



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
COMMISSION CHAMBERS
October 20, 2015**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: October 6, 2015 Minutes and Summary Minutes
RE: KFRA Gambling Premises Permit Request
RE: Boondocks of Cleveland Off sale Liquor License
RE: Le Sueur Country Club On sale Liquor License
RE: CD #48 Repair Request

2. **9:05 a.m. Claims (10 min)**

3. **9:15 a.m. Dave Tietz, Sheriff (5 min)**
RE: Federal Boating Safety Supplemental Grant
RE: Purchase Approval

4. **9:20 a.m. Human Services (55 min)**

5. **10:15 a.m. Ryan Engelstad, Baker Tilly Virchow Krause, LLP (30 min)**
RE: Review of 2014 Audits

6. **10:45 a.m. Human Resources (10 min.)**

7. **10:55 a.m. Don Hoffman (10 min)**
RE: Savidge Lake Cemetery

8. **11:05 a.m. Todd Hagen, Ehlers (15 min)**
RE: Pre-Sale Report Presentation

9. **11:20 a.m. Don Reak, Parks (10 min)**
RE: Solar panel at Nye Park
RE: Mountain bike course at Nye Park

10. **11:30 a.m. Jim McMillen, Maintenance (15 min)**
RE: Human Services Remodel

11. **11:45 a.m. Scott Gerr, MIS (10 min)**
RE: Optical Fiber Network JPA

12. **11:55 a.m. Darrell Pettis, Administrator/Engineer**
RE: MCIT
RE: Sanborn Lake Workshop, October 28th, 10:00 a.m.
RE: CD #38 Public Hearing, December 1st
RE: CD #58 Bid opening date and time, October 27th, 2:00 p.m.
RE: HSIP Curve Signing Improvements
RE: South Central Regional Transportation Meeting
RE: Lake Washington Public Hearing Notice
RE: Wheelage and Local Option Sales Tax

13. **Future Meetings**



Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: October 6, 2015 Minutes and Summary Minutes

RE: KFRA Gambling Premises Permit Request

RE: Boondocks of Cleveland Off sale Liquor License

RE: Le Sueur Country Club On sale Liquor License

RE: CD #48 Repair Request

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting October 6, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, October 6, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlffing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Darrell Pettis and Brent Christian were also present.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved the amended 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 September 22, 2015 County Board Minutes and Summary Minutes
- Approved Liquor Licenses for G.E.O. Ok Inc dba Lakeside Supper Club, Whiskey River Emporium, Brad Factor dba Little Dandy, Traxler's Hunting Preserve Inc., Woods Grill And Bar, The Next Chapter Winery LLC, Hobbers Inc dba Hobber's Hwy 99 Bar & Grill, Caribou Gun Club Inc.
- Approved CD #34 Repair Request

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

Soc Serv:	\$ 263,219.48
Financial:	\$ 88,335.99

Kelly Robinson appeared before the Board to discuss paving and dust control on CR 143.

Bruce Kimmel, Senior Financial Advisor with Ehlers appeared before the Board to present information regarding Sulp and refinancing existing bonds.

Joe Stangel and Jim Streifel, DNR came before the Board to discuss the Sanborn Lake project.

Cindy Westerhouse, Human Resources came before the Board with several items for approval.

On motion by King, seconded by Connolly and unanimously approved, the Board approved the recommendation to grant regular status to Suzanne Milam, full time Eligibility Worker, in Human Services, effective October 6, 2015. Suzanne has completed the six-month probationary period.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved the recommendation to advertise for a part time Administrative Assistant II in the Sheriff's Office as a Grade 4, Step 1 at \$15.20 per hour.

The part time jailer/dispatcher position will remain open.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to approve and sign the 2015-2016 Telecommute Agreement between Le Sueur County and Kari Peters, effective October 6, 2015.

On motion by Connolly, seconded by King and unanimously approved, the Board approved the recommendation to hire Talia Gilster, full time Community Support Technician, in Human Services, as a Grade 5, Step 1, \$16.11 per hour, effective October 12, 2015.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to advertise for a part time Administrative Assistant II in the Victim Witness Department, as a Grade 4, Step 2 at \$15.75.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved the recommendation to accept the resignation request from Cortney Haugen, full time Jailer/Dispatcher in the Sheriff's Office, effective October 15, 2015.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to post and advertise for a full time Jailer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.07 per hour.

Dave Tietz, Sheriff came before the Board with two items for approval.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign the OHV Enforcement Grant Program Agreement.

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved the purchase of a 2016 Ford Police Interceptor in the amount of \$27,677.95 from Nelson Auto Center in Fergus Falls, MN and equipment to replace a totaled vehicle.

Jeff Neisen, MIS appeared before the Board with one item for approval.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the Syntax maintenance renewal in the amount of \$4,745.

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

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved and authorized the Chair and County Administrator to sign the Master Subscriber Agreement between Le Sueur County Court Services and the State of Minnesota.

On motion by King, seconded by Connolly and unanimously approved, the Board approved to move forward in scheduling a public hearing for CD #38.

On motion by Rohlfling, seconded by Connolly and unanimously approved, the Board approved the CD #58 Branch 2 repair project bid opening date for October 23, 2015 at 1:00 p.m. in the Le Sueur County Courthouse.

On motion by King, seconded by Rohlfling and unanimously approved, the Board approved a one-time payment of \$1,105 to Ready Watt to repair the Lake Emily emergency siren.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Chair to sign the 2016-17 Radiological Emergency Preparedness Grant in the amount of \$12,000.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the following claims:

Warrant #	Vendor Name	Amount
37749	A'Viands	\$ 15,670.60
37753	Ahlman's	\$ 4,349.41
37755	Aufderhar Construction Inc.	\$ 3,519.00
37756	B & H Petroleum Equip Inc.	\$ 3,745.11
37760	Bolton & Menk Inc.	\$ 6,710.00
37761	Boyer Truck Parts	\$ 3,277.96
37765	Christian, Keogh, Moran & King	\$ 2,563.22
37767	Code 4 Services LLC	\$ 6,776.75
37769	Cordant Health Solutions	\$ 2,331.75
37775	ESRI	\$ 15,000.00
37776	Exclaimer Ltd.	\$ 4,131.15
37784	Genesis	\$ 19,194.58
37796	I & S Group Inc.	\$ 3,190.00
37797	ITSavvy LLC	\$ 2,597.91
37798	Javens Mechanical Contracting Inc.	\$ 22,212.15
37803	Law Enforcement Technology Group	\$ 4,000.00
37811	MN Counties Computers Coop	\$ 2,275.00
37828	Ramsey County	\$ 2,800.00
37831	Regents of the University of MN	\$ 28,794.24
37838	Schwickert's Tecta America LLC	\$ 5,323.00
37839	S.E.H. Inc.	\$ 57,702.98
37840	Selly Excavating Inc.	\$128,076.19
37846	S.M.C. Co. Inc.	\$ 9,155.42
37850	Thomson Reuters	\$ 2,021.45
37852	Tire Associates Inc.	\$ 6,962.94
37854	Traxler Construction Inc.	\$ 30,350.30
37862	Waterford Oil Co. Inc.	\$ 12,819.21
37864	Waterville Lakes Assoc.	\$ 3,805.00
91	Claims paid less than \$2,000.00:	\$ 32,109.63

28 Claims paid more than \$2,000.00:

\$409,355.32

119 Total all claims paid:

\$441,464.95

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, October 20, 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, October 6, 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, October 6, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfiing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Darrell Pettis and Brent Christian were also present.
- The Board approved the amended agenda for the business of the day. (Connolly-Rohlfiing)
- The Board approved the consent agenda: (Gliszinski-King)
 - Approved the September 22, 2015 County Board Minutes and Summary Minutes
 - Approved Liquor Licenses for G.E.O. Ok Inc dba Lakeside Supper Club, Whiskey River Emporium, Brad Factor dba Little Dandy, Traxler's Hunting Preserve Inc., Woods Grill And Bar, The Next Chapter Winery LLC, Hobbers Inc dba Hobber's Hwy 99 Bar & Grill, Caribou Gun Club Inc.
 - Approved CD #34 Repair Request
- The following cases and claims were approved: Soc Serv: \$ 263,219.48 and Financial: \$88,335.99 (King-Gliszinski)
- The Board approved the recommendation to grant regular status to Suzanne Milam, full time Eligibility Worker, in Human Services, effective October 6, 2015. (King-Connolly)
- The Board approved the recommendation to advertise for a part time Administrative Assistant II in the Sheriff's Office as a Grade 4, Step 1 at \$15.20 per hour. (Rohlfiing-Connolly)
- The Board approved the recommendation to approve and sign the 2015-2016 Telecommute Agreement between Le Sueur County and Kari Peters, effective October 6, 2015. (Rohlfiing-Gliszinski)
- The Board approved the recommendation to hire Talia Gilster, full time Community Support Technician, in Human Services, as a Grade 5, Step 1, \$16.11 per hour, effective October 12, 2015. (Connolly-King)
- The Board approved the recommendation to advertise for a part time Administrative Assistant II in the Victim Witness Department, as a Grade 4, Step 2 at \$15.75. (Rohlfiing-Gliszinski)
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- The Board approved the Syntax maintenance renewal in the amount of \$4,745. (Rohlfiing-Gliszinski)
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- The Board approved to move forward in scheduling a public hearing for CD #38. (King-Connolly)
- The Board approved the CD #58 Branch 2 repair project bid opening date for October 23, 2015 at 1:00 p.m. in the Le Sueur County Courthouse. (Rohlfiing-Connolly)
- The Board approved a one-time payment of \$1,105 to Ready Watt to repair the Lake Emily emergency siren. (King-Rohlfiing)
- The Board approved and authorized the Chair to sign the 2016-17 Radiological Emergency Preparedness Grant in the amount of \$12,000. (Connolly-Gliszinski)
- The Board approved the following claims: (Gliszinski-King)

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91	Claims paid less than \$2,000.00:	\$ 32,109.63
28	Claims paid more than \$2,000.00:	\$409,355.32
119	Total all claims paid:	\$441,464.95

The Board adjourned until Tuesday, October 20, 2015 at 9:00 a.m. (Connolly-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

REQUIRED ATTACHMENTS TO LG214

1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to **"State of Minnesota."**

Mail the application and required attachments to:
 Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Kasota Fire Relief Association License Number: 02880
 Chief Executive Officer (CEO) Jessy Allen Daytime Phone: 507-931-1099
 Gambling Manager: Shane Williams Daytime Phone: 507-720-4220

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Westwood Marina
 List any previous names for this location:

 Street address where premises is located: 1400 Lake Washington Rd
(Do not use a P.O. box number or mailing address.)

City: OR Township:	County:	Zip Code:
Kasota	Le Sueuer	56050

Does your organization own the building where the gambling will be conducted?
 Yes No **If no, attach LG215 Lease for Lawful Gambling Activity.**


A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? Yes No Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? Yes No Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: Nicollet County Bank Bank Account Number: 
 Bank Street Address: 220 South 3rd Street City: St. Peter State: MN Zip Code: 56082

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
<u>200 N Webster St.</u>	<u>Kasota</u>	<u>MN</u>	<u>56050</u>
_____	_____	<u>MN</u>	_____
_____	_____	<u>MN</u>	_____

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p>Local unit of government must sign.</p>	<p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|

Signature of Chief Executive Officer (designee may not sign) _____ Date _____

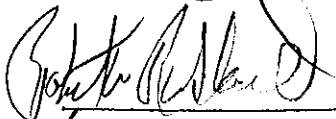
<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; 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 your organization's application. Your organization's name and address will be public</p>	<p>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;</p>	<p>Minnesota's Department 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.</p>
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This form will be made available in alternative format, i.e. large print, braille, upon request.

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 # 48 located in Section 8 Montgomery township(s).

Signed


(Robert Runland)


Address & Phone No.

17845 LEXUS JOE ROAD
MO 015 MONTGOMERY MD 56069
612-756-3240

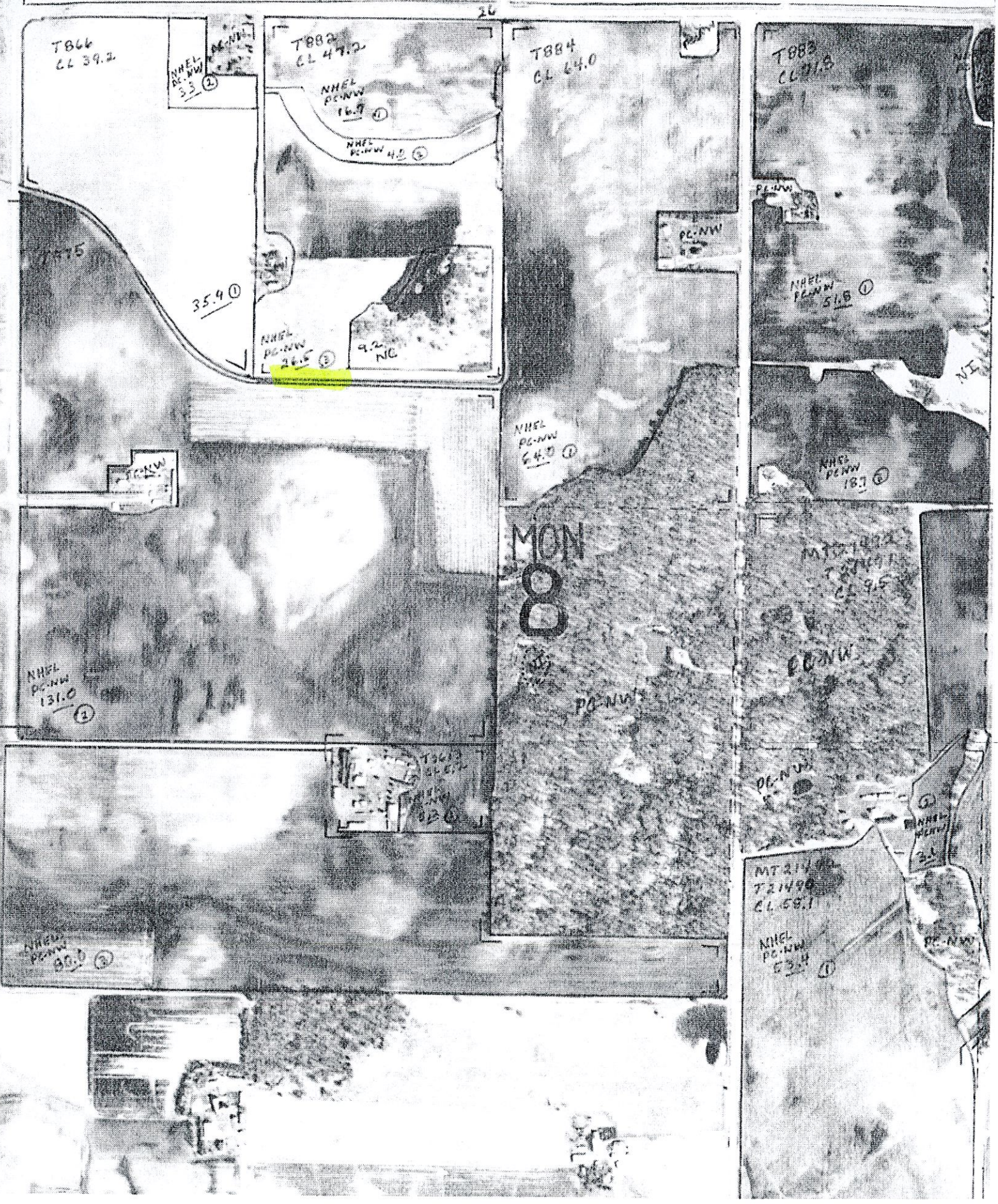
Date: 10-7-15

Description of problem: WASH OUT NEED REPAIR

Needs repair & cleaning


10-7-15

T=Tract Number W=Wetland PW=Farmed Wetland NW=Non-Wetland	MT=Multiple Tract Number CW=Converted Wetland NA=Non-Agricultural AW=Artificial Wetland	HHL=Highly Erodible Land NHHL=Non-Highly Erodible PC=Prior Converted Wetland ECW=Exempt (Commenced) CW	MW=Minimal Effect Wetland (Farming) MWC, MWM, MWR=See SWCD NC=Non-cropland NI=Non-incorporated
COUNTY LE SUEUR	NOT TO SCALE	REPRODUCED 2001	CROP YEAR 2001
			PHOTO NO H5-L





Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 2

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

Staff Contact:



Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 3

9:15 a.m. Dave Tietz, Sheriff (5 min)

RE: Federal Boating Safety Supplemental Grant

RE: Purchase Approval

Staff Contact:



**2015 STATE OF MINNESOTA
FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT
GRANT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract #: 101329

PO #: 3000085263

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2016	Source Type REIMB	Vendor Number 0000197299-001
Total Amount \$33,000.00		Project ID R29G4CGSFY15	Billing Location R297000221	DUNS 052381993

Accounting Distribution:

Fund	Fin. Dept. ID	Approp. ID	Category	Account	Total Amount	Activity
3000	R2937715	R294203	84101501	441302	\$33,000.00	A4CG002
3000	R2937715	R294203	84101501	441302	\$0	A4CG004

Grant Begin Date September 1, 2015	Grant End Date December 31, 2015
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Grantee Name and Address:

Le Sueur Co. Sheriff's Office
88 S. Park Ave.
Le Center, MN 56057

Payment Address:
(where DNR sends the check)

Le Sueur Co. Treasurer
88 S. Park Ave.
Le Center, MN 56057

**2015 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Le Sueur Co. Sheriff's Office, 88 S. Park Ave., Le Center, MN 56057 ("Grantee"). The payment address for this grant agreement is Le Sueur Co. Treasurer, 88 S. Park Ave., Le Center, MN 56057.

