



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
September 19, 2017**

1. **9:00 a.m. Agenda and Consent Agenda**  
RE: September 5, 2017 Minutes and Summary Minutes  
RE: Sheriff's Youth Project Gambling Application
2. **9:05 a.m. Claims (5 min)**
3. **9:10 a.m. Human Services (35 min)**
4. **9:45 a.m. Bob Vogel, State Representative (30 min)**  
RE: Legislative Wrap-up of the 2017 Session
5. **10:15 a.m. Brett Mason, Sheriff (5 min)**  
RE: Extension on Montgomery Contract
6. **10:20 a.m. Human Resources (5 min)**
7. **10:25 a.m. Darrell Pettis, County Engineer / Administrator**  
RE: TH 99 Detour Agreement  
RE: Justice Center Address Discussion  
RE: AMC Annual Conference, December 4 & 5, 2017  
RE: West Jefferson SSD  
RE: German - Jefferson SSD Petition
8. **10:45 a.m. Closed Session**  
RE: To develop offer to purchase real property, parcels 24.620.0670,  
24.620.0695 and 24.620.0660 per MN Stat. 13D.05 (3) (c) (3)

9. **Commissioner Committee Reports**
10. **Future Meetings List**
11. **11:00 a.m. BKV Work Session**



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# **Le Sueur County, MN**

**Tuesday, September 19, 2017**

**Board Meeting**

## **Item 1**

### **9:00 a.m. Agenda and Consent Agenda**

*RE: September 5, 2017 Minutes and Summary Minutes*

*RE: Sheriff's Youth Project Gambling Application*

Staff Contact:

## **Minutes of Le Sueur County Board of Commissioners Meeting**

### **September 5, 2017**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, September 5, 2017 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfling, Lance Wetzel, Dave Gliszinski and John King. Brent Christian and Darrell Pettis were also present. Joe Connolly was excused.

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

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

- Approved the August 22, 2017 County Board Minutes and Summary Minutes
- Approved August 2017 Transfers:

#1665 Transfer 2,667.90 from Bonded Indebt to Env Serv (AJE 03 2016 Baker Tilly)

#1666 Transfer 3,182.00 from Human Services to Revenue (A87 Qtr Ending 6-30-17)

#1667 Transfer 3,788.00 from Agency to Revenue (August Landshark)

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the Human Services claims:

Financial:         \$ 54,017.83

Soc Services:     \$ 99,234.10

Dan Larson with Minnesota Rural Counties appeared before the Board to give a background and activities presentation.

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

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved a quote from T.P. Kelly in the amount of \$8,758 to replace the area under the dumpsters with concrete.

Pam Simonette, Auditor-Treasurer appeared before the Board with one item for approval.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved an application to repurchase for Shane Selbrade.

Brett Mason, Sheriff appeared before the Board with one item for discussion and approval.

On motion by Wetzel, seconded by King and unanimously approved, the Board approved to move forward with the purchase of a new K9.

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

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the following recommendations:

Human Services Staff met with the Human Resources Committee to request review of several positions. The Committee approved the reclassification requests to be submitted to Springsted. Springsted made their recommendations to reclassify the positions indicated below. Upon board approval, the grade, step and hourly wage for the employees listed will be effective September 18, 2017.

Recommendation to reclassify the following full time Agency Social Workers in Human Services.

- Alana Adams, Grade 11, Step 2, \$24.87 per hour
- Stacey Beil, Grade 11, Step 7, \$29.68 per hour
- Jennifer Christensen, Grade 11, Step 4, \$26.71 per hour
- Justin Coates, Grade 11, Step 2, \$24.87 per hour
- Kari Davis, Grade 11, Step 5, \$27.69 per hour
- Talia Gilster, Grade 11, Step 1, \$24.01 per hour
- Teri Hopkins, Grade 11, Step 4, \$26.71 per hour
- Megan Kelly, Grade 11, Step 1 at \$24.01 per hour
- Audrey Krenik, Grade 11, Step 6, \$28.68 per hour
- Amber Lazzari, Grade 11, Step 2, \$24.87 per hour
- Jeffrey Mack, Grade 11, Step 6, \$28.68 per hour
- Maggie Novak, Grade 11, Step 3, \$25.77 per hour
- Marni Pearson, Grade 11, Step 5, \$27.69 per hour
- Kari Peters, Grade 11, Step 10, \$32.90 per hour
- Sally Schroer, Grade 11, Step 10, \$32.90 per hour
- Jessica Schwartz, Grade 11, Step 1, \$24.01 per hour
- Katherine Van Otterloo, Grade 11, Step 2, \$24.87 per hour
- Amanda Worrell, Grade 11, Step 1, \$24.01 per hour
- Shari Solheim, Grade 11, Step 10, \$32.90 per hour

Recommendation to reclassify the following full time Eligibility Workers in Human Services.

- Robin Allen, Grade 7, Step 10, \$26.08
- Abby Alonso, Grade 7, Step 4, \$21.15 per hour
- Leanne Gieseke, Grade 7, Step 4 \$21.15 per hour
- Margaret Kline, Grade 7, Step 10, \$26.08 per hour
- Laura La Valle, Grade 7, Step 3, \$20.42 per hour
- Suzanne Milam, Grade 7, Step 3, \$20.42 per hour
- Shawn O'Malley, Grade 7, Step 5, \$21.92 per hour
- Sheyna Patterson, Grade 7, Step 5, \$21.92 per hour
- Ramona Shook, Grade 7, Step 10, \$26.08 per hour
- Ann Sunderman, Grade 7, Step 10, \$26.08 per hour
- Erin Wachtel, Grade 7, Step 1, \$19.00 per hour

Recommendation to reclassify the following full time Lead Eligibility Workers in Human Services.

Laurie Appel, Grade 8, Step 10, \$27.64 per hour

Cindy Jirak, Grade 8, Step 11, \$28.60 per hour

Recommendation to reclassify the following full time Child Support Supervisor in Human Services.

Kandi Larson, Grade 12, Step 7, \$31.47 per hour

Recommendation to reclassify the following full time Fiscal Supervisor in Human Services.

Kari Sowieja, Grade 12, Step 7, \$31.47 per hour

Recommendation to reclassify the following full time Office Support Specialists in Human Services.

Denell Cesafsky, Grade 3, Step 6, \$18.00 per hour

Erica Miller, Grade 3, Step 9, \$19.95 per hour

Recommendation to reclassify the following full time Community Support Technicians in Human Services.

Christopher Schoenstedt, Grade 6, Step 8, \$22.96 per hour

Kathy Siebsen, Grade 6, Step 10, \$24.60 per hour

Recommendation to promote the following full time Office Support Specialist to a full time Office Support Specialist, Sr. in Human Services.

Patty Wolter, Grade 4, Step 7, \$19.74 per hour

Recommendation to post the reclassification announcements for the full time positions in Human Services. It has been past practice that all positions that have been reclassified are posted internally.

Peter Lindstrom with University of Minnesota Regional Sustainable Development Partnerships, Clean Energy Resource Teams appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign a Joint Powers Agreement between the Port Authority of the City of St. Paul and Le Sueur County.

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

On motion by King, seconded by Wetzel and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign an Emergency Management Performance Grant Agreement in the amount of \$23,239.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved to move forward with the eminent domain process to acquire right of way for County Road 104 on land owned by Charles Theis.

After a discussion on a possible redetermination of benefits on County Ditch #42, the Board consented to move forward with the process.

Josh Mankowski, Environmental Services appeared before the Board with one item for approval.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the use of \$5,000 from the gravel tax fund for the Johnson Dry Creek Bed Project.

### **Commissioner Committee Reports:**

Commissioner Gliszinski attended a Veteran's Office meeting in Montgomery, design meetings with BKV and AP for the Justice Center project, and a Blue Earth-LeSueur Joint Ditch 1, 2 and 15 meeting.

Commissioner King attended a Blue Earth-LeSueur Joint Ditch 1, 2, and 15 meeting

Commissioner Wetzel attended a Blue Earth-LeSueur Joint Ditch 1, 2, and 15 meeting, LCDS meeting, and a Public Health Advisory Committee meeting.

Commissioner Rohlfing attended a Blue Earth-LeSueur Joint Ditch 1, 2, and 15 meeting, LCDS meeting, and a Veteran's Office meeting in Montgomery.

