

1. 9:00 AM Call Board Of Commissioners Meeting To Order
  - 1.I. Pledge Of Allegiance
  - 1.II. Agenda Review And Approval
  - 1.III. Consent Agenda Review And Approval
    1. July 16, 2019 Board Minutes and Summary Minutes
    2. Electronic Funds Transfer Report

Documents:

[JULY 16, 2019 BOARD MINUTES.PDF](#)  
[JULY 16, 2019 SUMMARY MINUTES.PDF](#)  
[ELECTRONIC FUNDS TRANSFER REPOR1.PDF](#)

2. 9:02 AM Public Open Forum

Note: This opportunity is reserved for private citizens only - not employees, unions or other organized groups funded by or associated with Le Sueur County. There is a three minute time limit per person to discuss topics that are not already on the meeting agenda for the day. The Board will not take action at the time of the presentation, but will direct County staff to respond appropriately to issues raised by citizens.
3. 9:10 AM Joshua Mankowski, P&Z Administrator (10 Min)
  1. Requests for Action

Documents:

[07-23-19 RFA.PDF](#)  
[07-11-19 DRAFT MINUTES.PDF](#)

4. 9:20 AM Ann Traxler (10 Min)
  1. Out of State Travel Request to attend the Association for Threat Assessment Professionals Training in Los Angeles, California.
  2. Update on the FEMA Declaration and recent flooding in Le Sueur County
5. 9:30 AM Brian Kunz, Adolfson & Peterson (5 Min)
  1. Request for Justice Center Contract Approval for Midwest Specialty Maintenance
6. 9:35 AM Cindy Westerhouse, HR Director

Documents:

[JULY 23 HR AGENDA.PDF](#)

7. 9:40 AM Darrell Pettis, County Administrator
  1. Committee Appointment: Commissioner O'Keefe as liaison to the Le Sueur County Historical Society
  2. Broadband Update
8. 9:45 AM Brett Mason, Sheriff
  1. Cannon River Drug and Violent Offender Task Force JPA

Documents:

[TASK FORCE JPA 2019 \(004\).PDF](#)

9. 10:00 AM West Jefferson SSD Improvement Hearing

Documents:

[RESOLUTION CONTINGENT AWARD OF CONTRACT.PDF](#)  
[RESOLUTION ORDERING IMPROVEMENT.PDF](#)  
[WEST JEFFERSON\\_PRELIMINARY ASSESSMENT ROLL\\_7-18-19.PDF](#)

10. Commissioner Committee Reports

11. Future Meetings

Documents:

[JULY 23 FM.PDF](#)

12. Adjourn

13. Work Session With Sheriff - 2020 Budget And Staffing

## **Minutes of Le Sueur County Board of Commissioners Meeting July 16, 2019**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, July 16, 2019 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlfing and Danny O'Keefe and Lance Wetzel. Also present were County Administrator Darrell Pettis and County Attorney Brent Christian.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the amended agenda for the business of the day to include Barbara Droher Kline to speak on rural broadband.

On motion by Rohlfing, seconded by O'Keefe and unanimously approved, the Board approved the consent agenda:

- Approved the July 2, 2019 Board Minutes and Summary Minutes
- Approved tobacco license applications for Camp Dels in Waterville and Mac's Bar in Le Sueur.
- Approved the Electronic Funds Transfer Report:
  - 7/2/19 Transferred \$1,000,000.00 from Hometown Bank of Cleveland to First National Bank of Le Center to cover Commissioner Claims and County Auditor Claims.
  - 7/9/19 Transferred \$800,000.00 from First State Bank of Le Center to Cornerstone State Bank of Le Sueur to cover payroll.

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

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign a 2019 Purchase of Service Agreement between Blue Earth County Human Services and Le Sueur County Human Services.

On motion by Gliszinski, seconded by O'Keefe and unanimously approved, the Board approved the Human Services claims:

Financial:	\$ 44,053.40
Soc Services:	\$163,066.64

Barbara Droher Kline appeared before the Board in support of a rural broadband project.

Chris Konechne with Finley Engineering appeared before the Board with a Broadband Feasibility Study presentation.

Tyler Luethje, Parks Director appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved and authorized the Board Chair to sign a Greater Minnesota Regional Parks and Trails Commission Memorandum Agreement.

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

On motion by Wetzel, seconded by O'Keefe and unanimously approved, the Board approved to accept a proposal from ISG for Professional Design Services for Sakatah Lake Area Drainage Project in Le Sueur County.

On motion by O'Keefe, seconded by Rohlfing and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign the following Resolution for the Emergency Repair of County Drainage Systems.

WHEREAS, the County of Le Sueur, Minnesota has sustained severe losses of major proportions, brought on by flood conditions occurring in 2019 and

WHEREAS, Le Sueur County is a public entity within the State of Minnesota; and

WHEREAS, Le Sueur County has received a Presidential Disaster Declaration; and

WHEREAS, Le Sueur County suffered significant damages to county drainage systems, rendering them in need of immediate repair

WHEREAS, immediate repair of flood damaged county ditches is necessary to facilitate recovery and emergency aid efforts, to facilitate effective and timely delivery of emergency services, and to facilitate safe travel for public, government, and business purposes; and

WHEREAS, immediate contracting of emergency ditch repairs, without the requirement of bids, bonds and advertising, is necessary to protect public health, safety and welfare;

NOW, THEREFORE, BE IT RESOLVED, that the Le Sueur County Board of Commissioners, acting on behalf of and for the people of Le Sueur County, hereby declare that, pursuant to Minnesota Statutes 103E.705 Subd. 7 For the Repair and Construction After Disaster: the drainage authority may repair and reconstruct the drainage system without advertising for bids and without regard to the \$1,000 per mile of open ditch or the dollar amount requiring the solicitation of sealed bids under section 471.345, subdivision 3, limitation if:

(1) A drainage system is destroyed or impaired by floods, natural disaster, or unforeseen circumstances;

(2) The area where the drainage system is located has been declared a disaster area by the President of the United States and federal funds are available for repair or reconstruction; and

(3) The public interests would be damaged by repair or reconstruction being delayed.

THEREFORE, BE IT FURTHER RESOLVED, that Le Sueur County is hereby authorized to immediately enter into necessary contracts for emergency repair of damaged and negatively impacted county ditches without the requirement for solicitation of bids, bonds and advertising; said authorization to remain in place until modified or rescinded by this board.

**Commissioner Committee Reports:**

- Commissioner Wetzel attended a CHB Meeting and a SWCD Tour
- Commissioner O’Keefe attended a CHB Meeting and a SWCD Tour
- Commissioner Rohlfig attended a CHB Meeting and an MVAC Meeting
- Commissioner Gliszinski attended a CHB Meeting and a P&Z Meeting
- Commissioner King attended a Justice Center progress meeting, Le Sueur – Waseca Library Board Meeting and a SVCD Tour

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

<b>Warrant #</b>	<b>Vendor Name</b>	<b>Amount</b>
55385	Adara Home Health Inc	\$ 2,160.00
55387	Advanced Correctional Healthcare Inc.	\$ 2,484.67
55389	Ag Partners Coop	\$ 24,319.20
55392	Baker Tilly Virchow Krause LLP	\$ 4,628.00
55400	Blue Earth County	\$ 2,039.50
55401	Bolton & Menk Inc.	\$ 35,849.00
55412	Christian, Keogh, Moran & King	\$ 2,691.10
55415	City of Waterville	\$ 3,009.42
55416	Civic Plus	\$ 5,070.00
55417	Contech Engineered Solutions LLC	\$ 9,998.80
55419	Department of Corrections	\$ 17,521.08
55425	Earl F. Andersen	\$ 5,422.50
55430	General Office Products Co.	\$268,479.62
55437	Guardian Fleet Safety LLC	\$ 5,648.84
55443	Hillyard-Hutchinson	\$ 34,361.28
55447	I & S Group Inc.	\$ 8,724.53
55454	Johnson Aggregates	\$ 44,712.74
55466	Mariska Enterprises	\$ 3,874.00
55473	MN Paving & Materials	\$ 6,130.19
55475	MN CCC	\$ 13,917.25
55490	Paragon Printing & Mailing Inc.	\$ 3,974.36
55499	RJ Thomas Mfg Co. Inc.	\$ 5,823.00
55503	Selly Excavating Inc.	\$ 30,556.25
55511	Technical Resource Management LLC	\$ 2,145.00

<b>55514</b>	<b>Tim Miller Electric Inc.</b>	<b>\$ 2,543.96</b>
<b>55518</b>	<b>Traxler Construction Inc.</b>	<b>\$ 2,249.78</b>
<b>55526</b>	<b>Twist Op-Office Etc</b>	<b>\$ 7,594.77</b>
<b>55532</b>	<b>Waterford Oil Co. Inc.</b>	<b>\$ 15,821.47</b>
<b>55536</b>	<b>Wondra Automotive Inc.</b>	<b>\$ 2,614.16</b>
<b>55540</b>	<b>Ziegler Inc.</b>	<b>\$ 7,180.08</b>
<b>55541</b>	<b>2<sup>nd</sup> Wind Exercise Equipment Inc.</b>	<b>\$ 9,525.00</b>
<b>127</b>	<b>Claims paid less than \$2,000.00:</b>	<b>\$ 44,462.79</b>
<b>31</b>	<b>Claims paid more than \$2,000.00:</b>	<b>\$591,069.55</b>
<b>158</b>	<b>Total all claims paid:</b>	<b>\$635,532.34</b>

On motion by Wetzel, seconded by O’Keefe and unanimously approved, the Board adjourned until Tuesday, August 6, 2019 at 9:00 a.m.

**ATTEST:** \_\_\_\_\_  
**Le Sueur County Administrator**                      **Le Sueur County Chairman**

**Summary Minutes of Le Sueur County Board of Commissioners Meeting, July 16, 2019**

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator’s Office at 88 S Park Ave. Le Center, MN and are available at [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us).
- Approved the amended agenda. (Gliszinski-Wetzel)
- Approved the consent agenda. (Rohlfing-O’Keefe)
- Approved a 2019 Purchase of Service Agreement between Blue Earth and Le Sueur County Human Services. (Wetzel-Gliszinski)
- Approved Human Services claims: Financial \$ 44,053.40 and Soc Services \$163,066.64 (Gliszinski-O’Keefe)
- Approved a Greater Minnesota Regional Parks and Trails Commission Memorandum Agreement. (Gliszinski-Rohlfing)
- Approved a proposal from ISG for Professional Design Services for Sakatah Lake Area Drainage Project in Le Sueur County. (Wetzel-O’Keefe)
- Approved a Resolution for the Emergency Repair of County Drainage Systems. (O’Keefe-Rohlfing)
- The following claims were approved for payment: (Wetzel-Rohlfing)

Warrant #	Vendor Name	Amount
55385	Adara Home Health Inc	\$ 2,160.00
55387	Advanced Correctional Healthcare Inc.	\$ 2,484.67
55389	Ag Partners Coop	\$ 24,319.20
55392	Baker Tilly Virchow Krause LLP	\$ 4,628.00
55400	Blue Earth County	\$ 2,039.50
55401	Bolton & Menk Inc.	\$ 35,849.00
55412	Christian, Keogh, Moran & King	\$ 2,691.10
55415	City of Waterville	\$ 3,009.42
55416	Civic Plus	\$ 5,070.00
55417	Contech Engineered Solutions LLC	\$ 9,998.80
55419	Department of Corrections	\$ 17,521.08
55425	Earl F. Andersen	\$ 5,422.50
55430	General Office Products Co.	\$268,479.62
55437	Guardian Fleet Safety LLC	\$ 5,648.84
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55511	Technical Resource Management LLC	\$ 2,145.00
55514	Tim Miller Electric Inc.	\$ 2,543.96
55518	Traxler Construction Inc.	\$ 2,249.78
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55536	Wondra Automotive Inc.	\$ 2,614.16
55540	Ziegler Inc.	\$ 7,180.08
55541	2 <sup>nd</sup> Wind Exercise Equipment Inc.	\$ 9,525.00
127	Claims paid less than \$2,000.00:	\$ 44,462.79
31	Claims paid more than \$2,000.00:	\$591,069.55
158	Total all claims paid:	\$635,532.34

•Adjourned until Tuesday, August 6, 2019 at 9:00 a.m. (Wetzel-O'Keefe)

ATTEST: Le Sueur County Administrator      Le Sueur County Chairman



Electronic Funds Transfer Report:

7/17/19 Transferred \$22,656.93 from Hometown Bank (2015A Bond Proceeds) to First National Bank of Le Center draw.

**LE SUEUR COUNTY PLANNING AND ZONING COMMISSION**  
**July 23, 219**

**TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS**

**FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION**

**SUBJECT: "REQUEST FOR ACTION"**

The Planning Commission recommends your action on the following items:

**ITEM #1: JOSH NELSON, NELSON IMPORTS, KASOTA, MN (APPLICANT\OWNER):**  
Request that the County grant a Conditional Use Permit to allow the applicant to expand an existing automobile sales and service business to include a salvage yard in an Industrial "I" District. Property is located in the in the SW 1/4 NW 1/4, Section 28, Kasota Township.

**Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the attached findings for this request:**

Therefore, the Planning Commission recommends **Approval** of the application with the following conditions:

1. To work with Safety Kleen for the disposal of all automotive fluids and hazardous materials removed from the vehicles.
2. Vehicles and vehicle parts to be re-purposed or sold to be stored under roof or covered as to not be exposed to precipitation and stored in a manner that will allow for the employees to inspect for leaks or damage.
3. Contact the Kasota Fire Department to check if it would like to do a walk-thru of the facility or receive a map of the facility in case the Fire Department needs to respond to an emergency at the property.

**ITEM #2: JAMES & BRENDA KOLLAR, OWATONNA, MN (APPLICANT\OWNER):**  
Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of 2 cubic yards of material within the bluff, and 87 cubic yards on the lot for the construction of stairs in the bluff, bluff impact zone and shore impact zone; construction of a patio and retaining walls outside the bluff impact zone and outside the Shore Impact Zone in a Recreational Residential "RR" District, on German Lake, a Recreational Development "RD" lake. Property is located at Lot 11, Stavenau Beach, Section 9, Elysian Township.

**Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the attached findings for this request:**

Therefore, the Planning Commission recommends **Approval** of the application with the following conditions:

1. The applicant meets with Holly Kalbus to discuss meeting the requirements of the Variance after redesigning the retaining walls and keeping the well house.

**ITEM #3: JANICE SHELTON, KASOTA, MN (APPLICANT\OWNER):** Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of 277 cubic yards of material on a lot in an Urban/Rural Residential "RR" District. Property is located an Outlot A, Thunderbird Hills, Section 17, Kasota Township.

**Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the attached findings for this request:**

Therefore, the Planning Commission recommends **Approval** of the application as presented:

**ITEM #4: JANICE SHELTON, KASOTA, MN (APPLICANT\OWNER):** Request that the County grant a Conditional Use Permit to allow a temporary dwelling for the elderly within an existing dwelling in an Urban/Rural Residential “RR” District. Property is located an Outlot A, Thunderbird Hills, Section 17, Kasota Township.

**Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the attached findings for this request:**

Therefore, the Planning Commission recommends **Approval** of the application as presented.

ACTION: ITEM #1: \_\_\_\_\_

ITEM #2: \_\_\_\_\_

ITEM #3: \_\_\_\_\_

ITEM #4: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY ADMINISTRATOR’S SIGNATURE: \_\_\_\_\_

**ITEM # 1 FINDINGS OF FACT**

**WHEREAS, JOSH NELSON, NELSON IMPORTS, KASOTA, MN (APPLICANT\OWNER)** has applied for a Conditional Use Permit to allow the applicant to expand an existing automobile sales and service business to include a salvage yard in an Industrial “I” District. Property is located in the in the SW 1/4 NW 1/4, Section 28, Kasota Township.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission held on public hearing on July 11, 2019 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends Approval of the application due to the following findings:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. **Proposal is better than the old junk yard.***
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. **From the proposal, signage will be comparable to what is already in use at Josh Nelson’s other business.***
6. *The Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

**WHEREAS,** On July 23, 2019, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by **JOSH NELSON, NELSON IMPORTS, KASOTA, MN (APPLICANT\OWNER).**

**NOW, THEREFORE, IT IS HEREBY RESOLVED,** the following Findings of Fact were adopted at the July 23, 2019 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. **Proposal is better than the old junk yard.***
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*

5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. **From the proposal, signage will be comparable to what is already in use at Josh Nelson's other business.***
6. *The Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

**BE IT FURTHER RESOLVED**, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow the applicant to expand an existing automobile sales and service business to include a salvage yard in an Industrial "I" District. Property is located in the SW 1/4 NW 1/4, Section 28, Kasota Township, is **APPROVED/DENIED**.

ATTEST:

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John King, Chairman, Le Sueur County Board of Commissioners.

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Darrell Pettis, Le Sueur County Administrator

DATE: \_\_\_\_\_

## ITEM # 2 FINDINGS OF FACT

**WHEREAS, JAMES & BRENDA KOLLAR, OWATONNA, MN (APPLICANT\OWNER)** has applied for a Conditional Use Permit to allow grading, excavating, and filling of 2 cubic yards of material within the bluff, and 87 cubic yards on the lot for the construction of stairs in the bluff, bluff impact zone and shore impact zone; construction of a patio and retaining walls outside the bluff impact zone and outside the Shore Impact Zone in a Recreational Residential “RR” District, on German Lake, a Recreational Development “RD” lake. Property is located at Lot 11, Stavenau Beach, Section 9, Elysian Township.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission held on public hearing on July 11, 2019 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends Approval of the application due to the following findings:

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
- 4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
- 5. Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
- 6. The Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
- 7. The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

**WHEREAS,** On July 23, 2019, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **APPROVED/DENIED** the Conditional Use Permit application as requested by **JAMES & BRENDA KOLLAR, OWATONNA, MN (APPLICANT\OWNER)**.

**NOW, THEREFORE, IT IS HEREBY RESOLVED,** the following Findings of Fact were adopted at the July 23, 2019 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
- 4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*

5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
6. *The Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

**BE IT FURTHER RESOLVED**, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow grading, excavating, and filling of 2 cubic yards of material within the bluff, and 87 cubic yards on the lot for the construction of stairs in the bluff, bluff impact zone and shore impact zone; construction of a patio and retaining walls outside the bluff impact zone and outside the Shore Impact Zone in a Recreational Residential “RR” District, on German Lake, a Recreational Development “RD” lake. Property is located at Lot 11, Stavenau Beach, Section 9, Elysian Township, is **APPROVED/DENIED**.

ATTEST:

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John King, Chairman, Le Sueur County Board of Commissioners.

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Darrell Pettis, Le Sueur County Administrator

DATE: \_\_\_\_\_

### ITEM # 3 FINDINGS OF FACT

**WHEREAS, JANICE SHELTON, KASOTA, MN (APPLICANT\OWNER)** has applied for a Conditional Use Permit to allow grading, excavating, and filling of 277 cubic yards of material on a lot in an Urban/Rural Residential “RR” District. Property is located an Outlot A, Thunderbird Hills, Section 17, Kasota Township.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission held on public hearing on July 11, 2019 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends Approval of the application due to the following findings:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. **Will be an improvement to the area.***
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
6. *The Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

**WHEREAS,** On July 23, 2019, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **APPROVED/DENIED** the Conditional Use Permit application as requested by **JANICE SHELTON, KASOTA, MN (APPLICANT\OWNER)**.

**NOW, THEREFORE, IT IS HEREBY RESOLVED,** the following Findings of Fact were adopted at the July 23, 2019 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. **Will be an improvement to the area.***
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control*



*lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*

6. *The Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

**BE IT FURTHER RESOLVED**, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow grading, excavating, and filling of 277 cubic yards of material on a lot in an Urban/Rural Residential “RR” District. Property is located an Outlot A, Thunderbird Hills, Section 17, Kasota Township, is **APPROVED/DENIED**.

ATTEST:

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John King, Chairman, Le Sueur County Board of Commissioners.

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Darrell Pettis, Le Sueur County Administrator

DATE: \_\_\_\_\_

**ITEM # 4 FINDINGS OF FACT**

**WHEREAS, JANICE SHELTON, KASOTA, MN (APPLICANT\OWNER)** has applied for a Conditional Use Permit to allow a temporary dwelling for the elderly within an existing dwelling in an Urban/Rural Residential “RR” District. Property is located an Outlot A, Thunderbird Hills, Section 17, Kasota Township.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission held on public hearing on July 11, 2019 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

**WHEREAS,** the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends Approval of the application due to the following findings:

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
- 4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
- 5. Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
- 6. The Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
- 7. The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

**WHEREAS,** On July 23, 2019, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners **APPROVED/DENIED** the Conditional Use Permit application as requested by **JANICE SHELTON, KASOTA, MN (APPLICANT\OWNER)**.

**NOW, THEREFORE, IT IS HEREBY RESOLVED,** the following Findings of Fact were adopted at the July 23, 2019 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
- 4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
- 5. Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*

6. *The Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*

7. *The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

**BE IT FURTHER RESOLVED**, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow a temporary dwelling for the elderly within an existing dwelling in an Urban/Rural Residential “RR” District. Property is located an Outlot A, Thunderbird Hills, Section 17, Kasota Townshi., is **APPROVED/DENIED**.

ATTEST:

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John King, Chairman, Le Sueur County Board of Commissioners.

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Darrell Pettis, Le Sueur County Administrator

DATE: \_\_\_\_\_

**LE SUEUR COUNTY PLANNING AND ZONING COMMISSION**  
**88 SOUTH PARK AVE.**  
**LE CENTER, MINNESOTA 56057**  
**July 11, 2019**

**MEMBERS PRESENT:** Don Reak, Jeanne Doheny, Shirley Katzenmeyer, Al Gehrke,  
Pam Tietz, Scott Vonlehe, Commissioner Gliszinski

**MEMBERS ABSENT:** Doug Krenik

**OTHERS PRESENT:** Joshua Mankowski

1. The meeting was called to order at 7:00 p.m. by Chairperson Jeanne Doheny.
2. Agenda. Motion to approve agenda was made by Shirley Katzenmeyer. Second by Don Reak. Approved.
3. Minutes from June 13, 2019 Meeting. Motion to approve minutes was made by Don Reak. Second by Al Gehrke. Approved.
4. Applications

**ITEM #1: JOSH NELSON, NELSON IMPORTS, KASOTA, MN (APPLICANT\OWNER):**  
Request that the County grant a Conditional Use Permit to allow the applicant to expand an existing automobile sales and service business to include a salvage yard in an Industrial "I" District. Property is located in the in the SW 1/4 NW 1/4, Section 28, Kasota Township.

Joshua Mankowski presented power point presentation. Josh Nelson was present for the application.

TOWNSHIP: Notified. Response None.

DNR: Notified. Response None.

LETTERS: Amy Beatty, Environmental Programs Specialist stating her recommended conditions for approval.

PUBLIC COMMENT: None.

Discussion was held regarding: There have been no known complaints filed with Planning and Zoning on Josh Nelson's business. The business focuses on European vehicles and has been in operation for 6.5-7 years. Discussion was had involving the old junk yard. Access, signage, fencing, and parking were discussed. There was conversation on the use of the existing house and septic system. There was a discussion on how vehicle fluids would be handled and disposed of. There was conversation about proposed online and in-person sales in the proposal. Conditions proposed in the letter from Amy Beatty were discussed.

Findings by majority roll call vote:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. **Proposal is better than the old junk yard.***

2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. **From the proposal, signage will be comparable to what is already in use at Josh Nelson's other business.***
6. *The Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

Motion was made by Don Reak to Approve the application with conditions. 1. To work with Safety Kleen for the disposal of all automotive fluids and hazardous materials removed from the vehicles. 2. Vehicles and vehicle parts to be re-purposed or sold to be stored under roof or covered as to not be exposed to precipitation and stored in a manner that will allow for the employees to inspect for leaks or damage. 3. Contact the Kasota Fire Department to check if it would like to do a walk-thru of the facility or receive a map of the facility in case the Fire Department needs to respond to an emergency at the property.

Second by Al Gehrke. Motion approved. Motion carried.

**ITEM #2: JAMES & BRENDA KOLLAR, OWATONNA, MN (APPLICANT\OWNER):** Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of 2 cubic yards of material within the bluff, and 87 cubic yards on the lot for the construction of stairs in the bluff, bluff impact zone and shore impact zone; construction of a patio and retaining walls outside the bluff impact zone and outside the Shore Impact Zone in a Recreational Residential "RR" District, on German Lake, a Recreational Development "RD" lake. Property is located at Lot 11, Stavenau Beach, Section 9, Elysian Township.

Joshua Mankowski presented power point presentation. James Kollar was present for the application.

TOWNSHIP: Notified. Response None.

DNR: Notified. Response None.

LETTERS: Holly Kalbus, Environmental Resources Specialist stating her recommendation for approval.

PUBLIC COMMENT: None.

Discussion was held regarding: There was discussion about the grading plan, removal of the current structures including the deck located within the bluff, and future construction plans on the site. The Variance and well house were discussed as well as changes in retaining wall designs after the approval of the Variance. Discussion was held about meeting with Holly Kalbus to address concerns about the changes in design since the Variance.

Findings by majority roll call vote:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity*

- for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
  3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
  4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
  5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
  6. *The Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
  7. *The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

Motion was made by Shirley Katzenmeyer to Approve the application with the condition that the applicant meets with Holly Kalbus to discuss meeting the requirements of the Variance after redesigning the retaining walls and keeping the well house.

Second by Pam Tietz. Motion approved. Motion carried.

**ITEM #3: JANICE SHELTON, KASOTA, MN (APPLICANT/OWNER):** Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of 277 cubic yards of material on a lot in an Urban/Rural Residential "R1" District. Property is located on Outlot A, Thunderbird Hills, Section 17, Kasota Township.

Joshua Mankowski presented power point presentation. Janice Shelton was present for the application.

TOWNSHIP: Notified. Response None.

DNR: Notified. Response None.

LETTERS: None.

PUBLIC COMMENT: None.

Discussion was held regarding: Janice Shelton discussed the current state of the house, how she obtained the home, how she is downsizing, and her intent to remodel the current house and add a lower level to the garage. The lower level will allow for additional storage and parking and allow access to the lower level of the house. The secondary driveway, grading plan, and retaining walls were discussed.

Findings by majority roll call vote:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. **Will be an improvement to the area.***
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided.*

4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
6. *The Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

Motion was made by Al Gehrke to Approve the application as presented.

Second by Pam Tietz. Motion approved. Motion carried.

**ITEM #4: JANICE SHELTON, KASOTA, MN (APPLICANT\OWNER):** Request that the County grant a Conditional Use Permit to allow a temporary dwelling for the elderly within an existing dwelling in an Urban/Rural Residential "R1" District. Property is located on Outlot A, Thunderbird Hills, Section 17, Kasota Township.

Joshua Mankowski presented power point presentation. Janice Shelton was present for the application.

TOWNSHIP: Notified. Response None.

DNR: Notified. Response None.

LETTERS: None.

PUBLIC COMMENT: None

Discussion was held regarding: Janice Shelton's living situation with her sister and brother-in-law was discussed. There was discussion on the house design, dedicated access to the lower level, stairs were planned to connect the two levels, and that the upstairs and downstairs won't be made into two separate living units.

Findings by majority roll call vote:

1. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
3. *Adequate utilities, access roads, drainage and other facilities have been or are being provided.*
4. *Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.*
5. *Adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*
6. *The Conditional Use Permit is consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.*
7. *The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

Motion was made by Shirley Katzenmeyer to Approve the application as presented.

Second by Don Reak. Motion approved. Motion carried.

5. Discussion Items: A moratorium has been placed on solar gardens and farms for a period of one year or until new Ordinances are adopted to better govern solar. Work will need to be done to finalize the Ordinance that has already been started. We do have two solar garden proposals for the next meeting. Discussion was had on how these applications were accepted with the County's moratorium and the County's inability to enforce Waterville Township's moratorium on solar. We may want to start working on an Ordinance for Cannabis next. Medical Cannabis is legal in Minnesota and there have been a few inquiries about this venture in Le Sueur County. At this point, the initial proposals over the phone did not fit into the Agriculture District, and there were no follow up questions. Some discussion on a possible moratorium for Cannabis production was had.
6. Warrants/Claim-signatures.
7. Motion to adjourn meeting by Shirley Katzenmeyer. Second by Al Gehrke. Motion approved. Motion carried.

Respectfully submitted,

Joshua Mankowski

*Tape of meeting is on file in the  
Le Sueur County Environmental Services Office*





# Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

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

Cindy Westerhouse – Human Resources Director

## HUMAN RESOURCES

### AGENDA ITEMS

July 23, 2019

Recommendation to hire Austin Bachman as a full time Correctional Officer in the Sheriff's Office, Grade 6, Step 4 at \$20.86 per hour, effective July 24, 2019.

Recommendation to grant regular status to Jesse Aland, full time Help Desk Supervisor in the Information Technology Department, effective July 21, 2019.

Recommendation to post and request the merit list for a full time Agency Social Worker in Human Services, Grade 11, Step 4 at \$27.92 per hour.

## JOINT POWERS AGREEMENT

### CANNON RIVER DRUG AND VIOLENT OFFENDER TASK FORCE

The parties to this Agreement are units of government responsible for the enforcement of controlled substance laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. **Name.** The parties hereby establish the Cannon River Drug and Violent Offender Task Force (CRDVOTF or Task Force).
2. **General Purpose.** The purpose of this Joint Powers Agreement is to establish an organization to coordinate efforts to apprehend and prosecute drug offenders, reduce violent crime and provide education to Rice County and Le Sueur County communities.
3. **Members.** The members of this Agreement shall consist of the following units of government:

City of Dundas	City of Faribault	Le Sueur County
City of Lonsdale	City of Northfield	Rice County
4. **Federal, State and Local Assistance for Narcotics Control Program.**
  - 4.1 The County of Rice, acting on behalf of the CRDVOTF and its members, may apply for funding under the Federal, State and Local Assistance for Narcotics Control Program ("grant funds") or other appropriate funding source.
5. **Governance.**
  - 5.1 A governing board shall be formed to oversee the operations of the Task Force and shall be known as the Task Force Board (Board). The Board shall consist of eight members. The police chief or sheriff of each party shall appoint one board member to serve at the chief's or sheriff's pleasure. The Rice County Attorney and the Le Sueur County Attorney shall each appoint one board member to serve at the respective County Attorney's pleasure. Board members appointed by the police chiefs and sheriff must be supervisory peace officers of the jurisdiction or office that appoints the Board member. Resolutions or other documentation of designation shall be filed with the Secretary of the Board.
    - 5.1.1 The Cannon River Drug and Violent Offender Task Force shall operate pursuant to the Multijurisdictional Task Force, Violent Crime Enforcement Team, Operating Procedures and Guidelines Manual (February 11, 2015) and any subsequent updates.

- 5.2 Board members shall not be deemed employees of the Task Force and shall not be compensated by it.
- 5.3 The Board shall meet at least annually in January of each year and elect from its members a chair/executive director, a vice-chair, a secretary/treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that at least ten (10) days' prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum of five (5) members shall be required for all meetings.
- 5.4 Meetings of the Board shall comply with the Minnesota Open Meeting Law.
6. Powers and Duties of the Board.
  - 6.1 The Board will formulate a program to carry out its purpose and perform its duties.
  - 6.2 The Board shall have such authority as enumerated in this Agreement or in the Bylaws.
  - 6.3 The Board will coordinate intelligence between the members and the Task Force.
  - 6.4 The Board shall appoint and supervise the Task Force Commander. The Board may appoint and supervise an Assistant Task Force Commander or, alternatively, a Team Leader. This appointment will be with the concurrence of the participant's member agency.
  - 6.5 The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
  - 6.6 The Board may make contracts, incur expenses and make expenditures necessary and incidental to the effectuation of its purpose and consistent with its powers, subject to the budgetary limits and donations of the parties to this Agreement.
  - 6.7 The Board shall cause to be made an annual audit of the books and accounts of the Task Force. An external audit, completed by a Board approved vendor, may also be requested. Audit reports shall be provided to all members and shall include the following information:
    - a. The financial condition of the Task Force;
    - b. The status of all Task Force projects;
    - c. The business transacted by the Task Force; and
    - d. Other matters which affect the interests of the Task Force.
  - 6.8 The Task Force's books, reports, and records shall be open to inspection by its members at all reasonable times.
  - 6.9 The Board may recommend changes in this Agreement to its members.

- 6.10 The members may not incur obligations or enter into contracts that extend beyond the term of this Agreement or exceed the CRDVOTF annual budget without express authorization of the respective governing bodies of the participating members.
  - 6.11 The Board may receive real or personal property by grant, devise, or bequest for the use of the Task Force.
  - 6.12 The Board shall provide clerical support for daily CRDVOTF operations.
7. Finances.
- 7.1 The members shall fund the cost of operation of the Task Force by contributions from its members. Le Sueur County shall annually contribute \$8,850. Beginning in 2018, Rice County shall contribute \$5,836 annually. Faribault and Northfield shall each annually contribute \$4,500. Lonsdale and Dundas shall each annually contribute \$1,336. If necessary, the Board may request additional contribution from its members.
  - 7.2 Subsequent year donations shall be recommended by the Board.
  - 7.3 If deemed appropriate by the Board, the Task Force shall apply for Federal and State grant funds. If such grant funds are awarded, all funds will be spent in federal or state authorized program areas.
  - 7.4 The Board may accept donations from its members or other sources if deemed appropriate.
  - 7.5 The Task Force's funds may be expended by the Board in accordance with this Agreement, in a manner determined by the Board.
  - 7.6 The Board shall appoint one of its members to serve as fiscal agent, to provide budgeting, recordkeeping and accounting services necessary or convenient for the operations of the CRDVOTF. The appointed fiscal agent shall be the chief financial officer of the Board and shall provide management of all Task Force funds, including member contributions, grant monies and forfeiture funds.
  - 7.7 Disbursement of Task Force funds shall occur only upon the signature of the assigned fiscal agent.
  - 7.8 The Board shall receive a monthly financial report of all expenditures, receipts, and current fund balances from the fiscal agent.
  - 7.9 Any grant funds obtained by a member for participation in the Task Force shall be contributed to the Task Force.
  - 7.10 The Board shall adopt an annual budget based upon grant funds, annual member contributions and money made available from other sources. The Board may amend the budget from time to time.

- 7.11 The Board may not incur debts.
- 7.12 The Task Force has no obligation to reimburse members for any expense of personnel costs relating to services performed under this Agreement.
- 7.13 The Task Force may donate equipment, supplies, or training to member agencies.
8. Investigators.
- 8.1 Each member may assign an experienced, licensed peace officer to serve on the Task Force as an Investigator.
- 8.2 Investigators shall remain an employee of the respective member city or county.
- 8.3 Investigators will be responsible for providing public education on drug trends and abuse, drug investigation, including intelligence management, case development, and case charging. Investigators will also assist other investigators in surveillance and undercover operations. Task Force investigators will work cooperatively with assisting agencies.
- 8.4 Investigators will be directly supervised by the Task Force Commander or, in his/her absence, by the Team Leader or Task Force Commander designee.
- 8.5 The member appointing an Investigator shall furnish the Investigator a computer workstation, weapon and vehicle. All costs associated with the vehicle are the responsibility of the appointing member.
- 8.6 Investigators shall be assigned to the Task Force for a maximum period not to exceed five (5) years. This limitation does not apply to the Commander, Team Leader, or a Narcotics K-9 officer assigned to the Task Force.
9. Task Force Commander and Team Leader.
- 9.1 Task Force Commander. A Task Force Commander shall be appointed by the Board and serve at its pleasure. The Task Force Commander must be a full-time, licensed supervisory peace officer of a member. The Task Force Commander shall remain an employee of the respective member city or county.
- 9.2 The Task Force Commander shall be in charge of the day-to-day operation of the Task Force, including but not limited to supervising the Task Force's assigned personnel, subject to direction received from the Board. Member assigned investigators shall be submitted to the Task Force Commander for consideration and final approval. The Task Force Commander is responsible for staffing, scheduling, case assignment, grant writing, case management, record keeping, informant management, buy fund and petty cash management, and keeping the Board updated as to the Task Force's activity, which would include major case development within member jurisdictions. When buy fund or petty cash is expended, the Task Force Commander will provide Board members with a monthly accounting of all funds disbursed and a written summary of activity within the unit.

- 9.3 The Task Force Commander may exclude Investigators from further Task Force involvement, subject to review by the Board.
- 9.4 From the Investigators assigned by the members, the Task Force Commander shall select a designee with concurrence of the Investigator's member agency to serve as Task Force Commander in his/her absence. The designee must be a full-time, licensed peace officer of a member. The designee shall remain an employee of the respective member city or county at all times.
- 9.5 The duties, responsibilities and authority of the designee while the Task Force Commander is absent, shall be the same as the Task Force Commander.
- 9.6 The Task Force Commander shall comply with all recommended "Best Practices" listed within State and Federal grant requirements.
- 9.7 Team Leader. A Team Leader may be appointed by the Task Force Commander with approval from the Board. The Team Leader must be a full-time, licensed peace officer of a member and currently assigned to the task force. The Team Leader shall remain an employee of the respective member city or county.
- 9.8 The Team Leader will not be compensated with additional wages by the Task Force or member agency during their tenure as Team Leader. The Team Leader should have prior experience in complex investigations and have demonstrated the abilities and traits to succeed in a Team Leader position.
- 9.9 The Team Leader shall supplement and assist the Task Force Commander with management and oversight of the day-to-day operations of the Task Force. The Team Leader will plan, organize, direct, control, motivate, train, commend, assess performance, provide work distribution, and carry out the overall goals and objectives of the task force in accordance with the state's best practices operating procedures and guidelines manual.
- 9.10 The Team Leader duties shall be assigned by the Task Force Commander and may include, but not be limited to: case assignment and work distribution, review of operational plans for approval/denial, provide other team members assistance with drafting search warrants, monitor proper informant management, proper evidence handling and documentation, and ensure timely presentation of reports and evidence to prosecutors. The team leader will demonstrate a high level of integrity while being a mentor and leader to other team members.
- 9.11 The Team Leader is directly accountable and responsible to the Task Force Commander and Task Force board. The Team Leader shall consult with the Task Force Commander on a regular basis and keep the Task Force Commander informed of daily business at all times.

10. Forfeiture, Seizures and Fines.

10.1 Any involvement by Task Force personnel which results in the seizure of real or personal property, including vehicles or cash shall be deemed a seizure by the CRDVOTF and used to support Task Force efforts. Use of Task Force seized items must be approved by the Board. Fine or restitution monies ordered paid to the Task Force by Court Order shall be used to offset equipment or operating costs of the Task Force not funded by grant, matching or donated funds. Notwithstanding the forgoing, all Task Force seizures and forfeitures shall be made in accordance with applicable law, including but not limited to Minn. Stat. §609.531. et. al.

11. Headquarters.

11.1 The Task Force shall be located in private office space at a member agency and provided at no cost to the Task Force. All utilities, including electricity, heat, air conditioning, and the like shall also be furnished to the Task Force without cost. The initial headquarters shall be located at the Faribault Police Department.

12. Insurance.

12.1 The Board shall obtain liability, property and auto insurance and such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement, which shall be payable from Task Force funds. The level of insurance shall be in conformance with the Minnesota Tort Claims Act.

12.2 Each member agrees to procure and maintain insurance for auto liability and damage to loss of property with respect to any automobile and/or equipment supplied by the member for Task Force activities. Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any member for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damage or losses were caused wholly or partially by the negligence of any other members or assigned employees.

12.2 Each member shall be responsible for injuries to or death of its own personnel assigned to the Task Force. Each member will maintain workers' compensation insurance or self-insurance, covering its own personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other member or its assigned employees.

13. Indemnification and Hold Harmless.

13.1 Applicability. The CRDVOTF shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for

actions take pursuant to the Agreement. The Task Force shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, Chapter 466.

- 13.2 Indemnification and Hold Harmless. The CRDVOTF shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or investigators assigned to the Task Force. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes §466.04. Under no circumstances shall a member be required to pay on behalf of itself and other members, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, and applicable to any other member. The limits of liability for some or all of the members may not be added together to determine the maximum amount of liability for any member.

To the full extent permitted by law, action by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, §471.59, subd. 1a (a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for the acts or omissions of the other Parties.

14. Duration.

- 14.1 This Agreement is binding upon the member upon signature. All members need not sign the same copy. This signed Agreement shall be filed with Rice County, who shall notify all members in writing of its effective date.

- 14.2 This Agreement shall continue until terminated in the manner provided herein.

15. Termination, Withdrawal, Amendments.

- 15.1 Termination. This Agreement may terminate upon the occurrence of any one of the following events, whichever occurs first:

15.1.1 When necessitated by operation of law as result of the decision by a court of competent jurisdiction; or

15.1.2 When necessitated based upon failure to obtain necessary funding from the members or grant funding from the State of Minnesota or the United States government, or



- 15.1.3 When a majority of members agree by resolution to terminate the agreement upon a certain date.
- 15.2 Upon termination of this Agreement, all property of the Task Force shall be sold or distributed to the members in proportion to the percentage of fund contributions of each current member of the Agreement.
- 15.3 Withdrawal.
  - 15.3.1 Any member may withdraw from this Agreement upon 90 days written notice.
  - 15.3.2 A withdrawing member shall not be entitled to the distribution of any assets or funds.
  - 15.3.3 In the event of withdrawal by any member, this Agreement shall remain in full force and effect as to all remaining members.
- 15.4 Amendments.
  - 15.4.1 Upon recommendation from the Board for changes to this agreement pursuant to Section 6.9 of the Agreement, this Agreement may be changed, amended, or modified by an amendment or addendum document or by an entirely new Joint Powers Agreement.
  - 15.4.2 Any changes, amendments, or modifications to this Agreement may only be by, and are effective only when reduced to writing and approved and signed by all parties hereto.
  - 15.4.3 The Board, at its November 14, 2016 meeting and pursuant to Section 6.9, recommended a change to this Agreement to add Le Sueur County as a member of the Cannon River Drug and Violent Offender Task Force and afford Le Sueur County all of the rights associated with such membership comparable to all other members, as outlined herein.
  - 15.4.4 Upon execution of this Agreement by all parties, Le Sueur County shall be deemed and shall be a member of the Cannon River Drug and Violent Offender Task Force and shall have all of the rights associated with such membership comparable to all other members, as outlined herein.
  - 15.4.5 This Agreement supersedes the Joint Powers Agreement, Cannon River Drug and Violent Offender Task Force Agreement dated May, 2015 and any other Agreement, whether written or not, entered into before this Agreement.

16. Cross Jurisdictional Law Enforcement Authority.

16.1 Each member hereby agrees to allow licensed law enforcement officers assigned to the Task Force to perform Task Force operations within the jurisdictional boundaries of one or more of the other parties. Law enforcement officers assigned to the Task Force while operating in a member's jurisdiction pursuant to this Agreement shall have the arrest and other authority of the individual members while within the territorial jurisdiction of any member.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

CITY OF DUNDAS

\_\_\_\_\_  
Glenn Switzer, Mayor

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

\_\_\_\_\_  
John McCarthy, City Administrator

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

\_\_\_\_\_  
Gordon Mincke, Chief of Police

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

CITY OF FARIBAULT

\_\_\_\_\_  
Kevin Voracek, Mayor

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

\_\_\_\_\_  
Brian Anderson, City Administrator

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

\_\_\_\_\_  
Andy Bohlen, Chief of Police

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

CITY OF LONSDALE

\_\_\_\_\_  
Tim Rud, Mayor

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

\_\_\_\_\_  
Joel Erickson, City Administrator

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

\_\_\_\_\_  
Jason Schmitz, Chief of Police

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

CITY OF NORTHFIELD

\_\_\_\_\_  
Rhonda Pownell, Mayor

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

\_\_\_\_\_  
Deb Little, City Clerk

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

\_\_\_\_\_  
Monte Nelson, Chief of Police

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

COUNTY OF RICE

\_\_\_\_\_  
Jake Gillen, Chair  
Rice County Board of Commissioners

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

\_\_\_\_\_  
Sara Folsted  
County Administrator

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

\_\_\_\_\_  
Troy Dunn  
Sheriff

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

\_\_\_\_\_  
John L. Fossum  
Rice County Attorney

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

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes §471.59.

COUNTY OF LE SUEUR

\_\_\_\_\_  
\_\_\_\_\_, Chair  
Le Sueur County Board of Commissioners

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

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

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

\_\_\_\_\_  
Brett Mason, Sheriff

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

\_\_\_\_\_  
Brent Christian, County Attorney

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



**RESOLUTION BY THE COUNTY BOARD OF COMMISSIONERS**

**LE SUEUR COUNTY**

**Resolution of Contingent Award of Contract for the  
West Jefferson Sanitary Collection System**

**WHEREAS,** all bids on construction of the West Jefferson Sanitary Collection System project were received, opened and tabulated according to law; and the following bids were received complying with advertisement:

<b><u>Bidder</u></b>	<b><u>Bid</u></b>
Ellingson Drainage, Inc.	\$4,985,719.25
GM Contracting, Inc.	\$5,027,083.91

**WHEREAS,** the lowest bid was received from Ellingson Drainage, Inc. as follows:  
\$4,985,719.25

**NOW, THEREFORE, BE IT RESOLVED** by the hat the County Board of Commissioners awards the construction contract to the lowest responsible, responsive bidder, Ellingson Drainage, Inc. for the construction of said improvements in accordance with the plans and specifications and advertisement for bids heretofore approved by the County of Le Sueur.

Said Contract award shall consist of the following:

West Jefferson Sanitary Collection System, to improve all properties petitioned into the West Jefferson Subordinate Service District within the area of West Jefferson Lake in Le Sueur County, by the construction of a new wastewater collection and conveyance system in the amount of \$4,985,719.25, and;

**BE IT FURTHER RESOLVED:** such award is contingent upon final approval of funding from the Minnesota Public Facilities Authority, and;

**BE IT FURTHER RESOLVED:** The Board Chair and County Administrator are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of Le Sueur County.

**BE IT FURTHER RESOLVED:** The County Administrator is hereby authorized to direct Bolton & Menk, to return forthwith to all bidders the deposits made with their bids, except that the deposit of the successful bidder and the next two lowest bidders shall be retained until a contract has been executed.

**CERTIFICATION**

**STATE OF MINNESOTA**

SS

**COUNTY OF LE SUEUR**

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by Le Sueur County at the duly authorized meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, as shown by the minutes of said meeting in my possession.

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

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

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

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

My Commission expires \_\_\_\_\_

**( SEAL )**

**RESOLUTION BY THE COUNTY BOARD OF COMMISSIONERS**

**LE SUEUR COUNTY**

**Resolution Ordering Improvement**

WHEREAS, a resolution of the County Board adopted the 2<sup>nd</sup> day of July, 2019, fixed a date for a council hearing on the proposed West Jefferson Sanitary Collection System, to improve all properties petitioned into the West Jefferson Subordinate Service District within the area of West Jefferson Lake in Le Sueur County, by the construction of a new wastewater collection and conveyance system and

WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 23<sup>rd</sup> day of July, 2019, at which all persons desiring to be heard were given an opportunity to be heard thereon,

NOW THEREFORE, BE IT RESOLVED: That the County Board of Commissioners finds such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report, and;

BE IT FURTHER RESOLVED: such improvement is hereby ordered as proposed in the board resolution adopted 23<sup>rd</sup> day of July, 2019, and;

BE IT FURTHER RESOLVED: plans and specifications prepared by Bolton & Menk, Inc., engineer for such improvement pursuant to County Board resolution, a copy of which plans and specifications is made a part hereof, are hereby approved and shall be filed with the County Offices; and

BE IT FURTHER RESOLVED: The County Board of Commissioners declares its official intent to reimburse itself for the costs of the improvement from the proceeds of tax exempt bonds.

**CERTIFICATION**

**STATE OF MINNESOTA**

ss

**COUNTY OF LE SUEUR**

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by Le Sueur County at the duly authorized meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, as shown by the minutes of said meeting in my possession.

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

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

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

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

My Commission expires \_\_\_\_\_

(SEAL)



# PRELIMINARY ASSESSMENT ROLL

WEST JEFFERSON SANITARY COLLECTION SYSTEM  
LE SUEUR COUNTY, MN  
BMI PROJECT NO.: M15.111340

Updated: 7/18/19

PROJECT ID	ADDRESS	PROPERTY OWNER			PARCEL I.D.	TRUNK MAIN		SERVICE CONNECTIONS				TOTAL PRELIMINARY ASSESSMENT		
		LAST NAME	FIRST NAME	OWNER 2		ASSESSABLE	ASSESSME	PARTIAL CONNECTION		FULL CONNECTION (SIMPLEX)			FULL CONNECTION (DUPLEX)	
								ASSESSABLE	ASSESSME	ASSESSABLE	ASSESSME		ASSESSABLE	ASSESSME
						\$4,772.00 PER	\$405.00 PER	\$4,683.00 PER	\$6,947.00 PER					
1	28275 464th St	Wasmund	Larry & Paula		13.004.3100	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
2	28299 464th St	Johnson	Cully & Barbara		13.004.3000	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
3	28635 464th St	Guentzel	Marylou B.		13.495.0040	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
4	27864 470th St.	Halvorson	Chance and Jade		13.760.0030	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
5	28060 470th St.	Wiebold	Kevin		13.800.0010	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
6	Empty 470th St.	Shelton Lange	Brian & Jody		13.010.0600	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
7	46242 Arthur Dr.	Genelin	Anthony R.		13.495.0060	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
8	46256 Arthur Dr.	Phillips	Brian & Connie		13.495.0070	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
9	46290 Arthur Dr.	Simonson	Dale E. & Diana		13.495.0090 13.495.0080	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
10	46506 Cedar Circle	Giersdorf	Gregg & Jolene		13.650.0440	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
11	46512 Cedar Circle	Schumacher	Rudolf & Sandra		13.650.0430	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
12	46520 Cedar Circle	Rosenberger	Rita & Jay N.		13.650.0420	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
13	46526 Cedar Circle	Johnson	Darrell A. & Barbara J.		13.650.0410	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
14	46538 Cedar Circle	Schafer	Timothy & Sheila Rae		13.650.0400	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
15	46544 Cedar Circle	Hiniker	Robby & Melanie		13.650.0380	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
16	46552 Cedar Circle	Blaha	Timothy G. & Tammejo A.		13.650.0390	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
17	46584 Cedar Circle	Mauland	Arlen H. & Judy E.		13.650.0320	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
18	46588 Cedar Circle	Chester	Philip R.		13.650.0310	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
19	28003 Cedar Trail Ct	Koppelman	Tim	Elizabeth Senst-Koppelman	01.520.0100	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
20	28008 Cedar Trail Ct	Thompson	Ryan M. & Nicole R.		01.520.0090	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
21	28135 Cedar Trail	Miller	Richard E. & Jeri Ann		13.652.0030	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
22	Cedar Trail	Miller	Richard E. & Jeri Ann		13.652.0040	1	\$4,772.00	1	\$405.00		\$0.00	\$0.00	\$5,177.00	
23	28153 Cedar Trail	Olson	Steven		13.650.0080	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
24	28160 Cedar Trail	Missman	Michael A & Tammy		13.650.0100	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
25	28168 Cedar Trail	Gore	Samuel K.		13.651.0010	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
26	28196 Cedar Trail	Thompson	Larry W & Jody R		13.650.0150	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
27	28204 Cedar Trail	Kinne	Mathew C.		13.650.0160	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
28	28212 Cedar Trail	Hovick	Robert C		13.650.0170	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
29	28220 Cedar Trail	Kreuter	David K.	Kathryn E. Bohlke	13.650.0180	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
30	28226 Cedar Trail	Darrel W Bohlke Disclmr Trust			13.650.0190	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
31	28228 Cedar Trail	Wills	Stanley N. & Deborah		13.650.0200	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
32	28229 Cedar Trail	Barnlund	Roger & Pamela		13.650.0300	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
33	28232 Cedar Trail	Mensing	Donald W. & Eileen A.		13.650.0210	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
34	28234 Cedar Trail	Lance	Bradley D. & Jean F.		13.650.0220	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
35	28236 Cedar Trail	Flaten	Mary	Joan Sheppard	13.650.0230	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
36	28240 Cedar Trail	Gadola	Robert J.		13.650.0240, 13.650.0260	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
37	28246 Cedar Trail	Warmka	Bryan & Mary L.		13.650.0250	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
38	28248 Cedar Trail	Connors	Roland & Linda		13.650.0270	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
39	46298 Cedar Tree Ln	Russell	Troy	Sarah Kirby	13.475.0030	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
40	46250 Cedar Tree Ln	Gibbs	Jason & Kimberly		13.475.0010	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
41	46405 Evergreen Ln	Woitias	Michael A.		13.652.0050	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
42	46427 Evergreen Ln	Beilke	Robert J.		01.750.0130	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
43	46445 Evergreen Ln	Mensing Trust	Brian & Sandra		01.750.0110	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
44	46451 Evergreen Ln	Nina L. West Trust			01.751.0010	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
45	46467 Evergreen Ln	Schafer Trust	Joel & Melissa		01.751.0020	1	\$4,772.00	1	\$405.00		\$0.00	\$0.00	\$5,177.00	
46	46479 Evergreen Ln	Schafer Trust	Joel & Melissa		01.751.0030	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
47	46487 Evergreen Ln	Volkenant	Mark A.	Deborah S. Novak	01.751.0040	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
48	46497 Evergreen Ln	Rohlfing Etal	Cory		01.751.0050	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
49	46507 Evergreen Ln	Harbo	Timothy C.	Liberty R. Warren	01.550.0010	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
50	46519 Evergreen Ln	Wolf	Steven C.		01.550.0040	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	



# PRELIMINARY ASSESSMENT ROLL

WEST JEFFERSON SANITARY COLLECTION SYSTEM  
LE SUEUR COUNTY, MN  
BMI PROJECT NO.: M15.111340

Updated: 7/18/19

PROJECT ID	ADDRESS	PROPERTY OWNER			PARCEL I.D.	TRUNK MAIN		SERVICE CONNECTIONS				TOTAL PRELIMINARY ASSESSMENT		
		LAST NAME	FIRST NAME	OWNER 2		ASSESSABLE	ASSESSME	PARTIAL CONNECTION		FULL CONNECTION (SIMPLEX)			FULL CONNECTION (DUPLEX)	
								ASSESSABLE	ASSESSME	ASSESSABLE	ASSESSME		ASSESSABLE	ASSESSME
						\$4,772.00 PER	\$405.00 PER	\$4,683.00 PER	\$6,947.00 PER					
51	46525	Evergreen Ln	Hall	Carol J.	01.550.0050	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
52	46545	Evergreen Ln	Morell	Gregory & Nancy	01.550.0110	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
53	46549	Evergreen Ln	Grisim	Chad	01.550.0120	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
54	46553	Evergreen Ln	Mack	John A. Mack III & Christina E.	01.103.8000, 01.550.0130	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
55	46557	Evergreen Ln	Kroyer	Jerome R.	01.550.0150	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
56	46563	Evergreen Ln	Erickson	Timothy & Christy A.	01.550.0160	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
57	46566	Evergreen Ln	Kranz	Terrance G. & Sandra	01.103.7800, 01.103.8400,	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
58	46567	Evergreen Ln	Christensen	Thomas R.	01.550.0170	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
59	46571	Evergreen Ln	Bode	David & Kelly	01.550.0180	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
60	46577	Evergreen Ln	Wetzell Jr.	Thomas L.	01.550.0200	1	\$4,772.00	1	\$405.00		\$0.00	\$0.00	\$5,177.00	
61	46583	Evergreen Ln	Jacobson	David R. & Carol	10.550.0220	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
62	46589	Evergreen Ln	Larson	Paula K.	01.550.0250	1	\$4,772.00	1	\$405.00		\$0.00	\$0.00	\$5,177.00	
63	46590	Evergreen Ln	Tolzmann	Curtis & Raleen	01.103.8300	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
64	46595	Evergreen Ln	Strand	Donna Rae	01.103.8200	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
65	46599	Evergreen Ln	Schmidt	Gary D. & Geraldine L.	01.550.0260	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
66	46611	Evergreen Ln	Boehm	Steven & Eileen	01.550.0300	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
67	46613	Evergreen Ln	Satrom	Lauren & Kellie	01.550.0310	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
68	46623	Evergreen Ln	Wendelschafer	David C. & Kay	01.550.0340	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
69	46635	Evergreen Ln	Stangl	Ryan & Wendy	01.550.0380	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
70	46645	Evergreen Ln	Daschner Trust	Lyle & Phyllis	01.550.0390	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
71	46650	Evergreen Ln	Johnson	William O.	01.103.0400, 01.550.0400	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
72	28601	Hub Dr.	Hill	Ronald R. & Stephanie	13.415.0090	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
73	28605	Hub Dr.	Rogers	Aaron & Julie	13.415.0100	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
74	28613	Hub Dr.	Gibbs	James W. & Sandra K.	13.415.0080	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
75	28637	Hub Dr.	Hawkins	Thomas L.	13.415.0070	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
76	28661	Hub Dr.	Rohlfing	Richard A.	13.415.0060	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
77	Empty	Hub Dr.	Christensen	Daniel R. & Jolene	13.415.0110	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
78	46850	Maple Drive	Wills Trust	Dale F. & Joanne V.	13.800.0170	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
79	46858	Maple Drive	Ranvek	Luke D. & Katie E.	13.800.0190	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
80	46875	Maple Drive	Deno	Justin	13.800.0200	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
81	46881	Maple Drive	Jahr	Angela	13.800.0210	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
82	46886	Maple Drive	Mohr	Martin F. & Sandra L.	13.800.0140	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
83	46896	Maple Drive	Ulrich	John R.	13.800.0130	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
84	27832	Maple Lane	Heun	Mitchell E. & Victoria E.	13.760.0130	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
85	27800	Maple Lane	Schmitz	Aaron & Heidi	13.760.0140	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
86	27926	Maple Lane	Becker Etal.	Lee K.	13.003.7900	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
87	27938	Maple Lane	Halvorson	Greg B.	13.800.0270	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
88	27948	Maple Lane	Strassburg	Shawn M.	13.800.0260	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
89	27960	Maple Lane	Hill	Kathleen A.	13.800.0250	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
90	27982	Maple Lane	Beske	Dwight E.	13.800.0120	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
91	27982 (Empty)	Maple Lane	Beske	Dwight E.	13.003.7600	1	\$4,772.00	1	\$405.00		\$0.00	\$0.00	\$5,177.00	
92	27988	Maple Lane	Purrington R L Trust	Brian T.	13.800.0090	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
93	27996	Maple Lane	Hilpipre Etal.	Shirley J.	13.800.0080	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
94	28002	Maple Lane	Johnson	Pell E. & Theresa M.	13.800.0070	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
95	28006	Maple Lane	Purvis Trust	Phyllis A.	13.800.0060	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
96	28010	Maple Lane	Ninow	Chad D. & Debbie S.	13.800.0050	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
97	28016	Maple Lane	Vogel	Nancy A.	13.800.0040	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
98	28020	Maple Lane	Rohlfing	Steven J. & Lynell	13.800.0030, 13.003.7700	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
99	28024	Maple Lane	Shelton Lange	Brian A. & Jody	13.800.0020	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
100	28204	Ridge Rd	Schwichtenberg	James & Diane	13.651.0100 13.651.0110	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	
101	28226	Ridge Rd	Woyda	Richard R.	13.651.0040, 13.651.0050, 13.651.0060	1	\$4,772.00		\$0.00	1	\$4,683.00	\$0.00	\$9,455.00	



# PRELIMINARY ASSESSMENT ROLL

WEST JEFFERSON SANITARY COLLECTION SYSTEM  
LE SUEUR COUNTY, MN  
BMI PROJECT NO.: M15.111340

Updated: 7/18/19

PROJECT ID	ADDRESS	PROPERTY OWNER			PARCEL I.D.	TRUNK MAIN		SERVICE CONNECTIONS				TOTAL PRELIMINARY ASSESSMENT			
		LAST NAME	FIRST NAME	OWNER 2		ASSESSABLE	ASSESSME	PARTIAL CONNECTION		FULL CONNECTION (SIMPLEX)			FULL CONNECTION (DUPLEX)		
								ASSESSABLE	ASSESSME	ASSESSABLE	ASSESSME		ASSESSABLE	ASSESSME	
					\$4,772.00 PER		\$405.00 PER		\$4,683.00 PER		\$6,947.00 PER				
102	28236	Ridge Rd	Kopesky	Adam J.	Jamie M. Deatley	13.651.0070, 13.651.0080, 13.651.0090	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
103	28252	Ridge Rd	Gore	Jill K.		13.651.0020	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
104	28253	Ridge Rd	Powell	Marshall L.		13.651.0030	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
105	29035	Sunset Avenue	Menke	Mark A.	Glenda D. Kelm	13.640.0030	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
106	28528	West Lake Dr	Mccabe	Ronald A.		13.415.0010	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
107	28622	West Lake Dr	Christian	Kevin W. & Ann		13.420.0030	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
108	28622 (Empty)	West Lake Dr	Christian	Kevin W. & Ann		13.420.0010, 13.420.0020	1	\$4,772.00	1	\$405.00		\$0.00		\$0.00	\$5,177.00
109	28626	West Lake Dr	Reicks	Darwin L.		13.430.0010	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
110	28636	West Lake Dr	Blais Trust	Steven & Sally M.		13.430.0020	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
111	28648	West Lake Dr	Winkler	Robert J. & Audrey J.		13.430.0030	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
112	28658	West Lake Dr		Hobskeets Holdings LLC	Habib Sadaka	13.430.0040	1	\$4,772.00		\$0.00		\$0.00	1	\$6,947.00	\$11,719.00
113	28672	West Lake Dr	Swenson	R. Victor		13.430.0050	1	\$4,772.00		\$0.00		\$0.00	1	\$6,947.00	\$11,719.00
114	28676	West Lake Dr	Annexstad	Lawrence O.		13.430.0070	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
115	28690	West Lake Dr	Dellwo	Keith & Annette		13.430.0090	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
116	28698	West Lake Dr	Goettl	Brian & Jean		13.430.0100	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
117	28700	West Lake Dr	Haug	Bradley & Jenni		13.430.0120	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
118	28824	West Lake Dr	Hendley	Judy A.		13.430.0170	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
119	28852	West Lake Dr	Buyse	Andrew J.		13.430.0180	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
120	Empty Lot	West Lake Dr	Conlon Trust	James A. & Kathryn		13.430.0190	1	\$4,772.00	1	\$405.00		\$0.00		\$0.00	\$5,177.00
121	28874	West Lake Dr	Holm Trust	Alan & Catherine		13.430.0200	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
122	28908	West Lake Dr	Foede	John J. & Nada K.		13.430.0210	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
123	28926	West Lake Dr	Joy Wilson	David Meier		13.430.0230	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
124		Cedar Trail	Miller	Richard E. & Jeri Ann		13.004.3400	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
125	28566	West Lake Dr	Mogensen	Matthew & Chelsie		13.415.0030	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
126	46442	Evergreen Ln	West Trust	Nina L.		01.520.0110	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
127	27913	Maple Lane	Becker Jr.	Robert C.	Jean A. Becker	13.760.0010	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
128	27770	Maple Lane	Kerr	David G. & Judy		13.760.0150	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
129	46543	Evergreen Ln	Witte	David & Linda		01.550.0100	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
130	43537	Evergreen Ln	Olsen	Benjamin & Samantha		01.550.0080	1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
131	TBD						1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
132	TBD						1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
133	TBD						1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
134	TBD						1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
135	TBD						1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
136	TBD						1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
137	TBD						1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
138	TBD						1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
139	TBD						1	\$4,772.00		\$0.00	1	\$4,683.00		\$0.00	\$9,455.00
140	TBD						1	\$4,772.00	1	\$405.00		\$0.00		\$0.00	\$5,177.00
							140	\$668,080.00	8	\$3,240.00	130	\$608,790.00	2	\$13,894.00	\$1,294,004.00

Note: Assessment values presented above are based on bid prices, but not final project costs. **Final assessment values will deviate from the costs provided herein.**  
Preliminary Assessment Roll prepared assuming all 140 connections will be petitioned into project prior to the Final Assessment Hearing.

COST SUMMARY					
PROJECT COMPONENT	TOTAL COST	ESTIMATED PSIG	TOTAL LOCAL COST (TOTAL COST - PSIG)	# ASSESSABLE PARCELS	ASSESSMENT RATE
TRUNK MAIN	\$2,983,142.52	\$2,315,194.02	\$667,948.50	140	\$4,772.00 PER PARCEL
PARTIAL SERVICE CONNECTIONS	\$16,085.37	\$12,850.35	\$3,235.02	8	\$405.00 PER PARCEL
FULL (SIMPLEX) SERVICE CONNECTIONS	\$3,026,618.89	\$2,417,918.32	\$608,700.57	130	\$4,683.00 PER PARCEL
FULL (DUPLEX) SERVICE CONNECTIONS	\$69,075.47	\$55,183.31	\$13,892.16	2	\$6,947.00 PER PARCEL
<b>TOTAL</b>	<b>\$6,094,922.25</b>	<b>\$4,801,146.00</b>	<b>\$1,293,776.25</b>	-	-

# July - September 2019

## Future Meetings

### July

Tuesday, July 23

**Board Meeting, 9:00 a.m.**

**\*West Jefferson SSD Improvement Hearing, 10:00 a.m.**

**\*Work Session with Sheriff's Office – Discuss 2020 Budget and Staffing**

**\*Invitation to attend 11:00 a.m. Drug Court Presentation by Dr. Billy Wagner in the Commissioners Room**

### August

Tuesday, August 6

**Board Meeting, 9:00 a.m.**

**\*Recycling Work Session with Al Christensen**

**\*Work Session with Environmental Services**

Wednesday, August 7

AMC Meeting and Justice Center Tour, 9 a.m. at the Justice Center  
Commissioner Visit to Ney Nature Center, 11 a.m. – 2:30 p.m.

Thursday, August 8

P&Z Meeting, 7:00 p.m. at Environmental Services

Thursday, August 15

**Le Sueur County Ditch 43 Record Correction Public Hearing, 10:00 a.m. in the Commissioners Room**

Thursday, August 15

Board of Adjustment Meeting, 3:00 p.m. at Environmental Services

Monday, August 19

Budget Meetings all day

Tuesday, August 20

**Board Meeting, 9:00 a.m.** with budget meetings to continue at 11:00 a.m. after the meeting

Tuesday, August 27

**Board Meeting, 9:00 a.m.**

### September

Monday, September 2

Offices Closed for Labor Day

Tuesday, September 3

**Board Meeting, 9:00 a.m.**

Thursday, September 12  
September 12 – 13

P&Z Meeting, 7:00 p.m. at Environmental Services  
AMC Policy Committee Meetings



**Tuesday, September 17**

**Board Meeting, 9:00 a.m.**

Thursday, September 19

Board of Adjustment Meeting, 3:00 p.m. at Environmental Services

**Tuesday, September 24**

**Board Meeting, 9:00 a.m.**