

**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
COMMISSION CHAMBER
March 17, 2015**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: March 3, 2015 Minutes and Summary Minutes

2. **9:05 a.m. Claims (10 min)**

3. **9:15 a.m. Human Services**

4. **10:15 a.m. Aaron Wills (15 min)**
RE: German-Jefferson Neighborhood Meetings

5. **10:30 a.m. Beth Meyer - German Jefferson Sewer District (10 min)**

6. **10:40 a.m. Melissa Schaefer - German Jefferson Sewer District (5 min)**

7. **10:45 a.m. Human Resources (10 min.)**

8. **10:55 a.m. Dave Tietz and Kathy Brockway (5 min)**
RE: Aquatic Invasive Species Funding
RE: German Jefferson Sewer District Waiver

9. **11:00 a.m. Ann Traxler (10 min)**
RE: Joint Powers Agreement
RE: Grant Expenditures
RE: Radio Estimate

10. **11:10 a.m. Justin Lutterman, GIS (5 min)**
RE: AeroLogix Agreement

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

12. **Future Meetings**

Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: March 3, 2015 Minutes and Summary Minutes

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting March 3, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, March 3, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlffing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present was Darrell Pettis. Brent Christian was excused.

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

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

- Approved the February 24, 2015 County Board Minutes and Summary Minutes

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

Soc Serv:	\$35,306.27
Financial:	\$27,052.23

Kari Sowieja, Human Services came before the Board with one item for approval.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the use of AMHI Funding to purchase a 2005 Chrysler SV Town & Country for \$6,000.00.

Bob Goede, Risk Management Consultant with MCIT came before the Board with the MCIT Report.

Cindy Shaughnessy, Public Health appeared before the Board with several items for consideration and approval.

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved and authorized the Chair and Cindy Shaughnessy, Public Health to sign the Healthy Smiles Service of Purchases Agreement.

Cindy Westerhouse, Human Resources appeared before the Board with two items for consideration.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved the recommendation to approve the retirement request of Judy Ykema, full time Eligibility Worker in Human Services, effective May 29, 2015.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to post and request the merit list for a full time Eligibility Worker as a Grade 6, Step 1 at \$16.74 per hour.

Scott Gerr, MIS appeared before the Board with one item for consideration.

On motion by Gliszinski, seconded by Rohlfling and unanimously approved, the Board approved the Veeam License addition in the amount of \$1366.30.

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

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the transfer of \$7,500 from the Agency Fund into the General Revenue Fund for the closure of the Le Sueur Waseca Group home.

On motion by Rohlfling, seconded by King and unanimously approved, the Board approved the following State Aid Road Bonding Resolution:

**RESOLUTION
COUNTY OF LE SUEUR**

WHEREAS, the County of Le Sueur has issued and sold bonds, dated February 19, 2015, in the amount of \$4,908,750.00 exclusively for the purpose of establishing, locating, relocating, constructing, reconstructing or improving its State-Aid Highways or Streets in accordance with Law.

WHEREAS, said County of Le Sueur has irrevocably pledged to the sinking funds from which said obligations are payable, that amount of their future State-Aid allotments as is permissible by Law and needed to pay the principal and interest thereon; which principal payments shall be made from the Regular Construction Account of such State-Aid Fund and the interest payments made from their Regular State-Aid Maintenance Account, all as detailed herein:

<u>YEAR</u>	<u>S.A. Regular Construction DATE</u>	<u>PRINCIPAL</u>	<u>S.A. Regular Maintenance INTEREST</u>	<u>TOTAL DUE</u>
2015	12/1/2015		\$93,266.25	\$93,266.25
2016	8/1/2016		\$49,087.50	\$49,087.50
	12/1/2016	\$448,800.00	\$49,087.50	\$497,887.50
2017	8/1/2017		\$44,599.50	\$44,599.50
	12/1/2017	\$459,000.00	\$44,599.50	\$503,599.50
2018	8/1/2018		\$40,009.50	\$40,009.50
	12/1/2018	\$466,650.00	\$40,009.50	\$506,659.50
2019	8/1/2019		\$35,343.00	\$35,343.00
	12/1/2019	\$474,300.00	\$35,343.00	\$509,643.00
2020	8/1/2020		\$30,600.00	\$30,600.00
	12/1/2020	\$484,500.00	\$30,600.00	\$515,100.00
2021	8/1/2021		\$25,755.00	\$25,755.00
	12/1/2021	\$494,700.00	\$25,755.00	\$520,455.00
2022	8/1/2022		\$20,808.00	\$20,808.00
	12/1/2022	\$504,900.00	\$20,808.00	\$525,708.00
2023	8/1/2023		\$15,759.00	\$15,759.00
	12/1/2023	\$515,100.00	\$15,759.00	\$530,859.00
2024	8/1/2024		\$10,608.00	\$10,608.00
	12/1/2024	\$525,300.00	\$10,608.00	\$535,908.00
2025	8/1/2025		\$5,355.00	\$5,355.00
	12/1/2025	<u>\$535,500.00</u>	<u>\$5,355.00</u>	<u>\$540,855.00</u>
		\$4,908,750.00	\$649,115.25	\$5,557,865.25

NOW, THEREFORE, BE IT RESOLVED: That the Commissioner of Transportation be and is hereby requested to keep a bond record in his office for the County of Le Sueur.

BE IT FURTHER RESOLVED: That the Commissioner of Transportation be and is hereby requested upon receipt of this resolution to annually certify to the Commissioner of Finance the sum of money required for the principal and interest on said bonds.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the following State Aid Municipal Payback Resolution:

RESOLUTION

WHEREAS, the County of Le Sueur has obtained the Commissioners approval of the plans for the following County State-Aid Highway Project(s) within municipalities of less than 5,000 population:

Project # <u>SAP 40-603-025</u>	Bid Amount	\$2,873,346.50
	Estimated Engineering	<u>\$437,832.90</u>
	Project Total	\$3,311,179.40

AND, WHEREAS said county is now proceeding with the construction of these municipal projects through the use of State-Aid bond funds, and

WHEREAS, the amounts necessary to pay principal amounts due on the bond obligation are to be paid from the Regular County State Aid Highway construction account, and interest amounts due on the bond obligations are to be paid from the Regular County State Aid Highway maintenance account, and

WHEREAS, repayment of the Regular County State-Aid funds so advanced to the Municipal Account is desired in accordance with the provisions of Minnesota Statutes 162.08, Subd.5.

NOW THEREFORE, BE IT RESOLVED: That the Commissioner of Transportation be and is hereby requested to approve this basis for financing said construction projects and to authorize transfers from the subsequent accruals to the Municipal Account of the County State-Aid Highway funds for said county, within the limitations provided by law and at the times and in the amounts as herein indicated; (not to exceed the amortization schedule for bond principal).

X Repayment from future year allocations in amounts listed below until fully repaid

\$ 0.00 from 2015 Construction Allotment

\$ 296,208.00 from 2016 Construction Allotment

\$ 302,940.00 from 2017 Construction Allotment

\$ 307,898.00 from 2018 Construction Allotment

\$ 313,038.00 from 2019 Construction Allotment

\$ 319,770.00 from 2020 Construction Allotment

\$ 326,502.00 from 2021 Construction Allotment

\$ 333,234.00 from 2022 Construction Allotment

\$ 339,966.00 from 2023 Construction Allotment

\$ 346,698.00 from 2024 Construction Allotment

\$ 353,430.00 from 2025 Construction Allotment

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved the final payment for SAP 40-623-012 (CSAH 23) in the amount of \$155,536.33 with the following resolution:

WHEREAS; Contract No. 20123 has in all things been completed, and the County Board being fully advised in the premises,

NOW THEN BE IT RESOLVED; that we do hereby accept said completed project for and in behalf of the County of Le Sueur and authorize final payment as specified herein.