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

<b>Warrant #</b>	<b>Vendor Name</b>	<b>Amount</b>
46618	Charles W Anderson	\$ 2,626.36
46619	Barnett Bros Inc.	\$ 4,012.20
46624	Bolton & Menk Inc.	\$ 41,437.50
46628	Contech Engineered Solutions LLC	\$ 3,602.70
46647	Genesis	\$ 20,821.52
46659	I & S Group Inc.	\$ 7,116.00
46660	Information Systems Co.	\$ 12,015.00
46664	JC Construction & Design Inc.	\$ 11,862.14
46669	Kris Engineering Inc.	\$ 3,463.72
46673	M-R Sign Co. Inc.	\$ 5,296.89
46676	Mayo Clinic Health Systems	\$ 4,956.00

46680	MN CCC	\$ 26,978.55
46703	S.E.H. Inc.	\$ 43,948.20
46709	S.M.C. Co. Inc.	\$ 26,034.88
46714	Summit	\$ 8,827.47
46720	Tire Associates Inc.	\$ 7,484.96
46722	Traxler Construction Inc.	\$ 8,133.72
46731	Waterford Oil Co. Inc.	\$ 12,640.87
46733	Waterville Lakes Assoc.	\$ 4,256.00
46734	Wenck Assoc. Inc.	\$ 30,025.70
46739	WW Blacktopping Inc.	\$ 4,936.37
46741	Zimmerman Tiling & Excavating LLC	\$ 22,445.00

108 Claims paid less than \$2,000.00:	\$ 40,084.25
22 Claims paid more than \$2,000.00:	\$312,921.75
130 Total all claims paid:	\$353,006.00

On motion by King, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, September 19, 2017 at 9:00 a.m.

**ATTEST:**

\_\_\_\_\_  
Le Sueur County Administrator

\_\_\_\_\_  
Le Sueur County Chairman



### Summary Minutes of Le Sueur County Board of Commissioners Meeting, September 5, 2017

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us).
- Approved the agenda. (Wetzel-Gliszinski)
- Approved the consent agenda. (King-Wetzel) August 22, 2017 County Board Minutes and Summary Minutes and August 2017 Transfers: #1665 Transfer 2,667.90 from Bonded Indebt to Env Serv (AJE 03 2016 Baker Tilly), #1666 Transfer 3,182.00 from Human Services to Revenue (A87 Qtr Ending 6-30-17) and #1667 Transfer 3,788.00 from Agency to Revenue (August Landshark)
- Approved Human Services claims. (King-Gliszinski) Financial \$54,017.83 and Soc Services \$99,234.10
- Approved a quote from T.P. Kelly in the amount of \$8,758 to replace the area under the dumpsters with concrete. (Gliszinski-King)
- Approved an application to repurchase for Shane Selbrade. (King-Wetzel)
- Approved to move forward with the purchase of a K9. (Wetzel-King)
- Approved the following recommendations for Human Services effective September 18, 2017: (Gliszinski-Wetzel) Reclassify full time Agency Social Workers from Grade 10 to Grade 11, reclassify full time Eligibility Workers from Grade 6 to Grade 7, reclassify full time Lead Eligibility Workers from Grade 7 to Grade 8, reclassify a full time Child Support Supervisor from Grade 10 to Grade 12, reclassify a full time Fiscal Supervisor from Grade 9 to Grade 12, reclassify full time Office Support Specialists from Grade 2 to Grade 3, reclassify full time Community Support Technicians in from Grade 5 to Grade 6, promote a full time Office Support Specialist to a full time Office Support Specialist from Grade 2 to Grade 4, and the recommendation to post the reclassification announcements for the full time positions in Human Services internally.
- Approved a Joint Powers Agreement between the Port Authority of the City of St. Paul and Le Sueur County. (Gliszinski-King)
- Approved an Emergency Management Performance Grant Agreement in the amount of \$23,239. (King-Wetzel)
- Approved to move forward with the eminent domain process to acquire right of way for County Road 104 on land owned by Charles Theis. (Wetzel-Gliszinski)
- Approved the use of \$5,000 from the gravel tax fund for the Johnson Dry Creek Bed Project. (King-Wetzel)
- The following claims were approved for payment: (Wetzel-King)

Warrant #	Vendor Name	Amount
46618	Charles W Anderson	\$ 2,626.36
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108	Claims paid less than \$2,000.00:	\$ 40,084.25
22	Claims paid more than \$2,000.00:	\$312,921.75
130	Total all claims paid:	\$353,006.00

•Adjourned until Tuesday, September 19, 2017 at 9:00 a.m. (King-Wetzel)

ATTEST: Le Sueur County Administrator                      Le Sueur County Chairman

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Sheriff's Youth Project of Le Sueur County

Previous Gambling Permit Number: X-92998

Minnesota Tax ID Number, if any: \_\_\_\_\_

Federal Employer ID Number (FEIN), if any: 80-0800938

Mailing Address: 610 North Park Avenue

City: Le Center State: MN Zip: 56057 County: Le Sueur

Name of Chief Executive Officer (CEO): Brett V.P. Mason

Daytime Phone: 507-444-7100 Email: bmason@co.le-sueur.mn.us

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☒ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:

[www.sos.state.mn.us](http://www.sos.state.mn.us)

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Traxler's Hunting Preserve

Physical Address (do not use P.O. box): 37699 Hunting Preserve Lane

Check one:

☐ City: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

☐ Township: Lexington Zip: 56057 County: Le Sueur

Date(s) of activity (for raffles, indicate the date of the drawing): October 17, 2017

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards

☒ Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$ 6,000.00)

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under **List of Licensees**, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL  
for a gambling premises  
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

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

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

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

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

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

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature must be CEO's signature; designee may not sign)

Print Name: Brett V.P. Mason**REQUIREMENTS****Complete a separate application for:**

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

**MAIL APPLICATION AND ATTACHMENTS****Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status, and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

*An equal opportunity employer*

**Business Record Details »**

Minnesota Business Name

**Sheriff's Youth Project of Le Sueur County, MN****Business Type**

Nonprofit Corporation (Domestic)

**MN Statute**

317A

**File Number**

467350000024

**Home Jurisdiction**

Minnesota

**Filing Date**

1/27/2012

**Status**

Active / In Good Standing

**Renewal Due Date**

12/31/2018

**Registered Office Address**610 N Park Ave  
Le Center, MN 56057  
USA**Registered Agent(s)**

(Optional) None provided

**President**Brett VP Mason  
610 North Park Avenue  
LeCenter, MN 56057  
USA**Filing History****Filing History**Select the item(s) you would like to order: [Order Selected Copies](#)

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	1/27/2012	Original Filing - Nonprofit Corporation (Domestic) (Business Name: Sheriff's Youth Project of Le Sueur County, MN)	



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# **Le Sueur County, MN**

**Tuesday, September 19, 2017**

**Board Meeting**

## **Item 2**

**9:05 a.m. Claims (5 min)**

**Staff Contact:**



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# **Le Sueur County, MN**

**Tuesday, September 19, 2017**

**Board Meeting**

## **Item 3**

**9:10 a.m. Human Services (35 min)**

**Staff Contact:**

**Human Services Board Agenda  
September 19, 2017 @ 9:10 a.m.**

**100- INFORMATION/PRESENTATIONS:**

- 101 - General Updates and Highlights
  - 101.1 - Introduction of Breanna Lloyd, Support Enforcement Aide, Child Support
  - 101.2 - Strengthening families and communities is the theme for National Recovery Month

**200- CHARTS/GRAPHS:**

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

**300- BOARD APPROVAL ITEMS:**

- 310 - Commissioner's Warrants





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# **Le Sueur County, MN**

**Tuesday, September 19, 2017**

**Board Meeting**

## **Item 4**

**9:45 a.m. Bob Vogel, State Representative (30 min)**

*RE: Legislative Wrap-up of the 2017 Session*

Staff Contact:



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# **Le Sueur County, MN**

**Tuesday, September 19, 2017**

**Board Meeting**

## **Item 5**

**10:15 a.m. Brett Mason, Sheriff (5 min)**

***RE: Extension on Montgomery Contract***

**Staff Contact:**



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# **Le Sueur County, MN**

**Tuesday, September 19, 2017**

**Board Meeting**

## **Item 6**

**10:20 a.m. Human Resources (5 min)**

**Staff Contact:**



# Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

Telephone: 507-357-8517 • Fax: 507-357-8607

Cindy Westerhouse – Human Resources Director

## HUMAN RESOURCES

### AGENDA ITEMS

September 19, 2017

Recommendation to approve the revisions to the Le Sueur County Personnel Policy.

The additions/deletions/modifications are indicated below. The policy has been reviewed by the Personnel Policy Committee and the County's Labor Attorney.

#### Modifications to the Personnel Policy

##### Add New Policy

##### Working Alone Policy

Employees whose job duties require them to work alone outside of the office should provide their department with information as to the location(s) that they will be visiting as part of their duties, the time(s) that they are expected to be at the location(s), and their anticipated return time, recognizing that some employees' duties fall outside the regular hours of their department or are otherwise inconsistent with this provision (law enforcement). Employees are required to follow the policies and procedures of their individual departments regarding communication, check-in policies, and safety procedures applicable to their positions.

All employees are encouraged to be aware of their surroundings when working alone and to report all circumstances they encounter while working that they deem unsafe to the County.

##### Delete – Acceptable Use Policy for Computer and Network System

These account connections include, but are not limited to: America Online (AOL), CompuServe, Delphi, Genie, Microsoft Network (MSN), or prodigy.

10. If an employee has been granted permission to use an outside commercial access provider, the employee **MUST**:
  - a. Disconnect his/her computer from all AS/400 sessions throughout the duration of the commercial connection
  - b. Disconnect his/her computer from any network session throughout the duration of the commercial connection
  - c. Scan his/her computer hard drive for computer viruses prior to connecting again to a network or AS/400 connection.

##### Modify

21. Users should recognize that computing resources are limited and user activities may have an impact on the entire network. They must not use streaming audio, video or real time applications such as stock ticker, weather monitoring or Internet radio, **or storage of personal photos and videos.**

**Every third weekend of the month** The Le Sueur County IT Department will perform maintenance on all county e-mail accounts and delete any message older than 30 days to ensure compliance with this policy.

##### Modify – Hire Date/Step Increase

**Hire Date/Step Increase:** If hired before **July 1, October 1**, the employee receives a step increase January 1 of the following year, upon receiving satisfactory review by Department Head and/or Supervisor. If hired on or after **July 1, October 1**, the employee must wait until the following January 1. Part-time employees and temporary employees, when hired to full time, without a break in service, receive a step increase upon satisfactory review by Department Head and/or Supervisor and completion of 1000 hours at the end of the calendar year.

##### Add – Benefits – Holidays

New hires shall receive floating holiday hours if hired before October 1. If hired on or after October 1, the employee shall receive floating holiday hours the following year.

*Equal Opportunity Employer*



# Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

Telephone: 507-357-8517 • Fax: 507-357-8607

Cindy Westerhouse – Human Resources Director

## **Add - Employee Leaves - Vacation Leave**

All employees must participate in the HCSP adopted by their employer or bargaining unit. However, you can opt out of the Plan if you: Are eligible for TRICARE retiree medical benefits; have a service-connected disability; are a foreign national who plans to return to your country of origin; have a comprehensive health insurance coverage provided for life that is at least 70 percent paid for by an employer (the insurance coverage must be provided by a source other than your current employer who sponsors your HCSP).

Once you opt out, you may not participate at any time in the future. Contact the Human Resources Department for more information.

## **Add – Employee Leaves – Severance**

All employees must participate in the HCSP adopted by their employer or bargaining unit. However, you can opt out of the Plan if you: Are eligible for TRICARE retiree medical benefits; have a service-connected disability; are a foreign national who plans to return to your country of origin; have a comprehensive health insurance coverage provided for life that is at least 70 percent paid for by an employer (the insurance coverage must be provided by a source other than your current employer who sponsors your HCSP).

Once you opt out, you may not participate at any time in the future. Contact the Human Resources Department for more information.

## **Modify Severance**

10 - 19 years of service	100% up to <b>\$10,000.00</b> <del>(\$5,000)</del>
20 - 29 years of service	100% up to <b>\$15,000.00</b> <del>(\$10,000)</del>
30 and above years of service	100% up to <b>\$20,000.00</b> <del>(\$15,000)</del>

## **Add Employee Leaves**

Unpaid time off - Employees must have exhausted all of their accrued vacation, sick, comp time and floating holidays balances before unpaid time off will be considered. Requests for unpaid time off must be made in writing to both the employee's immediate supervisor and department head, and shall include an explanation of the circumstances necessitating the unpaid time off. The request may be denied if there are no compelling circumstances justifying the unpaid time off. Vacation and sick leave accrual will be calculated on a pro-rated basis. Unpaid time off must be recorded in the unpaid time off row on the Etimecard.

