



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
October 4, 2016**

1. **9:00 a.m. Agenda and Consent Agenda**  
RE: September 27, 2016 Minutes and Summary Minutes  
RE: Liquor Licenses
  
2. **9:05 a.m. Claims (10 min)**
  
3. **9:15 a.m. Jennifer Letts (20 min)**
  
4. **9:35 a.m. Jim McMillen and Jeff Neisen (5 min)**  
RE: Door Program
  
5. **9:40 a.m. Darrell Pettis, County Administrator**  
RE: HR Items  
RE: MVAC  
RE: West Jefferson Engineering  
RE: CVSO Grant Resolution  
RE: Architect RFP  
RE: Purchase of Equipment  
RE: 169 Ribbon Cutting : Tuesday, October 13th, 2:00 p.m. at Happy Chef in  
North Mankato  
RE: AMC Meeting Reminder: November 2nd in Truman, MN
  
6. **Future Meetings**



# **Le Sueur County, MN**

**Tuesday, October 4, 2016**

**Board Meeting**

## **Item 1**

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

*RE: September 27, 2016 Minutes and Summary Minutes*

*RE: Liquor Licenses*

Staff Contact:

## **Summary Minutes of Le Sueur County Board of Commissioners Meeting, September 27, 2016**

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us).
  - The Le Sueur County Board of Commissioners met in regular session on Tuesday, September 27, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota.
  - Approved the agenda. (Connolly-Wetzel)
  - Approved the consent agenda: (Wetzel-Rohlfing)
  - Approved a Conditional Use Permit to Don Monson, Le Center, MN (Applicant): Randy Blaschko, Le Center, MN, (Owner). (Connolly-Wetzel)
  - Approved a Conditional Use Permit to Shannon Ballman, Mankato, MN, (Applicant): Bradley & Cecilia Ballman, Le Center, MN, (Owner). (Rohlfing-Gliszinski)
  - Approved a Conditional Use Permit to Mary & Anthony Force, Le Sueur, MN, (Applicant/Owner). (Gliszinski-Wetzel)
  - Approved a Conditional Use Permit to Demars Construction, Mankato, MN (Applicant): Randy & Patty Appel, Mankato MN (Owner). (Rohlfing-Wetzel)
  - Approved a Conditional Use Permit to Robert and Janet Mc Cullough, Madison Lake MN (Applicant/Owner) with conditions. (Connolly-Gliszinski)
  - Approved the funding for the Natural Resources Block Grant. (Wetzel-Rohlfing)
  - Approved to close the reconvened CD #52 Public Hearing. (Rohlfing-Wetzel)
  - Approved the Redetermination of Benefits Order for CD #52. (Wetzel-Rohlfing)
  - Approved to close the CD #18 Public Hearing. (Gliszinski-Connolly)
  - Approved the Redetermination of Benefits Order for CD #18. (Gliszinski-Connolly)
  - Approved to close the CD #19 Public Hearing. (Rohlfing-Gliszinski)
  - Approved the Redetermination of Benefits Order for CD #19 (Wetzel-Connolly)
  - Approved to close the CD #63 Public Hearing. (Wetzel-Connolly)
  - Approved the Redetermination of Benefits Order for CD # 63. (Rohlfing-Gliszinski)
  - Approved the Findings and Order Directing Proceedings to Reestablish and Correct the Drainage System Record for CD #30 and #54. (Connolly-Wetzel)
  - Approved a repurchase application from Daniel Gehring to repurchase parcel #24.510.1530. (Wetzel-Rohlfing)
  - The County Administrator announced that the subsequent meeting for the adoption of the final levy and the final 2017 budget will be held in the Commissioner's Room of the Le Sueur County Courthouse on Tuesday, December 20, 2016 at 6:00 p.m. Public testimony on the levy and / or the budget will be allowed as part of this hearing.
  - Adopted a 2017 preliminary levy of \$18,201,432. (Rohlfing-Wetzel)
  - Approved a Resolution Declaring a State of Emergency. (Rohlfing-Wetzel)
  - Approved an Emergency Repair of Bridges and Roads Resolution. (Connolly-Gliszinski)
  - Approved the 2016 Municipal Maintenance Agreements and payments. (Gliszinski-Connolly)
  - Approved the 2017 employer contribution of \$909.50 per month to all benefits eligible employees for the single coverage group health insurance plan and \$1,400.00 per month to all benefits eligible employees for the family coverage group health insurance plan. (Wetzel-Gliszinski)
  - Adjourned until Tuesday, October 4, 2016 at 9:00 a.m. (Connolly-Wetzel)
- ATTEST: Le Sueur County Administrator and Le Sueur County Chairman

## **Minutes of Le Sueur County Board of Commissioners Meeting September 27, 2016**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, September 27, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlfing, Lance Wetzel, and Joe Connolly. Also present were Darrell Pettis and Brent Christian.

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

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board approved the consent agenda:

- Approved the September 20, 2016 County Board Minutes and Summary Minutes.
- Approved a Gambling Application for the Sheriff's Youth Project of Le Sueur County with Gliszinski and Connolly abstaining.

Tom and Jennifer Letts appeared before the Board to discuss a property change of land use for a parcel in Kasota Township.

Ryan Engelstad with Baker Tilly Virchow Krause, LLC presented a review of 2015 audits and was available to answer questions from the Board.

Miranda Rosa and Bill Wagner appeared before the Board with a Drug Court Update.

Kathy Brockway, Planning and Zoning appeared before the Board with five items for approval.

On motion by Connolly, seconded by Wetzel and approved via roll call vote 5-0, the Board approved a request from Don Monson, Le Center, MN (Applicant): Randy Blaschko, Le Center, MN, (Owner) granting a Conditional Use Permit to allow grading, excavating, and filling of 15 cubic yards located within a bluff in an Agriculture "A" District. Property is located in the NW 1/4 NW 1/4, Section 29, Lexington Township. The application was approved and findings are on file at the Planning and Zoning Office.

On motion by Rohlfing, seconded by Gliszinski and approved via roll call vote 5-0, the Board approved a request from Shannon Ballman, Mankato, MN, (Applicant): Bradley & Cecilia Ballman, Le Center, MN, (Owner) granting a Conditional Use Permit to allow the applicant to transfer the development right from the SW 1/4 SE 1/4 to the SE 1/4 SW 1/4 in an Agriculture "A" District. Property is located in Section 12, Cleveland Township. The application was approved and findings are on file at the Planning and Zoning Office.

On motion by Gliszinski, seconded by Wetzel and approved via roll call vote 5-0, the Board approved a request from Mary & Anthony Force, Le Sueur, MN, (Applicant/Owner) granting a Conditional Use Permit to allow the applicants to establish and operate a dog breeding facility in an Agriculture "A" District. Property is located in the W 1/2 NE 1/4, Section 35, Ottawa

Township. The application was approved and findings are on file at the Planning and Zoning Office.

On motion by Rohlffing, seconded by Wetzel and approved via roll call vote 5-0, the Board approved a request from Demars Construction, Mankato, MN (Applicant): Randy & Patty Appel, Mankato MN (Owner) granting a Conditional Use Permit to allow grading, excavating and filling of approximately 1,756 cubic yards of material for the purposes of site preparation for a single family dwelling in a Recreational Residential "RR" District on a Recreational Development "RD" lake, Lake Francis. Property is located at Lot 1, Block 1, Han's Hideaway in Section 23, Elysian Township. The application was approved and findings are on file at the Planning and Zoning Office.

On motion by Connolly, seconded by Gliszinski and approved via roll call vote 5-0, the Board approved a request from Robert And Janet Mc Cullough, Madison Lake MN (Applicant/Owner) granting a Conditional Use Permit to allow grading, excavating and filling of approximately 112 cubic yards of material within the bluff, bluff impact and shore impact zone for placement of steps and additional landscaping of the site in a Recreational Residential "RR" District on a Recreational Development Lake, Lake Washington. Property is located at Lots 33-35, Schmitt's Plat, Section 18, Kasota Township. The application was approved with the following condition and findings are on file at the Planning and Zoning Office:

1. Continue working with Joshua Mankowski, LSC Resource Specialist in regards to native plantings within the bluff for the continued stabilization of the bluff.

On motion by Wetzel, seconded by Rohlffing and unanimously approved, the Board approved the funding for the Natural Resources Block Grant (NRBG) in the amount of \$56,024.00. The funds were deposited in the following accounts:

\$13,501.00-60-428-5830 County Water Plan

\$16,447.00-60-428-5830 County Water Plan- Claim submitted to Auditor/Treasurer for payment to SWCD to enforce the Wetland Conservation Act.

\$21,100.00-60-438-5830 Septic Program

\$ 4,976.00-60-440-5830 Shoreland Program.

The Board reconvened the public hearing for the redetermination of benefits for CD #52.

Darrell Pettis, County Administrator gave an overview of the ditch and John Kolb, Attorney with Rinke Noonan was available for questions.

There was 1 public comment.

On motion by Rohlffing, seconded by Wetzel and unanimously approved, the Board approved to close the CD #52 Public Hearing.

Commissioner Wetzel made a motion to adopt the following Findings and Order:

**WHEREAS**, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 52, upon the request of benefitted landowners on May 24, 2016, investigated whether conditions exist to warrant the redetermination of benefits of LCD 52; and **WHEREAS**, upon investigation, the Board has determined the following:

1. LCD 52 was established in 1950. Benefits for LCD 52 were determined concurrent with establishment in 1950, prior to the enactment of various laws, regulations, and programs protecting wetlands and prior to initiation of modern, intensive farming and drainage practices within the County.
2. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the ability of landowners to convert wetlands for agricultural purposes and assumptions regarding the productivity of land.
3. Since original establishment of LCD 52 and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of LCD 52.
4. Since the original determination of benefits and damages, additional lands not previously determined to be benefitted have improved drainage to take advantage of LCD 52 as an outlet for drainage.
5. Since the original determination of benefits and damages, land values have changed within the benefitted area of LCD 52.
6. The Drainage Authority noticed and held an informational hearing on the proposed redetermination of benefits for LCD 52 on July 26, 2016. The informational hearing was attended by landowners who confirmed the determinations of the Drainage Authority.
7. At the close of public comments on July 26, 2016, the Drainage Authority continued the meeting to September 27, 2016 to allow staff to prepare maps displaying the currently benefitted area in comparison to the watershed of the drainage system and certain drainage improvements.
8. At the continued meeting on September 27, 2016, staff presented the requested information which was reviewed by the Drainage Authority.

**THEREFORE**, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 52, finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values, and the benefitted areas have changed.

## **ORDER**

**IT IS HEREBY ORDERED** that a Redetermination of Benefits, pursuant to Minnesota Statutes 103E.351 is ordered to be completed and that Ron Ringquist, Bill Anderson, and Allen Kerber are appointed viewers, to redetermine and report the benefits and damages for LCD 52.

The motion was seconded by Commissioner Rohlfig, and after discussion, the Findings and Order were unanimously approved.

The Board convened the informational public hearing for the redetermination of benefits on County Ditch # 18.

Darrell Pettis, County Administrator gave an overview of the ditch and John Kolb, Attorney with Rinke Noonan was available for questions.

There were 3 public comments.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved to close the CD #18 Public Hearing.

Commissioner Gliszinski made a motion to adopt the following Findings and Order:

**WHEREAS**, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 18, upon the request of benefitted landowners, investigated whether conditions exist to warrant the redetermination of benefits of LCD 18; and

**WHEREAS**, upon investigation, the Board has determined the following:

1. LCD 18 was established in 1901. Benefits for LCD 18 were determined concurrent with establishment in 1901, prior to the initiation of modern, intensive farming and drainage practices within the County.
2. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
3. Since original establishment of LCD 18 and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of LCD 18.
4. Since the original determination of benefits and damages, additional lands not previously determined to be benefitted have improved drainage to take advantage of LCD 18 as an outlet for drainage.
5. Since the original determination of benefits and damages, land values have changed within the benefitted area of LCD 18.

6. The Drainage Authority noticed and held an informational hearing on the proposed redetermination of benefits for LCD 18 on September 27, 2016. The informational hearing was attended by landowners who confirmed the determinations of the Drainage Authority.

**THEREFORE**, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 18, finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values, and the benefitted areas have changed.

### **ORDER**

**IT IS HEREBY ORDERED** that a Redetermination of Benefits, pursuant to Minnesota Statutes 103E.351 is ordered to be completed.

**FURTHER**, that at the time of this order, viewers are either not immediately available or not identified to perform the redetermination of benefits.

**FURTHER**, that as soon as viewers are identified to perform the redetermination of benefits, the Board shall meet and adopt and order appointing viewers to redetermine and report the benefits and damages for LCD 18.

The motion was seconded by Commissioner Connolly, and after discussion, the Findings and Order were unanimously approved.

The Board convened the informational public hearing for the redetermination of benefits for CD #19.

Darrell Pettis, County Administrator gave an overview of the ditch and John Kolb, Attorney with Rinke Noonan was available for questions.

There were 4 public comments.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved to close the CD #19 Public Hearing.

Commissioner Wetzel made a motion to adopt the following Findings and Order:

**WHEREAS**, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 19, upon the request of benefitted landowners, investigated whether conditions exist to warrant the redetermination of benefits of LCD 19; and

**WHEREAS**, upon investigation, the Board has determined the following:

1. LCD 19 was established in 1903 and subsequently improved in 1949. Benefits for LCD 19 were determined concurrent with establishment in 1903 and improvement benefits were determined in 1949, prior to the initiation of modern, intensive farming and drainage practices within the County.



2. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
3. Since original establishment of LCD 19 and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of LCD 19.
4. Since the original determination of benefits and damages, additional lands not previously determined to be benefitted have improved drainage to take advantage of LCD 19 as an outlet for drainage.
5. Since the original determination of benefits and damages, land values have changed within the benefitted area of LCD 19.
6. The Drainage Authority noticed and held an informational hearing on the proposed redetermination of benefits for LCD 19 on September 27, 2016. The informational hearing was attended by landowners who confirmed the determinations of the Drainage Authority.

**THEREFORE**, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 19, finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values, and the benefitted areas have changed.

### **ORDER**

**IT IS HEREBY ORDERED** that a Redetermination of Benefits, pursuant to Minnesota Statutes 103E.351 is ordered to be completed.

**FURTHER**, that at the time of this order, viewers are either not immediately available or not identified to perform the redetermination of benefits.

**FURTHER**, that as soon as viewers are identified to perform the redetermination of benefits, the Board shall meet and adopt and order appointing viewers to redetermine and report the benefits and damages for LCD 19.

The motion was seconded by Commissioner Connolly, and after discussion, the Findings and Order were unanimously approved.

The Board convened the informational public hearing for the redetermination of benefits for CD #63.

Darrell Pettis, County Administrator gave an overview of the ditch and John Kolb, Attorney with Rinke Noonan was available for questions.

There were 7 public comments.

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board approved to close the CD #63 Public Hearing.

Commissioner Rohlfing made a motion to adopt the following Findings and Order:

**WHEREAS**, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 63, upon the request of benefitted landowners, investigated whether conditions exist to warrant the redetermination of benefits of LCD 63; and

**WHEREAS**, upon investigation, the Board has determined the following:

1. LCD 63 was established in 1959. Benefits for LCD 63 were determined concurrent with establishment in 1959, prior to the initiation of modern, intensive farming and drainage practices within the County.
2. The current benefits roll reflects the benefitted properties, benefitted areas, and benefit values as determined by viewers based on assumptions regarding the future use and drainage of said properties.
3. Since original establishment of LCD 63 and the original determination of benefits and damages, land uses and drainage practices have changed to accelerate and increase the flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of LCD 63.
4. Since the original determination of benefits and damages, additional lands not previously determined to be benefitted have improved drainage to take advantage of LCD 63 as an outlet for drainage.
5. Since the original determination of benefits and damages, land values have changed within the benefitted area of LCD 63.
6. The Drainage Authority noticed and held an informational hearing on the proposed redetermination of benefits for LCD 63 on September 27, 2016. The informational hearing was attended by landowners who confirmed the determinations of the Drainage Authority.

**THEREFORE**, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 63, finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values, and the benefitted areas have changed.

### **ORDER**

**IT IS HEREBY ORDERED** that a Redetermination of Benefits, pursuant to Minnesota Statutes 103E.351 is ordered to be completed.

**FURTHER**, that at the time of this order, viewers are either not immediately available or not identified to perform the redetermination of benefits.

**FURTHER**, that as soon as viewers are identified to perform the redetermination of benefits, the Board shall meet and adopt and order appointing viewers to redetermine and report the benefits and damages for LCD 63.

The motion was seconded by Commissioner Gliszinski, and after discussion, the Findings and Order were unanimously approved.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board approved and authorized the Chair to sign the Findings and Order Directing Proceedings to Reestablish and Correct the Drainage System Record for Le Sueur County Ditches 30 and 54.

Pam Simonette, Auditor-Treasurer appeared before the Board with one item for approval.

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board approved a repurchase application from Daniel Gehring to repurchase parcel #24.510.1530.

Kathy Burns, Le Sueur County Historical Society appeared before the Board with a Geldner Mill Update.

By consensus, the Board endorsed to move forward with the Geldner Mill revised plan.

The County Administrator announced that the subsequent meeting for the adoption of the final levy and the final 2017 budget will be held in the Commissioner's Room of the Le Sueur County Courthouse on Tuesday, December 20, 2016 at 6:00 p.m. Public testimony on the levy and / or the budget will be allowed as part of this hearing.

On motion by Rohlfing, seconded by Wetzel and unanimously approved, the Board adopted a preliminary levy of \$18,201,432.

### **2017 PROPOSED LEVY**

<u>FUND</u>	<u>TAXES</u>	<u>PROGRAM AID</u>	<u>TOTAL</u>
Revenue	8,266,240	506,928	7,759,312
Road & Bridge	4,279,486	506,927	3,772,559
SS & PA	2,573,655		2,573,655
PA & GA	1,064,573		1,064,573
Fair	26,331		26,331
Building	420,000		420,000
Extension Services	188,648		188,648
Park	238,128		238,128
Bonded Indebtedness	2,142,313		2,142,313
Victim Witness	15,913		15,913
<b>TOTAL</b>	<b>19,215,287</b>	<b>1,013,855</b>	<b>18,201,432</b>

2017 PROPOSED LEVY \$ 18,201,432  
2016 FINAL LEVY \$ 17,171,162  
INCREASE IN LEVY \$ 1,130,270  
INCREASE OF 6%

Ann Traxler and Tammy Stewig appeared before the Board with a flooding update.

On motion by Rohlfing, seconded by Wetzel and unanimously approved, the Board approved and authorized the County Administrator to sign the following Resolution Declaring a State of Emergency:

### **Resolution Declaring a State of Emergency**

WHEREAS the Heavy Rain event of September 21, 2016 and ongoing impacted the population of Le Sueur County and its cities; and

WHEREAS the Heavy Rain event has caused a significant amount of public property damage; and

WHEREAS the Le Sueur County Department of Emergency Management requests the Le Sueur County Board of Commissioners to declare a STATE OF EMERGENCY for the Heavy Rain event of September 21, 2016 and ongoing;

NOW, THEREFORE, BE IT RESOLVED, that the Le Sueur County Board of Commissioners declares Le Sueur County in a State of Emergency for conditions resulting from the Heavy Rain event of September 21, 2016 and ongoing.

Darrell Pettis, County Administrator/Engineer appeared before the Board with several items for approval and consideration.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the following Emergency Repair Resolution:

### **Le Sueur County Board of Commissioners EMERGENCY REPAIR OF BRIDGES AND ROADS**

WHEREAS, the County of Le Sueur, Minnesota has sustained severe losses of major proportions, brought on by flood conditions occurring in September, 2016 and

WHEREAS, Le Sueur County is a public entity within the State of Minnesota; and

WHEREAS, Le Sueur County has requested the President of the United States to declared Le Sueur County to be a disaster area; and

WHEREAS, Le Sueur County suffered significant damages to County Highways and bridges, rendering them impassable and/or unsafe to travel; and

WHEREAS, immediate repair of flood damaged county roads and bridges is necessary to facilitate recovery and emergency aid efforts, to facilitate effective and timely delivery of emergency services, and to facilitate safe travel for public, government, and business purposes; and

WHEREAS, immediate contracting of emergency bridge and road repairs, without the requirement of bids, bonds and advertising, is necessary to protect public health, safety and welfare;

NOW, THEREFORE, BE IT RESOLVED, that the Le Sueur County Board of Commissioners, acting on behalf of and for the people of Le Sueur County, hereby declare that, pursuant to Minnesota Statutes 375.21 and 375.22, the Le Sueur County Highway Department is hereby authorized to immediately enter into necessary contracts for emergency repair of damaged and negatively impacted county roads and bridges without the requirement for solicitation of bids, bonds and advertising; said authorization to remain in place until modified or rescinded by this board.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign the following 2016 Municipal Maintenance Agreements and payments:

**2016 Municipal Maintenance Agreements**

	<b># of Miles</b>	<b>\$\$ per Mile</b>	<b>2016 Payment</b>
City of Elysian	1.35	\$6,978.14	\$ 9,420.49
City of Kasota	2.40	\$6,978.14	\$ 16,747.54
City of Le Center	2.13	\$6,978.14	\$ 14,863.44
City of Le Sueur	4.05	\$6,978.14	\$ 28,261.47
City of Montgomery	3.36	\$6,978.14	\$ 23,446.55
City of Waterville	3.45	\$6,978.14	\$ 24,074.58
<b>Totals</b>	19.03		\$ 132,794.00

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the 2017 employer contribution of \$909.50 per month to all benefits eligible employees for the single coverage group health insurance plan and \$1,400.00 per month to all benefits eligible employees for the family coverage group health insurance plan.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, October 4, 2016 at 9:00 a.m.

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

Hobber's Hwy 99 Bar & Grill	On & Off Sale Liquor License, Sunday License
Le Sueur Country Club	On Sale Liquor License, Sunday License
Traxler's Hunting Preserve	On Sale Liquor License, Sunday License
Next Chapter Winery	On Sale Liquor License selling strong beer only
Caribou Gun Club	Wine License



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# **Le Sueur County, MN**

**Tuesday, October 4, 2016**

**Board Meeting**

## **Item 2**

**9:05 a.m. Claims (10 min)**

**Staff Contact:**





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# **Le Sueur County, MN**

**Tuesday, October 4, 2016**

**Board Meeting**

## **Item 3**

**9:15 a.m. Jennifer Letts (20 min)**

**Staff Contact:**



# **Le Sueur County, MN**

**Tuesday, October 4, 2016**

**Board Meeting**

## **Item 4**

**9:35 a.m. Jim McMillen and Jeff Neisen (5 min)**

*RE: Door Program*

Staff Contact:

# Comparison Chart

\$ 3,453

\$ 5,439



S-BASE-KIT

S-IA-PRO  
REQUIRES S-BASE-KIT PURCHASE FOR  
NEW INSTALLATION

S-IA-CORP  
REQUIRES S-BASE-KIT PURCHASE  
FOR NEW INSTALLATION

FEATURES	S-BASE-KIT	S-IA-PRO REQUIRES S-BASE-KIT PURCHASE FOR NEW INSTALLATION	S-IA-CORP REQUIRES S-BASE-KIT PURCHASE FOR NEW INSTALLATION
IP-based Access Control	✓	✓	✓
PoE (Power over Ethernet Support)	✓	✓	✓
Browser-based User Interface	✓	✓	✓
Momentary Unlock	✓	✓	✓
Lock All Doors	✓	✓	✓
Unlimited Schedules	✓	✓	✓
Holiday Schedules	✓	✓	✓
Multiple Security Roles	✓	✓	✓
Badging	✓	✓	✓
Live Muster	✓	✓	✓
Built-in Standard Reports	✓	✓	✓
Customizable SQL Reports	✓	✓	✓
Rules Engine (For user defined configuration)	Standard	Advanced	Advanced
iPhone, iPad and Android Support	✓	✓	✓
Virtual Machine Support	✓	✓	✓
Video Integration*		✓	✓
Elevator Control (RLY16-RM)		✓	✓
LDAP Support for AD Synchronization		✓	✓
MS Outlook/Google Calendar Integration		✓	✓
Requires Certification		✓	✓
Multi-tier Management			✓
Number of Events	Unlimited	Unlimited	Unlimited
Number of Doors	Unlimited	Unlimited	Unlimited
Number of Cardholders	Unlimited	Unlimited	Unlimited
Door Licensing	Unlimited	Unlimited	Unlimited

Visit [infinias.com](http://infinias.com) for a complete list of our integration partners.

## Mobile Credential

infinias Mobile Credential provides convenient access control – with the touch of a button.

Request Access to the doors at your facility with a touch of your phone. Mobile Credential is iOS and Android compatible and allows authorized users access to designated doors.

Available in 10, 20, 50 and 100-pack increments. Each license authorizes one Android phone or iPhone.

Visit [www.infinias.com](http://www.infinias.com) for more information on Mobile Credentials.



[www.infinias.com](http://www.infinias.com) 5

**Technical Solutions of Madison Lake, Inc**

50773 Carpenters point Ln.

Elysian, MN 56028

Phone # 507-243-4590

Fax #

E-mail Technical@TechnicalSolutionsML.com

**Estimate**

Date	Estimate #
9/28/2016	123

<b>Name / Address</b>
Le Sueur County 88 South Park Avenue Le Center, MN 56057

<b>Project</b>

Qty	Item	Description	Cost	Total
1	S-IA-CORP	Quote for Infinias Access Pro Corporate Addition S-IA-CORP Infinias Access Corporate Addition Software License	5,439.00	5,439.00
			<b>Subtotal</b>	\$5,439.00
			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$5,439.00



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# Le Sueur County, MN

Tuesday, October 4, 2016

Board Meeting

## Item 5

**9:40 a.m. Darrell Pettis, County Administrator**

*RE: HR Items*

*RE: MVAC*

*RE: West Jefferson Engineering*

*RE: CVSO Grant Resolution*

*RE: Architect RFP*

*RE: Purchase of Equipment*

*RE: 169 Ribbon Cutting : Tuesday, October 13th, 2:00 p.m. at Happy Chef in North Mankato*

*RE: AMC Meeting Reminder: November 2nd in Truman, MN*

Staff Contact:



# Human Resources

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

## HUMAN RESOURCES AGENDA ITEMS October 4, 2016

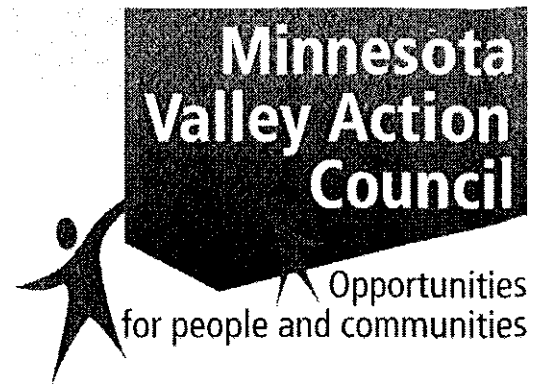
Recommendation to grant regular status to Amber Lazzari, full time Social Worker in Human Services, effective October 1, 2016. Amber has completed the six-month probationary period.

Recommendation to promote Jeff Neisen from temporary to permanent Information Technology Director effective today, Tuesday October 4, 2016, grade 14, step 9 at \$36.95 per hour. Jeff has been a Le Sueur County employee since January 2005.

The Network Administrator position vacated by Jeff Neisen will not be filled at this time. When the Information Technology Director determines what is needed, we will come to the board with the request.

Request permission to request from employees donation of vacation or comp time to Employee #1656.

*Equal Opportunity Employer*



September 27, 2016

Carol Blaschko  
LeSueur County Courthouse  
88 S. Park  
LeCenter, MN 56057

RE: MVAC Board of Directors Appointments

Dear Ms. Blaschko:

Minnesota Valley Action Council values the partnership and support of LeSueur County. As a Community Action Agency, we maintain a board in three sectors: low income, public official and private sector representatives. For many years, we have been grateful for LeSueur County's obligation of two County Commissioners to our Board. Their leadership and commitment to the agency has been an asset and has helped us achieve success in fighting poverty.

MVAC is now in the process of rewriting agency Bylaws and adjusting the size and composition of our Board of Directors. We acknowledge the many demands on the time of our public officials, and as we reduce the size of our board overall, we will reduce the request for public sector representatives. As we enter 2017 and you consider committee appointments, I wish to update you that we will request a single appointee to the MVAC Board of Directors.

I offer my utmost appreciation for your ongoing commitment of time and resource to our agency, and for the service of Commissioners Connelly and Rohlfing.

Respectfully,

Amanda Mackie  
MVAC Executive Director

MVAC: 706 North Victory Drive, Mankato, MN 56001-6803

Telephone: 507-345-6822 Toll-Free: 800-767-7139

Fax: 507-345-2414 Website: [www.mnvac.org](http://www.mnvac.org) MVAC is an EEO/AA Compliant Employer



**BOLTON  
& MENK**

Real People. Real Solutions.

1960 Premier Drive  
Mankato, MN 56001-5900

Ph: (507) 625-4171  
Fax: (507) 625-4177  
Bolton-Menk.com

September 27, 2016

Darrell Pettis, PE  
Le Sueur County  
88 South Park Avenue  
Le Center, MN 56057

RE: West Jefferson Lake Sanitary Sewer Collection System – Design Proposal  
Le Sueur County, Minn  
Project No.: M15.111340

Dear Darrell,

Bolton & Menk, Inc. is pleased to submit this Agreement for Professional Services to Le Sueur County to provide Design Related Services for the West Jefferson Lake Sanitary Sewer Collection System with connection to the City of Cleveland.

We look forward to working with you and your staff including the West Jefferson Lake Association on this great project. Please reach out to me with any questions or comments. I can be reached at 507-380-2464 or [jasonfe@bolton-menk.com](mailto:jasonfe@bolton-menk.com).

Sincerely,

**Bolton & Menk, Inc.**

**Jason L. Femrite, P.E.**  
Senior Project Manager



**AGREEMENT FOR PROFESSIONAL SERVICES**  
**WEST JEFFERSON SANITARY SEWER COLLECTION SYSTEM**  
**LE SUEUR COUNTY, MINNESOTA**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Le Sueur, 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 to design the West Jefferson Lake Sanitary Sewer Collection System in rural Le Sueur County, Minnesota

Whereas the CONSULTANT agrees to furnish professional engineering services required by the CLIENT, and

Whereas, the services will include a partial project sequence to include the development of plans & specifications and bidding documents, and

Whereas, it is intended that this Agreement shall govern the terms of employment of the CONSULTANT and all conditions thereof.

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	\$170-240/Hour
Sr. Project Manager - Principal Engineer/Surveyor	\$127-180
Senior Transportation/Aviation Planner	\$125-175
Project Manager (Inc. Landscape Architect)	\$106-170
Project/Design Engineer/Planner/Landscape Architect	\$52-170
Licensed Surveyor	\$94-165
Project Surveyor	\$82-130
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$47-140
Senior Technician (Inc. Survey <sup>1</sup> )	\$72-165
Technician (Inc. Survey <sup>1</sup> )	\$33-140
Administrative Support & Clerical	\$29-110
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. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals, associates and members of the staff vary according to skill and experience.

These rates include an overhead factor, which accounts for federal and state taxes and required benefits, as well as insurance, office expenses and profit. In addition, the overhead factor includes vehicle and personal expenses, stakes and supplies as noted above. Unusual expenses, such as large quantities of prints, reproductions ordered in connection with subdivision plats, outside professional assistance and other items of this general nature, will be billed out separately. Overtime shall not result in additional costs to the CLIENT, but shall be billed at normal hourly rates.

3. Total cost for the Basic Services, as itemized under Section I.A. of EXHIBIT I shall not exceed \$220,000.00.

- 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.

In acknowledgment that the CLIENT has previously determined the justification and need for the proposed improvements and also controls operation of the completed project, the CLIENT agrees, to the fullest extent permitted by law, to limit and hold the CONSULTANT harmless from any liability to any person, firm or corporation arising from claims relating to the justification (or improper justification), maintenance and operation of the project.

#### 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. 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.

#### G. 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.

#### H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. CONTROLLING LAW

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

O. 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.

P. 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.

Q. 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Sede - Project Manager  
\_\_\_\_\_

## EXHIBIT I

### PROJECT RELATED SERVICES BY CONSULTANT

#### WEST JEFFERSON SANITARY SEWER COLLECTION SYSTEM 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:

We have developed work plan for this project. These items are as follows:

- Public Information and Communication
- Final Design and Contract Documents

Tasks for each of these are outlined in the following paragraphs.

##### **Public Information and Communication**

The Bolton & Menk project team will have primary responsibility for developing and implementing the public information process during the final design of the project. The team will provide expertise and resources to effectively communicate the benefits of the project, the project scope, and cost information to the affected residents and property owners.

##### PUBLIC INFORMATION MEETINGS AND SUPPORT

Our team will work closely with Le Sueur County staff and the West Jefferson Lake advisory group to maintain and build public support for the project. The project team members will also communicate how the proposed improvements will impact each property and will address construction related issues from property owners during the construction phase. These efforts will be accomplished through a combination of the following:

- Public information meetings/hearings, informal open houses, and neighborhood gatherings – scheduled at days and times that accommodate the schedules of seasonal and/or weekend residents
- Informational brochures or newsletters distributed via mail or email

The project staff will develop presentation and other resource materials, facilitate the public informational meetings and provide technical expertise at the meetings.

##### INDIVIDUAL PROPERTY OWNER MEETINGS

Site visits to each property within the service district will be conducted during the design phase as outlined in Task 2.3. The purpose of these site visits is to verify the locations of existing septic system components and private wells and to document existing conditions. In addition to these meetings we anticipate that special issues or concerns may arise with some of the property owners that will require additional individual meetings between the project manager and the property owner. We have included time in our hourly budget and fees for these meetings. Documentation outlining discussion points, decisions/recommendations and/or action items will be provided as appropriate.



## **Final Design and Construction Documents**

Bolton & Menk's final design phase services include preparation of the plans and specifications for the wastewater collection facility improvement construction contract. The project design team will meet on a regular basis with representatives from the West Jefferson Lake Subordinate Service District and designated representatives of Le Sueur County for project review meetings during the design phase. The purpose of these meetings is to gain input from the lakes area community as the design progresses, thereby designing a facility that meets the needs and expectations of the end users and the District at the outset, avoiding costly end-of-the-project design revisions.

The major tasks for the Final Design Phase are summarized below:

### Final Design and Preparation of Contract Documents

The concepts developed in the Facility Plan will be the basis of our final design process. Final design work includes all engineering calculations, correspondence with equipment manufacturers, and development of final design drawings prior to preparation of construction contract drawings and specifications. During the design of the wastewater collection facility improvements, Bolton & Menk will work with the West Jefferson Lake Subordinate Service District and Le Sueur County representatives to ensure that, when constructed, the design will minimize disruptions to the residents to the greatest degree possible. The contract drawings will be generated on computer-aided drafting systems utilizing state of the art design software. Upon completion of the plans, review copies will be submitted to the Minnesota Pollution Control Agency and any other required regulatory agencies for permit approval.

### SUPPLEMENTAL Data Collection

Our project team will conduct the necessary field explorations to assist us in evaluating system design options for the project. While the majority of the necessary design information will be collected prior to the beginning of the final design, collection of additional topographic information in selected areas and the verification of physical conditions may be required for plan coordination. Assistance with the solicitation and evaluation of proposals from geotechnical engineering firms for soil borings will also be included. It is assumed that the cost of the geotechnical engineering investigations will be paid for directly by Le Sueur County.

### On-Site Investigations

Members of our project team, typically the design engineer and/or the construction technician who will be assigned as the Lead Resident Project Representative, will visit each property within the sanitary sewer district. Information to be collected during the site visit will include:

- Verification of the County's GIS information regarding the location of existing on-site septic systems and private wells
- Documentation of existing improvements and landscaping that may be impacted by the improvements
- Obtaining photographs and/or video documentation of existing conditions
- Determining the proposed location of the grinder pump station
- Other pertinent information

Easement documents for the construction of the individual grinder pumps and service lines would be reviewed with the property owners during the site visits and signatures secured. Due to the number of seasonal residents within the service area and considering the tight timeframe for design, it is anticipated that some of the site visits will need to be conducted during the early stages of the construction phase.

### Design Review Meetings

Design review meetings with the West Jefferson Lake Subordinate Service District and designated Le Sueur County representatives will be held on a regular basis. As previously discussed, our proximity allows us to easily have face-to-face meetings, which we feel are the most effective meetings.

### Construction Cost Opinion

An engineer's opinion of construction cost will be developed using cost estimating data from similar projects, equipment supplier information and Means Construction Cost Data. Construction cost estimates will represent our best judgment as experienced and qualified professional engineers familiar with the construction industry for projects of this type and scope.

### Bidding Services

Bid phase services include all work after the West Jefferson Lake Subordinate Service District approves final design drawings and specifications, and prior to award of the construction contracts. Bid phase services include the following items: Preparation of bid advertisement; Duplication and distribution of plans and specifications to bidders; Response to bidders' questions; Distribution of any necessary addenda; Coordinating pre-bid meetings; Opening and evaluation of bids and award recommendation.

Electronic means for distribution of bidding documents utilizing Quest Construction Data Network (CDN) or other similar method will be utilized during the bidding process. Bolton & Menk has used the Quest CDN delivery system on past projects and is familiar with utilizing this type of plan and specification delivery system.

We propose that a contractor and subcontractor prequalification process be utilized to ensure that contractors have demonstrated qualifications and experience in the types of work required. A pre-award conference with the low bidder will also be held to verify that the low bidder understands and is prepared to comply with the requirements of the contract documents.

### Project Timeline:

We anticipate that the Survey Work could be collected in November 2016 (3-weeks of work). Final Design would be anticipated from December 1, 2016 through February 21<sup>st</sup>, 2017 and be submitted to the MPCA for Review. Project Review would be March-April 2017. Bidding would be May-June 2017. Based on our experience, a project of this size and scope could be constructed in approximately 20 weeks. The pressure sewer mainlines, the metering station, and the individual grinder pumps and service lines could be constructed in the summer and late fall of 2017. Depending on weather and other factors, we anticipate that some of the restoration work could carry over into the spring of 2018.

### I.B. ADDITIONAL SERVICES

Engineering services performed other than those authorized under Section I.A 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. ARCHEOLOGICAL SERVICES. Any required archeological services will be provided as additional services.
5. All other services not specifically identified in Section I.A.



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# **Le Sueur County, MN**

**Tuesday, October 4, 2016**

**Board Meeting**

## **Item 6**

### **Future Meetings**

**Staff Contact:**

## Future Meetings October – November 2016

October 4, 2016	<b>Board Meeting, 9:00 a.m.</b>
October 11, 2016	No Board Meeting
October 13, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
October 18, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*Ordinance Public Hearing, 11:00 a.m.</b>
October 20, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
October 25, 2016	<b>Board Meeting, 9:00 a.m.</b>
November 1, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*CHB Meeting, 1:00 p.m. Waterville Senior Center</b>
November 8, 2016	No Board Meeting
November 10, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
November 11, 2016	Offices Closed – Veteran’s Day
November 15, 2016	<b>Board Meeting, 9:00 a.m.</b>
November 17, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
November 22, 2016	<b>Board Meeting, 9:00 a.m.</b>
November 24-25, 2016	Offices Closed – Thanksgiving
November 29, 2016	No Board Meeting