



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
July 19, 2016**

1. **9:00 a.m. Agenda and Consent Agenda**  
RE: July 5, 2016 Minutes and Summary Minutes  
RE: Annual Kilkenny Fire Department ATV Ride - August 6, 2016  
RE: CD #45 and 60 Repair Requests
  
2. **9:05 a.m. Claims (5 min)**
  
3. **9:10 a.m. Human Services (35 min)**
  
4. **9:45 a.m. Dave Tietz, Sheriff (15 min)**  
RE: AVAS Presentation
  
5. **10:00 a.m. Scott Gerr, MIS (5 min)**  
RE: Citrix Maintenance Renewal  
RE: VMware Renewal
  
6. **10:05 a.m. Human Resources (10 min.)**
  
7. **10:15 a.m. Justin Lutterman, GIS (10 min)**  
RE: Out of State Travel Request to attend 2016 Schneider Conference in Ankeny,  
IA from July 27-28  
RE: Aerial Imagery (Pictometry) Authorization to Proceed
  
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

9. **Future Meetings**



---

# Le Sueur County, MN

Tuesday, July 19, 2016

Board Meeting

## Item 1

### 9:00 a.m. Agenda and Consent Agenda

*RE: July 5, 2016 Minutes and Summary Minutes*

*RE: Annual Kilkenny Fire Department ATV Ride - August 6, 2016*

*RE: CD #45 and 60 Repair Requests*

Staff Contact:

## Minutes of Le Sueur County Board of Commissioners Meeting July 5, 2016

The Le Sueur County Board of Commissioners met in regular session on Tuesday, July 5, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlffing and Joe Connolly. Lance Wetzel was excused. Darrell Pettis and Brent Christian were also present.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved the agenda for the business of the day.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the consent agenda:

- Approved the June 28, 2016 County Board Minutes and Summary Minutes
- Approved the June 28, 2016 Board of Equalization Minutes and Summary Minutes
- Approved the two CD #23 and JD #5 Repair Requests
- Approved a gambling application for Cleveland Fire Relief Association
- Approved the following June 2016 Transfers:

#1607	Transfer 162.10 from Revenue(Parks) to Ditch (#51 Lien)
#1608	Transfer 20.00 from Revenue to Agency (correct war #37996)
#1609	Transfer 39,696.69 from Env Services to Revenue (correct various warrants on German-Jefferson)
#1610	Transfer 3,215.00 from Human Services to Revenue (A87 Q1, 2016)
#1611	Transfer 26,400.33 from Road & Bridge to Ditch (Various Ditch Liens)

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

Financial:	\$ 34,848.64
Soc Serv:	\$ 47,306.68

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

The Employee Recognition Committee and the Le Sueur County Commissioners wish to recognize the following employees celebrating their significant length of service anniversaries.

Scott Schmidt	40 years	Highway Department
Abby Beer	10 years	Public Health
Lori Krekelberg	10 years	Public Health
Nick Cesafsky	5 years	Sheriff's Office
Shawn O'Malley	5 years	Human Services

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved the recommendation to reclassify Maria Frederick, full time Support Enforcement Aide in

Human Services, from a Grade 3, Step 3 at \$15.77 per hour to a Grade 5, Step 1 at \$16.51 per hour, effective July 11, 2016.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved the recommendation to promote Roxanne Billings-Braun, full time Agency Social Worker in Human Services, Grade 10, Step 11 at \$31.35 per hour to a full time Team Lead Social Worker in Human Services, Grade 12, Step 9 at \$32.89 per hour, effective July 11, 2016.

On motion by Gliszinski, seconded by Rohlffing and unanimously approved, the Board approved the recommendation to post and request the merit list for a full time Agency Social Worker in Human Services, Grade 10, Step 1 at \$22.09 per hour.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved the recommendation to reclassify Kim Fillmore, full time Payroll/Benefit Specialist in Human Resources, Grade 7, Step 7 at \$22.94 per hour to a full time Payroll/Human Resources Technician, Grade 10, Step 3 at \$23.72 per hour, effective July 11, 2016.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the recommendation to grant regular status to Trisha Chimal-Simonette, full time Administrative Assistant III in Public Health, effective July 4 2016. Trisha has completed the six-month probationary period.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to grant regular status to Jody Kubiszewski, full time Administrative Assistant III in the County Recorder's Office, effective July 4, 2016. Jody has completed the six-month probationary period.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved the recommendation to hire Willis (Bill) Collins as a part time Building and Grounds Worker in the Building Maintenance Department, as a Grade 3, Step 1 at \$14.69 per hour, effective July 11, 2016.

Jim McMillen, Maintenance appeared before the Board with one item for approval.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the lighting contract with Retrofit Companies in the amount of \$83,488.

Josh Mankowski, Environmental Services appeared before the Board with one item for discussion.

At the recommendation of the County Attorney, it was the consensus of the Board to direct Environmental Services to continue considering project improvements, not repairs for possible use of Gravel Tax funds.

Jim Connelly appeared before the Board to introduce himself, as he is running for State Representative in District 20A.

Administrator Pettis appeared before the Board to discuss the space needs study options. Bruce Schwartzman with BKV gave an overview and was available for questions.

On motion by Rohlfig, seconded by Connolly and unanimously approved, the Board convened a closed meeting per MN Stat. 13D.05 (3)(c)(3) at 10:30 a.m.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board closed the closed meeting at 11:05 a.m.

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

<b>Warrant #</b>	<b>Vendor Name</b>	<b>Amount</b>
41303	A'Viands	\$ 3,809.06
41306	Ahlman's	\$ 4,730.00
41310	Bolton & Menk Inc.	\$ 15,082.50
41319	Contech Engineered Solutions LLC	\$ 8,090.08
41330	Genesis	\$ 5,949.34
41342	Kris Engineering Inc.	\$ 2,813.16
41343	Law Enforcement Technology Group	\$ 28,389.00
41345	Little Falls Machine Inc.	\$ 2,881.92
41347	Malterer Mechanical Inc.	\$ 12,978.53
41362	Regents of the University of Minnesota	\$ 28,284.75
41364	RMS Rentals	\$ 2,570.12
41367	S.E.H. Inc.	\$ 37,301.90
41377	The Retrofit Co. Inc.	\$ 4,200.00
41383	Traxler Construction Inc.	\$ 7,090.86
41390	Waterford Oil Co. Inc.	\$ 11,606.33
41391	Wenck Associates Inc.	\$ 4,457.46
41393	Widseth Smith Nolting & Assoc. Inc.	\$ 8,995.30
78 Claims paid less than \$2,000.00:		\$ 28,270.63
17 Claims paid more than \$2,000.00:		\$189,230.31
95 Total all claims paid:		\$217,500.94

On motion by Connolly, seconded by Rohlfig and unanimously approved, the Board adjourned until Tuesday, July 19, 2016 at 9:00 a.m.

ATTEST: \_\_\_\_\_  
**Le Sueur County Administrator**                      **Le Sueur County Chairman**

**Summary Minutes of Le Sueur County Board of Commissioners Meeting, July 5, 2016**

● This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator’s Office at 88 S Park Ave. Le Center, MN and are available at [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us).

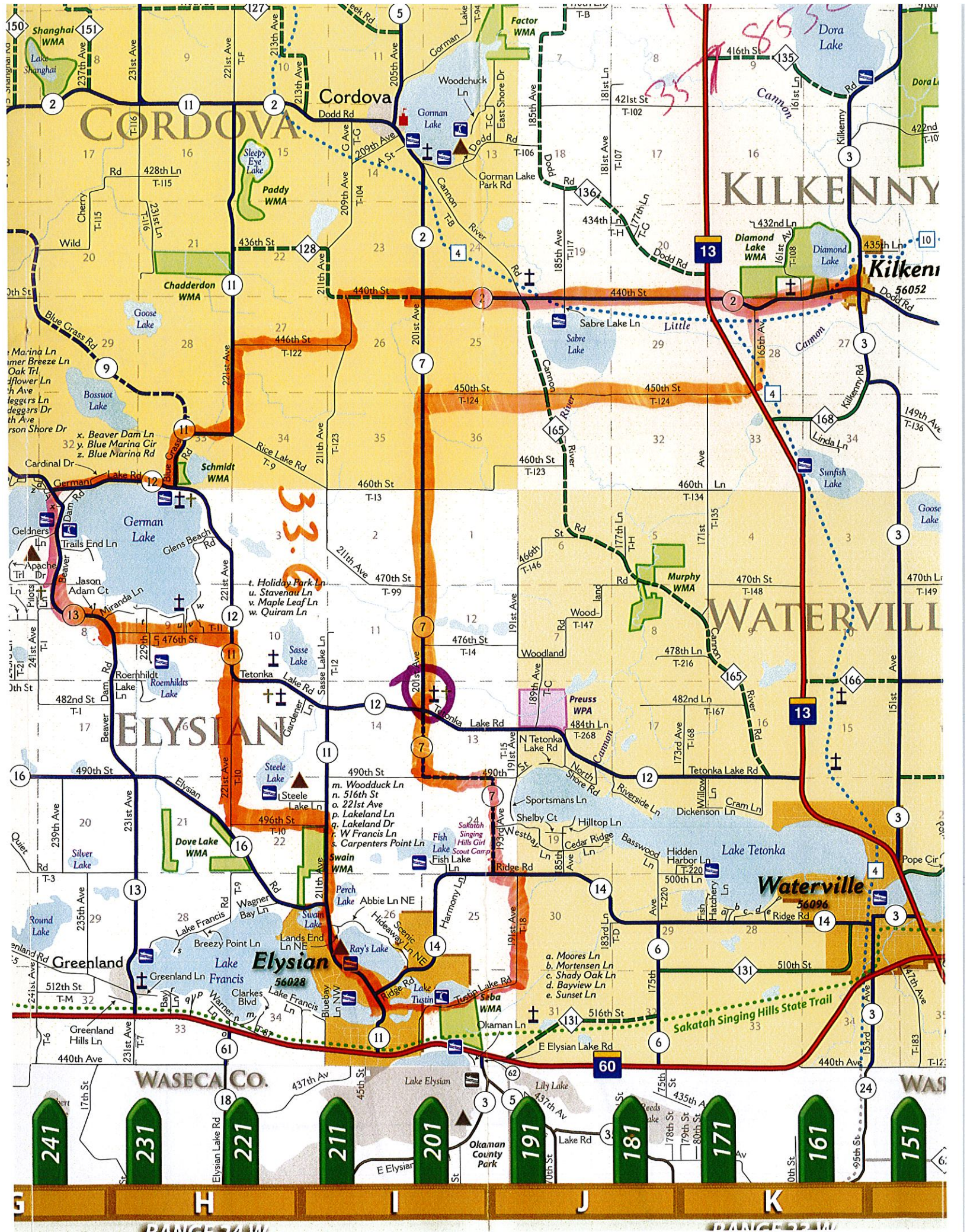
● The Le Sueur County Board of Commissioners met in regular session on Tuesday, July 5, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlfing and Joe Connolly. Lance Wetzel was excused. Darrell Pettis and Brent Christian were also present.

