



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
COMMISSION CHAMBERS
June 2, 2015**

1. **9:00 am Agenda and Consent Agenda**
RE: May 26, 2015 Minutes and Summary Minutes
RE: CD #23 Spur 9 Repair Request
RE: JD #1, Lat #1 Repair Request

2. **9:05 am Claims (10 min)**

3. **9:15 am Representative Bob Vogel (15 min)**

4. **9:30 am Josh Fredrickson, City of Le Center Mayor (15 min)**
RE: Tax Abatement

5. **9:45 am Don Reak (10 min)**
RE: Resolutions
RE: Kasota River Access

6. **9:55 am Kathy Brockway, PZ Administrator (5 min)**
RE: Introduce Josh Mankowski

7. **10:00 am Scott Gerr, MIS (20 min)**
RE: Courthouse infrastructure upgrade

8. **10:20 am Cindy Shaughnessy, Public Health Director (10 minutes)**

9. **10:30 a.m. Human Resources (15 min.)**

10. **10:45 am Darrell Pettis, Administrator/Engineer**
RE: Discussion on County Wide ATV Ordinance
RE: OTHER
RE: June 30 possible Board of Equalization reconvene

11. **Future Meetings**



Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 1

9:00 am Agenda and Consent Agenda

RE: May 26, 2015 Minutes and Summary Minutes

RE: CD #23 Spur 9 Repair Request

RE: JD #1, Lat #1 Repair Request

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting May 26, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, May 26, 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 were Darrell Pettis and Brent Christian.

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 May 19, 2015 County Board Minutes and Summary Minutes.

Ronda Allis, Transportation Planner with MnDOT District 7 appeared before the Board to give a public outreach presentation.

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

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to approve the retirement request from Judy Hepworth, full time Social Worker Team Lead in Human Services, effective May 29, 2015. Judy has been employed at Le Sueur County since November 1994. A retirement plaque was presented (20 years).

A retirement plaque was presented to Judy Ykema. Judy will retire on May 29, 2015 after 41 years of service. Judy worked as an Eligibility Worker in Human Services.

A retirement plaque was presented to Keith Lammers. Keith will retire on May 28, 2015 after 20 years of service. Keith worked as a Highway Maintenance Worker in the Highway Department.

On motion by Connolly, seconded by King and unanimously approved, the Board approved the recommendation to hire Kathy Gray, as a part time Homemaker in Public Health, as a Grade 1, step 1 at \$12.76 per hour, effective June 1, 2015.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the Recommendation to hire Lindsay Ayers as a part time Home Health Aide in Public Health, as a Grade 2, Step 1 at \$13.53 per hour, effective June 1, 2015.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved the recommendation to hire Justin Coates as a full time Community Support Technician in Human Services, as a Grade 5, Step 2 at \$16.69 per hour, effective June 15, 2015.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved the recommendation to revise the April 28, 2015 board minutes to correct the hourly rate for Jody

Brown, Deputy Auditor Treasurer III – Accounting Specialist/Motor Vehicle Supervisor, from \$22.34 to \$21.55.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the recommendation to revise the April 28, 2015 board minutes to correct the hourly rate for Connie Kopet, Chief Deputy Auditor Treasurer, from \$27.93 to \$26.95.

Kathy Brockway, Planning & Zoning Administrator appeared before the Board with two requests for action.

On motion by King, seconded by Gliszinski and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to SHAWN WEICK, CLEVELAND, MN, (APPLICANT/OWNER): Requests that the County grant a Conditional Use Permit to allow the applicant to establish and operate a self-service storage facility (boat and recreational equipment storage) in an Agriculture “A” District. Property is located in Government Lot 5, Section 1, Cleveland Township. Findings are on file at the Planning and Zoning Office. The application is approved with the following conditions:

1. Access off (County Road 18) Jefferson Road only.
2. No outside storage.
3. Weed control plan established in writing and filed with the department.

On motion by Gliszinski, seconded by King and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to SHAWN WEICK, CLEVELAND, MN (APPLICANT/OWNER): Requests that the County grant a Conditional Use Permit to allow grading, excavating and filling of approximately 10,028 cubic yards of material for grading and stormwater ponds in an in an Agriculture “A” District. Property is located in Government Lot 5, Section 1, Cleveland Township. Findings are on file at the Planning and Zoning Office. The application is approved with the following conditions:

1. Utilize dust control measures during construction.
2. Excess topsoil to be removed from the site, therefore no stockpiling of material onsite.
3. Access to the property is off County Road only.

Jim McMillen, Maintenance appeared before the Board with one item for consideration.

Two quotes were received for the Le Sueur County Jail sewer line repair:

Javens Mechanical Contracting: \$20,900

Schwickert Tecta America, LLC: \$37,295

On motion by Rohlfing, seconded by Connolly and unanimously approved, the Board approved the quote from Javens in the amount of \$20,900.

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

On motion by Connolly, seconded by King and unanimously approved, the Board authorized the Chair to sign the Crane Creek contract for SAP 40-614-010, 40-628-023 and CP 2215 & CP 2315.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved and authorized the Chair to sign the following LRIP Grant Resolution:

**Resolution Providing
For Grant Agreement to State Transportation Fund
(Local Road Improvement Program, Account 270)
Grant Terms and Conditions for 5th Street (CSAH 3) Area Improvements Project
SAP 040-603-025**

WHEREAS, LE SUEUR COUNTY on behalf of the City of Montgomery has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement No. 040-603-025, referred to as 5th Street (CSAH 3) Area Improvements Project; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$500,000;

NOW THEREFORE, be it resolved that the Le Sueur County Board of Commissioners, on behalf of the City of Montgomery, does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, subdivision 5, clause (3). The City of Montgomery and Le Sueur County will pay any additional amount by which the cost exceeds the estimate per previously established agreements, and will return to the Minnesota State Transportation Fund any amount appropriated for the road project but not required. The proper county officers are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the following Le Sueur Resolution #3:

Le Sueur County Resolution

IT IS RESOLVED that Le Sueur County enter into MnDOT Agreement No. 1000486 with the State of Minnesota, Department of Transportation.

IT IS FURTHER RESOLVED that the Board Chair and the County Administrator are authorized to execute the Agreement and any amendments to the Agreement.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to set the bid opening for the CSAH 28 and TH 169 Project for June 22, 2015 at 1:00 pm in the Commission Chambers at the Le Sueur County Courthouse.

On motion by Gliszinski, seconded by Rohlfig and unanimously approved, the Board approved the following State Aid Highway Funds Advance Resolution:

**LE SUEUR COUNTY
STATE AID HIGHWAY FUNDS ADVANCE RESOLUTION**

WHEREAS, the County of Le Sueur is planning to implement County State Aid Street Project(s) in 2015 which will require State Aid funds in excess of those available in its State Aid Regular Construction Account, and

WHEREAS, said County is prepared to proceed with the construction of said project(s) through the use of an advance from the County State Aid Construction Fund to supplement the available funds in their State Aid Regular Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date: <u>05/13/2015</u>	<u>\$543,801.91</u>
Less estimated disbursements:	
Project <u>SAP 40-626-044</u>	<u>\$235,690.50</u>
Project <u>SAP 40-628-029</u>	<u>\$267,837.00</u>
Project <u>SAP 40-030-011</u>	<u>\$634,934.20</u>
Total Estimated Disbursements	<u>\$1,138,461.70</u>
Advance Amount (amount in excess of acct balance)	<u>\$ 594,659.79</u>

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.08, Subd. 5 & 7 and Minnesota Rules, Chapter 8820, and

WHEREAS, the County acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, Be It Resolved: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved County State Aid Highway Project(s) of the County of Le Sueur in an amount up to \$ 594,659.79 in accordance with Minnesota Rules 8820.1500, Subp. 9. I hereby authorize repayments from subsequent accruals to the Regular Construction Account of said County in accordance with the schedule herein indicated: (initial one)

Repayment from entire future year allocations until fully repaid.
 Repayment in _____ equal annual installments
 Repayment from future year allocations in amounts listed below until fully repaid
(maximum 3 year repayment). \$ _____ CY _____ \$ _____ CY _____
\$ _____ CY _____

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved two CSAH 28 and TH 169 right of way settlement payments. \$39,250 will be paid to Mary Straub and \$49,000 will be paid to Le Sueur Economic Development Authority.

On motion by King, seconded by Connolly and unanimously approved, the Board approved the CSAH 28 and TH 169 right of way settlement payment of \$66,400 to Le Sueur Economic Development for the purchase of property owned by Eleanor Depuydt.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved the 2014 Road and Bridge Annual Report.

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, June 2, 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, May 26, 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.
- The Le Sueur County Board of Commissioners met in regular session on Tuesday, May 26, 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 were Darrell Pettis and Brent Christian.
- The Board approved the agenda for the business of the day. (Connolly-Rohlffing)
- The Board approved the consent agenda: (Gliszinski-King) Approved the May 19, 2015 County Board Minutes and Summary Minutes.
- The Board approved the recommendation to approve the retirement request from Judy Hepworth, full time Social Worker Team Lead in Human Services, effective May 29, 2015. (Rohlffing-Gliszinski)
- The Board approved the recommendation to hire Kathy Gray, as a part time Homemaker in Public Health, as a Grade 1, step 1 at \$12.76 per hour, effective June 1, 2015. (Connolly-King)
- The Board approved the recommendation to hire Lindsay Ayers as a part time Home Health Aide in Public Health, as a Grade 2, Step 1 at \$13.53 per hour, effective June 1, 2015. (King-Gliszinski)
- The Board approved the recommendation to hire Justin Coates as a full time Community Support Technician in Human Services, as a Grade 5, Step 2 at \$16.69 per hour, effective June 15, 2015. (Rohlffing-Connolly)
- The Board approved the recommendation to revise the April 28, 2015 board minutes to correct the hourly rate for Jody Brown, Deputy Auditor Treasurer III – Accounting Specialist/Motor Vehicle Supervisor, from \$22.34 to \$21.55. (King-Rohlffing)
- The Board approved the recommendation to revise the April 28, 2015 board minutes to correct the hourly rate for Connie Kopet, Chief Deputy Auditor Treasurer, from \$27.93 to \$26.95. (Gliszinski-King)
- (King-Gliszinski) The Board granted a Conditional Use Permit to SHAWN WEICK, CLEVELAND, MN, (APPLICANT/OWNER): Requests that the County grant a Conditional Use Permit to allow the applicant to establish and operate a self-service storage facility (boat and recreational equipment storage) in an Agriculture "A" District. Property is located in Government Lot 5, Section 1, Cleveland Township. Findings are on file at the Planning and Zoning Office. The application is approved with the following conditions:
 1. Access off (County Road 18) Jefferson Road only.
 2. No outside storage.
 3. Weed control plan established in writing and filed with the department.
- (Gliszinski-King) The Board granted a Conditional Use Permit to SHAWN WEICK, CLEVELAND, MN (APPLICANT/OWNER): Requests that the County grant a Conditional Use Permit to allow grading, excavating and filling of approximately 10,028 cubic yards of material for grading and stormwater ponds in an in an Agriculture "A" District. Property is located in Government Lot 5, Section 1, Cleveland Township. Findings are on file at the Planning and Zoning Office. The application is approved with the following conditions:
 1. Utilize dust control measures during construction.
 2. Excess topsoil to be removed from the site, therefore no stockpiling of material onsite.
 3. Access to the property is off County Road only.
- Two quotes were received for the Le Sueur County Jail sewer line repair:

Javens Mechanical Contracting: \$20,900 and Schwickert Tecta America, LLC: \$37,295

The Board approved the quote from Javens in the amount of \$20,900. (Rohlfing-Connolly)

- The Board authorized the Chair to sign the Crane Creek contract for SAP 40-614-010, 40-628-023 and CP 2215 & CP 2315. (Connolly-King)

- The Board approved and authorized the Chair to sign the LRIP Grant Resolution: (Connolly-Rohlfing)

- The Board approved the Le Sueur Resolution #3: (Connolly-Gliszinski)

- The Board approved to set the bid opening for the CSAH 28 and TH 169 Project for June 22, 2015 at 1:00 pm in the Commission Chambers at the Le Sueur County Courthouse. (King-Rohlfing)

- The Board approved the State Aid Highway Funds Advance Resolution: (Gliszinski-Rohlfing)

- The Board approved two CSAH 28 and TH 169 right of way settlement payments. \$39,250 will be paid to Mary Straub and \$49,000 will be paid to Le Sueur Economic Development Authority. (King-Rohlfing)

- The Board approved the CSAH 28 and TH 169 right of way settlement payment of \$66,400 to Le Sueur Economic Development for the purchase of property owned by Eleanor Depuydt. (King-Connolly)

- The Board approved the 2014 Road and Bridge Annual Report. (Gliszinski-Rohlfing)

- The Board adjourned until Tuesday, June 2, 2015 at 9:00 a.m. (Connolly-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 23 located in Lexington township(s).
Spur 9

λ Signed

λ Address & Phone No:

Kevin Kienlen
(Kevin Kienlen)

1935 ROCK RIDGE LANE
ST PETER MN 56082

507-995-4007 CELL

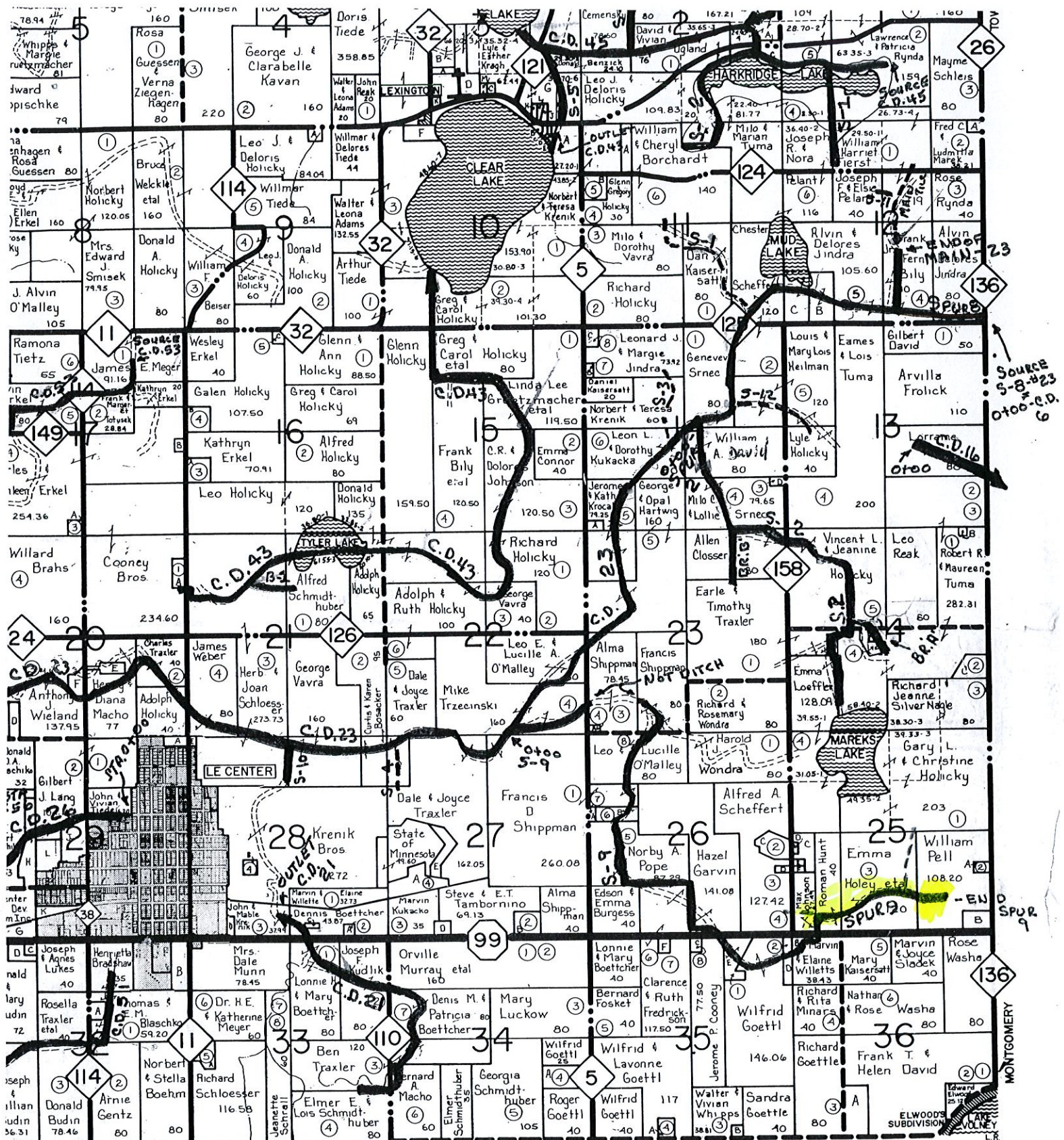
Date: 5-18-15

λ Description of problem: DITCH IS ERODING. NEEDS
CLEANING

Needs to be repaired & cleaned

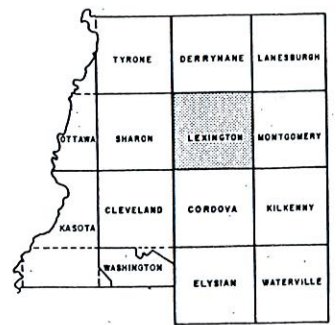
Roger Ruben

5-21-15



SMALL TRACT OWNERS

SEE SMALL TRACT SECTION FOLLOWING TOWNSHIP MAPS



REPAIR REQUEST

We, the undersigned land owners; do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 7D1 lot 1 located in Sec 34 Blakeley township(s).

SCOTT

Signed

Address & Phone No:

Merlin J. Steen

15490 W. 280th St

Bella Plaine 56011

507 665 2931

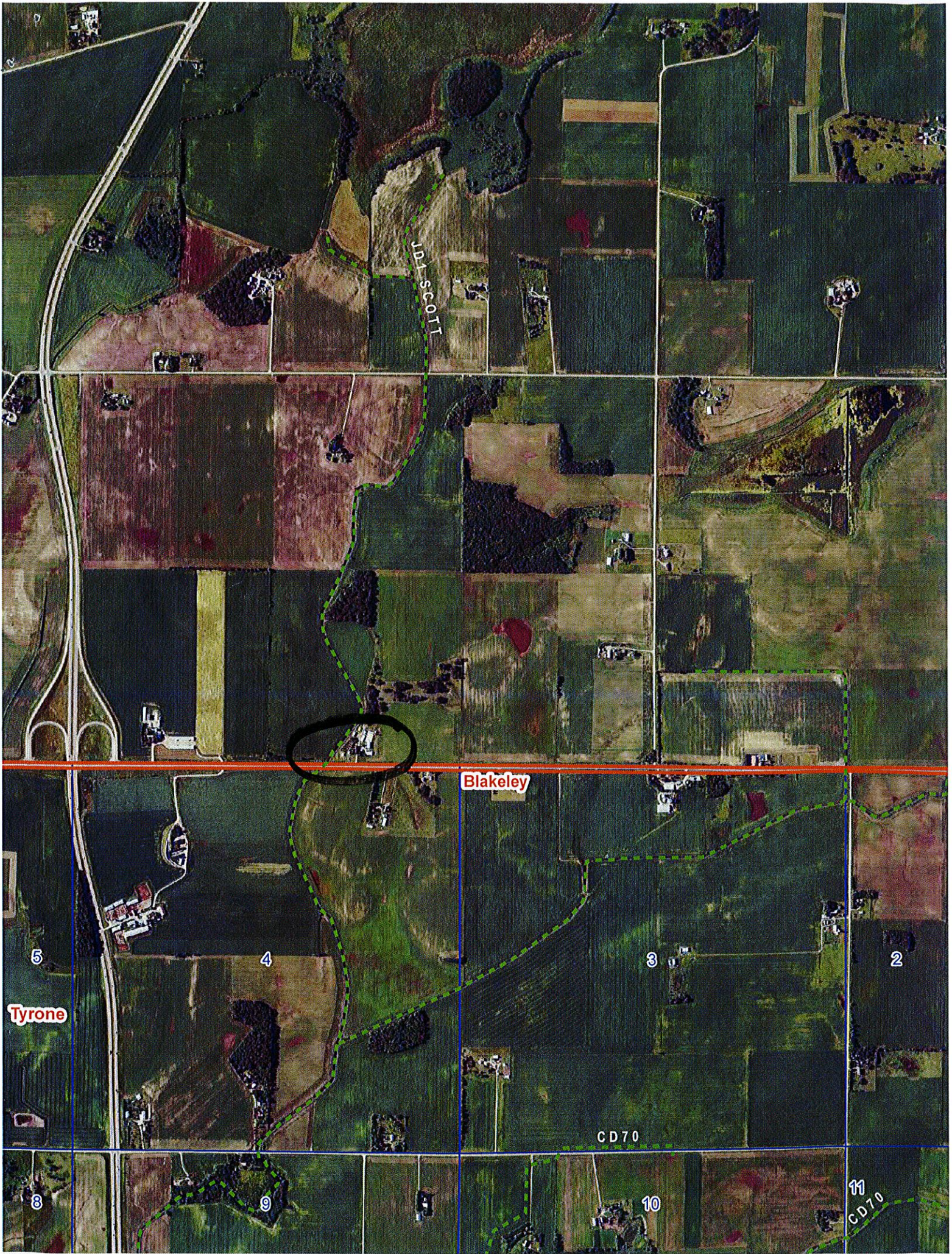
Date: 5-22-15

Description of problem: Need Repair New Culvert 18"

Needs repair - wash out.

Roger Rullid

5-22-15



MAP OF E. TYRONE

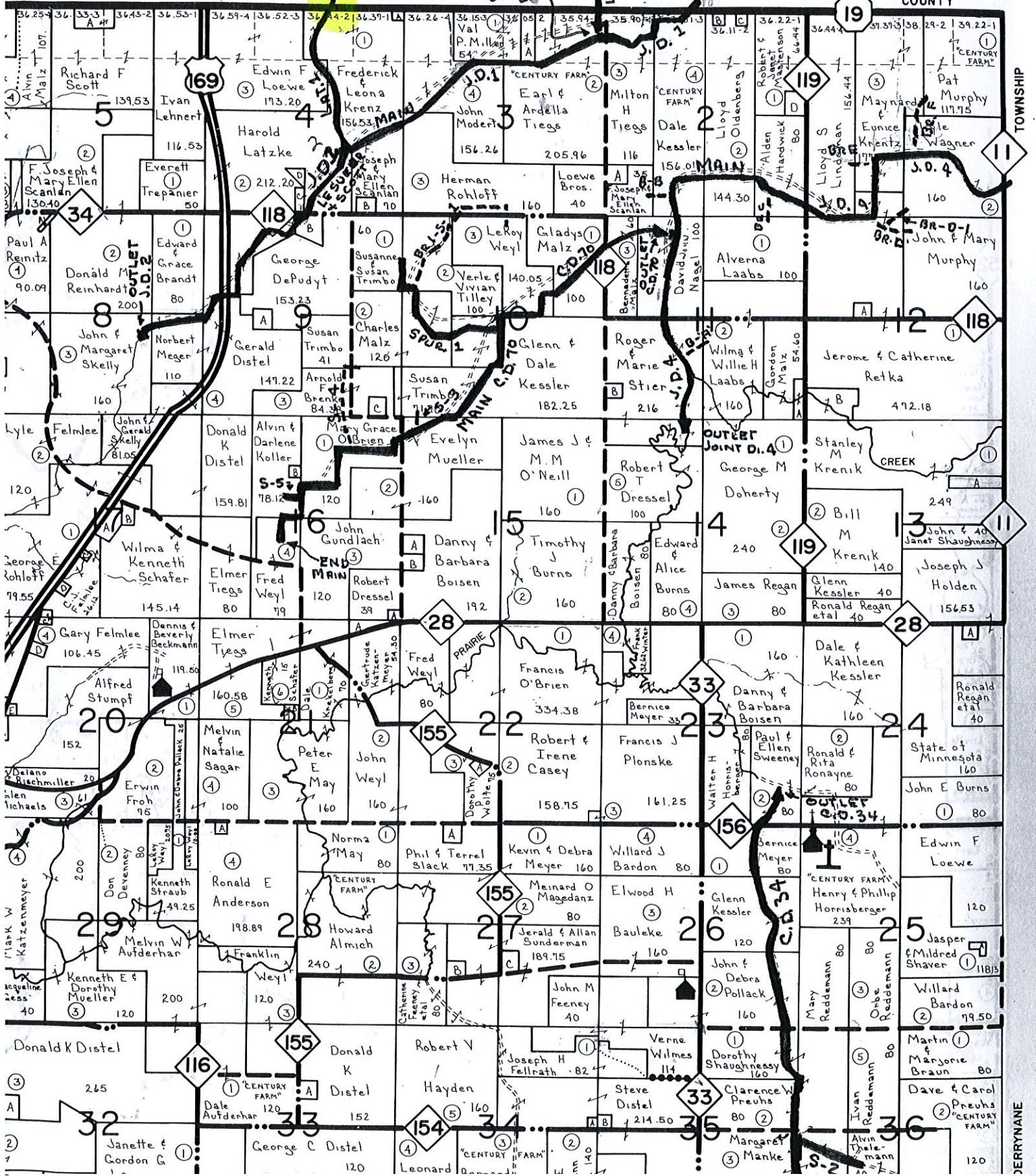


TOWNSHIP: 112N.

RANGE: 25 W.

CODE: TN

COUNTY





Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 2

9:05 am Claims (10 min)

Staff Contact:



Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 3

9:15 am Representative Bob Vogel (15 min)

Staff Contact:



Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 4

9:30 am Josh Fredrickson, City of Le Center Mayor (15 min)

RE: Tax Abatement

Staff Contact:



CITY OF LE CENTER

Heart of Le Sueur County

10 West Tyrone St. • Le Center, MN 56057 • 507-357-4450

May 15, 2015

Le Sueur County Board of Commissioners
88 South Park Avenue
Le Center, MN 56057

Dear Honorable Le Sueur County Board of Commissioners:

I am writing to request your assistance with an issue we have been facing in the city of Le Center, MN the county seat of Le Sueur County. Over approximately the past 10 months the city has been dealing with some property owners whom have failed to maintain their dwelling or dwellings on their property and because of their unwillingness to fix said dwellings, they have been deemed structurally unsound, non-livable, and or pose a potential threat to the general health and well-being of their neighbors and the citizens of Le Center. I have enclosed pictures to depict the exact condition of said properties.

The city council has taken the steps needed to have these properties deemed condemned civilly through the legal process and are now completing the final stages of taking possession of said properties. The council's plan is to have these properties destroyed and attempt to sell said properties to a buyer that is able to contribute as a property owner and tax payer to the city, county, and school district.

This plan, is what leads to my request of assistance from the commissioners: Parcel ID# 20.470.0700, located at 50 Cordova So. Ave., Le Center, MN, formerly owned by Mr. Roberto Martinez & Marcela Flores has been delinquent in paying their property taxes for approximately 6 years on this parcel to an estimated amount of \$4883.99. I am formally requesting the commissioners to consider the possibility of abatement of county's portion of this tax to the City of Le Center, as to limit the burden amount on the city which is making a good faith effort to keep the county's own county seat in a presentable and appealing condition to all benefactors of the county's services.

I understand as an elected official this request is unusual; however, it is my belief that the City of Le Center by making this decision benefited the county as well, considering if the city would not have been willing to take on such a burden these parcels would have been forfeited to the county thus costing a considerable amount more of tax payer funds for the county to take on these pieces of property.

I am requesting this item be placed on your agenda for your June 2, 2015 regularly scheduled meeting so City Administrator Chris Collins and I can attend and explain more in detail what we are asking for. In over 8 years of service to the citizens of Le Center and knowing the city and county's ability to work with one another in the past, I am confident that we can come to some sort of resolution to benefit all parties. Thank you for taking the time to consider my request and please feel free to contact me directly with any questions or concerns you may have.

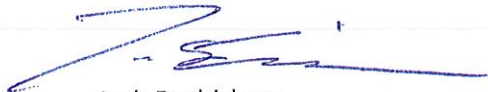
www.cityoflecenter.com

Le Sueur County Board of Commissioners

May 15, 2015

Page 2

Sincerely,

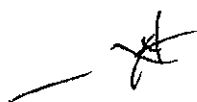


Josh Fredrickson

Mayor, City of Le Center, MN

Enclosure: Photos

CC: Christopher Collins



Summary

Parcel ID 20.470.0700
 Property Address 50 CORDOVA AVE S
 LE CENTER
 Sec/Twp/Rng N/A
 Brief Tax Description CITY OF LE CENTER Block-009 LOT 11 & S 10 FT OF LOT 12
 (Note: Not to be used on legal documents)
 Deeded Acres 0.00
 Class 201 - (NON-HSTD) RESIDENTIAL
 District (2001) LC CITY/2905-LC
 School District 2905
 Creation Date 06/30/1989

Owner

Primary Owner
 Roberto E Martinez &
 Maricela Flores
 380 Cordova Ave N
 Le Center, MN 56057

Valuation

	2015 Assessment	2014 Assessment	2013 Assessment	2012 Assessment
+ Estimated Building Value	\$9,600	\$9,600	\$9,400	\$9,200
+ Estimated Land Value	\$24,400	\$24,400	\$24,400	\$24,400
+ Estimated Machinery Value	\$0	\$0	\$0	\$0
= Total Estimated Market Value	\$34,000	\$34,000	\$33,800	\$33,600

Taxation

	2015 Payable	2014 Payable	2013 Payable
Total Estimated Market Value	\$34,000	\$33,800	\$33,600
- Excluded Value	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0
= Taxable Market Value	\$34,000	\$33,800	\$33,600
Net Taxes Due	\$586.19	\$573.69	\$570.00
+ Special Assessments	\$531.81	\$686.31	\$10.00
= Total Taxes Due	\$1,118.00	\$1,260.00	\$580.00

Tax Payments

2015 Full Amount	1,118.00	Pay full amount by: <input type="button" value="Credit Card"/>
Half Installment	559.00	Pay half installment by: <input type="button" value="Credit Card"/>

There is a 2.5% convenience fee for this process. Payments will post to your account within 3-5 business days.

Partial Payment You will have the option to edit your payment amount on the billing web page after you select either the full amount or half installment button. If you have prior year taxes unpaid, please contact the Le Sueur County Auditor-Treasurer's office for payment options.

Taxes Unpaid

	2015 Payable	2014 Payable	2013 Payable	2012 Payable	2011 Payable	2010 Payable
Unpaid Tax	\$586.19	\$573.69	\$570.00	\$352.00	\$294.00	\$263.35
Unpaid Spec Asmt	\$531.81	\$686.31	\$10.00	\$10.00	\$8.00	\$62.55
+ Unpaid Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.00
+ Unpaid Penalty	\$0.00	\$176.41	\$81.20	\$36.20	\$30.20	\$32.60
+ Unpaid Interest	\$0.00	\$59.87	\$93.68	\$96.24	\$113.52	\$176.07
= Unpaid Total	\$1,118.00	\$1,496.28	\$754.88	\$494.44	\$445.72	\$574.67

= \$4,883.99

Tax Statements

[Click here to show a list of available documents](#)

No data available for the following modules: Taxes Paid. Click here for help.

Le Sueur County is constantly updating and improving this data. The information should be considered "As Is" and is to be used at the viewers discretion. Le Sueur County makes no guarantee's of the accuracy or completeness of the information contained within.

Last Data Upload: 5/15/2015 8:33:17 AM









Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 5

9:45 am Don Reak (10 min)

RE: Resolutions

RE: Kasota River Access

Staff Contact:

COMMISSIONERS MEETING

June 2, 2015

Time: 9:45 AM

Need to have commissioners approve two **(2) resolutions** for Lake Washington Park. We are working on getting the Lake Washington Park formally designated as a Regional Park.

Regional Park Designation will make the park eligible for the Regional Parks and Trails Legacy funding program and other funding as well.

This is something new that the Greater Minnesota Regional Parks and Trails Commission have been working on with the Legislators. Le Sueur County is a member of the Greater Minnesota Regional Parks and trails. There is no guaranty that we will get the designation, but we are going to try our hardest to get it as a Regional Park.

The **GMRPTC** was formed so that all of the Parks and Trails Legacy money would not end up in the hands of the 7 county metropolitan areas.

1. First Resolution: The Le Sueur County Commissioners here by approve of having Lake Washington County Park formally designation as a Regional Park.

2. Second Resolution: The Le Sueur County Commissioner here by approve the Master Plan for Lake Washington County Park

After we complete the Lake Washington Park Designation, I want to start work on getting the Ney County Park, the Designation of Regional Park.

I have attached some information on the Regional Park Designation:

Don Reak
Parks Director

Application for Regional Designation Workshop

Greater Minnesota Regional Parks and Trails Commission

Access Application at GMRPTCommission.org

APPLICATION INFORMATION

This application process gives all cities, townships, and counties in Greater Minnesota equal opportunity to request that a park or trail be formally designated as being regionally significant. Regional designation by the GMRPTC is required prior to recommendation for Legacy Parks & Trails funding by the Commission.

The application can be accessed at:
GMRPTCommission.org → "Applications" Tab

Click "Request for Designation as Regional Park or Trail" –or- dms.gmrptcommission.org

Only one User Name/Password per applicant agency, please – share among staff if necessary.

SAVE your work on each page before moving on. You can return to the application anytime up until you **SUBMIT**.

Deadline: June 30



APPLICATION ASSISTANCE

An online tutorial will be available on the "Applications" tab by mid-May.

Technical assistance is available; contact System Plan Coordinator Joe Czapiewski at Coordinator@GMRPTCommission.org.

Staff will be available to review for completeness **by request only** before June 22. Email us to request the review **BEFORE** you submit the application. Once it is submitted, the application is complete.

Key Document: In submitting the application, it is presumed that all applicants are familiar with the pertinent provisions of the GMRPTC Strategic Plan, Chapter 3, which lists all detailed selection criteria, Available at GMRPTCommission.org → "Important Links" in the lower right corner.

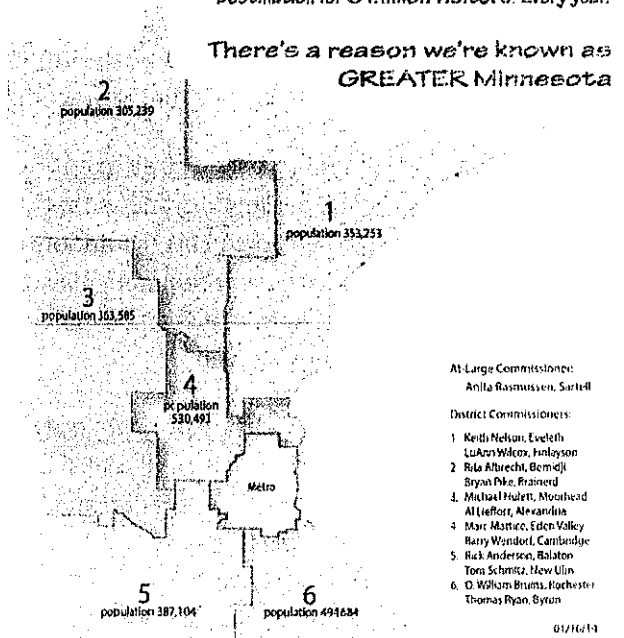
Greater Minnesota Regional Parks and Trails Commission

Serving 80 counties and 214 cities.

Home to 2.4 million residents.

Destination for 6 million visitors. Every year.

There's a reason we're known as
GREATER Minnesota



Greater Minnesota Regional Parks & Trails Commission
Regional Designation Application Process
FAQ – 5.1.15

Q: What is the Greater Minnesota Regional Parks & Trails Commission (GMRPTC)?

A: The Greater Minnesota Regional Parks and Trails Commission was established in 2013. It undertakes system planning and provides recommendations to the legislature for projects funded by the Legacy Parks and Trails Fund for parks and trails of regional significance in counties and cities outside the seven-county metropolitan area.

Q: What does it mean to be “Regionally Designated?”

A: After considerable public and legislative involvement, MN Statute 85.536 established the GMRPTC and the criteria that set the standard for high-quality *regional* parks and trails across Greater Minnesota. Only those facilities that apply for evaluation are scored by the Evaluation Team and considered for selection by the Commission to become part of the statewide system plan, then becoming eligible for funding recommendations by the GMRPTC.



Q: Why would I want our park or trail to be “Regionally Designated?”

A: Achieving regional designation shows that your publicly-owned facility meets a very high standard for natural-resource based outdoor recreation and is part of a regional system across Greater Minnesota. While not required, it also makes you eligible for the Regional Parks and Trails Legacy funding program. It is estimated that at least \$8 million per year will be available for parks and trails across Minnesota that become part of the system plan.

Q: How can I tell if my park or trail might qualify as a regional facility?

A: Whether your park or trail is complete, a concept on paper, or somewhere in between, it is the facility's potential for quality outdoor recreation and to draw users from across the region that counts. Chapter 3 of the GMRPTC Strategic Plan details the criteria used to evaluate four classes of facilities – large Natural Resource-based Parks, Special Recreational Feature Parks, and both Non-motorized and Motorized Trails. Take the time to compare your facilities against the very specific criteria before you decide to apply. The Strategic Plan can be found on the website's HOME page under "Important Links".

Q: Who reviews the applications and determines regional eligibility?

A: A five member panel of skilled, independent evaluators, known as the Evaluation Team (ETeam), ranks the applications according to each one's potential to score well against the established criteria. If an application ranks well, additional information (a Unit Master Plan) is requested and a complete scoring evaluation is completed. Those scores are then forwarded to the GMRPTC, which reviews the scores, other information, and input from the District Planning Committees to determine which facilities will become part of the statewide system plan.

Q: How competitive is the evaluation process?

A: This is not strictly a competitive process. The GMRPTC's goal is to establish a system of high quality regional parks and trails in Greater Minnesota.

Q: Where can I learn more about the web-based application for regional designation?

A: The application itself can be accessed on the "Applications" tab on our website, or at dms.gmrptcommission.org. An application tutorial will also be available on the Applications page by mid-May.

Q: What if I have more questions?

A: Please contact a Commissioner in your District (info at gmrptcommission.org/commission-members.html), or System Plan Coordinator Joe Czapiewski at coordinator@gmrptcommission.org or 218-556-3651.

Master Plan Requirements Questions and Answers

Greater Minnesota Regional Parks and Trails Strategic Plan 5/1/15

Gmrptcommission.org

Question #1 – What is a master plan?

The intent of a master plan is to clearly describe the regional-level purpose and key features of a park or trail. Describing unique features and how the park or trail will provide a high quality outdoor experience is especially important. Master plans typically include written information, graphic layout plans, and photos. *Examples of master plans for various types of parks and trails can be found on the Commission’s website at the “Applications” page.*

Question #2 – Why is a master plan required?

The Commission’s review and acceptance of a master plan is vital to affirming that a park or trail is well-vetted, regionally significant, and merits formal regional designation. The master planning process is also seen as the best means to ensure that the initiator understands its own obligations and responsibilities as it relates to funding, ongoing operations, maintenance, and programming.

Question #3 – How detailed does a master plan need to be?

A master plan should be descriptive enough to meet the basic requirements defined on page 61 of the strategic plan (which is available on the Commission’s website at the “Our Work” page). It needs to convey the overall development intent, which typically includes a graphic plan and accompanying description of development features. It *does not* have to include detailed designs or constructive-level plan sets. The examples on the Commission’s website are intended to help convey the level of detail that is expected.

Question #4 – Is a master plan required to fill out an application for regional designation?

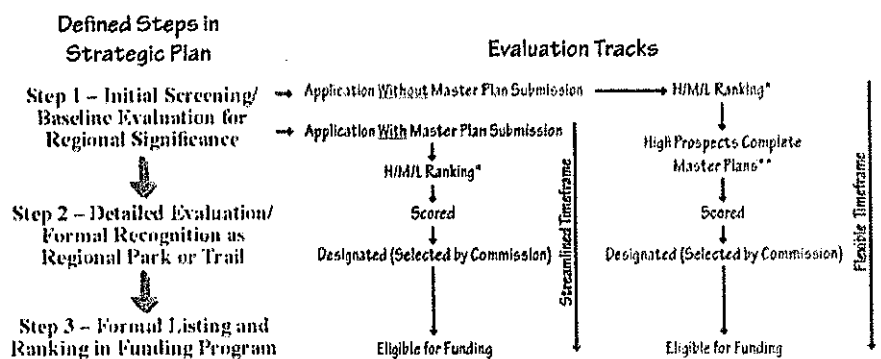
No! But a master plan will ultimately be required as part of formal designation as a regional park and trail. As the graphic illustrates, providing a master plan with an application can streamline the evaluation process.

Question #5 – Will the Commission Provide Guidance on How to Prepare a Master Plan?

Yes, for park or trail proposals that get through the initial screening with a high or medium ranking.

Steps in Designation Process – With/Without Master Plan

Greater Minnesota Regional Parks and Trails Commission



* Highest Ranked Applications Proceed Regional Park or Trail Designation Process. Commission takes Active Role in Working with Top Prospects to Move Through Steps 2 and 3, with Timeframe Based on Needs of Circumstances

** Timeframe for Preparation of a Master Plan is Flexible and Based on Individual Circumstances

Note: Executive Director, E-Team, and Support Planners assist prospects in working through the process to ensure consistency and continuity in designation process

The Commission's staff will be available to offer suggestions and "point you in the right direction" on preparing a master plan. Periodic workshops and/or online tutorials may also be offered by the Commission on how to prepare a master plan.

Question #6 -- How much does a master plan typically cost?

Typically, the cost directly relates to the size and scale of a park or trail. On the smaller-scale end, or for less complex proposals, costs for a master plan can be very modest – in the \$10,000 to \$15,000 range. On the other end, costs can range between \$25,000 to \$50,000 or more for larger parks or longer trails with complex site issues and extensive proposed development.

Question #7 – Will the GMRPTC or other groups help pay for a master plan?

Generally, local cities, counties, or partners sponsoring an application will be responsible for the cost to prepare a master plan. It is viewed as part of the proposer's commitment to receiving regional designation for a park or trail, and ultimately becoming eligible to receive funding on a priority basis. (Note that the cost for preparing a master plan can be considered as part of cost sharing agreements at the point of funding.)

In select cases, the Commission may, at its discretion, support grant requests to fund master plans. Typically, this relates to situations where a park or trail is ranked high for its regional potential but the local initiators do not have the wherewithal to prepare a master plan without assistance.

We also recommend collaboration to help in master plan development. For instance, a small city may ask its county to help with plan development costs, setting the stage for being of assistance in the construction phase later. Where a park or trail crosses jurisdictional boundaries, it may be cost effective for all benefitting jurisdictions to cost-share master plan completion.

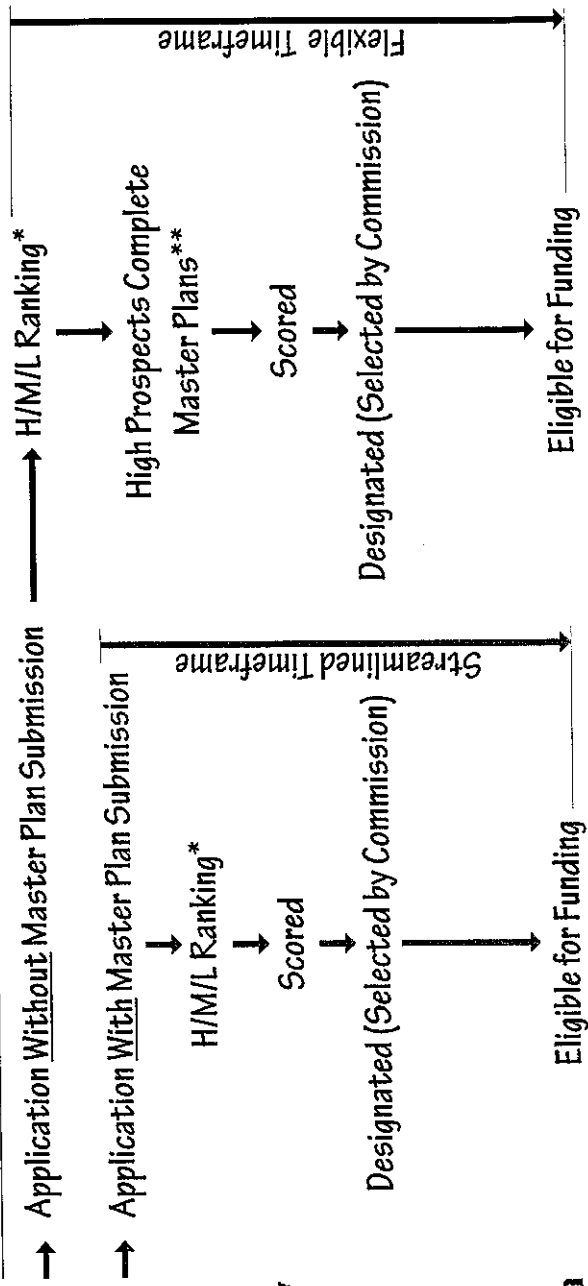
Steps in Designation Process – With/Without Master Plan

Greater Minnesota Regional Parks and Trails Commission

Defined Steps in Strategic Plan

- Step 1 – Initial Screening/
Baseline Evaluation for
Regional Significance
- ↓
- Step 2 – Detailed Evaluation/
Formal Recognition as
Regional Park or Trail
- ↓
- Step 3 – Formal Listing and
Ranking in Funding Program

Evaluation Tracks

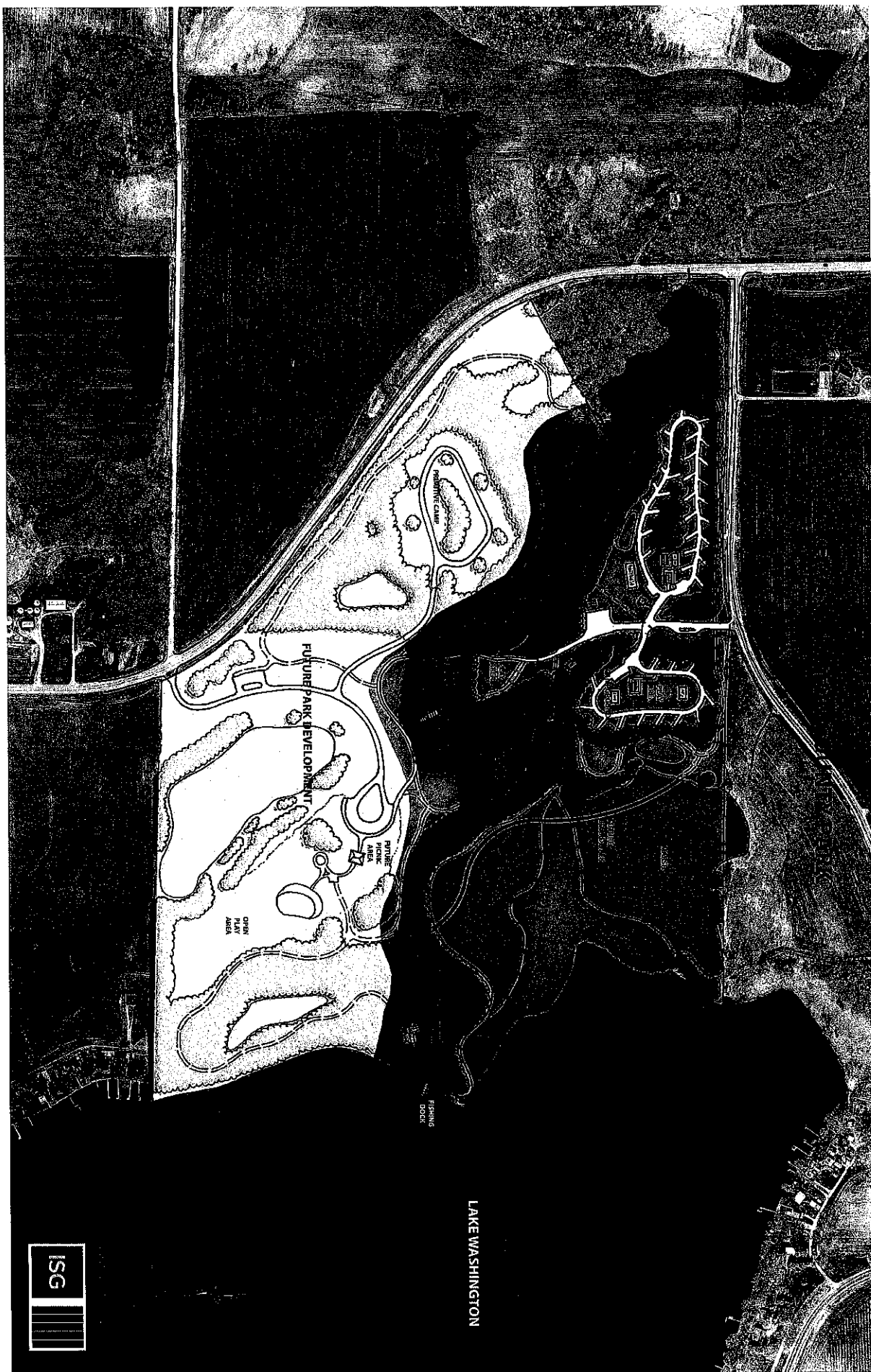


* Highest Ranked Applications Become Regional Park or Trail Designation Prospects. Commission Takes Active Role in Working with Top Prospects to Move Through Steps 2 and 3, with Timeframe Based on Individual Circumstances.

** Timeframe for Preparation of a Master Plan is Flexible and Based on Individual Circumstances.

Note: Executive Director, ETeam, and Support Planners assist prospects in working through the process to ensure consistency and continuity in designation process.

MASTER PLAN



United States Senate

WASHINGTON, D.C. 20510

June 9, 1981

LeSueur County Board
of Commissioners
Route 2, Box 82
LeCenter, Minnesota 56057

Dear Chairman:

I was delighted to hear that you have been awarded a Land and Water Conservation Fund Grant from the Department of the Interior Heritage Conservation and Recreation Service in the amount of \$7,150 for outdoor recreation - acquisition, development and planning.

It is always a pleasure to send congratulations, and I am happy to share in your good news. If there is ever any matter in which I can be of service, please don't hesitate to contact me.

Best wishes for the successful completion of your project.

Sincerely,



Rudy Boschwitz
United States Senator

RB/ef
Enclosure

900 American Center
150 East Kellogg Boulevard
St. Paul, MN 55101-1421

612/296-5005
Fax: 612/296-1290

August 3, 1988

Mr. John Zimmerman
Park Coordinator
County Highway Building
P.O. Box 146
LeCenter, MN 56057

RE: LW27-01086, Kasota River Park
LeSueur County

Dear Mr. Zimmerman:

We have completed our audit of the cost documentation submitted for the referenced LAWCON/LCMR-funded project. The total eligible expenditures you have documented are less than the estimated total cost upon which your State advance LCMR grant was based. Thus, you will have to refund the overpayment of State funds you received.

The following financial summary illustrates the need for this refund:

	<u>Estimated Total Cost</u>	<u>Total State Grant</u>
Originally approved State Grant	\$14,300.00	\$ 3,575.00 (25%)
REVISED to reflect actual expenditures	13,874.75	- 3,468.69 (25%)
OVERPAYMENT OF STATE FUNDS		\$ 106.31

Consequently, please submit your check/warrant, payable to the Minnesota State Treasurer, in the amount of \$106.31 to:

Department of Trade and Economic Development
Outdoor Recreation Grants Section
ATTN: Dick Maloney, Financial Manager
9th Floor - American Center Building
150 East Kellogg Boulevard
St. Paul, MN 55101

If you have any questions on this matter, please contact me immediately at (612)297-3168. We would appreciate your prompt response to this matter, so that we may issue final payment of the federal LAWCON funds approved for this project.

Sincerely,

Dick Maloney

Richard Maloney
Financial Manager

An Equal Opportunity Employer

September 12, 1988

Mr. John Zimmerman
Park Coordinator
Route 2, Box 82
LeCenter, MN 56057

RE: LW27-01086, Kasota River Park
LeSueur County

Dear Mr. Zimmerman:

Congratulations on the successful completion of Kasota River Park. Please consider this correspondence official notice that all necessary final documents have been received and found acceptable. Receipt of this letter constitutes completion of our project closeout requirements.

We have reviewed and find satisfactory all project expenditure documentation you have provided. However, we wish to point out that actual expenditures are subject to verification by an independent federal or state audit. For that reason, you must retain all project records for a period of at least three years after the date of September 12, 1988.

In conclusion, we remind you that the land acquisition and/or development completed under the terms of this project must be retained by the sponsor and used for public outdoor recreation. No portion of this project site can be changed without the approval of the Outdoor Recreation Grants Section. To better insure compliance with this conversion policy, Kasota River Park is subject to an onsite inspection by either the National Park Service or the State of Minnesota at any time.

Sincerely,


Richard Maloney
Financial Manager


Marcia Taubr
Grants Manager

RECEIVED
SEP 15 1988
Le Sueur County
Auditor

February 12, 1990

Mr. John Zimmerman
Park Coordinator
Route 2, Box 82
LeCenter, MN 56057

RE: MR-627, Kasota River Park
LeSueur County

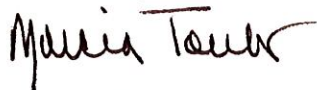
Dear Mr. Zimmerman:

Congratulations on the successful completion of Kasota River Park. Please consider this correspondence official notice that all necessary final documents have been received and found acceptable. Receipt of this letter constitutes completion of our project closeout requirements.

We have reviewed and find satisfactory all project expenditure documentation you have provided. However, we wish to point out that actual expenditures are subject to verification by an independent federal or state audit. For that reason, you must retain all project records for a period of at least three years after the date of February 12, 1990.

In conclusion, we remind you that the land acquisition and/or development completed under the terms of this project must be retained by the sponsor and used for public outdoor recreation. No portion of this project site can be changed without the approval of the Outdoor Recreation Grants Section. To better insure compliance with this conversion policy, Kasota River Park is subject to an onsite inspection by the State of Minnesota at any time.

Sincerely,



Marica Taubr
Grants Manager

LAWCON I/56-CP





Minnesota Department of Economic Development

September 4, 1981

John T. Zimmerman
Park Coordinator
Route 2, Box 82
LeCenter, MN 56057

RE: 27-01086, Kasota River Park
LeSueur County

Dear Mr. Zimmerman:

Enclosed is your copy of the executed Land and Water Conservation Fund Project Agreement for the above designated project.

Sincerely,

A handwritten signature in cursive script that reads "Jeff Hanson".

Jeff Hanson, Grants Supervisor
Parks and Recreation Grants Section

/cak

Enclosures

480 Cedar Street, St. Paul, Minnesota 55101 612/296-2755

An Equal Opportunity Employer



STATE OF MINNESOTA
STATE PLANNING AGENCY
OFFICE OF LOCAL AND URBAN AFFAIRS

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT

LeSueur County
Local Unit of Government

27-01086
Project Number

Kasota River Park
Project Title

LeSueur
County

5/19/81 through 12/31/83
Period Covered by this Agreement

PROJECT SCOPE:

LeSueur County will acquire approximately 10.6 acres of park land to provide canoe and boating access to the Minnesota River.

Entire Project

Stage Covered by this Agreement

Project Cost

Estimated Total Cost \$ 14,300.00
Fund Amount* \$ 7,150.00

The following attachments are hereby incorporated into this agreement:

1. Project Proposal
2. Contract Work Hours & Safety Standards Act
3. Requirement for Affirmative Action

*Fund amount: This is the maximum amount of federal funds that shall be provided on the project.

The State of Minnesota, by its delegated official, the State Planning Agency, Office of Local and Urban Affairs, (hereinafter referred to as "State") and

LeSueur County

(hereinafter referred to as "local unit") mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965 (78 Stat. 897) and subsequent amendments, the Regulations of the Bureau of Outdoor Recreation and the following items, promises, and conditions, that are part of this agreement:

The following terms as used herein shall have the following definitions:

1. "BOR" means the Bureau of Outdoor Recreation, United States Department of Interior, which administers the Land and Water Conservation Fund Act.
2. "Commissioner" means the Commissioner of the Department of Natural Resources, State of Minnesota, or any representative lawfully delegated the authority to act for said Commissioner. The Commissioner is the state liaison official for the Land and Water Conservation Fund Act.
3. "Director" means Director of the Office of Local and Urban Affairs, or any representative lawfully delegated the authority to act for said Director.
4. "Federal Funds" means those monies made available by the United States of America for projects under the Land and Water Conservation Fund Act of 1965, (78 Stat. 897).

5. "LAWCON" means the program established by the Act of Congress entitled Land and Water Conservation Fund Act of 1965, (as amended 78 Stat. 897) that provides grants for outdoor recreation projects.
6. "Local Unit" means the political subdivision of the State of Minnesota that is the applicant-recipient of the grant, in accordance with this agreement.
7. "Manual" means the Bureau of Outdoor Recreation's Grants-in-Aid Manual.
8. "Project" means the planned undertaking for outdoor recreation that is the subject of this agreement.
9. "Regional Director" means the Director of the Bureau of Outdoor Recreation, or any representative lawfully delegated the authority to act for said Regional Director.
10. "State" means the State of Minnesota, the Office of Local and Urban Affairs of the State Planning Agency, which administers the LAWCON program for the State of Minnesota.

A. GENERAL PROVISIONS

1. The State hereby agrees, in consideration of the promises made by the local unit herein, to accept funds from the United States and to reimburse the local unit for the United States' share of the project stage, as approved by the Regional Director. This agreement shall not obligate the State for any of the project costs described herein, except the monies received from the United States for reimbursements of project work completed by the local unit. The State shall not be held liable for costs incurred by the local unit which are determined to be nonreimbursable by the BOR. Costs shall not be reimbursed without written proof that the funds have been paid.
2. The local unit hereby agrees, in consideration of the promises made by the State herein, to execute the project stage herein described in accordance with the terms of this agreement. It is hereby understood that the local unit has reviewed the attached BOR forms and the attachments thereto and has found them acceptable.
3. The local unit further agrees that in the event the project or any part of the project shall be ruled to be nonreimbursable, any federal monies already paid under this agreement by the State, shall be repaid upon the demand of BOR to the State for repayment to the United States.
4. It is agreed by the parties hereto that when federal funds are not available for the project within one year of the date of this agreement, this agreement shall be null and void.
5. When the local unit fails to provide the maintenance required under this agreement, the State may withhold current or future payments to the local unit on any projects until the local unit complies with this provision.
6. In the event that the local unit defaults on the project, the State may maintain the project and shall be authorized to charge the local unit for the cost of maintenance. Such costs of maintenance shall constitute a debt due and owing to the State.
7. The local unit shall obtain the Secretary of the Interior's written approval before any change is made on the project from the original recreational purpose or jurisdictional control.

B. PROJECT APPLICATION

1. The application for Federal funds (for Construction Programs) bearing the same project number as this agreement is hereby made a part of this agreement.
2. The State shall transfer to the local unit all funds granted hereunder except for any State indirect cost rate that is specified in the proposal.

C. PROJECT EXECUTION

1. The project period shall begin on the date of approval of this agreement by the Regional Director and shall terminate 3 years from that date unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.

2. The local unit shall execute and complete the project in accordance with the time schedule set forth in the project proposal. Failure to render satisfactory progress or to complete this or any other project under the LAWCON program to the satisfaction of the Commissioner, Director, or Regional Director may be cause for the suspension of all obligations of the United States and the State under this agreement.
3. Construction contracted for by the local unit shall meet the following requirements:
 - (a) Contracts for construction in excess of \$2,500 shall be awarded through a process of competitive bidding. One (1) copy of all bids and one (1) copy of the contract shall be submitted to the Director after BOR approval of this agreement.
 - (b) The local unit shall inform all bidders on contracts for construction in excess of \$2,500 that Federal funds are being used in the construction.
 - (c) Written change orders to contracts for construction in excess of \$2,500 shall be issued for all necessary changes in the facility. The orders shall be made a part of the project file and shall be kept available for audit upon request for three years after completion of the project. One (1) copy of the order shall be submitted to the Director.
 - (d) The local unit shall incorporate, or cause to be incorporated, into all construction contracts the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause as provided by Minnesota and Federal statutes.

"(2) The contractor shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor shall include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders, of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
 - (e) The local unit shall (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the BOR and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations, and relevant orders of the Secretary of Labor, (3) obtain and furnish to the BOR and to the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligation of contractors and subcontractors under such provisions, rules, regulations, and orders, (5) carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the BOR pursuant to Part II, Subpart D, of Executive Order No. 11246 of September 24, 1965, and (6) refrain from entering into any contract with a contractor debarred from Government contracts under Part II, Subpart D, of Executive Order No. 11246 of September 24, 1965.
4. The local unit shall secure completion of the work in accordance with the approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

5. The local unit shall permit periodic site visits by the Regional Director and by the Director to insure work progress in accordance with the approved project, including a final inspection upon project completion.
6. In the event funds shall not be available for future stages of the project, the local unit shall bring the project to a point of usefulness agreed upon by the local unit, the Director, and the Regional Director.
7. Prior to any major changes from the project proposal, the recommended change shall be submitted to the Director, who shall transmit the recommendation to the Regional Director for approval.
8. Development plans and specifications shall be available for review by the Director upon request.
9. The local unit shall comply with the terms of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act and Minn. Stat. Sect. 117.50 et seq., relating to eminent domain and uniform relocation assistance.
10. When any tract or parcel of, or interest in, real property subject to purchase under this agreement, but not identified herein, shall be found by the Director or Regional Director to be unsuitable for Federal funds, all obligations of the United States hereunder shall cease as to the parcel, tract or interest.

D. PROJECT COSTS

1. Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the Manual and OMB Circular No. A-87.
2. This agreement shall include the use of the indirect cost rate, if any, currently approved by the Office Audit and Investigations, Department of the Interior, in accordance with OMB Circular No. A-87, for the local unit.
3. All program income earned during the project period shall be retained by the local unit and shall be deducted from the total project costs to determine the net costs on which the BOR's share of costs shall be based. In addition, on acquisition projects, all additional program income earned after the project period has expired, but before the project has been developed for public outdoor recreation purposes, shall be deducted from the total project costs of other active projects to determine the net costs on which the BOR's share of costs of the project shall be based. (For the purpose of this clause, the term "program income" shall mean any income received by the grantee from the sale, rental, lease, or other disposition of any of the project assets, and shall not include entrance fees and other charges customarily collected from recreation users of the site.)

E. PROJECT ADMINISTRATION

1. The local unit shall promptly submit any reports that the Director may request.
2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the Director or Regional Director upon request.
3. Any monies advanced to the local unit are "public monies" (owned by the Federal Government) and shall be deposited in a bank with FDIC insurance coverage and the balances exceeding the FDIC coverage shall be collaterally secured as provided for in 12 U.S.C. 265.
4. The local unit shall use any funds received by way of advance payment from the United States under the terms of this agreement solely for the project or project stage described herein.
5. Because one of the basic objectives of the LAWCON program is to enhance and increase the nation's outdoor recreation resources, the local units shall use the Federal funds granted hereunder consistent with those objectives. These funds shall result in a net increase in a local unit's outdoor recreation program, at least commensurate with the Federal cost share, and shall not be used as a replacement or substitution of a local unit's outdoor recreation funds.

F. PROJECT TERMINATION

1. A project shall commence when the local unit makes any expenditure or incurs any obligation with respect to the project. The local unit may unilaterally rescind this agreement at any time prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement.
2. Failure by the local unit to comply with this agreement or any similar agreement may be cause for the suspension of all obligations of the United States or State hereunder. However, such failure to comply with this agreement shall not be cause for the suspension of all of these obligations when, in the judgment of the Regional Director and Director, the failure was not due to the fault of the local unit. In such case, the minimum costs of any irrevocable obligations property incurred shall be eligible for funds under this agreement.
3. It shall be recognized that the benefit to be derived by the United States from the full compliance by the local unit with the terms of this agreement is the preservation, protection, and the net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States. Because repayment by the local unit to the State of the funds extended under this agreement would inadequately compensate the United States for any breach of this agreement by the local unit, the local unit agrees that the appropriate remedy for a breach of this agreement by the local unit shall be the specific performance of this agreement.

G. CONFLICT OF INTERESTS

1. No official or employee of the local unit who shall be authorized in his official capacity to negotiate, make, accept, or approve, or to take part in decisions regarding a contract or subcontract in connection with this project shall have any

financial or other personal interest in any such contract or subcontract.

2. No person performing services for the local unit in connection with this project shall have a financial or other personal interest other than his employment or retention by the local unit, in any contract or subcontract in connection with this project. No officer or employee of such person retained by the local unit shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the State, and the officer, employee or person has not participated in the acquisition for or on behalf of the State or the local unit.
3. No member of or delegate to Congress shall be allowed any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
4. The State and local unit shall be responsible for the enforcement of these conflict of interest provisions.

H. HATCH ACT

No officer or employee of the State or Local unit whose principal employment is connected to any activity which is financed in whole or in part by this agreement shall take part in any of the political activity proscribed in the Hatch Political Activity Act, 5 U.S.C. Sec. 118k (1964), with the exceptions therein enumerated.

I. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years, with the following qualifications:
 - (a) The records shall be retained beyond the three-year period when audit findings have not been resolved.
 - (b) Records for nonexpendable property which was acquired with Federal grant funds shall be retained for three years after its final disposition.
2. The retention period shall commence on the date of the submission of the final expenditure report.
3. State and local units shall be authorized to substitute microfilm copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local units and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.
5. The local unit may use any generally accepted account system that meets minimum requirements set forth in the Manual.

J. USE OF FACILITIES

1. The local unit shall provide suitable public acknowledgement of the use of LAWCON funds on the project site.
2. The local unit shall not at any time convert any property acquired or developed pursuant to this agreement to uses other than the public outdoor recreation uses specified in the project proposal attached, hereto, without the prior written approval of the Director or Regional Director.
3. The local unit shall operate and maintain or cause to be operated and maintained, the property or facilities acquired or developed pursuant to this agreement, in accordance with the requirements of the Manual. Sanitation and sanitary facilities shall be maintained in accordance with the applicable state and local public health standards. Properties shall be kept reasonably safe for public use. Fire prevention, lifeguards, and similar supervision shall be provided to the extent possible. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage use of the project.
4. The local unit shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the type of facility.

K. NONDISCRIMINATION

1. The local unit shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or National origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to this agreement. The local unit shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the State or any political subdivision or other appropriate public agency to which fund assistance or property acquired or developed with fund assistance has been transferred for the period during which the area or facility is used for public outdoor recreation purposes.
2. The local unit shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant shall be to provide employment or (2) discriminatory employment practices shall result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
3. The local unit shall comply with the regulations promulgated pursuant to the Civil Rights Act of 1964 by the Secretary of the Interior, 43 C.F.R. 17.
4. The local unit shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be based on residence.

K. COMPLIANCE

The local unit shall be responsible for compliance with this agreement by any political subdivision or public agency to which funds are transferred pursuant to this agreement. Failure by the political subdivision or public agency to comply shall be deemed a failure by the local unit to comply with this agreement.

M. MANUAL

The local unit shall comply with the policies and procedures set forth in the Bureau of Outdoor Recreation Manual. Said Manual is hereby incorporated into and made a part of this agreement.

N. SPECIAL PROVISIONS

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

Any reference to the Bureau of Outdoor Recreation (BOR) contained in the agreement, or in any attachment incorporated thereto, shall hereinafter be considered a reference to the Heritage Conservation and Recreation Service (HCRS).

Any reference to the State Planning Agency contained in the agreement, or in any attachment incorporated thereto, shall hereinafter be considered a reference to the Department of Economic Development.

Any reference to the Heritage Conservation and Recreation Service (HCRS) or the Bureau of Outdoor Recreation (BOR) contained in this project agreement, or in any attachments incorporated thereto, shall hereinafter be considered a reference to the National Park Service (NPS).

This agreement shall be binding on the State and the local unit, and the persons whose signatures appear hereon, as authorized by statute and resolution to sign this agreement in behalf of the aforesaid local unit. In witness whereof, the parties hereto have executed this agreement as of the date entered below.

APPROVED:

COMMISSIONER OF ADMINISTRATION

By W. J. Wisner

Title 8.26.81

STATE OF MINNESOTA

STATE PLANNING AGENCY

By _____
DIRECTOR, OFFICE OF LOCAL & URBAN AFFAIRS

Date 6/18/81

ATTORNEY GENERAL
STATE OF MINNESOTA

By William S. O'Hara

Title SOAG

Approved as to form and execution this

_____ day of _____

19 _____

LOCAL UNIT OF GOVERNMENT

For Le Sueur County
CITY, VILLAGE, OR COUNTY

By James J. O'Meara
MAYOR OR CHAIRMAN (NAME AND TITLE)

Date 6-15-81

By Jerry Orr
CLERK OR AUDITOR (NAME AND TITLE)

Date 6-15-81

STATE AUDITOR

Not Encumbered _____

By _____

Date _____

Original Signed by
JAN HOFER
AUG 31 1981

SEAL AFFIXED

For Development Project Only:

PRECONSTRUCTION CERTIFICATION

"I hereby certify that construction plans and specifications to be used in conjunction with _____
LW27-0 _____ shall meet all applicable Federal, State and Local codes and current engineering
practices; shall meet the requirements and standards of the Minnesota Department of Health; that health, safety,
durability, and economy shall receive consideration consistent with the scope and objectives of the project; that the
design shall be conscientiously prepared; that the proposed development shall be in a suitable environment and shall not
unduly detract from the esthetic value of the area; and that provisions shall be made to insure adequate supervision by
competent personnel."

By _____
SIGNATURE

NAME

COUNTY/MUNICIPAL ENGINEER OR ARCHITECT

DATE

S.P.A. - O.L.U.A. OR3 (4-74)

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION	a. NUMBER 27-01086 b. DATE 19 81 05 08	3. STATE APPLICATION IDENTIFIER	a. NUMBER SCH #80120512 b. DATE ASSIGNED 19 80 12 19
1. TYPE OF ACTION <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION <small>(Mark appropriate box)</small> <input type="checkbox"/> NOTIFICATION OF INTENT (Opt) <input type="checkbox"/> REPORT OF FEDERAL ACTION		Leave Blank			
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name : Leland E. Newman, Director b. Organization Unit : Office of Local and Urban Affairs c. Street/P.O. Box : 550 Cedar St., Capitol Square Bldg. d. City : St. Paul 6330 e. County : Ramsey 123 f. State : Minnesota g. ZIP Code: 55101 h. Contact Person (Name & telephone No.) : Pete Klose : 612/296-1145				5. FEDERAL EMPLOYER IDENTIFICATION NO.	
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT KASOTA RIVER PARK, LeSueur County 27-079-0000 Route 2, Box 82, LeCenter, MN 56057 LeSueur County will acquire approximately 10.6 acres of park land to provide canoe and boating access to the Minnesota River.				6. PRO-GRAM (From Federal Catalog) a. NUMBER 1150400 b. TITLE Outdoor Recreation - Acquisition, Development & Planning	
				8. TYPE OF APPLICANT/RECIPIENT A-State H-Community Action Agency B-Interstate I-Higher Educational Institution C-Substate J-Indian Tribe D-City K-Other (Specify): E-City F-School District G-Special Purpose District Enter appropriate letter <input type="checkbox"/> A	
10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.) LeSueur County				11. ESTIMATED NUMBER OF PERSONS BENEFITING N/A	
13. PROPOSED FUNDING				14. CONGRESSIONAL DISTRICTS OF:	
a. FEDERAL \$ 7,150.00 .00		a. APPLICANT N/A		b. PROJECT 02	
b. APPLICANT 3,575.00 .00		16. PROJECT START DATE Year month day Approval date		17. PROJECT DURATION 56 Months	
c. STATE .00		18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY Year month day 1981 05 11		15. TYPE OF CHANGE (For 12c or 12e) A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation F-Other (Specify): N/A Enter appropriate letter(s) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
d. LOCAL 3,575.00 .00		19. EXISTING FEDERAL IDENTIFICATION NUMBER 27-01086			
e. OTHER .00		20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code) HCRS-Lake Central Region, Federal Building, Ann Arbor, MI 48107		21. REMARKS ADDED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
f. TOTAL \$ 14,300.00 .00		22. THE APPLICANT CERTIFIES THAT a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved. b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached: (1) SHPO# L758 (2) RDC# 9-1171-09-8-0 (3)		No response attached <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
23. CERTIFYING REPRESENTATIVE Leland E. Newman, Director OLUA		b. SIGNATURE <i>Leland Newman</i>		c. DATE SIGNED Year month day 19 81 05 11	
24. AGENCY NAME Department of the Interior				25. APPLICATION RECEIVED Year month day 19 81 05 19	
26. ORGANIZATIONAL UNIT Heritage Conservation and Recreation Service				27. ADMINISTRATIVE OFFICE Lake Central Region	
29. ADDRESS Federal Building, Ann Arbor, MI 48107				28. FEDERAL APPLICATION IDENTIFICATION NA	
31. ACTION TAKEN <input checked="" type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. DEFERRED <input type="checkbox"/> e. WITHDRAWN		32. FUNDING a. FEDERAL \$ 7,150 .00 b. APPLICANT 3,575 .00 c. STATE .00 d. LOCAL 3,575 .00 e. OTHER .00 f. TOTAL \$ 14,300 .00		33. ACTION DATE Year month day 19 81 05 19	
38. FEDERAL AGENCY A-95 ACTION		35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number) Mary L. Balazs 313 668-2041 FTS 378-2041		34. STARTING DATE Year month day 19 81 05 19	
a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made.		b. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.) same		36. ENDING DATE Year month day 19 86 12 31	
				37. REMARKS ADDED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

SECTION I - APPLICANT/RECIPIENT DATA

SECTION II - CERTIFICATION

SECTION III - FEDERAL AGENCY ACTION



Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 6

9:55 am Kathy Brockway, PZ Administrator (5 min)

RE: Introduce Josh Mankowski

Staff Contact:



Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 7

10:00 am Scott Gerr, MIS (20 min)

RE: Courthouse infrastructure upgrade

Staff Contact:

County Courthouse Infrastructure Upgrade

Proposal 1

The County Courthouse infrastructure is now 20 years old and is built on old fiber technology. Almost all Departments use the Internet for day to day business. The local network traffic on the inside of the Courthouse has increased along with this activity. People access County servers daily for documents, ISeries lookups, GIS maps, and other proprietary applications. This increase has created the demand for the infrastructure to be upgraded. The switches that carry this traffic run at 1Gb speeds now and looking into the next 20 years, that speed needs to be increased now.

My recommendation is to do this upgrade now. The current fiber technology can provide local network speeds of 10Gb throughout the Courthouse and LEC. The Sheriff's Office will be using an new RMS that is a hosted solution, meaning that traffic inside the LEC will increase. Most Departments as mentioned earlier are using the Internet for daily operation. In order to eliminate bottlenecks of traffic, and to make sure daily operations of the County run smoothly, this upgrade should be done now.

I have included 2 vendor quotes, one is for the fiber upgrade throughout the Courthouse and the LEC. The other is for upgrading our Courthouse switches to accommodate the new fiber technology.

This upgrade would also provide from a security standpoint, moving all State fiber and routers up to the MIS Department office that currently in unsecure places in the building.



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

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

Quote Details	
Quote #:	2730348
Date:	05/21/2015
Payment Method:	Net 30 Days
Client PO#:	
Shipping Method:	Ground

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

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

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

Client Executive:
 Matt Butler
 (P) 630.396.6305
 (F) 630.396.6322
 mbutler@ITsavvy.com

Item Description	Part #	Tax	Qty	Unit Price	Total
1 HP SFP+ transceiver module - 10GBase-SR - LC/UPC multi-mode - up to 980 ft - 850 nm - for HP 5406, 6120, 6600-24, 6600-48; Modular Smart Array P2000 G3; ProLiant DL360p Gen8	14064741	Y	17	\$350.00	\$5,950.00
2 HP Expansion module - Gigabit Ethernet x 20 + 2 x SFP+ - for HP 5406, 5412, E5406, E5412, E8206, E8212	14064828	Y	5	\$2,175.00	\$10,875.00
3 HP Expansion module - 10 GigE - 8 ports - for HP 5406, 5412, 8206, 8212	14064830	Y	2	\$2,600.00	\$5,200.00

Subtotal: \$22,025.00
 Shipping: \$0.00
 Tax: Exempt
TOTAL: \$22,025.00

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

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

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

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

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

Le Sueur County Fiber Backbone upgrade

1400 ft	012T88-33180-A3	Corning OM3 12 F Plenum Armored Fiber	\$ 3.01	\$ 4,214.70
1200 ft	012T8P-31180-A3	Corning OM3 12 F Indoor / Outdoor Fiber	\$ 4.77	\$ 5,718.60
200 ft	012ED8-T1331-A3	Corning SM 12F SM Plenum Armored Fiber	\$ 2.07	\$ 413.10
2 ea	CCH-04U	Corning Rack Mount Fiber Enclosure 12 Panel	\$ 373.61	\$ 747.23
1 ea	CCH-02U	Corning Rack Mount Fiber Enclosure 4 Panel	\$ 292.95	\$ 292.95
6 ea	CCH-01U	Corning Rack Mount Fiber Enclosure 2 panel	\$ 243.70	\$ 1,462.21
18 ea	CCH-CP12-E4	Corning 12 Fiber LC Panel OM3/4	\$ 98.27	\$ 1,768.80
2 ea	CCH-CP12-A9	Corning 12 Fiber LC Panel SM	\$ 109.50	\$ 219.00
20 ea	CCH-CS	Corning Cassette splice enclosure	\$ 122.09	\$ 2,441.88
14 ea		OM3 12F LC 3M Pigtail	\$ 101.57	\$ 1,422.04
2 ea	602313	SM 12F LC 3M Pigtail	\$ 182.25	\$ 364.50
5 pkg		Fusion Splice Protectors 50 ea.	\$ 13.50	\$ 67.50
1 ea	11802-725	CPI Wall Rack	\$ 516.90	\$ 516.90
240 ea		Splice Charge	\$ 5.00	\$ 1,200.00
20 ea		LC-LC 2M OM3 Patch Cable	\$ 45.23	\$ 904.50
6 ea		Lc-LC 2M SM Patch Cable	\$ 45.23	\$ 271.35
1 ea		Misc Hardware	\$ 150.00	\$ 150.00
		Equipment Total		\$ 22,175.25
200 hrs		Labor	\$ 65.00	\$ 13,000.00
		Project Total		\$ 35,175.25

Technical Solutions

608 Walnut
Madison Lake, MN. 56063
(507) 243-4590 Fax (507) 243-4591

Le Sueur County Fiber backbone upgrade.

Project Scope: To provide new OM3 fiber backbone from IT rack (MDF) to All other Racks (IDFs) including a new fiber between the Courthouse and the Law Enforcement Center. To provide new OM3 fiber within the Law Enforcement between the Jail APC rack, Jail Wall Rack, Dispatch Desk and the sheriff's department rack. Extend the Outside SM fiber coming into the building in the Maintenance office to the IT Center on 3rd floor.

Purpose of upgrade: To enable 10 gig data communication between the MDF and IDFs. This will allow for faster connections between PC's and server to accommodate more Data intensive programs being instituted and allow for future IT growth. This fiber upgrade will greatly increase network speed between the Law Enforcement Center and the Courthouse servers. This upgrade will also allow for more advanced Video Surveillance systems Which need much higher bandwidth and will require a separate dedicated Physical network. Extending the outside single mode fiber to the IT center will allow for greater security of the state and county networks by housing critical equipment in a secure area. Consolidating headend equipment in one area will eliminate points of failure and simplify administration.

Project Installation: Installation of the OM3 fiber between the MDF and all IDFs within the Courthouse can be installed without disruption of service. Once the OM3 fiber is installed and activated the existing OM1 fiber can be removed.

The fiber between the Courthouse and the Law Enforcement center will need to be pulled out to pull in a new OM3 fiber. To provide uninterrupted service of the County and State networks use of 2 sets of Wireless bridges purchased for the installation of parking lot Video surveillance would be set up between the Courthouse and Law Enforcement Center to provide 2 separate networks County and State. This system could be put in place days before the cutover to be sure there are no issues with the wireless network.

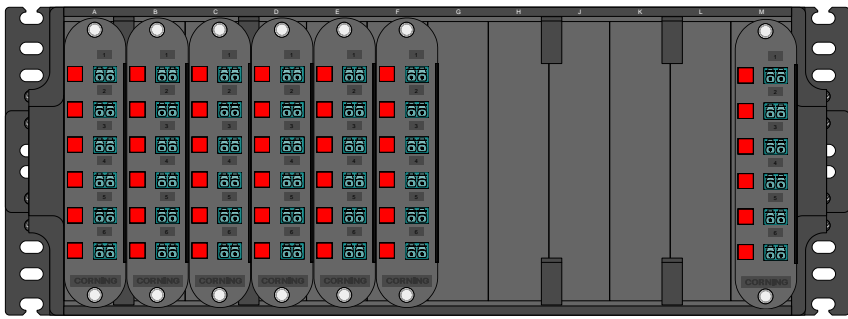
Low Voltage Structured Wiring
Audio, Video, & Telecommunications Systems
Video Surveillance equipment Sales and Rental
Electronic Service

Technical Solutions

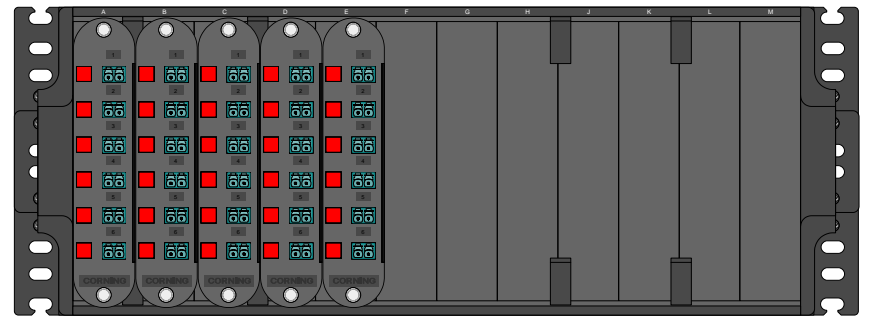
608 Walnut
Madison Lake, MN. 56063
(507) 243-4590 Fax (507) 243-4591

The fiber between the Jail and Sherriff's office may need to be pulled out in order to pull in the new OM4 fiber. If network down time can be allowed this could be done with a 1 day disruption of service.

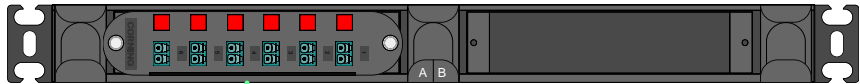
Low Voltage Structured Wiring
Audio, Video, & Telecommunications Systems
Video Surveillance equipment Sales and Rental
Electronic Service



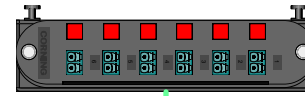
3rd Floor IT Wall Rack



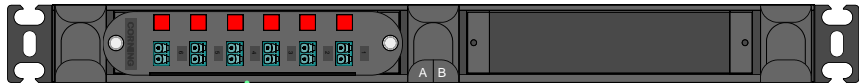
Jail APC Rack



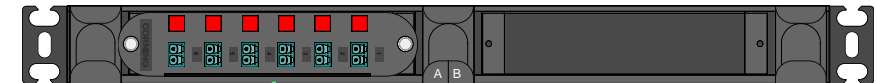
2nd Floor Court Admin



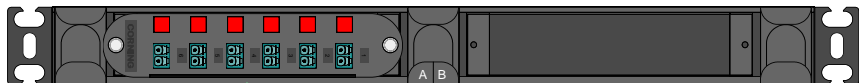
Dispatch Desk



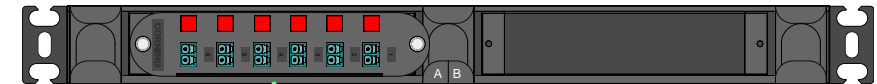
1st Floor



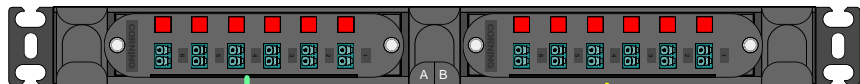
Jail Wall Rack



BSMT Human Services



Sheriff Rack



BSMT Maint Office

- 12F OM3 Indoor Armored Fiber
- 2x12F OM3 Indoor / Outdoor Fiber
- 12F SM Indoor Armored Fiber

	Technical Solutions			
	Le Sueur County Fiber Backbone Upgrade			
May 14, 2015	SIZE	FSCM NO	DWG NO	REV
	SCALE	1 : 1	SHEET	May1 OF 1



Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 8

10:20 am Cindy Shaughnessy, Public Health Director (10 minutes)

Staff Contact:



LE SUEUR COUNTY PUBLIC HEALTH

Public Health
Prevent. Promote. Protect.

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

Le Sueur County Board of Commissioners Meeting
June 2, 2015

Cindy Shaughnessy, Public Health Director

Agenda:

- 1) Request to approve therapy contract with Prairie River Home Care
 - Reviewed and approved by Brent Christian, County Attorney
 - Copy of contract attached

- 2) Sign Certificate of Appreciation
 - Copy of certificate attached
 - John Luther served on the PH Advisory Committee for 17 years
 - Letter of resignation effective with last year's meeting in August
 - Commissioner Lance Wetzel recruiting a replacement

- 3) Other

PRAIRIE RIVER HOME CARE, INC.
HOME HEALTH THERAPY SERVICES AGREEMENT

THIS AGREEMENT is made by and between Le Sueur County Public Health, located at 88 South Park Avenue, Le Center, MN 56057 (“County”), and Prairie River Home Care, Inc., located at 1961 Premier Drive, Suite 340, Mankato, MN 56001 (“Agency”).

Recitals

WHEREAS, Prairie River Home Care, Inc. is a duly licensed provider of physical, occupational and speech therapy services and certified to participate in the Medicare and Medicaid programs;

WHEREAS, County is a duly licensed home health care provider eligible to provide home health services to individuals;

WHEREAS, County desires for Prairie River Home Care, Inc. to provide therapy services to County's patients on an as requested, as available basis;

NOW, THEREFORE, in consideration of the terms and conditions provided herein and intending to be legally bound hereby, the parties agree as follows:

1. Duties and Obligations

During the term of this Agreement, Prairie River Home Care, Inc. agrees to comply with all state licensing standards (Minnesota Home Care Licensure Law and Rules, MN Rule 4668.0008, subp.3) and all applicable accrediting standards. Prairie River Home Care, Inc. will maintain personnel files with documentation of completion of background studies, orientation to home care requirements, current professional license, mantoux testing, annual infection control training and HIPAA training. Prairie River Home Care, Inc. agrees to make this documentation available to the County upon request.

The duties and responsibilities of Prairie River Home Care, Inc. are defined by the conditions of participation of the Federal Health Insurance Program for the aged (Title XVIII, Social Security Act: 42 United States Code Annotated Section 1395-1396 and regulations promulgated hereto, particularly those regulations relating to conditions of participation for all Home Health Agencies 42 C.F.R. Part 484. Prairie River Home Care, Inc. shall perform work in accordance with currently approved methods and standards of practice according to the appropriate Minnesota Practice Act for physical, occupational and speech therapy and in accordance with acceptable professional standards.

- a) Therapy Services. Prairie River Home Care, Inc. will provide physical therapy, occupational therapy, speech therapy to County's patients, on an as needed, as available basis. Specific services will include patient evaluation, patient

care planning, direct patient care and instructions to other health team personnel on specific patients on request from County nursing personnel. Patients are accepted for care only by the County. The County does not guarantee a minimum number of patients or patient contacts. It is understood that this is not an exclusive agreement with this Agency for said services and the County is free to seek professional services for therapy from other providers as the need arises.

Prairie River Home Care, Inc. shall neither enter into subcontracts for performance of any of the services contemplated under this Agreement, nor assign this Agreement, without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. This Agreement allows the use of Physical Therapy or Occupational Therapy Assistants as described in Sec. 484.4 Personnel Qualifications, code of Federal Regulations with supervision as described in Sec. 484.32 Conditions of Participation: Therapy Services.

- b) Documentation. Within ten days of the date of service, Prairie River Home Care, Inc. will provide County all required documentation related to the provision of therapy and patient's medical condition, to be incorporated into patient's records that are retained by County.

2. Duties and obligations of County

- a) Record Maintenance. County shall be solely responsible for maintaining all patient records relating to the provision of medical services.
- b) Administrative Responsibility. County shall retain administrative and professional responsibility for control over and supervision of the provision of services rendered to patients in all respects, as required by state and Federal laws.

3. Compensation

- a) Fee Schedule. County shall compensate Prairie River Home Care, Inc. for services rendered to County's patients in accordance with the Fee Schedule as attached hereto, and made a part hereof (See EXHIBIT A).
- b) Invoices. Prairie River Home Care, Inc. shall submit an invoice to County and/or its agent within fifteen (15) days of the end of each calendar month.
- c) Remittance. County and/or its agent shall remit payment in full as shown on each invoice within thirty (30) days of receipt. Invoices not paid within such period shall be subject to a one and one half percent (1.5%) service fee, or the maximum allowed by law, whichever is less, for each thirty (30) day period beyond due date.
- d) Collection Costs. In any action for collection of payment hereunder the prevailing party shall be entitled to all reasonable collection agency and/or attorney collection fees, and all

reasonable attorney fees and court costs related to any legal action incurred in connection therewith.

4. Term; Termination

- a) Term. The term of this agreement shall commence as of the date hereof and shall continue in full force and effect for an initial term of one (1) year. Unless either party elects to terminate this Agreement in accordance with the terms of Section 4(b), the Agreement shall be deemed to have been automatically renewed for an additional term of one (1) year. In the event of such a renewal, the parties shall negotiate in good faith to establish updated fees for services.
- b) Termination.
 - i. Except as otherwise provided in this Section 4(b), this Agreement may be terminated by either party, without cause or penalty, by giving written notice to the other party of at least thirty (30) days.
 - ii. This Agreement may be terminated by County or Agency immediately upon written notice to the other party in the event of breach related to confidential information or non-competition as more fully set forth in Sections 7 and 8 of this Agreement. Those provisions will survive the termination of this Agreement.
 - iii. This Agreement may be terminated by either party immediately in the event of the other party's bankruptcy, insolvency, liquidation or loss of eligibility to participate in the Medicare and/or Medicaid programs.
 - iv. This Agreement may be terminated by Prairie River Home Care, Inc. for "non-payment" upon five (5) days prior written notice to County and/or its agent. However, this Agreement will continue in full force if County and/or its agent pays Prairie River Home Care, Inc. the full amount stated in the notice of termination within the five (5) day time period stated. For the purpose this Agreement, "non-payment" means non-payment for Services according to the payment terms of the Agreement.

5. Insurance

Prairie River Home Care, Inc. will obtain insurance coverage for any acts of professional malpractice or other negligence committed by Agency or its employees. The policy will be for not less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) aggregate per year. Upon request, Prairie River Home Care, Inc. will provide County and/or its agent with a copy of a policy or certificate of insurance coverage. County shall maintain liability insurance that meets the limits shown below or be equal to the tort liability limits under Minnesota Statute, Chapter 466, whichever is greater: five hundred thousand dollars (\$500,000) for bodily injury or property damage to any one person and one million five hundred thousand dollars (\$1,500,000) for total injuries or damages arising from any one occurrence. Prairie River Home Care, Inc. and County shall maintain workers' compensation insurance for their

respective staff in such amounts as may be required by applicable state law. Each party shall provide the other with not less than ten (10) days prior written notice of any expiration or cancellation of such policy or policies.

6. Indemnification

Prairie River Home Care, Inc. and County will indemnify and hold each other harmless from and against all claims, demands, costs, expense, liabilities and losses, including reasonable attorneys' fees that may arise against the other as a consequence of any alleged malfeasance, neglect or medical malpractice by such party, its employees, agents or contractors.

7. Confidential Information

- a) Non-Disclosure. The parties hereto agree not to disclose any provision of this Agreement to any third party unless required by law.
- b) Confidentiality. The parties hereto shall not disclose or otherwise disseminate, either directly or indirectly, to any entity or person not employed by the respective party, or use for its benefit or for the benefit of others, any proprietary or confidential information without the prior written consent of the other party.

8. Non-Competition

During the term of this Agreement and for one (1) year after termination, the parties hereto will not directly solicit for employment therapists of the other party without written consent from the other party.

Liquidated Damages: In the event of a breach by a party of Section 8 of this Agreement, that party shall pay to the other party as liquidated damages a sum equal to Ten Thousand Dollars (\$10,000) for each therapist. In the event of a breach by a party of Section 8 of this Agreement, regarding soliciting for the provision of therapy services any therapist of the other party, the soliciting party shall pay to the other party as liquidated damages (and not as a penalty) Ten Thousand Dollars (\$10,000) as to each therapist where a violation of Section 8 occurs. The parties agree that the aforesaid amounts are a reasonable estimate of the damages that would be incurred by the injured party in the event of a breach of Section 8.

9. Independent Contractors

This Agreement is a contract between independent parties and shall not be construed to create any relationship other than that of independent contractors.

10. Compliance with Title VI of the Civil Rights Act of 1964

The parties will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by applicable regulations of the U.S. Department of Health and Human Services regarding discrimination on the grounds of race, color, handicap or national origin or

exclusion from participation, denial of benefits or other discrimination under any program or activity provided by either party.

11. Compliance with Health Insurance Portability and Accountability Act (HIPAA)

The parties acknowledge that, during the term of this agreement, protected health information as defined under 45 C.F.R. Parts 160 and 164 may be disclosed to Prairie River Home Care, Inc. pursuant to the provision of therapy services under this Agreement. Prairie River Home Care, Inc. agrees to comply with County's applicable requirements of law relating to protected health information and with respect to any task or other activities Prairie River Home Care, Inc. performs on behalf of County, to the extent County would be required to comply with such requirements. Both County and Prairie River Home Care, Inc. agree to compliance with confidentiality of protected health information as required by the Health Insurance Portability and Accountability Act ("HIPAA") and any statutes and regulations thereunder.

12. Miscellaneous

- a) Amendment and Waiver. This Agreement may be amended, altered, waived or terminated only in writing signed by both parties to this Agreement.
- b) Controlling Law. This Agreement shall be governed by the laws of the State of Minnesota.
- c) Assignment. This Agreement may not be assigned by either party without the written consent of the other party, except where substantially all of the assets or stock of the assigning party is sold or otherwise transferred.
- d) Compliance with Federal Anti-Kickback Law. Nothing in this Agreement shall be construed as an offer or payment by one party to the other party of cash or other remuneration, either directly or indirectly, in exchange for patient referrals or for arrangement for or recommendation of orders for any item or service.

13. Notices

All notices, requests, demands and other communications required or permitted under this Agreement will be in writing and deemed to have been received when personally delivered or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to County: Le Sueur County Public Health
88 South Park Avenue
Le Center, MN 56057
Attention: Cindy Shaughnessy, Director

If to Agency: Prairie River Home Care, Inc.
1961 Premier Drive, Suite 340
Mankato, MN 56001

Any party may change its address by giving notice in accordance with the provisions of this Section 13.

IN WITNESS WHEREOF, this Agreement shall be effective as of _____.

Prairie River Home Care, Inc.

By: _____ Date: _____

Le Sueur County Public Health

By: _____ Date: _____
Cindy Shaughnessy, Director

EXHIBIT A
THERAPY RATES FEE SCHEDULE

County agrees to compensate Prairie River Home Care, Inc. for services as follows:

For Physical Therapy, Occupational Therapy and Speech Therapy services on an as needed, as available basis, at the rate of:

Per visit - \$180.00 (includes documentation, travel time and 90 miles round trip mileage)

Certificate of Appreciation

John Luther

On behalf of Le Sueur County, we would like to
Thank you for your **17** years of service as a member of the Public Health
Advisory Committee. Your commitment to the citizens of Le Sueur County is
truly appreciated.

June 2, 2015

Commissioner Steve Rohlfig

Commissioner Lance Wetzel

Commissioner Joseph Connolly

Commissioner John King

Commissioner David Gliszinski



Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 9

10:30 a.m. Human Resources (15 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 June 2, 2015

Recommendation to approve ending employment with employee #1865, effective May 28, 2015.

Recommendation to approve the changes to the Personnel Policy.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 10

10:45 am Darrell Pettis, Administrator/Engineer

RE: Discussion on County Wide ATV Ordinance

RE: OTHER

RE: June 30 possible Board of Equalization reconvene

Staff Contact:

COUNTY ATTORNEY

Brent Christian

ASSISTANT COUNTY ATTORNEYS

Michael T. Keogh

Jason L. Moran

Benjamin J. King

**OFFICE OF THE
LE SUEUR COUNTY ATTORNEY**

65 South Park Avenue, P. O. Box 156
Le Center, Minnesota 56057-0156

TELEPHONE
507-357-2278
507-357-2251, Ext. 312
FAX: 507-357-2270

August 18, 2009

✓ **Mr. Darrell Pettis**
Le Sueur County Highway Engineer
88 South Park Avenue
Le Center, MN 56057

Mr. Ron Germscheid
Le Sueur County Auditor
88 South Park Avenue
Le Center, MN 56057

Mr. Tom Doherty, Chief Deputy
Le Sueur County Sheriff's Dept.
88 South Park Avenue
Le Center, MN 56057

Re: Proposed Le Sueur County Golf Cart Ordinance

Gentlemen:

Enclosed herewith please find copy of my correspondence dated August 17, 2009, addressed to the Le Sueur County Board of Commissioners in regard to the above entitled matter. Please feel free to contact me with any questions.

Sincerely,

OFFICE OF THE COUNTY ATTORNEY



By: **BRENT CHRISTIAN**
Le Sueur County Attorney

BC:bjr
Enclosure

**OFFICE OF THE
LE SUEUR COUNTY ATTORNEY**

COUNTY ATTORNEY
Brent Christian

ASSISTANT COUNTY ATTORNEYS
Michael T. Keogh
Jason L. Moran
Benjamin J. King

65 South Park Avenue, P. O. Box 156
Le Center, Minnesota 56057-0156

TELEPHONE
507-357-2278
507-357-2251, Ext. 312
FAX: 507-357-2270

August 17, 2009

Commissioner Joseph Connolly
Le Sueur County Courthouse
Le Center, MN 56057

Commissioner John Grimm
Le Sueur County Courthouse
Le Center, MN 56057

Commissioner Robert Culhane
Le Sueur County Courthouse
Le Center, MN 56057

Commissioner William Stangler
Le Sueur County Courthouse
Le Center, MN 56057

Commissioner Joseph Doherty
Le Sueur County Courthouse
Le Center, MN 56057

Re: Proposed Le Sueur County Golf Cart Ordinance

Dear Commissioners:

This letter is written in response to a request made by the Le Sueur County Board of Commissioners on Tuesday, August 2, 2009, wherein the Board asked for input from affected departments regarding the passage of a Golf Cart Ordinance. Pursuant to Minnesota Statutes §169.045, the State has granted local counties and municipalities authority to pass ordinances to allow for the operation of golf carts on city and county roads. In doing some research, it appears that the City of Elysian and the City of Le Center have both passed ordinances pursuant to this statute. These two ordinances are very similar, however, the City of Le Center's ordinance does not require that the golf cart be equipped with headlights, rear lights, brake lights, and a rear view mirror. Both ordinances also do not permit the operation of a golf cart on any State or County road.

I have also been advised that the City of Waterville does not have a golf cart ordinance, but that there are a few persons who operate those within the city limits of Waterville. It is my understanding that the occasion of that operation is infrequent and law enforcement is not ticketing those operators because they are operating in a safe manner. To my knowledge, this is not occurring on County roads.

I have discussed this matter with Le Sueur County Sheriff Chief Deputy Tom Doherty and am enclosing his letter dated August 13, 2009, which indicates his thoughts. I echo the concerns stated in Chief Deputy Doherty's letter in that I believe that golf carts would cause a serious road hazard. As a matter of public policy, and keeping the health and welfare of the citizens of

Le Sueur County Board of Commissioners
August 17, 2009
Page 2

Le Sueur County in mind, including golf cart operators, it is the opinion of this office that the operation of golf carts on County roads creates a serious road hazard. The very nature of a golf cart being lower to the ground and traveling at a slower speed creates an inherent danger when approached by a motorized vehicle traveling at an excessively greater rate of speed.

Having this stated, be advised that I find no legal reason why Le Sueur County could not pass such an ordinance. It is clearly authorized by State statute and I do not see any increased civil liability by the County. Assuming an ordinance was prepared and enforced for the operation of a golf cart within the authority of Minnesota Statutes §169.045, liability for Le Sueur County would not be a concern.

Regardless, the bottom line decision is that of a public policy concern and not a legal concern. And thus the ultimate decision is up to you as a Board. Please feel free to contact me should you wish to discuss the matter further.

Sincerely,

OFFICE OF THE COUNTY ATTORNEY

By: BRENT CHRISTIAN
Le Sueur County Attorney

BC:bjr
Enclosure



August 13, 2009

Brent Christian
LeSueur County Attorney
65 South Park Ave.
LeCenter, MN. 56057

Dear Brent.

This letter is in response to the LeSueur County Board meeting on Tuesday, August 2, 2009, where representatives of the City of Elysian were present and speaking of implementing a City ordinance that would allow Golf Carts and ATV's to drive in the City of Elysian.

MN State Statute 169.045 allows a municipality to draft a city ordinance to allow the use of Golf Carts and ATV's to drive only on city streets which are not considered county state aid roads or state highways. The statute also allows the diagonal crossing of county state aid highways and state highways to reach their destination.

All Golf Carts and ATV's do need proper registered with the municipality. They also need to meet requirements of registration, insurance, equipment compliance and each municipality is required to issue permits documenting that compliance of this statute is met.

I am not opposed to a municipality passing an ordinance to allow travel of golf carts and ATV's on designated roadways described by statute. My concern is that if I understood the Elysian City Officials correctly, they were asking the County Board to draft a County Ordinance allowing them to operate on county roads within their jurisdiction. I would be very concerned of this because if it were passed it would allow the use of CR#11 to reach to the north housing edition which I believe could cause a serious road hazard and potential civil liability.

If such an ordinance is passed by the City of Elysian, I believe that they should stay with in the scope of the statute. My opinion is that the county should stay silent on the issue of a county ordinance or any amendment to allow any travel on county state aid roads other than diagonal crossing.

Please contact me with any questions or concerns.

Sincerely,


Tom Doherty



SHERIFF
David P. Gliszinski

FELONY INVESTIGATOR
David Tietz
Bruce Collins
Todd Waldron
Robert Vollmer

PHONE 507 357-4440 or
507-357-4441 Day or Night
Fax 507 357-4627

Office of

Thomas P. Doherty

Chief Deputy Sheriff of Le Sueur County

88 South Park Avenue

Le Center, MN 56057

BLUE EARTH COUNTY ORDINANCE
Chapter 18 Article IV Section 18-170
FOR THE MANAGEMENT OF ALL-TERRAIN VEHICLES AND MINI TRUCKS
IN THE PUBLIC RIGHT-OF-WAY ON CERTAIN ROADS
WITHIN THE COUNTY'S JURISDICTION

THE COUNTY OF BLUE EARTH DOES ORDAIN:

Subdivision 1. Findings, Purpose and Intent.

Minnesota Statutes § 84.92 - 84.928 generally regulate the use of all-terrain vehicles within the right-of-way for trunk highways, county state aid highways, county roads and township roads. Consistent with these statutes, and to provide for the health, safety and welfare of its citizens and to ensure the integrity of roads falling under the jurisdiction of Blue Earth County, this ordinance is enacted to regulate the use of all-terrain vehicles and mini trucks on county state aid highways and county roads within the county.

Pursuant to Minnesota Statute § 84.928, subd. 6(c), the County makes the following findings:

1. That all of Blue Earth County is in a portion of the state which is designated as the "agricultural zone." The "agricultural zone" is that part of the state south of a line starting at the Minnesota-North Dakota Border and running east along U.S. Highway 10 to State Highway 23, then following Highway 23 east to State Highway 95 to the Wisconsin-Minnesota border.

Subdivision 2. Definitions.

The following definitions apply to this ordinance:

1. **"All-terrain vehicle" or "vehicle" or "ATV"** means a motorized floatation-tired vehicle of not less than three low-pressure tires, but not more than six tires, that is limited to engine displacement of less than 1,000 cubic centimeters and includes class 1 all-terrain vehicles and class 2 all-terrain vehicles. The definition of ATV does not include golf carts (as defined in Minnesota Statute §169.011 subd. 40a).
2. **"Mini Truck"** means a motor vehicle that has four wheels; is propelled by an electric motor with a rated power of 7,500 watts or less or an internal combustion engine with a piston displacement capacity of 1,000 cubic centimeters or less; has a total dry weight of 900 to 2,300 pounds, contains an enclosed cabin and a seat for the vehicle operator; commonly resembles a pickup truck or van, including a cargo area or bed located at the rear of the vehicle; and was not originally manufactured to meet federal motor vehicle safety standards required of motor vehicles in the Code of Federal Regulations, title 49, sections 571.101 to 571.404, and successor requirements. A mini truck does not include; a neighborhood electric vehicle or a medium-speed electric vehicle; or a motor vehicle that meets or exceeds the regulations in the Code of Federal Regulations, title 49, section 571.500, and successor requirements.

3. **County** means the County of Blue Earth, Minnesota.
4. **County State Aid Highway** or **CSAH** means all County State Aid Highways located in Blue Earth County and outside of cities and towns.

Subdivision 3. Permitted Operation of ATV's on Roads in Blue Earth County.

1. Except as provided below and in Minnesota Statute §84.928, Subd. 1(e), it shall be unlawful for any person to operate an all-terrain vehicle on the roadway, shoulder or inside bank or slope of any County State Aid Highway or county road within Blue Earth County.
2. It shall be permissible to operate an all-terrain vehicle or mini truck on the roadway and shoulders on County State Aid Highways and county roads within Blue Earth County.
3. Every person operating an ATV or mini truck on designated roadways has all the rights and duties applicable to the driver of any other vehicle under the provisions of Chapter 169 of the Minnesota Statutes, except when those provisions cannot reasonably be applied to ATV's and mini trucks or as defined or limited herein.
4. ATV's and mini trucks operating on designated roadways shall have a functioning headlight and taillight in use at all times. ATV's and mini trucks may be operated on designated roadways from sunrise to sunset only.
5. ATV's and mini trucks operating on designated roadways shall have a rearview mirror installed on the left hand side (driver's side).
6. Persons operating ATV's or mini trucks on designated roadways must operate the vehicle on the extreme right-hand side of the road, making left turns across the road only if it is safe to do so under prevailing conditions.
7. Persons operating ATV's or mini trucks on designated roadways shall not operate their vehicle on the inside slope, ditch bottom or outside slope of the right-of-way, between April 1 and August 1, unless such operation is otherwise permitted by an appropriate trail designation or signage.
8. Except as otherwise provided in this ordinance, all operation of ATV's shall be in compliance with Minnesota Statutes §84.92 through §84.928, as well as any other federal, state, or local rule or regulation. The same applies to mini truck operation. No provision of this ordinance shall be construed to negate any State law concerning the operation of ATV's or mini trucks. The regulation of roads and highways in this ordinance shall not serve to limit the use of ATV's licensed for agricultural use.

Subdivision 4. Violation, penalties and enforcement.

1. *Enforcement.* The enforcement of this article shall be the primary responsibility of the peace officers of the county sheriff's department. Other licensed peace officers, including conservation officers of the state department of natural resources, are also authorized to enforce this article.

3. *Penalties.* Any person who shall violate any of the provisions of this article shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine or by imprisonment as provided by law.

Subdivision 5. Permit Establishment.

Requirements for a permit – M.S. § 169.045.

No ATV or mini truck shall be driven, operated or controlled on the roadways or shoulders of roadways under the jurisdiction of Blue Earth County unless the driver, operator or person in control has in possession a valid, current and unrevoked permit from Blue Earth County for such driving, operation or control of an ATV or mini truck.

Permits shall be issued by the Blue Earth County Sheriff's Office, or authorized designee, upon compliance with this section.

Application for a permit shall include the full name and address of the applicant; the applicant's date of birth; the state of issuance of the applicant's current driver's license, the number of the driver's license; the date of application and applicant's signature, the name of applicant's insurance company; the number of applicant's insurance policy; and the date of expiration of insurance coverage for the ATV or mini truck. The make, model number, registration number and year of the ATV or mini truck are also required. As a condition to obtaining an individual permit, the Sheriff may require an applicant to submit a certificate signed by a physician to the effect that the applicant is able to safely operate an ATV or mini truck on the roadways or shoulders under the jurisdiction of Blue Earth County.

A permit may be revoked by the Sheriff if there is any material misrepresentation made in the permit application, insurance is no longer in effect, if there is evidence that the permittee cannot safely operate the ATV or mini truck, or there is a violation of or noncompliance with any other federal, state, or local rule or regulation as required by this ordinance. The Sheriff shall issue a notice of revocation of a permit in writing and either personally serve the notice to the permit holder or send the notice by certified mail to the address on the application. The revocation shall be in effect immediately after personal service or 3 days after the mailing.

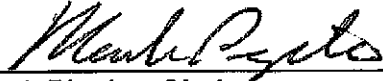
A permit fee shall be established by Board Resolution. Permits shall be renewed every three years.

Subdivision 6. Adoption of Ordinance.

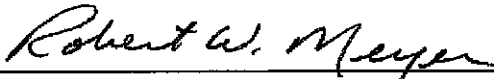
Passed by the County Board of Commissioners the 7th day of August, 2012.

Amended by the County Board of Commissioners this 25th day of September, 2012.

By:



Mark Piepho, Chair
Blue Earth County Board of Commissioners



Robert W. Meyer, County Administrator

Drafted by Blue Earth County Administration
Blue Earth County
204 S. Fifth Street
Mankato MN 56001
(507)304-4284

B.E. Co. Admin
ATTN: J. Beyer
4 pgs
NIC

521CR070
CERTIFIED, FILED AND/OR RECORDED ON
10/05/2012 04:55:01PM
BLUE EARTH COUNTY, MN
PATTY O'CONNOR COUNTY RECORDER
TAXPAYER SERVICES DIRECTOR
REC FEE: 0.00 EXEMPT: N/A
DELINQ TX: N/A /TRANS ENTER: N/A
eCREV/CREV: N/A
eWELL/WELL CERT: N/A
SPLIT-CURRENT TX PD: N/A
PAGES: 4 /



Blue Earth County Sheriff's Office
401 Carver Road
Mankato, MN 56001
(507) 304-4800

ATV/MINI TRUCK PERMIT APPLICATION

Permit Fee \$15.00

Permit No: _____

Permit Expiration Date: _____

Name: _____ D.O.B.: _____

Address: _____

Phone: _____ E-mail (opt.) _____

Driver's License No.: _____ State: _____

Do you have any medical conditions that restrict you from driving a motor vehicle on public roadways? Yes No

If yes, explain: _____

Insurance Agency: _____ Policy No.: _____

Expiration Date for ATV or Mini Truck Insurance Policy: _____

Make: _____ Model No.: _____

Year: _____ Serial Number: _____ State Registration No.: _____

Form of Payment Cash Check Credit Card

*****Please note: The permit sticker provided must be affixed to a license plate**

Applicant Signature

Date

JB/, 10-12, N:\ATV. APP

A public hearing was opened at 10:00 a.m. for comment on an Ordinance for the Management of All Terrain Vehicles in the Public Right of Way on Certain Roads within County Jurisdiction. Brad Milbrath, Chief Deputy Sheriff presented an Ordinance for the Management of All Terrain Vehicles to the board. Discussion ensued. Public hearing closed at 10:04 a.m.

Androli moved and Kuhns seconded the motion to approve the adoption of said ordinance. Motion carried by a unanimous vote of all members.

**WASECA COUNTY ORDINANCE
FOR THE MANAGEMENT OF ALL TERRAIN VEHICLES
IN THE PUBLIC RIGHT OF WAY ON CERTAIN ROADS
WITHIN THE COUNTY'S JURISDICTION**

THE COUNTY OF WASECA DOES ORDAIN:

Subdivision 1. Findings, purpose and intent.

Minnesota Statutes § 84.82-84.928 generally regulate the use of all-terrain vehicles within the right of way for trunk highways, county state aid highways, county roads and township roads. Consistent with these statutes, and to provide for the health, safety and welfare of its citizens, and to ensure the integrity of roads falling under the jurisdiction of Waseca County, this Ordinance is enacted to regulate the use of all-terrain vehicles on county state aid highways and county roads within the County.

Pursuant to Minnesota Statute § 84.928, subd. 6(c), the County makes the following findings:

1. That all of Waseca County is in a portion of the state which is designated as the agricultural zone.

2. That the following County State Aid Highways and County Roads exist throughout Waseca County:

- County State Aid Highway 1
- County State Aid Highway 2
- County State Aid Highway 3
- County State Aid Highway 4
- County State Aid Highway 5
- County State Aid Highway 6
- County State Aid Highway 7
- County State Aid Highway 8
- County State Aid Highway 9
- County State Aid Highway 10

- County State Aid Highway 11
- County State Aid Highway 12
- County State Aid Highway 13
- County State Aid Highway 14
- County State Aid Highway 15
- County State Aid Highway 16
- County State Aid Highway 17
- County State Aid Highway 18
- County State Aid Highway 19
- County State Aid Highway 20
- County State Aid Highway 21
- County State Aid Highway 22
- County State Aid Highway 23
- County State Aid Highway 24
- County State Aid Highway 25
- County State Aid Highway 26
- County State Aid Highway 27
- County State Aid Highway 28
- County State Aid Highway 29
- County State Aid Highway 31
- County State Aid Highway 32
- County State Aid Highway 33
- County State Aid Highway 35
- County State Aid Highway 37
- County Road 51
- County Road 52
- County Road 53
- County Road 54
- County Road 55
- County Road 56
- County Road 57
- County Road 58
- County Road 59
- County Road 60
- County Road 61
- County Road 62
- County Road 63
- County Road 64
- County Road 65
- County Road 66
- County Road 67
- County Road 68
- County Road 70
- County Road 71
- County Road 72
- County Road 73

- County Road 74
- County Road 75
- County Road 76
- County Road 77
- County Road 78
- County Road 79
- County Road 101
- County Road 102
- County Road 103
- County Road 115

Subdivision 2. Definitions.

The following definitions apply to this Ordinance.

1. **“All-terrain vehicle” or “vehicle” or “ATV”** means a motorized flotation-tired vehicle of not less than three low pressure tires, but not more than six tires, that is limited in engine displacement of less than 960 cubic centimeters and includes a class 1 all-terrain vehicle and class 2 all-terrain vehicle.

2. **County** means the County of Waseca, Minnesota.

3. **County State Aid Highway or CSAH** means the following roads located in Waseca County:

- County State Aid Highway 1
- County State Aid Highway 2
- County State Aid Highway 3
- County State Aid Highway 4
- County State Aid Highway 5
- County State Aid Highway 6
- County State Aid Highway 7
- County State Aid Highway 8
- County State Aid Highway 9
- County State Aid Highway 10
- County State Aid Highway 11
- County State Aid Highway 12
- County State Aid Highway 13
- County State Aid Highway 14
- County State Aid Highway 15
- County State Aid Highway 16
- County State Aid Highway 17
- County State Aid Highway 18
- County State Aid Highway 19
- County State Aid Highway 20
- County State Aid Highway 21

- County State Aid Highway 22
- County State Aid Highway 23
- County State Aid Highway 24
- County State Aid Highway 25
- County State Aid Highway 26
- County State Aid Highway 27
- County State Aid Highway 28
- County State Aid Highway 29
- County State Aid Highway 31
- County State Aid Highway 32
- County State Aid Highway 33
- County State Aid Highway 35
- County State Aid Highway 37

4. County Road means the following roads located in Waseca County:

- County Road 51
- County Road 52
- County Road 53
- County Road 54
- County Road 55
- County Road 56
- County Road 57
- County Road 58
- County Road 59
- County Road 60
- County Road 61
- County Road 62
- County Road 63
- County Road 64
- County Road 65
- County Road 66
- County Road 67
- County Road 68
- County Road 70
- County Road 71
- County Road 72
- County Road 73
- County Road 74
- County Road 75
- County Road 76
- County Road 77
- County Road 78
- County Road 79
- County Road 101
- County Road 102

- County Road 103
- County Road 115

Subdivision 3. Permitted Operation of ATVs on roads in Waseca County.

1. Except as provided below and in Minnesota Statute § 84.928, subd. 1(e), it shall be unlawful for any person to operate an all-terrain vehicle on the roadway, shoulder or inside bank or slope of any County State Aid Highway or county road within Waseca County.

2. It shall be permissible to operate an all-terrain vehicle on the roadway on the following County State Aid Highways and County Roads within Waseca County:

- County State Aid Highway 1
- County State Aid Highway 2
- County State Aid Highway 3
- County State Aid Highway 4
- County State Aid Highway 5
- County State Aid Highway 6
- County State Aid Highway 7
- County State Aid Highway 8
- County State Aid Highway 9
- County State Aid Highway 10
- County State Aid Highway 11
- County State Aid Highway 12
- County State Aid Highway 13
- County State Aid Highway 14
- County State Aid Highway 15
- County State Aid Highway 16
- County State Aid Highway 17
- County State Aid Highway 18
- County State Aid Highway 19
- County State Aid Highway 20
- County State Aid Highway 21
- County State Aid Highway 22
- County State Aid Highway 23
- County State Aid Highway 24
- County State Aid Highway 25
- County State Aid Highway 26
- County State Aid Highway 27
- County State Aid Highway 28
- County State Aid Highway 29
- County State Aid Highway 31
- County State Aid Highway 32

- County State Aid Highway 33
- County State Aid Highway 35
- County State Aid Highway 37
- County Road 51
- County Road 52
- County Road 53
- County Road 54
- County Road 55
- County Road 56
- County Road 57
- County Road 58
- County Road 59
- County Road 60
- County Road 61
- County Road 62
- County Road 63
- County Road 64
- County Road 65
- County Road 66
- County Road 67
- County Road 68
- County Road 70
- County Road 71
- County Road 72
- County Road 73
- County Road 74
- County Road 75
- County Road 76
- County Road 77
- County Road 78
- County Road 79
- County Road 101
- County Road 102
- County Road 103
- County Road 115

3. Persons operating all-terrain vehicles on any of the roadways listed above must operate the all-terrain vehicle on the extreme right hand side of the road, making left turns across the road only if it is safe to do so under prevailing conditions.

4. Persons operating all-terrain vehicles within the right of way of any of the roadways listed above shall not operate their ATV on the inside slope, ditch bottom or outside slope of the right of way, between April 1 and August 1,

unless such operation is otherwise permitted by appropriate trail designation or signage.

5. Except as otherwise provided in this Ordinance, all operation of all-terrain vehicles shall be in compliance with Minnesota Statutes § 84.92-84.928, as well as any other federal, state, or local rule or regulation.

Subdivision 4. Adoption of Ordinance.

Passed by the County Board of Commissioners this 6th day of April, 2010.

Passed:	Yes
AYES:	5
NAYS:	0
ABSENT:	0

Mark Leiferman, Planning & Zoning Director, introduced a request for a conditional use permit from Scott Singlestad and Ulland Brothers, Inc., to expand gravel pit operations to include material processing in Otisco Township, Section 12, Zoned A-1 Agricultural Protection District. Said permit has 41 attached recommended conditions. Paul Dressler, County Attorney, advised the board as to their options to approve or deny this permit. Discussion ensued.

Valerie Raverty, representing Ulland Brothers, addressed the board concerning dust control.

Morris moved and Kuhns seconded the motion to change condition #22 to read as follows with the modified sentence being underlined:

Road Issues

22. The expansion of the requested mining activity shall utilize hard surfaced (gravel, blacktop or concrete) public roads for materials hauled to and from the Highway 14 project. Waseca County 305th Avenue is approved and allowed as a transportation route for the proposed mining use if authorized by Otisco Township. Since 305th Avenue is a gravel township road and is narrow, hilly and has the ability to produce dust, this in turn has the potential to contribute to nuisance issues and safety concerns. Trucks shall not park on the roadway in such a manner as to prohibit the movement of vehicles on 305th Avenue. The start times for trucks waiting to load and haul from the pit shall be staggered to limit the number of trucks stacked on the roadway waiting to be filled. Hauling materials to



Le Sueur County, MN

Tuesday, June 2, 2015

Board Meeting

Item 11

Future Meetings

Staff Contact:

Future Meetings 2015

June 2, 2015	Board Meeting, 9:00 a.m.
June 6, 2015	German-Jefferson Sewer Board Neighborhood Work Session *9:00a.m. and 1:00 p.m. held at Marysburg Catholic Church located at 27528 Patrick St. in Madison Lake
June 9, 2015	No Board Meeting
June 11, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
June 13, 2015	German-Jefferson Sewer Board Neighborhood Work Session *9:00a.m. and 1:00 p.m. held at Marysburg Catholic Church located at 27528 Patrick St. in Madison Lake
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. (see next item)
July 28, 2015	Joint City of St. Peter/Le Sueur County Meeting, 11:00 a.m. at Whiskey River after Board Meeting
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.
September 1, 2015	Board Meeting, 9:00 a.m.
September 7, 2015	Labor Day, Offices Closed
September 8, 2015	No Board Meeting

September 10, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
September 15, 2015	Board Meeting, 9:00 a.m.
September 17, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
September 22, 2015	Board Meeting, 9:00 a.m.
September 29, 2015	No Board Meeting
October 6, 2015	Board Meeting, 9:00 a.m.
October 8, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
October 13, 2015	No Board Meeting
October 15, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
October 20, 2015	Board Meeting, 9:00 a.m.
October 27, 2015	Board Meeting, 9:00 a.m.