

LE SUEUR COUNTY BOARD OF COMMISSIONERS MEETING AGENDA March 26, 2019

1. 9:00 AM - Call Board of Commissioners Meeting to Order (5 min)

- 1. Pledge of Allegiance
- 2. Agenda Approval
- 3. Consent Agenda Approval: March 19, 2019 Board Minutes and Summary Minutes and 3.2 Liquor Licenses to Best Point Resort and Campgrounds, LLC and Immaculate Conception of Marysburg
- 2. 9:05 AM Casi Story, 4H Program Coordinator (10 min) RE: Project Funding Request
- 9:15 AM Holly Kalbus, Environmental Resources Specialist (35 min) Aquatic Invasive Species - 2018 AIS Prevention Aid Summary, Carp Assessments, and KARE 11
- 4. 9:50 AM Chad Washa Le Sueur County Fair Board President (10 min) RE: 2019 Budget RE: Project Funding Request
- 5. **10:00 AM Dave Scheiber (10 min)**
- 6. **10:10 AM Cindy Westerhouse, Human Resources (5 min)**
- 7. **10:15 AM Ann Traxler, Emergency Management (5 min)** RE: Flooding
- 8. 10:20 AM Mike Weinant (10 min)

- 9. **10:30 AM Darrell Pettis, County Administrator** RE: Storm Water Retention Pond Agreement RE: Sentencing To Service Income Contract RE: West Jefferson
- 10. **Commissioner Committee Reports**
- 11. Future Meetings



Le Sueur County, MN

Tuesday, March 26, 2019 Board Meeting

ltem 1

9:00 AM - Call Board of Commissioners Meeting to Order (5 min)

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3. Consent Agenda Approval: March 19, 2019 Board Minutes and Summary Minutes and 3.2 Liquor Licenses to Best Point Resort and Campgrounds, LLC and Immaculate Conception of Marysburg

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting March 19, 2019

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

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

On motion by Rohlfing, seconded by O'Keefe and unanimously approved, the Board approved the consent agenda:

- Approved the March 5, 2019 Board Minutes and Summary Minutes
- Approved a liquor license for Waterville Baseball Club
- Approved a gambling permit application for Caribou Gun Club

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

Human Services received the following vehicle bids:

Jeff Belzer's in New Prague (less tax and	fees)
2019 Grand Caravan SE (bench seat)	\$20,973
2019 Grand Caravan SE (bucket seats)	\$24,941
Lager's in St. Peter (less tax and fees)	
2019 Grand Caravan SE (bench seat)	\$23,998
2019 Grand Caravan SE (bucket seats)	\$24,499

On motion by Gliszinski, seconded by O'Keefe and unanimously approved, the Board approved to sell a 2011 Ford Escape and a 2005 Dodge Town & Country and to purchase two 2019 Dodge Caravans from Jeff Belzer's in New Prague.

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

Financial:	\$ 45,882.80			
Soc Services:	\$179,103.37			

Tyler Luethje, Parks Director appeared before the Board with one item for approval.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair to sign a resolution to apply for the 2019 Outdoor Recreation Grant Program through the Minnesota Department of Natural Resources.

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

On motion by Rohlfing, seconded by O'Keefe and unanimously approved, the Board approved the request to advertise for bids for the following projects:

SAP 040-622-001 – TH Turnback, CSAH 22 Rural Reconstruction SP 040-615-019 – CIR and Bit Overlay CSAH 15 from CSAH 22 to CSAH 26 SAP 040-628-030 – CIR and Bit Overlay CSAH 28 from CSAH 30 to TH 13 SAP 040-030-013 & CP 2119 – County Wide Seal Coats CP 2035 – Construction of CR 104 from CR 104 to CSAH 15 County Wide Striping

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign a 2019 Transportation Funding Resolution.

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

On motion by O'Keefe, seconded by Gliszinski and unanimously approved, the Board approved to hire Jeni Wetzel, as a full time Administrative Assistant II in the Attorney's Office, Grade 4, Step 4 at \$18.57 per hour, effective March 25, 2019.

On motion by Rohlfing, seconded by O'Keefe and unanimously approved, the Board approved to hire Kayla Crowell, as a full time Correctional Officer in the Sheriff's Office, Grade 6, Step 4 at \$20.86 per hour, effective April 1, 2019.

On motion by O'Keefe, seconded by Gliszinski and unanimously approved, the Board approved to hire Ryan Holicky, as a full time Correctional Officer in the Sheriff's Office, Grade 6, Step 4 at \$20.86 per hour, effective April 3, 2019.

On motion by Rohlfing, seconded by O'Keefe and unanimously approved, the Board approved to grant regular status to Nancy Toth, part time Homemaker in Public Health, effective March 12, 2019. Nancy has completed the six-month probationary period.

On motion by O'Keefe, seconded by Gliszinski and unanimously approved, the Board approved to grant regular status to Kim Goettl, part time Home Health Aide in Public Health, effective March 17, 2019. Kim has completed the six-month probationary period.

On motion by Gliszinski, seconded by O'Keefe and unanimously approved, the Board approved to grant regular status to Theresa Kubes, full time Payroll/HR Technician in Human Resources, effective March 12, 2019. Theresa has completed the six-month probationary period.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved a vacation donation request from county employee 1756 to receive donated vacation/comp time from any county employee.

Jeff Neisen, IT Director appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved the purchase of two servers from Marco for the Justice Center in the amount of \$37,706.

Commissioner Committee Reports:

- Commissioner O'Keefe attended no committee meetings.
- Commissioner Rohlfing attended a Region Nine meeting and a Tri-County Solid Waste meeting.
- Commissioner Gliszinski attended a Justice Center progress meeting and a South Central Work Task Force meeting.
- Commissioner King attended a Justice Center progress meeting and a Tri-County Solid Waste meeting.

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

Warrant #	Vendor Name	Amount
53802	Advanced Correctional Healthcare Inc.	\$2,442.90
53804	Ag Partners Coop	\$11,036.57
53806	ANCOM Technical Center	\$19,247.50
53813	Bolton & Menk Inc	\$10,225.00
53818	Christian – Keogh – Moran & King	\$2,346.26
53826	Erickson Engineering Co. LLC	\$2,215.50
53828	Everbridge Inc.	\$9,400.00
53829	Force America	\$2,467.67
53839	Hackett Construction, LLC	\$2,790.00
83852	ITsavvy LLC	\$3,296.00
53868	Minn St Admin Itg Telecom	\$5,140.00
53881	Paragon Printing & Mailing Inc	\$3,522.17
53889	Ronco Engineering Sales, Inc.	\$3,114.35
53892	Selly Excavating Inc.	\$7,312.50
53897	State of Minnesota	\$124,199.57
53901	Thomson Reuters	\$2,664.70
53909	Tri-County Solid Waste	\$22,600.32
53920	Waseca County Public Health	\$2,000.00
53928	Wondra Automotive Inc.	\$3,706.11
53930	Wornson – Goggins – Zard	\$3,778.00

111 Claims paid less than \$2,000.00:20 Claims paid more than \$2,000.00:Total all claims paid:

\$38,259.70 \$243,505.12 \$281,764.82

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

ATTEST:

Le Sueur County Administrator

Le Sueur County Chairman

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

•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. (Gliszinski-O'Keefe)

•Approved the consent agenda: (Rohlfing-O'Keefe)

•Approved to sell a 2011 Ford Escape and a 2005 Dodge Town & Country and to purchase two 2019 Dodge Caravans from Jeff Belzer's in New Prague. (Gliszinski-O'Keefe)

2019 Dodge Caravans from Jeff Beizer's in New Prague. (Gliszinski-O Keefe)

•Approved Human Services claims: Financial \$ 45,882.80 and Soc Services \$179,103.37 (Gliszinski-Rohlfing)

•Approved a resolution to apply for the 2019 Outdoor Recreation Grant Program through the Minnesota Department of Natural Resources. (Rohlfing-Gliszinski)

•Approved to advertise for bids for the following projects: (Rohlfing-O'Keefe)

SAP 040-622-001 – TH Turnback, CSAH 22 Rural Reconstruction

SP 040-615-019 – CIR and Bit Overlay CSAH 15 from CSAH 22 to CSAH 26

SAP 040-628-030 – CIR and Bit Overlay CSAH 28 from CSAH 30 to TH 13

SAP 040-030-013 & CP 2119 – County Wide Seal Coats

CP 2035 - Construction of CR 104 from CR 104 to CSAH 15

County Wide Striping

•Approved a 2019 Transportation Funding Resolution. (Gliszinski-Rohlfing)

•Approved to hire Jeni Wetzel in the Attorney's Office. (O'Keefe-Gliszinski)

•Approved to hire Kayla Crowell in the Sheriff's Office. (Rohlfing-O'Keefe)

•Approved to hire Ryan Holicky in the Sheriff's Office. (O'Keefe-Gliszinski)

•Approved regular status to Nancy Toth in Public Health. (Rohlfing-O'Keefe)

•Approved regular status to Kim Goettl in Public Health. (O'Keefe-Gliszinski)

•Approved regular status to Theresa Kubes in Human Resources. (Gliszinski-O'Keefe)

•Approved a vacation donation request from county employee 1756. (Rohlfing-Gliszinski)

•Approved the purchase of two servers from Marco for the Justice Center in the amount of \$37,706. (Gliszinski-Rohlfing)

•On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the following claims were approved for payment: (Gliszinski-Rohlfing)

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111 Claims pa	aid less than \$2,000.00:	\$38,259.70
20 Claims pai	d more than \$2,000.00:	\$243,505.12
Total all clain	ns paid:	\$281,764.82
•Adjourned u	ntil Tuesday March 26, 2019 at 9:00 a.m. (O'Keef	e-Rohlfing)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman



Le Sueur County, MN

Tuesday, March 26, 2019 Board Meeting

ltem 2

9:05 AM - Casi Story, 4H Program Coordinator (10 min)

RE: Project Funding Request

Staff Contact:

Connectors Audio and Video Services Inc.

107 Mary Circle MN 56003

Estimate

Date	Estimate #
12/21/2018	1163

Name / Address Le Sueur County Casi Story 88 South Park Ave Le Center MN 56057

						Project
Item	Description	Qty	/	Rate		Total
Projetor Projector Mount Screen Speaker 4 Wire speaker Wire HDMI Wire comp Audio de-embedder Labor	Sony LM WXGA 16:10 3100lu projector mount/extension pipe/securing hardware Fixed position screen 16:10 format high gain 92" IN/OUTDOOR Ctl28 (6 total/sold in pairs) single pair stranded (speaker) 50ft HDMI VGA HDMI audio break out Installation/Service/Design		1 1 3 1 1 1 1 1 16	749.0 359.0 832.0 593.0 117.0 169.0 83.0 106.0 85.0	0 0 0 0 0 0 0 0 0	749.00 359.00 832.00 1,779.00 117.00 169.00 83.00 106.00 1,360.00
	1		Sale	es Tax (7.125	%)	\$0.00
			Tot	al		\$5,554.00



Le Sueur County, MN

Tuesday, March 26, 2019 Board Meeting

Item 3

9:15 AM - Holly Kalbus, Environmental Resources Specialist (35 min)

Aquatic Invasive Species - 2018 AIS Prevention Aid Summary, Carp Assessments, and KARE 11

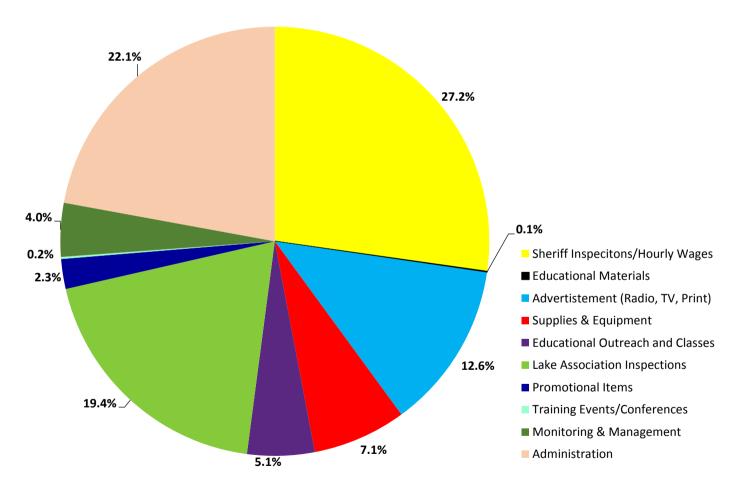
Staff Contact:

Le Sueur County's AIS Prevention Aid Program: A Snapshot of Accomplishments in the Year 2018

	Category	Metrics
\$	AIS Prevention Aid Used	\$64,271.68 Used in 2018
	People Doing AIS Work	 2 full-time staff 7 part-time staff 14 Level 1 Inspectors 0 Level 2 Inspectors Y the county has an AIS Task Force or Committee 1 AIS Task Force/Committee meetings 8 Members that attended AIS Task Force/Committee meeting
All all	Funds Distributed and Leveraged	 \$12,437 awarded to organizations 3 organizations awarded funds (Lake Associations) 3 Inspection projects (one inspection is 2017 bill)
Ş	Communities Engaged	 \$8,621 Printing, Publishing, & Advertising \$4,254.63 Education and Outreach 9 events held about AIS or that included AIS topics (Annual MN Waterfowl Association, Le Sueur Safety Day, Le Sueur County Fair, Kid Fishing Event, Tri-City United Schools summer event, American Legion Fishing Contest, 3 Lake Association Meetings) 750 residents and visitors reached about AIS during events 4 in-school presentations about AIS 500+ children taught about AIS 3 promo items (cellphone cases, \$500 donation, lifejackets) 1 Television Ad 1 Radio Ads (aired daily) 2 Billboard Ads (07/30/2018-10/21/2018) 15 businesses (drink coasters)
	Watercraft Inspected	 \$17,505.99 Le Sueur County Sherriff's Dept. Inspections \$12,437 Lake Association Inspections 1,445.5 total hours of inspections performed 8 accesses covered by inspectors 8 water bodies covered by inspectors 0 decontamination units in operation 05/03/2018-10/28/2018 Inspection season dates

	Category	Metrics
0	Law Enforcement Supported	 <u>\$37,093.25</u> Enforcement <u>14</u> local law enforcement officers trained on AIS laws <u>9</u> local law enforcement officers conducting AIS work
Q	Monitoring Conducted	 1 lakes and rivers surveyed for AIS 1 water bodies surveyed for Eurasian Watermilfoil 1 volunteer conducting AIS survey-EWM on Lake Francis 1 AIS detection trainings
	New Infestation Response Planning	\$60,000 saved in a contingency fund \$2,600 spent on new infestation response(s) Y the county has a new infestation response plan
××	Invasive Aquatic Plant Management (IAPM)	 <u>1</u> water bodies with IAPM activities (funded with AIS Prevention Aid) <u>1</u> Control project (hand pulling removal) <u>41.5</u> cubic feet of EWM removed

Program Spending Summary



Program Summary

Le Sueur County's AIS program focuses on a variety of tools, components, and resources. The sheriff's department helps with boat inspections as well as enforcement. They trained 14 inspectors in 2018, and 9 of them participated with boat inspections. A few lake associations are actively involved with the County and assist with stopping the spread of AIS by

also taking part in boat inspections. Between the sheriff's department and lake associations, a total of 1,445.5 hours was spent on boat inspections. The County has funds set aside for a rapid response plan for new infestations of AIS. In 2018, a second hand pulling treatment occurred on Lake Francis for Eurasian Watermilfoil (EWM). Approximately 41.5 cubic yards of EWM was removed from Lake Francis; which should significantly help slow the spread. The County also has a very strong outreach and education program. AIS presentations reached a variety of stakeholders during events that were held. Four AIS classes were taught at public schools found throughout the county. Multiple radio, billboard, and TV ads were presented to the public during the year.

Story(ies) of Success

Le Sueur County began doing outreach and education for waterfowl hunters in 2018. This is a difficult stakeholder group to work with due to the complexity that waterfowl hunting brings. The County hopes to continue education and outreach to waterfowl hunters for years to come.

Another hand removal treatment of Eurasian Watermilfoil occurred on Lake Francis. The infestation had intensified since last year. Blue Water Science did a very thorough job of surveying the lake and found multiple sites where Eurasian Watermilfoil occurred. Many of these sites may have been missed if not for the help of locals and Blue Water Science. Approximately 41.5 cubic feet of Eurasian Watermilfoil was removed from Lake Francis, and should help slow the spread.

Photo(s) of AIS Activities



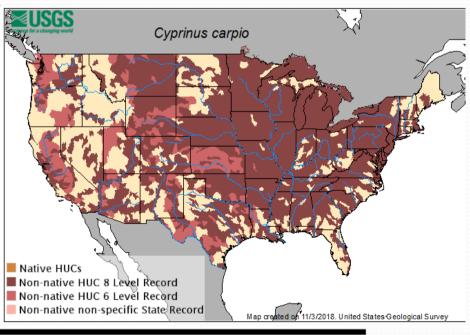
AIS tub full of Eurasian Watermilfoil that was removed from Lake Francis in October 2018.

Carp Assessments Determine Impacts to Water Quality

Common Carp Biology

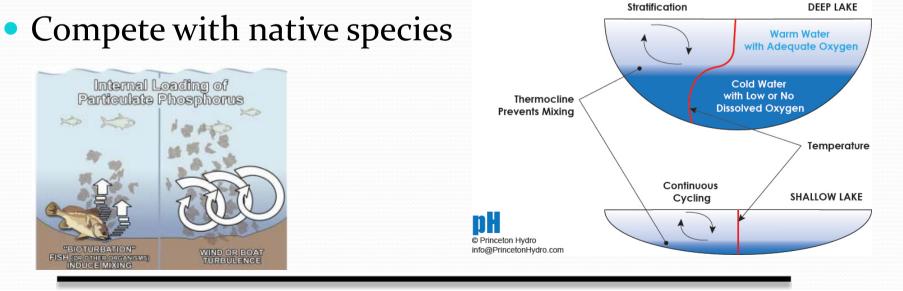
- Large, omnivorous fish
- Native to Europe and Asia
- Intentionally introduced into US as game fish in 1880s
- Tolerant species, no natural predator





Why are they a problem?

- Uproot vegetation-increases turbidity (TSS)
- Increase eutrophication
 - By defecation
 - Correlation with Chlorophyll A, secchi depth, and TP readings



Carp Assessment Proposal

- WENCK is contractor
- Related to AIS Action Plans
 - Similar, but not the same
 - Numerous new lakes being assessed
- 10-20 basins
- To assess densities-electrofishing
 - Sample 3 transects for approx. 20 min.
 - Each transect carp are netted, measured, weighed and released
 - Get population estimates and biomass-determined by models

Carp Assessment Proposal

- Proposing 11 basins to start with
 - Mabel, Dora, Sabre, Tustin, Swede's Bay, Henry, Scotch, German, Middle Jefferson, West Jefferson, and East Jefferson
- 7 of 11 lakes are considered shallow lakes
- 8 of 11 lakes have a TMDL written and approved
- WRAPS documents written and includes all 10 lakes
- MNDNR identified Carp being present
- No surveys have been completed for Henry, Tustin, Mabel



Costs

Table 2: Tasks and estimated costs for 10 basins.

Task	Description	Labor Cost	Mileage/ Equipment Cost	Total Cost
1	Permitting and Field Prep.	\$1,200		\$1,200
2	Common Carp Survey and Abundance/Density Estimate	\$11,900	\$7,000	\$18,900
3	Technical Memorandum	\$3,000		\$3,000
		-	Total Project Cost	\$23,100

Table 3: Tasks and estimated costs for 20 basins.

Task	Description	Labor Cost	Mileage/ Equipment Cost	Total Cost
1	Permitting and Field Prep.	\$1,200		\$1,200
2	Common Carp Survey and Abundance/Density Estimate	\$23,800	\$12,500	\$36,300
3	Technical Memorandum	\$4,500		\$4,500
			Total Project Cost	\$42,000

Why this is important?

- Carp densities of at least 100kg/hectare (89lbs/acre)
 - Impacts begin on water
- Source of internal loading
- Understand external versus internal sources/levels
- Carp Populations at 100kg/ha
 - At least 1.07 mg/m2/day of TP
- Positive correlation of high carp populations and higher concentrations of pollutants

Questions?





Cabin Cast-Kare 11

What is CabinCast?

 \bigcirc

Every week from Memorial Day to Labor Day Thursdays 10pm news + Fridays 6pm news

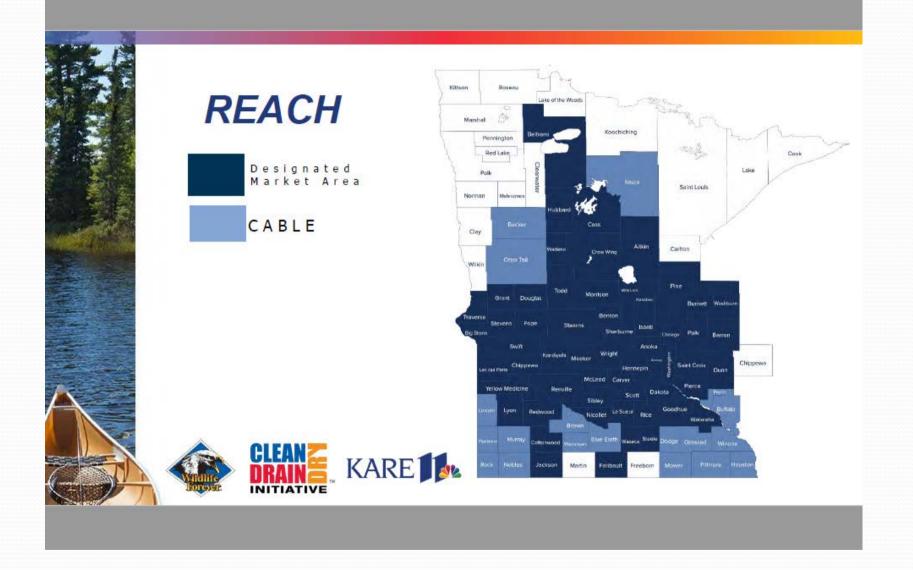
KARE 11 meteorologists get viewers ready for the weekend at the lake with the *CabinCast* forecast

Sponsor message is seen next to these highly anticipated weathercasts as the EXCLUSIVE *CabinCast* sponsor!





https://vimeo.com/120417575



CabinCast Summary

Reach cabin-goers every Thursday at 10pm and Friday at 6pm from Memorial Day to Labor Day.

This is a unique opportunity to attach yourself to KARE 11's weather!

Television

- :05 second sponsor billboard and 2x 15second commercials in Thursday's 10pm news adjacent to CabinCast (16x)
- :05 second sponsor billboard and 2x 15second commercial in Friday's 6pm news adjacent to CabinCast (16x)
- Sponsor identification (audio and logo) included in CabinCast promotional message. Plus additional :15sec commercials on ROS schedule
- · Additional Awareness Schedule built in for Friday and Sat AM

Digital

- Sponsor 25% Share of Voice Weather Sponsorship
- June through August

CabinCast Sponsor Investment = \$73,500 after \$30,000 discount





KARE 🚺

Pricing/Delivery

	May	June	July	Aug	Sept.
TV Schedule	3500	17500	14000	14000	350
Weather sponsorship	0	7000	7000	7000	(
Bonus TV schedule 75x spots (\$15,000 value at \$200/spot)	0	0	0	0	
Bonus Digital Schedule - (\$15,000 value)	0	0	0	0	
Total Cost	\$ 3,500	\$ 24,500	\$ 21,000	\$ 21,000	\$ 3,500
	May	June	July	Aug	Sept.
Estimated Impressions TV	781,500	3,910,500	3,128,000	3,128,000	781,500
Estimated Digital impressions - Weather sponsorship		2,000,000	2,000,000	2,000,000	
Bonus TV Schedule Impressions	280,500	1,402,500	1,122,000	1,122,000	280,500
Bonus Digital Schedule	142,857	714,285	571,428	571,428	142,857
TOTAL Impressions	1,204,857	8,027,285	6,821,428	6,821,428	1,204,857

CIEAN DRAINE INITIATIVE KAREIO

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into between the **COUNTY OF Le Sueur**, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as "County," and, <u>Wildlife Forever, 5350 Hwy 61 N – Ste 7</u>, White Bear Lake, MN 55110, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, County wishes to purchase the services of Contractor to work with aquatic invasive species (AIS) prevention partners to purchase public service announcement media; and

WHEREAS, Contractor has the training, experience, and knowledge to provide this service; and,

WHEREAS, there are funds available for the purchase of this service.

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. TERM OF SERVICE

Contractor agrees to perform the services described in this Agreement during the period commencing May 27, 2019, and terminating September 2, 2019.

This agreement may be renewed upon agreement of County and Contractor for one year provided that Contractor has satisfactorily performed the services herein described as determined solely by the County. The payment for services may be adjusted upon the mutual agreement of the County and Contractor. Failure to agree on payment shall prevent renewal of this Agreement.

2. RESPONSIBILITIES OF CONTRACTOR As more fully described in Exhibit A.

3. PERSONNEL

It is understood and agreed that Contractor shall provide the services purchased hereunder unless otherwise approved by the County.

4. **RESPONSIBILITIES OF COUNTY**

A. To be available for meetings and consultations related to the project.

B. To provide applicable AIS related content at the request of the Contractor.

5. COMPENSATION

The County shall pay Contractor a fee not to exceed \$3,500 for services provided pursuant to this Agreement.

6. PAYMENT

Invoices shall be paid according to the terms of this Agreement. If no terms apply, payment shall be made thirty (30) days from receipt of the commodities or

Page 1 of 4 Contra

Contract No. 2019-12135

completion of services or receipt of the invoice, whichever is later, unless the County in good faith disputes the obligation. Minn. Stat. § 471.425.

7. RECORDS AUDITING AND RETENTION

Contractor's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd.5. Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Contractor agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

8. OWNERSHIP OF DOCUMENTS

All materials prepared or developed by Contractor or its employees or independent contractors, hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms specific to Le Sueur County shall become the property of the County when prepared, whether delivered to the County or not, and shall, together with any materials furnished by the County, be delivered without cost to the County upon request, or in any event, upon the determination of final performance or termination of this Agreement.

9. TAXES

Contractor shall pay all applicable sales taxes and be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries or other remunerations paid to employees of the Contractor and shall submit evidence of same to County when requested.

10. INDEPENDENT CONTRACTOR

That at all times and for all purposes hereunder, Contractor shall be an independent Contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of Le Sueur, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, shall be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State tax laws;

Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

Contractor is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

11. NOTICES/COMMUNICATIONS

All notices and demands pursuant to this Agreement shall be directed in writing to:

Contractor

Dane Huinker Wildlife Forever 5350 Hwy 61 N – Ste 7 White Bear Lake, MN 55110 <u>Le Sueur County</u> Holly Kalbus, Environmental Resource Specialist Le Sueur County 515 S. Maple Ave. Le Center, MN 56057

12. OTHER CONDITIONS

12.1 Compliance with Laws/Standards

Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, regulations and standards now in effect or hereinafter adopted pertaining to this Agreement, Contractor's performance or the facilities, programs and staff for which Contractor is responsible.

12.2 Licenses

Contractor shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by this Agreement. Contractor shall inform the County of any changes in the above within five (5) days of occurrence.

12.3 Minnesota Law to Govern

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota, City of Le Center.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

WILDLIFE FOREVER

COUNTY OF LE SUEUR

Ву:	Ву:
Name:	Name:
Title:	Title:
-	
Date:	Date:

Page **3** of **4** Contract No. 2019-12135

EXHIBIT A

The Contractor agrees to facilitate and coordinate the following: Wildlife Forever will work with Minnesota County AIS prevention partners to showcase the Clean Drain Dry message on KARE 11 news and *Cabin Cast* feature. *Cabin Cast* is a news weather feature that KARE 11 promotes to engage cabin goers planning their weekend getaways on the lake.

1: Television:

- (16x) :05 sec. Clean Drain Dry sponsor billboard and :30 sec. commercial airing on KARE Thursday 10 p.m. News adjacent to *Cabin Cast*. KARE to produce and air new PSA.
- (16x) :05 sec. Clean Drain Dry sponsor billboard and :30 sec commercial in Friday's 6 pm news adjacent to *Cabin Cast*.
- Sponsor identification (audio and logo) included in *Cabin Cast* promotional message. Plus additional :15 sec. commercials on ROS schedule.
- Additional awareness schedule built in for Friday and Saturday AM.
- (15x) :05 sec. Clean Drain Dry billboards (voice over, promoting AIS prevention message).
- 75x Bonus :15 sec client spots married to :15 second promo schedule.
- 2,142,857 Bonus digital impressions throughout campaign.



Le Sueur County, MN

Tuesday, March 26, 2019 Board Meeting

ltem 4

9:50 AM - Chad Washa - Le Sueur County Fair Board President (10 min)

RE: 2019 Budget

RE: Project Funding Request

Staff Contact:

LE SUEUR COUNTY FAIR BUDGET 2019

Income	2018 Budget	2018 Actual	2019 Budget
County Taxes	32,000	35,849	35,800
Dividends	-0	-0-	-0-
Rent	15,500	19,530	16,000
Grants/Donations	15,000	* 34,484	20,000
Carnival/Midway	500	686	1,500
Parking	10,000	10,502	10,000
Food Booth & Space Rental	5,500	4,325	4,500
Entries	650	798	700
State Premium Reim.	3,400	3,428	3,400 ⁺
Grandstand	23,000	22,403	22,000
Horse Show	700	1,180	800
AMPI Kajer Fund	800	775	700
Reimbursed Expenses	3,000	3,085	3,000
Additional Fair Events	-0-	1,250	1,200
Totals	110,050	138,295	119,600
Expense	2018 Budget	2018 Actual	2019 Budget
Advertising	8,000	3,009	8,000
Judges	4,200	4,454	4,600
Grandstand	15,000	16,976	17,000
Security	2,800	3,000	3,000
Porta-potties	4,000	3,928	4,000
Premiums	7,000	7,457	7,500
Vet	400	550	550
Sales Taxes	3,300	3,854	3,800
Capital Improvements	-0-	* 79,787	50,000
Accounting & Tax Prep.	2,100	2,338	2,300
Meal Tickets	650	655	650
Ribbons	250	100	350
Entertainment	8,300	10,6 97	10,500
Misc. Fair Expenses	1,200	-0- .	500
Repairs	2,500	9,516	4,000
Utilities	6,400	6,220	6,400
Garbage	900	791	900
Office Expense	3,900	5,514	5,400
Insurance	6,500	3,748	4,300
AMPI Kajer Fund	775	775	700
Office Help	900	754	800
Website Maintenance	2,500	2,475	2,500
Totals	92,575	* 166,608	137,750
[NOTE: line items with asteris	cindicate new Show	Arena Building involvement]	-

LE SUEUR COUNTY FAIR

(Proposed Projects for 2019)

March 23, 2019

Enhancements for the show arena building:	
Concrete in the new check-in area and bathroom area	6,500.
Gutters for the east and west sides of the building	2,000.

TOTAL

8,500.



Tuesday, March 26, 2019 Board Meeting

Item 5

10:00 AM - Dave Scheiber (10 min)



Tuesday, March 26, 2019 Board Meeting

ltem 6

10:10 AM - Cindy Westerhouse, Human Resources (5 min)



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 March 26, 2019

Recommendation to promote David O'Malley, full time Facility and Grounds Staff, Grade 5, Step 11 at \$26.34 per hour to a full time Facility and Grounds Lead Worker, Grade 6, Step 11 at \$27.92 per hour, effective April 1, 2019.

Equal Opportunity Employer



Tuesday, March 26, 2019 Board Meeting

Item 7

10:15 AM - Ann Traxler, Emergency Management (5 min)

RE: Flooding



Tuesday, March 26, 2019 Board Meeting

Item 8

10:20 AM - Mike Weinant (10 min)



Tuesday, March 26, 2019 Board Meeting

ltem 9

10:30 AM - Darrell Pettis, County Administrator

RE: Storm Water Retention Pond Agreement

RE: Sentencing To Service Income Contract

RE: West Jefferson

Retention Pond Agreement

This Agreement is made this _____ day of March, 2019, by and between the City of Le Center, hereinafter "City," and Le Sueur County, hereinafter "County."

Whereas, the County is in the process of completing construction on the Le Sueur County Justice Center, and

Whereas, as part of that construction process, the County has identified the need to properly deal with storm water runoff from its project site and its constructed facility, and

Whereas, the City has a storm water retention pond adjacent to the project site which the County can utilize for storm water collection, treatment, and disposal purposes, and

Whereas, the parties agree that the County may utilize the City's storm water retention pond adjacent to the project site according to the following terms and conditions:

- 1. The County will be allowed to divert its storm water runoff from its site by utilizing and sending the same to the City's existing retention pond.
- 2. The City will allow the County a license to run its storm sewer line to the City's retention pond with the understanding that the storm sewer line will be ran in the City's right of way with the City maintaining ownership of the storm sewer line. Said storm sewer line will be constructed and placed according to City specifications. Upon completion of construction of the same, the City will own said line.
- 3. The County will pay for any and all regular and routine maintenance associated with the retention pond and the County will additionally pay for any and all costs to enlarge the pond to accommodate the amount of storm water runoff from the County's site/project.
- 4. The City will provide the County with notice of any potential additional users of the storm water retention pond in the event that additional users would be allowed use of the retention pond.

John King, Le Sueur County Board Chair	Dated:
Darrell Pettis, Le Sueur County Administrator	Dated:
Josh Fredrickson, Mayor-Le Center	Dated:
Christopher Collins, Le Center Administrator	Dated:

Income Contract No.

STATE OF MINNESOTA INCOME CONTRACT

This contract is between the State of Minnesota, acting through its commissioner of corrections, Field Services Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and LeSueur County 88 South Park Ave, LeCenter, MN 56057 ("Purchaser").

Recitals

- 1. Under Minn. Stat. § 241.278 the State is empowered to enter into income contracts.
- 2. The Purchaser is in need of a Sentencing to Service (STS) program for low risk offenders ordered to perform community work service.

Contract

3. The State represents that it is duly qualified and agrees to provide the services described in this contract.

1 Term of Contract

- 1.1 *Effective date*: July 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 State's Duties

The State will:

- 2.1 Provide 0.5 crew leader(s) who will supervise up to 10 offenders each approximately 40 hours per week, including the hour's crew leaders spend for daily preparation and communication.
- 2.2 Submit reports to Purchaser within 60 days of the end of each quarter, which shall include the following information:
 - a. Total number of offenders served
 - b. Total number of offenders completing STS obligation
 - c. Number of offenders exiting prematurely
 - d. Total number of hours worked by STS offenders
 - e. Dollar benefit of STS labor at \$8.00 per hour and estimated market value of projects completed
 - f. Description of work completed
- 2.3 Divide the work of offender crews proportionate to funding participation between States's referred projects and Purchaser's referred projects, some of which may be performed outside the Purchaser's jurisdiction.
- 2.4 Train each work crew in safety principles and techniques relevant to the work being done.
- 2.5 Screen projects to ensure that they meet STS guidelines.

3 Purchaser's Duties

- 3.1 It is the Purchaser's responsibility to certify in writing to the appropriate bargaining agent that the work performed by offenders will not result in the displacement of current employees or seasonal workers to include reduction in hours, wages, or other employment benefits for all Purchaser's referred projects.
- 3.2 Obtain all necessary permits or licenses or special authority for all Purchaser's referred projects.
- 3.3 Identify non-dangerous offenders who are sentenced or authorized by the court to do community work service in lieu of a jail sentence, a fine, as a sole sanction, or eligible pursuant to other provisions in state law.

4 Payment

The Purchaser will pay the State for all services performed by the State under this contract as follows:

- 4.1 The total obligation of the Purchaser for all compensation and reimbursements to the State under this contract is not to exceed FY20-21 total below as its 75% share of the cost of providing a crew leader and placing the work crews into service on the STS program during the term of this agreement. The Purchaser's share of the crew leader includes time scheduled for training, vacation, sick leave and holidays. The State share of the cost is 25%.
- 4.2 Terms of payment: Payment shall be made by the Purchaser to the State. Payments are due on or before dates listed below:

Payment Due	7/30/2019	1/1/2020	7/1/2020	1/1/2021	FY20-21 Total
Amount Due	\$ 17,521.08	\$ 17,521.08	\$ 18,134.32	\$ 18,134.32	\$ 71,310.80

5 Authorized Representatives

The State's Authorized Representative is:
(or his/her successor)
Jenny McMahon
608 Main Street
Red Wing, MN 55066
jenny.mcmahon@state.mn.us
651-301-7208

The Purchaser's Authorized Representative is:
(or his/her successor)
LeSueur County
Darrell Pettis
88 South Park Ave
LeCenter, MN 56057
dpettis@co.le-sueur.mn.us
507-357-2251

6 Amendments, Waiver, and Contract Complete

- 6.1 *Amendments.* Any amendment to this contract 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 contract, or their successors in office.
- 6.2 *Waiver.* If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 6.3 *Contract Complete.* This contract contains all negotiations and agreements between the State and the Purchaser. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Government Data Practices

The Purchaser must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Purchaser or the State.

If the Purchaser receives a request to release the data referred to in this Clause, the Purchaser will work with the State to determine what data should be released to the requesting party.

9 Publicity

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the State's Authorized Representative.

10 Audit

Under Minn. Stat. § 16C.05, subd. 5, the Purchaser's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

11 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In the event that either party terminates the contract, all contract costs and payments due shall be pro-rated according to the date of the termination of the contract.

1. PURCHASER

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

Ву	Ву
Signature	Signature
Print Name Title:	Print Name Title:
Date:	Date:
Ву	Ву
Signature	Signature
Print Name Title:	Print Name Title:
Date:	Date:

2. STATE AGENCY (With delegated authority)

Ву
Sarah Walker
Deputy Commissioner
Date

3. COMMISSIONER OF ADMINISTRATION (As delegated to Materials Management Division)

By			
Date			



Tuesday, March 26, 2019 Board Meeting

ltem 10

Commissioner Committee Reports



Tuesday, March 26, 2019 Board Meeting

ltem 11

Future Meetings

<u>Future Meetings</u> <u>March - May 2019</u>

<u>March</u>

Tuesday, March 26	Board Meeting, 9:00 a.m.
Friday, March 29 th	10:00 a.m. Le Sueur – Rice JD63 Minor Alteration Petition Hearing (Commissioners Gliszinski, O'Keefe and Wetzel)
	11:00 a.m. Le Sueur County Ditch 40 Minor Alteration Petition Hearing (all Commissioners)
	**Both hearings to be held at the Le Sueur County Courthouse in the Commissioner's Room.
	<u>April</u>
Tuesday, April 2	Board Meeting, 9:00 a.m. *Reminder: CHB Meeting, 1:30 p.m. in Waterville
Thursday, April 11	P&Z Meeting, 7:00 p.m. at Environmental Services
Tuesday, April 16	Board Meeting, 9:00 a.m.
Thursday, April 18	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, April 23	Board Meeting, 9:00 a.m.
	May
Tuesday, May 7	Board Meeting, 9:00 a.m.
Thursday, May 9	P&Z Meeting, 7:00 p.m. at Environmental Services
Tuesday, May 21	Board Meeting, 9:00 a.m.
Thursday, May 16	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Monday, May 27	Offices closed for Memorial Day
Tuesday, May 28	Board Meeting, 9:00 a.m.