- Approved the agenda. (Connolly-Rohlfing)
- Approved the consent agenda. (Gliszinski-Connolly)
- Approved the claims for Human Services: Financial: \$ 34,848.64 and Soc Serv: \$ 47,306.68 (Rohlfing-Gliszinski)
- Approved to reclassify Maria Frederick in Human Services. (Rohlfing-Connolly)
- Approved to promote Roxanne Billings-Braun to a full time Team Lead Social Worker in Human Services. (Connolly-Rohlfing)
- Approved to post and request the merit list for a full time Agency Social Worker in Human Services. (Gliszinski-Rohlfing)
- Approved to reclassify Kim Fillmore in Human Resources. (Rohlfing-Connolly)
- Approved to grant regular status to Trisha Chimal-Simonette. (Gliszinski-Connolly)
- Approved to grant regular status to Jody Kubiszewski. (Rohlfing-Gliszinski)
- Approved to hire Willis (Bill) Collins as a part time Building and Grounds Worker. (Connolly-Rohlfing)
- Approved a lighting contract with Retrofit Companies in the amount of \$83,488. (Rohlfing-Gliszinski)
- The Board convened a closed meeting per MN Stat. 13D.05 (3)(c)(3) at 10:30 a.m. (Rohlfing-Connolly)
- The Board closed the closed meeting at 11:05 a.m. (Gliszinski-Connolly)
- The following claims were approved for payment: (Gliszinski-Connolly)

Warrant #	Vendor Name	Amount
41303	A’Viands	\$ 3,809.06
41306	Ahlman’s	\$ 4,730.00
41310	Bolton & Menk Inc.	\$ 15,082.50
41319	Contech Engineered Solutions LLC	\$ 8,090.08
41330	Genesis	\$ 5,949.34
41342	Kris Engineering Inc.	\$ 2,813.16
41343	Law Enforcement Technology Group	\$ 28,389.00
41345	Little Falls Machine Inc.	\$ 2,881.92
41347	Malterer Mechanical Inc.	\$ 12,978.53
41362	Regents of the University of Minnesota	\$ 28,284.75
41364	RMS Rentals	\$ 2,570.12
41367	S.E.H. Inc.	\$ 37,301.90
41377	The Retrofit Co. Inc.	\$ 4,200.00
41383	Traxler Construction Inc.	\$ 7,090.86
41390	Waterford Oil Co. Inc.	\$ 11,606.33
41391	Wenck Associates Inc.	\$ 4,457.46
41393	Widseth Smith Nolting & Assoc. Inc.	\$ 8,995.30
78 Claims paid less than \$2,000.00:		\$ 28,270.63
17 Claims paid more than \$2,000.00:		\$189,230.31
95 Total all claims paid:		\$217,500.94

● Adjourned until Tuesday, July 19, 2016 at 9:00 a.m. (Connolly-Rohlfing)

ATTEST: Le Sueur County Administrator                      Le Sueur County Chairman





# REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # CD 45 located in Damyanne township.

Section 29

Signed

Address/Phone #

Brad Theis

952-290-0788

Brad Theis

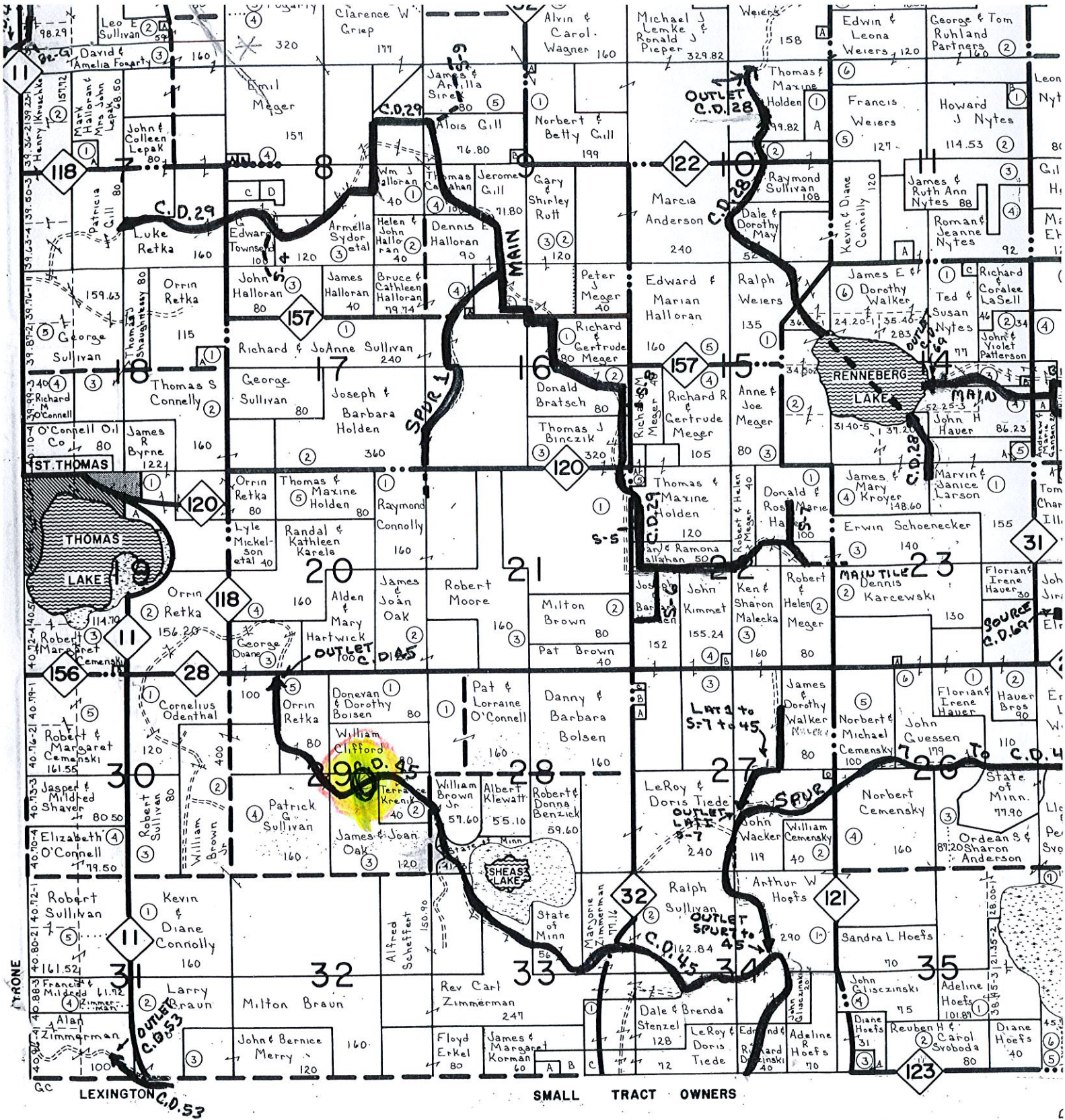
Date: 6-13, 16

Description of problem: CMP ~~bridge~~ collapsed field

Crossing will be taken out.