## **Modify - Reimbursed Expenses**

**Out-of-State Travel:** Employees will be reimbursed for the lowest cost of reasonable transportation for out-of-state travel. All out-of-state travel **for conferences and training** must be pre-approved by the County Board. The reimbursement for meals, when traveling out of state, will be reimbursed up to a maximum of \$75.00 per day, with itemized receipts, including tax.

**No board approval is required when traveling out of state in the course and scope of performing the duties of the position.**

## **Modify - Credit Card Policy**

Le Sueur County will not be responsible for late fees or service charges due to the incomplete submission of records to the County Auditor/Treasurers' office. The department head and employee will be personally responsible if any such fees appear on the bill. **Having more than three recurring late fees or service charges could result in the loss of the credit card.**

## **Add - Miscellaneous**

### **Le Sueur County Committees:**

**Employees serving on the following committees will be on paid time when participating in the committee work.**

*Equal Opportunity Employer*



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# **Le Sueur County, MN**

**Tuesday, September 19, 2017**

**Board Meeting**

## **Item 7**

**10:25 a.m. Darrell Pettis, County Engineer / Administrator**

*RE: TH 99 Detour Agreement*

*RE: Justice Center Address Discussion*

*RE: AMC Annual Conference, December 4 & 5, 2017*

*RE: West Jefferson SSD*

*RE: German - Jefferson SSD Petition*

Staff Contact:

Date: September 13, 2017

Darrell Pettis  
Le Sueur County Engineer  
88 South Park Avenue  
Box 205  
Le Center, MN 56057

RE: Proposed Detour Agreement No. **1029412**  
Le Sueur County  
S.P. 4008-25 (T.H. 99=021)  
T.H. 99 at the Nicollet/Le Sueur County Line (Minnesota River)

Dear Mr. Pettis:

Transmitted herewith in duplicate is a proposed detour agreement with the Le Sueur County. This agreement provides for *payment by the State to the County for the road life consumed on County State Aid Highway 21* is being used as a temporary trunk highway detour during construction operations on T.H. 99 under State Project 4008-25.

Kindly present this agreement to the County Board for their approval and execution, which includes original signatures of the County Board authorized County officers, on the two copies of the agreement. Also required are two original copies of a resolution passed by the County Board authorizing its officers to sign the agreement in its behalf. A suggested form of such resolution is enclosed.

Please return the two original signed copies of the agreement and resolution, once they have been executed by the County. A copy will be returned to the County when fully executed.

Sincerely,



Susan Museus  
Contract Administrator

Enc. Proposed Agreement (2)  
Resolution (2)

cc: Maryanne Kelly-Sonnek – M.S. 682  
File

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
LE SUEUR COUNTY  
DETOUR AGREEMENT**

**For Trunk Highway No. 99 Detour**

<b>State Project Number (S.P.):</b>	<u>4008-25</u>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number (T.H.):</b>	<u>99=021</u>	<b><u>\$16,016.93</u></b>
<b>Federal Project Number:</b>	<u>STPM 4013 (227)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Le Sueur County acting through its Board of Commissioners ("County").

**Recitals**

On December 9, 2016, the State awarded a construction contract to be performed upon, along and adjacent to Trunk Highway No. 99 at the Nicollet/Le Sueur County Line (Minnesota River) under State Project No. 4008-25 (T.H. 99=021); and

1. The State required a detour to carry Trunk Highway No. 99 traffic on County State Aid Highway No. (C.S.A.H.) 21 during the construction; and
2. The State began using the County road as a detour with the understanding that a Detour Agreement, providing for reimbursement by the State to the County for the road life consumed by the detour, would be entered into at a later date; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement**

- 1.1 *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 *Expiration Date.*** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

**2. Agreement Between the Parties**

**2.1 *Detour.***

- A. *Location.*** The State did establish the T.H. 99 detour route on the following County road as detailed in the project plans or Special Provisions:  
C.S.A.H. 21 for a total distance of 3.0 miles.
- B. *Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the States obligation over Article 3.3B, the agreement will be amended.



- C. Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- E. Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.
- F. Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

**2.2 Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A.** The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
- B.** The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

### 3. Payment

**3.1 For Road Life Consumed.** \$16,016.93 is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length</u> <u>(Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
0.00513	4,688	3.0	222	\$16,016.93
Total Road Life Consumed				<u>\$16,016.93</u>

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

- 3.2 Maximum Obligation.** \$40,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.
- 3.3 Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.
  - A.** Execution of this Agreement and the County's receipt of the executed Agreement.
  - B.** State's encumbrance of the State's total payment amount.
  - C.** State's removal of all detour signs.

D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.

E. State's receipt of a written request from the County for payment.

#### 4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 99 detour to as good of condition as they were before designation as temporary Trunk Highways.

#### 5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

##### 5.1 The State's Authorized Representative will be:

Name/Title: Susan Museus/Contract Administrator (or successor)  
 Address: 2151 Bassett Drive, Mankato, MN 56001  
 Telephone: 507-304-6202  
 E-Mail: susan.museus@state.mn.us

##### 5.2 The City/County's Authorized Representative will be:

Name/Title: Darrell Pettis/Le Sueur County Engineer (or successor)  
 Address: 88 South Park Avenue, Box 205, Le Center, MN 56057  
 Telephone: 507-357-8204  
 E-Mail: dpettis@co.le-sueur.mn.us

#### 6. Assignment; Amendments; Waiver; Contract Complete

**6.1 Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**6.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**6.3 Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**6.4 Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### 7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

#### 8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## 9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

## 10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 11. Termination; Suspension

**11.1 *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**11.2 *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**11.3 *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

## 12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

SWIFT Purchase Order: \_\_\_\_\_

**LE SUEUR COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

Approved:

By: \_\_\_\_\_  
(District Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**LE SUEUR COUNTY**

**RESOLUTION**


IT IS RESOLVED that Le Sueur County enter into MnDOT Agreement No. 1029412 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Highway No. 21 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 99 at the Nicollet/Le Sueur County Line (Minnesota River) under State Project No. 4008-25 (T.H. 99=021).

IT IS FURTHER RESOLVED that the \_\_\_\_\_ and the \_\_\_\_\_  
(Title)  
\_\_\_\_\_ are authorized to execute the Agreement and any  
(Title)  
amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Le Sueur County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2017
Notary Public _____
My Commission Expires _____


_____ (Signature)
_____ (Type or Print Name)
_____ (Title)





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# **Le Sueur County, MN**

**Tuesday, September 19, 2017**

**Board Meeting**

## **Item 8**

### **10:45 a.m. Closed Session**

*RE: To develop offer to purchase real property, parcels 24.620.0670, 24.620.0695 and 24.620.0660 per MN Stat. 13D.05 (3) (c) (3)*

**Staff Contact:**



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# **Le Sueur County, MN**

**Tuesday, September 19, 2017**

**Board Meeting**

## **Item 9**

### **Commissioner Committee Reports**

**Staff Contact:**





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# **Le Sueur County, MN**

**Tuesday, September 19, 2017**

**Board Meeting**

## **Item 10**

### **Future Meetings List**

**Staff Contact:**

## Future Meetings September - October 2017

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### September

- Tuesday, September 19, 2017**    **Board Meeting, 9:00 a.m.**  
\*BKV Work Session
- Thursday, September 21, 2017    Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
- Tuesday, September 26, 2017**    **Board Meeting, 9:00 a.m.**  
\*Park Board Work Session, 9:30 a.m.  
\*West Jefferson Work Session, 10:15 a.m.

### October

- Tuesday, October 3, 2017**    **Board Meeting, 9:00 a.m.**  
\*County Ditch 42 Public Hearing, 10:00 a.m.
- Thursday, October 12, 2017    P&Z Meeting, 7:00 p.m. at Environmental Services
- Tuesday, October 17, 2017**    **Board Meeting, 9:00 a.m.**
- Thursday, October 19, 2017    Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
- Tuesday, October 24, 2017**    **Board Meeting, 9:00 a.m.**



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# **Le Sueur County, MN**

**Tuesday, September 19, 2017**

**Board Meeting**

## **Item 11**

**11:00 a.m. BKV Work Session**

**Staff Contact:**