



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
November 6, 2018**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: October 23, 2018 Minutes and Summary Minutes
RE: October 2018 Transfers
2. **9:05 a.m. Claims (5 min)**
3. **9:10 a.m. Public Health (15 minutes)**
4. **9:25 a.m. Darrell Pettis, County Administrator (5 min)**
RE: Reminder for Commissioners King and Gliszinski - Canvassing Board Meeting, Nov. 9th at 10:00 a.m. in the Commissioner's Room
RE: Reminder for Commissioners to register for December AMC Conference
RE: Bonding/CIP
RE: Justice Center Contracts: CE Contract (window shades), Aaron Carlson Corp (custom casework), BDS Laundry Systems (commercial laundry), American Door Works (overhead doors), TCR Enterprises (J&K Masonry)
RE: HR Agenda
5. **9:30 a.m. Jim Gorgart (5 min)**
RE: Veterans Van Policy Update
RE: Budget Carryover Discussion
6. **9:35 a.m. Pam Simonette, Auditor - Treasurer (5 min)**
RE: David Woestehoff Farm Lease
7. **9:40 a.m. Casi Story, 4-H Program Coordinator (5 min)**
RE: 4-H Foodstand Lease Agreement

8. **9:45 a.m. Dave Tiegs, Highway Engineer**
RE: Winter Maintenance Agreement
9. **Commissioner Committee Reports**
10. **Future Meetings**
11. **Highway Work Session**
12. **Reminder: CHB Meeting at 1:00 p.m. in Waterville**



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: October 23, 2018 Minutes and Summary Minutes

RE: October 2018 Transfers

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting October 23, 2018

The Le Sueur County Board of Commissioners met in regular session on Tuesday, October 23, 2018 at 9:00 a.m. at the Courthouse in Le Center, Minnesota. Those members present were: Lance Wetzel, John King and Steve Rohlffing. Joe Connolly and Dave Gliszinski were excused. County Attorney Brent Christian and County Administrator Darrell Pettis were also present.

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

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

- Approved the October 16, 2018 County Board Minutes and Summary Minutes
- Approved a liquor license for Jonny BBQ, LLC

Tim Koppelman, Assistant Area Wildlife Manager with DNR Nicollet Area Wildlife appeared before the Board with one item for discussion and approval.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved and authorized the Board Chair to sign a State of Minnesota Joint Powers Agreement between the State of Minnesota Commissioner of Natural Resources and Le Sueur County for a Sanborn Lake Water Control Structure.

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

On motion by Rohlffing, seconded by King and unanimously approved via roll call 3-0 with Gliszinski and Connolly absent, the Board approved a Conditional Use Permit to Arcturus Community Solar Gardens, Edina, MN, (Applicant); Lundin, LLC, Madison Lake, MN, (Owner) to allow the applicant to extend an existing Conditional Use Permit #17386 to establish a 1 MW solar garden in an Agriculture "A" District and a Mineral Resources "MR" Overlay District. Property is located in the SE quarter/quarter, Section 33, Kasota Township. Findings are on file at the Planning and Zoning Office.

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

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved a county issued credit card request for Laura Quickle in Drug Court.

Jim Goltart, Veteran's Services appeared before the Board with one item for approval.

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved the out of state travel request for Jim Goltart to attend the NACo Legislative Conference in Washington D. C. from March 2-6, 2019.

Holly Kalbus, Environmental Services appeared before the Board with one item for approval.

On motion by Rohlfig, seconded by King and unanimously approved, the Board approved the use of \$356.50 of gravel tax funds for a hillside restoration project for Mark and Kristy Sybilrud.

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

On motion by King, seconded by Rohlfig and unanimously approved, the Board approved to hire a part time Correctional Officer/Dispatcher in the Sheriff's Office as a Grade 6, Step 4 at \$20.35 per hour.

Commissioner Committee Reports:

Commissioner Rohlfig attended a Park Board meeting

Commissioner King attended a Justice Center progress meeting and a Park Board meeting.

On motion by Rohlfig, seconded by King and unanimously approved, the Board adjourned until Tuesday, November 6, 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, October 23, 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-Rohlfing)

•Approved the consent agenda. (Rohlfing-King)

•Approved a State of Minnesota Joint Powers Agreement between the State of Minnesota Commissioner of Natural Resources and Le Sueur County for a Sanborn Lake Water Control Structure. (King-Rohlfing)

•Approved a Conditional Use Permit to Arcturus Community Solar Gardens, Edina, MN, (Applicant); Lundin, LLC, Madison Lake, MN, (Owner). Findings are on file at the Planning and Zoning Office. (Rohlfing-King)

•Approved a county issued credit card request for Laura Quickle. (King-Rohlfing)

•Approved an out of state travel request for Jim Goltart to attend the NACo Legislative Conference. (Rohlfing-King)

•Approved the use of \$356.50 of gravel tax funds for a restoration project for Mark and Kristy Sybilrud. (Rohlfing-King)

•Approved to hire a part time Correctional Officer/Dispatcher in the Sheriff's Office. (King-Rohlfing)

•Adjourned until Tuesday, November 6, 2018 at 9:00 a.m. (Rohlfing-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

OCTOBER 2018 TRANSFERS

- #1715 Transfer 3,685.00 from Agency to Revenue
 (Landshark – Oct)
- #1716 Transfer 152.64 from Agency to Revenue
 (mileage from Vet's grant dollars)
- #1717 Transfer 50.00 from Env Services to Revenue
 (Copies of handouts)



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 2

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

Staff Contact:



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 3

9:10 a.m. Public Health (15 minutes)

Staff Contact:



LE SUEUR COUNTY PUBLIC HEALTH

Public Health
Prevent. Promote. Protect.

88 South Park Avenue
Le Center, MN 56057
Phone (507) 357-8246
Fax (507) 357-4223

Le Sueur County Board of Commissioners Meeting
November 6, 2018

Cindy Shaughnessy, Public Health Director

Agenda:

1) Breastfeeding Friendly Health Department Award, GOLD designation

Holly Glaubitz from the Minnesota Department of Health (MDH) will be presenting the award to Le Sueur County. The award is the result of a submission completed by Megan Kirby, SHIP/Health Coordinator for Le Sueur – Waseca CHB, on behalf of the Le Sueur County Health Department. Award attached.

The Gold designation recognizes the department's commitment to act as a model for the community by supporting healthy families and receiving the business benefits of supporting nursing mothers. The award acknowledges the use of a multi-faceted approach in support, both internally for our employees and externally for our community.

The Public Health department is appreciative that MDH recognizes the value of our efforts. Kudos and congratulations to the Public Health staff for promoting and supporting breastfeeding at our worksite and in our communities.

2) Home & Community Based Services (HCBS) Lead Agency Waiver Review Site Visit

The state Department of Human Services will be conducting an on-site audit Nov. 7-9 for the following waivers AC, EW, CADI, CAC, BI (Public Health) and DD (Human Services). They will be bringing 10 staff to conduct the review and also to do parallel pilot testing with new software. 68 case files will be reviewed and they will meet with the case managers, supervisors, lead workers and directors.

3) Reminder:

Le Sueur – Waseca Community Health Board (CHB) meeting at 1:00pm today Tuesday, November 6th in Waterville at the Senior Center



CERTIFICATE OF RECOGNITION

The Minnesota Department of Health presents this to:

Le Sueur County Public Health

July 15, 2018

*For having met the highest standards of excellence
as a Minnesota Breastfeeding Friendly Health Department.*

Award Designation July 2018 to July 2021



.....
Jan Malcolm
Commissioner



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 4

9:25 a.m. Darrell Pettis, County Administrator (5 min)

RE: Reminder for Commissioners King and Gliszinski - Canvassing Board Meeting, Nov. 9th at 10:00 a.m. in the Commissioner's Room

RE: Reminder for Commissioners to register for December AMC Conference

RE: Bonding/CIP

RE: Justice Center Contracts: CE Contract (window shades), Aaron Carlson Corp (custom casework), BDS Laundry Systems (commercial laundry), American Door Works (overhead doors), TCR Enterprises (J&K Masonry)

RE: HR Agenda

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

November 6, 2018

Recommendation to hire Greg Schelin as a part time Correctional Officer/Dispatcher in the Sheriff's Office as a Grade 6, Step 4 at \$20.35 per hour, effective November 9, 2018.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 5

9:30 a.m. Jim Goltart (5 min)

RE: Veterans Van Policy Update

RE: Budget Carryover Discussion

Staff Contact:

LE SUEUR COUNTY

VETERANS SERVICE

TRANSPORTATION

POLICY AND PROCEDURES

REVISED NOVEMBER 6, 2018

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POLICY AND PROCEDURES

It is the policy of Le Sueur County that transportation will be provided to veterans who are qualified and approved by the Director of Veterans Service Office. The Director will approve or disapprove all requests for transportation to and from the Veterans Administration Facilities, medical or administrative, unless over-ruled by the Le Sueur County Commissioners. **All Veterans will be charged \$10.00 to ride the Veterans Van.**

Travel will be provided on even numbered days only. Veterans are required to meet the van at one of the four pick-up sites: the LeCenter Municipal Parking Lot, which is located south of the Meat Market on Park Ave.; or, Waterville Phil Mart Store; or, the American Legion Club in Montgomery; or the New Prague Park Ballroom. Parking is available in the parking lots. If the Veteran is unavailable to meet at one of the Departure Sites, then the Veteran must contact the County Veterans Service Office to make other arrangements.

APPOINTMENTS:

Appointments must be scheduled after 8:00 a.m. and before 2:00 p.m. on even numbered days. The Veteran must call the Veterans Service Office at least two to three weeks prior to their appointment or as soon as they are notified of a future appointment.

DEPARTURE:

The Veterans Service Van will depart from Le Center approximately 1-½ hours prior to the first scheduled appointment. Each veteran scheduled will be notified the business day prior as to the time of departure. Each veteran is required to be at the *Departure Site* 10 minutes prior to the notified departure time.

NO SHOW:

Veterans must notify the Veterans Service Office if they are not going to need the services of the van. By failing to notify the VSO creates a delay in departure and leaves a vacant seat that could have been utilized. A second episode of “No Show” will result in loss of eligibility for the van travel.

RETURN FROM THE VA:

All veterans must maintain verbal or visual contact with the driver after completing an appointment(s). Waiting areas are available at the VA Hospital for veterans to assemble for departure. Veterans will not leave the hospital grounds without notifying the driver with a request and having a reason and time of return that must be kept.

TRANSPORTATION RULES

1. The van driver is not to lift or attend medically to any passenger.
2. The van driver is only permitted to stop the van for rest stops and/or emergencies and to pickup and discharge passengers. Passengers are not allowed to request the driver make side trips to take care of personal business.
3. Passengers are not permitted to smoke, drink alcohol, use foul language or bring weapons, drugs or any illegal substance on the van. Further, the van driver may not provide transportation to any veteran who is intoxicated, abusive or poses a threat to the driver or other passengers on the van.
4. Passengers should not engage in any activity that will distract the driver's attention.
5. Passengers are required to wear seatbelts at all times. Any passenger refusing to wear his/her seatbelt will be denied transportation on the van. Wearing of the seatbelt is a State Law.
6. All trash must be removed from the van at the completion of each trip.
7. Passengers are **NOT** allowed to call the drivers to arrange pick-up, change pick-up times or locations. The **Director of Veterans Service must approve all changes to the van schedule.**

-

WEATHER CONDITIONS/TRAVEL DECISION

The Director of Veterans Service Office and driver are responsible for determining if the van will or will not make a scheduled trip. Passenger safety comes first. The Director after consulting with the driver may determine inclement weather may create a safety hazard and decide to cancel the trip, or that mechanical problems require the scheduled trip to be canceled.

The following lists (by no means complete) are factors to assist the Veterans Service Officer and driver in making the decision.

- Schools Closing
- Weather Warnings
- Highways closed and State Officials requesting no travel
- Severe forecast within 6 hours

The final decision to cancel the scheduled trip rests with the Director of Veterans Service Office. If a trip is canceled, the veterans will have their appointments canceled and rescheduled by the Veterans Service Office.

A decision by the driver to depart the VA Hospital prior to the completion of all appointments because of expected severe weather would be honored. The Veterans Service Office will again make rescheduling of appointments.

ILLNESS ENROUTE

The possibility exists that illness may occur during travel. The driver must be aware of alternate hospitals and medical clinics available on the route of travel. Cellular telephone, roadside phone or Highway Patrol/Police assistance should be considered if distance to the VA Hospital, or any hospital/clinic is excessive. See page 10 for telephone numbers.

The driver may refuse to transport any veteran who he/she feels is too ill to ride the van. In the event the driver feels someone is too ill to ride they will contact the Director of Veterans Service Office for a final decision. The Director of Veterans Service may request a written statement from a physician stating that it's permissible for the veteran to travel. Should the Director determine a physician's statement is necessary, transportation will be refused until the statement is received.

ACCIDENT / BREAKDOWN /SAFETY EQUIPMENT

The mandatory use of seat belts will ensure minimum injuries should an accident occur.

Any accident occurring on the way to or from the VA Hospital will be reported to the appropriate police agency. If there are injuries, appropriate medical personnel should be requested. After notifying police authorities and medical personnel, the driver should then contact the Director of Veterans Service.

If there is a vehicle breakdown, the driver should contact the County Veterans Service Officer for further instructions.

The Director of Veterans Service will arrange for transportation of veterans not injured by calling the VA Travel Desk and requesting a care cab pick-up at the accident/breakdown. This will occur only after all injured veterans requiring transportation by ambulance are transported. When calling the VA Travel Section, inform them of the number of veterans requiring travel and any injuries of minor nature that may require special handling (bruises, scrapes, etc.).

Emergency equipment located in the van consists of a First Aid Kit, Warning Reflectors, Fire Extinguisher, a Hurl Kit and one blanket for warmth and shock prevention.

TRAVEL PAY COLLECTION AND RECEIPT

1. **Veterans utilizing the van will be charged \$10.00 per trip to the Minneapolis VA Hospital. This fee will be collected at the beginning of each trip by the van driver.** In the event that a veteran is unable to pay to ride the veterans van, the Director of Veterans Service may waive the fee. Drivers are required to document all travel pay in the travel folder and provide each veteran with a receipt.
2. Additional donations are encouraged and appreciated. In this regard the driver should periodically make it known that the Van Program is intended to be self-sustaining and that the average cost per trip amounts to **\$200.00** with consideration given to all expenses including gas and maintenance. That average excludes the generous donation of monies used for the purchase of the vans by the Veterans Service Organizations.
3. If you meet the below criteria, you may be eligible for VA travel benefits associated with obtaining VA health care services. **Veterans who qualify for travel pay can submit their receipt to the VA on their own.** The VA will **ONLY** reimburse the amount paid to the Le Sueur County Veterans Van. (Example: \$10.00 fee) The only way that they VA would reimburse more would be if you drove yourself.
4. You qualify for Travel Pay if:
 - You have a service-connected rating of 30 percent or more
 - You are traveling for treatment of a service-connected condition
 - You receive a VA pension
 - You are traveling for a scheduled compensation or pension examination
 - Your income does not exceed the maximum annual VA pension rate
 - Your medical condition requires an ambulance or a specially equipped van, you are unable to defray the cost, and the travel is pre-authorized (authorization is not required for emergencies if a delay would be hazardous to life or health)

ADMISSIONS / RETURNS / PASSES

Veterans scheduled for admittance to the VA Hospital for lengthy medical procedures have priority for transportation. A seat will be made available for that veteran. The VA Hospital has patient representatives who will assist the veterans' personal needs. Caution must be observed in keeping funds or other valuables in the rooms/wards.

The VA Social Service Workers will assist the veteran in obtaining transportation home following medical discharge.

Patients being discharged may be transported on the van during the van's trip back to its home city only if space is available. The patient must be ready to leave when the van departs the VA Medical Center.

The VA Hospital provides an opportunity for hospitalized veterans to depart the VA Hospital for a weekend/holiday pass. Usually this occurs late any Friday to the following Monday. Since travel is available on even numbered days only, return to home and/or readmission cannot be provided for in a single weekend. Veterans must consider this when accepting a pass. It is recommended that travel be certain, both to and from the VA Hospital prior to departure on an authorized pass.

Veterans receiving an irregular discharge (against medical advice) will be returned to their residence and further transportation will be denied unless the circumstances are beyond the veterans' control. The Director of Veterans Service on an individual basis will handle requests of this nature.

Veterans scheduled for weekend admittance, who may require transportation, must make those arrangements with the County Veterans Service Office as soon as notified of the date of the admittance. This will be handled on a case-by-case basis and a decision to transport the veteran will be made by the Director of Veterans Service.

DEPENDENTS TRAVEL

Individuals other than a veteran will be permitted to ride in the van only when there is room in the van, free of charge, and only for the following reasons.

- A spouse or other responsible person is needed to assist the veteran either physically or to clearly give and receive medical information for the veteran.
- The individual is volunteering at the VA Hospital or giving blood.

LIST OF TELEPHONE NUMBERS

UTILIZE “911” FOR THE FOLLOWING:

- Hospitals
- Ambulance / Rescue Squad
- Police / Sheriff
- Minnesota State Highway Patrol
- Fire

LE SUEUR COUNTY SHERIFF’S DEPARTMENT

507- 357-4440

VA HOSPITAL TRANSPORTATION:

612-467-2768

WEATHER INFORMATION:

MINDOT - TOLL FREE: 1-800-542-0220

NOTE: This number provides geographic weather reports for North, South, Central and Metro area as well as statewide.

MINDOT - ST PAUL: 612-296-3076

LE SUEUR COUNTY VETERANS SERVICE OFFICE

507-357-8279

Jim Goltart: Director, Veterans Service

Home: 507-934-6855

Cellular: 507-420-1937

DRIVER'S RESPONSIBILITIES

1. Ensure that the Van is inspected prior to each trip.
2. Ensure that every passenger utilizes his/her seatbelt at all times.
3. Do not allow any intoxicated individual into the van.
4. Notify the County Veterans Service Office if you are going to be unable to drive for an extended period of time.
5. If you are scheduled to drive and are unable to, notify the County Veterans Service Office so a replacement may be found.
6. Ensure that passengers are aware of the travel pay policy and collect the pay from the veterans. This travel pay will then be turned into the Veterans Service Office.
7. Report any problems or mishaps to the County Veterans Service Office immediately.
8. Check in with the VA Hospital to determine if any Le Sueur County Veterans are currently in-patients at the VA Hospital and then notify the County Veterans Service Office.
9. If a veterans calls the driver to arrange a pick-up, change pick-up times or locations the driver will have the veteran call the Director of Veterans Service for approval. At no time will the driver change the van schedule without first consulting with the Director of Veterans Service or his designee.

AUTO INSPECTION PROCEDURES

1. Approach vehicle; look for leaks of coolant, fuel or lubricants under vehicle. Note body condition.
2. Under hood, check battery water level, oil level, last oil change date, transmission fluid level, belt and hose condition and adjustment.
3. Start engine for warm up. Check abnormal noise, gauges for normal readings. Steering wheel for excess play.
4. Depress brake pedal for excessive travel, mushy or hard feel.
5. Check horn, windshield wipers. Turn on all lights including emergency flasher. Check high and low beams.
6. Check tires inflation and tread.
7. Check emergency equipment including fire extinguisher, first aid kit, emergency triangles, spare tire, and jack.
8. Walk around the vehicle checking lights and reflectors.
9. Recheck all gauges, fasten seat belt, turn off lights, and check parking/emergency brake.
10. Make test stop within the first block of driving. Check operation of transmission.



Le Sueur County, MN

Tuesday, November 6, 2018

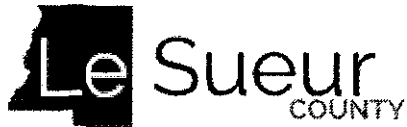
Board Meeting

Item 6

9:35 a.m. Pam Simonette, Auditor - Treasurer (5 min)

RE: David Woestehoff Farm Lease

Staff Contact:



Auditor-Treasurer Office

Pam Simonette-Auditor/Treasurer

Connie Kopet – Chief Deputy

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

TEL: 507-357-2251 FAX: 507-357-6375

October 31, 2018

Le Sueur County Board,

The farm lease of 47.92 acres with Dave Woestehoff for property in Ney Park has expired. Tyler Luethje, Parks Director, has expressed a desire to extend the offer of another one year lease to Dave. I have spoken with Mr Woestehoff and he would like to ask the Board to consider a \$220 per acre option. The previous lease was for \$230 per acre.

Pam Simonette

Le Sueur County Auditor-Treasurer



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 7

9:40 a.m. Casi Story, 4-H Program Coordinator (5 min)

RE: 4-H Foodstand Lease Agreement

Staff Contact:



UNIVERSITY OF MINNESOTA
4-H FOODSTAND LEASE AGREEMENT
4-H Owned Equipment in County-Owned Building on Fairgrounds

THIS 4-H FOODSTAND LEASE AGREEMENT ("Agreement") is entered into effective as of May 3, 2018, by and between Regents of the University of Minnesota, through Minnesota Extension, 4-H Youth Programs, Mankato Regional Office ("University") and Le Sueur ("County"). This Agreement is entered into by University through Minnesota Extension, 4-H Youth Programs, Le Sueur County/Regional Office, Attn.: Casi Story 88 S Park Ave, Le Center, MN 56057.

WHEREAS, County owns and maintains a building on the Fairgrounds which includes a kitchen (the "4-H Building"); and

WHEREAS, University, through the Le Sueur County 4-H Federation ("4-H"), owns certain equipment located in the kitchen (together such equipment and kitchen are generally referred to as the "4-H Foodstand"); and

WHEREAS, County agrees to give 4-H exclusive use of the 4-H Foodstand during the Le Sueur County Fair and at such other times as agreed to by County and 4-H.

NOW, THEREFORE, County and University agree as follows:

1. Use. 4-H shall have exclusive use of the 4-H Foodstand during the dates of the Le Sueur County Fair, including three (3) day(s) before and three (3) day(s) after, and at such other times as mutually agreed by County and 4-H. County shall obtain 4-H's consent before County permits use of the 4-H Foodstand by a third party when the 4-H Foodstand is not being used by 4-H. County shall be responsible for promptly repairing damage to or replacement of the 4-H Foodstand resulting from such third-party use.

2. Term. The term of this Agreement will be ten (10) years, beginning on May 3, 2018. This Agreement may be terminated by 4-H or University at any time by giving County at least sixty (60) days' written notice.

3. Rent. Select one:

- ☒ No rent shall be charged to 4-H in connection with its use of the 4-H Foodstand.
☐ 4-H shall pay to County the cost of utilities used by 4-H in lieu of rent.
☐ 4-H shall pay to County yearly rent in the amount of _____ and no/100 dollars (\$ _____) on or before _____.
☐ 4-H shall pay to County _____ percent (____ %) of net sales during the County Fair within _____ (_____) days after the close of the Fair.

4. Taxes. County shall pay all real and personal property taxes, special assessments or amounts in lieu of taxes levied against the 4-H Building, the Foodstand and the Fairgrounds.

FORM: OGC-SC671
Form Date: 12.21.07
Revision Date: 05.07.09

Fair Doc. 004

5. Utilities, Maintenance and Insurance. County shall provide utilities, including, without limitation, electricity, plumbing and heating systems, maintenance and repair to the 4-H Building and the 4-H Foodstand. County shall maintain casualty and property insurance on the 4-H Building, including the 4-H Foodstand. 4-H shall maintain property insurance on the equipment located in the 4-H Foodstand.

6. Alterations. 4-H shall make no alterations or modifications to the 4-H Foodstand. Neither County nor 4-H shall install any new equipment upon the 4-H Foodstand without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed.

7. Right of Entry. County or its authorized representative may enter the 4-H Foodstand at all reasonable times to inspect the 4-H Foodstand and to perform any work requested by 4-H or required under paragraph 5 of this Agreement, provided that such work does not unreasonably disturb 4-H's use of the 4-H Foodstand.

8. Notices. All notices and other communications will be in writing and will be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by overnight courier service or by first-class United States mail to the other party at the address provided in this Agreement, with a signed copy to Assistant Dean and Chief Operating Officer, University of Minnesota Extension, 240 Coffey Hall, 1420 Eckles Avenue, St. Paul, MN 55108-6030.

9. Amendments. This Agreement shall be amended only in a writing executed by University and County.

10. Entire Agreement. This Agreement is intended by the parties to be the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

11. Governing Law; Forum. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

IN WITNESS WHEREOF, University and County have executed this Agreement on the day and year first above written.

Regents of the University of Minnesota

Le Sueur County

By: _____
Name: Casi Story
Title: Extension Educator
Date: _____

By: _____
Name: _____
Title: Le Sueur County Board Chair
Date: _____



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 8

9:45 a.m. Dave Tiegs, Highway Engineer

RE: Winter Maintenance Agreement

Staff Contact:

Highway Department Agenda Items

Tuesday, November 6th, 2018 County Board Meeting:

- 1.) Winter Maintenance Agreement (TH 112 Turnback)

**STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT**

Trunk Highway (TH) Number: 112

Project Description: Le Sueur County hiring MnDOT to perform winter maintenance on TH 112 after turnback.

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028027 between the state of Minnesota acting through its Commissioner of Transportation ("State") and Le Sueur County, a political subdivision of the State of Minnesota ("Local Government/Agency") and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits

- 1.1. Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Local Government/Agency must not begin work under this Contract until ALL required signatures have been obtained and the Local Government/Agency has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. Expiration date: This Work Order Contract will expire on May 1, 2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Exhibits: Exhibits A through C attached and incorporated into this Work Order Contract.

2. Nature of Work

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
☐ Contract Administration
☐ Emergency Services
☐ Professional/Technical Services
☒ Roadway Maintenance

3. Scope of Work

- 3.1. The State will perform services under this Work Order summarized generally as follows: The State will provide roadway maintenance as described in Exhibit C, on those portions of County State Aid Highway 22, formerly (prior to November 1, 2018) designated as Trunk Highway 112, roads and bridges from US Hwy 169 ramps to the intersection of TH 99, referenced on the map attached hereto as Exhibit B. This description has a total of 15.0 miles in length, with 2.0 miles located within the City of Le Sueur.

4. Items provided or completed by the Local Government/Agency

- 4.1. The following will be provided or completed by the Local Government/Agency: The Local Government/Agency review the work and provide feedback as needed.

5. Consideration of Payment

- 5.1. The Local Government/Agency will pay for all services performed by the State on an upfront Lump Sum basis.
- 5.2. The Local Government/Agency's obligation for all compensation and reimbursements to the State is \$ 66,000.00.

6. Terms of Payment:

- 6.1. The Local Government/Agency will pay the State upon execution of this work order.

Receivable WO – Lump Sum

Updated 10/11/2018

- 6.2. After the work has been completed, at the request of the Local Government/State Agency, the State will submit a signed report, and the signature will attest that the services have actually been performed.
- 6.3. Per Section 7.4 of the Master Partnership Contract;
 - 6.3.1. The Local Government/Agency will pay the State as specified in this work order, and will make prompt payment in accordance with Minnesota law.
 - 6.3.2. Payment by the Local Government/Agency.
 - i. The Local Government/Agency will make payment to the order of the Commissioner of Transportation.
 - ii. **IMPORTANT NOTE:** Payment must reference the MnDOT Contract and Work Order Number shown on the face page of this contract and the MnDOT Invoice Number shown on the invoice.
 - iii. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1028027W01 and Invoice Number 1.
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7. Local Government/Agency's Project Manager

- 7.1. The Local Government/Agency's Project Manager for this Work Order is:

Name: Dave Tiegs or successor.
Title: Le Sueur County Engineer
Billing Address: 88 South Park Ave, PO Box 205
City State Zip: Le Center, MN 56057
Telephone: 507-357-8200
Email: dtiegs@co.le-sueur.mn.us
- 7.2. The Local Government/Agency's Project Manager for this Work Order is responsible for overseeing the Local Government/Agency's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8. State's Project Manager

- 8.1. The State's Project Manager, for this Work Order is:

Name: Jed Falgren or successor.
Title: Area Maintenance Engineer
MnDOT - District 7
Street Address: 2151 Bassett Drive
City State Zip: Mankato, MN 56001
Telephone: 507-304-6104
Email: jed.falgren@state.mn.us
- 8.2. The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

9. Termination

- 9.1. Termination by the State or Local Government/Agency. The Local Government/Agency, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 9.2. Termination for Insufficient Funding. The State may immediately terminate this Work Order 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 Local Government/Agency. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government/Agency 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 Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Local Government/Agency notice of the lack of funding within a reasonable time of the State's receiving that notice.

10. Additional Provisions

- 10.1. NONE

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LOCAL GOVERNMENT/AGENCY

The Local Government/Agency certifies that the appropriate person(s) have executed the contract on behalf of the Local Government/Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: Assistant Commissioner or Assistant Division Dir.

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR ROADWAY MAINTENANCE

1. The Local Government/Agency will perform roadway maintenance in accordance with the specifications and guidelines in the current “MnDOT Maintenance Manual” link:
<http://ihub.dot.state.mn.us/maintenance/documents/docs.html#>.
2. Unless otherwise provided in this Work Order, the Local Government/Agency is not required to perform extraordinary maintenance or reconstruction. The Local Government/Agency should notify the State immediately if it becomes aware of any maintenance, not covered by this Work Order that should be addressed immediately to prevent the risk of serious injury to the public.
3. The Local Government/Agency will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

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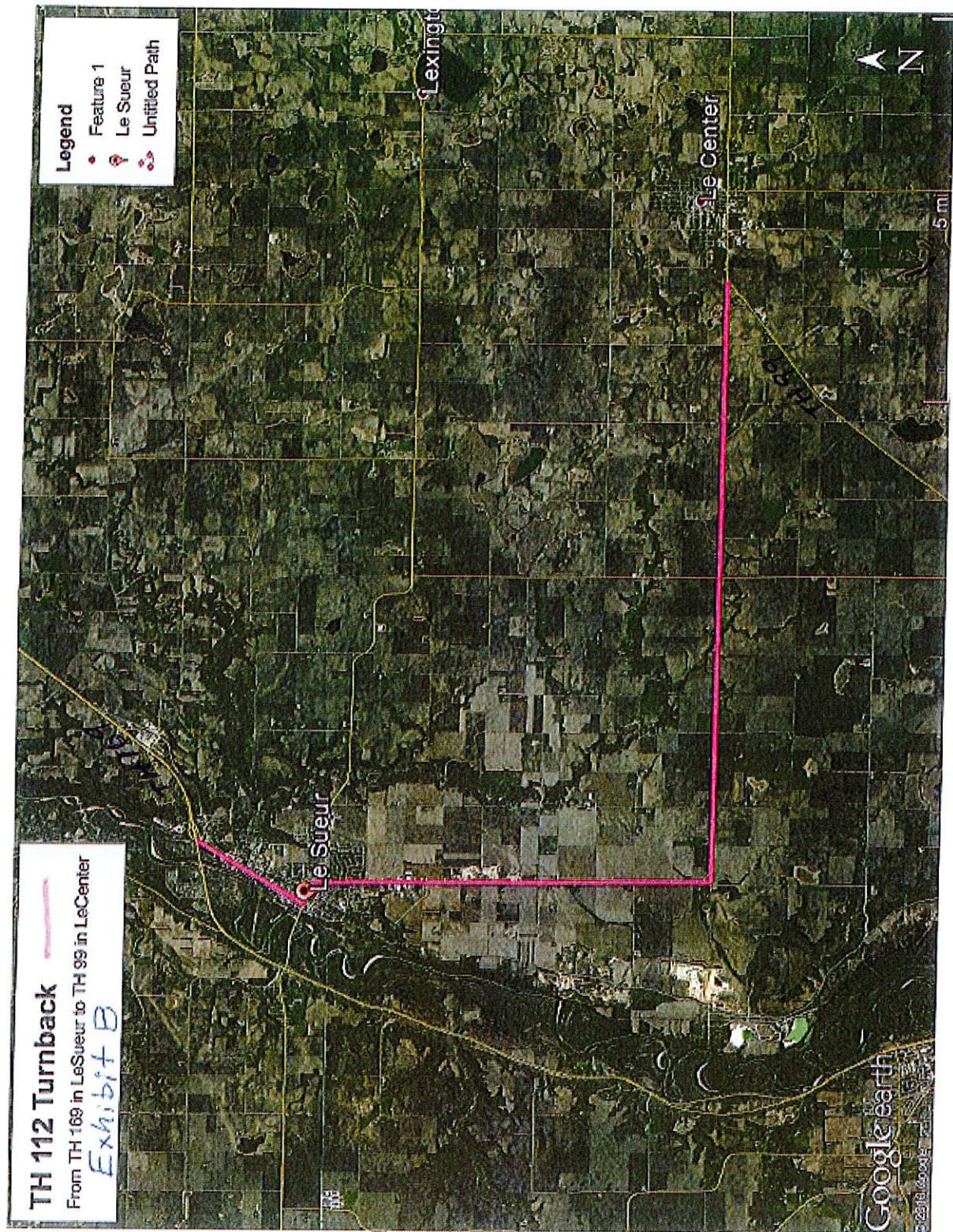


Exhibit C

List of Deliverables:

- A. Snow & Ice Removal – 1-3 passes per day depending upon storm severity**
- B. Pothole patching as needed to insure motorist safety**

Routine Winter Maintenance from November 1, 2018 – April 30, 2019 (6 months)

At the negotiated cost of \$ 4,400.00 per mile x 15 miles = \$ 66,000.00.



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 9

Commissioner Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 10

Future Meetings

Staff Contact:

Future Meetings

November 2018 – January 2019

November 2018

Tuesday, November 6	Board Meeting, 9:00 a.m. *Highway Work Session *CHB Meeting, 1:00 p.m. in Waterville
Thursday, November 8	P&Z Meeting, 7:00 p.m. at Environmental Services
Friday, November 9	Commissioners King and Gliszinski - Canvassing Board Meeting, 10:00 a.m. in the Commissioner's Room
Monday, November 12	Offices Closed for Veterans Day
Thursday, November 15	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, November 20	Board Meeting, 9:00 a.m.
November 23-24	Offices Closed for Thanksgiving
Tuesday, November 27	Board Meeting, 9:00 a.m.
Thursday, November 29	9:00 a.m. CD70 Partial Abandonment Public Hearing, and 9:30 a.m. Final Redetermination Hearings for Le Sueur-Rice JD5, 18 and 63 in the Commissioners Room

December 2018

December 3-4	AMC Conference – (No Board Meeting on December 4)
Tuesday, December 11	Board Meeting, 9:00 a.m.
Thursday, December 13	P&Z Meeting, 7:00 p.m. at Environmental Services
Tuesday, December 18	Board Meeting, 4:30 p.m. Budget/Levy Public Hearing, 6:00 p.m.
Thursday, December 20	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Monday, December 24	Offices Close at noon for Christmas
Tuesday, December 25	Offices Closed for Christmas – (No Board Meeting)

January 2019

Tuesday, January 1	Offices Closed for New Year's Day – (No Board Meeting)
Tuesday, January 8	Board Meeting, 9:00 a.m.
Thursday, January 10	P&Z Meeting, 7:00 p.m. at Environmental Services
Tuesday, January 15	Board Meeting, 9:00 a.m.
Thursday, January 17	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Monday, January 21	Offices Closed for Martin Luther King Jr. Day
Tuesday, January 22	Board Meeting, 9:00 a.m.



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 11

Highway Work Session

Staff Contact:



Le Sueur County, MN

Tuesday, November 6, 2018

Board Meeting

Item 12

Reminder: CHB Meeting at 1:00 p.m. in Waterville

Staff Contact: