



Le Sueur County, MN

Tuesday, June 28, 2016

Board Meeting

Item 9

11:00 a.m. Darrell Pettis, County Administrator/Engineer

RE: CR 118, TH 19 Lighting Agreement

RE: County Road 29

RE: Repair Le Center Cold Storage Building

RE: Waterville Shop Final Payment

RE: West Jefferson Facility Plan Preliminary Approval

RE: CD #63 and #19 discussion

RE: Budget direction discussion

RE: Le Sueur Shop

RE: Storm damage

Staff Contact:



District 7
2151 Bassett Drive
Mankato, MN 56001-6888

Office Tel:(507) 304-6100
Fax:(507) 304-6119

06/16/2016

Darrell Pettis
LeSueur Count Engineer
88 South Park Ave., Box 205
LeCenter, MN. 56057

RESENT due to discrepancies found in previously sent packet.

Subject: Proposed Cooperative Construction Agreement No. 1025925
LeSueur County
S.P. 4004-112 (T.H. 19)

Dear Mr. Pettis:

Transmitted herewith in duplicate is a proposed agreement with LeSueur County. This agreement provides for operation, maintenance, and electrical energy, by the County, without cost or expense to the State, for the electrical lighting systems being constructed at the County Road 118 intersection with T.H. 19.

Kindly present this agreement to the Board of County Commissioners for their approval and execution that includes original signatures of the County Board authorized officers on all copies of the agreement. Also required are two original copies of a resolution passed by the County Board authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed. A third copy of the agreement is provided for your use until you receive a "fully executed" copy.

It is requested that the executed agreement and resolutions (two originals of each) be returned to me. A copy will be returned to the County when fully executed.

Sincerely,

Craig Felber
District 7 Agreement Coordinator

Enc. Proposed Agreement (3)
Suggested Resolution (3)

cc: Maryanne Kelly-Sonnek – M.S. 682
File

An Equal Opportunity Employer



Felber, Craig (DOT)

From: Felber, Craig (DOT)
Sent: Thursday, June 16, 2016 6:48 AM
To: dpettis@co.le-sueur.mn.us
Cc: Kahnke, Jeffrey (DOT)
Subject: Proposed Cooperative Construction Agreement No. 1025925

Subject: Proposed Cooperative Construction Agreement No. 1025925
LeSueur County
S.P. 4004-112 (T.H. 19)
Operation, maintenance, and electrical energy, for the electrical lighting
systems being constructed at the County Road 118 intersection with T.H. 19

Darrell

Chris Bower asked me to send out to you the proposed cooperative agreement 1025925. After sending (6/15/2016), discrepancies were found in the cooperative construction agreement. A new cooperative construction agreement will be sent out to you today. I apologize for this inconvenience.

Craig Felber (ESS)
District 7- Mankato
2151 Bassett Drive
Project Management
Agreements
Coordinator/Administrator
craig.felber@state.mn.us
(507) 304-6145

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
LE SUEUR COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.): 4004-112
Trunk Highway Number (T.H.): 19
Lighting System Feed Point No. 40E1

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and LeSueur County acting through its Board of Commissioners ("County").

Recitals

1. The State will perform grading, bridge construction, lighting and other associated construction upon, along and adjacent to Trunk Highway No. 19 from 670 feet west to 580 feet east of in-place bridge 5369 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 4004-112 (T.H. 19)("Project"); and
2. The State has included in its contract installation of light poles with LED luminaires at the County Road 118 intersection with T.H. 19; and
3. The County will provide for the operation, maintenance, and electrical energy of the Lighting Systems; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration date.* This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the County; 6. Liability; Worker Compensation Claims; Insurance; 8. State Audits; 9. Government Data Practices; 10. Governing Law; Jurisdiction; Venue; and 12. Force Majeure.
- 1.4. *Plans, Specifications, Special Provisions.* Plans, specifications and special provisions designated by the State as State Project No. 4004-112 (T.H. 19) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. *Exhibits.* Exhibit "A" shows the locations of the installed Lighting Systems and is attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. *Contract Award.* The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. Direction, Supervision and Inspection of Construction.

- A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. Inspection by the County.** The construction covered under this Agreement will be open to inspection by the County. If the County believes the construction covered under this Agreement has not been properly performed or that the construction is defective, the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

- A.** The State will make changes in the Project Plans and contract construction and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.
- B.** The County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made. The State reserves the right to invoice the County for the cost of any construction contract addenda and any additional County requested work and plan changes, including associated construction engineering, before the completion of the contract construction.
- 2.4. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the County as to the satisfactory completion of the contract construction.

3. Maintenance by the County

Upon completion of the project, the County will provide the following without cost or expense to the State:

- 3.1. Lighting.** Maintenance and Ownership of Trunk Highway/County Roadway intersection lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment. The State will be responsible for the initial hook up cost and application to secure an adequate power supply to the service pad or pole. The County will pay all monthly electrical service expenses necessary to operate the lighting facility.

4. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

- 4.1.** The State's Authorized Representative will be:

Name/Title: Daniel Franta, P.E., Project Manager (or successor)
Address: 2151 Bassett Drive, Mankato, MN 56001

-2-

Telephone: 507-304-6205
E-Mail: daniel.franta@state.mn.us

4.2. The County's Authorized Representative will be:

Name/Title: Darrell Pettis, P.E., LeSueur County Engineer (or successor)
Address: 88 South Park Ave., Le Center, MN 56057
Telephone: 507-357-2251
E-Mail: dpettis@co.le-sueur.mn.us

5. Assignment; Amendments; Waiver; Contract Complete

- 5.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability; Worker Compensation Claims; Insurance

- 6.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

7. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the County.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

LE SUEUR COUNTY

DEPARTMENT OF TRANSPORTATION

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

By: _____
(With delegated authority)

Title: _____

Date: _____

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

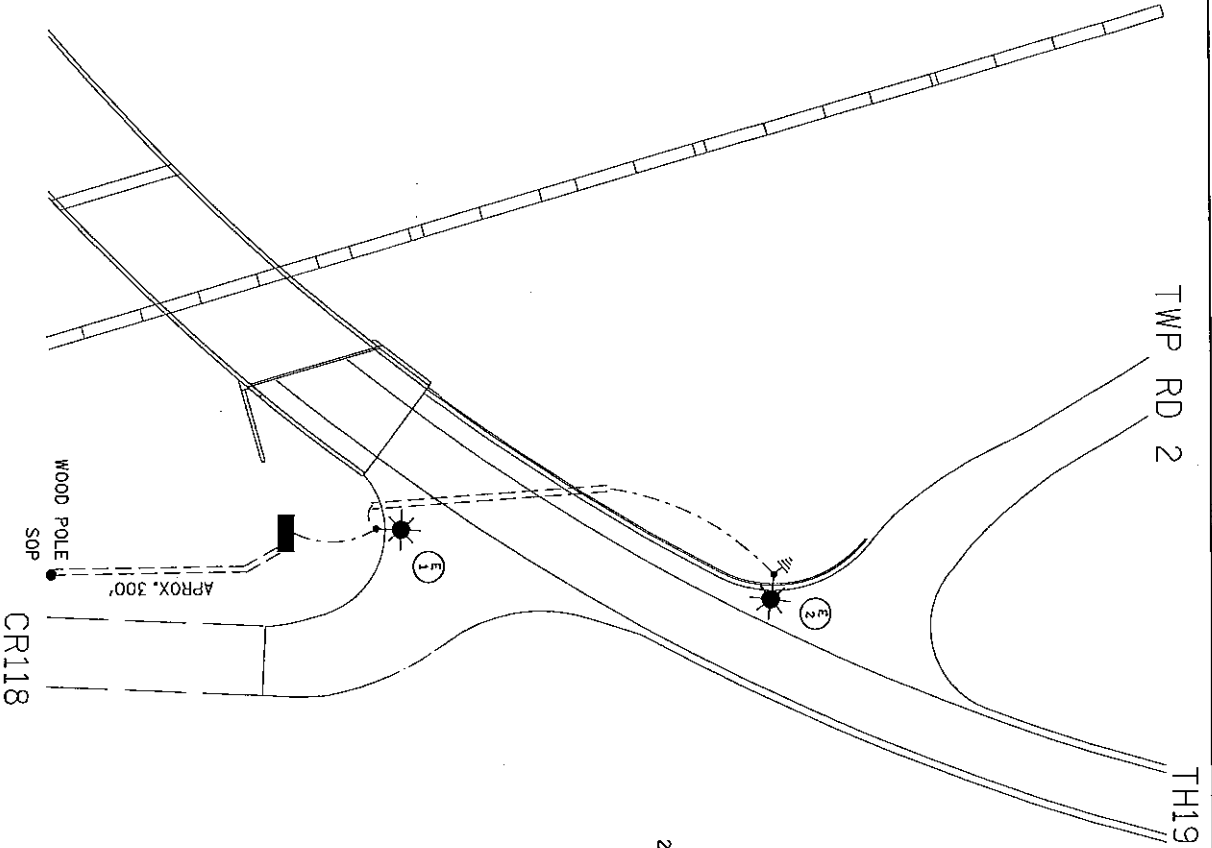
EXHIBIT A

MNDOT Contract No. 1025925

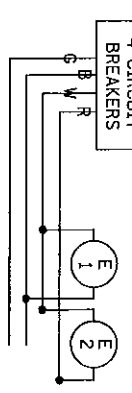
PRELIMINARY

CERTIFIED BY: PRELIMINARY - SCOTT THOMPSON
REGISTERED PROFESSIONAL ENGINEER

STATE PROJ. NO. 4004-112 (TH 19) SHEET NO. L2 OF L2 SHEET



FD. PT. 40E1
 XCEL
 28728 HENDERSON STATION RD., HENDERSON MN 56044
 120/240 VOLT



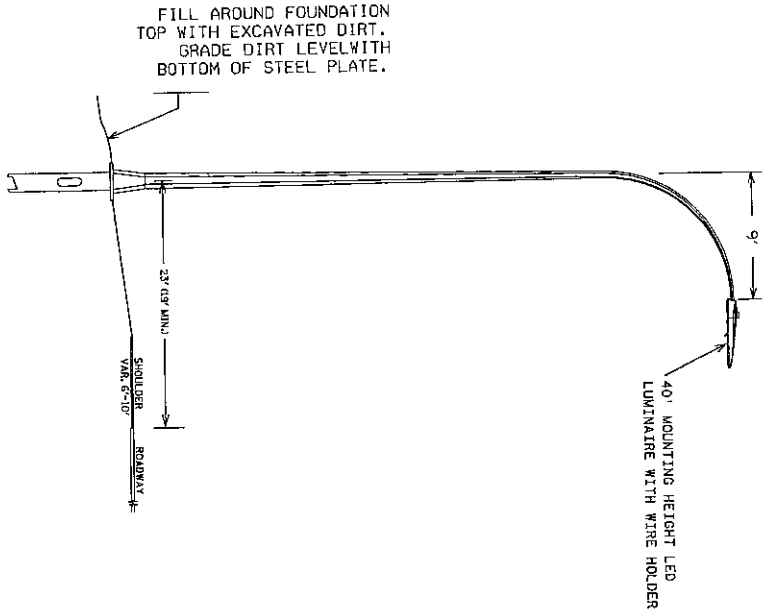
B AND R DENOTE CURRENT CARRYING CONDUCTORS
 W DENOTES NEUTRAL CONDUCTOR
 G DENOTES GROUND CONDUCTOR

