/10/15Print Name: Rebecca M. Bergman**Requirements****Complete a separate application for:**

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

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

**Send application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status, and
- \_\_\_\_\_ application fee (nonrefundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100. Make check payable to **State of Minnesota**.

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

**Financial report and recordkeeping required.**

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at [www.mn.gov/gcb](http://www.mn.gov/gcb).

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board. Your organization must keep all exempt raffle records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**Questions?**

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

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

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



**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that: <ul style="list-style-type: none"> <li>• conducts lawful gambling on five or fewer days, and</li> <li>• awards less than \$50,000 in prizes during a calendar year.</li> </ul> If total prize value for the year will be \$1,500 or less, contact the Licensing Specialist assigned to your county.		<b>Application fee (nonrefundable)</b> If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100.</b>	
<div style="text-align: center; background-color: yellow; padding: 10px; border: 1px solid black;">             Men's Basketball              Golf Outing              July 20, 2015           </div>			
<b>Organization Information</b>			
Organization Name:		Address:	
Gustavus Adolphus College		1000 University Avenue	
Minnesota Tax ID Number, if any:		City, State and Zip:	
		Saint Peter, MN 56082	
County:		Le Sueur	
<b>Type of Nonprofit Organization (check one):</b>			
<input type="checkbox"/> Fraternal <input type="checkbox"/> Religious <input type="checkbox"/> Veterans <input checked="" type="checkbox"/> Other Nonprofit Organization			
Mailing Address:		City:	
800 West College Avenue		Saint Peter	
Name of Chief Executive Officer (CEO):		State and Zip:	
Rebecca Bergman		MN 56082	
Daytime Phone:		County:	
507-933-8000		Le Sueur	
Email:		President:	
president@gustavus.edu		Rebecca Bergman	
<b>Nonprofit Status</b>			
<b>Attach a copy of ONE of the following for proof of nonprofit status:</b>			
<input type="checkbox"/> <b>Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.</b> Don't have a copy? This certificate must be obtained each year from: Minnesota Secretary of State Business Services Division 60 Empire Drive, Suite 100 St. Paul, MN 55103 Phone: 651-296-2803			
<input checked="" type="checkbox"/> <b>IRS income tax exemption (501(c)) letter in your organization's name.</b> Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.			
<input type="checkbox"/> <b>IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter).</b> If your organization falls under a parent organization, attach copies of <b>both</b> of the following: a. an IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and b. the charter or letter from your parent organization recognizing your organization as a subordinate.			
<b>Gambling Premises Information</b>			
Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):			
Le Sueur Country Club			
Address (do not use PO box):		City or Township:	
36195 311 Avenue		Le Sueur	
Zip Code:		County:	
56058		Le Sueur	
Date(s) of activity (for raffles, indicate the date of the drawing):			
July 20, 2015			
Check each type of gambling activity that your organization will conduct:			
<input type="checkbox"/> Bingo* <input type="checkbox"/> Paddlewheels* <input type="checkbox"/> Pull-Tabs* <input type="checkbox"/> Tipboards*			
<input checked="" type="checkbox"/> Raffle (total value of raffle prizes awarded for the year: \$0)			
<b>*Gambling equipment</b> for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.			
To find a licensed distributor, go to <a href="http://www.mn.gov/gcb">www.mn.gov/gcb</a> and click on <b>Distributors</b> under the <b>LIST OF LICENSEES</b> , or call 651-539-1900.			

**Local Unit of Government Acknowledgment****CITY APPROVAL  
for a gambling premises  
located within city limits**

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

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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for a gambling premises  
located in a township**

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Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county).**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.166.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Chief Executive Officer's Signature**

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

Chief Executive Officer's Signature: Rebecca M. Bergman Date: 4/10/15Print Name: Rebecca M. Bergman**Requirements****Complete a separate application for:**

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- all gambling conducted on one day.

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

**Send application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status, and
- \_\_\_\_\_ application fee (nonrefundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$50; otherwise the fee is \$100. Make check payable to **State of Minnesota**.

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

**Financial report and recordkeeping required.**

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**Questions?**

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- awards less than \$50,000 in prizes during a calendar year.

If total prize value for the year will be \$1,500 or less, contact the Licensing Specialist assigned to your county.

**Application fee (nonrefundable)**If the application is postmarked or received 30 days or more before the event, the application fee is **\$50**; otherwise the fee is **\$100**.**Organization Information**

Organization Name:

Gustavus Adolphus College

Minnesota Tax ID Number, if any:

**Type of Nonprofit Organization (check one):**☐

Fraternal

☐

Religious

☐

Veterans

☒

Other Nonprofit Organization

Mailing Address:

800 West College Avenue

City:

Saint Peter

State and Zip:

MN 56082

County:

Nicollet

Name of Chief Executive Officer (CEO):

Rebecca Bergman

Daytime Phone:

507-933-8000

Email:

president@gustavus.edu

**Nonprofit Status**

Attach a copy of ONE of the following for proof of nonprofit status:

☐**Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**

Don't have a copy? This certificate must be obtained each year from:

Minnesota Secretary of State  
Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Phone: 651-296-2803

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

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

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- the charter or letter from your parent organization recognizing your organization as a subordinate.

**Gambling Premises Information**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):

Le Sueur Country Club

Address (do not use PO box):

36195 311 Avenue

City or Township:

Le Sueur

Zip Code:

56058

County:

Le Sueur

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

June 29, 2015

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

☐

Bingo\*

☐

Paddlewheels\*

☐

Pull-Tabs\*

☐

Tipboards\*

☒

Raffle (total value of raffle prizes awarded for the year: \$0)

**\*Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

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Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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Chief Executive Officer's Signature: Rebecca M. Bergman Date: 4/10/15Print Name: Rebecca M. Bergman**Requirements****Complete a separate application for:**

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<b>Organization Information</b>			
Organization Name: <b>Gustavus Adolphus College</b>		Baseball/W. Hockey Golf Outing June 22, 2015	
Minnesota Tax ID Number, if any:		FEIN), if any:	
<b>Type of Nonprofit Organization (check one):</b> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Fraternal</span> <span><input type="checkbox"/> Religious</span> <span><input type="checkbox"/> Veterans</span> <span><input checked="" type="checkbox"/> Other Nonprofit Organization</span> </div>			
Mailing Address: <b>800 West College Avenue</b>		City: <b>Saint Peter</b> State and Zip: <b>MN 56082</b> County: <b>Nicollet</b>	
Name of Chief Executive Officer (CEO): <b>Rebecca Bergman</b>		Daytime Phone: <b>507-933-8000</b> Email: <b>president@gustavus.edu</b>	
<b>Nonprofit Status</b>			
<b>Attach a copy of ONE of the following for proof of nonprofit status:</b>			
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<b>Gambling Premises Information</b>			
Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): <b>Le Sueur Country Club</b>			
Address (do not use PO box): <b>36195 311 Avenue</b>		City or Township: <b>Le Sueur</b> Zip Code: <b>56058</b> County: <b>Le Sueur</b>	
Date(s) of activity (for raffles, indicate the date of the drawing): <b>June 22, 2015</b>			
Check each type of gambling activity that your organization will conduct: <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Bingo*</span> <span><input type="checkbox"/> Paddlewheels*</span> <span><input type="checkbox"/> Pull-Tabs*</span> <span><input type="checkbox"/> Tipboards*</span> </div> <div style="margin-top: 5px;"> <input checked="" type="checkbox"/> <b>Raffle (total value of raffle prizes awarded for the year: \$0)</b> </div>			
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for a gambling premises  
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Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

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Chief Executive Officer's Signature: Rebecca M. Bergman Date: 4/10/15Print Name: Rebecca M. Bergman**Requirements****Complete a separate application for:**

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**Send application with:**

\_\_\_\_\_ a copy of your proof of nonprofit status, and  
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**STATE OF MINNESOTA**  
**Combination Application for Retailer's (On-Sale) (Off Sale)**  
**3.2 Percent Malt Liquor License**

To the Le Sueur County Board of Commissioners  
 Name of licensing authority (county) (city)

County of Le Sueur \_\_\_\_\_, of the city, or  
 I, Jerry Miller

town of Walthamville, county of Le Sueur, State  
 of Minnesota, hereby make application for a Retailer's (On-sale) (Off-sale) 3.2 Percent Malt  
 Liquor License to sell such Malt Liquor under and pursuant to an ordinance (resolution) passed by city  
Le Sueur  
 council, county board of  
 and Chapter 340, Minnesota Statutes 1945, as amended, providing for licensing and regulating the  
 sale of 3.2 percent malt liquor.

During the past five years, my residence has been as follows: 45219 State Hwy 13  
Kilkenny Mn 56052

I was born 11 01 1944 at Gulfport MI  
 Month Day Year City

Borough \_\_\_\_\_ State or County \_\_\_\_\_  
 I am a (Native) (naturalized) citizen of the United States.  
 I am \_\_\_\_\_ married. My (wife's) (husband's) name and address is Linda Miller

I am proprietor. Best Point Resort \_\_\_\_\_ in the state of \_\_\_\_\_  
 Firm was incorporated \_\_\_\_\_  
 Corporation is authorized to do business in Minnesota.  
 License is for Best Point Resort (street) (highway) located as follows: \_\_\_\_\_

The license will be in connection with \_\_\_\_\_  
 which has been in operation 100 Months \_\_\_\_\_  
 Years \_\_\_\_\_  
 The establishment is located on the first floor.

The business premises are owned by Jerry & Linda Miller  
 The taxes on the property are not delinquent.  
 I am NOT engaged in the retail sale of intoxicating liquor.  
 I have NOT had an application for license rejected as follows: \_\_\_\_\_

I have never been convicted of a felony nor of violating any National or state liquor law or local ordinance relating to the manufacture, sale or transportation, or possession for sale or transportation of intoxicating liquor.

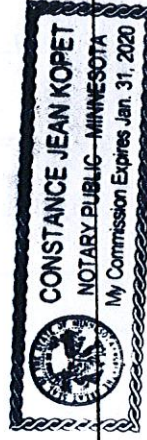
Gambling or gambling devices will not be permitted on the licensed premises.  
 I am the owner of the leasehold, furniture, fixtures, and equipment in the premises for which the license is applied, except \_\_\_\_\_

I have no intention or agreement to transfer the license to another person.  
 I submit the following names of persons, including a bank, for reference, with whom I have had business relations as follows: \_\_\_\_\_

I \_\_\_\_\_ intend to engage in the sale of intoxicating liquor and will have a federal Occupational Tax Receipt in accordance with the ordinance governing this license. My Federal Tax Stamp Receipt is No. \_\_\_\_\_  
 I will comply strictly with the provisions of the ordinance relating to the sale of soft drinks for "mixing" purposes and will serve patrons in full view of the public.  
 I agree to waive my Constitutional Rights against search and seizure and will freely permit peace officers to inspect my premises and agree to the forfeiture of my license if found to have violated the provisions of the ordinance (resolution) providing for the granting of this license.  
 I hereby solemnly swear that the foregoing statements are true and correct to the best of my knowledge and that I agree to comply with all the provisions of the ordinance under which this license is \_\_\_\_\_

Subscribed and sworn to before me this 27th day of April, 19 2015  
Constance Jean Kopet

NOTE: Licenses may be issued only to persons who are citizens of the United States and who are of good moral character and reputation, who have attained the age of 21 years and who are proprietors of the establishments for which the licenses are issued. Laws 1949, c. 700.





State of Minnesota, }  
County of Le Sueur

The undersigned, county attorney and sheriff of said county, hereby recommend the within application, it appearing to the best of our said knowledge that said applicant has not, within a period of five years prior to the date of this application, violated any law relating to the sale of 3.2 percent malt liquor or intoxicating liquor, and that in our judgment the applicant will comply with the laws and regulations relating to the conduct of said business.

Dated at \_\_\_\_\_, Minn., 19\_\_\_\_  
BT - 4-27-15  
County Attorney  
Sheriff

State of Minnesota, } ss.  
COUNTY OF Le Sueur

TOWN OF Waterville  
It is hereby certified that the Town Board of the Town of Waterville in  
said County and State, by resolution on the 21 day of April, 2015,  
did consent to the issuance of the license applied for in the within application.

Dated April 24, 2015 THE TOWN BOARD OF THE TOWN OF  
Attest Judy Hering, B, Chairman  
Town Clerk

Note: No County Board shall issue license for sale in any Town without the consent of the Town Board of such Town, and no Town Board shall consent to the issuance of any license without the written recommendation of the County Attorney and the Sheriff.

JUDY MARIE HERING  
Clerk, Waterville Township, Le Sueur Co., Minnesota  
Notarial Officer (ex-officio notary public)  
My term is indeterminate

State of Minnesota  
COUNTY OF \_\_\_\_\_  
OF \_\_\_\_\_  
APPLICATION OF \_\_\_\_\_  
Best Buy Resort  
Liquor Retailer  
For \_\_\_\_\_ Premises License  
to Sell 3.2 Percent Malt Liquors  
at \_\_\_\_\_

License Granted \_\_\_\_\_, 19\_\_\_\_  
Expires \_\_\_\_\_, 19\_\_\_\_  
Filed \_\_\_\_\_, 19\_\_\_\_

Miller/Davis Co., St. Paul, Minn.

## License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

Print or type

Business Information

Statement of Understanding

Sign here

Applicant's Minnesota tax ID number

2563999

The Minnesota tax ID must be issued in the same legal name of the licensee below.

Cigarettes/tobacco products will be sold (a separate license is required for each location or vending machine):

☒ Over counter☐ Through vending machine☐ Both

## FOR MUNICIPAL USE ONLY

License number

Period covered

05/01/2015 - 6/30/15

Date of issuance

Licensee's legal name

Piedras Negras

Business trade name (doing business as)

109 Brigue St

Complete address of business location (permit location)

Le Sueur

City

County

MN

State

Zip code

56058

Mailing address (if different than business address)

City

State

Zip code

Federal employer ID number (FEIN)

45-5274005

Daytime phone

507-665-9951

Other phone number

Fax number

507-665-5067

Email address

## Type of legal organization (check one):

☒ Sole proprietor☐ Partnership☐ Other (describe) \_\_\_\_\_☐ Minnesota corporation: Enter date of incorporation \_\_\_\_\_☐ Out-of-state corporation: State of incorporation \_\_\_\_\_

Are you registered to do business in Minnesota?

☒ Yes☐ No

## Corporate officers or partners (attach a list if necessary)

Name

Title

Address

City

State

Zip code

Name

Title

Address

City

State

Zip code

## As a licensed tobacco products or cigarette retailer, I understand that:

1. I can purchase cigarettes only from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Licensee signature

Title

Print name

Date

Daytime phone

Fernando E. Garcia

Owner

Fernando E. Garcia

27-2015 507-665-9951

Licensing agent's signature

Title

Print name

Date

Daytime phone

License applicant: Submit this form to the licensing authority along with the license application.

Licensing authority: Mail or fax a copy of approved form to:

Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331. Fax: 651-297-1939

Phone: 651-297-1882. TTY: Call 711 for Minnesota Relay.

(Rev. 6/09)



**APPLICATION FOR RETAILER'S SALE OF TOBACCO  
AND TOBACCO RELATED DEVICES LICENSE**

To the Board of Commissioners of Le Sueur County, Minnesota:

Fernando Ernesto Garcia (name of applicant), hereby makes application for a license to sell tobacco to be issued by the Le Sueur County Board of Commissioners.

**THE APPLICANT DECLARES:**

1. The applicant is a citizen of the United States, a resident of Le Sueur County, State of Minnesota, over 18 years of age, and of good moral character and repute.
2. Neither the applicant, nor any person owning 5% or more interest in the licensed business or premises, has been convicted of a violation of any law relating to the sale of tobacco within the past five (5) years.
3. The applicant has not had a tobacco license revoked within the preceding twelve (12) months.
4. The applicant is not prohibited by Federal, State or local law or regulation from holding a tobacco license.
5. The applicant or business location is not in violation of any local ordinances.
6. The licensed business will operate under the trade name of:  
Piedras Negras Meat Market Inc
7. The address of the business is:  
109 Brugh St LeSueur MN 56058
8. The applicant acknowledges that the license is not transferable and non-assignable and shall not be used by any party except the applicant.
9. The applicant declares that he or she is current on all tax payments including but not limited to real and personal property taxes, state and federal sales and income taxes, and withholding and social security taxes.
10. The applicant acknowledges that any false statements made on this application are grounds for suspension or revocation of this license.

Subscribed and sworn to before me  
this 27 day of April, 2015

Constance Jean Kopet  
Notary Public

Fernando E. Garcia  
Name

4-27-2015  
Date





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# **Le Sueur County, MN**

**Tuesday, April 28, 2015**

**Board Meeting**

## **Item 2**

**9:05 a.m. Human Resources (10 minutes)**

**Staff Contact:**

# LABOR AGREEMENT

between

COUNTY OF LESUEUR

and

MINNESOTA TEAMSTERS PUBLIC  
AND LAW ENFORCEMENT  
EMPLOYEES' UNION,  
LOCAL NO. 320

*Representing*  
**COURTHOUSE UNIT**

January 1, 2015 - December 31, 2017

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**LABOR AGREEMENT**  
**between**  
**LESUEUR COUNTY**  
**and**  
**MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT**  
**EMPLOYEES' UNION, LOCAL NO. 320**

**ARTICLE I. PURPOSE OF AGREEMENT**

- 1.1 This Agreement is entered into between the County of LeSueur, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union.
- 1.2 This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

**ARTICLE II. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative for:

***"all employees of LeSueur County, who are public employees within the meaning of Minn. Stat. § 179A.03, Subd. 14, excluding all employees of the Social Services Department; the LeSueur-Waseca Community Health Board; the Sheriff's Water Patrol; the Highway Department (except clerical); essential employees of the Sheriff's Department; supervisors; and confidential employees."***

- 2.2 In the event the Employer and the Union are unable to agree to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III. DEFINITIONS**

- 3.1 Union: Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 Union Member: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Employer: County of LeSueur.
- 3.5 One-half (½) day: Four (4) hours.
- 3.6 Part-time Employee: An employee regularly scheduled to work less than the normal



full-time work week established for the department. Part-time employees shall be compensated in accordance with Appendix A, but shall receive no other benefits under this Agreement unless expressly provided.

- 3.7 Permanent Employee: An employee who has successfully completed the probationary period established in Section 10.8.
- 3.8 Days: Unless otherwise indicated, means working days (Monday thru Friday, exclusive of holidays).
- 3.9 Demotion: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- 3.10 Department: A division of LeSueur County government.
- 3.11 Full Month of Service: One (1) calendar month of continuous service.
- 3.12 Layoff: Separation from services with the Employer necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.
- 3.13 Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- 3.14 Pyramiding: The payment of more than one form of premium compensation for the same hours of work.
- 3.15 Transfer: A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.16 Temporary Employee: An employee hired on a temporary basis, as designated by the Employer, in a position that has little prospect for continued employment. Such employee shall earn the salary rate established by the County Board for temporary employees, not to exceed the starting rate for the classification set forth in Appendix A, and shall not receive any other benefits. An employee may be retained for up to a six month period, which may be extended up to one (1) year upon written agreement between the Employer and the Union.

#### **ARTICLE IV. EMPLOYER SECURITY**

- 4.1 The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, sympathy strike, slow down or other interruption of or interference with the normal functions of the Employer. In the event that any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct

them to immediately return to work. If the employee continues to violate any of the provisions of this Article, he/she may be discharged or otherwise disciplined.

- 4.2 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union.

## **ARTICLE V. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the organizational structure; to select, direct and determine the number of personnel; to transfer personnel for just cause, to contract with vendors and others for goods and/or services so long as the act is performed in good faith; it represents a reasonable business decision and it does not subvert the Agreement between the parties; and to perform such other inherent managerial functions as set forth in the Public Employment Relations Act of 1971, as amended (PELRA).
- 5.2 The Employer retains the right to subcontract work performed by members of the bargaining unit. The Employer agrees to provide notice to the Union and to meet and confer regarding the impacts of such subcontracting before it shall be implemented.
- 5.3 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

## **ARTICLE VI. UNION SECURITY**

- 6.1 Dues Deduction: In recognition of the Union, as the exclusive representative, the Employer shall:
  - A. Deduct from each payroll, an amount sufficient to provide payment of dues, of a "fair-share" deduction, as provided in Minnesota State Chapter 179A, if the employee elects not to become a member of the Union, from the wages of all employees authorizing, in writing, such a deduction; and
  - B. Remit such deduction to the appropriate designated officers of the Union.
- 6.2 Designation of Stewards: The Union may designate not more than two (2) employees from the bargaining unit to act as stewards and shall inform the Employer, in writing, of such choice.
- 6.3 New Employees: The Employer agrees to notify the Union of the hire of any new employee in any unit covered by this Agreement.

- 6.4 The Union, in the responsibility of the exclusive representative of employees, represents all employees without discrimination, interference, restraint, or coercion.
- 6.5 Hold Harmless Clause: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer, under the provisions of this Article.
- 6.6 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments of office, and Union recreational or social affairs and other items specifically approved by the Employer.

## **ARTICLE VII. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives. The Employer will recognize representatives designated by the union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union representatives and their successors when so designated, as provided by Section 6.2 of this Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.
- 7.4 Procedure. Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

**STEP 1.** (Supervisor) An employee claiming a violation concerning the interpretation or application of this Agreement shall within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy

requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representatives final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

**STEP 2.** (Department Head) If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated representative who shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representatives final answer in Step 3. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

**STEP 3.** (County Board) If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Union and Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer designated representatives final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**STEP 4.** (Arbitration) A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act (PELRA) of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services (BMS). Failure to select an Arbitrator within ninety (90) days of the Employer's answer in Step 3, shall be considered a "waiver" of the grievance, unless the delay in selection is caused by Employer, or the delay is mutually agreed upon by the parties in writing. (The designations in parentheses at each step are for illustration purposes only. The Employer may designate its representative at each step, regardless of these parenthetical designations.)

#### 7.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator may not ignore the language of the Agreement to pursue the rule of the shop or other considerations beyond the scope of the written Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of

the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union in each step.

7.7 Choice of Remedy. If as a result of the written Employer response in Step 3 the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as: Veteran's Preference or Civil Service. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article VII or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

## **ARTICLE VIII. SAVINGS CLAUSE**

8.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the County of LeSueur. In the event any provisions of this Agreement shall be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

8.2 It is agreed that the Employer's obligation to provide for dues deduction and/or fair share fee assessment shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.

## **ARTICLE IX. DISCIPLINE**

9.1 The Employer will discipline employees for just cause only. Discipline will be in one (1) or more of the following forms:

- A. oral reprimand;
- B. written reprimand;
- C. suspension;
- D. demotion; or
- E. discharge.

Both the Employer and the Union agree that the above list of types of discipline is not meant to imply a sequence of events.

9.2 Suspension, demotions and discharges will be in written form.

9.3 Written reprimands, notices of suspension and notices of discharge to become part of an employee's personnel file shall be presented in the presence of a Union representative, read and acknowledged, by the signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

9.4 Employees may examine their individual personnel files at reasonable times under the direct supervision of the Employer.

9.5 The Employer shall not discharge any permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee and the Union shall be notified; in writing, that the employee is to be discharged and shall be furnished the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting.

9.6 The Union shall have the right to be present at any questioning of an employee concerning investigation for disciplinary action against the employee.

9.7 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 3 of the Grievance Procedure, under Article VII.

## **ARTICLE X. SENIORITY**

10.1 Total Seniority. The length of continuous full-time employment with the Employer.

10.2 Classification Seniority. The length of continuous full-time employment in a particular classification within the bargaining unit. In addition, for layoff purposes only, an

employee shall retain classification seniority in such previously held bargaining unit class.

- 10.3 The Employer shall post and furnish the Union a copy of the seniority roster annually.
- 10.4 The Employer is committed to hiring the most qualified candidate for County service. If all other job relevant qualifications are equal, the most senior applicant shall receive a promotion. Job vacancies shall be posted on the Union bulletin board for five (5) working days.
- 10.5 Upon completion of the probation period, employees shall become regular employees within the meaning of the Agreement and shall be credited with seniority dating from the first date of continuous employment with the Employer.
- 10.6 During the probationary period, employees earn, but may not use vacation. Probationary employees shall be entitled to use sick leave in accord with the LeSueur County Personnel Policy. Trial period employees may use accumulated vacation and sick leave benefits.
- 10.7 Failure to obtain permanent status upon promotion shall not be grievable. An employee shall be assigned to their previous job upon failure to attain permanent status on promotion or change in classification.
- 10.8 All newly hired employees shall be required to serve a period of job probation. Additionally, any employee moving to a different classification shall be subject to a trial period. Probationary and trial periods shall be six (6) months. The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion. A trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion. The probationary and trial period for part-time employees shall be one thousand forty (1,040) hours.

## **ARTICLE XI. LAYOFFS**

- 11.1 A reduction of work force shall be accomplished by classification seniority.
- 11.2 An employee on layoff shall have an opportunity to return to work in his/her classification within two (2) years of his/her layoff before a new employee is hired for that classification, except that any employee on layoff who is notified by registered mail (at his/her last known address) to return to work shall have five (5) work days to indicate intent to return and ten (10) work days to return. An employee who fails to meet these time limits shall be considered to have voluntarily terminated employment with the Employer. An employee on layoff who is returned to work under the provisions of this section shall return at the same wage step that he/she was receiving at the time of layoff.

- 11.3 An employee on layoff shall have an opportunity to return to work in any vacancy within the bargaining unit, within one year of his/her layoff, if he/she meets the qualifications for the vacancy, providing that he/she applies for the vacancy within the posting period.
- 11.4 In the event of a total reduction of the work force within a classification, such employees being laid off shall be placed in any other vacancy within the bargaining unit, for which they are qualified before a new employee is hired.

## **ARTICLE XII. PAY PLAN**

- 12.1 Employees shall be compensated in accordance with the schedule attached hereto and identified as Appendix A.
- 2015 – 2% effective January 1, 2015 plus steps for eligible employees
- 2016 – 2.5% effective January 1, 2016 plus steps for eligible employees
- 2017 – 2.5% effective January 1, 2017 plus steps for eligible employees
- 12.2 An employee who is promoted shall have his/her salary raised to the minimum rate of pay for the new class. If the employee's salary before promotion is above the minimum step, the new salary shall be adjusted to the nearest higher step.
- 12.3 Employees shall receive longevity pay on the following basis:
- A. After ten (10) years of service - thirty dollars (\$30.00) per month.
- B. After twenty (20) years of service - fifty-five dollars (\$55.00) per month.
- 12.4 The Union agrees that during the life of this Agreement neither the Union, its officers or agents will bring any claims or suits, civil or administrative, as a result of any action taken or not taken by the Employer implementing comparable worth.

## **ARTICLE XIII. WORK WEEK**

- 13.1 Employees shall work a forty (40) hour week.
- 13.2 Non-exempt employees shall be compensated at their regular base rate for hours worked specifically authorized by the Employer in excess of thirty-seven and one-half (37½) but not more than forty (40) hours. Non-exempt employees shall be compensated at the rate of one and one-half (1½) the employee's rate for hours worked specifically authorized by the Employer in excess of forty (40) hours in a week. The Employer shall have the option of pay or time off. Non-exempt employees shall, upon termination of employment, be paid in cash for unused compensatory time accrued after April 14, 1986. There shall be no cash payment for unused compensatory time accrued prior to April 15, 1986.



- 13.3 Exempt employees shall be compensated at the rate of one and one-half (1½) the employee's base rate for hours worked specifically authorized by the Employer in excess of forty-eight (48) hours in a week. The Employer shall have the option of pay or time off. In no instance shall an exempt employee receive cash payment for unused accrued compensatory time. Exempt employees are those employees exempted from the provisions of the Fair Labor Standards Act, whose job duties and responsibilities are primarily professional, managerial and/or executive in nature.
- 13.4 The normal work day shall be eight (8) hours, with one-half (½) hour unpaid lunch break. Lunch period will be staggered so the office is staffed at all times.
- 13.5 A rest break of twenty (20) minutes will be allowed during each half of the work day. Break times should be staggered so that the office is sufficiently staffed at all times. The rest break should not interfere with the efficient operation of the office.
- 13.6 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 13.7 The base rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

#### **ARTICLE XIV. TRAVEL AND MEALS**

- 14.1 The Employer shall reimburse employees for the use of their personal vehicle at the rate established by County policy.
- 14.2 Employees shall be reimbursed for all expenses incurred as part of their employment in accord with the LeSueur County Personnel Policy. Prior authorization of expenses shall be required.

#### **ARTICLE XV. SICK LEAVE**

- 15.1 Sick leave with pay shall be earned by each employee at the rate of one (1) working day (eight (8) hours) for each full month of service. Unused sick leave to an employee's credit may be accumulated from year to year to a total of one hundred (100) days (eight hundred (800) hours). Once this maximum has been accumulated additional sick leave benefits earned shall be credited one-half (½) to banked sick leave, and one-half (½) to MSRS Health Care Savings Plan, effective the last pay period of the year. Banked sick leave may not be used until accumulated sick leave is exhausted.
- 15.2 Employees may use their accrued sick leave for the following:
- A. Illness of employee causing absence from work, illness of spouse, children (of any age), sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent. An employee may use sick leave for themselves

or the relatives listed above as safety leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking as defined in M.S. 181.9413 (as amended).

