



WASECA COUNTY BOARD OF COMMISSIONERS

October 3, 2023 - 9:30 AM

East Annex Public Meeting Room

300 North State Street – East Annex · Waseca, Minnesota 56093

The Waseca County Board of Commissioners met in a regular session on Tuesday, October 3, 2023 in the Commissioners' Room, 300 North State Street, Waseca, Minnesota. Members present were Chair Blair Nelson, DeAnne Malterer, Doug Christopherson, Brian Harguth, and Brad Krause.

Other members present were Michael Johnson, County Administrator; Beth Weimert, Administrative Coordinator; Tammy Spooner, Property and Election Services Director; Rachel Cornelius, County Attorney; Sheriff Jay Dulas; Doug Gerds, Chief Deputy; Jim Kollar, Public Works Director/County Engineer; Jonathan Schiro, Court Services Director.

Others presents were Brad Milbrath; Amanda Mboga, CPA, Senior Manager Baker Tilly; Katie Sam, CPA Manager Baker Tilly

1. Call to Order and Pledge of Allegiance

Chair Harguth called the meeting to order at 9:30 a.m. A roll call was taken and the Pledge of Allegiance was recited.

Public Comment

There was no public comment.

2. Approval of Agenda

Motion to approve the Waseca County Board of Commissioners agenda by Commissioner Krause, seconded by Commissioner Malterer. Motion carried 4-0.

3. Approval of County Board Minutes

Motion to approve Waseca County Board of Commissioner August 15, 2023 budget work session, August 15, 2023 regular meeting minutes, August 21, 2023 work session, August 30, 2023 work session, September 5, 2023 work session, September 5, 2023 regular meeting minutes, and September 19, 2023 meeting minutes with the following additions: August 21st and August 30th - articles one and two were reviewed and recommendations for changes were made to 3.01 and 3.07 by Commissioner Christopherson, seconded by Commissioner Krause. Motion carried 4-0. This amendment was made to the minutes prior to today's meeting.

- a. Waseca County Board of Commissioners Budget Work Session August 15, 2023
- b. Waseca County Board of Commissioner Meeting Minutes August 15, 2023
- c. Waseca County Board of Commissioners Work Session August 21, 2023
- d. Waseca County Board of Commissioners Work Session August 30, 2023
- e. Waseca County Board of Commissioner Work Session September 5, 2023
- f. Waseca County Board of Commissioner Meeting Minutes September 5, 2023
- g. Waseca County Board of Commissioners Meeting Minutes September 19, 2023

4. Consent Agenda

Motion to approve the consent agenda as presented by Commissioner Malterer, seconded by Commissioner Christopherson. Motion carried 4-0.

- a. Approval of Bills

The following bills were audited and allowed:

A.H. HERMEL COMPANY	198.12
AMAZON CAPITAL SERVICES	307.92
ANCOM COMMUNICATIONS INC	512.50
APH STORES, INC.	20.99
BOMGAARS SUPPLY	310.96
BRANDON HERRMANN	31.01
CDW GOVERNMENT INC	6,435.08
CENTRAL STATES WIRE PROD INC	5,023.23
COLE PAPERS INC	1,059.37
COLE'S ELECTRIC INC	1,951.25
COMMUNITY COMPLIANCE MONITORING	824.00
CUMMINS SALES & SERVICE	403.86
DATAWORKS PLUS LLC	528.00
DEPT OF HUMAN SERVICES	27.00
ELECTION SYSTEMS & SOFTWARE LLC	2,042.08
EXPRESS CARE INC	51.29
FRONTIER PRECISION INC	100.00
HAWK ALARM SYSTEMS INC	409.50
HAWKEYE DISTRIBUTION LLC	3,926.00
HOUCK MOTORCOACH ADVERTISING	300.00
ICON ENTERPRISES, INC.	56.06
INNOVATIVE OFFICE SOLUTIONS LLC	255.63
J SCOTT BRADEN LAW OFFICE	110.00
JAVENS MECHANICAL CONTRACTING CO INC	5,210.00
JOSH LANGR	5.00
KNOWINK LLC	4,890.00
LA FLEUR LAW OFFICE, PLLC	690.00
MANKATO LEGAL GROUP	140.00
MANKATO MOTORSPORTS LLC	1,574.14
MESSICK LAW PLLC	210.00
MID-NET SOLUTIONS	108.00
MINNCOR INDUSTRIES	140.00
MJB HANSEN FAMILY LP	1,616.78
MN COMM OF TRANSPORTATION	7,720.57
MN DEPT OF PUBLIC SAFETY - EPCRA PROGRAM	50.00
MN ENVIRONMENTAL HEALTH ASSOCIATION	40.00
NAPA AUTO PARTS MPEC	28.07
NORTHSTAR COMPUTER FORMS INC	578.46
OFFICE OF MNIT SERVICES	1,338.65
PARK BALLROOM	300.00
PEMBERTON LAW PLLP	375.00
RINKE-NOONAN ATTORNEYS AT LAW	7,023.00
RIVER BEND BUSINESS PRODUCTS	277.68
SQUIRES, WALDSPURGER & MACE PA	345.00
THOMSON REUTERS	633.12

