

LE SUEUR COUNTY BOARD OF COMMISSIONERS MEETING AGENDA COMMISSION CHAMBERS July 7, 2015

1. 9:00 a.m. Agenda and Consent Agenda

RE: June 30, 2015 Minutes and Summary Minutes

RE: June 23, 2015 Board of Equalization Minutes and Summary Minutes

RE: 3.2 Beer License for Le Sueur Jaycees/Pioneer Power

RE: Mac's Green Mill Bar Tobacco License

RE: CD #6 Repair Request

- 2. 9:05 a.m. Claims (10 min)
- 3. 9:15 a.m. Human Resources (10 min.)
- 4. 9:25 am Cindy Shaughnessy, Public Health Director (10 minutes)

PHEP grant certification form signature, Update on Le Sueur - Waseca CHB

5. **9:35 am Darrell Pettis, County Administrator**

RE: Court of Appeals

RE: Rural Intersection Lighting Agreement

RE: Xcel Agreement

RE: Credit Card Application

RE: Discussion on possible Septic Contractor Workshop

RE: Discussion on possible German - Jefferson Sewer District Workshop

RE: Road Project Update

RE: Unimim Annual Report

RE: Budget Committee Workshops: Monday Aug 10 and Tuesday Aug 11

- 6. Future Meetings
- 7. **11:00** am Buffer Workshop



Le Sueur County, MN

Tuesday, July 7, 2015
Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: June 30, 2015 Minutes and Summary Minutes

RE: June 23, 2015 Board of Equalization Minutes and Summary Minutes

RE: 3.2 Beer License for Le Sueur Jaycees/Pioneer Power

RE: Mac's Green Mill Bar Tobacco License

RE: CD #6 Repair Request

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting June 23, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, June 23, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.

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

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

- Approved the June 16, 2015 County Board Minutes and Summary Minutes.
- Approved the June 20, 2015 Board of Appeal and Equalization Minutes and Summary Minutes
- Approved the CD #37 Repair Request
- Approved the Tobacco License for Genesis-Cenex

Kathy Brockway, Planning & Zoning Administrator appeared before the Board with two requests for action.

On motion by Rohlfing, seconded by King and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to MARK PERKINS, (APPLICANT/OWNER) CLEVELAND, MN: Request that the County grant a Conditional Use Permit to allow the applicant to expand an existing feedlot from 340 animal units (AU) to 600 AU in an Agriculture "A" District. Property is located in the SE 1/4 NW 1/4, Section 28, Cleveland Township. Findings are on file at the Planning and Zoning Office.

On motion by Connolly, seconded by Gliszinski, the Board approved to table a Conditional Use Permit application to TRAXLER CONSTRUCTION, PAT TRAXLER, (APPLICANT) LE CENTER, MN; BETTY ANN MOLLENHAUER C/O RALPH & EVA FIX, (OWNER) EDINA, MN: Request that the County grant a Conditional Use Permit to allow mineral extraction of 50 acres of a 76.63 acre parcel in an Agriculture "A" District, in the Mineral Resources "MR" Overlay District and the Airport Zoning "AZ" Overlay District. Property is located in the S half of the SE1/4 and the E half of the SE1/4, Section 11, Ottawa Township.

Pam Simonette, Auditor-Treasurer and Shayne Bender, Assessor appeared before the Board with two items for discussion and approval.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to set the values on tax forfeiture inventory as listed.

TAX FORFEITED LANDS (Revised 06/18/2015)

PARCEL	TWP OR CITY SUBDIVISION	LOT/BLOCK	BASIC SALE PRICE
05.023.0200	TOWNSHIP OF KASOTA	5.7 ac of N ½ of SW ¼ of NW ¼, 5.7 ac, Sec 23-110-26	\$1,000
05.715.0070	TOWNSHIP OF KASOTA RUED SUB-DIVISION	OUTLOT A	\$100
05.715.0090	TOWNSHIP OF KASOTA RUED SUB-DIVISION	OUTLOT C	\$100
05.715.0100	TOWNSHIP OF KASOTA RUED SUB-DIVISION	ROADWAY IN RUED SUBDIVISION .82 AC	\$100
16.411.0490	ELYSIAN CITY CIC #21 ROEMHILDTS WAT	OUTLOT M & .0120% OF COMMON ERS EDGE AREA	\$100
20.470.1030	CITY OF LE CENTER	Lot 14, Block 16	\$1,000 + sp asmt
20.575.0500	LE CENTER CITY HORIZON ADDITION	LOT 14, BLOCK 3	\$75 + sp asmt
20.575.0510	LE CENTER CITY HORIZON ADDITION	LOT 15, BLOCK 3	\$75 + sp asmt
20.575.0520	LE CENTER CITY HORIZON ADDITION	LOT 16, BLOCK 3	\$75 + sp asmt
20.575.0530	LE CENTER CITY HORIZON ADDITION	LOT 17, BLOCK 3	\$75 + sp asmt
21.453.0030	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST A	LOT 1, BLOCK 2 ADDN	\$75 + sp asmt
21.453.0050	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST A	LOT 3, BLOCK 2 ADDN	\$75 + sp asmt
21.453.0060	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST A	LOT 4, BLOCK 2 ADDN	\$75 + sp asmt
21.453.0070	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST A	LOT 5, BLOCK 2 ADDN	\$75 + sp asmt
21.453.0080	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST A	LOT 1, BLOCK 3	\$75 + sp asmt
21.453.0110	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST A	LOT 4, BLOCK 3	\$75 + sp asmt
21.453.0120	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST A	LOT 5, BLOCK 3	\$75 + sp asmt
21.453.0130	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST A	LOT 1, BLOCK 4 ADDN	\$75 + sp asmt
21.453.0150	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST A	LOT 3, BLOCK 4 ADDN	\$75 + sp asmt
21.453.0160	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST A	LOT 4, BLOCK 4 ADDN	\$75 + sp asmt
21.453.0170	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST A	LOT 5, BLOCK 4 ADDN	\$75 + sp asmt
21.453.0180	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST A	LOT 6, BLOCK 4 ADDN	\$75 + sp asmt

21.453.0200	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST ADDN	LOT 8, BLOCK 4	\$75 + sp asmt
21.453.0210	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST ADDN	LOT 9, BLOCK 4	\$75 + sp asmt
21.453.0300	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST ADDN	LOT 5, BLOCK 6	\$75 + sp asmt
21.453.0310	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST ADDN	LOT 6, BLOCK 6	\$75 + sp asmt
21.453.0320	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST ADDN	LOT 7, BLOCK 6	\$75 + sp asmt
21.453.0330	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST ADDN	LOT 8, BLOCK 6	\$75 + sp asmt
21.453.0360	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST ADDN	LOT 3, BLOCK 7	\$75 + sp asmt
21.453.0370	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST ADDN	LOT 4, BLOCK 7	\$75 + sp asmt
21.453.0410	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST ADDN	OUTLOT B	\$75 + sp asmt
21.454.0010	LE SUEUR CITY CEDAR RIDGE TRAILS 2^{ND} ADDN	LOT 1, BLOCK 1	\$75 + sp asmt
21.454.0020	LE SUEUR CITY CEDAR RIDGE TRAILS 2^{ND} ADDN	LOT 2, BLOCK 1	\$75 + sp asmt
21.454.0030	LE SUEUR CITY CEDAR RIDGE TRAILS 2^{ND} ADDN	LOT 1, BLOCK 2	\$75 + sp asmt
21.454.0040	LE SUEUR CITY CEDAR RIDGE TRAILS 2^{ND} ADDN	LOT 2, BLOCK 2	\$75 + sp asmt
21.454.0050	LE SUEUR CITY CEDAR RIDGE TRAILS 2^{ND} ADDN	LOT 1, BLOCK 3	\$75 + sp asmt
21.465.0050	LE SUEUR CITY CEDAR RIDGE TRAILS 3 RD ADDN	LOT 1, BLOCK 2	\$75 + sp asmt
21.465.0060	LE SUEUR CITY CEDAR RIDGE TRAILS 3 RD ADDN	LOT 2, BLOCK 2	\$75 + sp asmt
21.465.0070	LE SUEUR CITY CEDAR RIDGE TRAILS 3 RD ADDN	LOT 3, BLOCK 2	\$75 + sp asmt
21.465.0080	LE SUEUR CITY CEDAR RIDGE TRAILS 3 RD ADDN	LOT 4, BLOCK 2	\$75 + sp asmt
21.465.0090	LE SUEUR CITY CEDAR RIDGE TRAILS 3 RD ADDN	LOT 5, BLOCK 2	\$75 + sp asmt
21.465.0110	LE SUEUR CITY CEDAR RIDGE TRAILS 3 RD ADDN	OUTLOT A	\$75
21.800.0085	LE SUEUR CITY	That part of Lot 7, comm at SW cor Of Blk 2, th NE 200.07 ft, SE'ly 12 to pt of beg, th SE 114.60 ft to E lir 99 ft of Lot 7,th S 50.81 ft, NW 112 to W line of Lot 7, N 55.05 ft to beg	ne of W Issues) 2.52 ft
22.420.0040	MONTGOMERY CITY APPLE GROVE ADDN	LOT 4 LESS N 12 FT & N ½ OF LOT 5, BLOCK 1	\$30,000

22.451.0050	CITY OF MONTGOMERY BECKER 1 ST ADDITION	LOT 12, BLOCK 1	\$1,000
22.470.1050	CITY OF MONTGOMERY BECKER 1 ST ADDITION	LOT 5, BLOCK 9	\$75
22.515.0010	CITY OF MONTGOMERY FISCHER ESTATES	LOT 1, BLOCK 1	\$75
22.520.0090	MONTGOMERY CITY HANDSCHUH ADDN (UNREC)	LOT 13, BLOCK 1	\$25,000
23.003.0100	NEW PRAGUE CITY KABES ADDN	78 X 89.5 ft of NW ¼ lying between Narrow St & Block 12	\$30,000 + sp asmt
23.611.0370	NEW PRAGUE CITY PRAGUE ESTATES 6 TH ADDN	OUTLOT C	\$2,500
24.450.0440	CITY OF WATERVILLE BROWN ADDITION	Lot 6 & E ½ of vacated Buchannon St adjoining, Block 7	\$75
24.450.0450	CITY OF WATERVILLE BROWN ADDITION	W 40 ft of Lot 1, Block 7	\$75
24.510.0890	WATERVILLE CITY CITY OF WATERVILLE	N 57 FT OF W 13 ½ FT LOT 3, BLOCK 13 & 4 ½ X 14 FT ADJOINING ON SE	\$10,000 + sp asmt
24.540.0220	EAST WATERVILLE	N 30 ft of Lot 5, Block 6	\$75

BE IT FURTHER RESOLVED that the conditions and terms of the public sale shall be described as herein and approved by the Le Sueur County Board of Commissioners.

Public Sales: Basic Sale Price

All parcels are offered at public auction and sold to the highest bidder. The minimum bid acceptable is the basic sale price that is shown on the list of tax-forfeited land. The basic sale price **does not** reflect the appraised value.

Extra Fees and Costs: In Addition to the Basic Sale Price

A 3% surcharge for the state assurance account and a state deed fee of \$25.00 will be collected at the time of the sale.

Payment Terms: Cash Only

Special Assessments: Levied Before Forfeiture

The balance of any special assessments that were levied before forfeiture and canceled at forfeiture are not included in the basic sale price and may be reassessed by the municipality.

Private Sales: Parcels Not Sold at Public Auction

Any parcel not sold at public sale may be purchased after the public sale by paying the basic sale price. The basic sale price cannot be changed until the parcel is reappraised, republished, and again offered at a later public sale.

Title: Proof of Ownership

The buyer will receive a receipt at the time of sale. The Department of Revenue will issue a state quitclaim deed after full payment is made. A state deed has the characteristics of a patent from the State of Minnesota.

Information about the sale of tax forfeited land in Le Sueur County can be obtained at the Le Sueur County Auditor's Office, 88 S Park Ave, Le Center MN 56057. Telephone: (507) 357-2251.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to set the forfeited land auction date for July 30, 2015 at 10:00 a.m.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved the sale of a blighted property, Parcel ID 22.630.0200 to the City of Montgomery for \$1.

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

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to post for two full time Public Health Lead Worker positions, in Public Health, as a Grade 12, Step 1 at \$ 24.21 per hour.

Darrell Pettis, County Administrator/Engineer appeared before the Board with several items for approval and consideration.

On motion by King, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign the Agreement for Professional Services for the City of Le Sueur 2016 Sidewalk Reconstruction between Le Sueur County and Bolton & Menk.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to accept the low bid for TH 169 RCut Intersection Improvements contingent on State concurrence.

At 10:00 a.m. the Board recessed its Regular Session to reconvene the Board of Appeal and Equalization.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved to accept value changes.

On motion by King, seconded by Gliszinski and unanimously approved, the Board closed the Board of Appeal and Equalization at 10:03 a.m. and the Chair called the Board back into Regular Session.

Sara Heger, Extension Specialist with U of M appeared before the Board to give a wastewater treatment presentation.

Cindy Shaughnessy, Public Health Director appeared before the Board with several items for discussion and approval.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the appointment of Jim Hansen as the Waterville area Public Health Advisory Committee representative.

On motion by Connolly, seconded by King and unanimously approved, the Board adjou until Tuesday, July 7, 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, June 23, 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.
- •The Le Sueur County Board of Commissioners met in regular session on Tuesday, June 23, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.
- The Board approved the agenda for the business of the day. (Connolly-Rohlfing)
- The Board approved the consent agenda: (Gliszinski-King)
 - Approved the June 16, 2015 County Board Minutes and Summary Minutes.
 - Approved the June 20, 2015 Board of Appeal and Equalization Minutes and Summary Minutes
 - Approved the CD #37 Repair Request
 - Approved the Tobacco License for Genesis-Cenex
- •The Board granted a Conditional Use Permit to MARK PERKINS, (APPLICANT/OWNER) CLEVELAND, MN: Request that the County grant a Conditional Use Permit to allow the applicant to expand an existing feedlot from 340 animal units (AU) to 600 AU in an Agriculture "A" District. Property is located in the SE 1/4 NW 1/4, Section 28, Cleveland Township. Findings are on file at the Planning and Zoning Office. (Rohlfing-King)
- •The Board approved to table a Conditional Use Permit application to TRAXLER CONSTRUCTION, PAT TRAXLER, (APPLICANT) LE CENTER, MN; BETTY ANN MOLLENHAUER C/O RALPH & EVA FIX, (OWNER) EDINA, MN: Request that the County grant a Conditional Use Permit to allow mineral extraction of 50 acres of a 76.63 acre parcel in an Agriculture "A" District, in the Mineral Resources "MR" Overlay District and the Airport Zoning "AZ" Overlay District. Property is located in the S half of the SE1/4 and the E half of the SE1/4, Section 11, Ottawa Township. (Connolly-Gliszinski)
- The Board approved to set the values on tax forfeiture inventory. (King-Rohlfing)
- The Board approved to set the forfeited land auction date for July 30, 2015 at 10:00 a.m. (King-Gliszinski)
- The Board approved the sale of a blighted property, Parcel ID 22.630.0200 to the City of Montgomery for \$1. (Connolly-Rohlfing)
- The Board approved the recommendation to post for two full time Public Health Lead Worker positions, in Public Health, as a Grade 12, Step 1 at \$ 24.21 per hour. (Rohlfing-Gliszinski)
- The Board approved and authorized the Chair to sign the Agreement for Professional Services for the City of Le Sueur 2016 Sidewalk Reconstruction between Le Sueur County and Bolton & Menk. (King-Connolly)
- The Board approved to accept the low bid for TH 169 RCut Intersection Improvements contingent on State concurrence. (King-Rohlfing)
- •At 10:00 a.m. the Board recessed its Regular Session to reconvene the Board of Appeal and Equalization.
- •At 10:03 a.m. and the Chair called the Board back into Regular Session.
- The Board approved the appointment of Jim Hansen as the Waterville area Public Health Advisory Committee representative. (Rohlfing-Gliszinski)
- •The Board adjourned until Tuesday, July 7, 2015 at 9:00 a.m. (Connolly-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

Minutes of Le Sueur County Board of Appeal and Equalization Meeting Tuesday, June 23, 2015

The Le Sueur County Board of Equalization was reconvened on Tuesday, June 23rd, 2015 at 10:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Joseph Connolly, Steve Rohlfing, Lance Wetzel, John King, David Gliszinski and Pam Simonette. Also present were Shayne Bender, Brent Christian and Darrell Pettis.

Chairman Wetzel called the meeting back to order.

Shayne Bender, County Assessor, gave an overview of the process and the work that has been done since the last meeting.

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board accepted the recommendations of the County Assessor and ordered the following 2015 parcel assessment changes:

		Va	aluation Ap	peals	Classificatio Appeals	n
		Assessor	Board	Change		
Property Owner	Parcel #	Total	Total	(+/-)	Assessor	Board
. ,		EMV	EMV	in EMV (\$)	Class	Class
Dave Sexe	01.024.0200	96,300	106,500	10,200	RVL	Ag.
Mike Pohlman	04.023.2700	527,100	362,200	-164,900		
Jayme Greising	04.024.5230	72,800	39,000	-33,800		
Joseph Finley	04.034.8300			No Change		
Rick Harbarth	04.540.0050	186,200	154,800	-31,400		
Lake Front LLC	08.010.0100	403,500	371,000	-32,500		
Tim Kelly	08.021.7900	81,100	68,000	-13,100		
Ronald Wenthe	13.950.0870	27,800	16,000	-11,800		
Eleanor Youngerberg	14.950.7004	20,000	18,000	-2,000		
Carissa Brink	15.500.2240	200,300	193,200	-7,100		
First National Bank	18.410.1860	107,100	81,100	-26,000		
Cliff Haefner	20.470.0745	31,300	24,900	-6,400		
Cliff Haefner	20.470.0760	134,500	61,100	-73,400		
Jim Hansen	20.610.0100	121,100	118,300	-2,800		
City of Le Center	20.630.0120	57,300	39,000	-18,300		
Mike Bullock	22.721.0070	223,100	202,300	-20,800		
Alfred Bouska	23.420.0080	125,200	112,400	-12,800		
Roundbank	23.480.0030	179,600	151,900	-27,700		
Roundbank	23.480.0230	234,900	155,400	-79,500		
Charles Erickson	23.480.1020	181,200	172,900	-8,300		
Holy Trinity Catholic Church	24.620.0290	89,200	27,700	-61,500		
Whitewater Creek Grain & Feed	24.620.0431	49,100	31,100	-18,000		

Wayne Quiram	02.032.2500	No Change
Wayne Quiram	02.033.7600	No Change
Wayne Quiram	02.475.0080	No Change
Sue Meyer	07.005.2500	No Change
Sue Meyer	07.005.2600	No Change
Sue Meyer	07.016.7525	No Change
Sue Meyer	07.016.7575	No Change

Having no other persons to come before the Board, on motion by King, seconded by Gliszinski, and unanimously approved, the 2015 Board of Appeal and Equalization was adjourned.

ATTEST:		
	Le Sueur County Administrator	Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Appeal and Equalization Meeting Tuesday, June 23, 2015

- •The Le Sueur County Board of Equalization was reconvened on Tuesday, June 23rd, 2015 at 10:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Joseph Connolly, Steve Rohlfing, Lance Wetzel, John King, David Gliszinski and Pam Simonette. Also present were Shayne Bender, Brent Christian and Darrell Pettis.
- •The Board accepted the recommendations of the County Assessor and ordered the following 2015 parcel assessment changes: (Rohlfing-Connolly)

		Va	aluation Ap	peals	Classificatio Appeals	n
		Assessor	Board	Change		
Property Owner	Parcel #	Total	Total	(+/-)	Assessor	Board
		EMV	EMV	in EMV (\$)	Class	Class
Dave Sexe	01.024.0200	96,300	106,500	10,200	RVL	Ag.
Mike Pohlman	04.023.2700	527,100	362,200	-164,900		
Jayme Greising	04.024.5230	72,800	39,000	-33,800		
Joseph Finley	04.034.8300			No Change		
Rick Harbarth	04.540.0050	186,200	154,800	-31,400		
Lake Front LLC	08.010.0100	403,500	371,000	-32,500		
Tim Kelly	08.021.7900	81,100	68,000	-13,100		
Ronald Wenthe	13.950.0870	27,800	16,000	-11,800		
Eleanor Youngerberg	14.950.7004	20,000	18,000	-2,000		
Carissa Brink	15.500.2240	200,300	193,200	-7,100		
First National Bank	18.410.1860	107,100	81,100	-26,000		
Cliff Haefner	20.470.0745	31,300	24,900	-6,400		
Cliff Haefner	20.470.0760	134,500	61,100	-73,400		
Jim Hansen	20.610.0100	121,100	118,300	-2,800		
City of Le Center	20.630.0120	57,300	39,000	-18,300		
Mike Bullock	22.721.0070	223,100	202,300	-20,800		
Alfred Bouska	23.420.0080	125,200	112,400	-12,800		
Roundbank	23.480.0030	179,600	151,900	-27,700		
Roundbank	23.480.0230	234,900	155,400	-79,500		
Charles Erickson	23.480.1020	181,200	172,900	-8,300		
Holy Trinity Catholic Church	24.620.0290	89,200	27,700	-61,500		
Whitewater Creek Grain & Feed	24.620.0431	49,100	31,100	-18,000		
Wayne Quiram	02.032.2500			No Change		
Wayne Quiram	02.033.7600			No Change		
Wayne Quiram	02.475.0080			No Change		
Sue Meyer	07.005.2500			No Change		
Sue Meyer	07.005.2600			No Change		
Sue Meyer	07.016.7525			No Change		

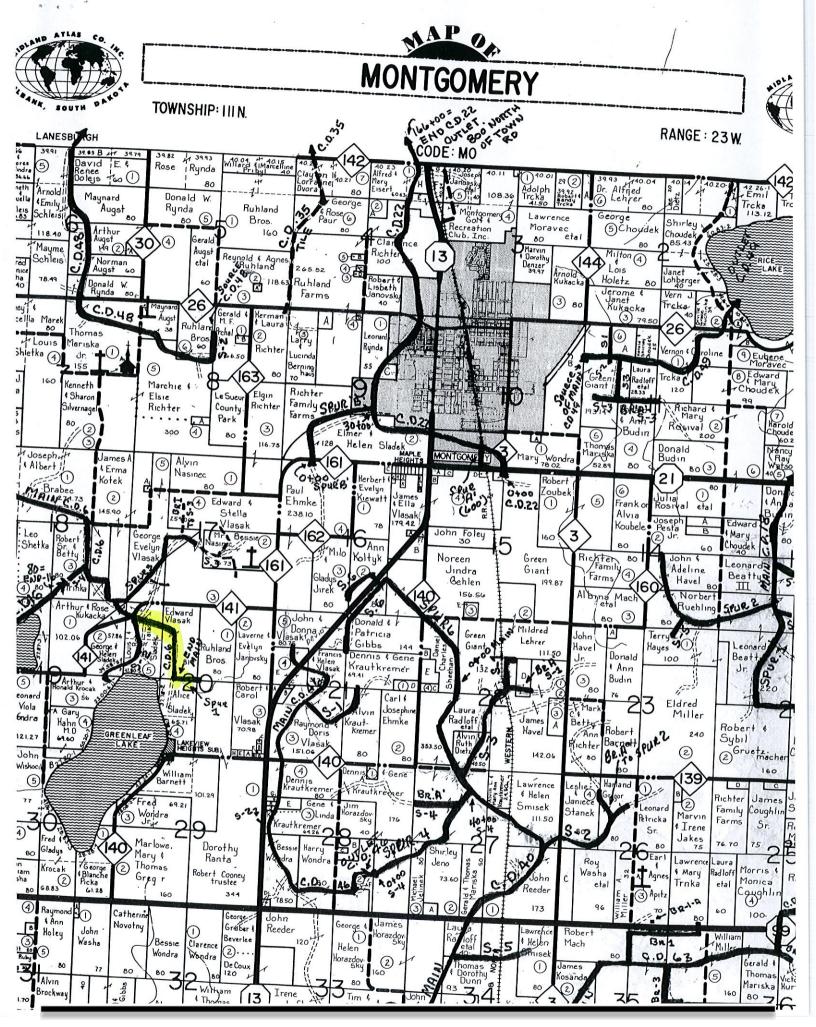
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Sue Mever	07.016.7575		No Change		

Having no other persons to come before the Board, the 2015 Board of Appeal and Equalization was adjourned. (King-Gliszinski)
ATTEST: Le Sueur County Administrator

Le Sueur County Chairman

REPAIR REQUEST

We, the undersigned land owners; do here	by request the Le Sueur County
Board Of Commissioners to clean out and	Tensir Le Stieff County Ditch
# 6 located in Sec 20	Thortgomery township(s).
Signed	Address & Phone No.
Flank Form By Fairl	March , 504, 36 p. 505
(Vlasak Farms by David	Viasak)
	· · · · · · · · · · · · · · · · · · ·
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	·,
	* ************************************
Date: 6/30	1/2019
Description of problem: A & eds	
TOURITHMOUNT OF THOMSENT' TO COL	10 86
	Clent
. N'existo be cleaned .	
Roger Rulland.	; ;
6-30-15	





Le Sueur County, MN

Tuesday, July 7, 2015
Board Meeting

Item 2

9:05 a.m. Claims (10 min)

Staff Contact:



Le Sueur County, MN

Tuesday, July 7, 2015
Board Meeting

Item 3

9:15 a.m. Human Resources (10 min.)

Staff Contact:



Human Resources

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

HUMAN RESOURCES AGENDA ITEMS July 7, 2015

Recommendation to approve the 2015 Le Sueur County Wellness Program Plan.

Recommendation to promote Abby Beer, full time Public Health Nurse in Public Health to a full time Public Health Lead Worker in Public Health as a Grade 12, Step 9 at \$32.09 per hour, effective July 13, 2015.

Recommendation to promote Leah Frederick, full time Public Health Nurse in Public Health to a full time Public Health Lead Worker in Public Health as a Grade 12, Step 7 at \$29.95 per hour, effective July 13, 2015.

Recommendation to transfer Kari Peters to the full time Agency Social Worker in Human Services, as a Grade 10, Step 11, \$30.59 per hour, effective July 13, 2015.

Recommendation to post and request the merit list for a full time Agency Social Worker in Human Services, as a Grade 10, Step 1 at \$21.55 per hour.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, July 7, 2015
Board Meeting

Item 4

9:25 am Cindy Shaughnessy, Public Health Director (10 minutes)

PHEP grant certification form signature, Update on Le Sueur - Waseca CHB

Staff Contact:



LE SUEUR COUNTY PUBLIC HEALTH

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

Le Sueur County Board of Commissioners Meeting July 7, 2015

Cindy Shaughnessy, Public Health Director

Agenda:

- Signature from Commissioner Dave Gliszinski, Le Sueur Waseca Community Health Board Chair (in the absence of an appointed Board agent)
 - Certifies that the CHB is eligible to receive federal funds for Public Health Emergency Preparedness (PHEP) grant
 - Certifies that all information submitted on-line via SharePoint is correct including all invoices, work plans and reports for budget period three (BP3) July 1, 2014 through June 30, 2015
 - Document is attached
- 2) Update on Le Sueur Waseca Community Health Board transition plan and meeting with Minnesota Department of Health (MDH)

Please complete, print, and email a pdf version of this document to health.phep@state.mn.us.

Due Date: July 10, 2015

Click Here to Return to Checklist and Instructions

Non-Federal Sub-recipient Certification Form Public Health Emergency Preparedness (PHEP) Grant

For the Grant Period of July 1, 2014 through June 30, 2015

Sub-recipient Organization Ψ	Federal Employer ID # ♥	DUNS# ↓	SAMS Expiration Date $ullet$
Le Sueur-Waseca Community Health Board	41-6005917	835306382	8/28/2015
Fiscal Agent & Phone 🛡	SWIFT Vendor # Ψ	SWIFT Contract # ♥	SWIFT PO Number ♥
Tammy Spooner, Waseca County Auditor/Treas. 507-835- 0620	197320	64340	3000022959

Certification Section

I certify that:

- 1. The Sub-recipient/grantee is eligible to receive federal grant funds; the DUNS and SAMS information provided above is true and correct; and that the sub-recipient/grantee has maintained a current and active entity registration in the SAM throughout the grant period.
- 2. All transactions, budgets, invoices, activities, deliverables, plans, work plans, equipment inventories and reports including programmatic performance reports submitted through the MDH SharePoint portal accurately reflect the Grantee's use of grand funds received under the Public Health Emergency Preparedness Grant, CFDA # 93.069 for the grant period of July 1, 2014 through June 30, 2015 in its entirety.
- 3. I certify to be best of my knowledge that the report is true, complete, and accurate; and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Authorized Certifying Official*	Name: 🗸	Title ↓	Direct Phone ↓	
(Please Print)	David bliszinski	Lesueur-u CHB Chai		952-212-1953
Authorized Signature →		Date >		

^{*} The certification must be signed by the official of the Sub-Recipient Agency with the authority to legally bind the non-federal entity. (2 CFR200.415)



Le Sueur County, MN

Tuesday, July 7, 2015 Board Meeting

Item 5

9:35 am Darrell Pettis, County Administrator

RE: Court of Appeals

RE: Rural Intersection Lighting Agreement

RE: Xcel Agreement

RE: Credit Card Application

RE: Discussion on possible Septic Contractor Workshop

RE: Discussion on possible German - Jefferson Sewer District Workshop

RE: Road Project Update

RE: Unimim Annual Report

RE: Budget Committee Workshops: Monday Aug 10 and Tuesday Aug 11

Staff Contact:

Le Sueur County Board of Commissioners 88 South Park Avenue

Le Center MN 56057

This opinion will be unpublished and may not be cited except as provided by Minn. Stat. § 480A.08, subd. 3 (2014).

STATE OF MINNESOTA IN COURT OF APPEALS A14-0792

Michael Klockmann, et al., Relators,

VS.

Le Sueur County Board of Commissioners, et al., Respondent.

Filed June 22, 2015 Affirmed Hudson, Judge

Le Sueur County Board of Commissioners

Gary G. Fuchs, Elizabeth E. Rein, Hammargren & Meyer, P.A., Bloomington, Minnesota (for relators)

Kenneth H. Bayliss, Quinlivan & Hughes, P.A., St. Cloud, Minnesota (for respondent Le Sueur County Board of Commissioners)

Timothy M. Kelley, Stinson Leonard Street, LLP, Minneapolis, Minnesota (for respondent Minnesota Municipal Power Agency)

Considered and decided by Hudson, Presiding Judge; Worke, Judge; and Smith, Judge.

UNPUBLISHED OPINION

HUDSON, Judge

In this certiorari appeal from respondent-county's grant of a conditional use permit (CUP) for a silage-storage facility, relators, opposing landowners, argue that (a) the proposed use does not fall within the categories of conditional uses allowed by ordinance; (b) the county lacked authority to rescind its prior denial of the CUP and grant it on reconsideration; and (c) the grant of the CUP is not supported by the record evidence. We affirm.

FACTS

In June 2013, respondent Minnesota Municipal Power Agency (MMPA) filed an application for a CUP to construct a corn-silage storage facility in Sharon Township, Le Sueur County. The facility, which was intended to meet renewable-energy mandates, would contain storage bunkers holding numerous tons of silage for transport to a bioenergy facility located four miles away, in the City of Le Sueur. The bioenergy facility would then use an anaerobic digestion process to convert the agricultural processing waste into biogas for use in producing renewable electricity and pipeline-quality gas.

The storage-facility site was located in an agricultural zoning district. Relators Michael and Kimberly Klockmann own the residence closest to the site, about 1,000 feet to the north. The facility was designed to include 16 concrete, 175-foot-by-100-foot bunkers. Temporary covers would cover the bunkers after the silage was compacted; leakage and stormwater would be diverted to underground storage tanks. During peak

corn-pack season, two or three trucks per hour would operate on an 18-hour schedule; during the off-season, one to two trucks per hour would operate on an 8-12 hour schedule.

The storage-facility site had been moved from its initial proposed location in the City of Le Sueur because of a zoning issue near the airport. After the CUP application for the new site was submitted, the Le Sueur County Planning Commission delayed processing the application while the Minnesota Pollution Control Agency (MPCA) determined whether a new environmental assessment worksheet would be required; the MPCA later determined that a new environmental assessment worksheet was not required.

At a planning-commission meeting, neighboring landowners articulated several concerns, including possible flooding potential; health and odor problems caused by vermin; and noise and traffic-safety problems resulting from a high volume of truck traffic. An engineer representing MMPA testified that the site's topography was flat and far from surface waters, with no wetlands present and a clay layer of soil. He testified that the site design would capture the majority of stormwater runoff and that odor and vermin problems would be limited because many of the bunkers would be covered at one time. The planning commission recommended denial of the CUP, and respondent Le Sueur County Board of Commissioners (the county board) denied the CUP on a 5-0 vote in September 2013.

A month later, the landowners on whose property the facility would be located and MMPA as intervenor filed suit in district court. They sought a writ of mandamus

compelling the county board to grant the CUP and a judgment declaring that (1) the CUP had not been formally approved or denied within the required 60-day time limit of Minn. Stat. § 15.99 (2012) and (2) the proposed use required only a zoning permit, not a conditional-use permit. In November 2013, they also filed a certiorari appeal to this court, challenging the denial of the CUP as arbitrary and capricious or affected by legal error.

In April 2014, the county board reconsidered its denial of the CUP. MMPA had prepared screening, lighting, and drainage plans to address previous concerns. MMPA also agreed to install a 100-foot paved entrance, a well, and toilet facilities on the property, as well as to provide the county with copies of annual site reporting to the MPCA. An MMPA engineer indicated at a county board meeting that the facility's storage ponds are substantially higher than the county's drain tile system, so that overflow would occur into the county ditch only in an extraordinary event. He stated that noncontact stormwater would be allowed to percolate into the ground, but water that had been in contact with silage would be collected and brought to a leachate tank, which would be pumped out.

A number of landowners signed a petition requesting the county board to address, among other questions, "what use listed in the agricultural district allows silage and stockpiling in an agricultural district. . . . [I]f silage stockpiling is not listed as a permitted or conditional use, it is prohibited." At a public hearing, the county's attorney noted the pending court proceedings, and a landowner questioned whether those proceedings required reconsideration of the CUP. The attorney replied that the court actions were

unresolved and that if they were determined adversely to the county, the facility might be approved without conditions. The attorney also stated that governmental bodies had processes for reconsideration, that Robert's Rules of Order allowed a procedural motion to rescind the CUP, and that MMPA had indicated that it would seek dismissal of the lawsuits if the CUP were approved.

The neighboring landowners asserted the existence of a number of issues with the proposed facility. These included: (1) traffic safety with a high volume of trucking; (2) odor control; (3) adequate drainage for contact water in a former marsh area; (4) vermin control; (5) stormwater drainage; (6) declining values of nearby property; (7) lighting and noise issues; and (8) unfairness in locating the storage facility in the township when the bioenergy facility would instead serve the City of Le Sueur. Respondents' representatives indicated that odors would be minimized by covering the silage with high-density plastic material, the facility would abide by the local nuisance ordinance, and stormwater would be retained on site and percolate.

The county board voted 3-2 to approve the CUP with specific conditions, including monitoring the approved state disposal permit, constructing screening, complying with standards to minimize spillage, respecting highway weight limits and erecting safety signs on roads, implementing a drainage-and-lighting plan, providing a well and toilet facilities, and complying with the local nuisance ordinance. The district court case was dismissed with prejudice in May 2014, and by stipulation, this court dismissed the pending appeal of the county's previous decision denying the CUP. This

certiorari appeal follows. This court granted MMPA's stipulated motion to intervene in the appeal.

DECISION

A county board may approve a CUP if the applicant shows that all the standards and criteria in the county ordinance will be met. Minn. Stat. § 394.301, subd. 1 (2014). A county board's decision regarding a CUP is quasi-judicial and reviewable by writ of certiorari. Interstate Power Co. v. Nobles Cnty. Bd. of Comm'rs, 617 N.W.2d 566, 574 n.5 (Minn. 2000); Picha v. Cnty. of McLeod, 634 N.W.2d 739, 741 (Minn. App. 2001). We independently review a county board's decision to grant a CUP to determine if it is unreasonable, arbitrary, or capricious. Schwardt v. Cnty. of Watonwan, 656 N.W.2d 383, 386 (Minn. 2003). First, we consider whether the reasons given by the governmental body are legally sufficient to allow the grant of the CUP. RDNT, LLC v. City of Bloomington, 861 N.W.2d 71, 75-76 (Minn. 2015). If the reasons given are legally sufficient, we examine whether they had a factual basis in the record. Id. at 76. This court "ha[s] traditionally held CUP approvals to a more deferential standard of review than CUP denials." Schwardt, 656 N.W.2d at 389 n.4. The interpretation of an existing ordinance presents a legal question, which this court reviews de novo. RDNT, 861 N.W.2d at 75.

Relators argue that the county board lacked authority to grant a CUP for construction of the silage-storage facility because that use is prohibited in an agricultural zoning district. Respondents argue that relators waived this argument by failing to raise it before the county board. The Minnesota Supreme Court has held that "[t]o allow parties to litigate an issue [of granting a CUP] on certiorari review that was not raised before the local zoning authority would encroach on the county's broad authority in making quasi-judicial decisions." *Big Lake Ass'n v. St. Louis Cnty. Planning Comm'n*, 761 N.W.2d 487, 491 (Minn. 2009). An appellate court

review[s] the record to determine whether the issue was fairly raised for consideration by the zoning authority. The issue does not need to be framed in precise legal terms, but there must be sufficient specificity to provide fair notice of the nature of the challenge so that the zoning authority has an opportunity to consider and address the issue.

Id. "[G]eneralized complaints regarding the density of the proposal, which are often raised by local property owners," are not sufficient to raise a legal-classification issue. Id. at 492.

Here, the record shows that the landowners' petition to the county board raised the legal issue of whether silage stockpiling was listed as a permitted or conditional use in the Le Sueur County Zoning Ordinance. This argument is more than a "generalized complaint[]," and it supplied "fair notice of the nature of the challenge," so that the classification argument was not waived. *See id*.

Relators argue that the silage-storage facility does not fall within the listed categories permitted as conditional uses in an agricultural district under the zoning ordinance. We review de novo the county's interpretation of its ordinance, applying the same rules that govern statutory interpretation. Eagle Lake of Becker Cnty. Lake Ass'n v. Becker Cnty. Bd. of Comm'rs, 738 N.W.2d 788, 792 (Minn. App. 2007). "[W]hen construing an ordinance, we first determine whether the language is reasonably subject to more than one interpretation." Cannon v. Minneapolis Police Dep't, 783 N.W.2d 182, 193 (Minn. App. 2010). "If the language is unambiguous, we must give effect to the unambiguous text because the letter of the law shall not be disregarded under the pretext of pursuing the spirit." Id. (quotation omitted). Sections of an ordinance must be read together to determine their plain meaning. Stotts v. Wright Cnty., 478 N.W.2d 802, 805 (Minn. App. 1991), review denied (Minn. Feb. 11, 1992). If the language is ambiguous, we use canons of statutory interpretation to discern legislative intent. 500, LLC v. City of Minneapolis, 837 N.W.2d 287, 290 (Minn. 2013).

Relators maintain that the ordinance's failure to specify a silage-storage structure as a conditional use in an agricultural zoning district shows an intent to prohibit such a facility in that district. See Le Sueur County, Minn. Zoning Ordinance, § 5, subd. 5 (2013) (stating that "[w]henever in any Zoning District a use is neither specifically permitted or [a] conditional use, the use shall be considered prohibited"). They argue that the proposed facility is more properly characterized as a conditional use for outdoor and open storage in a General Business District, see id. at § 10, subd. 3(C), or as a facility for storage of materials in a General Industrial District. See id. at § 11, subd. 3(A). They

argue that, therefore, the county board should have ordered a study to decide in which zoning district the facility would have been an acceptable use. *See id.* at § 5, subd. 5 (stating that if a use is unlisted, the county board may either amend the ordinance to provide for it, find that it is not compatible in that zoning district, or "conduct a study to determine if the use is acceptable and, if so, what Zoning District would be most appropriate").

We conclude, however, that, read as a whole, the ordinance allows the proposed facility to be considered as a conditional use in an agricultural district. The ordinance lists the following as conditional uses in that district:

Water supply tanks or buildings, reservoirs, commercial wells, gas regulator stations, electric substations or transmission lines greater [tha]n 35kV, railroad right-of-way, but *not including* railroad yards, public sewage treatment facilities and other *similar* essential public utility and service structures.

Id., § 8, subd. 3(J) (emphasis added). "Essential services" are defined to include "collection, communication, supply or disposal systems and structures, used by public utilities or governmental departments or commissions. Id., § 4. The silage-storage facility is a "collection [or] supply . . . structure[]." And MMPA falls within the category of public utilities, which are defined under the ordinance as "[p]ersons, corporations, or governments, supplying gas, electric, transportation, water, sewer, or land line telephone service to the general public." Id. Because the silage-storage facility is a "collection [or]

supply . . . structure[] . . . used by a public utility," the facility qualifies as an "essential service" structure under the ordinance. *See id.* § 4; § 8, subd. 3(J). ¹

By its terms, the ordinance excludes as conditional uses "essential public utility and service structures" if those structures are "similar" to "railroad yards" and "public sewage treatment facilities." *Id.*, § 8, subd. 3(J). "Similar" has been defined as "[r]elated in appearance or nature; alike though not identical." *American Heritage Dictionary of the English Language* 1682 (3d ed. 1992). We conclude that the proposed silage storage facility does not fall within the ordinance's exclusions from the list of conditional uses because, although it is an "essential public utility and service structure," it is not "similar" to the listed prohibited uses of railroad yards and public sewage treatment facilities. Le Sueur County Zoning Ordinance, § 8, subd. 3(J). This reasoning is also consistent with an additional provision in the ordinance, which expressly allows as a conditional use the similar energy-related use of commercial wind energy conversion systems. *Id.*, § 8, subd. 3(Y). Therefore, the county board had authority to grant a CUP for the construction of the silage-storage facility.

II

Relators also argue that the county board lacked authority to modify its earlier denial of the CUP. Respondents maintain that relators waived this argument as well, by

We note relators' argument involving another clause of the ordinance, which defines "essential services" to include additional items "not including structures" that are "required for protection of the public health, safety or general welfare." See Le Sueur County, Minn. Zoning Ordinance, § 4. Relators maintain that because the facility is a structure, it does not fall within that definition. But because we have concluded that the facility qualifies as an essential service structure under a different definition, we need not address this argument.

failing to raise it before the county board. See Big Lake, 761 N.W.2d at 492. But the record reflects that, at a public hearing, landowners questioned the county's authority to reconsider a previously denied CUP, and the county's attorney had an opportunity to respond to that argument. Thus, we conclude that relators adequately raised this issue, and we decline to consider it waived. See Big Lake, 761 N.W.2d at 491 (requiring that the county receive "fair notice" of a challenged issue so that it could respond to legal arguments).

Relators argue that the relevant zoning ordinance precludes the county board from reconsidering its denial of a CUP within one year after its original decision. That ordinance provides, relating to CUPs:

SUBDIVISION 4. RECONSIDERATION

Whenever an application for a [CUP] has been considered and denied by the Board of County Commissioners, a similar application for a [CUP] affecting the same property shall not be considered again by the Planning Commission or Board of County Commissioners for at least one (1) year from the date of its denial.

Le Sueur County Zoning Ordinance, § 21, subd. 4.

The plain language of subdivision four prohibits reconsideration of "a similar" application for a CUP within a one-year period. *Id.* But "a similar" application is not, by definition, "the same" application. *See American Heritage Dictionary of the English Language* 1682 (stating definition of "similar"). Here, respondents did not submit a different, but similar, application within one year. They never withdrew their initial application, but simply re-argued for its approval on the merits.

Further, the county board reconsidered the application following a timely challenge to its original decision denying the CUP. This court has recognized the principle that "an administrative agency has a well-established right to reopen, rehear, and redetermine [a] matter even after a determination has been made." *In re N. Metro Harness*, 711 N.W.2d 129, 135–36 (Minn. App. 2006) (quotation omitted), *review denied* (Minn. June 20, 2006). In *N. Metro Harness*, we held that the Minnesota Racing Commission could reconsider an application for a Class A racetrack license after receiving new relevant information, concluding that the commission had inherent authority to reconsider the application when it acted with diligence. *Id.* at 132, 136.

The principle of an agency's inherent authority to reconsider its prior decision is particularly applicable here, where the county board reconsidered its decision following a timely petition for certiorari review of the initial CUP denial. The county board was not precluded from reconsidering its decision on the CUP when an appeal from that decision was pending. *See id.* at 136–37; *cf. Little v. Arrowhead Regional Corrections*, 773 N.W.2d 344, 346 (Minn. App. 2009) (noting that a pending postdecision motion provides an appropriate basis for deferring appellate review so that the original decision-maker may address the motion). Under these circumstances, we conclude that the ordinance's time limitations for reconsideration do not apply, and the county board was not precluded from reconsidering its initial denial of respondents' application for a CUP within a one-year period.

Relators argue that, even if the county board had authority to reconsider its denial of the CUP, its action in granting the CUP was unsupported by the facts on record. We examine whether the county board "acted unreasonably, arbitrarily, or capriciously" in its decision regarding the CUP. *Schwardt*, 656 N.W.2d at 386. Our "function is not to weigh the evidence, but to review the record to determine whether there was legal evidence to support the zoning authority's decision." *RDNT*, 861 N.W.2d at 76 (quotation omitted). On conflicting evidence, this court generally defers to the judgment of the zoning authority. *Id*.

The county board granted the CUP on reconsideration with designated conditions that included: monitoring the approved state disposal permit, constructing screening, minimizing spillage, respecting highway weight limits and erecting safety signs, maintaining standards under a drainage-and-lighting plan, providing a well and toilet facilities, and complying with the local nuisance ordinance. Relators argue that, even with these conditions, the CUP did not address additional concerns of road safety, odor, groundwater contamination, lighting, and wildlife control. A county board may consider neighborhood opposition to granting a CUP only if it rests on concrete information. Bartheld v. Cnty. of Koochiching, 716 N.W.2d 406, 413 (Minn. App. 2006). Relators maintain that their concerns relate to the ordinance Land Use Performance Standards, including those addressing water pollution, odors, access drives, and screening. See generally Le Sueur County Zoning Ordinance, § 19, subd. 3. But the CUP required compliance with a number of these standards, including specific compliance with the

MPCA disposal permit and engineering standards recommended by the Minnesota Department of Transportation. And the lighting plan provided for directional lighting to alleviate lighting concerns for adjacent properties. Under these circumstances, the plan's failure to provide additional, site-specific solutions for the landowners' additional concerns does not render the decision to approve the CUP unreasonable, arbitrary, or capricious, and legal evidence sufficiently supports the county board's approval of the CUP.

Affirmed.

Dated: /www.11, 2015

Judge Natalie E. Hudson



Minnesota Department of Transportation State Aid for Local Transportation

395 John Ireland Boulevard, MS 500 Saint Paul, MN 55155

June 24, 2015

Darrell Pettis LeSueur County Engineer 88 South Park Avenue Le Center., MN 56057

SUBJECT: SP 040-070-004, HSIP 4015(116)

Rural intersection lighting

Agency Agreement No. 1000838

Dear Mr. Pettis:

Your project is now authorized you may now begin work and be reimbursed for it. Attached are three copies of the agency agreement between the Le Sueur County and MnDOT, which allows for MnDOT to act as the County's agent in accepting federal aid in connection with the above referenced project.

Please review and if approved, have all three copies signed. A Board resolution similar to the example attached, must be passed. The certified resolution should then be placed as the last page in each of the three copies of the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return all three copies of the agreement to me for MnDOT signatures. A fully executed copy will be returned to you. If you have any questions or need any revisions, please feel free to contact me at 651.366.3822.

Sincerely.

Lyrinette Roshell, PE

Project Development Engineer

Enclosures

CC: Gordon Regenscheid--DSAE

File

An Equal Opportunity Employer

















SAMPLE RESOLUTION FOR AGENCY AGREEMENT

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the Le Sueur County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the * (*Chairman*) and the * (*Auditor*) are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1000838", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Titles of persons authorized to sign on behalf of the County

SAMPLE CERTIFICATION

STATE OF MIN COUNTY OF					
presented to and	l adopted by th	ne Le Sueur Cou , 20, as si	nty at a duly	nd correct copy of the Resolution authorized meeting thereof minutes of said meeting in r	held on
				Auditor	
Notary Public My Commission	n expires				

(SEAL)

STATE OF MINNESOTA AGENCY AGREEMENT BETWEEN DEPARTMENT OF TRANSPORTATION AND LE SUEUR COUNTY

FOR FEDERAL PARTICIPATION IN FORCE ACCOUNT FOR S.P. 040-070-004; M.P. HSIP 4015(116)

This agreement is entered into by and between LE SUEUR COUNTY ("County") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the County desires MnDOT to act as the County's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and

The County is proposing a federal aid project to light various rural highway intersections. A public interest finding has determined that the installation of the lighting systems can be completed more economically as a Force Account hereinafter referred to as the "FORCE ACCOUNT" with the work being done by a series of Electrical Cooperatives and Companies; and

The FORCE ACCOUNT is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 040-070-004, and in Federal Highway Administration ("FHWA") records as Minnesota Project HSIP 4015(116); and

The CFDA number for this project is 20.205; and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

- DUTIES OF THE COUNTY.
 - A. DESIGNATION. The County designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project.
 - B. ELIGIBILITY / COSTS. The estimated cost of the FORCE ACCOUNT is \$178,279.
 - It is anticipated that 90% (up to \$ 178,278.30) of the cost of the FORCE ACCOUNT is to be paid from federal funds made available by the FHWA, and that the remaining 10% will be paid by the County. The County will pay any part of the cost or expense of the work that the FHWA does not pay.
 - 2. Any costs incurred by the County prior to authorization, will not be eligible for federal participation.

- 3. Eligible cost and expense, if approved, may consist of the following:
 - a) The cost of furnishing and installing electrical equipment to light rural intersections noted on the construction plan,
 - b) The direct labor charges for County employees for the time that said employees are engaged in the work to be performed by the County pursuant to this agreement. Said labor charges may include the prorata share of "labor additives" applicable to said labor charges. Costs to the County of "labor additives" consisting of holiday pay, vacation, sick leave, retirement, pension, unemployment taxes, compensation and liability insurance, lost time charges and similar costs incidental to labor employment will be reimbursed only when supported by adequate records.
 - c) The applicable equipment rental charges for County owned equipment used by the County and mileage charges for employee owned vehicles used by the County on the work to be performed pursuant to this agreement, at rates reflective of the County actual cost.
 - d) Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this agreement.
- 4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the County are not eligible for federal participation.
- 5. Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principals and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this agreement.
- 6. For costs expected to exceed \$178,279, the County must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.

C. STAFFING.

- 1. The County will designate a publicly employed registered engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If County elects to use a private consultant for engineering services, the County will provide a qualified, full-time public employee of the County, to be in responsible charge of the Project. The services of the County to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the County is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the County from its primary responsibility for performance of the work.
- 2. During the progress of the work on the Project, the County authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be

covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the County will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.

3. The County will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

D. CONTRACT ADMINISTRATION.

- 1. The County will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2. The County will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the County. The County will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
- 3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS.

- 1. The entire cost of the Project is to be paid from federal funds made available by the FHWA, including eligible costs incurred as of the federal authorization date of June 3, 2015 and prior to the effective date of this Agreement, and by other funds provided by the County. The County will pay any part of the cost or expense of the Project that is not paid by federal funds.
- 2. The County may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial estimate.
- 3. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
 - (b) The labor additive may be applied to total labor dollars, not including overtime labor dollars.
 - (c) The equipment charges must be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.

- (d) A detailed breakdown of outside services used and supporting invoices. Documentation that costs of outside services have been paid.
- (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice must be included.
- (f) The invoices will include 100% of eligible charges applicable to the Force Account so that the prorata share of federal and County participation can be applied to the total costs.
- 4. Following certification, by the Project Engineer, of the final estimate, the County may request reimbursement for costs eligible for federal funds. The County's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
- 5. Reimbursement of costs under this agreement will be based on actual costs, but limited to eligible items.

F. LIMITATIONS.

- 1. The County will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the County to carry out the above requirements.
- 3. Workers' Compensation. Any and all employees of the County or other persons while engaged in the performance of any work or services required or permitted by the County under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The County will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

G. AUDIT.

- 1. The County will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
- 2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the County are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The County will be responsible for any costs associated with the performance of the audit.
- H. MAINTENANCE. The County assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.
- I. CLAIMS. The County will pay any and all lawful claims arising out of or incidental to the performance of the Project work. The County acknowledges that MnDOT is acting only as the County's agent for receipt and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. In all events, the County will indemnify MnDOT and hold MnDOT harmless from any claims arising out of the Project.

II. DUTIES OF MnDOT.

- A. ACCEPTANCE. MnDOT accepts designation as Agent of the County for the receipt and disbursement of federal funds and will act in accordance herewith.
- B. PROJECT ACTIVITIES. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.

C. PAYMENTS.

- 1. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.
- 2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the County, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
- 3. Upon completion of the Project, the County will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.
- 4. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
- 5. In the event MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the County may continue

- the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- D. AUTHORITY. MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.
- E. INSPECTION. MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The County will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. AUTHORIZED REPRESENTATIVES. Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.
 - A. The County authorized representative is Darrell Pettis, LeSueur County Engineer, 88 South Park Avenue, Le Center,, MN 56057, phone 507-357-2251, or his successor.
 - B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, 395 John Ireland Boulevard, Mail Stop 500, St Paul, MN 55155, phone 651.366.3822, or her successor.
- IV. TORT LIABILITY. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- V. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. TERM OF AGREEMENT. This agreement will be effective upon execution by the County and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. TERMINATION. This agreement may be terminated by the County or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the County as set forth in this Agreement. In the event of such a termination the County will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intend to be bound thereby.

COUNTY County certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions	DEPARTMENT OF TRANSPORTATION By: Title: Director State Aid for Local Transportation
Ву:	Date:
Date:	COMMISSIONER OF ADMINISTRATION
Title:	By: Date:
Ву:	
Date:	
Title:	

June 25th,2015

Le Sueur County Highway Department 88 South Park Ave Le Center, MN 5657

Enclosed you will find a set of duplicate agreements, please review, sign and date the original copy at your earliest convenience. Keep the highlighted customer copy for your records send back the original copy with a check or PO for \$15434 made out to Xcel Energy. Once I have received the signed agreement and check or PO, I can turn this work over to construction for scheduling. Mail the agreement and check to:

Xcel Energy 2763 1st Ave NW Faribault, MN 55021

Thank you for your cooperation in this matter. Feel free to contact me at 507-251-0820 if you have any further questions or needs. After June 30th you may contact Ryan Kiefer at 507 334 2952 as I will be retiring.

Sincerely,

Donald McKenzie, Senior Designer

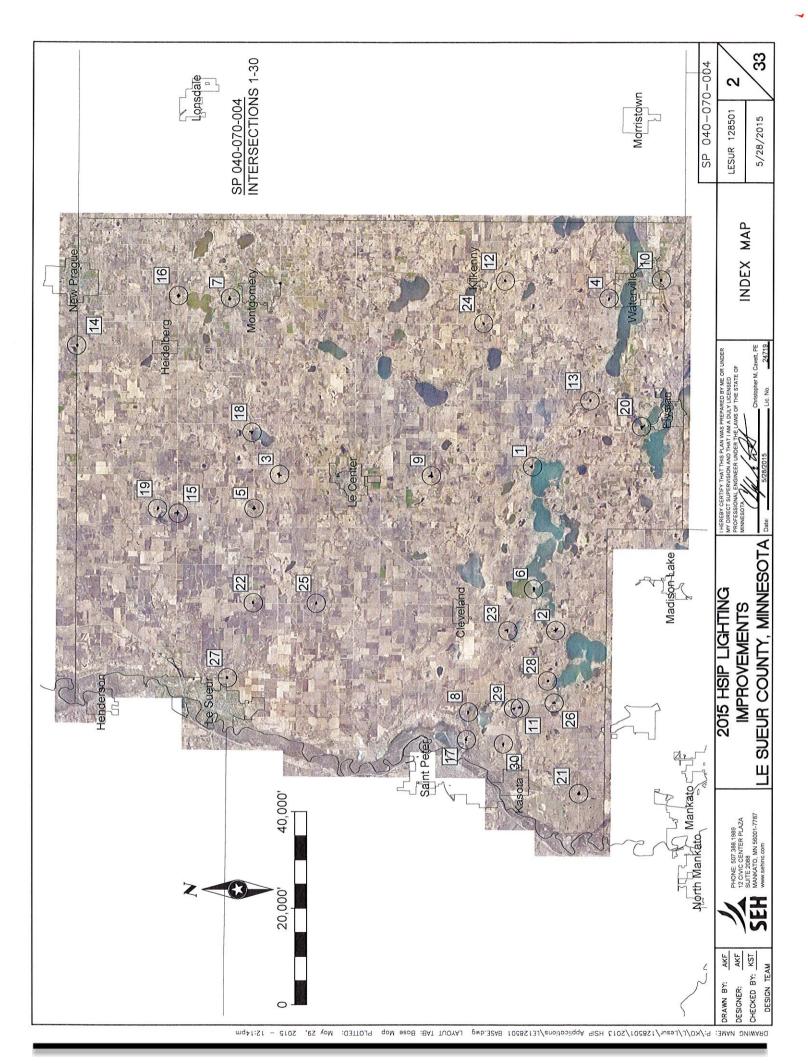
Xcel Energy



OVERHEAD SERVICE	FORM thern States Power Compa	ny a Minnesota	a corporation	ı ("Xcel Energy"), exter	iding its	
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at (Service Address)		OSAC ST	(City)	o (\$ 15.434.00)	
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		and on behalf (of Xcel Energ			:::iiaa
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Construction \$ Form 17-2758	15,434.00	- I/QIIIO4M #				

LE SUEUR COUNTY REQUEST FOR COUNTY ISSUED CREDIT CARD

Request for County Issued Credit Card for (Place an X in the applicable box)	
Commissioner	
Department Head	
Employee	
Department Head Portion: I request the following Department/Employee be issued a Le Sue	eur County Credit Card.
Employee Full Name (print): Pamela Simonett	
Title: <u>Auditor-Treasurer</u>	
Department: Auditor- Treasurer	
Department: Audi tor- Treasurer County Issued Credit Card Account Limit: \$ 5,000 conty-Issued Credit Cards are to be used only for conduction	ing officially approved County business.
I hereby certify that I have reviewed with the employee the Le S Credit Card User Agreement. Signature of Department Head	Sueur County Issued Credit Card Policy and the Olivery Date
Employee Portion:	
I have reviewed the Le Sueur County Issued Credit Card Policy abide by these policies and other policies of the County. Signature of Employee	and the Credit Card User Agreement. I agree to 2/30/15 Date
Auditor/Treasurer Portion:	
Received request on (date) Presented to the Le Sueur County Board on (date) Action taken by Le Sueur County Board on (date) Approved as requested	
Denied	
Le Sueur County Auditor/Treasurer	Date
If approved, card was delivered to employee on (date)	
Employee Portion: I acknowledge receipt of credit card bearing number	,,



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Le Sueur County County Commissioners Meeting Highway Department Agenda July 7, 2015

1. Road and Bridge Projects update.

2014 Projects

CSAH 14 Reconstruction

CSAH 35 Kingsway Drive

2015 Projects

Trunk Highway 169 RCUT - TED Project

CSAH 28 - CSAH 28 to CSAH 11 - CIR and Overlay

CSAH 23 - Railroad X-ing to TH 112 - Reconstruction

CR 104 - CSAH 18 to Cleveland - Bituminous Overlay

CR 107 - CSAH 18 to CSAH 21 - Bituminous Overlay

CSAH 14 - Waterville Limits to CSAH 6 - Final Bituminous Surface

CSAH 14 - Herbert St to Waterville Limits - New C&G and Bit Surface

CSAH 3 - TH 21 to CSAH 26 - Reconstruction

County Wide Bituminous Seal Coating

CSAH 26 and CSAH 28 Microsurfacing

HSIP Intersection Lighting

HSIP Chevron Improvement Project

CSAH 7 Bridge Replacement Project

CSAH 33 Bridge Replacement Project

CSAH 52 Bridge Replacement Project

Clear Lake Access Project

2016 Projects

CR 104 - CSAH 15 to 3/4 mile West - Reconstruction

CSAH 32 - CSAH 11 to CSAH 28 - FDR and Overlay

CSAH 3 - Waseca County to CSAH 14 - Bit Rehab and Overlay

CR 126 - CSAH 11 to CSAH 5 - Bit Overlay

City of Le Sueur Sidewalk and ADA improvements - included in ATIP for FY 2019 funding

2. Future Projects:

CSAH 15 - TH 112 to CSAH 26 - included in ATIP for FY 2019 funding



Le Sueur County, MN

Tuesday, July 7, 2015
Board Meeting

Item 6

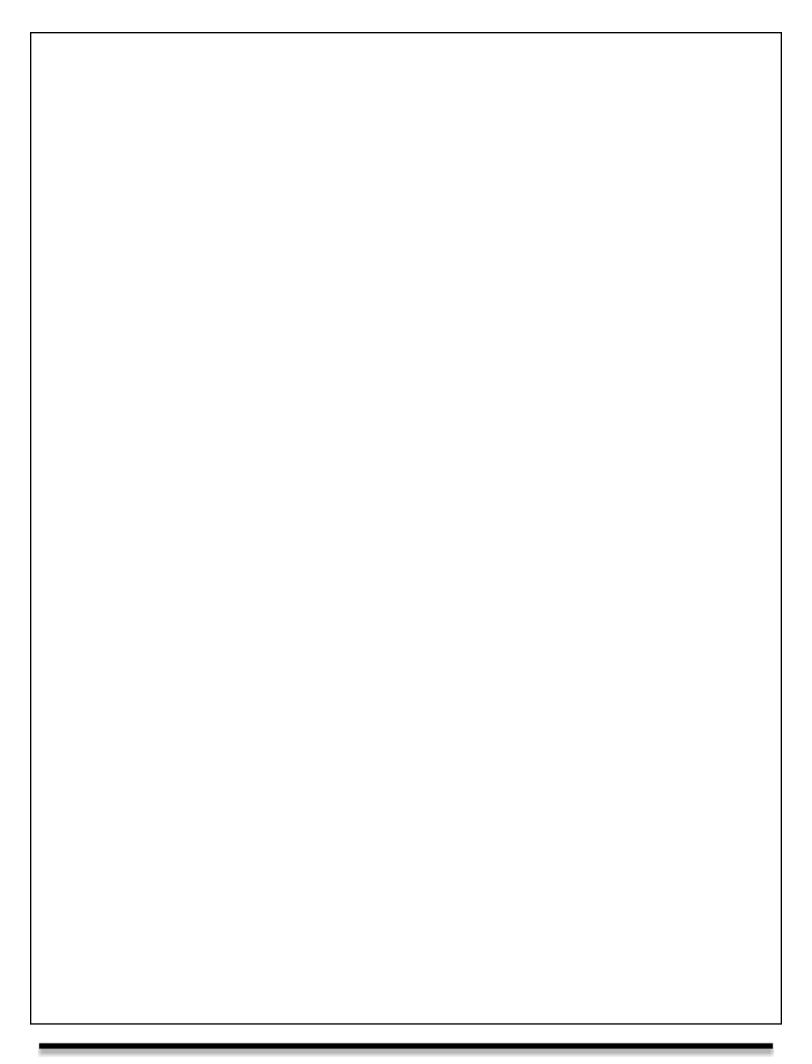
Future Meetings

Staff Contact:

Future Meetings 2015

July 7, 2015	Board Meeting, 9:00 a.m. followed by a Buffer Workshop at 11:00 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. (see next item)
July 28, 2015	Joint City of St. Peter/Le Sueur County Meeting, 11:00 a.m. at Whiskey River following Board Meeting
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.





Le Sueur County, MN

Tuesday, July 7, 2015
Board Meeting

Item 7

11:00 am Buffer Workshop

Staff Contact: