



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
December 18, 2018**

1. **4:30 p.m. Agenda and Consent Agenda**
RE: December 11, 2018 Minutes and Summary Minutes
RE: Gambling Application for Blue Earth County Chapter of Minnesota Pheasants, Inc.

2. **4:35 p.m. Claims (5 min)**

3. **4:40 p.m. Human Services (35 min.)**

4. **5:15 p.m. Jeff Neisen, IT Director (10 min)**
RE: IT Purchase-- Software/Hardware Justice Center

5. **5:25 p.m. Human Resources (5 min)**

6. **5:30 p.m. Chuck Retka (5 min)**
RE: Ney Snowmobile Trail

7. **5:35 p.m. Amy Beatty, Environmental Programs Specialist (5 minutes)**
Household Hazardous Waste Agreement with Scott County

8. **5:40 p.m. Darrell Pettis, County Administrator**
RE: Highway Items
RE: Finley Engineering Proposal and Contract
RE: Le Sueur County Hazard Mitigation Plan Update for 2019
RE: End of Year Board Action Items
RE: Future Meetings

9. **Commissioner Committee Reports**
10. **5:50 p.m. Public Hearing on Proposed Changes to User Fees for 2019**
11. **6:00 p.m. 2019 Budget - Levy Public Hearing**
12. **6:15 p.m. Approve 2019 Levy**
13. **6:20 p.m. Approve 2019 Budget**



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 1

4:30 p.m. Agenda and Consent Agenda

RE: December 11, 2018 Minutes and Summary Minutes

RE: Gambling Application for Blue Earth County Chapter of Minnesota Pheasants, Inc.

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting December 11, 2018

The Le Sueur County Board of Commissioners met in regular session on Tuesday, December 11, 2018 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlring, Lance Wetzel and John King. Brent Christian and Darrell Pettis were also present. Joe Connolly and Dave Gliszinski were excused.

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

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

- Approved the November 27, 2018 County Board Minutes and Summary Minutes
- Approved the November 29, 2018 County Board Minutes and Summary Minutes
- Approved November 2018 Transfers

On motion by King, seconded by Rohlring and unanimously approved, the Board approved the Human Services claims:

Financial: \$ 83,752.18
Soc Services: \$ 92,933.52

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

On motion by Rohlring, seconded by King and unanimously approved, the Board approved the following Parks Board members for 4 year terms through January 2023:

District Two Charles Richter
District Four Mark Volkenant
District Five: Larry Maruska

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

On motion by King, seconded by Rohlring and unanimously approved, the Board approved the Memorandum of Agreement to grant the leave of absence request for Nick Greenig from his position as Patrol Sergeant in the Sheriff's Office, effective January 8, 2019.

On motion by Rohlring, seconded by King and unanimously approved, the Board approved to grant regular status to David Yates, Assistant County Attorney in the County Attorney's, effective December 4, 2018.

On motion by King, seconded by Rohlring and unanimously approved, the Board approved to accept the resignation from Michaela Erickson, part time Home Health Aide in Public Health, effective December 11, 2018.

On motion by King, seconded by Rohlfling and unanimously approved, the Board approved to hire Julie Brockway as a full time Public Health Nurse in Public Health as a Grade 11, Step 7 at \$30.27, effective January 2, 2019.

On motion by Rohlfling, seconded by King and unanimously approved, the Board approved to grant a personal leave request from employee 1638, effective December 6, 2018.

On motion by Rohlfling, seconded by King and unanimously approved, the Board approved to promote Laura Quickle, full time Compliance Specialist, Grade 4, Step 6 at \$19.46 per hour, to a full time Drug Court Coordinator in Drug Court, Grade 13, Step 4 at \$30.60 per hour, effective December 10, 2018.

On motion by King, seconded by Rohlfling and unanimously approved, the Board approved to post and advertise for a full time Network Administrator in the Information Technology Department as a Grade 10, Step 8 at \$29.57.

On motion by King, seconded by Rohlfling and unanimously approved, the Board approved to accept the resignation request from Anna Schwichtenberg full time Office Support Specialist, Sr. in Human Services, effective December 20, 2018.

On motion by Rohlfling, seconded by King and unanimously approved, the Board approved to post and request the merit list for a full time Office Support Specialist, Sr. in Human Services, Grade 4, Step 4 at \$18.12 per hour.

On motion by Rohlfling, seconded by King and unanimously approved, the Board approved to promote Emily O'Brien, Sheriff Administrative Assistant in the Sheriff's Office, Grade 6, Step 6 at \$21.86 per hour, to a full time Office Manager/Evidence Coordinator, Grade 9, Step 5 at \$25.13 per hour, effective December 24, 2018.

On motion by King, seconded by Rohlfling and unanimously approved, the Board approved to post and advertise for a full time Sheriff Administrative Assistant in the Sheriff's Office, Grade 6, Step 4 at \$20.35 per hour.

Holly Kalbus, Environmental Resources Specialist appeared before the Board with one item for approval.

On motion by King, seconded by Rohlfling and unanimously approved, the Board approved and authorized the County Administrator to sign the following Resolution for Aquatic Invasive Species Prevention Aid:

WHEREAS, 2014 Session Law Chapter 308 enacted by the Legislature provides Minnesota Counties a County Program Aid grant for Aquatic Invasive Species (AIS) prevention. The amount is designated by the number of watercraft trailer launches and the number of watercraft trailer parking spaces within each county. Le Sueur County received \$148,373 for the year 2018 and will receive approximately \$149,119 each following year (unless otherwise revised by the State due to a change in the number of launches and/or parking spaces for each county), and

WHEREAS, the legislation requires that Le Sueur County must establish, by resolution or through adoption of a plan, guidelines for the use of the proceeds, which are to prevent the introduction or limit the spread of AIS at all access sites within the county, and

WHEREAS, the county may appropriate the proceeds directly or may use any portion of the proceeds to provide funding for a Joint Powers Board or cooperative agreement with another political subdivision, the Soil and Water Conservation District or lake associations located in the county.

WHEREAS, the county must submit a copy of its guidelines for use of the proceeds for the upcoming year to the Minnesota Department of Natural Resources by December 31 of the current year, and

WHEREAS, AIS is one of the three priority concerns identified in the 2013-2023 State Water plan. A stated goal in the Water Plan is to provide leadership in the fight against AIS by developing proactive solutions aimed at educating and empowering local citizens.

WHEREAS, the Le Sueur County Board of Commissioners designates oversight of the Le Sueur County AIS Prevention Program to the Environmental Services Department and delegates to this department the responsibility to prepare, implement and report annually, a plan to allocate the funding in accordance with the above legislation. A comprehensive AIS prevention plan has been completed.

NOW, THEREFORE, BE IT RESOLVED, the Le Sueur County Board of Commissioners hereby adopts and begins implementation of its approved Aquatic Invasive Species Prevention Plan drafted by the Environmental Services Department and the Le Sueur County AIS Advisory Committee in conjunction with the County Sheriff's Department.

Dave Tieg, Highway Engineer appeared before the Board with two items for approval.

On motion by Rohlfig, seconded by King and unanimously approved, the Board approved the following 2018 Municipal Maintenance Agreements:

<u>City</u>	<u>#Miles</u>	<u>\$ Per Mile</u>	<u>2018 Payment</u>
Cleveland	2.29	\$6,798.45	\$15,568.45
Elysian	1.35	\$6,798.45	\$ 9,177.91
Kasota	2.40	\$6,798.45	\$16,316.28
Le Center	2.13	\$6,798.45	\$14,480.70
Le Sueur	4.05	\$6,798.45	\$27,533.72
Montgomery	3.36	\$6,798.45	\$22,842.79
Waterville	<u>3.29</u>	\$6,798.45	<u>\$22,366.90</u>
Totals	18.87		\$128,286.75

On motion by Rohlfig, seconded by King and unanimously approved, the Board approved the following 2018 Budget Change Requests:

Revenue

Acct	Description	Proposed Budget Amt
10-300-5065	Gravel Tax	\$250,000.00
10-300-5558	Misc. Reimbursements	\$9,550,000.00
10-300-5892	State Aid Regular Maint.	\$1,760,000.00
10-300-5893	State Aid Municipal Const.	\$2,640,000.00
10-300-5896	Bridge Bonds	\$105,514.00

Expenditures

Acct	Description	Proposed Budget Amt
10-300-6260	Professional Services	\$25,000.00
10-301-6260	Professional Services	\$600,000.00
10-301-6388	Right of Way Related Items	\$400,000.00
10-301-6389	State Aid Contracts	\$1,750,000.00
10-301-6390	State Aid Municipal Contr.	\$0
10-301-6392	County Contract Pmts.	\$150,000.00
10-302-6496	Supplies -Aggregate/Asphalt	\$400,000.00
10-302-6605	Building & Structures	\$480,000.00

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

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved and authorized the Board Chair to sign the Baker Tilly services and terms set forth in their Engagement Letter as independent accountants for Le Sueur County.

At 9:52 a.m. on motion by King, seconded by Rohlfing, the Board approved to recess the meeting until 10:00 a.m.

At 10:00 a.m. on motion by Rohlfing, seconded by King, the Board approved to reconvene the board meeting.

At 10:00 a.m. the Chairperson called the Public Hearing for the approval of the 2019 to 2023 Capital Improvement Bonds pursuant to Minnesota Statutes, Section 373.40.

The Chairperson stated that this was the time and place fixed for a public hearing to be held on the County's Capital Improvement Plan (the "Plan") and issuance of bonds (the "Bonds") under Minnesota Statutes, Section 373.40. The County Administrator presented an affidavit showing publication of the notice of public hearing at least fourteen (14) but not more than twenty-eight (28) days prior to the date fixed for the public hearing in the Le Sueur County News, being the official newspaper of the County. The affidavit was examined, found to be satisfactory and ordered it to be placed on file with the County Administrator.

The Chairperson then opened the meeting for the public hearing on the proposal to adopt the Plan and approve the issuance of the Bonds. The purpose of the hearing was explained, the

nature of the Plan and the Bonds was discussed, and all persons present who desired to do so were afforded an opportunity to express their views with respect to the proposal to approve the Plan and issue the Bonds.

With no comments being received from the public on the proposals, at 10:22 a.m. on motion by Rohlring, seconded by King, the Board approved to close public comments.

On motion by Rohlring, seconded by King, the Board approved the following resolution:

**RESOLUTION RELATING TO APPROVAL OF A CAPITAL
IMPROVEMENT PLAN AND ISSUANCE OF GENERAL OBLIGATION CAPITAL
IMPROVEMENT BONDS, SERIES 2019A**

BE IT RESOLVED by the Board of Commissioners (the Board) of Le Sueur County, Minnesota (the Issuer), as follows:

WHEREAS, the Issuer has published notice of its intent to hold a hearing on the issuance of capital improvement bonds under Minnesota Statutes, Section 373.40 (the “Bonds”) and on its proposed Capital Improvement Plan (the “Plan”), at least fourteen (14) but not more than twenty-eight (28) days prior to the date hereof, pursuant to and in accordance with Minnesota Statutes, Section 373.40 (the “Act”); and

WHEREAS, the Board held a public hearing on the date hereof on the Plan and on the issuance of the Bonds to finance the remaining portion of the construction of a new justice center as detailed in the County's 2019 - 2023 Capital Improvement Plan. The County will pay debt service with future ad valorem property taxes, as described in the Act and in the Plan (the “Project”);

WHEREAS, the Board has considered the factors described in subdivision 3 of the Act with respect to the Plan;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby a) approves the Plan, and (b) authorizes the issuance of the Bonds in an amount not to exceed \$13,750,000. Pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), Ehlers & Associates is authorized to prepare and distribute an Official Statement and to solicit proposals for the Bonds on behalf of the County on a competitive sale basis. This Board shall meet on January 15, 2019, for the purpose of considering proposals for the purchase of the Bonds and of taking such action thereon as may be in the best interests of the County.

Board Member Committee Reports:

Commissioner Rohlring recently attended a LCDS meeting, County Ditch 70 Meeting, AMC Conference, AMC Environment and Natural Resource Policy Committee meeting and an MRCI Board meeting.

Commissioner King attended a Le Sueur – Waseca Library Board meeting.

Commissioner Wetzel attended a LCDS meeting, MN Valley Coalition meeting, AMC award dinner and Le Sueur – Rice Joint Ditch meetings.

On motion by Rohlfing, seconded by King and unanimously approved, the following claims were approved for payment:

Warrant #	Vendor Name	Amount
52443	Advanced Correctional Healthcare Inc.	\$ 2,442.90
52444	Ag Partners Coop	\$ 25,856.39
52455	Bolton & Menk Inc.	\$ 4,090.50
52456	Constance Brastad	\$ 10,425.75
52457	Lynn Breeggemann	\$ 17,037.71
52461	Cardio Partners	\$ 6,200.00
52462	Cargill Inc.	\$ 79,151.94
52467	Contech Engineered Solutions LLC	\$ 2,108.82
52475	Ehlers & Associates Inc.	\$ 3,800.00
52476	Election Systems & Software Inc.	\$ 9,650.38
52490	Javens Mechanical Contracting Inc.	\$ 15,074.44
52494	Lake Francis Assoc	\$ 5,000.00
52498	Le Sueur Co Soil & Water Conserv.Dist.	\$ 32,693.93
52500	M-R Sign Co. Inc.	\$ 4,800.50
52511	MN Dept of Transportation	\$ 2,541.81
52523	Paragon Printing & Mailing Inc.	\$ 10,300.83
52527	RDO Equipment Co.	\$ 3,042.12
52532	Schwicker's Tects America LLC	\$ 4,025.06
52533	S.E.H. Inc.	\$ 26,623.26
52534	SHI International Corp.	\$ 2,340.00
52536	S.M.C. Co. Inc.	\$ 2,483.33
52538	Suel Printing Co.	\$ 3,586.00
52545	Traxler Construction Inc.	\$ 6,562.55
52552	Vision Solutions Inc.	\$ 2,451.16
52556	Waterford Oil Co. Inc.	\$ 35,831.55
52558	Wenck Associates Inc.	\$ 15,170.42
52566	WSB & Associates Inc.	\$ 2,063.00
52567	Ziegler Inc.	\$ 2,160.63
52568	Zimmerman Tiling & Excavating LLC	\$ 2,520.00
98	Claims paid less than \$2,000.00:	\$ 33,381.38
29	Claims paid more than \$2,000.00:	\$340,034.98
127	Total all claims paid:	\$373,416.36

On motion by King, seconded by Rohlfing and unanimously approved, the Board adjourned until Tuesday, December 18th, 2018 at 4:30 p.m.

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

Summary Minutes of Le Sueur County Board of Commissioners Meeting, December 11, 2018

•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. (King-Rohlfing)
- Approved the consent agenda. (Rohlfing-King)
- Approved the Human Services claims: Financial \$ 83,752.18 and Soc Services \$ 92,933.52 (King-Rohlfing)
- Approved 4 year terms for Charles Richter, Mark Volkenant and Larry Maruska as Parks Board members. (Rohlfing-King)
- Approved the Memorandum of Agreement to grant the leave of absence request for Nick Greenig in the Sheriff's Office. (King-Rohlfing)
- Approved regular status to David Yates in the County Attorney's Office. (Rohlfing-King)
- Approved the resignation from Michaela Erickson in Public Health. (King-Rohlfing)
- Approved to hire Julie Brockway in Public Health. (King-Rohlfing)
- Approved a personal leave request from employee 1638. (Rohlfing-King)
- Approved to promote Laura Quickle to a full time Drug Court Coordinator in Drug Court. (Rohlfing-King)
- Approved to post and advertise for a full time Network Administrator in the Information Technology Department. (King-Rohlfing)
- Approved the resignation request from Anna Schwichtenberg in Human Services. (King-Rohlfing)
- Approved to post and request the merit list for a full time Office Support Specialist, Sr. in Human Services. (Rohlfing-King)
- Approved to promote Emily O'Brien to Office Manager/Evidence Coordinator in the Sheriff's Office. (Rohlfing-King)
- Approved to post and advertise for a full time Sheriff Administrative Assistant in the Sheriff's Office. (King-Rohlfing)
- Approved the Resolution for Aquatic Invasive Species Prevention Aid. (King-Rohlfing)
- Approved the 2018 Municipal Maintenance Agreements. (Rohlfing-King)
- Approved the Highway Department 2018 Budget Change Requests. (Rohlfing-King)
- Approved the Baker Tilly services and terms set forth in their Engagement Letter as independent accountants for Le Sueur County. (Rohlfing-King)
- Approved to recess the meeting at 9:52 a.m. until 10:00 a.m. (King-Rohlfing)
- Approved to reconvene the board meeting at 10:00 a.m. and called the Public Hearing for the approval of the 2019 to 2023 Capital Improvement Bonds. (Rohlfing-King)
- With no public comments received, the Board approved to close public comments. (Rohlfing-King)
- Approved the Resolution Relating to Approval of a Capital Improvement Plan and Issuance of General Obligation Capital Improvement Bonds, Series 2019A. (Rohlfing-King)
- The following claims were approved for payment: (Rohlfing-King)

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98	Claims paid less than \$2,000.00:	\$ 33,381.38
29	Claims paid more than \$2,000.00:	\$340,034.98
127	Total all claims paid:	\$373,416.36

•Adjourned until Tuesday, December 18th, 2018 at 4:30 p.m. (King-Rohlfing)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: <u>Le Sueur</u></p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Howard O. Ward Date: 12-7-2018
(Signature must be CEO's signature; designee may not sign)

Print Name: Howard O. Ward

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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<p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days, or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>Mail application with:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> a copy of your proof of nonprofit status, and <input checked="" type="checkbox"/> application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p><small>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</small></p>	<p><small>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</small></p>	<p><small>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</small></p>
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This form will be made available in alternative format (i.e. large print, braille) upon request.

An Equal Opportunity Employer



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 2

4:35 p.m. Claims (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 3

4:40 p.m. Human Services (35 min.)

Staff Contact:

Human Services Board Agenda December 18, 2018 @ 9:10 a.m.

100- INFORMATION/PRESENTATIONS:

- 110 - County, City, Tribal, and State Health and Human Services Day
 - December 12th Proclamation Activity
- 120 - Community Connections Project Update
- 130 - U of M- Hubert H Humphrey Institute Program Evaluation

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 - AMH-CSP State Grant Contract CY 2019-20
- 320 - 2019 Clubhouse Lease
- 330 - Commissioner's Warrants

State of Minnesota Department of Human Services County Grant Contract

RECITALS

THIS GRANT CONTRACT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services, Behavioral Health Division (hereinafter STATE) and the county of Le Sueur, address 88 South Park Ave, Le Center, MN 56057 (hereinafter COUNTY), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act") is empowered to enter into grant contracts to create and ensure a unified, accountable, comprehensive adult mental health system, and

WHEREAS, pursuant to the Minnesota Comprehensive Adult Mental Health Act, County and State will collaborate to provide supports and services that:

- (1) recognize the right of adults with mental illness to control their own lives as fully as possible;
- (2) promote the independence and safety of adults with mental illness;
- (3) reduce chronicity of mental illness;
- (4) eliminate abuse of adults with mental illness;
- (5) provide services designed to:
 - (i) increase the level of functioning of adults with mental illness or restore them to a previously held higher level of functioning;
 - (ii) stabilize adults with mental illness;
 - (iii) prevent the development and deepening of mental illness;
 - (iv) support and assist adults in resolving mental health problems that impede their functioning;
 - (v) promote higher and more satisfying levels of emotional functioning; and
 - (vi) promote sound mental health; and
- (6) provide a quality of service that is effective, efficient, appropriate, and consistent with contemporary professional standards in the field of mental health.

NOW, THEREFORE, it is agreed:

1. COUNTY'S RESPONSIBILITIES. COUNTY shall:

Grant Contract #:

1
Revised 05/2015

- 1.1 Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act, in accordance with Attachment A, which is attached and incorporated into this grant contract.
- 1.2 Ensure all revenue received by COUNTY and it's contracted, or subcontracted providers shall be managed according to Minnesota Rules chapter 9535.1740, subp.3.
- 1.3 Have written policy and procedures governing accounting and operational procedures.
- 1.4 Ensure that all sub-contracts entered into under this agreement are written to comply with Minn. Stat. 245.466, subd. 3, and 256.0112.
- 1.5 Have a transition plan that complies with Minn. Stat. 245.466 subd. 3a.
- 1.6 Include persons with mental illness and tribal organizations of the county/region in the development, implementation, and evaluation of all Adult Mental Health Plans.
- 1.7 Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661.
- 1.8 Ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712, subd. 1.
- 1.9 When applicable, ensure contracted providers bill eligible insurance first before using grant funding.
- 1.10 Complete and ensure all data reporting requirements are met, including, but not limited to, requirements related to the Mental Health Information System (MHIS) and the Social Services Information System (SSIS) as directed by the STATE.

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by COUNTY pursuant to this grant contract shall be paid by the STATE as follows:

(a.) Compensation. COUNTY will be paid in accordance with Attachment A. Attachment A, "Budget", covers two full calendar years. The total budget amount indicated in Attachment A is to be dispersed over two years. In calendar year 2019, GRANTEE shall not invoice the STATE, and STATE shall not pay GRANTEE, for more than half the total budget amount indicated in Attachment A.

All expenditures must be for services, or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$5,000 and is 1) land, buildings (facilities),

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equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance).

Revisions to the grant plan budget require prior approval from the STATE. Notwithstanding Clause 9 of this contract, revisions may be done on a form provided by the STATE. Revisions are required when adding or removing a BRASS code to the budget or adding or removing a provider(s). Amendments are required when extending the end date or changing the total grant award, pursuant to Clause 9 of this contract.

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by COUNTY'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. COUNTY shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to COUNTY shall not exceed one hundred twenty two thousand twelve dollars **(\$122,012.00)**.

(d.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Compensation shall be as follows:

The county will receive one initial payment of **\$15,252.00**. Following each March 31st, June 30th, September 30th and December 31st of each year of the contract, the COUNTY will report expenditures on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895). The COUNTY must use the DHS-2895 form specific to the grant. Upon receipt, the STATE will reimburse the COUNTY for expenditures reported. (b.) Within sixty (60) days of the end of the grant period, the STATE will complete a reconciliation of payments issued against expenditures reported by the COUNTY.

(c.) If actual expenditures by the COUNTY are less than listed in the total approved program budget at the end of the grant contract's term, the STATE shall reduce the final payment so as not to exceed total expenditures.

3. CONDITIONS OF PAYMENT. All services provided by COUNTY pursuant to this grant contract shall be performed to the reasonable satisfaction of the STATE, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

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4. PAYMENT RECOUPMENT. The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant contract any amounts paid by the STATE, under this or any previous grant contract, for which invoices and progress reports have not been received, or for which the COUNTY'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform grant services and in accordance with Minn. Stat. 245.483.

5. TERMS OF GRANT CONTRACT. This grant contract shall be effective on **January 1, 2019**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **December 31, 2020**, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. COUNTY understands that NO work should begin under this grant contract until ALL required signatures have been obtained. STATE will notify COUNTY when all required signatures have been obtained. The COUNTY shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 17. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be cancelled by the STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the COUNTY has breached a material term of the grant contract, or when COUNTY'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant contract 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 will be by written notice to the COUNTY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the COUNTY notice of the lack of funding within fifteen (15) days of the STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant contract by COUNTY, STATE shall provide COUNTY written notice of the breach and thirty (30) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be

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in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If COUNTY has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES and RESPONSIBLE AUTHORITY.

7.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract Gloria Smith or her successor. Such representative, acting on behalf of the STATE, shall have final authority for acceptance of COUNTY'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2. All notices required under this grant contract shall be made to the Authorized Representative. If the STATE's Authorized Representative changes at any time during this grant contract, STATE will notify COUNTY in a reasonable amount of time.

7.2. County. The COUNTY's Authorized Representative is Lance Wetzel or his successor. If the COUNTY's Authorized Representative changes at any time during this grant contract, the COUNTY must immediately notify the STATE. All notices required under this grant contract shall be made to the Authorized Representative.

8. ASSIGNMENT. COUNTY will not assign, transfer or subcontract any rights or obligations under this grant contract without the prior written consent of the STATE, except to the extent a subcontract is explicitly listed in Attachment A, the Approved Mental Health Plan.

9. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

10. LIABILITY. To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

12. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to COUNTY under this grant

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contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

- B. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant contract. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, COUNTY will be responsible for its own compliance.

13. Intellectual Property Rights.

Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant contract. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the COUNTY, its employees, agents, or subcontractors, in the performance of this grant contract.

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the COUNTY upon request of STATE. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source. For clarity, COUNTY may maintain copies of records and Works and Documents it creates under this grant contract.

Responsibilities.

Assignment of Rights. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the COUNTY, including its employees and subcontractors, and are created and paid for under this grant contract, the COUNTY will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. The COUNTY must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership

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interest in the Works and Documents created and paid for under this grant contract. The COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of the STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The COUNTY represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the COUNTY is liable for any and all claims or causes of action arising brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

14. WORKERS' COMPENSATION. The COUNTY certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

15. VOTER REGISTRATION REQUIREMENT. COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the COUNTY.

16. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

17. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18. WAIVER. If either party fails to enforce any provision of this grant contract, that failure does not waive the provision or the party's right to enforce it.

19. CONTRACT COMPLETE. This grant contract, and its attachments, contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

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20. OTHER PROVISIONS.

20.1. COUNTY agrees that no religious based counseling shall take place under the auspices of this grant contract.

20.2. If the COUNTY has an independent audit, a copy of the audit shall be submitted to the STATE.

20.3. COUNTY must comply with all applicable requirements of the Open Meeting Law in Minnesota Statutes chapter 13D.

20.4. COUNTY and its subcontractors must comply with the Minnesota Department of Administration, Office of Grants Management policies for grants management.

20.5. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 471.425, the COUNTY must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the COUNTY in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Grant No: _____

2. COUNTY

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the County.

By: _____

Title: _____

Date: _____

I certify that the signatories for the County have lawful authority, by virtue of the by-laws or a resolution, to bind the County to the terms of this grant contract.

(Attorney for County)

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution:

Agency - Original (fully executed) grant contract

County

State Authorized Representative

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DEC 13 2018

COMMERCIAL LEASE

RECEIVED

This lease is made between Le Sueur Co. Soil and Water Conserv. District of Le Sueur Co. Human Services, herein called Lessor, and Le Sueur Co. Human Services, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Le Center County of Le Sueur, State of MINN, described as 181 W. Minn. St SE room & restroom upon the following TERMS and CONDITIONS:

1. Term and Rent. Lessor demises the above premises for a term of January 1, 2019, and terminating on December 31, 2019, commencing sooner as provided herein at the annual rental of \$100.00 monthly Dollars (\$), payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above.

2. Use. Lessee shall use and occupy the premises for Le Sueur Co. Human Services. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and: General Maintenance which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. Utilities. All applications and connections for necessary ~~utility~~ telephone services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for ~~sewer, water, gas, electricity~~, and telephone services.

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. Possession. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 0 days of the commencement of the term hereof.

10. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

11. Insurance. Lessee, at his expense, shall maintain ~~leases~~ and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

12. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease

14. Lessor's Remedies on Default. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within _____ days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such _____ days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than _____ days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects.

15. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of _____ Dollars (\$ _____) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. Tax Increase. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to _____% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

17. Common Area Expenses. In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

18. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

19. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

20. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

21. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

22. Option to Renew. Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of _____ months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ _____. The option shall be exercised by written notice given to Lessor not less than _____ days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

23. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

24. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this _____ day of _____

By: _____
Lessee

By: Jim Stuck Chairman
Lessor



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 4

5:15 p.m. Jeff Neisen, IT Director (10 min)

RE: IT Purchase-- Software/Hardware Justice Center

Staff Contact:

		Items for Purchase	
		Total	
SAN	SHI	\$54,753.00	\$109,506.00
	Marco	\$99,621.00	\$99,621.00
DataCenter	SHI		\$8,034.00
	Marco		\$10,176.00
VMWare	SHI		\$4,848.00
	Marco		\$5,272.00
VeeamBackup	SHI		\$17,044.00
FireWall	ITSavvy		\$7,060.00
Mitel Phones License	Marco	\$108.50	\$5,425.00
Mitel Phones	Marco	\$257.30	\$12,865.00



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

ITsavvy LLC
 313 South Rohlwing Road
 Addison, IL 60101
 www.ITsavvy.com

Quote Details	
Quote #:	3177249
Date:	12/18/2018
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

Bill To:
 ACCT #: 574110
 Le Sueur County
 Accounts Payable
 88 S Park Ave
 Le Center, MN 56057
 United States
 507-357-8286

Ship To:
 Le Sueur County
 Jeff Neisen
 88 S Park Ave
 Le Center, MN 56057-1658
 United States
 507-357-8286

Client Contact:
 Jeff Neisen
 (P) 507-357-8286
 jneisen@co.le-sueur.mn.us

Client Executive:
 Jason Hawkins
 (P) 630.396.6318
 (F) 630.396.6322
 jhawkins@ITsavvy.com

Description: Watchguard M500 w/ 3yr Basic Security Suite

Item Description	Part #	Tax	Qty	Unit Price	Total
1 WatchGuard Firebox M500 Security appliance - with 3 years Basic Security Suite - 8 ports - GigE - 1U Manufacturer Part #: WGM50033	16239216	Y	1	\$7,060.00	\$7,060.00

Fair Market Value		\$1 Buy Out	
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$2,336.85	\$1,565.86	\$2,550.03	\$1,608.30

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

Subtotal: \$7,060.00
 Shipping: \$0.00
 Tax: Exempt
TOTAL: \$7,060.00

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at www.ITsavvy.com/termsandconditions, shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____



Pricing Proposal
 Quotation #: 16400176
 Created On: 12/13/2018
 Valid Until: 12/31/2018

County of Le Sueur

Inside Account Executive

Jeff Neisen

88 South Park Avenue
 Le Center, MN 56057
 United States
 Phone: 507.357.2251 ext 286
 Fax:
 Email: jneisen@co.le-sueur.mn.us

David Vieira

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-652-7647
 Fax: 732-564-8078
 Email: David_Vieira@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 VBR ENT UPG FROM VBE ENT 2SOCKET BNDL PUBLIC SECTOR Veeam Software - Part#: P-VBRENT-VS-P0000-UB Note: For Renewal until March 3 2022	3	\$910.00	\$2,730.00
2 ANNUAL BASIC MNT RNWL VBR ENT Veeam Software - Part#: V-VBRENT-VS-P01AR-00 Note: For Renewal until March 3 2022	6	\$320.00	\$1,920.00
3 ADDL 2YR PROD 24/7 MNT PREPAID FOR VBR ENT INCL 1ST YR 24/7 UPLIFT Veeam Software - Part#: V-VBRENT-VS-P02PP-00 Note: For Renewal until March 3 2022	10	\$745.00	\$7,450.00
4 VBR ENT PUBLIC SECTOR Veeam Software - Part#: P-VBRENT-VS-P0000-00 Note: For Renewal until March 3 2022	4	\$1,137.00	\$4,548.00
5 MONTHLY PROD 24/7 MNT RNWL INCL 24/7 UPLIFT VBR ENT Veeam Software - Part#: V-VBRENT-VS-P0PMR-00 Note: For Renewal until March 3 2022	12	\$33.00	\$396.00
		Subtotal	\$17,044.00
		Total	\$17,044.00

Additional Comments

Veeam has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0



Pricing Proposal
 Quotation #: 16405560
 Created On: 12/14/2018
 Valid Until: 1/13/2019

County of Le Sueur

Inside Account Executive

Jeff Neisen

88 South Park Avenue
 Le Center, MN 56057
 United States
 Phone: 507.357.2251 ext 286
 Fax:
 Email: jneisen@co.le-sueur.mn.us

David Vieira

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-652-7647
 Fax: 732-564-8078
 Email: David_Vieira@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 VMware vSphere Standard - (v. 6) - license - 1 processor VMware - Part#: VS6-STD-C	4	\$902.00	\$3,608.00
2 VMware Support and Subscription Production - Technical support - for VMware vSphere Standard Edition (v. 6) - 1 processor - emergency phone consulting - 1 year - 24x7 - response time: 30 min VMware - Part#: VS6-STD-P-SSS-C	4	\$310.00	\$1,240.00
		Subtotal	\$4,848.00
		Total	\$4,848.00

Additional Comments

Please note the following:

- 1) VMware EULA -- [VMware EULA](#)
- 2) VMware Does Not offer a standard return policy
- 3) Service offerings are non-refundable
- 4) PSO Credits are only active for 1 Year

1. By issuing a purchase order or acknowledging this quote, when applicable, Customer certifies that employees at each of their locations adhere to all applicable export and re-export control laws and regulations covering the distributed products purchased and/or received by the Customer.
2. By issuing a purchase order or acknowledging this quote, and when applicable, Customer understands that the commodities, software and/or technology ("Items") it purchases or receives under this quote may be subject to export, re-export, or other restrictions. Customer agrees to comply with all applicable laws and regulations relating to the export and re-export of such Items obtained by Customer.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

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 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Le Sueur County - VMware vsphere



Prepared by:
Marco - Mankato
 Doug Doyle
 320.259.3001 x8652
 doug.doyle@marconet.com

Prepared for:
LE SUEUR COUNTY
 88 S PARK AVE
 LE CENTER, MN 56057
 Jeff Neisen
 507.357.8101
 jneisen@co.le-sueur.mn.us

Quote Information:
Quote #: 032394
 Version: 2
 Date Issued: 12/18/2018
 Expiration Date: 01/16/2019

VMware Vsphere with 1 Year Production Support

Description	Price	Qty	Ext. Price
VSPHERE 6 STD FOR 1 PROC	\$995.00	4	\$3,980.00
VMware Production Support & Subscription - 1 Year - Service - 24 x 7 x 30 Minute - On-site - Technical - Electronic Service - Emergency Phone Support	\$323.00	4	\$1,292.00
Subtotal:			\$5,272.00



Pricing Proposal
 Quotation #: 16402421
 Created On: 12/13/2018
 Valid Until: 1/12/2019

County of Le Sueur

Inside Account Executive

Jeff Neisen

88 South Park Avenue
 Le Center, MN 56057
 United States
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 Fax:
 Email: jneisen@co.le-sueur.mn.us

David Vieira

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-652-7647
 Fax: 732-564-8078
 Email: David_Vieira@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	PROSUPPORT PLUS HARDWARE SUPPORT Dell - Part#: M-PSP-HWE-004	1	\$12,498.00	\$12,498.00
2	PDP ONSITE BASE PLUS IMPLEMENTATION Dell - Part#: PS-PDP-UXIMBPOS	1	\$7,588.00	\$7,588.00
3	30DAYPOSTDEPLOYASSIST UNITY Dell - Part#: PS-PDP-P30UNITY	1	\$227.00	\$227.00
4	UNITY PRODEPLOYPLUS TRACKING Dell - Part#: PS-PDP-UNYTRACKING	1	\$0.00	\$0.00
5	1 TRAINING CREDIT VALID 1YR (PDP) EMC - Part#: CE-PDPTC0001	800	\$2.00	\$1,600.00
6	UNITY 300 2U DPE 25X2.5 DRIVE FLD RCK Dell - Part#: D31D24AF25	1	\$5,248.00	\$5,248.00
7	UNITY 25 DRIVE DPE FLD INSTALL KIT Dell - Part#: D31DEMCK25KIT	1	\$0.00	\$0.00
8	HARDWARE INSTALLATION Dell - Part#: PS-BAS-UXHWIN	1	\$1,787.00	\$1,787.00
9	UNITY 4X10GB SFP ISCSI/ETH CONNECTION Dell - Part#: D3SFP10I	1	\$0.00	\$0.00
10	UNITY 6TB NLSAS 15X3.5 DRIVE EMC - Part#: D3-VS07-6000	9	\$969.00	\$8,721.00
11	UNITY 3U 15X3.5 DRIVE DAE FLD RCK Dell - Part#: D3123F	1	\$1,155.00	\$1,155.00

12	UNITY 1.8TB 10K SAS 25X2.5 DRIVE EMC - Part#: D3-2S10-1800	10	\$703.00	\$7,030.00
13	UNITY SYSPACK 6X1.8TB 10K SAS 25X2.5 Dell - Part#: D3SP-S6X1800-10K	1	\$4,213.00	\$4,213.00
14	UNITY 400GB FAST CACHE 25X2.5 DRIVE EMC - Part#: D3FC-2S12FX-400	3	\$1,136.00	\$3,408.00
15	ADD HOST SMALL Dell - Part#: PS-BAS-UXADHSM	1	\$1,278.00	\$1,278.00
16	UNITY 300 BASE SOFTWARE+ D@RE=IC Dell - Part#: 458-001-839	1	\$0.00	\$0.00
17	PROSUPPORT PLUS SOFTWARE SUPPORT Dell - Part#: M-PSP-SWE-004	1	\$0.00	\$0.00
18	STORAGE M&R FOR UNITY=IC Dell - Part#: 458-002-287	1	\$0.00	\$0.00
19	PROSUPPORT W/MISSION CRITICAL-SOFTWARE Dell - Part#: M-PSM-SWE-005	1	\$0.00	\$0.00
20	STORAGE M&R FOR UNITY LIC=IC Dell - Part#: 456-113-338	1	\$0.00	\$0.00
21	APPSYNC BASIC FOR UNITY 300 =IC Dell - Part#: 458-001-425	1	\$0.00	\$0.00
22	PROSUPPORT W/MISSION CRITICAL-SOFTWARE Dell - Part#: M-PSM-SWE-004	1	\$0.00	\$0.00
23	APPSYNC BASIC FOR UNITY 300 =IC Dell - Part#: 456-109-802	1	\$0.00	\$0.00
24	RP BASIC FOR UNITY 300/300F/350F =IC Dell - Part#: 458-001-374	1	\$0.00	\$0.00
25	PROSUPPORT W/MISSION CRITICAL-SOFTWARE Dell - Part#: M-PSM-SWE-004	1	\$0.00	\$0.00
			Subtotal	\$54,753.00
			Total	\$54,753.00

Additional Comments

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TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Le Sueur County - Storage



Prepared by:

Marco - Minneapolis
 Doug Doyle
 320.259.3001 x8652
 doug.doyle@marconet.com

Prepared for:

LE SUEUR COUNTY
 88 S PARK AVE
 LE CENTER, MN 56057
 Jeff Neisen
 507.357.8101
 jneisen@co.le-sueur.mn.us

Quote Information:

Quote #: 032073
 Version: 4
 Date Issued: 12/18/2018
 Expiration Date: 01/12/2019

MSA SAN - 58 TB Usable with 800 GB SSD for caching or storage

Description	Price	Qty	Ext. Price
MSA 2052 SAN Configuration - JC	\$48,827.57	1	\$48,827.57
MSA 2052 SAN DC SFF STOR		1	
MSA 2.4TB 12G SAS 10K 2.5IN 512E HD		21	
HPE 2050 Drive Enclosure - 2U Rack-mountable - 24 x HDD Supported - 24 x SSD Supported - 24 x Total Bay - 24 x 2.5" Bay - 12Gb/s SAS - 12Gb/s SAS		1	
HPE 2.40 TB Hard Drive - SAS (12Gb/s SAS) - 2.5" Drive - Internal - 10000rpm		11	
HPE 800 GB Solid State Drive - SAS (12Gb/s SAS) - 2.5" Drive - Internal		2	
4PK MSA 16GB SW FC SFP XCVR		1	
4PK MSA 10GB SR ISCSI SFP XCVR		1	
Cisco 10GBASE-SR SFP+ Module for MMF - For Data Networking, Optical Network - 1 x 10GBase-SR - Optical Fiber - 1.25 GB/s 10 Gigabit Ethernet10	\$491.60	4	\$1,966.40
MSA 2052 SAN Configuration - CH	\$48,827.57	1	\$48,827.57
MSA 2052 SAN DC SFF STOR		1	
MSA 2.4TB 12G SAS 10K 2.5IN 512E HD		21	
HPE 2050 Drive Enclosure - 2U Rack-mountable - 24 x HDD Supported - 24 x SSD Supported - 24 x Total Bay - 24 x 2.5" Bay - 12Gb/s SAS - 12Gb/s SAS		1	
HPE 800 GB Solid State Drive - SAS (12Gb/s SAS) - 2.5" Drive - Internal		2	
HPE 2.40 TB Hard Drive - SAS (12Gb/s SAS) - 2.5" Drive - Internal - 10000rpm		11	
4PK MSA 16GB SW FC SFP XCVR		1	
4PK MSA 10GB SR ISCSI SFP XCVR		1	

Subtotal: \$99,621.54



Pricing Proposal
 Quotation #: 16405305
 Created On: 12/14/2018
 Valid Until: 1/31/2019

County of Le Sueur

Inside Account Executive

Jeff Neisen

88 South Park Avenue
 Le Center, MN 56057
 United States
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 Fax:
 Email: jneisen@co.le-sueur.mn.us

David Vieira

290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 732-652-7647
 Fax: 732-564-8078
 Email: David_Vieira@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Windows Server 2019 Datacenter - License - 16 cores - Select Plus - Single Language Microsoft - Part#: 9EA-01072 Note: Covers 32 Cores all together.	2	\$4,017.00	\$8,034.00
		Subtotal	\$8,034.00
		Total	\$8,034.00

Additional Optional Items

Microsoft Windows Server 2019 - License - 1 user CAL - Select Plus - Single Language Microsoft - Part#: R18-05796	1	\$28.00	\$28.00
Microsoft Windows Server 2019 - License - 1 device CAL - Select Plus - Single Language Microsoft - Part#: R18-05795	1	\$22.00	\$22.00

Additional Comments

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 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

Le Sueur County - Microsoft Windows Server 2019 Datacenter



Prepared by:
Marco - Mankato
 Doug Doyle
 320.259.3001 x8652
 doug.doyle@marconet.com

Prepared for:
LE SUEUR COUNTY
 88 S PARK AVE
 LE CENTER, MN 56057
 Jeff Neisen
 507.357.8101
 jneisen@co.le-sueur.mn.us

Quote Information:
Quote #: 032392
 Version: 2
 Date Issued: 12/18/2018
 Expiration Date: 01/16/2019

Products

** This Tab Contains Optional Items*

Description	Price	Qty	Ext. Price
Microsoft Windows Server 2019 Datacenter - License - 16 Core - Microsoft Qualified, Volume, Local Government - Microsoft Open License for Government - English - PC	\$5,083.00	2	\$10,166.00
<i>Microsoft Windows Server 2019 Datacenter - License - 2 Core - Microsoft Qualified, Volume, Local Government - Microsoft Open License for Government - English - PC</i>	\$636.00	16*	\$10,176.00

* Optional Subtotal: **\$10,176.00**

Subtotal: **\$10,166.00**

Le Sueur County - Mitel Handsets



Prepared by:
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 Doug Doyle
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LE SUEUR COUNTY
 ,
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Ship To:
LE SUEUR COUNTY
 88 S PARK AVE
 LE CENTER, MN 56057
 Jeff Neisen
 507.357.8101
 jneisen@co.le-sueur.mn.us

Quote Information:
Quote #: 030818
 Version: 1
 Date Issued: 12/03/2018
 Expiration Date: 01/02/2019
 Special Pricing Program:
 NJPA

Budgetary - AMC Transfer

Description	Price	Qty	Ext. Price
Mitel MiVoice 5320e IP Phone - Cable - Desktop, Wall Mountable - VoIP - Speakerphone - 2 x Network (RJ-45) - PoE Ports - SIP Protocol(s)	\$213.90	20	\$4,278.00
Mitel MiVoice 5330e IP Phone - Cable - Desktop, Wall Mountable - VoIP - Speakerphone - 2 x Network (RJ-45) - PoE Ports - SIP, MiNET Protocol(s)	\$257.30	20	\$5,146.00
MiVoice Bus License - Enterprise User	\$108.50	40	\$4,340.00
MITEL AMC ADMIN FEE FOR LICENSE TRANSFER (EDI)	\$1,000.00	1	\$1,000.00

Subtotal: \$14,764.00



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 5

5:25 p.m. 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 December 18, 2018

Recommendation to grant regular status to Leslie Heilman, Agency Social Worker in Human Services, effective December 18, 2018.

Recommendation to accept the resignation from Ryan Schaefer, part time Correctional Officer/Dispatcher in the Sheriff's Office, effective December 13, 2018.

Recommendation to grant a personal leave request from employee 1927, effective December 13, 2018 to March 26, 2019.

Recommend to promote Jose Aguillon, full time Help Desk Supervisor in the Information Technology Department, Grade 9, Step 6 at \$26.04 per hour to a full time Network Administrator in the Information Technology Department, Grade 10, Step 8 at \$29.57 per hour, effective December 24, 2018.

Recommendation to post and advertise for a full time Help Desk Supervisor in the Information Technology Department, Grade 9, Step 4 at \$24.25 per hour.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 6

5:30 p.m. Chuck Retka (5 min)

RE: Ney Snowmobile Trail

Staff Contact:



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 7

5:35 p.m. Amy Beatty, Environmental Programs Specialist (5 minutes)

Household Hazardous Waste Agreement with Scott County

Staff Contact:



ENVIRONMENTAL SERVICES

Mailing Address: 88 South Park Avenue, Le Center, MN 56057

Physical Address: 515 South Maple Avenue, Le Center, MN 56057

Direct Dial: 507-357-8538 Fax: 507-357-8541

Email: environmentalservices@co.le-sueur.mn.us

County Website: www.co.le-sueur.mn.us

Date: Thursday, December 13, 2018

To: Le Sueur County Board of Commissioners

From: Amy Beatty, Le Sueur County Environmental Programs Specialist

RE: Le Sueur and Scott Counties Household Hazardous Waste Agreement

Agreement History:

Scott County approached Le Sueur County in early 2007 due to increasing number of Le Sueur County residents using the Scott County Household Hazardous Waste (HHW) Facility. The first agreement was signed by the counties in spring of 2007. The term of the initial agreement was from January 1, 2007 to December 31, 2009. This agreement allowed Le Sueur County residents to properly dispose of their HHW at the Scott County Facility. The cost for dispose was directly billed to Le Sueur County. Le Sueur County used SCORE funding to pay for HHW disposal costs. Le Sueur County was billed on an annual basis. The invoice was determined by the previous year's cost for operation divided by the total number of participants plus \$5 administrative fee per participant.

At the end of 2009, Scott County approached Le Sueur County with the option of paying a flat fee for use of the facility. After discussion between county staff, a fee of \$3,000 was proposed based on past participation. This fee and agreement were approved by both County Boards of Commissioners.

Proposed Agreement:

The proposed agreement is for the term of January 1, 2019 to December 31, 2019. The fee amount is a flat fee of \$9,000.

Facility Hours of Operation:

The Scott County HHW Facility is open three days per week from January to December. It also offers monthly fluorescent bulb collections for businesses. County residents may also dispose of tires, appliances, and electronics for a fee.

It is my recommendation that the Le Sueur County Board of Commissioners to make a motion to sign this agreement between Le Sueur County and Scott County for the use of the Scott County Household Hazardous Waste Facility.

HOUSEHOLD HAZARDOUS WASTE
INTER-COUNTY AGREEMENT
BETWEEN SCOTT COUNTY AND LE SUEUR COUNTY

THIS AGREEMENT is between Scott County and Le Sueur County, through their respective Boards of Commissioners, (hereinafter jointly referred to as the "Counties").

WHEREAS, the Counties desire to create a mechanism whereby residents of Le Sueur County may use the Household Hazardous Waste Facility in Scott County; and

WHEREAS, Scott County may enter into agreement with the Minnesota Pollution Control Agency for the operation and management of Metropolitan Household Hazardous Waste Facility; and

WHEREAS, Scott County shall provide a Household Hazardous Waste management program for their residents; and

WHEREAS, it is recognized that there is a regional benefit derived from increasing the availability of Household Hazardous Waste Facilities; and

WHEREAS, the administrative cost for tracking waste origin is substantial and recognizing that waste has no borders, it is desirable that during the term of this Agreement the Counties will work together to find more efficient arrangements for managing waste received from residents of the other County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Counties hereby agree as follows:

1. PURPOSE

This Agreement shall establish a mechanism to allow for the use of the Household Hazardous Waste Facilities and to provide for payment of costs incurred by Scott County receiving household hazardous waste from residents of Le Sueur County.

2. TERM

This Agreement shall commence on January 1, 2019, and terminate on December 31, 2019, unless terminated earlier as provided herein. This agreement can be extended for additional years upon the mutual agreement of both counties.

3. DEFINITIONS

The terms used in this Agreement shall have the following meanings:

- a. County shall mean Scott County or Le Sueur County.
- b. County of Origin shall mean Le Sueur County
- c. EPA or MPCA Permitted Facility shall mean a facility that is permitted by the EPA or MPCA to transfer, store, process, or dispose of the type of household hazardous waste to be delivered under this Agreement.
- d. Household Hazardous Waste (HHW) shall mean waste as defined in Minn. Stat. § 115A.96, subdivision 1(b).
- e. Household Hazardous Waste Facility shall mean a facility that consists of one or more collection, management, and/or storage facility or facilities which are located in one County and are available for use by residents of the other County. A Household Hazardous Waste Facility may consist of one or more stationary or mobile facilities. A Household Hazardous Waste Facility may be publicly or privately owned and/or operated.
- f. MPCA Approved Processing/Disposal Facilities shall mean facilities evaluated and approved by the MPCA for the processing and/or disposal of HHW, the use of which the MPCA has authorized in writing.
- g. Problem Materials shall mean waste as defined in Minn. Stat. § 115A.03, subdivision 24a.
- h. Program Wastes shall mean wastes that a County accepts at a Household Hazardous Waste

Facility. These wastes shall include HHW. These wastes may also include Problem Materials that are not HHW.

- i. Receiving County shall mean Scott County
- j. Special Handling shall mean services including long-term storage, handling by a bomb squad or other extraordinary treatment and/or disposal practices.
- k. State Contractor Services shall mean hazardous waste management services that are performed for either County's program activities and made available by the MPCA through its contracts with hazardous waste management firms. Hazardous waste management services include supplying materials, receiving and sorting HHW, packaging, repackaging, consulting, training and sampling, analysis, treatment, transportation, storage, and disposal.
- l. State Household Hazardous Waste Operations Contract shall mean the contract(s) between the Counties and the State of Minnesota for the operation of Household Hazardous Waste Facilities, as may be amended.

4. USE

The Counties agree that:

- a. Residents of the County of Origin may use the Household Hazardous Waste Facility in Scott County to the same extent the facility is available to Receiving County residents. The Receiving County, however, shall have the right to refuse to accept any HHW (types or quantities) that will require Special Handling. The County of Origin shall use its best efforts to minimize the delivery of HHW requiring Special Handling by the Receiving County or its contractors;
- b. Each County shall comply with the requirements as set forth in the State Household Hazardous Waste Operations Contract; and
- c. Each County shall provide a HHW management program meeting the requirements of Minn. Stat. § 473.804 and § 115A.96.

5. PAYMENT

- a. For the benefit of its resident's access to Scott County HHW Facilities, Le Sueur County shall pay Scott County nine thousand dollars and no cents (\$9,000.00) for 2019.
- b. In addition to the County fee, Le Sueur residents using Scott County's Household Hazardous Waste Facility shall be charged the same rates for services as are applicable for Scott County residents using the same facility.
- c. The fee payable pursuant to Section 5(a) above shall be remitted within sixty (60) days of the effective date of this Agreement.

6. RECORDS

Each County shall maintain financial and other records and accounts in accordance with requirements of the State of Minnesota. Each County shall maintain strict accountability of all funds and maintain records of all receipts and disbursements.

7. AUDIT/ACCESS TO HOUSEHOLD HAZARDOUS WASTE FACILITIES

Each County shall allow the other County and the State of Minnesota pursuant to Minn. Stat. § 16C.05, subdivision 5, including the Legislative Auditor or the State Auditor, access to its records at reasonable hours, including all books, records, documents, and accounting procedures and practices relevant to the subject matter of this Agreement, for purposes of audit. In addition, each County shall have access to the other County's Household Hazardous Waste Facilities at reasonable hours.

8. COMPLIANCE WITH REQUIREMENTS OF THE LAW

In performing the provisions of this Agreement, each County agrees to comply with all applicable federal, state or local laws, ordinances, rules and regulations.

9. AFFIRMATIVE ACTION

No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subject to unlawful discrimination under any program, service or activity hereunder.

10. ENTIRE AGREEMENT

It is understood and agreed that this Agreement constitutes the entire agreement of the parties and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

11. AMENDMENTS

Except as otherwise provided in this Agreement, any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing and duly signed by each County.

12. TERMINATION

Either County may terminate this Agreement, with or without cause, by providing ninety (90) days' written notice to other County. Termination shall not act to discharge any liability incurred by any County before the effective date of termination, including payments or credits due. Such liability shall continue until appropriately discharged by law or agreement. Upon termination, residents may no longer use Household Hazardous Waste Facilities in the other County. In the event this Agreement is terminated after Le Sueur County has made its annual payment under Section 5(a) above, said payment shall be reimbursed by Scott County to Le Sueur County on a pro-rata basis, which will be based on the number of Le Sueur County participants that have used Scott County's facility up to the date the Agreement is terminated compared to the average number of users from the year before..

13. CONTACTS

The individuals designated as contact persons for this agreement within each county shall be:

Richard Jones
Scott County Environmental Services
200 Fourth Avenue West
Shakopee, MN 55379-1220
Ph: 952-496-8366
Email: RJones@co.scott.mn.us

Amy Beatty
Le Sueur County Environmental Services
88 South Park Avenue
Le Center, MN 56057
Ph: 507-357-8203
Email: abeatty@co.le-sueur.mn.us

14. LIABILITY/INDEMNIFICATION AMONG THE COUNTIES

a. General Indemnification. The Counties agree that each County will be responsible for its

own acts and the results thereof and shall not be responsible for the acts of the other County and the results thereof. Each County therefore agrees that it will assume liability for itself, its agents, employees, or contractors for any injury to persons or property resulting in any manner from the conduct of its own operations, and operations of its agents, employees or contractors. Each County shall defend, indemnify and hold harmless the other County for all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from its acts or the acts of its agents, employees or contractors.

- b. Environmental Impairment Claims. It is the intention of the Counties that the Receiving County shall assume all liability under the federal Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or any similar statute, and all other liabilities resulting from actual or threatened impairment of the environment (hereinafter "Superfund Liability") resulting from the operation of the Receiving County's HHW program. The Receiving County shall defend, indemnify and hold harmless each County of Origin pursuant to Section 13(a) for any Superfund Liability resulting from the Receiving County's HHW program, including Superfund Liability related to waste delivered from the County of Origin pursuant to this Agreement.
- c. Indemnification for Benefit of Counties. The indemnification provisions of this Section 14 are for the benefit of the Counties only and shall not establish, of themselves, any liability to third parties. Nothing in this Agreement is intended to waive or limit the provisions of Minn. Stat. Chap. 466, or any other law, legislative or judicial, which limits governmental liability or allow for stacking by any third party.

15. SURVIVAL

Sections 5, 6, 7 and 13 of this Agreement shall survive termination or expiration of this Agreement or the services or duties to be performed hereunder.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written as follows:

COUNTY OF SCOTT

COUNTY OF LE SUEUR

Paul Nelson
Environmental Services Manager

Chair, Le Sueur County Board of Commissioners

Date

Date

Approved as to form:

Approved as to form:

Scott County Attorney's Office

Le Sueur County Attorney's Office

Date

Date



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 8

5:40 p.m. Darrell Pettis, County Administrator

RE: Highway Items

RE: Finley Engineering Proposal and Contract

RE: Le Sueur County Hazard Mitigation Plan Update for 2019

RE: End of Year Board Action Items

RE: Future Meetings

Staff Contact:

Highway Department Agenda Items

Tuesday, December 18th, 2018 County Board Meeting:

- 1.) Final Payment SAP 040-603-027 & SAP 040-614-011

LE SUEUR COUNTY, MN

BROADBAND FEASIBILITY STUDY PROPOSAL

NOVEMBER 29, 2018

PROPOSAL RESPONSE

Submitted by:

Mark Mrla

Finley Engineering Company, Inc.

1981 Engebretson St.

Slayton, MN 56172

507.777.2222

m.mrla@finleyusa.com

September 28, 2018

John King and Team
Le Sueur County MN
iking@co.le-sueur.mn.us

Re: Proposal for Broadband Feasibility Study

Mr. King and Team:

Finley Engineering Company, Inc. (Finley) and CCG Consulting (CCG) appreciate the opportunity to present you with options for a feasibility study, and look forward to the possibility of working with the county. If you choose to have us move forward with any type of study, Finley will be the prime contractor and will perform any type of assessment of your current and planned network and any high level design and budget development. CCG would perform the financial feasibility analysis, funding options, market surveys, and surveying local providers.

We take a little different philosophical approach from many other study proposals in the industry. Our primary focus on this type of study is to find a solution that can be funded and built. By taking this approach, it will clearly show whether you should be in the market of offering broadband services. Many other consultants put their emphasis on finding the exact right technology – and while that is important, and our team has highly experienced engineers – all of the technical analysis in the world is wasted if it's used to propose a project that someone can't realistically fund. Doug Dawson at CCG has a long career in financial feasibility and finding creative ways to get projects funded. Our analysis is done with the goal of eventually getting the project built, whether it be by the county, other providers or investors.

Finley has completed many hundreds of fiber projects for cities, counties, telcos, and cooperatives throughout the United States, and CCG has prepared over 200 feasibility studies that were subsequently built and operational. The advantage to using this combination of Finley and CCG is that you are getting opinions, costs, and schedule estimates from two of the most experienced firms in the industry as opposed to only one firm. This gives the final study report more credibility, which in turn gives the county more confidence in how to move forward.

We greatly appreciate the opportunity to be considered for your study project and look forward to working with your staff and possibly the local community on this initiative.

Mark Mrla, Director
Finley Engineering Company, Inc.
Slayton, MN
(507) 777-2222

Doug Dawson, President
CCG Consulting

Proposal for Broadband Feasibility Study

Our Approach

Our understanding is that your primary interest is to explore the idea of building fiber and possibly fixed wireless to improve connectivity within parts of the county that are not adequately served and to make sure the county as a whole is served.

Our basic approach to your interest is as follows:

- Make an engineering estimate of the cost to build a fiber and/or fixed wireless network needed to reach all areas of the county that are not adequately served. We'll work with you to understand the desired network options to evaluate and will create engineering designs that most efficiently reach those areas. We will include the costs for all outside plant infrastructure as well as all inside plant/electronic equipment needed to provide the desired services. In doing so we will also consider options that would let you most easily expand the network to more locations later if desired.
- To the extent needed we will also estimate the cost of other assets that might be needed such as field huts or cabinets or other ancillary assets.
- We will build a business plan that looks at the potential revenues and expenses associated with serving the community.
- Finally, we will provide a written report that describes everything we've found. We'll describe the assumptions we made and the results we found. We also make specific recommendations about the next steps that make sense after you've gotten our analysis.
- We will also give you cost options for things like a market survey, which we often recommend doing after the above items have been completed and evaluated. That way, if the above mentioned analysis shows no cost effective options are available, then you aren't wasting money on a survey that won't be needed.

Engineering Analysis

The engineering estimates will be done by Finley Engineering. When doing a feasibility business plan we recommend doing only very high level engineering with the goal of understanding the overall cost of building a broadband network. This sort of engineering is mostly done from our offices and involves only a few days of field work. In this high-level engineering our goal is to estimate a high network cost to make sure we have estimated sufficient dollars for the overall project. But we don't want to estimate too high, so our goal is to get as close as we can to the cost of the network while still staying a little conservative.

More engineering will be required if the project eventually moves forward and someone is going to build the network. But the goal at the feasibility stage of the project is to do just enough work to make a good estimate of the cost of the network without spending a lot of money doing detailed field engineering.

We have our own tables of construction costs in various parts of the country, include much of Minnesota since we do much engineering within the state. We will also look at the other assets needed to build a network. This would include such things as the electronics needed to light the network, the drops and electronics needed to serve customers.

As part of this study we will be talking with providers in and near the county to better understand their current network, their future plans, and try and gauge their level of interest in building out more of the county. We will be evaluating options involving fiber and/or fixed wireless based on our conversations with the county and local providers.

We always build in a construction contingency and we vary this between 10% and 15% percent of the project depending upon how good we feel about all of the assumptions used in the study. We can't think of any time that we have had a project come in with higher construction costs than what we had projected, and in fact they are usually very close.

We also do something in our business plans (described below) that many other consultants don't do. We know that assets have to be replaced. For example, the core electronics will start needing upgrades or have to be replaced within 7-10 years. The fiber is likely to last until all of us are dead, but there will still have to be repairs made every year. We make sure that we build replacement costs into the business plan so that we can always make sure that you will have sufficient cash in future years to cover these routine and predictable events.

Our proposed deliverables include:

- We will estimate the cost for options of building a network to serve all unserved portions of the county. The cost to build fiber and/or fixed wireless will be based upon recent actual construction costs from other projects in the area. In this estimate we will include a construction contingency.
- We will look at the cost of electronics and other ancillary assets to provide the needed services to the county.
- All of the above items will be presented in the form of a written report that will discuss our research, our findings and our rationale for making the choices we made.

Market Assessment

One important aspect of any feasibility study is understanding what people pay for their existing services today. Knowing that can help us to design proposed product prices that will make sense in your market. For example, you might hope that as a consequence of building fiber you could see prices for telecom products decrease 15% across the board from what people pay today. But until you test that kind of pricing in a business plan model, you don't know if that can actually be done. And if a provider ends up later with a wholesale model where they sell fiber products to other service providers you will have almost no control over the prices they charge.

We think it's a good idea to start today to gather information on market prices. It's easy to think that markets everywhere pay the same prices, but we have not found that to be true. It used to be fairly easy to do this kind of research. Service providers would have most of their products and prices listed on the web. So, at least for residential products you could do basic web research to get the array of possible products and prices. The telephone company also had a tariff that listed all of their basic products. But those days are gone. For the most part, because they sell bundles, the cable companies do not put their prices on the web any longer, except maybe for their incredibly low-priced specials they use to lure new customers. And most of the products in the telephone company have been de-tariffed, meaning that the former products have been replaced by new products that are competitive and that can have different rates for different customers.

We are left with only one method that seems to work for getting pricing for residents and businesses, which is to solicit copies of customer bills. We ask for your help to get sample bills from customers in the community. We would ask as part of this study that you put out the word that we need sample bills for the study to see what people are really paying for services in the community. We pledge to anybody who send in bills to keep the amount they pay confidential. In fact, they can feel free to black out or cut off any identifying information from the bills before they provide them to us. But even if they don't remove their name, we would not reference any specific customer in our reports and we will destroy the bills once they have been analyzed and summarized.

Our deliverables:

- Through analyzing actual bills we will be able to talk about the products, prices and actual bundling discounts being sold in the County.

We will summarize this as part of the written report on market research.

Financial Business Plans

CCG has prepared hundreds of financial business plans for our clients. We have studied and helped implement almost every conceivable type of competitive communications network and venture. Through years of this experience we have refined our business plan models such that they are thorough, focused and grounded in experience. Our business plans are not pie-in-the-sky since we have extensive experience of how companies function after they build the network.

We will generate a separate financial business plan for each scenario. Each financial business plan will include in-depth detail relative to the organization, operating costs, overheads, equipment and materials required to operate the proposed business. This is a normal product of our business plan models due to the way we develop our plans. We build our business plans from the 'bottom up' and we can make detailed projections of the required staffing, capital and equipment needed to meet the plan objectives.

We will consider all of the cost of operating the network. For example, running this business might involve adding staff. We will talk with various providers and will discuss all of the potential costs of operating this expanded business so that we can understand any new incremental costs that someone might incur.

If you, or someone else, are going to finance some or all of the fiber construction, we will make a realistic estimate of such financing. We normally build our models to coincide with the expected length of the debt just to be sure that there are not underlying assumptions that eventually mean trouble.

One of the scenarios we will look at is to build a business model looking at the possibility of someday building fiber-to-the-premise to all residents. This will answer the big question of whether this is something the county might ever consider – a decision that’s hard to talk about without some starting basis, which this estimate will provide to you.

All of CCG’s business plans provide monthly level of detail for the first two-years of operation. Subsequent years are provided on an annual basis. Our models are so detailed and easy to use that many of our clients often utilize our models as budgetary and ongoing management control tools. Because our models are detailed and accurate they can be used with little modification when it comes time to raise money.

We don’t create only one financial forecast. We understand there are a number of important variables that can affect the outcome of a fiber business. We will work with you identify those variables that we will want to ‘kick the tire on’. This might lead us to looking at scenarios that vary the number of customers, that vary the broadband products being offered, that vary the prices, or that vary other key assumptions like the interest rate on debt. We want to make sure that you and others fully understand the range of possible results someone might see if entering this new business line.

We also will provide copies of our Excel spreadsheets for the financial projections. There are numerous other consultants who will not do this.

Our proposed deliverables:

- We will work with the County to figure out the specific scenarios to be modeled;
- CCG will prepare a base financial model that will incorporate the Finley engineering estimates. We will layer on expected costs to operate the business and will generate an estimate of the potential revenues someone might be able to earn;
- We will look at multiple scenarios and will do a sensitivity analysis on the key variables to make sure that we fully understand how the new business might function;
- We will prepare a high-level estimate of providing fiber to the whole county. We will study other technology alternatives that are considered by Finley;
- We will provide a list of the detailed assumptions of operating costs, overheads, staffing and other costs of operating a broadband network. The model will cover the period of anticipated financing. The model will show monthly detail for the first two years with annual data after that. The model will include an estimated cost of debt;

- The models include standard financial statements including an income statement, a balance sheet and a statement of cash flow.

How to Fund Your Project

CCG has a lot of experience in helping clients obtain financing. We have helped numerous municipalities through the bond process to fund fiber projects. We have obtained numerous loans and loan guarantees from the federal government and from commercial banks. We've helped a number of projects find grant money to pay for portions of fiber projects. It is getting harder and harder to fund projects from just one revenue source, and so we will also compile a description of all of the funding sources we have seen other entities use to help pay for fiber projects.

The CCG deliverable for this section of the report will be a written report that talks about all of the creative ways that similar projects have gotten funded, including discussing how structuring the business as a public private partnership might change the way it can be funded.

Discussion with Potential Partners

We think it's important to discuss the goals for the project with all of the telcos, cable companies, electric companies, ISPs and other key players in and near the county as part of doing this study. We want to know if they have resources that might benefit your project and also understand at a very high level if they might be a good candidate for you as a partner.

We propose to talk to the carriers and other related entities. We would guarantee them that these conversations are confidential and we would not be publishing their intentions in a public report. But we want to understand up-front if the kind of public private partnership we might model is possible through one of the most likely partners.

Market Survey

This step is recommended only if needed and after the other steps in this proposal are completed. As we discussed with your team earlier, it no longer makes any sense to do a telephone survey if it doesn't include cellphones. It may be that the only solution that makes sense for this situation is to conduct a local survey. That would mean that you will be the one coordinating people to ask questions to people.

But it's very important that any survey be done in such a way as to satisfy Blandin today and bankers in the future that you conducted the survey in a statistically valid manner so that the results are meaningful.

So the proposal is to help you design and conduct the study in a proper manner. Specifically that means the following:

- 1) We will provide a draft of survey questions. It is very important that survey questions are not written in such a manner as to bias respondents towards a certain response. We have conducted hundreds of surveys and we will prepare a list of questions that we think work well. You are free to modify that questions but we want to work with you to make sure that any changes don't add bias. One thing we will also help you with is to not let the survey get too long. There is a phenomenon called survey fatigue which says that a lot of people will stop taking a survey if it's too long. We will make sure that the overall survey is reasonable.
- 2) We will work with you to understand the demographics of the area to be covered by the study and to determine how many completed surveys are needed to be statistically significant. Ideally we will shoot for getting an accuracy of 95% plus or minus 5%. What that means is that if you were to survey 100% of the people in the study area that you would expected to be within that range of accuracy through the sample. That is a high degree of accuracy and is what is used for most business and political surveys.
- 3) We will have to devise a plan to make sure that the sample is random. Once you know who is going to be conducting the surveys, we will help you then select respondents in a way that is both random but that also represents the demographics of the County.
- 4) Once the survey is completed, we will analyze the responses and tell you what the responses mean statistically (meaning how much faith you can put in interpreting the answers). Our price includes having us transcribe the surveys into a spreadsheet and thus our price would be a little lower if you do that locally.

Our specific deliverable:

- A set of survey questions that will get the answers you are looking for. We will work with you to make any changes you might want to make to the questions.
- We will help you determine the sample size and the number of completed surveys that are needed to achieve the 95% accuracy level.

We will summarize the completed surveys and prepare a detailed report that will summarize what they surveys tell you, plus we will compare these results to what we have found in other communities.

Overall Report

Much of what we have discussed earlier lends itself to a written report. So we propose preparing an overall written report that summarizes everything we did in preparing the study. We will describe the pertinent facts that we used in preparing our studies along with a description of major assumptions we've made.

We will then describe the outputs we produce. We will describe the results of our engineering analysis. We will also analyze and describe the results of the financial business plans. We will make sure that the report is jargon-free so that the report can be understood by non-technical people.

Finally, we will make specific recommendations. We will tell you what we found and how you might best use it. We will tell you what options we think are realistic for moving forward and we will outline the next steps you ought to take after getting our study.

The pricing proposed here covers the basic topics associated with our proposal. We'll discuss the engineering, the market research and the assumptions and outputs of the financial forecasts.

Presentations

We are proposing the following meetings as part of this proposal:

- An initial trip by Finley Engineering to gather the data needed to prepare the engineering cost estimates.
- CCG Consulting will have a conference call with certain members of your team early in the process.
- Finley Engineering and CCG Consulting will both visit to present the results of our analysis.

Schedule

Assuming that we can obtain the raw data we need, then the tasks proposed generally take around three months from the time that our engineers first visit.

Experience of Similar Scope

As we discussed earlier, some of the studies that Finley and CCG have completed together in the last 2 to 3 years includes the Minnesota counties of Nobles, Murray, Pipestone, Lyon, Lincoln, Yellow Medicine, Chippewa, Traverse, Otter Tail, and Pope. Finley and CCG have also done studies together for cities such as Cortez, CO, Davis, CA, and Idaho Falls, ID, and we are currently working on a study for the City of Buffalo, MN.

We can provide numerous references upon request.

Things You Might Want to Consider After this Study

The study we have proposed is not the end of the process. The study will tell you if it's financially viable to build a broadband network to serve parts of the county. If it looks economically viable there is then a lot more work to do, and below we list a few of the most important steps that are usually taken after the feasibility study. These are steps that may be taken by the county or other provider(s), or a combination based on partnerships depending on what approach is taken.

How to Fund the Expansion

CCG is an expert in finding funding for fiber projects and this is a major advantage that we bring as a consultant. We have seen numerous fiber projects stall due to not being able to figure out how to fund it. We bring a lot of experience in funding fiber projects in creative ways and we find that creativity is often needed these days to make this work. Both firms bring a lot of experience in finding grant financing.

Market Opportunities and Threats

Another question I am always asked is. “What can go wrong”? CCG has over 850 clients in the telecom business and over the years we have seen some of them make major mistakes or run into market competition they didn’t expect. So we can tell you the likely threats you will see in the market place including a discussion of the reaction you are going to see from the incumbent providers.

Building the Network

Finley Engineering can help you through the complicated process of doing the final engineering and then choosing the right construction company and vendors to build your network. We have a lot of experience in writing RFPs to select vendors and can help you make sure that the network is built on time and on budget.

CCG has a lot of experience in implementing new telecom business ventures. We can help you with all of the non-engineering tasks such as project management, product development and pricing, a sales and marketing plan, and the many other steps required to launch a new business line.

Why Hire Finley and CCG?

We think there are a number of good reasons to consider our firms:

- We are two of the most experienced companies in the country.
- Both companies have been named multiple times by *Broadband Properties Magazine* as among the top 100 broadband companies in the country.
- Finley and CCG have worked together and completed 13 feasibility studies in the last two to three years. Cities involved have ranged in population sizes from 9,000 to 60,000.
- Both firms have extensive experience in implementing fiber projects. Some consultants only do feasibility studies, but our biggest value to you is that we know how fiber businesses really get constructed and how they operate in the real world.
- Finley’s Minnesota office is located only 2.5 hours away from the County.
- Finley and CCG each have broad experience working with many types of federal and state loan/grant programs such as RUS, FCC, NTIA, and several states. CCG has extensive experience with obtaining bond, bank and other kinds of financing.
- Both of our firms have extensive experience working in Minnesota.

Our Proposed Pricing

Following is a list of our proposed prices for the tasks proposed above. Unless noted below, each quoted fee is a 'do-not-exceed-fee' and is the most that we will bill you for any of the tasks. However, should we require less effort than we have estimated we would bill less than these estimated amounts. We also want you to know that we do not feel constrained by these fees and that we will expend whatever time is needed to complete the project to your satisfaction. You will not get a degraded product due to us exceeding our required time estimates. We do want to caution, however, that we very regularly put in more hours than we have budgeted and so we generally do not come in under budget for many items on our proposed list.

We will bill on a monthly basis as work is performed. We do not require a retainer.

Pricing

Engineering Analysis	\$19,000
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Determine the cost of constructing the fiber and/or fixed wireless and other assets needed to implement the scenarios proposed in this study.

Market Assessment	\$ 3,500
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Talk to providers and businesses in the county to understand their existing broadband networks and needs, and their interest in considering a new fiber network.

Financial Business Plans	\$12,000
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Produce detailed financial models that look at both the potential revenues and all expected costs associated with implementing a broadband business. We will study the scenarios described in the proposal.

Written Report	\$ 5,000
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Produce a written report that describes all of the work product produced in this study.

Final Results Presentations	\$ 2,500
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Present the final results in whatever setting is desired by the City.

Travel Expenses	\$ 3,500
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This is an estimate of travel expenses for the project. We bill actual expenses as incurred, without markup.

Total Price	\$45,500
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Optional Market Survey Assistance (if the County performs the survey)	\$ 2,500
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Assist the county in developing a valid survey.

Total Price (including optional market survey assistance)	\$48,000
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Finley Engineering Background and Experience

Finley Engineering Company, Inc. (Finley), offers many professional services listed below, in the fields of broadband/telecommunications, electric power transmission and distribution, and related industries. Both the management and professional staff of Finley have extensive experience with services to cities, counties, cooperatives, public and private companies of all sizes, as well as other types of government agencies.

Finley has about 200 employees, 12 licensed professional engineers (licensed in over 40 states), and was established in 1953 in Lamar, Missouri. In addition to this office, Finley has permanent offices located in Altoona, WI (established in 1960); Bismarck, ND (established in 1966); Slayton, MN (established in 1971); Des Moines, IA (established in 1994); Minneapolis, MN (established in 2002); Lexington, KY (acquired in 2007); Springfield, IL (acquired in 2010); and Kansas City, MO (established in 2013).

Our domestic and international experience has impacted many hundreds of thousands of subscribers and involved over 1,000,000 miles of copper, coaxial, and fiber optic telecommunications cable, and a variety of network and switching installations. This represents a significant presence in the entire telecommunications and broadband industries. Finley has completed hundreds of FTTP (fiber-to-the-premises) projects and over 7,000 miles of intercity fiber projects, and various types of metropolitan projects in Phoenix, Pittsburgh, Seattle, Houston, Kansas City, Detroit, Chicago, Buffalo, Portland, Minneapolis, St. Paul, and others. That said, most of our work is located in smaller rural communities where it is difficult to find providers for adequate broadband services.

Our 'Promise', as mentioned on our website, focuses on 'Integrity into Everything'. We know that Finley customers may be heading into uncharted waters with their new projects, and that they are counting on us to live out that value of integrity.

Customer service has played a major role in Finley's success. In fact Finley is acknowledged as a communications industry leader with recognition from numerous national organizations for Finley's contribution to the industry. For the past 10 consecutive years, Broadband Properties Magazine has named Finley to its Top 100 Broadband Companies in America. Additionally, an independent client satisfaction survey revealed that Finley's client satisfaction ratings have climbed to 95% which is among the highest in the industry.

A few of the many services offered by Finley include:

Broadband System Engineering

- Engineering Services
- Technical Evaluations
- Feasibility Studies
- Project Management
- Planning, Design Cost Estimates and Economic Selection Studies
- Specifications and Contracts for Central Office and Carrier Equipment
- Outside Plant Engineering
- Outside Plant Specifications and Contracts
- Construction Management and Inspection
- Acceptance Tests and Work Order Inspection
- Appraisals, Inventories, Traffic Studies, CPR Records, & Manual & Computerized Records

Environmental Services

- Feasibility Studies
- Agency and Public Scoping
- Route Analysis and Selection
- Environmental Assessments
- Environmental Impact Studies
- BLM and USFS Permit Applications
- USCOE Section 10 Permits
- USCOE Section 404 Permits
- Resource Analysis
- Wetland Studies & Delineations
- Threatened & Endangered Species
- Biological Clearances
- Cultural Resource Inventories
- Permitting and Licensing
- Construction Compliance

Wireless Broadband

- Engineering Services
- Technical Evaluations
- Feasibility Studies
- Project Management
- Site Evaluation and Selection
- Zoning Planning and Permitting
- Lease Reviews and Site Acquisition
- Site Design
- Construction Management and Inspection

Right-of-Way (ROW) Services

- Title Research and Analysis
- Document Preparation
- ROW Negotiations & Acquisition
- Highway and Street Occupancy Permitting

- Conditional Use & Building Permits
- Zoning Changes and Permits
- Construction Liaison
- Damage Claims and Settlements
- Condemnation

CATV Engineering

- Engineering Services
- Technical Evaluations
- Feasibility Studies
- Project Management
- Planning and Cost Estimates
- Make-Ready Estimates
- Outside Plant and Field Engineering
- Plans, Specifications, and Material Lists
- Headend Towers and Antennae Programming
- Construction Management and Inspection

Surveying and Mapping

- GPS Control Surveys
- Route Location and Profile Surveys
- Cadastral Retracement & Property Surveys
- Topographic Surveys
- CAD Mapping
- Construction Surveys and Staking
- River Crossing & Hydrographic Surveys
- ALTA Surveys
- Aerial Photography and Digital Orthophotography
- GIS Data Collection
- ROW Acquisition Maps and Legal Descriptions

IP Services

- Network design consulting services
- Network Management
- Network Troubleshooting
- Project Management
- Critical Network Infrastructure Security
- Enterprise Services

Electrical Power Engineering Services

- Rates and Cost of Service
- Outside Plant Engineering
- Long Range Planning
- ROW Clearing Coordination
- Feasibility Studies and Reports
- Construction Plans and Specifications
- Transmission Line Design
- Distribution Line Design
- Project Management

In addition to the services listed above, Finley manages bid processes, performs the role of liaison with vendors, contractors, and other firms, full services for loan/grant applications & projects, complete design and construction oversight of OSP and central office and remote hut facilities as well as primary and backup power facilities.

CCG CONSULTING Background and Experience

CCG has assisted numerous other communities with similar studies and we can bring this experience to help you find the right solution. CCG is the largest telecom consultant in the country in terms of clients and has served over 850 broadband providers. Among those clients are over 200 municipal clients, but also includes numerous commercial broadband providers. Our work in the commercial sector has taught us to have a very strong focus on profitability and efficiency which we think is essential for municipal projects.

CCG is a full-service telecom consulting firm, meaning that we can help with a broad array of services that are needed by broadband providers. CCG has one of the broadest technical knowledge bases in the industry because we work with almost every kind of network possible including fiber, copper, HFC/coaxial, and a wide variety of wireless technologies. We work with clients that serve farms and rural areas and other clients who work in NFL cities. This wide range of client work means that we have to stay current and on the cutting edge of technology to anticipate the needs of tomorrow. Our company has been noted for several years by *Broadband Properties Magazine* as one of the Top 100 Broadband Companies in America

Doug Dawson is the founder and President of CCG and started the firm in 1997. The company was founded as a C corporation in 1997 and was subsequently reorganized to an LLC. Our website is <http://www.ccgcomm.com>.

Following is a brief summary of CCG's key accomplishments and successes.

- CCG has worked with over 850 clients on all aspects of communications. We have worked in every state in the country. Our clients include cities and municipalities, independent telephone companies, CLECs, ISPs, electric cooperatives and wireless carriers. We have assisted many of the largest and most successful municipal clients get into the telecom business including places like Lafayette, LA, Chattanooga, TN and Bristol, VA. We have over 200 municipal clients.
- CCG has completed over 250 infrastructure analyses, business plans, and feasibility studies for clients throughout the United States.
- CCG has a high percentage of retained client business, even though our work is very project related – that is, we complete specific projects for clients with no guarantee of an ongoing relationship. For example, over 80% of our clients in 2016 were also clients in 2017. This reflects the fact that our clients continue to come back to us for operational support as they implement our recommendations.

CCG specializes in the following areas. CCG is a full-service telecom consulting firm and we help clients with almost every aspect of providing any or all of the triple play services. We specialize in helping businesses to get started, to open new markets and to stay profitable once in the business. Some of our areas of expertise include:

Planning Services - Strategic Planning, Policy Development, Business Plan and Feasibility Studies, Assistance with Financing

Regulatory Services - Interconnection Agreements, Certification Assistance, Regulatory Compliance, Tariff Creation

Marketing Services - New Product Development and Implementation, Market Research, Marketing Plan Development, Development of Pricing, Packaging and Promotional Programs

Implementation Services - Timelines and Gantt Charts, Customer Service and Billing Platforms, Hiring and Training, Setting Sales Quotas and Sales Training, Number Portability, Finding Vendors

Engineering Services - Facilities-based Network Design and Optimization, Design Central Office Facilities, Network Interconnections, Sizing, Ordering and Implementing the Network, Network Migration Strategies, Detailed Customized RFPs, Vendor Selection

Contract Negotiations - Contract Mediation and Dispute Resolution, Local Exchange, Utility and Municipal Agreements, Right of Way and Pole Attachment Fees

Partnership Opportunities - Financing Solutions, Strategic Alliances, Third Party Relationships, Outsourcing of Non-strategic Competencies

Doug Dawson of CCG writes a daily telecom blog for small carriers at <http://potsandpansbyccg.com>. We suggest that you look at the blog and you will see a sample of the wide range of topics covered. Doug looks not only at the current market, but is focused on where the industry is trending might in the next five to ten years. We don't think there are many firms that spend us much effort as we do in looking forward.

Doug is also an advisor to Yavapai Regional Capital, an infrastructure merchant bank that helps to fund public private partnerships. YRC's web site is: <http://www.yavapaiREGIONALcapital.com/>

ENGINEERING SERVICE CONTRACT

AGREEMENT MADE AS OF NOVEMBER 29, 2018 BETWEEN
LE SUEUR COUNTY, MN (HEREINAFTER CALLED THE
“OWNER”) AND FINLEY ENGINEERING COMPANY, INC. OF SLAYTON, MN
(HEREINAFTER CALLED THE “CONSULTANT”).

TERMS OF AGREEMENT:

This Agreement shall become effective as of the date hereof and shall remain in effect until terminated by either party giving thirty (30) days’ notice to the other party of its intention to terminate. In all events, this Agreement will terminate in five (5) years.

SERVICES COVERED:

The Consultant shall perform from time to time such services as presented in writing by the Owner and agreed to by Consultant, or by request per the terms of this Agreement (the “Work”). Consultant represents that it possesses qualified personnel and maintains appropriate license and certificates of authority to perform services in a manner consistent with the Standard of Care for other Consultants performing the same services in the same geographic area. On projects of specified scope an Engineering Services Authorization Form will be submitted and signed by both parties to begin Work.

CONFIDENTIALITY:

In the course of their dealing with each other, the undersigned parties may from time to time, disclose certain technical and business information, business plans and strategies which is proprietary and confidential to the disclosing party. The purpose of such disclosures is to enable the parties to engage in performing engineering services as may be request. Confidential information shall mean all information disclosed by either party to the other which relates to the disclosing party’s plans and specifications for the project (the “Confidential Information”).

The party which received such Confidential Information from the other party agrees to treat the same as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such confidential information so received, and shall not make use of such information except for the limited, internal purpose referred to above, without the prior written consent of the disclosing party. In addition, the receiving party agrees to use at least the same degree of care to protect confidential information disclosed to it hereunder as it would employ with respect to its own information of like importance which it does not desire to have published or disseminated, but in no event less than reasonable care.

INSURANCE:

The Consultant shall procure and maintain the following insurance which shall provide primary coverage with respect to the services provided under this Agreement.

- a) Commercial General Liability – Insurance must include premises//operations, products/completed operation, blanket contractual liability and broad-form property damage. The policy limit shall not be less than \$1,000,000 per occurrence.
- b) Automobile Liability – Insurance must cover owned, non-owned, rented, and leased vehicles. The policy limit shall not be less than \$1,000,000 per occurrence.
- c) Worker’s Compensation and Employer’s Liability – Insurance must be prescribed by applicable law. The employer’s liability policy limit shall not be less than \$1,000,000.
- d) Professional Liability – Insurance, policy limit shall not be less than \$2,000,000 per occurrence.

COMPENSATION:

The Owner shall pay the Consultant for services performed hereunder at the Schedule of Time and Equipment Usage Rates as defined in the attached Table 1; plus subsistence expense, if any, paid to (or on behalf of) employees, plus reasonable transportation cost of employees; plus the cost of prints and telephone or cell phone expenses; plus reasonable rental for the test equipment owned or leased by the Consultant; which sum will be due and payable thirty (30) days after receipt of the invoice from the Consultant of the services performed hereunder and the invoice of the Consultant therefore, including the detailed breakdown of the cost by services performed monthly. The rates shall be agreed to annually by the Owner and the Consultant.

Interest at the rate of five percent (5%) per annum shall be paid by the Owner to the Consultant on any unpaid balance due the Consultant, commencing thirty (30) days after the receipt of the Consultant’s invoice, provided that the delay in payment beyond such time shall not have been caused by any conditions within the control of the Consultant. Such interest shall be paid ten (10) days after the amount of interest has been determined by the Consultant. The start date of interest accrual is irrespective of the date of the Owner’s approval of the invoice.

Lump Sum Basis:

- Per executed Work Authorization Form.

Time & Expense Basis:

- Per attached Rate Schedule, subject to modification under terms of Agreement.

INDEMNIFICATION:

To the fullest extent permitted by law, the Consultant hereby acknowledges and agrees that it shall indemnify and hold harmless the Owner against claims, damages, losses and expenses, including but not limited to reasonable attorney’s fees, arising directly out of the performance of the Consultant’s Work for the Owner provided that any such claim, damage, loss or expense (1) is directly attributable to bodily injury or to injury to or destruction of tangible property (other than to the Work itself)

including loss of use resulting there from, and (2) is brought about in whole or in part by any act or omission of the Consultant, its employees, agents or sub-subcontractors.

MISCELLANEOUS:

A. **Binding Effect.** This Agreement shall be binding upon the parties and their respective heirs, personal representatives, administrators, trustees, receivers, successors, and permitted assigns.

B. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersede and replace all prior agreements or understandings and all negotiations, discussions, arrangements, and understandings with respect thereto.

C. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. The headings and table of contents (if any) used in this Agreement are inserted for convenience and reference only and are not intended to be an integral part of or to affect the meaning or interpretation of this Agreement.

D. **Amendment, Modification, Waiver.** No amendment, modification, or waiver of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or construed to constitute a waiver of any other provision of this Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.

E. **Survival.** All terms, covenants, conditions and agreements set forth in this Agreement which by their terms contemplate or require performance or forbearance which is to extend beyond or occur after the termination of this Agreement, specifically including, but not limited to, the provisions relating to the use and disclosure of confidential information, shall survive termination of this Agreement and the termination of Subcontractor's employment (by either party and for whatever reason) and shall nevertheless be and remain fully enforceable as between the parties in accordance with their terms.

F. **Mediation.** All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this agreement, including but not limited to breach thereof, shall be referred to nonbinding mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration.

Both parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

G. **Minnesota Law.** The parties agree that this Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal action or proceeding with respect to this Agreement or any document related hereto shall be brought only in the district courts of Minnesota,

or the United States District Court for the District of Minnesota, and, by execution and delivery of this Agreement, each party hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including, without limitation, any *forum non conveniens* which any of them may now or hereafter have to the bringing of such action or proceeding in such respective jurisdictions.

H. Force Majeure. Consultant shall not, in any event, be responsible for any delay or failure in performance hereunder to the extent such delay or failure is caused by an event that is beyond the reasonable control of Subcontractor, including but not limited to fire, flood, earthquake, explosion, war, acts of terrorism, strike, embargo, government requirement, civil or military authority, acts of God, equipment failure or shortages of labor, fuel, materials or equipment, provided that in the event Consultant's performance is so hindered or delayed, Consultant shall notify the Owner of such condition or occurrence as soon as is reasonably possible, and if such condition or occurrence continues for a period of more than fifteen (15) days, the Owner shall have the right to cancel this Agreement and obtain any such services from any third party of its choosing, provided, however, Owner pays Consultant for all Work performed to the date of termination.

I. Limitation of Liability. To the maximum extent permitted by law, the Owner agrees to limit the Consultant's liability for the Owner's damages to the sum of \$10,000.00 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement, effective as of the date and year first above written, fully intending the same to be binding upon themselves, their respective heirs, personal representatives, trustees, heirs, successors and permitted assigns.

ATTEST:

LE SUEUR COUNTY, MN

Owner

BY

Secretary

Date

Title

ATTEST:

FINLEY ENGINEERING COMPANY, INC.

Consultant

RaeAnn Stoen

Secretary

BY

Benjamin L. Humphrey
Benjamin L. Humphrey, Vice President



Authorization No.: 2018-LeSueur-01 Estimate: \$48,000.00

LE SUEUR COUNTY, MN hereby authorizes
FINLEY ENGINEERING COMPANY, INC. to perform the following engineering services
under the terms of the Service Agreement dated November 29, 2018 .

DESCRIPTION OF WORK:

Broadband Feasibility Study for the County, as per the Finley Engineering and CCG Consulting proposal dated November 29, 2018. Areas of the study are to include the entire county, minus any areas that are already served with fiber or high speeds, as agreed to between Finley Engineering and Le Sueur County.

SCHEDULE:

Start: November 29, 2018 Finish: April 30, 2019

BASIS OF COMPENSATION: (Check one)

- Fixed Price Basis: List _____
- Unit Price Basis: List units and unit prices, extend and total.
- Time & Expense Basis: See Attached Proposal Pricing; Optional is a Market Survey

REMARKS:

Finley Project No.:
Finley Rate Schedule:

For the Consultant

Approved:

FINLEY ENGINEERING COMPANY, INC.

BY Benjamin L. Humphrey

DATE November 29, 2018

For the Owner

Approved:

LE SUEUR COUNTY

BY _____

DATE _____

Owner will sign and date; and return a fully executed copy to Consultant.



State of Minnesota
Department of Public Safety
Division of Homeland Security and Emergency Management
445 Minnesota Street, Suite 223
St. Paul, MN 55101-6223

Hazard Mitigation Assistance Agreement for Counties utilizing HSEM Plan Update Consultant

Overview

Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance grants are administered in the State of Minnesota by the Minnesota Division of Homeland Security and Emergency Management (HSEM). Mitigation Plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The planning process is as important as the plan itself. It creates a framework for risk-based decision making to reduce damages to lives, property, and the economy from future disasters. Hazard mitigation is any sustained action taken to reduce or eliminate long-term risk to people and their property from natural hazards.

This is a cost share grant program with FEMA paying 75% of all eligible costs and the local community being responsible for the remaining 25% of the costs. Eligible applicants include local (county/city/tribal) governments.

Responsibilities

The State will be hiring consultants and is responsible for 75% of costs of the plan. The jurisdiction is responsible for collaborating, coordinating and communicating with HSEM staff and contractor to assist in the development of a FEMA approved and adopted Hazard Mitigation Plan update.

1. Resolution

To ensure your contribution in the HMP Update process, we request your jurisdiction pass a resolution indicating the desire to participate in this program.

2. Letter of Commitment of Funds

As part of the documentation submitted to FEMA, a Letter of Commitment of Funds for the 25% local match of in-kind services or cash is required. If you wish to provide in-kind match, instead of cash match, (or a combination of the two) please fill out attached budget sheet and provide required documentation.

County Staff – Provide County staff (base plus fringe) breakout for project manager, staff support, subcommittee reps, technical experts, etc. provided by payroll system.

