1. February 26, 2019 Agenda Packet

Documents:

20190226-MEETINGPACKET.PDF
LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
February 26, 2019

1. 9:00 a.m. Call Board of Commissioners Meeting to Order (5 min)
   1. Pledge of Allegiance
   2. Agenda Approval
   3. Consent Agenda Approval: February 19, 2019 Minutes and Summary Minutes

2. 9:05 a.m. Cindy Shaughnessy, Public Health (15 min)

3. 9:20 a.m. Joshua Mankowski, Planning & Zoning Administrator (10 min)
   1. Request for Action

4. 9:30 a.m. Jeff Neisen, IT Director (5 min)

5. 9:35 a.m. Brett Mason, Sheriff (5 min)
   1. Vehicle Purchase Request

6. 9:40 a.m. Ron Jacobson (10 min)
   1. Short Term Rentals

7. 9:50 a.m. Darrell Pettis, County Administrator
   1. Classification/Compensation Plan

8. Commissioner Committee Reports

9. Future Meetings
10. Work Session after the Board Meeting: Short Term Rentals/VRBO
Le Sueur County, MN
Tuesday, February 26, 2019
Board Meeting

Item 1

9:00 a.m. Call Board of Commissioners Meeting to Order (5 min)

1. Pledge of Allegiance

2. Agenda Approval

3. Consent Agenda Approval: February 19, 2019 Minutes and Summary Minutes

Staff Contact:
Minutes of Le Sueur County Board of Commissioners Meeting
February 19, 2019

The Le Sueur County Board of Commissioners met in regular session on Tuesday, February 19, 2019 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Danny O’Keefe, and Lance Wetzel. Steve Rohlfing was excused. Also present were County Administrator Darrell Pettis and County Attorney Brent Christian.

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

On motion by Wetzel, seconded by O’Keefe and unanimously approved, the Board approved the consent agenda:

- Approved the February 5, 2019 Board Minutes and Summary Minutes

Josh Mankowski, Planning & Zoning Administrator appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by O’Keefe and unanimously approved, the Board approved and authorized the Board Chair to sign the following Resolution Amending Le Sueur County Zoning Ordinance:

RESOLUTION AMENDING LE SUEUR COUNTY ZONING ORDINANCE

WHEREAS, zoning ordinances are designed for the purpose of promoting the public health, safety, and general welfare: and

WHEREAS, from time to time it is in the best interest of the County to revise the Zoning Ordinance for the purpose of promoting the public health, safety, and general welfare; and

WHEREAS, the County recognizes that the Zoning Ordinance need to be amended to reflect the goals of the County Land Use Plan which was completed in 2007; and

WHEREAS, the Planning and Zoning Commission held a public hearing on the Ordinance on November 8, 2018 and January 10, 2019 and took testimony from the public, and at their January 10, 2019 meeting unanimously recommended adoption to the County Board; and

WHEREAS, the County Board held a public hearing on the Ordinance on February 5, 2019 and took testimony from the public,

WHEREAS, based upon the Planning and Zoning Commission’s recommendation and minutes, the County Board hereby finds and determines that:

1. State Statute enables counties to enact land use plans through zoning ordinances.
2. The proposed amendments reflect the goals and polices of the County Land Use Plan.
3. The proposed amendments encourage land use and zoning practices that will protect the public’s health, safety, morals, and general welfare.
4. The proposed amendments will preserve significant bluff areas, wetlands, and natural resources.

NOW, THEREFORE, BE IT FURTHER ORDAINED that the Le Sueur County Zoning Ordinance is amended with the proposed ordinance language is adopted. This Ordinance shall become effective March 1, 2019.

Sue Rynda, Human Services Director, appeared before the Board to give the monthly Human Services Report. This presentation covered Finance, Income Maintenance, Child Support, Family Services, and Mental Health.

On motion by Gliszinski, seconded by O’Keefe and unanimously approved, the Board approved the Human Services claims:

Financial: $ 31,812.82
Soc Services: $134,114.15

On motion by O’Keefe, seconded by Wetzel and unanimously approved, the Board approved the Alee Services Waiver Services Contract.

Dave Tiegs, Highway Engineer appeared before the Board with several items for approval.

On motion by Gliszinski, seconded by O’Keefe and unanimously approved, the Board approved to accept the Annual Seasonal Bids for asphalt, aggregate, equipment rentals and materials.

On motion by Wetzel, seconded by O’Keefe and unanimously approved, the Board approved and authorized the Board Chair to sign a MnDOT Lighting Agreement for T.H. 99 Intersections.

On motion by Gliszinski, seconded by O’Keefe and unanimously approved, the Board approved and authorized the Board Chair to sign a Detour Agreement for T.H. 99 Detour.

Holly Kalbus, Water Planner appeared before the Board with one item for discussion and approval.

On motion by Wetzel, seconded by O’Keefe and unanimously approved, the Board approved and authorized the Board Chair to sign a Joint Powers Agreement for Cannon River Watershed.

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

A retirement plaque was presented to Sharon Erickson, full time Registered Nurse in Public Health. Sharon will retire on February 28, 2019 after almost 26 years of service.
On motion by O’Keefe, seconded by Wetzel and unanimously approved, the Board approved to hire Isaac Holm as a full time Dispatcher in the Sheriff’s Office, Grade 6, Step 4 at $20.86 per hour, effective February 19, 2019.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved to advertise for a part time Dispatcher in the Sheriff’s Office, Grade 6, Step 4 at $20.86 per hour.

On motion by Wetzel, seconded by O’Keefe and unanimously approved, the Board approved to grant regular status to Jeremy Swenson, full time Correctional Officer in the Sheriff’s Office, effective February 19, 2019.

On motion by O’Keefe, seconded by Gliszinski and unanimously approved, the Board approved to hire Zachary Enz as a full time Help Desk Technician in the Information Technology Department, Grade 6, Step 4 at $23.45 per hour, effective February 25, 2019.

On motion by O’Keefe, seconded by Wetzel and unanimously approved, the Board approved to hire Ashley Schultz as a full time Office Support Specialist, Sr. in Human Services, Grade 4, Step 4 at $18.57 per hour, effective February 20, 2019.

On motion by Gliszinski, seconded by O’Keefe and unanimously approved, the Board approved to grant regular status to Edith Hartje, full time Office Support Specialist in Human Services, effective February 7, 2019.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to renew and sign the Le Sueur County Telecommute Agreement with Roxanne Braun-Billings, effective March 1, 2019.

On motion by Gliszinski, seconded by O’Keefe and unanimously approved, the Board approved the request from Mary Jo O’Malley, full time Administrative Assistant II in the County Attorney’s Office, to enter into the Phased Retirement Option Initial Agreement with Le Sueur County, effective March 4, 2019.

On motion by O’Keefe, seconded by Gliszinski and unanimously approved, the Board approved to post and advertise for a full time Administrative Assistant II in the County Attorney’s Office, Grade 4, Step 4 at $18.57 per hour.

Darrell Pettis, County Administrator appeared before the Board with a TRUE Transit update.

**Commissioner Committee Reports:**

Commissioner Wetzel attended a Blue Earth – Le Sueur Joint Ditch 15 meeting.

Commissioner O’Keefe attended a CHB meeting and the Annual Township Meeting.

Commissioner Gliszinski attended a CHB meeting, Personnel Committee meeting, Labor Management Committee meeting, Annual Township Meeting.
Commissioner King attended a Justice Center progress meeting and a Personnel Committee meeting.

On motion by O'Keefe, seconded by Gliszinski and unanimously approved, the following claims were approved for payment:

<table>
<thead>
<tr>
<th>Warrant #</th>
<th>Vendor Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>53439</td>
<td>Advanced Correctional Healthcare Inc.</td>
<td>$2,442.90</td>
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<tr>
<td>53440</td>
<td>Ag Partners Coop</td>
<td>$8,494.31</td>
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<tr>
<td>53442</td>
<td>APG Media of Southern MN LLC</td>
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<td>53449</td>
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<tr>
<td>53454</td>
<td>Champ Software Inc.</td>
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<tr>
<td>53455</td>
<td>Christian, Keogh, Moran &amp; King</td>
<td>$2,583.40</td>
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<tr>
<td>53461</td>
<td>Erickson Engineering Co. LLC</td>
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<td>53480</td>
<td>I &amp; S Group Inc.</td>
<td>$13,483.68</td>
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<td>ITsavvy LLC</td>
<td>$10,073.83</td>
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<td>53504</td>
<td>Motorola, Inc.</td>
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<td>53508</td>
<td>Anthony Nerud</td>
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104 Claims paid less than $2,000.00: $33,169.38
25 Claims paid more than $2,000.00: $173,551.67
129 Total all claims paid: $206,721.05

On motion by Wetzel, seconded by O’Keefe and unanimously approved, the Board adjourned until Tuesday February 26, 2019 at 9:00 a.m.

**ATTEST:**

Le Sueur County Administrator

Le Sueur County Chairman
Summary Minutes of Le Sueur County Board of Commissioners Meeting, February 19, 2019

- Approved the agenda for the business of the day. (Gliszinski-Wetzel)
- Approved the consent agenda. (Wetzel-O’Keefe)
- Approved the Resolution Amending the Le Sueur County Zoning Ordinance. (Gliszinski-O’Keefe)
- Approved the Human Services claims: Financial $ 31,812.82 and Soc Services $134,114.15 (Gliszinski-O’Keefe)
- Approved the Alee Services Waiver Services Contract. (O’Keefe-Wetzel)
- Approved to accept the Annual Seasonal Bids for asphalt, aggregate, equipment rentals and materials. (Gliszinski-O’Keefe)
- Approved a MnDOT Lighting Agreement for TH 99 Intersections. (Wetzel-O’Keefe)
- Approved a Detour Agreement for T.H 99 Detour. (Gliszinski-O’Keefe)
- Approved and authorized the Board Chair to sign the Joint Powers Agreement for Cannon River Watershed. (Wetzel-O’Keefe)
- Approved to hire Isaac Holm in the Sheriff’s Office. (O’Keefe-Wetzel)
- Approved to advertise for a part time Dispatcher in the Sheriff’s Office. (Gliszinski-Wetzel)
- Approved regular status to Jeremy Swenson in the Sheriff’s Office. (Wetzel-O’Keefe)
- Approved to hire Zachary Enz in the Information Technology Department. (O’Keefe-Gliszinski)
- Approved to hire Ashley Schultz in Human Services. (O’Keefe-Wetzel)
- Approved regular status to Edith Hartje in Human Services. (Gliszinski-O’Keefe)
- Approved to renew a Le Sueur County Telecommute Agreement with Roxanne Braun-Billings. (Wetzel-Gliszinski)
- Approved the request from Mary Jo O’Malley in the County Attorney’s Office to enter into the Phased Retirement Option Initial Agreement with Le Sueur County. (Gliszinski-O’Keefe)
- Approved to post and advertise for a full time Administrative Assistant II in the County Attorney’s Office. (O’Keefe-Gliszinski)

The following claims were approved for payment: (O’Keefe-Gliszinski)

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104  Claims paid less than $2,000.00: $  33,169.38
25  Claims paid more than $2,000.00: $173,551.67
129  Total all claims paid: $206,721.05

• Adjourned until Tuesday February 26, 2019 at 9:00 a.m. (Wetzel-O’Keefe)

ATTEST: Le Sueur County Administrator       Le Sueur County Chairman
Le Sueur County, MN
Tuesday, February 26, 2019
Board Meeting

Item 2

9:05 a.m. Cindy Shaughnessy, Public Health (15 min)

Staff Contact:
Le Sueur County Board of Commissioners Meeting
February 26, 2019

Cindy Shaughnessy, Public Health Director

**Agenda:**

1) **2018 Financial Summary Public Health**
   - **Attached:** Total budget $2,334,676 with $407,580 needed in tax dollars
   - Public Health over budget by $165 for 2018

2) **Amended Immtrack Joint Powers Agreement**
   - **Attached:** Amended JPA between the 6 participating counties (Le Sueur, Waseca, Brown, Nicollet, Blue Earth, Watonwan) was reviewed and approved by the respective county attorneys including Brent Christian
   - Amended 1-1-19 to include annual meeting requirement, electing a secretary/treasurer, and language related to a party exercising its right to withdrawal
   - Request Board approval of the amended JPA and signatures by the Chair, Clerk and County Attorney

3) **Update re: status of Delta Dental grant**
   - Application submitted 2-12-19 for a $5,000 Delta Dental grant to provide funding for the Healthy Smiles program which provides dental services to children age 14 and younger on MA and those without insurance
   - The grant would be used to reimburse the dental hygienist for services rendered to uninsured children and for Public Health support services in making appointments and running the monthly clinic.

4) **Other**
### INCOME

#### Grants
- Local Public Health Grant (LPHG) $96,195
- Maternal Child Health (MCH) $28,266
- Emergency Prepared. PHEP/CRI $31,394
- TANF $26,828
- SHIP $7,536
- IPI, EHDI and EHD $2,654
- EBHV (Evidence Based HV) grant $5,237

**Total** $198,110

#### Fees For Home Care
- Medicare $16,750
- Medical Assistance $142,891
- Private Pay $19,000
- Veterans Administration $107,489
- Waivered Services (AC, HM) $61,985
- Insurance $1,144
- UCare MSHO, MSC+ $114,857
- Blues MSHO, MSC+ $84,017
- Medica MSHO, MSC+ $24,131

**Total** $572,264

#### Fees Waiver Team/ Case Management
- UCare MSHO, MSC+ $112,486
- Blues MSHO, MSC+ $182,791
- Medica MSHO, MSC+ $10,410
- Waivered Services (CM + Case Aide) $275,060
- MnCHOICES (time study) $142,136
- Pass Thru (chore, transit, mods) $57,773
- PCA - MA $1,106

**Total** $781,762

#### Miscellaneous
- Donations, refunds, misc. revenue $1,284

**Total** $1,284

#### Fees for Health Promotion
- CTC Contract $81,444
- Immunizations & Hepatitis $1,920
- WIC $148,683
- Early Childhood Screening $3,308
- Flu Vaccinations $18,553
- Family Health MA $21,539

**Total** $275,447

#### Fees for Community Health
- Water / Wells / Pools $7,565
- Food, Beverage & Lodging $72,195
- MHP / RCA $18,466

**Total** $98,226

**INCOME TOTAL** $1,927,093

Auditor's office dollars needed $407,580

**INCOME GRAND TOTAL** $2,334,676

### EXPENSES

#### Salaries
- RN, PHN, REHS, RD $1,175,619
- Support Staff $186,679
- Home Health Aides $131,499
- Homemakers $70,671
- Fringe Benefits $522,978
- Unemployment $-
- Per Diem $300

**Total** $2,087,746

#### Transportation Costs
- $71,327

#### Professional Services
- Waivered Services program expens $753
- Waivered Pass thru(chore,bus,mod $57,275
- MCH $418
- Medicare $2,613
- CTC Outreach (overpayment 17,413) $19,447
- LPHG $8,309
- CH Core Function Fee payment $935
- WIC $2,902
- PHEP/ PH Emergen. Preparedness $665
- CRI $455
- TANF $1,535
- Flu Vaccine $13,562
- SHIP $6,926

**Total** $115,795

#### Operating Expenses
- Staff Expenses,Training, Education $3,572
- Printing & Advertising $4,506
- Equipment $9,991
- Agency Dues & Licensing & Subsci $5,813
- MN Care Tax $427
- Postage (CH water samples) $449
- Office Supplies; UPS $4,494
- Equipment $9,991
- Nursing supplies & CH lab expens $5,347
- Repairs & Maintenance $-

**Total** $34,804

**EXPENSES TOTAL** $2,334,710

Auditor’s office reconcile $ (34)

**EXPENSES GRAND TOTAL** $2,334,676

Public Health over budget by $165
South Central Regional Immtrack
JOINT POWERS AGREEMENT

Article 1
Enabling Authority

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as “Parties,” and individually as “Party” which are signatories to this “Agreement.”

Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties; and

Minnesota Statutes, Section 145A.04 provides that a political subdivision may implement a project to prevent and control communicable diseases, including vaccine-preventable diseases and to implement and maintain a regional immunization information system to assure age-appropriate immunizations through complete and accurate immunization records available to public and private health care providers; and

In consideration of the mutual promises and Agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59 and Minnesota Statutes, Section 145A.04 and all other applicable statutes, rules, and regulations, the following Parties:

Blue Earth County
Brown County
Le Sueur County
Nicollet County
Waseca County
Watonwan County

hereto agree as follows:

Article 2
Purpose

The Parties desire to establish a mechanism whereby they may jointly exercise powers common to each participating Party on issues requiring:

A. Fulfillment of the Parties broad responsibilities to protect the health and welfare of their citizens.
B. Age appropriate immunizations and reduction in the occurrence of vaccine-preventable disease through maintenance of complete and accurate immunizations records.
C. Planning, development of policies, implementation, and direct management of the operations of a regional immunization information system.
D. Establishment of procedures to add qualifying Parties to this Agreement.
E. Establishment of a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.

**Article 3**

**Name**

The name of this entity shall be South Central Regional Immtrack hereinafter sometimes referred to as the Immtrack.

**Article 4**

**Governance**

4.1 **Governing Board.** A governing board shall be formed to oversee the operation of the Immtrack and shall be known as the Board.

4.1.1. The Membership of the Governing Board shall be composed of one representative appointed by each participating county’s governing body. The representative need not be a member of the governing body of the participating county but must be an agent thereof. An alternate can be designated by each participating county’s governing body, in the event the member appointed to the Governing Board is temporarily unable to attend. An alternate shall possess the same qualifications as the Governing Board Member. Any designation of an alternate shall be in writing, signed by the appropriate county, and delivered to the Secretary of the Governing Board.

4.1.2. **Documentation.** Resolutions or other documentation of designation shall be filed with the Secretary of the Board.

4.1.3. **Members not Employees.** Members of the Board shall not be deemed to be employees of the Immtrack and will not be compensated, including per diem allowance, for serving on the Board. For all purposes, including workers compensation, each member of the Board shall be considered to be an employee of the Party that made the appointment.

4.2. **Terms; Vacancies.** Board members shall serve until the appointing authority makes a change. The appointing entity shall appoint a designee and/or alternate as soon as a vacancy occurs.

4.3. **Officers of the Board.** The Board shall elect a Chair and Vice Chair from its membership who shall serve for one year.

4.3.1. **Election of Officers.** The election of the Chair and Vice-Chair shall be conducted at the first board meeting of every year. There is no restriction as to the number of terms.
4.3.2. **Additions to the Board.** The Board may elect or appoint such other officers as it deems necessary to conduct the affairs of the organization.

4.3.3. **Secretary/Treasurer.** The Board will elect or appoint a secretary/treasurer.

4.3.4. **Committees.** The Board shall have the authority to appoint such committees as it deems necessary to fulfill the purpose of the organization.

4.4. **Meetings.** The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law). There shall be an annual meeting of the Board held each calendar year with a minimum of two meetings per year on such dates and at such times and places as the Board shall determine.

4.5. **Voting.** A quorum shall consist of no less than fifty percent (50%) of board members or alternates eligible to vote. Board actions shall be determined by a majority of the votes cast at the meeting. Abstentions shall not be counted as votes cast for the purpose of this section. Proxy votes are not permitted.

4.6. **By-Laws.** The Board may adopt bylaws to govern its operations. Such bylaws shall be consistent with the Agreement and applicable law.

4.7. **Amendments.** This Agreement may be amended from time to time as deemed necessary. Amendments require agreement of all Parties and must be provided to all Parties at least thirty (30) days prior to the effective date of the proposed amendment.

4.8. **Records, Accounts and Reports**

4.8.1. **Records and Reports.** The books and records, including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minn. Statute Chapter 13. They shall be maintained at Blue Earth County Human Services, 410 South Fifth Street, Mankato, Minnesota, 56002. Blue Earth County will serve as the fiscal agent for grant funds received by the Immtrack. Records, accounts and reports shall be maintained by the Secretary/Treasurer.

4.8.2. **Receipts and Disbursements.** The Immtrack will ensure strict accountability for all funds of the organization and will require reports on all receipts and disbursements made to, or on behalf of the Immtrack.

**Article 5**

**Duties of the Board**

The Board shall formulate a plan to carry out its purposes pursuant to Article 2.

**Article 6**

**Powers of the Board**

6.1. **General Powers.** The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its
duties. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

6.2. Specific Powers.

6.2.1. Contracts. The Board may enter into contracts necessary for the exercise of its duties and responsibilities to govern the Immtrack. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law (i.e., fiscal management, personnel management).

6.2.2 Annual Budget. The fiscal year of the Immtrack shall be the calendar year, January 1 through December 31. An annual budget will be prepared and submitted to the Board by the fiscal agent annually, prior to January 1.

6.2.3. Insurance. The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.

Article 7
Indemnification and Hold Harmless

7.1. Applicability. The Immtrack shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. Immtrack shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.

7.2. Indemnification and Hold Harmless. The Immtrack shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Immtrack. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.
**Article 8**

**Term**

This Agreement shall commence upon approval of the governing body of each Party and signature of the official with authority to bind the entity listed in Article I.

The Agreement shall be in effect only with respect to the Parties who have approved and signed it.

**Article 9**

**Withdrawal and Termination**

9.1. **Withdrawal:** Any Party shall have the right to withdraw from this Agreement and the Immtrack created in the following manner:

The Party withdrawing shall pass a resolution declaring its intent to withdraw effective on a specified date, which date shall not be less than ninety (90) days from the day of the resolution, and shall send a certified copy of such resolution to the chairperson of the Immtrack Board not less than ninety (90) days before the effective date of withdrawal.

Upon receipt of the resolution of a withdrawal, the Chairperson shall, within ten (10) workdays, mail copies of the resolution to all Parties.

9.2. When a Party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent quarter unless the resolution declaring its withdrawal is sent later than the first day of the last month in the quarter, in which case, fiscal liability will be limited to that accruing within sixty (60) days of the notice declaring its withdrawal; and any payment in excess of this amount shall be refunded to the withdrawing Party immediately.

The withdrawing Party shall not be entitled to a refund of fees paid to the Immtrack Board prior to the effective date of withdrawal.

Notwithstanding a Party’s authority to withdraw, this Agreement and the Board created hereby shall indemnify, defend, and hold harmless any withdrawing Party who has withdrawn in accordance with the terms of this Agreement for any acts of the Board and/or employees and/or the agents of the Immtrack for actions or inactions after the effective date of the Party’s withdrawal.

The Parties continuing this Agreement and the Board created hereby shall indemnify, defend, and hold harmless any withdrawing Party who has withdrawn in accordance with the terms of this Agreement.

After the effective date of termination of this agreement by all Parties, the Immtrack Board shall continue to exist for the limited purpose of discharging the Immtrack’s debts and liabilities, settling its affairs, and disposing of its property and surplus monies, if any.

9.3. **Termination.** This Agreement shall start upon January 1, 2012, as amended January 1, 2019, or upon the date of signature of the governing body and remain in force until
December 31, 2016 and it shall terminate then unless continued for an additional term or terms by the written agreement of all Parties unless or until a party exercises its right of withdrawal.

9.3.1 Effects of Withdrawal and Termination. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement.

9.3.1A Financial obligations shall continue until discharged by law or until withdrawal from this Agreement or any other agreement.

9.3.1B In case of termination, all unused funds and surplus property held by the Immtrack Board shall be distributed in accordance with grantor agreement of the State of Minnesota or otherwise in proportion to the total population of the respective counties as reported by the most recent census. Any distribution or unused fund or surplus property would go only to Parties who were members on the effective date of the termination of this Agreement.

Article 10
Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with Blue Earth County who will maintain them at 410 South 5th Street, Mankato, Minnesota, 56001.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Each Party must complete the following. An original of each Party's execution of the Agreement should be attached to the Agreement and remain in a permanent file.

Approved as to form and execution: COUNTY OF LeSueur

__________________________  
County Attorney/Date

By: ____________________________  
Chair of Board

Date of Signature: ________________

Attest: ____________________________  
Clerk of Board

10-11  
n:/Contract/IMMTRACK JOINTPOWERS AGREEMENT.DOC(1-7)
Le Sueur County, MN
Tuesday, February 26, 2019
Board Meeting

Item 3

9:20 a.m. Joshua Mankowski, Planning & Zoning Administrator (10 min)

1. Request for Action

Staff Contact:
TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS

FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION

SUBJECT: “REQUEST FOR ACTION”

The Planning Commission recommends your action on the following items:

ITEM #1: USS WATER TOWN SOLAR LLC, MINNEAPOLIS, MN, (APPLICANT); ROBERT CULHANE JR, WATERVILLE, MN (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to construct a 1 MW Solar Garden in an Agriculture “A” District. Property is located in the West half of the SW quarter, Section 34, Waterville Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the attached findings for this request:

Therefore, the Planning Commission recommends Denial of the application as written.

ITEM #2: USS WATER CITY SOLAR LLC, MINNEAPOLIS, MN, (APPLICANT); ROBERT CULHANE JR, WATERVILLE, MN (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to construct a 1 MW Solar Garden in an Agriculture “A” District. Property is located in the West half of the SW quarter, Section 27, Waterville Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the attached findings for this request:

Therefore, the Planning Commission recommends Denial of the application as written.

ACTION: ITEM #1: ___________________________

ITEM #2: ___________________________

DATE: ___________________________

COUNTY ADMINISTRATOR’S SIGNATURE: ___________________________
ITEM # 1 FINDINGS OF FACT

WHEREAS, USS WATER TOWN SOLAR LLC, MINNEAPOLIS, MN, (APPLICANT); ROBERT CULHANE JR, WATERVILLE, MN (OWNER) has applied for a Conditional Use Permit to allow the applicant to construct a 1 MW Solar Garden in an Agriculture “A” District. Property is located in the West half of the SW quarter, Section 34, Waterville Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on February 14, 2019 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends Denial of the application due to the following findings:

1. The conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. Solar farms not the same a agriculture or residential, they are more of a commercial use.

2. The establishment of the conditional use will impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. Will impact neighboring properties.

3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.

4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

5. Adequate measures have not been or will not be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. Solar farms are more of a commercial venture and will disturb the area.

6. The Conditional Use Permit is not consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance. This use is more of a commercial venture in an Agriculture/Residential District. Should work to preserve good agricultural land in the Agriculture District.

7. The Conditional Use Permit is not consistent with the Comprehensive Land Use Plan? Solar is not referenced in the Comprehensive Land Use Plan.

WHEREAS, On February 26, 2019, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by USS WATER TOWN SOLAR LLC, MINNEAPOLIS, MN, (APPLICANT); ROBERT CULHANE JR, WATERVILLE, MN (OWNER).

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the February 26, 2019 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. The conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. Solar farms not the same a agriculture or residential, they are more of a commercial use.
2. The establishment of the conditional use will impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. **Will impact neighboring properties.**

3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.

4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

5. Adequate measures have not been or will not be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. **Solar farms are more of a commercial venture and will disturb the area.**

6. The Conditional Use Permit is not consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance. **This use is more of a commercial venture in an Agriculture/Residential District. Should work to preserve good agricultural land in the Agriculture District.**

7. The Conditional Use Permit is not consistent with the Comprehensive Land Use Plan? **Solar is not referenced in the Comprehensive Land Use Plan.**

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow the applicant to construct a 1 MW Solar Garden in an Agriculture “A” District. Property is located in the West half of the SW quarter, Section 34, Waterville Township, is **APPROVED/DENIED.**

ATTEST:

John King, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____________________________
WHEREAS, USS WATER CITY SOLAR LLC, MINNEAPOLIS, MN, (APPLICANT); ROBERT CULHANE JR, WATERVILLE, MN (OWNER) has applied for a Conditional Use Permit to allow the applicant to construct a 1 MW Solar Garden in an Agriculture “A” District. Property is located in the West half of the SW quarter, Section 27, Waterville Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on February 14, 2019 in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends Denial of the application due to the following findings:

1. The conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and may substantially diminishes and impairs property values within the immediate vicinity. The proposed site is too close to residential properties.

2. The establishment of the conditional use will impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. Will impeded future development of the area.

3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.

4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

5. Adequate measures have not been or will not be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. The proposed site is too close to residential properties.

6. The Conditional Use Permit is not consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.

7. The Conditional Use Permit is not consistent with the Comprehensive Land Use Plan. Solar is not listed in the Comprehensive Land Use Plan.

WHEREAS, On February 26, 2019, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by USS WATER CITY SOLAR LLC, MINNEAPOLIS, MN, (APPLICANT); ROBERT CULHANE JR, WATERVILLE, MN (OWNER).

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the February 26, 2019 Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. The conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and may substantially diminishes and impairs property values within the immediate vicinity. The proposed site is too close to residential properties.

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5. Adequate measures have not been or will not be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. **The proposed site is too close to residential properties.**

6. The Conditional Use Permit is not consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.

7. The Conditional Use Permit is not consistent with the Comprehensive Land Use Plan. **Solar is not listed in the Comprehensive Land Use Plan.**

**BE IT FURTHER RESOLVED,** by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow the applicant to construct a 1 MW Solar Garden in an Agriculture “A” District. Property is located in the West half of the SW quarter, Section 27, Waterville Township., is **APPROVED/DENIED.**

**ATTEST:**

John King, Chairman, Le Sueur County Board of Commissioners.

______________________________
Darrell Pettis, Le Sueur County Administrator

DATE: _____________________________
MEMBERS PRESENT: Don Reak, Doug Krenik, Al Gehrke, Commissioner Glinszinski

MEMBERS ABSENT: Jeanne Doheny, Shirley Katzenmeyer, Pam Tietz

OTHERS PRESENT: Joshua Mankowski

1. The meeting was called to order at 7:00 by Acting Chairperson Don Reak.

2. Agenda. Motion to approve agenda was made by Doug Krenik. Second by Al Gehrke. Approved.

3. Minutes from January 10, 2019 Meeting. Motion to approve minutes was made by Al Gehrke. Second by Scot Vonlehe. Approved.

4. Applications

ITEM #1: USS WATER TOWN SOLAR LLC, MINNEAPOLIS, MN, (APPLICANT); ROBERT CULHANE JR, WATERVILLE, MN (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to construct a 1 MW Solar Garden in an Agriculture "A" District. Property is located in the West half of the SW quarter, Section 34, Waterville Township.

Joshua Mankowski presented power point presentation. David Watts and Cullen Kobayoshi were present for the application.

TOWNSHIP: Notified. Response None

DNR: Notified. Response None

LETTERS:

Harry & Randee Tolzman regarding their concerns with approving the Conditional Use Permit, including removal of productive cropland, reduction in property values, health issues caused by solar, harm to wildlife, traffic hazard, and noise and TV reception.

James T. Chlan regarding his concerns with approving the Conditional Use Permit, including the proximity of the proposed solar garden to his property and removal of crop land from production.

Chuck Taylor regarding his concerns with approving the Conditional Use Permit, including the concerns listed by Tolzman with the addition of locating another solar garden in the vicinity of Waterville and how they will look to tourists.

Read a comments from a phone call with Peter Cowdin into record regarding his concerns about the impact to property values, chemical sprays and his belief the County should place a moratorium on solar gardens until they can be addressed specifically in the Zoning Ordinance.
Read a comments from a phone call with Kathy Hultgren into record regarding her concern about the impact a solar garden will have on neighboring properties

PUBLIC COMMENT & DISCUSSION:
Jerry Mason regarding his past experience with wind generated renewable energy, its impacts to television reception, the possibility of the project constantly changing ownership, accountability, impacts on wildlife and property values, and interference with pacemakers. David Watts referred to a study done by Kirkland Appraisal LLC that showed that a solar garden had no impact on the values of the surrounding properties.

Harry Tolzman voiced his concern that there are people living in the immediate vicinity and that this is located to proposed location for a future school. There is only a fence proposed, no other screening. He stated that the property that was leased for the other solar gardens was later sold to the solar company once construction was completed. He then went over the health concerns sited in the letter he submitted that was already read into the record. He also voiced his concern about the use of herbicide and cleaning chemicals contaminating ground water and Lake Sakatah. Stated his recommendation that the County place a moratorium on solar gardens until it can enact more standards.

Doug Krenik asked if the field was already being used for farming and stated that if so there was already herbicide being applied to the field.

Dean Stauffer regarding his concerns with removing land from agricultural production. When he came before the board to obtain a CUP to construct his house, the concern of the board was removing two acres of land from crop production. These two solar projects are much larger and are removing much more land from production.

David Watts responded that the panels do not give off sound. The properties surrounding the proposed site all already have screening from the field. The pesticide use will be below the amount already being applied on the field for crop production. This is a use similar to CRP.

The Board held some discussion about the process of cleaning the solar panels and that most of the time, only water is used.

Margaret Stauffer questioned the planting of pollinator mix on the site and where it would be planted. Don Reak explained that the area under the panels will be planted in a pollinator seed mix.

Jerry Mason regarding the contents of the seed mix and where he could find it. Don Reak explained that there are standard seed mixes. MnDOT, for example has a pollinator mix. Jerry Mason questioned how long the seed mix will take to become established. Don Reak replied that the seed mix takes about one year to become established.

Don Reak commented on the tendency for solar gardens to be installed on parcels further away from the property owner’s home but near other people’s houses. David Watts went on to explain some of the conditions that need to be met in order to install a solar garden including proximity of adequate powerlines and capacity. The property owner did inquire about installing the garden closer to their house but the site was not appropriate for a solar garden.

Harry Tolzman asked if a new Conditional Use Permit will be needed to expand on the solar garden if approved. Don Reak replied that a new Conditional Use Permit would be required to expand an existing solar garden.

Findings by majority roll call vote:

1. The conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity. Solar farms not the same as
agriculture or residential, they are more of a commercial use.

2. The establishment of the conditional use will impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. Will impact neighboring properties.

3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.

4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

5. Adequate measures have not been or will not be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. Solar farms are more of a commercial venture and will disturb the area.

6. The Conditional Use Permit is not consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance. This use is more of a commercial venture in an Agriculture/Residential District. Should work to preserve good agricultural land in the Agriculture District.

7. The Conditional Use Permit is not consistent with the Comprehensive Land Use Plan? Solar is not referenced in the Comprehensive Land Use Plan.

Motion was made by Al Gehrke to deny the application.

Second by Scott Vonlehe. Motion approved. Motion carried.

ITEM #2: USS WATER CITY SOLAR LLC, MINNEAPOLIS, MN, (APPLICANT); ROBERT CULHANE JR, WATERVILLE, MN (OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to construct a 1 MW Solar Garden in an Agriculture “A” District. Property is located in the West half of the SW quarter, Section 27, Waterville Township.

Joshua Mankowski presented power point presentation. David Watts and Cullen Kobayoshi were present for the application.

TOWNSHIP: Notified. Response None

DNR: Notified. Response None

LETTERS: Peter Coudin regarding his concern on the impact on property values. Believes the County should put a moratorium on solar until more rules for solar can be established in the Ordinance. He is concerned about chemical sprays used on the solar panels. He also stated his belief that if the City of Waterville wanted to install solar it would be easier to deal with then a private company.

Dan & Sheri Girolamo regarding their belief that installing solar will negatively impact property values in the area. The section of land has been shifting towards residential development and the proposed use would not be compatible with residential development. They also think that solar is an industrial use and should be located in an industrial park or away from population centers. They also stated that traffic in the area will increase and expose the surrounding neighborhood to traffic hazards and toxic compounds used in solar energy generation. Dan & Sheri Girolamo also stated that solar panels would increase the runoff from the site by increasing
the impervious surface to 40 percent. And that the runoff would be contaminated with industrial compounds and pesticides the will impact the surface and ground water of the immediate area. The solar garden also is proposing a security fence that will disrupt wildlife corridors and lead to an increase in car-deer accidents on the adjacent road.

PUBLIC COMMENT & DISCUSSION: Margate Stauffer stated her concern regarding the change in view that would result from installing a solar garden at this location. She currently looks out the window at work and watches wildlife in the field. David Watts retorted that screening could be required as a condition for approval. Don Reak voiced his concern with allowing this use next to homes where people have been living for 40-50 yrs. Discussion about the type of power lines that are needed and the other conditions that must be met in order to qualify for a solar garden.

Discussion was held regarding: About site selection and why this location was chosen over others. David Watts stated that being located next to residents is not a good reason to deny the application. This use may seem like industrial but it is more closely related to ag practices. Continued discussion about why this site was chosen over others. Discussion was held about the tile in the field in if installing the panels would impact the current drainage. David Watts reiterated that a solar garden is not an industrial use but is more closely related to ag. If the need for capacity is so important, there was a discussion about why Xcel didn’t just install more lines. Cost effectiveness of installation and working within current grant restriction was discussed. David Watts cited the study conducted by Kirkland Appraisal about there being no impact on property values from the installation of solar gardens.

Findings by majority roll call vote:

1. The conditional use will be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, and may substantially diminishes and impairs property values within the immediate vicinity. The proposed site is too close to residential properties.

2. The establishment of the conditional use will impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. Will impeded future development of the area.

3. Adequate utilities, access roads, drainage and other facilities have been or are being provided.

4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.

5. Adequate measures have not been or will not be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. The proposed site is too close to residential properties.

6. The Conditional Use Permit is not consistent with and supported by the statement of purposes, policies, goals and objectives in the Ordinance.

7. The Conditional Use Permit is not consistent with the Comprehensive Land Use Plan. Solar is not listed in the Comprehensive Land Use Plan.

Motion was made by Don Reak to Deny the application.

Second by Al Gehrke. Motion approved. Motion carried.
5. Discussion Items: Joshua Mankowski informed the Board that the County Board accepted the proposed Zoning Ordinance Amendment with the exception of those changes that pertain to Short-Term Private Lodging Rental. Staff has a work session scheduled with the County Board to discuss their concerns and will bring it back to the Planning Commission at a future date.


7. Motion to adjourn meeting by Doug Krenik. Second by Scott Vonlehe. Motion approved. Motion carried.

Respectfully submitted,

Joshua Mankowski

Tape of meeting is on file in the
Le Sueur County Environmental Services Office
Item 4

9:30 a.m. Jeff Neisen, IT Director (5 min)
# Fibre Channel Switch and Cables

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<th>Description</th>
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<th>Qty</th>
<th>Ext. Price</th>
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<tr>
<td>HPE StoreFabric SN1000Q 16GB 2-port PCIe Fibre Channel Host Bus Adapter - 2 x LC - PCI Express 3.0 x4 - 16 Gbit/s - 2 x Total Fibre Channel Port(s) - 2 x LC Port(s) - Plug-in Card</td>
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<td>FIO SN6010C 12PT 16GB FC SWCH</td>
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<td>HPE StoreFabric C-Series 16 Gb Fibre Channel SW SFP+ Transceiver - For Data Networking, Optical Network - 1 x Fiber Channel16</td>
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Subtotal: $15,447.26
### SAN Optics and Cables

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<tr>
<td>10ft Cat6 Gigabit Snagless Molded Patch Cable RJ45 - Orange</td>
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<td>2</td>
<td>$21.80</td>
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<tr>
<td>3M 10Gb Duplex Multimode 50/125 OM3 - LSZH Fiber Patch Cable (LC/LC) - Aqua, (10-ft.)</td>
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Subtotal: **$2,821.80**

### Marco Professional Services

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<td>$1,600.00</td>
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<td>Marco - T&amp;M - Professional Services - To be billed on a time and materials basis, 27-33 Hours Estimate for MSA, VMware &amp; Replication</td>
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<td>Marco - T&amp;M - Professional Services - To be billed on a time and materials basis, 2-4 Hours for Client Integration Specialist</td>
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Subtotal: **$7,875.00**
## Quote Summary - One-Time Expenses

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<tr>
<td>Fibre Channel Switch and Cables</td>
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<tr>
<td>SAN Optics and Cables</td>
<td>$2,821.80</td>
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<tr>
<td>Marco Professional Services</td>
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**Total:** $26,144.06

**Payment Terms:**
Payment terms are net 15 days from date of Invoice. For orders over $25,000, we require a twenty-five percent down at time of order. All Software and Hardware are invoiced at the time of delivery to the customer. Professional Services are due upon completion of the engagement or with progress billing as laid out in the scope of services.

**Warranty:**
Your equipment is covered by it’s respective manufacturer warranties. Please consult the warranty documentation that accompanies the product for details. Any charges from the manufacturer are the sole responsibility of the customer (including, but not limited to, shipping, travel and/or labor charges). Marco can provide assistance with the processing of these warranties for a processing fee. Optional contracts or warranty enhancements are available for an additional fee at the time of purchase.

**Returns:**
Upon receipt of merchandise, make sure specifications are correct before opening or marking merchandise. If you need to make a return to Marco, you must:
1. Request to return the UNOPENED merchandise within fifteen (15) days;
2. Product must be returned in the original undamaged/unmarked box;
3. Recognize that special or custom orders are non-returnable; Merchandise can be subject to restock fees and/or denial of return. For Marco’s Complete Return Policy, please refer to: [http://www.marconet.com/support/request-return/return-policy/](http://www.marconet.com/support/request-return/return-policy/)

**Tax, Shipping, Errors:**
Taxes, shipping, handling and other fees may apply where applicable. We reserve the right to cancel orders arising from pricing or other errors.
CPS Technology Solutions

3949 County Road 116
Hamel, MN 55340
Phone 763-278-9605
jpersson@cpsts.com

To   Jeff Neisen
     Le Sueur County
     88 South Park Ave.
     Le Center, MN 56057
     507-357-8101

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SUBTOTAL $2750.00
SALES TAX
TOTAL $2750.00

To accept this quotation, sign here and return: __________________________________________

Thank you for your business!

CONFIDENTIAL
Item 5

9:35 a.m. Brett Mason, Sheriff (5 min)

1. Vehicle Purchase Request

Staff Contact:
Hi Nick,
I have attached Fords vehicle order printouts.

We appreciate the opportunity to earn the County's business.

Bids are:

Police Interceptor Utility  $36,039.
F-150 Police Responder  $32,987.
F-150 Crew Cab  $29,150.

All bids are Tax, License, and Titling NOT INCLUDED

Thanks!
I rely on personal referrals and recommendations from people like you!

Gerard Rosemeier
OFFICE: 952-758-2700
CELL: 952-210-7178
grosemeier@jeffbelzer.com
http://www.jeffbelzer.com
VEHICLE ORDER CONFIRMATION

Order No: G20R  Priority: E2  Ord FIN: QH498  Order Type: 5B  Price Level: 0
Ord Code: 500A  Cust/Flt Name: LESUEURCOUNTY

K8A  4DR AWD POLICE  $40615  $39396.00  794  PRICE CONCESSN
.119.09" WB
YZ  OXFORD WHITE
9  CLTH BKTS/VNL R
6  EBONY
500A  EQUIP GRP
 .AM/FM STEREO
99W  .3.3L HYBRID
44B  .MOD HYBRID TRAN
17T  CARGO DOME LAMP  50  48.00  TOTAL BASE AND OPTIONS 42255  38039.56
18D  GBL LOCK/UNLOCK
425  50 STATE EMISS
43D  COURTESY DISABL  25  24.00  TOTAL 42255  38039.56
51R  DRV LED SPT LMP  395  371.00
68G  RR DR/LK INOP  75  70.00

F1=Help  F2=Return to Order  F3/F12=Veh Ord Menu
F4=Submit  F5=Add to Library  F9=View Trailers

#36,039.

https://www.fmcdealervt3270.ford.com/w2h/WEB2AJAX.htm+IMS2

QC00109
**VEHICLE ORDER CONFIRMATION**

**Order No:** G19R  **Priority:** D1  **Order FIN:** QH498  **Order Type:** 5B  **Price Level:** 950  

**PO Number:**  

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*THIS IS NOT AN INVOICE*
*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*

F1=Help  F2=Return to Order  F3/F12=Veh Ord Menu  F4=Submit  F5=Add to Library  F9=View Trailers  S099 - PRESS F4 TO SUBMIT

https://www.fmcdelerval3270.ford.com/w2h/WEB2AJAX.htm+IMS2

2/4/201
**Vehicle Order Confirmation**

**Order No:** G19R  
**Priority:** D1  
**Ord FIN:** QH498  
**Order Type:** 5B  
**Price Level:** 95

### Order Items

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**Total Base and Options:** 45,455  
**Total Price:** $40,223.12

### Additional Information

- THIS IS NOT AN INVOICE
- TOTAL PRICE EXCLUDES COMP PRICE ALLOW
- MORE ORDER INFO NEXT PAGE

---

**Vehicle Order Confirmation**

**Order No:** G19R  
**Priority:** D1  
**Ord FIN:** QH498  
**Order Type:** 5B  
**Price Level:** 95

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**Total Base and Options:** 45,455  
**Total Price:** $40,223.12

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**Le Sueur County Board Meeting - 2/26/2019**

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**IMS2 Screen Capture**

**Vehicle Order Confirmation**

**Order No:** G19R  
**Priority:** D1  
**Ord FIN:** QH498  
**Order Type:** 5B  
**Price Level:** 95

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**Total Base and Options:** 45,455  
**Total Price:** $40,223.12

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**Le Sueur County Board Meeting - 2/26/2019**

**Page 41 / 65**

**Vehicle Order Confirmation**

**Order No:** G19R  
**Priority:** D1  
**Ord FIN:** QH498  
**Order Type:** 5B  
**Price Level:** 95

### Order Items

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**Total Base and Options:** 45,455  
**Total Price:** $40,223.12

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**Le Sueur County Board Meeting - 2/26/2019**

**Page 41 / 65**
## IMS2 CNGP530 VEHICLE ORDER CONFIRMATION

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**Remarks**
- TRAILER

**Fuel Charge**: $4.56

**Net Inv FLT OPT**: $7.00

**Total Base and Options**: $38039.56

**Total**: $42255.00

**Occupancy**: 1095

**CNGP530**

---

**FACTOR MOTORS, INC.**

112 E. Minnesota St.

Le Center, MN  56057

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https://www.fmcdealervt3270.ford.com/w2h/WEB2AJAX.htm+I...

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2/7/2019
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$v 33,115.00$

Includes Class IV Trailer Hitch

https://www.fmcdealervt3270.ford.com/w2h/WEB2AJAX.htm+I...

2/7/2019
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**TOTAL BASE AND OPTIONS:**
- 45455 $40223.12
- 500 $(500) $455.00
- 750 $(750) $(683.00)

**TOTAL:**
- 44205 $39085.12

**NOTES:**
- This is not an invoice.
- Total price excludes comp price allow.

**F1=Help, F4=Submit, F2=Return to Order, F5=Add to Library, F9=View Trailers**
Le Sueur Co. Sheriff Dept.

**Atten Nick Greenig**

Bid prices on the following

1. **#1—2020 Ford Utility Explorer**
   - $36,039.56

2. **#2—2019 F-150 Police responder Crew Cab W1P**
   - $32,913.12
   - Ford 2" receiver hitch
   - $450.00
   - Tint Back door and rear windows no rear defrost
   - $160.00
   - Total: $33,523.12

3. **#3—2019 F-150 Crew Cab 301A Package W1E**
   - $29,076.12
   - Tint Back door and rear windows no rear defrost
   - $160.00
   - Total: $29,236.12

Bid date - 2-7-2019
### VEHICLE ORDER CONFIRMATION

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**Ord FIN:** QH498  
**Order Type:** 5B  
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**Time:** 14:04:45

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TOTAL BASE AND OPTIONS 45135
XL MID DISCOUNT (750)
XL MID DISCT CHROME AP (500)
TOTAL 43885

*THIS IS NOT AN INVOICE*
Item 6

9:40 a.m. Ron Jacobson (10 min)

1. Short Term Rentals
Item 7

9:50 a.m. Darrell Pettis, County Administrator

1. Classification/Compensation Plan

Staff Contact:
I. Purpose

Le Sueur County is inviting proposals from qualified firms for an Employee Classification and total Compensation Study. This Request for Proposals (RFP) is issued on behalf of the Le Sueur County Board of Commissioners, Le Center, Minnesota. The County Board intends to maintain a job classification and compensation system that meets the following goals:

1. Complies with Minnesota Statutes 471.991-471.999, known as the pay equity law;
2. Establishes fair and equitable compensation relationships within the organization;
3. Reflects relevant market conditions outside the organization;
4. Is applied organization-wide professionally, consistently and objectively;
5. Has employee input and participation as an integral part of the study;
6. Is maintainable after implementation by both the County and the consultant in a manner that preserves and enhances the integrity, validity and reliability of the system.
7. To further those goals, a complete review and evaluation of the exiting systems is to be accomplished.

The selection process will award the project to the best combination of qualifications, responses to the scope of services, and cost. The County and preferred firm will negotiate the final scope and terms after selection by staff, but prior to Board approval.

Following a review, interview, and ranking of the proposals by County Staff (LMC) a recommendation for award will be made to the County Board. A final decision for award will be made by majority vote of the County Board following successful negotiations of the terms, including costs, with the preferred Consultant. During the evaluation process, the County reserves the right to request additional information or clarifications from proposers.

This RFP is an invitation by Le Sueur County for consultants to submit an offer, which may be subject to subsequent discussion. It is not a request for competitive bid. Submittal of a proposal does not create a right in or expectation to a Contract with Le
Sueur County. Le Sueur County reserves the right to reject any or all proposals and the County further declares that it will not incur financial obligation for any costs by any company in preparation of their proposal.

It is anticipated that selection of a firm will be completed by May 21, 2019.

II. Background
Le Sueur County is located in south central Minnesota with Le Center as the County Seat. Le Sueur County employs approximately 204 full time and 57 part time employees. There are five collective bargaining units representing approximately 117 employees from the Courthouse, Human Services, Law Enforcement Deputies, Law Enforcement Jailers / Dispatchers, and Highway Maintenance. Four of the bargaining units are Teamsters and one is the International Union of Operating Engineers. Three year contacts with all five bargaining units were approved in 2018. Contracts are approved through 2020.

The County’s current Classification and Compensation Plan was prepared by Springsted in 2012 and was implemented in 2013. In 2017, Springsted completed a Market Study for the County.

These are approximately 96 classifications in the current classification system. The County has maintained position descriptions for each position which include General Definition of Work, Qualification Requirements, Essential Functions, Knowledge, Skills and Abilities, Education and Experience, Physical Requirements, Special Requirements and Other Requirements. Statutory requirements and position questionnaires have been the basis for evaluating the points for each position.

Compensation is based on an eight (8) step and a 21 grade scale.

The County Administrator and Human Resources Director shall serve as the managers for the project.

III. Scope of Services
It is anticipated that the project will be awarded in 2019, with implementation January 2021. Classification and compensation services shall include, but not be limited to:
1. Project orientation with the County’s Human Resources Committee to outline and establish:
   a. The scope of the planned study, its procedures, methods, intended outcome and timeline.
      i. Assurance that the study is based on thorough understanding and full and complete review of all positions.
      ii. Assurance that all persons understand the reasons and methods involved.
   b. The type of system to be used.
      i. Job evaluation method.
      ii. Integrating market compensation with pay equity.
   c. The type of written materials to be use.
      i. Explanatory materials, questionnaires, job descriptions, etc.
   d. The ongoing schedule of contacts / updates throughout the study.
      i. Meetings with all employees, Department Heads, Human Resources (HR) Committee and Board of Commissioners.
      ii. Appeals
      iii. Project Managers.
2. Review and evaluate the current job descriptions.
   a. Define any needed clarifications to job descriptions using;
      i. Written information and / or interviews.
      ii. Contacts with all employees.
      iii. Supervisor review of information.
   b. Insure that job descriptions include all elements of the position.
3. Establish job evaluation system.
   a. Evaluate responsibilities, duties, qualifications, working conditions, physical requirements and all other relevant considerations for each position to determine its value per Mn Statutes 471.991 – 471.999
   b. All Department Heads and Elected Officials will be included; Elected Officials will be included for purpose of determining a salary range only.
   c. Standardizes and reduces the number of classification in the county, if appropriate.
4. Develop principles of comparability to external labor markets (public and private).
   a. Define appropriate comparison organizations (counties and cities taking into account size, proximity, tax base, etc.) making up the labor market for each position.
   b. Ensure adequate sample size to provide meaningful market comparisons.
c. Gather current and accurate market data to satisfy defined criteria.

5. Preform job evaluation and market comparability study.
   a. Conduct internal and external position comparisons.
   b. Prepare draft classification / compensation systems based on results.
   c. Conduct appeals process for employees who have grounds to believe their position was improperly classified.

6. Provide an option to educate appropriate staff in regard to designing an objective Performance Based Review Tool that:
   a. Best represents the recommended new pay classifications with the ability to add department specific criteria.
   b. Consultant training of appropriate staff as to the proper use of this tool if chosen.

7. Design and recommend an implementation plan as a result of the study outcomes.
   a. Propose compensation plan based on study results.
      i. Define appropriate number of related pay ranges and number of steps in each range.
      ii. Define the appropriate weight given to internal equity and external market comparisons in developing a pay plan.
      iii. Integrate both the job evaluation ranking and market comparisons into the recommended pay levels according to a consistent approach for all positions.
   b. Prepare a final report setting forth the project results and recommendations incorporating any changes resulting from the appeal process, which will be presented to the County Board of Commissioners.
   c. Recommend the best possible approach to coordinating the recommended pay plan with current collective bargaining agreements and wage plans, including timelines for implementation of the pay plan, consistent with County budget considerations.
   d. Describe in detail the ongoing and long-term maintenance of the classification system and detail the roles of both the consultant and the County in this effort.
   e. Upon implementation of the compensation plan, the consultant will provide training to County staff on the utilization and maintenance of the system.

8. Provide analysis of comparable cafeteria plan contributions.
IV. Proposal Requirements

All proposals must be received by April 1, 2019 and be addressed to:

Cindy Westerhouse  
Human Resources Director  
Le Sueur County  
88 South Park Avenue  
Le Center, MN 56057  
cwesterhouse@co.le-sueur.mn.us

Le Sueur County reserves the right, in its sole discretion, to select the firm based on the County’s evaluation and review of the proposals and such relevant information as the County shall have before it, and based upon the determination as to which proposal best meets the County’s needs.

Proposals shall contain the following information, organized according to the outline below for clarity and ease of comparison:

1. A detailed summary of the compensation study process and procedures to be utilized to provide the services specified in the Scope of Services requested, including:
   a. A detailed project work plan with estimated time frames outlined.
   b. Involvement required of County staff.
   c. How objectivity and impartiality in this process will be ensured.
   d. How a full and complete review and understanding of positions will be ensured.
   e. The process to be used to gather information, involving written material and / or interviews.
   f. The appeals process.
   g. The timing and sequence of proposed contacts with County employees and officials, including;
      i. Information meeting with employees and the (HR) Committee.
      ii. Project Updates.
      iii. Meetings with the Board of Commissioners.
iv. Other proposed meetings.
2. Sample forms to be used to determine position / classification information.
3. Tentative timeline for the project.
4. Proposed fees and the scope of services, broken down individually for each project, for each of the following project components:
   a. Position analysis;
   b. Position descriptions;
   c. Position classification/ranking/grades/suggested step increase increments;
   d. External wage survey; and
   e. Preparation of all final documents of the plan, hard copy and electronic, including guidelines for plan implementation and administration.
5. The fee schedule shall include the hourly rate of the principals involved, a breakdown of anticipated expenses, and total estimated cost of each project.
6. A not to exceed lump sum fee for each project.
7. Clear definition of optional/additional services and reimbursable costs not included in the base fee, and an hourly rate for post-contract services.
8. Description of post-contract services related to maintenance of the classification plan.
9. A statement summarizing the firm’s expertise and experience in performing comprehensive classification and compensation studies, providing a brief overview of the history and structure of the firm.
10. Resumes with educational background and work history for each firm member performing work under the scope of this request for proposal.
11. References from local units of government in the State of Minnesota who have used the firm for similar services and are now using the system.
   a. References should include a point of contact from the other jurisdictions.
   b. Provide examples of work performed for the references.
12. Any other items required in the Selection Criteria.
13. Proposing firms shall submit eight (8) hard copies of the proposal, signed by representatives of the proposing firm, and an electronic version in Portable Document Format (PDF) file format.
V. Selection Criteria

All submitted proposals will be reviewed by the Labor - Management Committee. Proposals will be considered based on their quality and content as well as proposed fees.

From this review, finalists may be selected. The Labor – Management Committee may interview finalists either telephonically or in person, or may forego interviews and recommend the consultant based upon the information provided. Professional references will be investigated for finalist applicants. The basis for final selection of the consultant will include, but is not limited to, the following criteria:

1. Professional qualification including credentials for each person assigned to work on the Le Sueur County projects.
2. Experience developing and/or maintaining classification and compensation systems in governmental jurisdictions, particularly in County government.
3. Description of the type of job evaluation system(s) the firm is familiar with, including discussion of factors deemed necessary for successful implementation and maintenance of the system(s).
4. Proposed contract terms, including a fee schedule and a payment plan based upon measurable contract milestones.
5. Ease and method of post-contract maintenance of the classification and compensation system.
6. Professional references. Any and all past relationships of the proposing firm and individuals working for it with Le Sueur County or their employees shall be disclosed.
7. The results of a personal interview/presentation, if conducted, with Le Sueur County.

The Le Sueur County Board of Commissioners reserves the right to reject any or all proposals, and the County further declares that it will incur no financial obligations for any costs by any company in preparation of the proposal. The County reserves the right, in its sole discretion, to select the firm based on the County’s sole evaluation and review of the proposals and such other relevant information as the County shall have before it, and based upon the County’s determination as to which proposal best meets the County’s needs.
During the performance of any contract awarded as a result of this RFP, the Provider agrees to the following:

1. No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, national origin, sexual orientation, or political affiliation be excluded from full employment rights in.

2. Participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service or activity under the provision of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964.

3. All data collected, created, received, maintained or disseminated or used for any purposes in the course of execution shall be governed by the Minnesota Government Data Practices Act. The designee for release of the information shall be the Le Sueur County Administrator.

4. No change in personnel assigned to the project will be permitted without prior written approval of the County.

5. The Company agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses which the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Provider's performance or failure to adequately perform its obligations pursuant to the contract.

6. The Company shall provide a Certificate of Insurance including, but not limited to, general liability, automobile liability and workers compensation coverage with submission of the RFP. Required Policy coverage limits are listed in the Insurance Requirements section.

7. The Company further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of the contract keep in force.

8. Prior to the effective date of this contract, and as a condition precedent to the contract, the Company will furnish the County with Certificates of Insurance listing the County as an "Additional Insured".

9. It is agreed that nothing contained herein shall be constructed as creating or establishing the relationship of co-partners or joint venture/enterprise between
the County and the Company for any purpose or in any manner whatsoever. The Company is to be and shall remain an independent contractor with respect to all services performed. Further, the independent contractor shall be responsible for its own taxes and benefits of its employees and/or agents.

10. If it becomes necessary to revise any part of this RFP, additional addendums will be supplied to all firms receiving this RFP.

Project Schedule:

A schedule of major tasks and activities is identified as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>March 1, 2019</td>
</tr>
<tr>
<td>Questions and Requests for Clarification Due</td>
<td>4:00 PM, March 15, 2019</td>
</tr>
<tr>
<td>Answers Provided by Addendum</td>
<td>March 22, 2019</td>
</tr>
<tr>
<td>Proposals due</td>
<td>2:00 PM, April 1, 2019</td>
</tr>
<tr>
<td>Proposals Reviewed by Labor – Management Committee</td>
<td>April 9, 2019</td>
</tr>
<tr>
<td>Interviews</td>
<td>April 15 to May 10, 2019</td>
</tr>
<tr>
<td>Labor – Management Committee recommendation to County Board</td>
<td>May 14, 2019</td>
</tr>
<tr>
<td>County Board consideration</td>
<td>May 21, 2019</td>
</tr>
<tr>
<td>Prepare contracts / Professional Service Agreements</td>
<td>June, 2019</td>
</tr>
<tr>
<td>Start Project</td>
<td>July 1, 2019</td>
</tr>
<tr>
<td>Project Completion</td>
<td>May 1, 2020</td>
</tr>
</tbody>
</table>

Insurance Requirements

The Consultant awarded this contract shall maintain in force during the duration of the agreement insurance as follows:

**General Insurance** – Consultant shall maintain in force for the duration of the agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than $1.5 million per occurrence and $2 million in the aggregate. Automobile liability (owned, non-owned and hired) insurance with limits not less than $1 million per occurrence shall be maintained utilizing a firm licensed to do business in the State of Minnesota. The County of Le Sueur, its officials, employees, servants, and agents will be named as additional insured as respect to work or services performed under this agreement. This will apply to both work in progress and completed operations. This insurance shall be primary and shall be paid and applied first in its entirety to any application of insurance the County may carry on its own.
**Professional Liability** – Consultant shall maintain in force during the duration of the agreement (and, if it is a claim made policy, for a year following completion of the project) a Professional Liability policy with limits of not less than $2 million utilizing a firm licensed to do business in the State of Minnesota. The County of Le Sueur, its officials, employees, servants and agents will be named as additional insured as respect to work or services performed under this agreement. This applies to both work in progress and completed operations.

**Workers’ Compensation** – Consultant shall provide and maintain Worker’s Compensation coverage for and supplies, officers, agents, or partners, as required by applicable Worker’s Compensation laws.

For further information contact:

Cindy Westerhouse  
Human Resources Director  
Le Sueur County  
88 South Park Avenue  
Le Center, MN 56057  
cwesterhouse@co.le-sueur.mn.us
Le Sueur County, Minnesota
Request for Proposals
Employee Classification and Compensation Study

Agrees to provide Le Sueur County with professional consulting services and we will provide the following (provide an itemized list below pursuant to Section IV):

Itemized Listing of Services:

Total (Not to Exceed) $__________

Along with this proposal we have included background information about our firm, references, project schedule, cost and pricing analysis and project overview.

Signature

Date
Item 8

Commissioner Committee Reports

Staff Contact:
Item 9

Future Meetings

Staff Contact:
Future Meetings
February- April 2019

February

Tuesday, February 26
Board Meeting, 9:00 a.m.
*Zoning Ordinance Revision/Short Term Rentals Work Session after Board Meeting

March

Tuesday, March 5
Board Meeting, 9:00 a.m.
*SCORE Funding Work Session after Board Meeting

Thursday, March 14
P&Z Meeting, 7:00 p.m. at Environmental Services

Tuesday, March 19
Board Meeting, 9:00 a.m.

Thursday, March 21
Board of Adjustment Meeting, 3:00 p.m. at Environmental Services

Tuesday, March 26
Board Meeting, 9:00 a.m.

April

Tuesday, April 2
Board Meeting, 9:00 a.m.
*Reminder: CHB Meeting, 1:00 p.m. in Waterville

Thursday, April 11
P&Z Meeting, 7:00 p.m. at Environmental Services

Tuesday, April 16
Board Meeting, 9:00 a.m.

Thursday, April 18
Board of Adjustment Meeting, 3:00 p.m. at Environmental Services

Tuesday, April 23
Board Meeting, 9:00 a.m.
Item 10

Work Session after the Board Meeting: Short Term Rentals/VRBO

Staff Contact: