

Le Sueur County
Board of Commissioners

Meeting Agenda

County Board Room

Le Sueur County Courthouse

November 24, 2020 at 9:00 A.M.

1. WebEx Meeting Information - November 24 At 9 AM

Documents:

[LE SUEUR COUNTY BOARD ROOM INVITES YOU TO JOIN THIS WEBEX MEETING.PDF](#)

2. 9:00 A.M. Call The Le Sueur County Board Of Commissioners Meeting To Order
3. Pledge Of Allegiance
4. Agenda Review And Approval
5. Consent Agenda Review And Approval
 1. November 17, 2020 Board Minutes and Summary Minutes
 2. Credit Card for Pam Herrmann

Documents:

[NOVEMBER 17, 2020 BOARD MINUTES.PDF](#)
[NOVEMBER 17, 2020 BOARD SUMMARY MINUTES.PDF](#)

6. 9:02 A.M. 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.
7. 9:10 A.M. Joshua Mankowski, Planning And Zoning Administrator (10 Min)
 1. Le Sueur County Planning Commission
 2. Jerome and Julie Widmer, New Prague

Documents:

[11-12-20 DRAFT MINUTES.PDF](#)
[11-24-20 RFA.PDF](#)

8. 9:20 A.M. Cindy Shaughnessy, Public Health Director (20 Min)
COVID-19 Update
9. 9:40 A.M. Cindy Westerhouse, Human Resources Director (5 Min)
 1. November 24 Agenda
 2. Implementation of the Ultimate HR and Payroll Software Program

Documents:

[NOVEMBER 24 HR AGENDA.PDF](#)

10. 9:45 A.M. Barbara Droher Kline (15 Min)
 1. Updates
 2. Budget
 3. Waterville Site Backhaul
 4. Grants
 1. Small Business
 2. Non-Profits
11. 10:00 A.M. Darrell Pettis, County Administrator (20 Min)
 1. WSB Contract
 2. Courthouse Reopening Status
 3. Transportation Local Option Sales Tax Public Open House
 1. November 24, 2020 at 7 p.m.
 4. Joint Ditch Meetings
 1. JD 1 - Le Sueur - Blue Earth County - December 15 at 1:30 p.m.
 2. JD 2 - Blue Earth - Le Sueur County - December 15 at 1:30 p.m.
 3. JD 1, JD 1 Lat 2, JD 4 - Le Sueur - Scott County - December 17 at 9:30 a.m.

Documents:

[DRAFT PSA FOR PLANNING ZONING SERVICES.PDF](#)

12. Commissioner Committee Reports
13. Future Meetings

Documents:

[NOV 24 FUTURE MEETINGS.PDF](#)

14. Adjourn
15. Budget Work Session

Documents:

[2021 PROPOSED LEVY.PDF](#)



Le Sueur County Board Room invites you to join this Webex meeting.

Tuesday, November 24, 2020

8:45 a.m. | (UTC-05:00) Central Time (US & Canada) | 2 hrs 30 mins

Please copy and paste this link into a web browser to connect to the meeting:

<https://lesueurcounty.webex.com/lesueurcounty/j.php?MTID=mf4a72d10743f8a6330a0e83fb8f4ad85>

Meeting number (access code): 146 756 7259

Meeting password: 1124CountyBoard

Tap to join from a mobile device (attendees only)

[+1-408-418-9388,1467567259##](tel:+1-408-418-9388,1467567259##) United Toll States

Join by phone

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[Global call-in numbers](#)

Join from a video system or application

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You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

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Minutes of Le Sueur County Board of Commissioners Meeting November 17, 2020

The Le Sueur County Board of Commissioners met in regular session on Tuesday, November 17, 2020 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Lance Wetzel (remote), Steve Rohlfing, and Danny O'Keefe. Also present were Darrell Pettis, Brent Christian and Pam Herrmann.

On motion by O'Keefe, seconded by King and approved via roll call vote 5 to 0, the Board approved the agenda for the business of the day with one change. Amanda Mboga with Bakertilly will be presenting instead of Ryan Engelstad.

On motion by Wetzel, seconded by King and approved via roll call vote 5 to 0, the Board approved the consent agenda:

- Approved the November 3, 2020 County Board Minutes and Summary Minutes
- Approved the EFT Report
 - 11/04/2020 Transferred \$1,500,000.00 from Hometown Bank to Cornerstone State Bank of Le Sueur for Payroll and Human Services claims.
 - 11/04/2020 Transferred \$1,000.00 from Hometown Bank to First State Bank of Le Center for Commissioners Claims and Friday Bills.
- Approved the Liquor License and Tobacco License for Little Dandy

Amanda Mboga with Bakertilly appeared before the Board with the 2019 Le Sueur County Audit Summary and 2019 Financial Statements Highlights.

