

Board of Commissioners

315 Tenth Street
P.O. Box 757
Worthington, MN 56187-0757



Phone: 507-295-5201
Fax: 507-372-8363
administration@co.nobles.mn.us

“In cooperation with our citizens, we improve the quality of life for individuals, families and communities by fostering a healthy economy and environment.”

“Looking Forward with Purpose”

COUNTY BOARD – PROPOSED ADDENDUM
TUESDAY, JANUARY 05, 2020, 9:00 A.M.
NOBLES COUNTY BOARD ROOM

7.0 Department Presentations

- 7.4 Recorder – Thelma Yager
 - A. Agreement Extension

8.0 Administration Presentations

- 8.4 Additional Citizen Applications
- 8.7 Auditor-Treasurer / Recorder Remodel
- 8.8 Elected Officials Post-Retirement Benefit



"In cooperation with our citizens, we improve the quality of life for individuals, families and communities by fostering a healthy economy and environment."

"Looking Forward with Purpose"

COMMISSIONER BRIEFING

**CONTRACT EXTENSION
RECORDER – THELMA YAGER
5 minutes**

Issue:

60 days could be necessary for Hunter to sort out both legends, and the time allows Hunter to change certain aesthetics about the map, such as font color, font size, and color of the plats so the map will then be aesthetically pleasing and professional for the recorder's office.

Discussion:

The following tasks are meant to still be performed by the contractor:

1. Connect fields and tables of feature layers to connect for the data driven pages.
2. Connect feature layers by data driven pages to the main legend to project plats by color and numerical value.
3. Connect data within fields to the small legend above the title to project both city and section of shown page (section).
4. Change fonts, font color, font size, and plat color to cartographic aesthetics so numbers and letters are shown.
5. Connect plat colors of the County Plats map (currently working) and the Worthington Plats map (finished).
6. Reassemble and rename feature layers to allow recorder's office precisely update/change the section, city, and main legend when changing the data driven pages.
7. Delete/clean unnecessary feature layers carried over by the Worthington Plat map, which were used to copy over data for the new County Plat map.

Options:

Approve the extension

Choose not to approve the extension

Recommendation:

Approve the extension.

Professional Service Agreement

THIS AGREEMENT is made and entered into by and between the County of Nobles, State of Minnesota, through the Nobles County Recorder's Office (Department), P.O. Box 757, Worthington, Minnesota, and, Hunter Heitkamp, (Contractor) 2477 Overlook Rd Apt. LM105, Cleveland Heights, OH 44106

WHEREAS, the County, through the Department, wishes to purchase the services of Contractor as Mapping Data Input; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements set forth in this Agreement, the County, through the Department, and the Contractor agree as follows:

1) Term and Cost of the Agreement

Contractor agrees to provide the Purchased Services described below for the period of January 5, 2021 until completed no more than 60 days regardless of the date of the signatures below.

Contractor shall be paid an hourly rate of \$14.00. There is no guaranteed minimum number of hours that will be paid under this Agreement.

The parties agree that services and payment described herein may continue on the same terms set out herein for a period not to exceed 30 days from the termination date set out above. That is to accommodate any work that has been referred during the contract period but that might not have been completed within the contract period.

2) Purchased Services

Contractor agrees to perform support tasks as assigned by the County Attorney. These services are referred to in this Agreement as Purchased Services.

Contractor and County acknowledge that Contractor is contracted to provide transcriptionist services to the County during the term of this Agreement. The parties acknowledge that during the term of this Agreement, any transcripts prepared by Contractor may be billed at the hourly rate provided for in this Agreement. To the extent this Agreement and the prior transcriptionist contract conflict, this Agreement controls.

3) Payment for Purchased Services

At the end of each month, the Contractor will submit an invoice detailing the matters she worked on and the hours worked. The Department will submit that claim for payment

through the County. Payment for Purchased Services shall be made directly to the Contractor by the County from the Compliance Fund.