Farmer does not need the crossing.

Roger Ruben  
6-29-16



SEE SMALL TRACT SECTION FOLLOWING TOWNSHIP MAPS

\* See JD4 File for photo of COUNTY TILE SBC.6 (Chuck Retka 7-2-08)

# REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # 60 located in Cleveland township.

Signed  
Dale Rogers

Address/Phone #  
507 931-1769 P.O. Box 151  
CLEVELAND MN  
56017

Date: 6-28, 16

Description of problem: trees need to be removed from ditch

Trees need to be removed.  
Roger Rubland  
7-6-16





---

# Le Sueur County, MN

Tuesday, July 19, 2016

Board Meeting

## Item 2

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

Staff Contact:



---

# **Le Sueur County, MN**

**Tuesday, July 19, 2016**

**Board Meeting**

## **Item 3**

**9:10 a.m. Human Services (35 min)**

**Staff Contact:**

**Human Services Board Agenda  
July 19, 2016 @ 9:15 a.m.**

**100- INFORMATION/PRESENTATIONS:**

- 110 - *Governor's Mental Health Task Force*

**200- CHARTS/GRAPHS:**

- 210- *Finance Graphs/Report;*
- 220- *Income Maintenance/Child Support Graphs;*
- 230- *Family Services Graphs-*
  - 231- *Social Services Team*
  - 232- *Child Services Team*
    - 232.1- *Out Of Home Placement Report*
    - 232.2- *In-Home Family Therapy Report;*
  - 233- *Behavioral Health Team*

**300- BOARD APPROVAL ITEMS:**

- 310 - *Commissioner's Warrants*



---

# Le Sueur County, MN

Tuesday, July 19, 2016

Board Meeting

## Item 4

**9:45 a.m. Dave Tietz, Sheriff (15 min)**

*RE: AVAS Presentation*

Staff Contact:





Office of  
**David D Tietz**

Sheriff of Le Sueur County  
Le Center, Minnesota 56057

CHIEF DEPUTY SHERIFF  
Brett V.P. Mason

INVESTIGATOR  
Bruce Collins  
Bob Vollmer  
Todd Waldron

PHONE 507 357-4440  
Fax 507 357-4627

## **AVAS- Active Violence / Active Shooter.**

### **AVAS Concept:**

*Save lives by enhancing law enforcement's ability to respond to and stop incidents of active violence while conscientiously integrating the response of fire and medical personnel.*

The AVAS training is geared as a multi-jurisdictional training / platform to provide a standardized response from Law Enforcement, Fire and Medical personnel from the Counties of Blue Earth, Le Sueur and Nicollet to an active violence / active shooter incident. It will enhance Fire and Medical personnel's involvement by having them enter into a "warm zone" through the AVAS Secure Corridor Concept to extricate victims.

### **AVAS current agenda:**

1. Mission Statement (standardize)
2. Basic tactics for patrol officers/deputies, fire, and EMS
3. Responsibilities for establishing written curriculum for area responders (LE, Fire, and EMS)
4. Discuss Force on Force vs. Simulation and establish a consensus so we can order
5. Establish a uniform method for responding to training requests from public and private entities
6. Instructor certifications that would benefit our cause (combat medic, IED, Active Shooter, Force on Force, etc.)
7. Establish rescue team composition – standardize (2 LE and 2 Fire/EMS?)
8. Officer only response – options when no fire or EMS
9. Shield work and breaching – standardize recommended tools
10. Plain clothes and off-duty identification – standardize ID, encourage off-duty carry, kits, etc.
11. Med kits – who has them, who needs them, available funding
12. Technology exploration and evaluation
13. Recap assignments

# Le Sueur County, MN

Tuesday, July 19, 2016

Board Meeting

## Item 5

**10:00 a.m. Scott Gerr, MIS (5 min)**

*RE: Citrix Maintenance Renewal*

*RE: VMware Renewal*

Staff Contact:



Syntax, Inc.  
1295 Bandana Blvd. N.  
Suite 125  
St. Paul, MN 55108  
(651) 641-1550

Order Number: 0038018  
Order Date: 7/11/2016

Salesperson: JDR  
Customer Number: 10-LESUE01

**Sold To:**

LeSueur County  
88 South Park Avenue  
Attn: Accounts Payable  
Le Center, MN 56057

**Ship To:**

LeSueur County Courthouse  
88 South Park Avenue  
Le Center, MN 56057

**Confirm To:**

Scott Gerr

Customer P.O.	Ship VIA	F.O.B.	Terms		
			Net 30 Days		
Item Code	Description	Ordered	Price	Amount	
/SILVERSUPRT-02	Syntax Silver Support	1.00	3,295.00	3,295.00	

**Syntax Silver Support - Includes M-F 8am to 5pm Four-Hour Response Phone/Remote Support for TS/RDS, Citrix XenDesktop and NetScaler VPX for Three Named Contacts - Unlimited Incidents for 12 Months**

**Coverage: July 1, 2016 to June 30, 2017**  
**Scott Gerr, Jeff Neisen**

Acceptance of this proposal, via signature or purchase order, shall be considered and acceptance of Syntax, Inc.'s Standard Terms and Conditions, a copy of which has been provided to the undersigned.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Net Order:	3,295.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>3,295.00</b>

## SYNTAX STANDARD TERMS AND CONDITIONS

Effective Date: These Standard Terms and Conditions and any attachments hereto (collectively, the "Agreement") are effective when accepted by Syntax, Inc.

Payment for Products: Except as otherwise provided, Syntax, Inc. will invoice charges for professional services every two weeks at its then current rates. Required service time is estimated. Service charges will be based upon the actual time expended. Payment for services will be due upon Customer's receipt of invoice unless otherwise stated on the invoice. A late charge will be assessed on any past due amount at the rate of 1½ % per month or the maximum rate permitted by applicable law, which ever is less. All travel time will be billed at current hourly rates. Expenses are billed as incurred. Syntax, Inc. reserves the right to withhold or discontinue services in the event payments are not made in accordance with this Agreement.

Security Interests: Title to each product item shall pass to Customer when Customer has made full payment of the purchase price for all products ordered. However, as collateral security for the payments required to be made by Customer pursuant to this Agreement, Syntax, Inc. hereby retains a security interest in all of the products to which this Agreement pertains, including all such goods and software. Customer agrees to execute and deliver all financing statements and other instruments and documents as Syntax, Inc. deems necessary to complete, perfect or continue its security interest. This security interest shall terminate at such time as all payments required to be made by Customer to Syntax, Inc. for or relating to all things which this Agreement pertains to have been made. If Customer fails to make any payment due hereunder when due, or defaults in the performance of any other promise or obligation under this Agreement, Syntax, Inc. shall have the right, but not the obligation, to terminate this Agreement and/or repossess the products (without liability to Syntax, Inc. for damages arising from such termination or repossession) for (I) Customer's failure to pay any and all amounts due thereunder or to perform any of its other obligations under the terms and conditions of this Agreement, (II) the making by Customer of any general arrangement for the benefit of creditors or (III) or the bankruptcy of Customer or filing of any bankruptcy petition by or against Customer.

Limitation of Liability: SYNTAX, INC. MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY NATURE WHATSOEVER REGARDING THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SYNTAX, INC. SHALL HAVE NO LIABILITY WHATSOEVER REGARDING ANY CLAIM FOR PATENT OR COPYRIGHT INFRINGEMENT. SYNTAX, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ANY PRODUCT OR SERVICE PROVIDED HEREUNDER. IN NO EVENT SHALL SYNTAX, INC. BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY INDIRECT DAMAGES SUCH AS, BUT NOT LIMITED TO, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF SYNTAX, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. No action arising out of any claimed breach of this Agreement or transaction under this Agreement may be brought more than ninety (90) days after the date software, hardware or professional services are delivered to Customer.

Software License: To the extent provided by the manufacturer and subject to Customer's compliance with the balance of this paragraph, Syntax, Inc. extends to Customer a personal, non-exclusive, paid-up license to use the software described in this Agreement. Customer agrees to execute any and all license agreements, warranty forms and related documentation requested by Syntax, Inc. or required by a manufacturer of the software, hardware or professional services licensed or purchased by Customer hereunder. Customer hereby obtains title to the medium on which a software product is recorded but not title to the software. Customer agrees not to reproduce any software product purchased hereunder, except to the extent the manufacturer of the software expressly permits such reproduction.

Non-solicitation: Customer agrees not to solicit, contract with, hire or otherwise engage the services of any Syntax, Inc. employee rendering services hereunder during the term of this Agreement or for a period of 180 days after termination hereof. Further, Customer hereby acknowledges Syntax, Inc. has made significant investment in training employees to render services provided hereunder, and agrees that upon breach or violation of this non-solicitation obligation, Syntax, Inc. shall be entitled to: (1) reimbursement in the amount of \$35,000.00 for said training as liquidated damages; (2) recover reasonable attorney's fees incurred in the enforcement of this Agreement; and (3) to obtain injunctive relief to restrain and enjoin any actual or threatened breach of any provision hereunder. All of Syntax, Inc.'s remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy.

Contingencies: Syntax, Inc. shall not be liable for any damages or penalty for delay, for failure to give notice of delay, for failure to perform, or failure to give notice of non-performance, including, but not limited to, any delay or non-performance due to any cause beyond the reasonable control of Syntax, Inc. The performance schedule, if any, shall be extended by a period of time equal to the time lost because of any delay.

Indemnification: Customer agrees to indemnify, hold harmless and reimburse Syntax, Inc. and its directors, officers, employees, and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever, including reasonable attorneys' fees, that may be imposed on, incurred by, or asserted against Syntax, Inc. in any way relating to or arising out of any action taken or omitted by Customer hereunder.

Arbitration: In the event of any dispute or perceived problem arising with respect to this Agreement, each party agrees that it will give the other party notice of the problem and then the parties must attempt to reach an amicable resolution, without resort to arbitration, within the next sixty days. If the problem is not resolved within the sixty-day period, then the parties agree that the dispute (including any questions of fraud or questions concerning the validity or enforceability of this Agreement) must be resolved by binding arbitration, in accordance with the procedure described in this section. Either party may file and serve a demand for arbitration. The arbitration must be held in Minneapolis, Minnesota, and must be governed by the then-existing Commercial Rules of the American Arbitration Association. The arbitration panel will consist of three arbitrators, unless Syntax and the Customer agree to have the arbitration proceedings conducted by a single arbitrator. The arbitrators must be selected by agreement of Syntax, Inc. and the Customer from a list of 10 or more arbitrators proposed by the American Arbitration Association, or may be persons who are not on such a list but are agreed upon by Syntax, Inc. and the Customer. If Syntax, Inc. and the Customer fail to agree on one or more of the persons to serve as arbitrators within thirty (30) days of delivery of the list of proposed arbitrators by the American Arbitration Association, then at the request of Syntax, Inc. or the Customer, the arbitrators will be selected by the American Arbitration Association. All arbitrators must be either attorneys engaged primarily in the practice of commercial law for at least 10 years or retired judges. All of the arbitration proceedings, including the hearing and final award, must be concluded within ninety days of the expiration of the 30-day period described above. Judgment on the award of a majority of the arbitrators is binding on both parties, and may be entered in any court having jurisdiction. Specific performance and injunctive relief may be ordered by the award. Costs and attorneys fees must be paid as ordered by the award. The procedure described in this section is the only procedure available to the parties for resolution of disputes arising out of this Agreement. As the sole exception to arbitration, each party has the right to seek injunctive relief, only, from any court having jurisdiction so as to preserve that party's rights for resolution in any pending or imminent arbitration proceeding. No such objection may prohibit or postpone the arbitration proceedings, however, and any such injunction may be modified or vacated as a result of the arbitration award. Syntax, Inc.'s liability to the Customer, whether arising in contract, tort (including, without limitation, negligence and strict liability) or otherwise, shall not exceed the lesser of the direct loss to the Customer or an amount equal to the total fees paid to Syntax, Inc. by the Customer hereunder.

Force Majeure: Each party will be excused from performance if its performance is prevented by any acts or events beyond such party's reasonable control, including but not limited to: severe weather and storms; earthquakes, hurricanes or other natural occurrences; strikes or other labor unrest; nuclear or other civil or military emergencies; riots; labor problems; war; acts of terrorism; or acts of legislative, judicial, executive, or administrative authorities.

General: This Agreement constitutes the complete and exclusive statement of the terms and conditions between Customer and Syntax, Inc. regarding the subject matter hereof and cannot be altered, amended or modified except in writing executed by an authorized representative of each party. Customer may not transfer or assign this Agreement, any license created hereunder or any of its rights or duties to any other person, firm or corporation without prior written consent from Syntax, Inc. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions. Should any provision(s) of this Agreement be held invalid or otherwise unenforceable, the remaining provisions shall not in any way be affected or impaired thereby.



Syntax, Inc.  
 1295 Bandana Blvd. N.  
 Suite 125  
 St. Paul, MN 55108  
 (651) 641-1550

**Order Number:** 0038020  
**Order Date:** 7/11/2016

**Salesperson:** SRG  
**Customer Number:** 10-LESUE01

**Sold To:**  
 LeSueur County  
 88 South Park Avenue  
 Attn: Accounts Payable  
 Le Center, MN 56057

**Ship To:**  
 LeSueur County Courthouse  
 88 South Park Avenue  
 Le Center, MN 56057

**Confirm To:**  
 Scott Gerr

Customer P.O.	Ship VIA	F.O.B.	Terms	
			Net 30 Days	

Item Code	Description	Ordered	Price	Amount
VS5ESPUNPSSSC	VMware Production Support and Subscription for v5 Essentials Plus Kit for 1-Year (VS5-ESP-BUN-P-SSS-C) <b>Coverage July 18, 2016 to July 17, 2019</b>	1.00	2,967.00	2,967.00
VCS5VSAPSSSC	VMware Production Support Coverage VMware vSphere Storage Appliance (per instance), 1-Year (VCS5-VSA-P-SSS-C) <b>Coverage July 18, 2016 to September 19, 2018</b>  <b>Quote Valid until July 17, 2016</b>	1.00	1,900.00	1,900.00

Acceptance of this proposal, via signature or purchase order, shall be considered and acceptance of Syntax, Inc.'s Standard Terms and Conditions, a copy of which has been provided to the undersigned.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Net Order: 4,867.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total:** 4,867.00

## SYNTAX STANDARD TERMS AND CONDITIONS

Effective Date: These Standard Terms and Conditions and any attachments hereto (collectively, the "Agreement") are effective when accepted by Syntax, Inc.

Payment for Products: Except as otherwise provided, Syntax, Inc. will invoice charges for professional services every two weeks at its then current rates. Required service time is estimated. Service charges will be based upon the actual time expended. Payment for services will be due upon Customer's receipt of invoice unless otherwise stated on the invoice. A late charge will be assessed on any past due amount at the rate of 1½ % per month or the maximum rate permitted by applicable law, which ever is less. All travel time will be billed at current hourly rates. Expenses are billed as incurred. Syntax, Inc. reserves the right to withhold or discontinue services in the event payments are not made in accordance with this Agreement.

Security Interests: Title to each product item shall pass to Customer when Customer has made full payment of the purchase price for all products ordered. However, as collateral security for the payments required to be made by Customer pursuant to this Agreement, Syntax, Inc. hereby retains a security interest in all of the products to which this Agreement pertains, including all such goods and software. Customer agrees to execute and deliver all financing statements and other instruments and documents as Syntax, Inc. deems necessary to complete, perfect or continue its security interest. This security interest shall terminate at such time as all payments required to be made by Customer to Syntax, Inc. for or relating to all things which this Agreement pertains to have been made. If Customer fails to make any payment due hereunder when due, or defaults in the performance of any other promise or obligation under this Agreement, Syntax, Inc. shall have the right, but not the obligation, to terminate this Agreement and/or repossess the products (without liability to Syntax, Inc. for damages arising from such termination or repossession) for (I) Customer's failure to pay any and all amounts due thereunder or to perform any of its other obligations under the terms and conditions of this Agreement, (II) the making by Customer of any general arrangement for the benefit of creditors or (III) or the bankruptcy of Customer or filing of any bankruptcy petition by or against Customer.

Limitation of Liability: SYNTAX, INC. MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY NATURE WHATSOEVER REGARDING THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SYNTAX, INC. SHALL HAVE NO LIABILITY WHATSOEVER REGARDING ANY CLAIM FOR PATENT OR COPYRIGHT INFRINGEMENT. SYNTAX, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ANY PRODUCT OR SERVICE PROVIDED HEREUNDER. IN NO EVENT SHALL SYNTAX, INC. BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY INDIRECT DAMAGES SUCH AS, BUT NOT LIMITED TO, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF SYNTAX, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. No action arising out of any claimed breach of this Agreement or transaction under this Agreement may be brought more than ninety (90) days after the date software, hardware or professional services are delivered to Customer.

Software License: To the extent provided by the manufacturer and subject to Customer's compliance with the balance of this paragraph, Syntax, Inc. extends to Customer a personal, non-exclusive, paid-up license to use the software described in this Agreement. Customer agrees to execute any and all license agreements, warranty forms and related documentation requested by Syntax, Inc. or required by a manufacturer of the software, hardware or professional services licensed or purchased by Customer hereunder. Customer hereby obtains title to the medium on which a software product is recorded but not title to the software. Customer agrees not to reproduce any software product purchased hereunder, except to the extent the manufacturer of the software expressly permits such reproduction.

Non-solicitation: Customer agrees not to solicit, contract with, hire or otherwise engage the services of any Syntax, Inc. employee rendering services hereunder during the term of this Agreement or for a period of 180 days after termination hereof. Further, Customer hereby acknowledges Syntax, Inc. has made significant investment in training employees to render services provided hereunder, and agrees that upon breach or violation of this non-solicitation obligation, Syntax, Inc. shall be entitled to: (1) reimbursement in the amount of \$35,000.00 for said training as liquidated damages; (2) recover reasonable attorney's fees incurred in the enforcement of this Agreement; and (3) to obtain injunctive relief to restrain and enjoin any actual or threatened breach of any provision hereunder. All of Syntax, Inc.'s remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy.

Contingencies: Syntax, Inc. shall not be liable for any damages or penalty for delay, for failure to give notice of delay, for failure to perform, or failure to give notice of non-performance, including, but not limited to, any delay or non-performance due to any cause beyond the reasonable control of Syntax, Inc. The performance schedule, if any, shall be extended by a period of time equal to the time lost because of any delay.

Indemnification: Customer agrees to indemnify, hold harmless and reimburse Syntax, Inc. and its directors, officers, employees, and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever, including reasonable attorneys' fees, that may be imposed on, incurred by, or asserted against Syntax, Inc. in any way relating to or arising out of any action taken or omitted by Customer hereunder.

Arbitration: In the event of any dispute or perceived problem arising with respect to this Agreement, each party agrees that it will give the other party notice of the problem and then the parties must attempt to reach an amicable resolution, without resort to arbitration, within the next sixty days. If the problem is not resolved within the sixty-day period, then the parties agree that the dispute (including any questions of fraud or questions concerning the validity or enforceability of this Agreement) must be resolved by binding arbitration, in accordance with the procedure described in this section. Either party may file and serve a demand for arbitration. The arbitration must be held in Minneapolis, Minnesota, and must be governed by the then-existing Commercial Rules of the American Arbitration Association. The arbitration panel will consist of three arbitrators, unless Syntax and the Customer agree to have the arbitration proceedings conducted by a single arbitrator. The arbitrators must be selected by agreement of Syntax, Inc. and the Customer from a list of 10 or more arbitrators proposed by the American Arbitration Association, or may be persons who are not on such a list but are agreed upon by Syntax, Inc. and the Customer. If Syntax, Inc. and the Customer fail to agree on one or more of the persons to serve as arbitrators within thirty (30) days of delivery of the list of proposed arbitrators by the American Arbitration Association, then at the request of Syntax, Inc. or the Customer, the arbitrators will be selected by the American Arbitration Association. All arbitrators must be either attorneys engaged primarily in the practice of commercial law for at least 10 years or retired judges. All of the arbitration proceedings, including the hearing and final award, must be concluded within ninety days of the expiration of the 30-day period described above. Judgment on the award of a majority of the arbitrators is binding on both parties, and may be entered in any court having jurisdiction. Specific performance and injunctive relief may be ordered by the award. Costs and attorneys fees must be paid as ordered by the award. The procedure described in this section is the only procedure available to the parties for resolution of disputes arising out of this Agreement. As the sole exception to arbitration, each party has the right to seek injunctive relief, only, from any court having jurisdiction so as to preserve that party's rights for resolution in any pending or imminent arbitration proceeding. No such objection may prohibit or postpone the arbitration proceedings, however, and any such injunction may be modified or vacated as a result of the arbitration award. Syntax, Inc.'s liability to the Customer, whether arising in contract, tort (including, without limitation, negligence and strict liability) or otherwise, shall not exceed the lesser of the direct loss to the Customer or an amount equal to the total fees paid to Syntax, Inc. by the Customer hereunder.

Force Majeure: Each party will be excused from performance if its performance is prevented by any acts or events beyond such party's reasonable control, including but not limited to: severe weather and storms; earthquakes, hurricanes or other natural occurrences; strikes or other labor unrest; nuclear or other civil or military emergencies; riots; labor problems; war; acts of terrorism; or acts of legislative, judicial, executive, or administrative authorities.

General: This Agreement constitutes the complete and exclusive statement of the terms and conditions between Customer and Syntax, Inc. regarding the subject matter hereof and cannot be altered, amended or modified except in writing executed by an authorized representative of each party. Customer may not transfer or assign this Agreement, any license created hereunder or any of its rights or duties to any other person, firm or corporation without prior written consent from Syntax, Inc. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions. Should any provision(s) of this Agreement be held invalid or otherwise unenforceable, the remaining provisions shall not in any way be affected or impaired thereby.



---

# **Le Sueur County, MN**

**Tuesday, July 19, 2016**

**Board Meeting**

## **Item 6**

**10:05 a.m. Human Resources (10 min.)**

**Staff Contact:**



## Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057  
Telephone: 507-357-8517 • Fax: 507-357-8607  
Cindy Westerhouse – Human Resources Director

### HUMAN RESOURCES AGENDA ITEMS July 19, 2016

Recommendation to reclassify Michelle Mettler, full time Assistant Planning and Zoning Administrator in the Planning and Zoning Department, a Grade 10, Step 10 at \$30.29 per hour to a full time Assistant Planning and Zoning Administrator in the Planning and Zoning Department, as a Grade 11, Step 10 at \$32.10 per hour, effective January 1, 2016. Michelle has been a Le Sueur County employee since December 1997.

Recommendation to grant regular status to Kyle Steinke, full time Highway Maintenance Worker in the Highway Department, effective July 19, 2016. Kyle has completed the six-month probationary period.

Recommendation to grant regular status to George Phillips, full time GIS Technician in the Land Records Department, effective July 19, 2016. George has completed the six-month probationary period.

Recommendation to hire Bryan Dauk as a full time Deputy Sheriff in the Sheriff's Office, as a Grade 10, Step 1 at \$22.09 per hour, effective July 20, 2016. Bryan has been employed with Le Sueur County as a part time Deputy Sheriff since April 2016.

Recommendation to accept the retirement request from LuAnn Leach, full time Public Health Nurse in Public Health, effective September 30, 2016. LuAnn has been an employee with Le Sueur County since August 1997.

Effective June 30, 2016, Terry Foy, Le Sueur County's Labor Attorney with Ratwik, Roszak and Maloney, retired. Ann R. Goering will be assigned as our new Labor Attorney.

*Equal Opportunity Employer*





---

# Le Sueur County, MN

Tuesday, July 19, 2016

Board Meeting

## Item 7

**10:15 a.m. Justin Lutterman, GIS (10 min)**

*RE: Out of State Travel Request to attend 2016 Schneider Conference in Ankeny, IA from July 27-28*

*RE: Aerial Imagery (Pictometry) Authorization to Proceed*

Staff Contact:



**PROJECT QUOTE**

Pictometry International Corp.  
 25 Methodist Hill Drive  
 Rochester, NY 14623

Date	Order #
7/18/2016	C174616

Bill To
MCCC - Minnesota Counties Computer Cooperative
Lisa Meredith
100 Empire Drive
St. Paul, Minnesota 55103
(651) 917-6996
lisa@mnccc.org

Ship To
Le Sueur County, MN
Justin Lutterman
88 South Park Ave
Le Center, Minnesota 56057
507-357-8577
jlutterman@co.le-sueur.mn.us

Customer ID	Sales Rep	Frequency of Project
A116759	DLars	Triennial

**First Capture**

Qty	Product Name	Product Description	List Price	Discount	Amount
505	IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector	Product includes: 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format).	\$125.00	20%	\$50,500.00
75	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	10%	\$30,375.00
19500	ChangeFinder - Change Detection with Customer's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.40		\$7,800.00
518	Tiles - Standard (Community 6in GSD; JPG format) Per Sector	Available with corresponding imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	50%	\$2,590.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation.	\$6,000.00	75%	\$1,500.00
13	IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector	Product includes: 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format).	\$62.50		\$812.50
75	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	50%	\$750.00
518	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$1.00		\$518.00
443	Mosaic - Area Wide (6in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$1.00		\$443.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00

75	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$150.00
75	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$150.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account.	\$5,000.00	100%	\$0.00
<b>Subtotal – First Capture</b>					<b>\$95,787.50</b>

**Second Capture**

Qty	Product Name	Product Description	List Price	Discount	Amount
505	IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector	Product includes: 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format).	\$125.00	20%	\$50,500.00
75	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	10%	\$30,375.00
19500	ChangeFinder - Change Detection with Customer's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.40		\$7,800.00
518	Tiles - Standard (Community 6in GSD; JPG format) Per Sector	Available with corresponding imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	50%	\$2,590.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation.	\$6,000.00	75%	\$1,500.00

13	IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector	Product includes: 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format).	\$62.50		\$812.50
75	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	50%	\$750.00
518	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$1.00		\$518.00
443	Mosaic - Area Wide (6in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$1.00		\$443.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
75	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$150.00
75	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$150.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
<b>Subtotal – Second Capture</b>					<b>\$95,787.50</b>
Thank you for choosing Pictometry as your service provider.				<b>Total</b>	<b>\$191,575.00</b>

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, nor discounts or grants, if any, available to Customer, all of which will be reflected in any resulting definitive agreement with Customer. This quote is valid for a period of 60 days following the date shown above, after which it expires.

# 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
<b>TOTAL</b>	<b>126,797</b>	<b>56,400</b>	<b>70,397</b>

*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% = \$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)**

*2nd Resolution*

Project Governance

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

*STORAGE BUILDINGS? IN COUNTY?*

Other Items

**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 31<sup>st</sup> 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

<b>Construction Contract Costs</b>		
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
<b>Right of Way</b>		
Right of Way		\$ 165,578.00
<b>Engineering</b>		
<u>Engineering</u>		<u>\$ 691,043.79</u>
Total Project Costs		\$ 3,005,654.94

<b>Funding:</b>	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>
	<b>Total</b>	<b>\$ 3,005,654.94</b>

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



<b>Minnesota Department of Public Safety (“State”)</b> Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	<b>Grant Program:</b> Emergency Management Performance Grant 2016  <b>Grant Agreement No.:</b> A-EMPG-2016-LESUECO-042
<b>Grantee:</b> LeSueur County Emergency Management 88 S. Park Avenue Le Center, MN 56057	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 1/1/2016 <b>Expiration Date:</b> 12/31/2016
<b>Grantee’s Authorized Representative:</b> Ann Traxler 88 S. Park Avenue LeCenter, MN 56057 Phone: (507) 357-0048 e-mail: <a href="mailto:atraxler@co.le-sueur.mn.us">atraxler@co.le-sueur.mn.us</a>	<b>Grant Agreement Amount:</b> Original Agreement \$ 23,306.00  Matching Requirement \$ 23,306.00
<b>State’s Authorized Representative:</b> Matti Gurney Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7422 <a href="mailto:Matti.Gurney@state.mn.us">Matti.Gurney@state.mn.us</a>	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



---

# Le Sueur County, MN

Tuesday, July 19, 2016

Board Meeting

## Item 9

### Future Meetings

Staff Contact:

## Future Meetings July – August 2016

July 19, 2016	<b>Board Meeting, 9:00 a.m.</b>
July 21, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
July 26, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*CD #52 Redetermination Informational Public Hearing</b> <b>*1:30 p.m. Joint Meeting with Rice County Board, LSC</b> <b>Commissioner's Room (CD #38)</b>
August 2, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*Ney Park Lunch, 12:00 p.m.</b>
August 9, 2016	No Board Meeting <b>*Employee Appreciation Lunch, 11:00 a.m. - 1:00 p.m.</b> <b>Courthouse Park</b>
August 11, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
August 16, 2016	<b>Board Meeting, 9:00 a.m.</b>
August 18, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
August 22, 2016	Budgets 9:00 a.m. – 3:00 p.m.
August 23, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*Budgets 10:30 a.m. – 12:00 p.m.</b>
August 30, 2016	No Board Meeting
September 5, 2016	Closed for Labor Day