

THURSDAY, DECMEBER 12, 2013

**APPROVED MINUTES OF THE
COUNTY BOARD OF COMMISSIONERS MEETING HELD**

**STATE OF MINNESOTA)
COUNTY OF DODGE)**

**COUNTY ADMINISTRATION OFFICE
MANTORVILLE, MN**

2013-24

The Dodge County Board of Commissioners met in regular session December 12, 2013, in the Commissioner's Room at the Courthouse Annex, Mantorville, MN, at 9:30 a.m. CST. David Erickson, Chair called the County Board of Commissioners meeting to order at 9:30 a.m. CST.

Meeting Convened

The pledge of allegiance was recited.

Pledge of Allegiance

The Chair acknowledged those present and established that there was a quorum:

Those Present

Members present:	John Allen	District #1
	David Erickson	District #4
	Steven Gray	District #5
Members absent:	Rodney Peterson	District #3
Also present:	Jim Elmquist	County Administrator
	Becky Lubahn	Deputy County Clerk
	Paul Kiltinen	County Attorney

County Administrator Jim Elmquist informed the Board that items 1.3 and 1.5 are being pulled from the Consent Agenda and will be addressed on the full Board agenda, and a Joint Powers Agreement for the SE Minnesota Regional Emergency Communications Board action item will be added to the agenda.

Agenda Changes
Approved

Motion by Allen seconded by Gray to move items 1.3 and 1.5 from the Consent Agenda to the full Board meeting and add a Joint Powers Agreement for SE Minnesota Regional Emergency Communications Board to the agenda as requested. *Motion adopted unanimously.*

Motion by Gray seconded by Allen to approve the agenda as amended. *Motion adopted unanimously.*

Agenda Approved as
Amended

Motion by Allen seconded by Gray to approve the following Consent Agenda items:

Consent Agenda Items
Approved

- 1.1 Chair and County Administrator to sign the proposed Contract for Professional Services between CEDA and Dodge County.
- 1.2 Chairman of the Board to sign the 2014 tobacco licenses applications as presented.
- 1.4 Human Services resolution #95-10.

- 1.6 Human Services Director, Chair and County Attorney to sign a contract between Dodge County Human Services, the Dodge County Family Services Collaborative, and Family Service Rochester for the provision of in-home family therapy services for a cost not to exceed \$30,000 total for calendar year 2014.
- 1.7 Highway Department to advertise and open bids for the 2014 seasonal supplies.
- 1.8 County Engineer to submit a Historical grant for Wasioja Seminary preservation.

Consent Agenda Items
Approved - Continued

Motion adopted unanimously.

The Board's discussed the proposed Medical Examiner/Autopsy Services Agreement.

Medical Examiner/
Autopsy Services
Agreement with Mayo
Clinic Approved

Motion by Allen seconded by Gray to approve and authorize the County Administrator, Chair and County Attorney to sign a Medical Examiner/Autopsy Services Agreement with Mayo Clinic as requested and effective January 1, 2014 through December 31, 2015. *Motion adopted unanimously.*

Employee Relations Director Lisa Hager presented the Personnel Actions for the Board's consideration. Ms. Hager informed the Board that items A.4 and E.1 are being pulled.

Personnel Actions
Approved

Motion by Gray seconded by Allen to approve the following personnel actions:

A. Public Health

- A.1 Ruth Greenslade – Health Educator
Change status from 1.0 FTE to on-call.
Effective Date: 12/19/13
- A.2 Health Educator/PHN – 1.0 FTE
Authorization to post and fill vacancy.
Effective Date: 12/12/13
- A.3 Christine Handley – Public Health Nurse I - .6 FTE
Authorization to employ at C42 step 6 \$22.64 (+\$3.00 R/R).
Effective Date: 12/16/13
- A.5 Marjorie Hemann – Administrative Assistant - .8 FTE
Step increase from B22 step 5 \$16.69 to B22 step 4 \$17.21.
Effective Date: 12/2/13
- A.6 Amber Converse – Public Health Dietitian - .4 FTE
Annual review.
Effective Date: 11/25/13

B. Sheriff

- B.1 Nicole Moyer – 911 Dispatcher – 1.0 FTE
Request authorization to employ at B22 step 1 \$16.24.
Effective Date: 12/26/13
- B.2 Shannon Johnson – 911 Dispatcher – 1.0 FTE
Request authorization to employ at B22 step 1 \$16.24.
Effective Date: 12/26/13

- B.3 Melissa Bublitz – Records
Change status from temporary full-time to regular full-time.
Effective Date: 12/12/13
- B.4 Ashley Bjornson – Records
Change status from temporary full-time to regular full-time.
Effective Date: 12/12/13
- B.5 Rick Eggert – Dispatch & Records Supervisor
Recommend step increase from C41 step 4 \$25.28 to C41 step 3 \$25.98.
Effective Date: 12/1/13
- C. Human Services**
- C.1 Jane Hardwick – Director of Human Services
Annual review.
Effective Date: 8/18/13
- D. Administration**
- D.1 Jeremy Griffin – Information Systems Specialist
Recommend step increase from B31 step 9 \$18.95 to B31 step 8 \$19.43.
Effective Date: 12/24/13
- D.2 Custodian/Maintenance .8 FTE (temporary)
Request authorization to post and fill temporary position due to LOA.
Effective Date: 12/12/13 (for approximately 3-4 months)
- D.3 Ed Anderson – Custodian/Maintenance
Request authorization to change from .8 FTE to 1.0 FTE to cover LOA.
Effective Date: 12/12/13 (for approximately 3-4 months)

Personnel Actions
Approved - Continued

Motion adopted unanimously.

County Attorney Paul Kiltinen provided the Board with a legal update.

Legal Update

The Board discussed the Human Services Director's request to execute a corrected MNsure contract from the State. After the Board adopted the contract for in-person assisters for MNsure at the October 8, 2013 County Board meeting, Human Services was informed by the State that they had inadvertently sent them the wrong MNsure contract to be signed by the county. The corrected version was included in the Board packet for review.

Resolution #2013-44
Rescinded

Motion by Allen seconded by Gray to rescind resolution #2013-44 (MNsure Professional and Technical Services Contract) as recommended. *Motion adopted unanimously.*

The Board briefly discussed the proposed MNsure In-Person Assister Contract, in lieu of the contract approved on October 8, 2013, to provide services to Dodge County residents through the capacity of in-person assisters in partnership with MNsure.

Corrected MNsure In-
Person Assister
Contract with State
Approved

Motion by Allen seconded by Gray to approve and authorize the Chair and Human Services Director to sign the corrected MNsure In-Person Assister Contract from the State as requested. *Motion adopted unanimously.*

Dodge County Fair Board President Marilyn Leron provided the Board with a 2013 Dodge County Fair Annual Profit and Loss Report.

2013 Dodge County
Annual Profit and Loss
Report

Ms. Leron informed the Board that the net income for the Dodge County Agricultural & Mechanical Society for October 2012 through September 2013 is \$22,539.05.

Commissioner Erickson commended the Fair Board for their efforts over the past year.

The number of loans the Fair Board has was discussed. Ms. Leron informed the Board that they are current on their loan obligations.

The Board briefly discussed with Ms. Leron the status of the First Aid/Restrooms construction project at the fairgrounds. It was noted that the south end of the new building has been left open so contractors have access to the areas needed in order to do concrete work, wiring, etc.

Previous electrical issues at the fairgrounds and billing issues were briefly discussed.

Commissioner Gray thanked Ms. Leron for the report.

The Board reviewed the Public Health Director's request to approve a donation from Bundles of Love, Oronoco, MN. Bundles of Love donated fall and winter baby quilts and baby items valued at \$30.00 per bundle to the Public Health Family Health Program.

Public Health Donation
Approved by Resolution
#2013-48

Commissioner Gray offered the following resolution (#2013-48), seconded by Allen Commissioner:

Public Health Family Health Program Donation

WHEREAS, the Dodge County Public Health Department has received a donation from Bundles of Love, Oronoco, MN. ; and

WHEREAS, the Dodge County Public Health Department wishes to accept this donation and utilize it for the purpose of the Public Health Family Health Program; and

WHEREAS, pursuant to Minnesota Statute 465.03, the county shall by resolution of the governing body adopted by a two-thirds majority of its members accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor.

NOW THEREFORE BE IT RESOLVED, that the Dodge County Board of Commissioners hereby accepts the following donation to be used for the Public Health Programs:

Bundles of Love, Oronoco, MN \$ 180.00 (baby quilts and baby items)

Public Health Donation Approved by Resolution #2013-48 - Continued

Resolution adopted unanimously.

Mr. Elmquist presented for the Board’s consideration a lease for the Extension building.

Lease for Extension Office Space Approved

Included in the Board packet was a one-year lease for tenancy at Rich Massey’s building located on East Veteran’s Memorial Highway for the Extension office space. There are no changes to the lease other than it calling for a month-to-month agreement that can be terminated on a one month and one day notice.

This lease was agreed upon with the understanding that it is the expectation that Extension will be moving to the school-site in Mantorville prior to April 1, 2014.

Motion by Allen seconded by Gray to approve and authorize the Chair to sign a Lease of Commercial Building with Rich Massey for Extension as presented.
Motion adopted unanimously.

The Board discussed the proposed Joint Powers Agreement for the Southeast Minnesota Regional Emergency Communications Board.

Modification to the Joint Powers Agreement Forming the Southeast Minnesota Regional Emergency Radio Board Approved by Resolution #2013-49

The County Attorney has reviewed the proposed agreement and feels the changes are fine.

Mr. Elmquist noted that the changes are mostly formality as to the modifications.

Commissioner Allen offered the following resolution (#2013-49), seconded by Commissioner Gray:

Resolution Approving Modifications to the Joint Powers Agreement Forming the Southeast Minnesota Regional Emergency Radio Board

WHEREAS, Dodge County is a participating member of the Southeast Minnesota Regional Radio Board (hereinafter the “Board”), a Joint Powers Entity formed pursuant to Minnesota Statutes 403.39 and 471.59; and

WHEREAS, a Joint Powers Agreement creating the Board was approved by the parties to the Agreement comprising the Board, including Dodge County; and

WHEREAS, the Minnesota legislature has amended Minnesota Statute 403.39 by adding a new section entitled “Regional Emergency Communications Boards” that provides authority for Regional Radio Boards to assume responsibility for coordinating regional 911 services; and

WHEREAS, compliance with the amendment to Minnesota statute requires modification of the existing Joint Powers Agreement; and

WHEREAS, the Board recommends modification of the Joint Powers Agreement governing the Board to provide for regional coordination of 911 services and public safety broadband data services and changes the name of the Board to “Southeast Minnesota Regional Emergency Communications Board”.

Modification to the Joint Powers Agreement Forming the Southeast Minnesota Regional Emergency Radio Board Approved by Resolution #2013-49 - Continued

NOW THEREFORE, BE IT RESOLVED the Dodge County Board of Commissioners approves the modifications to the Joint Powers Agreement recommended by the Board and attached hereto; and be it further

RESOLVED that the Chairman of the Board, County Administrator and County Attorney are hereby authorized to execute the required addendum to this existing Joint Powers Agreement to implement the authorized modifications.

Resolution adopted unanimously.

Environmental Services Director Mark Gamm introduced Tom Gile. Mr. Gile is a Board Conservationist who works for the Board of Water and Soil Resources (BWSR) Office in Rochester.

BWSR Board Conservationist Introduced

Mr. Gamm discussed with the Board the proposed 2014 increase to Waste-to-Energy (WTE) Service Charge.

WTE Service Charge Discussion

In accordance to Solid Waste Ordinance No. 6, waste generators (residents, businesses, institutions) in Dodge County currently pay a Waste-to-Energy Service Charge. The WTE Service Charge pays for waste management services provided by the county. The county has not adjusted the WTE Service Charge since January 1, 2010.

Dodge County has an agreement with Olmsted County to incinerate trash to create energy. In 2014, Dodge County’s cost to incinerate will increase from \$105/ton to \$113/ton; raising the county’s Transfer Station operating expense by \$57,000. To cover this expense, their 2014 Transfer Station Budget reflects the following increase to the WTE Service Charge:

Method of Collecting WTE Service Charge	Current WTE Service Charge	Proposed WTE Service Charge	Est. added revenue from WTE Service Charge in 2014
Licensed Haulers collect WTE Service Charge from their customers and remit to county	18% of sales price of hauler’s garbage collection service.	20% of sales price of hauler’s garbage collection service.	\$41,000
County collects WTE Service Charge from customers that haul their own trash to the Transfer Station	\$130/ton	\$138/ton	\$5,600

Environmental Services estimates that the proposed WTE Service Charge increase will add about \$0.50 to \$1.00 per month to the garbage bill of a typical household. They do not anticipate a need to increase the WTE Service Charge in 2015.

WTE Service Charge
Discussion - Continued

The County Board may adjust the WTE Service Charge by resolution following Public Notice. On November 20, 2013, Public Notice was published in the county's legal newspaper.

The 2014 increase to Waste-to-Energy Services Charge discussion was opened to the public.

There were no members of the public that wanted to comment on the proposed increase to the WTE Service Charge.

Commissioner Allen offered the following resolution (#2013-50), seconded by Commissioner Gray:

Waste-to-Energy
Service Charge
Adjustment Approved
by Resolution #2013-50

Adjustment to Waste-to-Energy Service Charge

WHEREAS the Dodge County Waste-to-Energy Service Charge Ordinance obligates waste generators to pay reasonable charges for waste management services the county provides; and

WHEREAS the County Board of Commissioners may adjust the Waste-to-Energy Service Charge by resolution following a public notice; and

WHEREAS on November 20, 2013, a Public Notice was published in the legal newspaper; and

WHEREAS the County Board has reviewed information related to the cost of providing waste management services and finds that adjustments to the Waste-to-Energy Service Charge are reasonable.

THEREFORE BE IT RESOLVED; effective April 1, 2014, the Dodge County Waste-to-Energy Service Charge will be adjusted as follows:

Method of Collecting and remitting WTE Service Charge	Current WTE Service Charge	Adjusted WTE Service Charge effective April 1, 2014
Licensed Haulers collect WTE Service Charge from their customers and remit payment to county in accordance to Section 3 of the Ordinance	18% of Sales Price of Hauler Services.	20% of Sales Price of Hauler Services.
"Self-Haulers" pay the WTE Service Charge when depositing solid waste at the County Transfer Station in accordance to Section 4 of the Ordinance.	\$130/ton	\$138/ton

Resolution adopted unanimously.

Commissioner Gray thanked the Environmental Services staff for their work on the Waste-to-Energy Service Charge proposal.

Waste-to-Energy
Service Charge
Adjustment Approved
by Resolution #2013-50
- Continued

Commissioner Erickson presented a summary of the Administration Committee report and action items.

Administration
Committee Report

Motion by Gray seconded by Allen to approve and authorize the November 26, 2013 Committee of the Whole meeting minutes as presented. *Motion adopted unanimously.*

11/26/13 Committee of
the Whole Meeting
Minutes Approved

Motion by Gray seconded by Allen to approve and authorize the November 26, 2013 meeting minutes as presented. *Motion adopted unanimously.*

11/26/13 Meeting
Minutes Approved

Finance Director Lisa Kramer reviewed bills with the Board.

Bills Approved

Motion by Allen seconded by Gray to approve the bills as discussed in the following amounts from the appropriate funds as determined by Finance:

01	Revenue Fund	\$	44,826.35
13	Road and Bridge Fund	\$	39,516.27
16	Environmental Quality Fund	\$	65,328.73
17	Eq Revolving Equip Fund	\$	106,596.08
64	Environmental Grant & Loan Fund	\$	<u>2,000.00</u>
	Total	\$	258,267.43

Motion adopted unanimously.

Ms. Kramer presented for the Board's consideration a penalty abatement request from Van Zuilen Farms.

Van Zuilen Farms
Penalty Abatement
Request Denied

Van Zuilen Farms, Arleen Van Zuilen, has submitted a request to abate the penalty for their 2013 second half taxes. Statute 276.017 Timely Payments says "The postmark of the United States Postal Service qualifies as proof of timely mailing." Ms. Van Zuilen stated that she placed her payment in the mail on November 15, 2013, as she has done for years, but this time the envelope is postmarked the 16th of November. Ms. Van Zuilen has included a letter from herself and also one from the Claremont Postmaster explaining her situation. The postmark on the envelope was November 16, 2013.

Ms. Kramer included in the Board packet Ms. Van Zuilen's letter, the Claremont Postmaster's letter, the abatement request for each Van Zuilen parcel, and a copy of the envelope for the Board's review.

Motion by Gray seconded by Allen to deny the penalty abatement request of Van Zuilen Farms in order to remain consistent with past decisions. *Motion adopted unanimously.*

The Finance Director provided the Board with an annual review of county ditch systems.

County Ditch System
Annual Review

Every year the county ditch systems are inspected and the information is brought to the County Board for review to set new assessments for the upcoming year. Included in the Board packet was information that showed the current fund balances and the estimated repairs for the four county ditch systems.

Ms. Kramer reviewed with the Board the anticipated expenses for County Ditch 1, 4, 5 and 7 for 2014 and asked that the County Board make a motion to set the 2014 assessments. The Finance Director noted that no bids were received for a 2014 maintenance contractor, so the Inspector will award repair work to the first available contractor.

The following anticipated ditch expense information was shared with the Board:

2014 Estimated Costs for County Ditch 1	Fund 41-612
2014 Estimated Expenditures	
6240 Advertising	\$ 20.00
6273 Repairs	\$ 400.00
6260 Professional Services	\$ 100.00
6660 Capital Outlay	\$ 0.00
Total Expenses	\$ 520.00
November 2013 Fund Balance	\$3,309.18
Anticipated 2013 2 nd Half Settlement	\$ 0.00
Anticipated December 2013 Fund Balance	\$3,309.18
Requested 2014 Assessment	\$ 0.00
2014 Fund Balance (Use) or Addition	-\$ 520.00
Anticipated December 2014 Fund Balance	\$2,789.18
No assessment recommended.	

Fast Facts	
Requested 2014 Assessment	\$ 0.00
Total Ditch Acres	615
Assessment Cost Per Acre	\$ 0.00

2014 Estimated Costs for County Ditch 4	Fund 41-613
2014 Estimated Expenditures	
6240 Advertising	\$ 20.00
6273 Repairs	\$ 200.00
6260 Professional Services	\$ 100.00
Total Expenses	\$ 320.00
November 2013 Fund Balance	\$1,133.94
Anticipated 2013 2 nd Half Settlement	\$ 806.79
Requested 2014 Assessment	\$1,000.00

County Ditch System
Annual Review -
Continued

2014 Fund Balance (Use) or Addition	\$ 680.00
Anticipated December 2014 Fund Balance	\$2,620.73
A \$1,000 assessment is recommended for County Ditch 4 to establish an adequate cash balance after the redetermination.	
Fast Facts	
Requested 2014 Assessment	\$1,000.00
Total Ditch Acres	1,273
Assessment Cost Per Acre	\$.79

2014 Estimated Costs for County Ditch 5	Fund 41-614
2014 Estimated Expenditures	
6240 Advertising	\$ 20.00
6273 Repairs	\$ 200.00
6260 Professional Services	\$ 100.00
Total Expenses	\$ 320.00
November 2013 Fund Balance	\$ 8,626.71
Anticipated 2013 2 nd Half Settlement	\$ 0.00
Requested 2014 Assessment	\$ 0.00
2014 Fund Balance (Use) or Addition	\$ 320.00
Anticipated December 2014 Fund Balance	\$ 8,306.71
No assessment is needed for 2014.	
Fast Facts	
Requested 2013 Assessment	\$ 0.00
Total Ditch Acres	2,672
Assessment Cost Per Acre	\$ 0.00

2014 Estimated Costs for County Ditch 7	Fund 41-615
2014 Estimated Expenditures	
6240 Advertising	\$ 20.00
6273 Repairs	\$ 400.00
6260 Professional Services	\$ 100.00
Total Expenses	\$ 520.00
November 2013 Fund Balance	\$3,404.56
Anticipated 2013 2 nd Half Settlement	\$ 0.00
Requested 2014 Assessment	\$ 0.00
2014 Fund Balance (Use) or Addition	-\$ 520.00
Anticipated December 2014 Fund Balance	\$2,884.56
No assessment recommended.	
Fast Facts	
Requested 2013 Assessment	\$ 0.00
Total Ditch Acres	630
Assessment Cost Per Acre	\$ 0.00

Motion by Gray seconded by Allen to approve setting 2014 ditch assessments for Ditch #4 at \$1,000 as recommended by the Finance Director. *Motion adopted unanimously.*

2014 Ditch Assessment Set

Ms. Kramer discussed with the Board her request to appoint a 2014 Ditch Inspector.

2014 Ditch Inspector Appointment Delegated to the SWCD

Dodge County's current Ditch Inspector, Jim Hruska, intends to retire in early March 2014, so the County Board will need to appoint a new Ditch Inspector for 2014. The current appointment has been open ended, so it did not require annual appointment. The Finance Director recommended that the county approves the new appointment the same way.

Ms. Kramer noted that there are two avenues to filling this position. The first is to appoint the Dodge Soil and Water Conservation District (SWCD) Office to fulfill the Ditch Inspector duties without assigning them to a specific person. Dodge Soil and Water has expressed interest in this solution. Since the SWCD has provided the staff for this in the past this would essentially be a continuation the agreement the county currently has. The other option is to appoint the Dodge County Highway Engineer as Ditch Inspector. Guy Kohlnhofer has been working with Jim Hruska over the last two years in case the county chose this solution.

Motion by Gray seconded by Allen to delegate authority to the Dodge County Soil and Water District Office to find someone internally to serve as Ditch Inspector for Dodge County Ditches 1, 4, 5, and 7. *Motion adopted unanimously.*

Commissioner Gray stated that he was leery of hiring someone to inspect ditches.

Ms. Kramer informed the Board that the SWCD Office has been grooming someone in-house to take over the Ditch Inspector duties.

Zoning Administrator Melissa DeVetter presented for the Board's consideration the December 4, 2013 Planning Commission recommendations.

IUP #13-08 Approved

Motion by Allen seconded by Gray to approve of the following action of the Planning and Zoning Commission as reviewed on December 4, 2013 with the reasons, recommendations and conditions as found in the individual permit:

Donna Knobel – IUP#13-08

The first public hearing is to consider an application for an Interim Use Permit to allow a Limited Rural Business in the Agricultural District. The property is 80 acres located in the E ½ of the SE ¼ of Section 6, Milton Township. Donna Knobel is the applicant and Richard and Donna Knobel are the property owners.

The Planning Commission recommends approval with the following conditions:

1. Operation will comply with all local, state, and federal regulation regarding the proposed use of the property. The business shall obtain all necessary licenses, registrations and/or other approvals for activities taking place at the site.

2. Every animal located on site shall be current on all vaccinations.
3. The site shall maintain registration as a feedlot and shall meet the requirements of Minnesota Rules Chapter 7020, when applicable.
4. The permittee shall be licensed and be in compliance with any approval granted under the Minnesota Department of Agriculture's Animal and Plant Health Inspection Services (APHIS), or provide proof that they are exempt from such requirements.
5. All waste generated on site shall be properly disposed of in accordance with the Dodge County Solid Waste Ordinance and MPCA rules.
6. The sign shall meet the performance standards of the Dodge County Zoning Ordinance. A sign advertising the Limited Rural Business shall not exceed nine (9) square feet and shall be set back a minimum of ten (10) feet from the county road right-of-way.
7. Hand sanitation facilities shall be provided on site.
8. Any change involving the addition of new business related structures or employees beyond that specified in the home occupation agreement/application on file with the IUP, enlargement, intensification of the use or similar changes not specifically permitted by the IUP shall require an amended IUP to be issued.
9. The business shall comply with the conditions of this permit, Chapter 16 (performance standards for home occupations) and the Home Occupation/Limited Rural Business Agreement, which shall be recorded with the IUP.
10. The business shall comply with the Nuisance Standards of the Dodge County Zoning Ordinance. Nuisance complaints shall result in review of the IUP by the Planning Commission.
11. Hours and days of operation shall be as indicated by the applicant in the Findings of Fact and business plan on file in the ES Department.

IUP #13-08 Approved
- Continued

Motion adopted unanimously.

Ms. DeVetter presented for the Board's consideration ZA #13-01.

ZA #13-01 Approved

Motion by Allen seconded by Gray to approve of the following action of the Planning and Zoning Commission as reviewed on December 4, 2013 with the reasons, recommendations and conditions as found in the individual permit:

H4 Enterprises LLC/Chris Hallstrom – ZA#13-01

The second public hearing is to consider a Zoning Amendment to allow a property that is currently zoned Agricultural to be rezoned to Commercial. The proposal is to split approximately 12.6 acres from the 23.41 acre parcel located in the SE ¼ of the SE ¼ of the NE ¼ of Section 35, Mantorville Township. H4 Enterprises LLC/Chris Hallstrom is the applicant and the property owner.

The Planning Commission recommends approval of the rezoning request after hearing testimony at the hearing and recognizing all of the staff findings, including both facts supporting approval and facts supporting denial of the rezoning request, which are included below:

FINDINGS SUPPORTING APPROVAL OF THE REZONING OF THE PROPERTY*ZA #13-01 Approved
- Continued*

1. An update of the Dodge County Comprehensive Development Plan may be warranted. With the census performed in 2010, and the length of time since the last update, there could be changes in policy or growth patterns which may support a Commercial Zone in the area the applicant is proposing.
2. There are two other properties that are zoned as “Commercial” within one mile of the applicant’s property. These sites contain storage lockers and the billboards adjacent to U.S. Hwy 14.
3. The Highway Engineer and MnDOT have indicated that the rezoning from Agricultural to Commercial is not anticipated to cause impacts to public roads if traffic is handled appropriately.
4. Based upon information from the Assessor’s office, the business currently operating on site is not anticipated to have a detrimental impact on adjacent property values.
5. There have been other sites that have been rezoned to Commercial or Industrial out in the rural portion of the county that do not require existing infrastructure to function.
6. If the existing business is properly managed under a Conditional Use Permit, conditions could potentially be developed to prevent or mitigate impacts from the use.
7. The site has adequate sewage treatment facilities to accommodate the business currently operating on site, provided hours, days and/or employees are not expanded.

FINDINGS SUPPORTING DENIAL OF THE REZONING OF THE PROPERTY

1. The rezoning request is not consistent with the Dodge County Comprehensive Plan, as updated and amended.
 - A. The 1993 comprehensive plan does not identify this area for future commercial growth.
 - B. The update completed in 2001, which included urban expansion areas for the cities within Dodge County, does not include this area as identified as a future commercial growth area.
 - C. Although a Goal of the Comp Plan is to provide opportunities for commercial, industrial, and residential development, the applicant’s property is not located within an area that can be accommodated with urban services at this time. The City of Kasson has also expressed concerns with regards to fire protection due to the distance from the fire station and the presence of raw materials (lumber, paint, other chemicals) on site.

2. The site lacks existing infrastructure. There is currently no public water or sewer serving the site and public services are not planned for this area in the near future.
3. The City of Kasson has an Orderly Annexation Agreement with Mantorville Township for this area. This area is not identified for future commercial growth in the City of Kasson's comprehensive plan. The City of Kasson does not support the rezoning request per reasons stated in comments dated 11/13/13, which is included as part of the record.
4. The development in this area in Mantorville Township along County Road 34 is primarily showing a trend towards a Rural Residential development.
5. There is a relatively high density of dwellings located in this area, as opposed to other properties zoned Commercial that have been rezoned out in the rural portion of the county.
6. The adjacent and surrounding area is zoned Rural Residential and Agricultural. Some uses that are allowed within the Commercial Zoning District would not be compatible with the existing surrounding land uses, which are primarily residential and agricultural in nature.
7. The adjacent and surrounding area is zoned Rural Residential and Agricultural. Some of the uses that may be allowed within the Commercial Zoning District may have a detrimental effect on the property values.
8. The adjacent and surrounding area is zoned Rural Residential and Agricultural. Some of the uses that may be allowed within the Commercial Zoning District may affect the enjoyment of the surrounding properties and/or increase nuisance complaints.
9. The applicant has reasonable use of the property under the current Agricultural zoning of the property.

ZA #13-01 Approved
- Continued

Motion adopted unanimously.

Ms. DeVetter presented for the Board's consideration CUP #04-15 review.

CUP #04-15 Review
Approved

Motion by Allen seconded by Gray to approve of the following action of the Planning and Zoning Commission as reviewed on December 4, 2013 with the reasons, recommendations and conditions as found in the individual permit:

Stussy Quarry – CUP#04-15 review

James and Thomas Paulson/Stussy Construction are currently operating under CUP #04-15, most recently approved by the Dodge County Board on January 10, 2006. The use is required to meet the twelve (12) conditions of the CUP, and the Performance Standards of Section 16.38 (Mining-Nonmetallic) of the Dodge County Zoning Ordinance. The CUP#04-15 is valid for eight years (December 31, 2013).

The Planning Commission has reviewed the twelve conditions and recommends allowing the continuance of the existing approved and permitted quarry operation under CUP#04-15 for an additional eight years (to December 31, 2021).

CUP #04-15 Review
Approved -
Continued

1. All mining activity, including removing soil overburden, soil stockpiles, blasting, rock crushing, and rock stockpiling shall be confined to the property described in the Reclamation Plan dated November 25, 2005. Secondly, operations will be in accordance with the Permit Application dated June 16, 2004.
2. The Quarry shall obtain, and update when required, all county, state and federal permits including the Industrial Storm Water Management Permit, and the Groundwater Appropriation Permit.
3. The Quarry shall not increase the height or width of the existing berms on the east and south sides of the quarry, with the exception of grading to control erosion and the placement of topsoil to support vegetation.
4. Berms and stockpiles shall not exceed 25 feet in height and shall have slopes no greater than 34% (3:1) unless slopes are terraced or other approved methods are used to assure stable slopes that can be maintained for erosion control and weed control.
5. By September 10, 2006, all finished slopes on berms and stockpiles shall be covered with topsoil and seed in accordance to the specifications defined in the permit application.
6. By September 10, 2006, the height of the berm in the Northeast corner of the site shall be reduced to 25 feet or consistent with the height of the first terrace level of the berm.
7. Weeds and trees on the berms shall be controlled to prevent nuisance or safety concerns to neighboring properties and traffic on State Highway 57.
8. When any activity is planned in areas that are identified on the map as “hydric soils”, the quarry shall comply with the MN Wetland Conservation Rules before activities begin.
9. Prior to the sale or transfer of the property containing the old dump located in the area identified as “proposed park” (north of the haul road) on the Reclamation Plan Sheet dated 11/29/05, the owner shall provide the county and prospective buyer a description of the vertical and horizontal extent of the fill area, a description of the types of debris located within the fill area, and a description of the potential water quality impacts that may be associated with the old debris. Owner will conduct investigation in accordance with standards and practices recommended at the time.
10. This conditional use permit is valid for eight years (to December 31, 2021) and may be renewed by Board action. The permit may be renewed following staff review and approval by County Board of Commissioners.

11. The owner and operator of the Quarry shall allow government officials and staff on the property at any time during operating hours to conduct site inspections and document current conditions. Such access will only be granted if in compliance with OSHA, MSHA, and other safety rules. The owner and operator shall make every effort to assist government representatives to safely inspect the site.

12. Operator will make available to the County, within 30 days of the County's request, any or all of the seismograph reports for any explosive events within five years.

CUP #04-15
Approved -
Continued

Motion adopted unanimously.

Commissioner Gray directed Environmental Services staff to review and enforce the conditions for this CUP.

Ms. DeVetter discussed with the Board the appointment of Feedlot Advisory Board (FAB) members.

Feedlot Advisory
Board Members
Appointment
Approved

On December 31, 2013, the terms of the Feedlot Advisory Board will expire. Under the Dodge County Zoning Ordinance, these members may be eligible for reappointment by action of the County Board.

The three members currently serving on the FAB are Mark Moenning, Mike White and Galen Johnson. At this time, all three would like to be reappointed for a new term.

Motion by Allen seconded by Gray to approve and authorize the re-appointment of Mark Moenning, Mike White, and Galen Johnson to the Dodge County Feedlot Advisory Board for the 2014 term. *Motion adopted unanimously.*

Commissioner Erickson thanked these volunteers for stepping up and volunteering on this Board.

The Zoning Administrator discussed with the Board the appointment of the Planning Commission members.

Appointment of
Planning Commission
Members Discussed

On December 31, 2013, the terms of four members of the Planning Commission will expire. Under the Dodge County Zoning Ordinance, these members may be eligible for reappointment by action of the County Board.

Of the four members, Darrin Durst, Harlan Buck and Galen Johnson would like to be reappointed for a new term to the Planning Commission.

Based upon conversation with Gene Hallaway on December 3, 2013, he will not be applying for reappointment. As a result, Commissioner Erickson will need to appoint an individual to represent Westfield and Ripley Townships on the Planning Commission.

It was the consensus of the Board that the re-appointments to the Dodge County Planning Commission are acceptable and to appoint a new member to replace Mr. Hallaway. The appointments will officially be approved at the statutory meeting on January 7, 2014. The first meeting of the year for the Planning Commission will take place on January 8, 2014.

Appointment of
Planning Commission
Members Discussed
- Continued

Motion by Allen seconded by Gray to re-appoint Darrin Durst, Harlan Buck and Galen Johnson to the Dodge County Planning Commission as recommended.
Motion adopted unanimously.

Mr. Elmquist discussed the 2014 budget with the Board.

2014 Budget
Discussion

Included in the Board packet was a resolution, budget, and presentation in regards to Dodge County setting its final levy for the 2014 annual budget. The preliminary budget was set at 5.54% with the understanding that the levy would be reduced further with certification at this meeting; the final proposed levy is 2.5%.

Mr. Elmquist noted that this discussion was scheduled during the regular meeting in hopes that the County Administrator may ascertain if there are any issues he will need to resolve prior to the budget certification this evening. There were immediate reductions to Human Services (increase to Federal IV-E revenue, and a reduction in Child family – 710) and the Sheriff's Department (removal of camera system capital item). There were a few changes at the Board's recommendation in Outside Agency funding, most notably, SWCD funding was reduced to \$90,000.

Lastly, at the last meeting, the Sheriff asked for capital items and staff to be paid in 2013 with savings he foresees in the 2013 budget, with the understanding to implement these previous requests into the 2014 budget without a levy change. The Sheriff has made those changes (not including the cameras) and is asking for his remaining balance at the end of 2013 be carried over as fund balance in 2014. This is reflected in the budget.

Concern was expressed regarding the purchase of additional vehicles and additional personnel. Mr. Elmquist reminded the Board that all capital purchases and requests to increase staff will have to go before the Board for approval.

Commissioner Gray presented a summary of the Human Services Committee report and action items.

Human Services
Committee Report

The Board reviewed the Human Services Director's request to approve a contract with Family Services of Rochester for provision of supervision for child and family social services for calendar year 2014.

Contract with Family
Service Rochester
Approved by
Resolution #2013-51

Commissioner Gray offered the following resolution (#2013-51), seconded by Commissioner Allen:

Agreement for Provision of Supervision of Child and Family Social Services Staff and Activities Between Dodge County Human Services and Family Service Rochester

Dodge County Human Services, 22 6th Street East, Department 401, Mantorville, Minnesota 55955 (hereinafter referred to as DODGE COUNTY) and **Family Service Rochester, Incorporated**, 1110 6th St NW, Rochester, MN 55901 (hereinafter referred to as FAMILY SERVICE ROCHESTER), enter into this Agreement for the period from **January 1, 2014 through December 31, 2014**, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of Section 2.

Contract with Family Service Rochester
Approved by Resolution #2013-51
- Continued

WHEREAS, Dodge County is obligated under Minnesota Statutes, 2011, Chapters 245, 256F, 260, 260A, 260C, and 626, and Minnesota Statutes, 2011, Sections 256J.54, 257.33 to provide children’s mental health services, child protection, child welfare services, and adoption services; and

WHEREAS, Dodge County is obligated under Minnesota Statutes 2011, chapters 245A, 245C, and Minnesota Statutes, 2011, Section 119B.125, to conduct licensing actions for foster care providers serving children and family child care providers; and

WHEREAS, Dodge County desires to have supervision of child and family social services staff and activities by a person experienced in both supervision and the subject-matter to aide in managing day-to-day activities, training of new staff, and addressing complex program issues and changes, including the application of the Minnesota Child Welfare Practice Model; Signs of Safety strength-based, safety-organized approach; and other best practices; and

WHEREAS, Dodge County was unsuccessful in recruiting a candidate for the supervision of child and family social services staff who had experience in both supervision and the subject-matter; and

WHEREAS, Family Service Rochester has on staff a supervisor of child and family social services activities with knowledge and experience in supervising and administering child and family social services activities with the application of the Minnesota Child Welfare Practice Model, Signs of Safety approach, and Advanced Best Practices for Child Protection Services and is able to hire a supervisor of child and family social services activities with knowledge and experience in administering child and family social services activities with the application of the Minnesota Child Welfare Practice Model, Signs of Safety approach, and Advanced Best Practices for Child Protection Services; and

WHEREAS, Dodge County contracts with South Central Human Relations Center, Owatonna, Minnesota, for the provision of case management services targeted to children with mental health needs (hereinafter referred to as CMH-TCM) and the provision of clinical supervision of such case managers; and

WHEREAS, Dodge County provides the operational supervision of said case managers by a supervisor of adult and disability social services; and **WHEREAS**, DODGE COUNTY desires to have said case managers supervised by child and family social services supervisor(s) in order to align the practice models of case managers and social workers serving predominately children; and

WHEREAS, Family Service Rochester is currently –and has been for many years- under contract with Olmsted County Community Services to provide child protection and welfare services; and

Contract with Family Service Rochester
Approved by Resolution #2013-51
- Continued

WHEREAS, Family Service Rochester has the capacity, interest, and willingness to develop expertise in the supervision of CMH-TCM; and

WHEREAS, purchasing supervision from an entity that is currently providing supervision and provision of child welfare services under contract with another county will help inform how best to manage further inter-county integration of human services including child and family services.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

Section 1. Responsibilities.

- (a) Family Service Rochester shall provide time and effort of a one-and-one-half full-time equivalent Child and Family Social Services Supervisors to Dodge County, as follows:
 - (i) Time working on behalf of Dodge County conducting activities in accordance with Attachment A; and
 - (ii) Paid time off authorized by Family Service Rochester within the normal scope and quantity for a Family Service Rochester employee.
- (b) Family Service Rochester shall provide a smart cell phone to the Child and Family Social Services Supervisor(s), and management oversight as the employer of record.
- (c) Dodge County shall also provide management oversight directly and through a contracted party to the Child and Family Social Services Supervisor(s) while that Supervisor(s) is providing services to Dodge County. Parties understand and agree that any job performance concerns had by Dodge County will be discussed with the Family Service Rochester management contact cited in Section 14, who will be responsible for effecting any changes necessary to match such performance with the expectations outlined in this Agreement.
- (d) Dodge County shall provide the Child and Family Social Services Supervisor(s) with office furnishings, fixtures, equipment excluding a smart cell phone, and space as necessary for the provision of services in Section 1.a.

- (e) Dodge County shall provide the Child and Family Social Services Supervisor(s) with remote access to Dodge County computer systems, subject to Dodge County's acceptable use and remote access security policies.
- (f) Dodge County shall provide consideration in accordance with Section 3.

Contract with Family Service Rochester
Approved by Resolution #2013-51
- Continued

Section 2. Term and Conditions of Agreement; and Modifications.

Effective period. The Agreement shall be effective on January 1, 2014 through December 31, 2014, and/or shall remain in effect until a new contract is signed by both parties or terminated under provisions of this section

Modification of Agreement. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

- (i) Vacancy or extended leave of Supervisor(s) position(s). In the event the position(s) of Child and Family Social Services Supervisor is vacated or a leave of absence greater than thirty (30) working days occurs, this Agreement may be temporarily suspended upon written notice delivered by mail or in person to the management contact of the other party as listed in Section 14, unless an alternative arrangement is in place in a manner that otherwise meets the terms of this Agreement.
 - (ii) Key deliverables. A written set of key deliverables may be appended to this Agreement by signature of the management contacts for each party as listed in Section 14.
- (a) Cancelation with or without cause. Either party may cancel this Agreement at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person to the management contact of the other party as listed in Section 14.
 - (b) Renewal. Before the termination date specified in paragraph (a) of this section of this Agreement, Dodge County may evaluate the contract performance of Family Service Rochester and determine whether such performance merits renewal of this Agreement.
 - (c) Limitation on claims. No claim for services furnished by Family Service Rochester not specifically provided in the Agreement will be allowed by Dodge County, nor must Family Service Rochester do any work or furnish any material not covered by the Agreement, unless this is approved in writing by both parties, in accordance with paragraph (b) of this section.

- (d) Termination in absence of funding. It is understood and agreed that in the event the funding to Dodge County from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services purchased under this Agreement, the obligations of each party hereunder shall be terminated.

Contract with Family
Service Rochester
Approved by
Resolution #2013-51
- Continued

Section 3. Consideration.

- (a) Dodge County shall pay for the provision of services in accordance with Section 1 as follows, not to exceed a total of \$152,588:
- (i) Up to \$94,645 for salaries; and
 - (ii) Up to \$28,535 for benefits; and
 - (iii) Up to \$25,729 for management and administrative overhead; and
 - (iv) Up to \$679 for training; and
 - (v) Up to \$3,000 for transportation at a rate of \$0.485 per mile.
- (b) Payment for the provisions listed in (a)(i) to (a)(vi) of this section shall be prorated based on the days service is provided in the applicable billing period in relation to the contract period.
- (c) Family Service Rochester shall submit an invoice for payment at least one time per calendar quarter and no more than thirty days following the end of the calendar quarter in which services were provided in accordance with this Agreement.
- (d) Dodge County shall pay Family Service Rochester within thirty days of receipt of a complete and proper invoice.
- (e) Dodge County shall claim federal financial participation as appropriate for payments made in accordance with this Agreement.

Section 4. Provider Qualifications and Training.

- (a) Qualifications. The Child and Family Social Services Supervisor(s) shall meet the qualifications set forth in the job description incorporated in Attachment A, except shall not be required to be Merit System eligible. [Training requirements described in Attachment B....training on CMH-TCM and other related to CMH.]

- (b) Training. Training for the Child and Family Social Services Supervisor(s) shall be paid for by Family Service Rochester, except as otherwise provided by Dodge County or by other mutual agreement that is reduced to writing and appended to this Agreement by signature of the management contacts for each party as listed in Section 14.

Contract with Family Service Rochester
Approved by
Resolution #2013-51
- Continued

Section 5. Bonding, Indemnity and Insurance.

- (a) Bonding. Family Service Rochester shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$50,000 covering the activity of each person authorized to receive or distribute monies under this Agreement.
- (b) Indemnity. Family Service Rochester does hereby agree that it will defend, indemnify, and hold harmless Dodge County against any and all liability, loss damages, costs and which Dodge County may hereafter sustain, incur, or be required to pay:
- (i) By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by Family Service Rochester, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted for by Family Service Rochester or any officer, agent, or employee thereof; or
 - (ii) By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person during any time when Family Service Rochester or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
 - (iii) By reason of any negligent act or omission or intentional act of Family Service Rochester, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services under this Agreement.
- (c) Insurance: Family Service Rochester further agrees, in order to protect itself and Dodge County under the indemnity Agreement provision above, it will at all times during the term of the Agreement, have and keep in force a general liability insurance policy in the amount of \$1,500,000 for bodily injury or property damage to any one person and for total injuries or

damages arising from any one incident. Dodge County must be named an additional insured and shall be sent a certificate of insurance on an annual basis. Family Service Rochester must also maintain workers compensation insurance per statutory requirements. If applicable, Family Service Rochester must also maintain professional liability insurance with a minimum aggregate amount of \$2,000,000.

Contract with Family Service Rochester
Approved by
Resolution #2013-51
- Continued

Section 6. Audits, Records, and Disclosures.

- (a) Record retention. Family Service Rochester shall maintain all records pertaining to this Agreement at Family Service Rochester's place of business for six years for audit purposes.
- (b) Record access. Family Service Rochester shall allow personnel of Dodge County, Minnesota Department of Human Services, Minnesota State Auditor, Minnesota Office of Legislative Auditor, and the United States Department of Health and Human Services to access Family Service Rochester's facility(ies) and records and to copy program and fiscal records at reasonable hours to exercise their responsibility to monitor publicly funded expenditures.
- (c) Audit. Family Service Rochester agrees that within six (6) months of the close of the fiscal year an audit will be conducted by a certified public accounting firm. A copy of the audit along with a management letter must be submitted to the Dodge County Management contact identified in Section 12.
 - (i) If applicable, Family Service Rochester shall conduct the audit to meet the requirements of the Single Audit Act Amendments of 1996, P.L. 104-156 and Office of Management and Budget, Circular No. A-133.
 - (ii) Dodge County reserves the right to review audits in depth. If it is determined that Family Service Rochester's total equity balance is greater than 25 percent of their budget, County staff may meet with agency staff to review the circumstances.
- (d) Disclosures. Within thirty (30) days, Family Service Rochester shall inform the Dodge County management contact identified in Section 12 of:
 - (i) Changes in ownership, organizational structure, board of director membership, and /or chief operating officers.
 - (ii) Current or expected inability to provide the quality or quantity of services under this Agreement.

Upon such notice, Dodge County and Family Service Rochester shall determine whether such inability will require a modification or cancellation of the contract.

Contract with Family
Service Rochester
Approved by
Resolution #2013-51
- Continued

Section 7. Contractor Debarment, Suspension, and Responsibility Certification.

Federal Regulations at 45 CFR 92.35 prohibit Dodge County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or Dodge County. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. By signing this contract the Family Service Rochester certifies that they are in compliance with these regulations.

Section 8. Safeguard of Client and Employee Information.

- (a) The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of Dodge County's or Family Service Rochester's responsibility with respect to the services purchased hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.
 - (i) The individual employed by Family Service Rochester who is designated to assure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Section 13.46, subdivision 10, paragraph (d) shall be Brad Lohrbach.
 - (ii) Family Service Rochester agrees to defend, indemnify, and save and hold Dodge County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation or any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this section of this Agreement.
 - (iii) To the extent that Family Service Rochester performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of Dodge County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR § 160.103, Family Service Rochester is a business associate of Dodge County for purposes of the Health Insurance Portability

and Accountability Act of 1996. Family Service Rochester agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164), (collectively referred to as "HIPAA").

Contract with Family Service Rochester
Approved by
Resolution #2013-51
- Continued

Section 9. Equal Employment Opportunity and Civil Rights and Nondiscrimination.

Family Service Rochester agrees to comply with the Civil Rights Act of 1964, Title VII, 42 U.S.C. 2000e, including Executive Order No. 11246, Title VI, 42 U.S.C. 2000d, 42 U.S.C. § 12101, et seq. ("ADA"), 28 C.F.R. § 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973, and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, 363.01 et seq.

Section 10. Contract Disputes.

(a) Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement shall be subject to negotiation and Agreement by the DODGE COUNTY management contact identified under Section 12. A written copy of the determination will be provided to FAMILY SERVICE ROCHESTER and will be deemed final copy and conclusive unless, within thirty (30) days from the date of receipt of such copy, FAMILY SERVICE ROCHESTER furnishes to the DODGE COUNTY Management contact a written appeal addressed to DODGE COUNTY. The decision of DODGE COUNTY for the determination of such appeals shall be through the Management contact and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In conjunction with any appeal proceeding under this clause, the Family Service Rochester shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Family Service Rochester shall proceed diligently with the performance of the Agreement.

(b) This disputes clause does not preclude consideration of questions of law.

Section 11. Subcontracting.

(a) Family Service Rochester shall not enter into subcontracts for performance of any of the services contemplated under this Agreement nor assign any interest in the Agreement without the prior written approval of Dodge County and subject to such provisions as Dodge County may deem necessary.

- (b) All subcontractors must be subject to and must meet all of the requirements of this contract.
- (c) Family Service Rochester must ensure that any and all subcontracts to provide services under this contract must contain the following language:

Contract with Family Service Rochester
Approved by
Resolution #2013-51
- Continued

“The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from Family Service Rochester reasonable attorney’s fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity:”

- (d) Family Service Rochester agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

Section 12. Independent Contractor.

- (a) It is agreed that nothing contained in this Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with Dodge County and Family Service Rochester, nor shall Family Service Rochester, its employees, agents, and representatives be considered employees of Dodge County.
- (b) Family Service Rochester represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Family Service Rochester or other persons, while engaged in the performance of any work or services required by Family Service Rochester under this Agreement, shall have no contractual relationship with Dodge County and shall not be considered employees of Dodge County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Family Service Rochester, its officers, agents, contractors, or employees shall in no way be the responsibility of Dodge County; and Family Service Rochester shall defend, indemnify, and hold Dodge County, its officers, agents, and

employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from Dodge County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, paid time off, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.

Contract with Family
Service Rochester
Approved by
Resolution #2013-51
- Continued

Section 13. Default.

- (a) Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delays or defaults caused by public carriers which cannot reasonably be forecast or provided against.
- (b) Unless Family Service Rochester's default is excused under the provisions of this Agreement, Family Service Rochester, after receipt of notice by Dodge County, Management contact of any of the following conditions or other circumstances warranting cancellation of this Agreement, shall have ten (10) days (or such longer period as Dodge County may authorize in writing) after receipt of notice from Dodge County to cure the specified failure:
 - (i) If Family Service Rochester fails to provide services called for by this Agreement within the time specified herein or any extension thereof: or
 - (ii) If Family Service Rochester is in such financial condition so as to endanger the performance of this Agreement; or
 - (iii) If Family Service Rochester fails to perform any of the other provisions of this Agreement, or so fails to prosecute the work as to endanger performance of this Agreement in accordance with its terms, or
 - (iv) If it is discovered that material misrepresentations were made by Family Service Rochester as to conditions relied upon by Dodge County which purported to exist by the terms of this Agreement and all exhibits and documents attached hereto and incorporated by reference.

- (v) If Family Service Rochester fails to cure the specified condition after notice within the prescribed period of time, then Dodge County may upon written notice immediately cancel the whole or any part of this Agreement.

Contract with Family Service Rochester
Approved by
Resolution #2013-51
- Continued

- (c) Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by Dodge County’s Management contact and attached to the original Agreement.
- (d) The rights and remedies of Dodge County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Section 14. Management Contacts.

- (a) The management contact for Family Service Rochester is Jane Buffie, or her successor, Director of Program Operations, Family Service Rochester, 1110 6th Street NW, Rochester, MN 55901, (507) 287-2040 or jbuffie@familyservicerochester.org.
- (b) The management contact for Dodge County is Jane Hardwick, or her successor, Director, Dodge County Human Services, 22 6th Street East, Department 401, Mantorville, MN 55955, (507) 635-6170 or jane.hardwick@co.dodge.mn.us.

Resolution adopted unanimously.

The County Attorney left the meeting at 11:16 a.m. CST.

County Attorney Left Meeting

Commissioners provided their agency reports. Commissioner Allen attended a Zoning meeting. Commissioner Erickson attended a Regional Radio Board meeting, a Dodge County Planning meeting, a Quality Assurance Committee meeting and an AMC Conference. Commissioner Gray attended a Dodge County Board meeting, a Passenger Rail Forum, a Dodge County Historical Society meeting, a Dodge County Parks and Trails meeting, a Dodge County Planning Commission meeting, a SEMREX meeting and an AMC Conference. Commissioner Peterson was not available to report his meeting attendance.

Agency Reports

The Chair recessed the meeting at 11:19 a.m. CST.

Meeting Recessed

The Chair reconvened the meeting at 6:30 p.m. CST.

Meeting Reconvened

The Chair explained that the County Administrator will present the 2014 county budget and recommended final levy.

2014 Proposed
Budget and Tax Levy
Presentation

Mr. Elmquist presented the overall budget breakdown for 2014, departmental levy changes, the overall budget history, the sales tax exemption, an explanation of revenues and fund balance and demonstrated what overall tax capacity looked like in 2014.

The Chair asked for questions from the audience.

There was a question for how overall agricultural sales were determined, a question as to how tax capacity effects the budget, and if the budget were approved, what that means going forward in 2014 when purchasing major items or hiring employees.

Commissioner Allen offered the following resolution (#2013-52), seconded by Commissioner Peterson:

2013 County Budget
Adopted by
Resolution #2013-52

2014 Dodge County Budget

WHEREAS, Minnesota Statute 275.07 requires the County Board to certify the final budget to the County Finance Director on or before five working days after December 20th each year; and

WHEREAS, the Dodge County Board of Commissioners, department heads and staff have conducted a lengthy and detailed budget process; and

WHEREAS, the County Board considered all funding requests, correspondence and information submitted during the budget development process and said proposed budget represents the best efforts to provide sound financial management and planning for Dodge County.

NOW THEREFORE BE IT RESOLVED, that the Dodge County Board of Commissioners approves the following 2014 budget totaling \$25,362,267. The 2014 expenditures, revenues and levy requests by fund are detailed below:

Fund	2014 Expenditure	2014 Revenues/ Fund Balance	2014 Final Tax Levy
Revenue	\$10,909,018	\$3,453,494	\$7,455,524
EDA/HRA	\$27,600	\$600	\$27,000
Environmental Quality	\$1,865,496	\$1,636,318	\$229,178
Highway	\$6,410,898	\$4,952,001	\$1,458,897
Human Services	\$5,553,005	\$3,551,075	\$2,001,930
Capital Projects	\$596,250	\$0	\$596,250
Ditches	\$0	\$0	\$0
TOTALS	\$25,362,267	\$13,593,488	\$11,768,779
		County Program Aid	\$734,004
		Final Net Tax Levy	\$11,034,775

Resolution adopted unanimously.

Motion by Gray seconded by Peterson to adjourn the meeting at 7:02 p.m. CST.
Motion adopted unanimously.

Meeting Adjourned

The next meeting of the Dodge County Board of Commissioners will be held on
December 24, 2013 at 9:30 a.m. CST.

Next Regular
Meeting

ATTEST:

DAVID ERICKSON
CHAIR, COUNTY BOARD

BECKY LUBAHN
DEPUTY COUNTY CLERK

DATED: