



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
December 13, 2016**

1. **9:00 a.m. Agenda and Consent Agenda (5 min)**
RE: November 22, 2016 Minutes and Summary Minutes
RE: November Transfers
2. **9:05 a.m. Claims (5 min)**
3. **9:10 a.m. Dean Otto (15 min)**
RE: Lake Washington Trails
4. **9:25 a.m. Joshua Mankowski (15 min)**
RE: Cannon River 1W1P MOA
5. **9:40 a.m. Miranda Rosa (10 min)**
6. **9:50 a.m. Human Resources (20 min)**
7. **10:10 a.m. Kathy Brockway, PZ Administrator (5 minutes)**
PZ Committee members
8. **10:15 a.m. Darrell Pettis, County Administrator / Engineer**
RE: Final CSAH 3
RE: CSAH 29 Speed Zone Study
RE: 4H Utilities
RE: Lake Jefferson SSD Geotech proposals

9. **Soil & Water Work Session**
RE: Ditch Inspector, Buffers, etc.

10. **Future Meetings**



Le Sueur County, MN

Tuesday, December 13, 2016

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda (5 min)

RE: November 22, 2016 Minutes and Summary Minutes

RE: November Transfers

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting November 22, 2016

The Le Sueur County Board of Commissioners met in regular session on Tuesday, November 22, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlfig, Lance Wetzel and Joe Connolly. Darrell Pettis and Brent Christian were also present.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board approved the amended agenda.

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

- Approved the November 15, 2016 County Board Minutes and Summary Minutes
- Approved a gambling permit for the Ladies of Ducks Unlimited

Kathy Brockway, Zoning Administrator appeared before the Board with four items for approval.

On motion by Wetzel, seconded by Connolly and approved via roll call vote 5-0, the Board approved the withdrawal of the application of Novel Energy Solutions, Rochester, MN (Applicant); Brian, Kevin & Timothy Vetter, Kasota, MN (Owner): Request that the County grant a Conditional Use Permit to allow the applicant to construct a 1MW solar garden in an Agricultural "A" District. Property is located in the SE1/4 SW1/4, Section 9, Kasota Township.

On motion by Rohlfig, seconded by Gliszinski and approved via roll call vote 5-0, the Board granted a Conditional Use Permit and approval of a one-year (1) extension to LESUN LLC, Minneapolis, MN (Applicant); Patrick Gregor, Waseca, MN (Owner): Request that the County grant a Conditional Use Permit to allow the applicant an extension on Conditional Use Permit #15259 to establish a 5 MW solar farm in an Agriculture "A" District. Property is located in the SE 1/4, Section 26, Waterville Township.

On motion by Wetzel, seconded by Connolly and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to Le Sueur County Soil & Water Conservation District (SWCD), Le Center, Mn, (Applicant); Dean & Doreen Peterson, Marshal, MN, (Owner): Request that the County grant a Conditional Use Permit to allow grading, excavating, and filling, of approximately 33 cubic yards of material for the construction of rip rap located in the shore impact zone in a Recreational Residential "RR" District on a Recreational Development "RD" lake, Lake Volney. Property is located at Lot 2, Elwoods Subdivision, Section 1, Cordova Township.

On motion by Wetzel, seconded by Rohlfig and approved via roll call vote 5-0, the Board approved to table a decision until December 13, 2016 on a Le Sueur County Zoning Ordinance Revision: Section 25. Administration/Planning Commission; Subdivision 2. Planning Commission: Change Planning Commission board members from eleven (11) members to seven (7) members.

Nancy Domonoske introduced Natalie Compart to the Board.

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

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved a carpet installation quote for the first and third floors from Carpet Castle in the amount of \$88,866.29.

Cindy Shaughnessy and Darlene Tuma appeared before the Board with a 2016 HHCAHPS award.

Cindy Westerhouse appeared before the Board with several items for approval.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to grant regular status to Laurie Appel, full time Lead Eligibility Worker in Human Services, effective November 16, 2016. Laurie has completed the six-month trial period.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board approved the recommendation to post and advertise for a full time Correctional Officer/ Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.50 per hour.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to hire Briana Skluzacek, full time Registered Dietician – WIC Coordinator in Public Health as a Grade 11, Step 1 at \$23.42 per hour, effective December 19, 2016.

Dave Tietz, Sheriff appeared before the Board with one item for approval.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair and Administrator to sign the 2016 Federal Boating Grant.

Jennifer Letts appeared before the Board to discuss changes to a proposed Designated Predatory Offender Residency Restrictions Ordinance Draft to include bus stops.

Darrell Pettis appeared before the Board with several items for discussion and approval.

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board approved to reappoint Carol Fried to the Waseca – Le Sueur Regional Library Board.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair to sign a 2017 Public Transit Grant Agreement and a 2017 Capital Bus Purchase Agreement.

Board consensus was to move forward with the request from Darrell Pettis to participate in the TH 22 Corridor Study.

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board approved to include bus stops in the proposed Designated Predatory Offender Residency Restrictions Ordinance draft.

On motion by Wetzel, seconded by Rohlfing and unanimously approved, the Board approved the proposed Designated Predatory Offender Residency Restrictions Ordinance draft.

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, December 13, 2016 at 9:00 a.m.

ATTEST:

Le Sueur County Administrator

Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, November 22, 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.

- Approved the agenda. (Connolly-Wetzel)
 - Approved the consent agenda: (Rohlfing-Gliszinski)
 - Approved the withdrawal of the application of Novel Energy Solutions, Rochester, MN (Applicant); Brian, Kevin & Timothy Vetter, Kasota, MN (Owner). (Wetzel-Connolly)
 - Approved a Conditional Use Permit and approval of a one-year (1) extension to LESUN LLC, Minneapolis, MN (Applicant); Patrick Gregor, Waseca, MN (Owner). (Rohlfing-Gliszinski)
 - Approved a Conditional Use Permit to Le Sueur County Soil & Water Conservation District, Le Center, Mn, (Applicant); Dean & Doreen Peterson, Marshal, MN, (Owner). (Wetzel-Connolly)
 - Approved to table a decision until December 13, 2016 on a Le Sueur County Zoning Ordinance Revision. (Wetzel-Rohlfing)
 - Approved a carpet installation quote for the first and third floors from Carpet Castle. (Gliszinski-Rohlfing)
 - Approved regular status to Laurie Appel in Human Services. (Rohlfing-Gliszinski)
 - Approved to post and advertise for a full time Correctional Officer/ Dispatcher in the Sheriff's Office. (Connolly-Wetzel)
 - Approved to hire Briana Skluzacek in Public Health. (Gliszinski-Rohlfing)
 - Approved the 2016 Federal Boating Grant. (Connolly-Gliszinski)
 - Approved to reappoint Carol Fried to the Waseca – Le Sueur Regional Library Board. (Wetzel-Rohlfing)
 - Approved a 2017 Public Transit Grant Agreement and a 2017 Capital Bus Purchase Agreement. (Rohlfing-Gliszinski)
 - Approved to include bus stops in the proposed Designated Predatory Offender Residency Restrictions Ordinance draft. (Wetzel-Connolly)
 - Approved the proposed Designated Predatory Offender Residency Restrictions Ordinance draft. (Wetzel-Rohlfing)
 - Adjourned until Tuesday, December 13, 2016 at 9:00 a.m. (Connolly-Wetzel)
- ATTEST: Le Sueur County Administrator Le Sueur County Chairman

November 2016 Transfers

- #1625 Transfer 2,728.00 from Agency to Revenue
 (November landshark)
- #1626 Transfer 2,792.00 from Human Services to Revenue
 (A87 qtr ending 9-30-16)
- #1627 Transfer 13,250.68 from Revenue to Road & Bridge
 (Law Enf fuel—August, September & October)



Le Sueur County, MN

Tuesday, December 13, 2016

Board Meeting

Item 2

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

Staff Contact:



Le Sueur County, MN

Tuesday, December 13, 2016

Board Meeting

Item 3

9:10 a.m. Dean Otto (15 min)

RE: Lake Washington Trails

Staff Contact:



Le Sueur County, MN

Tuesday, December 13, 2016

Board Meeting

Item 4

9:25 a.m. Joshua Mankowski (15 min)

RE: Cannon River 1W1P MOA

Staff Contact: Joshua Mankowski

**ONE WATERSHED ONE PLAN - CANNON RIVER WATERSHED
MEMORANDUM OF AGREEMENT**

This Agreement is made and entered into by and between:

The Counties of Rice, Steele, Goodhue, Dakota, Le Sueur, and Waseca by and through their respective Board of Commissioners, and

The Soil and Water Conservation Districts of Rice, Steele, Goodhue, Dakota, Le Sueur, and Waseca, by and through their respective Board of Supervisors, and

The North Cannon River Watershed Management Organization, by and through their respective Board of Managers, and

The Belle Creek Watershed District, by and through their respective Board of Managers,
Collectively referred to as the "Parties."

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Watershed Management Organizations and Watershed Districts of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and/or statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Cannon River Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Cannon River Watershed (*see Attachment A with a map of the planning area*). The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this agreement will be collectively referred to as One Watershed One Plan – Cannon River Watershed
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the plan by all parties, or 12/31/2019, the BWSR Grant Agreement end date, unless canceled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party within the Cannon River Watershed desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to June 30, 2017. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
 - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.
 - c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act.

The records retention will follow the Fiscal Agent and Grant Administrator schedules as identified in paragraph 7 and 8.

- d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- e. **Termination:** The parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR and until canceled by all parties, unless otherwise terminated in accordance with law or other provisions of this Agreement. The parties acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement have been completed.
- f. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.

