



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
April 3, 2018**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: March 27, 2018 Minutes and Summary Minutes
RE: March 2018 Transfers
2. **9:05 a.m. Claims (5 min)**
3. **9:10 a.m. Nik Kadel, Ditch Inspector (10 min)**
RE: Ditch Update
4. **9:20 a.m. Vicki Walechka (5 min)**
RE: Proclamation for Crime Victims Rights
5. **9:25 a.m. Human Resources (5 min)**
6. **9:30 a.m. Brett Mason, Sheriff (5 min)**
RE: Boat and Water Safety Grant
7. **9:35 a.m. Darrell Pettis, County Administrator**
RE: Miscellaneous
8. **Commissioner Committee Reports**
9. **Future Meetings**



Le Sueur County, MN

Tuesday, April 3, 2018

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: March 27, 2018 Minutes and Summary Minutes

RE: March 2018 Transfers

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting March 27, 2018

The Le Sueur County Board of Commissioners met in regular session on Tuesday, March 27, 2018 at 9:00 a.m. at the Courthouse in Le Center, Minnesota. Those members present were: Steve Rohlfling, Lance Wetzel, John King and Dave Gliszinski. Joe Connolly was excused. County Attorney Brent Christian and County Administrator Darrell Pettis were also present.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the agenda.

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

- Approved the March 20, 2018 County Board Minutes and Summary Minutes
- Approved a gambling application from Greater Jefferson German Lakes Association
- Approved a Waterville Baseball Club 3.2 Liquor License

Josh Mankowski, P&Z Administrator appeared before the Board with several items for approval.

On motion by King, seconded by Gliszinski and unanimously approved via roll call 4-0 with Connolly absent, the Board approved a Conditional Use Permit to The Lawn Barber, Le Sueur, MN, (Applicant); Harry Olson, Denver, IA, (Owner): Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling of approximately 24 cubic yards of material within the shore impact zone for the repair and construction of a retaining wall within the shore impact zone in a Recreational Residential “RR” District, on a Recreational Development “RD” lake, Lake Tetonka. Property is located in the SW/NE, Section 28, Waterville Township. The application was approved with the following conditions and findings are on file at the Planning and Zoning Office:

1. Work with Environmental Services staff to assure that plantings are Minnesota Natives.
2. Work with Environmental Services staff to provide a buffer for the shoreline restoration

On motion by Rohlfling, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair to sign a Wenck Professional Services Subcontract for FRST to extend the contract through 2018.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved and authorized the County Administrator to sign a Resolution to Incorporate the Summary of Watercourses into the Le Sueur County Comprehensive Local Water Management Plan.

Amy Beatty with Environmental Services appeared before the Board with one item for approval.

On motion by Rohlfling, seconded by King and unanimously approved, the Board approved to receive the 2017 County Feedlot Officer Report.

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

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the purchase of an Alumacraft boat in the amount of \$24,225 and miscellaneous diving equipment in the amount of \$923 to be reimbursed by a Boat and Water Grant.

Cindy Westerhouse appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to hire Bill Collins, temporary Building and Grounds Worker in the Building and Maintenance Department, Grade 3, Step 4 at \$17.10 per hour to a part time Building and Grounds Worker in the Building and Maintenance Department, Grade 3, Step 4 at \$17.10 per hour.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved to hire Karen Fraser as a full time Office Support Specialist in Human Services, as a Grade 3, Step 4 at \$17.10 per hour, effective April 2, 2018.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to hire Payton Shook as a full time Office Support Specialist in Human Services, as a Grade 3, Step 4 at \$17.10 per hour, effective April 2, 2018.

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved to promote Abby Beer, full time Public Health Lead Worker, Grade 12, Step 11 at \$38.64 per hour to a Public Health Lead Worker II, Grade 13, Step 11 at \$40.95 per hour effective the next pay period.

On motion by King, seconded by Gliszinski and unanimously approved with Commissioner Wetzel abstaining, the Board approved a personal leave request from Jennifer Wetzel, Administrative Assistant in the Attorney's Office, effective March 23, 2018.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to set the 2018 wages for Nick Greenig, Chief Deputy Sheriff in the Sheriff's Office, from \$42.64 per hour to \$44.78 per hour, effective the first pay period in January 2018.