Recitals

1. Under Minnesota Statute §84.026 the State is empowered to enter into this grant.
2. The State will make available supplementary funding in the amount noted in this agreement to cover the cost of the specific items for recreational boating safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** September 1, 2015. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred back to effective date. Reimbursements will only be made for those expenditures made according to the terms of this grant.
- 1.2 **Expiration date:** December 31, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Reimbursement invoice requests must also be received by the State no later than December 31, 2015. An extension beyond that date may be granted, if requested by the Grantee, and approved in writing by the State's representative. Requests submitted after December 31, 2015 that have not been granted a purchase or reimbursement extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability, 9. State Audits, 10. Government Data Practices and Intellectual Property, 12. Publicity and Endorsement, 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure and those items in Exhibit A.

2 Grantee's Duties

The Grantee, who is not a state employee, will be reimbursed, as specified in Exhibit A, for the purchase of the items noted there. The Grantee will submit to the State the required documents noted in Exhibit A. The State will make available supplementary funding in the amount noted in this agreement to cover the cost of the specific items for recreational boating safety noted in Exhibit "A." See Exhibit "A" of this agreement for the allowable expenditures specific to this grant. See Exhibit "B" for specific federal requirements that affect this grant.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing.

3 Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be reimbursed only for the specific items listed in Exhibit A up to Thirty-three thousand dollars (\$33,000.00).
- (b) **Total Obligation.** The total obligation of the State to the Grantee under this grant agreement will not exceed Thirty-three thousand dollars (\$33,000.00).

4.2. **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this contract. Invoice procedures are specified in Exhibit "A".
- (b) **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security - through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in 46 U.S.C. 13101-13110. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Rodmen Smith, Assistant Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5054, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the County Sheriff or designee. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant 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 grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

9 **State Audits**
Under Minnesota Statute § 16B.98, Subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 **Government Data Practices and Intellectual Property**
10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 **Workers' Compensation**
The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Publicity and Endorsement**
12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination**
14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:
a) It does not obtain funding from the Minnesota Legislature
b) 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 **Data Disclosure**
Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Invasive Species Prevention**

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Brenda Medd

Date: 9/30/15

SWIFT Contract # 101329

Purchase Order # 300085263

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Assistant Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

Distribution:

- 1. DNR - OMBS
- 2. Grantee - 2 (Sheriff's Office & Co. Board)
- 3. State's Authorized Representative

**2015 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT AGREEMENT
(CFDA #97.012)**

1. The purpose of this grant is to provide supplementary funding to the Grantee, not exceeding the amount specified in Clause 4 of the Grant Agreement, to purchase the following specific equipment or other items that will be used for recreational boating safety activities:
 - a. Jet boat, 200 horsepower motor & trailer*
** means trade-in or cost share by county*
2. The program shall begin on September 1, 2015. The purchase and request for reimbursement (county invoice) must be submitted to the State's representative by December 31, 2015. An extension beyond that date for purchase, delivery and reimbursement deadlines may be granted, if requested by the Grantee, and approved in writing by the State's representative. Requests submitted after December 31, 2015, that have not been granted a purchase or reimbursement extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility.
3. The Grantee must first purchase the item as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:
 - a. An invoice from the Grantee, dated no earlier than September 1, 2015 and not later than December 31, 2015, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted in writing from the State's representative.
 - b. A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
 - c. If the item is valued over \$5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
 - d. All reimbursement requests must be sent or delivered to:

Minnesota Dept. of Natural Resources
Boat & Water Safety
500 Lafayette Road
St. Paul, MN 55155-4047
4. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 -.0900.
5. Invasive Species Prevention. Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (pp. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

6. The Grantee agrees that, when requested by the State, they will promptly complete an inventory on items purchased at a cost of more than \$5,000 and forward it to the State's representative.
7. The State will supply a special label that will need to be applied to each item of equipment that exceeds \$5,000. This label indicates that federal boating safety funds were used for all or a portion of the purchase.
8. Items purchased under this grant may not be sold, traded or disposed of without prior written permission and instructions from the State as to the disposition of the item(s), and any funds derived from their sale or trade. The Grantee must promptly notify the State's representative if any item over \$5,000 purchased through this grant is lost or stolen.
9. By accepting this grant, the Grantee agrees, when requested, to accurately & promptly complete and return to the state any reports required by the State or the cognizant federal agency regarding activities, expenditures or accomplishments for the recreational boating safety program.
10. In any reference to this grant, it should be referred to as: "A federal boating safety sub grant through the Minnesota Department of Natural Resources."

**2015 FEDERAL ASSURANCES
NON-CONSTRUCTION PROGRAMS**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et sq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1995 and OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133 - "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor - Single Audit Division, Suite 400, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section - Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*



Office of
David D Tietz

Sheriff of Le Sueur County
Le Center, Minnesota 56057

CHIEF DEPUTY SHERIFF
Brett V.P. Mason

INVESTIGATOR
Bruce Collins
Bob Vollmer
Todd Waldron

PHONE 507 357-4440
Fax 507 357-4627

LeSueur County Commissioner Meeting
October 20, 2015

RE: Federal Boating Grant

Dear Commissioners:

The LeSueur County Sheriffs Office recently applied and received a \$33,000 Federal Boating Grant. With these grant dollars, I am seeking approval to purchase a 2015 RiverPro 2060 watercraft, 200 HP OptiMax motor and trailer in the amount of \$38,000. (See Spec Sheet)

The LeSueur County Sheriff's Office currently has three watercrafts:

- 2008 Alumacraft Navigator / 90 HP Yamaha
- 2006 Alumacraft Navigator / 75 HP Yamaha
- 16" Jon Boat / 25 HP Yamaha

I would like to sell the 2006 Alumacraft Navigator, 2006 75hp Yamaha motor and trailer to de-fray the cost of 2015 RiverPro. After the sale of the 2006 Alumacraft and the grant dollars, there would be sufficient funds to purchase the RiverPro without using new tax dollars.

The RiverPro would be very beneficial on the Minnesota River and patrolling our many LeSueur County Lakes. The open floor design will be a great asset for diving details and buoy placement and removal.

Thank you for your consideration on this request.

Sincerely,



LeSueur County Sheriff
David Tietz

10892 Business 21 / POB 77
Hillsboro, MO 63050
(636) 797-2628



ADDRESS

Le Sueur County Sheriffs Office
88 South Park Ave
Le Center, MN 56050

QUOTE # 1110
DATE 08/21/2015

DESCRIPTION	AMOUNT
RiverPro 2060 ReCon RCC (Rear Center Console)	33,400.00
Heavy Duty Bottom Skid Plate with Stainless Steel Intake Grate	2,000.00
EZ Clean Intake Grate (Powder Coated Finish)	800.00
Grab Bar	150.00
HiPro Windshield with Mounting Hardware	150.00
2015 Boat Trailer / Black VIN # To Be Determined	1,500.00

TOTAL

\$38,000.00

Accepted By

Accepted Date



No one logged in. [Log in](#)

[Home](#)

[LoPro](#)

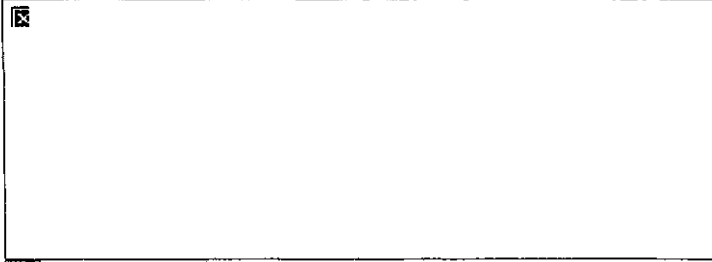
[HiPro](#)

[Options](#)

[Sport Jet](#)



[Cc](#)



How RiverPro Got Started

RiverPro boats began as a dream. Kevin Turner, owner/operator of a successful auto body and retail tire business in Hillsboro, Missouri, was an avid river fisherman. Frustrated by the limited access of prop-driven boats to his favorite shallow-water hotspots, as well as the inefficient performance of outboard jet drive motors, he was compelled to design a specialized river fishing boat, powered by a more reliable jet propulsion system. Kevin set to work designing an all aluminum, all wet. [Read Entire Article](#)

Bass Master Magazine

Used by permission of BASS/ESPN Productions, Inc by Darl Black A river is an unfriendly place. From the moment you hook a fish until you take it off the hook, nothing good can happen." That may sound harsh, but it's exactly what Kevin Turner tells anyone who climbs into his jet boat to go smallmouth fishing. Turner is owner of River Pro Jet Boats and one of the most dedicated river anglers you'll ever encounter. "I fish shallow, fast flowing rock-infested ri. [Read Entire Article](#)

In-Fisherman Magazine

The Near Perfect Option For Shallow Water Rivers, Jet Boats For The Catfish Crowd - by Steve Hoffman I CAN'T IMAGINE A BETTER SPOKESMAN FOR JET boats than Kevin Turner. He ran a flotilla of jets on shallow, rocky rivers from Minnesota to Alabama for almost two decades before he decided to design & build his own. "Before I knew it," Turner says, "I had a yard full of boats and a big decision to make. I was convinced that the boat was not only unlike anything else on the ma. [Read Entire Article](#)

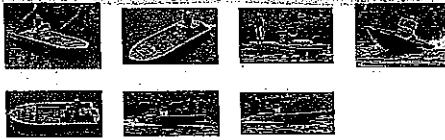


MN DNR Gets RiverPro Jet Boat For Patrol Boat

Conservation Officer Randy Posner, left, takes delivery of the Minnesota DNR's first RiverPro jet boat from Kevin Turner of RiverPro. The boat will be used to assist in river patrol duties in the Brainerd Lakes area. BRAINERD, MN... It's fast. It's stealthy. And it can go virtually anywhere on the river. This spring the Minnesota DNR at Brainerd took delivery of a new RiverPro jet boat to be used in river patrol duties. [Read Entire Article](#)

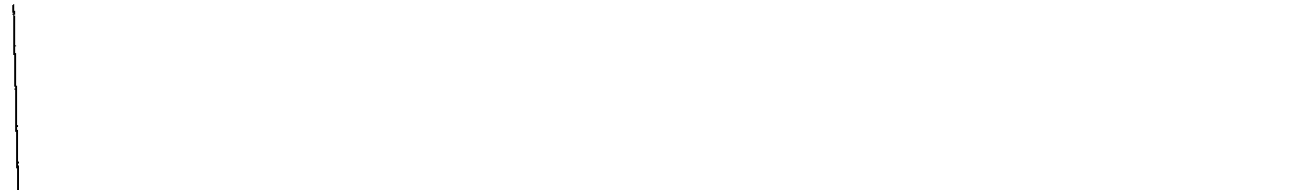
2060 ReCon RCC (20'1" Rear-Center Console)

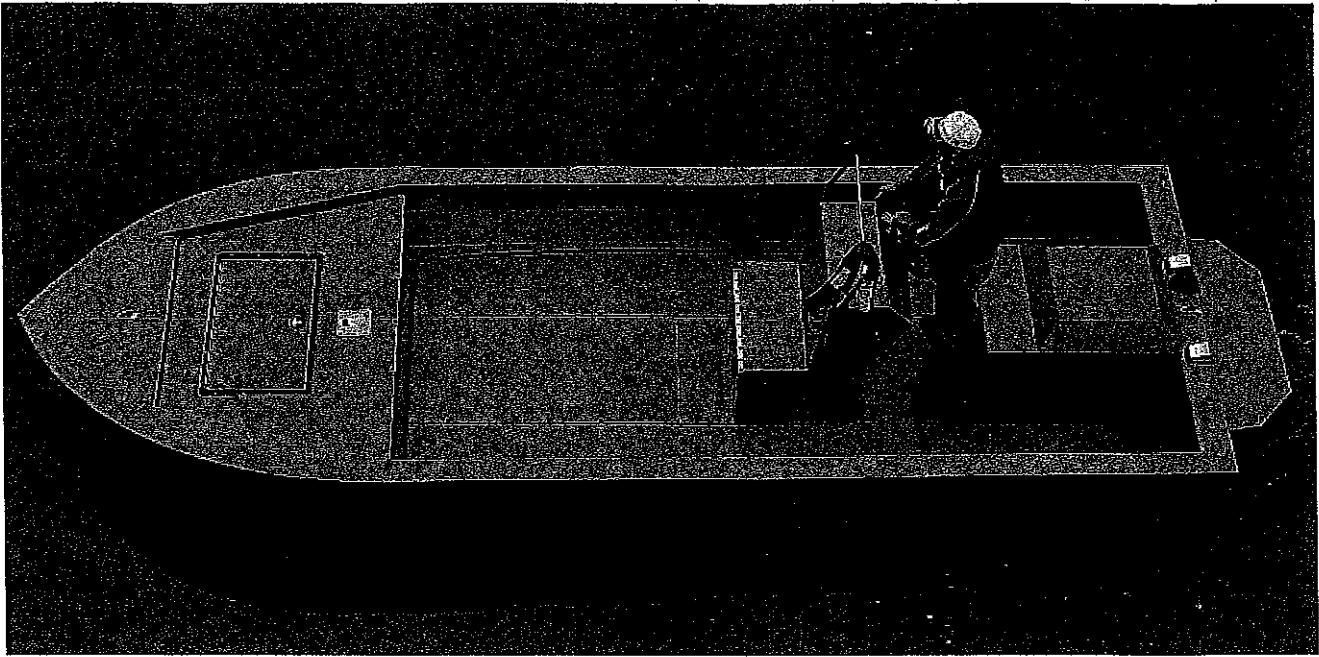
Boat, Motor and Trailer Package: \$34,900.00



Standard Specs	Standard Features	Available Options
<ul style="list-style-type: none"> All Welded Aluminum PST Hull Deadrise - 12 Degree Bottom Thickness .190 Bottom Width 60" Side Thickness .100 Side Height 24" Beam 80" Fuel Capacity TBD Approx Top Speed 50 MPH 	<ul style="list-style-type: none"> 200 HP OptiMax Sport Jet Bunked Trailer Sprayed on Bed Liner Floors & Decks 18" Welded Swim Platform Navigation Lights Bilge Pump (Auto & Manual Switched) Bilge Blower Safety Eng Stop Switch Tach / Volt / Fuel / Hour Meter 12 Volt Power Point 	<ul style="list-style-type: none"> HD Bottom Skid Plate EZ Clean Intake Grate Stainless Steel Grate Hi Skew Impeller Timed, Aerated Livewell Lvwel Oxygenator™ 24 Volt Troll Panel & Wiring Custom Fitted Boat Cover Stainless Steel Grab Bar Windshield

[Why the Mercury Sport Jet?](#)







Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 4

9:20 a.m. Human Services (55 min)

Staff Contact:



Department of Human Services

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

Human Services Board Agenda October 20, 2015 @ 9:20 a.m.

100- PRESENTATIONS/INFORMATION:

- 110: New Staff Introduction: Talia Gilster (Community Support Technician - Children's Services)
- 120: Electronic Document Management Systems Update
- 130: DHS Health Plan Procurement Update

200- PROGRAM GRAPHS & REPORTS:

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
 - 231- Social Services Team
 - 232- Child Services Team
 - 242.1- Out Of Home Placement Report
 - 242.2- In-Home Family Therapy Report;
 - 233- Behavioral Health Team

300- BOARD APPROVAL ITEMS:

- 310 - Brown County Evaluation Center, Inc. (Detox Services)
- 320 - 2016-17 County MFIP Biennial Service Agreement
- 330 - Commissioner's Warrants

County MFIP Biennial Service Agreement			Page 16 of 17
H. Budget			
Click on the link below to review your service area's 2014 and 2015 MFIP allocations:			
MFIP Consolidated Fund Support Services (PDF)			
In the budget table, indicate the amount and percentage for each item listed for the budget line items for calendar years 2016-2017. Also note:			
<ul style="list-style-type: none"> • Total percent must equal 100. • MFIP administration is capped at 7.5 percent unless the county is applying for an administrative cap waiver. To apply for the administrative cap waiver, respond to the questions in Section G under Administrative Cap Waiver. • If "other" is used, briefly describe the line item. 			
2016 Budget			
Budgeted Amount	Percent	Line Items	
86,267.00	32.50%	Employment Services (DWP)	
132,719.00	50.00%	Employment Services (MFIP)	
26,544.00	10.00%	Emergency Services/Crisis Fund	
19,908.00	7.50%	Administration (cap at 7.5%)	
	0.00%	Income Maintenance Administration	
	0.00%	Other 1	
	0.00%	Other 2	
\$265,438.00	100.00%	Total	
2017 Budget			
Budgeted Amount	Percent	Line Items	
86,267.00	32.50%	Employment Services (DWP)	
132,719.00	50.00%	Employment Services (MFIP)	
26,544.00	10.00%	Emergency Services/Crisis Fund	
19,908.00	7.50%	Administration (cap at 7.5%)	
	0.00%	Income Maintenance Administration	
	0.00%	Other 1	
	0.00%	Other 2	
\$265,438.00	100.00%	Total	



Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 5

10:15 a.m. Ryan Engelstad, Baker Tilly Virchow Krause, LLP (30 min)

RE: Review of 2014 Audits

Staff Contact:

Le Sueur County

Review of 2014 Audits

October 20, 2015

This report is intended solely for the use of the County Board and Management.

Agenda



Candor. Insight. Results.

- > Status of Engagements
- > Required Audit Communications
- > Other Management Letter Points
- > Review of Financial Statements Audit
- > Review of Federal Awards Compliance Audit
- > Questions

> Audit of Financial Statements

- Draft reports finalized – issued
- Publication of necessary info and submission of electronic report to State Auditor's office completed by the county

> Audit of Federal Award Programs

- Draft reports finalized – issued
- Electronic filing of Data Collection Form and Audit Report to the Federal Audit Clearinghouse to be completed

> Audit of Compliance with State Statutes

- Included with the compliance report noted above – no findings to report

Required Audit Communications



Candor. Insight. Results.

- > Auditors' responsibility
 - Findings similar to prior year, which are common for local governments your size
- > Documents containing audited financial statements
- > No changes to planned scope and timing
- > Accounting policies
 - No new standards implemented
- > Accounting estimates
 - Not aware of any sensitive accounting estimates used by management
- > Financial statement disclosures are neutral, consistent and clear
- > No difficulties in performing the audit
- > Audit adjustments
 - Some were material and a complete list is attached
- > No disagreements with management
- > No consultations with other accountants
- > Management representations
 - Letter is attached
- > Independence
- > Other findings or issues in normal course of audit
- > Other matters
- > Restriction on use

Other Management Letter Points



Candor. Insight. Results.

- > Two-way communication regarding your audit
- > Other recommendations and informational points
 - Decentralized cash collections
 - OMB Uniform Guidance for federal awards now in effect
 - GASB updates
 - » GASB Statement No. 68 and 71 related to pensions effective for 2015

- > Independent Auditors' Report
 - Unmodified opinion
 - Reference to other auditors' report with regards to the HRA financial statements
- > Management's Discussion and Analysis
- > Basic financial statements
 - Full accrual Statement of Net Position and Statement of Activities (similar to how a business would report)
 - Modified accrual fund statements (similar to budget basis)
 - Footnotes (standard disclosures)
- > Required supplementary information
 - Budget to actual schedules for General Fund and major special revenue funds
- > Supplementary information
 - Combining statements and schedules
 - Budget to actual schedules for remaining governmental funds
 - Schedule of Intergovernmental Revenues
- > See handout for highlights

- > Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and *Minnesota Legal Compliance*
 - Identifies material weakness findings similar to prior years (as mentioned previously)
- > Report on Compliance for Each Major Federal Program; Report on Internal Control Over Compliance: and Report on the Schedule of Expenditures of Federal Awards Required by OMB Circular A-133
 - No findings identified
- > Schedule of Findings and Questioned Costs
 - Summarizes results
 - Identifies the grant programs tested
 - » Social Services Block Grant
 - » Child Support Enforcement
 - » Medical Assistance Program
- > Schedule of Expenditures of Federal Awards
 - Lists federal grants and amounts expended for each in the current year
 - Total expenditures were \$2,183,053 (programs tested represented 51% of total)

Questions?

Ryan Engelstad, CPA, Partner

Ryan.Engelstad@bakertilly.com

612 876 4613

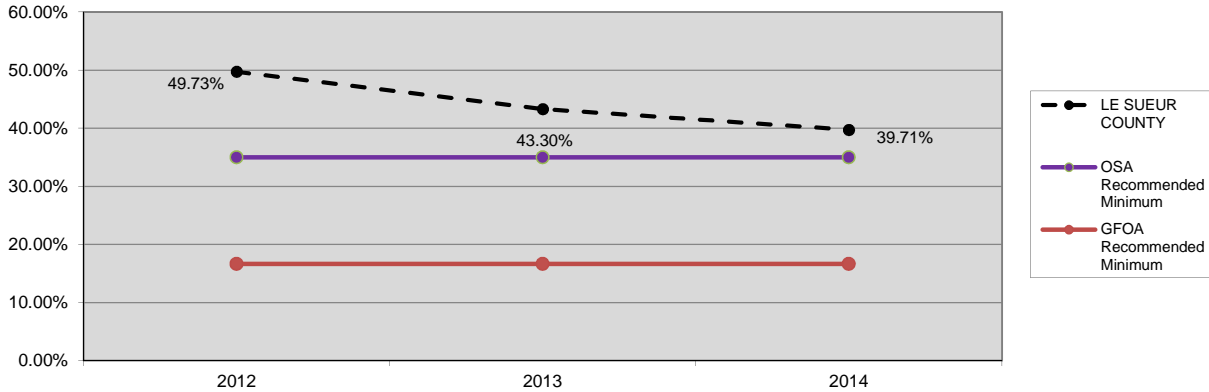
225 South 6th Street, Suite 2300

Minneapolis, MN 55402

**LE SUEUR COUNTY
2014 FINANCIAL STATEMENT HIGHLIGHTS**

GENERAL FUND	2014
Details of Fund Balance	
<u>Nonspendable</u> <i>includes fund balance amounts that cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained intact.</i>	\$ 27,286
<u>Restricted</u> <i>consists of fund balances with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations or other governments or 2) law through constitutional provisions or enabling legislation.</i>	1,005,232
<u>Assigned</u> <i>includes spendable fund balance amounts that are intended to be used for specific purposes that are not considered restricted or committed.</i>	13,000
<u>Unassigned</u> <i>includes residual positive fund balance within the general fund which has not been classified within the other above mentioned categories.</i>	4,736,292
Total Fund Balance (page 3)	\$ 5,781,810
General Fund Expenditures (page 5)	\$ 11,958,794
Assigned and Unassigned Fund Balance	\$ 4,749,292
Assigned and Unassigned General Fund - Fund Balance as % of above Expenditures	39.71%

Available or Assigned/Unassigned Fund Balance as a Percentage of Expenditures

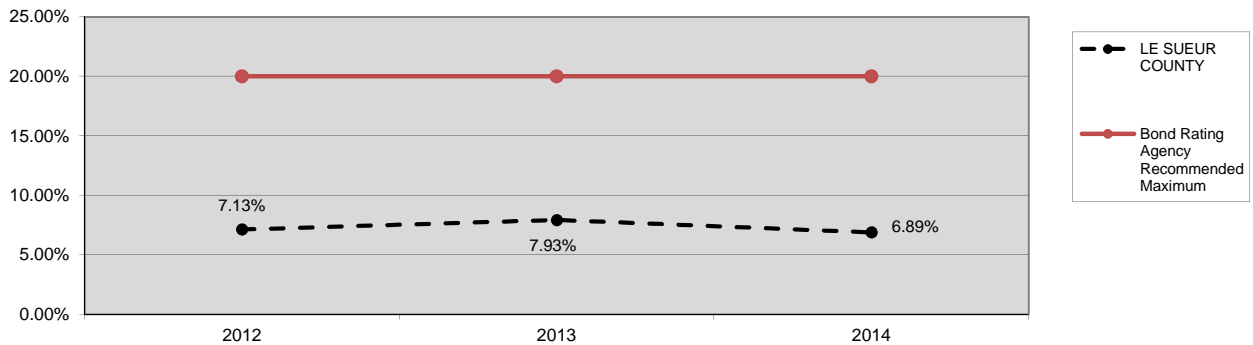


General Fund Summarized Income Statement (page 36)	2014 Budget	2014 Actual	2013 Actual
Revenues and other financing sources	\$ 11,679,890	\$ 11,811,265	\$ 11,338,212
Expenditures and other financing uses	(11,691,890)	(11,973,760)	(11,711,650)
NET REVENUES	\$ (12,000)	\$ (162,495)	\$ (373,438)
CASH AND INVESTMENTS	2014	2013	2012
Cash and Investments			
Unrestricted	\$ 17,494,605	\$ 19,850,069	\$ 18,303,408
Fiduciary Funds	1,433,822	1,450,154	1,243,588
Total Cash and Investments (page 22)	\$ 18,928,427	\$ 21,300,223	\$ 19,546,996

LE SUEUR COUNTY
2014 FINANCIAL STATEMENT HIGHLIGHTS (cont.)

MAJOR SPECIAL REVENUE FUND - ROAD & BRIDGE	2014	2013	2012
Total Fund Balances (Deficit) (page 3)	\$ (1,957,741)	\$ 1,378,982	\$ 2,333,627
MAJOR SPECIAL REVENUE FUND - HUMAN SERVICES	2014	2013	2012
Total Fund Balances (page 3)	\$ 6,057,164	\$ 5,431,366	\$ 5,100,565
MAJOR SPECIAL REVENUE FUND - ENVIRONMENTAL HEALTH	2014	2013	2012
Total Fund Balances (page 3)	\$ 1,917,340	\$ 1,983,895	\$ 2,046,431
GENERAL LONG-TERM DEBT	2014	2013	2012
Outstanding General Obligation (G.O.) Debt, less amount available in debt service fund	\$ 10,614,012	\$ 12,462,438	\$ 14,463,928
Total G.O. Debt Capacity	107,335,590	100,973,613	98,045,172
Percent of Debt Limit	9.89%	12.34%	14.75%
Percentage of Debt Service to Non-Capital Expenditures - Governmental Funds	6.89%	7.93%	7.13%

Debt Service to Non-Capital Expenditures





Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 6

10:45 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 October 20, 2015

Retirement plaque presentation to Carla Mador, full time Sheriff's Administrative Assistant in the Sheriff's Office. Carla will retire on October 23, 2015 after 28 years of service with Le Sueur County.

Recommendation to advertise for a part time Jailer/Dispatcher, in the Sheriff's Office, Grade 6, Step 1 at \$17.07 per hour.

Recommendation to accept the retirement request from Harry Baker, Mechanic II – Shop Foreman in the Highway Department, effective October 30, 2015. Harry has been employed with Le Sueur County since July 1987.

Recommendation to post and advertise for a full time Mechanic II – Shop Foreman in the Highway Department, Grade 8, Step 1 at \$19.19 per hour.

Recommendation to promote Cari Krenik from a full time Agency Social Worker in Human Services, Grade 10, Step 5 at \$24.86 per hour to a full time Team Lead Social Worker, in Human Services, Grade 12, Step 3 at \$26.00 per hour, effective November 2, 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.

Recommendation to hire Sara Junker, full time Agency Social Worker in Human Services, as a Grade 10, Step 1 at \$21.55 per hour, effective November 9, 2015.

Recommendation to implement a Leadership Skills program for all county supervisors and department heads. The program's goal is to enhance and expand the individuals capacity to be effective in the leadership roles and processes to aid in setting direction, creating alignment and maintaining commitment for leaders of Le Sueur County.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 7

10:55 a.m. Don Hoffman (10 min)

RE: Savidge Lake Cemetery

Staff Contact:



Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 8

11:05 a.m. Todd Hagen, Ehlers (15 min)

RE: Pre-Sale Report Presentation

Staff Contact:

October 20, 2015

Pre-Sale Report for

Le Sueur County, Minnesota

\$2,575,000 General Obligation Bonds, Series 2015B



Prepared by:

Bruce Kimmel
Senior Municipal Advisor

And

Todd Hagen
Senior Municipal Advisor



Executive Summary of Proposed Debt

Proposed Issue:	\$2,575,000 General Obligation Bonds, Series 2015B
Purposes:	<p>The proposed issue includes financing for the following purposes:</p> <ul style="list-style-type: none"> To fund up to \$1.5 million of loans to County property owners through the Septic Upgrade Loan Program, and To effect a current refunding of the County's outstanding General Obligation Capital Improvement Plan Bonds, Series 2005B. Interest rates on the obligations proposed to be refunded are 3.85% to 4.05% and the estimated refunding rates are 0.80% to 1.70%. The refunding is expected to reduce the County's net interest expense by roughly \$67,213 over the next 6 years. The Net Present Value Benefit of the refunding is estimated to equal to 5.892% of the refunded principal. <p>This refunding is considered to be a Current Refunding as the obligations being refunded are either callable (pre-payable) now, or will be within 90 days of the date of issue of the new Bonds.</p> <p>Debt service for both purposes will be paid from general ad valorem taxes, although the County may determine whether to use Sulp loan repayments to reimburse itself for any portion of its Sulp-related debt service.</p>
Authority:	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475 and Section 115.57. The Bonds count against the County's General Obligation Debt Capacity Limit of 3% of market value.</p> <p>The Bonds will be general obligations of the County for which its full faith, credit and taxing powers are pledged.</p>
Term/Call Feature:	<p>The Bonds are being issued for just over a 10-year term, with the refunding portion extending 6 years of that 10 year total. Principal on the Bonds will be due on February 1 in the years 2017 through 2026. Interest is payable every six months beginning August 1, 2016.</p> <p>The Bonds maturing on and after February 1, 2025 will be pre-payable at the County's sole discretion on February 1, 2024 or any date thereafter.</p>
Bank Qualification:	<p>Because the County is expecting to issue no more than \$10,000,000 in tax exempt debt during the 2015 calendar year, the County will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>
Rating:	<p>The County's most recent bond issues were rated "AA" by Standard & Poor's. The County will request a new rating for the Bonds.</p>



Basis for Recommendation:	After considering several options, the County determined that a 10-year repayment of the \$1.5 million Sulp funding purpose best met its objectives.
Method of Sale/Placement:	<p>In order to obtain the lowest interest cost to the County, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.</p> <p>We have included an allowance for discount bidding equal to 1.20% of the principal amount of the issue. The discount provides the underwriter with all or a portion of its compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower the County's borrowing amount.</p> <p>Premium Bids: Under current market conditions, most investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium."</p> <p>For this issue of Bonds we have been directed to use any premium to reduce the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down.</p>
Review of Existing Debt:	We have reviewed all outstanding indebtedness for the County and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time. We will continue to monitor the market and the call dates for the County's outstanding debt and will alert you to any future refunding opportunities.
Continuing Disclosure:	Because the County has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the County will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain "material events" to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The County is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds are tax-exempt securities, the County must ensure compliance with certain IRS rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Signature, No-Litigation, Arbitrage Certificate and Purchase Price Receipt prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules.



<p>Risk Factors:</p>	<p>Current Refunding: The Bonds are being issued for the purpose of current refunding prior County debt obligations. Those prior debt obligations are “callable” now and can therefore be paid off within 90 days or less. The new Bonds will not be pre-payable before the refunding portion matures in full. This refunding is being undertaken based in part on an assumption that the County does not expect to have future revenues to pay off this debt and that market conditions warrant the refinancing at this time.</p>
<p>Other Service Providers:</p>	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Attorney: Dorsey & Whitney LLP</p> <p>Paying Agent: Bond Trust Services Corporation</p> <p>Rating Agency: Standard & Poor’s</p>

This presale report summarizes our understanding of the County’s objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the County’s objectives.



Proposed Debt Issuance Schedule

Pre-Sale Review by Board of Commissioners:	October 20, 2015
Distribute Official Statement:	Week of November 2, 2015
Conference with Rating Agency:	Week of November 2, 2015
Board of Commissioners Awards Sale of the Bonds:	November 17, 2015
Estimated Closing Date:	December 15, 2015
Redemption Date for Series 2005B Bonds	February 1, 2016

Attachments

- Sources and Uses of Funds
- Proposed Debt Service Schedule
- Refunding Savings Analysis
- Resolution Authorizing Ehlers to Proceed with Bond Sale

Ehlers Contacts

Municipal Advisors:	Bruce Kimmel	(651) 697-8572
	Todd Hagen	(651) 697-8508
Disclosure Coordinator:	Elizabeth Greiter	(651) 697-8550
Financial Analyst:	Alicia Gage	(651) 697-8551

The Official Statement for this financing will be mailed to the Board of Commissioners at their home addresses or e-mailed for review prior to the sale date.



Le Sueur County, Minnesota

\$2,575,000 General Obligation Bonds, Series 2015B

Issue Summary

Assumes Current Market BQ AA Rates plus 25bp

Total Issue Sources And Uses

Dated 12/15/2015 | Delivered 12/15/2015

	Septic Loan Program - New Money	Current Ref 05B Bds	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$1,550,000.00	\$1,025,000.00	\$2,575,000.00
Total Sources	\$1,550,000.00	\$1,025,000.00	\$2,575,000.00
Uses Of Funds			
Total Underwriter's Discount (1.200%)	18,600.00	12,300.00	30,900.00
Costs of Issuance	26,485.44	17,514.56	44,000.00
Deposit to Project Construction Fund	1,500,000.00	-	1,500,000.00
Deposit to Current Refunding Fund	-	1,000,000.00	1,000,000.00
Rounding Amount	4,914.56	(4,814.56)	100.00
Total Uses	\$1,550,000.00	\$1,025,000.00	\$2,575,000.00

Series 2015B GO Bonds - P | Issue Summary | 10/13/2015 | 2:52 PM



Le Sueur County, Minnesota

\$2,575,000 General Obligation Bonds, Series 2015B

Issue Summary

Assumes Current Market BQ AA Rates plus 25bp

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/15/2015	-	-	-	-	-
08/01/2016	-	-	23,584.04	23,584.04	-
02/01/2017	310,000.00	0.800%	18,783.75	328,783.75	352,367.79
08/01/2017	-	-	17,543.75	17,543.75	-
02/01/2018	310,000.00	0.950%	17,543.75	327,543.75	345,087.50
08/01/2018	-	-	16,071.25	16,071.25	-
02/01/2019	320,000.00	1.200%	16,071.25	336,071.25	352,142.50
08/01/2019	-	-	14,151.25	14,151.25	-
02/01/2020	320,000.00	1.350%	14,151.25	334,151.25	348,302.50
08/01/2020	-	-	11,991.25	11,991.25	-
02/01/2021	330,000.00	1.500%	11,991.25	341,991.25	353,982.50
08/01/2021	-	-	9,516.25	9,516.25	-
02/01/2022	335,000.00	1.700%	9,516.25	344,516.25	354,032.50
08/01/2022	-	-	6,668.75	6,668.75	-
02/01/2023	160,000.00	1.850%	6,668.75	166,668.75	173,337.50
08/01/2023	-	-	5,188.75	5,188.75	-
02/01/2024	160,000.00	2.000%	5,188.75	165,188.75	170,377.50
08/01/2024	-	-	3,588.75	3,588.75	-
02/01/2025	165,000.00	2.100%	3,588.75	168,588.75	172,177.50
08/01/2025	-	-	1,856.25	1,856.25	-
02/01/2026	165,000.00	2.250%	1,856.25	166,856.25	168,712.50
Total	\$2,575,000.00	-	\$215,520.29	\$2,790,520.29	-

Yield Statistics

Bond Year Dollars	\$12,694.03
Average Life	4.930 Years
Average Coupon	1.6978086%
Net Interest Cost (NIC)	1.9412301%
True Interest Cost (TIC)	1.9479365%
Bond Yield for Arbitrage Purposes	1.6892714%
All Inclusive Cost (AIC)	2.3240842%

IRS Form 8038

Net Interest Cost	1.6978086%
Weighted Average Maturity	4.930 Years

Le Sueur County, Minnesota

\$2,575,000 General Obligation Bonds, Series 2015B

Issue Summary

Assumes Current Market BQ AA Rates plus 25bp

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2016	-	-	-	-	-
02/01/2017	310,000.00	0.800%	42,367.79	352,367.79	369,986.18
02/01/2018	310,000.00	0.950%	35,087.50	345,087.50	362,341.88
02/01/2019	320,000.00	1.200%	32,142.50	352,142.50	369,749.63
02/01/2020	320,000.00	1.350%	28,302.50	348,302.50	365,717.63
02/01/2021	330,000.00	1.500%	23,982.50	353,982.50	371,681.63
02/01/2022	335,000.00	1.700%	19,032.50	354,032.50	371,734.13
02/01/2023	160,000.00	1.850%	13,337.50	173,337.50	182,004.38
02/01/2024	160,000.00	2.000%	10,377.50	170,377.50	178,896.38
02/01/2025	165,000.00	2.100%	7,177.50	172,177.50	180,786.38
02/01/2026	165,000.00	2.250%	3,712.50	168,712.50	177,148.13
Total	\$2,575,000.00	-	\$215,520.29	\$2,790,520.29	\$2,930,046.30

Significant Dates

Dated	12/15/2015
First Coupon Date	8/01/2016

Yield Statistics

Bond Year Dollars	\$12,694.03
Average Life	4.930 Years
Average Coupon	1.6978086%
Net Interest Cost (NIC)	1.9412301%
True Interest Cost (TIC)	1.9479365%
Bond Yield for Arbitrage Purposes	1.6892714%
All Inclusive Cost (AIC)	2.3240842%

IRS Form 8038

Net Interest Cost	1.6978086%
Weighted Average Maturity	4.930 Years

Le Sueur County, Minnesota

\$1,550,000 General Obligation Bonds, Series 2015B

Septic Loan Program - New Money

Assumes Current Market BQ AA Rates plus 25bp

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
12/15/2015	-	-	-	-	-
08/01/2016	-	-	15,481.00	15,481.00	-
02/01/2017	145,000.00	0.800%	12,330.00	157,330.00	172,811.00
08/01/2017	-	-	11,750.00	11,750.00	-
02/01/2018	145,000.00	0.950%	11,750.00	156,750.00	168,500.00
08/01/2018	-	-	11,061.25	11,061.25	-
02/01/2019	150,000.00	1.200%	11,061.25	161,061.25	172,122.50
08/01/2019	-	-	10,161.25	10,161.25	-
02/01/2020	150,000.00	1.350%	10,161.25	160,161.25	170,322.50
08/01/2020	-	-	9,148.75	9,148.75	-
02/01/2021	155,000.00	1.500%	9,148.75	164,148.75	173,297.50
08/01/2021	-	-	7,986.25	7,986.25	-
02/01/2022	155,000.00	1.700%	7,986.25	162,986.25	170,972.50
08/01/2022	-	-	6,668.75	6,668.75	-
02/01/2023	160,000.00	1.850%	6,668.75	166,668.75	173,337.50
08/01/2023	-	-	5,188.75	5,188.75	-
02/01/2024	160,000.00	2.000%	5,188.75	165,188.75	170,377.50
08/01/2024	-	-	3,588.75	3,588.75	-
02/01/2025	165,000.00	2.100%	3,588.75	168,588.75	172,177.50
08/01/2025	-	-	1,856.25	1,856.25	-
02/01/2026	165,000.00	2.250%	1,856.25	166,856.25	168,712.50
Total	\$1,550,000.00	-	\$162,631.00	\$1,712,631.00	-

Yield Statistics

Bond Year Dollars	\$8,923.06
Average Life	5.757 Years
Average Coupon	1.8225932%
Net Interest Cost (NIC)	2.0310419%
True Interest Cost (TIC)	2.0381782%
Bond Yield for Arbitrage Purposes	1.6892714%
All Inclusive Cost (AIC)	2.3637183%

IRS Form 8038

Net Interest Cost	1.8225932%
Weighted Average Maturity	5.757 Years

Series 2015B GO Bonds - P | Septic Loan Program - New | 10/13/2015 | 2:52 PM



Le Sueur County, Minnesota

\$1,550,000 General Obligation Bonds, Series 2015B

Septic Loan Program - New Money

Assumes Current Market BQ AA Rates plus 25bp

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2016	-	-	-	-	-
02/01/2017	145,000.00	0.800%	27,811.00	172,811.00	181,451.55
02/01/2018	145,000.00	0.950%	23,500.00	168,500.00	176,925.00
02/01/2019	150,000.00	1.200%	22,122.50	172,122.50	180,728.63
02/01/2020	150,000.00	1.350%	20,322.50	170,322.50	178,838.63
02/01/2021	155,000.00	1.500%	18,297.50	173,297.50	181,962.38
02/01/2022	155,000.00	1.700%	15,972.50	170,972.50	179,521.13
02/01/2023	160,000.00	1.850%	13,337.50	173,337.50	182,004.38
02/01/2024	160,000.00	2.000%	10,377.50	170,377.50	178,896.38
02/01/2025	165,000.00	2.100%	7,177.50	172,177.50	180,786.38
02/01/2026	165,000.00	2.250%	3,712.50	168,712.50	177,148.13
Total	\$1,550,000.00	-	\$162,631.00	\$1,712,631.00	\$1,798,262.55

Significant Dates

Dated	12/15/2015
First Coupon Date	8/01/2016

Yield Statistics

Bond Year Dollars	\$8,923.06
Average Life	5.757 Years
Average Coupon	1.8225932%
Net Interest Cost (NIC)	2.0310419%
True Interest Cost (TIC)	2.0381782%
Bond Yield for Arbitrage Purposes	1.6892714%
All Inclusive Cost (AIC)	2.3637183%

IRS Form 8038

Net Interest Cost	1.8225932%
Weighted Average Maturity	5.757 Years

Le Sueur County, Minnesota

\$1,025,000 General Obligation Bonds, Series 2015B

Current Ref 05B Bds

Assumes Current Market BQ AA Rates plus 25bp

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/15/2015	-	-	-	-	-
08/01/2016	-	-	8,103.04	8,103.04	-
02/01/2017	165,000.00	0.800%	6,453.75	171,453.75	179,556.79
08/01/2017	-	-	5,793.75	5,793.75	-
02/01/2018	165,000.00	0.950%	5,793.75	170,793.75	176,587.50
08/01/2018	-	-	5,010.00	5,010.00	-
02/01/2019	170,000.00	1.200%	5,010.00	175,010.00	180,020.00
08/01/2019	-	-	3,990.00	3,990.00	-
02/01/2020	170,000.00	1.350%	3,990.00	173,990.00	177,980.00
08/01/2020	-	-	2,842.50	2,842.50	-
02/01/2021	175,000.00	1.500%	2,842.50	177,842.50	180,685.00
08/01/2021	-	-	1,530.00	1,530.00	-
02/01/2022	180,000.00	1.700%	1,530.00	181,530.00	183,060.00
Total	\$1,025,000.00	-	\$52,889.29	\$1,077,889.29	-

Yield Statistics

Bond Year Dollars	\$3,770.97
Average Life	3.679 Years
Average Coupon	1.4025372%
Net Interest Cost (NIC)	1.7287131%
True Interest Cost (TIC)	1.7392742%
Bond Yield for Arbitrage Purposes	1.6892714%
All Inclusive Cost (AIC)	2.2328766%

IRS Form 8038

Net Interest Cost	1.4025372%
Weighted Average Maturity	3.679 Years

Le Sueur County, Minnesota

\$1,025,000 General Obligation Bonds, Series 2015B

Current Ref 05B Bds

Assumes Current Market BQ AA Rates plus 25bp

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2016	-	-	-	-
02/01/2017	179,556.79	179,556.79	189,722.50	10,165.71
02/01/2018	176,587.50	176,587.50	188,947.50	12,360.00
02/01/2019	180,020.00	180,020.00	192,980.00	12,960.00
02/01/2020	177,980.00	177,980.00	191,380.00	13,400.00
02/01/2021	180,685.00	180,685.00	189,580.00	8,895.00
02/01/2022	183,060.00	183,060.00	192,492.50	9,432.50
Total	\$1,077,889.29	\$1,077,889.29	\$1,145,102.50	\$67,213.21

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	63,730.14
Net PV Cashflow Savings @ 1.689%(Bond Yield)....	63,730.14
Contingency or Rounding Amount.....	(4,814.56)
Net Present Value Benefit	\$58,915.58
Net PV Benefit / \$1,078,227.92 PV Refunded Debt Service	5.464%
Net PV Benefit / \$1,000,000 Refunded Principal...	5.892%
Net PV Benefit / \$1,025,000 Refunding Principal..	5.748%

Refunding Bond Information

Refunding Dated Date	12/15/2015
Refunding Delivery Date	12/15/2015

Series 2015B GO Bonds - P | Current Ref 05B Bds | 10/13/2015 | 2:53 PM



Le Sueur County, Minnesota

\$1,025,000 General Obligation Bonds, Series 2015B

Current Ref 05B Bds

Assumes Current Market BQ AA Rates plus 25bp

Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
12/15/2015	-	-	-	-	-
02/01/2016	1,000,000.00	-	1,000,000.00	1,000,000.00	-
Total	\$1,000,000.00	-	\$1,000,000.00	\$1,000,000.00	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted
Cost of Investments Purchased with Bond Proceeds	1,000,000.00
Total Cost of Investments	\$1,000,000.00
Target Cost of Investments at bond yield	\$997,852.86
Actual positive or (negative) arbitrage	(2,147.14)
Yield to Receipt	-6.12E-12
Yield for Arbitrage Purposes	1.6892714%
State and Local Government Series (SLGS) rates for	9/10/2015

Series 2015B GO Bonds - P | Current Ref 05B Bds | 10/13/2015 | 2:53 PM



Le Sueur County, MN

\$2,145,000 G.O. Capital Improvement Plan Bonds, Series 2005B

Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/01/2016	-	-	19,861.25	19,861.25	-
02/01/2017	150,000.00	3.850%	19,861.25	169,861.25	189,722.50
08/01/2017	-	-	16,973.75	16,973.75	-
02/01/2018	155,000.00	3.850%	16,973.75	171,973.75	188,947.50
08/01/2018	-	-	13,990.00	13,990.00	-
02/01/2019	165,000.00	4.000%	13,990.00	178,990.00	192,980.00
08/01/2019	-	-	10,690.00	10,690.00	-
02/01/2020	170,000.00	4.000%	10,690.00	180,690.00	191,380.00
08/01/2020	-	-	7,290.00	7,290.00	-
02/01/2021	175,000.00	4.050%	7,290.00	182,290.00	189,580.00
08/01/2021	-	-	3,746.25	3,746.25	-
02/01/2022	185,000.00	4.050%	3,746.25	188,746.25	192,492.50
Total	\$1,000,000.00	-	\$145,102.50	\$1,145,102.50	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	12/15/2015
Average Life	3.748 Years
Average Coupon	4.0071253%
Weighted Average Maturity (Par Basis)	3.748 Years

Refunding Bond Information

Refunding Dated Date	12/15/2015
Refunding Delivery Date	12/15/2015

Le Sueur County, MN

\$2,145,000 G.O. Capital Improvement Plan Bonds, Series 2005B

Debt Service To Maturity And To Call

Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S
12/15/2015	-	-	-	-	-	-
02/01/2016	1,000,000.00	1,000,000.00	-	-	-	-
08/01/2016	-	-	-	-	19,861.25	19,861.25
02/01/2017	-	-	150,000.00	3.850%	19,861.25	169,861.25
08/01/2017	-	-	-	-	16,973.75	16,973.75
02/01/2018	-	-	155,000.00	3.850%	16,973.75	171,973.75
08/01/2018	-	-	-	-	13,990.00	13,990.00
02/01/2019	-	-	165,000.00	4.000%	13,990.00	178,990.00
08/01/2019	-	-	-	-	10,690.00	10,690.00
02/01/2020	-	-	170,000.00	4.000%	10,690.00	180,690.00
08/01/2020	-	-	-	-	7,290.00	7,290.00
02/01/2021	-	-	175,000.00	4.050%	7,290.00	182,290.00
08/01/2021	-	-	-	-	3,746.25	3,746.25
02/01/2022	-	-	185,000.00	4.050%	3,746.25	188,746.25
Total	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	-	\$145,102.50	\$1,145,102.50

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	12/15/2015
Average Life	3.748 Years
Average Coupon	4.0071253%
Weighted Average Maturity (Par Basis)	3.748 Years

Refunding Bond Information

Refunding Dated Date	12/15/2015
Refunding Delivery Date	12/15/2015

2005B GO CIP Bonds CR fil | SINGLE PURPOSE | 10/13/2015 | 2:53 PM



Le Sueur County, Minnesota

\$1,025,000 General Obligation Bonds, Series 2015B

Current Ref 05B Bds

Assumes Current Market BQ AA Rates plus 25bp

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2016	-	-	-	-	-
02/01/2017	165,000.00	0.800%	14,556.79	179,556.79	188,534.63
02/01/2018	165,000.00	0.950%	11,587.50	176,587.50	185,416.88
02/01/2019	170,000.00	1.200%	10,020.00	180,020.00	189,021.00
02/01/2020	170,000.00	1.350%	7,980.00	177,980.00	186,879.00
02/01/2021	175,000.00	1.500%	5,685.00	180,685.00	189,719.25
02/01/2022	180,000.00	1.700%	3,060.00	183,060.00	192,213.00
Total	\$1,025,000.00	-	\$52,889.29	\$1,077,889.29	\$1,131,783.75

Significant Dates

Dated	12/15/2015
First Coupon Date	8/01/2016

Yield Statistics

Bond Year Dollars	\$3,770.97
Average Life	3.679 Years
Average Coupon	1.4025372%
Net Interest Cost (NIC)	1.7287131%
True Interest Cost (TIC)	1.7392742%
Bond Yield for Arbitrage Purposes	1.6892714%
All Inclusive Cost (AIC)	2.2328766%

IRS Form 8038

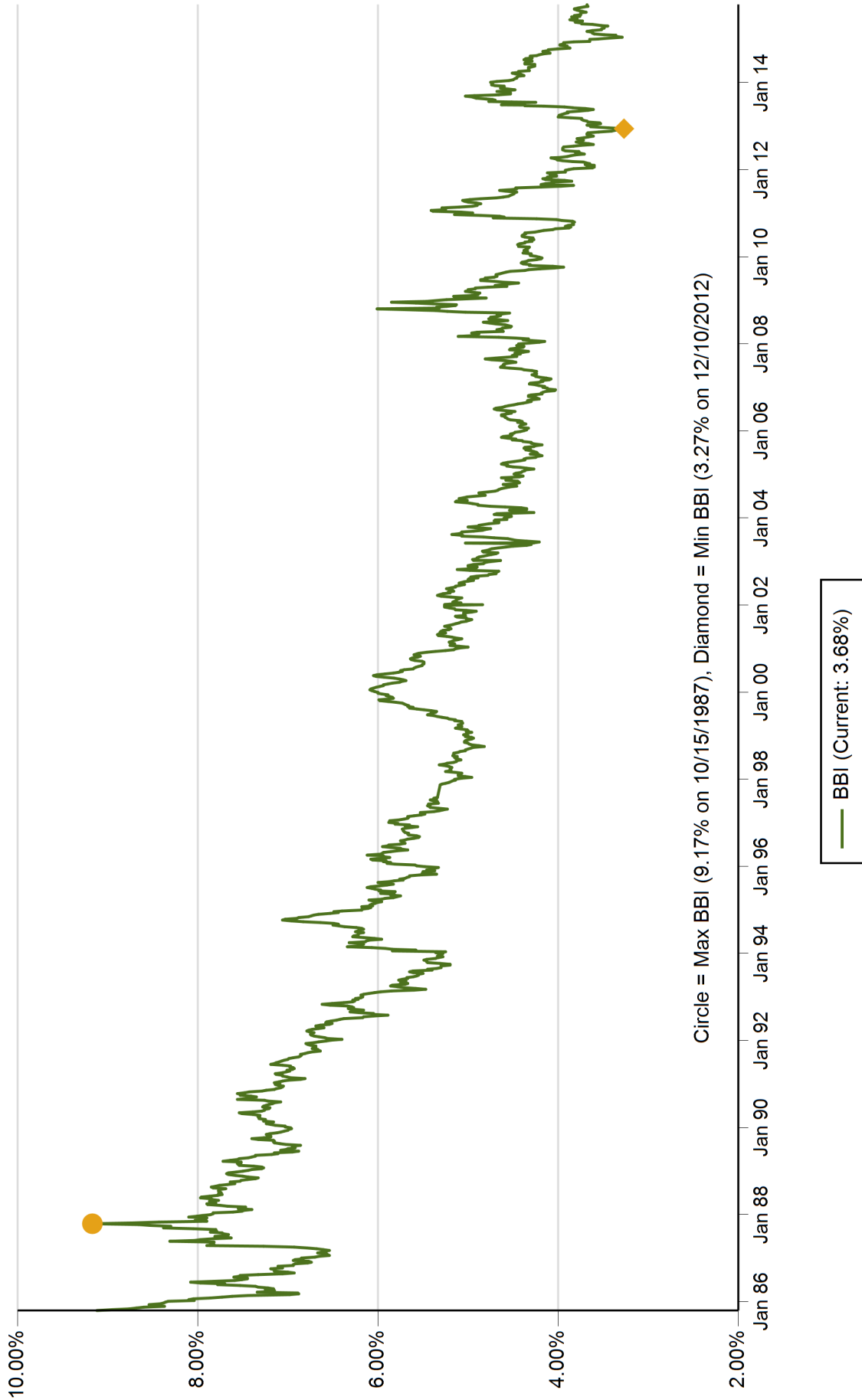
Net Interest Cost	1.4025372%
Weighted Average Maturity	3.679 Years

Series 2015B GO Bonds - P | Current Ref 05B Bds | 10/13/2015 | 2:53 PM



30 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates October, 1985 - October, 2015



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.



Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$2,575,000 General Obligation Bonds, Series 2015B**

- A. WHEREAS, the Board of Commissioners of the Le Sueur County, Minnesota has heretofore determined that it is necessary and expedient to issue the County's \$2,575,000 General Obligation Bonds, Series 2015B (the "Bonds"), to fund up to \$1.5 million of loans to County property owners through the Septic Upgrade Loan Program and to refund the County's outstanding G.O. Capital Improvement Plan Bonds, Series 2005B, for interest cost savings; and
- B. WHEREAS, the County has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The Board of Commissioners hereby authorizes Ehlers to assist the County for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The Board of Commissioners shall meet at 11:00 a.m. on November 17, 2015, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the County are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Board of Commissioners Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following Board of Commissioners Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 20th day of October, 2015.

Resolution No. _____

Council Member _____ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of
\$2,575,000 General Obligation Bonds, Series 2015B**

- A. WHEREAS, the Board of Commissioners of the Le Sueur County, Minnesota has heretofore determined that it is necessary and expedient to issue the County's \$2,575,000 General Obligation Bonds, Series 2015B (the "Bonds"), to fund up to \$1.5 million of loans to County property owners through the Septic Upgrade Loan Program and to refund the County's outstanding G.O. Capital Improvement Plan Bonds, Series 2005B, for interest cost savings; and
- B. WHEREAS, the County has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent financial advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The Board of Commissioners hereby authorizes Ehlers to assist the County for the sale of the Bonds.
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- 3. Official Statement. In connection with said sale, the officers or employees of the County are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the County upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by Board of Commissioners Member _____ and, after full discussion thereof and upon a vote being taken thereon, the following Board of Commissioners Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 20th day of October, 2015.



Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 9

11:20 a.m. Don Reak, Parks (10 min)

RE: Solar panel at Nye Park

RE: Mountain bike course at Nye Park

Staff Contact:



MONTGOMERY, MN (507)364-7520

KRIHA ELECTRIC, LLC
 507 4TH STREET SW
 MONTGOMERY, MN 56069
 Phone: 507-364-7520

PROPOSAL

PROPOSAL #	406	PAGE	1
DATE	09/22/2015		
DESC	SOLAR PROJECT		
LOC	28238 NATURE CENTER LN HENDERSON, MN 56044		
CONTACT	DON REAK		
PHONE	612-756-1359		

CUSTOMER

NEY NATURE CENTER
 28238 NATURE CENTER LN
 PO BOX 93
 HENDERSON, MN 56044

PROPOSAL: INSTALL A SOLAR ARRAY AT NEY NATURE CENTER.

SOLAR ARRAY:

SUPPLY AND INSTALL A POLE, POLE MOUNT RACKING SYSTEM, AND 4.275KW SOLAR ARRAY. SOLAR ARRAY TO CONSIST OF 15 285W SOLAR PANELS AND 15 MICROINVERTERS FED THROUGH A 30A/240V DISCONNECT TO A 2 POLE 30A BREAKER IN A SOLAR LOAD CENTER. PROPOSAL PRICE ALSO INCLUDES SITE EXCAVATION, CONCRETE FOOTING FOR POLE AND SETTING OF 21' POLE. PROPOSAL DOES NOT INCLUDE CLEARING OF VEGETATION AT PROPOSED SITE.

19,240.00

FEED FROM SOLAR LOAD CENTER TO UTILITY:

INSTALL A 100A SOLAR LOAD CENTER CAPABLE OF SUPPORTING UP TO 2 ADDITIONAL ARRAYS OTHER THAN THE PROPOSED ARRAY. SUPPLY AND INSTALL 100A/240V FEEDER FROM SOLAR LOAD CENTER TO PV SOLAR METER. RENOVATE EXISTING UTILITY SERVICE TO INCLUDE PV SOLAR METER, SOLAR 100A FUSED DISCONNECT AND NEW WOOD STRUCTURE TO SUPPORT EXISTING UTILITY EQUIPMENT AND THE ADDITION OF THE PV EQUIPMENT. UPDATE UTILITY SIDE EQUIPMENT AS NEEDED. SUPPLY AND INSTALL AN PV INTERACTIVE MONITORING SYSTEM TO ALLOW USERS ACCESS TO USAGE AND OTHER FEATURES.

6,444.00

ALL WIRING TO BE COMPLETED & INSPECTED ACCORDING TO THE NATIONAL ELECTRIC CODE.

KRIHA ELECTRIC, LLC, AND/OR ITS AFFILIATES, CANNOT BE LIABLE FOR BURIED PRIVATE UNDERGROUND UTILITIES & PRIVATELY INSTALLED UTILITY LINES HIDDEN FROM SIGHT. KRIHA ELECTRIC, LLC AND/OR ITS AFFILIATES, DOES NOT ASSUME RESPONSIBILITY FOR DAMAGES DONE TO PRIVATE UNDERGROUND UTILITIES WHILE PERFORMING SERVICES. PRIVATE UNDERGROUND UTILITIES INCLUDE, BUT ARE NOT LIMITED TO: PRIVATE NATURAL GAS OR PROPANE LINES, SPRINKLER LINES, ELECTRONIC DOG FENCES, PRIVATE TELEPHONE WIRE, PRIVATE TELEVISION CABLES, PRIVATE ELECTRICAL WIRING SUCH AS LANDSCAPE LIGHTING, SPRINKLER CONTROL WIRING, ANY BURIED ELECTRIC LINES, TILE LINES, SEPTIC LINES, AND WATER LINES.

GOPHER ONE WILL BE CALLED PRIOR TO ARE ARRIVAL, ALL PUBLIC UTILITIES WILL BE MARKED AT THAT TIME, PRIVATE UTILITIES WILL NOT BE MARKED SUCH AS PRIVATELY OWNED ELECTRIC AND GAS LINES WILL NOT BE MARKED. THIS INCLUDES, BUT IS NOT LIMITED TO, ELECTRICAL LINES EXTENDING TO OUT BUILDINGS, OUTDOOR LIGHTING, HOT TUBS, WELLS, SEPTICS, OR LIGHT POLES AND GAS LINES EXTENDED TO OUTBUILDINGS, OUTDOOR KITCHENS, FIREPLACES, OR GRILLS. KRIHA ELECTRIC, LLC AND/OR ITS AFFILIATES DOES NOT ASSUME RESPONSIBILITY FOR DAMAGES DONE TO THESE TYPES OF LINES.

VISIBLY MARK, WITH MARKING PAINT OR FLAGS, ANY PRIVATELY INSTALLED UTILITIES PRIOR TO DIGGING. WE WILL TAKE REASONABLE PRECAUTION TO AVOID DAMAGE TO THESE MARKED UTILITIES, HOWEVER PRE-NOTIFICATION OR MARKING DOES NOT PLACE DAMAGE LIABILITY ON KRIHA ELECTRIC, LLC OR ITS AFFILIATES.

THIS PROPOSAL DOES NOT INCLUDE ANY COSTS INCURRED BY THE UTILITY COMPANY.

DUE TO VOLATILE MATERIAL MARKETS, PRICES ARE VALID FOR A PERIOD OF 30 DAYS AND ARE SUBJECT TO CHANGE AFTER 30 DAYS OF PROPOSAL DATE.



KRIHA ELECTRIC, LLC
 507 4TH STREET SW
 MONTGOMERY, MN 56069
 Phone: 507-364-7520

PROPOSAL

MONTGOMERY, MN (507)364-7520

PROPOSAL #	406	PAGE	2
DATE	09/22/2015		
DESC	SOLAR PROJECT		
LOC	28238 NATURE CENTER LN HENDERSON, MN 56044		
CONTACT	DON REAK		
PHONE	612-756-1359		

CUSTOMER

NEY NATURE CENTER
 28238 NATURE CENTER LN
 PO BOX 93
 HENDERSON, MN 56044

We Propose hereby to furnish material and labor - complete in accordance with these specifications for the sum of: **\$25,684.00**

Twenty Five Thousand Six Hundred Eighty Four Dollars And 00 Cents

Payable as follows:

60% of proposal due at start of electrical work. Balance plus any extras not included in proposal due upon completion of electrical work.

Authorized Signature: **Date:**

Note: This Proposal may be withdrawn by us if not accepted within 30 Days

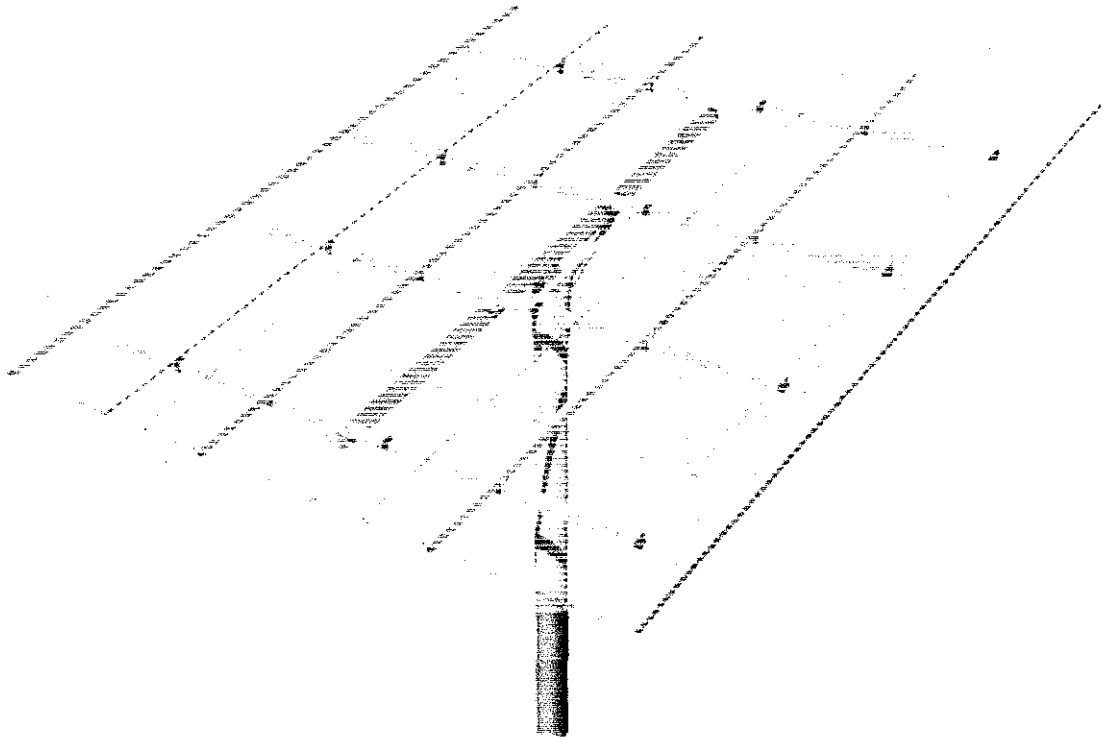
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. We are authorized to provide you with this notice: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

ACCEPTANCE OF PROPOSAL - The Prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: **Date:**

DPW TPM15-G Top-of-Pole Mount for 15 Type-G Modules

TPM15-G



(Image 1 of 1)



Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 10

11:30 a.m. Jim McMillen, Maintenance (15 min)

RE: Human Services Remodel

Staff Contact:



Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 11

11:45 a.m. Scott Gerr, MIS (10 min)

RE: Optical Fiber Network JPA

Staff Contact:

JOINT POWERS AGREEMENT FOR DEVELOPMENT OF OPTICAL FIBER NETWORK

This agreement is between the State of Minnesota, acting through its Commissioner of the Office of MN.IT Services (“MN.IT” and/or “State”), and the County of Le Sueur (“County”). The County is a Governmental Unit of the State of Minnesota.

1. General Purpose

This Agreement is made and entered into pursuant to Minnesota Statutes, Section 471.59, subdivision 10, the State and the County have an interest in continuing the development of an optical fiber based network. The fiber based network will provide a resilient connection from Le Center to the State networks called MNET. MNET provides interconnectivity between public sector entities and connectivity to the internet. The network equipment provided by the State enables the County to jointly and cooperatively develop and implement communications among other institutional sites. The network will be managed by the State through the State Agency MN.IT.

2. Effective Date and Term

The term of this Agreement shall commence on the *Effective date* of **October 15, 2015**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

This agreement will expire 30 (thirty) years from date of execution of the agreement.

3. Agreement for each entity

The intended use for new network fiber segment is to construct and manage a fiber optic network path providing resiliency for the purpose of delivering IP communications services among institutional sites and the State network as more fully described below.

3.1 Le Sueur County will:

- Pay a one-time fee in the amount \$100,000.00 (One Hundred Thousand Dollar) to the State of Minnesota, upon execution of this agreement, for the construction of dark fiber from Le Center intercepting an existing dark fiber path that runs from Shakopee to Mankato. Refer to Exhibit A, which is attached and incorporated into this contract.
- Provide or arrange for space and emergency access for State network equipment at Le Sueur County facilities as necessary for operating a public Institutional Network.

3.2 State will:

- Engineer, furnish, install, and maintain network equipment necessary to operate an Institutional Network on the new fiber path providing the resilient network IP path to Le Center.
- Reserve four (4) strands on the fiber provided under this agreement for the future use by Le Sueur County.
- Provide for all maintenance including locates and repairs on the new fiber path for the duration of the agreement.

4. Payment

The County will make one payment in the amount of \$100,000.00 (One Hundred Thousand Dollars), upon execution of this agreement. For future expenses, unless expressly provided in an amendment to this Agreement, each entity will bear its own to perform these duties.

5. Network Development, Design, Operation and Management

The State will design the Network and install and manage the electronic devices needed to make the network operational. The parties shall use all reasonable efforts to maintain their respective associated fiber facilities to enable the Network to remain fully functional.

6. Liaisons

To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance with the specifications and provide ongoing consultation, liaisons shall be designated by the Parties. The Parties shall inform the others, in writing, of any change in the designated liaison. At the time of execution of this Agreement the following persons are the designated liaisons:

The State's Liaison is:

Jim E. Johnson, Director of Network and Telecommunications Services
Minnesota Information Technology
658 Cedar St
St Paul, MN 55155
651.201.1016
Jim.e.Johnson@state.mn.us

Le Sueur's Liaison is:

Scott Gerr, MIS Director
Le Sueur County
88 park Avenue South
Le Center, MN 56067
507.357.8100
sgerr@co.le-sueur.mn.us

7. Assignment, Amendments, Waiver, and Contract Complete

7.1 Assignment. The County and/or State may not assign or transfer any rights or obligations under this Agreement without the prior consent of the other parties and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 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.

7.3 Waiver. If any Party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

7.4 Contract Complete. This Agreement contains all negotiations and agreements between the Parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind any party.

8. Liability and Insurance

Each party to this Agreement shall be liable for the acts of its own agents, volunteers or employees and the results thereof to the extent authorized by law and shall not be responsible for the acts of any other party, its agents, volunteers or employees.

It is understood and agreed that liability and damages arising from the parties' acts and omissions are governed by the provisions of the municipal Tort Claims Act, Minn. Stat. Ch. 466, the Minnesota Tort Claims Act, Minn. Stat. §3.736, as applicable, and other applicable laws. Each Party warrants that it is able to comply with the aforementioned liability and insurance requirements through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466 or Minn. Stat. §3.736, as applicable.

This agreement shall not be construed as and does not constitute a waiver by any Party of any conditions, exclusions or limitations on the Party's liability provided by Minnesota Statutes, Chapter 466, Minnesota Statutes § 3.736 or other applicable law. This clause will not be construed to bar any legal remedies that each party may have for another's failure to fulfill its obligations under this Agreement.

9. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or 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 Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by each Party under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by any Party under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by any Party.

If the Governmental Unit receives a request to release data referred to in this Clause, the Governmental Unit must immediately notify the State from whom the data originated. The originating State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or Federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Termination

12.1 Unless terminated sooner as provided by subparagraphs 12.2 & 12.3 herein, this Agreement shall terminate thirty (30) years after the effective date established in paragraph 2 of this Agreement.

12.2 Termination. This Agreement may be terminated by either party with or without cause, at any time after the initial ten (10) year period, from the date of execution, and after receipt of notice at least 180 days prior to termination.

12.3 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 other Parties. The State is not obligated to pay for any services that are provided after notice and effective date of termination. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the other Parties notice of the lack of funding within a reasonable time of the State's receiving that notice.

12.4 Ownership. At the end of the term of this Agreement or upon its termination the parties will each own four (4) strands each on the fiber from Le Sueur intercepting the Mankato to Shakopee fiber and the State will own the electronic devices it installed pursuant to this Agreement.

13. Miscellaneous Provisions

Except as otherwise provided herein, this Agreement may be amended by written consent of both parties. The addition of a new Party to this Agreement shall require a written amendment approved by all Parties.

Should any provision of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or article be found unlawful, representatives of the Parties shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be approved by the governing body of each Party.

The State of Minnesota, acting through its Office of MN.IT Services and LeSueur County hereby grant each other mutual continuing Licenses for access to their respective property as reasonably needed from time to time, for the installation, maintenance and repair of the Network, which Licenses shall remain in effect for the duration of this Agreement and for such limited time thereafter as is reasonably required for the Parties' access to and removal of their respective property. To the extent practicable, advance notice will be given and mutually convenient arrangements for such access shall be made, and all relevant safety and security policies and procedures of the party to whose property access is being granted shall be followed by the Party, or the Party's employees or agents, being granted access.

The Parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement and to the facilities, programs and staff for which each Party is responsible.

14. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts when taken together shall constitute but one and the same Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be executed by its duly authorized officers.

LE SUEUR COUNTY

Approved by Le Sueur County Board

By: _____

Date of signature: _____

Brent Christian
LeSueur County Attorney

By: _____

Date of signature: _____

**STATE OF MINNESOTA
Office of MN.IT Services**

By: _____

Print Name and Title

Date of signature: _____

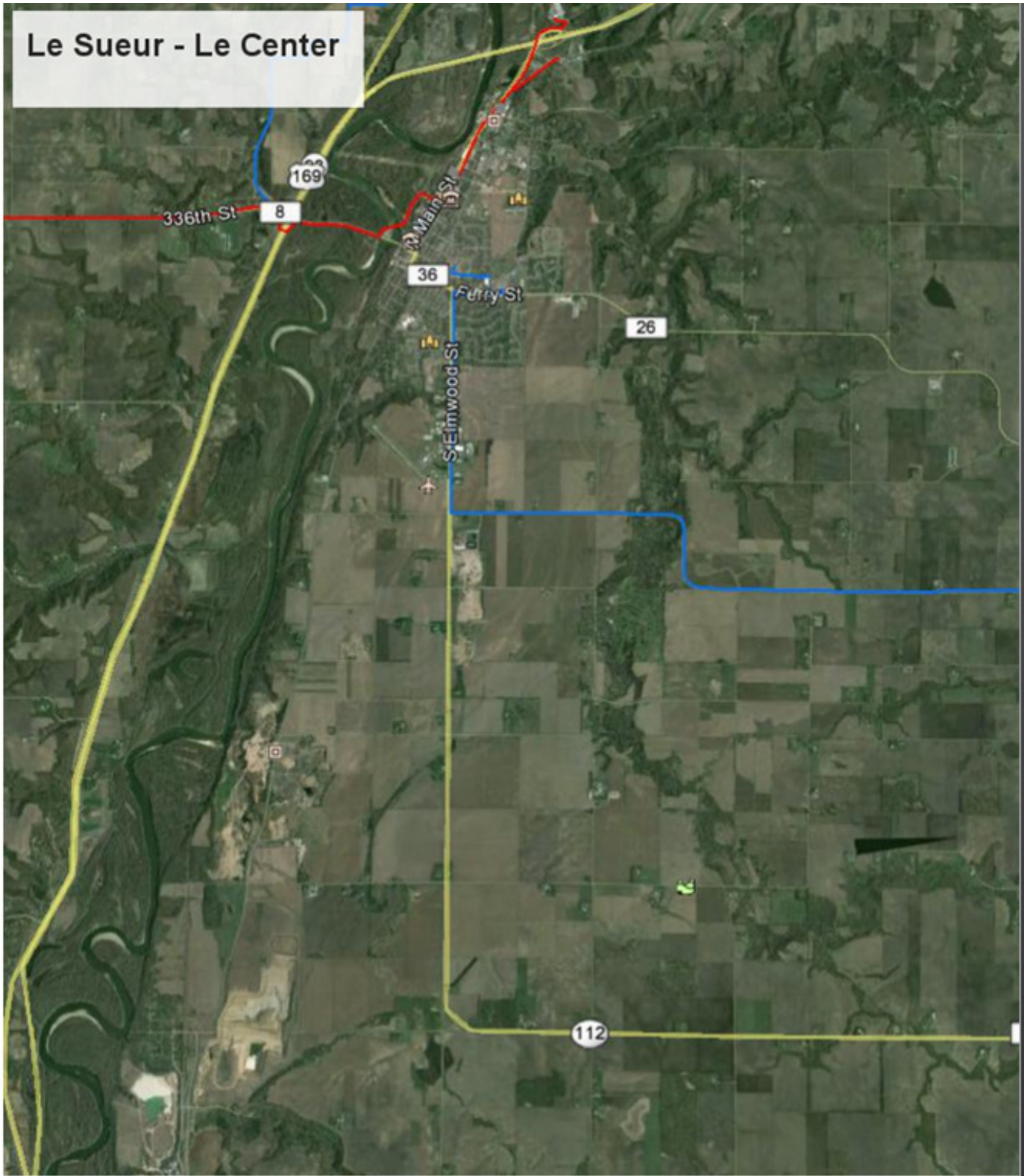
Commissioner of Administration
As delegated to Materials Management Division

By: _____

Print Name and Title

Date of signature: _____

Exhibit A





Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 12

11:55 a.m. Darrell Pettis, Administrator/Engineer

RE: MCIT

RE: Sanborn Lake Workshop, October 28th, 10:00 a.m.

RE: CD #38 Public Hearing, December 1st

RE: CD #58 Bid opening date and time, October 27th, 2:00 p.m.

RE: HSIP Curve Signing Improvements

RE: South Central Regional Transportation Meeting

RE: Lake Washington Public Hearing Notice

RE: Wheelage and Local Option Sales Tax

Staff Contact:



Minnesota Counties Intergovernmental Trust

100 Empire Drive, Suite 100
St. Paul, MN 55103-1885
www.mcit.org

Phone: 651-209-6400
Toll Free: 866-547-6516
Fax: 651-209-6496

BOARD OF DIRECTORS

Scott Sanders

Chair
Watonwan County
Commissioner

Felix Schmiesing

Vice-chair
Sherburne County
Commissioner

Graylen Carlson

Secretary/Treasurer
Lac qui Parle County
Commissioner

Kevin Corbid

Washington County
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Don Diedrich

Polk County
Commissioner

Richard Downham

Cass County
Commissioner

Charles Enter

Brown County
Administrator

Dan Kuhns

Waseca County
Commissioner

Randy Schreifels

Stearns County
Auditor-Treasurer

Oct. 5, 2015

To: MCIT Member County Commissioners, Auditors and Auditor/Treasurers

From: Steve Nelson, MCIT Deputy Director

RE: 2015 ANNUAL MEETING ANNOUNCEMENT AND NOTICE OF BOARD ELECTION

The 2015 MCIT Annual Membership Meeting will be held Monday, Dec. 7, 2015, at 4:00 p.m. in conjunction with the AMC annual conference at the River's Edge Convention Center in downtown St. Cloud. Registration will begin at 3:30 p.m.

MCIT is governed by a board of nine officials. Eight of the seats are at-large positions with four-year terms that can be filled by either a county commissioner or a county auditor/auditor-treasurer. No more than three auditors/auditor-treasurers may serve on the board at the same time. The final seat is a two-year term filled by a county administrator/coordinator who is recommended by the Minnesota Association of County Administrators. The MCIT Board must approve the recommendation.

The election of at-large positions is held during the Annual Meeting. Elections are required when the officer's term on the MCIT Board expires.

This year, three seats are up for election:

SEAT 1: Watonwan County Commissioner and MCIT Board Chair Scott Sanders has served on the Board since 2005. Sanders is seeking re-election to the board for a four-year term that expires Dec. 31, 2019.

SEAT 2: Sherburne County Commissioner and MCIT Vice Chair Felix Schmiesing has served on the Board since 2007. Schmiesing is seeking re-election to the board for a four-year term that expires Dec. 31, 2019.

SEAT 3: Stearns County Auditor-Treasurer Randy Schreifels has served on the Board since 2013. Schreifels is seeking re-election to the board for a four-year term that expires Dec. 31, 2019.

Prior to the Annual Meeting, county commissioners and county auditors/auditor-treasurers receive this letter as notice of the coming election. Persons interested in being a candidate are required to contact the MCIT deputy director. A nominating

"Providing Minnesota counties and associated members cost-effective coverage with comprehensive and quality risk management services."

committee appointed by the MCIT Board chair will review the qualifications of candidates.

Candidates selected by the Nominating Committee will be contacted prior to the MCIT Annual Meeting to schedule an interview in conjunction with the meeting. No applicant is guaranteed an interview.

The Nominating Committee makes a report to the membership during the Annual Meeting, placing the names of any candidates in nomination for consideration for the at-large position. Nominations from the floor are accepted when properly presented by a member's voting delegate.

Nominating speeches and candidate speeches may be permitted at the discretion of the board chair or his designee.

MCIT Board members must come from a county participating in MCIT and must be actively serving in the county. No county may have more than one representative on the MCIT Board.

Each county is allowed one vote for each open position. Prior to the annual meeting, each county must provide MCIT the name of its voting delegate and alternate. Only the voting delegate, or the alternate in the absence of the delegate, is allowed to make motions, nominate a candidate or vote.

For your consideration, you will find attached a job description, key roles and responsibilities for board members, and information about board and committee meetings. You are encouraged to contact the MCIT deputy director if you have questions regarding service on the MCIT Board.

If you are interested in being a candidate for election at the MCIT Annual Membership Meeting, it is necessary that you submit a letter of interest and qualifications designating which seat you are pursuing to MCIT Deputy Director Steve Nelson, MCIT, 100 Empire Dr., Suite 100, St. Paul, MN 55103-1885 or snelson@mcit.org by Nov. 12, 2015.



Building a Better World
for All of Us®

October 8, 2015

RE: HSIP Curve Signing Improvements
Le Sueur County, Minnesota
SEH No. LESUR 128502 65.00

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

Enclosed are five copies of Contract Documents (with Insurance Certificate attached) for the above referenced project which have been executed by the low bidder, A & H Co., Inc., Ironton, MN.

Please have your attorney review the Contracts and Insurance Certificates. Following approval, all copies of the Contracts should be signed by the proper County officials.

These Contracts should be processed as soon as possible since the Contractor cannot proceed on the project until the execution of the Contracts is completed. When this has been accomplished, please retain your copy for your records, submit the Agency copy to State Aid as appropriate, and return the balance to this office for distribution.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Cavett", written over a horizontal line.

Christopher M. Cavett, PE
Project Manager

jb

Enclosures

P:\KOLL\Lesur\128502\6-const-contracts\65-conform-cont\Contract Submittal Letter2.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 12 Civic Center Plaza, Suite 2088, Mankato, MN 56001-7787

SEH is 100% employee-owned | sehinc.com | 507.388.1989 | 877.316.7636 | 888.908.8166 fax



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PAUL R. SHNEIDER
prs@blethenlaw.com
Respond to Facsimile # (507) 345-8003

JAMES H. TURK**†
MICHAEL C. KARP*
SILAS L. DANIELSON
JULIA KETCHAM CORBETT†
CHRISTOPHER M. ROE
BENJAMIN D. MCANNICH
BETH A. SERRILL*
KEVIN A. VELASQUEZ
KIMBERLY A. LITEROVICH
JEFFREY A. GRACE
PAUL R. SHNEIDER

October 5, 2015

RE: NOTICE OF PUBLIC MEETING
Lake Washington Sanitary District
Our File No. 12064/001

Dear Property Owners:

This Notice is being sent to you because you are a property owner in the Lake Washington Sanitary District. In August of this year, the District took steps to create two separate taxing subdistricts to segregate the special costs of maintaining and operating the two separate wastewater collection systems: (i) the system serving those properties around Lake Washington and Lake George; and (ii) the system serving those properties around Lake Ballantyne and rural Madison Lake. The District mailed notice of the public hearing to all property owners within the District and published the notice in the Mankato Free Press. After the public meeting, the District voted to adopt an ordinance creating the two subdistricts.

The two taxing subdistricts are designed to segregate those costs and expenses that are unique to each wastewater collection system. In practical terms, the District is seeking to ensure that special costs and expenses that are unique to the Madison and Ballantyne Lakes Wastewater Collection System get paid for by those properties served by the Madison and Ballantyne Lakes Wastewater Collection System, rather than by the entire District. Similarly, special costs and expenses that are unique to the Lake Washington and George Wastewater Collection System will be paid for by those properties served by the Lake Washington and George Wastewater Collection System, rather than by the entire District. General administrative costs and costs that are not unique to either particular wastewater collection system will continue to be levied against the entire District.

The District has been informed that the certified list of addresses it received from one of the counties, and which it used to mail notice of the public hearing, was not accurate. To fulfill the necessary legal requirements, the District will be holding another public hearing to confirm the adoption of the ordinance creating the two subdistricts. Please find the Notice of Public Hearing enclosed. A copy of the ordinance is on file with the District's Secretary. If you have any questions, please contact the District's Secretary, Jim Deike, at 507-345-3354, or me.

Sincerely,

BLETHEN, GAGE & KRAUSE, PLLP

Paul R. Shneider
FOR THE FIRM
PRS/lkp
Enclosure: Notice of Public Meeting

100 Warren Street, Suite 400, Mankato, MN 56001
(B0405019 1)

P 507-345-1166

F 507-345-8003

* Board Certified as Civil Trial Lawyer
* Licensed to Practice in the State of Iowa
* Real Property Specialist
* Qualified Rule 144 Mediator

**STATE OF MINNESOTA
LAKE WASHINGTON SANITARY DISTRICT**

**NOTICE OF PUBLIC HEARING TO
RECONSIDER ORDINANCE CREATING TWO TAXING SUBDISTRICTS
WITHIN THE LAKE WASHINGTON SANITARY DISTRICT**

PLEASE TAKE NOTICE that the Board of Managers of the Lake Washington Sanitary District (the "District") will hold a public hearing to reconsider Ordinance 7.5.10 to create two taxing subdistricts. The proposed taxing subdistricts are numbered and defined as follows:

1. Subdistrict No. 1 – those properties in the District located around Lakes Washington and George within Sections 19 and 20, Township 109 North, Range 25 West in Blue Earth County and Sections 6, 7, 8, 9, 17 and 18, Township 109 North, Range 25 West in Le Sueur County, and Sections 1, 12, and 13, Township 109 North, Range 26 West in Le Sueur County
2. Subdistrict No. 2 – those properties in the District located around Lake Ballantyne and Madison Lake within Sections 28, 33, 35, and 36, Township 109 North, Range 25 West, and Sections 1, 2, 3, 10, and 11, Township 108 North, Range 25 West, all in Blue Earth County

The purpose of the taxing subdistricts is to enable the District to levy special taxes on all the taxable property therein. Said special taxes shall be accounted for separately and used only for the purpose of paying the cost of construction, improvement, acquisition, maintenance, or operation of such system, works, or facilities, or paying the principal and interest on bonds issued to provide funds therefor and expenses incident thereto for the particular area within each subdistrict.

The District will hold a public hearing in the Conference Room of the Mankato Regional Airport, 3030 Airport Road, Mankato, MN 56001, at 7:00 p.m. on Monday, October 26, 2015. Any person wishing to comment on the reconsideration of Ordinance 7.5.10 to create two subdistricts may appear and comment. Written comments may be sent to the attention of the Secretary of the Sanitary District at the following address:

Lake Washington Sanitary District
P.O. Box 3188
Mankato, MN 56001

Copies of the proposed Ordinance are available for public inspection in the office of the District's Secretary, 108 South Minnesota Avenue, Suite 400, St. Peter, MN 56082 during regular business hours.

Dated: September 28, 2015

Lake Washington Sanitary District

/s/ Lawrence Maruska
Chairman

Attest: /s/ James Deike
Secretary

{B0405940.1}



Progress In Motion
South Central Regional Transportation Meeting

Monday, November 2, 2015

2:00 pm to 4:00 pm

Greater Mankato Growth

1961 Premier Drive, Mankato, Minnesota

Welcome - Margaret Donahoe, Transportation Alliance
Tim Worke, Associated General Contractors of MN

Presentation of Local Needs

MnDOT District Engineer

County Commissioners

City Officials

Businesses

Transit System Managers

Discussion with Legislators

Invited: Senator Vicki Jensen
Senator Kathy Sheran
Senator Julie Rosen
Senator Gary Dahms
Rep. Clark Johnson
Rep. Jack Considine
Rep. Bob Gunther
Rep. Tony Cornish
Rep. John Petersburg
Rep. Brian Daniels
Rep. Paul Torkelson



**NEW FUNDING FOR
LOCAL TRANSPORTATION
-2013-
WHEELAGE AND
SALES TAX CHANGES
FOR COUNTIES**

-The Wheelage Tax-

The wheelage tax was authorized by the legislature in 1972 for counties in the Twin Cities metropolitan area at a rate of \$5 per vehicle. The authority to use this tax was not widely embraced because the law at that time required a reduction in the general levy equivalent to the revenue generated by the wheelage tax. The tax revenue must be deposited in the county road and bridge fund and must be used for highway purposes within the meaning of Article 14 of the Minnesota Constitution.

Transportation advocates including the Minnesota Transportation Alliance have been advocating for a number of years for changes to this law including the expansion of the authority and the repeal of the requirement for a corresponding reduction in the general levy. The first change to the law did repeal that requirement. Subsequent to that change in law, additional counties passed resolutions to impose the tax so that by 2013, five of the seven counties in the Twin Cities Metropolitan Area imposed the wheelage tax at \$5 per vehicle.

Advocates continued to push for expansion of the authority to all 87 counties and a change in the rate to allow the tax to be imposed by counties at a rate up to \$20 per vehicle.

During the 2013 Legislative Session, the Transportation Alliance worked to have a bill (SF891/HF931) introduced that would provide additional revenue for highways and transit and the language included the expansion of the wheelage tax to all 87 counties and the authority to charge up to \$20 per vehicle.

The Transportation Appropriations bill that was passed into law in 2013 – Chapter 117 (Article 3, section 4) - did include the expansion of the wheelage tax authority to all 87 counties. The rate was restricted to \$10 per vehicle from January 1, 2014 through December 31, 2017 due to computer programming issues at the Department of Public Safety. After January 1, 2018, all counties will be able to charge an amount up to \$20 per vehicle annually in any increment of a whole dollar. The new tax authority applies to a registration period starting on or after January 1, 2014.

The tax applies to most vehicles, but there are exemptions from the tax. The following vehicles are exempt from the wheelage tax: motorcycles, vertical motorcycles, recreational vehicles, prorated (MN trailer), moped, contract trailer, semi trailer, trailer (farm), state owned tax exempt and tax exempt vehicles, utility trailer, street rod, pioneer, classic, collector and classic motorcycle.

The wheelage tax does apply to: passenger vehicles, pickup trucks, one ton trucks, buses, class 2 city buses, school buses, farm trucks, concrete pump/sweepers, prorated trucks, commercial zone trucks, van pools, commercial trucks and prorated foreign trucks.

A county board may provide for the collection of the wheelage tax by resolution by county officials or it may request that the tax be collected by the state registrar of motor vehicles. If the tax is made collectible by the state registrar, it needs to be certified by the county auditor to the registrar no later than August 1 in the year before the calendar year or years for which the tax is levied.

The costs for each county are determined by the total costs of the program and the number of vehicles domiciled in each of the counties. Counties that pass a resolution imposing the wheelage tax should contact:

Patricia McCormack, Director
Driver and Vehicle Services Division
Minnesota Department of Public Safety
(651) 201-7580
patricia.mccormack@state.mn.us

Ms. McCormack will set up a meeting to discuss the costs involved and the set up process.

If all 87 counties were to impose the wheelage tax at the \$10 per vehicle rate, we estimate that the tax would generate approximately \$46.8 million in the coming year. A five-cent increase in the state motor fuel tax would generate approximately \$41 million for the County State Aid Fund. Money generated through the wheelage tax does not have to be spent exclusively on the State Aid system.

Estimated Revenue of Wheelage Fee by County-2014

*Estimate based on a \$10 charge per vehicle

DISCLAIMER: These numbers are estimates by Alliance staff for planning purposes only. These estimates were derived from information from the Department of Revenue, state budget forecast and Department of Public Safety.

Aitkin	\$164,700
Anoka	\$2,719,990
Becker	\$313,980
Beltrami	\$342,960
Benton	\$316,240
Big Stone	\$59,830
Blue Earth	\$501,850
Brown	\$284,280
Carlton	\$318,880
Carver	\$734,360
Cass	\$257,940
Chippewa	\$126,450
Chisago	\$538,090
Clay	\$464,070
Clearwater	\$95,220
Cook	\$52,780
Cottonwood	\$122,670
Crow Wing	\$602,430
Dakota	\$3,347,760
Dodge	\$193,600
Douglas	\$360,420
Faribault	\$163,840
Fillmore	\$234,500
Freeborn	\$288,100
Goodhue	\$462,830
Grant	\$73,430

Hennepin	\$8,923,970
Houston	\$196,110
Hubbard	\$190,350
Isanti	\$334,640
Itasca	\$422,630
Jackson	\$108,470
Kanabec	\$147,070
Kandiyohi	\$398,240
Kittson	\$54,560
Koochiching	\$130,110
Lac Qui Parle	\$80,960
Lake	\$108,410
Lake of the Woods	\$44,510
Le Sueur	\$309,940
Lincoln	\$67,610
Lyon	\$244,960
Mahnomen	\$40,540
Marshall	\$114,420
Martin	\$191,820
McLeod	\$356,820
Meeker	\$222,820
Mille Lacs	\$280,420
Morrison	\$344,080
Mower	\$353,010
Murray	\$101,770
Nicollet	\$259,500
Nobles	\$204,820
Norman	\$75,420
Olmsted	\$1,200,540
Otter Tail	\$568,650

Pennington	-\$136,350
Pine	-\$272,900
Pipestone	-\$106,680
Polk	-\$300,800
Pope	-\$114,910
Ramsey	-\$3,801,960
Red Lake	-\$47,440
Redwood	-\$172,220
Renville	-\$173,530
Rice	-\$530,690
Rock	-\$93,880
Roseau	-\$170,200
Scott	-\$1,048,040
Sherburne	-\$778,690
Sibley	-\$147,080
St. Louis	-\$1,687,700
Stearns	-\$1,336,410
Steele	-\$336,200
Stevens	-\$93,660
Swift	-\$112,970
Todd	-\$230,360
Traverse	-\$41,160
Wabasha	-\$236,900
Wadena	-\$150,790
Waseca	-\$181,440
Washington	-\$2,027,890
Watonwan	-\$113,440
Wilkin	-\$75,960
Winona	-\$390,190
Wright	-\$1,119,590
Yellow Medicine	-\$114,420

-The Local Option Sales Tax-

The authority for a Local Option Sales tax for Transportation was enacted as part of the comprehensive transportation funding bill passed in 2008 – Chapter 152.

Local sales tax authority included in Chapter 152 allowed the seven counties in the Twin Cities Metropolitan Area to impose a ¼ cent local sales tax for transit purposes. Five of the seven counties in the Metropolitan Area have formed a joint powers board – the Counties Transit Improvement Board (CTIB) and have been levying this tax to fund transit projects.

For counties outside of the metropolitan transportation area, a single county or group of counties acting under a joint powers agreement, may impose a local sales tax of up to ½ of one percent and an excise tax of \$20 per motor vehicle. Motor vehicles are not included in the taxable sales that the increased sales tax would apply to so the \$20 per vehicle fee is imposed instead of increasing the sales tax rate on those vehicles.

The Minnesota Transportation Alliance supported removing the referendum requirement for imposition of the local option sales tax outside of the metropolitan transportation area and included this language in SF891/HF931 that was introduced during the 2013 Session.

Under the law passed in 2008, the local sales tax and excise tax authorized outside of the metropolitan transportation area were subject to approval of the voters in each county at a general election. The Transportation Appropriations bill passed in 2013 – Chapter 117 – removed the requirement for holding a referendum in order to impose the tax. Now the tax may be imposed by resolution of the county board or boards following a public hearing.

According to the new language passed in 2013, the proceeds of the tax must be dedicated exclusively to:

- 1) **Payment of the capital cost of a specific transportation project or improvement;**
- 2) **Payment of the costs, which may include both capital and operating costs, of a specific transit project or improvement;**
- 3) **Payment of the capital costs of a safe routes to school program under section 174.40; or**
- 4) **Payment of transit operating costs.**

The transportation or transit project or improvement must be designated by the board of the county or more than one county acting under a joint powers board. Except for taxes for operating costs of a transit project or improvement, or for transit operations, the taxes must terminate when revenues raised are sufficient to finance the project.

The new language was made effective the day following final enactment of the law.

The administration, collection, and enforcement provisions in Minnesota Statutes section 297A.99, subdivisions 4 and 6 to 12, apply to all taxes imposed under this section.

MS 291A.99, Subdivision 12 states that a political subdivision may impose a tax under this section starting only on the first day of a calendar quarter. A political subdivision may repeal a tax under this section stopping only on the last day of a calendar quarter.

(b) The political subdivision shall notify the commissioner of revenue at least 90 days before imposing, changing the rate of, or repealing a tax under this section.

(c) The political subdivision shall change the rate of tax imposed under this section starting only on the first day of a calendar quarter, and only after the commissioner has notified sellers at least 60 days prior to the change.

(d) The political subdivision shall apply the rate change for sales tax imposed under this section to purchases from printed catalogs, wherein the purchaser computed the tax based upon local tax rates published in the catalog, starting only on the first day of a calendar quarter, and only after the commissioner has notified sellers at least 120 days prior to the change.

(e) The political subdivision shall apply local jurisdiction boundary changes to taxes imposed under this section starting only on the first day of a calendar quarter, and only after the commissioner has notified sellers at least 60 days prior to the change.

The project must serve a transportation purpose but the language does not specifically require the funding to be used for roadways or bridges. A building that served a transportation purpose would qualify. Bus purchases would not qualify but bus facilities would fall into the category of transit capital.

The 80 counties outside of the Twin Cities Metropolitan Area could generate over \$145 million in new revenue for transportation with the imposition of a ½ cent local sales tax in each county.

Estimated New Revenue of 1/2 Cent Local Option Sales Tax by County

DISCLAIMER: These numbers are estimates by Alliance staff for planning purposes only. These estimates were derived from information from the Department of Revenue, state budget forecast and Department of Public Safety.

County	2014 Projection	2015 Forecast	2016 Forecast	2017 Forecast
Aitkin	\$710,657	\$732,862	\$755,550	\$775,928
Becker	\$1,965,684	\$2,027,104	\$2,089,860	\$2,146,225
Beltrami	\$2,958,212	\$3,050,643	\$3,145,087	\$3,229,912
Benton	\$2,270,491	\$2,341,434	\$2,413,921	\$2,479,026
Big Stone	\$155,042	\$159,886	\$164,836	\$169,281
Blue Earth	\$7,431,952	\$7,664,169	\$7,901,441	\$8,114,547
Brown	\$1,595,238	\$1,645,083	\$1,696,012	\$1,741,755
Carlton	\$1,492,892	\$1,539,538	\$1,587,200	\$1,630,008
Cass	\$1,335,145	\$1,376,863	\$1,419,489	\$1,457,773

County	2014 Projection	2015 Forecast	2016 Forecast	2017 Forecast
Chippewa	\$847,913	\$874,406	\$901,477	\$925,790
Chisago	\$1,501,782	\$1,548,706	\$1,596,652	\$1,639,715
Clay	\$2,697,808	\$2,782,103	\$2,868,233	\$2,945,591
Clearwater	\$238,281	\$245,726	\$253,334	\$260,166
Cook	\$640,149	\$660,151	\$680,589	\$698,945
Cottonwood	\$447,554	\$461,538	\$475,827	\$488,660
Crow Wing	\$5,565,039	\$5,738,923	\$5,916,592	\$6,076,166
Dodge	\$528,401	\$544,912	\$561,781	\$576,933
Douglas	\$3,350,872	\$3,455,572	\$3,562,552	\$3,658,636
Faribault	\$676,335	\$697,468	\$719,061	\$738,454
Fillmore	\$855,791	\$882,531	\$909,853	\$934,392
Freeborn	\$1,852,329	\$1,910,206	\$1,969,343	\$2,022,458
Goodhue	\$2,169,556	\$2,237,345	\$2,306,610	\$2,368,821
Grant	\$199,030	\$205,248	\$211,603	\$217,310
Houston	\$476,945	\$491,848	\$507,075	\$520,751
Hubbard	\$971,549	\$1,001,906	\$1,032,924	\$1,060,782
Isanti	\$2,185,815	\$2,254,112	\$2,323,896	\$2,386,573
Itasca	\$2,621,603	\$2,703,517	\$2,787,214	\$2,862,387
Jackson	\$421,983	\$435,168	\$448,641	\$460,741
Kanabec	\$403,520	\$416,128	\$429,011	\$440,582
Kandiyohi	\$3,707,096	\$3,822,927	\$3,941,280	\$4,047,578
Kittson	\$153,307	\$158,097	\$162,991	\$167,387
Koochiching	\$843,868	\$870,235	\$897,177	\$921,374
Lac Qui Parle	\$228,715	\$235,862	\$243,163	\$249,722
Lake	\$1,034,945	\$1,067,282	\$1,100,324	\$1,130,000
Lake of the Woods	\$367,650	\$379,137	\$390,875	\$401,417
Le Sueur	\$686,151	\$707,590	\$729,496	\$749,171
Lincoln	\$217,901	\$224,709	\$231,666	\$237,914
Lyon	\$3,012,592	\$3,106,723	\$3,202,903	\$3,289,287
Mahnomen	\$333,651	\$344,077	\$354,729	\$364,296
Marshall	\$272,753	\$281,276	\$289,983	\$297,804
Martin	\$999,047	\$1,030,263	\$1,062,158	\$1,090,805
McLeod	\$2,189,550	\$2,257,964	\$2,327,867	\$2,390,651
Meeker	\$960,449	\$990,459	\$1,021,122	\$1,048,663
Mille Lacs	\$956,073	\$985,946	\$1,016,469	\$1,043,884
Morrison	\$1,278,816	\$1,318,773	\$1,359,600	\$1,396,270

County	2014 Projection	2015 Forecast	2016 Forecast	2017 Forecast
Mower	\$1,645,381	\$1,696,792	\$1,749,322	\$1,796,502
Murray	\$297,729	\$307,031	\$316,537	\$325,074
Nicollet	\$1,210,139	\$1,247,950	\$1,286,585	\$1,321,285
Nobles	\$1,243,448	\$1,282,300	\$1,321,999	\$1,357,654
Norman	\$231,206	\$238,430	\$245,812	\$252,441
Olmsted	\$12,370,865	\$12,757,402	\$13,152,353	\$13,507,079
Otter Tail	\$4,250,850	\$4,383,671	\$4,519,383	\$4,641,274
Pennington	\$1,013,325	\$1,044,987	\$1,077,339	\$1,106,395
Pine	\$987,294	\$1,018,142	\$1,049,663	\$1,077,973
Pipestone	\$419,038	\$432,131	\$445,509	\$457,525
Polk	\$1,417,451	\$1,461,740	\$1,506,994	\$1,547,638
Pope	\$381,071	\$392,978	\$405,144	\$416,071
Red Lake	\$147,392	\$151,998	\$156,703	\$160,930
Redwood	\$944,642	\$974,159	\$1,004,317	\$1,031,404
Renville	\$539,592	\$556,452	\$573,679	\$589,152
Rice	\$2,710,126	\$2,794,806	\$2,881,329	\$2,959,040
Rock	\$319,699	\$329,688	\$339,895	\$349,062
Roseau	\$725,808	\$748,486	\$771,658	\$792,470
Sherburne	\$3,830,620	\$3,950,311	\$4,072,607	\$4,182,447
Sibley	\$301,989	\$311,425	\$321,066	\$329,725
St. Louis	\$16,190,061	\$16,695,932	\$17,212,814	\$17,677,054
Stearns	\$11,560,101	\$11,921,305	\$12,290,372	\$12,621,850
Steele	\$2,869,528	\$2,959,188	\$3,050,801	\$3,133,082
Stevens	\$616,754	\$636,025	\$655,715	\$673,400
Swift	\$457,405	\$471,697	\$486,300	\$499,416
Todd	\$505,402	\$521,194	\$537,329	\$551,821
Traverse	\$119,427	\$123,159	\$126,972	\$130,396
Wabasha	\$644,005	\$664,128	\$684,688	\$703,154
Wadena	\$796,674	\$821,566	\$847,001	\$869,845
Waseca	\$698,379	\$720,201	\$742,497	\$762,523
Watonwan	\$410,464	\$423,290	\$436,394	\$448,164
Wilkin	\$139,622	\$143,984	\$148,442	\$152,446
Winona	\$2,738,739	\$2,824,313	\$2,911,749	\$2,990,281
Wright	\$6,548,722	\$6,753,342	\$6,962,416	\$7,150,196
Yellow Medicine	\$355,330	\$366,432	\$377,776	\$387,965

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Le Sueur County, MN

Tuesday, October 20, 2015

Board Meeting

Item 13

Future Meetings

Staff Contact:

Future Meetings 2015

October 20, 2015	Board Meeting, 9:00 a.m.
October 27, 2015	Board Meeting, 9:00 a.m. *CD #16 Redetermination of Benefits Public Hearing, 9:30 a.m. **Nicollet/Le Sueur Joint Meeting, 12:00 in the President's Dining Room at the Student Center at Gustavus College in St. Peter
October 28, 2015	*Sanborn Lake Workshop, 10:00 a.m. in Courtroom A **Scott-Le Sueur General Information Ditch Workshop, 1:00 – 4:00 p.m. at the Nye Center
November 3, 2015	Board Meeting, 9:00 a.m. *JD #1 Lat 2 Public Hearing, 1:30 p.m. at the Scott County Government Center in Shakopee
November 4, 2015	District 7 Meeting, 9:00 a.m. at Riverside Town & Country Club in Blue Earth
November 10, 2015	No Board Meeting
November 11, 2015	Offices closed for Veteran's Day
November 12, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
November 17, 2015	Board Meeting, 9:00 a.m.
November 17, 2015	Le Sueur – Waseca Community Health Board (CHB) 1:30pm in the Waterville City Council Chambers
November 19, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building

November 24, 2015	Board Meeting, 9:00 a.m.
November 26-27, 2015	Offices Closed for Thanksgiving
December 1, 2015	Board Meeting, 9:00 a.m. and CD #38 Public Hearing, 10:00 a.m. held at the Le Center American Legion
December 8, 2015	No Board Meeting
December 10, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
December 15, 2015	Board Meeting, 4:30 p.m. *Final Levy and Budget Public Hearing, 6:00 p.m. at the LSC Courthouse in the Commission Chambers
December 17, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
December 22, 2015	Board Meeting, 9:00 a.m.
December 24, 2015	Offices Close at Noon for Christmas
December 25, 2015	Offices Closed for Christmas
December 29, 2015	No Board Meeting