6. **Administration:**

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing body, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to an Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
 - i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective governing body, and act on behalf of their governing body in all matters. Each representative shall have one vote.
 - ii. Each governing body may choose one alternate to serve on the Policy Committee, as needed, in the absence of the designated member.
 - iii. The Policy Committee will establish bylaws by March 1, 2017 to describe the functions and operations of the committee(s).
 - iv. The Advisory Committee will meet as needed to assist and provide technical support and make recommendations to the Policy Committee on the development, content, and implementation of the plan. Members of the Advisory Committee may not be a current board member of any of the Parties.
- b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.
- c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

7. **Fiscal Agent:** Rice Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement and agrees to:
- Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
 - Perform financial transactions as part of grant agreement and contract implementation.
 - Provide for strict accountability of all funds, report all receipts and disbursements, and annually provide a full and complete audit report.
 - Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
 - Retain fiscal records consistent with the agent's records retention schedule until termination of the agreement (at that time, records will be turned over to the Day to Day Contact).
8. **Grant Administrator:** Dakota County Soil and Water Conservation District will act as the Day to Day Contact for the purposes of this Agreement and agrees to provide the following services:
- Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan* Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.
 - Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
 - Provide for proper public notice of all meetings and retaining records consistent with the Grant Administrator's record retention schedule.
 - Ensure that minutes of all Policy Committee meetings are recorded and made available in a timely manner to the Policy Committee, and maintain a file of all approved minutes including corrections and changes.
9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Rice County

Julie Runkel or successor
Environmental Services Director
320 3rd St NW
Faribault, MN 55021
Telephone: (507) 332-6113

Rice Soil and Water Conservation District

Steve Pahs or successor
District Manager
1810 30th St NW
Faribault, MN 55021
Telephone: (507) 332-5408

Steele County

Scott Golberg or successor
Environmental Services Director
630 Florence Ave.
Owatonna, MN 55060
Telephone: (507) 444-7477

Goodhue County

Scott Arneson or successor
County Administrator
509 W. 5th St.
Red Wing, MN 55066
Telephone: (651) 385-3001

Dakota County

Brad Becker or successor
Water Resources Supervisor
14955 Galaxie Avenue
Apple Valley, MN 551
Telephone: 952-891-7044

Le Sueur County

Joshua Mankowski or successor
Environmental Resource Specialist
88 South Park Ave
Le Center, MN 56057
Telephone: (507) 357-8540

Waseca County

Kelly Hunt or successor
Water Resource Specialist
300 North State Street
Waseca, MN 56093
Telephone: (507) 835-0650

North Cannon River WMO

Greg Langer or successor
North Cannon River WMO Chairman
7050 320th Street
Northfield, MN 55057
Telephone: (507) 649-2376

Steele Soil and Water Conservation District

Eric Gulbransen or successor
District Manager
235 Cedardale Dr. SE
Owatonna, MN 55060
Telephone: (507) 451-6730

Goodhue Soil and Water Conservation District

Glen Roberson or successor
District Manager
104 E. 3rd Ave
Goodhue, MN 55027
Telephone: (651) 923-5300 Ext 4

Dakota Soil and Water Conservation District

Brian Watson or successor
District Manager
4100 220th Street West
Farmington, MN 55024
Telephone: (651) 480-7777

Le Sueur Soil and Water Conservation District

Michael Schultz or successor
District Manager
181 W. Minnesota St
Le Center, MN 56057
Telephone: (507) 357-4879 Ext 3

Waseca Soil and Water Conservation District

Eric Gulbransen or successor
District Manager
235 Cedardale Dr. SE
Owatonna, MN 55060
Telephone: (507) 451-6730

Belle Creek Watershed District

Les Kylo or successor
Belle Creek WD Chairman
14414 County 50 Blvd.
Goodhue, MN 55027
Telephone: (507) 272-3767

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.
(Repeat this page for each participant)

PARTNER: _____

APPROVED:

BY: _____
Board Chair Date

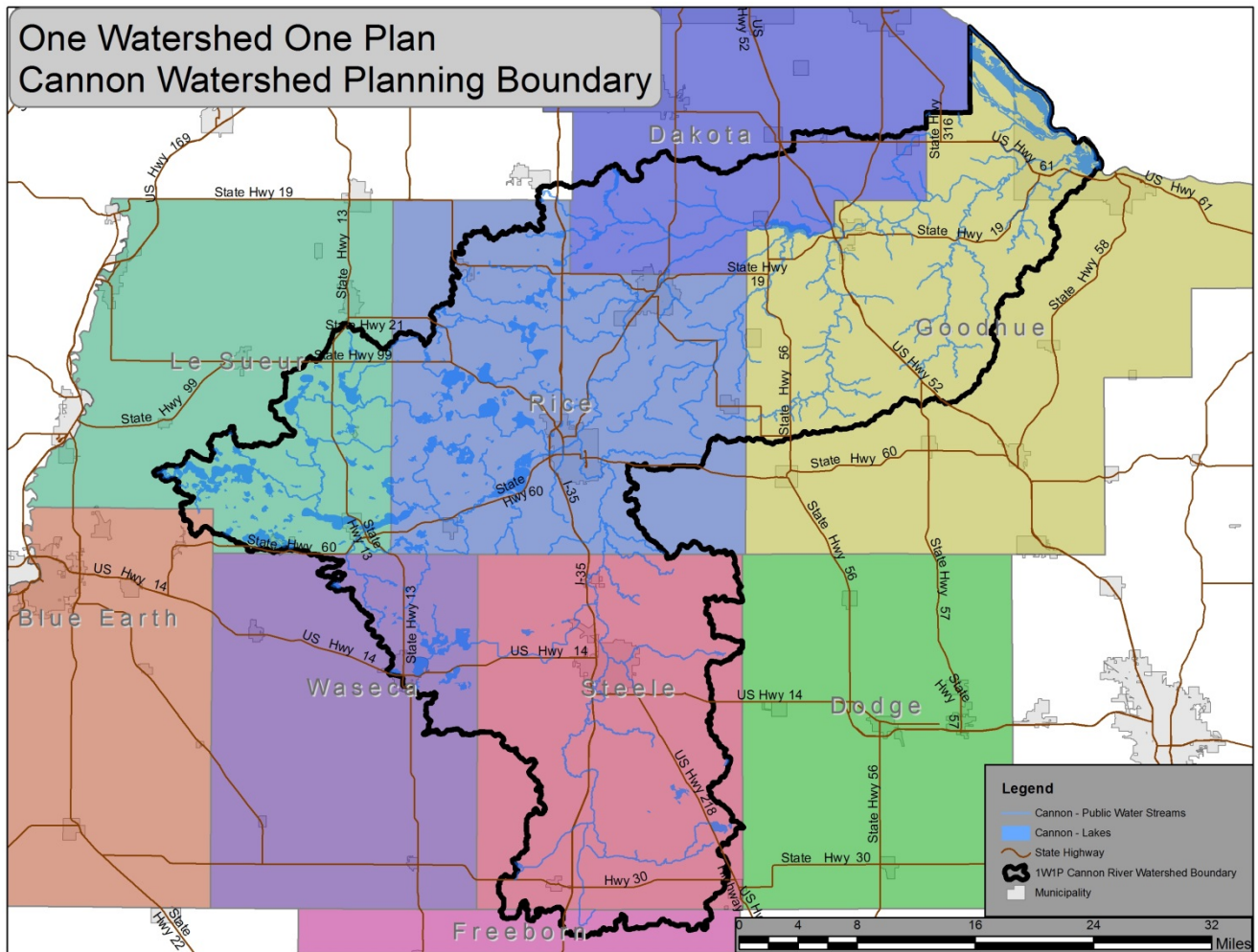
BY: _____
District Manager/Administrator Date

APPROVED AS TO FORM *(use if necessary)*

BY: _____
County Attorney Date

Attachment A

Cannon River Watershed Planning Map





Le Sueur County, MN

Tuesday, December 13, 2016

Board Meeting

Item 5

9:40 a.m. Miranda Rosa (10 min)

Staff Contact:

CONTRACT FOR SERVICES (non technology related)

THIS CONTRACT, and amendments and supplements thereto, is between County of Le Sueur, acting through the Le Sueur County Drug Court, address 88 South Park Avenue, Le Center, MN 56057 (hereinafter "COUNTY") and Wornson, Goggins, Neisen, Morris & Brever, PC, an independent contractor, not an employee of the County of Le Sueur, address 119 East Main Street, New Prague, MN 56071 (hereinafter "CONTRACTOR"),

WHEREAS, the COUNTY has received a grant for the purpose of maintaining an Adult Drug Court; and

WHEREAS, the COUNTY desires to provide a defense perspective in Adult Drug Court reviews and consultations but lacks appropriate staff; and

WHEREAS, CONTRACTOR represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

- I. DUTIES.** CONTRACTOR, who is not a COUNTY employee, will provide the services of an attorney who shall participate in the Adult Drug Court process as established by the local court, advocate for participant's access to and continued participation in that Court, assist in screening applicants for participation. The CONTRACTOR shall exercise independent legal judgment within the parameters of the assignment as established by the court. The CONTRACTOR shall meet with the Adult Drug Court team periodically on a schedule established by the court to advocate on behalf of the participant. Representation shall be limited to the issues which arise in the court of Adult Drug Court consultations and shall not include representation on issues related to a specific charge of violation of law. The parties contemplate that Patrick Goggins will be the attorney primarily assigned to participate in the Adult Drug Court, although other firm attorneys may be substituted to accommodate scheduling or other conflicts.

The COUNTY shall provide training on the protocols and procedures of the Adult Drug Court to facilitate the full and effective participation of the CONTRACTOR in the Court process.

II. CONSIDERATION AND TERMS OF PAYMENT.

A. **Consideration** for all services performed and goods or materials supplied by CONTRACTOR pursuant to this contract shall be paid by the COUNTY as follows:

1. Compensation: at a rate of \$77.60 per hour up to a maximum of 260 hours for the contract period.
2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONTRACTOR performance on this contract is including in the hourly rate.
3. The total obligation of the COUNTY for all compensation and reimbursements to CONTRACTOR shall not exceed Twenty Thousand One Hundred Seventy Six Dollars (\$20,176).

B. **Terms of Payment.** Payments shall be made by the COUNTY promptly after CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by the COUNTY's authorized agent. An invoice shall be submitted on for billable costs incurred by the CONTRACTOR during the immediately preceding month.

III. TIME REQUIREMENTS. CONTRACTOR shall comply with all of the time requirements described in this contract.

IV. CONDITIONS OF PAYMENT. All services provided by CONTRACTOR pursuant to this contract shall be performed to the satisfaction of the COUNTY, as determined at the sole discretion of its authorized representative, and in accord with the CONTRACTOR'S duties set forth in section 1 of this contract and all applicable federal, COUNTY, and local laws, ordinances, rules and regulations. CONTRACTOR shall not receive payment for work found by the COUNTY to be unsatisfactory, or performed in violation of federal, COUNTY or local law, ordinance, rule or regulation.