- B. Temporary physical disability of employee causing absence from work;
- C. Death in the immediate family; immediate family shall include employee's spouse, parents, sister, brother, children, stepchildren, father-in-law, mother-in-law, grandparents and grandchildren.
- D. Sick leave for safety or for the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent shall not exceed 160 hours in any twelve (12) month period.

15.3 Sick leave may be used for service as a color guard, or pallbearer, provided:

- A. Sick leave for funerals under Section 15.3 may not be used more than three (3) times in any one (1) calendar year; and
- B. Sick leave for funerals under Section 15.3 shall not exceed actual time required for such funeral and travel time therefore, nor one and one-half (1½) days in each instance, whichever is less.

15.4 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job related purposes, temporary disabilities and may be treated as any other illness in connection with employment.

15.5 The Employer may require a doctor's certificate showing the nature of the illness or injury whenever sick leave is requested.

15.6 In order to be eligible for sick leave with pay, an employee must report promptly to the Employer the reason for any absence from work.

15.7 Permanent part-time employees will be granted sick leave on a pro-rated basis.

## **ARTICLE XVI. HOLIDAYS**

16.1 The following days shall be paid holidays for all permanent full-time employees.

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	½ day Christmas Eve when it falls on a Mon.-Thurs.
Fourth of July	Christmas Day
Labor Day	Two floating holidays

16.2 A paid holiday occurring on Sunday shall be observed on the following Monday, and a paid holiday occurring on Saturday shall be observed on the preceding Friday.

- 16.3 In order for the employee to qualify for the holiday pay provided by this Article, he/she must work his/her last scheduled work day immediately following the holiday unless his/her failure to do so is for a reason acceptable to the Employer.
- 16.4 A non-professional permanent full-time employee who works on any of the above mentioned holidays shall receive pay for the holiday plus one and one-half (1½) times his/her regular straight time hourly rate for all such hours worked.

## ARTICLE XVII. VACATIONS

- 17.1 Regular full-time employees shall accrue vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Days of Vacation/Month</u>
0 -1	.83 day (6.64 hours)/month
2 - 5	1 day (8.00 hours)/month
6 -10	1.25 days (10 hours)/month
11-14	1.50 days (12 hours)/month
15-19	1.75 days (14 hours)/month
20 +	2 days (16 hours)/month

- 17.2 Effective the last pay period of the year employees may carry over a maximum of two hundred and forty (240) hours of vacation balance. Employees who have accrued over two hundred and forty (240) hours of vacation time will have a one-time option, on the last pay period of the year, to:
1. Convert the hours in excess of the two hundred and forty (240) maximum into cash and deposit the amount into their 457 deferred comp plan; or
  2. donate the hours to the sick leave bank; or
  3. if the employee does not choose one of the options, hours in excess of the maximum will be lost and there shall be no pay in lieu of vacation.
- 17.3 Probationary employees shall earn vacation but shall not be eligible for vacation use until successfully completing the probationary period. An employee terminated during the probationary period shall have no accrued vacation.
- 17.4 The Employer may restrict the number of employees who are on vacation at a given time. Further the Employer may reject any request for vacation if the Employer determines that the granting of such vacation would not be in the best interests of the department. The following notice should be given to the Employer when vacation is requested:

<u>Duration of Vacation</u>	<u>Notice</u>
Two weeks or more	30 days
One - two weeks	10 days

Less than one week

48 hours

The Employer shall respond to an employee's request for vacation, in writing, within a reasonable time after receiving written notice of the request.

- 17.5 Permanent part-time employees will be granted vacation on a pro-rated basis.

## **ARTICLE XVIII. PAY CONVERSION CONTRIBUTION**

- 18.1 Commencing January 1, 2015, the Employer will contribute eight hundred forty-six dollars and thirty cents (\$846.30) per month for the regular, full-time employee's insurance under the County's group health plans.

Commencing January 1, 2015, the Employer will contribute one thousand two hundred forty dollars and forty cents (\$1,240.40) per month for the regular full-time employee's family coverage under the Employer's group health plans.

In the event that the County's contribution exceeds the cost of the employee's premium, the excess shall be paid into the employee's VEBA or HSA account, at the employee's option. For 2016 and 2017, this Article may be reopened to negotiate the County contribution toward premium costs for insurance and any changes necessary to comply with and/or avoid penalties under the Patient Protection and Affordable Care Act.

- 18.2 The Employer shall provide each regular full-time employee with ten thousand dollars (\$10,000) group term life insurance coverage.

## **ARTICLE XIX. LEAVE OF ABSENCE**

- 19.1 Military Leave. Employees who are members of any reserve component of the Military Forces of the United States shall be granted leave of absence, with pay, not to exceed fifteen (15) consecutive calendar days in one (1) year, in order to go on active duty for such training periods as are necessary to their participation in a reserve training program. All existing federal and state statutes, applicable to the rights of any employee who is on a leave of absence from the Employer, for military service, shall be applicable under this Agreement.
- 19.2 Court Duty. Any employee subpoenaed as a witness or called and selected for jury duty, shall receive his/her regular compensation and other benefits for such duty. Pay received for court duty must be given to the County by the employee. Pay for the expenses may be kept by the employee.
- 19.3 General Leave Regulations. All employees covered by this Agreement are encouraged to give as much prior notice for any leave of absence as possible so that the employer can make appropriate adjustments to staff, to insure a continuation of service to the citizens of LeSueur County.



- 19.4 Personal Leave of Absence. Personal leaves include all leaves of absence granted for reasons other than for those stated above and shall be granted at the discretion of the Employer for a period of time not to exceed six (6) months. Extension of leave for an additional six (6) months is possible pending review and approval by the Employer. Seniority, sick leave or vacation leave shall not accrue during personal leave. Personal leave is automatically extended to the employee on sick leave where accumulated paid leave expires, until such time as the Employer decides on a formal extension of personal leave.

## **ARTICLE XX. FUNERAL LEAVE**

- 20.1 The Employer will provide up to three (3) days funeral leave with pay which shall not be deducted from accrued vacation or accrued sick leave, in the event of a death in the employee's immediate family as listed in Section 20.2.
- 20.2 Funeral Leave may be authorized in cases of death of the spouse, children, grandchildren, and wards and the brothers, sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parents, or grandparents of either the employee or his/her spouse.

## **ARTICLE XXI. SEVERANCE**

Upon honorable separation from the County, an employee's accumulated unused sick leave at the employee's rate of pay at the time of separation shall be placed in the MSRS Health Care Savings Plan based on the following schedule.

10-19 years of service	100% up to \$5,000.00
20-29 years of service	100% up to \$10,000.00
30 and above years of service	100% up to \$15,000.00

In the event of an employee's death, severance owed, but not paid, will be paid in cash to the employee's surviving spouse/dependents or beneficiary.

## **ARTICLE XXII. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to do so.

### ARTICLE XXIII. DURATION

This Agreement will be in full force and effect as of January 1, 2015 until December 31, 2017 and will continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to the end of the year. If a new Agreement is not conducted prior to the expiration of this Agreement, all benefits shall remain in full force and effect until a new Agreement is concluded.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**FOR THE COUNTY OF LESUEUR**

**FOR TEAMSTERS LOCAL NO. 320**

\_\_\_\_\_  
County Board Chair

\_\_\_\_\_  
Business Representative

Attest: \_\_\_\_\_

\_\_\_\_\_  
Steward

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Steward

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form and execution.

County Attorney

Dated: \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

WHEREAS, the County of Le Sueur (County) and Teamsters Local No. 320 have been signatories to a series of Collective Bargaining Agreements (CBAs) concerning employees in a the Courthouse unit; and

WHEREAS, the parties have concluded negotiations for the 2015-2017 CBA; and

WHEREAS, Section 12.2 provide, that an employee who is promoted shall have his/her salary raised to the minimum rate of pay for the new class. If the employee's salary before promotion is above the minimum step, the new salary shall be adjusted to the nearest higher step;

Now, THEREFORE, the parties hereby stipulate and agree as follows:

Salary may be adjusted one additional step based upon the recommendation of the Department Head and the approval of the County Board.

All remaining terms of the 2015-2017 CBA shall remain in full force and effect.

**FOR THE COUNTY OF LE SUEUR**

**FOR TEAMSTERS LOCAL NO. 320**

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# LABOR AGREEMENT

between

COUNTY OF LESUEUR

and

MINNESOTA TEAMSTERS PUBLIC  
AND LAW ENFORCEMENT  
EMPLOYEES' UNION,  
LOCAL NO. 320

*Representing*  
HUMAN SERVICES UNIT

January 1, 2015 - December 31, 2017

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**LABOR AGREEMENT**  
**between**  
**LESUEUR COUNTY**  
**and**  
**MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT**  
**EMPLOYEES' UNION, LOCAL NO. 320**

**ARTICLE I. PURPOSE OF AGREEMENT**

This Agreement is entered into between the County of LeSueur, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union.

This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

**ARTICLE II. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, Section 179A.03, Subd. 14, for all employees of the LeSueur County Social Services Department working more than fourteen (14) hours per week.
- 2.2 In the event the Employer and the Union are unable to agree to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III. DEFINITIONS**

- 3.1 Union: Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 Union Member: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Employer: County of LeSueur.
- 3.5 One-half (½) day: Four (4) hours.
- 3.6 Part-time Employee: An employee regularly scheduled to work less than the normal full-time work week established for the department. Part-time employees shall be



compensated in accordance with Appendix A but shall receive no other benefits under this Agreement unless expressly provided.

- 3.7 Permanent Employee: An employee who has successfully completed the probationary period established in Section 10.8.
- 3.8 Days: Unless otherwise indicated, means working days (Monday thru Friday, exclusive of holidays).
- 3.9 Demotion: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- 3.10 Department: A division of LeSueur County government.
- 3.11 Full Month of Service: One (1) calendar month of continuous service.
- 3.12 Layoff: Separation from services with the Employer necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.
- 3.13 Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- 3.14 Pyramiding: The payment of more than one form of premium compensation for the same hours of work.
- 3.15 Transfer: A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.16 Temporary Employee: An employee hired on a temporary basis, as designated by the Employer, in a position that has little prospect for continued employment. Such employee shall earn the salary rate established by the County Board for temporary employees, not to exceed the starting rate for the classification set forth in Appendix A, and shall not receive any other benefits. An employee may be retained for up to a six month period, which may be extended up to one (1) year upon written agreement between the Employer and the Union.

#### **ARTICLE IV. EMPLOYER SECURITY**

- 4.1 The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, sympathy strike, slow down or other interruption of or interference with the normal functions of the Employer. In the event that any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to

immediately return to work. If the employee continues to violate any of the provisions of this Article, he/she may be discharged or otherwise disciplined.

- 4.2 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union.

## **ARTICLE V. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the organizational structure; to select, direct and determine the number of personnel; to transfer personnel for just cause, to contract with vendors and others for goods and/or services so long as the act is performed in good faith; it represents a reasonable business decision and it does not subvert the Agreement between the parties; and to perform such other inherent managerial functions as set forth in the Public Employment Relations Act of 1971, as amended (PELRA).
- 5.2 The Employer retains the right to subcontract work performed by members of the bargaining unit. The Employer agrees to provide notice to the Union and to meet and confer regarding the impacts of such subcontracting before it shall be implemented.
- 5.3 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

## **ARTICLE VI. UNION SECURITY**

- 6.1 Dues Deduction: In recognition of the Union, as the exclusive representative, the Employer shall:
- A. Deduct from each payroll, an amount sufficient to provide payment of dues, of a "fair-share" deduction, as provided in Minnesota State Chapter 179A, if the employee elects not to become a member of the Union, from the wages of all employees authorizing, in writing, such a deduction; and
  - B. Remit such deduction to the appropriate designated officers of the Union.
- 6.2 Designation of Stewards: The Union may designate not more than two (2) employees from the bargaining unit to act as stewards and shall inform the Employer, in writing, of such choice.
- 6.3 New Employees: The Employer agrees to notify the Union of the hire of any new employee in any unit covered by this Agreement.

- 6.4 The Union, in the responsibility of the exclusive representative of employees, represents all employees without discrimination, interference, restraint, or coercion.
- 6.5 Hold Harmless Clause: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer, under the provisions of this Article.
- 6.6 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments of office, and Union recreational or social affairs and other items specifically approved by the Employer.

## **ARTICLE VII. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union representatives and their successors when so designated, as provided by Section 6.2 of this Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer.
- 7.4 Procedure. Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

**STEP 1.** (Supervisor) An employee claiming a violation concerning the interpretation or application of this Agreement shall within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested and shall be



appealed to Step 2 within ten (10) calendar days after the Employer designated representatives final answer in Step 1.

Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

**STEP 2.** (Department Head) If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated representative who shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representatives final answer in Step 3. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

**STEP 3.** (County Board) If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Union and Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer designated representatives final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**STEP 4.** (Arbitration) A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act (PELRA) of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services (BMS). Failure to select an Arbitrator within ninety (90) days of the Employer's answer in Step 3, shall be considered a "waiver" of the grievance, unless the delay in selection is caused by the Employer, or the delay is mutually agreed upon by the parties in writing.

The designations in parentheses at each step are for illustration purposes only. The Employer may designate its representative at each step, regardless of these parenthetical designations.

## 7.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator may not ignore the language of the Agreement to pursue the rule of the shop or other considerations beyond the scope of the written Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union in each step.

7.7 Choice of Remedy. If as a result of the written Employer response in Step 3 the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as: Veteran's Preference or Civil Service. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article VII or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

## **ARTICLE VIII. SAVINGS CLAUSE**

8.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the County of LeSueur. In the event any provisions of this Agreement shall be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

- 8.2 It is agreed that the Employer's obligation to provide for dues deduction and/or fair share fee assessment shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.

## **ARTICLE IX. DISCIPLINE**

- 9.1 The Employer will discipline employees for just cause only. Discipline will be in one (1) or more of the following forms:

- A. oral reprimand;
- B. written reprimand;
- C. suspension;
- D. demotion; or
- E. discharge.

Both the Employer and the Union agree that the above list of types of discipline is not meant to imply a sequence of events.

- 9.2 Suspension, demotions and discharges will be in written form.
- 9.3 Written reprimands, notices of suspension and notices of discharge to become part of an employee's personnel file shall be presented in the presence of a Union representative, read and acknowledged, by the signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 9.4 Employees may examine their individual personnel files at reasonable times under the direct supervision of the Employer.
- 9.5 The Employer shall not discharge any permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee and the Union shall be notified; in writing, that the employee is to be discharged and shall be furnished the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting.
- 9.6 The Union shall have the right to be present at any questioning of an employee concerning investigation for disciplinary action against the employee.



- 9.7 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 3 of the Grievance Procedure, under Article VII.