Susan Rynda, Director of Human Services appeared before the Board giving the director's report and with several items for approval.

On motion by King, seconded by O'Keefe and approved via roll call vote 5 to 0, the Board approved the Children's Mental Health Screening Grant Contract.

On motion by O'Keefe, seconded by Wetzel and approved via roll call vote 5 to 0, the Board approved the Greater Minnesota Contract.

On motion by Gliszinski, seconded by O'Keefe and approved via roll call vote 5 to 0, the Board approved the Blue Earth County Human Services Housing Contract.

On motion by Wetzel, seconded by Gliszinski and approved via roll call vote 5 to 0, the Board approved the Brown County Evaluation Center Detox Services Contract.

On motion by King, seconded by O'Keefe and approved via roll call vote 5 to 0, the Board approved the TRIMIN, Inc Contract.

Cindy Shaughnessy, Public Health Director appeared before the Board to discuss Le Sueur County's COVID-19 update.

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

On motion by Gliszinski, seconded by O'Keefe and approved via roll call vote 5 to 0, the Board granted regular status to Matthew Ruehling, full time Highway Maintenance Work in the Highway Department, effective November 4, 2020.

On motion by O'Keefe, seconded by Wetzel and approved via roll call vote 5 to 0, the Board approved the recommendation to promote Joe Kern, full time Deputy Sheriff, Grade 10, Step 10 at \$33.27 per hour, to a full time Patrol Sergeant, Grade 12, Step 8 at \$34.90 per hour, in the Sheriff's Office, effective November 22, 2020.

On motion by Wetzel, seconded by King, and approved via roll call vote 5 to 0, the Board approved the recommendation to promote Scott O'Brien, full time Deputy Sheriff, Grade 10, Step 11 at \$36.12 per hour, to a full time Investigator, Grade 11, Step 11 at \$38.29 per hour, in the Sheriff's Office, effective January 4, 2021.

On motion by O'Keefe, seconded by Gliszinski, and approved via roll call vote 5 to 0, the Board approved the recommendation to post and advertise for two Deputy Sheriffs in the Sheriffs Office, Grade 10, Step 4 at \$26.99 per hour.

On motion by King, seconded by O'Keefe, and approved via roll call vote 5 to 0, the Board approved the recommendation to approve the attached revisions to the Personnel Policy. Cindy also reported on Telecommuting. There are 5 employees on reduced hours, 59 intermittent employees and 18 full time telecommuters.

Barbara Droher Kline gave updates on the CARES Act Budget, the Business Grant Program and the Non-Profit Grant Program as well as updates on Elysian Internet options.

Darrell Pettis, County Administrator appeared before the Board with several items.

On motion by King, seconded by Wetzel, and approved via roll call vote 5 to 0, the Board approved the contract with Rehnelt Excavating LLC in the amount of \$56,669.50 for the Lake Henry Structure replacement project agreement on CD 58.

On motion by O'Keefe, seconded by Gliszinski, and approved via roll call vote 4 to 0, with Rohlfsing abstaining, the Board approved the West Jefferson SSD Maintenance Provider with Mike Malterer.

Darrell gave other updates on:

CARES Act Funding – all invoices must be turned in by Friday, November 20 with all checks paid by the deadline of December 1st

Le Sueur – Blue Earth Joint Ditches 1 and 2 meeting date – Commissioner O'Keefe will coordinate with Blue Earth County on date

On motion by Wetzel, seconded by King, and approved via roll call vote 4-1, with Commissioner Rohlfsing voting nay, the Board approved the proposal from WSB and to prepare a contract with

WSB to move forward to contract with WSB with the transition beginning December 1st and fully move to WSB as of January 1st, 2021. WSB will be replacing two employees and further discussion is needed on who would oversee this department.

Commissioner Committee Reports:

Commissioner Gliszinski reported on no meetings

Commissioner King reported on Community Health Board, AMC Region, LeSueur/Waseca Regional Library, Nye Foundation, All Staff

Commissioner Wetzel reported on Community Health Board, LCDS, Canvassing Board and AMC Transportation

Commissioner O’Keefe reported on Community Health Board, AMC, Fairboard, Planning & Zoning

Commissioner Rohlfing reported on AMC District 7, LCDS, Elysian Township, Canvassing Board, Extension meeting, MVAC

On motion by O’Keefe, seconded by King and approved via roll call vote 5 to 0, the Board approved the Human Services warrants.

Financial: \$43,843.54

Soc Services: \$90,157.84

On motion by Gliszinski, seconded by O’Keefe and approved via roll call vote 5 to 0, the Board approved the following claims for payment:

Warrant #	Vendor Name	Amount
61802	Access Networks	\$575,798.00
61803	aDDDvantage Creations Inc.	\$ 10,000.00
61804	Advanced Correctional Healthcare Inc.	\$ 2,924.11
61805	Aerial Affinity LLC	\$ 5,300.00
61806	Ag Partners Coop	\$ 2,440.10
61807	Alice HQ, LLC	\$ 8,900.00
61810	Alpha Wireless	\$ 82,613.15
61814	APG Media of Southern MN LLC	\$ 4,647.55
61815	Ashley Schmidt DBA Ruffled Feathers	\$ 10,000.00
61816	Axon Enterprise Inc.	\$ 2,415.00
61817	Baker Tilly Virchow Krause LLP	\$ 3,063.00
61819	Bauer Built	\$ 16,492.00
61824	Kimberly Brandt DBA Ultimate Retreat	\$ 10,000.00
61827	Bud’s Service LLC	\$ 10,000.00
61828	Business Media Solutions Inc.	\$ 10,000.00
61831	Chankaska Creek Ranch & Winery LLC	\$ 10,000.00
61833	Christian, Keogh, Moran & King	\$ 3,515.03
61836	Compass Minerals America Inc.	\$ 32,817.71
61837	Contech Engineered Solutions LLC	\$ 7,458.12
61843	Barbara Droher Kline	\$ 8,283.22

61844	Earl F. Andersen	\$ 2,275.00
61845	Elysian Auto Service LLC	\$ 10,000.00
61850	Fine Line Cabinet Doors Inc.	\$ 10,000.00
61853	Gail Lachmiller DBA Gails Salon of Beauty	\$ 4,600.00
61857	Greenwald's Greenhouse LLC	\$ 10,000.00
61861	Hair by Katrina LLC	\$ 10,000.00
61865	Help Systems	\$ 2,073.92
61870	Terri Hoppe DBA Headlines Plus	\$ 10,000.00
61871	Hortenbach Autos LLC	\$ 10,000.00
61877	Jaguar Communications Inc.	\$535,000.00
61881	Jocko's Bar & Grill Inc.	\$ 10,000.00
61882	Johnson Aggregates	\$ 16,933.75
61885	Kasota Partners LLC	\$ 10,000.00
61890	KR Monty Bar & Hotel Inc.	\$ 10,000.00
61891	Kramer Chiropractic Wellness Center PLLC	\$ 10,000.00
61892	Langhoff Associates Inc.	\$ 10,000.00
61895	Richard Lea	\$ 3,190.00
61897	LMB Services LLC	\$ 10,000.00
61899	Lutheran Social Services of MN	\$ 30,598.67
61902	Sarah Johnson Malchow	\$ 3,037.34
61904	Marco Technologies LLC	\$ 8,849.00
61907	Matejcek's Inc.	\$ 9,900.00
61916	Moen Welding & Repair LLC	\$ 10,000.00
61917	Montgomery Family Dental PLLC	\$ 10,000.00
61919	Morsching Olson Tax & Forms Prep LLC	\$ 5,500.00
61921	New Prague Floral & Such Inc.	\$ 10,000.00
61923	Nisaina LLC	\$ 10,000.00
61925	O'Connell Oil Co.	\$ 2,088.21
61930	Steve Pan	\$ 2,600.00
61931	Paragon Printing & Mailing Inc.	\$ 5,117.21
61936	Pla Mor Lanes	\$ 10,000.00
61940	Provanco LLC	\$ 10,000.00
61941	Rahn Industries Inc.	\$ 10,000.00
61943	James Reeder	\$ 10,000.00
61944	RGT Inc.	\$ 10,000.00
61958	Toppers & Trailers Plus	\$ 2,446.00
61960	Tri City United Public Schools	\$ 36,000.00
61961	Tri County Solid Waste	\$ 25,047.88
61963	Travis Turek	\$ 6,300.00
61972	Waterford Oil Co. Inc.	\$ 20,667.22
61974	Wenck Associates Inc.	\$ 3,816.30
61978	Wornson Goggins PC	\$ 2,131.00
61980	Z & J of Le Sueur Inc.	\$ 10,000.00
61981	Zimmerman Tiling & Excavating LLC	\$ 14,985.00

116 Payments less than \$2,000.00:	\$ 50,161.81
64 Payments paid more than \$2,000.00:	\$1,779,823.49
180 Total all payments	\$1,829,985.30

On motion by O’Keefe, seconded by Gliszinski and unanimously approved, the Board adjourned until November 24, 2020 at 9:00 a.m.