V. TERMS OF CONTRACT. This Contract shall be effective on January 1, 2017 and shall remain in effect until December 31, 2017 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

VI. ASSIGNMENT. CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the COUNTY.

VII. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

1. CONTRACTOR

2. COUNTY

CONTRACTOR certifies that the appropriate persons have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute.)	Person signing certifies that the applicable procurement policies have been followed.
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By	By
Title	Title
Date	Date

By	By
Title	Title
Date	Date

3. Funds have been encumbered as required by COUNTY Court Finance Policy by:

(reserved)	By
	Title
	Date
	Contract No.

4. Approved as to form and execution for COUNTY by:

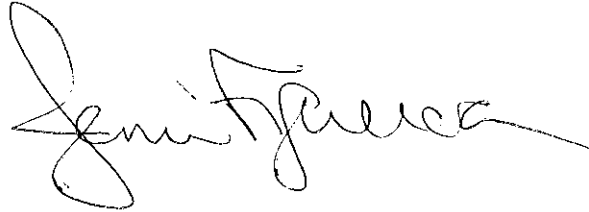
(reserved)	By
	Title
	Date

November 20th, 2016

THIS IS A RENEWAL AGREEMENT CONTRACT FOR THE LE SUEUR COUNTY DRUG COURT. THE LEASE AGREEMENT WILL BE UNDER THE SAME TERMS AND CONDITIONS AS THE PREVIOUS TERMS WHICH IS RENT IS TO BE PAID IN FULL FOR THE FULL YEAR IN THE AMOUNT OF \$4800 WHICH WILL EXTEND THE TERM OF RENT FROM JANUARY 1ST 2017- DECEMBER 31ST 2017. ALSO TO ADD SIDEWALKS WILL NEED TO BE KEPT CLEAN OF SNOW AFTER SNOWFALL. THE PROPERTY ADDRESS FOR THE LEASE IS 23 EAST MINNESOTA ST. LE CENTER, MN 56057.

THANK YOU

JENNI FIGUEROA

A handwritten signature in black ink, appearing to read "Jenni Figueroa", written over the printed name.

PLEASE SIGN AND SEND COPY BACK TO

330 EAST SHARON STREET, LE CENTER, MN 56057



Le Sueur County, MN

Tuesday, December 13, 2016

Board Meeting

Item 6

9:50 a.m. Human Resources (20 min)

Staff Contact:



Human Resources

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

HUMAN RESOURCES AGENDA ITEMS December 13, 2016

Recommendation to grant regular status to Erin Linscheid, full time Recreational Therapist in Human Services, effective December 13, 2016. Erin has completed the six-month probationary period.

Recommendation to grant regular status to Danielle Blaschko, full time Accounting/License Clerk in the Auditor-Treasurer's Office, effective November 25, 2016. Dani has completed the six-month probationary period.

Recommendation to accept the resignation from Anthony Larson, part time Correctional Officer/Dispatcher in the Sheriff's Office, effective December 19, 2016.

Recommendation to advertise for three part time Correctional Officer/Dispatchers in the Sheriff's Office, as a Grade 6, Step 1 at \$17.50 per hour.

Recommendation to hire Michael Thelemann as a full time Deputy Sheriff in the Sheriff's Office, as a Grade 10, Step 6 at \$27.06 per hour, effective January 9, 2017.

Recommendation to post and advertise for a full time Network Administrator in the Information Technology Department, as a Grade 10, Step 1 at \$22.09 per hour.

Recommendation to approve and sign to renew the Le Sueur County Telecommute Agreement with Miranda Rosa, part time Drug Court Coordinator, effective January 15, 2017 to January 15, 2018.

Recommendation to approve the changes to the Le Sueur County Personnel Policy. The Personnel Policy Committee recommends the following changes. The County's Labor Attorney has also reviewed the document.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, December 13, 2016

Board Meeting

Item 7

10:10 a.m. Kathy Brockway, PZ Administrator (5 minutes)

PZ Committee members

Staff Contact: Kathy Brockway - Environmental and P & Z Director

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS

FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION

SUBJECT: "REQUEST FOR ACTION"

The Planning Commission recommends your action on the following item:

ITEM #1 LE SUEUR COUNTY ZONING ORDINANCE REVISION: SECTION 25. ADMINISTRATION/PLANNING COMMISSION; SUBDIVISION 2. PLANNING COMMISSION:
Change Planning Commission board members from eleven (11) members to seven (7) members.

Planning Commission recommends retaining eleven members to serve on the planning commission.

ACTION: ITEM #1: _____

DATE: _____

COUNTY ADMINISTRATOR'S SIGNATURE: _____

Portion of Draft Minutes from November 10, 2016 PZ Meeting in regards to the proposed Ordinance Revision.

ITEM #4 LE SUEUR COUNTY ZONING ORDINANCE REVISION: SECTION 25. ADMINISTRATION/PLANNING COMMISSION; SUBDIVISION 2. PLANNING COMMISSION:
Change Planning Commission board members from eleven (11) members to seven (7) members.

PUBLIC COMMENT: none

Discussion was held regarding: 11 members provides good representation of all commissioner districts, reducing the number of members from 11 to 7 limits the diversity of input as a result of limited members, challenges of meeting a quorum for meetings, minimal cost savings, when contentious issues come up, good to have a broad group for back and forth discussions, expertise in different areas such as, drainage, lakeshore issues, agricultural, business, residential, commitment to planning commission.

Motion was made by Shirley Katzenmeyer to retain eleven members to serve on the planning commission. Seconded by Doug Krenik. Motion approved. Motion carried.

See following survey from surrounding counties as requested.

Surrounding County Survey

2016

COUNTY	# P & Z Members	# Board of Adjustment Members	Same Members sit on PZ and BOA	Co. Comm Serves on PZ Commission as X-Officio
Nicollet	7	7	yes	yes
Rice	5	5	yes	yes
Steele	9	no response	no	no
Waseca	7	no response	1-PZ Member & County Board Member sit on BOA	yes
Blue Earth	7	5	yes- but only 5 members from the PZ sit on BOA- Commissioner does not sit on	yes
Sibley	6	6	no	yes
McLeod	5	no response	no	yes
Brown	5	NA	no	yes



Le Sueur County, MN

Tuesday, December 13, 2016

Board Meeting

Item 8

10:15 a.m. Darrell Pettis, County Administrator / Engineer

RE: Final CSAH 3

RE: CSAH 29 Speed Zone Study

RE: 4H Utilities

RE: Lake Jefferson SSD Geotech proposals

Staff Contact:

CERTIFICATE OF PERFORMANCE

County of:

Le Sueur

Project Numbers:

SAP 040-603-025

Name of Contractor:

S.M. Hentges & Sons

Funding:	Le Sueur County – SA Bonds	\$ 2,715,344.70
	City of Montgomery	1,785,216.86
	LRIP Funds – City	150,248.51
	LRIP Funds – County	349,751.49
	Centerpoint Energy	<u>30,783.80</u>
	Total	\$ 5,031,345.36

Contact Amount:

\$4,958,958.60

Total Value of Work:

\$5,031,345.36

Final Payment Amount:


\$ 139,658.92

Contact Number:

20151

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

12/9/16
Date



Darrell Pettis, County Hwy Engineer



Memo

District 7 – Mankato and Windom
2151 Basset Drive
Mankato, MN 56001-5302

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

TO: Darrell Pettis
Le Sueur County Administrator

FROM: Josh Gustafson, EIT
District 7 Traffic
(507) 304 6206
josh.gustafson@state.mn.us

CONCUR: Scott Thompson, PE
District Traffic Engineer
(507) 304 6156
scott.thompson@state.mn.us

DATE: December 1, 2016

SUBJECT: Speed Zones on C.S.A.H. 29 in New Prague, Le Sueur County

As a result of the request dated September 12, 2016, District 7 staff completed a traffic engineering study to determine the acceptable speed for C.S.A.H. 29 through the City of New Prague. The request was made concerning traffic speeds between T.H. 13 / T.H. 21 and 141st Avenue. Development along C.S.A.H. 29 in the last 10 years has increased traffic volumes, leading to a potential safety issue.

The results of the traffic study do not support adjusting the existing speed limits. Vehicle travel speeds collected during a one hour period suggest that vehicles are comfortable traveling at a 55 mph speed limit. However, the study area has a high crash rate including a fatality. At the intersection of C.S.A.H. 29 and 10th Avenue, the ADT's are 2,300 and 2,900 respectively. Because traffic volumes are similar on both major and minor approaches, MnDOT would recommend converting the intersection to an all way stop. As an alternative, this intersection may be suitable for a mini-roundabout. Both options would improve safety at the intersection, and balance the intersection (at present, the higher volume approaches are stop controlled). The intersection of C.S.A.H. 29 and 141st Avenue, is not recommended for an all way stop due to the unique geometry of the intersection. Consideration for "CROSS TRAFFIC DOES NOT STOP" signs and stop bars painted parallel to C.S.A.H. 29 should be given. Due to the number of run off the road incidents, the fatality, and in consideration of the residential neighborhood, MnDOT recommends installing shoulder sinusoidal rumble strips. Sinusoidal rumble would sufficiently warn motorist of their impending roadway departure while minimizing nuisance noise of nearby residents.

The results of the completed traffic study are enclosed for your review.

CC: Gordy Regenscheid, PE – MnDOT District 7 Assistant District Engineer- State
Aid

Chad Fowlds, PE – MnDOT District 7 Assistant District Engineer- Program
Delivery



INPLACE



INPLACE



Existing Speed Zone
Signing

SPEED ZONE EVALUATION

DATE October 27th, 2016

ROAD C.S.A.H. 29

APPROX. LENGTH OF STUDY 2 MILES

FROM T.H. 13 / T.H. 21 TO 141st Ave.

PREVAILING VEHICLE SPEEDS		SPEED CHECK LOCATIONS			
		1	2	3	
85 th Percentile Speeds	E.B.	55	58	59	
	W.B.	53	57	59	
10 MPH Pace	E.B.	41 - 50	49 - 58	50 - 59	
	W.B.	45 - 54	49 - 58	52 - 61	
% In Pace	E.B.	68	72	73	
	W.B.	71	82	85	
Average Test Run Speeds	E.B.	N/A	N/A	N/A	
	W.B.	N/A	N/A	N/A	
Existing Speed Limit		55	55	55	
Design Speed		N/A	N/A	N/A	

MAXIMUM COMFORTABLE SPEED ON CURVES: N/A

SPACING OF INTERSECTIONS: See Map

ROADWAY SURFACE TYPE: Bituminous SURFACE WIDTH: Two Lane Undivided

SHOULDER TYPE: Bituminous SHOULDER WIDTH: Var'

SIGHT DISTANCE RESTRICTION: None

LAND USE ADJACENT TO ROADWAY: Residential

CRASH EXPERIENCE (if available)

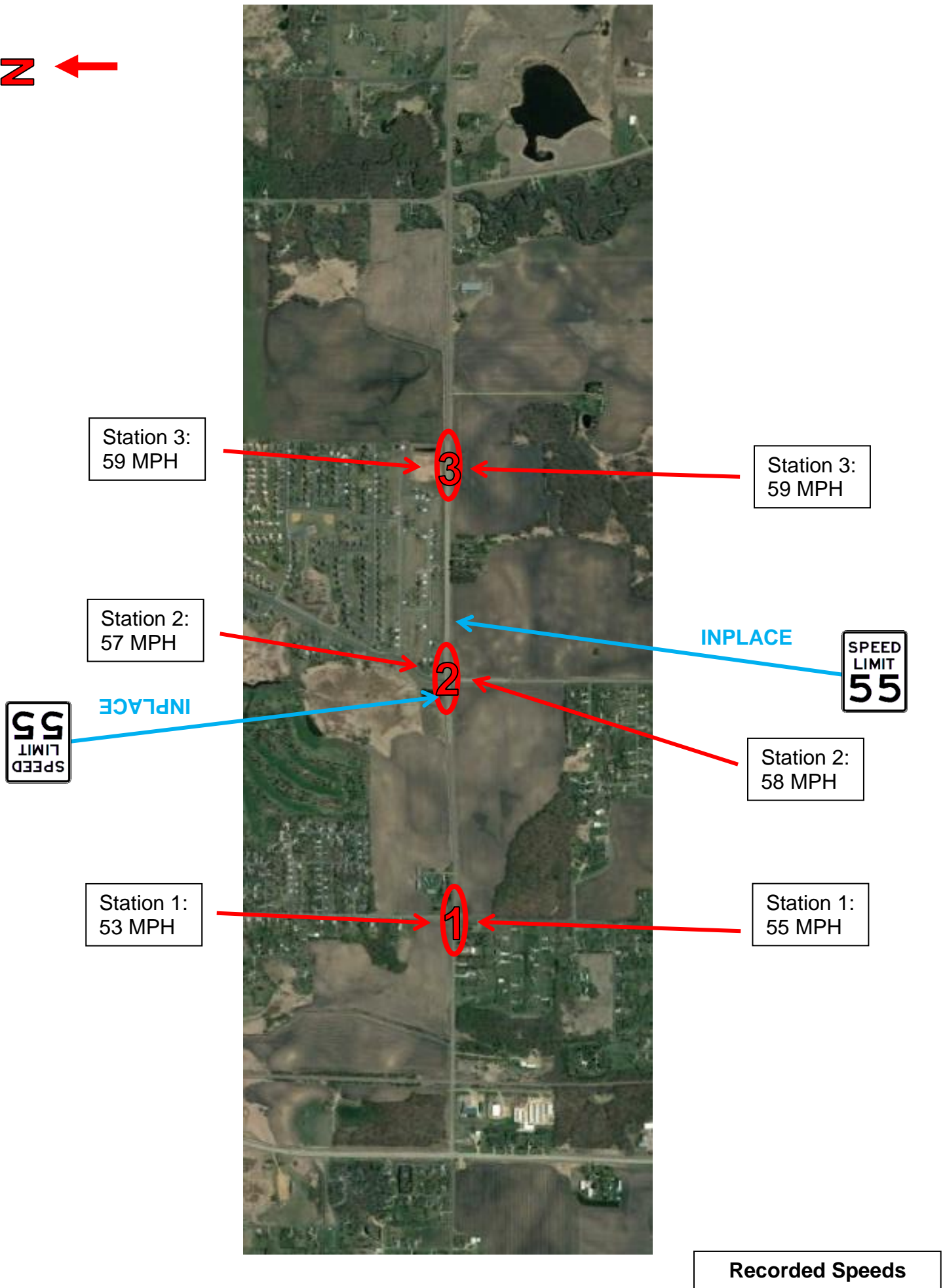
CRASH STUDY PERIOD: 2006-2015 NUMBER OF CRASHES: 31

TRAFFIC CHARACTERISTICS AND CONTROL:

ADT: 2300 (2014)

% COMMERCIAL: N/A

N ←

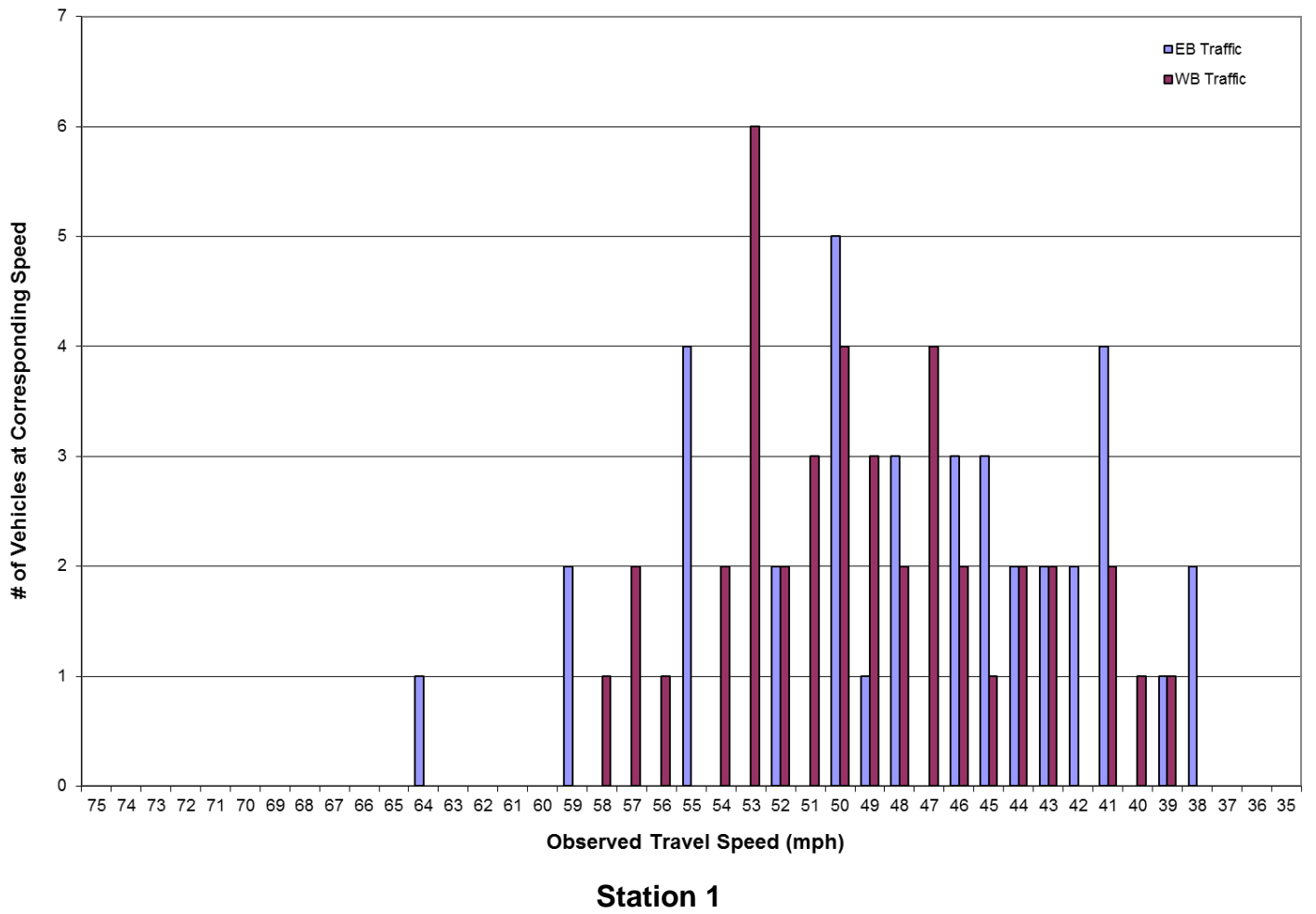




FIELD SPEED SURVEY SUMMARY

Road # <u>CSAH 29</u>	Zone <u>55</u> MPH	Location <u>400' E of 1st Ave facing East</u>
Ref. Pt. <u>1</u>	Time <u>10:15</u>	
County <u>40 - Le Sueur</u>	Weather <u>Clear</u>	Road Type <u>Bit</u>
Date <u>10/27/2016</u>	Machine _____	EB: 85th %ile <u>55</u> MPH Pace <u>41</u> to <u>50</u>
Day <u>Thursday</u>	Observer(s) <u>JJG</u>	WB: 85th %ile <u>53</u> MPH Pace <u>45</u> to <u>54</u>

PASSENGER VEHICLES									
SPEED (mph)	EAST BOUND				SPEED (mph)	WEST BOUND			
	INDIVIDUAL VEHICLES		ACCUMULATED VEH.			INDIVIDUAL VEHICLES		ACCUMULATED VEH.	
	# of vehicles	% vehicles	# of vehicles	% vehicles		# of vehicles	% vehicles	# of vehicles	% vehicles
75		0.0%	37	100%	75		0.0%	41	100%
74		0.0%	37	100%	74		0.0%	41	100%
73		0.0%	37	100%	73		0.0%	41	100%
72		0.0%	37	100%	72		0.0%	41	100%
71		0.0%	37	100%	71		0.0%	41	100%
70		0.0%	37	100%	70		0.0%	41	100%
69		0.0%	37	100%	69		0.0%	41	100%
68		0.0%	37	100%	68		0.0%	41	100%
67		0.0%	37	100%	67		0.0%	41	100%
66		0.0%	37	100%	66		0.0%	41	100%
65		0.0%	37	100%	65		0.0%	41	100%
64	1	2.7%	37	100%	64		0.0%	41	100%
63		0.0%	36	97%	63		0.0%	41	100%
62		0.0%	36	97%	62		0.0%	41	100%
61		0.0%	36	97%	61		0.0%	41	100%
60		0.0%	36	97%	60		0.0%	41	100%
59	2	5.4%	36	97%	59		0.0%	41	100%
58		0.0%	34	92%	58	1	2.4%	41	100%
57		0.0%	34	92%	57	2	4.9%	40	98%
56		0.0%	34	92%	56	1	2.4%	38	93%
55	4	10.8%	34	92%	55		0.0%	37	90%
54		0.0%	30	81%	54	2	4.9%	37	90%
53		0.0%	30	81%	53	6	14.6%	35	85%
52	2	5.4%	30	81%	52	2	4.9%	29	71%
51		0.0%	28	76%	51	3	7.3%	27	66%
50	5	13.5%	28	76%	50	4	9.8%	24	59%
49	1	2.7%	23	62%	49	3	7.3%	20	49%
48	3	8.1%	22	59%	48	2	4.9%	17	41%
47		0.0%	19	51%	47	4	9.8%	15	37%
46	3	8.1%	19	51%	46	2	4.9%	11	27%
45	3	8.1%	16	43%	45	1	2.4%	9	22%
44	2	5.4%	13	35%	44	2	4.9%	8	20%
43	2	5.4%	11	30%	43	2	4.9%	6	15%
42	2	5.4%	9	24%	42		0.0%	4	10%
41	4	10.8%	7	19%	41	2	4.9%	4	10%
40		0.0%	3	8%	40	1	2.4%	2	5%
39	1	2.7%	3	8%	39	1	2.4%	1	2%
38	2	5.4%	2	5%	38		0.0%	0	0%
37		0.0%	0	0%	37		0.0%	0	0%
36		0.0%	0	0%	36		0.0%	0	0%
35		0.0%	0	0%	35		0.0%	0	0%

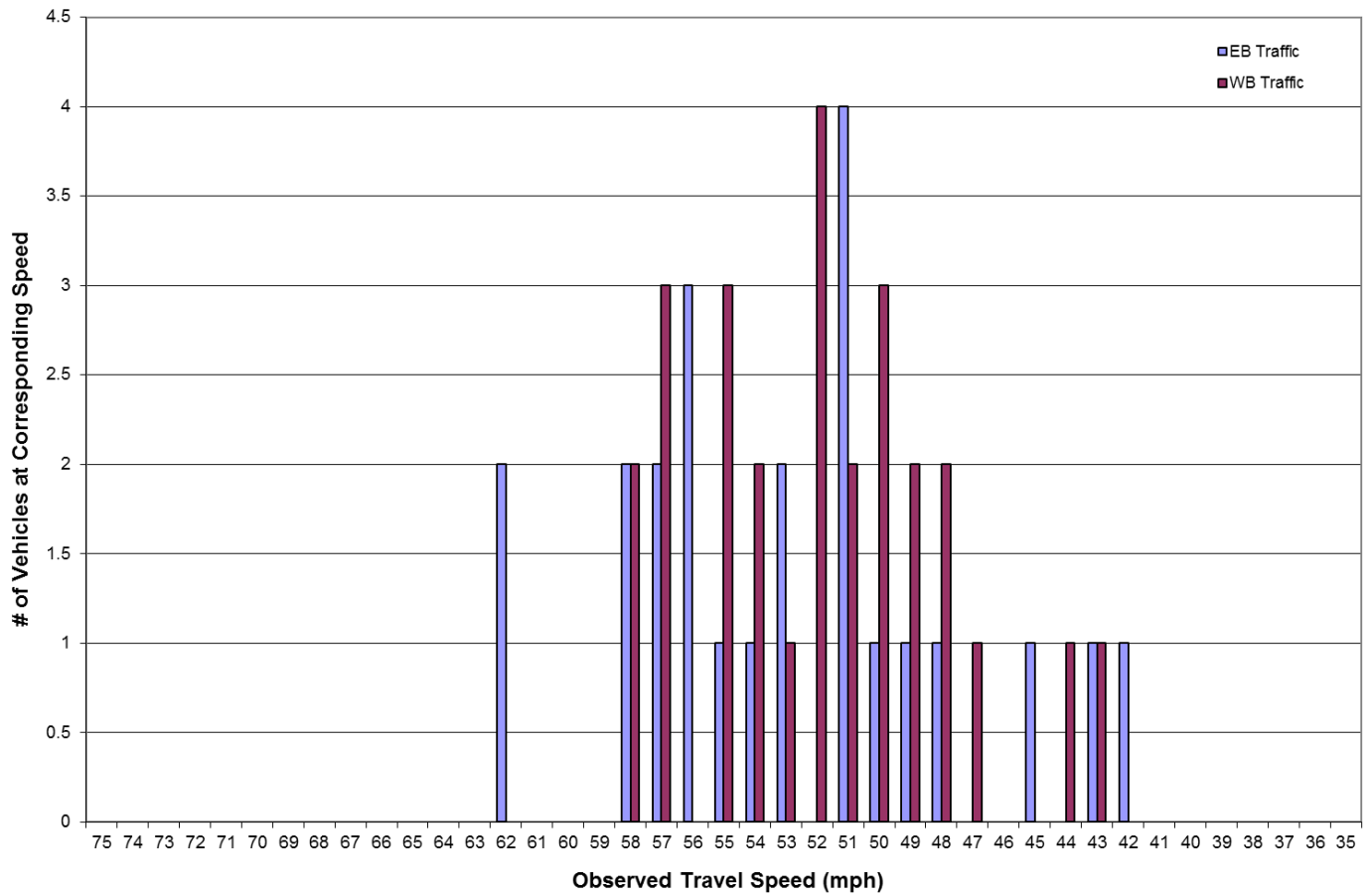




FIELD SPEED SURVEY SUMMARY

Road # <u>CSAH 29</u>	Zone <u>55</u> MPH	Location <u>100' E of 10th Ave facing west</u>
Ref. Pt. <u>2</u>	Time <u>12:30</u>	
County <u>40 - Le Sueur</u>	Weather <u>Clear</u>	Road Type <u>Bit</u>
Date <u>10/27/2016</u>	Machine _____	EB: 85th %ile <u>58</u> MPH Pace <u>49</u> to <u>58</u>
Day <u>Thursday</u>	Observer(s) <u>JJG</u>	WB: 85th %ile <u>57</u> MPH Pace <u>49</u> to <u>58</u>

PASSENGER VEHICLES									
SPEED (mph)	EAST BOUND				SPEED (mph)	WEST BOUND			
	INDIVIDUAL VEHICLES		ACCUMULATED VEH.			INDIVIDUAL VEHICLES		ACCUMULATED VEH.	
	# of vehicles	% vehicles	# of vehicles	% vehicles		# of vehicles	% vehicles	# of vehicles	% vehicles
75		0.0%	23	100%	75		0.0%	27	100%
74		0.0%	23	100%	74		0.0%	27	100%
73		0.0%	23	100%	73		0.0%	27	100%
72		0.0%	23	100%	72		0.0%	27	100%
71		0.0%	23	100%	71		0.0%	27	100%
70		0.0%	23	100%	70		0.0%	27	100%
69		0.0%	23	100%	69		0.0%	27	100%
68		0.0%	23	100%	68		0.0%	27	100%
67		0.0%	23	100%	67		0.0%	27	100%
66		0.0%	23	100%	66		0.0%	27	100%
65		0.0%	23	100%	65		0.0%	27	100%
64		0.0%	23	100%	64		0.0%	27	100%
63		0.0%	23	100%	63		0.0%	27	100%
62	2	8.7%	23	100%	62		0.0%	27	100%
61		0.0%	21	91%	61		0.0%	27	100%
60		0.0%	21	91%	60		0.0%	27	100%
59		0.0%	21	91%	59		0.0%	27	100%
58	2	8.7%	21	91%	58	2	7.4%	27	100%
57	2	8.7%	19	83%	57	3	11.1%	25	93%
56	3	13.0%	17	74%	56		0.0%	22	81%
55	1	4.3%	14	61%	55	3	11.1%	22	81%
54	1	4.3%	13	57%	54	2	7.4%	19	70%
53	2	8.7%	12	52%	53	1	3.7%	17	63%
52		0.0%	10	43%	52	4	14.8%	16	59%
51	4	17.4%	10	43%	51	2	7.4%	12	44%
50	1	4.3%	6	26%	50	3	11.1%	10	37%
49	1	4.3%	5	22%	49	2	7.4%	7	26%
48	1	4.3%	4	17%	48	2	7.4%	5	19%
47		0.0%	3	13%	47	1	3.7%	3	11%
46		0.0%	3	13%	46		0.0%	2	7%
45	1	4.3%	3	13%	45		0.0%	2	7%
44		0.0%	2	9%	44	1	3.7%	2	7%
43	1	4.3%	2	9%	43	1	3.7%	1	4%
42	1	4.3%	1	4%	42		0.0%	0	0%
41		0.0%	0	0%	41		0.0%	0	0%
40		0.0%	0	0%	40		0.0%	0	0%
39		0.0%	0	0%	39		0.0%	0	0%
38		0.0%	0	0%	38		0.0%	0	0%
37		0.0%	0	0%	37		0.0%	0	0%
36		0.0%	0	0%	36		0.0%	0	0%
35		0.0%	0	0%	35		0.0%	0	0%

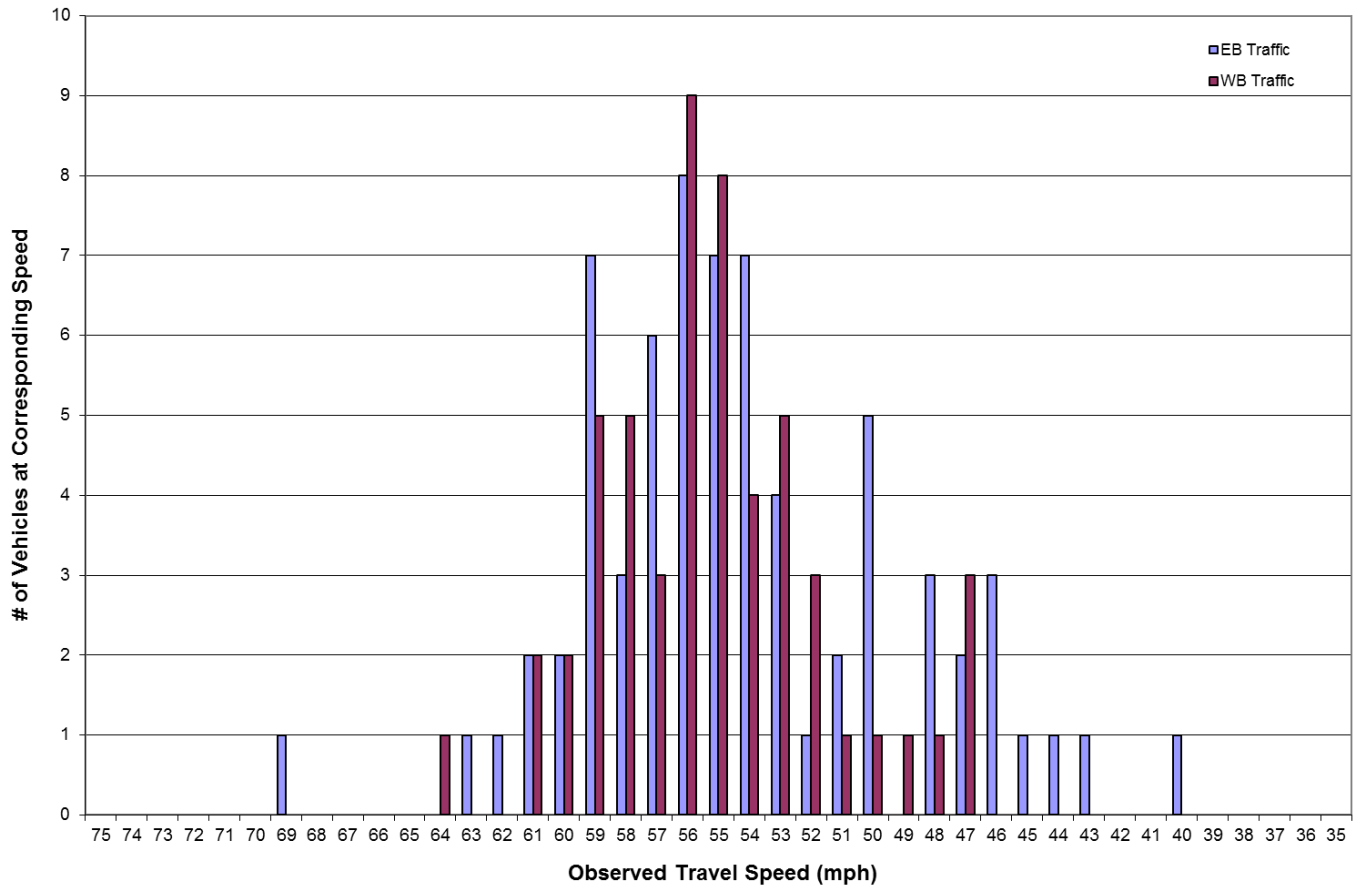




FIELD SPEED SURVEY SUMMARY

Road # <u>CSAH 29</u>	Zone <u>55</u> MPH	Location <u>Edge of development facing east</u>
Ref. Pt. <u>3</u>	Time <u>14:15</u>	
County <u>40 - Le Sueur</u>	Weather <u>Clear</u>	Road Type <u>Bit</u>
Date <u>10/27/2016</u>	Machine _____	EB: 85th %ile <u>59</u> MPH Pace <u>50</u> to <u>59</u>
Day <u>Thursday</u>	Observer(s) <u>JJG</u>	WB: 85th %ile <u>59</u> MPH Pace <u>52</u> to <u>61</u>

PASSENGER VEHICLES									
SPEED (mph)	EAST BOUND				SPEED (mph)	WEST BOUND			
	INDIVIDUAL VEHICLES		ACCUMULATED VEH.			INDIVIDUAL VEHICLES		ACCUMULATED VEH.	
	# of vehicles	% vehicles	# of vehicles	% vehicles		# of vehicles	% vehicles	# of vehicles	% vehicles
75		0.0%	69	100%	75		0.0%	54	100%
74		0.0%	69	100%	74		0.0%	54	100%
73		0.0%	69	100%	73		0.0%	54	100%
72		0.0%	69	100%	72		0.0%	54	100%
71		0.0%	69	100%	71		0.0%	54	100%
70		0.0%	69	100%	70		0.0%	54	100%
69	1	1.4%	69	100%	69		0.0%	54	100%
68		0.0%	68	99%	68		0.0%	54	100%
67		0.0%	68	99%	67		0.0%	54	100%
66		0.0%	68	99%	66		0.0%	54	100%
65		0.0%	68	99%	65		0.0%	54	100%
64		0.0%	68	99%	64	1	1.9%	54	100%
63	1	1.4%	68	99%	63		0.0%	53	98%
62	1	1.4%	67	97%	62		0.0%	53	98%
61	2	2.9%	66	96%	61	2	3.7%	53	98%
60	2	2.9%	64	93%	60	2	3.7%	51	94%
59	7	10.1%	62	90%	59	5	9.3%	49	91%
58	3	4.3%	55	80%	58	5	9.3%	44	81%
57	6	8.7%	52	75%	57	3	5.6%	39	72%
56	8	11.6%	46	67%	56	9	16.7%	36	67%
55	7	10.1%	38	55%	55	8	14.8%	27	50%
54	7	10.1%	31	45%	54	4	7.4%	19	35%
53	4	5.8%	24	35%	53	5	9.3%	15	28%
52	1	1.4%	20	29%	52	3	5.6%	10	19%
51	2	2.9%	19	28%	51	1	1.9%	7	13%
50	5	7.2%	17	25%	50	1	1.9%	6	11%
49		0.0%	12	17%	49	1	1.9%	5	9%
48	3	4.3%	12	17%	48	1	1.9%	4	7%
47	2	2.9%	9	13%	47	3	5.6%	3	6%
46	3	4.3%	7	10%	46		0.0%	0	0%
45	1	1.4%	4	6%	45		0.0%	0	0%
44	1	1.4%	3	4%	44		0.0%	0	0%
43	1	1.4%	2	3%	43		0.0%	0	0%
42		0.0%	1	1%	42		0.0%	0	0%
41		0.0%	1	1%	41		0.0%	0	0%
40	1	1.4%	1	1%	40		0.0%	0	0%
39		0.0%	0	0%	39		0.0%	0	0%
38		0.0%	0	0%	38		0.0%	0	0%
37		0.0%	0	0%	37		0.0%	0	0%
36		0.0%	0	0%	36		0.0%	0	0%
35		0.0%	0	0%	35		0.0%	0	0%



Station 3

Crash Analysis of the Last Ten Years [2006-2015]

A crash analysis was completed for the years 2006-2015 on C.S.A.H. 29 from T.H. 13 / T.H. 21 to 141st Avenue. Thirty-one crashes were found using the crash mapping analysis tool (MnCMAT), three of which were recorded as incapacitating injury or fatality. Of the thirty-one crashes, 5 crashes were caused by snow, and five were deer hits. The remaining crashes are a nearly even distribution of head on, left turn into traffic, ran off road (left and right), rear end, and right angle. Both incapacitating injuries were caused by vehicles failing to yield ROW when making a left turn. The only fatal injury was a crash between a pedestrian and a distracted driver on the side of C.S.A.H. 29. Many of the crashes are concentrated at 10th Avenue and 141st Avenue.

2016 Utility Bills at 4H Family Center

Utility	Jan	Feb	March	April	May	June
MVEC	\$174.44	\$437.87	\$489.00	\$497.19	\$542.19	\$470.31
Center Point	\$158.83	\$906.44	\$758.10	\$538.08	\$401.77	\$131.04
WM	\$64.54	\$73.24	\$63.32	\$63.88	\$64.21	\$64.85
City of LC	\$147.23	\$121.83	\$126.84	\$179.17	\$268.93	\$53.15
Monthly Totals	\$545.04	\$1,539.38	\$1,437.26	\$1,278.32	\$1,277.10	\$719.35

July	Aug	Sept	Oct	Nov	Dec	fair	Utility totals
\$179.12	\$295.43	\$535.26	\$476.82	\$122.55	\$133.80		\$4,353.98
\$48.59	\$19.80	\$22.26	\$71.01	\$49.55	\$60.17		\$3,165.64
\$23.34	\$108.04	\$107.98	\$65.36	\$65.10	?	720.28	\$1,484.14
\$55.46	\$136.36	\$59.31	\$49.49	\$46.71	?		\$1,244.48
\$306.51	\$559.63	\$724.81	\$662.68	\$283.91	\$193.97		\$10,248.24

December 6, 2016

Proposal QTB049399

Mr. Jason Femrite
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001
jasonfe@bolton-menk.com

Re: Proposal for a Geotechnical Drilling
West Jefferson Lake Wastewater Facility Collection System
Le Sueur County, Minnesota

Dear Mr. Femrite:

We respectfully submit this proposal to complete geotechnical drilling for the proposed West Jefferson Lake Wastewater Facility Collection System project that starts northeast of the city of Cleveland and ends along the perimeter of West Jefferson Lake.

Our Understanding of Project

Based on the information you provided to us and our conversation, we understand this project includes the complete construction of a low pressure sanitary sewer system which includes mainlines, service lines, and individual grinder stations. A forcemain will also be installed between West Jefferson Lake and the City of Cleveland's wastewater treatment plant.

Purpose

The purpose of our geotechnical drilling will be to characterize subsurface geologic conditions at selected exploration locations and provide a summary of our information, for use in design and construction of the proposed wastewater facility collection system.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Site Access, Staking and Utility Clearance

We performed a reconnaissance of the proposed service route on December 5, 2016. Based on our reconnaissance, it appears that the shoulder width of County Road 104 and Dog Creek Road will not provide enough space for our drill rig and crew to operate safely in the presence of traffic, and that flaggers will have to be utilized. We have budgeted to provide flaggers for borings that exist on County Road 104 and Dog Creek Road and warning signs for the entire duration of our drilling operations.

AA/EOE

We understand Bolton & Menk will stake the boring locations prior to the clearing of public utilities. We assume that Bolton & Menk will provide boring coordinates, elevations and a soil boring location sketch for use in our final report.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representative is responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we will drill twenty nine (29) standard penetration test borings, extending eighteen (18) to nominal depths of 9 feet, five (5) to nominal depths of 12 feet, and six (6) to nominal depths of 15 feet. Penetration tests will be performed at 2 ½-foot vertical intervals to a depth of 16 feet, and at 5-foot intervals at greater depths (in general accordance with ASTM Method D1586).

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least five feet of penetration into more competent materials at greater depths. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Borehole Abandonment

Minnesota Well Code requires sealing of any boring or core that encounters groundwater and is either greater than 25 feet deep or penetrates a confining layer. Based on the requested boring depths, we currently do not anticipate having to seal any of the boreholes.

Sample Review and Laboratory Testing

Soil samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer in general accordance with ASTM D2487. We have not budgeted to perform laboratory testing on the soil samples. If after review of the soils it appears that additional testing would provide potential cost-benefits to the project, we will request authorization for the additional testing through a Change Order.

Reporting

Data obtained from the borings and field tests will be summarized in a factual report, including:

- A CAD-generated sketch showing project components, limits, and exploration locations (provided by Bolton & Menk).
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Description of procedures used.

Only an electronic copy of our report will be submitted to you unless you request otherwise. At your request, the report can also be sent to additional project team members.

Cost

We will furnish the services described in this proposal for a lump sum fee of \$10,500. We will not exceed this estimated fee without your authorization through a Change Order. The proposed fees are summarized below by task:

Item	Fee
Mobilization, Site Layout, Traffic Control	\$1,652.50
Drilling, Classification, Report	\$8,847.50
Total	\$10,500

Our work may extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services

We have not included potential costs due to the need for stand-by time or work that is not included in the above Scope of Services. Costs for stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment), or beyond the scope of services indicated above will be charged at a rate of \$220 per hour.

BRAUN
INTERTEC

Schedule

We anticipate our work can be performed according to the following schedule:

- *Drill rig mobilization* – within 2 weeks following receipt of written authorization;
- *Field exploration* – 4 days on-site to complete the work;
- *Classification and Draft Boring Logs* – within 1 week following completion of the field exploration;
- *Report submittal* – Completed within approximately 6 weeks following authorization.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We appreciate the opportunity to present this proposal to you. If it is acceptable, **please return a signed copy in its entirety as our authorization to proceed.**

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We assume the project will be completed under the terms of the Master Subconsultant Agreement for Professional Services dated December 10, 2013, between Bolton & Menk, Inc. and Braun Intertec.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Philip Bailey at 507.995.2788 or (pbailey@braunintertec.com) or Cyle Erie at 507.226.4997 or (CErie@braunintertec.com).

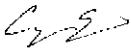
Sincerely,

BRAUN INTERTEC CORPORATION



Bailey, Philip
Dec 6 2016 4:55 PM

Philip E. Bailey, PE
Associate Principal – Project Engineer



Erie, Cyle
Dec 6 2016 4:51 PM

Cyle N. Erie, PE
Principal – Senior Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN
INTERTEC



November 30, 2016

CONSULTANTS
ENVIRONMENTAL
GEOTECHNICAL
MATERIALS
FORENSICS

Mr. Jason Femrite
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001
jasonfe@bolton-menk.com

RE: Proposal for Geotechnical Services
West Jefferson Lake Wastewater
Facility Collection System
Le Sueur County, Minnesota
BMI #M15.111340
AET #08-12463

Dear Mr. Femrite:

American Engineering Testing, Inc. is pleased to offer you subsurface exploration and geotechnical review services for the above referenced project. This proposal is being submitted per your request of November 22, 2016. This letter is intended to define our scope of work, and to present you with an estimate of our fee, the anticipated schedule and other information regarding our services.

Purpose

The purpose of this geotechnical work is to explore the subsurface conditions at the site, and based on our characterization of the obtained data, to prepare a geotechnical engineering report presenting comments and recommendations to assist you and your design team in planning and construction.

Project Information

We understand that you are planning to construct a low pressure sanitary sewer system including mainlines, service lines and individual grinder stations. A new sanitary sewer forcemain will be installed between West Jefferson Lake and the City of Cleveland's WWTP.

Scope

Field Work

As requested by you, our subsurface exploration program will consist of the following:

- Perform twenty-nine (29) standard penetration test borings (ASTM:D1586) to depths of 10 to 15 feet at approximately 1500 to 1600 feet intervals.

1730 First Avenue | Mankato, MN 56001
Phone (507) 387-2222 | (800) 972-6364 | Fax (507) 387-6999 | www.amengtest.com | AA/EEO
This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

- Stake and layout the borings base on GPS coordinates provided. Many of the boring locations will likely have to be adjusted in the field due to overhead and subsurface utilities. Surface elevations will be estimated based on information provided by you.
- Arrange clearance of underground public utilities through the Gopher State One Call System. Any private utilities will have to be located by the property owners.
- Seal the boreholes per Minnesota Department of Health requirements.

We assume that the proposed boring locations will be accessible to our truck mounted equipment. We assume traffic control will be accomplished with shoulder closures only which include signs and cones. We assume no lane closures will be needed which would require flaggers. If additional drilling is required for proper soil evaluation it could be performed at a unit rate of \$17/foot.

Soil Laboratory Testing

The RFP indicate you do not wish to perform any laboratory testing. We have not included any cost for laboratory tests. If conditions are encountered which indicate the laboratory program may be necessary for proper evaluation, we will review the recommended tests and associated cost with you prior to proceeding.

Engineering Report

Following the field and laboratory work, a factual report will be prepared and submitted. This report will include logs of the test borings, the laboratory test results, and a review of engineering properties of the on-site soils.

The scope of work defined in this proposal is intended for geotechnical purposes only. This scope is not intended to explore for the presence or extent of environmental contamination at the site.

Insurance

For the mutual protection of you and American Engineering Testing, we maintain both general and professional liability insurance. Certificates of such insurance can be provided at your request.

Project Direction

Services we perform on your project will be done under the direction of an experienced geotechnical engineer registered in the State of Minnesota.

Fees

The scope of work defined in this proposal will be performed on a time and materials basis in accordance with the attached schedule of fees. For the scope of work described above, the estimated cost will be as follows:

<u>Task</u>	<u>Cost</u>
Mobilization/Demobilization, Utility Clearance and Traffic Control	\$2,000.00
Soil Borings and Report Preparation	\$6,500.00
TOTAL	\$8,500.00

We would not exceed \$8,500.00 without prior authorization. If additional drilling is required for proper soil evaluation it would be charged at a unit rate of \$17/foot.

In the event the scope of our work needs to be revised due to unanticipated conditions or for proper evaluation, we will review such adjustments and the associated fees with you, and receive your approval before proceeding.

Performance Schedule

Weather permitting; we anticipate drilling operations can begin within about two (2) to three (3) weeks after receiving authorization to proceed. Verbal results of the drilling activities can be obtained shortly after completion of the drilling. We anticipate the geotechnical report can be prepared within about one (1) week after completion of the field work. We are available to review special schedule needs with you.

Terms and Conditions

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

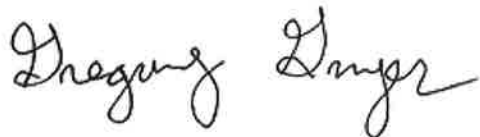
Acceptance

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

Remarks

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions regarding our services, or need additional information, please do not hesitate to contact me.

Sincerely,
American Engineering Testing, Inc.



Gregory A. Guyer, PE
Manager – Mankato
Phone: 507-387-2222
Fax: 507-387-6999
Email: gguyer@amengtest.com

GAG/lmh

cc: Derek Olinger-BMI

Attachments
Geotechnical Service Agreement – Terms and Conditions

PROPOSAL ACCEPTANCE

Signature _____ Date _____
Typed/Printed Name: _____
Email Address: _____
Company _____

Hoehn, Lisa

From: Ruesink, Steven
Sent: Tuesday, November 22, 2016 2:42 PM
To: Hoehn, Lisa
Cc: Guyer, Gregory
Subject: FW: West Jefferson RFP
Attachments: 111340 geotechnical RFP_AET.pdf

Lisa
Please open wo and start geo proposal for Greg

Steven J. Ruesink, PE
Regional Manager/Principal Engineer

American Engineering Testing, Inc.
Direct: 507-387-2222 | Mobile: 507-420-4711
sruesink@amengtest.com | www.amengtest.com

From: Derek Olinger [mailto:derekol@bolton-menk.com]
Sent: Tuesday, November 22, 2016 2:19 PM
To: Ruesink, Steven
Cc: Jason Femrite
Subject: West Jefferson RFP

Hey Steve,

We are currently designing a sanitary collection & forcemain system around West Jefferson Lake which will bring wastewater from the Lake area to the city of Cleveland. Additional details are included in the attached RFP. Could you please send me a proposal for this work?

Feel free to contact me with any questions.

Thanks,

Derek P. Olinger, EIT
Design Engineer I
Bolton & Menk, Inc.
Consulting Engineers & Surveyors
1960 Premier Drive
Mankato, MN 56001
P: (507) 625.4171 ext. 3064
M: (507) 525.2685
F: (507) 625.4177
email: derekol@bolton-menk.com
www.bolton-menk.com

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-590C

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

November 22, 2016

Steve Ruesink
American Engineering Testing, Inc
1730 First Avenue
Mankato, MN 56001

RE: Request for Proposals
Geotechnical Investigations and Report
West Jefferson Lake Wastewater Facility Collection System
Le Sueur County, Minnesota
BMI No. M15.111340

Dear Mr. Ruesink:

The Le Sueur County Board is hereby requesting proposals for geotechnical investigations, and the preparation of a brief report for the West Jefferson Lake Sanitary Sewer Project. It is anticipated that the project will consist of the following elements:

Various streets surrounding West Jefferson Lake:

- Complete construction of a low pressure sanitary sewer system including mainlines, service lines, and individual grinder stations.
- The majority of the pipe will be installed by directional drilling methods along existing streets.
- Forcemain will also be installed between West Jefferson Lake and The City of Cleveland's WWTP.

A map showing the proposed project area is attached.

A geotechnical investigation and brief report is required in order to complete the design of the above project elements. We are requesting a proposal from your firm to provide these services. The services required are as follows:

1) Field Exploration:

- Drill approximately twenty (29) borings to an average depth of 9-15 feet at approximately 1500 to 1600 ft. intervals. Approximate boring depths are provided on the attached document
- The borings shall identify the soil types.
- Note depth to groundwater observed at the time of boring.
- No other soil testing will be required.
- All of the borings will be accessible by a truck-mounted drilling rig.
- The borings shall be taken on the edge of the roadways. All bore holes must be backfilled.
- Boreholes shall be backfilled with grout where required by Minnesota Department of Health regulations
- Where borings are located within existing bituminous streets, the top of the borehole shall be patched with approximately 6-inches of bituminous.
- We will provide a set of construction plans with appropriate boring locations. From those plans you will determine the approximate surface elevation at each boring.
- Your firm will be responsible for contacting Gopher State One Call to locate public underground utilities in the area of the borings.

Bolton & Menk is an equal opportunity employer

- Your firm will be responsible for providing traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices, Temporary Traffic Control Zone Layout Field Manual (2011) <http://www.dot.state.mn.us/trafficeng/publ/fieldmanual2011/index.html>
- 2) **Field/Laboratory Testing:**
 - Visually/manually classify all samples recovered from the borings in accordance with the Unified Soil Classification System (ASTM D2488)
- 3) **Geotechnical Report** (minimum requirements):
 - Describe the drilling procedures used.
 - Describe the soil and groundwater conditions encountered.
 - Prepare boring logs, along with a map of boring locations.
 - The geotechnical report shall be prepared and signed by a registered geotechnical engineer.
- 4) **Proposed Schedule-** The work will need to be completed in accordance with the following schedule:
 - Complete drilling, boring logs and report by February 15th, 2017.

This schedule is based on the estimated scope of work as described above. The project will be advertised for bids in June 2017 and bids taken mid-July 2017.
- 5) **Fees -** The proposed fees for performing the work described shall be itemized as follows:
 - Mobilization/demobilization/site layouts/utility clearance/traffic control, one (1) Lump Sum.
 - Drilling and field classification, including backfilling boreholes and Report Preparation - One (1) Lump Sum.

If selected, your firm would enter into an agreement with Le Sueur County.

Your proposal should be submitted to me at 1960 Premier Drive, Mankato, MN 56001, no later than 5:00 p.m. on Tuesday, December 6th, 2016 in order to be considered.

Feel free to contact me with any questions or comments you may have regarding this request.

Sincerely,
BOLTON & MENK, INC.



Jason L. Femrite, P.E.
Project Manager

Enclosure

Boring Depths

Boring ID	Depth (ft)	Latitude	Longitude
B-1	9	T o b e p r o v i d e d	T o b e p r o v i d e d
B-2	9		
B-3	9		
B-4	9		
B-5	9		
B-6	9		
B-7	9		
B-8	9		
B-9	9		
B-10	9		
B-11	9		
B-12	9		
B-13	9		
B-14	9		
B-15	15		
B-16	9		
B-17	12		
B-18	15		
B-19	12		
B-20	15		
B-21	15		
B-22	15		
B-23	9		
B-24	9		
B-25	15		
B-26	12		
B-27	12		
B-28	9		
B-29	12		



SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

3.1 - Borings, excavations and other penetrations must be located at safe distances from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, and any underground improvements located on the site. Prior to drilling, AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available. AET shall be entitled to rely on the location information provided by locating vendors.

3.2 – If Public utility owners do not provide the locating service on private property or the property owner has private underground improvements which cannot be cleared through the state notification center or public utility owners, Client shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor.

3.3 - AET will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client’s or other persons’ responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET’s discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and only upon Client's signing of the proposal and return of the same to AET, Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis) and Automobile Liability Policy. Client and Owner shall be extended "waiver of subrogation" status for applicable coverages. Any other endorsement, coverage or policy requirement shall result in additional charges.

9.6 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Client agrees to pay interest on unpaid invoice balances at a rate of one and a half percent (1.5%) per month, or the maximum allowed by law, whichever is less, beginning thirty (30) days after invoice date.

11.3 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.4 - Client will pay all AET expenses and attorney fees relating to collection of past due invoices.

SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in

question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 9.4 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

14.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

14.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 15- WAIVER OF CONSEQUENTIAL DAMAGES

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCURRED EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF USE AND LOSS OF INCOME OR PROFIT.

SECTION 16 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client resulting from AET's negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$20,000.

SECTION 17 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 19 - TERMINATION

After 7 days written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 20 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 21 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 22 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-590C

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

November 22, 2016

Steve Ruesink
American Engineering Testing, Inc
1730 First Avenue
Mankato, MN 56001

RE: Request for Proposals
Geotechnical Investigations and Report
West Jefferson Lake Wastewater Facility Collection System
Le Sueur County, Minnesota
BMI No. M15.111340

Dear Mr. Ruesink:

The Le Sueur County Board is hereby requesting proposals for geotechnical investigations, and the preparation of a brief report for the West Jefferson Lake Sanitary Sewer Project. It is anticipated that the project will consist of the following elements:

Various streets surrounding West Jefferson Lake:

- Complete construction of a low pressure sanitary sewer system including mainlines, service lines, and individual grinder stations.
- The majority of the pipe will be installed by directional drilling methods along existing streets.
- Forcemain will also be installed between West Jefferson Lake and The City of Cleveland's WWTP.

A map showing the proposed project area is attached.

A geotechnical investigation and brief report is required in order to complete the design of the above project elements. We are requesting a proposal from your firm to provide these services. The services required are as follows:

1) Field Exploration:

- Drill approximately twenty (29) borings to an average depth of 9-15 feet at approximately 1500 to 1600 ft. intervals. Approximate boring depths are provided on the attached document
- The borings shall identify the soil types.
- Note depth to groundwater observed at the time of boring.
- No other soil testing will be required.
- All of the borings will be accessible by a truck-mounted drilling rig.
- The borings shall be taken on the edge of the roadways. All bore holes must be backfilled.
- Boreholes shall be backfilled with grout where required by Minnesota Department of Health regulations
- Where borings are located within existing bituminous streets, the top of the borehole shall be patched with approximately 6-inches of bituminous.
- We will provide a set of construction plans with appropriate boring locations. From those plans you will determine the approximate surface elevation at each boring.
- Your firm will be responsible for contacting Gopher State One Call to locate public underground utilities in the area of the borings.

Bolton & Menk is an equal opportunity employer.

- Your firm will be responsible for providing traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices, Temporary Traffic Control Zone Layout Field Manual (2011) <http://www.dot.state.mn.us/trafficeng/publ/fieldmanual2011/index.html>
- 2) **Field/Laboratory Testing:**
 - Visually/manually classify all samples recovered from the borings in accordance with the Unified Soil Classification System (ASTM D2488)
- 3) **Geotechnical Report** (minimum requirements):
 - Describe the drilling procedures used.
 - Describe the soil and groundwater conditions encountered.
 - Prepare boring logs, along with a map of boring locations.
 - The geotechnical report shall be prepared and signed by a registered geotechnical engineer.
- 4) **Proposed Schedule-** The work will need to be completed in accordance with the following schedule:
 - Complete drilling, boring logs and report by February 15th, 2017.

This schedule is based on the estimated scope of work as described above. The project will be advertised for bids in June 2017 and bids taken mid-July 2017.
- 5) **Fees** - The proposed fees for performing the work described shall be itemized as follows:
 - Mobilization/demobilization/site layouts/utility clearance/traffic control, one (1) Lump Sum.
 - Drilling and field classification, including backfilling boreholes and Report Preparation - One (1) Lump Sum.

If selected, your firm would enter into an agreement with Le Sueur County.

Your proposal should be submitted to me at 1960 Premier Drive, Mankato, MN 56001, no later than 5:00 p.m. on Tuesday, December 6th, 2016 in order to be considered.

Feel free to contact me with any questions or comments you may have regarding this request.

Sincerely,
BOLTON & MENK, INC.



Jason L. Femrite, P.E.
Project Manager

Enclosure

Boring Depths

Boring ID	Depth (ft)	Latitude	Longitude
B-1	9	T o b e p r o v i d e d	T o b e p r o v i d e d
B-2	9		
B-3	9		
B-4	9		
B-5	9		
B-6	9		
B-7	9		
B-8	9		
B-9	9		
B-10	9		
B-11	9		
B-12	9		
B-13	9		
B-14	9		
B-15	15		
B-16	9		
B-17	12		
B-18	15		
B-19	12		
B-20	15		
B-21	15		
B-22	15		
B-23	9		
B-24	9		
B-25	15		
B-26	12		
B-27	12		
B-28	9		
B-29	12		





Le Sueur County, MN

Tuesday, December 13, 2016

Board Meeting

Item 9

Soil & Water Work Session

RE: Ditch Inspector, Buffers, etc.

Staff Contact:



Le Sueur County, MN

Tuesday, December 13, 2016

Board Meeting

Item 10

Future Meetings

Staff Contact:

Future Meetings

December 2016 – January 2017

December 13, 2016	Board Meeting, 9:00 a.m. *Soil & Water Work Session
December 15, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
December 20, 2016	Board Meeting, 4:30 p.m. *2017 User Fees Public Hearing, 5:50 p.m. *2017 Budget/Levy Public Hearing, 6:00 p.m.
December 26, 2016	Offices Closed – Christmas Holiday
December 27, 2016	No Board Meeting
January 2, 2017	Offices Closed - New Year's Holiday
January 3, 2017	Board Meeting, 9:00 a.m. *2017 Board Reorganization
January 10, 2017	No Board Meeting
January 12, 2017	P&Z Meeting, 7:00 p.m. Environmental Services Building
January 16, 2017	Offices Closed – Martin Luther King, Jr. Day
January 17, 2017	Board Meeting, 9:00 a.m. *West Jefferson Public Hearing, 11:00 a.m.
January 19, 2017	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
January 24, 2017	Board Meeting, 9:00 a.m.
January 31, 2017	No Board Meeting