## **ARTICLE X. SENIORITY**

- 10.1 Total Seniority. The length of continuous full-time employment with the Employer.
- 10.2 Classification Seniority. The length of continuous full time employment in a particular classification within the bargaining unit. In addition, for layoff purposes only, an employee shall retain classification seniority in such previously held bargaining unit class.
- 10.3 The Employer shall post and furnish the Union a copy of the seniority roster annually.
- 10.4 The Employer is committed to hiring the most qualified candidate for county service. If all other job relevant qualifications are equal, the most senior applicant shall receive a promotion. Job vacancies shall be posted on the Union bulletin board for five (5) working days.
- 10.5 Upon completion of the probation period, employees shall become regular employees within the meaning of the Agreement and shall be credited with seniority dating from the first date of continuous employment with the Employer.
- 10.6 During the probationary period, employees earn, but may not use vacation. Probationary employees shall be entitled to use sick leave in accord with the LeSueur County Personnel Policy. Trial period employees may use accumulated vacation and sick leave benefits.
- 10.7 Failure to obtain permanent status upon promotion shall not be grievable. An employee shall be assigned to their previous job upon failure to attain permanent status on promotion or change in classification.
- 10.8 All newly hired employees shall be required to serve a period of job probation. Additionally, any employee moving to a different classification shall be subject to a trial period. Probationary and trial periods shall be six (6) months. The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion. A trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion. The probationary and trial period for part-time employees shall be one thousand forty (1,040) hours.

## **ARTICLE XI. LAYOFFS**

- 11.1 A reduction of work force shall be accomplished by classification seniority.
- 11.2 An employee on layoff shall have an opportunity to return to work in his/her classification within two (2) years of his/her layoff before a new employee is hired for that classification, except that any employee on layoff who is notified by registered mail (at his/her last known address) to return to work shall have five (5) work days to indicate intent to return and ten (10) work days to return. An employee who fails to meet these time limits shall be considered to have voluntarily terminated employment with the Employer. An employee on layoff who is returned to work under the provisions of this section shall return at the same wage step that he/she was receiving at the time of layoff.
- 11.3 An employee on layoff shall have an opportunity to return to work in any vacancy within the bargaining unit, within one year of his/her layoff, if he/she meets the qualifications for the vacancy, providing that he/she applies for the vacancy within the posting period.
- 11.4 In the event of a total reduction of the work force within a classification, such employees being laid off shall be placed in any other vacancy within the bargaining unit, for which they are qualified before a new employee is hired.

## **ARTICLE XII. PAY PLAN**

- 12.1 Employees shall be compensated in accordance with the schedule attached hereto and identified as Appendix A.
- 2015 - 2% effective January 1, 2015 plus steps for eligible employees
- 2016 - 2.5% effective January 1, 2016 plus steps for eligible employees
- 2017 - 2.5% effective January 1, 2017 plus steps for eligible employees
- 12.2 An employee who is promoted shall have his/her salary raised to the minimum rate of pay for the new class. If the employee's salary before promotion is above the minimum step, the new salary shall be adjusted to the nearest higher step.
- 12.3 Employees shall receive longevity pay on the following basis:
- A. After ten (10) years of service - thirty dollars (\$30.00) per month.
- B. After twenty (20) years of service - fifty-five dollars (\$55.00) per month.
- 12.4 The Union agrees that during the life of this Agreement neither the Union, its officers or agents will bring any claims or suits, civil or administrative, as a result of any action taken

or not taken by the Employer implementing comparable worth.

### **ARTICLE XIII. WORK WEEK**

- 13.1 Employees shall work a forty (40) hour week.
- 13.2 Non-exempt employees shall be compensated at the rate of one and one-half (1½) the employee's rate for hours worked specifically authorized by the Employer in excess of forty (40) hours in a week. The Employer shall have the option of pay or time off. Non-exempt employees shall, upon termination of employment, be paid in cash for unused compensatory time accrued after April 14, 1986. There shall be no cash payment for unused compensatory time accrued prior to April 15, 1986.
- 13.3 Exempt employees shall be compensated at the rate of one and one-half (1½) the employee's base rate for hours worked specifically authorized by the Employer in excess of forty-eight (48) hours in a week. The Employer shall have the option of pay or time off. In no instance shall an exempt employee receive cash payment for unused accrued compensatory time. The following classifications shall be considered exempted for the purposes of overtime compensation: merit system professional schedule employees.
- 13.4 The normal work day shall be eight (8) hours, with one-half (½) hour unpaid lunch break. Lunch period will be staggered so the office is staffed at all times.
- 13.5 A rest break of twenty (20) minutes will be allowed during each half of the work day. Break times should be staggered so that the office is sufficiently staffed at all times. The rest break should not interfere with the efficient operation of the office.
- 13.6 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 13.7 Mental Health Center staff required to be on call will be compensated at \$1.00 per hour for being on call and shall receive an additional seventy dollars (\$70.00) per week stipend.
- 13.8 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

### **ARTICLE XIV. TRAVEL AND MEALS**

- 14.1 The Employer shall reimburse employees for the use of their personal vehicle at the rate established by County policy.



- 14.2 Employees shall be reimbursed for all expenses incurred as part of their employment in accord with the LeSueur County Personnel Policy. Prior authorization of expenses shall be required.

## **ARTICLE XV. SICK LEAVE**

- 15.1 Sick leave with pay shall be earned by each employee at the rate of one (1) working day (eight (8) hours) for each full month of service. Unused sick leave to an employee's credit may be accumulated from year to year to a total of one hundred (100) days (eight hundred (800) hours). Once this maximum has been accumulated additional sick leave benefits earned shall be credited one-half (½) to banked sick leave, and one-half (½) to MSRS Health Care Savings Plan, effective the last pay period of the year. Banked sick leave may not be used until accumulated sick leave is exhausted.

- 15.2 Employees may use their accrued sick leave for the following:

- A. Illness of employee causing absence from work illness of spouse, children (of any age), sibling, parent, mother-in-law, father-in-law grandchild, grandparent or stepparent. An employee may use sick leave for themselves or the relatives listed above as safety leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking as defined in M.S, 181.9413 (as amended).
- B. Temporary physical disability of employee causing absence from work;
- C. Death in the immediate family; immediate family shall include employee's spouse, parents, sister, brother, children, stepchildren, father-in-law, mother-in-law, grandparents and grandchildren.
- D. Sick leave for safety leave or for the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent shall not exceed 160 hours in any twelve (12) month period.

- 15.3 Sick leave may be used for service as a color guard, or pallbearer, provided:

- A. Sick leave for funerals under Section 15.3 may not be used more than three (3) times in any one (1) calendar year; and
- B. Sick leave for funerals under Section 15.3 shall not exceed actual time required for such funeral and travel time therefore, nor one and one-half (1½) days in each instance, whichever is less.

- 15.4 The Employer may require a doctor's certificate showing the nature of the illness or injury whenever sick leave is requested.

- 15.5 In order to be eligible for sick leave with pay, an employee must report promptly to the Employer the reason for any absence from work.
- 15.6 Permanent part-time employees will be granted sick leave on a pro-rated basis.

## ARTICLE XVI. HOLIDAYS

- 16.1 The following days shall be paid holidays for all permanent full-time employees.

New Year's Day	Labor Day	Christmas Day
Martin Luther King Day	Veterans' Day	2 Floating Holidays
Presidents Day	Thanksgiving Day	
Memorial Day	Day after Thanksgiving	
Fourth of July	½ day Christmas Eve Day when it falls on a Mon-Thurs.	

- 16.2 A non-professional permanent full-time employee who works on any of the above mentioned holidays shall receive pay for the holiday plus one and one-half (1½) times his/her regular straight time hourly rate for all such hours worked.
- 16.3 A paid holiday occurring on Sunday shall be observed on the following Monday, and a paid holiday occurring on Saturday shall be observed on the preceding Friday.
- 16.4 In order for the employee to qualify for the holiday pay provided by this Article, he/she must work his/her last scheduled work day immediately following the holiday unless his/her failure to do so is for a reason acceptable to the Employer.

## ARTICLE XVII. VACATIONS

- 17.1 Regular full-time employees shall accrue vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Days of Vacation/Month</u>
0 - 1	.83 day (6.64 hours)/month
2 - 5	1 day (8 hours)/month
6 - 10	1¼ days (10 hours)/month
11-14	1½ days (12 hours)/month
15-19	1.75 days (14 hours)/month
20 +	2 days (16 hours)/month

- 17.2 Effective the last pay period of the year employees may carry over a maximum of two hundred and forty (240) hours of vacation balance. Employees who have accrued over two hundred and forty (240) hours of vacation time will have a one-time option, on the last pay period of the year, to:
1. Convert the hours in excess of the two hundred and forty (240) maximum into cash and deposit the amount into their 457 deferred comp plan: or

2. donate the hours to the sick leave bank; or
3. if the employee does not choose one of the options, hours in excess of the maximum will be lost and there shall be no pay in lieu of vacation.

17.3 Employees who on the date this contract is signed enjoy a greater vacation earning rate shall retain their current rate until they fit into the above schedule.

17.4 Probationary employees shall earn vacation but shall not be eligible for vacation use until successfully completing the probationary period. An employee terminated during the probationary period shall have no accrued vacation.

17.5 The Employer may restrict the number of employees who are on vacation at a given time. Further the Employer may reject any request for vacation if the Employer determines that the granting of such vacation would not be in the best interests of the department. The following notice should be given to the Employer when vacation is requested:

<u>Duration of Vacation</u>	<u>Notice</u>
Two weeks or more	30 days
One - two weeks	10 days
Less than one week	48 hours

The Employer shall respond to an employee's request for vacation, in writing, within a reasonable time after receiving written notice of the request.

17.6 Permanent part-time employees will be granted vacation on a pro-rated basis.

## **ARTICLE XVIII. PAY CONVERSION CONTRIBUTION**

18.1 Commencing January 1, 2015, the Employer will contribute eight hundred forty-six dollars and thirty cents (\$846.30) per month for the regular full-time employee's single insurance under the County's group health plans.

Commencing January 1, 2015, the Employer will contribute one thousand two hundred forty dollars and forty cents (\$1,240.40) per month for the regular full-time employee's family coverage under the Employer's group health plans.

In the event that the County's contribution exceeds the cost of the employee's premium, the excess shall be paid into the employee's VEBA or HSA account, at the employee's option. For 2016-2017, this Article may be reopened to negotiate the County contribution toward premium costs for insurance and any changes necessary to comply with and/or avoid penalties under the Patient Protection and Affordable Care Act.

18.2 The Employer shall provide each regular full-time employee with ten thousand dollars (\$10,000) group term life insurance coverage.

## **ARTICLE XIX. LEAVE OF ABSENCE**

- 19.1 **Military Leave.** Employees who are members of any reserve component of the Military Forces of the United States shall be granted leave of absence, with pay, not to exceed fifteen (15) consecutive calendar days in one (1) year, in order to go on active duty for such training periods as are necessary to their participation in a reserve training program. All existing federal and state statutes, applicable to the rights of any employee who is on a leave of absence from the Employer, for military service, shall be applicable under this Agreement.
- 19.2 **Court Duty.** Any employee subpoenaed as a witness or called and selected for jury duty, shall receive his/her regular compensation and other benefits for such duty. Pay received for court duty must be given to the County by the employee. Pay for the expenses may be kept by the employee.
- 19.3 **Maternity Leave.** Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job related purposes, temporary disabilities and may be treated as any other illness in connection with employment. An employee at her option may voluntarily elect to apply for an extended leave of absence without pay for maternity purposes which shall be granted for a period not to exceed six (6) months which will be treated as another leave without pay. The selection of one of these options (medical condition, leave of absence without pay for maternity purposes) shall preclude the utilization of other option by the employee.
- 19.4 **General Leave Regulations.** All employees covered by this Agreement are encouraged to give as much prior notice for any leave of absence as possible so that the employer can make appropriate adjustments to staff, to insure a continuation of service to the citizens of LeSueur County.
- 19.5 **Personal Leave of Absence.** Personal leaves include all leaves of absence granted for reasons other than for those stated above and shall be granted at the discretion of the Employer for a period of time not to exceed six (6) months. Extension of leave for an additional six (6) months is possible pending review and approval by the Employer. Seniority, sick leave or vacation leave shall not accrue during personal leave. Personal leave is automatically extended to the employee on sick leave where accumulated paid leave expires, until such time as the Employer decides on a formal extension of personal leave.

## **ARTICLE XX. FUNERAL LEAVE**

- 20.1 The Employer will provide up to three (3) days funeral leave with pay which shall not be deducted from accrued vacation or accrued sick leave, in the event of a death in the employee's immediate family as listed in Section 20.2.



20.2 Funeral Leave may be authorized in cases of death of the spouse, children, grandchildren, and wards and the brothers, sisters, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parents, or grandparents of either the employee or his/her spouse.

#### **ARTICLE XXI. SEVERANCE**

Upon honorable separation from the County, an employee's accumulated unused sick leave at the employee's rate of pay at the time of separation shall be placed in the MSRS Health Care Savings Plan based on the following schedule:

10-19 years of service	100% up to \$5,000.00
20-29 years of service	100% up to \$10,000.00
30 and above years of service	100% up to \$15,000.00

In the event of an employee's death, severance owed, but not paid, will be paid in cash to the employee's surviving spouse/dependents or beneficiary.

#### **ARTICLE XXII. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to do so.

#### **ARTICLE XXIII. DURATION**

This Agreement will be in full force and effect as of January 1, 2015 until December 31, 2017 and will continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to the end of the year. If a new Agreement is not conducted prior to the expiration of this Agreement, all benefits shall remain in full force and effect until a new Agreement is concluded.

**FOR THE COUNTY OF LE SUEUR**

\_\_\_\_\_  
County Board Chair      Date

Attest:

\_\_\_\_\_  
Administrator              Date

Approved as to form and execution.

\_\_\_\_\_  
County Attorney              Date

Local320\LeSueurHumSvs\Contract\2015-2017final

**FOR TEAMSTERS LOCAL NO. 320**

\_\_\_\_\_  
Business Representative      Date

\_\_\_\_\_  
Steward                              Date

\_\_\_\_\_  
Steward                              Date

County provide Appendix A - please



# Human Resources

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88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057  
Telephone: 507-357-8517 • Fax: 507-357-8607  
Cindy Westerhouse – Human Resources Director

## **HUMAN RESOURCES AGENDA ITEMS April 28, 2015**

The Employee Recognition Committee and the Le Sueur County Commissioners wish to recognize the following employees celebrating their significant length of service anniversaries.

Ken Tupy	Highway Department	30 years
Jeff Neisen	Information Technology	10 years
Monica Muchow	Sheriff's Office	10 years
Jo Corrow	Assessor's Office	10 years
Leah Frederick	Public Health	5 years

Recommendation to post and request the merit list for a full time Community Support Technician, in Human Services, as a Grade 5, Step 1 at \$15.79 per hour.