ATTEST: _____
Le Sueur County Administrator **Le Sueur County Chairman**

Summary Minutes of Le Sueur County Board of Commissioners Meeting November 17, 2020

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.

- Approved the agenda for the business of the day with one change. Amanda Mboga with Bakertilly will be presenting instead of Ryan Engelstad. (O'Keefe/King)
- Approved the consent agenda (Wetzel/King)
- Approved the Children's Mental Health Screening Grant Contract (King/O'Keefe)
- Approved the Greater Minnesota Contract (O'Keefe/Wetzel)
- Approved the Blue Earth County Human Services Housing Contract (Gliszinski/O'Keefe)
- Approved the Brown County Evaluation Center Detox Services Contract (Wetzel/Gliszinski)
- Approved the TRIMIN, Inc Contract (King/O'Keefe)
- Granted regular status to Matthew Ruehling, full time Highway Maintenance Work in the Highway Department, effective November 4, 2020 (Gliszinski/O'Keefe)
- Approved the recommendation to promote Joe Kern, full time Deputy Sheriff, Grade 10, Step 10 at \$33.27 per hour, to a full time Patrol Sergeant, Grade 12, Step 8 at \$34.90 per hour, in the Sheriff's Office, effective November 22, 2020 (O'Keefe/Wetzel)
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Commissioner Committee Reports:

- Commissioner Gliszinski reported on no meetings
- Commissioner King reported on Community Health Board, AMC Region, LeSueur/Waseca Regional Library, Nye Foundation, All Staff
- Commissioner Wetzel reported on Community Health Board, LCDS, Canvassing Board and AMC Transportation
- Commissioner O'Keefe reported on Community Health Board, AMC, Fairboard, Planning & Zoning

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	180 Total all payments	\$1,829,985.30

- Adjourned until November 24, 2020 at 9:00 a.m. (O'Keefe/Gliszinski)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

LE SUEUR COUNTY PLANNING COMMISSION
88 SOUTH PARK AVE.
LE CENTER, MINNESOTA 56057
November 12, 2020

MEMBERS PRESENT: Don Reak, Doug Krenik, Jeanne Doheny, Shirley Katzenmeyer, Al Gehrke, Pam Tietz, Scott Vonlehe, Commissioner O'Keefe

MEMBERS ABSENT: None

OTHERS PRESENT: Joshua Mankowski

1. The meeting was called to order at 7:00 pm by Chairperson Jeanne Doheny.
2. Agenda. Motion to approve the agenda was made by Doug Krenik. Second by Don Reak. Approved via roll call vote 7-0.
3. Minutes from October 8, 2020 Meeting. Motion to approve the minutes was made by Al Gehrke. Second by Shirley Katzenmeyer. Approved via roll call vote 7-0.
4. Applications

ITEM #1: JOSHUA BEULKE AND JONATHAN BEULKE, MONTGOMERY, MN, (APPLICANT): Request an amendment to the Le Sueur County Zoning Ordinance Section 13.3 to add clinics as a conditional use in the Recreational Commercial (RC) Shoreland District.

Joshua Mankowski presented the PowerPoint presentation.

Joshua Beulke and Jonathan Beulke were present for application.

TOWNSHIP Notified. Response: None.

DNR Notified. Response: None.

LETTERS: None.

PUBLIC COMMENT: None.

Discussion was held regarding: Discussion was held on why clinics would be a good fit within the Recreational Commercial (RC) District, how clinics relate to other Conditional Uses already allowed within the District, concerns were raised about approving the amendment without first discussing the overall impact the addition could have on the RC District and the issue of approving the addition without first establishing definitions and possibly standards.

Motion was made by Doug Krenik to Table the application in order for the Planning Commission to further discuss the impacts of the proposed amendment and discuss possible definitions and standards.

Second by Scott Vonlehe. Motion approved via roll call vote 7-0. Motion carried.

ITEM #2: JEROME & JULIE WIDMER, NEW PRAGUE, MN, (APPLICANT\OWNER):
Request that the County grant a Conditional Use Permit to allow the applicant to transfer the development right from the NE1/4 SW1/4 to the SW1/4 SW1/4 in an Agriculture "A" District. Property is located in the SW 1/4, Section 1, Derrynane Township.

Joshua Mankowski presented the PowerPoint presentation.

Jerome & Julie Widmer were present for the application.

TOWNSHIP Notified. Response: None.

DNR Notified. Response: None.

LETTERS: None.

PUBLIC COMMENT: None.

Discussion was held regarding: Discussion was had about the desire to have somewhere for Jerome & Julie Widmer's second son to build in the future, this would allow homes to be clustered and preserve agricultural land, and the application shows good farming management and planning.

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. **Preserves agricultural land for agricultural uses.***
7. *The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

Motion was made by Shirley Katzenmeyer to Approve the application. Conditions: None.

Second by Al Gehrke. Motion approved via roll call vote 7-0. Motion carried.

5. Discussion Items: Will be setting up a work session to discuss the requested Zoning Ordinance amendment, we will be starting to discuss other zoning amendments, and possible future work session to discuss and get a better understanding recommended conditions from the Environmental Resources Specialist.

6. Warrants/Claim-signatures.

7. Motion to adjourn meeting by Pam Tietz. Second by Don Reak. Motion approved via roll call vote 7-0. Motion carried.

Respectfully submitted,

Joshua Mankowski

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

DRAFT

LE SUEUR COUNTY PLANNING COMMISSION
November 24, 2020

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS

FROM: LE SUEUR COUNTY PLANNING COMMISSION

SUBJECT: "REQUEST FOR ACTION"

The Planning Commission recommends your action on the following items:

ITEM #1: JEROME & JULIE WIDMER, NEW PRABUE, MN, (APPLICANT\OWNER):
Request that the County grant a Conditional Use Permit to allow the applicant to transfer the development right from the NE1/4 SW1/4 to the SW1/4 SW1/4 in an Agriculture "A" District. Property is located in the SW 1/4, Section 1, Derrynane 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 written.

ACTION: ITEM #1: _____

DATE: _____

COUNTY ADMINISTRATOR'S SIGNATURE: _____

ITEM # 1 FINDINGS OF FACT

WHEREAS, JEROME & JULIE WIDMER has applied for a Conditional Use Permit to allow the applicant to transfer the development right from the NE1/4 SW1/4 to the SW1/4 SW1/4 in an Agriculture “A” District. Property is located in the SW 1/4, Section 1, Derrynane Township.

WHEREAS, the Le Sueur County Planning Commission held on public hearing on November 12, 2020 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 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. Preserves agricultural land for agricultural uses.*
7. *The Conditional Use Permit is consistent with the Comprehensive Land Use Plan.*

WHEREAS, On November 24, 2020, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by **JEROME & JULIE WIDMER.**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the November 24, 2020 Le Sueur County Board of Commissioners 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. **Preserves agricultural land for agricultural uses.***

- 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 transfer the development right from the NE1/4 SW1/4 to the SW1/4 SW1/4 in an Agriculture “A” District. Property is located in the SW 1/4, Section 1, Derrynane Township, is APPROVED/DENIED.

ATTEST:

Steven Rohlfing, Chairman, Le Sueur County Board of Commissioners

Darrell Pettis, Le Sueur County Administrator

DATE: _____



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 November 24, 2020

Recommendation to hire Mitchell Johnson as a full time Highway Maintenance Worker in the Highway Department, Grade 6, Step 4 at \$21.28 per hour, effective December 7, 2020.

Recommendation to purchase the Ultimate Human Resources, Payroll and Benefits Software Program through MnCCC.

**WSB & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") is made as of the 20th day of November 2020, by and between Le Sueur County with an address of 88 South Park Avenue, Le Center, Minnesota 56057 ("Client"), and WSB & Associates, Inc. dba WSB with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416 ("Consultant").

Client and Consultant, for the consideration enumerated herein, do hereby agree as follows:

SECTION 1 / GENERAL CONTRACT TERMS AND CONDITIONS

The General Contract Terms and Conditions shall be as set forth in Exhibit A.

SECTION 2 / SCOPE OF WORK

The scope of work to be performed by Consultant is set forth in Exhibit B. The work and services to be performed hereunder and described in Exhibit B shall be referred to herein and in the General Contract Provisions as the "Project".

SECTION 3 / COMPENSATION

The amount, method and timing for payment to the Consultant shall be in accordance with Exhibit C.

SECTION 4 / WORK SCHEDULE

The preliminary schedule of the work, if required, is set forth in Exhibit B.

SECTION 5 / CLIENT RESPONSIBILITIES

The client responsibilities are set out in Exhibit F.

SECTION 6 / SPECIAL CONDITIONS

Special conditions, if any, are as set forth in Exhibit G.

SECTION 7 / EXHIBITS

The following Exhibits are attached hereto and made a part of this Agreement:

- Exhibit A General Contract Provisions
- Exhibit B Scope of Work
- Exhibit C Compensation
- Exhibit D Insurance Schedule
- Exhibit E Rate Schedule
- Exhibit F Client Responsibilities
- ~~Exhibit G Special Conditions~~

All references to the "Agreement" in this Document and the Exhibits shall mean this Agreement and all of the Exhibits as one integrated Agreement

SECTION 8 / ACCEPTANCE OF AGREEMENT

Upon written acceptance of this Agreement by Client, Consultant shall commence the work. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.

CLIENT: LE SUEUR COUNTY

ADDRESS: 88 SOUTH PARK AVENUE

LE CENTER, MN 56057

CONSULTANT: WSB & ASSOCIATES, INC.

ADDRESS: 701 XENIA AVENUE SOUTH

SUITE 300

MINNEAPOLIS, MN 55416

SIGNATURE: _____
PRINTED
NAME: _____

TITLE: _____

SIGNATURE: _____
PRINTED
NAME: _____

TITLE: _____

**EXHIBIT A
GENERAL CONTRACT PROVISIONS**

ARTICLE 1 – PERFORMANCE OF THE WORK

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays outside of Consultant's control increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONSTRUCTION OBSERVATION

If requested by Client, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

Consultant neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an Additional Service. Consultant and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

ARTICLE 5 – OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs, collectively referred to as "Cost Estimates," provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Consultant does not

have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that the proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of Cost Estimates and Client expressly waives any claims related to the accuracy of opinions of Cost Estimates. If Client wishes greater assurance as to Cost Estimates, Client shall employ an independent cost estimator as part of its Project responsibilities.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaption of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – SUBMITTALS AND PAY APPLICATIONS

If the Scope of Work includes the Consultant reviewing and certifying the amounts due the Contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Documents issued by the Consultant. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor shall remain exclusively responsible for its Work.

If the Scope of Work includes Consultant's review and approval of submittals from the Contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

ARTICLE 9 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, arranger, storer, transporter, or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

The Client agrees to indemnify Consultant and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Consultant's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Consultant's services to be provided under this Agreement.

ARTICLE 10 – INSURANCE

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

ARTICLE 11 – TERMINATION OR SUSPENSION

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data

files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 12 – INDEMNIFICATION

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 13 – WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 14 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

ARTICLE 15 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 16 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 17 – CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 18 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 19 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of Minnesota.

ARTICLE 20 – LOCATION OF UNDERGROUND IMPROVEMENTS

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

**EXHIBIT B
SCOPE OF WORK
PLANNING & ZONING SERVICES**

The Client intends to retain the Consultant to provide planning, zoning administration, and other related professional services. The scope of services is listed below.

ARTICLE B.1 – GENERAL SCOPE OF SERVICES

B.1.1 Transition Services.

Consultant will provide transition period services during which existing planning and zoning program protocols and procedures and department requirements will be reviewed to provide efficient and satisfactory services.

B.1.2 Retainer Services.

Consultant will serve as the County Planning & Zoning Administrator in service of Section 25 Subdivision 1 of the zoning ordinance unless otherwise noted herein. Consultant will provide dedicated staff capacity and expertise. Consultant will provide a senior planner to serve as the official Planning & Zoning Administrator, will develop and maintain the protocols and procedures for the department, supervise junior planner provided by Consultant, advise on complex matters, manage complex cases, and serve as project manager. Consultant is available to hold office hours two (2) days per week so long as safety precautions against the spread of COVID-19 are followed. Additional in-office time may be considered in the future. Any necessary changes in staffing will be communicated and approved by Client in advance. Regular check-in meetings at approximately six-month intervals will be provided to review and amend scope and/or compensation as agreed to by Consultant and Client.

B.1.2.1 Permit Administration

- Receipt and tracking of permits sent to Consultant by the Client.
- Application review to determine which (if any) land use approvals are needed.
- Consultant will review permits not needing land use approvals for compliance with the Zoning Ordinance and coordinate with Client to issue the permit.

B.1.2.2 Land Use & Zoning Applications

- Consultant will advise the applicant and coordinate the submittal and review process according to statute and County ordinance.
- Consultant will prepare all “packet” materials for the appointed and elected commissions.
- Consultant will present the application at commission meetings.
- Consultant will prepare approval letter with findings of fact and directs applicant on necessary next steps.

B.1.2.3 Zoning Administration.

- Address customer inquiries.

B.1.2.4 Planning Administration.

- Establish and maintain protocols and procedures for the Planning & Zoning function.
- Departmental representation and coordination.

B.1.3 Procedure Diagnosis.

Consultant will analyze the current administration of the planning and zoning program, to include permit and application procedures and suggest changes to improve the program in the form of a diagnosis report.

- B.1.3.1** Review current permit and application documents and recent permits and applications to identify areas for efficiency and improvement.

- B.1.3.2 Targeted outreach to stakeholders to gather input on areas to improve and retain.
- B.1.3.3 Identify peer communities and best practices.
- B.1.4 Zoning Diagnosis.
A zoning diagnosis is a report that outlines how the current code is falling short and how it compares with best practices in planning and zoning. The deliverable f will be a report including a bulleted list of suggested changes and updates to enable the zoning code to better meet federal and state law, Client objectives and the Client's vision as it relates to planning & zoning.
 - B.1.4.1 Review relevant planning documents, including the existing code, Comprehensive Plan, and any other plans, forms or documents deemed relevant.
 - B.1.4.2 Targeted outreach to stakeholders to gather input on areas to improve and retain.
 - B.1.4.3 Detailed review of the existing code against statute, case law, the Client's objectives and vision, and relative to best practices in planning and zoning.
- B.1.5 Strategic Plan for Planning & Zoning.
Consultant will identify what is needed to support the planning & zoning function in Le Sueur County. The deliverable will outline an appropriately sized and funded planning and zoning department.
 - B.1.5.1 Review the formal and reveal the informal roles and responsibilities involved in administering the planning & zoning function.
 - B.1.5.2 Review the formal goals and objectives for planning and zoning in Le Sueur County.
 - B.1.5.3 Targeted outreach to stakeholders to determine what works and what could be improved in executing Client's planning and zoning services.
 - B.1.5.4 Identify peer planning and zoning communities and best practices.

ARTICLE B.2 – SPECIFIC EXCLUSIONS

This Agreement specifically excludes the items listed below unless specified in the Scope of Services:

- B.2.1 Code Enforcement. Property maintenance and building code enforcement services are not anticipated. Consultant shall not act as a Building Official as a building code has not been adopted by Client.
- B.2.2 Sanitary Inspection. Consultant shall not act as Sanitary Inspector.

ARTICLE B.3 – ADDITIONAL SERVICES

Additional services may be provided on a project-by-project basis as needed, refined, and approved by Client through separate proposals or by amendment.

**EXHIBIT C
COMPENSATION
PLANNING & ZONING SERVICES**

The Client shall pay Consultant for Services rendered as mutually agreed to and deemed fair and reasonable for the particular work to be performed.

The following represents the compensation terms:

ARTICLE C.1 – BASIC SERVICES

Consultant shall be compensated for services described in Exhibit B follows:

Transition Services (hourly not-to-exceed)	\$8,768
Retainer Services (retainer)	\$14,000/month
Procedure Diagnosis (lump sum).....	\$8,800
Zoning Diagnosis (lump sum)	\$12,000
Strategic Plan for Planning & Zoning (lump sum).....	\$4,800

Consultant reserves the right to work with Client to adjust the monthly retainer amount on an annual basis each December. Support services will be charged hourly at the rates included in Exhibit E.

ARTICLE C.2 – ADDITIONAL SERVICES

Compensation for services will be determined on a project-by-project basis. The proposed compensation will be detailed within a written letter proposal submitted by the Consultant to the Client prior to beginning work. If the scope of the project changes after it is authorized, the Consultant will discuss it with the Client and determine an appropriate fee modification.

ARTICLE C.3 – PAYMENT FOR REVISIONS OR OTHER WORK

If the Client directs that revisions be made to the Work following approval or directs Consultant to perform other work, the Consultant shall be compensated for the cost of such revisions at the hourly fee.

ARTICLE C.4 – RECEIPT OF PAYMENT

In order to receive payment for services, the Consultant shall submit monthly invoices describing in detail the services performed in accordance with this contract. Separate statements shall be submitted for each project or a detailed breakdown shall be furnished showing the distribution of charges to each project. The Client shall pay Consultant upon receipt of each monthly invoice. Lump sum contracts will be billed on the percent complete each month.

ARTICLE C.5 – EXPENSES

Consultant shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Consultant shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing

**EXHIBIT D
INSURANCE SCHEDULE**

GENERAL LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Damage to Rented Premises	\$100,000
	Medical Expenses (Any one person)	\$25,000

AUTOMOBILE LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Type of Insurance:	Any Auto	
Coverage:	Combined Single Limit	\$1,000,000

UMBRELLA

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	Each Occurrence/Aggregate	\$5,000,000

EXCESS LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	Each Occurrence/Aggregate	\$5,000,000

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Broker:	Marsh & McLennan Agency, LLC	
Coverage:	<u>Statutory</u>	
	Each Accident	\$ 1,000,000
	Disease-Policy Limit	\$ 1,000,000
	Disease-Each Employee	\$ 1,000,000

PROFESSIONAL LIABILITY

Broker:	H. Robert Anderson and Associates, Inc.	
Coverage:	Each Claim	\$ 5,000,000
	Annual Aggregate	\$ 10,000,000

Certificates of Insurance will be provided upon request.

**EXHIBIT E
RATE SCHEDULE**

2020 Rate Schedule



	Billing Rate/Hour
PRINCIPAL ASSOCIATE	\$152 - \$192
SR. PROJECT ENGINEER SR. PROJECT MANAGER	\$152 - \$192
PROJECT MANAGER	\$135 - \$150
PROJECT ENGINEER GRADUATE ENGINEER	\$90 - \$146
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$58 - \$146
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$70 - \$150
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$58 - \$146
PLANNER SR. PLANNER	\$70 - \$150
GIS SPECIALIST SR. GIS SPECIALIST	\$70 - \$150
CONSTRUCTION OBSERVER	\$95 - \$120
SURVEY	
One-Person Crew	\$149
Two-Person Crew	\$196
Three-Person Crew	\$211
OFFICE TECHNICIAN	\$53 - \$94

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

**EXHIBIT F
CLIENT RESPONSIBILITIES**

The Client's responsibilities related to the services to be provided by Consultant are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Consultant to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Consultant:

ARTICLE F.1

Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Consultant to follow or incorporate into its work.

ARTICLE F.2

Guarantee access to and make all provisions for the Consultant to enter upon public and private lands to enable the Consultant to perform its work under this Agreement.

ARTICLE F.3

Provide such legal, accounting and insurance counseling services as may be required for this Project.

ARTICLE F.4

Notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.

ARTICLE F.5

Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services required under this Agreement.

ARTICLE F.6

Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Consultant as set out below.

ARTICLE F.7

Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.

ARTICLE F.8

Require all Utilities with facilities in the Client's Right of Way to Locate and mark said utilities upon request, Relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

ARTICLE F.9

Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.

ARTICLE F.10

Where appropriate, endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work on the Project.

ARTICLE F.11

Provide record drawings and specifications for all existing physical plants of facilities which are pertinent to the Project.

ARTICLE F.12

Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Consultant of the services in accordance with the Contract Documents.

ARTICLE F.13

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

ARTICLE F.14

Client shall bear all costs incidental to compliance with the requirements of this article.

November - December 2020

Future Meetings

November

- Tuesday, November 24th** **County Board Meeting, 9:00 a.m.**
- Tuesday, November 24th Transportation Local Option Sales Tax Public Open House, 7 p.m.

December

- Tuesday, December 1st** **County Board Meeting, 9:00 a.m.**
- Tuesday, December 1st** **Transportation Local Option Sales Tax Public Hearing, 10 a.m.**
- Thursday, December 10th P&Z Meeting, 7:00 p.m. Location TBD
- Tuesday, December 15th** **Le Sueur – Blue Earth, 1 and 2 Joint Ditch Hearings 1:30 p.m.**
- Tuesday, December 15th** **County Board Meeting, 4:30 p.m. (Budget and Levy Hearing)**
- Thursday, December 17th** **Le Sueur – Scott 1,2 and 4 Joint Ditch Hearings 9:30 a.m.**
- Thursday, December 17th BOA Meeting, 3:00 p.m.
- Tuesday, December 22nd** **County Board Meeting, 9:00 a.m.**