Hazard Mitigation Plan Update Process

The mitigation plan update process is a coordinated effort typically lead by the county Emergency Management Director (EMD) and other staff. The Scope of Work (SOW) includes steps that lead to a FEMA approved multijurisdictional mitigation plan in normally 18 months. The SOW includes:

- **Planning Process:** A contract between the county and the state is approved. The county EMD coordinates with its consultant to develop a schedule for team and public meetings. The county assists with acquiring data for the plan update and coordinates with other county agencies to participate in the plan update process. This step provides the scope for the entire update process until the plan is sent for review. The EMD will be responsible for submitting quarterly narrative reports detailing progress and delays. The county and its consultant will also track local match to be used for financial reporting. Also, team members are responsible for coordinating reviews with their staff and elected officials.
- **Risk Assessment:** The EMD and mitigation team will review the hazards from the initial plan and determine which ones will continue to be profiled. New hazards may be added. All hazards will conform to the terminology in the State Mitigation Plan. The consultant will then develop the Risk and Vulnerability assessment based on the hazards. The EMD will participate in any surveys and reviews of the draft risk assessment and give input to the consultant.
- **Mitigation Actions:** The mitigation actions are based on hazards in the risk assessment and the actions found in the initial plan. The consult will facilitate this review with the mitigation team and include new mitigation action.
- **Draft Plan and Public Review:** The consultant completes the first draft of the mitigation plan. A public notice is given for jurisdictions to participate in meetings or give electronic input to the plan. This input is documented and factored into the plan. The EMD will follow local policy as far as having the county board and other elected/appointed bodies review the plan.
- **Review:** After all input is reviewed then the plan is sent to the state mitigation staff for review. The consultant will also provide a matrix to show how the plan meets requirements. The coordinated review between state mitigation staff and FEMA may take up to 90 days. Revisions may extend the time to have the plan meet requirements.
- **Plan Adoption and Approval:** FEMA will send a letter stating that the plan meets requirements and that it needs to be adopted to become approved. The EMD coordinates an adoption of the plan by resolution of the county board. The resolution and final copy of the plan is sent to state mitigation staff. The EMD will obtain resolutions adopting the plan from the other jurisdictions (cities) participating in the update process and send to state mitigation staff. FEMA will then approve those jurisdictions.
- **Project Closeout:** FEMA approval of the county marks the completion of the project. EMDs and counties will reconcile accounts for local match and provide any documentation.

Hazard Mitigation Plan Update Application

County Name
Le Sueur

Contact Name	Title	Agency
Ann M. Traxler	Director	Le Sueur County Emergency Management
City, State, Zip Code	Email	Phone
Le Center, MN 56057	atraxler@co.le-sueur.mn.us	507-380-0048 office:507-357-8394
Alternate Contact Name	Title	Email/phone
Tamara Stewig	Deputy	tstewig@co.le-sueur.mn.us 612-790-9568 office:507-357-8395

Match and/or In-Kind Budget (Estimate – update based on actual)

Item	Item Description	Units	Unit of Measurement	Cost	Total
1	County Staff*	180	hours	33.5	\$6,030.00
2	City Staff*	50	hours	27.58	\$1,379.00
3	Public Participation	50	hours	27.58	\$1,379.00
4	Cash				
					\$8,788.00
	Total Match	Must be at least \$8,250			

*Any city or county staff funded by 100% EMPG or other Federal grant programs are **not eligible** to use salary.

County Staff – Provide County staff (base plus fringe) breakout for project manager, staff support, technical experts, etc. provided by payroll system.

City Staff - Use the standard rate \$27.58 (or document actual rates, if available)

Public Participation - Use the standard Minnesota 2017 volunteer rate of \$27.58. This may be updated for 2018. https://independentsector.org/resource/vovt_details/

Certification:

Darrell Pettis

County Administrator

Printed name

Signature

Title

Date

**RESOLUTION AUTHORIZING PARTICIPATION IN PLANNING PROCESS
AND EXECUTION OF AGREEMENT**

WHEREAS, the County of **Le Sueur** is participating in a hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Act establishes a framework for the development of a multi- jurisdictional hazard mitigation plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and business; and

WHEREAS, the county will lead the planning effort with the assistance of consultants and State of Minnesota mitigation staff.

WHEREAS, the county will provide staff and resources from departments related to mitigation, will facilitate participation of jurisdiction within the county, and provide quarterly reporting on plan progress.

WHEREAS, the plan must include a risk assessment including past hazards, hazards that threaten the county. maps of hazards, an estimate of structures at risk, estimate of potential dollar losses for each hazard, a general description of land uses and future development trends; and

WHEREAS, the plan must include a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the plan must include a maintenance or implementation process including plan updates, integration of plan into other planning documents and how the county will maintain public participation and coordination; and

WHEREAS, the draft plan will be shared with the State of Minnesota and the Federal Emergency Management Agency (FEMA) for coordination of state and federal review and comment on the draft; and

WHEREAS, approval of the all hazard mitigation plan will make the county eligible to receive Hazard Mitigation Assistance grants as they become available; and

NOW THEREFORE, Be it resolved that **Le Sueur County Emergency Management** will enter into

an agreement with the Division of Homeland Security and Emergency Management in the Minnesota

Department of Public Safety for the program entitled Hazard Mitigation Assistance (HMA) for the update of the

Le Sueur County Hazard Mitigation plan. **Ann M. Traxler- Director of Le Sueur County Emergency Management** is hereby authorized to execute and sign such agreements and any amendments hereto as are necessary to implement the plan on behalf of **Le Sueur County**.

I certify that the above resolution was adopted by the **Le Sueur County Board of Commissioners** of
Le Sueur County on _____.
(Date)

SIGNED:

WITNESSETH:

(Signature)
Le Sueur County Board Chairman

(Signature)
Le Sueur County Administrator

(Date)

(Date)

Letter of Commitment of Funds

**Le Sueur County
88 S. Park Avenue
Le Center, MN 56057**

As a potential sub-grantee in a Hazard Mitigation Assistance (HMA) Program, **Le Sueur County** hereby commits the matching funds necessary for the proposed *Le Sueur County Hazard Mitigation Plan update*.

After FEMA approval and during project implementation, **Le Sueur County** acknowledges that it is responsible for providing a minimum of 25% of all eligible project costs or a minimum of \$8,250 in local matching funds to comply with all grant cost share requirements.

As signed, we understand the responsibilities of a sub-grantee participating in the HMA program and hereby authorize the use of these non-federal funds for this proposed project.

Le Sueur County Board Chairman

Date

Le Sueur County Administrator

Date

Director of Le Sueur County Emergency Management

Date

End of the Year Board Action Items:

On motion by _____ seconded by _____ and approved, the Board adopted the following resolution setting the 2019 mileage reimbursement rate:

BE IT RESOLVED: That the Le Sueur County Board of Commissioners hereby sets the mileage reimbursement for Le Sueur County Employees to be the Federal IRS mileage at 58 cents per mile and 2 cents per mile additional for those Water Patrol Officers while pulling a water patrol boat for the year 2019.

On motion by _____, seconded by _____ and approved the Board adopted the 2019 Per Diem Rate:

BE IT RESOLVED: That the Le Sueur County Board of Commissioners hereby sets the 2019 Per Diem at \$75.00 per half day and \$100.00 per full day, effective January 1, 2019 for all per diems.

On motion by _____ seconded by _____ and approved, the Board set the 2019 Per Diem Eligible Committees as follows:

2019 PER DIEM ELIGIBLE COMMITTEES

Personnel Policy Committee, Scenic Byway Alliance, Family Services Collaborative, Labor Management, Historical Society, Fair Board, PIC, Law Library, Airport Commissions, Extension, MVCOG, Le Sueur/Waseca Regional Library, Road & Bridge, Transportation Alliance, Annual Township Meeting, all AMC Policy Committees, AMC, NACO, Le Sueur - Waseca Community Health Board, Planning & Zoning matters, Tri-County Solid Waste, Cannon River Matters, MSSA, Mental Health Advisory, Imtrack Joint Powers Board, Region 9, MVAC, EMS Joint Powers, HRA, Multi-County HRA, Region 9, Le Sueur County Aging and Transit, MV River Watershed Committee, Ney Foundation, Parks, Le Sueur – Scott Joint Drainage Authorities, Le Sueur – Rice Joint Drainage Authorities, Le Sueur – Blue Earth Joint Drainage Authorities, Public Health Emergency Preparedness Advisory Committee, Public Health Advisory Committee, LCDS Inc., Regional Radio Board, GBERBA, Middle MN River Watershed, SHIP (Statewide Health Improvement Program), Aquatic Invasive Species (AIS) Committee, Safety Committee, Veterans Services Drivers, West Jefferson Sewer District, TRUE Transit, Human Resources Committee, 1 Watershed 1 Plan, South Central Transit JPA, Parks Board and any other newly created committees recognized by the County Board in the year 2019.

On motion by _____, seconded by _____ and approved, the following resolution was adopted:

BE IT RESOLVED: that all members of the County Board, the Human Services Director, the County Administrator, and the VSO are hereby designated as Association of Minnesota Counties Delegates for Le Sueur County in 2019.

BE IT FURTHER RESOLVED: that all officials and their delegates are hereby authorized to attend all meetings called by their respective associations, regional and national, including regular meetings called during the year 2019, and

BE IT FURTHER RESOLVED: that all out-of-state meetings must be requested in person by the Department Head before the County Board.

On motion by _____, seconded by _____ and approved, the Board established the 2019 annual base salary of the Le Sueur County Board of Commissioners to be \$30,250.18 plus cafeteria benefits as negotiated by the Union Contracts.

On motion by _____, seconded by _____ and approved, the Board adopted the following resolution setting the 2019 Le Sueur County hours of operation:

THEREFORE BE IT RESOLVED: That all employees except for public safety and the county highway department employees shall have their normal work week at 39.5 hours in 2019.

BE IT FURTHER RESOLVED: That the normal hours of operation for the County Courthouse and Planning and Zoning Office shall be 8:00 a.m. to 4:30 p.m. on Mondays thru Thursday and 8:00 a.m. to 4:00 p.m. on Friday for 2019.

Future Meetings December 2018 – February 2019

December 2018

Tuesday, December 18	Board Meeting, 4:30 p.m. *User Fees Public Hearing, 5:50 p.m. *Budget/Levy Public Hearing, 6:00 p.m.
Thursday, December 20	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Monday, December 24	Offices Close at noon for Christmas
Tuesday, December 25	Offices Closed for Christmas – (No Board Meeting)

January 2019

Tuesday, January 1	Offices Closed for New Year's Day – (No Board Meeting)
Tuesday, January 8	Board Meeting, 9:00 a.m. – Board Reorganization
Thursday, January 10	Le Sueur-Rice JD5 Public Hearing reconvenes and Special Meeting for Le Sueur – Rice JD63 at 9:00 a.m. at the Le Sueur County Courthouse in the Commissioner's Room P&Z Meeting, 7:00 p.m. at Environmental Services
Tuesday, January 15	Board Meeting, 9:00 a.m.
Thursday, January 17	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Monday, January 21	Offices Closed for Martin Luther King Jr. Day
Tuesday, January 22	Board Meeting, 9:00 a.m. *County Ditches Work Session with SWCD staff

February 2019

Tuesday, February 5	Board Meeting, 9:00 a.m. *CHB Meeting in Waterville at 1:00 p.m.
Thursday, February 14	P&Z Meeting, 7:00 p.m. at Environmental Services

Monday, February 18

Offices Closed for President's Day

Tuesday, February 19

Board Meeting, 9:00 a.m.

Thursday, February 21

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

Tuesday, February 26

Board Meeting, 9:00 a.m.



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 9

Commissioner Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 10

5:50 p.m. Public Hearing on Proposed Changes to User Fees for 2019

Staff Contact:

Proposed User Fee Changes for 2019

Department	Fee	Current 2018	Proposed 2019
County Ag Inspector	Pesticide Exams	new	\$20.00 per exam session
Public Health	Skilled Nurse	\$135 per visit	170.00 per visit*
Public Health	Home Health Aide	\$38.00 per hour	\$58.00 per hour*
* sliding fee scale available for clients without insurance or not eligible for grant/waiver.			
Public Health	Therapy (PT, OT, ST Medicare only)	new	\$240.00 per visit
Public Health	Homemaker (Waiver/grant only)	new	\$27.00 per hour
Public Health	Influenza vaccine	\$35.00	\$40.00
Human Services	Electric Home Monitoring	Full cost of service	Sliding fee based on income
Human Services	Supervised Visits	Full cost of service	Sliding fee based on income
Human Services	Change from Urine Analysis Testing to Substance Use Analysis Testing	Full cost of service	Sliding fee based on income
Human Services	Childcare Background Study	\$100.00 - Max per State Statute	Delete Fee
Recorder	Mail Fee	\$10.00	\$15.00
Environmental Services	Ordinance Amendment	new	\$2,000.00
Environmental Services	Septic- Type V (Existing)	new	\$400.00

Existing Rate Schedule - Le Sueur County Solid Waste Fees

Commercial Property	Per Unit
Value \$0-\$1,000,000	3
Value \$1,000,001, and over	7.5
Apartments	1
Schools	5
Government	0.5
Hospitals and Nursing Home	28
Nursing Home (Tax Exempt)	0.5
Churches and Halls	0.5
Dwellings - homestead and seasonal recreational	1
Resort and Campgrounds	
Sites 0-100	0.25
Sites 101 and over	0.33

Proposed 2019 Rate Schedule - Le Sueur County Solid Waste Fees

Commercial Property	Per Unit
Value \$0-\$500,000	3
Value \$500,001-\$1,000,000	5
Value \$1,000,001, and over	10
Apartments (per unit)	1
Schools	5
Government	0.5
Hospitals	28
Nursing Home (per room)	0.5
Churches and Halls	0.5
Dwellings - residential and seasonal recreational	1
Mobile Home Park (per site)	1
Resort and Campgrounds (per entity)	4

1 Unit = \$15.00 (Effective as of 1-1-2015)

Summary of Proposed Changes for 2019

1. Commercial Properties: split \$0 to \$1,000,000 assessed value into two categories (\$0 to \$500,000 and \$500,001 to \$1,000,000); new Per Unit charge for \$500,001 to \$1,000,000 and increased Per Unit charge for \$1,000,001 and over.
2. Added Mobile Home Park
3. Resort and Campgrounds: revised rate to Per Entity, change from Per Site.

2018 USER FEES (APPROVED 12/19/17)

ADMINISTRATION

PASSPORTS

Application Acceptance Fee	\$35.00 each application (effective 4/2/18)
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ASSESSOR

Labels	\$100 set up fee
	\$0.03 per label
Excel Reports	\$100 set up fee
	\$25 per taxing district
	\$0.05 per record or \$50 per hour
Tax Info – whole county	\$750
CAMA Info – whole county	\$750
Print out report	\$0.25 per page

AUDITOR-TREASURER

NSF fee	\$30.00
Publishing Fee for delinquent tax	\$60.00
Admin fee for forfeiture	\$150.00
Parcel search fee	\$2.00
On sale Liquor License	\$1,500.00
Off sale Liquor License	\$200.00
Sunday Liquor License	\$200.00
Wine/strong beer License	\$400.00
3.2 Beer Licenses on-sale	\$20.00
3.2 Beer Licenses off-sale	\$10.00
Tobacco License	\$100.00
Fireworks	\$15.00
Auctioneer License	\$20.00
Auditor's Tax Certificate	
No taxpayers listed	\$50.00
10 largest taxpayers listed	\$100.00
25 largest taxpayers listed	\$150.00
Fast Track (License Bureau)	\$20.00
On sale Liquor License (Selling strong beer only)	\$750.00
Minimum for each ditch lien entry	\$10.00
Ditch lien entries due in one installment	\$100.00 or less

ELECTIONS

Non-Mail Ballot Precincts	
1-50 Registered Voters	\$100.00/yearly
51-500 Registered Voters	\$600.00/yearly
501-1000 Registered Voters	\$900.00/yearly
1001 and up Registered Voters	\$1,200.00/yearly
Mail Ballot Precincts	
Reimburse Le Sueur County for mailing ballots	Postage Cost
ENVIRONMENTAL SERVICES FEES	
HEARINGS	
Variance	\$600.00
Cluster Fee for Variances	\$600.00 + \$200.00 per lot
Special Meeting	\$1,200.00
Conditional Use Permit	\$750.00
Rezoning	\$750.00
Preliminary	\$500.00 + \$25 per lot
Final	\$1,000.00
Special Meeting	\$2,000.00
After the fact penalty	\$1500.00 or 10% of finished value of improvement, whichever is greater
STRUCTURES	
Residential Dwellings	\$3/\$1000 of value Min \$100.00
Accessory Structure	\$2/\$1000 of value Min \$ 50.00
Commercial Structure	\$5/\$1000 of value Min \$150.00
Signs	\$2/\$1000 of value Min \$ 50.00
911 Addressing Fees	
Trip Charge	\$60.00
Sign Post	\$20.00
Sign Blade & Bolts	\$15.00
Sign Stickers	\$5.00
OTHER FEES	
Zoning Ordinance	\$45.00
Copies per page	\$0.25
Fax or email fee	\$5.00 + \$0.25 per page
Filing fee	\$46.00
SEPTIC	
Type I	\$300.00
Type II	\$200.00
Type II (floodplain area)	\$400.00
Type III	\$300.00

Type III (flow equalization or reduced size)	\$400.00
Type IV	\$500.00
Cluster < 2,500 gpd	\$1000 + 200.00 per household
Cluster 2,500 to 4,999 gpd	\$2000 + 200.00 per household
Cluster 5,000 to 10,000 gpd	\$5000 + 200.00 per household
Commercial	Double
Not ready for Inspection/Soils	\$50.00
After the fact permits	Double the fee
GIS	
Parcel Based GIS Information	\$0.05 per parcel or \$50.00 per hour, whichever is greater
Printer Map Product – Color	\$1.00 per page
Printer Map Product – Plotter HP (34 x 44)	\$10.00 per page
Custom maps, Product Analysis, Computer Processing	\$50.00 per hour
Land Information GeoDatabase	\$2,500.00
HUMAN SERVICES	
Adult/Child Corporate License	\$300.00 – \$500.00 Max per State Statute
Chemical Dependency Assessment	\$225.00
Childcare Background Study	\$100.00 – Max per State Statute
Childcare License	\$50/1 year; \$100/2 year License
Child/Juvenile Placement Costs	Sliding fee based on income
Detoxification Service	Sliding fee based on income
Electric Home Monitoring	Full Cost of service
Group Therapy	Sliding fee based on income
In-Home Family Therapy	Sliding fee based on income
Out Patient Therapy	Sliding fee based on income
Supervised Visits	Full Cost of Service
Urine Analysis Testing	Full Cost of Service
PARKS	
LAKE WASHINGTON	
Head Quarter Bldg	\$75.00 per day
Picnic Shelter	\$50.00 per day
Electric Site - Camping	\$25.00 per night
Non Electric Site	\$15.00 per night
Senior Citizen Discount (62 +)	\$20.00 per night (Sun-Thurs)
CLEAR LAKE PARK	
Camping	\$10.00 per night
RICHTER WOODS PARK	
Barn Rental	\$75.00 per day

Damage/Clean Up Deposit for Richter Woods Barn Rental	\$75.00
PUBLIC HEALTH	
SERVICES	
Skilled Nurse	\$135.00 per visit *
Home Health Aide	\$38.00 per hour*
*Sliding fee scale available for clients without insurance or not eligible for	
Pregnancy Test	\$8.00
Early Childhood Screening	\$35.00
INMMUNIZATIONS	
VFC Vaccinations Admin Fee(Vaccine is free)	\$20.00
VFC Vaccinations - Admin Fee Alternative Schedule (Vaccine is free)	1 injection \$20.00
	2 injections \$27.00
	3 injections \$34.00
	4 injections \$41.00
Hepatitis B	\$60.00
Tdap	\$54.00
Mantoux	\$20.00
Influenza	\$35.00
*Immunizations are billed to insurance whenever possible	
COMMUNITY HEALTH: FEE SCHEDULE	
Food & Beverage Service Establishment Fees	
Base Fee, then add category below	\$165.00
Category 1	\$110.00
Category 2	\$245.00
Category 3	\$385.00
Additional Food Service	\$175.00
HACCP Verification	\$175.00
Alcohol Fees, only one category applies	
LODGING FEES	
Base Fee	\$165.00
Number of units x	\$11.00
*Max	\$1,100.00
TEMPORARY FOOD FEES	
Special Event	\$55.00
Food Cart	\$85.00
Mobile Food Unit	\$85.00