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

Warrant #	Vendor Name	Amount
35126	John Berg Jr. MD	\$ 2,534.88
35128	Bolton & Menk Inc.	\$ 16,577.50
35133	Champ Software Inc.	\$ 11,961.00
35153	I & S Group Inc.	\$ 3,596.00
35162	Little Falls Machine Inc.	\$ 2,152.22
35182	Reedsburg Hardware Co.	\$ 4,120.20
35185	Robinson Appraisal & Assoc. Inc.	\$ 9,750.00
35191	S.E.H. Inc.	\$ 22,877.05
35192	SHI International Corp.	\$ 5,838.26
35194	Smith Schafer & Assoc. LTD.	\$ 3,150.00
35198	Technical Solutions of Madison Lake Inc.	\$ 2,280.62
35199	Thomson Reuters	\$ 2,021.45
	Claims paid less than \$2,000.00:	\$ 24,339.98
	Claims paid more than \$2,000.00:	\$ 86,859.18
	Total all claims paid:	\$111,199.16

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday March 17, 2015 at 9:00 a.m.

ATTEST:

Le Sueur County Administrator

Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, March 3, 2015

● 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.

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● The Board approved the agenda for the business of the day. (Connolly-Rohlfsing)

● The Board approved the consent agenda: (Gliszinski-King)

● Approved the February 24, 2015 County Board Minutes and Summary Minutes

● The following cases and claims were approved: Soc Serv: \$35,306.27 and Financial: \$27,052.23 (Rohlfsing-Gliszinski)

● The Board approved the use of AMHI Funding to purchase a 2005 Chrysler SV Town & Country for \$6,000.00. (Gliszinski-King)

● Bob Goede, Risk Management Consultant with MCIT came before the Board with the MCIT Report.

● The Board approved and authorized the Chair and Cindy Shaughnessy, Public Health to sign the Healthy Smiles Service of Purchases Agreement. (Rohlfsing-King)

● The Board approved the recommendation to approve the retirement request of Judy Ykema, full time Eligibility Worker in Human Services, effective May 29, 2015. (Rohlfsing-Connolly)

● The Board approved the recommendation to post and request the merit list for a full time Eligibility Worker as a Grade 6, Step 1 at \$16.74 per hour. (King-Gliszinski)

● The Board approved the Veeam License addition in the amount of \$1366.30. (Gliszinski-Rohlfsing)

● The Board approved the transfer of \$7,500 from the Agency Fund into the General Revenue Fund for the closure of the Le Sueur Waseca Group home. (Connolly-Gliszinski)

● The Board approved the following State Aid Road Bonding Resolution: (Rohlfsing-King)

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Total all claims paid:		\$111,199.16

●The Board adjourned until Tuesday March 17, 2015 at 9:00 a.m. (Connolly-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

Item 2

9:05 a.m. Claims (10 min)

Staff Contact:

Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

Item 3

9:15 a.m. Human Services

Staff Contact:



Department of Human Services

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057-1646
507-357-2251 • FAX 507-357-6122

Human Services Board Agenda March 17th 2015 @ 9:15 a.m.

100- PRESENTATIONS/INFORMATION:

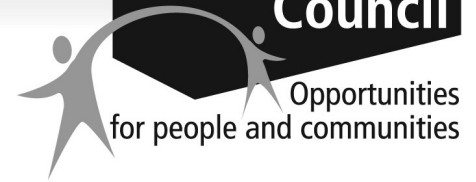
- 110: Legislative Updates
- 120: Child and Family Service State Review Update (3/9-3/13)
- 130: Civil Rights Training April 21st
- 140: March is Social Work Appreciation Month

200- CASELOAD DATA/REPORTS:

- 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
 - 233.1 - On Call Report

300- BOARD APPROVAL ITEMS:

- 310 - Resolution Authorizing Application for Minnesota Housing
And Finance Agency Family Homelessness Prevention &
Assistance Program (MVAC)
- 320 - CY 2015 Adult Mental Health CSP Grant Agreement
- 330 - Commissioner's Warrants



Memo

To: Human Service Directors in Region 9
From: Kate Hengy-Gretz, LSW
Date: March 11, 2015
Re: Family Homelessness Prevention & Assistance Program

Thank you for giving Minnesota Valley Action Council the opportunity to deliver Family Homelessness Prevention & Assistance Program services in our area for the past 8 years. Each year this flexible program has allowed us to help over 1500 households with resource information / problem solving and provided funds to stabilize housing for approximately 240 households!

We are in the process of writing the proposal for the 2015-2017 biennium. We need a continuing resolution from your Board of Directors. A sample letter is attached.

Please return the completed resolution by 3/20/15 to:

Kate Hengy-Gretz
Supportive Services Coordinator
Minnesota Valley Action Council
706 N. Victory Dr.
Mankato, MN 56002-6803
or khengy@mnhvac.org

Thank you for your continued support!

MVAC: 706 N. Victory Dr., Mankato, MN 56002-6803
Phone: 507-345-2406 **Fax:** 507-345-2414
Website: www.mnhvac.org MVAC is an EEO/AA Compliant Employer

**Resolution Authorizing Application for
Minnesota Housing and Finance Agency
Family Homelessness Prevention & Assistance Program**

WHEREAS, the Minnesota Housing Finance Agency, State of Minnesota, has been authorized to undertake a program to provide funds for Family Homelessness Prevention & Assistance Program; and,

WHEREAS, the counties in Region 9 have developed an application for the Minnesota Housing Finance Agency Family Homelessness Prevention & Assistance Program; and

WHEREAS, Minnesota Valley Action Council has demonstrated the ability to perform the required activities of the Minnesota Housing Finance Agency Family Homelessness Prevention & Assistance Program;

NOW, THEREFORE, be it resolved that Blue Earth County is hereby authorized as the grantee and that Minnesota Valley Action Council be charged with the administration of funds made available through the Minnesota Housing Finance Agency Family Homelessness Prevention & Assistance Program in the counties of Blue Earth, Brown, Faribault, Le Sueur, Martin, Nicollet, Sibley, Waseca and Watonwan, in Minnesota.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Le Sueur County Board of Commissioners at their session on the 17th day of March, 2015, and as appears on the minutes of their record of proceedings.

By _____
(authorized officer)

Its Board Chair _____
(title)


KHG.FHPAP.App 2015-2017.County Board Approval 2-9-15



Minnesota Department of **Human Services**

Date: February 6, 2015

To: The County Board Chair of Le Sueur County
c/o LeSueur County Department of Human Services

From: Jennifer DeCubellis, Assistant Commissioner 
Community Supports Administration

Re: **CY 2015 ADULT MENTAL HEALTH GRANTS - CSP**

This document serves inform counties that the Community Support Services Program grant plans which were submitted in the fall of 2013 will remain in effect for CY15, and is an agreement between the County (“grantee”) and the Department of Human Services (“grantor”) for the dollar amount in the attached CY15 Adult Mental Health Grants award table.

AMH Grants are inclusive of the six categories of the Adult Mental Health Initiative (AMHI), Regional Crisis, Housing with Supports, Project for Assistance in Transition from Homelessness (PATH), Community Support Services Program (CSP), and Intensive Community Rehabilitation Services (ICRS) grants. The information in this letter applies to all six grant categories.

Any funds granted pursuant to your Grant Plan are to be expended for the purposes approved by the Commissioner of Human Services and in accordance with applicable laws and rules. Documentation of compliance with all applicable laws and rules should be monitored and be made available for audit inspection. All AMH Grants are conditional and subject to the continued availability of state or federal funding. Counties or AMHIs not meeting the requirements of M.S. 245.461 to 245.486, or not using funds according to their approved AMH Grant Plan, may have all or part of their funds terminated, delayed, or returned upon 30 day notice to the county board in accordance with M.S. 245.483.

In accepting Adult Mental Health Grants, the following is understood and agreed to:

- All expenditures reported to DHS will be made after the fiscal agent’s review of the documentation supporting the expense to determine that the expense is allowable, including but not limited to both the type of expense and timing of the expense within the proper grant period.
 - All expenditures are 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 equals or exceeds \$10,000 and is 1) land, buildings (facilities), 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,

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renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance).

- Exceptions to the prohibition of capital purchases will be considered on a case-by-case basis.
- The budgets, expenditures and programs are subject to periodic review by the Commissioner.
- Expenditures shall be reported on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895). Please see the latest version of *DHS Summarizes Mental Health Grant Fiscal Reporting Requirements* bulletin and *Changes to DHS BRASS Manual for Calendar Year 2015* bulletin for instruction.
- All revenue received by an AMHI or county board, its contracted, or subcontracted providers will be managed according to M.R. chapter 9535.1740, subp.3.
- The AMHI or county governance body must have written policy and procedures governing their accounting and operational procedures.
- The AMHI or county will comply with the Minnesota Government Data Practices Act, M.S. chapter 13, Federal Lobbying Restrictions, and the Single Audit Act.
- The AMHI or county will comply with M.S. chapter 13D, the Minnesota Open Meeting Law.
- All AMHI or county contracts entered into under this agreement must be written to comply with M.S. 245.466, subd. 3, and 256.0112. The county board and contracted providers will comply with programmatic and fiscal reporting requirements of the Commissioner.
- The AMHI or county and their contracted providers will have written personnel policies that comply with Titles VI and VII of the U.S. Civil Rights Act of 1964, the Americans with Disabilities Act, and the Minnesota Human Rights Act, M.S., chapter 363A.
- The AMHI or county shall include persons with mental illness and tribal organizations of the county/region in the development, implementation, and evaluation of all AMH Grant Plans.
- AMHI projects shall be planned and administered according to M.S. 245.4661.
- Crisis services shall be planned and administered according to M.S. 256B.0624.
- CSP services shall be planned and administered according to M.S. 245.4712, subd. 1.
- The AMHI or county must ensure their contracted providers are billing eligible insurance before accessing AMH funding.
- The AMHI or county must ensure their contracted providers are completing all required data reporting.

PATH

Federal PATH, along with the State match, renewal funding is applied for through the annual Federal and State PATH application. The current PATH grantees will need to reapply for CY 2016 funding in the spring of 2015 upon release of the Federal and State PATH applications.

Housing with Supports

The Housing with Support grants will expire in December 2015. Dependent upon funding availability a competitive application for Housing with Support grants will be available in the spring of 2015.

ICRS

AMH grant funding for ICRS is currently through June 30, 2015. All expenses must be incurred by June 30, 2015.

The signature of the County Board Chair indicates agreement to the above terms and conditions and constitutes an agreement between the grantee and grantor. **Please print one (1) original, sign and mail to** Carol LaBine, Deputy Director, Adult Mental Health Division, Minnesota Department of Human Services, PO Box 64981, St. Paul, MN 55164-0981.

County Board Chair Signature

(dated)

County Board Chair Name and Address

C: DHS, Financial Management Division (via email)
The Director of Social Services of Le Sueur County (via email)
Faye Bernstein, Adult Mental Health Division Program Consultant (via email)

Enc. CY15 Adult Mental Health Grants award table

Initial CY'15 Awards

Le Sueur
CY'15 Adult Mental Health Grants

	2015 Base	Cola	Other Base Adjust	One-time Adjustments	Total CY Funding Base+COLA+Adjustments	Comments
Community Support Program						
74.ADLTMR78CSP25.STATE (Note 1)	\$61,006	\$0	\$0	\$0	\$61,006	
Total CSP						
Path (Homeless)						
74.MHHOMELESS**30.93150 (Note 1)	\$0	\$0	\$0	\$0	\$0	
AMHI						
Adult MH Initiative - General	\$0	\$0	\$0	\$0	\$0	
Crisis Services Grant	\$0	\$0	\$0	\$0	\$0	
Housing Support Grants	\$0	\$0	\$0	\$0	\$0	
ICRS	\$0	\$0	\$0	\$0	\$0	
SOAR	\$0	\$0	\$0	\$0	\$0	
Other	\$0	\$0	\$0	\$0	\$0	
Total AMHI						
Transition To Community						
74.TRNSCOMMINT32 (Note 1)	\$0	\$0	\$0	\$0	\$0	
Total of all Grants	\$61,006	\$0	\$0	\$0	\$61,006	

Changes indicated in **bold**

General Notes:

Note 1: An invoice field code has been provided for each grant category. This code will appear on payments made to your county.
Fin. Mgt. contact person: Craig Beske - 651-431-3780; Fax: 651-431-7480; e-mail: Craig.Beske@state.mn.us

Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

Item 4

10:15 a.m. Aaron Wills (15 min)

RE: German-Jefferson Neighborhood Meetings

Staff Contact:

Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

Item 5

10:30 a.m. Beth Meyer - German Jefferson Sewer District (10 min)

Staff Contact:

Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

Item 6

10:40 a.m. Melissa Schaefer - German Jefferson Sewer District (5 min)

Staff Contact:

Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

Item 7

10:45 a.m. Human Resources (10 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 March 17 2015

Recommendation to approve the retirement request of Keith Lammers, full time Highway Maintenance Worker in the Highway Department, effective May 28, 2015. Keith has been employed with Le Sueur County since May 1994.

Recommendation to post and advertise for a full time Highway Maintenance Worker as a Grade 6, Step 1 at \$17.07 per hour.

Recommendation to approve the retirement request of Mary Brockway, part time Home Health Aide in Public Health, effective March 12, 2015. Mary has been employed with Le Sueur County since June 1988.

Recommendation to advertise for a part time Home Health Aide as a Grade 2, Step 1 at \$13.26 per hour.

Recommendation to grant regular status to Justin Lutterman, full time GIS Manager in the Lands Records Department, effective March 4, 2015. Justin has completed the one-year probationary period.

Recommendation to grant regular status to Karen Kelley, full time Deputy Auditor-Treasurer I in Auditor-Treasurer's Office, effective March 8, 2015. Karen has completed the six-month probationary period.

Recommendation to hire Laura DeLoach, full time Eligibility Worker in Human Services, as a Grade 6, Step 1 at \$16.74 per hour, effective March 23, 2015.

Recommendation to hire Suzanne Milam, full time Eligibility Worker in Human Services, as a Grade 6, Step 1 at \$16.74 per hour, effective April 6, 2015.

Equal Opportunity Employer

Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

Item 8

10:55 a.m. Dave Tietz and Kathy Brockway (5 min)

RE: Aquatic Invasive Species Funding

RE: German Jefferson Sewer District Waiver

Staff Contact:



Office of
David D Tietz

Sheriff of Le Sueur County
Le Center, Minnesota 56057

CHIEF DEPUTY SHERIFF
Brett V.P. Mason

INVESTIGATOR
Bruce Collins
Bob Vollmer
Todd Waldron

PHONE 507 357-4440
Fax 507 357-4627

Le Sueur County Commissioners Meeting
March 17, 2015

RE: Aquatic Invasive Species (State of Minnesota Grant)
Proposed Funding Request

Le Sueur County will receive \$157,973.00 to help prevent the spread of invasive species in our local lakes. This grant money will not be received until June/July of 2015, in order to get the below purchases completed I would need to use County Fund's until the Grant money would arrive for reimbursement.

The grant money will be tentatively spent as follows:

2015 Ford F150

Police Equipment, Decals, Installation, Etc. Estimated Cost: \$45,000

Fuel Cost

84 days of driving at 200 miles per day. Estimated Cost: \$6,000

Employee Hours

Approximately 84 days of AIS Enforcement from May 9th through September 30th at 10 hours per a day, totaling 840 Hours. Estimated Cost: \$30,000

Misc Equipment/Handouts etc.

Estimated Cost: \$3,000

Total Estimated Cost: \$84,000

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "David D. Tietz".

David D. Tietz
Le Sueur County Sheriff

MINNESOTA • REVENUE

2015 Aquatic Invasive Species Prevention Aid

County Name	Watercraft Trailer Launches	x \$2,308 per Launch	Watercraft Trailer Parking Spaces	x \$254 per Space	=	Total Aid
Aitkin	65	\$150,046	504	\$127,867		\$277,913
Anoka	21	\$48,476	310	\$78,648		\$127,125
Becker	80	\$184,672	530	\$134,463		\$319,135
Beltrami	42	\$96,953	367	\$93,109		\$190,062
Benton	6	\$13,850	92	\$23,341		\$37,191
Big Stone	15	\$34,626	194	\$49,219		\$83,845
Blue Earth	23	\$53,093	288	\$73,067		\$126,160
Brown	9	\$20,776	135	\$34,250		\$55,026
Carlton	18	\$41,551	129	\$32,728		\$74,279
Carver	27	\$62,327	277	\$70,276		\$132,603
Cass	115	\$265,466	932	\$236,452		\$501,918
Chippewa	7	\$16,159	79	\$20,043		\$36,201
Chisago	21	\$48,476	360	\$91,333		\$139,810
Clay	4	\$9,234	35	\$8,880		\$18,113
Clearwater	26	\$60,018	158	\$40,085		\$100,104
Cook	46	\$106,187	292	\$74,082		\$180,268
Cottonwood	14	\$32,318	110	\$27,907		\$60,225
Crow Wing	97	\$223,915	893	\$226,558		\$450,473
Dakota	15	\$34,626	372	\$94,378		\$129,004
Dodge	0	\$0	0	\$0		\$0
Douglas	59	\$136,196	520	\$131,926		\$268,122
Faribault	8	\$18,467	66	\$16,744		\$35,212
Fillmore	0	\$0	0	\$0		\$0
Freeborn	11	\$25,392	122	\$30,952		\$56,344
Goodhue	8	\$18,467	197	\$49,980		\$68,447
Grant	13	\$30,009	103	\$26,132		\$56,141
Hennepin	49	\$113,112	836	\$212,097		\$325,208
Houston	6	\$13,850	56	\$14,207		\$28,058
Hubbard	65	\$150,046	391	\$99,198		\$249,244
Isanti	18	\$41,551	133	\$33,743		\$75,294
Itasca	185	\$427,054	562	\$142,582		\$569,636
Jackson	20	\$46,168	156	\$39,578		\$85,746
Kanabec	11	\$25,392	98	\$24,863		\$50,255
Kandiyohi	48	\$110,803	576	\$146,134		\$256,937
Kittson	5	\$11,542	32	\$8,119		\$19,661
Koochiching	29	\$66,944	165	\$41,861		\$108,805
Lac Qui Parle	9	\$20,776	92	\$23,341		\$44,116
Lake	35	\$80,794	331	\$83,976		\$164,770
Lake of the Woods	6	\$13,850	104	\$26,385		\$40,236
Le Sueur	27	\$62,327	377	\$95,646		\$157,973
Lincoln	13	\$30,009	151	\$38,309		\$68,319
Lyon	12	\$27,701	121	\$30,698		\$58,399
Mahnomen	7	\$16,159	46	\$11,670		\$27,829
Marshall	4	\$9,234	24	\$6,089		\$15,323
Martin	20	\$46,168	213	\$54,039		\$100,207
McLeod	14	\$32,318	171	\$43,383		\$75,701
Meeker	41	\$94,645	604	\$153,237		\$247,882
Mille Lacs	12	\$27,701	293	\$74,335		\$102,036

Certified 7/30/2014

MINNESOTA • REVENUE

2015 Aquatic Invasive Species Prevention Aid

County Name	Watercraft Trailer Launches	x \$2,308 per Launch	Watercraft Trailer Parking Spaces	x \$254 per Space	=	Total Aid
Morrison	28	\$64,635	265	\$67,232		\$131,867
Mower	3	\$6,925	10	\$2,537		\$9,462
Murray	20	\$46,168	189	\$47,950		\$94,118
Nicollet	13	\$30,009	176	\$44,652		\$74,661
Nobles	12	\$27,701	105	\$26,639		\$54,340
Norman	2	\$4,617	16	\$4,059		\$8,676
Olmsted	1	\$2,308	0	\$0		\$2,308
Otter Tail	113	\$260,849	899	\$228,080		\$488,929
Pennington	6	\$13,850	31	\$7,865		\$21,715
Pine	30	\$69,252	244	\$61,904		\$131,156
Pipestone	0	\$0	0	\$0		\$0
Polk	14	\$32,318	91	\$23,087		\$55,405
Pope	19	\$43,860	178	\$45,159		\$89,019
Ramsey	17	\$39,243	255	\$64,695		\$103,937
Red Lake	2	\$4,617	10	\$2,537		\$7,154
Redwood	5	\$11,542	37	\$9,387		\$20,929
Renville	5	\$11,542	32	\$8,119		\$19,661
Rice	18	\$41,551	220	\$55,815		\$97,366
Rock	0	\$0	0	\$0		\$0
Roseau	7	\$16,159	90	\$22,833		\$38,992
Scott	12	\$27,701	186	\$47,189		\$74,890
Sherburne	16	\$36,934	142	\$36,026		\$72,960
Sibley	11	\$25,392	161	\$40,846		\$66,239
St. Louis	166	\$383,195	1173	\$297,595		\$680,790
Stearns	52	\$120,037	533	\$135,224		\$255,261
Steele	5	\$11,542	26	\$6,596		\$18,138
Stevens	4	\$9,234	26	\$6,596		\$15,830
Swift	8	\$18,467	67	\$16,998		\$35,465
Todd	38	\$87,719	294	\$74,589		\$162,308
Traverse	6	\$13,850	59	\$14,969		\$28,819
Wabasha	13	\$30,009	276	\$70,022		\$100,032
Wadena	9	\$20,776	75	\$19,028		\$39,803
Waseca	10	\$23,084	107	\$27,146		\$50,230
Washington	22	\$50,785	350	\$88,796		\$139,581
Watonwan	7	\$16,159	71	\$18,013		\$34,172
Wilkin	2	\$4,617	16	\$4,059		\$8,676
Winona	15	\$34,626	210	\$53,278		\$87,904
Wright	59	\$136,196	412	\$104,526		\$240,722
Yellow Medicine	10	\$23,084	79	\$20,043		\$43,127
		\$5,000,000		\$5,000,000		\$10,000,000

2166
Total Number of
Launches

19708
Total Number of
Trailer Spaces

Certified 7/30/2014

Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

Item 9

11:00 a.m. Ann Traxler (10 min)

RE: Joint Powers Agreement

RE: Grant Expenditures

RE: Radio Estimate

Staff Contact:

**JOINT POWERS AGREEMENT
REGION ONE – SOUTHEAST MINNESOTA
HOMELAND SECURITY EMERGENCY MANAGEMENT**

1. **Name.** The parties hereby establish the Region One - Southeast Minnesota of Homeland Security and Emergency Management Organization (SERHSEM) which shall be governed by the Joint Powers Board pursuant to Minnesota Statutes Section 12.27 and 471.59.

2. **Parties.** The parties to this agreement shall consist of as many of the following entities that approve this agreement and execute a separate signature page to become parties:

County of Blue Earth	County of Nicollet
County of Dodge	County of Olmsted
County of Faribault	County of Rice
County of Fillmore	County of Steele
County of Freeborn	County of Wabasha
County of Goodhue	County of Waseca
County of Houston	County of Winona
County of Le Sueur	Prairie Island Indian Community
County of Mower	City of Rochester

New parties may be added following the creation of this organization by following these same steps.

3. **Purpose.** The purpose of this agreement is to provide for the joint exercise of the parties' powers requiring regional coordination to plan for the needs of the SERHSEM. The joint exercise of the parties' powers pursuant to this agreement is intended to supplement and complement but not supplant the parties' joint and individual powers of planning and coordination, costs incurred for regional planning, coordination of training and the purchase of equipment. The parties desire to establish a mechanism whereby they may jointly exercise powers common to each party on issues requiring regional coordination such as: (a) engaging in planning, training and/or the purchase and use of equipment in order to better respond to emergencies and natural or other disasters within the SERHSEM Region; and (b) allocating emergency services and staff in the event of an emergency or natural or other disaster within the SERHSEM Region.

4. **Representation and Governance.** Each party to this agreement is entitled to a representative at all Board meetings. Voting on items of interest (as outlined in paragraph 3) will be held at Board meetings, as outlined in the By-laws. Board members will perform governance functions, as outlined in the By-laws.

01/13/2015

4.1. Governing Board. The governing board formed pursuant to this Joint Powers Agreement shall be known as the Board.

4.1.1. Membership and Representation. The Board shall be constituted as follows: one (1) member designated by each party. Each party shall appoint one member and one alternate. Each party shall be responsible for appointing replacements as consistent with their administrative appointment policies.

4.1.2. Documentation. Resolutions or other documentation of designation shall be filed with the individual parties as well as with the Board.

4.1.3. Members not Employees. Members of the Board shall not be deemed to be employees of the Board and will not be compensated for serving on the Board. For all purposes, including workers compensation, each member of the Board shall be considered to be an employee of the party who appointed the member.

4.1.4. Ex Officio Members. The Board may designate ex officio members to serve on the Board. Such members shall be non-voting, will not be counted for quorum purposes, will not be eligible to serve as an officer of the Board and are ineligible to attend any Board meeting closed pursuant to Minn. Stat. Ch. 13D.

4.1.5. Ad Hoc or Sub-committees. The SERHSEM may request as necessary party representatives to form ad hoc, sub-Board and/or oversight committees. The members of these ad hoc or sub-committees will be appointed by the Chair/Vice Chair of the Board to serve as a member of an ad hoc or sub-committee. Ad hoc or sub-committees will be used solely as advisory groups to the Board to determine action, votes or direction for the Board. Ad hoc or sub-committees may be asked to work with contractors in advisory roles for the Board.

4.1.6. Meetings. The Board shall comply with the requirements of Minn. Stat. Ch. 13D (Open Meeting Law). The Board shall have regular meetings at such times and places as the Board shall determine and shall give notice pursuant to Minn. Stat. section 13D.04, subd. 1. Special meetings may be held on reasonable notice by the Board pursuant to Minn. Stat. section 13D.04, subd. 2. Emergency meetings may be held and notice given pursuant to Minn. Stat. section 13D.04, subd. 3.

4.1.7. Quorum and Voting. A quorum shall consist of no less than 51% of members or alternates eligible to vote. No action may

01/13/2015

relating thereto, and in accordance with all applicable laws, rules and regulations relating to the acceptance of gifts or grants by the parties.

7.2.4. *Fiscal Agent.* The Board may contract with any of its parties, to act as fiscal agent, to provide any and all budgeting and accounting services necessary or convenient for the Board. The chief financial officer of the party so selected shall act as comptroller for the Board and shall draw warrants to pay demands against the Board when the demands have been approved by the Board pursuant to Paragraph 7.2.1 above. The fiscal agent shall not advance pass through or expense reimbursement grant funds to any parties. The parties acknowledge that if grant terms require provision of documentation by the fiscal agent for any purpose including securing reimbursement from the grantor, the receiving party must provide the documentation to the fiscal agent on the schedule established by the fiscal agent so that sufficient processing time is available to pass the information through to the grantor. The fiscal agent will make reasonable efforts to gather and pass on required documentation, but staff absences or work load may delay this process. The fiscal agent will not be responsible for any interest or fees due to delayed pass through of funds which result from receiving party's failure to provide documentation on a timely basis. The fiscal agent will be not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by a receiving party for a grant unless agreed to in writing in advance by the fiscal agent.

7.2.5. *Legal Authority.* The Board may contract with any of its parties to serve as legal authority for the Board and act as advisor for contracts and grant matters for the Board

7.2.6. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law.

8. **Budgeting and Funding.**

8.1. *Expenses, Dues, Accountability.* The parties understand and acknowledge that the activities and duties of the Board are to be funded first by grant monies from the federal government, state government or other associations and agencies. Dues may be assessed on new parties, or as outlined in the By-laws. All funds shall be accounted for according to generally accepted accounting principles. A report of all receipts and disbursements shall be forwarded to the parties monthly and on an annual basis.

8.2. *Federal and State Grant Funds Available to Parties.* The parties understand and acknowledge that federal and state grant funds have been and may continue to be made available for the purposes of improving and

01/13/2015

enhancing local government units' capabilities in responding to the occurrence of large-scale disasters or emergencies. The parties further understand and acknowledge that some such federal and state grant funds may be made available directly to county parties with the intention that the funds be expended for the benefit also of jurisdictions within the county. The Board will expend any such funds only in accordance with the terms of any applicable grant agreement, approved budget, laws and rules. This paragraph does not prohibit any party from unilaterally applying for, receiving and expending grant funds made available for the purposes identified in this paragraph.

9. Liability, Indemnification and Hold Harmless, and Insurance. This section shall survive termination of this agreement or a party's withdrawal from the agreement.

9.1. Applicability. The SERHSEM shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this agreement. The SERHSEM shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Ch. 466.

9.2. Indemnification and Hold Harmless. The SERHSEM shall fully defend, indemnify and hold harmless the parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the SERHSEM. This agreement to indemnify and hold harmless does not constitute a waiver by any party of limitations on liability provided under Minn. Stat. section 466.04.

To the full extent permitted by law, actions by the parties pursuant to this agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a single governmental unit for the purpose of liability, as set forth in Minn. Stat. section 471.59, subd. 1a(b). Pursuant to that statute, the parties to this agreement expressly decline responsibility for and are not liable for the acts or omissions of the other parties to this agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other parties, subject to the sole exception set forth below.

Any party who receives grant dollars passed through by the fiscal agent, agrees to save and hold harmless the fiscal agent's party for any determinations by any granting authority that grant dollars used by or received by the party were used **for an illegal or unauthorized purpose** and **therefore** must be repaid to the State or Federal government granting

01/13/2015

authority. In that event, the party agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If the fiscal agent, solely in its own discretion, agrees to be an intermediary in any repayments for a party in this situation, that party agrees to cooperate fully with the fiscal agent and to not delay any necessary payments. The party agrees to reimburse the fiscal agent for any reasonable costs incurred by the fiscal agent related to assisting the party or caused by complying with the requests of the granting authority related to funds received by the party.

9.3. *Insurance.* The Board shall obtain such insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this agreement, distinct from insurance which may be provided by each party, and consistent with the risk exposure of the Board under the state tort liability limits found in Minn. Stat. Ch. 466.

9.4. *Property Insurance.* The Board must obtain insurance covering any property acquired by the Board which is not subsequently passed through to the parties.

10. **Term.** The Board shall be constituted and the term of this agreement shall commence upon approval and signature of a majority of the entities listed in Paragraph 2. The agreement shall be in effect only with respect to the parties who have approved and signed it.

11. **Withdrawal and Termination.**

11.1. *Withdrawal.* Any party may withdraw from this agreement upon ninety (90) days written notice to the other parties. Withdrawal by any party shall not terminate this agreement with respect to any parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any party prior to withdrawal. Such liability shall continue until discharged by law or agreement.

11.2. *Termination.* This agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of parties agree to terminate the agreement upon a date certain.

11.3. *Effect of Termination.* Termination shall not discharge any liability incurred by the Board or by the parties during the term of this agreement. Upon termination, property or surplus money held by the Board shall then be distributed to the parties in proportion to contributions of the parties.

01/13/2015

12. Miscellaneous.

12.1. Amendments. This agreement may be amended only in writing and upon the written consent of the governing bodies of all of the parties.

12.2. Review. The parties agree to review the terms of the agreement in January 2016 and every five (5) years thereafter.

12.3. Records, Accounts and Reports. The books and records of the Board shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. section 16C.05, subd. 5.

12.4. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Board Chair.

12.5. Merger. This agreement constitutes the entire agreement between the parties as to the matters addressed in this agreement. No waiver, consent, modification, or change of terms of this agreement shall bind any party unless in writing and signed by all parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement other than those contained in any bylaws which may be adopted by the Board intended to help carry out the terms of this agreement.

12.6. Waiver. The failure of any party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

12.7. Assignment. No party may assign its interest in this agreement.

12.8. Applicable law. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

12.9. Concurrence. By executing this agreement, the parties acknowledge that they: (a) enter into and execute this agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this agreement's terms and conditions, and to consult an attorney before signing this agreement; (c) have read this agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

01/13/2015

**JOINT POWERS AGREEMENT
REGION ONE – SOUTHEAST MINNESOTA
HOMELAND SECURITY EMERGENCY MANAGEMENT**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Approved as to form(ADOPTED):

JURISDICTION OF _____

By: _____
Legal Authority

By: _____
Board/Council Chairperson

Date: _____

Date: _____

Attest: _____
City Clerk/County Auditor

Date: _____

01/13/2015

RE: Grant expenditures**McLaughlin, Patrick (DPS)** [patrick.mclaughlin@state.mn.us]**Sent:** Friday, March 06, 2015 2:08 PM**To:** Traxler, Ann

Ann

That is an allowable expenditure.

Patrick McLaughlin

651-201-7434

From: Traxler, Ann [mailto:atraxler@co.le-sueur.mn.us]**Sent:** Friday, March 06, 2015 1:40 PM**To:** McLaughlin, Patrick (DPS)**Cc:** Traxler, Ann**Subject:** Grant expenditures

Patrick,

Le Sueur County would like your permission to use the \$6,000.00 Ingestion Pathway Grant money for an Identisys RapidTag Unit. The cost of this unit with computer to exclusively run this unit is \$5,995.00. Please see attachment for quote.

This unit will allow Le Sueur County to quickly credential persons affected during an ingestion event. We currently have a team trained and a second team will be trained at the end of March to use this equipment and respond with a moments notice.


The RapidTag unit is portable and self contained. We can use it if we are called in for Mutual Aid with other Counties during their event or training.

Thank you for considering the RapidTag Unit to be purchased by Le Sueur County with Ingestion Pathway grant dollars.

Sincerely,

Ann M. Traxler

ANN M. TRAXLER**LE SUEUR COUNTY EMERGENCY MANAGEMENT DIRECTOR****88 S. PARK AVENUE****LE CENTER MN. 56057****507-380-0048**

	IdentiSys 7630 Commerce Way Eden Prairie, MN 55344 Phone: (651) 460-3402 Fax: (651) 305-8895	Quote #:
-----------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------	-----------------

Ann Traxler LeSueur County Emergency Management 136 S Cordova Av Le Center, MN 56057	Phone: (507) 380-0048 Fax: Email: atraxler@co.le-sueur.mn.us	Date: 3/3/2015 Rep.: Jennifer Gerster
---------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------	------------------------------------------

Qty	Item #	Name	Price	Total
1	A	Salamander RapidTAG Kit w laptop	\$5,995.00	\$5,995.00
			Sub Total	\$5,995.00
			Shipping & Handling	
			Taxes 0.000%	\$.00
			TOTAL	\$5,995.00

Comments:	Office Use Only:
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Payment Terms: Due upon receipt, tax (if applicable) and shipping not included.
 Quotation expires in 30 days.
 FOB Minneapolis, MN.
 Authorized Signature: _____

P.O. Number: _____ Date _____ Title _____

Skywarn Conflict and Radio Estimate

Joe Reinemann [jcr5301@gmail.com]

Sent: Wednesday, March 04, 2015 9:45 AM**To:** Traxler, Ann**Attachments:** Le Sueur Co EOC Radio Est~1.xlsx (5 KB)

Hello Ann -

As discussed, I have pulled together a cost estimate for installing an amateur radio station in the Le Sueur County EOC. This station would provide communications capability to local repeaters (Blue Earth, Nicollet, Sibley, Carver, Scott Counties, etc.) and be able to reach larger repeaters in the Twin Cities. It would also give the EOC the ability to participate or monitor Skywarn operations.

I have included one optional item - that is the "digital interface". This enables easy and connectivity between a computer and the radio so that digital forms (such as the ICS 213) and files can be transmitted via radio. This is the component we used during our recent demonstration of digital modes at the EOC a few weeks ago. My sense is that due to the speed and accuracy of digital modes, this will be the future of amateur radio emergency communications, however at this time, it is not essential for Skywarn or other voice-only radio networks. Nevertheless, if the opportunity is there, adding digital capability to the Le Sueur County EOC would be very advantageous, so I am including it in this estimate.

The estimate is as follows:

**Le Sueur Co. EOC Amateur Radio
Installation Cost Estimate – 03/04/2015**

Component	Details	Cost	Source
Radio	Yaesu FT-7900 VHF/UHF Dual Bander Transceiver	\$323.95	Ham Radio Outlet
Power Supply	Yaesu FP-1023A Switching Power Supply	\$144.95	Ham Radio Outlet
Feed Line	100 ft. LMR 400 50 Ohm coaxial cable	\$199.95	Ham Radio Outlet
Antenna	Comet GP-6 UHF/VHF vertical Antenna	\$149.95	Ham Radio Outlet
Tripod	Butternut RMK-II Roof Mounting Kit w/ Tripod	\$164.95	Ham Radio Outlet
Digital Interface	Signalink USB 6-pin Mini DIN	\$99.99	Ham Radio Outlet
Mast	EMT Conduit (1.5 inch)	\$10.79	Menard's
TOTAL		\$1,094.53	

I have sourced almost of this equipment through Ham Radio Outlet, a reputable mail-order dealer. If you require multiple bids or want to look at other providers, I can certainly do that. Please call or reply if you have any questions or require additional information.

Again, thank you for your interest in working with MN ARES and the amateur radio community. I look forward to attending your Skywarn training later today. Have a great day!

--

<https://mail.co.le-sueur.mn.us/owa/?ae=Item&t=IPM.Note&id=R0AAAACXfidCI.mKvR5> 3/4/2015

Joe Reinemann, KØJCR
MN ARES South Central District Coordinator



38271 Timber Lane
St. Peter, MN 56082
(612) 360-5064
<mailto:k0jcr@arrl.net>

Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

Item 10

11:10 a.m. Justin Lutterman, GIS (5 min)

RE: AeroLogix Agreement

Staff Contact:

CONTRACTING/EXCLUSIVE USE AGREEMENT

THIS AGREEMENT is made by and between AeroLogix Consulting, Inc., a Minnesota corporation (hereinafter "Provider"), first party, and Le Sueur County, Minnesota (hereinafter "Customer"), second party.

RECITALS

A. Whereas, it is in the public interest for Customer to enter into a contract with Provider for the use of Provider's unmanned aerial vehicle (hereinafter "UAV"), for the following public purposes:

To support land and property planning, research and assessment activities;

To support civil engineering projects and planning;

To support disaster evaluation and relief efforts;

To support natural resource and wildlife management; and,

To support a variety of additional, unnamed, activities in the public interest; and,

B. Whereas, Provider is able to provide skilled UAV and information development services to Customer for the above public purposes.

NOW, THEREFORE, upon the mutual consideration provided by the respective promises of the parties, it is hereby agreed as follows:

1. Assignment of Exclusive Use of GIS Collection UAV. This contract establishes Le Sueur County, Minnesota, as the exclusive, contracted user of the AeroLogix Consulting, Inc. GeoStar UAV, serial number GS2014001 for the term of this agreement. This assignment of AeroLogix Consulting, Inc.'s GeoStar UAV establishes the UAV as a "public aircraft" for purposes defined by Federal Aviation Administration (hereinafter "FAA") regulations. A public aircraft is one owned or leased by a government entity for public functions. All use of the UAV identified herein shall be at the discretion of Customer and shall be in pursuit of the public interest, as provided for in the recital to this agreement. The UAV system subject to this agreement shall at all times remain in the exclusive possession of Provider. Justin Lutterman is hereby identified as Customer's contract manager for this agreement. Justin Lutterman shall have authority on behalf of Customer to task collection areas/order high resolution geospatial imagery products for Customer.

2. Term of Lease. This lease shall commence January 1, 2015, and terminate at the end of the day on August 31, 2016.

3. Certificate of Exception and Authorization (Hereinafter "COA"). Operations under this contract shall only be conducted in accordance with FAA COA 2014-CSA-35. Provider remains the primary coordinator with FAA concerning COA 2014-CSA-35 but shall copy Customer on all communications with the FAA concerning COA 2014-CSA-35.

4. Responsibilities of Provider and Description of Services. Provider is the owner of the UAV leased system to Customer under this agreement. Though the lease provides Customer shall be the exclusive user of the subject UAV system during the term of this agreement, Provider shall be exclusively tasked throughout this agreement with providing the operator of the UAV system. For the purposes of this contract the UAV system refers to all necessary components of the UAV system necessary to collect, process, and deliver geospatial imaging products to Customer. Provider's operation of the UAV system shall conform to all limitations and guidelines established within the FAA's COA obtained pursuant to the terms of this contract.

Provider shall deliver to Customer, upon order from Customer, high resolution geospatial imagery products. The geospatial imagery products which may be ordered by Customer are available in two formats:

A. AeroLogix Orthophotos. These photos are geographically registered color, 3cm resolution, mosaic orthophotographs and photogrammetry based textured relative digital elevation models (DEM).

B. AeroLogix Fusion Models. These are AeroLogix orthophotos and geographically registered, color, 3cm resolution, 3-dimensional "fused" imagery products, using UAV sourced orthophotographs and State of Minnesota LIDAR information.

The imagery collection parameters are as follows. On each flight the UAV is capable of:

30 minutes flying time and imagery collection;
Optimal flight parameters deliver 1 square mile (640 acres) of imagery per 30 minute flight;
Provider estimates four (4) collection flights per day are possible; and,
Photographic resolution shall be approximately 3cm average (terrain features can affect resolution).

Imagery collection assignments shall be assigned, understanding the manner of these collections will be based upon a 30-minute flight, per assignment. For each collection assignment, Customer shall fill in and complete for Provider a written assignment of order desired on the order form provided by Provider.

5. Cost of Service and Payment to Provider. Provider shall bill Customer for services ordered and calculate imagery costs ordered on a "per square mile/per 30-minute flight" basis. Provider's costs charged shall include all collection costs, processing costs, and imagery delivery media. Provider's cost to Customer per flight ordered are as follows:

<u>Services Ordered</u>	<u>Cost</u>
AeroLogix Orthophotos per collection area or fraction thereof: Optional product: AeroLogix Fusion Model:	\$500 per 30-minute collection flight Additional \$250 per 30-minute collection flight

Mileage: mileage to and from the collection sites shall be reimbursed to Provider at the current mileage rate. Mileage calculations are based on travel to and from New Prague, Minnesota.

Customer shall remit payment to Provider within 30 days of Provider's delivery to Customer of the GIS product(s) ordered by Customer. The 30-day reimbursement period shall apply to each individual customer order filled.

6. Independent Contractor. The parties acknowledge Provider is an independent contractor and not an employee of Customer. Provider shall have complete control over the timing and manner in which the ordered work/product is obtained and delivered to Customer.

7. Fair Hearing and Grievance Procedure.

- A. Provider will establish a system through which eligible recipients may present grievances about the operation of the service program, and Provider will advise eligible recipients of this right.
- B. Customer will advise applicants and eligible recipients of all of their rights to a fair hearing and the appeal process including, but not limited to, the right to appeal a denial or exclusion from the program or failure to recognize an eligible recipient's choice of a service and of his/her right to a fair hearing in these respects. Customer will make arrangements to provide such hearings.

8. Bonding, Indemnity, and Insurance.

A. Indemnity. Provider does hereby agree that it will defend, indemnify, and hold harmless Customer against any and all liability, loss, damages, costs, and expenses which Customer may hereafter sustain, incur, or be required to pay:

- (1) By reason of any person suffering bodily or personal injury, death, or property loss or damage while receiving services to be furnished under this agreement, or while on premises owned, leased, or operated by Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Provider or any officer, agent, or employee thereof; or
- (2) By reason of any person sustaining injury to, or damage to, the property of another person during any time when Provider or any officer, agent, or employee thereof has undertaken or is furnishing services called for under this agreement; or
- (3) By reason of any negligent act or omission or intentional act of Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this agreement.

B. Insurance. Provider does further agree that in order to protect itself as well as Customer under the indemnity agreement provision hereinabove set forth, it will at all times during the term of the agreement have and keep in force:

- (1) A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$1,500,000 for property damage arising from one occurrence, \$1,500,000 for total bodily or personal injuries or death and/or damages arising from one occurrence. Such policy shall also include contractual liability coverage protecting Customer, its officers, agents, and employees by specific endorsement or certificate acknowledging the contract between Provider and Customer, naming Customer as an additional insured.

- (2) A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this agreement, in an amount of not less than \$1,500,000 per accident for property damage, \$300,000 for bodily injuries and/or damages to any one person, and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
- (3) Workers' compensation insurance, if applicable.
- C. Prior to the effective date of this agreement, Provider will furnish Customer with certificates of insurance.
- D. Customer may withhold payment for failure of Provider to furnish certificates of insurance as required above.
- E. In the event that claims or lawsuits shall arise jointly against Provider and Customer, and Customer elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then Provider shall be responsible for Provider's legal fees and Customer shall be responsible for Customer's legal fees.
- F. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice by the insured to Customer.

9. Technical Assistance and Disputes.

- A. Customer will offer assistance to Provider to develop services, ensure compliance with the agreement, and provide ongoing consultation to Provider and liaison service between Provider and Customer. Justin Lutterman shall be Customer's authorized representative in dealing with Provider.
- B. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by negotiation and agreement shall be decided by the Contract Manager, who shall reduce the decision to writing and furnish a copy thereof to Provider. The decision of the Contract Manager shall be final and conclusive unless, within thirty

(30) days from the date of mailing of a copy of the decision to Provider, Provider furnishes to the Contract Manager a written appeal addressed to Customer. The decision of Customer, or its duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, Provider shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Provider shall proceed diligently with the performance of the agreement and in accordance with the Contract Manager's decision.

10. Laws Governing. This contract shall be governed under applicable federal law, as well as the applicable laws of the State of Minnesota.

11. Severability. If any term of this agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this agreement, which shall continue in full force and effect.

12. Complete Agreement. This agreement constitutes the entire agreement and understanding of the parties and supersedes all offers and negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this agreement must be in writing and executed by both parties. This contract cannot be assigned by Provider without written permission of Customer.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their representative seals the day and year first below written.

Le Sueur County, MN

By: _____

Its _____

AeroLogix Consulting, Inc.,
A Minnesota corporation

By: _____

Maureen A. Briggs
Its Vice President

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 **31th / 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 **17th/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!**

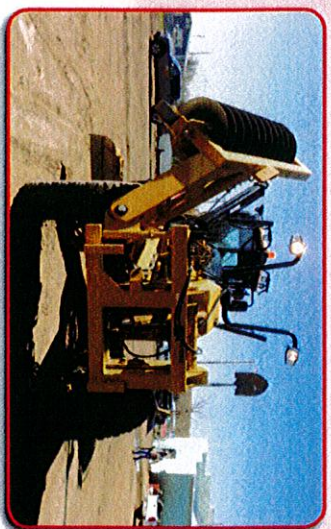
Compare your costs with the chart and see how much money you can save for every mile you recycle:

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

**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

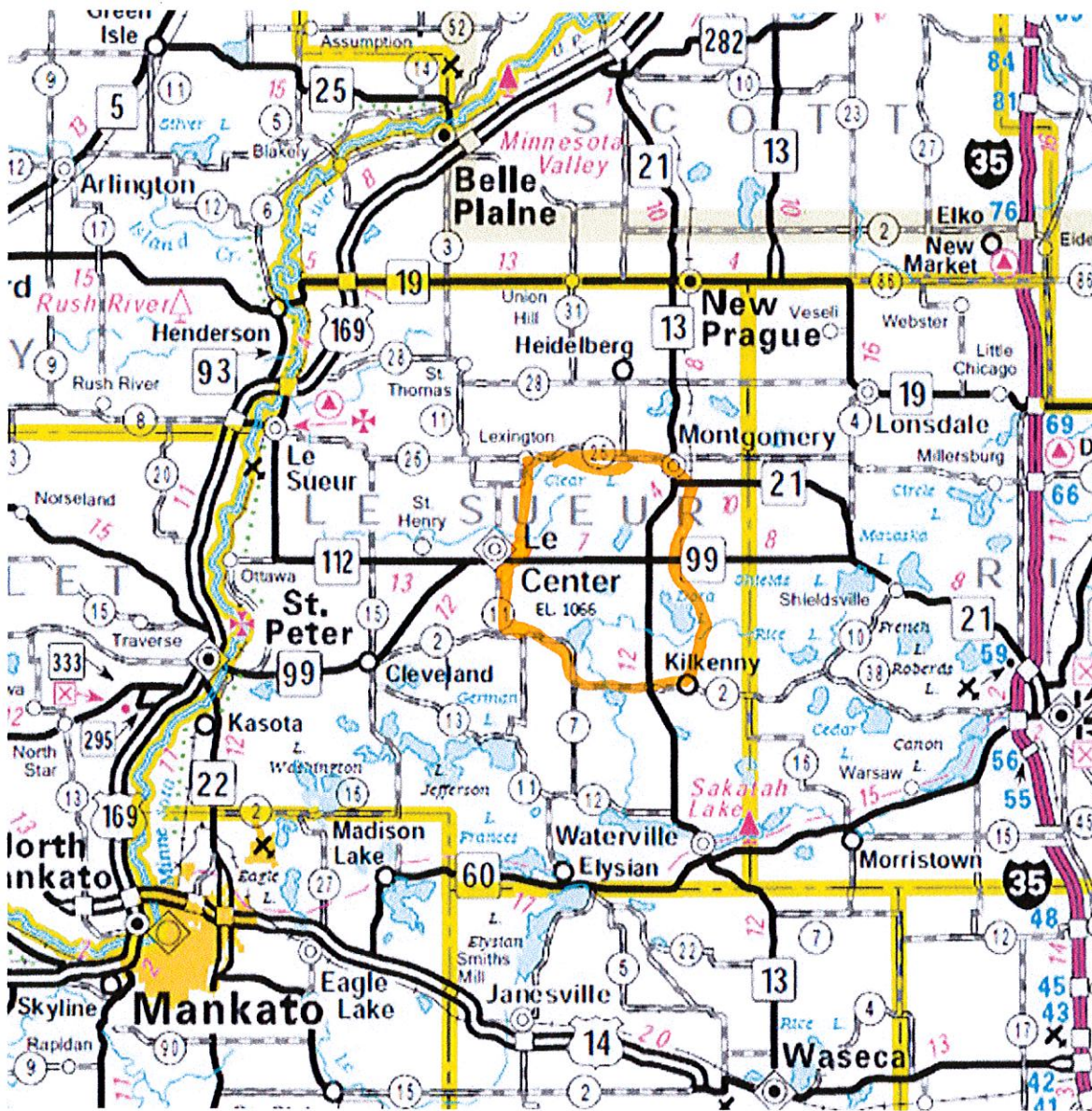
Wing-Mount Retriever

- 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).

PRODUCER House of Insurance Agency Inc 22 S Lexington Ave PO Box 205 LeCenter MN 56057	CONTACT NAME: Randolph Hunt PHONE (A/C, No, Ext): (507) 357-2221 FAX (A/C, No): (507) 357-4940	
	EMAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: League Of Minnesota INSURER B: INSURER C: INSURER D: 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 <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			CMC37625	2/15/2015	2/15/2016	EACH OCCURRENCE \$ 1,500,000 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 <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER County of LeSueur County of LeSueur 88 S Park Ave LeCenter, MN 56057	CANCELLATION 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 (201005) 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

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

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.

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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Le Sueur County, MN

Tuesday, March 17, 2015

Board Meeting

Item 12

Future Meetings

Staff Contact:

Future Meetings 2015

March 17, 2015	Board Meeting, 9:00 a.m.
March 19, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
March 24, 2015	Board Meeting, 9:00 a.m.
March 31, 2015	Board Meeting, 9:00 a.m. (5 th Friday of March)
April 5, 2015	Easter Sunday
April 7, 2015	Board Meeting, 9:00 a.m.
April 9, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
April 14, 2015	No Board Meeting
April 16, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
April 21, 2015	Le Sueur – Waseca Community Health Board (CHB) 1:30pm in the Waterville City Council Chambers
April 21, 2015	Board Meeting, 9:00 a.m. will be held in Courtroom A
April 28, 2015	Board Meeting, 9:00 a.m.
May 5, 2015	Board Meeting, 9:00 a.m.
May 12, 2015	No Board Meeting
May 14, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building

May 19, 2015	Board Meeting, 9:00 a.m.
May 21, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
May 25, 2015	Memorial Day, Offices Closed
May 26, 2015	Board Meeting, 9:00 a.m.
June 2, 2015	Board Meeting, 9:00 a.m.
June 9, 2015	No Board Meeting
June 11, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
June 16, 2015	Board Meeting, 9:00 a.m.
June 18, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
June 20, 2015	Board of Equalization Meeting, 9:00 a.m. (Saturday)
June 23, 2015	Board Meeting, 9:00 a.m. Reconvene Board of Equalization, 10:00 a.m.
June 30, 2015	No Board Meeting
July 3, 2015	Independence Day, Offices Closed
July 7, 2015	Board Meeting, 9:00 a.m.
July 9, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
July 14, 2015	No Board Meeting

July 16, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
July 21, 2015	Board Meeting, 9:00 a.m.
July 21, 2015	Le Sueur – Waseca Community Health Board (CHB) 1:30pm in the Waterville City Council Chambers
July 28, 2015	Board Meeting, 9:00 a.m.
August 4, 2015	Board Meeting, 9:00 a.m.
August 11, 2015	No Board Meeting
August 13, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
August 18, 2015	Board Meeting, 9:00 a.m.
August 20, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
August 25, 2015	Board Meeting, 9:00 a.m.