



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
August 16, 2016**

1. **9:00 a.m. Agenda and Consent Agenda**  
RE: August 2, 2016 Minutes and Summary Minutes  
RE: August 12, 2016 Canvass Board Minutes  
RE: CD #68 Repair Request
  
2. **9:05 a.m. Claims (5 min)**
  
3. **9:10 a.m. Sue Rynda, Human Services (35 min)**
  
4. **9:45 a.m. Josh Mankowski, Environmental Services (30 min)**  
RE: Discuss Gravel Tax Project Request(s)  
RE: AIS Update
  
5. **10:15 a.m. Cindy Shaughnessy, Public Health Director (10 min)**
  
6. **10:25 a.m. Don Reak, Parks Director (5 min)**  
RE: Washington Park Playground Equipment
  
7. **10:30 a.m. Cindy Westerhouse, Human Resources (5 min)**
  
8. **10:35 a.m. Darrell Pettis, County Administrator / Engineer**  
RE: Misc.
  
9. **Future Meetings**

10. **11:00 a.m. Budget Meetings**

# **Le Sueur County, MN**

**Tuesday, August 16, 2016**

**Board Meeting**

## **Item 1**

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

*RE: August 2, 2016 Minutes and Summary Minutes*

*RE: August 12, 2016 Canvass Board Minutes*

*RE: CD #68 Repair Request*

Staff Contact:

## Minutes of Le Sueur County Board of Commissioners Meeting August 2, 2016

The Le Sueur County Board of Commissioners met in regular session on Tuesday, August 2, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlfling, Lance Wetzel and Joe Connolly. Darrell Pettis and Brent Christian were also present.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board approved the agenda.

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

- Approved the July 26, 2016 County Board Minutes and Summary Minutes
- Approved the CD #54 and #63 Repair Requests
- Approved July 2016 Transfers: #1612 Transfer 7,222.00 from Agency to Revenue (Landshark June - 3,677.00, July - 3,545.00), #1613 Transfer 33,792.68 from Road & Bridge to Ditch (#42 - 810.00; #58 - 16,449.63; #59 - 2,835.36; #6 - 700.64; #29 - 3,650.25; #64 - 9,346.80), #1614 Transfer 22,723.44 from Human Services to Revenue (2<sup>nd</sup> Qtr Rent)
- Approved a 3.2 Beer License for Immaculate Conception of Marysburg Church
- Approved a Le Sueur County Ducks Unlimited Gambling Application

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

|            |              |
|------------|--------------|
| Soc Serv:  | \$ 89,756.97 |
| Financial: | \$ 21,584.05 |

Tim Penny, President and CEO of the Southern Minnesota Initiative Foundation appeared before the Board with the 2015 Annual Report.

Josh Mankowski, Environmental Resource Specialist appeared before the Board with one item for discussion and approval.

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board approved to open the meeting for public comment on the Le Sueur County Local Water Management Plan 2016-2021 draft.

On motion by Connolly, seconded by Rohlfling and unanimously approved, the Board approved to close the public hearing with 0 comments. The Board directed Josh Mankowski to submit the necessary paperwork for BWSR to bring to their Board for approval.

Michelle Mettler, Planning and Zoning appeared before the Board with one item for approval.

On motion by Rohlfig, seconded by Connolly and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to Novel Energy Solutions, Rochester, MN (Applicant); Vetter Enterprises, LLC, St. Peter, MN (Owner) to allow the applicant to construct a 3MW solar garden in an Agricultural "A" District. Property is located in the SW1/4, Section 16, Kasota Township. The application was approved with the following conditions and findings are on file at the Planning and Zoning Office:

1. Approval of site from the FAA prior to construction, if negative response from the FAA, the panels will either be eliminated or moved to the west of the property.
2. If site plan changes the applicants shall submit a new drawing to the Department.
3. A bond is submitted to the County for decommissioning of the project.

Amy Beatty, Environmental Programs Specialist, appeared before the Board to discuss the disposal of tires that were dumped in a ditch.

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

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the sidewalk replacement by the South door of the courthouse by Clayton Roemhildt & Sons in the amount of \$2,166.