Recommendation to sign the 2015 – 2017 Labor Agreement between Le Sueur County and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, Courthouse Unit.

Recommendation to sign the 2015 – 2017 Labor Agreement between Le Sueur County and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, Human Services Unit.

Recommendation to approve the 2015 wages, 2.0 percent cost of living and step to eligible employees; 2016 wages, 2.5 percent cost of living and step to eligible employees; 2017 wages, 2.5 percent cost of living and step to eligible employees, for all non-union employees.

Recommendation to approve the 2015 wages for the elected officials.

*Equal Opportunity Employer*



Non-Union Full & Part time	
EMPLOYEE NAME	2015 COLA and/ or STEP
BAKER/COLLEEN M	\$26.03
BEER/ABBY J	\$31.32
BENDER/SHAYNE T	\$38.62
BLASCHKO/CAROL J	\$38.62
BLASCHKO/DEBRA S	\$32.43
BLASCHKO/MINDY	\$15.20
BLASCHKO/PATRICIA A	\$19.20
BROCKWAY/KATHLEEN M	\$36.05
BROWN/JODY	\$22.34
BRUNS/CARRIE L	\$16.91
COLLINS/ROBERT O	\$14.85
COPP/SIERRA	\$17.69
DOHERTY/THOMAS P	\$21.55
DUNKELBECK/PAMELA K	\$18.16
ERICKSON/MICHAELA	\$14.01
ERICKSON/SHARON E	\$32.43
FILLMORE/KIMBERLY S	\$21.62
FISCHENICH/LINDA A	\$38.62
FLICEK/JENNIFER LYNN	\$32.43
FREDERICK/KEITH G	\$23.14
FREDERICK/LEAH M	\$29.24
FREEMAN/LOWELL S	\$30.28
GAUDETTE/MEGAN	\$26.00
GERR/SCOTT M	\$34.83
GOLGART/JAMES W SR	\$30.26
GRUNZKE/LYNAE K	\$31.32
HANNA/JAY	\$18.33
HOLICKY/SUE A	\$19.20
HOLICKY/VANESSA	\$27.30
HOULIHAN/MEGHAN	\$15.20

EMPLOYEE NAME	2015 COLA and/ or STEP
HOULIHAN/MEGHAN	\$17.07
JOHNSTON/KRISTEN K	\$13.22
JONES/KELLY L	\$25.76
KARELS/AMBER T	\$32.43
KING/BENJAMIN J	\$34.37
KINNIRY/TUCKER	\$17.07
KOPET/CONSTANCE J	\$27.93
KOPET/ROBBIE C	\$26.95
KRAMER/RUBY L	\$17.69
KREKELBERG/LORI C	\$13.22
LARSON/KANDACE N	\$26.65
LEACH/LUANN	\$32.43
LEMMER/ARLENE M	\$16.16
LUKES/KELE	\$17.07
LUTTERMAN/JUSTIN D	\$26.60
MAETZOLD/MARJORIE	\$22.92
MASON/BRETT V	\$40.58
MCCABE/DOUG P	\$26.03
MCMILLEN/JAMES M	\$28.86
MORAN/JASON L	\$34.37
MUCHOW/MONICA A	\$17.69
NEISEN/JEFFREY M	\$26.65
NELSON/MELANIE O	\$26.65
NICOLIN/ANDREW C	\$23.98
O'MALLEY/ELISA A	\$38.62
O'MALLEY/MARY JO	\$19.45
ORCUTT/PAULA A	\$32.43
OVERN/RYAN M	\$34.01
PANKRATZ/DANIELLE	\$12.76
PETRASEK/ROBERT	\$17.07
PINNEY/BRIDGET	\$24.86
PRIBYL/ANGELA M	\$22.61

EMPLOYEE NAME	2015 COLA and/ or STEP
REAK/BONNIE J	\$19.45
ROSA/MIRANDA	\$25.67
ROSSOW/DEREK	\$17.69
RYNDA/SUSAN L	\$47.10
SCHATZ/MARY LYNN	\$32.43
SCHINDLER/TOM R	\$26.03
SCHMIDT/SCOTT A	\$26.03
SERICH/DEBBIE A	\$27.93
SHAUGHNESSY/CYNTHIA M	\$45.99
SMITH/BRAD L	\$23.14
SOWIEJA/KARI J	\$26.94
STADICK/JESSICA L	\$31.32
THOMSON/SONJA M	\$18.54
TIEGS/DAVID M	\$37.31
TRAXLER/ANN L	\$28.25
TUMA/DARLENE G	\$38.62
VON BANK/JACK	\$13.22
WALBURN/CAROL J	\$13.22
WALECHKA/VICKI L	\$27.88
WESTERHOUSE/CINDY A	\$31.38
WIGAND/SYDNIE M	\$25.42
WIYNINGER/MEGAN	\$27.30
WOOD/PAULA	\$13.22
2015 Elected Officials Wages	
NAME	2015 Annual Wages
Pam Simonette	\$91,357.35
David Tietz	\$101,272.50

EMPLOYEE NAME	2015 COLA and/ or STEP
Sharon Budin	\$65,692.20
Brent Christian	\$92,648.85





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# Le Sueur County, MN

Tuesday, April 28, 2015

Board Meeting

## Item 3

**9:15 a.m. Amy Beatty (30 minutes)**

*RE: 2015 Solid Waste Licenses, 2014 Feedlot Reporting, 2015 Solid Waste Projects, & 2015 Solid Waste Budget*

Staff Contact: Amy Beatty

## 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

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**DATE:** Friday, April 24, 2015

**TO:** Le Sueur County Board of Commissioners

**FROM:** Amy Beatty, Le Sueur County Environmental Programs Specialist

**RE:** Le Sueur County 2014-2015 Feedlot Work Plan and 2014 Year-End Feedlot Program Review

### **Feedlot Work Plan**

As part of Le Sueur County's Delegation Agreement with the Minnesota Pollution Control Agency (MPCA) to administer the feedlot program, the county is required to submit a work plan. The work plan lists the minimum program requirements that the county shall do to administer and implement the feedlot program. The county is required

- To keep an inventory of registered or permitted feedlots;
- To inspect feedlots to determine compliance;
- To permit feedlots for construction or forward applications to the MPCA if a state permit is required;
- To review complaints; and
- To assist feedlot owners with items such as land application recordkeeping, manure management planning, and permit applications for state and/or county issued permits.

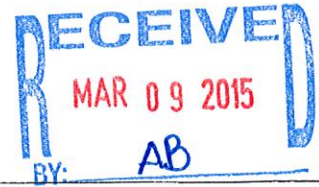
Le Sueur County's 2014-2015 Feedlot Work Plan has been reviewed by MPCA feedlot staff and satisfactorily addresses delegation agreement requirements. In order for the work plan to be executed,

- The county feedlot officer shall sign the Work Plan Signature Page, which was completed on February 23, 2015 (please see attached document).

### **Feedlot Program Review**

Each year the work plan is reviewed by the MPCA to determine if the county is meeting its goals and requirements. Le Sueur County's program was reviewed on February 12, 2015 by MPCA staff, and the county satisfied the delegated feedlot program requirements (please see attached letter and report). As part of the review process, the county feedlot officer presents the report to the County Board of Commissioners for review, and upon approval by the Board have the Chair sign the report.

The county's feedlot program is funded through the Natural Resources Block Grant administered by the Minnesota Board of Water and Soil Resources.



## 2015 Program Year Delegation Agreement and Work Plan Approval Document

This document satisfies Minnesota Rules 7020.1600, Subp. 3a. requirements that the delegation agreement must be reviewed by the MPCA and the County annually to determine if requirements are being met and to establish new goals.

### Work Plan Goal and/or MPR Revisions:

Please state, in the space below, any modifications to the 2014-2015 Delegation Agreement and Work Plan that the County and the MPCA have agreed upon regarding work plan goals and/or terms and conditions for meeting MPR requirements.

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### Delegation Agreement and Work Plan Approval:

The 2014-15 Delegation Agreement and Work Plan has been reviewed and, along with any provisions that may be noted on this form, is approved for the period January 1 – December 31, 2015.	County Feedlot Officer: <u>Amy Beatty</u>	
	<u>Amy Beatty</u> (Signature County Feedlot Officer)	<u>2/23/2015</u> (Date)
	MPCA Representative:	
	<u>Richard Gruener</u> (Signature MPCA Representative)	<u>2/23/2015</u> (Date)

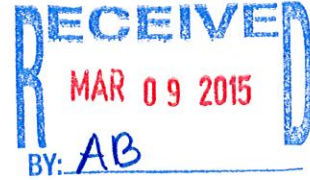


# Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | 651-282-5332 TTY | [www.pca.state.mn.us](http://www.pca.state.mn.us) | Equal Opportunity Employer

March 5, 2015



Ms. Amy Beatty  
Le Sueur County  
88 South Park Avenue  
Le Center, MN 56057

RE: 2014 Year-End County Program Review

Dear Ms. Beatty:

The Minnesota Pollution Control Agency (MPCA) conducted a County Program Review for Le Sueur County (County) on February 12, 2015. The results show that the County:

- Inspected 7 percent of the feedlots required to be registered in 2014.
- Met 97.5 percent of the applicable minimum program requirements for 2014.
- Had not conducted inspection prior to issuing a permit at a facility. The County stated that all future permits will have inspections completed prior to issuing any feedlot permits.
- Has proposed no modifications to their County Program Work Plan for 2014-2015.

These results satisfy the delegated feedlot program requirements, meaning the County is eligible to be fully funded for their 2015 base grant and to receive a 2014 Performance Credit Award.

Enclosed are copies of the signed 2014 review worksheets for your records. I appreciate the time you took to meet with the MPCA staff and your commitment to the delegated program. Please contact me at 651-757-2751 if you have any questions regarding this report.

Sincerely,

*for* Richard Gruenes  
Environmental Specialist 1  
Feedlot Section  
Watershed Division

REG:cme

Enclosures:

2014 Year-End Review Evaluation Worksheet

2014 Annual County Feedlot Officer Annual Report and Performance Credit Report



**2014 Annual County Feedlot Officer Annual Report and Performance Credit Report**

(Data for the Period: January 1, 2014 - December 31, 2014)

County:	<b>Le Sueur</b>				
Contact Person:	<b>Amy Beatty</b>				
Phone Number:	<b>507-357-8203</b>				
E-Mail Address:	<b>abeatty@co.le-sueur.mn.us</b>				
Signature:	_____		_____		
	(Signature of County Board Commissioner)		(Date)		
<b>All data must be entered in accordance with the Annual CFO Report Guidance Document.</b>					
<i>Except where identified, this report address those non-NPDES/SDS site required by 7020 to be registered.</i>			No.	PC	PC Total
<b>REGISTRATION</b>					
	1	Feedlots in shoreland with 10 - 49 AU:	11		
	2	Feedlots with 50 - 299 AU:	99		
	3	Non-NPDES/SDS $\geq$ 300 AU:	51		
	4	Feedlots with NPDES/SDS permits:	10		
	5	<b>Total - Feedlots required to be registered:</b>	<b>171</b>		
<b>PRODUCTION SITE INSPECTIONS (compliance or construction)</b>					
	6	Feedlots inspected in shoreland with 10 - 49 AU:	1		
	7	Feedlots inspected with 50 - 299 AU:	5		
	8	Non-NPDES/SDS $\geq$ 300 AU inspected:	6		
	9	<b>Total - Non-NPDES/SDS Feedlots inspected required to be registered:</b>	<b>12</b>		
	10	NPDES/SDS sites inspected:	1		
	11	Inspected Feedlots non-compliant with water quality discharge standards:	4		
<b>LAND APPLICATION INSPECTIONS</b>					
<b>Non-NPDES/SDS Sites</b>	12	Feedlots $\geq$ 100 AU where Level 1 land app was conducted:	2		
	13	Feedlots $\geq$ 100 AU where Level 1 land app result was non compliant:	2		
	14	Site $\geq$ 300 AU (or $\geq$ 100 AU in DWSMA) where Level 2 land app was conducted:	4		
	15	Feedlots from Line 14 where Level 2 land app result was non compliant:	2		
	16	Feedlots $\geq$ 100 AU where Level 3 land app was conducted:	1		
	17	Feedlots $\geq$ 100 AU where Level 3 land app result was non compliant:	0		
<b>SPECIALTY INSPECTIONS</b>					
<b>Non-NPDES/SDS Sites</b>	18	Construction inspections at registered sites (only ONE (1) site visit):	2		
	19	Construction inspections at registered sites (2 or more visits):	1	0.5	0.5
	20	Feedlots inspected that are located in shoreland and/or DWSMA:	2		
	21	Complaint inspections at sites required to be registered:	0		
	22	Complaint inspections at sites NOT required to be registered:	0		
	23	On-site assistance inspections:	1		
<b>INSPECTION TYPE (Performance Credit Eligible)</b>					
<b>Based on Number of Sites Inspected by Type</b>	24	Compliance Inspections at non-NPDES/SDS sites:	10	1.5	
	25	Construction Inspections at non-NPDES/SDS sites:	2	1	
	26	Complaint Inspections: (any size site)	0	0.5	
	27	Level 2 Land Application Inspections at non-NPDES/SDS sites:	4	3	
	28	Level 3 Land Application Inspections at non-NPDES/SDS sites:	1	0.5	
	29	Feedlots with NPDES/SDS permits inspected:	1	0.5	
	30	<b>Inspection Type Performance Credit Total: (lines 24-29)</b>	<b>18</b>		<b>18.00</b>



All data must be entered in accordance with the Annual CFO Report Guidance Document.					
Except where identified, this report address those non-NPDES/SDS site required by 7020 to be registered.			No.	PC	PC Total
<b>PERMITTING</b>					
	31	30-day construction or expansion notifications received:	4		
	32	Interim Permits Issued or Modified:	0	2	0
	33	Construction Short-Form Permits Issued or Modified at Sites ≥ 300 AU:	2	1	2
	34	Public meetings held for construction or expansion to ≥ 500 AU:	3		
<b>EMERGENCY RESPONSE (any size site)</b>					
	35	Events where emergency response was conducted: (on-site visit)	0	2	0
<b>PRODUCTION SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)</b>					
	36	Feedlots where a partial environmental upgrade was achieved:	0		
	37	Feedlots where a complete environmental upgrade was achieved:	0	6	0
<b>LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)</b>					
Non-NPDES/SDS Sites	38	Feedlots ≥ 100 AU where Level 1 land app non-compliance was returned to compliance:	0		
	39	Feedlots ≥ 300 AU (or ≥ 100 AU located in a DWSMA) where Level 2 land app non-compliance was returned to compliance:	0		
	40	Feedlots ≥ 100 AU where Level 3 land app non-compliance was resolved:	0		
<b>OWNER ASSISTANCE</b>					
Describe Lines 41, 43 & 44 on Supplemental Form.	41	Workshops or trainings hosted and/or co-sponsored by the CFO:	0	2	0
	42	Number of feedlot owners attending events in line 41:	0		
	43	Number of mailings to feedlot owners:	1		
	44	Feedlot articles placed in newspapers:	0		
<b>STAFFING LEVEL AND TRAINING</b>					
Line 49 Based on One CFO per County Attending Training Event	45	FTEs - (Full Time Equivalents) supplied by the CFO(s):	1		
	46	FTEs supplied by other county staff, including administrative and support staff assigned by the county to the feedlot program:	0.25		
	47	FTEs supplied through contract with other local government units:	0		
	48	Total Number of FTE positions that supported county program:	1.25		
	49	CFO - training hours: (Enter total training hours earned)	28.25	0.25	2.5625
<b>ENVIRONMENTAL REVIEW (EAW)</b>					
	50	EAW petitions received:	0		
	51	EAWs prepared by county:	0	4	0
<b>AIR QUALITY NOTIFICATIONS</b>					
	52	Notifications received claiming air quality exemptions:	17		
<b>ENFORCEMENT ACTIONS</b>					
	53	Letters of Warning (LOW) issued:	0		
	54	Notices of Violation (NOV) issued:	0		
	55	Court actions commenced:	0		
<b>OTHER PROGRAM ACTIVITIES</b>					
Describe Lines 57, 58, 59 and 60 on Supplemental Form.	56	Feedlots where a MinnFARM was conducted:	1	1	1
	57	Hours mentoring New CFO's:	0	0.25	0
	58	CFO presentations at informational or producer groups: (per event)	1	1	1
	59	Meetings with other local government and producer groups:	1		
	60	Feedlot Ordinance Revisions:	0		
<b>TOTAL PERFORMANCE CREDITS</b>					25.06

Minnesota Pollution Control Agency  
Feedlot Program

2014 Annual County Feedlot Officer Report  
**Supplemental Information Page**  
January 1, 2014 – December 31, 2014

**County Name:** *Le Sueur County*

**Work Plan** Please describe the progress that you made during the calendar year in meeting your 2014-2015 work plan inspection goals. Your report must provide quantitative results for each inspection, production site and land application goal, listed in your work plan.

*From Work Plan:*

*Production Site Inspection Strategy Goals*

1. *Inspect all sites where an interim or CSF (CSF for  $\geq 300$  only) permit is issued. Goal: 1 per year. Results = 2 CSFs issued and 2 sites inspected. No interim permits issued.*
2. *Inspect sites with OLAs that have never been inspected. Goal: 8 OLA sites – 3 of which never inspected. Results = no official inspections conducted. I was on-site at 3 facilities where there was a reduction in or no livestock housed on-site from when each facility was enrolled in OLA.*
3. *Inspect sites required to be registered that never been inspected. Number of Sites Never Inspected: 69. Goal: 13 out of 185. Results = of the 12 sites inspected, 10 have not been inspected since 2004.*

*Land Application Inspection Strategy Goals*

1. *Level III inspections of turkey/chicken manure stockpile applications - Estimate 15 stockpiles per year. Goal: 6. Results = 3 land application inspections of turkey and/or chicken manure applications (but 1 cropland manager). I did drive-by a field (300 + acre) with multiple chicken manure stockpiles after application and during incorporation, but no inspection report was completed.*
2. *Level III inspections of manure applications - 3 feedlots of 185. Goal: 3. Results = 0 - I did drive-by 3 land applications (2 fall applications and 1 winter), but I did not complete an inspection report.*
3. *Conduct Level I for all +100 AU production site inspections - 26 of 69 (never inspected). Goal: 5. Results = 2 Level I inspections conducted. Inspected 3 facilities over 100 animal units, but only 2 had livestock housed on-site within the past 3 years.*
4. *Conduct Level II for all +300 AU production site inspections - 17 of 69 (never inspected). Goal: 3. Results = 4 Level II inspections were conducted.*

**Owner Assistance Goals** Please report on the following owner assistance activities that you conducted in the past year. Include a date and description for each of the activities listed.

- Information meetings provided to feedlot owners: *None*
- Newsletters/direct mailings sent to feedlot owners: *To NPDES/SDS Permit Holders: reminder to submit 2013 annual report*
- Feedlot articles placed in local newspapers: *None*
- Other information and outreach activities not identified above: *None*

Staffing Level and Training	<p>Please list the training events that you participated in during the calendar year. Include a date and the number of hours of participation for each of the events listed.</p> <p><i>2/26/2014: WebEx Training – 1.5 hrs</i></p> <p><i>5/22/2014: Regional CFO Training in Owatonna – 5 hrs</i></p> <p><i>5/27/2014: Level II Land Application Training at MPCA-Mankato Office – 4 hrs</i></p> <p><i>8/27/2014: WebEx Training – 2 hrs</i></p> <p><i>9/23/2014: WebEx Training – 1 hr</i></p> <p><i>10/13-10/15/2014: Annual MACFO Conference in Alexandria – 13.25 hrs</i></p> <p><i>12/29/2014: WebEx Training = 1.5 hrs</i></p> <p><i>Total Hours = 28.25</i></p>
Feedlot Enforcement Actions	<p>Please describe any enforcement actions other than letters of warning, notices of violation, and court actions that you conducted during the calendar year.</p> <p><i>None</i></p>
Other Program Activities	<p>Please list any meetings, including meeting dates, which you attended during the calendar year with local government services and producer groups (including SWCD and NRCS Offices, Minnesota Extension Service, Dairy Inspectors, Minnesota Pork Producers, Minnesota Dairy Association, Minnesota Cattleman's Association).</p> <p><i>March 31, 2014: Le Sueur County Cattlemans' Annual Meeting – requested to discuss manure management for cattle producers (winter application, setbacks, record keeping requirements); provided a handout with county's setbacks to sensitive features during manure application.</i></p> <p>Please use this space to describe any feedlot ordinance revision and/or adoption proceedings for this reporting period.</p> <p><i>None</i></p> <p>Please use this space to list any county feedlot program activities conducted during this reporting period not identified in this form.</p> <p><i>None</i></p>



## 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

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DATE: Friday, April 24, 2015

TO: Le Sueur County Board of Commissioners

FROM: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: 2015 Solid Waste License Applications

### City Facilities

The following cities have requested a license to operate a composting facility. As in the past, the Cities are asking the County Board of Commissioners to waive the licensing fee and insurance and bonding requirements.

1. City of Cleveland – the facility is open to residents of the City of Cleveland to dispose of leaves, brush, and tree material.
2. City of Le Center – the facility is open to residents of the City of Le Center to dispose of leaves. This site is for temporary storage until the city can take the material to SMC Composting Facility in Mankato.
3. City of Le Sueur – the facility is open to residents of the City of Le Sueur to of Montgomery dispose of yard waste.
4. City of Montgomery – the facility is open to residents of the City to dispose of yard waste.
5. City of Saint Peter – the facility is open to residents of the City of Saint Peter to dispose of tree/brush and grass/plant material

### The City of Le Center Recycling Facility

The City of Le Center operates a recycling facility that is open to all Le Sueur County residents. The facility is located at 180 South Lexington Avenue. Le Sueur County funds the recycling facility through money it receives under the SCORE program – SCORE legislation provides counties with a funding source to develop effective waste reduction, recycling and solid waste management programs. The City asks the County Board of Commissioners to waive the licensing fee and bonding requirement.

### The City of Le Center Collection and Transportation of Solid Waste – 1 truck

The City of Le Center collects and transports solid waste and recyclable materials. Its service area is the City of Le Center. The destinations of the solid waste and recyclables are Minnesota Waste Processing – Mankato and LJP Enterprises, Inc. Recycling Facility – North Mankato. The City asks the County Board of Commissioners to waive the licensing fee and bonding requirement.

## **Collection and Transportation**

The following companies have applied for a license to collect and transport solid waste in Le Sueur County.

### **Hansen Sanitation, Inc. – Kasota, MN – 5 Trucks - \$190.00**

Hansen Sanitation, Inc. will be serving the City of Kasota and Kasota Township. The destination of the solid waste and recycling materials will be Minnesota Waste Processing Center - Mankato and Waste Management Recycling Center. The company has provided proof of insurance. The company has provided a letter of credit from Community Bank in Mankato in lieu of a performance bond.

### **Lakers New Prague Sanitary, Inc. – New Prague, MN – 4 Trucks - \$190.00**

Lakers New Prague Sanitary, Inc. will be serving the Cities of New Prague, Le Center, Montgomery, and the surrounding areas. The destination of the solid waste and recycling materials will be Resource Recovery Technologies/RRT Processing Solutions - Shakopee for solid waste, DemCon in Shakopee for construction and demolition debris, and Buckingham Recycling – Prior Lake for recyclable materials. The company has provided proof of insurance and bonding.

### **LJP Enterprises, Inc. – Saint Peter, MN – 13 Trucks - \$505.00**

LJP Enterprises, Inc. will be serving commercial, corporate, business, and rural accounts in Le Sueur County. The destination of the solid waste and recycling materials will be Minnesota Waste Processing Company – Mankato, Ponderosa Landfill – Mankato, and LJP Recycling Facility – North Mankato. The company has provided proof of insurance and bonding.

### **Waste Management of Minnesota – Mankato, MN – 12 Trucks - \$470.00**

Waste Management of Minnesota will be serving all of Le Sueur County. The destination of the recycling materials will be their own facilities in Le Sueur County. The destination of the solid waste will be Hennepin County Resource Co. – Minneapolis, NRG – Newport, Rice County Landfill – Dundas, Dickinson County Landfill – Spirit Lake, IA, Spruce Ridge Res. Mgmt – Glencoe, NRG – Elk River, Burnsville Landfill – Burnsville, Elk River Landfill – Elk River, SMC – Mankato, Hoffman Demo Landfill – New Ulm, Central Disposal Landfill – Lake Mills, IA, NRG – Empire – Rosemount, Brown County Landfill – Sleepy Eye, Prairieland Compost – Truman, Valley Demo & Recycling – New Ulm, Steele County Landfill – Blooming Prairie, Spruce Ridge Landfill – Glencoe, Ponderosa Landfill – Mankato, and Minnesota Waste Processing - Mankato. The company has provided proof of insurance and bonding.

## **Recycling Facility**

The following companies have applied for a license to operate a recycling facility in Le Sueur County.

### **Barnett Brothers, Inc. – Kilkenny, MN - \$200.00**

Barnett Brothers, Inc. service area will be an approximate twenty-mile radius around the City of Montgomery. The facility recycles bituminous and concrete materials. The company has proof of insurance and bonding.

**Fessel's Wood Recycling Services, LLC – Waterville, MN - \$200.00**

Fessel's Wood Recycling Services, LLC will be serving companies in the following counties Le Sueur, Rice, Waseca, Blue Earth, Nicollet, and Olmsted. The company recycles unadulterated wood and paper products for use as wood chips for landscaping and for animal bedding and mortality composting facilities. The company has provided a letter of credit from Roundbank in Waseca in lieu of a performance bond. The company has provided proof of insurance.

**Hansen Recycling and Transfer Station – Kasota, MN - \$200.00**

Hansen Recycle and Transfer Station will serve all of Le Sueur County and its residents, contractors, and municipalities. The facility will be recycling demolition and new construction waste. The company has provided proof of insurance and bonding.

**Selly Excavating, Inc. – Le Center, MN - \$200.00**

Selly Excavating Inc. service area will be all of Le Sueur County and its residents, contractors, and municipalities. The facility will be recycling bituminous and concrete materials. The company has provided proof of insurance and bonding.

**Waste Management of Minnesota – Mankato, MN - \$200.00**

Waste Management of Minnesota will be serving Le Sueur, Nicollet, and Sibley Counties. The company has provided proof of insurance and bonding.

**Transfer Station**

The following company has applied for a license to operate a transfer station in Le Sueur County.

**Waste Management of Minnesota – Mankato, MN - \$675.00**

Waste Management of Minnesota will be serving Le Sueur, Nicollet, and Sibley Counties. The company has provided proof of insurance and bonding.

**Upcoming Solid Waste Events**

Saturday, June 13, 2015 – Annual Tire, Appliance, and Electronics Collection Day from 8 am to 1 pm at the Le Sueur County Highway Department in Le Center (515 South Maple Avenue/County Road 114).

Thursday, September 17, 2015 – Mobile Household Hazardous Waste Collection from 10 am to 4 pm at the Le Sueur County Highway Shop in Cleveland (1199 Dodd Road).

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Physical Address:  
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Fax (507) 357-8541

---

Date: Friday, April 24, 2015

To: Le Sueur County Board of Commissioners

From: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: 2015 County Solid Waste and Recycling Project Ideas

It was requested to bring forward to the County Board of Commissioners a list of solid waste and recycling project ideas.

### Project Ideas:

1. Ag bag collection: This is the heavy, plastic material that is used to cover feedstuffs at beef and dairy cattle feedlots. The material is difficult to dispose of (bulky material) and should not be burned and buried. Sibley County has been successful with its collection and recycling of the plastic material. It is proposed to pilot the project at two locations in the county. Mr. Al Christensen, Tri-County Solid Waste, and I are in the process of contacting two parties to request placing a dumpster on their properties.
2. Take-It-To-The-Box containers: the Take-It-To-The-Box program has been working well for the Sheriff's Department. The proposal is to provide containers to the Cities of Montgomery and Waterville Police Departments. I have briefly discussed this proposal with Sheriff Tietz.
3. City of St. Peter and Kasota Township Composting Agreement: the ability for Kasota Township residents to use the City of St. Peter's composting facility. County staff will be working with the City of St. Peter and Kasota Township on this matter.
4. Tire, Appliance, and Electronics and Household Hazardous Waste Collections: Advertise the collections for all county landowners.
5. Hazardous Waste and Fluorescent Bulb Collection for Public Entities and Businesses.
6. Working with Green Tech Recycling on having them bring a storage container to be placed at the Highway Department Shop in Le Center in which to store the appliances and electronics that are picked-up by the Highway Department from the county's road ditches. The goal is to have the container and its contents removed on a regular basis.
7. Sharps Disposal: Mr. Al Christensen and I are in the process of discussing this project with the county's Public Health Department.
8. Other ideas



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Fax (507) 357-8541

---

**Date:** Friday, April 24, 2015

**To:** Le Sueur County Board of Commissioners

**From:** Amy Beatty, Le Sueur County Environmental Programs Specialist

**RE:** 2015 County Solid Waste Budget Revision

When the fee schedule was revised at the Le Sueur County Board of Commissioners December 16, 2014 meeting, this required an update to the 2015 solid waste budget.

At the 2015 Budget Requests, it was determined that the Property Tax – Current at the \$10 solid waste fee would be \$145,000.

After the revision to the fee schedule, it is estimated that the Property Tax – Current at the \$15 solid waste fee would be \$217,500.



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# **Le Sueur County, MN**

**Tuesday, April 28, 2015**

**Board Meeting**

## **Item 4**

**9:45 a.m. John Bruender (30 min)**

**Staff Contact:**



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# Le Sueur County, MN

Tuesday, April 28, 2015

Board Meeting

## Item 5

**10:15 a.m. Chad Washa, Le Sueur County Fair Board President (5 min)**

*RE: Fair Budget*

Staff Contact:



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# Le Sueur County, MN

Tuesday, April 28, 2015

## Board Meeting

### Item 6

**10:20 a.m. Darrell Pettis, County Administrator**

*RE: TH 22 & CR 101 Lighting Agreement*

*RE: TH 169 and CSAH 28 MNDOT Agreement*

*RE: Proposal for Contract Administration TH 169 and CSAH 28*

*RE: Le Sueur / Waseca Library Board, Judy Graham, effective January 1st, 2015*

*RE: Data Practice Policy*

*RE: Construction Agreement*

Staff Contact:





## Minnesota Department of Transportation

### District 7

2151 Bassett Drive  
Mankato, MN 56001-6888

Office Tel:(507) 304-6100

Fax:(507) 304-6119

April 16, 2015

To: Darrell Pettis, P.E.  
Le Sueur County Engineer  
88 South Park Dr.  
Le Center, MN 56057

Subject: Proposed Lighting Agreement No. 1000561  
Le Sueur County  
S.P. 4012-40  
Intersection Lighting System

Dear Mr. Pettis:

Transmitted herewith in duplicate is a proposed agreement with Le Sueur County. This agreement provides for installation by the State of Minnesota of an intersection lighting system at the intersection of Trunk Highway 22 and County Road 101 to be maintained thereafter by Le Sueur County.

Kindly present this agreement to the Board of County Commissioners for their approval and execution that includes original signatures of the County Board authorized officers on all copies of the agreement. Also required are two original copies of a resolution passed by the County Board authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed. A third copy of the agreement is provided for your use until you receive a "fully executed" copy.

It is requested that the executed agreement and resolutions (two originals of each) be returned to me. A copy will be returned to the County when fully executed.

Sincerely,

Trent Robbins  
D7 Project Management

Enc. Proposed Agreement (2)  
Suggested Resolution (2)

cc: Maryanne Kelly-Sonnek – M.S. 682  
File

An Equal Opportunity Employer



**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
LE SUEUR COUNTY  
LIGHTING MAINTENANCE  
AGREEMENT**

**Trunk Highway Number (T.H.):** 22  
**Control Section Number (C.S.):** 4012  
**Lighting Feed Point** Le Sueur

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Le Sueur County acting through its Board of Commissioners ("County").

**Recitals**

1. The State will install, in coordination with the County, a new Highway Lighting System ("Lighting System") on Trunk Highway No. 22 at County Road No. 101 (Squirrel's Nest Road) according to State-prepared typical drawings, standard plates, specifications and special provisions ("Project"); and
2. County will provide for the operation, maintenance and electrical energy of the new Lighting System; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 4. Maintenance by the County; 7. Liability; Worker Compensation Claims; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.
- 1.4. **Typical drawings, Standard Plates, Specifications, Special Provisions.** State prepared typical drawings, standard plates, specifications and special provisions are on file in the office of the County's Engineer and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. **Exhibits.** Exhibit "A", showing the location of the new Lighting System, is attached and incorporated into this Agreement.

## 2. Construction by the State

- 2.1. *Lighting System Construction.*** The State, with its own resources and equipment, will install a new Lighting System on T.H. 22 at County Road 101 according to the Project Plans:
- 2.2. *Direction, Supervision and Inspection of Construction.*** The State will direct and supervise all Lighting System construction activities including final light pole locations. All Lighting System construction will be performed according to the Project Plans.

## 3. State Furnished Materials

The State will furnish screw-in bases, 9-40 standard light poles and luminaires for the new Lighting System according to the Project Plans at no cost or expense to the County.

## 4. Maintenance by the County

Operation, maintenance and electrical energy responsibilities will be as follows for the Lighting System on Trunk Highway No. 22 at County Road No. 101 (Squirrel's Nest Road) shown in Exhibit "A".

- 4.1. *Power.*** The County will pay all monthly electrical service expenses necessary to operate the Lighting System.
- 4.2. *Lighting System Maintenance.*** The County will provide maintenance and ownership of the lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment.
- 4.3. *Right of Way Access.*** The State authorizes the County to enter upon State right of way to perform the maintenance activities described in this Agreement.
- 4.4. *Utility Permit.*** After completion of the Lighting System construction, the County will submit to the State's Utility Engineer an original permit application for the new County owned Lighting System constructed within the trunk highway right-of-way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right Of Way" (Form TP2525).

## 5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

### 5.1. The State's Authorized Representative will be:

Name/Title: Scott M. Thompson, District Traffic Engineer (or successor)  
Address: 2151 Bassett Drive, Mankato MN  
Telephone: 507-304-6156  
E-Mail: scott.m.thompson@state.mn.us

### 5.2. The County's Authorized Representative will be:

Name/Title: Darrell Pettis, Le Sueur County Engineer (or successor)

Address: 88 South Park Ave., Le Center MN  
Telephone: 507-357-8200  
E-Mail: dpettis@co.le-sueur.mn.us

**6. Assignment; Amendments; Waiver; Contract Complete**

- 6.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**7. Liability; Worker Compensation Claims**

- 7.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County.
- 7.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**8. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**9. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**10. Government Data Practices**

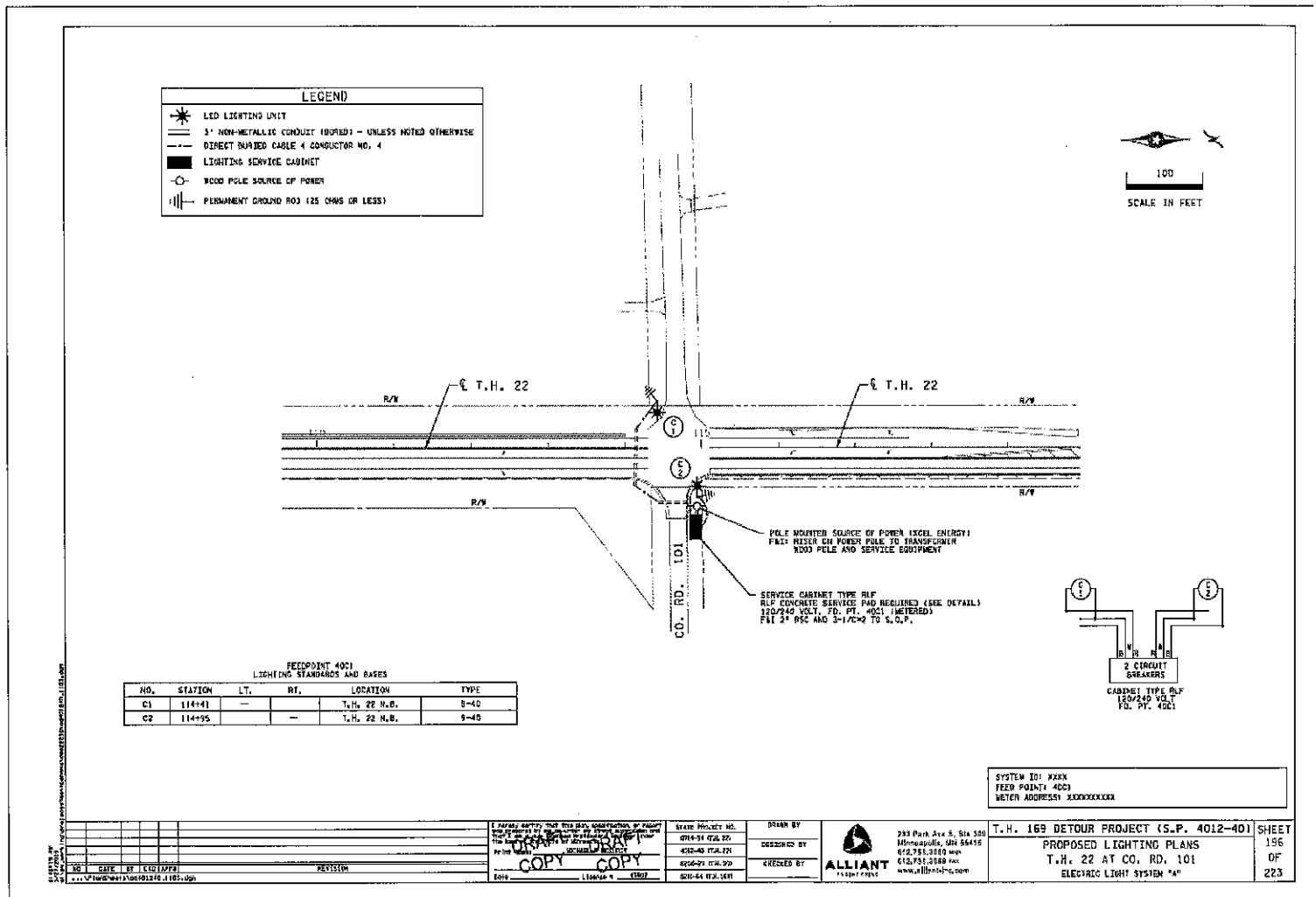
The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

**11. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

Exhibit "A"





**LE SUEUR COUNTY**

**RESOLUTION**

IT IS RESOLVED that Le Sueur County enter into MnDOT Agreement No. 1000561 with the State of Minnesota, Department of Transportation for the following purposes:

To establish maintenance responsibilities for the Highway Lighting System located at the intersection of TH 22 and Co. Rd. 101 under State Project No. 4012-40.

IT IS FURTHER RESOLVED that the \_\_\_\_\_ and the \_\_\_\_\_  
(Title) \_\_\_\_\_ are authorized to execute the Agreement and any  
(Title) amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Le Sueur County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2015
Notary Public _____
My Commission Expires _____
NOTARY STAMP

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

## LE SUEUR COUNTY

### RESOLUTION

IT IS RESOLVED that Le Sueur County enter into MnDOT Agreement No. 1000487 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County of the State's share of the costs of the grading, bituminous paving, curb and gutter, drainage improvements and lighting construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 169 from 900 feet north of Doppy Lane to 1,050 feet north of County State Aid Highway No. 28 within the corporate limits of the City of Le Sueur under State Project No. 4013-54 (T.H. 169=005).

IT IS FURTHER RESOLVED that the \_\_\_\_\_ and the \_\_\_\_\_  
(Title)  
\_\_\_\_\_ are authorized to execute the Agreement and any  
(Title)  
amendments to the Agreement.

### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Le Sueur County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

NOTARY  
STAMP

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)



# BOLTON & MENK, INC.®

## Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337

Phone (952) 890-0509 • Fax (952) 890-8065

www.bolton-menk.com

April 20, 2015

Darrell Pettis  
Le Sueur County  
88 South Park Ave.  
Le Center, MN 56057

**RE: Proposal for CA/CI Professional Services  
TH 169 – Le Sueur Hill Project, Le Sueur, MN**

Dear Mr. Pettis:

Bolton & Menk, Inc. is pleased to submit this proposal to Le Sueur County to provide Contract Administration and Construction Oversight for the TH 169 Le Sueur Hill Project in Le Sueur, MN.

Bolton & Menk will provide the staff, materials, transportation, and the necessary supplies and equipment to perform the Construction Administration, Construction Inspection, Construction Staking, and Materials Testing for this project. We understand that the County is seeking a partner to complete this project in a manner that will minimize County staff time. We have assembled a project team that will provide you the technical expertise to complete the project in accordance with plans and specifications.

The construction administration/inspection team we propose for this project includes Shane Koehnen, who is a senior Engineering Technician, Josh Howe as the Project Engineer/Contract Administrator, myself as the Project Manager, and Braun Intertec as the material testing consultant. Their full resumes are available upon your request.

We have estimated that the construction project will require full-time inspection over an anticipated 16 week construction schedule. Full-time is based on 50 hour work weeks (include travel time). We would judge the work as we go depending upon conditions encountered, the nature of the work, and the observed workmanship and cooperation of the contractors.

### **SCOPE OF BASIC SERVICES**

Based on our comprehensive understanding of the project we propose to provide the following services:

1. Attend meetings, including the preconstruction, all construction meetings, and project closure.
2. Track, review, and approve or direct for approval all Contractor's submittals, including shop drawings, RFIs or claims.
3. Full-time Observation: We propose to provide a full time inspector on the project site during the anticipated four month construction project (July-October, 2015). He will document all construction activities, be available to discuss the project with property owners, and verify compliance with the plans and specifications/special provisions. This includes review of traffic control, erosion control, and all construction activity and field labor compliance interviews.
4. We have estimated that we will need 12 site trips to provide the necessary construction staking for the contractor. Our experienced field staff will assist in minimizing the number of trips, however do to various circumstances such as contractor error or public disturbances the number of trips to the site are difficult to determine.
5. Review the Contractor's compliance with the State Prevailing Wage Laws. Review and approve request to sublets, and process Contractor's monthly EEO compliance documents.
6. Maintain daily diaries of all construction activities.
7. Document and coordinate approvals of construction contract changes through Change Orders, Work Orders, or Supplemental Agreements.

*DESIGNING FOR A BETTER TOMORROW*

Bolton & Menk is an equal opportunity employer



8. Maintain an open communication with the City of Le Sueur, Le Sueur County and MnDOT District 7.
9. Prepare partial pay estimates every 30 days and a final pay estimate upon completion of the project.
10. Material Testing Services:
  - Soils – Nuclear Density Tests on embankment and utility backfill.
  - DCP tests on select granular borrow and aggregate base material.
  - Moisture content tests at time of compaction on backfill materials.
  - Gradation Tests on coarse filter aggregate, fine filter aggregate, select granular borrow, aggregate base and surfacing materials.
  - Standard Proctor tests on backfill and fill materials.
  - Preliminary and final grading and base reports, random sampling locations report.
  - Perform slump, temperature and air content tests on the plastic concrete prior to placement.
  - Cast 4-inch by 8-inch concrete cylinders
  - Compressive Strength testing of cylinders
  - Weekly Concrete Report
  - Collect one verification sample per mix per day of production. Perform quality assurance tests on these samples.
  - Mark pavement core locations and observe contractor's coring and core testing.

We have attached a breakdown of our estimate of total costs for this project. Our estimate includes all costs for the requested services for this project including labor and mileage. Thank you again for the opportunity work with Le Sueur County on this project and submit this letter proposal and cost estimate. If you have any questions or concerns please feel free to contact me and we can review our scope and/or assumptions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Darrick K. Anderson'.

