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# Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

## Item 11

**11:15 a.m. Darrell Pettis, Administrator/Engineer**

*RE: Applicant's Resolution*

*RE: Retriever Grader Attachment*

*RE: Kilkenny Fire Department ATV Trail Ride*

*RE: Sheriff Vouchers*

*RE: Joint Powers Agreement, eCharging Adapter-BCA*

*RE: German Jefferson Sewer District Public Hearing*

Staff Contact:

**ITEM 13 - APPLICANT'S RESOLUTION**

BE IT RESOLVED that **Le Sueur County** act as legal sponsor for the project contained in the Park Legacy application to be submitted on **31<sup>th</sup> / March / 2015** and that **Le Sueur County's Park Director** is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of **Le Sueur County**.

BE IT FURTHER RESOLVED that **Le Sueur County** has the legal authority to apply for financial assistance, and financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that **Le Sueur County** has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that **Le Sueur County** has or will acquire fee title or permanent easement over the land within the park boundary described in the site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, **Le Sueur County** may enter into an agreement with the State of Minnesota for the above-referenced project, and that **Le Sueur County** certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that **LE SUEUR COUNTY'S, PARK DIRECTOR** is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the < City Council, **County Board**, etc> of Commissioners on **17<sup>th</sup>/March, 2015**.

SIGNED:

WITNESSED:

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

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

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

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

Rev. July 2014



**Le Sueur County Hwy Dept**

**Ziegler Inc. outlines the following 'Retriever' motor grader attachment pricing to Le Sueur County Hwy Dept.**

**Attachment Proposed:**

**LyCox Enterprises, Inc., 'Retriever' Motor Grader Attachment**

**'Retriever' Front Mount System**

- Connects with a Balderson style front MG hitch**
- Includes hoses and couplers to front auxiliary hydraulics**

**Ziegler Sell Price.....\$17,879.41**

**NOTE: Estimated Lead Time 3-4 Weeks**





# THE RETRIEVER

... An Investment that actually Saves you Time and Money

- Retrieve lost gravel back to road surface
- Fill pavement edge ruts and recycle support material
- Mulch roadside berm for lump-free spreading
- Reduces mowing - mulches growth below the surface
- Increase road safety - maintain a safe driving surface on shoulder
- Extend road life - removes berm to allow water run off
- Operates at 5 - 10 MPH
- Operator remains safely on road surface

Whether the road shoulder is 1 ft. or 12 ft. wide, "The Retriever" is the answer to road shoulder maintenance.

You have tons of gravel that you paid for, and was on your gravel roads, at one time, and now it's, in your ditches. With gravel and trucking costs skyrocketing, it's time to **RECYCLE!**

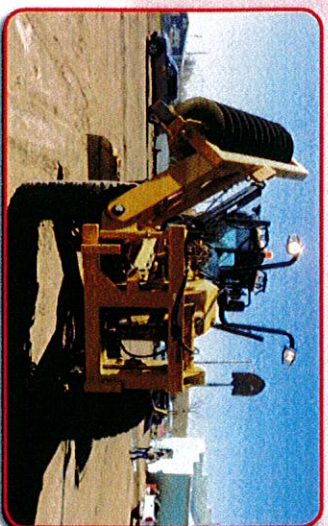
Compare your costs with the chart and see how much money you can save for every mile you recycle:

Cost per YD	Yds per mile	Miles	\$ Saved
\$6.00	50	1	\$300.00
\$6.00	75	1	\$450.00
\$6.00	100	1	\$600.00
\$7.00	50	1	\$350.00
\$7.00	75	1	\$525.00
\$7.00	100	1	\$700.00
\$8.00	50	1	\$400.00
\$8.00	75	1	\$600.00
\$8.00	100	1	\$800.00
\$9.00	50	1	\$450.00
\$9.00	75	1	\$675.00
\$9.00	100	1	\$900.00
\$10.00	50	1	\$500.00
\$10.00	75	1	\$750.00
\$10.00	100	1	\$1,000.00

**For more information  
visit our website**

[www.walknrollpackers.com](http://www.walknrollpackers.com)

**Or call LyCox Enterprises  
Toll Free 866-865-1936**



## Front-Mount System

- Connects with a quick hitch to an existing front lift group
- Operator is working in driving direction
- Depth control

## Wing-Mount Retriever

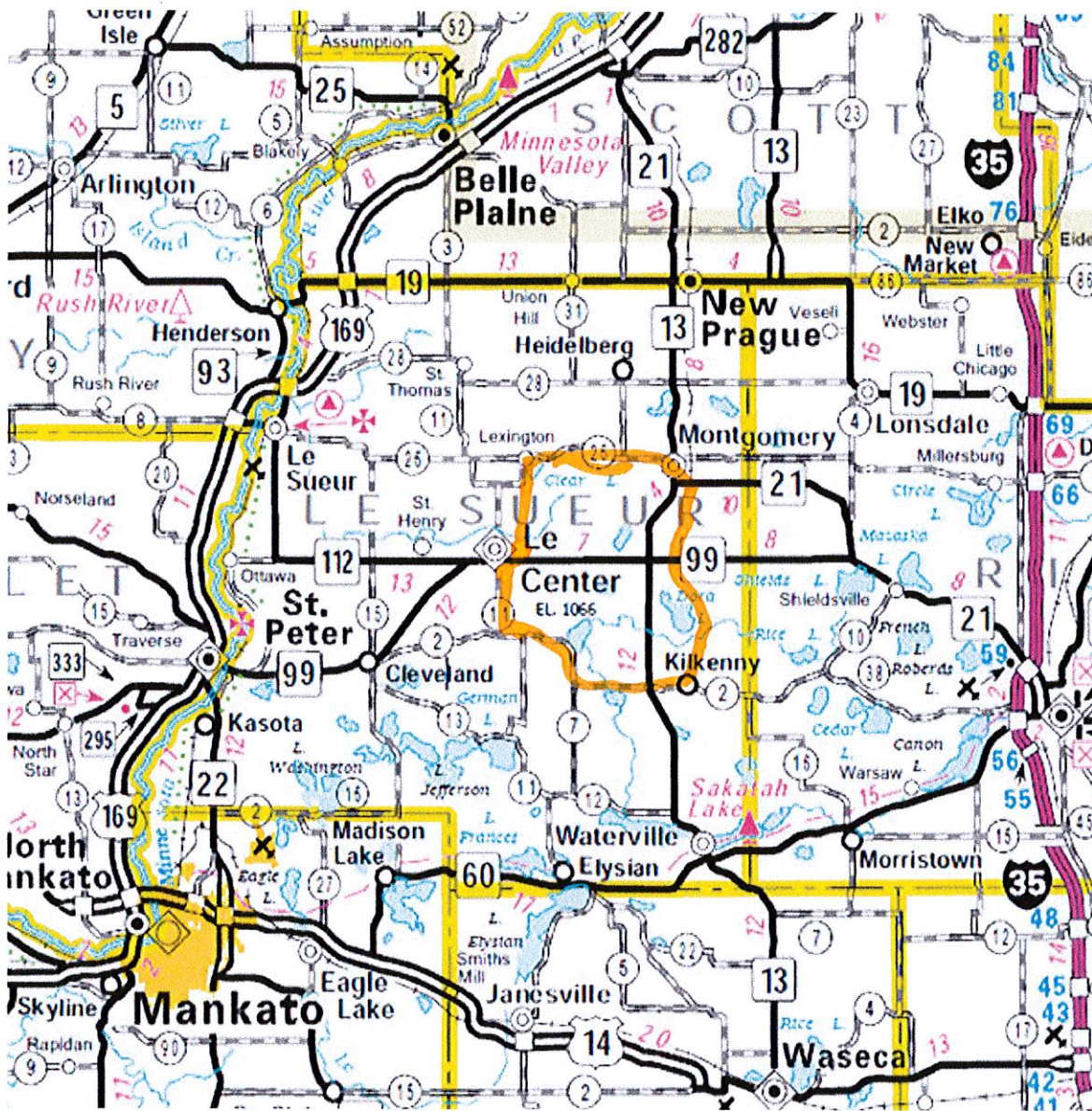
- Mounts to existing side Grader snow wing
- Greater stability on Grader & reaches further out
- Depth control

## Tractor-Mount Retriever

- Mounts to any 3pt hitch (lower 2 arms only)
- Rear wheel an carrying frame, no stress on 3pt
- Depth control on carrying frame
- Gang floats independent of tractor, which enables gang to follow contour of surface







Trail marked in orange

Kilkenny Firemans 4 wheeler Run  
 Schedule for Aug 15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> House of Insurance Agency Inc 22 S Lexington Ave PO Box 205 LeCenter MN 56057	<b>CONTACT NAME:</b> Randolph Hunt <b>PHONE (A/C, No, Ext):</b> (507) 357-2221 <b>FAX (A/C, No):</b> (507) 357-4940														
	<b>EMAIL ADDRESS:</b> <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: League Of Minnesota</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: League Of Minnesota		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															

**COVERAGES**                      **CERTIFICATE NUMBER:** CL153300529                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CMC37625	2/15/2015	2/15/2016	EACH OCCURRENCE \$ 1,500,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 ATV Ride

<b>CERTIFICATE HOLDER</b>  County of LeSueur County of LeSueur 88 S Park Ave LeCenter, MN 56057	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  DIANE HRUBY/DHI <i>Diane Hruby</i>

ACORD 25 (2010/05)  
 INS025 (2010/05) 01

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# Joint Powers Agreement

**State of Minnesota**  
SWIFT Contract No.: 89783

## eCharging Adapter – Bureau of Criminal Apprehension

This agreement is between the State of Minnesota, acting through its Commissioner of the Office of MN.IT Services ("State" and/or "MN.IT") and the Le Sueur County, Sheriff's Office, 88 South Park Avenue, Le Center, MN 56057 ("Governmental Unit").

### Recitals

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1. Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary.
2. Under Minn. Stat. § 299C.65, the Commissioner of the Office of MN.IT Services, together with the Criminal Justice Policy Group (MNJIS' governing body) is responsible for the successful completion of statewide criminal justice information system integration Network(CriMNet).
3. While various other Criminal Justice agencies at state and local government levels are working to prepare their individual information systems for the integration process, it is the MNJIS Office that is building the infrastructure required to integrate those systems.
4. The State is in need of the installation and configuration of software to enable data workflow between the Government Unit and the state courts from the Government Unit's document management system using the BCA's eCharging application. This installation will enable the eCharging Incident/eReferral and eCitation components by configuring and activating the code within the eCharging eComplaints currently implemented on the Government Unit's records management server. The installation and configuration by the Governmental Unit's RMS vendor, Law Enforcement Technology Group, LLC (LETG) will include installation, activation, and configuration of the software on one records management server (RMS host) and at each agency enrolled on the records management server.

### Agreement

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#### 1 Term of Agreement

- 1.1 **Effective date:** April 1, 2015, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** September 30, 2015 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

For this project, the Governmental Unit will work with their Record Management System (RMS) vendor to install their eCharging adapter that will provide eCharging submission capability from the Government Unit's RMS to the eCharging system at the BCA. The effort involved includes installation and testing of the adapter to successful citation submissions from the Governmental Unit's RMS are received and are able to be processed by the eCharging system. The Governmental Unit will be paid a fixed cost for the installation of the adapter at their location as well as at any other agencies/locations served by their RMS.

The installation and configuration will include the following functionality:

- a) Modifications to Le Sueur County Sheriff's Office LETG software necessary for it to use LETG's eCharging adapter.
- b) The successful submission of citations from the Le Sueur County agencies LETG installation, using the above components, to eCharging's production environment.

c) Project management necessary to complete the above work

This agreement does not include the costs associated with annual maintenance charged to the Government Units by the vendor for support for the records management system. Annual support for the additional functionality is the responsibility of the Government Unit.

All tasks, services and deliverables for this effort must be provided by the Governmental Unit's vendor(s) in accordance with the State of Minnesota Enterprise Technical Architecture and State of Minnesota's Non-Visual Access Standards available on the website: <http://mn.gov/oet/governance/for-agencies/>; and in accordance with the Department of Public Safety's Security Architecture (Exhibit A) which is attached and incorporated into this agreement.

2.1 For this effort, as specified above, the Governmental Unit will contract with their RMS vendor to:

A. Implement by September 30, 2015, an adapter to MN BCA eCharging specifications to facilitate the submission of citations between the Governmental Unit's RMS utilized at the following location(s):

- Le Sueur County Sheriff's Office (Server)
- Le Sueur County Sheriff's Officer (Agency)
- Le Sueur County Attorney's Office
- Montgomery Police Department
- Le Center Police Department
- Waterville Police Department
- Cleveland Police Department

B. Test and verify by September 30, 2015, the adapter accommodates successful submissions of citations from the Governmental Unit's RMS to the eCharging system.

C. Implement and support the adapter during the initial deployment of the eCharging system at the Governmental Unit's location.

2.2 The State will NOT provide:

A. Resources to test RMS or Case Management System (CMS) applications. The Governmental Units' vendor is responsible for these testing activities.

B. Training on the RMS or CMS user adaptor or modifications – the Governmental Units' vendor is responsible for these training activities.

### 3 Payment

The State will pay for all services performed by the Governmental Unit under this agreement as follows:

The State agrees to reimburse the Government Unit as follows:

\$4,000.00 for RMS Server and installation at the Le Sueur County Sheriff's Office.

The total obligation of the State under this agreement will not exceed \$4,000.00 {Four Thousand Dollars}.



**4 Authorized Representatives**

The State's Authorized Representative is Diane Bartell, Assistant Director, 1430 Maryland Avenue East, St Paul, MN 55106, 651-793-2590, or his/her successor.

The Governmental Unit's Authorized Representative is Melanie Nelson, Le Sueur County Sheriff's Office, 88 South Park Avenue, Le Center, MN 56057, 507-357-8159, [mnelson@co.le-sueur.mn.us](mailto:mnelson@co.le-sueur.mn.us).

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

5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

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

**6 Indemnification**

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

**7 State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

**8 Government Data Practices**

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

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

**9 Venue**

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

**10 Termination**

**10.1 Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**10.2 Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**1. STATE ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT PO ID# 3-8283

**2. GOVERNMENTAL UNIT**

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

Distribution:

Agency

Governmental Unit

State's Authorized Representative

**3. STATE AGENCY**

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

Title: \_\_\_\_\_

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

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: Not Applicable

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

## Exhibit A

### Department of Public Safety's Security Architecture

Minnesota Department of Public Safety divisions and their vendors should be aware of the department's security architecture when designing and/or implementing applications or installing network devices on departmental resources.

#### Web Based Applications and/or Servers

Web Based Applications should be based upon Microsoft Internet Information Server unless there is compelling business needs to use some other Web Server environment.

Web Servers will be installed on a separate and isolated Ethernet network segment behind a departmental firewall.

Web Servers must not host Applications. Applications must reside on a separate Application Server on a separate and isolated Ethernet network segment behind a departmental firewall.

The departmental network is TCP/IP based.

As the default profile of the firewall is to deny all incoming and outgoing traffic, DPS divisions and/or their vendors must provide all source and destination addresses, port numbers, and protocols required for network communications. In addition, they must provide a written business need for the network communications.

#### Database Applications and/or Servers

Database Applications should be based upon Microsoft SQL Server unless there are business needs to use some other Database Server environment.

Database Servers will be installed on a separate and isolated Ethernet network segment behind a departmental firewall.

The departmental network is TCP/IP based.

As the default profile of the firewall is to deny all incoming and outgoing traffic, DPS divisions and/or their vendors must provide all source and destination addresses, port numbers, and protocols required for network communications. In addition, they must provide a written business need for the network communications.

#### Email Based Applications and/or Servers

DPS divisions and/or their vendors are encouraged to use the department's email system where appropriate.

Email Based Applications should be based upon Microsoft Exchange Server unless there is compelling business needs to use some other Web Server environment.

Email Servers will be installed on a separate and isolated Ethernet network segment behind a departmental firewall.

The departmental network is TCP/IP based.

As the default profile of the firewall is to deny all incoming and outgoing traffic, DPS divisions and/or their vendors must provide all source and destination addresses, port numbers, and protocols required for



network communications. In addition, they must provide a written business need for the network communications.

#### Applications and/or Application Servers

DPS divisions and/or their vendors will need to discuss with the departmental Security Manager as to the appropriate placement of applications and application servers.

#### Data Privacy

Since some departmental data is classified as "Not Public" data, this type of data must be protected during transport across public networks and possibly in storage.

The department has implemented Virtual Private Network (VPN) technology to aid in the transport of private data.

Contact the departmental Security Manager for discussions on the use of this technology.

#### Vendor Remote Access

Remote vendor access for technical support will occur when there is a valid business need, through a secured and monitored VPN. If persistent access is required, the VPN will use two-factor authentication. If one time access is required, VPN access may be granted using a strong password. This remote VPN access shall be limited by the firewall and/or VPN server to the specific protocols, ports, and servers needed.

Vendor staff may be required to undergo a background criminal history check in accordance with DPS Policy #5100 Information Resources Security and Acceptable Use.

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