

**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
COMMISSIONERS ROOM  
January 7, 2014**

1.       **9:00am Board Reorganization**
  
2.       **9:10am Agenda and Consent Agenda**  
Minutes and Summary Minutes from December 17, 2013  
Approve Repair Request for Ditch #51
  
3.       **9:15am Cindy Westerhouse - Human Resources**  
Probationary Period Completed  
New Hires
  
4.       **9:25am Kari Sowieja - Human Services**  
End of Year Claims
  
5.       **9:45am Dave Armstong - Assessor**  
Clerical Abatements and Additions to Tax Rolls - Annual Report
  
6.       **10:00am Open Newspaper Bids**
  
7.       **10:05am Kathy Burns - Historical Society**  
Release of 2014 Fund  
Donation for Gledner Saw Mill
  
8.       **10:10am Pam Simonette - Auditor Treasurer**  
Depositories for 2014  
Claims to be Paid under the Statute by Auditor Treasurer's Approval  
Dedicated Reserves  
Two Credit Card Applications to be approved
  
9.       **10:20am Scott Gerr - MIS**  
Contract Renewal

10. **10:25am Darrell Pettis - County Administrator/Engineer**
  - Committee Assignments
  - A'Viands Food Agreement - Jail
  - CSAH 23 Reconstuction
  - RTP Support Resolution
  - Library Board
  - Out of State Travel for Tom Beer – Highway Dept. March 17 to March 19, ATSSA
    - Sign Conf, Fargo, ND
  - End of Year Claims
  
11. **Future Meetings**

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# Le Sueur County, MN

Tuesday, January 7, 2014

Board Meeting

## Item 1

**9:00am Board Reorganization**

Staff Contact:

## Le Sueur County Board Reorganization

Administrator Pettis calls the 2014 Le Sueur County Board of Commissioners to Order.

Administrator Pettis then calls for nominations for Chairman. (3 Times)

Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_ nominates Commissioner \_\_\_\_\_ for Chairman.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_ and unanimously approved, nominations cease and the Secretary is instructed to cast a unanimous ballot for \_\_\_\_\_, the 2014 Board Chair.

Administrator Pettis hands over the gavel to the Board Chair.

The Board Chair then calls for nominations for Vice Chair. (3 Times)

Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_ nominates Commissioner \_\_\_\_\_ for Vice Chairman.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_ and unanimously approved, nominations cease and the Secretary is instructed to cast a unanimous ballot for \_\_\_\_\_, the 2014 Board Vice Chairman.

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# Le Sueur County, MN

Tuesday, January 7, 2014

Board Meeting

## Item 2

### 9:10am Agenda and Consent Agenda

*Minutes and Summary Minutes from December 17, 2013*

*Approve Repair Request for Ditch #51*

Staff Contact:

**Minutes of Le Sueur County Board of Commissioners Meeting  
December 17, 2013**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, December 17, 2013 at 5:30 p.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfling, Joe Connolly, John King, Dave Gliszinski, and Lance Wetzel. Also present were Darrell Pettis and Brent Christian.

On motion by Connolly, seconded by King and unanimously approved, the Board approved the amended 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 Minutes and Summary Minutes from the December 3, 2013 meeting.
- Approved transfer 92.78 from Human Services to Revenue
- Approved transfer 2,476.00 from Agency to Revenue
- Approved transfer 1,945.13 from Human Services to Revenue
- Approved transfer 1,109.25 from Agency to Revenue
- Approved the Ditch Repair Request for County Ditch #19

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

On motion by Gliszinski, seconded by King and unanimously approved, the Board authorized the Chair to sign the Title IV-D Cooperative Agreement with the Minnesota Department of Human Services and the Le Sueur County Offices of Human Services, Sheriff and County Attorney.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board authorized the Chair to sign the Commercial Lease Agreement between Le Sueur County Human Services and the Le Sueur County Soil and Water Conservation District for the Clubhouse.

On motion by King, seconded by Connolly and unanimously approved, the Board authorized the Chair to sign the Purchase of Service Agreement between Le Sueur County and Overson Family-Based Services for In-Home Family Therapy.

On motion by Gliszinski, seconded by King and unanimously approved, the Board authorized the Chair to sign the Purchase of Service Agreement between Le Sueur County and InnerSight Counseling Group for In-Home Family Therapy.

On motion by King, seconded by Connolly and unanimously approved, the Board authorized the Chair to sign the Purchase of Service Agreement between Le Sueur County and Paul J. Dietzman, Behavior Analyst, for In-Home Behavior Analyst services.

On motion by Gliszinski, seconded by King and unanimously approved, the following cases and claims were approved:

|            |              |
|------------|--------------|
| Financial: | \$35,320.59  |
| Soc Serv:  | \$203,445.19 |

Dave Tietz, Sheriff's Dept. came before the Board to get approval for the purchase of some surveillance equipment.

On motion by King, seconded by Connolly and unanimously approved, the Board approved the purchase of a Joey J-1300 Transcorder (Surveillance Device) in the amount of \$2,715.00.

At 6:35 p.m. the Board convened the Public Hearing to take testimony on the proposed 2014 County Levy and the 2014 County Budget. Eight members of the general public were present. County staff present included: Auditor / Treasurer Pam Simonette, Assessor Dave Armstrong, Human Services Director Sue Rynda, Public Health Director Cindy Shaughnessy, Finance Director / Elections Administrator Carol Blaschko and Assessor Shayne Bender. No public comments were received.

On motion by Connolly, seconded by King and unanimously approved, the Board declared the public hearing closed at 6:53 p.m.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board adopted the following 2014 Final Levy:

**2014 FINAL LEVY**

| <b>FUND</b>              | <b>TAXES</b>      | <b>PROGRAM AID</b> | <b>TOTAL</b>      | <b>SPECIAL LEVY<br/>(included in TOTAL)</b> |
|--------------------------|-------------------|--------------------|-------------------|---|
| Revenue                  | 7,076,780         | 364,539            | 6,712,241         | 86,632                                      |
| Road & Bridge            | 2,686,735         | 364,539            | 2,322,196         |   |
| SS & PA                  | 2,573,655         |                    | 2,573,655         |   |
| PA & GA                  | 1,064,573         |                    | 1,064,573         |   |
| Fair                     | 26,331            |                    | 26,331            |   |
| Building                 | 343,000           |                    | 343,000           |   |
| Extension Services       | 177,861           |                    | 177,861           |   |
| Park                     | 218,848           |                    | 218,848           |   |
| Bonded Indebtedness      | 1,427,903         |                    | 1,427,903         | 1,425,803                                   |
| Victim Witness           | 19,138            |                    | 19,138            |   |
| Capital Improvement      | 566,444           | 243,025            | 323,419           |   |
| Env Services(Water Plan) | 33,213            |                    | 33,213            |   |
| <b>TOTAL</b>             | <b>16,214,481</b> | <b>972,103</b>     | <b>15,242,378</b> | <b>1,512,435</b>                            |

On motion by King, seconded by Connolly and unanimously approved, the Board adopted the following 2014 Budget:

**RECAP OF FINAL 2014  
LE SUEUR COUNTY EXPENDITURES**

| <b>FUND</b>        | <b>TAXES</b> | <b>OTHER REVENUES</b> | <b>FUND BALANCE</b> | <b>TOTAL</b> |
|--------------------|--------------|-----------------------|---------------------|--------------|
| REVENUE            | 7,076,780    | 3,833,267             | 12,000              | 10,922,047   |
| ROAD & BRIDGE      | 2,686,735    | 7,812,256             |                     | 10,498,991   |
| SS & PA            | 2,573,655    | 1,685,004             |                     | 4,258,659    |
| PA & GA            | 1,064,573    | 1,095,040             |                     | 2,159,613    |
| FAIR (600)         | 26,331       |                       |                     | 26,331       |
| BUILDING (111)     | 343,000      |                       |                     | 343,000      |
| EXT SERVICES (601) | 177,861      | 475                   |                     | 178,336      |
| PARK (525)         | 218,848      | 39,686                |                     | 258,534      |

|                     |            |            |         |            |
|---------------------|------------|------------|---------|------------|
| BONDED INDEBT       | 1,427,903  |            |         | 1,427,903  |
| ENV SERVICES        | 33,213     | 532,136    | 73,410  | 638,759    |
| VICTIM WITNESS      | 19,138     | 55,000     |         | 74,138     |
| CAPTIAL IMPROVEMENT | 566,444    |            | 120,000 | 686,444    |
| <b>TOTAL</b>        | 16,214,481 | 15,052,864 | 205,410 | 31,472,755 |