Seasonal Temporary Food Stand	\$85.00
Seasonal Permanent Food Stand	\$85.00
Late penalty for any of the above	\$60.00
MHP Fees	
Base Fee	\$165.00
*Plus number of sites x	\$5.00
RCA Fees	
Base Fee per number of sites	
24 sites or less	\$55.00
25-99 sites	\$230.00
100 or more sites	\$330.00
*Plus number of sites x	\$5.00
Special Event RCA/MHP	
Base Fee	\$150.00
*Plus number of sites x	\$1.00
POOLS	
Base Fee	\$165.00
Public swimming pool	\$355.00
Additional pool (each)	\$200.00
Spa pool	\$200.00
Additional spa (each)	\$110.00
MISC FEES	
Individual water and/or sewer	\$60.00
SCHOOLS	
Base Fee	\$165.00
Category 2	\$245.00
Additional Inspections	\$250.00
Concession Stand	\$0 or TBT
YOUTH CAMPS	
Up to 99 campers	\$325.00
100-199 campers	\$550.00
\$200 or more campers	\$750.00
WELLS	
New Construction	\$150.00
Sealing	\$0.00
LATE FEES	
Special Event RCA	\$360.00
Late fee if operating up to 30 days w/o license	\$120.00
Additional late fee if operating more than 30 days w/o license	\$360.00

Re-Inspection fee equal to the	Equal to base fee
base fee for 3 rd or 4 th visit in less	
than 12 months for failure to	
comply with corrective order	

COMMUNITY HEALTH: PLAN REVIEW FEE SCHEDULE

NEW CONSTRUCTION

FOOD

Category 1	\$400.00
Category 2	\$450.00
Category 3	\$500.00
Additional Food	\$250.00
Food cart	\$250.00
Mobile Food Unit	\$350.00
Seasonal permanent food stand	\$250.00
Seasonal temporary food stand	\$250.00
HACCP	\$500.00

LODGING

Less than 25 units	\$375.00
25 to less than 100 units	\$400.00
100 units or more	\$500.00

CABINS

Less than 5 cabins	\$350.00
5 to less than 10 cabins	\$400.00
10 cabins or more	\$450.00

MHP/RCA/Special Event Camping

Initial construction of less than 25 sites	\$375.00
Initial construction of 25 to 99 sites	\$400.00
Initial construction of 100 or more sites	\$500.00

YOUTH CAMP

Up to 99 Campers	\$375.00
100 - 199 Campers	\$400.00
200 or more	\$500.00

REMODEL

FOOD

Category 1	\$300.00
Category 2	\$350.00
Category 3	\$400.00
HACCP	N/A

Additional food service	\$250.00
Food cart	\$250.00
Seasonal permanent food stand	\$250.00
Seasonal temporary food stand	\$250.00
Mobile food unit	\$250.00
LODGING	
Less than 25 units	\$250.00
25 to less than 100 units	\$300.00
100 units or more	\$450.00
CABINS	
Less than 5 cabins	\$250.00
5 to less than 10 cabins	\$350.00
10 cabins or more	\$400.00
MHP/RCA/Special Event Camping/Youth Camp	
Expansion of less than 25 sites	\$250.00
Expansion of 25 to 99 sites	\$300.00
Expansion of 100 or more sites	\$450.00
YOUTH CAMPS	
Up to 99 campers	\$250.00
100 - 199 Campers	\$300.00
200 or more	\$450.00
RECORDER	
ABSTRACT	
Document	\$46.00
Plat/Condominium	\$56.00
Attested Copy	\$2.00 each
More than 4 reference #'s	\$10.00 each add'l reference #
Well Certificate	\$50.00
TORRENS	
Document	\$46.00
Plat/Condominium/Registered Land Survey	\$56.00
Attested Copy	\$2.00 each
More than 4 reference #'s	\$10.00 each add'l reference #
Memorials on multiple certificates	\$20.00 per certificate
Residue Certificate	\$40.00
Well Certificate	\$50.00
Condition of Register	\$50.00
Copy of Certificate Title	\$3.00
VITALS	
Birth Certificate	\$26.00 for one \$19.00 each additional

Death Certificate	\$13.00 for one \$6.00 each additional
Marriage Certificate	\$9.00
Marriage License	\$115.00 without classes \$40.00 with 12 hours classes
Re-Issue Marriage Document, Applicant Error	\$10.00
Marriage Waivers	\$25.00
Genealogy Searches	\$20.00 per hour
Vitals Report	\$15.00
ABSTRACTING SERVICES	
Abstract Certification	\$75.00 New or Recertification \$60.00 Update Continuation
Abstract Entries	\$5.00 per entry
O & E Report	\$140.00
40 Year Tract Search	\$250.00
Tract Search	\$20.00 per hour
Exhibits	\$1.00 per page
Name Search	\$6.00
District Judgment Search	\$5.00
Special Assessments	\$5.00
Certified Mail	\$10.00
Expedite Fee	\$25.00
MISCELLANEOUS SERVICES	
Ordination	\$20.00
Notary/Notary Amendment	\$20.00
Notary Certification	\$5.00
LandShark Subscription	\$50.00 set up fee
	\$50.00 Monthly fee
	\$2.00 per viewed document
Passport Photos	\$12.00
Plat Review	\$50.00
Reports	\$15.00 + \$1.00 per page
After Hours Emergency	\$10.00
COPIES	
Plain Copies	\$1.00 per page
Copies from Books	\$3.00
Certified Copies	\$10.00
Plotter Sized Plat Copies	\$10.00 per page + \$5.00 to certify
Fax/Email Fee	\$5.00 + \$1.00 per page
SHERIFF PUBLIC FEES	
GUN PERMITS	

Conceal/Carry Permit	\$100.00
Renewal	\$75.00
Replacement/Change of info	\$10.00
Burn Permit	No charge
Incident Report Copy	No charge for initial report, \$0.25 per page for additional copies
Accident Report Copy	No charge
Photographs	\$2.00 per colored copy - 2 on a page
CD Copy (containing audio, video, photographs and/or documents)	\$20.00
Clerical Query/Research	\$20.00/hour, 15 minutes minimum
Fingerprints	\$10.00 (1 or 2 cards)
SHERIFF CIVIL FEES	
Summons/Complaint, subpoena, notices, orders, writ of execution, petitions, foreclosure notices, posting of notice, etc.	\$70.00 Unlimited attempts or # of occupants at same address
Writ of Recovery in Eviction	\$70.00
Deputy time for property removal standby in eviction	\$70.00
Sheriff Sales	\$70.00
Redemption Certificate	\$250.00
Mechanics Lien Sales/Certificates	\$70.00
Notice of Intent to Redeem	\$100.00
Writs of Execution Commission	6%



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 11

6:00 p.m. 2019 Budget - Levy Public Hearing

Staff Contact:

Notice of Proposed Total Budget and Property Taxes

The Le Sueur County Board of Commissioners will hold a public hearing on its budget and on the amount of property taxes it is proposing to collect to pay for the costs of services the County will provide in 2019.

SPENDING: The total budget amounts below compare the county's 2018 actual budget with the amount the county proposes to spend in 2019.

2018 Total <u>Actual Budget</u> 56,889,897	Proposed 2019 <u>Budget</u> 73,550,812	Change from <u>2018-2019</u> 29.2%
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TAXES: The property tax amounts below compare that portion of the current budget levied in property taxes in the County of Le Sueur for 2018 with the property taxes the County proposes to collect in 2019.

2018 Property <u>Taxes</u> 19,379,373	Proposed 2019 <u>Property Taxes</u> 20,716,550	Change from <u>2018-2019</u> 6.9%
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LOCAL TAX RATE COMPARISON: The following compares the county's current local tax rate, the county's tax rate for 2019 if no tax levy increase is adopted, and the county's proposed tax rate for 2019.

<u>2018 Tax Rate</u> 53.257%	<u>2019 Tax Rate If No Levy Increase</u> 50.0135%	<u>2019 Proposed Tax Rate</u> 54.0080%
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2019 FINAL LEVY

<u>FUND</u>	<u>TAXES</u>	<u>PROGRAM AID</u>	<u>TOTAL</u>
Revenue	10,362,736	571,455	9,791,281
Road & Bridge	3,189,350	571,455	2,617,895
SS & PA	2,482,629		2,482,629
PA & GA	1,091,800		1,091,800
Fair	35,000		35,000
Building	210,000		210,000
Extension Services	213,824		213,824
Park	249,634		249,634
Bonded Indebtedness	3,676,339		3,676,339
Victim Witness	23,619		23,619
Env Services – P & Z	239,142		239,142
Env Services – Water Plan	19,760		19,760
Env Services – ISTS	65,627		65,627
TOTAL	21,859,460	1,142,910	20,716,550

2019 FINAL LEVY \$ 20,716,550

2018 FINAL LEVY \$ 19,379,373

INCREASE IN LEVY \$ 1,337,177

INCREASE OF 6.9%

2019 Levy vs. 2018 Levy

	2019 Levy	2018 Levy	Difference
Revenue	9,791,281	9,018,056	\$ 773,225
Road and Bridge	2,617,895	2,485,230	\$ 132,665
SS & PA	2,482,629	2,552,256	\$ (69,627)
PA & GA	1,091,800	1,022,173	\$ 69,627
Fair	35,000	35,000	\$ -
Building	210,000	428,601	\$ (218,601)
Extension Services	213,824	205,531	\$ 8,293
Park	249,634	241,772	\$ 7,862
Victim Witness	23,619	18,420	\$ 5,199
Bonded Indebtedness	3,676,339	3,107,169	\$ 569,170
Environmental Services	239,142	188,747	\$ 50,395
Water Planning	19,760	24,928	\$ (5,168)
ISTS	65,627	51,490	\$ 14,137
	\$ 20,716,550	\$ 19,379,373	\$ 1,337,177

Proposed Levy Increase = \$1,337,177
2018 Final Levy = \$19,379,373

Proposed 2019 Levy Increase = 6.9%

**FINAL 2019
RECAP OF EXPENDITURES
LE SUEUR COUNTY**

FUND	TAXES	OTHER REVENUES	USE OF FUND BALANCE	TOTAL
REVENUE	10,362,736	4,721,596	891,500	15,975,832
ROAD & BRIDGE	3,189,350	25,449,055		28,638,405
SS & PA	2,482,629	2,630,519		5,113,148
PA & GA	1,091,800	1,612,250		2,704,050
FAIR (600)	35,000	0		35,000
BUILDING (111)	210,000	0		210,000
EXT SERVICES (601)	213,824	3,560		217,384
PARK (525)	249,634	62,763		312,397
BONDED INDEBT	3,676,339	44,000	-739,077	2,981,262
VICTIM WITNESS	23,619	80,200		103,819
ENVIRONMENTAL SERVICES	324,529	5,649,247	429,547	6,403,323
DRUG TASK FORCE	0	43,000	-20,238	22,762
CAP IMPROVEMENT	0	10,000,000	833,430	10,833,430
TOTAL	21,859,460	50,296,190	1,395,162	73,550,812

2019 Budgets -- Final

Department	Revenue	Expenditures	Levy \$ Needed
001 – Commissioners	16,310	310,431	294,121
011 – District Court	4,800	90,200	85,400
019 – Law Library **	15,500	28,000	12,500
020 - Drug Court	90,500	192,259	101,759
039 – Land Rec Dept	66,000	225,213	159,213
040 – Finance	28,500	143,401	114,901
041 – License Bureau	109,840	133,139	23,299
043 – Machine Room	9,300	138,000	128,700
044 – Auditor/Treasurer	15,900	537,134	521,234
045 – Assessor	7,200	630,957	623,757
046 – Gen Govt	1,079,374	343,074	-736,300
047 – Remonumentation	0	36,800	36,800
049 - Human Resources	0	210,814	210,814
060 – Data Processing	0	734,301	734,301
061 – Election	21,500	82,900	61,400
062 – County Administrator	7,500	275,819	268,319
090 – Co Attorney	0	837,946	837,946
091 – Co Attorney Cont	0	11,000	11,000
100 – Co Recorder	195,000	328,101	133,101
101- Rec Tech Fund **	62,000	111,000	49,000
110 – Maintenance	100,000	619,234	519,234
120 – Veterans Service	1,200	290,529	289,329
123 – HRA	0	9,500	9,500
124 – Public Health	2,086,252	2,545,825	459,573
126 – Sr Citizens/Transit	0	53,000	53,000
127 – Forfeit Tax	8,000	14,000	6,000
200 – Law Enforcement	211,420	2,175,688	1,964,268
201 – Crim Inv	0	397,456	397,456
202 – B & W	11,384	40,028	28,644
203 – Sheriff Cont #2	2,000	0	-2,000
204 – Sheriff Cont #1	0	2,000	2,000
205 – Coroner	0	50,000	50,000
208 – E911 County	1,000	11,927	10,927
209 – Tobacco Compl	2,200	0	-2,200
210 – Snowmobile Safety	0	3,517	3,517
212 – E911 State	104,205	96,500	-7,705
214 – OHV/ATV	6,525	5,000	-1,525
245 - Justice Center	0	651,624	651,624
250 – Jail	34,000	2,447,453	2,413,453
251 – Probation	87,339	423,188	335,849
280 – Emergency Mgmnt	29,306	190,250	160,944
602- SWCD	307,541	537,826	230,285
603 – Ag Inspector	0	10,798	10,798
** use reserves			
TOTAL	4,721,596	15,975,832	11,254,236

Department	Revenue	Expenditures	Levy \$ Needed
300 – R & B – Adm	23,979,805	683,871	-23,295,934
301 – R & B –Const	0	22,881,593	22,881,593
302 – R & B – Maint	0	3,305,475	3,305,475
303 – R & B – Shop	0	960,216	960,216
304 – R & B - Bonds	1,469,250	807,250	-662,000
TOTAL	25,449,055	28,638,405	3,189,350
043 – Machine Room	22,680	22,680	0
122 - Planning & Zoning(Levy)	117,500	356,642	239,142
426 – SCORE	121,036	121,036	0
427 – Solid Waste (Reserves)	232,000	241,973	9,973
428 – Water Planning (Levy & Reserves)	62,140	95,374	19,760 Levy & 13,474 Reserves
436 – Feedlot Grant	30,066	30,066	0
438 – ISTS(Levy)	18,600	84,227	65,627
440 – State Shoreland Grt	4,918	4,918	0
443 – Wastewater Bd 2006B	5,000	5,000	0
453-Aquatic Species Aid	146,373	146,373	0
456 - West Jefferson Subord(Reserve)	4,800,000	5,201,500	401,500
457-Lower MN WRAPS(Reserves)	0	4,600	4,600
458-Buffer Enforcement	88,934	88,934	0
TOTAL	5,649,247	6,403,323	754,076
Fund 30 – B & I Dept 971/443/245	44,000	2,981,262	3,676,339
Fund 40 – Cap Imp (use Prog Aid that was set aside)	10,000,000	10,833,430	833,430
Fund 02 - Victim Witness	80,200	103,819	23,619
Fund 05 - Drug Task Force	43,000	22,762	-20,238
111- Building	0	210,000	210,000
129-German/Jefferson**			
525 – Park	62,763	312,397	249,634
600 – County Fair	0	35,000	35,000
601 – Ext Services	3,560	217,384	213,824

6

Le Sueur County Road and Bridge Department
FY 2019 Budget

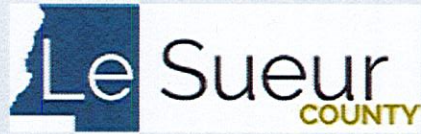
REVENUES

<u>Estimated Revenues</u>	<u>2019</u>
Local Property Tax Levy	\$ 2,617,895.00
County Program Aid	\$ 571,455.00
Other State Aids	\$ 10,565.00
County State Aid Highway Apportionment (State Aid)	\$ 4,785,999.32
County State Aid Highway Bonds, CIP Bonds	\$ 1,469,250.00
State Bridge Bonding (Fund 29)	\$ 270,000.00
Reimbursements for Construction Projects	\$ 16,778,661.66
Property Taxes - Delinquent	\$ 35,000.00
Aggregate Tax	\$ 140,000.00
Wheelage Tax	\$ 310,000.00
Township Road Allotment (State Road Funds to the Townships)	\$ 203,305.00
Sale of Equipment, Materials, Supplies and Misc Reimbursements	\$ 115,000.00
Total Revenues	\$ 28,633,130.98

EXPENDITURES

<u>Estimated Construction Expenditures</u>	<u>2019</u>
TH 112 Turnback Project-Rural	\$ 15,000,000.00
TH 112 Turnback Project-Urban	\$ -
CSAH 15 - TH 112 to CSAH 26	\$ 1,700,000.00
CSAH 28 - CIR and Bit Overlay	\$ 730,000.00
Countywide Sealcoats	\$ 1,084,000.00
CSAH 33 - Replace Bridge 92723	\$ 240,000.00
CSAH 37 - TAP Sidewalk projects	\$ 650,172.00
CSAH 52 - Replace Bridge # 4458	\$ 300,000.00
CR 104 - Grading, Base and Bit	\$ 1,000,000.00
Clear Lake Lane	\$ 449,600.00
Right Of Way	\$ 36,000.00
2009 SA Bond Payment	\$ 263,900.00
2015 SA Bond Payment	\$ 540,350.00
SA Advance Payback	\$ 269,402.21
Bond Fees	\$ 3,000.00
Subtotal of Construction Expenditures	\$ 22,266,424.21

<u>Estimated Operational Expenditures</u>	<u>2019</u>
Labor (inc. Overtime, SS, PERA, & Benefits)	\$ 2,263,530.77
Administration Expenses (Tele., Office Supplies, Furniture)	\$ 35,500.00
Construction Expenses	\$ 3,500.00
Maintenance Expenses	\$ 13,000.00
Shop Expenses	\$ 500.00
Supplies (Aggregate, Salt, Fuel, Culverts, Signs, Parts, Tools)	\$ 1,729,500.00
Munic Maint Payments, Hired Equip, Maint Contracts	\$ 261,723.00
Professional Services (Bridge Design, Equip Repair,)	\$ 1,127,148.00
Insurance	\$ 110,000.00
Utilities	\$ 50,000.00
Buildings	\$ 20,000.00
Equipment	\$ 549,000.00
Township Road Allotment (State Road Funds to the Townships)	\$ 203,305.00
Sales Tax	\$ -
Subtotal of Operational Expenditures	\$ 6,366,706.77
Total Expenditures	\$ 28,633,130.98



County Budget Hearing Human Services

December 18, 2018

Mission Statement: *To assist residents of Le Sueur County to maintain and enhance their quality of life and increase opportunities for self-sufficiency and independence.*

1 Budget

The State and Federal government **mandate** all services provided through the Le Sueur County Department of Human Services.

- **County Property Tax Dollars:** \$3,615,827 in county property tax funds is being levied in 2019 to administer mandated programs and services. **This is a \$0 increase from 2018.**
- **Overall Value of Human Services in the County:** The overall service value to Le Sueur County is \$55,905,206 with approximately 6.5% of costs from property tax dollars.
- **County Rank:** In 2016, Le Sueur County was ranked **13th lowest** in spending per capita in overall Human Services spending in the State.

2 Services & Programs

The main service and program areas of Human Services are **Child Support & Collections, Financial Assistance, Behavioral Health Services & Substance Use, Child Services and Social Services.**

✓ Child Support & Collections

Over 900 cases of public and non-public assistance child support with over \$4 million collected in support for children and their households.

✓ Financial Assistance	<ul style="list-style-type: none"> • 2,829 cases in Medical Assistance/Health Care • 102 Group Residential Program cases (Housing) • 50 MN Supplemental Assistance for individuals who are disabled or elderly • 51 persons on General Assistance • 540 cases in Food Support (SNAP Program) • 85 cases in MFIP & DWP • 55 cases in Child Care Assistance
✓ Behavioral Health & Substance Use	<ul style="list-style-type: none"> • 15- 20 referrals per month for out-patient therapy, needs assessment or evaluation • 78 cases in case management to persons with serious and persistent mental illness • 79 cases in chemical and substance use assessment and referral for treatment • 35 calls to our after-hour on-call service
✓ Child Services	<ul style="list-style-type: none"> • 48 cases in child protection and child welfare services • 74 cases in children’s mental health services • 32 cases in school liaison and truancy services • 150 average contacts per month through bi-lingual outreach services • 36 youth per month average in out of home placement/care totaling an average monthly cost of \$115,041 • 80 Child Care providers • 59 foster care providers
✓ Social Services	<ul style="list-style-type: none"> • 195 cases in case management to adults and children with developmental disabilities • 12 reports per month average in adult protection intakes & reports

LE SUEUR COUNTY PUBLIC HEALTH

2017 ANNUAL REPORT



Public Health
Prevent. Promote. Protect.

Le Sueur County

Le Sueur County Public Health Staffing 2017

25.38 FTE (full time equivalents) / 33 persons

2017 FINANCIAL SUMMARY (all Public Health programs combined)

Expenditures:	\$2,145,419
Revenues (federal and state grants, fees, contracts):	\$1,815,187
County Tax funds needed to operate:	\$330,232

HOME HEALTH CARE PROGRAM

Skilled Nursing: Public Health is certified by Medicare and licensed by the state of Minnesota to provide home health care services. Services are provided to the elderly, sick and disabled who are in need of nursing care in their homes. Providing care at home delays costly nursing home placement.

- Nurses made 2,196 visits with a monthly average of 183 visits in 2017
- 89 clients were served
- Average number of visits per day per nurse = 3.14

Home Health Aide Services: Home Health Aides are an important component of the home care program assisting patients with personal cares such as bathing, shampoo, exercises and meals.

- Home Health Aides made 3,379 visits in 2017
- Average length of direct time per patient visit was 1.18 hours

Homemaker Services: Homemakers are also an important part of the home care program. Homemakers assist patients with housecleaning, laundry and grocery shopping.

- Homemakers made 1,803 visits in 2017
- Average length of direct time per patient visit was 1.90 hours

Therapy Services: Public Health contracts to provide Physical Therapy, Occupational Therapy and Speech Therapy services to homebound patients needing therapy under the Medicare program.

- 14 Physical Therapy visits were made in 2017
- 19 Occupational Therapy visits were made in 2017
- 0 Speech Therapy visits were made in 2017

WAIVERED SERVICES PROGRAM

Case Management: Public Health is the lead agency for the following waivers: AC (Alternative Care), EW (Elderly Waiver), CADI (Community Access for Disability Inclusion), CAC (Community Alternative Care) and BI (Brain Injury) waivers. Public Health Nurses provide case management services for persons enrolled in these programs in order to determine the most appropriate and cost effective home and community based service plan to keep them in the community.

- Annual CCB aggregate funding utilized for CADI, CAC & BI waivers FY2017 was \$5,587,470
- 290 Le Sueur County residents were enrolled in a waived services program in 2017

Care Coordination for Health Plans: Public Health has contracts with Blue Plus, UCare and Medica (the county's managed care plans) to provide care coordination services to their members enrolled in MSHO (Minnesota Senior Health Options) and MSC+ (Minnesota Senior Care Plus).

- 231 Le Sueur County residents received health plan care coordination services in 2017

Assessments: Long Term Care Consultations (LTCC) & MnCHOICES (online assessment) -

Nurses complete LTCCs or MnCHOICES assessments to assess the client's needs, determine the best plan for meeting those needs and make recommendations to the client and family re: remaining in the community or entering a facility. Preadmission Screenings are completed on all residents needing admission to a nursing home from the community. The Area Agency on Aging does the PAS phone screens & case managers do the face to face screenings.

- 385 total LTCC / MnCHOICES completed in 2017
- 104 Initial Assessments
- 281 Reassessments

Personal Care Assistant (PCA) Assessments: Public Health Nurses complete a PCA assessment to determine the level of care and service needs for persons on Medical Assistance requesting PCA services.

- 5 PCA Assessments were completed in 2017

Total served: A total of 421 Le Sueur County residents were served by this team in 2017

- 991 assessment / reassessments / case management visits were made in 2017
- 9,193 indirect case management contacts were made in 2017
- Average caseload per nurse case manager was 47 clients in 2017

COMMUNICABLE DISEASE CONTROL (DISEASE PREVENTION & CONTROL)

Immunizations: Public Health offers low-cost immunization clinics on the first Monday of each month supported by the MDH Vaccine for Children Program. Influenza vaccinations are also given every fall.

- 161 Immunizations were given in 2017
- 804 Flu Shots were given in 2017

Immunization Registry: Le Sueur County participates in a Joint Powers Agreement with 5 other counties for Immtrack, a regional immunization registry. The immunization rate for Le Sueur County kindergarten students ranges from 92.11 – 95.11% for DTaP, Polio, MMR, Hepatitis B and Varicella for 2016-2017. Public Health has an Immunization Practices Improvement (IPI) contract with MDH to provide consultation to clinics re: vaccine storage, handling and administration practices.

- 3,819 children ages 0-18 had at least two immunizations entered in the registry in 2017

Disease Investigation: Public Health works together with the Minnesota Department of Health (MDH) and doctors to prevent the spread of a variety of diseases in the community. Public Health screens high-risk populations in the county for tuberculosis and provides DOT (Direct Observation Therapy) to individuals diagnosed with active TB.

- 74 Mantoux tests were given in 2017
- 0 residents received DOT (Direct Observation Therapy) for active pulmonary TB in 2017
- 2 residents with LTBI (Latent Tuberculosis Infection) in 2017
- 0 residents needed LTBI monitoring (including contacts of active cases) in 2017
- 113 Infectious Diseases were reported in 2017 (increased from 110 in 2016)
- Chlamydia is the highest reportable disease in county/state/nation: 62 cases 2017 (2016 = 45)
- 2 cases of Measles in Le Sueur County; 79 cases statewide (71 unvaccinated)

FAMILY HEALTH PROGRAMS

Prenatal and Postpartum Visits: Public Health Nurses visit high risk pregnant women and pregnant teens to provide education on pregnancy, nutrition, labor, and/or infant care. Referrals are obtained through WIC, local physicians, schools, and others.

- 11 women received prenatal visits in 2017
- 81 women received postpartum visits for breastfeeding and infant care education in 2017
- 12 pregnancy tests were done in 2017

Family Home Visiting: Federal funding through the TANF (Temporary Assistance for Needy Families) grant provides home visits to a target population of teen/minor parents and first time, low income parents. Education and support for parents is provided utilizing a variety of resources.

- 175 home or office visits were provided to 26 clients/families in 2017
- 232 students received education on Teen Pregnancy Prevention in 2017

Early Hearing Detection Intervention (EHDI) & Birth Defects reporting: Public Health has a contract with MDH to provide outreach to families with newborns or children that have been diagnosed with hearing loss or with a congenital birth defect.

- 2 referrals received for hearing loss in 2017
- 6 referrals received for birth defects in 2017

Follow Along Program: All parents are offered participation in this program that tracks their child's development and provides age appropriate educational materials.

- 224 children were enrolled in 2017

Car Seat Program: Nurses trained in car seat safety are available to provide accurate information and proper installation of child car seats. UCare provides Public Health with car seats to distribute to members and Public Health received a grant from the Department of Public Safety for car seats for low income families.

- 44.5 hours of car seat education was provided in 2017
- 54 UCare and Blue Plus families received car seats in 2017
- 8 families received car seats from the Child Passenger Safety Grant in 2017

SUID (Sudden Unexpected Infant Death) or SIDS (Sudden Infant Death Syndrome) Follow-up

- 1 SUID / SIDS death in Le Sueur County in 2017
- Distributed 4 portable, Cradle of Hope cribs and safe sleep education to eligible families

Healthy Smiles Program: Public Health applied for a grant through UCare to address gaps in access to dental services. The Healthy Smiles program was established in April 2015. A Registered Dental Hygienist is contracted as a Collaborative Practice Dental Hygienist and provides preventive dental services to children ages 0-14 years old one day per month at the Public Health office.

- 178 dental visits were provided to 147 clients in 2017
- The dollar value of services provided in 2017 was \$25,702
- Received \$5,000 Medica grant in 2017 to provide services to 34 uninsured clients

WIC (Women, Infants and Children) Program: Funded by the USDA, WIC provides nutrition education and vouchers for specific healthy foods to pregnant and breastfeeding women, infants, and children to age five. Based on a health assessment, specific food prescriptions are given to improve and maintain health.

- Participation levels for 2017 averaged 476 per month with a high of 513 in June 2017
- Total number of women, children & infants served 812 (228 women & 584 infants and children)
- Total dollar value of WIC vouchers issued in 2017 was \$342,159; monthly average of \$28,513
- Public Health's Lactation Room was used by county employees and clients 383 times in 2017

Child & Teen Checkup (C&TC) Program: Public Health receives federal funding to provide the outreach for this program. Families with C&TC eligible children (those on Medical Assistance) are contacted by phone, home visit or by mail when their children are due for the screening with their medical provider. The screenings promote physical and developmental health and early detection of problems.

- 4,405 informational contacts were made to eligible children in 2017
- 2,760 children were C&TC eligible in 2017

HEALTH PROMOTION PROGRAMS

School Health: Public Health provides consultation services to school nurses in Le Sueur County and assists with each school's Hearing and Vision Screening program. Public Health also has contracts with three of the schools to provide services during Early Childhood Screening.

Health Education: Nurses are available for presentations to students such as Senior Health Day for 12th graders, Puberty & Hygiene talks for 3rd-6th graders, and hand washing for Kindergarten students.

- Partnered with TCU Le Center: "New Wonders" class 24 sessions; 42 mothers & kids participated
- Car Seat educational events; Educational sessions at Kid Zone, summer school age childcare
- Education on germs & handwashing at TCU Le Center and Cleveland
- Dental health education to TCU Le Center

SHIP (Statewide Health Improvement Partnership): The Le Sueur – Waseca Community Health Board (CHB) collaborated with the Brown – Nicollet CHB to form the "Healthy Together" partnership. This four county project was funded with a \$1,506,401 SHIP 4 grant effective November 1, 2015 through October 31, 2020. An overall project coordinator was hired for the four county project and each county hired SHIP staff to support the work locally. Le Sueur – Waseca CHB is sharing 0.7 FTE Community Health Specialist between the two counties. Strategies to reduce obesity and tobacco include Healthy Eating, Active Living, Safe Routes to School, Worksite Wellness, Breastfeeding Friendly worksites and Tobacco Free Living.

2017 local Le Sueur County work included: Le Center Food Shelf healthy nudging training, City of Le Sueur "way finding" signage, Le Sueur & Rice Active Living Coalition vision mapping to compile a joint active living profile, Le Center United Methodist Church "Little Sprouts" Playspace, Le Sueur County "Clubhouse" bike library, Cleveland School Wellness policy, WEM school Wellness policy & updated vending to meet smart snack standards, TCU school garden, WEM active classroom initiative, Cleveland Adidas Heart Zone Monitors, Le Sueur Worksite Collaborative education, and more.

PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) & CITIES READINESS INITIATIVE (CRI)

Disaster Preparedness: Public Health has partnered with hospitals, clinics and emergency management to plan and conduct local and regional drills and exercises with an all hazards approach.

- 4 Full Scale or Tabletop Exercises, 8 Drills and 15 training events were completed in 2017

Health Alert Network (HAN): In partnership with MDH, Public Health has a system in place for fast, efficient and reliable communication when a disease or event threatens the health of Minnesotans. Public Health activates the local Health Alert Network (HAN) and passes the information on to hospitals, clinics, emergency management and others.

- 11 messages were sent to our partners in 2017

MN Responds: Public Health maintains a list through MN Responds of volunteers that have agreed to assist in the event of a disaster or emergency.

- Staff Alert and Notification system (utilizing MN Responds) was tested once in 2017 and 4 Call Down drills and Tactical communication drills were completed in 2017

COMMUNITY HEALTH

Delegation Agreement: Le Sueur County is fully delegated by the Minnesota Department of Health (MDH) to license, regulate and inspect all Food, Pools, and Lodging Services (FPLS) facilities, including Recreational Camping Areas (RCA), Manufactured Home Parks (MHP), Youth Camps, wells and swimming pools.

- 135 FBL establishments, 24 MHP/RCA, 10 pools & 3 Youth Camps licensed in Le Sueur County
- 26 non-community water facilities; 30 well construction permits; 26 well sealing permits issued
- 158 total inspections were completed in 2017 for an average of 13.2 inspections per month

Cleanup of Clandestine Drug Lab Sites Ordinance: The (meth) ordinance was established in 2005

- Prior to 2005 – 19 identified drug lab sites; 2006 and 2007 each had 1 lab site identified
- No drug lab sites identified from 2008-2017

Public Health Nuisance Complaints: Public Health receives health-related complaints with the three most frequent complaints in 2017 being 1) mold 2) garbage/trash houses and 3) bug infestation. Public Health often works in a "consultant" role on environmental and cleanliness issues trying to work out a satisfactory solution to the problem or making referrals to appropriate resources.

Levy Comparisons by Tax District 2018 - 2019

Jurisdiction	2018 Levy	2019 Proposed Levy	Percentage Change
County of Le Sueur	19,379,373	20,827,428	7.5
Cities			
Cleveland City	294,389	309,245	5.1
Elysian City	561,002	656,920	17.1
Heidelberg City	32,000	32,000	0
Kasota City	73,109	73,109	0
Kilkenny City	47,113	47,107	-.01
Le Center City	1,085,442	1,102,662	1.6
Le Sueur City	2,412,757	2,641,933	9.5
Montgomery City	1,598,474	1,632,667	2.1
Waterville City	788,241	788,241	0
Townships			
Cleveland Township	142,500	142,500	0
Cordova Township	160,000	160,000	0
Derrynane Township	106,337	101,020	-5
Elysian Township	187,000	187,000	0
Kasota Township	150,000	125,000	-16.7
Kilkenny Township	130,570	130,570	0
Lanesburgh Township	310,116	323,230	4.2
Lexington Township	140,000	145,000	3.6
Montgomery Township	208,000	208,000	0
Ottawa Township	0	0	0
Sharon Township	175,000	175,000	0
Tyrone Township	148,086	138,086	-6.8
Washington Township	130,000	130,000	0
Waterville Township	194,768	194,768	0
Cleveland #391	427,735	1,770,507	313.9
Le Sueur/Henderson #2397	1,980,634	1,972,758	-.4
Waterville/Elysian/Morristown #2143	565,111	529,378	-6.3
Tri City United #2905 Was SD #392 & 394	4,454,579	5,493,209	23.3
Referendum Market Value			
Cleveland #391	795,287	828,755	4.2
Le Sueur/Henderson #2397	875,431	743,087	-15.1
Waterville/Elysian/Morristown #2143	1,446,540	1,581,409	9.3
Tri City United #2905 Was SD #392 & 394	1,031,797	1,056,243	2.4

Note: School District Levies do not reflect any referendum issue passed at the 11-6-2018 election.



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 12

6:15 p.m. Approve 2019 Levy

Staff Contact:

2019 FINAL LEVY

<u>FUND</u>	<u>TAXES</u>	<u>PROGRAM AID</u>	<u>TOTAL</u>
Revenue	10,362,736	571,455	9,791,281
Road & Bridge	3,189,350	571,455	2,617,895
SS & PA	2,482,629		2,482,629
PA & GA	1,091,800		1,091,800
Fair	35,000		35,000
Building	210,000		210,000
Extension Services	213,824		213,824
Park	249,634		249,634
Bonded Indebtedness	3,676,339		3,676,339
Victim Witness	23,619		23,619
Env Services – P & Z	239,142		239,142
Env Services – Water Plan	19,760		19,760
Env Services – ISTS	65,627		65,627
TOTAL	21,859,460	1,142,910	20,716,550

2019 FINAL LEVY \$ 20,716,550

2018 FINAL LEVY \$ 19,379,373

INCREASE IN LEVY \$ 1,337,177

INCREASE OF 6.9%



Le Sueur County, MN

Tuesday, December 18, 2018

Board Meeting

Item 13

6:20 p.m. Approve 2019 Budget

Staff Contact:

**FINAL 2019
RECAP OF EXPENDITURES
LE SUEUR COUNTY**

			USE OF	
FUND	TAXES	OTHER REVENUES	FUND BALANCE	TOTAL
REVENUE	10,362,736	4,721,596	891,500	15,975,832
ROAD & BRIDGE	3,189,350	25,449,055		28,638,405
SS & PA	2,482,629	2,630,519		5,113,148
PA & GA	1,091,800	1,612,250		2,704,050
FAIR (600)	35,000	0		35,000
BUILDING (111)	210,000	0		210,000
EXT SERVICES (601)	213,824	3,560		217,384
PARK (525)	249,634	62,763		312,397
BONDED INDEBT	3,676,339	44,000	-739,077	2,981,262
VICTIM WITNESS	23,619	80,200		103,819
ENVIRONMENTAL SERVICES	324,529	5,649,247	429,547	6,403,323
DRUG TASK FORCE	0	43,000	-20,238	22,762
CAP IMPROVEMENT	0	10,000,000	833,430	10,833,430
TOTAL	21,859,460	50,296,190	1,395,162	73,550,812