SYSTEM NO. 40026

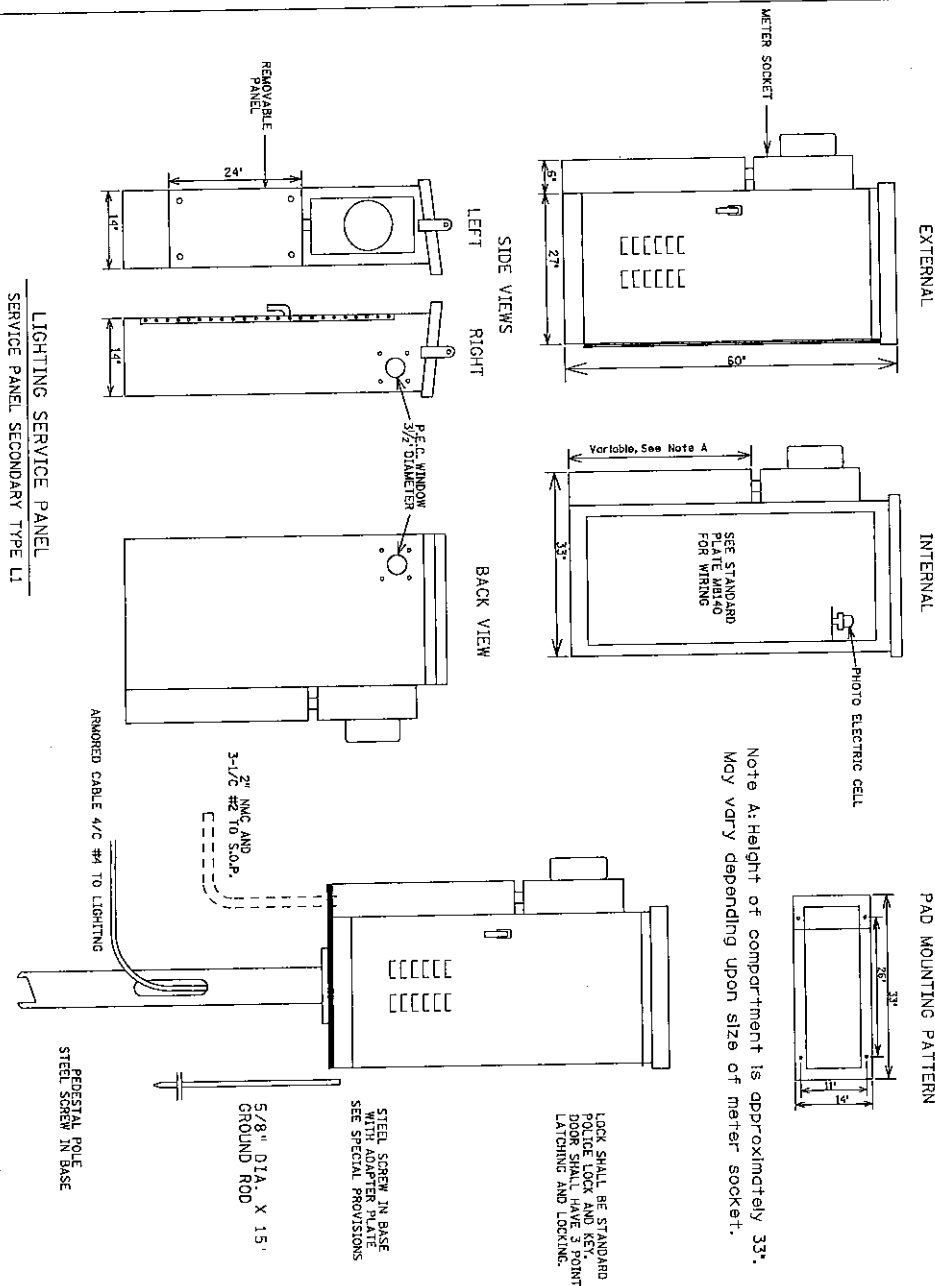
EXHIBIT A

MNDOT Contract No. 1025925

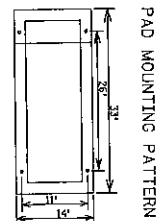
USE THE MAXIMUM DISTANCE WHENEVER POSSIBLE. IF THE MINIMUM DISTANCE CANNOT BE OBTAINED, CONTACT THE DISTRICT/DIVISION TRAFFIC ENGINEER. LIGHT BASES SHALL BE PLACED IN ACCORDANCE WITH 2545.3F2. DISTANCES SHALL BE MEASURED FROM THE EDGE OF DRIVING LANE OR TURN LANE.



TYPICAL PLACEMENT OF LIGHTING UNIT TYPE 9-40



Note A: Height of compartment is approximately 33". May vary depending upon size of meter socket.



LOCK SHALL BE STANDARD LOCK AND SHALL HAVE 5 POINT LATCHING AND LOCKING.

STEEL SCREW IN BASE WITH ADAPTER PLATE SEE SPECIAL PROVISIONS

5/8" DIA. X 15" GROUND ROD

POSTAL ROLE STEEL SCREW IN BASE

ENGR. SCOTT A. THOMPSON LIC. NO. DATE LIGHTING DETAILS STATE PROJ. NO. 4004-112 (TH 19) SHEET NO. L1 OF L2 SHEET

LE SUEUR COUNTY

RESOLUTION

IT IS RESOLVED that the LeSueur County enter into MnDOT Agreement No. 1025925 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance by the County for lighting associated with construction to be performed upon, along and adjacent to Trunk Highway No. 19 from 670 feet west to 580 feet east of inplace bridge 5369 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 4004-112 (T.H. 19).

IT IS FURTHER RESOLVED that the Engineer and _____ are
(Title)
authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of the County of LeSueur at an authorized meeting held on the _____ day of _____, 2016, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2016

Notary Public _____

My Commission Expires _____

**NOTARY
STAMP**

(Signature)

(Type or Print Name)

(Title)

(Signature)

(Type or Print Name)

To whom it may concern,

I moved my family to 131 Windcrest St SW in Lanesburgh Township approximately 4.5 years ago and we are very happy there but we have some concerns in the wake of Joe Tikalsky's tragic pedestrian death last October. The intersection of 1st Ave and County Rd 29 has some dangers for pedestrians and bicycle riders because of the high speeds of the automobiles traveling east and west on County Rd 29. There is a lot of biking and pedestrian traffic traveling north and south at this intersection because of the close proximity of downtown New Prague from our neighborhood that lies just south of County Rd 29. I have a 16 year old daughter with Cerebral Palsy and she is considered to be a high functioning special needs child but she has some limitations. My daughter's name is Eva Johnson and she has a real hunger for independence and part of her needs and wants is to cross County Rd 29 into New Prague along 1st Ave. This summer Eva begun working in town for the school district and she also loves to ride her bicycle to the municipal pool in town, both of these locations require her to cross County Rd 29 along 1st Ave. I can tell Eva that she can't cross the road because of the dangers but it's like taking a little bit of life away from her, I also want her to have some independence and young adult responsibilities. The traffic coming from the east can be especially dangerous for her because of the high speeds and the hill that hides traffic until it is within about 100-150 yards of 1st Ave.

I would like to find a way to get the traffic to slow down at this location and to make it more pedestrian friendly.

Suggestions:

- 1) A four way stop sign and a painted pedestrian walkway.
- 2) A 2 way flashing yellow light with a painted pedestrian walkway.
- 3) A roundabout with a painted pedestrian walkway.
- 4) Stop lights with a painted pedestrian walkway.
- 5) A pedestrian bridge that does not restrict east/west traffic.

I realize that there are some costs involved with making changes here and I am not aiming to be unreasonable, I just want to avoid another tragedy at this location and to protect our youth and kids with special needs like my daughter Eva while not having to restrict them to staying on the south side of County Rd 29.

Thank you!

Jeff Johnson

131 Windcrest St SW

New Prague, Mn 56071

Jon Schabert Construction

31800 421st LN
 St.Peter, MN 56082
 Lic#BC-20524896

Estimate

Date	Estimate #
6/21/2016	122

Name / Address
LeSueur County Le Center Cold Storage

Project

Description	Qty	Rate	Total
Remove three damaged sky lites.Install new polycarbonate sky lites.		742.98	742.98
Remove damaged sliding doors and track on east end of building and track on west end of building.Install new track on both ends.Build and hang new doors with all the trim and hardware and cover with steel.		7,030.37	7,030.37
Includes all labor,materials,disposal and permit.		0.00	0.00
50% down at time of acceptance of estimate and final payment upon completion.		Total	\$7,773.35

ALLIED OVERHEAD DOOR INC.
 100 NORTH AGENCY STREET, PO BOX 220
 EAGLE LAKE, MN 56024-0220 US
 (507) 257-3806
 alohdmnk@hickorytech.net

ESTIMATE

ADDRESS
 LE SUEUR CNTY HIGHWAY
 DEPT.
 88 SOUTH PARK AVE.
 LE CENTER, MN 56057

ESTIMATE # 1152
DATE 06/20/2016

ACTIVITY	QTY	RATE	AMOUNT
ESTIMATE ON OVERHEAD DOOR IN STORAGE BUILD IN PLACE OF SLIDERS			
MISC. 24'2"X13'3" 24 GAUGE STEEL, WHITE, NON-INSULATED RIBBED DOOR, 3" ANGLE MOUNT LOW HEADROOM TRACK, PERIMETER SEALS	1	3,940.00	3,940.00
MISC. DT7511-14' L5, 3/4HP DUAL TROLLEY OPERATOR, PHOTO EYE SAFETY, STANDARD WALL STATION, (2) TRANSMITTERS, (LESS WIRING), KEYLESS ENTRY	1	1,540.00	1,540.00
OPTIONS EXTERNAL ANTENNA @ \$75.00 ADDITIONAL TRANSMITTERS @ \$32.00 EACH			
MISC. KEYLESS ENTRY FOR OTHER STORAGE BUILDING	1	40.00	40.00
TOTAL			\$5,520.00

Accepted By

Accepted Date

Jon Schabert Construction

31800 421st LN
 St.Peter, MN 56082
 Lic#BC-20524896

Estimate

Date	Estimate #
6/20/2016	120

Name / Address
LeSueur County Le Center Cold Storage

Project

Description	Qty	Rate	Total
Remove steel and trim on roof of building.Install new Strong Panel 29 Ga.and all the trim.Install closure strips on top and bottom.		19,136.25	19,136.25
Includes Labor,materials,disposal and permit		0.00	0.00
50% down at time of acceptance of estimate and final payment upon completion.		Total	\$19,136.25

Jon Schabert Construction

31800 421st LN
 St.Peter, MN 56082
 Lic#BC-20524896

Estimate

Date	Estimate #
6/27/2016	124

Name / Address
LeSueur County Le Center Cold Storage

			Project
Description	Qty	Rate	Total
Install three ply LVL header accross 24' opening to prepare for installation on overhead door.Install trim and steel to cover LVL Wrap inside of door frame with coil stock.		1,480.00	1,480.00
Includes Labor,Materials and disposal.		0.00	0.00
Steel can not be matched to existing color as they do not make that color any more.		0.00	0.00
Total			\$1,480.00

Pettis, Darrell

From: Maria Stoering <wtvlbookkeeper@frontier.com>
Sent: Thursday, June 23, 2016 10:10 AM
To: Pettis, Darrell
Cc: Teresa Hill
Subject: RE: Moh's Construction

Darrell,

I just spoke with Greg Bohl of Widseth and the \$1,610 is what is remaining to Moh's Construction on the final pay estimate.

*Maria Stoering
Bookkeeper/Deputy Clerk
City of Waterville
(507) 362-8300
wtvlbookkeeper@frontier.com*

From: Pettis, Darrell [<mailto:dpettis@co.le-sueur.mn.us>]
Sent: Thursday, June 23, 2016 8:34 AM
To: 'Maria Stoering' <wtvlbookkeeper@frontier.com>
Subject: RE: Moh's Construction

Maria,

What dollar amount is left to pay on this?

Darrell

From: Maria Stoering [<mailto:wtvlbookkeeper@frontier.com>]
Sent: Tuesday, June 21, 2016 9:08 AM
To: Pettis, Darrell
Subject: FW: Moh's Construction

Daryl,

Teresa requested that I forward you the final pay estimate and ask if the County approved this for Moh's Construction. Greg Bohl of Widseth, Smith and Nolting called and said that the County has not given Moh's Construction payment. The City approved the final pay estimate at their April 25th EDA meeting.

Teresa,

AIA® Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Waterville 200 3rd St. S. Waterville, MN 56096	PROJECT: Waterville Maintenance Facility City Block between Reed Street South and 1st Street Along Hoopes Street Waterville, MN 56096
FROM: Mahs Contracting, Inc. 969 39th Ave. NW Suite A Overtona, MN 55606	VIA ARCHITECT: Wladeth Smith Notling & Associates 6301 Bandel Road NE Suite 301 Rochester, MN 55901

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Consistent Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,250,500.00
2. NET CHANGE BY CHANGE ORDERS \$ 292,266.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,542,766.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,542,766.00
5. RETAINAGE:
 - a. 10 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,542,766.00 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,535,766.00 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 7,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 9) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 292,266.00	\$ 7,050.00
Total approved this Month	\$ 246.00	\$ 0.00
TOTALS	\$ 292,512.00	\$ 7,050.00
NET CHANGES by Change Order	\$ 292,266.00	\$ 292,266.00

AIA Document G702™ - 1992. Copyright © 1983, 1988, 1995, 1971, 1978, 1988 and 1992 by The American Institute of Architects. All rights reserved. WAIVERING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 06:28:04 on 09/02/2016 under Order No. 529294539, which expires on 03/30/2016, and is not for resale. (8767/88369)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *[Signature]*
 By: *[Signature]*
 State of: MN
 Date: 3-2-16

County of: Steele
 Subscribed and sworn to before me this 22 day of March
 Notary Public: *[Signature]*
 My Commission expires Jan. 31, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 7,000.00
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*
 By: *[Signature]*
 Date: 4-4-2016

Continuation Sheet

010000: General Conditions	Original Bid Price	Approved Change Orders	Revised Price	Provisions to Standard	Current Tender	Total to Standard	Quantity	Unit Price	Percentage
013132: Project Coordination - Site Supervision	\$78,898.00	\$16,781.00	\$93,384.00	\$93,384.00	\$0.00	\$93,384.00	100.00	\$0.00	\$0.00
017833: Bonds	\$43,200.00	\$10,200.00	\$53,400.00	\$53,400.00	\$0.00	\$53,400.00	100.00	\$0.00	\$0.00
038000: Cast-In-Place Concrete	\$16,800.00	\$5,870.00	\$22,670.00	\$22,670.00	\$0.00	\$22,670.00	100.00	\$0.00	\$0.00
053700: Misc. Metals	\$109,304.00	\$0.00	\$109,304.00	\$109,304.00	\$0.00	\$109,304.00	100.00	\$0.00	\$0.00
081700: Wood Trusses	\$5,840.00	\$0.00	\$5,840.00	\$5,840.00	\$0.00	\$5,840.00	100.00	\$0.00	\$0.00
081700: Wood Trusses	\$49,087.00	\$0.00	\$49,087.00	\$49,087.00	\$0.00	\$49,087.00	100.00	\$0.00	\$0.00
081700: Wood Framing	\$113,987.00	-\$1,075.00	\$112,912.00	\$112,912.00	\$0.00	\$112,912.00	100.00	\$0.00	\$0.00
071100: Waterproofing	\$5,400.00	\$0.00	\$5,400.00	\$5,400.00	\$0.00	\$5,400.00	100.00	\$0.00	\$0.00
072100: Thermal Insulation	\$15,456.00	\$0.00	\$15,456.00	\$15,456.00	\$0.00	\$15,456.00	100.00	\$0.00	\$0.00
074100: Roof Panels	\$284,384.00	-\$3,705.00	\$280,679.00	\$280,679.00	\$0.00	\$280,679.00	100.00	\$0.00	\$0.00
078200: Joint Sealants	\$1,575.00	\$0.00	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00	100.00	\$0.00	\$0.00
070000: Field Insulation	\$17,442.00	\$0.00	\$17,442.00	\$17,442.00	\$0.00	\$17,442.00	100.00	\$0.00	\$0.00
081100: Metal Doors and Frames	\$28,204.00	\$455.00	\$28,659.00	\$28,659.00	\$0.00	\$28,659.00	100.00	\$0.00	\$0.00
083900: Overhead Doors	\$45,873.00	\$0.00	\$45,873.00	\$45,873.00	\$0.00	\$45,873.00	100.00	\$0.00	\$0.00
086200: Windows	\$1,895.00	\$0.00	\$1,895.00	\$1,895.00	\$0.00	\$1,895.00	100.00	\$0.00	\$0.00
088100: Glass Glazing	\$1,388.00	\$0.00	\$1,388.00	\$1,388.00	\$0.00	\$1,388.00	100.00	\$0.00	\$0.00
082700: FRP	\$9,899.00	\$0.00	\$9,899.00	\$9,899.00	\$0.00	\$9,899.00	100.00	\$0.00	\$0.00
086500: Resilient Flooring	\$2,010.00	\$0.00	\$2,010.00	\$2,010.00	\$0.00	\$2,010.00	100.00	\$0.00	\$0.00
089100: Painting	\$10,320.00	\$0.00	\$10,320.00	\$10,320.00	\$0.00	\$10,320.00	100.00	\$0.00	\$0.00
082900: Drywall	\$5,974.00	\$0.00	\$5,974.00	\$5,974.00	\$0.00	\$5,974.00	100.00	\$0.00	\$0.00
101400: Storage	\$150.00	\$0.00	\$150.00	\$150.00	\$0.00	\$150.00	100.00	\$0.00	\$0.00
102800: Toilet, Bath, and Laundry Accessories	\$545.00	\$0.00	\$545.00	\$545.00	\$0.00	\$545.00	100.00	\$0.00	\$0.00
104400: Fan Protection Schedules	\$880.00	\$0.00	\$880.00	\$880.00	\$0.00	\$880.00	100.00	\$0.00	\$0.00
108100: Lockers	\$4,143.00	\$0.00	\$4,143.00	\$4,143.00	\$0.00	\$4,143.00	100.00	\$0.00	\$0.00
129500: Custom Casework	\$3,116.00	\$0.00	\$3,116.00	\$3,116.00	\$0.00	\$3,116.00	100.00	\$0.00	\$0.00
228500: Common Work Results for Plumbing	\$102,380.00	\$0.00	\$102,380.00	\$102,380.00	\$0.00	\$102,380.00	100.00	\$0.00	\$0.00
228500: Common Work Results for HVAC	\$100,000.00	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00	100.00	\$0.00	\$0.00
281600: Common Work Results for Electrical	\$74,185.00	\$0.00	\$74,185.00	\$74,185.00	\$0.00	\$74,185.00	100.00	\$0.00	\$0.00
316500: Common Work Results for Earthwork	\$80,000.00	\$9,700.00	\$89,700.00	\$89,700.00	\$0.00	\$89,700.00	100.00	\$0.00	\$0.00
321400: Unit Parking	\$57,910.00	\$0.00	\$57,910.00	\$57,910.00	\$0.00	\$57,910.00	100.00	\$0.00	\$0.00
321600: Cuts, Gutters, Sideswells, and Downspouts	\$2,500.00	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	100.00	\$0.00	\$0.00
329200: Turf and Grasses	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	100.00	\$0.00	\$0.00
017126: Geo-Fiber	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00	\$0.00	\$0.00
Invoice Total =	\$1,250,800.00	\$292,285.00	\$1,542,785.00	\$1,542,785.00	\$0.00	\$1,542,785.00	100.00	\$0.00	\$0.00



Minnesota Pollution Control Agency

Rochester Office | 18 Wood Lake Drive SE | Rochester, MN 55904 | 507-285-7343

800-657-3864 | Use your preferred relay service | info.pca@state.mn.us | Equal Opportunity Employer

June 23, 2016

Mr. Darrell Pettis
88 South Park Avenue
Le Center, MN 56057

RE: Facility Plan Preliminary Approval
West Jefferson Lake
Project Number 280366

Dear Mr. Pettis:

We are pleased to inform you that we are hereby granting preliminary approval of your facility plan amendment No. 1 titled West Jefferson Lake Sanitary Sewer Collection System dated June 16, 2016 by Bolton & Menk, Inc.

The proposed plan is the background study for the eventual construction and operation of a wastewater collection system which is designed to be treated by the city of Cleveland's Wastewater Treatment Plant (WWTP). The approval is pursuant to Minn. Stat. chs. 115 and 116, as amended. The legal description of the location of the proposed collection system is Sections 3, 4, 21, 28, 33, and 34, Township 109 North, Range 25 West, Cleveland and Washington Townships, Le Sueur County.

The facility plan and related information indicate that the selected alternative for this project will consist of a low pressure collection system with individual grinder pumps that will pump to a lift station that would pump to the City of Cleveland's WWTP for final treatment. .

The following items are not considered loan fundable for the reasons stated:

1. Storm sewer related items. Storm sewers are not necessary components of a wastewater conveyance and treatment system.
2. Water mains, water wells, and other water supply items. Water supply systems are not a necessary component of a wastewater treatment system.
3. Portions of street, curb and gutter, and sidewalks that are not a result of the construction of sanitary sewers. Reconstruction fundability should be limited to the width of the pipe trench necessary to install the sanitary sewer. In areas where both sewer and water are installed, the reconstruction costs should be divided proportionally between sewer and water costs.
4. Any portion of the project that is located on private property that does not have an easement. This constitutes a formal decision in accordance with Minn. R. 7077.2000. Any request for review or reconsideration of this decision must be submitted within 45 days of the date of this letter. For clarification concerning Disputes Procedures, please contact your review engineer.

Mr. Darrell Pettis
Page 2
June 23, 2016

This preliminary approval is given when there is reasonable assurance that the treatment system, when constructed, will comply with the regulations and criteria of the MPCA. Final approval of the facility plan is contingent upon completion of the environmental review process and issuance of a sewer extension permit.

If you have any questions regarding this approval, please call me at 507-206-2603.

Sincerely,



Corey J. Hower
Engineer
Municipal Wastewater Section
Municipal Division

CJH:jw

cc: Jason L. Femrite, P.E., Bolton & Menk, Inc.
Aaron Wills, Southeast Wastewater Initiative
Anita Gallentine, Public Facilities Authority
Bill Dunn, MPCA

Facility Plan Preliminary Approval Letter – August 8, 2012



Wornson Goggin

NEISEN | MORRIS | BREVER | P.C.

June 23, 2016

Mr. Darrell Pettis
Le Sueur County Administrator
88 South Park Avenue
Le Center, MN 56057

Dear Mr. Pettis:

Thank you for returning my phone call on June 22, 2016 regarding the assessment regarding County Ditch No. 19 on land I own in Le Sueur County. I have attached a copy of the notice pertaining to that assessment. To confirm, I am seeking a redetermination of benefit to the land I own in Le Sueur County as none of that land is presently farmed and the majority of that property is encumbered by a RIM Easement. Based on your voice mail message, it is my understanding that you will bring up my concerns to the County Board on June 28, 2016.

At this time, I would also request that you put forth similar concerns regarding land owned by my mother, Joan Goggin, directly adjacent to the west. The entirety of that property is subject to a RIM Easement and we believe that there should be a redetermination of benefit for that property as well. Joan Goggin can be reached directly regarding this issue at 952-992-0186.

Thank you for your assistance in this matter.

Very truly yours,

Patrick H. Goggin

PHG/cln

Enclosure

cc: Joan Goggin

119 EAST MAIN STREET

NEW PRAGUE, MN 56071

PHONE: 952-758-4161

FAX: 952-758-4085

WWW.LAWYERSNP.COM

CHRISTOPHER A. NEISEN

CHRISTOPHER E. MORRIS

PATRICK H. GOGGINS

ERIC B. BREVER

OF COUNSEL:

ROBERT J. GOGGINS

RICHARD F. WORNSON

PAM SIMONETTE
LE SUEUR COUNTY AUDITOR-TREASURER
88 SOUTH PARK AVE
LE CENTER, MN 56057

RECEIVED

JUN 13 2016

JUNE 10, 2016

PATRICK H GOGGINS

119 MAIN ST E
NEW PRAGUE MN 56071

Dear PATRICK H GOGGINS

You are hereby notified that an assessment will be made against the lands described below. This assessment has been authorized by a resolution adopted by the Le Sueur County Board on May 24, 2016 pursuant to Minnesota Statutes 103E.731. The purpose of said assessment is to pay off any outstanding obligations and for the creation of a fund balance to be used for the repair of County Ditch No. 19.

The amounts of the assessment will be payable in seven annual installments, plus four percent interest beginning with the first installment in the taxes due in 2017. Payments in full of the assessment prior to December 31, 2016 may be made to the County Treasurer and no interest will be due. Amounts under \$50.00 will be put on one installment.

The sum of \$ 1,722.79 is the total amount of assessment, without interest, due against the following described land:

PARCEL NO.	DESCRIPTION	AMOUNT
07.030.8000	16.88 ac of S 1/2 of SW 1/4, Sec 30-112-23	\$1,722.79

If there are any questions, regarding the above listed assessment, please feel free to inquire at this office.

Respectfully yours,

Pam Simonette

Pam Simonette
Le Sueur County Auditor-Treasurer