Al Christensen, Tri County Solid Waste came before the Board with two requests for Board action.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the following Resolution approving the Tri-County Comprehensive Solid Waste Management Plan:

**A RESOLUTION TO APPROVE AND ADOPT THE TRI COUNTY  
COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN**

WHEREAS, the legislature of the State of Minnesota requires that Minnesota's counties develop a Solid Waste Management Plan in accordance with Minn. Stat. §§ 115A.46; 115A.471; 115A.551, subds. 6-7; 115A.552; 115A.557, subd. 2-3; 115A.63; 115A.84; 115A.914; 115.96, Subd.6-7; 115A.917; 115A.97; Minn. Rules 9215 and all other applicable statutes and rules; and

WHEREAS, Minnesota counties recognize the need to plan for and practice environmentally sound methods of managing their solid waste stream;

WHEREAS, in 1989, the legislature of the State of Minnesota enacted legislation to require that Solid Waste Management Plan's be amended to include the requirements in Minn. Stat. §§ 115A.551, 115A.914 and 115A.96, Subd. 6 (1991); and

WHEREAS, Le Sueur County recognizes the need to plan for and implement waste reduction, recycling, education, yard waste, source separated organic materials composting, special and problem material waste management strategies, and processing of MSW;

NOW, THEREFORE, BE IT RESOLVED, that the Le Sueur County Board of Commissioners hereby approves and adopts the Tri County Comprehensive County Solid Waste Management Plan and supporting documentation, dated October 16th, 2013.

BE IT THEREFORE FURTHER RESOLVED, that Le Sueur County agrees to maintain and implement the Plan as required by Minn. Rules pt. 9215.0530, subp. 1 and 2.

BE IT THEREFORE FURTHER RESOLVED, that the Le Sueur County Board of Commissioners submits this document to the Commissioner of the Minnesota Pollution Control Agency pursuant to applicable Minnesota laws and rules.

On motion by King, seconded by Connolly and unanimously approved, the Board approved the Agreement for Recycling Services between the Tri-County Solid Waste Joint Powers Board and Waste Management of Minnesota, a Division of Waste Management, Inc.

Cindy Westerhouse, Human Resources came before the Board with numerous items.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board accepted the retirement request from Ken Krenik, part time Water Patrol Officer in the Sheriff's Office, effective October 31, 2013.



On motion by King, seconded by Wetzel and unanimously approved, the Board promoted Melanie Nelson to a full time 911 Supervisor, in the Sheriff's Office, as a Grade 10, Step 6 at \$25.00 per hour effective January 1, 2014.

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board promoted Mitch Overn to a full time Jail Administrator effective January 1, 2014, as a Grade 13, step 8 at \$31.90 per hour.

On motion by King, seconded by Gliszinski and unanimously approved, the Board authorized the posting for two full-time Deputy Sheriff's in the Sheriff's Office, as a Grade 10, Step 1 at \$20.71 per hour.

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board granted regular status to Julie Factor, full time Deputy Auditor-Treasurer II - Motor Vehicle Specialist, in the Auditor-Treasurer's Office, effective December 10, 2013.

On motion by Gliszinski, seconded by King and unanimously approved, the Board authorized the posting and advertising for a full time Deputy Auditor-Treasurer II- Accounting Specialist in the Auditor- Treasurer's Office as a grade 7, Step 1 at \$17.39 per hour.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board accepted the resignation from Leigh Jagusch, Agency Social Worker in Human Services, effective December 27, 2013.

On motion by Gliszinski, seconded by King and unanimously approved, the Board authorized the posting and requesting of the merit list for a full time Agency Social Worker, in Human Services, as a Grade 10, Step 1 at \$20.71 per hour.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board promoted Jeff Neisen to a full time Network Administrator, in the Information Technology Department, as a Grade 10, Step 5 at 23.89 per hour, effective December 18, 2013.

On motion by Wetzel, seconded by King and unanimously approved, the Board ended employment with Employee 1813, effective December 13, 2013.

On motion by King, seconded by Wetzel and unanimously approved, the Board revised the current sick leave policy regarding the 100 days (800 hour) sick leave accrual for Non Union Employees. This revision is as follows:

Effective January 1, 2014, after one hundred (100) days sick leave (800 hours) has been accumulated, employees may carry over a maximum of one hundred (100) days sick leave (800 hours) from one calendar year to the following year. Days earned in excess will be divided in half; one half of the days will be placed in the sick leave bank and the remaining one half of the days will be multiplied by the current hourly rate and that dollar amount will be placed in the employee's MSRS Health Care Savings Plan.

Pam Simonette, Auditor - Treasurer appeared before the Board with two items for their consideration.

On motion by King, seconded by Connolly and unanimously approved, the Board directed the Auditor - Treasurer to remove parcel # 21-680-0470 from the 2013 tax forfeit sale. The former owner has passed away and the heirs desire to submit an application for repurchase.

Ms. Simonette presented information from cities and counties on liquor license fees and farm wineries.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board set a Public Hearing for Tuesday, February 4, 2014 at 10:00 a.m... The purpose of the Public Hearing is to hear testimony from interested parties and to consider a reduction in the fee for liquor licenses for a farm winery from \$1,500 to \$750 with all other additional license fees to remain the same.

Chuck Retka, representing Le Sueur County Trails, appeared before the Board to request authorization to use the township road in Ney Park for a snowmobile trail.

On motion by Connolly, seconded by King and unanimously approved, the Board authorized Le Sueur County Snow Trails to use the Ney Environmental Center Road for a period of one year with a speed limit of 20 miles per hour. The Snow Trails group shall erect all proper signage.

Bob Linn appeared before the Board to describe the Recreational Trail Program and a possible project along State Highway 13 in Waterville. The Administrator will prepare a Resolution of Support for the project.

Darrell Pettis, Administrator/Engineer appeared before the board with several items for discussion and approval.

On motion by Gliszinski, and seconded by Connolly and unanimously approved, the Board appointed Commissioner Wetzel as the county representative and Commissioner King as the alternate to the Regional Radio Board.

On motion by King, and seconded by Gliszinski and unanimously approved, the Board authorized the advertisement for bids on project S.P. 40-090-001 and SAP 40-635-004, Le Sueur Trail and CSAH 35 Pavement Rehabilitation. Bids will be opened on Friday, January 31, 2014 at 1:00 p.m.

On motion by Wetzel, seconded by King and unanimously approved, the Board called for Bids for the 2014 Legal Newspaper, bids will be opened on January 7, 2014 at 10:00 a.m.

On motion by Connolly, seconded by King and approved, the Board adopted the following resolution setting the 2014 mileage reimbursement rate:

**BE IT RESOLVED:** That the Le Sueur County Board of Commissioners hereby sets the mileage reimbursement for Le Sueur County Employees to be the Federal IRS mileage at \$0.56 per mile and \$0.02 per mile additional for those Water Patrol Officers while pulling a water patrol boat for the year 2014.

On motion by Gliszinski, seconded by King and approved the Board adopted the 2014 Per Diem Rate:

**BE IT RESOLVED:** That the Le Sueur County Board of Commissioners hereby sets the 2014 Per Diem at \$50.00 per half day and \$80.00 per full day, effective January 1, 2014.

On motion by King seconded by Connolly and approved, the Board set the 2014 Per Diem Eligible Committees as follows:

**2014 PER DIEM ELIGIBLE COMMITTEES**

Personnel Policy Committee, Scenic Byway Alliance, Family Services Collaborative, Minnesota River Board, Labor Management, Historical Society, Union Negotiations, Fair Board, PIC, Law Library, Airport Commissions, Extension, MVCOC, Le Sueur/Waseca Regional Library, Road & Bridge, Transportation Alliance, Annual Township Meeting, Personnel Interviews, all AMC Policy Committees, AMC, NACO, Community Health, Le Sueur - Waseca Board of Health, Planning & Zoning matters, Tri-County Solid Waste, 13 County Comprehensive Water Study, Cannon River Matters, MSSA, Mental Health Advisory, Intrack Joint Powers Board, Region 9, MVAC, EMS Joint Powers, HRA, Multi-County HRA, Region 9, Le Sueur County Aging and Transit, MV River Watershed Committee, Ney Foundation, Envision 2020, Parks, Le Sueur – Scott Joint Drainage Authority, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority, Public Health Emergency Preparedness Advisory Committee, Public Health Advisory Committee, LCDS Inc., Employee Reclassification Committee, German – Jefferson Sewer District, Regional Radio Board, GBERBA and any other newly created committees recognized by the County Board in the year 2014.

On motion by Gliszinski, seconded by Connolly and approved, the following resolution was adopted:

**BE IT RESOLVED:** that all members of the County Board, the Human Services Director, the County Engineer / Administrator, and the County Auditor / Treasurer are hereby designated as Association of Minnesota Delegates for Le Sueur County in 2014.

**BE IT FURTHER RESOLVED:** that all officials and their delegates are hereby authorized to attend all meetings called by their respective associations, regional and national, including regular meetings called during the year 2014, and

**BE IT FURTHER RESOLVED:** that all out of state meetings must be requested in person by the Department Head before the County Board.

On motion by King seconded by Connolly and approved, the Board established the 2014 annual base salary of the Le Sueur County Board of Commissioners to be \$27,000.00 plus cafeteria benefits as negotiated by the Union Contracts.

On motion by Gliszinski, seconded by King and approved, the Board adopted the following resolution setting the 2014 Le Sueur County hours of operation:

**THEREFORE BE IT RESOLVED:** That all employees except for public safety and the county highway department employees shall have their normal work week reduced from 40 hours to 39.5 hours in 2014.

**BE IT FURTHER RESOLVED:** That the normal hours of operation for the County Courthouse and Planning and Zoning Office shall be 8:00 a.m. to 4:30 p.m. on Mondays thru Thursday and 8:00 a.m. to 4:00 p.m. on Friday for 2014.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the following 2013 Budget Line Item Changes for the Road and Bridge Department:

| Account     |                                  | Approved    | Proposed      |
|-------------|----------------------------------|-------------|---------------|
| Number      | Line Item Description            | 2013 Budget | Budget Amount |
| 10-300-5521 | Sale of Materials                | \$20,000    | \$175,000     |
| 10-300-5558 | Misc Reimbursement               | \$60,000    | \$1,600,000   |
| 10-300-5885 | Township Bridge                  | \$290,000   | \$0           |
| 10-300-5888 | State Park Funds                 | \$0         | \$475,000     |
| 10-300-5893 | State Aid Regular Construction   | \$2,373,359 | \$4,525,000   |
| 10-300-5895 | State Aid Municipal Construction | \$421,100   | \$635,000     |
| 10-300-5896 | Bridge Bonds                     | \$343,323   | \$0           |
| 10-300-5898 | Sale of Material to City         | \$10,000    | \$80,000      |
| 10-301-6260 | Professional Services            | \$25,000    | \$575,000     |
| 10-301-6379 | Township Bridge                  | \$290,000   | \$0           |
| 10-301-6389 | State Aid Contracts              | \$2,588,043 | \$3,800,000   |
| 10-301-6390 | State Aid Municipal Payments     | \$549,739   | \$300,000     |
| 10-301-6392 | County Contract Payments         | \$687,500   | \$1,500,000   |
| 10-302-6610 | Major Road Equipment             | \$368,703   | \$480,000     |

On motion by Wetzel, seconded by King and unanimously approved, the Board authorized the Board Chair and County Sheriff to sign the 2014 - 2015 MNDNR Snowmobile Safety Enforcement Grant.

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

| Warrant # | Vendor Name                              | Amount       |
|-----------|--|--------------|
| 29870     | A'Viands                                 | \$ 7,521.19  |
| 29874     | American Engineering Testing             | \$ 9,045.11  |
| 29885     | Dr.John Berg Jr.                         | \$ 2,183.60  |
| 29889     | Bolton & Menk Inc.                       | \$ 27,820.86 |
| 29892     | Cargill Inc.                             | \$ 51,937.76 |
| 29893     | Carquest of Le Center                    | \$ 2,363.01  |
| 29903     | Emergency Automotive Tech Inc.           | \$ 24,435.55 |
| 29904     | Envirotech Services, Inc.                | \$ 2,550.57  |
| 29905     | Erickson Engineering Co. LLC             | \$ 3,745.00  |
| 29916     | Genesis                                  | \$ 11,650.29 |
| 29917     | Geo-Comm Corp.                           | \$ 8,763.75  |
| 29925     | Herness Construction LLC                 | \$ 2,231.02  |
| 29929     | I & S Group Inc.                         | \$ 2,516.00  |
| 29934     | Johnson Aggregates                       | \$ 4,378.23  |
| 29942     | Kris Engineering Inc.                    | \$ 2,585.84  |
| 29945     | Le Sueur Builder's Inc.                  | \$ 2,600.00  |
| 29958     | Minn St. Admin Itg Telecom               | \$ 2,840.00  |
| 29965     | Ney Environmental Education Foundation   | \$ 3,719.01  |
| 29967     | Nicollet Co. Attorney's Office           | \$ 12,149.21 |
| 29978     | Paragon Printing & Mailing Inc.          | \$ 9,982.69  |
| 30001     | Sibley County Treasurer                  | \$ 6,878.21  |
| 30005     | S.M.C. Co. Inc.                          | \$ 8,508.88  |
| 30014     | Technical Solutions of Madison Lake Inc. | \$ 2,842.88  |

|       |                        |              |
|-------|------------------------|--------------|
| 30016 | Tire Associates Inc.   | \$ 3,953.92  |
| 30019 | Traxler Construction   | \$ 3,361.41  |
| 30027 | Waterford Oil Co. Inc. | \$ 22,998.06 |
| 30028 | Wayne's Auto Body      | \$ 2,194.43  |
| 30035 | Ziegler Inc.           | \$ 6,861.18  |

|  |                     |
|--|---------------------|
| <b>140 Claims paid less than \$2,000.00:</b> | <b>\$ 51,193.45</b> |
| <b>28 Claims paid more than \$2,000.00:</b>  | <b>\$252,617.66</b> |
| <b>168 Total all claims paid:</b>            | <b>\$303,811.11</b> |

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, January 7, 2014 at 9:00am.

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

**Summary Minutes of Le Sueur County Board of Commissioners Meeting  
Tuesday December 17, 2013**

This is only a summary publication per MN Statutes 375.12 and 331A.01 subd. 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, December 17, 2013 at 5:30pm in the Commissioners Room at Le Center, Minnesota. Those members present were: Steve Rohlfsing, John King, Lance Wetzell, Dave Gliszinski, and Joe Connolly. Also present were Darrell Pettis and Brent Christian

The following items were approved:

- Approved the amended agenda for the day. (Connolly – King)
- Approved the consent agenda: (Gliszinski – Connolly)
  - A. Approved the Minutes and Summary Minutes from the December 3, 2013 meeting.
  - B. Approved transfer 92.78 from Human Services to Revenue
  - C. Approved transfer 2,476.00 from Agency to Revenue
  - D. Approved transfer 1,945.13 from Human Services to Revenue
  - E. Approved transfer 1,109.25 from Agency to Revenue
  - F. Approved the Ditch Repair Request for County Ditch #19
- Sue Rynda, Human Services Director, appeared before the Board to give the monthly Human Services Report.
- The Board authorized the Chair to sign the Title IV-D Cooperative Agreement with the Minnesota Department of Human Services and the Le Sueur County Offices of Human Services, Sheriff and County Attorney. (Gliszinski – King)
- The Board authorized the Chair to sign the Commercial Lease Agreement between Le Sueur County Human Services and the Le Sueur County Soil and Water Conservation District for the Clubhouse. (Connolly – Gliszinski)
- The Board authorized the Chair to sign the Purchase of Service Agreement between Le Sueur County and Overson FamilyBased Services. (King – Connolly)
- The Board authorized the Chair to sign the Purchase of Service Agreement between Le Sueur County and InnerSight Counseling Group. (Gliszinski – King)
- The Board authorized the Chair to sign the Purchase of Service Agreement between Le Sueur County and Paul J. Dietzman, Behavior Analyst. (King – Connolly)
- The following cases and claims were approved: (Gliszinski – King)

|            |              |
|------------|--------------|
| Financial: | \$35,320.59  |
| Soc Serv:  | \$203,445.19 |
- Dave Tietz, Sheriff's Dept. came before the Board to get approval for the purchase of some surveillance equipment.
- The Board approved the purchase of a Joey J-1300 Transcorder (Surveillance Device) in the amount of \$2,715.00. (King – Connolly)
- At 6:35 p.m. the Board convened the Public Hearing to take testimony on the proposed 2014 County Levy and the 2014 County Budget. Eight members of the general public were present. County staff present included: Auditor / Treasurer Pam Simonette, Assessor Dave Armstrong, Human Services Director Sue Rynda, Public Health Director Cindy Shaughnessy, Finance

Director / Elections Administrator Carol Blaschko and Assessor Shayne Bender. No public comments were received.

- The Board declared the public hearing closed at 6:53 p.m. (Connolly – King)
- The Board adopted the following 2014 Final Levy: (Wetzel – Gliszinski)

**2014 FINAL LEVY**

| <b>FUND</b>              | <b>TAXES</b>      | <b>PROGRAM AID</b> | <b>TOTAL</b>      | <b>SPECIAL LEVY<br/>(included in TOTAL)</b> |
|--------------------------|-------------------|--------------------|-------------------|---|
|                          | 7,076,780         | 364,539            | 6,712,241         | 86,632                                      |
| <b>Revenue</b>           |                   |                    |                   |   |
| Road & Bridge            | 2,686,735         | 364,539            | 2,322,196         |   |
| SS & PA                  | 2,573,655         |                    | 2,573,655         |   |
| PA & GA                  | 1,064,573         |                    | 1,064,573         |   |
| Fair                     | 26,331            |                    | 26,331            |   |
| Building                 | 343,000           |                    | 343,000           |   |
| Extension Services       | 177,861           |                    | 177,861           |   |
| Park                     | 218,848           |                    | 218,848           |   |
| Bonded Indebtedness      | 1,427,903         |                    | 1,427,903         | 1,425,803                                   |
| Victim Witness           | 19,138            |                    | 19,138            |   |
| Capital Improvement      | 566,444           | 243,025            | 323,419           |   |
| Env Services(Water Plan) | 33,213            |                    | 33,213            |   |
| <b>TOTAL</b>             | <b>16,214,481</b> | <b>972,103</b>     | <b>15,242,378</b> | <b>1,512,435</b>                            |

- The Board adopted the following 2014 Budget: (King – Connolly)

**RECAP OF FINAL 2014  
LE SUEUR COUNTY EXPENDITURES**

| <b>FUND</b>         | <b>TAXES</b>      | <b>OTHER REVENUES</b> | <b>FUND BALANCE</b> | <b>TOTAL</b>      |
|---------------------|-------------------|-----------------------|---------------------|-------------------|
| REVENUE             | 7,076,780         | 3,833,267             | 12,000              | 10,922,047        |
| ROAD & BRIDGE       | 2,686,735         | 7,812,256             |                     | 10,498,991        |
| SS & PA             | 2,573,655         | 1,685,004             |                     | 4,258,659         |
| PA & GA             | 1,064,573         | 1,095,040             |                     | 2,159,613         |
| FAIR (600)          | 26,331            |                       |                     | 26,331            |
| BUILDING (111)      | 343,000           |                       |                     | 343,000           |
| EXT SERVICES (601)  | 177,861           | 475                   |                     | 178,336           |
| PARK (525)          | 218,848           | 39,686                |                     | 258,534           |
| BONDED INDEBT       | 1,427,903         |                       |                     | 1,427,903         |
| ENV SERVICES        | 33,213            | 532,136               | 73,410              | 638,759           |
| VICTIM WITNESS      | 19,138            | 55,000                |                     | 74,138            |
| CAPTIAL IMPROVEMENT | 566,444           |                       | 120,000             | 686,444           |
| <b>TOTAL</b>        | <b>16,214,481</b> | <b>15,052,864</b>     | <b>205,410</b>      | <b>31,472,755</b> |

- Al Christensen, Tri County Solid Waste came before the Board with two requests for Board action.
- The Board approved the Resolution approving the Tri-County Comprehensive Solid Waste Management Plan. (King Gliszinski)
- The Board approved the Agreement for Recycling Services between the Tri-County Solid Waste Joint Powers Board and Waste Management of Minnesota, a Division of Waste Management, Inc. (King – Connolly)
- Cindy Westerhouse, Human Resources came before the Board with numerous items.
- The Board accepted the retirement request from Ken Krenik, part time Water Patrol Officer in the Sheriff's Office. (Gliszinski – Connolly)
- The Board promoted Melanie Nelson to a full time 911 Supervisor, in the Sheriff's Office, as a Grade 10, Step 6 at \$25.00 per hour. (King – Wetzel)
- The Board promoted Mitch Overn to a full time Jail Administrator effective January 1, 2014, as a Grade 13, step 8 at \$31.90 per hour. (Wetzel – Connolly)
- The Board authorized the posting for two full-time Deputy Sheriff's in the Sheriff's Office, as a Grade 10, Step 1 at \$20.71 per hour. (King – Gliszinski)
- The Board granted regular status to Julie Factor, full time Deputy Auditor-Treasurer II - Motor Vehicle Specialist, in the Auditor-Treasurer's Office. (Wetzel – Connolly)
- The Board authorized the posting and advertising for a full time Deputy Auditor-Treasurer II-Accounting Specialist in the Auditor- Treasurer's Office as a grade 7, Step 1 at \$17.39 per hour. (Gliszinski – King)
- The Board accepted the resignation from Leigh Jagusch, Agency Social Worker in Human Services. (Connolly – Wetzel)
- The Board authorized the posting and requesting of the merit list for a full time Agency Social Worker, in Human Services, as a Grade 10, Step 1 at \$20.71 per hour. (Gliszinski – King)
- The Board promoted Jeff Neisen to a full time Network Administrator, in the Information Technology Department, as a Grade 10, Step 5 at 23.89 per hour. (Connolly – Gliszinski)
- The Board ended employment with Employee 1813. (Wetzel – King)
- The Board revised the current sick leave policy regarding the 100 days (800 hour) sick leave accrual for Non Union Employees. (King – Wetzel)
- Pam Simonette, Auditor - Treasurer appeared before the Board with two items for their consideration.
- The Board directed the Auditor - Treasurer to remove parcel # 21-680-0470 from the 2013 tax forfeit sale. The former owner has passed away and the heirs desire to submit an application for repurchase. (King – Connolly)
- Ms. Simonette presented information from cities and counties on liquor license fees and farm wineries.
- The Board set a Public Hearing for Tuesday, February 4, 2014 at 10:00 a.m. The purpose of the Public Hearing is to hear testimony from interested parties and to consider a reduction in the fee for liquor licenses for a farm winery from \$1,500 to \$750 with all other additional license fees to remain the same.
- Chuck Retka, representing Le Sueur County Trails, appeared before the Board to request authorization to use the township road in Ney Park for a snowmobile trail.
- The Board authorized Le Sueur County Snow Trails to use the Ney Environmental Center Road for a period of one year with a speed limit of 20 miles per hour. (Connolly – King)



- Bob Linn appeared before the Board to describe the Recreational Trail Program and a possible project along State Highway 13 in Waterville. The Administrator will prepare a Resolution of Support for the project.
- Darrell Pettis, Administrator/Engineer appeared before the board with several items for discussion and approval.
- The Board appointed Commissioner Wetzel as the county representative and Commissioner King as the alternate to the Regional Radio Board. (Gliszinski – Connolly)
- The Board authorized the advertisement for bids on project S.P. 40-090-001 and SAP 40-635-004, Le Sueur Trail and CSAH 35 Pavement Rehabilitation. Bids will be opened on Friday, January 31, 2014 at 1:00 p.m. (King – Gliszinski)
- The Board called for Bids for the 2014 Legal Newspaper, bids will be opened on January 7, 2014 at 10:00 a.m. (Wetzel – King)
- The Board adopted the resolution setting the 2014 mileage reimbursement rate. (Connolly – King)
- The Board adopted the 2014 Per Diem Rate. (Gliszinski – King)
- The Board set the 2014 Per Diem Eligible Committees as follows: (King – Connolly)

**2014 PER DIEM ELIGIBLE COMMITTEES**

Personnel Policy Committee, Scenic Byway Alliance, Family Services Collaborative, Minnesota River Board, Labor Management, Historical Society, Union Negotiations, Fair Board, PIC, Law Library, Airport Commissions, Extension, MVCOG, Le Sueur/Waseca Regional Library, Road & Bridge, Transportation Alliance, Annual Township Meeting, Personnel Interviews, all AMC Policy Committees, AMC, NACO, Community Health, Le Sueur - Waseca Board of Health, Planning & Zoning matters, Tri-County Solid Waste, 13 County Comprehensive Water Study, Cannon River Matters, MSSA, Mental Health Advisory, Imtrack Joint Powers Board, Region 9, MVAC, EMS Joint Powers, HRA, Multi-County HRA, Region 9, Le Sueur County Aging and Transit, MV River Watershed Committee, Ney Foundation, Envision 2020, Parks, Le Sueur – Scott Joint Drainage Authority, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority, Public Health Emergency Preparedness Advisory Committee, Public Health Advisory Committee, LCDS Inc., Employee Reclassification Committee, German – Jefferson Sewer District, Regional Radio Board, GBERBA

- The Resolution was adopted that all members of the County Board, the Human Services Director, the County Engineer / Administrator, and the County Auditor / Treasurer are hereby designated as Association of Minnesota Delegates for Le Sueur County in 2014. (Gliszinski - Connolly)
- The Board established the 2014 annual base salary of the Le Sueur County Board of Commissioners to be \$27,000.00 plus cafeteria benefits as negotiated by the Union Contracts. (King – Connolly)
- The Board adopted the resolution setting the 2014 Le Sueur County hours of operation (Gliszinski – King)
- the Board approved the following 2013 Budget Line Item Changes for the Road and Bridge Department:

| Account |                       | Approved    | Proposed      |
|---------|-----------------------|-------------|---------------|
| Number  | Line Item Description | 2013 Budget | Budget Amount |

|             |                                  |             |             |
|-------------|----------------------------------|-------------|-------------|
| 10-300-5521 | Sale of Materials                | \$20,000    | \$175,000   |
| 10-300-5558 | Misc Reimbursement               | \$60,000    | \$1,600,000 |
| 10-300-5885 | Township Bridge                  | \$290,000   | \$0         |
| 10-300-5888 | State Park Funds                 | \$0         | \$475,000   |
| 10-300-5893 | State Aid Regular Construction   | \$2,373,359 | \$4,525,000 |
| 10-300-5895 | State Aid Municipal Construction | \$421,100   | \$635,000   |
| 10-300-5896 | Bridge Bonds                     | \$343,323   | \$0         |
| 10-300-5898 | Sale of Material to City         | \$10,000    | \$80,000    |
| 10-301-6260 | Professional Services            | \$25,000    | \$575,000   |
| 10-301-6379 | Township Bridge                  | \$290,000   | \$0         |
| 10-301-6389 | State Aid Contracts              | \$2,588,043 | \$3,800,000 |
| 10-301-6390 | State Aid Municipal Payments     | \$549,739   | \$300,000   |
| 10-301-6392 | County Contract Payments         | \$687,500   | \$1,500,000 |
| 10-302-6610 | Major Road Equipment             | \$368,703   | \$480,000   |

●The Board authorized the Board Chair and County Sheriff to sign the 2014 - 2015 MNDNR Snowmobile Safety Enforcement Grant. (Wetzel – King)

●The Board approved the following claims for payment: (Gliszinski – Connolly)

**140 Claims paid less than \$2,000.00: \$ 51,193.45**

**28 Claims paid more than \$2,000.00: \$252,617.66**

**168 Total all claims paid: \$303,811.11**

●The Board adjourned until Tuesday, January 7, 2014 at 9:00am. (Connolly – King)

**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 # 51 located in Cordova township.

Signed  
Doug Miller (Doug Miller)

Address/Phone #  
40464 245 Ave LeCenter  
612-903-8001

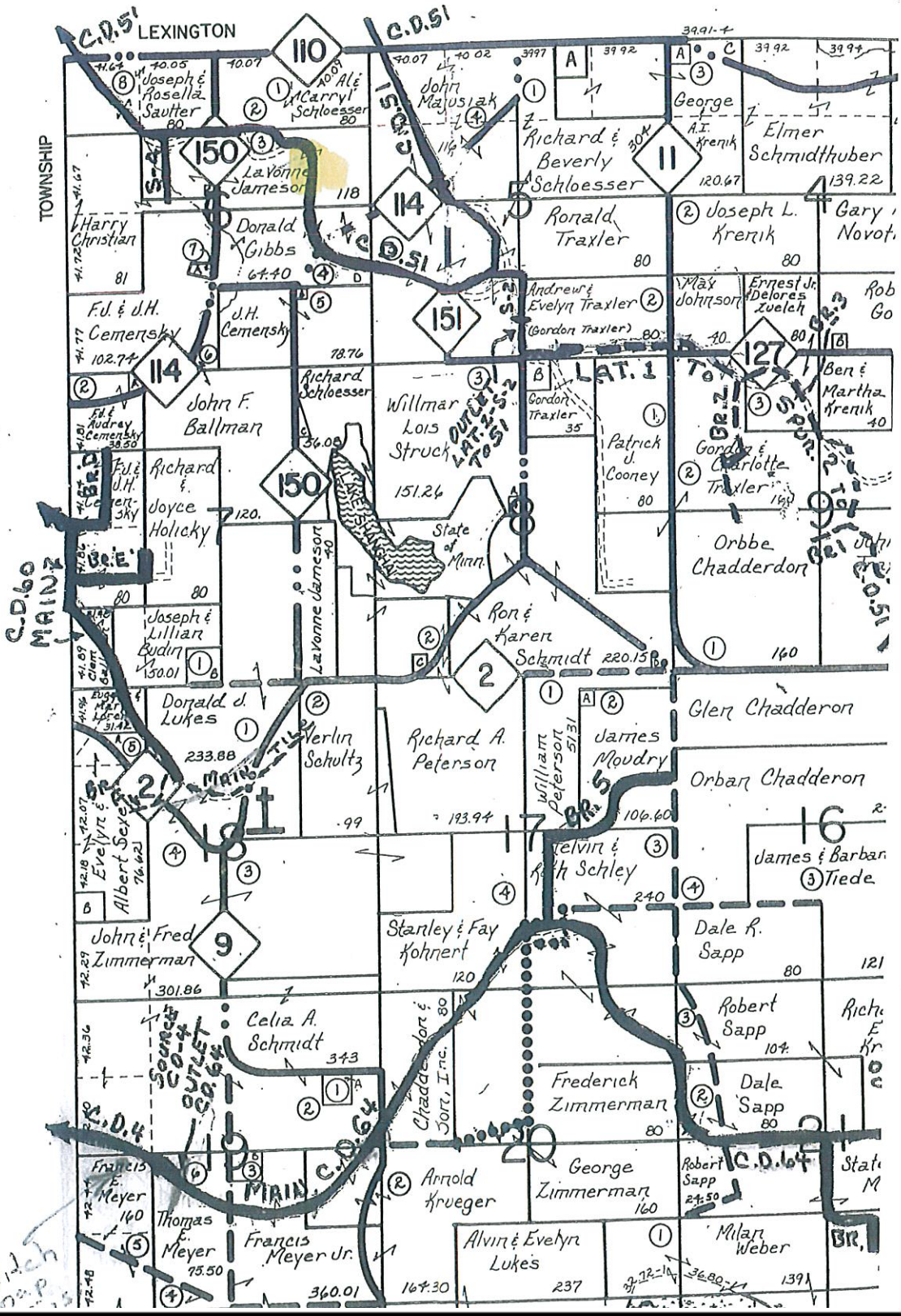
Date: 12-17,13

Description of problem: Sect 6  
need crossing to access property

6' culvert  
40' crossing } needed  
Sue Pinal



TOWNSHIP: 110 N.



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# Le Sueur County, MN

Tuesday, January 7, 2014

Board Meeting

## Item 3

**9:15am Cindy Westerhouse - Human Resources**

*Probationary Period Completed*

*New Hires*

Staff Contact:

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# Le Sueur County, MN

Tuesday, January 7, 2014

Board Meeting

## Item 4

**9:25am Kari Sowieja - Human Services**

*End of Year Claims*

Staff Contact:

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# Le Sueur County, MN

Tuesday, January 7, 2014

Board Meeting

## Item 5

**9:45am Dave Armstong - Assessor**

*Clerical Abatements and Additions to Tax Rolls - Annual Report*

Staff Contact:

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# Le Sueur County, MN

Tuesday, January 7, 2014

Board Meeting

## Item 6

**10:00am Open Newspaper Bids**

**Staff Contact:**



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# Le Sueur County, MN

Tuesday, January 7, 2014

Board Meeting

## Item 7

**10:05am Kathy Burns - Historical Society**

*Release of 2014 Fund*

*Donation for Gledner Saw Mill*

Staff Contact:

## Historical Society

### Item #1: 2014 allocation

The Board will provide their request for 2014 funds showing the specific use of those monies per the proposed budget submitted back in August. The \$20,000 will be directed toward paying utilities, insurance, security, grounds care/snow removal, pest control and supplies.

These bills will be prepaid January through December. We will provide you with the usual itemized list and copies of checks issued.

Item #2: Donation for Geldner Saw Mill Fund LCHS will present a check for \$600, the result of our fund campaign since mid-November.

I spoke to Don Reak about this and he indicated the check can go into an income account set up through the Parks Dept. for the mill.

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# Le Sueur County, MN

Tuesday, January 7, 2014

Board Meeting

## Item 8

**10:10am Pam Simonette - Auditor Treasurer**

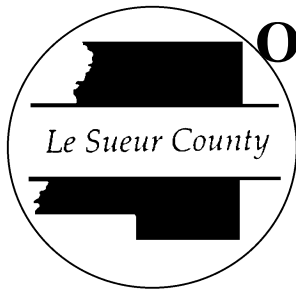
*Depositories for 2014*

*Claims to be Paid under the Statute by Auditor Treasurer's Approval*

*Dedicated Reserves*

*Two Credit Card Applications to be approved*

Staff Contact:



# Office of the County Auditor-Treasurer

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057  
TEL: 507-357-2251 FAX: 507-357-6375  
Pam Simonette-County Auditor-Treasurer

January 7, 2014

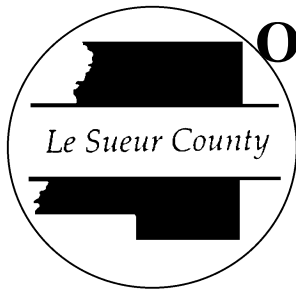
Le Sueur County Board of Commissioners:

I hereby designate the following financial institutions as depositories of funds for Le Sueur County for 2014, provided they furnish proper and sufficient collateral or surety bond, as needed for such deposits.

- |                                     |                |
|-------------------------------------|----------------|
| 1. First National Bank              | Le Center MN   |
| 2. First State Bank                 | Le Center MN   |
| 3. Frandsen Bank & Trust            | Montgomery MN  |
| 4. First Farmers and Merchants Bank | Le Sueur MN    |
| 5. Cornerstone State Bank           | Le Sueur MN    |
| 6. HomeTown Bank                    | Cleveland MN   |
| 7. Frandsen Bank & Trust            | Waterville MN  |
| 8. Elysian Bank                     | Elysian MN     |
| 9. Wachovia Securities Inc.         | Minneapolis MN |
| 10. Magic Fund                      | Minneapolis MN |
| 11. State Bank of New Prague        | New Prague MN  |

Sincerely,

Pam Simonette  
Le Sueur County Auditor-Treasurer



# Office of the County Auditor-Treasurer

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057  
TEL: 507-357-2251 FAX: 507-357-6375  
Pam Simonette-County Auditor-Treasurer

January 7, 2014

Le Sueur County Board of Commissioners:

The following is a list of the dedicated reserves for Le Sueur County for 2014:

|                |                       |
|----------------|-----------------------|
| Revenue Fund   | 4,368,819             |
| Road & Bridge  | 4,199,596             |
| Human Services | 2,567,309             |
| Environmental  | 255,504               |
| Victim Witness | 29,655                |
| Solid Waste    | 1,536,738.48 (actual) |
| Bond Fund      | 571,161               |

Sincerely,

Pam Simonette  
Le Sueur County Auditor-Treasurer

### **Auditor-Treasurer Warrants for 2014**

The Auditor-Treasurer's Office approved and paid the following claims in 2013 on a weekly basis and needs authorization to do so in 2014:

Bills that are discounted when paid in specific time period

Utilities/Telephone/Sewer & Water

Contract/Lease Payments

Employee's Credit Card Reimbursements

Class Registration/Reservations

Dues

Postage

Drug Investigation Money

Tax Settlements/Appportionments

License Fees

Taxes & Special Assessments

Bond Payments

Septic Loans

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# Le Sueur County, MN

Tuesday, January 7, 2014

Board Meeting

## Item 9

**10:20am Scott Gerr - MIS**

*Contract Renewal*

Staff Contact:



# QUOTE

**Syntax, Inc.**

1295 Bandana Boulevard North  
 Suite 125  
 St. Paul, MN 55108  
 Phone: (651) 641-1550  
 Fax: (651) 641-1572

|                      |             |
|----------------------|-------------|
| <b>ORDER NUMBER:</b> | 0033915     |
| <b>DATE:</b>         | 12/23/2013  |
| <b>SALESPERSON:</b>  | JDR         |
| <b>TERMS:</b>        | Net 30 Days |
| <b>SHIP VIA:</b>     | UPS GROUND  |
| <b>CUSTOMER PO#:</b> |             |

**BILL TO:**

**LeSueur County**  
**88 South Park Avenue**  
**Attn: Accounts Payable**

**Le Center, MN 56057**

**SHIP TO:**

**LeSueur County Courthouse**  
**88 South Park Avenue**  
**Attn: Scott Gerr**

**Le Center, MN 56057**

**CUSTOMER NO: 10-LESUE01****CONFIRM TO: Scott Gerr**

| ITEM NUMBER    | QTY  | DESCRIPTION  | PRICE      | AMOUNT     |
|----------------|------|--|------------|------------|
| FC104129540212 | 1.00 | FortiMail-400B 8x5 FortiCare plus FortiGuard Bundle Renewal - 1-Year (FC-10-00412-954-02-12) | \$1,595.00 | \$1,595.00 |

**Federal Tax ID# 41-1432273**

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

\_\_\_\_\_  
 Client Signature

\_\_\_\_\_  
 Date

|                     |                   |
|---------------------|-------------------|
| Net Order:          | \$1,595.00        |
| Less Discount:      | \$0.00            |
| Freight:            | \$0.00            |
| Sales Tax:          | \$109.66          |
| <b>Order Total:</b> | <b>\$1,704.66</b> |



SYNTAX STANDARD TERMS AND CONDITIONS

Terms & 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, whichever 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.

Shipping: Expedited orders and orders less than \$2000 will have freight charges added to the customer invoice where applicable. Additional orders may be assessed freight charges and will be disclosed to the customer prior to shipment.

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.

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# Le Sueur County, MN

Tuesday, January 7, 2014

Board Meeting

## Item 10

**10:25am Darrell Pettis - County Administrator/Engineer**

*Committee Assignments*

*A'Viands Food Agreement - Jail*

*CSAH 23 Reconstuction*

*RTP Support Resolution*

*Library Board*

*Out of State Travel for Tom Beer – Highway Dept. March 17 to March 19, ATSSA Sign Conf, Fargo, ND*

*End of Year Claims*

Staff Contact:

## DRAFT 2014 County Board Re-Organization

The 2014 mileage reimbursement rate is \$0.56 per mile and \$0.02 per mile additional for water patrol officers for pulling water patrol boat.

2014 per diem rate is \$50.00 per half day and \$80.00 per full day.

Commissioner \_\_\_\_\_ is the 2014 County Board Chair and Commissioner \_\_\_\_\_ is the Vice Chair.

The \_\_\_\_\_ is the 2014 Official Legal Paper for Le Sueur County:  
Phone \_\_\_\_\_; Fax \_\_\_\_\_; e-mail: \_\_\_\_\_

The \_\_\_\_\_ Second Publication: Phone \_\_\_\_\_; Fax \_\_\_\_\_; E-mail;  
\_\_\_\_\_

**Commissioner Gliszinski (1):** AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridge, Guardian Ad Litem, Transportation Alliance, Fair Board, Planning & Zoning, Work Force Council, Labor Management, Insurance Review, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Scott Joint Drainage Authority, AMC Public Safety Policy Committee.

**Commissioner Connolly (2):** AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Insurance, Deferred Compensation, Law Library, Le Sueur County Aging & Transit, MVAC/HRA, AMC General Government Policy Committee, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Scott Joint Drainage Authority, Employee Reclassification Committee, Union Negotiations.

**Commissioner King (3):** AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Airport Commission for Le Sueur, MSSA, Joint Powers, MCIT, Transportation Alliance, Safety Committee, Minnesota River Board, Greater Blue Earth River Basin Alliance (GBERBA), Ney Foundation, Le Sueur – Waseca Regional Library, AMC Health & Human Services Policy Committee and Le Sueur – Scott Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority, Regional Radio Board.

**Commissioner Wetzel (4):** AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, Le Sueur County Developmental Services (LCDS), MVAC, EMS Joint Powers, MVCOC, Cannon River Watershed, Public Health Advisory Committee, Public Health Emergency Preparedness Advisory, Family Services Collaborative, Extension, Regional Radio Board, AMC Transportation & Infrastructure Policy Committee, Le Sueur – Rice Joint Drainage Authority, Le Sueur – Blue Earth Joint Drainage Authority and Transportation Alliance.

**Commissioner Rohlfing (5):** AMC, NACO, Tri-County Solid Waste, Le Sueur-Waseca Board of Health, German – Jefferson Sewer District, Roads & Bridges, MCIT, Mental Health Advisory, Intrack Joint Powers Board, Transportation Alliance, VIP, Scenic Byway Alliance, MN River Basins, Region 9, SBA., Minnesota River Board, Le Sueur County Developmental Services (LCDS), Envision 2020, Personnel Policy Committee, Extension, Le Sueur – Waseca Regional Library, Mental Health Advisory, AMC Environment & Natural Resources Policy Committee, Historical Society, Union Negotiations, Employee Reclassification Committee, Le Sueur – Blue Earth Joint Drainage Authority, Airport Commission for Mankato .

**2014 Canvassing Board Members; Commissioners Gliszinski and King**

**AGREEMENT FOR PROFESSIONAL SERVICES**  
CSAH 23 OTTAWA BYPASS  
LE SUEUR COUNTY, MINNESOTA

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the LeSueur County, 88 South Park Avenue, LeCenter, Minnesota, hereinafter referred to as CLIENT, and Bolton & Menk, Inc., 1960 Premier Drive, Mankato, Minnesota, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT intends to employ professional services required in conjunction with the design and construction of a new highway referred to for the purposes of this agreement as the CSAH 23 Reconstruction, from CSAH 36 to TH 112, near Ottawa, Minnesota, and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION I - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

**SECTION II - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

**SECTION III - COMPENSATION FOR SERVICES**

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

| <b>Employee Classification</b>                             | <b>Hourly Billing Rates</b> |
|--|-----------------------------|
| Sr. Principal Engineer/Surveyor                            | \$120-150/Hour              |
| Sr. Project Manager - Principal Engineer/Surveyor          | \$100-150                   |
| Senior Transportation/Aviation Planner                     | \$110-150                   |
| Project Manager (Inc. Landscape Architect)                 | \$100-150                   |
| Project/Design Engineer/Planner/Landscape Architect        | \$60-135                    |
| Licensed Surveyor  | \$70-135                    |
| Project Surveyor   | \$60-100                    |
| Specialist (Nat. Resources; GIS; Traffic; Graphics; Other) | \$70-120                    |
| Senior Technician (Inc. Survey <sup>1</sup> )              | \$70-145                    |
| Technician (Inc. Survey <sup>1</sup> )                     | \$50-90                     |
| Administrative Support & Clerical                          | \$35-80                     |
| GPS/Robotic Survey Equipment                               | NO CHARGE                   |
| CAD/Computer Usage   | NO CHARGE                   |
| Routine Office Supplies                                    | NO CHARGE                   |
| Routine Photo Copying/Reproduction                         | NO CHARGE                   |
| Field Supplies/Survey Stakes & Equipment                   | NO CHARGE                   |
| Mileage  | NO CHARGE                   |

<sup>1</sup> No Separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the costs of this equipment are included in the rates for Survey Technicians.

2. Total cost for the Basic Services, as itemized under Section I.A. of EXHIBIT I shall not exceed the following.

CSAH 23 – Unimin Section (CSAH 36 to CR 100)

|                                  |           |
|----------------------------------|-----------|
| Design and Bidding Services..... | \$30,600  |
| Bridge/Tunnel Design.....        | \$80,000  |
| Geotechnical Engineering.....    | \$6,500   |
| Right-of-Way Plat.....           | \$3,400   |
| Total.....                       | \$120,500 |

CSAH 23 – LeSueur County Section (CR 100 to TH 112)

|                                  |          |
|----------------------------------|----------|
| Design and Bidding Services..... | \$59,400 |
| Geotechnical Engineering.....    | \$14,000 |
| Right-of-Way Plat.....           | \$6,600  |
| Total.....                       | \$80,000 |

**TOTAL, BASIC SERVICES ..... \$200,500**

3. The following is the estimated cost for construction phase services, as itemized under Section I.B. of EXHIBIT I. Construction phase services will be performed on an hourly basis.

CSAH 23-Unimin Section (CSAH 36 to CR 100)

|                                   |                       |
|-----------------------------------|-----------------------|
| Construction Staking .....        | \$6,800 <sup>1</sup>  |
| Construction Observation .....    | \$13,600 <sup>2</sup> |
| Construction Administration ..... | \$8,500               |
| Geotechnical .....                | <u>\$38,500</u>       |
| Total .....                       | \$67,400              |

CSAH 23-LeSueur County (CR 100 to TH 112)

|                                   |                       |
|-----------------------------------|-----------------------|
| Construction Staking .....        | \$13,200 <sup>1</sup> |
| Construction Observation .....    | \$26,400 <sup>2</sup> |
| Construction Administration ..... | \$16,500              |
| Geotechnical .....                | <u>\$21,000</u>       |
| Total .....                       | \$77,100              |

**ESTIMATED CONSTRUCTION PHASE SERVICES..... \$144,500**

<sup>1</sup> Total assumes 136 hours of survey crew time at \$110.00/hour

<sup>2</sup> Total assumes 470 hours of engineering technician time at \$85.00/hour

4. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for the following Direct Expenses when incurred in the performance of the work.

- a. CLIENT approved outside professional and technical services.
- b. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.

5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.

- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates.

## SECTION IV - GENERAL

### A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

### B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

### C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

### D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.



During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

#### E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

#### G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

## H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

## I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

## J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

## K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

## L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

**The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Disputes not resolved by mediation shall then be submitted to arbitration in accordance with provisions of the Construction Industry Arbitration Rules of the American Arbitration Association. CONSULTANT and the CLIENT agree to require an equivalent dispute resolution process governing all contractors, sub-contractors, suppliers, consultants, and fabricators concerned with this project.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**SECTION V - SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: LeSueur County, Minnesota

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT I

### PROJECT RELATED SERVICES BY CONSULTANT

#### CSAH 23 RECONSTRUCTION LE SUEUR COUNTY, MINNESOTA

##### I.A. BASIC SERVICES

For purposes of this specific project, Basic Services to be provided by the CONSULTANT are as follows:

1. Upon authorization to proceed, the CONSULTANT shall prepare detailed plans and specifications conforming to the requirements of the Minnesota Department of Transportation State Aid for Local Transportation, LeSueur County, and Minnesota Pollution Control Agency.
2. The CONSULTANT shall submit a preliminary set of plans (approximately 75% complete) to the CLIENT for review.
3. The CONSULTANT shall submit a final set of plans and specifications to the CLIENT for review and approval.
4. CONSULTANT shall submit review plans and specifications with appropriate agencies having jurisdiction over the project including, but not limited to, LeSueur County, Minnesota Department of Transportation State Aid for Local Transportation, Minnesota Department of Natural Resources and Minnesota Pollution Control Agency (MPCA), when required by that agency.
5. The CONSULTANT shall incorporate comments from the CLIENT and MnDOT and submit plans and specifications for final review and approval.
6. The CONSULTANT shall prepare cost estimates as required by the CLIENT.
7. The CONSULTANT, in cooperation with sub-consultants, will provide soil borings, at 15 foot depth along the center-line alignment as recommended in the Mn/DOT Geotechnical and Pavement Design Manual. In addition to the fieldwork, laboratory tests will be completed, including up to 3 R-value tests and soil boring logs will be provided in an electronic format. A detailed *Materials Design Recommendation Report* will be provided, specifically addressing recommendations for the new roadway embankment and pavement design.
8. The CONSULTANT, in cooperation with sub-consultants, will provide plans and specifications for a bridge/tunnel structure, approximately 366-ft long. The bridge/tunnel is assumed to be a pre-cast concrete arch or BEBO structure supported on reinforced cast-in-place concrete abutments. The design will conform to current AASHTO Design Specifications, MnDOT standards, and FHWA standards. The plan will be prepared in accordance with MnDOT Bridge Design Specifications and MnDOT Standard

Specifications for Construction.

9. The CONSULTANT shall assist the CLIENT in the preparation of permit applications for LeSueur County, and Minnesota Pollution Control Agency.

The CONSULTANT'S responsibility on the permit application shall be limited to the provision of information relative to the project. The CLIENT shall assume responsibilities for submittal and delivery of permit applications, necessary bonds, permit application fees and all other work and costs associated with such permits.

10. The CONSULTANT shall identify the general location and prepare any required easements for the proposed construction. The CLIENT will be responsible for obtaining the necessary signatures and recording the easements, if necessary
11. The CONSULTANT shall prepare the necessary bid documents and proposal forms, and advertisement for bids and shall supply sufficient numbers of plan sets for distribution to bidders for which a charge to cover reproduction expenses and clerical time can be made by the CONSULTANT to plan holders. CLIENT shall assume responsibilities and costs for bid advertisement notices. Up to 15 sets of plans (full or half size) and specifications may be provided to CLIENT, as requested.
12. The CONSULTANT shall address questions from bidders and material suppliers and issue and addenda that may be required for corrections, clarifications or additions to the bidding documents during the bidding period.
13. The CONSULTANT shall assist in securing bids, attend the public bid letting, tabulate unit price bid items and report back to the CLIENT with recommendations on award of bid.

I.B. CONSTRUCTION PHASE SERVICES

For purposes of this specific project, the Construction Phase Services to be provided by the CONSULTANT are as follows:

1. Construction Staking
  - a. The CONSULTANT shall perform construction staking for highway and drainage improvements, furnish necessary equipment and supplies to establish grade and line as necessary for the Contractor's guidance in construction of the project and in accordance with the contract documents
2. Construction Observation:
  - a. The CONSULTANT shall provide an on-site representative during the construction of the street and underground utility improvements. Services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. On-site construction representative services do not constitute acceptance or approval of the Contractor's work nor do they relieve any part of the contractor's responsibility under the construction documents.

3. Construction Administration:
  - a. The CONSULTANT shall prepare required contract documents, with the assistance of the CLIENT'S attorney and staff, after award of contract.
  - b. The CONSULTANT shall attend and assist with the preconstruction conference to be attended by the CLIENT, contractors and any affected utility companies.
  - c. The CONSULTANT shall review, for conformance with design concept only, any shop drawings required to be furnished by the Contractor.
  - d. The CONSULTANT shall make visits to the site at intervals appropriate for the various stages of construction, observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents.
  - e. The CONSULTANT shall prepare documentation in accordance with LeSueur County and MnDOT standards for construction observation and record keeping.
  - f. The CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.
  - g. The CONSULTANT shall review and make a recommendation on the Contractor's request for partial payments. Such review shall be based upon the CONSULTANT'S on-site observations and such written documentation as may be available to the CONSULTANT at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
  - h. The CONSULTANT shall conduct a final inspection of the project in the company of the CLIENT for conformance with contract documents and review the final payment request from the Contractor.
  - i. The CONSULTANT shall prepare record drawings reflecting constructed conditions from information observed by the CONSULTANT or supplied by others and furnish copies to the CLIENT within 90 days of the end of the construction.

#### I.C. ADDITIONAL SERVICES

Engineering services performed other than those authorized under Section I.A and I.B. shall be considered not part of the Basic Services or Construction Phase Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services or Construction Phase Services or are not definable prior to the commencement of the project or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. EASEMENT & ACQUISITION SERVICES. Boundary and easement surveys for the purpose of describing project sites and easements, preparation of property descriptions, site maps, assistance with eminent domain proceedings, court preparation and testimony.

2. REMONUMENTATION. Replacing lost or obliterated government survey corners or property corners along the project route.
3. ENVIRONMENTAL SERVICES. Environmental services associated with hazardous materials leaks and contaminated soils.
4. All other services not specifically identified in Section I.A. or I.B.



## **EXHIBIT I-1**

### **RESIDENT PROJECT REPRESENTATIVE**

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

#### **A. GENERAL**

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

#### **B. DUTIES AND RESPONSIBILITIES OF RPR**

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

- b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
- 4. Shop Drawings and Samples:
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
  - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
- 8. Records:
  - a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and

other Project related documents.

- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative=s responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

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# Le Sueur County, MN

Tuesday, January 7, 2014

Board Meeting

## Item 11

### Future Meetings

Staff Contact:

## Future Meetings

|                   |   |
|-------------------|---|
| January 7, 2014   | Board Meeting   |
| January 9, 2014   | Planning and Zoning Meeting – 7:00pm – Environmental  |
| January 14, 2014  | Nothing on the Agenda so Far –Workshop German Jefferson Sewer District 5:30pm at Environmental Building – <b>7:00pm</b> Public Hearing Environmental Building |
| January 16, 2014  | Board of Adjustment Meeting – 7:00pm – Environmental Building   |
| January 21, 2014  | Board Meeting   |
| January 28, 2014  | Nothing on the Agenda so Far  |
| January 30, 2014  | HRA – East Conference Room – 10:00am to 11:00am   |
| February 4, 2014  | Board Meeting<br>10:00am Public Hearing to Set County Fees  |
| February 11, 2014 | Nothing on the Agenda so Far  |
| February 13, 2014 | Planning and Zoning Meeting – 7:00pm – Environmental  |
| February 18, 2014 | Board Meeting<br>Le Sueur-Waseca Community Health board Meeting – Waterville City Council Chambers – 1:30pm   |
| February 20, 2014 | Board of Adjustment Meeting – 7:00pm – Environmental Building   |
| February 25, 2014 | Nothing on the Agenda so Far  |