Darrick K. Anderson, P.E.  
Senior Project Manager

Encl: Fee Estimate

CLIENT: Le Sueur County		BOLTON & MENK INC.						
PROJECT: TH 169 - Le Sueur Hill CA/CI								
TASK NO.	WORK TASK DESCRIPTION	Project Manager Darrick Anderson	Project Engineer Josh Howe	Lead Inspector Shane Koehnen	Project Surveyor Janelle Fowlds	Field Crew	Total Cost	
1	Project Management	96	16	0	24	0	\$16,720	
2	Contract Administration	32	344	108	0	0	\$46,900	
3	Construction Observation	0	0	840	0	0	\$105,000	
4	Survey	0	0	0	0	140	\$15,400	
TOTAL HOURS		128	360	948	24	140		
HOURLY BILLING RATE		\$130	\$85	\$125	\$120	\$110		
TOTAL		\$16,640	\$30,600	\$118,500	\$2,880	\$15,400		
TOTAL FEE							\$184,020	
		Additional Services Cost						
		Material Testing					\$30,100	
		Total Estimated Additional Services Cost					\$30,100	
TOTAL FEE (with Estimated Additional Services Costs)							\$214,120	



# **Le Sueur County Data Practices Policy Members of the Public**

## **Right to Access Public Data**

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

The Government Data Practices Act also provides Le Sueur County must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

## **How to Make a Data Request**

To look at data or request copies of data that Le Sueur County keeps, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 3. You may make your request for data by mail, fax, or email, using the data request form on page 5.

If you choose not to use the data request form, your request should include:

- that you, as a member of the public, are making a request for data under the Government Data Practices Act, Minnesota Statutes, Chapter 13;
- whether you would like to look at the data, get copies of the data, or both; and
- a clear description of the data you would like to inspect or have copied.

Le Sueur County cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

## **How We Respond to a Data Request**

Upon receiving your request, we will work to process it.

- If we do not have the data, we will notify you, in writing, as soon as reasonably possible.
- If we have the data, but the data are not public, we will notify you as soon as reasonably possible and state which specific law says the data are not public.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
  - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
  - provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. If you want us to send you the copies, you will need to provide us with an address or fax number. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Information about copy charges is on page 4. We also will arrange for you to pre-pay for the copies.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, the Government Data Practices Act does not require us to answer questions that are not requests for data.

### **Requests for Summary Data**

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. We will prepare summary data if you make your request in writing and pre-pay/pay for the cost of creating the data. Upon receiving your written request – you may use the data request form on page 5 – we will respond within ten business days with the data or details of when the data will be ready and how much we will charge.

## **Data Practices Contacts**

### **Responsible Authority**

Darrell Pettis, Le Sueur County  
88 South Park Ave, Le Center, MN 56057  
Telephone: 507-357-2251; Fax: 507-357-6375

### **Data Practices Compliance Official**

David Tietz, Sheriff's Office  
Carla Mador  
88 South Park Ave, Le Center, MN 56057  
Telephone: 507-357-2251; Fax: 507-357-6375

Brent Christian, Attorney's Office  
88 South Park Ave, Le Center, MN 56057  
Telephone: 507-357-2251; Fax: 507-357-6375

Sharon Budin, Recorder's Office  
88 South Park Ave, Le Center, MN 56057  
Telephone: 507-357-2251; Fax: 507-357-6375

Pam Simonette, Auditor/Treasurer's Office  
88 South Park Ave, Le Center, MN 56057  
Telephone: 507-357-2251; Fax: 507-357-6375

Shayne Bender, Assessor's Office  
88 South Park Ave, Le Center, MN 56057  
Telephone: 507-357-2251; Fax: 507-357-6375

Susan Rynda, Human Services  
88 South Park Ave, Le Center, MN 56057  
Telephone: 507-357-2251; Fax: 507-357-6375

Cindy Shaughnessy, Public Health  
88 South Park Ave, Le Center, MN 56057  
Telephone: 507-357-2251; Fax: 507-357-6375

Jim Gorgart, Veterans Services  
88 South Park Ave, Le Center, MN 56057  
Telephone: 507-357-2251; Fax: 507-357-6375

Cindy Westerhouse, Human Resources  
88 South Park Ave, Le Center, MN 56057  
Telephone: 507-357-2251; Fax: 507-357-6375

### **Copy Costs – Members of the Public**

Le Sueur County charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

You must pay for the copies before we will give them to you.

#### **For 100 or Fewer Paper Copies – 25 cents per page**

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

#### **Most Other Types of Copies – Actual cost**

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is based on the hourly rate of the employee.

If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

**Le Sueur County  
Data Request Form  
Members of the Public**

**Date of request:** \_\_\_\_\_

**I am requesting access to data in the following way:**

☐ Inspection

☐ Copies

☐ Both inspection and copies

Note: inspection is free but Le Sueur County will charge for copies as indicated on page 4.

**These are the data I am requesting:**

Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

**Contact Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

You do not have to provide any of the above contact information. However, if you want us to mail/email you copies of data, we will need some type of contact information. In addition, if we do not understand your request and need to get clarification from you, without contact information we will not be able to begin processing your request until you contact us.

We will respond to your request as soon as reasonably possible.



**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
LE SUEUR COUNTY  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>4013-54</u>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number (T.H.):</b>	<u>169= 005</u>	<b><u>\$2,478,097.00</u></b>
<b>State Aid Number (S.A.P.):</b>	<u>040-628-028</u>	
<b>Lighting System Feed Point No.</b>	<u>R40H</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Le Sueur County acting through its Board of Commissioners ("County").

**Recitals**

1. The County will perform grading, bituminous paving, curb and gutter, drainage improvements and lighting construction and other associated construction upon, along and adjacent to Trunk Highway No. 169 from 900 feet north of Doppy Lane to 1050 feet north of County State Aid Highway No. 28 according to County-prepared plans, specifications and special provisions designated by the State as State Project No. 4013-54 (T.H. 169= 005)("Project"); and
2. The County requests the State participate in the costs of the grading, bituminous paving, curb and gutter, drainage improvements and lighting construction and the State is willing to participate in the costs of said construction and associated construction engineering; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans;**

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the County; 9. Liability; Worker Compensation Claims; Insurance; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** State-approved County plans, specifications and special provisions designated by the State as State Project No. 4013-54 (T.H. 169= 005) are on file in the office of the County's Engineer and incorporated into this Agreement by reference. ("Project Plans")

**2. Right-of-Way Use**

- 2.1. **Limited Right to Occupy.** The State grants to the County (and its contractors and consultants) the right to occupy trunk highway right-of-way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy

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includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the County (or its contractors or consultants) for revoking this right of occupancy.

- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the trunk highway right-of-way (including the construction being performed on such right-of-way) at any time and without notice to the County or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the County (and its contractor) to take such remedial measures as the State deems necessary. The State may require the County (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the County (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the County (and its contractors and consultants) are occupying the State right-of-way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All County, contractor, and consultant personnel occupying the State's right-of-way must be provided with required reflective clothing and hats.
- 2.4. **State Ownership of Improvements.** The State will retain ownership of its trunk highway right-of-way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the County's contractor with respect to such improvements (if any) will flow to the State. The County will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the County's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the County will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the County's consultants and contractors.

### 3. Contract Award and Construction

- 3.1. **Bids and Award.** The County will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. **Bid Documents furnished by the County.** The County will, within 7 days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the County's request for concurrence by the State in the award of the construction contract. The County will not award the construction contract until the State advises the County in writing of its concurrence.
- 3.3. **Rejection of Bids.** The County may reject and the State may require the County to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the County will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

**3.4. Contract Terms.** The County's contract with its construction contractor(s) must include the following terms:

- A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's right-of-way; and
- B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
- C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

**3.5. Direction, Supervision and Inspection of Construction**

- A. The contract construction will be under the direction of the County and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The County will give the District Engineer at Mankato five days notice of its intention to start the contract construction.
- B. Responsibility for the control of materials for the contract construction will be on the County and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

**3.6. Contaminated Soils and Groundwater within the State's Cost Participation Limits.**

- A. **24 Hour Notification.** The County will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
- B. **Immediate Notification.** The County will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The County will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
- C. **Environmental Consultant.** The County will provide for an Environmental Consultant to be on site to observe and document the excavation, handling and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the County to MnDOT, the County hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The County will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

**3.7. Completion of Construction.** The County will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate County official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.**3.8. Plan Changes.** All changes in the Project Plans and all addenda, change orders and supplemental agreements entered into by the County and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.

**3.9. Compliance with Laws, Ordinances, Regulations.** The County will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's trunk highway right-of-way, the County will not require the contractor to follow local ordinances or to obtain local permits.

**3.10. Construction Documents Furnished by the County.** The County will keep records and accounts that enable it to provide the State, when requested, with the following:

- A. Copies of the County contractor's invoice(s) covering all contract construction.
- B. Copies of the endorsed and canceled County warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate County official that final construction contract payment has been made.
- C. Copies of all construction contract change orders and supplemental agreements.
- D. A certification form, provided by the State, signed by the County's Engineer in charge of the contract construction attesting to the following:
  - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
  - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
  - iii. Full payment by the County to its contractor for all contract construction.
- E. Copies, certified by the County's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
- F. A copy of the "as built" plan sent to the District Engineer.

#### **4. Right-of-Way; Easements; Permits**

- 4.1.** The County will, without cost or expense to the State, obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the County will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2.** The County will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3.** The County will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings and depiction of utilities affected by the contract construction.

#### **5. Maintenance by the County**

Upon completion of the project, the County will provide the following without cost or expense to the State:

- 5.1. Roadways.** Maintenance of Pumpkin Hill Road and Industrial Park Street. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other maintenance activities according to accepted County maintenance practices.
- 5.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes; repair of minor erosion problems; minor structure repair; and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities.

**5.3. *Lighting.*** Maintenance and ownership of any lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment. The County will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

**5.4. *Additional Drainage.*** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics at Mankato and is incorporated into this Agreement by reference.

## **6. State Cost and Payment by the State**

**6.1. *State Cost.*** \$2,478,097.00 is the State's full and complete lump sum cost for grading, bituminous paving, curb and gutter, drainage improvements and lighting construction and associated construction engineering.

**6.2. *Conditions of Payment.*** The State will pay the County the full and complete lump sum amount or the total cost of the contract construction as shown in the awarded contract bid document plus an 8 percent construction engineering cost share, whichever amount is smaller, after the following conditions have been met:

- A. Encumbrance by the State of the State's full and complete State funded lump sum cost share.
- B. Approval by the State's Land Management Director at St. Paul of certified documentation, submitted by the County, for all right-of-way and easement acquisitions required for the contract construction.
- C. Execution of this Agreement and transmittal to the County, including a letter advising of the State's concurrence in the award of the construction contract.
- D. The State's receipt of a written request from the County for the advancement of funds. The request will include certification by the County that all necessary parties have executed the construction contract.

### **6.3. *Limitations of State Payment; No State Payment to Contractor***

The State's participation in the contract construction is limited to the lump sum amount shown in Article 6.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the County. The County's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The County's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the County by the County's contractor.



**7. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**7.1. The State's Authorized Representative will be:**

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: maryanne.kellysonnek@state.mn.us

**7.2. The County's Authorized Representative will be:**

Name/Title: Darrell Pettis (or successor)  
 Address: 88 South Park Avenue, Le 7 Center, MN 56057  
 Telephone: 507-357-2251  
 E-Mail: dpettis@co.le-sueur,mn.us

**8. Assignment; Amendments; Waiver; Contract Complete**

- 8.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**9. Liability; Worker Compensation Claims; Insurance**

- 9.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County. Notwithstanding the foregoing, the County will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the County's contractor(s) or consultant(s) or by a third party because of an act or omission by the County or its contractor(s) or consultant(s).
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 9.3.** The County may require its contractor to carry insurance to cover claims for damages asserted against the County's contractor.

**10. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

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Payable Lump Sum (Municipal Agreements)

**11. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**12. Government Data Practices**

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

**13. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**14. Termination; Suspension**

**14.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**14.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**14.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**15. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Purchase Order: 3000237703

**LE SUEUR COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

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Payable Lump Sum (Municipal Agreements)



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# **Le Sueur County, MN**

**Tuesday, April 28, 2015**

**Board Meeting**

## **Item 7**

### **Future Meetings**

**Staff Contact:**

## Future Meetings 2015

April 28, 2015	Board Meeting, 9:00 a.m.
May 5, 2015	Board Meeting, 9:00 a.m.
May 9, 2015	German-Jefferson Sewer Board Neighborhood Work Session *9:00a.m. and 1:00 p.m. held at St. Paul's German Lake Church located at 22693 German Lake Rd. in Waterville
May 12, 2015	No Board Meeting
May 14, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
May 19, 2015	Board Meeting, 9:00 a.m.
May 21, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
May 25, 2015	Memorial Day, Offices Closed
May 26, 2015	Board Meeting, 9:00 a.m.
June 2, 2015	Board Meeting, 9:00 a.m.
June 6, 2015	German-Jefferson Sewer Board Neighborhood Work Session *9:00a.m. and 1:00 p.m. held at Marysburg Catholic Church located at 27528 Patrick St. in Madison Lake
June 9, 2015	No Board Meeting
June 11, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building



June 13, 2015	German-Jefferson Sewer Board Neighborhood Work Session *9:00a.m. and 1:00 p.m. held at Marysburg Catholic Church located at 27528 Patrick St. in Madison Lake
June 16, 2015	Board Meeting, 9:00 a.m.
June 18, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
June 20, 2015	Board of Equalization Meeting, 9:00 a.m. (Saturday)
June 23, 2015	Board Meeting, 9:00 a.m. Reconvene Board of Equalization, 10:00 a.m.
June 30, 2015	No Board Meeting
July 3, 2015	Independence Day, Offices Closed
July 7, 2015	Board Meeting, 9:00 a.m.
July 9, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
July 14, 2015	No Board Meeting
July 16, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
July 21, 2015	Board Meeting, 9:00 a.m.
July 21, 2015	Le Sueur – Waseca Community Health Board (CHB) 1:30pm in the Waterville City Council Chambers
July 28, 2015	Board Meeting, 9:00 a.m.

August 4, 2015	Board Meeting, 9:00 a.m.
August 11, 2015	No Board Meeting
August 13, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
August 18, 2015	Board Meeting, 9:00 a.m.
August 20, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
August 25, 2015	Board Meeting, 9:00 a.m.
September 1, 2015	Board Meeting, 9:00 a.m.
September 7, 2015	Labor Day, Offices Closed
September 8, 2015	No Board Meeting
September 10, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
September 15, 2015	Board Meeting, 9:00 a.m.
September 17, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
September 22, 2015	Board Meeting, 9:00 a.m.
September 29, 2015	No Board Meeting
October 6, 2015	Board Meeting, 9:00 a.m.
October 8, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building

October 13, 2015	No Board Meeting
October 15, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
October 20, 2015	Board Meeting, 9:00 a.m.
October 27, 2015	Board Meeting, 9:00 a.m.