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

On motion by Rohlfig, seconded by Connolly and unanimously approved, the Board approved the recommendation to approve Linda Fischenich's request to participate in the PERA Phased Retirement Option Program and the Initial Agreement effective January 2, 2017.

On motion by Rohlfig, seconded by Wetzel and unanimously approved, the Board approved the recommendation to post, request the merit list and advertise for a full time Social Services Supervisor in Human Services, as a Grade 14, Step 1 at \$27.89.

On motion by Wetzel, seconded by Rohlfig and unanimously approved, the Board approved the recommendation to grant an additional step to Kim Fillmore, full time Payroll/HR Technician in the Human Resources Department, from Grade 10, Step 3 at \$23.72 per hour to a Grade 10, Step 4 at \$24.58 per hour, effective next pay period.

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

On motion by Rohlfig, seconded by Gliszinski and unanimously approved, the Board approved to accept the final BKV – Le Sueur County Master Facility Plan.

On motion by Wetzel, seconded by Gliszinski, the Board approved 3-2 with Commissioners Wetzel, Gliszinski and Rohlfing voting yes and Commissioners Connolly and King voting no to move forward with the planning of an off-site Justice Center.

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board approved the Right of Refusal to purchase lots from the City of Le Center.

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

| <b>Warrant #</b>                            | <b>Vendor Name</b>                      | <b>Amount</b>       |
|---|---|---------------------|
| 41669                                       | A'Viands                                | \$ 4,019.16         |
| 41670                                       | AAA Striping Service Co.                | \$175,813.10        |
| 41676                                       | Bolton & Menk Inc.                      | \$ 15,972.00        |
| 41680                                       | Chard Tiling & Excavating Inc.          | \$ 7,060.00         |
| 41684                                       | Code 4 Services LLC                     | \$ 4,232.30         |
| 41693                                       | ESRI                                    | \$ 15,000.00        |
| 41698                                       | Genesis                                 | \$ 4,066.30         |
| 41703                                       | Green Tech Recycling                    | \$ 19,046.75        |
| 41717                                       | Le Sueur Co Soli & Water Conserv. Dist. | \$ 5,014.80         |
| 41740                                       | Ramsey County                           | \$ 2,800.00         |
| 41745                                       | Roadside Vegetation Mgt. LLC            | \$ 30,471.20        |
| 41746                                       | Robinson Appraisal & Associates Inc.    | \$ 7,750.00         |
| 41752                                       | S.E.H. Inc.                             | \$ 31,029.82        |
| 41754                                       | Simplexgrinnell                         | \$ 5,457.85         |
| 41761                                       | The Sidwell Co.                         | \$ 2,000.00         |
| 41765                                       | Traxler Construction Inc.               | \$ 8,492.18         |
| 41766                                       | Tri-County Solid Waste                  | \$ 23,363.92        |
| 41772                                       | Waseca County Public Health             | \$ 2,053.22         |
| 41773                                       | Waterford Oil Co. Inc.                  | \$ 11,713.51        |
| 41775                                       | Widseth Smith Nolting & Assoc Inc.      | \$ 15,875.00        |
| 41779                                       | Ziegler Inc.                            | \$ 8,212.95         |
| <b>91 Claims paid less than \$2,000.00:</b> |   | <b>\$ 32,752.89</b> |
| <b>21 Claims paid more than \$2,000.00:</b> |   | <b>\$399,444.06</b> |
| <b>112 Total all claims paid:</b>           |   | <b>\$432,196.95</b> |

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, August 16, 2016 at 9:00 a.m.

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

**Summary Minutes of Le Sueur County Board of Commissioners Meeting, August 2, 2016**

● This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator’s Office at 88 S Park Ave. Le Center, MN and are available at [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us).

● The Le Sueur County Board of Commissioners met in regular session on Tuesday, August 2, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlffing, Lance Wetzel and Joe Connolly. Darrell Pettis and Brent Christian were also present.

● Approved the agenda.(Connolly-Wetzel)

● Approved the consent agenda.(Rohlffing-Gliszinski)

● The following cases and claims were approved: Soc Serv: \$ 89,756.97 and Financial: \$ 21,584.05. (Rohlffing-Gliszinski)

● Approved to open the meeting for public comment on the Le Sueur County Local Water Management Plan 2016-2021 draft. (Wetzel-Connolly)

● Approved to close the public hearing with 0 comments. (Connolly-Rohlffing)

● The Board granted a Conditional Use Permit to Novel Energy Solutions, Rochester, MN (Applicant); Vetter Enterprises, LLC, St. Peter, MN (Owner) to allow the applicant to construct a 3MW solar garden in an Agricultural “A” District. Property is located in the SW1/4, Section 16, Kasota Township. The application was approved with conditions and findings are on file at the Planning and Zoning Office. (Rohlffing-Connolly)

● Approved the sidewalk replacement by the South door by Clayton Roemhildt & Sons. (Wetzel-Gliszinski)

● Approved Linda Fischenich's request to participate in the PERA Phased Retirement Option Program and the Initial Agreement effective January 2, 2017. (Rohlffing-Connolly)

● Approved to post, request the merit list and advertise for a full time Social Services Supervisor in Human Services. (Rohlffing-Wetzel)

● Approved to grant an additional step to Kim Fillmore in the Human Resources Department.(Wetzel-Rohlffing)

● Approved to accept the final BKV – Le Sueur County Master Facility Plan. (Rohlffing-Gliszinski)

● Approved to move forward with the planning of an off-site Justice Center. (Wetzel-Gliszinski)

● Approved the Right of Refusal to purchase lots from the City of Le Center.(Wetzel-Rohlffing)

● The following claims were approved for payment: (Wetzel-Gliszinski)

| Warrant # | Vendor Name                             | Amount       |
|-----------|---|--------------|
| 41669     | A’Viands                                | \$ 4,019.16  |
| 41670     | AAA Striping Service Co.                | \$175,813.10 |
| 41676     | Bolton & Menk Inc.                      | \$ 15,972.00 |
| 41680     | Chard Tiling & Excavating Inc.          | \$ 7,060.00  |
| 41684     | Code 4 Services LLC                     | \$ 4,232.30  |
| 41693     | ESRI                                    | \$ 15,000.00 |
| 41698     | Genesis                                 | \$ 4,066.30  |
| 41703     | Green Tech Recycling                    | \$ 19,046.75 |
| 41717     | Le Sueur Co Soli & Water Conserv. Dist. | \$ 5,014.80  |
| 41740     | Ramsey County                           | \$ 2,800.00  |
| 41745     | Roadside Vegetation Mgt. LLC            | \$ 30,471.20 |
| 41746     | Robinson Appraisal & Associates Inc.    | \$ 7,750.00  |
| 41752     | S.E.H. Inc.                             | \$ 31,029.82 |
| 41754     | Simplexgrinnell                         | \$ 5,457.85  |
| 41761     | The Sidwell Co.                         | \$ 2000.00   |
| 41765     | Traxler Construction Inc.               | \$ 8,492.18  |
| 41766     | Tri-County Solid Waste                  | \$ 23,363.92 |
| 41772     | Waseca County Public Health             | \$ 2,053.22  |

|       |                                    |              |
|-------|------------------------------------|--------------|
| 41773 | Waterford Oil Co. Inc.             | \$ 11,713.51 |
| 41775 | Widseth Smith Nolting & Assoc Inc. | \$ 15,875.00 |
| 41779 | Ziegler Inc.                       | \$ 8,212.95  |
| 91    | Claims paid less than \$2,000.00:  | \$ 32,752.89 |
| 21    | Claims paid more than \$2,000.00:  | \$399,444.06 |
| 112   | Total all claims paid:             | \$432,196.95 |

●Adjourned until Tuesday, August 16, 2016 at 9:00 a.m. (Connolly-Wetzel)

ATTEST: Le Sueur County Administrator                      Le Sueur County Chairman



**Minutes of Canvass Board  
Friday, August 12, 2016**

Pam Simonette, Auditor-Treasurer, called the Canvass Board to order on Friday, August 12, 2016 at 10:00 a.m. in the Courthouse in Le Center, Minnesota. Those members present were Commissioner Joe Connolly, Court Administrator Supervisor Janette Meyer, Le Sueur City Council Member Mark Huntington and Election Administrator Carol Blaschko.

On motion by Connolly, seconded by Huntington, and approved, the Le Sueur County Canvassing Board hereby appoints Carol Blaschko, Election Administrator as the Post Election Review Official pursuant to M.S. 206.89.

On motion by Huntington, seconded by Meyer, and approved, the Post Election Review of the State General Election shall be held in the Commission Chambers of the Le Sueur County Courthouse at 9:30 a.m. on Monday, November 21, 2016. If additional review is necessary, it is to be held at the same site on Wednesday, November 23, 2016 at 9:30 a.m.

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

# REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # 68 located in Sec 27 Cordova township.

Signed  
Mari Novotny  
Mari Novotny

Address/Phone #  
44797 221 ave 612-735-3672

Date: 7-21-16

Description of problem: Slides

Needs to be repaired.  
Roger Ruble  
8-2-16



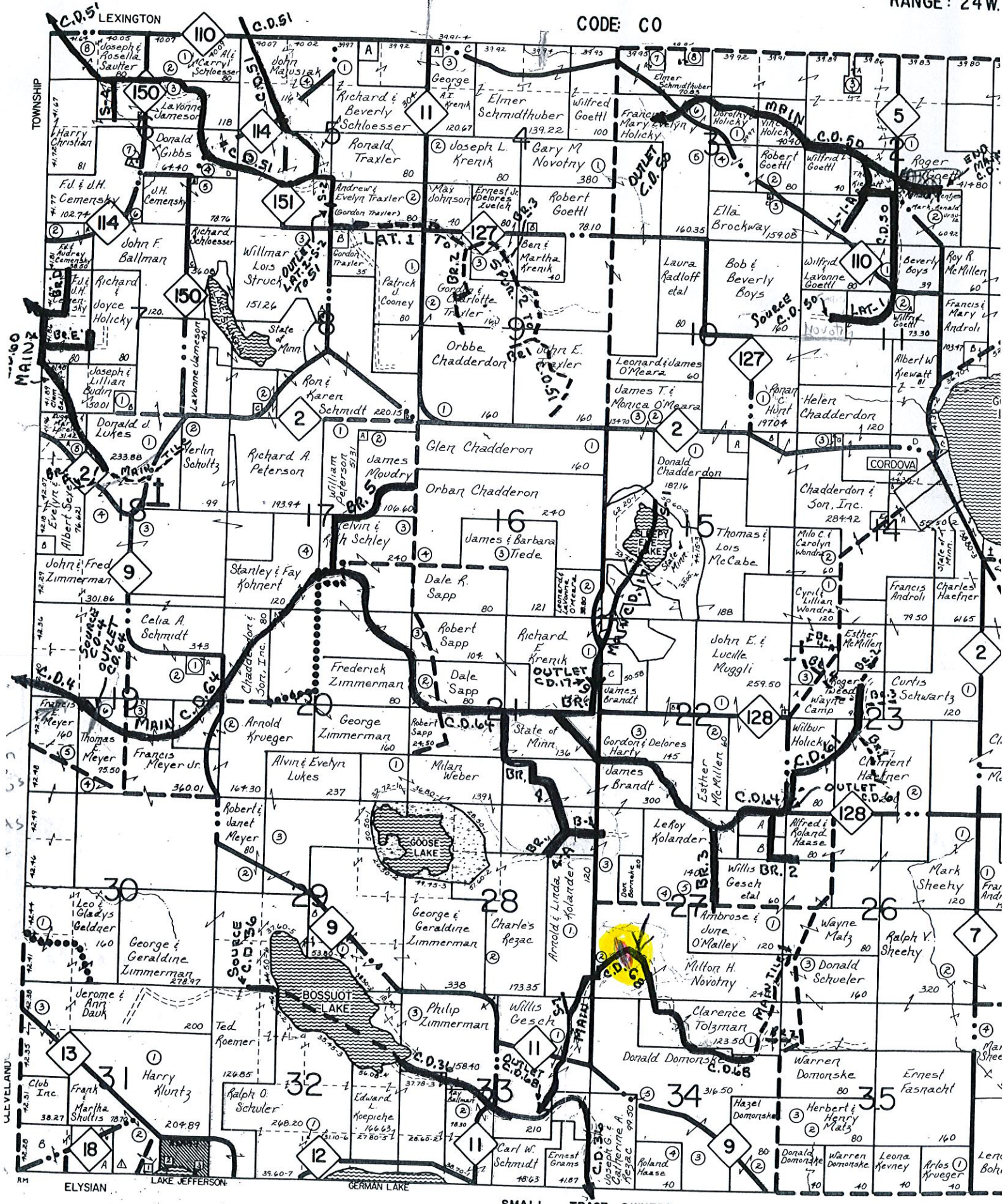


# CORDOVA

TOWNSHIP: 110N.

RANGE: 24W.

CODE: C0



SMALL TRACT OWNERS





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# Le Sueur County, MN

Tuesday, August 16, 2016

Board Meeting

## Item 2

9:05 a.m. Claims (5 min)

Staff Contact:



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# **Le Sueur County, MN**

**Tuesday, August 16, 2016**

**Board Meeting**

## **Item 3**

**9:10 a.m. Sue Rynda, Human Services (35 min)**

Staff Contact:

**Human Services Board Agenda  
August 16, 2016 @ 9:15 a.m.**

**100- INFORMATION/PRESENTATIONS:**

- 110 - New Employee Introduction
  - Erin Wachtel - Eligibility Worker
- 120 - August is Child Support Awareness Month
- 130 - Governor's Mental Health Task Force Update
- 140- Child Protection Task Force Update

**200- CHARTS/GRAPHS:**

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

**300- BOARD APPROVAL ITEMS:**

- 310 - Resolution Approving State of Minnesota Joint Powers Agreement  
With Le Sueur County on Behalf of Human Services
- 320 - Le Sueur County Human Services Joint Powers Agreement
- 330 - Commissioner's Warrants



**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENT  
WITH LE SUEUR COUNTY ON BEHALF OF HUMAN SERVICES**

**WHEREAS, the County of Le Sueur on behalf of Human Services desires to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the County is eligible. The Joint Powers Agreement further provides the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement.**

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

- 1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Le Sueur on behalf of its Human Services are hereby approved. A copy of the Joint Powers Agreement is attached to this Resolution and made part of it.**
- 2. That the Director, Susan Rynda, or her successor, is designated the Authorized Representative for Human Services. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County’s connection to the systems and tolls offered by the State.**
- 3. To assist the Authorized Representative with the administration of the agreement, Lowell Freeman is appointed as the Authorized Representative’s designee.**
- 4. That John King, the Chair of Le Sueur County Board of Commissioners, and Darrell Pettis, the County Administrator and Clerk to the Board, are authorized to sign the State of Minnesota Joint Powers Agreement.**

**Dated: August 16, 2016**

\_\_\_\_\_  
**John King, Chair  
Le Sueur County Board of Commissioners**

**ATTEST:**

\_\_\_\_\_  
**Darrell Pettis  
County Administrator and Clerk to the Board**

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of Le Sueur on behalf of its Human Services ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.



**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### 3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### 4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Susan Rynda, Department Head, 88 South Park Avenue, Le Center, MN 56057, (507) 357-8515, or his/her successor.

### 5 Assignment, Amendments, Waiver, and Contract Complete

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

### 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat.

Ch. 466, governs the Agency's liability.

## 7 Audits

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

### 9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

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

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

*The parties indicate their agreement and authority to execute this Agreement by signing below.*

**1. AGENCY**

Name: John King  
(PRINTED)

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

Title: County Board Chair  
(with delegated authority)

Date: August 16, 2016

Name: Darrell Pettis  
(PRINTED)

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

Title: County Administrator/Board Clerk  
(with delegated authority)

Date: August 16, 2016

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

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

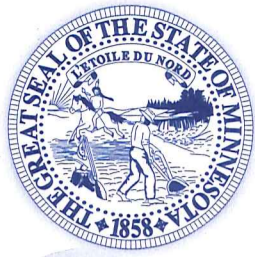
Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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



## STATE of MINNESOTA

# Proclamation

WHEREAS: Minnesota joins the nation in recognizing August as Child Support Awareness Month and reaffirms its commitment to promote the well-being of children; and

WHEREAS: Minnesota salutes those parents who support their children and make child support a consistent source of income and security; and

WHEREAS: Minnesota's child support program serves approximately 250,000 children and 360,000 parents, including 29,000 children on public assistance; and

WHEREAS: County and state child support professionals are vital assets to the state, working in cooperation with parents and other partners to ensure families receive quality services; and

WHEREAS: Minnesota employers collected 450 million dollars towards an overall total of 600 million dollars in child support last year; and

WHEREAS: For every \$1 spent on Minnesota's child support program, \$3.54 was collected in support of Minnesota children; and

WHEREAS: Child Support Awareness Month reminds us all that we are invested in the future of Minnesota's children, and we can collaborate to make that future stable and bright.

NOW, THEREFORE, I, MARK DAYTON, Governor of Minnesota, do hereby proclaim the month of August, 2016, as:

## CHILD SUPPORT AWARENESS MONTH

in the State of Minnesota.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this 8<sup>th</sup> day of August.

  
GOVERNOR



SECRETARY OF STATE

# Le Sueur County, MN

Tuesday, August 16, 2016

Board Meeting

## Item 4

**9:45 a.m. Josh Mankowski, Environmental Services (30 min)**

*RE: Discuss Gravel Tax Project Request(s)*

*RE: AIS Update*

Staff Contact:



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# **Le Sueur County, MN**

**Tuesday, August 16, 2016**

**Board Meeting**

## **Item 5**

**10:15 a.m. Cindy Shaughnessy, Public Health Director (10 min)**

**Staff Contact:**





# LE SUEUR COUNTY PUBLIC HEALTH

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**Public Health**  
Prevent. Promote. Protect.

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

Le Sueur County Board of Commissioners Meeting  
August 16, 2016

Cindy Shaughnessy, Public Health Director

## **Agenda:**

### 1) Appointment of an alternate to the South Central Immtrack (Regional Immunization Registry) Governing Board

- Following the June 2016 Governing Board meeting, direction was given to the public health directors to discuss appointing an alternate at respective county board meetings
- The group is small and at times they face the issue of not having a quorum for meetings
- Attached is the governance portion of the Immtrack Joint Powers Agreement section 4.1.1 that covers the appointment of an alternate to attend meetings if the designated appointee is unable to attend

### 2) Other

- E. Establishment of a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.

### **Article 3 Name**

The name of this entity shall be South Central Regional Immtrack hereinafter sometimes referred to as the Immtrack.

### **Article 4 Governance**

- 4.1 Governing Board. A governing board shall be formed to oversee the operation of the Immtrack and shall be known as the Board.
  - 4.1.1. The Membership of the Governing Board shall be composed of one representative appointed by each participating county's governing body. The representative need not be a member of the governing body of the participating county but must be an agent thereof. An alternate can be designated by each participating county's governing body, in the event the member appointed to the Governing Board is temporarily unable to attend. An alternate shall possess the same qualifications as the Governing Board Member. Any designation of an alternate shall be in writing, signed by the appropriate county, and delivered to the Secretary of the Governing Board.
  - 4.1.2. Documentation. Resolutions or other documentation of designation shall be filed with the Secretary of the Board.
  - 4.1.3. Members not Employees. Members of the Board shall not be deemed to be employees of the Immtrack and will not be compensated, including per diem allowance, for serving on the Board. For all purposes, including workers compensation, each member of the Board shall be considered to be an employee of the Party that made the appointment.
- 4.2. Terms; Vacancies. Board members shall serve until the appointing authority makes a change. The appointing entity shall appoint a designee and/or alternate as soon as a vacancy occurs.
- 4.3. Officers of the Board. The Board shall elect a Chair and Vice Chair from its membership who shall serve for one year.
  - 4.3.1. Election of Officers. The election of the Chair and Vice-Chair shall be conducted at the first board meeting of every year. There is no restriction as to the number of terms.



## Appointment of Alternate Immtrack Joint Powers Governing Board

Whereas, the South Central Regional Immtrack Joint Powers Agreement bylaws section 4.1.1 under Governing Board states:

The Membership of the Governing Board shall be composed of one representative appointed by each participating county's governing body. The representative need not be a member of the governing body of the participating county but must be an agent thereof. An alternate can be designated by each participating county's governing body, in the event the member appointed to the Governing Board is temporarily unable to attend. An alternate shall possess the same qualifications as the Governing Board Member. Any designation of an alternate shall be in writing, signed by the appropriate county, and delivered to the Secretary of the Governing Board.

Therefore, the Le Sueur County Board of Commissioners hereby appoints the following person as the alternate to Le Sueur County's appointed Immtrack Governing Board representative. This person shall attend Immtrack Joint Powers Governing Board meetings when the representative is unable to attend. The alternate shall serve until the appointing authority (Le Sueur County Board of Commissioners) makes a change.

Le Sueur County's Alternate to the Immtrack Governing Board:

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Signed on August 16, 2016

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John King, Chair  
Le Sueur County Board of Commissioners



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# Le Sueur County, MN

Tuesday, August 16, 2016

Board Meeting

## Item 6

**10:25 a.m. Don Reak, Parks Director (5 min)**

*RE: Washington Park Playground Equipment*

Staff Contact:



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# **Le Sueur County, MN**

**Tuesday, August 16, 2016**

**Board Meeting**

## **Item 7**

**10:30 a.m. Cindy Westerhouse, Human Resources (5 min)**

**Staff Contact:**



## Human Resources

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

### **HUMAN RESOURCES AGENDA ITEMS August 16, 2016**

Recommendation to hire Jeremy Swenson, part time Compliance Specialist in Drug Courts, as a Grade 4, Step 1 at \$15.58 per hour, effective August 17, 2016.

Recommendation to grant regular status to Lori Moon, full time Administrative Assistant III in Veteran's Services, effective August 16, 2016. Lori has completed the six-month probationary period.

Recommendation to grant regular status to Heather Gilhousen, full time Accounting/License Clerk in the Auditor/Treasurer's Office, effective August 8, 2016. Heather has completed the six-month probationary period.

Recommendation to grant regular status to Kelly Wroe, full time Accounting/License Clerk in the Auditor/Treasurer's Office, effective August 8, 2016. Kelly has completed the six-month probationary period.

*Equal Opportunity Employer*



# **Le Sueur County, MN**

**Tuesday, August 16, 2016**

**Board Meeting**

## **Item 8**

**10:35 a.m. Darrell Pettis, County Administrator / Engineer**

*RE: Misc.*

Staff Contact:



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# Le Sueur County, MN

Tuesday, August 16, 2016

Board Meeting

## Item 9

### Future Meetings

Staff Contact:



## Future Meetings August – September 2016

|                    |   |
|--------------------|---|
| August 16, 2016    | <b>Board Meeting, 9:00 a.m.</b><br>*BUDGET MEETINGS 11:00 a.m. – 12:00 a.m.   |
| August 18, 2016    | Board of Adjustment Meeting, 3:00 p.m.<br>Environmental Services Building   |
| August 23, 2016    | <b>Board Meeting, 9:00 a.m.</b><br>*BUDGET MEETINGS, 10:30 a.m. -12:00 p.m.   |
| August 24, 2016    | BUDGET MEETINGS, 9:00 a.m. – 3:00 p.m.  |
| August 30, 2016    | No Board Meeting  |
| September 5, 2016  | Closed for Labor Day  |
| September 6, 2016  | <b>Board Meeting, 9:00 a.m.</b>   |
| September 8, 2016  | P&Z Meeting, 7:00 p.m.<br>Environmental Services Building   |
| September 13, 2016 | No Board Meeting  |
| September 15, 2016 | Board of Adjustment Meeting, 3:00 p.m.<br>Environmental Services Building   |
| September 20, 2016 | <b>Board Meeting, 9:00 a.m.</b>   |
| September 27, 2016 | <b>Board Meeting, 9:00 a.m.</b><br><b>*10:00 a.m. CD # 52 Reconvene Redetermination Public Hearing</b><br><b>*10:15 a.m. CD # 18, 19, and 63 Informational Redetermination Public Hearing</b> |



# **Le Sueur County, MN**

**Tuesday, August 16, 2016**

**Board Meeting**

## **Item 10**

**11:00 a.m. Budget Meetings**

**Staff Contact:**