



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
COMMISSION CHAMBERS  
May 19, 2015**

1. **9:00 am Agenda and Consent Agenda**  
RE: May 5, 2015 Minutes and Summary Minutes  
RE: Le Sueur County Wireless Telecommunication Device Information  
RE: CD #51 Repair Request
2. **9:05 am Claims (10 min)**
3. **9:15 am Human Services**
4. **10:15 am Miranda Rosa (10 min)**
5. **10:30 am County Ditch #58 Public Hearing (45 min)**
6. **11:15 a.m. Human Resources (10 min.)**
7. **11:25 am Darrell Pettis, County Administrator**  
RE: Le Sueur County HRA Board Appointments Needed (Gliszinski and Wetzel districts)  
RE: County Ditch Spraying Quote  
RE: 2014 Road and Bridge Annual Report  
RE: State Aid Funding  
RE: Planning for Future County Technology Needs  
RE: 2015 Federal Supplemental Boating Safety Patrol Grant Agreement

RE: Award County Wide Seal Coat Contract  
RE: Award CSAH 26 & 28 Microsurfacing Contract

8. **Future Meetings**



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# **Le Sueur County, MN**

**Tuesday, May 19, 2015**

**Board Meeting**

## **Item 1**

### **9:00 am Agenda and Consent Agenda**

*RE: May 5, 2015 Minutes and Summary Minutes*

*RE: Le Sueur County Wireless Telecommunication Device Information*

*RE: CD #51 Repair Request*

Staff Contact:

## Minutes of Le Sueur County Board of Commissioners Meeting May 5, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, May 5, 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 Gliszinski, seconded by Connolly and unanimously approved, the Board approved the agenda for the business of the day.

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

- Approved the April 28, 2015 County Board Minutes and Summary Minutes
- Approved the CD #19 Repair Request
- Approved the Off-Sale Liquor License for Boondocks of Cleveland, LLC

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

|            |              |
|------------|--------------|
| Soc Serv:  | \$ 39,218.98 |
| Financial: | \$ 17,559.51 |

Josh Kavanagh, Biologist and Jim Streifel, Engineer with Ducks Unlimited appeared before the Board to discuss Sanborn Lake and its impact on CD #54.

Dave Tietz, Sheriff and Mitch Overn, Jail Administrator appeared before the Board with one item for approval.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved to move forward with preparations for an in-house medical care contract.

Dave Scheiber appeared before the Board to discuss Ottawa area environmental concerns.

Cindy Westerhouse, Human Services appeared before the Board with several items for approval and discussion.

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved the recommendation to hire Joshua Mankowski, as a full time Environmental Resources Specialist in Environmental Services Water Planning Department, as a Grade 10, Step 1 at \$21.55 per hour, effective May 26, 2015.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the recommendation to hire Charlie Anderson, as a full time Highway Maintenance Worker in the Highway Department, as a Grade 6, Step 1 at \$17.07 per hour, effective May 18, 2015.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the following three Additional Step Request criteria to be added to the Personnel Policy:

1. Adjustment is \$0.50 per hour or less.
2. Added responsibilities that the employee has already been doing.
3. Supervisor salary is less than subordinates.

Kathy Brockway, Planning and Zoning appeared before the Board with one item for approval.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved and authorized the Chair to sign the FY 2015 State of Minnesota Board of Water and Soil Resources Competitive Grants Program Grant Agreement for the following Grant Programs:

Francis Rays Sakatah Tetonka Lakes Septic Inventory in the amount of \$332,800  
Lake Volney Targeted Restoration in the amount of \$325,240

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

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved the Roadside Vegetation Management spraying proposal.

The following Bituminous Project bids were received for SAP 40-614-010, SAP 40-628-023, CP 2215 and CP 2315:

|   |                |
|---|----------------|
| Central Specialties, Alexandria, MN     | \$3,697,015.29 |
| Crane Creek Construction, Faribault, MN | \$3,253,901.94 |
| SMC/OMG Midwest                         | \$3,419,103.25 |
| William Mueller & Sons, Hamburg, MN     | \$3,329,361.40 |

On motion by King, seconded by Connolly and unanimously approved, the Board approved to award the SAP 40-614-010, SAP 40-628-023, CP 2215 and CP 2315 Bituminous Project to Crane Creek Construction in the amount of \$3,253,901.94.

The following Seal Coat bids were received for SAP 40-030-011 and CP 2415:

|                                     |                |
|-------------------------------------|----------------|
| ASTECH, St. Cloud, MN               | \$841,810.76   |
| Pearson Bros. Inc., Hanover, MN     | \$1,071,515.03 |
| Scott Construction, Lake Delton, WI | \$1,155,964.34 |

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved to reject the ASTECH seal coat bid due to a mathematical error.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved to award the SAP 40-030-011 and CP 2415 Seal Coat Project to Pearson Bros. Inc., in the amount of \$1,071,515.03.

The following Micro Surfacing Project bids were received for SAP 40-626-044 and SAP 40-628-029:

ASTECH, St. Cloud, MN

\$503,527.50

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved to award the SAP 40-626-044 and SAP 40-628-029 Micro Surfacing Project to ASTECH in the amount of \$503,527.50.

The following County Wide Restriping Project bids were received:

AAA Striping \$161,934.84

Traffic Marking Service \$165,088.24

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved to award the County Wide Restriping Project to AAA Restriping in the amount of \$161,934.84.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved the following claims:

| <b>Warrant #</b>                     | <b>Vendor Name</b>               | <b>Amount</b> |
|--------------------------------------|----------------------------------|---------------|
| 35845                                | Bolton & Menk Inc.               | \$ 3,450.00   |
| 35853                                | Contech Engineered Solutions LLC | \$ 19,274.72  |
| 35862                                | Genesis                          | \$ 3,950.10   |
| 35867                                | IdentiSys                        | \$ 5,999.18   |
| 35876                                | MN Counties Computers Coop       | \$ 2,475.00   |
| 35890                                | Revize LLC                       | \$ 2,400.00   |
| 35896                                | S.E.H. Inc.                      | \$ 15,649.92  |
| 35901                                | S.M.C. Co. Inc.                  | \$ 3,554.37   |
| 35909                                | Tri-County Solid Waste           | \$ 3,762.83   |
| 35917                                | Watch Guard Video                | \$ 5,020.00   |
| 35920                                | Wenck Associates Inc.            | \$ 24,345.50  |
| 35922                                | Ziegler Inc.                     | \$ 17,879.41  |
| 73 Claims paid less than \$2,000.00: |                                  | \$ 34,989.49  |
| 12 Claims paid more than \$2,000.00: |                                  | \$107,761.03  |
| 85 Total all claims paid:            |                                  | \$142,750.52  |

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday May 19, 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 5, 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](http://www.co.le-sueur.mn.us).

● The Le Sueur County Board of Commissioners met in regular session on Tuesday, May 5, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfsing, 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. (Gliszinski-Connolly)

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

- Approved the April 28, 2015 County Board Minutes and Summary Minutes

- Approved the CD #19 Repair Request

- Approved the Off-Sale Liquor License for Boondocks of Cleveland, LLC

● The following cases and claims were approved: (King-Connolly)

Soc Serv: \$ 39,218.98 and Financial: \$ 17,559.51

● The Board approved to move forward with preparations for an in-house medical care contract. (Connolly-Gliszinski)

● The Board approved the recommendation to hire Joshua Mankowski, as a full time Environmental Resources Specialist in Environmental Services Water Planning Department, as a Grade 10, Step 1 at \$21.55 per hour, effective May 26, 2015. (Rohlfing-King)

● The Board approved the recommendation to hire Charlie Anderson, as a full time Highway Maintenance Worker in the Highway Department, as a Grade 6, Step 1 at \$17.07 per hour, effective May 18, 2015. (Gliszinski-Connolly)

● The Board approved the following three Additional Step Request criteria to be added to the Personnel Policy: (Gliszinski-Connolly) Adjustment is \$0.50 per hour or less, added responsibilities that the employee has already been doing and if supervisor salary is less than subordinates.

● The Board approved and authorized the Chair to sign the FY 2015 State of Minnesota Board of Water and Soil Resources Competitive Grants Program Grant Agreement for the following Grant Programs: (King-Rohlfing)

Francis Rays Sakatah Tetonka Lakes Septic Inventory in the amount of \$332,800 and Lake Volney Targeted Restoration in the amount of \$325,240

● The Board approved the Roadside Vegetation Management spraying proposal. (Rohlfing-King)

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•The Board approved to reject the ASTECH seal coat bid due to a mathematical error.  
(Rohlfing-Gliszinski)

•The Board approved to award the SAP 40-030-011 and CP 2415 Seal Coat Project to Pearson Bros. Inc., in the amount of \$1,071,515.03. (Gliszinski-Connolly)

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•The Board approved to award the SAP 40-626-044 and SAP 40-628-029 Micro Surfacing Project to ASTECH in the amount of \$503,527.50. (King-Rohlfing)

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•The Board approved to award the County Wide Restriping Project to AAA Restriping in the amount of \$161,934.84. (Connolly-Rohlfing)

•The Board approved the following claims: (Rohlfing-Connolly)

| Warrant #                            | Vendor Name                      | Amount       |
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| 35845                                | Bolton & Menk Inc.               | \$ 3,450.00  |
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| 85 Total all claims paid:            |                                  | \$142,750.52 |

•The Board adjourned until Tuesday May 19, 2015 at 9:00 a.m. (Connolly-King)

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

# Le Sueur COUNTY

## Wireless Telecommunication Device Policy

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### POLICY STATEMENT

The purpose of this policy is to define standards, procedures, and expectations for any users who access County data from mobile devices connected to external networks outside of Le Sueur County's direct control.

This policy recognizes that now and in the future, Le Sueur County business will be conducted on both County-owned and personally-owned mobile devices. This policy must be followed by all mobile device users no matter who owns the device.

Examples of mobile devices that this policy applies to include: cellular smartphones, tablets, e-readers, and other similar mobile wireless devices with computing functionality. This list is not exhaustive, will change over time, and is intended for illustration only.

The primary goal of this policy is to protect the integrity of the private and confidential client and business data that resides within Le Sueur County's technology resources, particularly when it is accessed by or transferred to mobile devices which, by their very nature, can be easily lost or stolen. This policy is intended to prevent these data from being deliberately or inadvertently stored insecurely on a mobile device, or carried over or stored on an insecure network, where the data potentially can be accessed by unsanctioned resources or persons. A breach of this type could result in loss of information, damage to critical applications, damage to the County's public image and liability to the County or third persons. Therefore, all users employing a mobile device connected to an external network outside of Le Sueur County's direct control to backup, store, and otherwise access County data or technology resources must adhere to County-defined policies and processes for doing so.

Secondary goals of this policy are to help employees work with maximum efficiency and to ensure accountability of public funds entrusted to Le Sueur County.

### DEFINITIONS

**Business use:** work-related responsibilities required by an employee's position or role assigned by the employee's supervisor, manager, department head or other county official.

**Convenience-level access:** using the operating system of the device when purchased from the manufacturer users can connect (i.e. synchronize their device) to Le Sueur County's email network through its mobile device management system. This level of access limits users to see email, calendar, contacts and tasks data that make up the County's email system.

**County email system:** Data and services associated with the County-provided email system including calendaring, contact information, task management, etc. (also known as "Outlook" by users).

**County-owned:** a device that is purchased by, and provisioned by, Le Sueur County for use by County employees or associates<sup>1</sup>. **County-sanctioned devices** are devices that are not owned by the County, but may instead be used by employees or associates of the County for county business use.

**Data Security Officer:** An employee in the Information Technology department who is responsible for developing and implementing a security risk management program for the County's technology resources; publishing enterprise-wide security policies, procedures, and responsibilities; and providing programs and processes to implement these security risk management policies.

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<sup>1</sup> Associates are defined as people who are not employees but who work within County facilities or its networks to provide services to the County. Associates may include employees of vendors or contractors, interns, volunteers, or others.

**Designee:** For purposes of this policy, designee means one or more individuals to whom the County Administrator has delegated authority under this Policy by written delegations, which identify the authorities delegated, the individuals to whom authority is delegated, and the duration of the delegation. This written delegation document will be maintained on file with the Clerk to the Board.

**Information Technology department (IT):** IT staff provide services to all County employees who require telephone or computing technology hardware and software to perform their jobs. IT services include project management and business analysis, software development, maintenance, support, security and administration for: web-based applications, third-party applications, client records and document management systems, databases, the County's intranet and external website, and all virtual and physical desktop or mobile devices.

**Mobile device:** A tablet computer, mobile phone (also known as a "smart" phone), or other portable device with a proprietary operating system that is small enough to be easily transported and conveniently used in temporary remote work locations such as client settings, airplanes, libraries, temporary offices, and off-site meetings.

**Mobile device management (MDM):** a software system that acts as an over-the-air electronic gateway between an array of mobile devices and an organization's data and networks. MDM also blocks unauthorized users from synchronizing with technology resources and enforces device registration, authenticates users, encrypts data in transit and at rest on the device, enforces security protocols such robust passwords, and can remotely wipe (delete) all business-related data from devices that are compromised. Also known as a Mobile Applications Management system.

**Mobile phones:** Also known as "cellular phones", "cell phones", or "smart phones", a portable electronic device used for mobile voice or data communication over a network of specialized base stations.

**Personally-owned or privately-owned devices:** For the purposes of this policy, computing devices such as mobile phones and tablet computers that have been purchased and are maintained exclusively by an employee, county elected official, contractor, intern, or volunteer, and that are used for mobile voice or data communication for both business and personal use.

**Provisioned:** software or other customized operations system changes, including those necessary to support security protocols, installed on mobile devices by either the County or a device manufacturer. Applications for tablets may also be County-provisioned so that devices connect with County technology resources.

**Technology resources:** all of the components required to deliver or access IT services, including hardware, software, telecommunications, data networks, infrastructure, and other similar components.

**Users:** any elected official, employee (i.e., a person who is appointed to a non-limited or limited term of employment, contractor, vendor, intern, or volunteer who is provided access to Le Sueur County data or networks for business purposes.

## **GENERAL**

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### **SCOPE and APPLICABILITY**

This policy relates to the purchase, use of, and connectivity to County technology resources, whether by personally-owned or County-issued devices. It applies to all Le Sueur County elected officials, employees (including full and part-time staff), temporary staff, interns, volunteers, and contractors or vendors who use either a County-owned or personally-owned mobile device to access County technology resources such as any County data on any County network. Access to technology resources is a privilege, not a right, and employment at Le Sueur County does not automatically guarantee the initial and ongoing privilege to use mobile devices to gain access to County technology resources.

Employees will follow all local, state, and federal regulations regarding the use of mobile devices while operating motor vehicles or heavy machinery. If possible, employees should pull off the road or use a hands-free device to conduct legally-allowed business using a mobile device while operating a motor vehicle. The Sheriff's Office may promulgate supplemental policies which will supersede the application of this section to licensed law enforcement employees.

All work-related photographs and/or videos captured on a County-owned mobile device are considered governmental data and shall be transferred to government computers for proper documentation and storage promptly. Similarly, all work-related photographs and/or videos captured on a non-County-owned mobile device are also considered governmental data and shall be transferred to government computers for proper documentation and storage promptly. Employees must exercise discretion with personal use of mobile devices when using a County-owned mobile device.

Employees authorized to use text messaging for County business may only do so for messages that do not need to be retained by Le Sueur County. Examples include notices of meetings, directions, and non-protected scheduling information, and other routine messages that would not be filed if it were a paper communication. Employees are prohibited from using text messages to send policy, contract, personnel or private client-related County data. Employees are prohibited from sending text messages containing governmental information classified as confidential, private, or non-public in Chapter 13 of Minnesota State Statute. If text messages need to be saved under Le Sueur County retention policies, employees must be able to transfer messages to their Department's network drive.

If a question arises regarding the retention of an electronic communication on a mobile device, the employee shall analyze the information and determine whether retention is required by federal, state or local regulations or policies. All users, of either County-owned or non-County-owned mobile devices, shall preserve all governmental data required to be maintained pursuant to the adopted records retention schedule of Le Sueur County for the required period on a County-owned server in a format that preserves the integrity of the original record and is easily accessible as required by state and federal laws.

This policy is complementary to any previously implemented policies dealing specifically with data access, data storage, data movement, and connectivity of mobile devices to any element of the County network.

#### CRITERIA

##### *Device ownership preference*

Based on necessity for his/her job, Le Sueur County's first preference is for employees to use personally-owned devices for approved business uses. The second preference is for Le Sueur County to approve County-owned mobile devices for employees to use as necessary to perform their work functions.

Nonexempt employees who access County systems with mobile devices may not work non-shift hours without authorization or direction from a supervisor.

##### *Compliance and Data Maintenance*

All employees who access County technology resources using a mobile device must sign a user agreement, which is time-limited and must be reviewed and renewed annually. As part of this process, employees are responsible for updating their list of active devices with the County. The signed user agreement will be kept on file with the IT Department.

IT staff provide department heads annually with a list of employees who access county data/networks using mobile devices under this policy. Department heads must review this list and confirm with IT staff that access has been terminated for:

- current employees who no longer require access,
- devices that are no longer in use,
- users who are on unpaid leave or whose access has otherwise been eliminated by department managers,
- or users who are no longer employed by Le Sueur County, so that their access can be terminated.

Department heads must notify IT Department immediately when an employee leaves employment with Le Sueur County and must also complete termination of connection to County's network form provided by IT department.

## AFFECTED TECHNOLOGY

Any device remotely connecting to the County's technology resources must be manufactured with software that allows connectivity and synchronization. Such devices must also be compatible with the County's Mobile Device Management (MDM) system. Not all personally-owned devices come with software that allows this connectivity. Connectivity of all mobile devices will be centrally managed by the Le Sueur County IT department and will require use of security protocols such as authentication and strong encryption measures, as outlined in the user agreement.

## PROCEDURES

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If the MDM system fails for any reason, or some other network-wide technology system fails, all mobile device users with access to County technology resources must ensure that all security protocols normally used in the management of County data continue to be followed. It is imperative that any mobile device that is used to conduct Le Sueur County business be used appropriately, responsibly, and ethically. Failure to do so may result in immediate suspension of the user's access privileges to County technology resources in order to protect the County's data and technology resources.

## ACCESS CONTROL

1. Le Sueur County, through its Information Technology Director, reserves the right to refuse to connect or to remove the connection of mobile devices to the County's technology resources if the County reasonably believes that the mobile devices pose or might pose a risk to the County's technology resources, data, users or clients, or if otherwise deemed appropriate by management.
2. Any personally-owned devices must have sufficient minimum functionality to allow security protocols (such as encryption, password lockouts, and others) in order for them to be connected to County technology resources. Such devices must also be compatible with the County's MDM system.

## SECURITY

3. For any devices connected to County technology resources that are lost or stolen, whether County owned or personally owned, the user of that device shall immediately report the loss to the Le Sueur County Help Desk and the user's supervisor.

When notified by Help Desk staff, the Data Security Officer will follow the established guidelines to determine next steps. If the device is owned by the user, the user is responsible for notifying his/her wireless service provider of the loss or theft.

4. Le Sueur County, through its Information technology Director, intends to remotely delete or wipe business- related messages and data from mobile devices, including personally-owned mobile devices, when the device has been reported to be lost or stolen. While Le Sueur County intends that the capability of its mobile device management system will not be used to delete personal messages and data from personally-owned devices, Le Sueur County cannot and does not guarantee that such personal messages and data will never be remotely deleted or wiped. Prudent owners of mobile devices should back up their personal messages and data that are stored on their personal devices.
5. All mobile devices, whether county-owned or personally-owned, will also be remotely wiped of all business data if the user is no longer a County employee, or for the duration of any unpaid leave. This remote wipe will occur when the user is removed from the MDM system, after the employee's Department head notifies the IT Department to disconnect the device from the County's network.
6. Devices whose users modify hardware or software installed to enforce security protocols (known as "jail-breaking", an action to replace or over-ride the device's native operating system or other security systems installed on the device), will not be allowed access to County technology resources.
7. IT will manage security policies, network, application, and data access centrally using whatever technology solutions it deems suitable. Any attempt to contravene or bypass these security systems will be deemed an intrusion attempt and could be dealt with in an appropriate manner.

8. All employees must remove County-specific data from mobile devices, whether County owned or personally owned, when such data are no longer required for performance of the employee's job duties.

#### HELP & SUPPORT

9. Le Sueur County supports technology that is used by its employees to conduct County business. However, Le Sueur County, through its Information Technology Department, reserves the right to establish and implement a system of prioritizing the allocation of resources for providing such help and support.
10. The Information Technology Department places the highest priority on providing support and help to users of County-owned mobile devices. The Information Technology Department places the next to highest priority on providing support and help to users of personally-owned devices that have been approved for business use. The lowest priority will be given to users of personally-owned mobile devices with only convenience-level access. Help and support for convenience access users will be limited to establishing connectivity to Le Sueur County's wireless networks and synchronization with Le Sueur County email and calendar system, as time allows.
11. Information Technology staff will maintain a list of mobile devices, both County-owned and personally-owned, for which the Information Technology Department is able to provide help and support. The Information Technology Department will provide help and support only in connection with devices that are County-owned or are personally-owned devices.
12. Mobile device malfunctions unrelated to connectivity to Le Sueur County technology resources on personally-owned mobile devices are addressed by the owner's service provider, not Le Sueur County Information Technology Department.

#### USER COMPLIANCE

Users who are authorized to bring their own device to work:

- Have no expectation of privacy for data contained on the portion of the device that is used for business purposes. All business-related messages and data transmitted through the County's technology resources are the property of Le Sueur County and are subject to being accessed, remotely deleted, or disclosed to Le Sueur County at all times and without notice.
- Have a high but not a guaranteed expectation of privacy for data contained on the portion of a personally-owned device that is used for personal purposes. Le Sueur County does not intend to intentionally access, delete or disclose data contained on the portion of the device that is used for personal purposes, unless directed to do so by the employee. However, it is possible that such access, deletion or disclosure may inadvertently or accidentally occur.
- Are responsible for all costs to replace or repair their own device. Further, Le Sueur County will not provide any monetary allowance or reimbursement for employee's using their own device.

Employees that are issued a County-owned mobile device are prohibited from the following:

- Using the equipment for personal profit or gain.
- Using equipment to transmit, receive or distribute pornographic, obscene, abusive, or sexually explicit materials, or materials containing unclothed or partially unclothed people.
- Violating any local, state, or federal law or engaging in any type of illegal activity.
- Using the mobile device to engage in any type of harassment or discrimination, including but not limited to sexual harassment and harassment based upon race, gender, sex, sexual orientation, religion, national origin, marital status, status with respect to public assistance, disability or any other type of harassment or discrimination prohibited by law and County policy.
- Using the mobile device to engage in any type of commercial enterprise unrelated to the specific purposes and needs of Le Sueur County.

- Using the mobile device to engage in any form of solicitation.
- Using the mobile device to promote any political causes.

Whether using County-owned or personally-owned mobile devices to conduct County business, all users must cooperate with the staff in the Information Technology Department and the County Attorney's Office to preserve electronic records or data stored on the device that show the use of the device, and that are relevant to the subjects of lawsuits or audits involving the County, its officials and employees. All mobile device users must immediately surrender the device for purposes described in this paragraph if requested to do so.

Users of County-owned or personally-owned mobile devices who seek access to County technology resources must confirm that they have read and understand this policy and must complete a training session about this policy. The training will include discussion of the responsibilities described in the user agreement. No user agreement will be accepted until the training is complete, and no access to County technology resources will be allowed without proof of a signed user agreement.

*Disciplinary action for failure to comply with this policy*

Employees failing to adhere to this policy may, at the full discretion of the employee's supervisor in consultation with IT, result in the suspension of any or all technology use and connectivity privileges. When violations of this Policy occur, County disciplinary procedures will be followed. If the employee is subject to a collective bargaining agreement, the disciplinary procedures in the agreement will be followed.

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Chair, Le Sueur County Board of Commissioners

Date

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Le Sueur County Administrator

Date

## **Le Sueur County Wireless Telecommunication Device User Agreement**

|                                       |   |
|---------------------------------------|---|
| <b>Purpose</b>                        | Le Sueur County supports the use of Wireless Telecommunication Devices, including cell phones, smart phones, tablets as an efficient tool for accomplishing work. Because an efficient administrative process is desired, County-wide policy and procedures regarding the purchase and use of Wireless Telecommunication Devices has been developed.  |
| <b>Policy and<br/>Appropriate Use</b> | It is the responsibility of any employee of Le Sueur County who uses a wireless device to access County data/resources to ensure that all efforts be made to protect the security of the data, including adherence to the Le Sueur County Wireless Telecommunication Device Policy and abiding by security requirements identified for wireless equipment.  |
| <b>Access Control</b>                 | <p>Le Sueur County reserves the right to authorize access to the County network or County-connected infrastructure whether through County-owned wireless devices or personally owned equipment. An employee considering the use of personally owned equipment is required to consult with IT to confirm that the device is capable of supporting a County connection.</p> <p>The County reserves the right to refuse, by physical and non-physical means, the ability to connect a wireless device to County and County-connected infrastructure. Devices that do not meet requirements may not be connected to the County infrastructure. The County reserves the right to remain current with security requirements and/or changes in technology. The county reserves the right to remotely wipe a mobile device that has been lost or stolen. In general all devices must:</p> <ul style="list-style-type: none"><li>• Utilize screen lock/password capability</li><li>• Support the Microsoft ActiveSync (Exchange ActiveSync) application allowing a mobile device to synchronize with either a desktop PC or Le Sueur County's email server.</li><li>• Add any additional mobile device management software as adopted by the Information Technology Department for secure login and data security enforcement.</li></ul> |
| <b>Security</b>                       | <p>All mobile devices connected to the County infrastructure must conform to minimum security standards published by Le Sueur County. In the event that a mobile device connected to the County network is lost or stolen, it is the responsibility of the user of that device to immediately report the loss to their supervisor or the IT Department. The employee is also responsible for notifying their service provider.</p> <p>Employees using mobile devices and related software for network and data access will use the security features prescribed by the County including password protection and encryption. Any mobile device that is being used to store Le Sueur County data must adhere to the authentication requirements of Le Sueur County.</p> <p>The Le Sueur County Information Technology Department will manage security policies, network, application, and data access centrally using whatever technology</p>   |

solutions it deems suitable. Any attempt to contravene or bypass said security implementation will be deemed an intrusion attempt and will be dealt with in accordance with County Personnel Policies.

All employees must allow the Information Technology Department to remove County specific data and software from their personal wireless device when such data are no longer required.

|                                |  |
|--------------------------------|--|
| <b>Wireless Authorization</b>  | This signed agreement must be completed prior to connecting personal devices to County-owned resources.  |
| <b>Help &amp; Support</b>      | The level of support provided for personally owned and approved wireless devices is limited to supplying necessary information for connecting to the Le Sueur County network. Information Technology is not responsible for the training, use or technical support of any personally owned device. |
| <b>Organizational Protocol</b> | Le Sueur County reserves the right to establish and access audit trails for devices attached to the County's network.  |
| <b>Violations</b>              | Any unintentional or deliberate violation of this policy by a County employee will be cause for appropriate disciplinary action up to and including discharge.   |

I, \_\_\_\_\_ have read and agree to the Le Sueur County Wireless Telecommunication Device Policy and User Agreement. I understand and agree to remove all County-specific data from my personal wireless device when such data is no longer required; and I will immediately report lost or stolen wireless devices to the Le Sueur County IT Department and my supervisor.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Supervisor Review**

Request is      Approved ☐   Denied ☐

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Department Head Review**

Request is      Approved ☐   Denied ☐

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Information Technology Director Review**

Request is      Approved ☐   Denied ☐

IT Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

County issued phone number: \_\_\_\_\_ ☐ IT Master list updated

## 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 # 51 located in Cordova Twp Sec 5 township(s).

Signed

Address & Phone No.

Gordon T. Tse  
Gordon

40874 231400

507-557-6142

Date: 4-27-15

Description of problem:

Repair tile culvert  
County Tile

Needs to be repaired

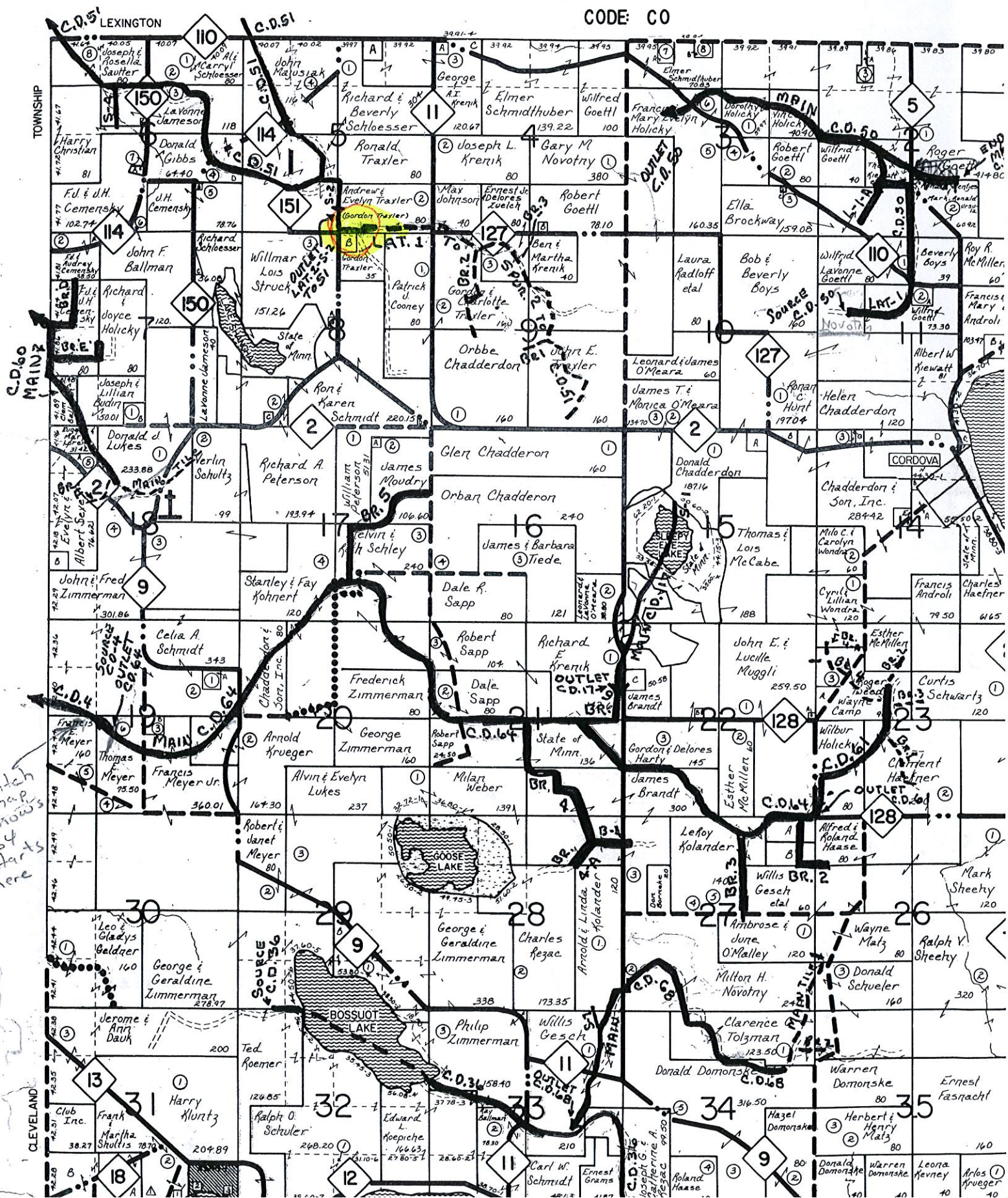
Roger Ruhl  
5-5, 2015

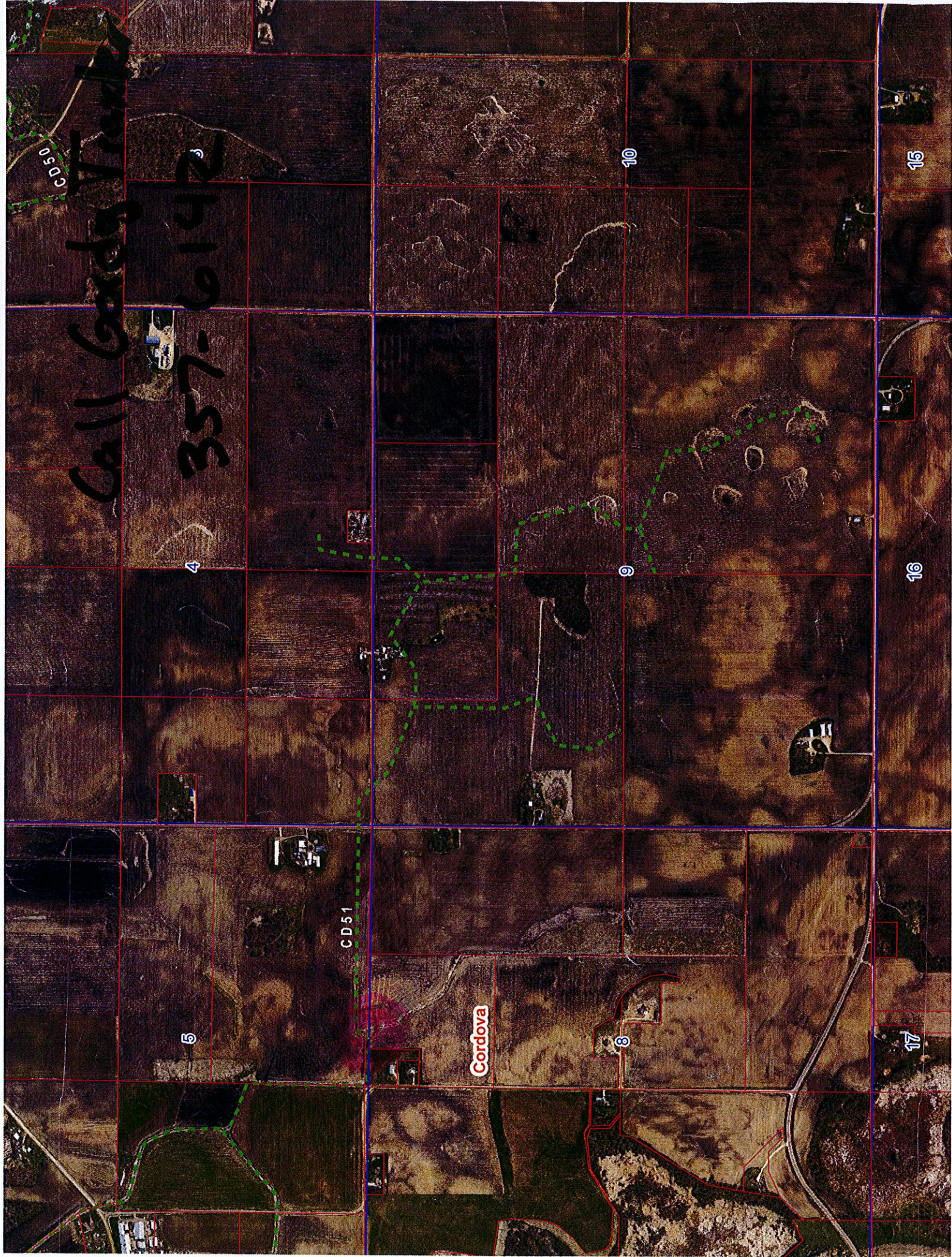
**MADE  
CORDOVA**

**TOWNSHIP: 110 N.**

RANGE: 24\

CODE: C0







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# **Le Sueur County, MN**

**Tuesday, May 19, 2015**

**Board Meeting**

## **Item 2**

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

**Staff Contact:**



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# **Le Sueur County, MN**

**Tuesday, May 19, 2015**

**Board Meeting**

## **Item 3**

**9:15 am Human Services**

**Staff Contact:**



# Department of Human Services

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

## Human Services Board Agenda May 19th , 2015 @ 9:15 a.m.

### 100- PRESENTATIONS/INTRODUCTIONS:

- 110 - "May is Mental Health Awareness Month" - Presentation

### 200- INFORMATIONAL ITEMS:

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

### 300- BOARD APPROVAL ITEMS:

- 310 - Pre-Paid Medical Assistance Program Re-Procurement  
Board Resolution
- 320 - Commissioner's Warrants



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# **Le Sueur County, MN**

**Tuesday, May 19, 2015**

**Board Meeting**

## **Item 4**

**10:15 am Miranda Rosa (10 min)**

**Staff Contact:**



*Changing the World One Life at a Time*

As of May 11<sup>th</sup> Le Sueur County Drug Court has six participants who have a combined 194 days of sobriety. There are four pending referrals for admission as well.

Participants have been admitted on a variety of charges, including:

- First Degree DWI
- 5<sup>th</sup> Degree Controlled Substance
- 2<sup>nd</sup> Degree Controlled Substance
- Fleeing an Officer
- Theft
- Check Forgery

Drug Court sessions are held every Monday at 4 p.m. and are open to the public.

**Mission Statement:**

Le Sueur County District Court, in the First Judicial District of Minnesota, provides a Post-Plea, Pre-Sentence, Drug Court Program to reduce chemical abuse and criminal behavior of non-violent adult offenders. Le Sueur County Drug Court's mission is to break the cycle of crime and addiction by providing chemically-addicted offenders with a multidisciplinary strategic response of treatment, support and legal accountability, thereby enhancing the quality of life of the community. The LSCDC provides strength-based interventions promoting healthy lifestyles, accountability for actions and positive family relationships through a collaborative effort between the Adult Justice System and the community. This collaboration results in educated and productive adults, healthy families and stronger, safer communities.

**Le Sueur County Drug Court recognizes that:**

- Addicts are most vulnerable to successful intervention when they are in the crisis of initial arrest and incarceration, so *intervention must be immediate.*
- Preventing gaps in communication and ensuring offender accountability are of critical importance, so *court supervision must be coordinated and comprehensive.*
- Addiction to drugs is a long-standing, debilitating condition, so *treatment must-be long-term and comprehensive.*
- Addiction seldom exists in isolation from other serious problems, which undermine rehabilitation, so *intervention must include other available services and resources such as mental health services, educational/vocational assessments and job placement.*
- Relapse and intermittent progress are part of the recovery process, so *sanctions and incentives must be integral to the drug court's intervention strategy.*

**The goals of the drug court are to:**

- Reduce participant involvement in the criminal justice system;
- Reduce costs associated with criminal justice system involvement;
- Reduce overcrowding of jails and prisons;
- Introduce participants to an ongoing process of recovery designed to achieve total abstinence from alcohol, abuse of prescription medication and illicit/illegal drugs;
- Hold offenders accountable, promote self-sufficiency and empower addicts to become productive and responsible members of the community; and,
- To promote effective interaction and use of resources among the courts, justice system personnel and community agencies.

## **Le Sueur County Convictions**

|   | <b>2010</b> | <b>2011</b> | <b>2012</b> | <b>2013</b> | <b>2014</b> |
|---|-------------|-------------|-------------|-------------|-------------|
| Felony Drug Convictions                 | 14          | 14          | 9           | 27          | 25          |
| Felony DWI Convictions                  | 3           | 7           | 4           | 0           | 1           |
| Other Non-Violent Felonies              | 61          | 97*         | 74          | 94          | 73          |
| % Men Convicted of non-violent crimes   | 77%         | 88%         | 68%         | 80%         | 90%         |
| % Women Convicted of non-violent crimes | 23%         | 12%         | 32%         | 20%         | 10%         |

\*Note there were 11 convictions of perjury this year – atypical for the county

**From 2010 and 2011 to 2013 there was a 93% increase in felony drug convictions**

# DRUG COURTS WORK!

## THE VERDICT IS IN...

In 25 years since the first Drug Court was founded, there has been more research published on the effects of Drug Courts than on virtually all other criminal justice programs combined.

The scientific community has put Drug Courts under a microscope and concluded that Drug Courts work. Better than jail or prison. Better than probation and treatment alone. Drug Courts significantly reduce drug use and crime and are more cost-effective than any other proven criminal justice strategy.

### + Drug Courts Reduce Crime

- FACT: Nationwide, 75% of Drug Court graduates remain arrest-free at least two years after leaving the program.
- FACT: Rigorous studies examining long-term outcomes of individual Drug Courts have found that reductions in crime last at least 3 years and can endure for over 14 years.
- FACT: The most rigorous and conservative scientific “meta-analyses” have all concluded that Drug Courts significantly reduce crime as much as 45 percent more than other sentencing options.

### + Drug Courts Save Money

- FACT: Nationwide, for every \$1.00 invested in Drug Court, taxpayers save as much as \$3.36 in avoided criminal justice costs alone.
- FACT: When considering other cost offsets such as savings from reduced victimization and healthcare service utilization, studies have shown benefits range up to \$27 for every \$1 invested.
- FACT: Drug Courts produce cost savings ranging from \$3,000 to \$13,000 per client. These cost savings reflect reduced prison costs, reduced revolving-door arrests and trials, and reduced victimization.
- FACT: In 2007, for every Federal dollar invested in Drug Court, \$9.00 was leveraged in state funding.

### + Drug Courts Ensure Compliance

- FACT: Unless substance abusing/addicted offenders are regularly supervised by a judge and held accountable, 70% drop out of treatment prematurely.
- FACT: Drug Courts provide more comprehensive and closer supervision than other community-based supervision programs.
- FACT: Drug Courts are six times more likely to keep offenders in treatment long enough for them to get better.

### + Drug Courts Combat meth addiction

- FACT: For methamphetamine-addicted people, Drug Courts increase treatment program graduation rates by nearly 80%.
- FACT: When compared to eight other programs, Drug Courts quadrupled the length of abstinence from methamphetamine.
- FACT: Drug Courts reduce methamphetamine use by more than 50% compared to outpatient treatment alone.

### + Drug Courts Restore Families

- FACT: Parents in Family Drug Court are twice as likely to go to treatment and complete it.
- FACT: Children of Family Drug Court participants spend significantly less time in out-of-home placements such as foster care.
- FACT: Family re-unification rates are 50% higher for Family Drug Court participants.

*Nationwide 75% of Drug Court graduates never see another pair of handcuffs!*

## **Resolution/Proclamation**

### **In Support of**

### **“National Drug Court Month”**

WHEREAS, Over the past twenty-five years Drug Courts have served over 1.4 million individuals; and

WHEREAS, Drug Courts are now recognized as the most successful criminal justice intervention in our nation’s history; and

WHEREAS, Drug Courts save up to \$27 for every \$1 invested and produce up to \$13,000 for every individual they serve; and

WHEREAS, 75% of Drug Court graduates will never see another pair of handcuffs; and

WHEREAS, Drug Courts significantly improve substance-abuse treatment outcomes, substantially reduce drug abuse and crime, and do so at less expense than any other justice strategy; and

WHEREAS, Drug Courts facilitate community-wide partnerships, bringing together public safety and public health professionals in the fight against drug abuse and criminality; and

WHEREAS, There are now 2,966 Drug Courts nationwide; and

WHEREAS, Drug Courts are the cornerstone of criminal justice reform sweeping the nation; and

WHEREAS, Drug Courts demonstrate that when one person rises out of drugs and crime, we ALL RISE; and

WHEREAS, The time has come to put a Drug Court within reach of every eligible person in need.

THEREFORE, BE IT RESOLVED, that Le Sueur County Board of Commissioners declares that “Drug Court Month” be established during the Month of May, 2015.



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# **Le Sueur County, MN**

**Tuesday, May 19, 2015**

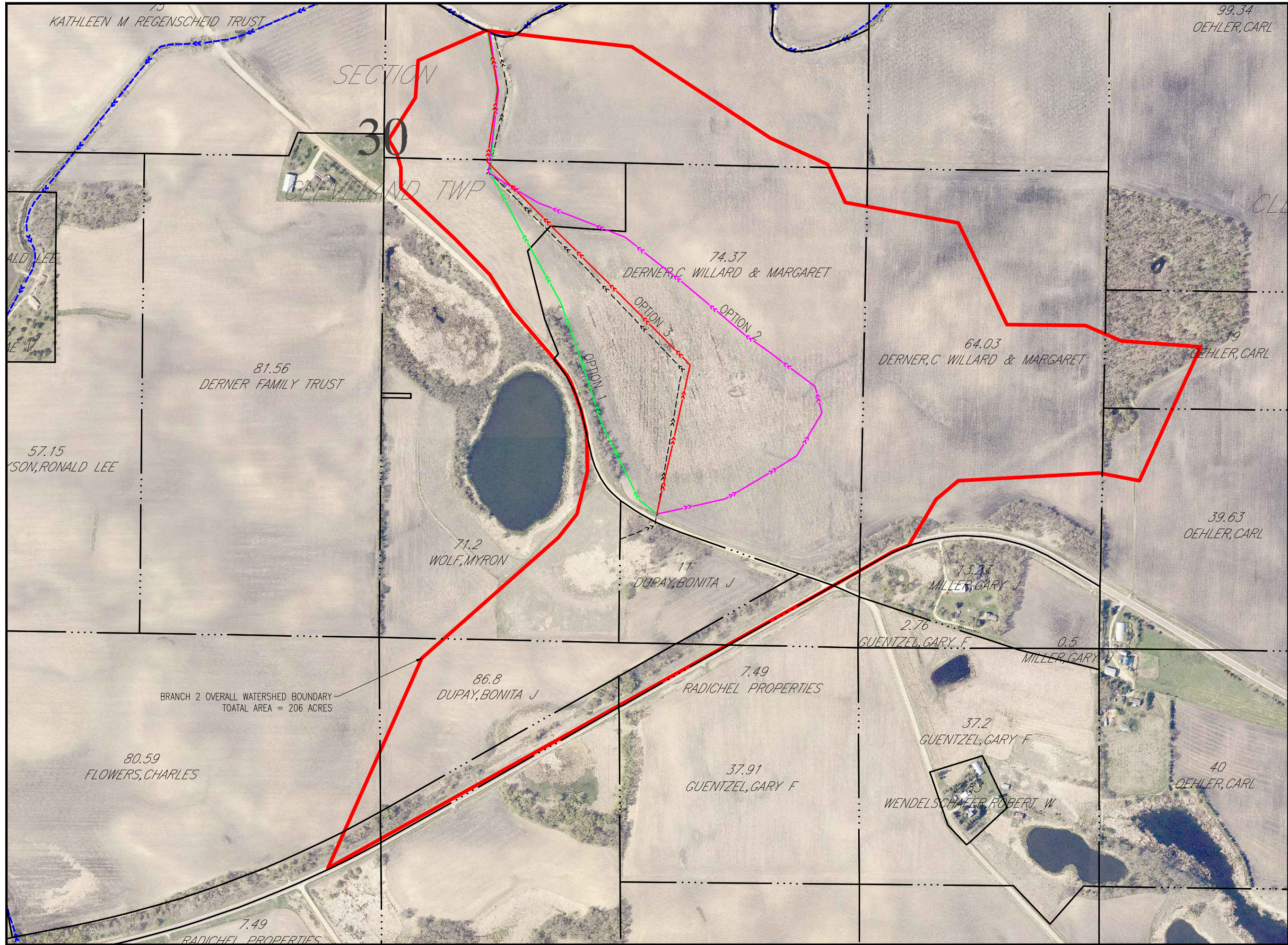
**Board Meeting**


## **Item 5**

**10:30 am County Ditch #58 Public Hearing (45 min)**

**Staff Contact:**








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CHARLES J. BRANDEL

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PROJECT

**LE SUEUR COUNTY**

**COUNTY DITCH NO. 58 REPAIRS**

CLEVELAND TWP. MINNESOTA

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PROJECT NO. 17265

FILE NAME 17265 CD 58 WATERSHED

DRAWN BY ASB/KDS

DESIGNED BY CJB/KDS/ASB

REVIEWED BY CJB

ISSUE DATE 03/24/2015

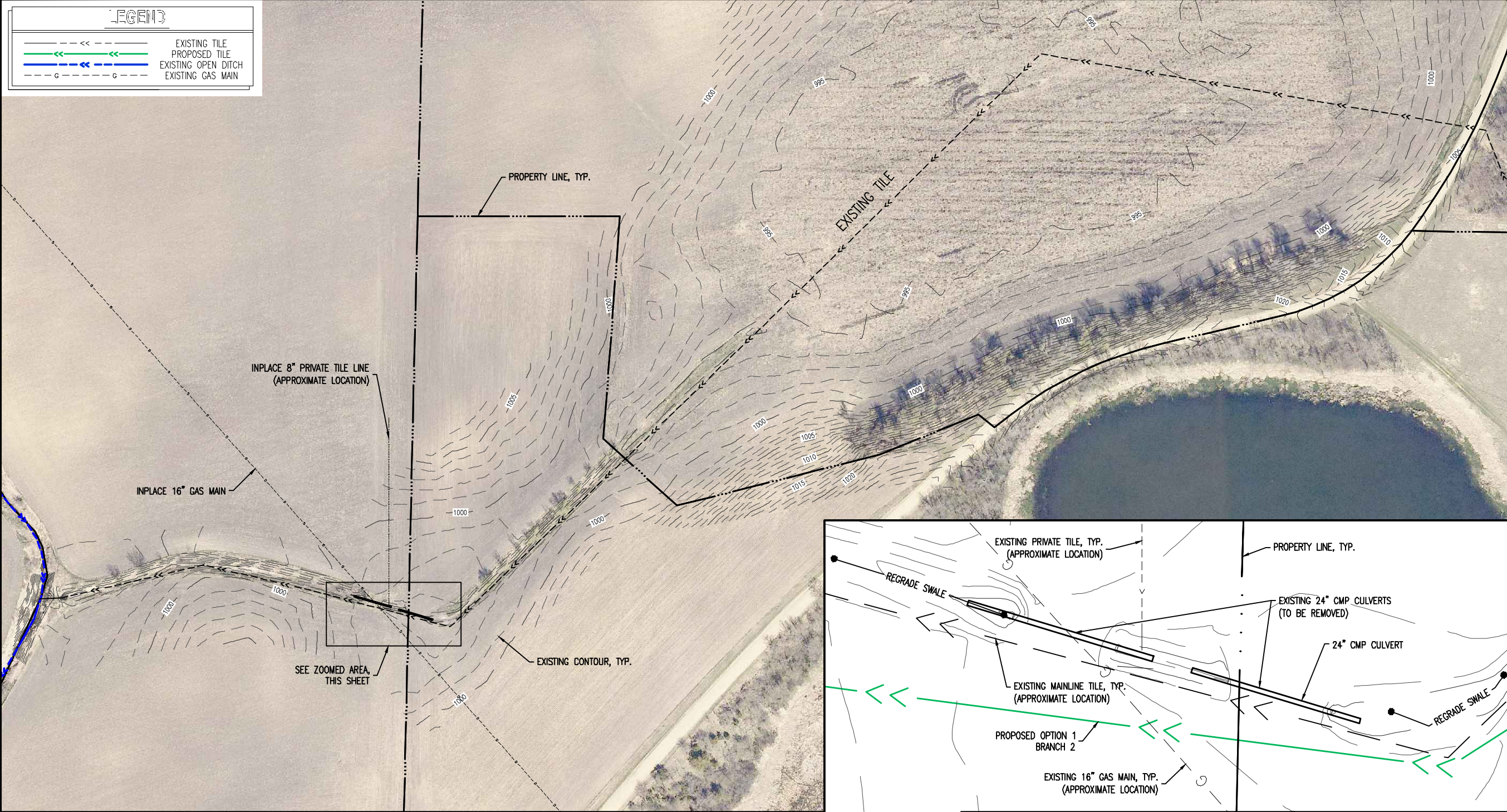
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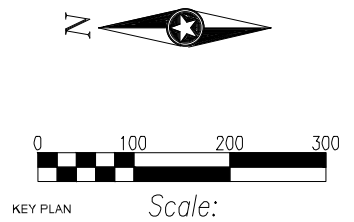


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PROJECT  
**LE SUEUR COUNTY**  
**COUNTY DITCH NO. 58 REPAIRS**

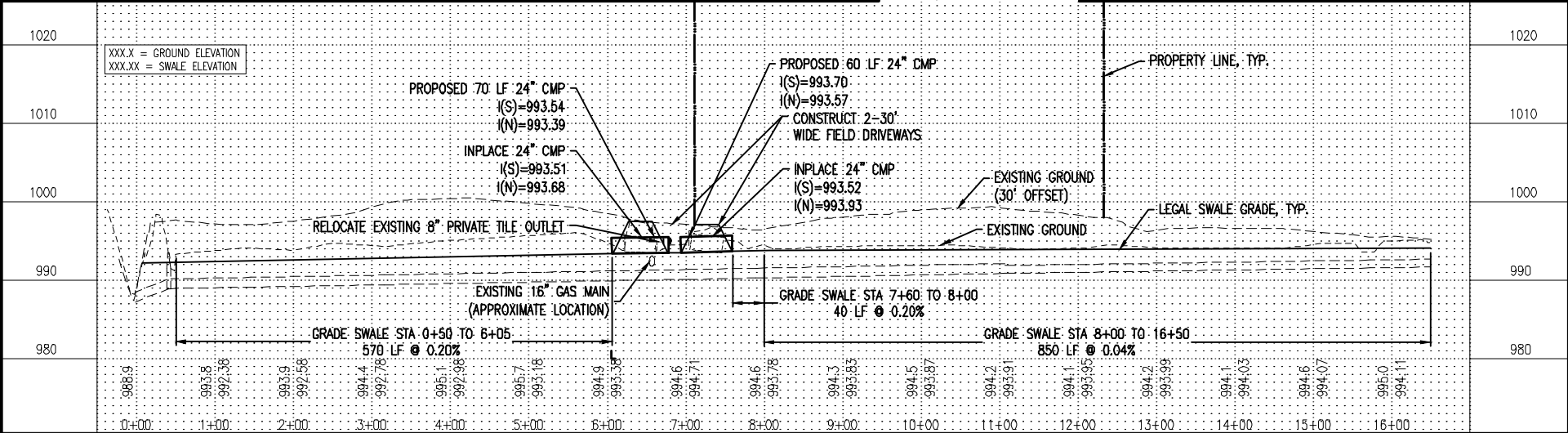
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PROJECT NO. 17265  
FILE NAME 17265 CD 58 PROFILES  
DRAWN BY ASB/KDS  
DESIGNED BY ASB/KDS/CJB  
REVIEWED BY CJB  
ISSUE DATE 03/24/2015  
CLIENT PROJECT NO. ---

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LE SUEUR COUNTY

COUNTY DITCH NO. 58 REPAIRS

CLEVELAND TWP. MINNESOTA

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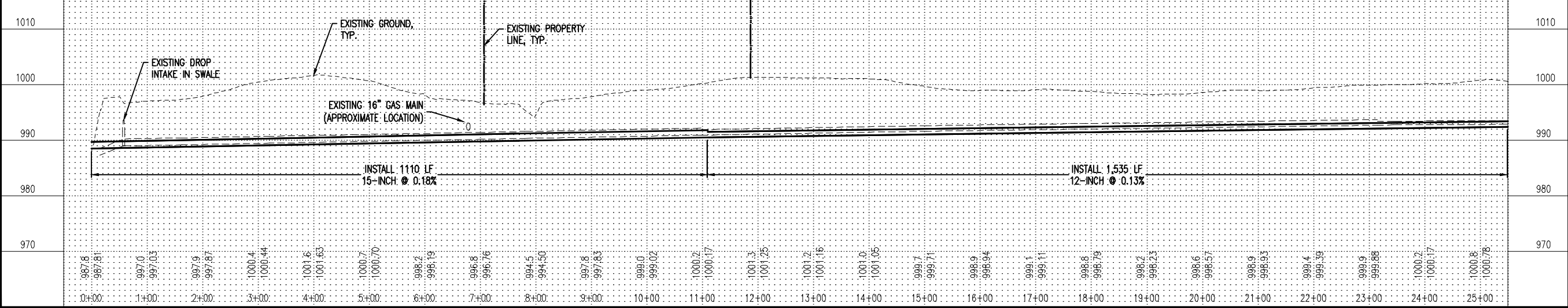
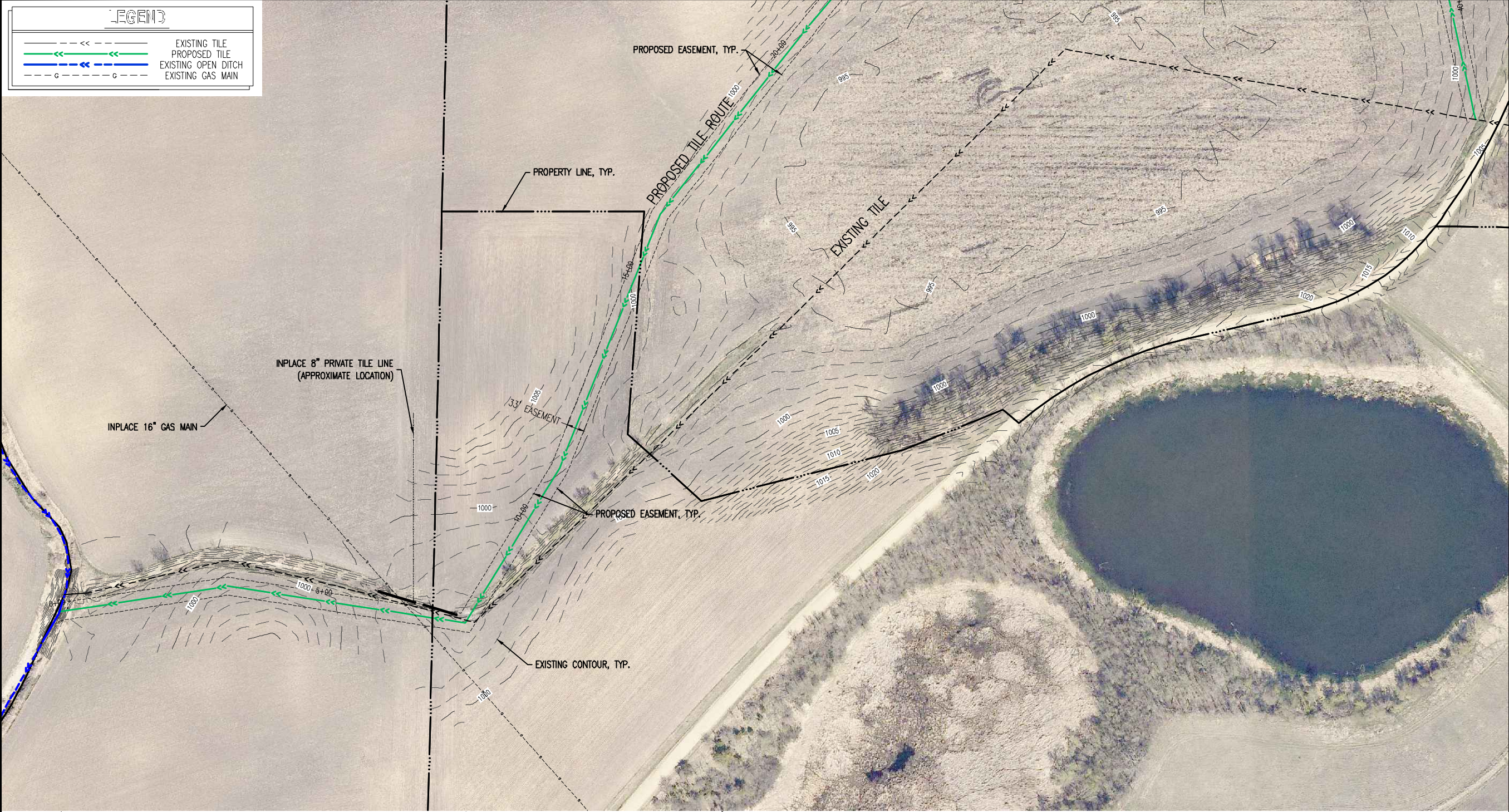
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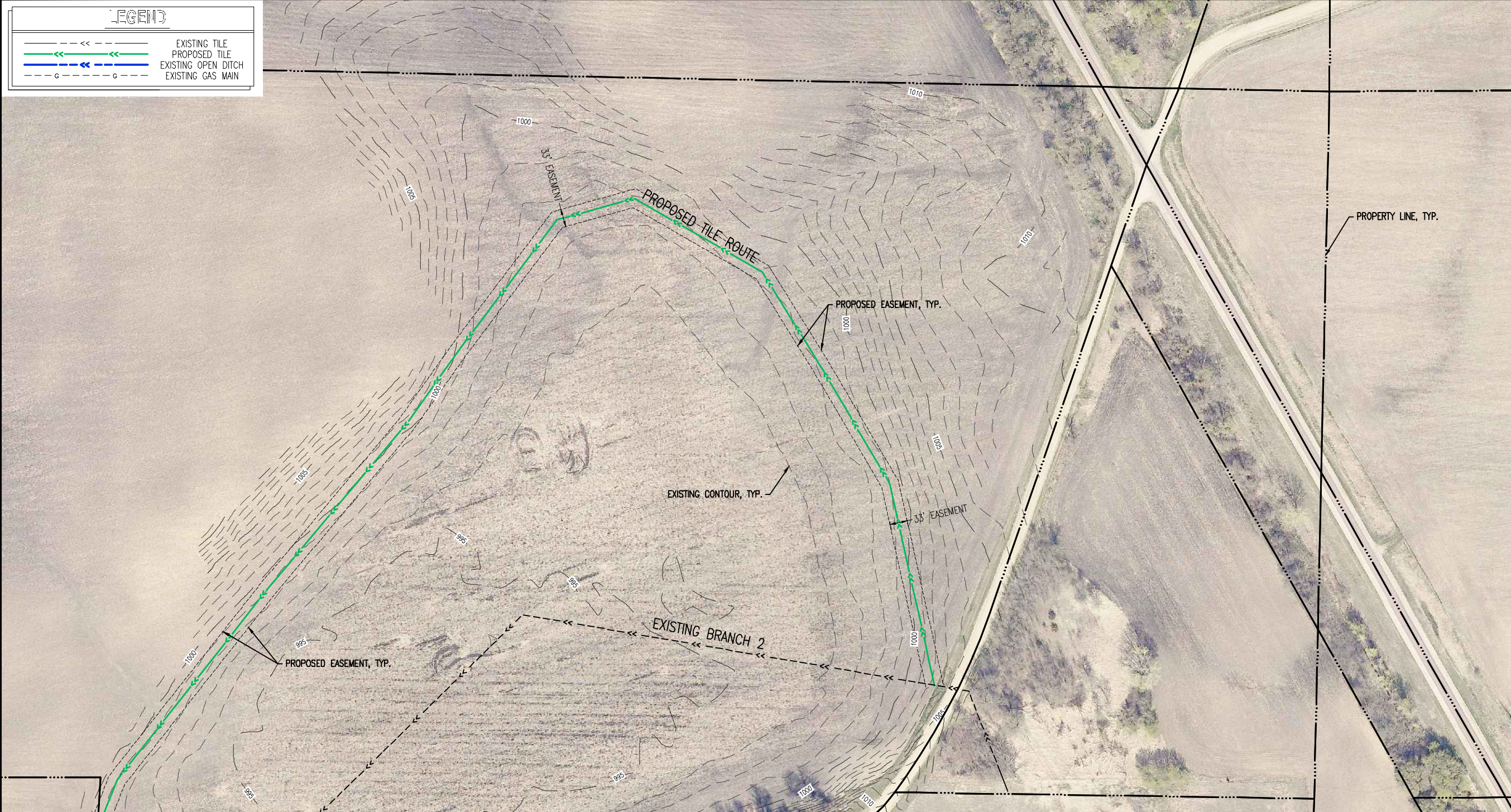
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PROJECT

**LE SUEUR COUNTY**

**COUNTY DITCH NO. 58 REPAIRS**

CLEVELAND TWP. MINNESOTA

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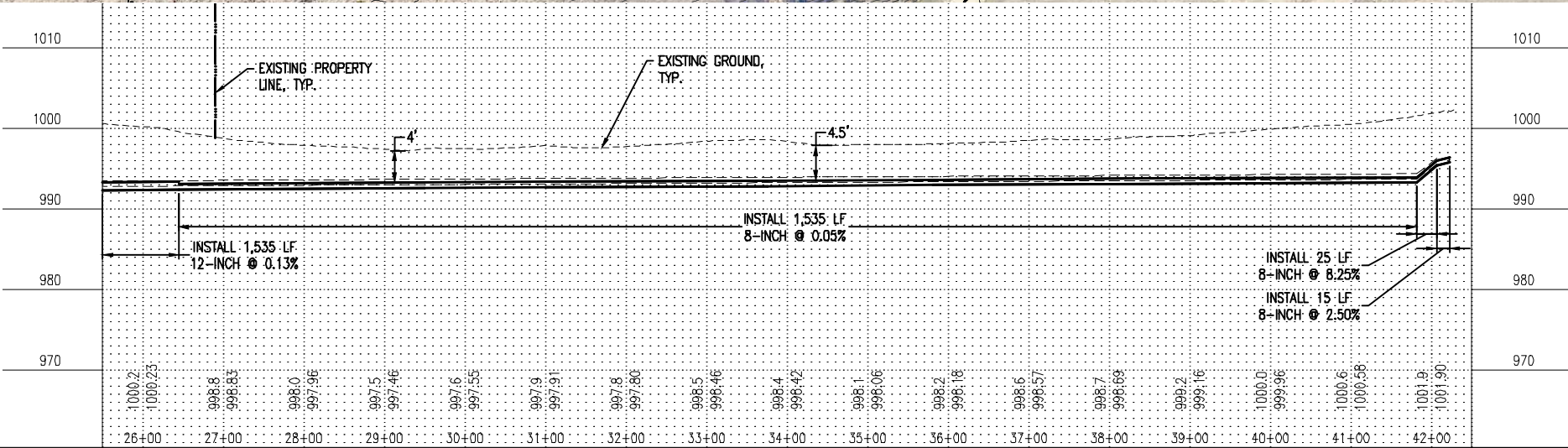
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| DRAWN BY           | ASB/KDS              |
| DESIGNED BY        | ASB/KDS/CJB          |
| REVIEWED BY        | CJB                  |
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COUNTY DITCH NO. 58 REPAIRS

CLEVELAND TWP. MINNESOTA

REVISION SCHEDULE

NO DATE DESCRIPTION

PROJECT NO. 17265

FILE NAME 17265 CD 58 PROFILES

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REVIEWED BY CJB

ISSUE DATE 03/24/2015

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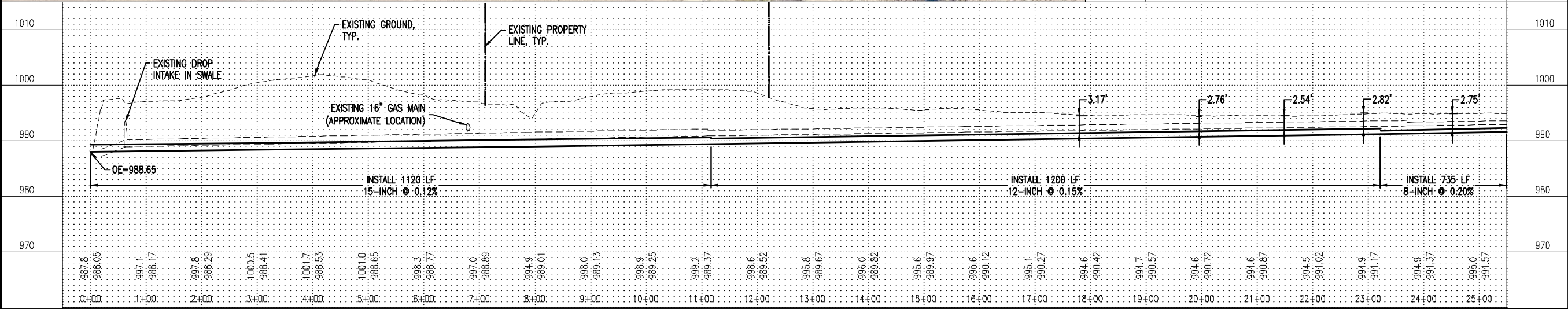
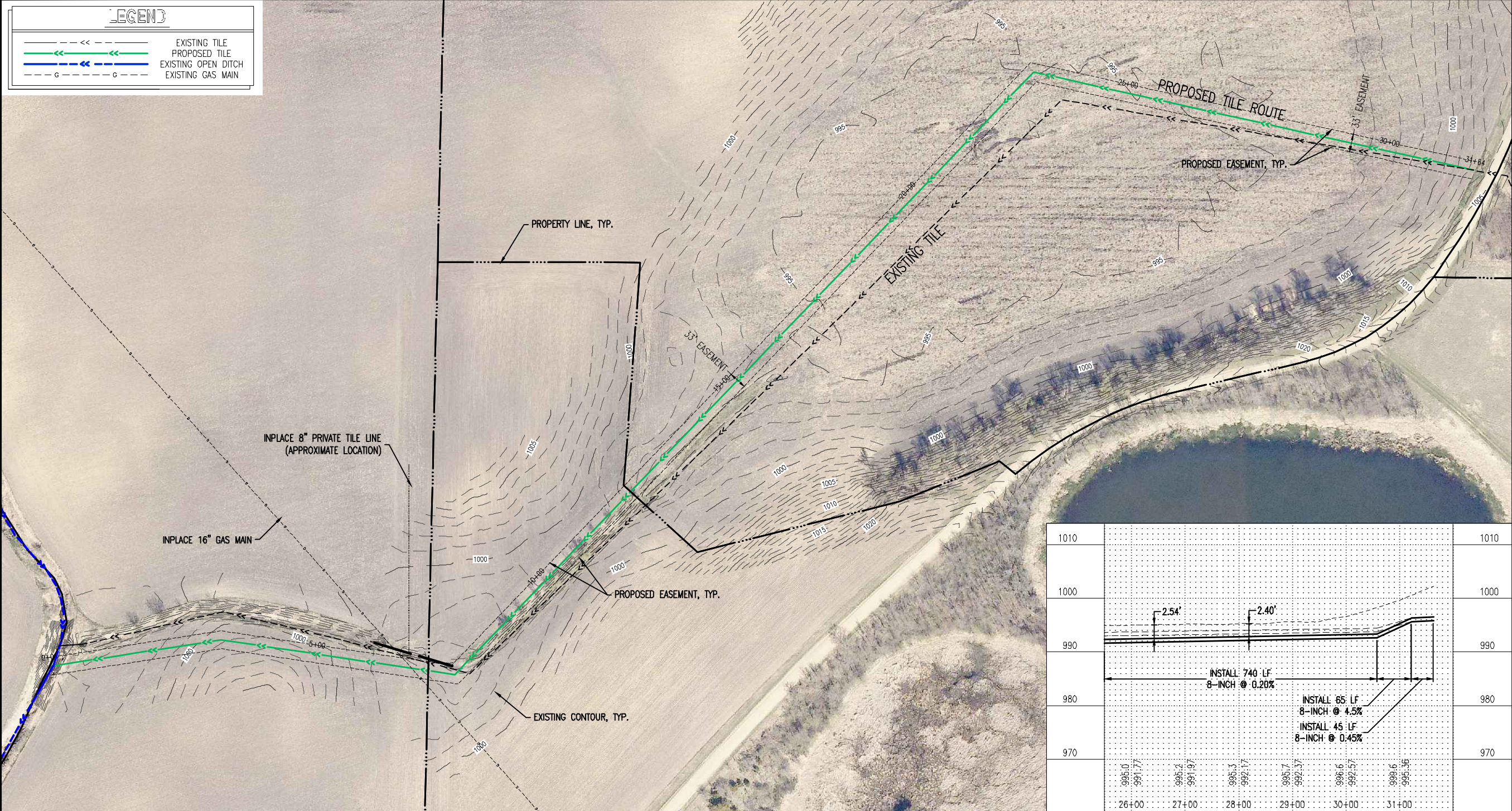
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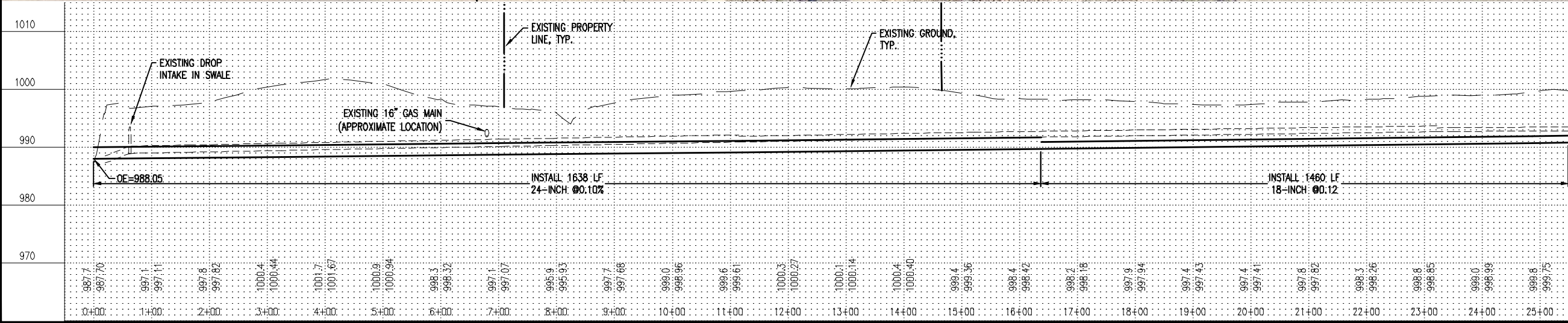
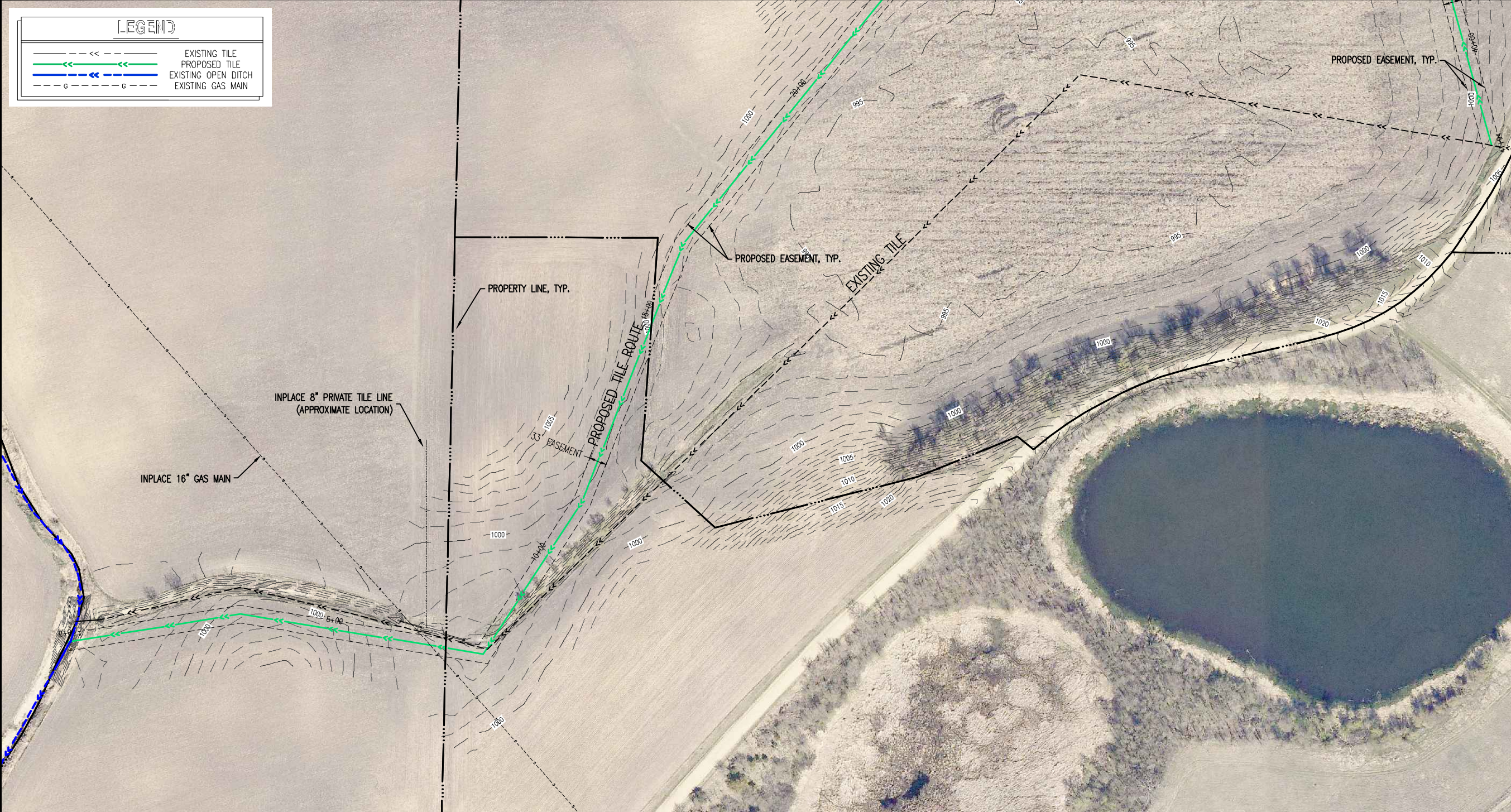
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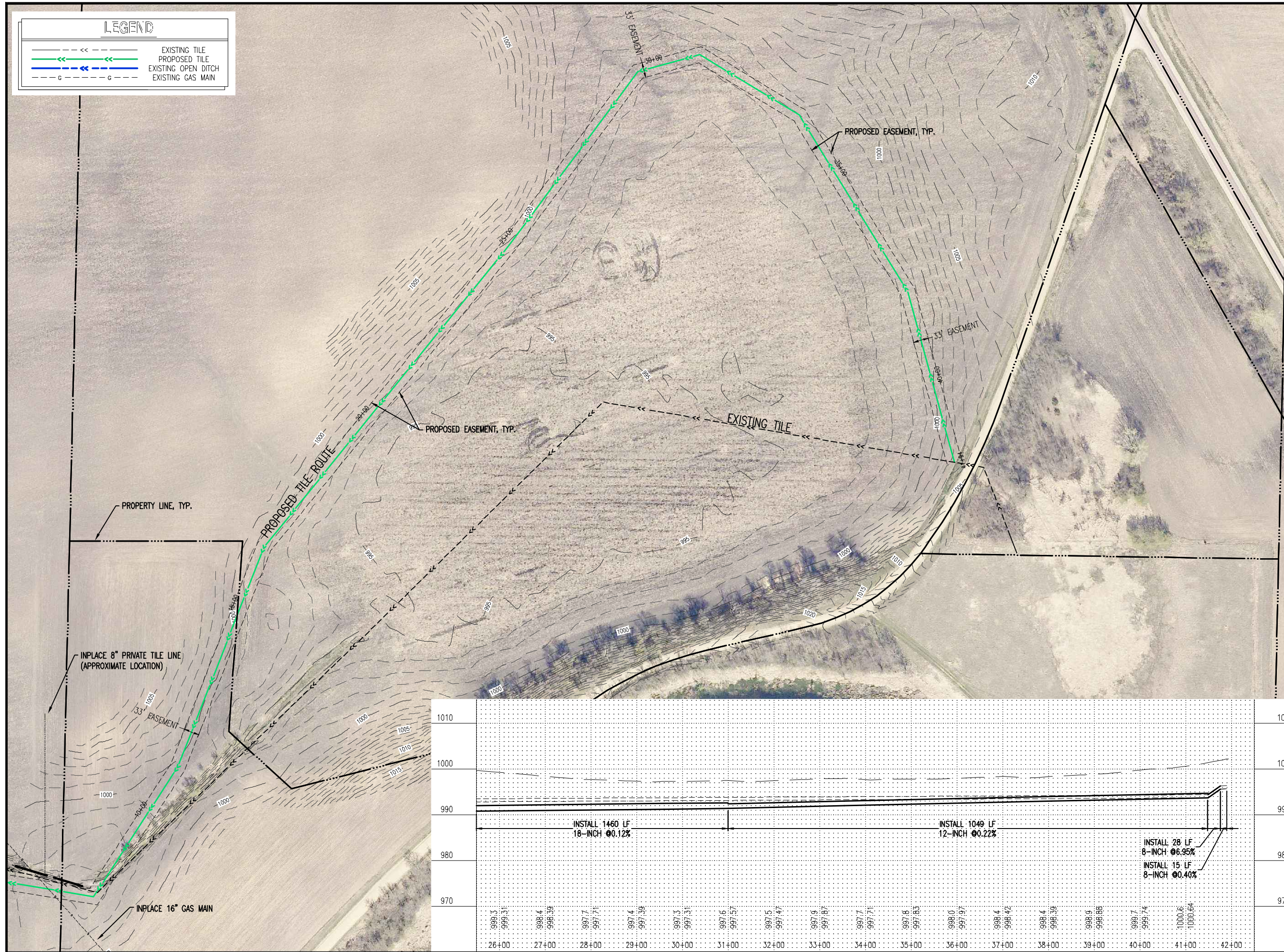
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CHARLES J. BRANDEL

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PROJECT

**LE SUEUR COUNTY**

**COUNTY DITCH NO. 58 REPAIRS**

CLEVELAND TWP. MINNESOTA

| REVISION SCHEDULE |      |             |
|-------------------|------|-------------|
| NO.               | DATE | DESCRIPTION |
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PROJECT NO. 17265

FILE NAME 17265 CD 58 PROFILES

DRAWN BY ASB/KDS

DESIGNED BY ASB/KDS/CJB

REVIEWED BY CJB

ISSUE DATE 03/24/2015

CLIENT PROJECT NO. \_\_\_\_\_

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TITLE

**OPTION 4 PROFILE**

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SHEET

**9**

OF 9

# LE SUEUR COUNTY DITCH No. 58 REPAIR REPORT

## LE SUEUR COUNTY CLEVELAND TOWNSHIP, MINNESOTA

APRIL 13, 2015  
Project No. 14-17265



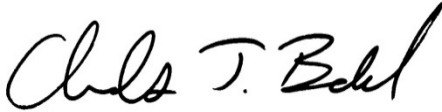
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**Signature Sheet**

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---

Charles J. Brandel, PE  
Project Engineer  
Reg. No. 43359

I+S Group, Inc.  
115 East Hickory Street, Suite 300  
Mankato, Minnesota 56001-3785

**Le Sueur County Ditch No. 58 Repairs  
Cleveland, Minnesota**

**Engineer's Project Number: 14-17265**

Dated this 13th day of April, 2015

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## **Location**

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Branch 2 of Le Sueur County Ditch No. 58 (CD 58) lies in sections 29, 30, and 31 of Cleveland Township in Le Sueur County, Minnesota. It is situated near the intersection of CSAH 18 (Dog Creek Road) and County Road 106. The tile is crossed by a gas main owned by Northern Natural Gas approximately 700 feet from the CD 58 open ditch. The exact depth of the gas main is unknown, however it is assumed to be below the swale elevation and above the top of the existing tile elevation.

## **Watershed**

---

The total watershed of Branch 2 is approximately 200 acres. The Branch 2 watershed primarily consists of a large basin with steeper hills that drain to. In addition to Branch 2 there is also a system of private tile lines that help to convey storm water run-off to CD 58. Branch 2 flows to the north into the CD 58 mainline; where the CD 58 flows to the west and outlets to Shanaska Creek and eventually drains to the Minnesota River. The entire ditch system provides drainage for an area of approximately 6,855 total acres. A map outlining the Branch 2 watershed can be found in Appendix A.

## **Present Condition and Investigation**

---

I+S Group, Inc. (ISG) was asked to investigate potential repair options for Branch 2 of CD 58. The existing tile consists of 3,320 feet of 15-inch, 12-inch, and 8-inch tile. It is presently very shallow through the main basin of its watershed. Between stations 18+00 and 29+00 the Branch 2 mainline averages approximately 1 foot of cover. This small amount of cover, believed to be the result of soil subsidence, has created instances of tile failure and encounters with field machinery.

A survey of the existing ground elevations in the location of both the existing, and the three proposed tile locations was conducted. In addition to the existing ground data, the inverts of the culverts immediately upstream and immediately downstream of the tile outlet were surveyed, as well as the ditch centerline between the two culverts. This information was used to get an estimate of the legal ditch grade of the CD 58 open ditch. Survey information on the existing tile outlet, the existing drop structure, and the top of the pipe in two exposed areas, was also gathered. Using this data, along with the original tile profiles, new profiles were created for the existing tile line as well as the three proposed lines. From this information, it has been found that the existing tile was constructed much shallower than the original profiles depict.

The first proposed option is to construct the new tile along the west side of the basin, the second proposed option is to construct the new tile around the basin on the east side, and the third proposed option is to offset the new tile from the existing tile and construct it through the basin, while placing the tile as deep as is allowed; as the original plans dictate. All existing and proposed tile alignments can be found in Appendix A.

## **Existing Swale Repair**

---

Included with each option described below, the existing swale will be repaired to the condition as shown in the 1984 drawing provided by Le Sueur County. The first 800 feet of swale will be graded at a 0.20% slope with the remainder graded to 0.04%. Any trees will be cut and grubbed, a 4 foot bottom constructed with 5:1 side slopes, and re seeded with native grasses. The two existing culverts for the field crossings will be removed and replaced with one new field crossing. The new field crossing will be constructed on the property line with approximately 100 feet of 24-inch CMP and a 60 foot crossing top. With the construction of this new crossing, the existing private tile outlet in this location will be rerouted to downstream of the proposed crossing.

---

**Option 1**

Option 1 will replace the existing line with a new tile to the west. Moving the tile to the west allows the tile to be constructed with greater depth than the existing tile, take a more direct route, and therefore save money. The more direct route reduces the cost by reducing the amount of tile needed for construction. It also enables the tile to be run at steeper grades in areas, improving capacity. The downside to this option is that the majority of the private tiles connecting into Branch 2 come from the east, which means those tiles would need to be laid both very flat, and very shallow through the basin in order to reach the new tile.

---

**Option 2**

Option 2 proposes to replace the existing Branch 2 tile with a new tile constructed along the east edge of the basin. Based on the topography of the area, the only way to construct the tile with enough depth for protection involves utilizing a longer route. Because of this, Option 2 will be more expensive than Option 1. However, Option 2 provides better depth and protection for the private tiles that flow into Branch 2.

---

**Option 3**

Option 3 would involve the tile being replaced by a new tile that follows approximately the same route as the existing tile. However, if the outlet is placed 2.5 feet off of the CD 58 open ditch bottom and the tile is constructed at the grades originally planned, this option would average approximately 2.75 feet of cover through the low basin. This option does not involve lowering the outlet, however, by reducing the grade of the last 40 feet of pipe from the drop structure to the outlet, the tile will gain some depth. The expected cost of this option is similar to that of Option 1 as well. This option is not as favorable because the tile isn't as deep as it preferred, however, it would be noticeably deeper than the existing conditions.

---

**Abandonment of Existing Tile**

The proposed repair described above will be replacing the existing tile along the mainline. With the proposed tile being a repair of the existing, the existing tile lines being repaired will be abandoned. This abandonment will make them all private tile lines, and therefore they will no longer be a part of the County Ditch 58 system.

---

**Practicability and Feasibility**

The watershed benefits from an unobstructed flow through the tile, which will provide more capacity for stormwater run-off during rainfall events. The total Option 1 proposed repair cost for Branch 2 of CD 58 is estimated to be \$148,274 with the swale repair; the total Option 2 proposed repair cost is estimated to be \$183,950 with the swale repair; and the proposed Option 3 repair cost is estimated to be \$154,816 with the swale repair. Private land owners will benefit by restoring the tile to its original design. There will also be increased capacity from its current state of disrepair to the system's original design capacity. This will result in no land use change throughout the system.

---

**Recommendation**

It is known that Branch 2 of CD 58 is in need of repair. The three repair options being considered will each replace the majority of Branch 2, but they all come with their own benefits and drawbacks. Options 1 and 3 are less costly because they take more direct routes and require less pipe to be installed, but Option 1 is in a poor location for receiving the existing private tiles and Option 3, although considerably deeper than the existing tile, is still not quite as deep as it is preferred it would be. Option 2, on the other hand, is in a better location to receive the existing private tile lines that flow into Branch 2, but is more expensive than the other options because it takes a longer route. We recommend choosing Option 2. It is believed that this option will best provide the protection that is desired for the tile, and the accessibility that is required by the existing tiles. However, we recommend calling a meeting to discuss these options and which will be more beneficial to the land owners.

## **Appendix A: Preliminary Repair Plans**

**LE SUEUR COUNTY  
COUNTY DITCH NO. 58**

# CLEVELAND TWP, MINNESOTA

# CONSTRUCTION PLANS FOR:




































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## BRANCH NO. 2 REPAIRS















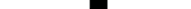



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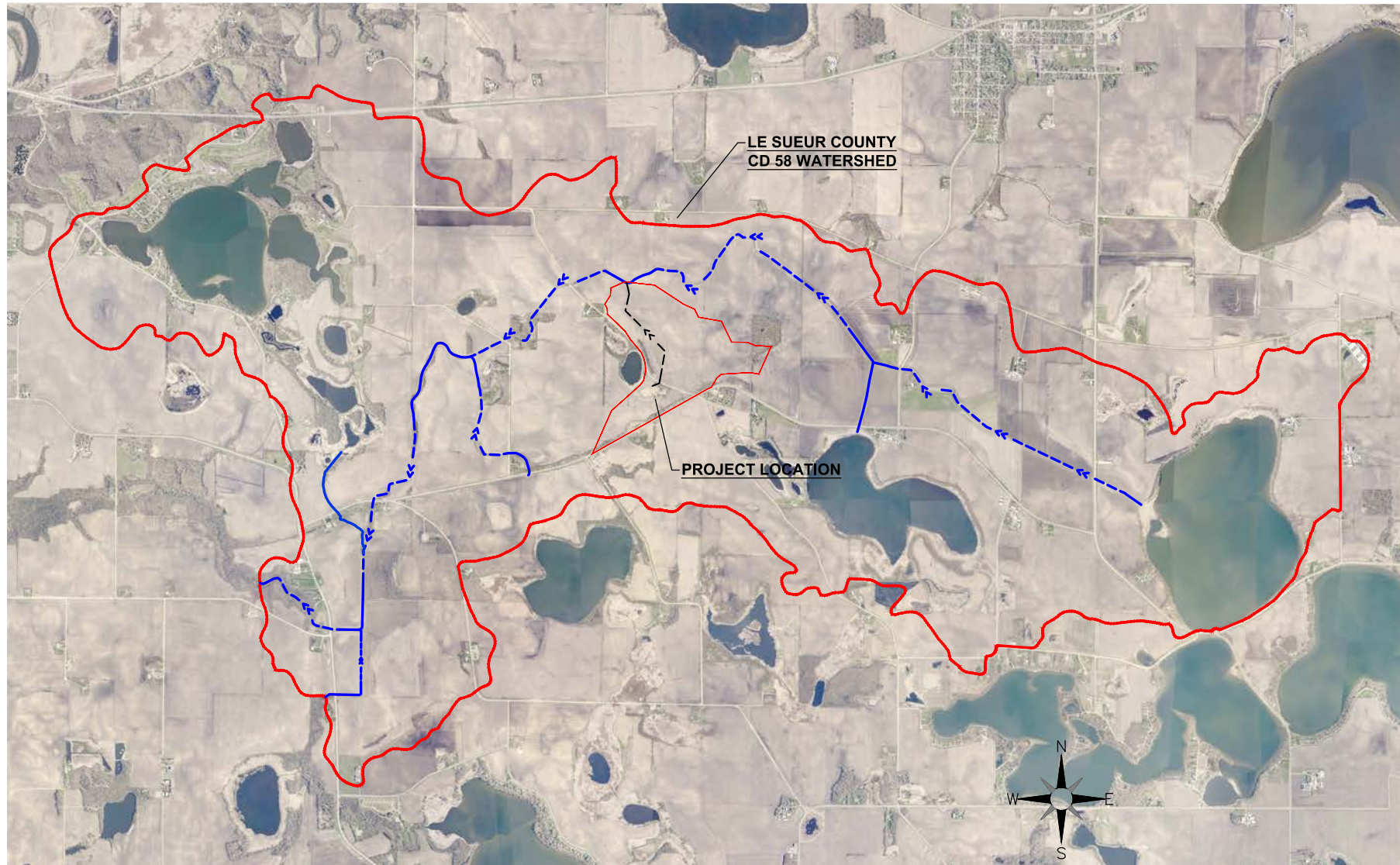


## LEGEND

| EXISTING  |                            |
|---|----------------------------|
|    | CITY LIMITS                |
|    | SECTION LINE               |
|    | QUARTER SECTION LINE       |
|    | RIGHT OF WAY LINE          |
|    | PROPERTY / LOTLINE         |
|    | EASEMENT LINE              |
|    | ACCESS CONTROL             |
|    | WATER EDGE                 |
|    | WETLAND BOUNDARY           |
|    | WETLAND / MARSH            |
|    | FENCE LINE                 |
|    | CULVERT                    |
|    | OPEN DITCH                 |
|    | TILE                       |
|    | SANITARY SEWER             |
|    | SANITARY SEWER FORCEMAIN   |
|    | WATER                      |
|    | UNDERGROUND TELEPHONE      |
|    | OVERHEAD ELECTRIC          |
|    | UNDERGROUND ELECTRIC       |
|    | UNDERGROUND TV             |
|    | GAS                        |
|    | UNDERGROUND FIBER OPTIC    |
|    | CONTOUR (MAJOR)            |
|    | CONTOUR (MINOR)            |
|    | DECIDUOUS TREE             |
|    | CONIFEROUS TREE            |
|    | TREE LINE                  |
|    | MANHOLE                    |
|    | CATCH BASIN                |
|    | HYDRANT                    |
|  | VALVE                      |
|  | CURB STOP                  |
|  | POWER POLE                 |
|  | UTILITY PEDESTAL / CABINET |

PROPOSED

|   |                             |
|---|-----------------------------|
|  | LOT LINE                    |
|  | RIGHT OF WAY                |
|  | EASEMENT                    |
|  | CULVERT                     |
|  | TILE                        |
|  | STORM SEWER (PIPE WIDTH)    |
|  | SANITARY SEWER              |
|  | SANITARY SEWER (PIPE WIDTH) |
|  | WATER                       |
|  | OVERHEAD ELECTRIC           |
|  | UNDERGROUND ELECTRIC        |
|  | UNDERGROUND TV              |
|  | GAS                         |
|  | CONTOUR                     |
|  | MANHOLE                     |
|  | CATCH BASIN                 |
|  | HYDRANT                     |
|  | VALVE                       |



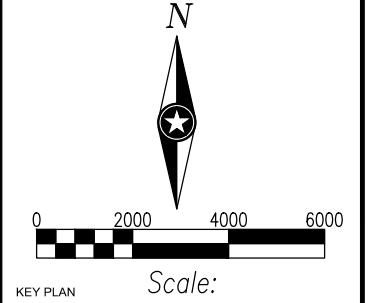
## LOCATION MAP

## SHEET INDEX

- |   |                        |
|---|------------------------|
| 1 | TITLE                  |
| 2 | WATERSHED              |
| 3 | EXISTING SWALE PROFILE |
| 4 | OPTION 1 PROFILES      |
| 5 | OPTION 2 PROFILE       |
| 6 | OPTION 2 PROFILE       |
| 7 | IMPROVEMENT PROFILE    |

### PROJECT GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT/ENGINEER.
2. CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK.
3. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
4. FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
5. DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN, WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
6. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURERS' INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURERS' INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
7. ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
8. THE LOCATION AND TYPE OF ALL INPLACE UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY, AND ARE NOT COMPLETE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF I&S GROUP (ISG). NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS AND ELEVATIONS OF ALL INPLACE UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
9. THE CONTRACTOR IS TO CONTACT "GOPHER STATE ONE CALL" FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO EXCAVATION / CONSTRUCTION (1-800-252-1166) A "GOPHER STATE ONE CALL" WAS NOT PERFORMED AT THE TIME OF THE TOPOGRAPHIC SURVEY.



## KEY PLAN

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PROJECT

# LE SUEUR COUNTY DITCH NO. 58 REPAIRS

CLEVELAND TWP. MINNESOTA

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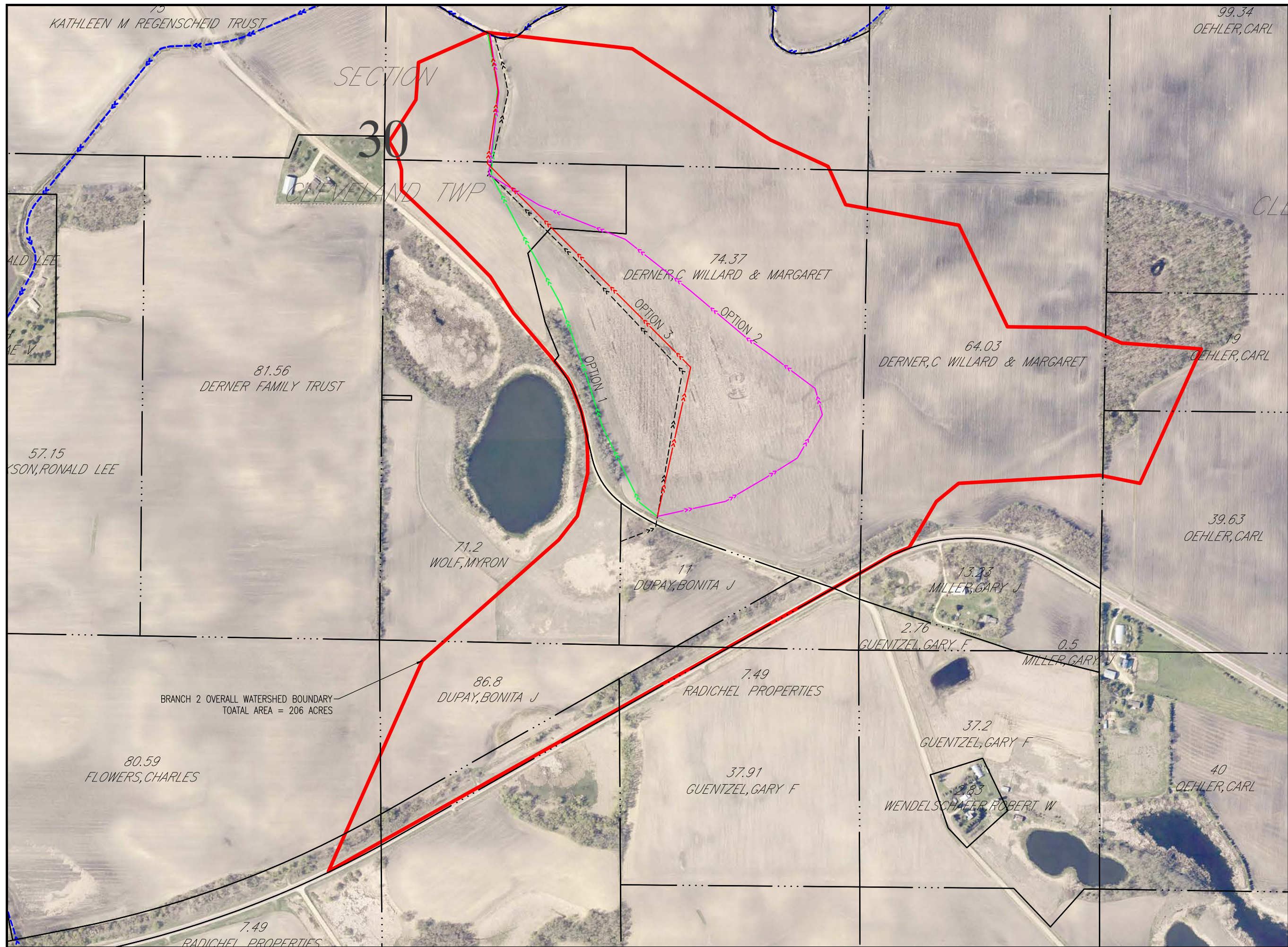
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1 OF 7






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PROJECT

**LE SUEUR COUNTY**

**COUNTY DITCH NO. 58 REPAIRS**

CLEVELAND TWP. MINNESOTA

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| DESIGNED BY        | CJB/ASB               |
| REVIEWED BY        | CJB                   |
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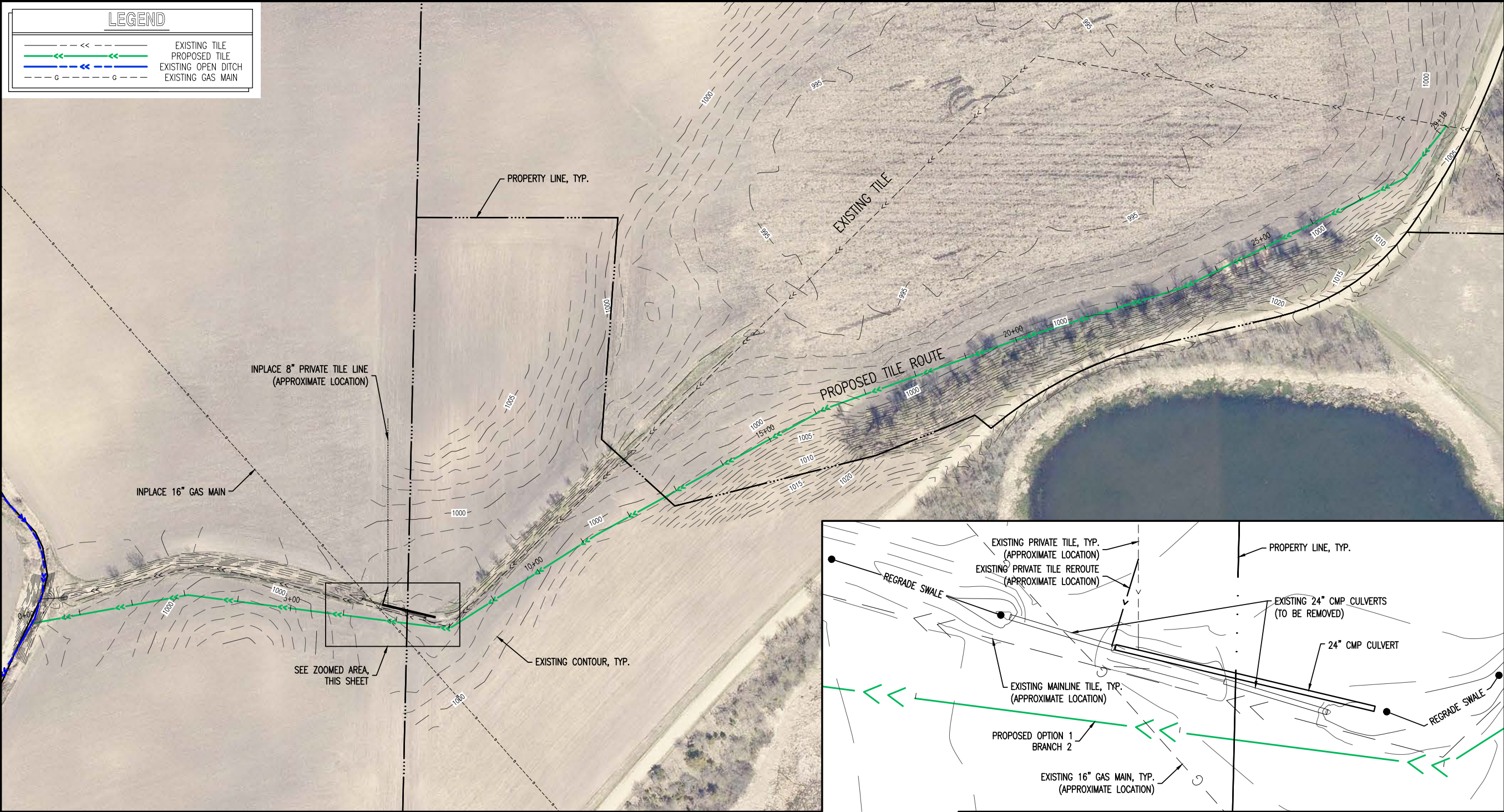
**WATERSHED**

SHEET

**2** OF 7

**LEGEND**

- <<--- EXISTING TILE
- <<--- PROPOSED TILE
- <<--- EXISTING OPEN DITCH
- G--- EXISTING GAS MAIN



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PROJECT

**LE SUEUR COUNTY**

**COUNTY DITCH NO. 58 REPAIRS**

CLEVELAND TWP. MINNESOTA

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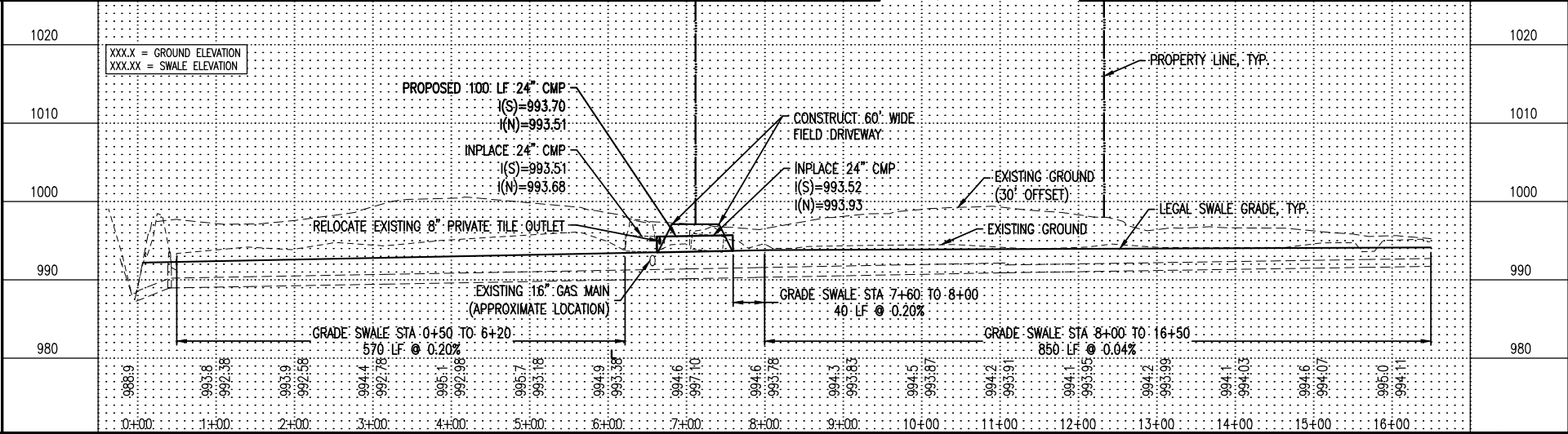
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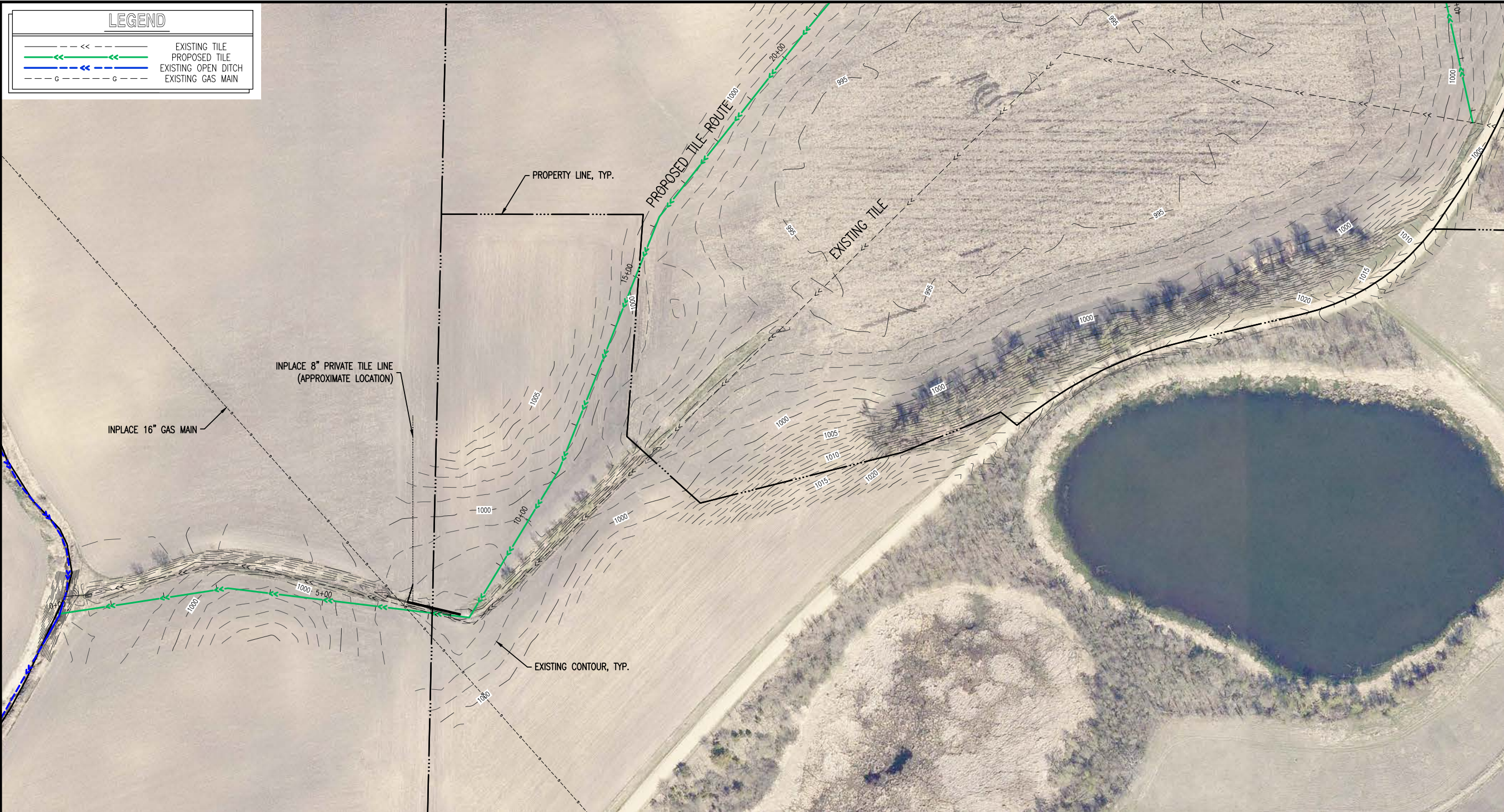
**EXISTING SWALE PROFILE**

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**3** OF 7







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CHARLES J. BRANDEL

DATE \_\_\_\_\_ LIC. NO. 43359

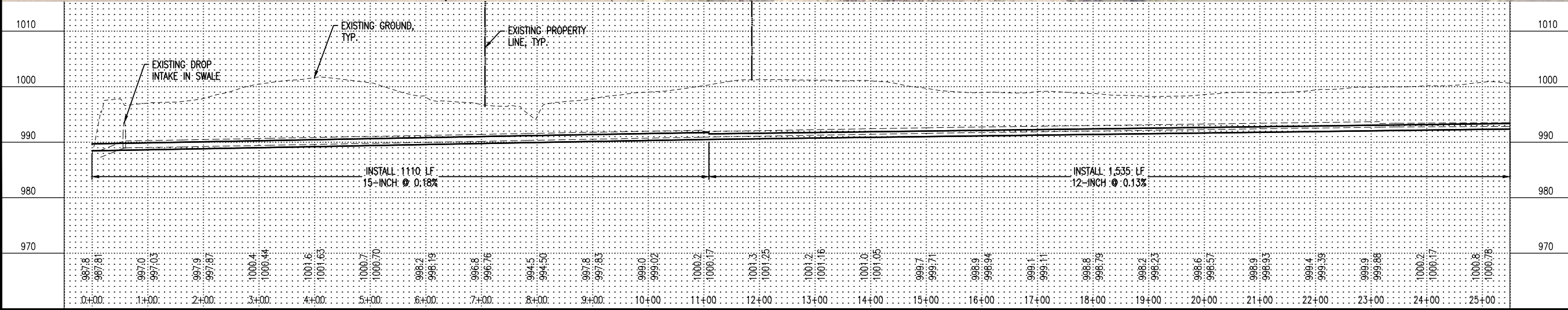
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DATE \_\_\_\_\_ LIC. NO. \_\_\_\_\_

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| COUNTY DITCH NO. 58 REPAIRS |      |             |
| CLEVELAND TWP. MINNESOTA    |      |             |
| REVISION SCHEDULE           |      |             |
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| DESIGNED BY        | ASB/CJB              |
| REVIEWED BY        | CJB                  |
| ISSUE DATE         | 03/24/2015           |
| CLIENT PROJECT NO. | —                    |
| TITLE              |                      |
| OPTION 2 PROFILE   |                      |
| SHEET              |                      |
| 5 OF 7             |                      |







## **Appendix B: Cost Estimates**



**LE SUEUR COUNTY DITCH No. 58**  
**April 13, 2015**

**SUMMARY OF OPTIONS**

| <b>OPTION</b>   | <b>SWALE REPAIR</b> | <b>TILE REPAIR</b> | <b>TOTAL COST</b> |
|-----------------|---------------------|--------------------|-------------------|
| <b>OPTION 1</b> | \$ 50,566           | \$ 97,708          | \$ 148,274        |
| <b>OPTION 2</b> | \$ 50,566           | \$ 133,384         | \$ 183,950        |
| <b>OPTION 3</b> | \$ 50,566           | \$ 104,250         | \$ 154,816        |



**SWALE REPAIR COSTS**

**BRANCH 2**

| Item No.                              | Item  | Unit | Quantity | Unit Price  | Amount              |
|---------------------------------------|---|------|----------|-------------|---------------------|
| 001                                   | Mobilization  | LS   | 1        | \$ 2,350.00 | \$ 2,350.00         |
| 002                                   | Clear & Grub Existing Trees                           | LS   | 1        | \$ 3,200.00 | \$ 3,200.00         |
| 003                                   | 24" Tile Outlet (Riprap & Geotextile Fabric)          | LS   | 1        | \$ 1,000.00 | \$ 1,000.00         |
| 004                                   | 24-Inch Culvert Outlet                                | LF   | 40       | \$ 34.00    | \$ 1,360.00         |
| 005                                   | 24-Inch Drop Intake                                   | EA   | 1        | \$ 1,200.00 | \$ 1,200.00         |
| 006                                   | 24-Inch CMP Culvert (Crossing)                        | LF   | 100      | \$ 40.00    | \$ 4,000.00         |
| 007                                   | Clean & Regrade Swale                                 | LF   | 1,500    | \$ 5.00     | \$ 7,500.00         |
| 008                                   | Seed Disturbed Swale Area (Mix 34-261)                | AC   | 1.50     | \$ 2,000.00 | \$ 3,000.00         |
| 009                                   | Install MnDOT Category 4 Erosion Control Blanket      | SY   | 1,500    | \$ 7.25     | \$ 10,875.00        |
| 010                                   | Random Riprap Class III (On Type 4 Geotextile Fabric) | CY   | 50       | \$ 80.00    | \$ 4,000.00         |
| <b>Total</b>                          |   |      |          |             | <b>\$ 38,500.00</b> |
| <b>10% Unforeseen</b>                 |   |      |          |             | <b>\$ 3,850.00</b>  |
| <b>Subtotal</b>                       |   |      |          |             | <b>\$ 42,350.00</b> |
| Temporary Damages                     |   | AC   | 1.1      | \$ 800.00   | \$ 909.09           |
| County Administration Costs           |   |      |          |             | \$ 1,483.00         |
| Topographic Survey                    |   |      |          |             | \$ 1,165.00         |
| Repair Plans, and Specifications      |   |      |          |             | \$ 1,906.00         |
| Construction Staking & Administration |   |      |          |             | \$ 2,753.00         |
| <b>Total Repair Cost</b>              |   |      |          |             | <b>\$ 50,566.09</b> |

**REPAIR OPTION 1**

**REPAIR COSTS**

**BRANCH 2**

| Item No.                              | Item   | Unit | Quantity | Unit Price  | Amount              |
|---------------------------------------|--|------|----------|-------------|---------------------|
| 001                                   | Mobilization                                 | LS   | 1        | \$ 2,419.20 | \$ 2,419.20         |
| 002                                   | 15" Tile Outlet (Riprap & Geotextile Fabric) | LS   | 1        | \$ 550.00   | \$ 550.00           |
| 003                                   | 15-Inch Agricultural Tile (Original 14-inch) | LF   | 1,080    | \$ 24.00    | \$ 25,920.00        |
| 004                                   | 12-Inch Agricultural Tile                    | LF   | 1,222    | \$ 22.00    | \$ 26,884.00        |
| 005                                   | 8-Inch Agricultural Tile                     | LF   | 588      | \$ 16.00    | \$ 9,408.00         |
| 006                                   | Drop Intake                                  | EA   | 3        | \$ 1,300.00 | \$ 3,757.00         |
| 007                                   | Tile Connections                             | EA   | 8        | \$ 325.00   | \$ 2,600.00         |
| <b>Total</b>                          |  |      |          |             | <b>\$ 71,600.00</b> |
| <b>10% Unforeseen</b>                 |  |      |          |             | <b>\$ 7,160.00</b>  |
| <b>Subtotal</b>                       |  |      |          |             | <b>\$ 78,760.00</b> |
| Temporary Damages                     |  | AC   | 6.7      | \$ 800.00   | \$ 5,360.00         |
| County Administration Costs           |  |      |          |             | \$ 2,757.00         |
| Topographic Survey                    |  |      |          |             | \$ 2,166.00         |
| Repair Plans, and Specifications      |  |      |          |             | \$ 3,545.00         |
| Construction Staking & Administration |  |      |          |             | \$ 5,120.00         |
| <b>Total Repair Cost</b>              |  |      |          |             | <b>\$ 97,708.00</b> |

**REPAIR OPTION 2**

**REPAIR COSTS**

**BRANCH 2**

| Item No.                              | Item   | Unit | Quantity | Unit Price  | Amount               |
|---------------------------------------|--|------|----------|-------------|----------------------|
| 001                                   | Mobilization                                 | LS   | 1        | \$ 3,291.60 | \$ 3,291.60          |
| 002                                   | 15" Tile Outlet (Riprap & Geotextile Fabric) | LS   | 1        | \$ 550.00   | \$ 550.00            |
| 003                                   | 15-Inch Agricultural Tile (Original 14-inch) | LF   | 1,100    | \$ 24.00    | \$ 26,400.00         |
| 004                                   | 12-Inch Agricultural Tile                    | LF   | 1,535    | \$ 22.00    | \$ 33,770.00         |
| 005                                   | 8-Inch Agricultural Tile                     | LF   | 1,578    | \$ 16.00    | \$ 25,248.00         |
| 006                                   | Drop Intake                                  | EA   | 4        | \$ 1,300.00 | \$ 5,476.90          |
| 007                                   | Tile Connections                             | EA   | 8        | \$ 325.00   | \$ 2,600.00          |
| <b>Total</b>                          |  |      |          |             | <b>\$ 97,400.00</b>  |
| <b>10% Unforeseen</b>                 |  |      |          |             | <b>\$ 9,740.00</b>   |
| <b>Subtotal</b>                       |  |      |          |             | <b>\$ 107,140.00</b> |
| Temporary Damages                     |  | AC   | 9.7      | \$ 800.00   | \$ 7,760.00          |
| County Administration Costs           |  |      |          |             | \$ 3,750.00          |
| Topographic Survey                    |  |      |          |             | \$ 2,947.00          |
| Repair Plans, and Specifications      |  |      |          |             | \$ 4,822.00          |
| Construction Staking & Administration |  |      |          |             | \$ 6,965.00          |
| <b>Total Repair Cost</b>              |  |      |          |             | <b>\$ 133,384.00</b> |

**REPAIR OPTION 3**

**REPAIR COSTS**

**BRANCH 2**

| Item No.                              | Item   | Unit | Quantity | Unit Price  | Amount               |
|---------------------------------------|--|------|----------|-------------|----------------------|
| 001                                   | Mobilization                                 | LS   | 1        | \$ 2,577.70 | \$ 2,577.70          |
| 002                                   | 15" Tile Outlet (Riprap & Geotextile Fabric) | LS   | 1        | \$ 550.00   | \$ 550.00            |
| 003                                   | 15-Inch Agricultural Tile (Original 14-inch) | LF   | 1,100    | \$ 24.00    | \$ 26,400.00         |
| 004                                   | 12-Inch Agricultural Tile                    | LF   | 1,206    | \$ 22.00    | \$ 26,532.00         |
| 005                                   | 8-Inch Agricultural Tile                     | LF   | 842      | \$ 16.00    | \$ 13,472.00         |
| 006                                   | Drop Intake                                  | EA   | 3        | \$ 1,300.00 | \$ 4,092.40          |
| 007                                   | Tile Connections                             | EA   | 8        | \$ 325.00   | \$ 2,600.00          |
| <b>Total</b>                          |  |      |          |             | <b>\$ 76,300.00</b>  |
| <b>10% Unforeseen</b>                 |  |      |          |             | <b>\$ 7,630.00</b>   |
| <b>Subtotal</b>                       |  |      |          |             | <b>\$ 83,930.00</b>  |
| Temporary Damages                     |  | AC   | 7.3      | \$ 800.00   | \$ 5,840.00          |
| County Administration Costs           |  |      |          |             | \$ 2,938.00          |
| Topographic Survey                    |  |      |          |             | \$ 2,309.00          |
| Repair Plans, and Specifications      |  |      |          |             | \$ 3,777.00          |
| Construction Staking & Administration |  |      |          |             | \$ 5,456.00          |
| <b>Total Repair Cost</b>              |  |      |          |             | <b>\$ 104,250.00</b> |

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 58

|  |                           |
|--|---------------------------|
| The matter of the Repair of Branch 2 of Le Sueur County Ditch 58 | <b>Final Repair Order</b> |
|--|---------------------------|

At a hearing on the repair of Branch 2 of Le Sueur County Ditch (LCD) 58, on May 19, 2015 in the Commissioner's room of the Le Sueur County Courthouse, 88 South Park Avenue, Le Center Minnesota, Commissioner \_\_\_\_\_ made a motion to adopt the following Findings and Order:

**WHEREAS**, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 58, upon concerns expressed by owners of property benefited by the drainage system in the vicinity of Branch 2 of LCD 58, directed an inspection of a portion of the drainage system and preparation of a condition report along with recommendations for repair, if necessary to restore the drainage system as nearly as practicable to the same hydraulic capacity as originally constructed and subsequently improved.

**WHEREAS**, the inspection was completed and the consulting engineer reported that Branch 2 of LCD 58 is failing and in need of repair; and

**WHEREAS**, the consulting engineer has presented two options for repair that will restore the hydraulic capacity of the system and protect the system from further deterioration; and

**WHEREAS**, the Board, after making findings regarding the condition of the drainage system and the need for its repair, directed that the engineer evaluate a third repair option more closely following the original alignment of the drainage system; and

**WHEREAS**, the engineer has filed a revised repair report dated April 13, 2015, detailing three repair options for the drainage system; and

[15741-0020/2035904/1]

1

**WHEREAS**, the three alternatives presented are feasible and consistent with the statutory definition of repair found in statutes section 103E.701 which includes restoring “all or a part of a drainage system as nearly as practicable to the same hydraulic capacity as originally constructed” and “realignment to original construction if necessary to restore the effectiveness of the drainage system;” and

**WHEREAS**, the Board noticed and held a hearing on the engineer’s repair report in order to take public comment regarding the repair alternatives, including the cost and functionality of the repair alternatives; and

**WHEREAS**, the public concerns expressed at the hearing indicated a public preference for lower cost, increased functionality and long term protection of the function of the drainage system; and

**WHEREAS**, the public comments and the Board’s analysis of the alternatives provided by the engineer lead the Board to conclude that the engineer’s recommended alternative 2 (\$183,950), though most expensive (alternative 1 \$148,274, and alternative 3 \$154,816), will best provide the protection that is desired for the tile, accessibility required by existing private drainage tile, and restoration of hydraulic capacity; and

**WHEREAS**, alternative 1 may cause interference with the function of private tile connecting with the drainage system from the east and alternative 3 will result in a shallow laid tile that will likely be prone to future damage and increase maintenance costs; and

**WHEREAS**, the Board restates its findings that Branch 2 of LCD 58 is failing and in need of repair and the repair of Branch 2 of LCD 58 is necessary to restore the hydraulic efficiency of the system and to protect the system from further deterioration; and

[15741-0020/2035904/1]

2

**WHEREAS**, the Board further finds, based on the repair report and the evidence presented, that the recommended repair is necessary for the best interests of the affected property owners; and

**WHEREAS**, the Board further finds that the realignment associated with the repair will require a determination of damages for additional right of way; and

**WHEREAS**, the Board further finds that upon completion of the proposed repair, if ordered, the old alignment of Branch 2 of LCD 58 will no longer serve a substantial useful purpose as part of the drainage system to any property remaining in the system and will not be of substantial public benefit and utility.

**THEREFOR**, based upon findings above, the Board makes the following:

**ORDER**

1. That Branch 2 of LCD 58 be repaired according to the engineer's recommended repair alternative 2 as indicated in the revised engineer's repair report dated April 13, 2015.
2. That the proceedings be recessed for the purpose of appointing and qualifying viewers under statutes section 103E.715, subd., for the purpose of determining damages caused by the realignment of the drainage system proposed by the engineer's recommended repair alternative 2.
3. That the proceedings be re-noticed and reconvened within 30 days after the property owners' report of damages is mailed.
4. That after the continued hearing on the report of damages, subject to further Board order, the engineer prepare plans and specifications for the repair and bid the project.

5. That if a contract is awarded for the repair, the assessment for repair of Branch 2 of LCD 58 be divided over a period of at least 2 years in order to satisfy the requirements of statutes section 103E.705, subd. 6 which limits annual repair assessments to an amount less than \$100,000.
6. That upon completion of the repair, if ordered, the remnant portion of Branch 2 of LCD 58, as replaced by the realignment repair, be abandoned.

The motion was seconded by Commissioner \_\_\_\_\_, and after discussion, the motion \_\_\_\_\_ and the findings and order were \_\_\_\_\_ by a vote of \_\_\_\_ yes and \_\_\_\_ no.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER  
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY  
DITCH 58

By \_\_\_\_\_  
Chairperson



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# **Le Sueur County, MN**

**Tuesday, May 19, 2015**

**Board Meeting**

## **Item 6**

**11:15 a.m. Human Resources (10 min.)**

**Staff Contact:**



# Human Resources

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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 May 19, 2015**

Recommendation to grant regular status to Ruby Kramer, full time Administrative Assistant/Recording Clerk in the County Administration Department, effective May 19, 2015. Ruby has completed the six-month probationary period.

Recommendation to hire Dawn Giesen as a full time Recreational Therapist in Human Services, as a Grade 7, Step 1 at \$18.09 per hour, effective June 8, 2015.

Recommendation to grant an additional step to Sherri Simon, full time Deputy Auditor Treasurer III – Accounts Payable/Records Management in the Auditor-Treasurer's Office, effective March 2, 2015. January 2015 hourly rate \$23.16; March 2015 promotion hourly rate \$23.45, increase was \$.29. The additional step promotion criteria were met due to the salary increase being less than \$.50. Additional step hourly rate would be \$24.30.

Recommendation to grant an additional step to David O'Malley, full time Facility and Grounds Staff in the Building Maintenance Department, effective March 23, 2015. January 2015 hourly rate \$21.56; March 2015 promotion hourly rate \$22.08, increase was \$.52. The additional step promotion criteria were met due to Dave performing the duties and responsibilities of the position. Additional step hourly rate would be \$22.86.

Recommendation to grant an additional step to Scott Blaschko, full time Facility and Grounds Staff in the Building Maintenance Department, effective March 23, 2015. January 2015 hourly rate \$17.52; March 2015 promotion hourly rate \$17.92, increase was \$.40. The additional step promotion criteria were met due to the salary increase being less than \$.50. Additional step hourly rate would be \$18.57.

*Equal Opportunity Employer*



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# **Le Sueur County, MN**

**Tuesday, May 19, 2015**

**Board Meeting**

## **Item 7**

**11:25 am Darrell Pettis, County Administrator**

*RE: Le Sueur County HRA Board Appointments Needed (Gliszinski and Wetzel districts)*

*RE: County Ditch Spraying Quote*

*RE: 2014 Road and Bridge Annual Report*

*RE: State Aid Funding*

*RE: Planning for Future County Technology Needs*

*RE: 2015 Federal Supplemental Boating Safety Patrol Grant Agreement*

*RE: Award County Wide Seal Coat Contract*

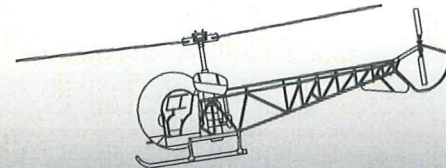
*RE: Award CSAH 26 & 28 Microsurfacing Contract*

**Staff Contact:**

# Scott's Helicopter Services

FAA Approved Repair Station

C.R.S. # CUHR 150S



May 4, 2015

Sue Prchal

Le Sueur County Soil and Water

Conservation District

181 W. Minnesota St.

Le Center, MN 56057

Dear Sue,

Please find my price listed below for the Le Sueur County Ditch spraying contract for 2015.

\$18.50 per acre application

\$13.50 per acre chemical-24D, Weedar, or Equivalent

\$.98 per acre sales tax

Total acre price \$32.98

If you have any questions, please give me a call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Churchill".

Scott Churchill

Scott's Helicopter Services, Inc.



Office of  
**David D Tietz**

Sheriff of Le Sueur County  
Le Center, Minnesota 56057

CHIEF DEPUTY SHERIFF  
Brett V.P. Mason

INVESTIGATOR  
Bruce Collins  
Bob Vollmer  
Todd Waldron

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

May 13, 2015

MN Department of Natural Resources  
Attn: Ms Deb Either  
Grants Specialist  
500 Lafayette Road Box 47  
St Paul, MN 55155-4046

Re: Federal Boat and Water Grant

Dear Ms. Either:

Attached please find the required signed resolution and signed contractual agreements authorizing the LeSueur County Sheriff's Office to enter into an agreement with the Minnesota Department of Natural Resources for the 2015 Federal Boating Enforcement Supplemental Grant in the amount of \$3875.00 as required.

The LeSueur County Sheriff's Boat and Water Patrol and Enforcement Division work plan for 2015 will focus on patrolling the lakes and the Minnesota River located within LeSueur County and allows time for boat and water enforcement. Our Water Patrol Unit will consist of 1 full time licensed officer and 2 licensed part-time officers who will work with the full time officer as the need arises. The Water Patrol Unit will be patrolling the lakes in LeSueur County an average of 40 hours a week on various days with emphasis on the weekends and holidays when the boat traffic is the heaviest and as weather allows.

The Water Patrol Unit has access to 2 boats which allows officers to access all the lakes in various conditions and activities as needed to ensure safety on the water.

Should you or your staff need any additional documents or have other questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to be "David Tietz", written over a horizontal line.

Sheriff David Tietz.



2015 STATE OF MINNESOTA  
FEDERAL SUPPLEMENTAL BOATING SAFETY PATROL  
GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: 91883

PO #: 3000074151

State Accounting Information

|                         |                            |                                |                      |                                 |
|-------------------------|----------------------------|--------------------------------|----------------------|---------------------------------|
| Dept. ID<br>R29         | PC Bus. Unit<br>R2901      | Fiscal Year<br>2015            | Source Type<br>REIMB | Vendor Number<br>0000197299-001 |
| Total Amount<br>\$3,875 | Project ID<br>R29G4CGSFY15 | Billing Location<br>R297000221 | DUNS<br>052381993    |                                 |

Accounting Distribution

|              |                           |                       |                      |                   |                     |
|--------------|---------------------------|-----------------------|----------------------|-------------------|---------------------|
| Fund<br>3000 | Fin. Dept. ID<br>R2937715 | Approp. ID<br>R294203 | Category<br>84101501 | Account<br>441302 | Activity<br>A4CG002 |
|--------------|---------------------------|-----------------------|----------------------|-------------------|---------------------|

|                                 |                                     |
|---------------------------------|-------------------------------------|
| Grant Begin Date<br>May 8, 2015 | Grant End Date<br>September 7, 2015 |
|---------------------------------|-------------------------------------|

Grantee Name and Address:

Le Sueur Co. Sheriff  
88 S. Park Av.  
Le Center, MN 56057

Payment Address:  
(where DNR sends the check)

Le Sueur Co. Treasurer  
88 S. Park Ave.  
Le Center, MN 56057

**2015 STATE OF MINNESOTA  
FEDERAL SUPPLEMENTAL BOATING SAFETY PATROL  
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and Le Sueur Co. Sheriff, 88 S. Park Av., Le Center, MN 56057 ("Grantee"). The payment address for this grant agreement is Le Sueur Co. Treasurer, 88 S. Park Ave., Le Center, MN 56057.

**Recitals**

1. Under Minnesota Statute § 84.085, Subdivision 1(c) the State is empowered to enter into this grant.
2. This grant will be used to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Agreement**

**1 Term of Grant Agreement**

- 1.1 **Effective date:** May 8, 2015. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2015 grant expenditures incurred back to the effective date. Reimbursements will only be made for expenditures made according to the terms of this grant.
- 1.2 **Expiration date:** September 7, 2015. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**2 Grantee's Duties**

The Grantee, who is not a state employee, will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules" will be enforced. Refer to Exhibit "A" which is attached and incorporated into this agreement for more information on allowable expenses.

**Reporting Requirements:** The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing.

**3 Time**

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

**4 Consideration and Payment**

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Three thousand eight hundred seventy-five dollars (\$3,875).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Three thousand eight hundred seventy-five dollars (\$3,875).

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices may be submitted at the end of the grant period or as often as monthly. Each invoice shall be accompanied by log sheets or activity sheets as described in Exhibit A. The final invoice and required narrative report must be submitted to the State not later than October 6, 2015, unless an extension is granted in writing from the State.
- (b) **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in U.S.C. 13101-13110. Exhibit "B" is attached and incorporated into this grant agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
  - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
  - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
  - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
  - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5. **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. **Authorized Representative**

The State's Authorized Representative is Rodmen Smith, Assistant Director, Enforcement Division -- Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5054, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the County Sheriff or designee. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. **Assignment, Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

- 9     **State Audits**  
Under Minnesota Statute § 16B.98, Subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
- 10    **Government Data Practices and Intellectual Property**  
10.1 *Government Data Practices.* The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
- If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 11    **Workers' Compensation**  
The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
- 12    **Publicity and Endorsement**  
12.1 *Publicity.* Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.  
12.2 *Endorsement.* The Grantee must not claim that the State endorses its products or services.
- 13    **Governing Law, Jurisdiction, and Venue**  
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14    **Termination**  
14.1 *Termination by the State.* The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.  
14.2 *Termination for Cause.* The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.  
14.3 *Termination for Insufficient Funding.* The State may immediately terminate this grant contract if:  
a) It does not obtain funding from the Minnesota Legislature  
b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15    **Data Disclosure**  
Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Invasive Species Prevention**

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Brenda Medd

Date: 4/22/15

SWIFT Contract # 91883

Purchase Order # 3000074151

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]

Title: County Sheriff

Date: 5/12/2015

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

Title: Chairperson of County Board

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

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

Title: County Auditor or Administrator

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

**3. STATE AGENCY: NATURAL RESOURCES**

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

Title: Assistant Director, Enforcement Division – Central Office

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

Attachments: Exhibits "A" & "B"

Distribution:

1. DNR - OMBS
2. Grantee - 2 (Sheriff's Office & Co. Board)
3. State's Authorized Representative

**2015 FEDERAL BOATING ENFORCEMENT  
SUPPLEMENTAL AGREEMENT  
(CFDA #97.012)**

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays do not qualify for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.
2. Unless otherwise noted in this exhibit, the program shall begin on Friday, May 8, 2015 and end at midnight, Monday, September 7, 2015. Grant return deadline is Monday, June 1, 2015 unless an extension is granted in writing from the state.
3. Reimbursable hours and days of operation shall occur during the following days and hours:

The schedule of hours shall be left to the county. Scheduling, however, should be made to coincide with periods of activity or complaints and night patrols are encouraged. *If at all possible, schedules should be canceled or delayed if inclement weather is expected.*

4. Emphasis on this program shall be placed on the following violations:
  - Boating while intoxicated
  - Personal watercraft operation
  - Careless and reckless operation
  - Speed and wake violations
  - Use of navigation lights
  - Other boating equipment and registration violations
5. Allowable costs include overtime patrol hours, additional personnel salary and appropriate fringe benefits associated with patrol. No indirect costs will be paid by the state. Invoices may be submitted at the end of the grant period or as often as monthly. A copy of the daily logs of each deputy involved - showing hours on duty, water body patrolled, boats stopped, citations or warnings issued and other pertinent information on a daily basis must be submitted with the monthly reimbursement invoice. The deputy and his or her supervisor must sign each log sheet. Reimbursement requests must also include a summary of the times and hours worked and total costs for each deputy by date.

All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2015 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.
6. Each participating county, with the last payment request, will submit a written review of the program. Final payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.
7. **Deadline for the final invoice and narrative is Tuesday, October 6, 2015. Any invoice submitted after that date will not be reimbursed, unless an extension is granted in writing from the State.**
8. Hours from this program will be excluded in determining the regular 2017 county grant allocation.
9. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2015 county supplemental patrol work plan must be submitted to the State for approval before the grant may be processed.

## 2015 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency:
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1995 and OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations." \*(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

*\*If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133 - "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor - Single Audit Division, Suite 400, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section - Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10<sup>th</sup> Street, Jeffersonville, IN 47132.*



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# **Le Sueur County, MN**

**Tuesday, May 19, 2015**

**Board Meeting**

## **Item 8**

### **Future Meetings**

**Staff Contact:**

## Future Meetings 2015

|               |  |
|---------------|--|
| May 19, 2015  | Board Meeting, 9:00 a.m.   |
| May 21, 2015  | Board of Adjustment Meeting, 3:00 p.m.<br>Environmental Services Building  |
| May 25, 2015  | Memorial Day, Offices Closed   |
| May 26, 2015  | Board Meeting, 9:00 a.m.   |
| June 2, 2015  | Board Meeting, 9:00 a.m.   |
| June 6, 2015  | German-Jefferson Sewer Board Neighborhood Work Session<br>*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.<br>Environmental Services Building  |
| June 13, 2015 | German-Jefferson Sewer Board Neighborhood Work Session<br>*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.<br>Environmental Services Building  |
| June 20, 2015 | Board of Equalization Meeting, 9:00 a.m. (Saturday)  |
| June 23, 2015 | Board Meeting, 9:00 a.m.<br>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.<br>Environmental Services Building  |
| July 14, 2015   | No Board Meeting   |
| July 16, 2015   | Board of Adjustment Meeting, 3:00 p.m.<br>Environmental Services Building                        |
| July 21, 2015   | Board Meeting, 9:00 a.m.   |
| July 21, 2015   | Le Sueur – Waseca Community Health Board (CHB)<br>1:30pm in the Waterville City Council Chambers |
| July 28, 2015   | Board Meeting, 9:00 a.m.   |
| August 4, 2015  | Board Meeting, 9:00 a.m.   |
| August 11, 2015 | No Board Meeting   |
| August 13, 2015 | P&Z Meeting, 7:00 p.m.<br>Environmental Services Building  |
| August 18, 2015 | Board Meeting, 9:00 a.m.   |
| August 20, 2015 | Board of Adjustment Meeting, 3:00 p.m.<br>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.<br>Environmental Services Building                 |
| September 15, 2015 | Board Meeting, 9:00 a.m.  |
| September 17, 2015 | Board of Adjustment Meeting, 3:00 p.m.<br>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.<br>Environmental Services Building                 |
| October 13, 2015   | No Board Meeting  |
| October 15, 2015   | Board of Adjustment Meeting, 3:00 p.m.<br>Environmental Services Building |
| October 20, 2015   | Board Meeting, 9:00 a.m.  |
| October 27, 2015   | Board Meeting, 9:00 a.m.  |