On motion by Gliszinski, seconded by Rohlffing and unanimously approved, the Board approved to set the 2018 salaries, pursuant to Minnesota Statute 386.015, for the following Le Sueur County elected officials:

County Attorney -	\$103,716.31
County Sheriff -	\$115,013.15
County Auditor-Treasurer -	\$102,270.53
County Recorder -	\$73,539.53

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved the request from employee 1912 to receive donated vacation and comp time hours and to request donation of vacation and comp time hours from county employees.

Darrell Pettis, County Administrator appeared before the Board with one item for discussion.

Commissioner Committee Reports:

Commissioner Rohlfing attended 2 Region Nine meetings

Commissioner Gliszinski attended a Justice Center progress meeting and a Justice Center per-bid meeting.

Commissioner King attended a Justice Center progress meeting.

Commissioner Wetzel attended a LCDS Board special meeting.

On motion by King, seconded by Gliszinski and unanimously approved, the Board adjourned until Tuesday, April 3, 2018 at 9:00 a.m.

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

Summary Minutes of Le Sueur County Board of Commissioners Meeting, March 27, 2018

- 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.
 - Approved the agenda. (King-Gliszinski)
 - Approved the consent agenda. (Rohlfing-King)
 - Approved a Conditional Use Permit with conditions to The Lawn Barber, Le Sueur, MN, (Applicant); Harry Olson, Denver, IA, (Owner) and findings are on file at the Planning and Zoning Office: (King-Gliszinski)
 - Approved a Wenck Professional Services Subcontract for FRST to extend the contract through 2018. (Rohlfing-Gliszinski)
 - Approved a Resolution to Incorporate the Summary of Watercourses into the Le Sueur County Comprehensive Local Water Management Plan. (Gliszinski-King)
 - Approved to receive the 2017 County Feedlot Officer Report. (Rohlfing-King)
 - Approved the purchase of a boat in the amount of \$24,225 and miscellaneous diving equipment in the amount of \$923 to be reimbursed by a Boat and Water Grant. (Rohlfing-Gliszinski)
 - Approved to hire Bill Collins in the Building and Maintenance Department. (Gliszinski-King)
 - Approved to hire Karen Fraser in Human Services. (Rohlfing-Gliszinski)
 - Approved to hire Payton Shook in Human Services. (King-Gliszinski)
 - Approved to promote Abby Beer to a Public Health Lead Worker II. (Rohlfing-King)
 - Approved a personal leave request from Jennifer Wetzel in the Attorney's Office. (King-Gliszinski)
 - Approved to set the 2018 wages for Nick Greenig in the Sheriff's Office, from \$42.64 per hour to \$44.78 per hour. (Gliszinski-King)
 - Approved to set the 2018 salaries for the following Le Sueur County elected officials: County Attorney - \$103,716.31, County Sheriff - \$115,013.15, County Auditor-Treasurer - \$102,270.53, and County Recorder - \$73,539.53 (Gliszinski-Rohlfing)
 - Approved the request from employee 1912 to receive donated vacation and comp time hours and to request donation of vacation and comp time hours from county employees. (Rohlfing-King)
 - Adjourned until Tuesday, April 3, 2018 at 9:00 a.m. (King-Gliszinski)
- ATTEST: Le Sueur County Administrator Le Sueur County Chairman

March, 2018 Transfers

- | | |
|-------|---|
| #1691 | Transfer 3,279.00 from Agency to Revenue
(March Landshark) |
| #1692 | Transfer 3,186.00 from Human Services to Revenue
(A87 Quarter ending 12-31-17) |
| #1693 | Transfer 20,764.21 from Human Services to Revenue
(1 st Quarter Rent) |



Le Sueur County, MN

Tuesday, April 3, 2018

Board Meeting

Item 2

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

Staff Contact:



Le Sueur County, MN

Tuesday, April 3, 2018

Board Meeting

Item 3

9:10 a.m. Nik Kadel, Ditch Inspector (10 min)

RE: Ditch Update

Staff Contact:

Drainage	DB Repair #	Date Received	Township	Section	Landowner	Person Requesting Repair	Problem/Proposed Work	Contractor	Cost Estimate	Start Date	Project complete Date	Final Bill Invoice	Notes
CD15	16-033	10/18/2016	Kilkenny	22	MCGILLEN,JOHN E & PAMELA K	MCGILLEN,JOHN E & PAMELA K		Barnette		12/23/2016			dams were removed and beavers were trapped!
CD15	17-011	3/24/2017	Kilekenny	22	McgiLLEN,JOHN E & PAMELA K	mcGILLEN,JOHN E & PAMELA K	Asked for a general cleanout around his property.	Barnette	5950	4/1//2017			Ditch still needs to be cleaned, it was too cold before work could be done.
CD16	16-037	11/1/2016	Montgomery	18	TRINKA,BETTY A		Culvert is failing, needs field review.						Culvert needs cleaning around it
CD16	16-040	11/3/2016	Lexington	13	NYTES,JAMES L & RUTH A		clean out to the lake. Need DNR permits to proceed. Water control structure?						waiting on DNR water permit
CD16	16-041	11/3/2016	Montgomery	18	TRINKA,BETTY A		clean out, need DNR permits, control structure?	selly?	20566.4				Starting meetings with DNR!!!!
CD18	18-001	3/26/2018	Montgomery	13	Beatty, Leonard E	Beatty Leonard E	Spoils not spread from past clean out.						Was able to inpect Leonards land and the spoils need to be spread, will need to run the whole ditch.
CD21	16-007	4/25/2016	Lexington	28		Joe Schloesser	washing out next to culvert in driveway						Sent letters, no response
CD23	16-024	9/29/2016	Lexington	20	WIELAND,ROBERT A & CYNTHIA		washouts due to heavy rain. side inlets? ditch plugged						Did a ditch inspection on about half the ditch. It's going to need a lot of work and a redetermination. Having a meeting with board about how to proceed.
CD23	16-044	11/14/2016				Don Westerman	Don Westerman wants the outlet structure for marks lake repaired before any ditch clean out takes place. Site needs to be visited and photos taken winter of 2016-17.						drop inlet structure needs replacment.
CD23	17-042	42940	Lexington	14	David, William B	David, William B	Culvert and crossing condition and history.	Selly					4.5 diameter culvert, landowner wants to extend the culvert, will have to wait until crops come off to have project done.
CD31	17-052	12/12/2017	Derrynane	13	Hoefs, Johns J	Dennis Dietz	Water not flowing through						Needs inspection this spring.
CD31	16-055	42709	derrynane		JAHN,BRIAN C FAMILY LP	john Widmer	where 31 and 44 meet is clogged with grass.						I inspected this and water seems to be flowing fine. CD44 will need cleaning in a year or two.
CD38	17-054	12/21/2017	Kilkenny	36	Miller, Jerome A	Kenneth Wetzel	Need elevation shots on a culvert, Landowner believes culvert is too high.						Need to get elevation shots!

CD40	16-061	42725	Montgomery	22	BAUER,LEROY O & BONNIE	BAUER,LEROY O & BONNIE K	LO stopped in saying lots of sloughing and erosion along his land and further along the ditch						Land owner spread spoil on his own, I let him know he could be paid for his work but he was not interested.
CD40	17-004	1/12/2017	Montgomery	26	KORBEL,DALE & ALICIA	Dan Gregor	Banks are sloughing from excess rains and water						Need to site inspection for work
CD40	16-014	9/21/2016	Montgomery	28	KRAUTKREMER,DENNIS		Ditch has been cleaned out and install a 30' culvert	Havel					Land was too wet to finish cleaning by havel.
CD40	17-003	1/4/2017	Montgomery	28	WENKER,JOHN D & THERESA	Krautkramer	needs ditch clean out	Havel	\$ 7,000.00	2/1/2017	4/25/2017	\$ 6,037.00	This was done in 2017 and never entered into the report.
CD41	17-043	1/24/2017	Lexington	30	Beer, George	Jerry Cooney	Tile failing, Water siting in the field not draining in the culvert.						Tile collapsed, having it looked at by ISG and a meeting on Dec. 7th
CD43	17-007	2/3/2017	Lexington	21	MORAVEC,JACQUELYN M		water not being able to get into Tyler lake						Tyler lake has been looked at waiting on DNR to provide results of OWL. To see if we can clean into the lake.
CD44	16-035	10/20/2016	Lanesburgh	20	TIEDE,RUSTY & NANCY	Rusty Tiede	Rusty Tiede called in to office describing water backing up in Main of CD#44. Problem he said appears to be downstream.						CD 44 needs inspection for a few problems
CD44	16-054	11/30/2016	Lanesburgh	7	JAHN,BRIAN C FAMILY LP	John Widmer	plugged with grass at the point where 31 and 44 meet up.						
CD54	17-048	10/30/2017	Lanesburgh	11	Ilkka, Gregory M & Judy	Mary Caroline	Tree cloggin a ditch.	Selly					ice block up
CD57	17-051	43069	Kilkenny	3	Brockway, Richard & kathleen	Brookway, Richard & Kathleen	Beaver dams and beaver problems, going to trapp before clearing dams.	Rollings					We have a trapper out ther along the ditch now.
CD59	16-017	9/23/2016	Elysian	3	Domonoske, Donald & Judy	Domonoske, Doanld & Judy	Asked about this same are again, will have to inspect in the spring for a clean out.						This stretch was attempted last year but it was too wet. Land owner asked for it to be looked at again. 10/2017
CD61	16-013	9/20/2016	Cordova	23	THEIS,JOHN L & CANDI L	David Novotny	Find where the tile has been plugged or blown out, repair that area to get water flowing again, were told to get a cost estimate before work could be done	Pat Traxler		3/31/2017			Traxler Thinks the problem is the tile in the easment land on the McGillen land. Will have to look into it in the future. Waiting on invoice!
CD61	17-021	42846	Cordova	23	McgILLEN,JOHN E & PAMEL	David Novotny	Tile Holding back water. Needs to be replaced or fixed.						having ISG make an engeneering report for the county to replace couty tile.

Le Sueur County Ditch Report: 4/1/18 =New =Closed white=current = In Review

CD61	17-046	9/11/2017	Cordova	23	McgILLEN,JOHN E & PAMELA K	david Novotny	Clean open ditch for fall.						Did inspection waiting until after meeting to do work.
CD63	17-009	2017-15-3	Montgomery	35	Trcka, Steve & Theresa	Mark Chicoine	Needs inspections for cleaning, there is sloughing.						needs inspection. Holding off work
CD64	17-053	12/13/2017	Cordova	20	Chadderdon, Orbbe	Norman Schmidt	Beaver dams blocking up ditch						I have ran parts of this ditch and could not find any dams. I will run the ditch this spring.
JD4 SCOTT	16-058	12/12/2016	Tyrone	1	LINDEMAN,LLOYD	Lyle Wagner	Lyle wagner stopped in saying that he and a few neighbors think the ditch will have to be cleaned out						Needs inspection this spring.
JD5 RICE	17-002	1/3/2017	Kilkenny	10	SCHULTZ,JERRY L	ken kline	In the Cannon River section of kilkenny, below Dora. Need to ok with DNR and Knish. the Bill should be split equally between JD5, CD40, CD57 and CD63- these are backed up by beaver dams with in the area.						needs action.
JD15 BE	17-008	2/16/2017	Washington	14	MCCARTHY,JAMES R	Mark Krenik	ditch clean out.	zimmerman	5500				Ditch has had inspection and found out that there is a joint survey going on. Waiting for redetermination and survey to be done.



Le Sueur County, MN

Tuesday, April 3, 2018

Board Meeting

Item 4

9:20 a.m. Vicki Walechka (5 min)

RE: Proclamation for Crime Victims Rights

Staff Contact:

National Crime Victims' Rights Week, April 8 –14, 2018

WHEREAS, Americans are the victims of 20 million crimes each year, affecting individuals and communities;

WHEREAS, years of investment in crime victims' rights and services have developed a system of victim response that can help victims recover from crime;

WHEREAS, reaching and serving all victims of crime is essential to supporting thriving communities, because those who receive holistic services and support are more likely to remain invested in their communities;

WHEREAS, dedicated victim service providers are working every day to meet the needs of crime victims, yet there are still too many victims without meaningful access to rights and services;

WHEREAS, many victims face barriers—such as isolation, distrust of authorities, language limitations, lack of transportation, or cultural barriers—that keep them from accessing the services and criminal justice systems that can help them recover from crime;

WHEREAS, we must make a dedicated effort to expand the circle of those prepared to respond to victims and link them to the resources that can help them recover;

WHEREAS, engaging a broader array of healthcare providers, community leaders, faith organizations, educators, and businesses can provide new links between victims and services that improve their safety, healing, and access to justice;

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that all victims of crime— especially those who are challenging to reach or serve—are afforded their rights and receive a trauma-informed response; and

WHEREAS, Le Sueur County is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for justice for all victims and survivors.

NOW, THEREFORE, the Board Chair of Le Sueur County, does hereby proclaim the week of April 8–14, 2018, as Crime Victims' Rights Week, and reaffirms this County's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

Signature of Board Chair

Date



Le Sueur County, MN

Tuesday, April 3, 2018

Board Meeting

Item 5

9:25 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 April 3, 2018

Recommendation to grant regular status to Tiffany Frase, full time Correctional Officer/Dispatcher in the Sheriff's Office, effective March 27, 2018.

Recommendation to hire Dan Page as a full time Highway Maintenance Worker in the Highway Department, as a Grade 6, Step 4 at \$20.35 per hour, effective April 16, 2018.

Recommendation to renew and sign the Le Sueur County Telecommute Agreement with Roxanne Braun-Billings, effective March 1, 2018.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, April 3, 2018

Board Meeting

Item 6

9:30 a.m. Brett Mason, Sheriff (5 min)

RE: Boat and Water Safety Grant

Staff Contact:

DEPARTMENT OF NATURAL RESOURCES

2018 STATE OF MINNESOTA ANNUAL COUNTY BOAT AND WATER SAFETY GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: 137860

PO#: 3000127597

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2018	Source Type State	Vendor Number 0000197299-001
Total Amount \$11,384	Project ID R29G40CGFFY17	Billing Location R297000221	DUNS 052381993	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2018	Grant End Date June 30, 2019
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Grantee Name and Address:

Le Sueur County Sheriff's Office
88 S Park Avenue
Le Center, MN 56057

Payment Address: (where DNR sends the check)

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

**2018 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

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

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2018. Per Minnesota Statutes Section 16B.98, subdivision 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration date:** June 30, 2019. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

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

4 Consideration and Payment

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

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Eleven thousand three hundred eighty-four dollars (\$11,384).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Eleven thousand three hundred eighty-four dollars (\$11,384).

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this contract.
- (b) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title NA CFDA number _____ of the _____ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

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

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5361, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Brett Mason, Le Sueur County, 88 S Park Avenue, Le Center, MN 56057, (507) 357-4440. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

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

8 Liability

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

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

16 **Invasive Species Prevention**

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

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

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Cheryl Hawthorne
Date: 2-9-18
SWIFT Contract # 137860
Purchase Order # 3000127597

2. GRANTEE:

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

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

SAMPLE - USE ELECTRONIC VERSION

COUNTY BOAT AND WATER SAFETY 2018 BUDGET SPENDING PLAN (January 1, 2018 - June 30, 2019)

MN DNR - Enforcement Division
Boat & Water Safety
500 Lafayette Road
St. Paul, MN 55155-4047
Email: deb.ethier@state.mn.us
Deb's phone #: 651-259-5361

County _____
Contact Name _____
Contact Phone _____

GROUP I - PERSONNEL	Number	Amount		TOTAL
		County	State	
Full-Time				\$ -
Seasonal				\$ -
GROUP I SUBTOTALS	-	\$ -	\$ -	\$ -

GROUP II - SUPPLIES & EXPENSES	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP II SUBTOTALS	\$ -	\$ -	\$ -

GROUP III - EQUIPMENT	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP III SUBTOTALS	\$ -	\$ -	\$ -

2018 STATE GRANT TOTAL	\$ -	\$ -	\$ -
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Scan and email the signed form. Send to:
deb.ethier@state.mn.us

"This is to certify that the state funds will be used only for purposes set forth in M.S. Chapter § 86B and that the information contained on this form is correct to the best of my knowledge."

X SIGN FORM

Signature

Date

**ALLOWABLE EXPENDITURES & REPORTING REQUIREMENTS
2018 BOAT & WATER SAFETY STATE GRANT PROGRAM**

Use these guidelines when completing the Proposed Budget – Exhibit A form.

GENERAL – All of the expenditures listed below must be directly related to the boat and water safety program. When personnel or equipment costs are split between general law enforcement duties and boat and water safety work, the percentage paid out of the boat and water safety account may not exceed the percentage of time the individual or piece of equipment is actually used for boat and water safety enforcement. Boat and water safety activities are those activities outlined in: 1) M.S. § Chapter 86B, 2) Minn. Rules - Chapter 6110, 3) search and recovery operations in the waters of the state and 4) the portions of Chapter 169A that are applicable to motorboats.

(SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS) – Invoices may be submitted at the end of the grant period or as often as monthly. The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and annual year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. The Grantee must satisfactorily submit all annual performance reports and reimbursement requests for each year of participation in this Program by the date(s) requested by the State, unless the Grantee requests an extension in writing and the State approves an extension in writing. Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

PERSONNEL – Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than three years. If officer hours are a part of your reimbursement, please send one (1) example officer log for the time period in which reimbursement is being requested.

SUPPLIES AND EXPENSES – This includes uniforms, fuel, oil, lubricants, repairs, rental/lease costs (docks, buildings, office facilities, equipment, etc.), insurance, travel costs, training expenses and expendable supplies (fuel, rope, paint, printing, etc.). No cell phone charges will be allowed. All expenditures need to be verifiable as allowable expenditures under this grant. Items must be listed on Exhibit A (proposed spending plan) of this grant and be descriptive in nature.

EQUIPMENT - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Equipment that is being used for general duties may be either charged to the boat and water safety account according to percentage of use or by mile/hour of operation. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than three years. If you purchase equipment and it is greater than \$5,000, please submit a copy of the purchase invoice. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

County sheriff's departments are urged to contact Boat and Water Safety at the Minnesota Department of Natural Resources for a determination prior to any questionable proposed expenditure. All expenditures are subject to state audit. Be sure to keep accurate documentation and records of all expenditures.

REVISED 2018

Resolution or county board minutes are needed unless your county is exempt from this requirement.

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Minnesota Department of Natural Resources • Enforcement Division
500 Lafayette Road, St. Paul, MN 55155-4047

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (Check one of the two boxes below):

- ☐ I do not have any conflicts of interest relating to this project.
- ☐ I have an actual, potential, perceived, or organizational (*circle*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____

Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: **2018 Annual County Boat and Water Safety State Grant**

State AR's Printed Name: _____

Date: _____

State AR's Signature: _____

Minnesota Department of Natural Resources • Enforcement Division
500 Lafayette Road, St. Paul, MN 55155-4047



Le Sueur County, MN

Tuesday, April 3, 2018

Board Meeting

Item 7

9:35 a.m. Darrell Pettis, County Administrator

RE: Miscellaneous

Staff Contact:



Le Sueur County, MN

Tuesday, April 3, 2018

Board Meeting

Item 8

Commissioner Committee Reports

Staff Contact:

Le Sueur County, MN

Tuesday, April 3, 2018

Board Meeting

Item 9

Future Meetings

Staff Contact:

Future Meetings April – May 2018

April 2018

Tuesday, April 3	Board Meeting, 9:00 a.m. *CHB Meeting in Waterville, 1:00 p.m.
Tuesday, April 10	9:00 a.m. Informational Meeting for Le Sueur County Ditches (LCD) 16, 26, 28, 37, 41, 43, 44, 48, 60, 61, and 65 in the Commissioners' Room.
Thursday, April 12	P&Z Meeting, 7:00 p.m. at Environmental Services
Tuesday, April 17	Board Meeting, 9:00 a.m.
Thursday, April 19	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, April 24	Board Meeting, 9:00 a.m. (location to be determined) *Justice Center Bid Package #2

May 2018

Tuesday, May 1	Board Meeting, 9:00 a.m.
Thursday, May 10	P&Z Meeting, 7:00 p.m. at Environmental Services
Tuesday, May 15	Board Meeting, 9:00 a.m.
Thursday, May 17	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, May 22	Board Meeting, 9:00 a.m.
Monday, May 28	Offices Closed for Memorial Day