4) **Independent Contractor Status**

At all times and for all purposes hereunder, Contractor shall be an independent contractor and not an employee of the County for any purpose. Nothing 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 Nobles, including but not limited to, workers' compensation, health/death benefits, and/or 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, will 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 the Purchased Services. Contractor will also give the Department reasonable notice of when Contractor will be unavailable to provide Purchased Services.

5) **Indemnification and Insurance**

The Contractor will defend, indemnify and hold harmless the County, the Department, and their officers and employees against any and all liability, loss, costs, damages and expenses which the County, the Department, or their officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Agreement.

6) **Security Measures/Data Practices**

The Contractor will be provided a County-owned laptop for the purposes of providing the Purchased Services. The Contractor agrees to follow all County rules and policies concerning remote access and data privacy, and will execute a remote access agreement for that purpose.

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Contractor because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

7) **Records-Availability and Retention**

Pursuant to Minn. Stat. § 16C.05, subd. 5, the Contractor agrees that the County, the Department, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonable deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement.

Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8) **Merger and Modification**

- a) This document contains the entire Agreement between the parties and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b) Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9) **Default and Cancellation**

- a) If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Contractor's default is excused, the County, through the Department, may, upon written notice to the Contractor at the address listed above, immediately cancel this Agreement in its entirety.
- b) This Agreement may be cancelled with or without cause by either party upon 30 days' written notice to the other party at the address listed in the opening paragraph to this Agreement.

10) **Subcontracting and Assignment**

Contractor shall not enter into any subcontract for performance of any services contemplated under this Agreement.

Agreeing to all these terms, authorized representatives of the parties have signed below.

Dated: _____

Nobles County Board Chair

Dated: _____

Thelma Yager, Nobles County Recorder

Dated: _____

Hunter Heitkamp

APPLICATION CITIZEN ADVISORY COMMITTEE/BOARD APPOINTMENT

Name: John H. Penning
 Address: 4016 6th Avenue
Wilmont Mn. 56185
 Phone # Home 507 926-5305 Work 507-370-3941
 E-mail Address jpenningmn@gmail.com
 Employer Self employed
 Employer's Address _____

How long have you lived in Nobles County? 1966-1969
My whole life (except US Army)
 What Commissioner District do you live in? District 2 Gene Metz

What Committee(s)/Board(s) are you interested in serving on?
Zoning Board of Appeals

Are you related to any Nobles County Commissioner or to any member on the Committee in which you are interested? If so, give name and relationship.
No

SEE ATTACHED

What background, skills, interests, and/or experience would you bring to this committee/ board that will help in achieving its objectives? (Attach additional pages, if necessary)
Gr. up on livestock on grain farm (Peter, when from early 80s)
Enlisted in US Army (Pow Exon) Dec 1965 - Apr 17 - en. and June 1966 Aug 17
Deployed to Vietnam. SEE ATTACHED. 17 - serve there Feb 1969 Com. to Engineer
and about 19 men. After my return. Promoted mostly. succeeded
action. retention because of our knowledge of our sub. maintenance
exp. in. Once home from Vietnam I worked part time for my
Dad doing corn shelling and truck. I worked nights.

Are you currently serving on any other Nobles County Citizen Advisory Committee/Board? If so, name of the Committee/Board:
Nobles Planning and Zoning Advisory Commission

PERSONS WITH DISABILITIES ARE ENCOURAGED TO APPLY
 RETURN THIS COMPLETED APPLICATION FORM TO:
 Nobles County Administration
 Nobles County Government Center
 P.O. Box 757
 Worthington, MN 56187
 Fax 507-372-8363
administration@co.nobles.mn.us

This application will be kept on file for 12 months.

1 of 2

Mom says has
this on fileJOHN H. PENNING BACKGROUND

Born and raised on a grain and livestock farm at Wilmont, MN.

Pre=enlisted in the Army in December of 1965 and left for a 3 year enlistment in June of 1966.

I was trained (after basic training) as a Heavy Equipment Mechanic at Ft Belvoir Virginia. I did well in the course and was assigned to an advanced course that I completed.

I was again assigned to Ft Leonard, Missouri where I was excess personal, so I took a small arms course and became the company armor specialist. We had 80, M-14 rifles (no Ammo) and a one 45 caliber with ammo. I wore that twice a month to guard the payroll officer and cash. We were paid in cash in those days.

The Army approached me to go back to more training to become a chopper pilot. 18 months of school and then 6 years. So, at this point I learned to say NO.

So, it wasn't long and I had orders for Viet Nam, which was about where most of us ended up going in that time frame. That was in July of 1967. I was assigned to the 27th Combat Engineers as a 62B20 or maintenance where I got to do Lots of things besides maintenance. Those included Ambush Patrols, Listening Patrols, Lots of night time bunker duty some convoy duty and I learned all about being scared.

Then, I transitioned into an area where I was not ARMY trained. I became the clerk of our Battalion Maintenance. I could type pretty well and knew a little of parts and maintenance and all such and being "strack", (We or I was responsible for being strack) or knowing what was in what condition and available for whatever. I had a Royal type writer and lots of carbon paper but no thin paper and needed 7 copies of everything or so it seemed. Knowing what I do now, I would have killed for a word processor as we know them today with a copy machine and E-Mail would have been great.

My office was the left side of our Machine shop semitrailer. The trailer sides folded, ½ up and ½ down and had canvas zip sheets as a wall. I had a field desk, kind of like a big two drawer file in size. No phone or intercom or "pinups" (no Room)!

I also got to do all the rosters, promotions and commendations paperwork. I had most of the names memorized, being one of the few old guy left after I extended and kind of got to be the go too guy. I was brought up kind of strict, did all right in the army and was and am proud of my time served. I have served as the Officer of the Day at/with the VFW in Wilmont for 40 plus years.

After I got out of the service I got to work for my Dad (for Free with housing) during the day and nights at Bob's truck stop in Worthington pumping fuel and doing whatever else needed to be done. Dad thought I had to much free time one my hands.

Then I started farming in 1970, and doing custom machine work with Dad and started my own livestock enterprises (cattle and Hogs). Then Dad died in Jan 1972 and I brought by brothers on board.

In about 1973, I was nominated and elected to serve on the Elevator Board in Wilmont. I also was nominated and served on two other boards that had associations with the Wilmont Elevator Co., those being the Centrol Agronomy Board and the 5 Star Federated Fertilizer board. I served until 1999 in various capacities and attended Board Training events to better serve the people I was chosen by.

2 of 2

In here, like in 1977, I married a readymade family whom I adopted and we started adding to it in 1978. Both my wife and I were from larger families and I guess the house wasn't full enough so we got involved as a foster home for Catholic Social Services and then for Nobles County with longer term placements of young preschool and some grade school. We did different types of placements over the years. Some were very rewarding, some very difficult. There were many good times and some not so good. Our own kids learned to help out and did not always think their sacrifices were appreciated, but they all lived through it, learned from it and maybe appreciate that experience more to day.

I also served as the FMHA (Farmers Home Administration) board for Nobles County for a number of years under Maynard Townswick.

I attended Vets Ag Schooling under Rolf Mahlburg in the late 1970's. This was under the GI bill and was farm related in management, crops and all related, some maintenance and a lot of good BS with all us old guys and a young Teacher! Good memories! Rolf once said that he learned as much as we did!

I was nominated and served on the Nobles County Coop oil board and when we merged with OCCO in Sibley, I was elected to serve on that board (Now Cooperative Energy Co). I still serve on that board. While serving on these Coop Oil Company Boards I have taken in many learning events put on by CHS (Cenex Harvest States), Iowa Institute for Cooperatives, and Co-Bank events.

I also serve on the Nobles County Planning Advisory Commission and have attended training events that are recommended.

Our farm operation has been moving and modernizing for the last 40 plus years and have changed with the times and have worked with the various agencies and departments from the townships on up over the years and learned as we went. So, I feel I have at least good basic knowledge of the areas that this board will be looking at.

I still farm and raise livestock with my brothers and two sons and will be learning and adjusting more into the future.

John H. Penning

John

All of background is mostly the same except I don't do show animals since I had my heart Bypass Surgery in 2019 and Im still Covid free

APPLICATION
CITIZEN ADVISORY COMMITTEE/BOARD APPOINTMENT

Name: David Finch
Address: 13222 Heigelroth Ave
Wilmont Mn 56185
Phone # Home _____ Work Cell 507-370-1740
E-mail Address dofinch@yahoo.com
Employer self employed
Employer's Address _____
How long have you lived in Nobles County? 64 years
What Commissioner District do you live in? District 2

What Committee(s)/Board(s) are you interested in serving on?
Heron Lake Watershed District

Are you related to any Nobles County Commissioner or to any member on the Committee in which you are interested? If so, give name and relationship.
No

What background, skills, interests, and/or experience would you bring to this committee/ board that will help in achieving its objectives? (Attach additional pages, if necessary)
I farmed for 25+ years and own + operate Pro-Cut Lawn + Hydroseeding for 21 years. I communicate with customers on a daily basis. I served on the HLEWD board about 20 years ago. I would be interested in serving again because of my interest in conservation and agriculture working together. I am very familiar with the watershed + look forward to be able to work with the HLEWD board and the people in the District.

Are you currently serving on any other Nobles County Citizen Advisory Committee/Board? If so, name of the Committee/Board:
No

PERSONS WITH DISABILITIES ARE ENCOURAGED TO APPLY
RETURN THIS COMPLETED APPLICATION FORM TO:
Nobles County Administration
Nobles County Government Center
P.O. Box 757
Worthington, MN 56187
Fax 507-372-8363
administration@co.nobles.mn.us

This application will be kept on file for 12 months.

APPLICATION

CITIZEN ADVISORY COMMITTEE/BOARD APPOINTMENT

Name: Megan Prins
Address: 1805 S Shore Dr Worthington MN 56187
Phone # Home 360-1793 Work 370-4136
E-mail Address meganlou_99@yahoo.com
Employer Bedford Industries
Employer's Address 1659 Rowe Ave Worthington MN 56187
How long have you lived in Nobles County? 22 years
What Commissioner District do you live in? 4th Bob Demuth

What Committee(s)/Board(s) are you interested in serving on?

Extension Committee

Are you related to any Nobles County Commissioner or to any member on the Committee in which you are interested? If so, give name and relationship.

No

What background, skills, interests, and/or experience would you bring to this committee/ board that will help in achieving its objectives? (Attach additional pages, if necessary)

Experience on a number of boards (4-H advisory; American Lutheran Church)
4-H knowledge and affiliation as a member, parent & leader
for many years
Member of Special Olympics local Board & Early Risers Kiwanis
→ I feel strongly about what the youth can gain from the
4-H program & how the community benefits from the Extension
programs in our community

Are you currently serving on any other Nobles County Citizen Advisory Committee/Board? If so, name of the Committee/Board:

No

PERSONS WITH DISABILITIES ARE ENCOURAGED TO APPLY

RETURN THIS COMPLETED APPLICATION FORM TO:

Nobles County Administration
Nobles County Government Center
P.O. Box 757
Worthington, MN 56187
Fax 507-372-8363
administration@co.nobles.mn.us

This application will be kept on file for 12 months.

ATTENDANCE POLICY

An appointee who is absent for three consecutive meetings or 50% of the meetings automatically forfeits membership on the committee and the position becomes vacant until the County Board takes action to fill the vacancy. The automatic removal requirement applies during the term of appointment and covers any consecutive 12-month period of time.

The policy provides no accommodation for an "excused" absence or absences with prior notice. Any absence (excused/un-excused) qualifies for the purposes of this policy.

Where an "individual or his/her designee" is appointed to a committee, either person may be noted as present. If an appointee will be absent from a meeting, he/she cannot send someone to vote in his/her place unless the appointment also included "or his/her designee." When an appointee does not have an approved "designee" and the appointee sends someone to take the appointee's place at a meeting, the appointee will be marked as absent (this may vary by Committee and at County Board discretion).

County staff is to notify the County Administrator if an appointee has excessive absences, in accordance with this policy. The County Administrator, after consulting with the Board Member from the district of the appointee or with all members in case of an at-large appointment, notifies the appointee (in writing) that he/she has missed three meetings and has forfeited membership on the committee. Solicitation of candidates for filling vacancies as a result of removal of an appointee is handled through the Open Appointments Policy. An individual who has been removed may be reinstated as a member upon recommendation by a Board member and approval of the County Board.

Appointees to the following committees who miss three consecutive meetings, or more than 50% of the meetings, are not eligible for reappointment:

1. Extension Committee
2. Library Board
3. Personnel Board of Appeals
4. Park Board
5. Planning Advisory Commission
6. Zoning Board of Appeals

Semi-annual attendance reports shall be submitted by the appropriate departments to the County Administrator for each committee where members received per diems. A uniform attendance report form shall be used which includes each appointee's name, date of original appointment, length of appointment, term limits (if any) and the attendance record. The County Administrator of the Board shall transmit the attendance reports to the County Board.

Meetings for individual committees shall be in accordance with the Open Meeting Law: Minnesota Stat. 13D.01 subds. 1, 2, 4 and 5. Closed meetings may be held as authorized by Minnesota Stat. 13D.03 and the County Administrator shall be in attendance to provide administrative support.


Signature



“In cooperation with our citizens, we improve the quality of life for individuals, families and communities by fostering a healthy economy and environment.”

“Looking Forward with Purpose”

COMMISSIONER BRIEFING

January 5, 2021

*Auditor-Treasurer Remodel
Tom Johnson, Administration*

Issue:

The Auditor-Treasurer remodeling of the License Center offices to better serve the public which include improvements related to safety due to COVID have been re-bid to include the electrical work.

Discussion:

The License Center operation is not very efficient in how work flows. Falls Architect was brought in to develop a plan for the space. The planning expanded over time to include all of the service area in the space, including the Auditors counters and the Recorder counters. The project will eliminate most of the temporary partitions installed in the area and around work stations.

The initial bid did not include electrical. Through the process of making those bid specs and reviewing the plan, the plan was improved and has now been re-bid.

There were three bids received:

Tri-State General Contracting	\$152,874
Visions Construction Group	\$154,000
Salonek Concrete & Construction	\$159,770

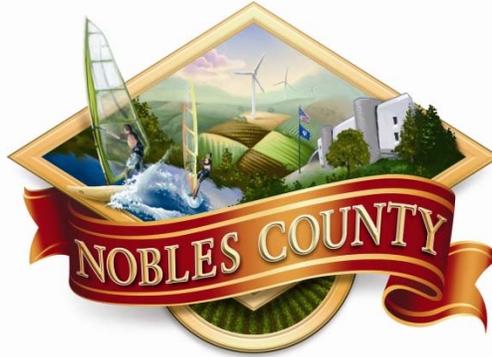
Options:

Approve the lowest responsible bid of Tri-State General Contracting for \$152,874.

Request changes and do not approve at this time.

Recommendation:

Administration and the architect recommend awarding to TriState General Contracting as proposed.



“In cooperation with our citizens, we improve the quality of life for individuals, families and communities by fostering a healthy economy and environment.”

“Looking Forward with Purpose”

COMMISSIONER BRIEFING

January 5, 2021

*Elected Officials Post-Retirement Benefit
Tom Johnson, Administration*

Issue:

Sheriff Wilkening requested the board consider offering post-retirement benefits for elected officials at the last work session.

Discussion:

The Sheriff presented the idea previously and formally at the Dec.30, 2020 work session. Because no action could be taken, it is being brought to the board to discuss and act on.

Options:

Offer an option.

Request staff get additional information before a decision is made.

Deny the request.

Recommendation: