



Le Sueur County, MN

Tuesday, July 19, 2016

Board Meeting

Item 8

10:25 a.m. Darrell Pettis, County Administrator / Engineer

RE: DNR Buffer Mapping Project

RE: Property purchase update

RE: Final 169 Project

RE: Ney Park Luncheon Invite, August 2nd at 12:00 p.m.

RE: Transit

RE: Resolution to Reduce Retainage on CSAH 3

RE: CSAH 28 and TH 169 Final Payment

RE: 2016 Emergency Management Performance Grant

Staff Contact:

Le Sueur County,
Minnesota

2016 Transit for the Future Grant

Resolved that Le Sueur County, in conjunction with Blue Earth County and Nicollet County, enters into an Agreement with the State of Minnesota to advise and assist VINE Faith in Action to plan a tri-county rural public transit organization.

Further resolved that Le Sueur County, in conjunction with Blue Earth County and Nicollet County, agrees to provide a local share of 15 percent of the total operating cost and 20 percent of the total capital costs.

Further resolved that Le Sueur County, in conjunction with Blue Earth County and Nicollet County, agrees to provide 100 percent of the local share necessary for expenses that exceed funds available from the State.

Further resolved that Le Sueur County, in conjunction with Blue Earth County and Nicollet County, authorizes the County Board Chair and/or the County Administrator to execute the aforementioned Agreement and any amendments thereto.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the Le Sueur County Board at a duly authorized meeting thereof held on July 19, 2016.

Signature

Notary _____

Tri-County Transit Planning Meeting Agenda
July 12, 2016 @ 1 pm at VINE

Counties by Population

County	Total Population	Rural Population	City Population
Blue Earth	65,787	24,743	41,044 - Mankato
Le Sueur	27,663	23,505	4,158 - Le Sueur
Nicollet	33,347	8,152	11,666 - St. Peter 13,529 - North Mankato
TOTAL	126,797	56,400	70,397

N.P.?

MNDOT Projected Ridership Rates (Nelson/Nygaard: Page 3.23)

County	2016 projected rides	2016 Percentage	2020 projected rides	2020 Percentage
Blue Earth	44,565	50.3%	12,891	49.9%
Le Sueur	20,934	23.6%	6,232	24.1%
Nicollet	23,075	23.1%	6,744	26%

Development Cost Work Plan and Budget Review - **Application Due Now**

- Needed: County Board Resolutions committing to the 15% match (\$26,190):
 - Blue Earth County @ 43% = \$11,262
 - ~~Nicollet~~ Nicollet County @ ~~32%~~ 32% = \$8,381
 - ~~Le Sueur~~ Le Sueur County @ 25% = \$6,548

MNDOT
LESUEUR
NICOLLET

1 Resolution ASAP

2017 Applications **Due September 2** (Operations and Capital)

Estimated Operations + Individual County Share of Match (based on Nelson/Nygaard Report: page 3-14)

\$1,356,152 - ESTIMATED TOTAL OPERATING COST FOR HIGH LEVEL OF SERVICE			
County	% Based on Projected Hours of Service	Operating Cost Per County	15% of Total Cost (match) – obtained through fare box revenue and county contribution
Blue Earth	43.7%	\$592,416	\$88,862
Le Sueur	31.8%	\$430,708	\$64,606
Nicollet	24.5%	\$333,028	\$49,994

3rd Resolution

Bus Purchases: 3 buses at \$74,000 = \$222,000 (local share @ 20% = \$44,400)

Project Governance

- Transit Advisory Committee?
- County Representation on VINE's Governing Board?

Other Items

2nd Resolution
STORAGE BUILDINGS?
IN COUNTY?

**Tri-CAP Transit Connection & Volunteer Driver Program Transportation
Advisory Committee By-Laws:**

I. Statement of Purpose:

The Tri-CAP Transit Connection and Volunteer Driver Program Transportation Advisory Committee (hereinafter TAC) is established to provide guidance to the Tri-CAP Board of Directors (hereinafter Board) in the development and ongoing operations of the transportation program of the agency for residents of Benton, Morrison, Sherburne and Stearns Counties, Minnesota.