TODD P CHRISTIANSON PROFESSIONAL CORP	2,062.00
ULINE	4,669.50
WASECA GLASS INC	224.00
WASECA LIONS CLUB	100.00
WELLS FARGO BANK, N.A.	921.00
WILLIAM G DONAHUE	2,817.89
ZOHO CORPORATION	4,452.00

b. Fund Transfer - Fund 19

Transfer \$112,803.00 from account 19.000.000.1090 to account 19.391.000.5910.

c. Fund Transfer - Fund 13

Transfer \$70,203.93 from account 13.000.000.2819 to 13.349.000.5910.

d. Transfer of Development Right for Marcella R. Goette

e. Partial Release of Exclusive Agricultural Use Zone Restrictive Covenant for Karl A Youngberg Testamentary Trust

Owner	PID	Acres Removed (from Ag Covenant)	Acres Remaining (in Ag Covenant)
Karl A Youngberg Testamentary Trust	08.025.0600	10	155.07

Note: Lucile C. Youngberg and Corey Youngberg are the Trustees of the Trust. An Amendment to the Agricultural Covenant was completed in 2021 to remove an initial 10 acre parcel (now PID: 08.025.0750).

f. PTO Donation

Approve the donation request with the understanding it is to be used for the hardship originally requested and cannot be used for different hardship situations without board approval. Any donations would have to be utilized prior to the end of the 2024 calendar year and if not used, they will be given back to the employee who donated.

5. Action Items

a. 2022 Audit Presentation - Baker Tilly

Amanda Mboga, CPA - Senior Manager, and Katie Sam, CPA - Manager with Baker Tilly presented the audit findings and financial statement for the fiscal year 2022.

b. Cover Crop Cost Share Projects

Chris Howard, Land and Water Resources Manager, presented four individual cover crop cost share projects within Waseca County. All four contracts have been designed and approved by SWCD staff. All four projects fit the SWCD guidance criteria.

Motion to approve all four individual cover crop cost share project contracts by Commissioner Krause, seconded by Commissioner Malterer. Motion carried 4-0.

c. Land & Water Resources Equipment Purchase

Howard, also asked for consideration of the purchase of a mini excavator to complete various repair tasks within Waseca County. This piece of equipment would be utilized in the County Park system, County owned properties and the Public Drainage system. Four comparable brands of machines and attachments were quoted using the State contract program. The prices varied considerably when outfitting of the attachments were taken into consideration. The Caterpillar 307.5 was the lowest priced and best valued machine at a price of \$159,474.96. Other comparable machines came in between \$180,000.00 and \$190,000.00.

Motion to approve the purchase of the mini excavator from Ziegler in the amount of \$159,474.96 by Commissioner Malterer, seconded by Commissioner Christopherson. Motion carried 4-0.

d. Amended FY24 Steele-Waseca Drug Court Cooperative Agreement

Jonathan Schiro, Court Services Director, discussed the cooperative agreement between Waseca County Court Services and the State of Minnesota-Third Judicial District for reimbursement to Waseca County for expenses incurred by the Steele-Waseca Drug Court; including, but not limited to: printing, communications, instate travel, supplies, equipment and personnel. The cooperative agreement period is retroactive from July 1, 2023 to June 30, 2023. The current amended is a \$6,725.00 increase from the original cooperative agreement. The total amount of reimbursement is \$160,000.00. The cooperative agreement reimbursement amount is included in the Steele-Waseca Drug Court Budget.

Motion to approve the amended FY24 cooperative agreement between the Third Judicial District and Waseca County Court Services on behalf of the Steele-Waseca Drug Court by Commissioner Christopherson, seconded by Commissioner Krause. Motion carried 4-0.

e. Contract No. 812310 Final Acceptance & Payment - Fuel Island Decommissioning

Jim Kollar, Public Works Director/County Engineer noted Pump & Meter Service, Inc. has completed the work specified in the contract documents for removal of the fuel storage and dispensing system at the Waseca County Fairgrounds. Work included removal of the tanks, dispensing system, electrical components, restoration of the site, and proper reporting to the MN Pollution Control Agency (MPCA). The value of the work certified by the engineer is \$57,887.57, which equates to approximately 87% of the original contract amount of \$66,422.55. The contract included a contingency for the disposal of contaminated soil. During excavation, a leak site was discovered and reported, however, removal and disposal of the soil in a landfill was not required by the MPCA. As a result, the project under-ran the amount provided for in the contingency. Final payment in the amount of \$2,894.38 is due to Pump & Meter Service, Inc.

Motion to accept the work and authorize final payment in the amount of \$2,894.38 to Pump & Meter Service, Inc., by Commissioner, Malterer seconded by Commissioner Krause. Motion carried 4-0.

f. Contract No. 812207 Final Acceptance & Payment - Bridge L4117 Replacement (SAP 081-599-029)

Kollar noted Midwest Contracting, LLC has completed the work specified in the contract documents. Work included removal of Bridge L4117, a steel beam span bridge constructed over Iosco Creek on 55th Street in 1914, and replacement with Bridge 81J21, which consists of two lines of precast concrete box culvert. In addition, approach grading, aggregate surfacing, channel protection, and turf establishment, among other work items, were included in the project. The value of the work certified by the engineer is \$479,638.71, which equates to approximately 99.7% of the original contract amount of \$481,248.00. Final payment in the amount of \$27,649.54 is due to Midwest Contracting, LLC. Janesville Township has satisfied its obligation of \$10,000.00 for engineering and \$10,000.00 for approach construction costs. Ninety-five percent of the original construction contract amount, less the \$10,000.00 Township match, had been released to the County from the Town Bridge account shortly after the contract award. The remaining construction and engineering costs will be requested from MnDOT State Aid upon final acceptance of the contract and payment to the contractor.

Motion to accept the work and authorize final payment in the amount of \$27,649.54 to Midwest Contracting, LLC. by Commissioner Malterer, seconded by Commissioner Christopherson. Motion carried 4-0.

g. Contract No. 812306 Final Acceptance & Payment - CSAH 43 Pavement Rehabilitation (SAP 081-643-003)

Kollar noted WW Blacktopping, Inc. has completed the work specified in the contract documents. Work included minor drainage improvements, bituminous pavement mill and overlay, and pavement markings on a segment of CSAH No. 43 (Teal St) between South Street and 1st Street in Janesville. The value of the work certified by the engineer is \$204,191.70, which equates to approximately 102.5% of the original contract amount of \$191,436.75. The County and contractor were able to secure right of entry into CP Railroad's right of way and perform pavement rehabilitation work within this area, which was initially excluded from the plans. The railroad charges a fee for the right of entry agreement and also for flaggers to be on-site while construction operations occur within the railroad's right of way. These costs along with minor over-runs of contract quantities to perform the work within the RR right of way resulted in the contract exceeding the original amount. Final payment in the amount of \$10,209.59 is due to WW Blacktopping, Inc. Waseca County and the City of Janesville entered into a cooperative construction agreement for this project in March 2023. The agreement provided for a cost share of both construction and engineering costs for the project. Per the agreement and the final costs, the City of Janesville will be invoiced \$41,864.59 for construction and \$8,947.49 for design and construction engineering. The City's total project cost is \$50,812.08. Per the agreement and the final costs, Waseca County's share is \$162,327.11 for construction and \$31,722.91 for engineering. The County's total project cost is \$194,050.02.

Motion to accept the work and authorize final payment in the amount of \$10,209.59 to WW Blacktopping, Inc., by Commissioner Krause, seconded by Commissioner Christopherson. Motion carried 4-0.

h. Contract No. 812311 Final Acceptance & Payment - Solid Waste Driveway & Pkg Lot Improvements

Kollar noted WW Blacktopping, Inc. has completed the work specified in the contract documents. Work included pavement removal and resurfacing, driveway widening, culvert replacement and turf establishment at the Solid Waste & Recycling Center. The value of work certified by the engineer is \$112,803.00, which equates to approximately 101% of the original contract amount of \$111,435.50. Final payment in the amount of \$6,223.45 is due to WW Blacktopping, Inc. Fund 19 Investment Fund monies have been programmed for this project.

Motion to accept the work and authorize final payment in the amount of \$6,223.45 to WW Blacktopping, Inc., by Commissioner Christopherson, seconded by Commissioner Krause. Motion carried 4-0.

i. **Contract No. 812308 Final Acceptance & Payment - CR 53 Trail Improvements**

Kollar noted Nielsen Blacktopping, Inc. has completed the work specified in the contract documents. Work included a bituminous overlay of the multi-use trail, ADA improvements, and turf establishment. The County, City and contractor mutually agreed to eliminate the bituminous seal coat and fog seal originally included in the work. This determination was made so as to align with the general sealcoat practice of the City and County, by waiting a year or two after paving. As a result of elimination of this work, the final value of the work certified by the engineer is \$100,291.32, which equates to approximately 72% of the original contract amount of \$138,734.65. Final payment in the amount of \$5,598.09 is due to Nielsen Blacktopping, Inc. Waseca County and the City of Janesville entered into a cooperative construction agreement for this project in January 2023. The agreement provides for a cost share of both construction and engineering costs for the project. Per the agreement and the final costs, the City of Janesville will be invoiced \$30,087.39 for construction and \$5,240.06 for design and construction engineering. The City's total project cost is \$35,327.45. Per the agreement and final costs, Waseca County's share is \$70,203.93 for construction and \$12,226.81 for engineering. The County's total project cost is \$82,430.74.

Motion to accept the work and authorize final payment in the amount of \$5,598.09 to Nielsen Blacktopping, Inc., by Commissioner Malterer, seconded by Commissioner Krause. Motion carried 4-0.

j. **Contract No. 812313 Award - Bridge No. 81532 Replacement on CSAH 3**

Kollar noted Bridge No. 81532, a timber beam span bridge constructed in 1965, located on CSAH 3 and over a tributary of the Little Cobb River is structurally deficient, weight restricted and eligible for state bridge funds for its replacement. Construction plans and bid documents have been prepared and approved for a prestressed concrete beam span bridge. Bids were solicited in accordance with state law and opened on Thursday, September 21, 2023. Three bids were received. M&K Bridge Construction, Inc. is the apparent low bidder with a bid amount of \$878,346.50, which is approximately 2.6% over the engineer's estimate of \$855,721.50. Local Bridge Replacement Program grant funds in the amount of \$365,915.00 have been encumbered for this project. The balance of the construction costs will be funded with county state-aid highway construction and local option sales tax funds. Construction is planned to begin in spring 2024 and be completed on or about June 15, 2024.

Motion to award Contract No. 812313 with M&K Bridge Construction, Inc. in the amount of \$878,346.50 by Commissioner Christopherson, seconded by Commissioner Krause. Motion carried 4-0.

k. **Resolution 2023-35: MnDOT Agreement No. 1054440 for Local Bridge Replacement Program Grant**

Kollar discussed Contract No. 812313 for the replacement of Bridge No. 81532 on CSAH No. 3 had been considered by the Board in the preceding agenda item. If awarded and based on the low bid amount, \$365,915.00 of state Local Bridge Replacement Program (LBRP) grant funds have been allocated for the project. MnDOT Agreement No. 1054440 is the grant agreement to be executed between the County and State for these funds. Resolution No. 2023-35, if adopted, resolves that Waseca County agrees to the grant terms and conditions for the receipt of \$365,915.00 in state LBRP funding, and authorizes county officers to execute the grant agreement.

Motion to adopt Resolution 2023-35 and execute MnDOT Agreement No. 1054440 by Commissioner Malterer, seconded by Commissioner Christopherson. Motion carried 4-0.

RESOLUTION # 2023-35 LOCAL BRIDGE REPLACEMENT PROGRAM GRANT AGREEMENT GRANT TERMS and CONDITIONS SP 081-603-038

WHEREAS, Waseca County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridge No. 81506; and **WHEREAS**, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$365,915.00 by reason of the lowest responsible bid; and **NOW, THEREFORE BE IT RESOLVED**, that Waseca County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

l. **Sheriff's Office Proposed Snowmobile Upgrade**

Sheriff Dulas recommends purchase of snowmobiles and trailers in the amount of \$39,866.46 which includes two 2024 Polaris S4 Titan and a 2023 Triton TC-128 trailer.

Motion to approve the purchase of two 2024 Polaris S4 Titan snowmobiles and a 2023 Titan TC-128 trailer in the amount of \$39,866.46 by Commissioner Krause, seconded by Commissioner Christopherson. Motion carried 4-0.

m. **Resolution 2023-36 South Central Drug Investigation Unit Joint Powers Agreement**

Sheriff Dulas discussed Resolution 2023-36 South Central Drug Investigation Unit Joint Powers Agreement, noting the updated JPA is due to the current agreement expiring and new signatures are required.

Motion to adopt Resolution 2023-36 South Central Drug Investigation Unit Joint Powers Agreement by Commissioner Malter, seconded by Commissioner Krause. Motion carried 4-0.

**SOUTH CENTRAL DRUG INVESTIGATION UNIT
JOINT POWERS AGREEMENT**

Resolution 2023-36

THE PARTIES TO THIS AGREEMENT are units of government responsible for the enforcement of controlled substance laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers agree as follows:

1. *Name.* The parties have previously established and hereby maintain the South Central Drug Investigation Unit (SCDIU).
2. *General Purpose.* The purpose of this joint powers agreement is to establish an organization to coordinate efforts to apprehend and prosecute drug offenders. SCDIU operates a tactical unit.
3. *Members.* The members of the Agreement shall consist of the following units of government:

City of Albert Lea
City of Blue Earth
City of Janesville
City of Waseca
City of Winnebago

City of Blooming Prairie
City of New Richland
City of Owatonna
City of Wells

County of Faribault
County of Freeborn
County of Steele
County of Waseca

1. *Fiscal Agent.* The City of Owatonna acting on behalf of the South Central Drug Investigation Unit and its members, shall apply for grant funding, prepare and file all necessary forms and reports in connections with such grants, keep all financial records, assist in the preparation of audits, and distribute forfeiture proceeds as provided hereafter. The Chief of the Owatonna Police Department, or his designee, is deemed the "authorized official."
2. *Administrative Board.*
 1. The governing body of the SCDIU shall be a Board of Directors consisting of thirteen (13) members. The police chief or sheriff of each party shall appoint one board member to serve at the chief's or sheriff's pleasure. Board members must be full-time supervisory peace officers of the jurisdiction that appoints the Board member or the County Attorney, or the County Attorney's designee, from one or more of the member counties.
 2. Each board member shall have one vote.
 3. Board members shall not be deemed employees of the SCDIU and shall not be compensated by it.
 4. The Board shall elect from its members a chair, a vice-chair, and appoint a secretary/treasurer, each serving a three-year staggered term. The Board may also elect such other officers as it deems necessary to conduct its meetings and affairs. The Board shall meet at least six (6) times during the term of the Agreement. The Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member. The Board shall operate by a majority vote of all members present. A quorum of (7) members shall be required for all meetings.
3. *Powers and Duties of the Board of Directors*
 1. The Board shall be responsible for the overall operation of the SCDIU, including setting investigative priorities and general operating procedures.
 2. The Board shall coordinate intelligence between the members of the SCDIU.
 3. The Board shall appoint and supervise the Unit Commander of the SCDIU.
 4. The Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
 5. The Board may make contracts, incur expenses, and make expenditures necessary and incidental to the effectuation of its purpose and consistent with its powers.
 6. The Board shall cause to be made an annual audit of the books and account of the SCDIU and shall make and

file a report to its members which includes the following information:

- (a) The financial condition of the SCDIU;*
- (b) The status of all SCDIU projects;*
- (c) The business transacted by the SCDIU; and*
- (d) Other matters which affect the interests of the SCDIU.*

- 1. The SCDIU's books, reports, and records shall be open to inspection by its members at all reasonable times.*
- 2. The Board may recommend changes in the Agreement to its members.*
- 3. The members may not incur obligations or enter into contracts that extend beyond the terms of this Agreement.*
- 4. The Board shall identify a liaison attorney from a county attorney's staff located within the jurisdiction of the SCDIU. This attorney may also serve on the Board, at the discretion of the Board.*
- 5. Funding and Budget*
 - 1. The SCDIU's funds may be expended by the Board in accordance with this Agreement and in a manner determined by the Board. The Board shall designate the City of Owatonna to act as depository for the SCDIU's funds. In no event shall there be a disbursement of SCDIU funds from the Owatonna depository without the signature of a minimum of two of the following persons: The "authorized official," the Unit Commander, or the SCDIU Secretary/Treasurer. The fiscal agent will issue checks, authorized by the "authorized official," the Unit Commander, or the SCDIU Secretary/Treasurer, and drawn on SCDIU funds, to satisfy monthly bills and purchases.*
 - 2. The members shall contribute the grant required matching funds to operate the SCDIU. Members who designate a full time agent to the SCDIU may pay their required match amount as "in kind."*
 - 3. The Board shall adopt a budget based upon grant funds, member matching funds and money made available from other sources. The Board may amend the budget from time to time.*
 - 4. The Board shall receive a monthly financial report of all expenditures and receipts, and current fund balances from the secretary/treasurer.*
 - 5. The Board may not incur debts.*
- 6. Agents*
 - 1. Agents shall not be employees of the SCDIU. Agents shall remain employees of the members that has assigned them to the SCDIU and shall be paid by that member, not the SCDIU.*
 - 2. Agents will be responsible for drug investigations, including intelligence management, case development, and case charging. Agents will also assist other agents in surveillance and undercover operations. SCDIU Agents will work cooperatively with assisting agencies.*
 - 3. Agents will be supervised by the Unit Commander.*
 - 4. The member appointing the Agent shall furnish the Agent a weapon.*
 - 5. Pursuant to Minnesota Statute §471.59, any duly sworn peace officer, while assigned to duty the SCDIU and working under the direction of the Board of Directors and the Unit Commander, shall have the same powers, duties, privileges, and immunities as are conferred upon such peace officers in their home jurisdiction.*
 - 6. Each Agent will be issued a debit card by the fiscal agent and PIN number to be used strictly for expenses related to the Agent's duties under this Agreement. Each Agent will be personally responsible for any use of this debit card which is not directly-related to the Agent's duties under this Agreement. Any unauthorized use of this debit card will result in sanctions by the Board, including the Agent's removal from the SCDIU.*
- 7. Unit Commander*
 - 1. From the Agents assigned by members, a Unit Commander shall be appointed by the Board and serve at its pleasure. The Unit Commander must be a full time licensed peace officer of a member and shall be paid a supervisor's salary by that member. The Unit Commander shall remain an employee of the member city or county.*
 - 2. The Unit Commander shall be in charge of the day to day operations of the SCDIU, including supervising the SCDIU's assigned personnel, subject to direction received from the Board. The Unit Commander is responsible for staffing, scheduling, case management, record keeping, informant management, buy fund management, petty cash management and intelligence management. The Unit Commander shall keep the Board updated as the SCDIU's activity, which would include major case development within member jurisdictions. The Unit Commander shall assist or advise in the drafting and execution of all search warrant initiated by the SCDIU and will work cooperatively with the agencies with venue over the case. The Unit Commander shall be responsible for all buy fund monies and petty cash funds and will provide Board members with a monthly accounting of all funds disbursed and a written summary of activity with the unit.*
 - 3. The Unit Commander may exclude agents from further SCDIU involvement subject to review by the Board and approval of the member that assigned the agent to the SCDIU.*
- 8. Forfeitures, Seizures, and Fines. All money and property that is obtained as a result of the SCDIU operations shall be forfeited to the SCDIU and will be distributed according to the State of Minnesota, Office of the State Auditor guidelines.*

In the case of Federal forfeiture actions, established federal rules shall be followed. Fine or restitution monies ordered paid to the SCDIU by Court Order may be used to offset equipment or operating costs of the SCDIU not funded by grant or matching funds.

9. Insurance; Indemnification and Liability.

11.1 Insurance. *The SCDIU shall obtain and keep current the following insurance coverages:*

Municipal Liability: \$500,000 per claimant/\$1,500,000 per occurrence

Automobile Liability: \$500,000 per claimant/\$1,500,000 per occurrence

UM/UIM: \$200,000 per occurrence

Crime: \$250,000 per occurrence

Excess Liability: \$2,000,000 aggregate limit

Basic Economic Loss (PIP): Basic Minnesota Statutory Coverage

Auto Physical Damage: Actual Cash Value, Unless Endorsed

Provided, that the coverage shall at all times be not less than the maximum liability as currently provided in Minn. Stat. §466.04, and as may be amended hereafter.

The SCDIU shall provide the fiscal agent of the members with a Certificate of Insurance naming the members as additional insureds. The policies shall not be cancellable, reduced or materially changed unless 30 days prior written notice shall be given to fiscal agent.

11.2 Indemnification.

(a) The SCDIU is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

(b) The SCDIU shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of the acts or omissions of the Joint Powers Board in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, Section 466.04.

(c) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

(d) To the fullest extent permitted by law, action by the parties 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, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provide further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.

(e) Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

11.3 Liability. *All insurance policies maintained on behalf of the SCDIU will be retained by the fiscal agent. Copies of any such policies will be provided to any member upon request.*

1. Duration

- 1. Each member shall be bound by the terms of the Agreement upon execution. All members need not sign the same copy.*
- 2. This Agreement shall continue for an indefinite term subject to the termination provisions of this section.*
- 3. This Agreement may be terminated at any time by the written agreement of a majority of its members.*
- 4. Any party to the Agreement may withdraw from this Agreement following thirty (30) days written notice to the SCDIU. If the SCDIU is abandoned, resources shall be divided in accordance with the financial and personnel contributions made by the participating agencies. If an individual agency terminates, all resources remain with the SCDIU.*
- 5. All equipment, including motor vehicles, which is not purchased by the SCDIU, but is used by the SCDIU Agents in the course of their duties under this Agreement, will be presumed to be donated to the SCDIU by the member agency. If a member agency does not wish to donate such equipment, it must file a written notice to that effect within thirty (30) days of the equipment being put into use by the SCDIU. The notice should specify the equipment and be filed with the Unit Commander or Secretary. If this notice is made, the equipment will not be subject to the provisions of section 12.5 if that member terminates its participation in the SCDIU.*

n. Call Handling System (telephone system) in our Dispatch/Communications Center

Commissioner Malterer excused herself from the meeting at 10:32 a.m.

Sheriff Dulas discussed the current call handling system. The sheriff noted that the expiration of the current system maintenance is ending in May of 2024. The recommendation from staff is to pay the cost up front to get the quoted price and the discount. This quote is available until October 6, 2023.

Motion to approve the purchase of the Vesta System for the amount of \$169,917.00 by Commissioner Christopherson,

seconded by Commissioner Krause. Motion carried 3-0.

6. Administration

a. Administration Update

Michael Johnson, County Administrator, provided updates to the board regarding recent administrative activities.

b. Human Resources Announcements

Michael Johnson, County Administrator, provided updates to the board regarding recent Human Resource announcements.

7. Commissioner Reports

Tabled.

8. Adjourn

Having no further county board business, Commissioner Krause moved and Commissioner Christopherson seconded the motion to adjourn the meeting. The motion was carried unanimously and the meeting adjourned at 11:17 a.m.

Brian Harguth, Chairperson
Waseca County Board of Commissioners

ATTEST:

Beth Weimert, Clerk
Waseca County Administration