II. Organizational Structure:

The TAC operates at the will of the Board and within the parameters established by the Board through its By-Laws and any applicable resolution or policy. Recommendations of the TAC will be forwarded to the Board for consideration. Approval by the Board is required for all Advisory Committee action.

III. Advisory Committee Membership:

The TAC shall be comprised of voting and non-voting members. The total number of members shall be no fewer than nine (9) and no more than twelve (12). Voting members shall include one (1) representative from each county: Benton, Morrison, Sherburne and Stearns; four (4) representatives who work with elderly or disabled residents of these counties; one (1) representative from Retired and Senior Volunteer Program (RSVP); one (1) Volunteer Driver; and one (1) member of the Agency Board of Directors. Non-Voting members shall include a MN/DOT staff liaison and Tri-CAP's Transportation Director.

Voting members will be solicited for appointment for two year terms beginning on the first day of January of odd years and ending 24 months later of the 31st of December of the following even year. Members may be re-appointed for additional terms. All appointments must be approved by the Agency Board of Directors prior to the start of their appointed term. Any vacancy occurring on the advisory committee shall be filled by Board appointment to serve for the remainder of the current term.

IV. Officers:

The TAC will elect from its members a Chair and a Vice Chair. The Tri-CAP staff liaison will serve as Secretary. The Secretary will be responsible for insuring that a copy of the Advisory Committee minutes are provided to the Agency Board Secretary for inclusion in the Agency Board agenda for the next meeting of the Board.

V. Meetings:

The Advisory Committee shall meet quarterly in the months of January, April, July, and October each year on a day and time agreed upon by the members of the advisory committee. Notice of regular meetings shall be provided to all voting and non-voting members at least five (5) days in advance of the meeting. Meetings will be held at the Tri-CAP offices or other location as appropriate. When necessary, special meetings of the TAC deemed can be called either by the TAC Chair or by the Tri-CAP staff liaison. Notice of special meetings will be provided to all voting and non-voting members of the advisory committee at least five (5) days in advance of the meeting.

A quorum of advisory committee members is required to conduct any business of the advisory committee. A quorum will consist of fifty percent (50%) of the filled seats (current membership) on the advisory committee.

Guidance will be taken from Robert's Rules of Order for the conduct of meetings.

VI. Sub-Committees:

Sub-committees of the TAC shall be appointed by the Chair, as needed, and unless otherwise ordered, shall investigate and report back to the full Advisory Committee on matters assigned.

VII. Approval of the Advisory Committee By-Laws:

Adoption of these By-Laws requires a recommendation for approval to the Board supported by two-thirds (2/3) of the filled seats (current membership) on the advisory committee. Upon receipt of a recommendation, the Board will consider the proposed By-Laws. Final approval requires a majority vote of Board members present. Should the Board alter or amend the recommended By-Laws, the revision will be sent to the Advisory Committee for review and comment prior to final adoption by the Board.

Recommendations to change these By-Laws can come from the TAC or from the Board. All changes must be approved by the Board. All changes are subject to the same process as that required for initial approval as detailed above.

These By-Laws were recommended for approval by the TAC on 4/24/14, and were adopted by the Tri-CAP Board of Directors on 6/19/14.

**RESOLUTION BY THE COUNTY BOARD OF COMMISSIONERS
LE SUEUR COUNTY**

WHEREAS, the reconstruction of Fifth Street (CSAH 3) Area Streets in the City of Montgomery, State Aid Project 040-603-025, is greater than 95 percent complete, and:

WHEREAS, Le Sueur County has paid the contractor 95% of the value of the work completed to date, and:

WHEREAS, the amount retained by the County is \$249,575.85, and:

WHEREAS, the County Engineer estimates that there is approximately \$1,500 of contract work left on the project to be completed, as well as consideration for payment on certain change order requests, and:

WHEREAS, the contractor, S.M. Hentges and Sons, Inc. of Jordan, Minnesota has requested the County to reduce the amount that is being retained from 5% to 2%, and:

WHEREAS, the County Engineer agrees with this request, and:

WHEREAS, the County Engineer recommends that the amount retained on this contract be reduced from \$249,575.85 to \$99,830.34.

NOW, THEREFORE, BE IT RESOLVED: That the County of Le Sueur upon recommendation of its County Engineer hereby reduces the amount retained on SAP 40-603-025 from \$249,575.85 to \$99,830.34.

CERTIFICATION

STATE OF MINNESOTA

ss

COUNTY OF LE SUEUR

I, _____, Le Sueur County Administrator, do hereby certify that I have compared the forgoing copy with the original resolution as adopted by the County Board of said County at their meeting held on the _____ day of _____ and recorded in Commissioners Record “ _____ on page _____ now remaining on file and on record in my office and that the same is a correct transcript therefrom, and the whole of such original.

Witness by hand and official seal this _____ day of _____, 2016

County Administrator

CERTIFICATE OF PERFORMANCE

County of: Le Sueur

Project Numbers: SAP 40-628-028
SP 4013-54

Name of Contractor: Peterson Companies

Construction Contract Costs		
TH 169		\$ 1,409,661.36
CSAH 28		99,522.46
Le Sueur County		485,761.46
City of Le Sueur		132,179.07
<u>Wolf Motors DW</u>		<u>21,908.80</u>
Contract Costs		\$ 2,149,033.15
Right of Way		
Right of Way		\$ 165,578.00
Engineering		
<u>Engineering</u>		<u>\$ 691,043.79</u>
Total Project Costs		\$ 3,005,654.94

Funding:	Mn/Dot TED Grant	\$ 2,478,097.00
	State Aid Bonds	99,522.46
	City of Le Sueur	132,179.07
	Le Sueur County	<u>295,856.41</u>
	Total	\$ 3,005,654.94

Contact Amount: \$2,145,725.66

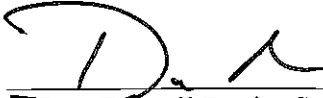
Total Value of Work: \$2,149,033.19

Final Payment Amount: \$107,451.69

Contact Number: 20155

I HEREBY CERTIFY to the Board of Commissioners of Le Sueur County, that I have been in charge of the work required by the above described contract, that all such work has been done and performed, measured by, and in accordance with an pursuant to the items of said contract.

7/13/16
Date


Darrell Pettis, County Hwy Engineer



Minnesota Department of Public Safety (“State”) Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	Grant Program: Emergency Management Performance Grant 2016 Grant Agreement No.: A-EMPG-2016-LESUECO-042
Grantee: LeSueur County Emergency Management 88 S. Park Avenue Le Center, MN 56057	Grant Agreement Term: Effective Date: 1/1/2016 Expiration Date: 12/31/2016
Grantee’s Authorized Representative: Ann Traxler 88 S. Park Avenue LeCenter, MN 56057 Phone: (507) 357-0048 e-mail: atraxler@co.le-sueur.mn.us	Grant Agreement Amount: Original Agreement \$ 23,306.00 Matching Requirement \$ 23,306.00
State’s Authorized Representative: Matti Gurney Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7422 Matti.Gurney@state.mn.us	Federal Funding: CFDA 97.042 State Funding: none Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Emergency Management Performance Grant 2016 Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 2016 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-EMPG-2016-LESUECO-042 / PO# 3000041684

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State’s Authorized Representative

Budget Summary (Report)

EMPG	Award	Match
Budget Category		
Planning		
Salaries Expense	\$23,306.00	\$23,306.00
Total	\$23,306.00	\$23,306.00
Total	\$23,306.00	\$23,306.00
Allocation	\$23,306.00	\$23,306.00
Balance	\$0.00	\$0.00