



Le Sueur County, MN

Tuesday, May 16, 2017

Board Meeting

Item 8

10:30 a.m. Darrell Pettis, County Administrator/Engineer

RE: Golf Carts/ATVs on County Highways Discussion

RE: TH 112 Bolton & Menk Professional Services Agreement

RE: 2017 Bonding - Draft Schedule of Events

RE: Resolution to call for CIP, June 6th at 9:00 a.m.

RE: Henderson Flood Mitigation Study

RE: MnDOT Master Partnership Agreement

RE: Subordination Agreement

RE: Blighted Properties

RE: County Credit Card Request for Brent Christian

Staff Contact:

169.045 SPECIAL VEHICLE USE ON ROADWAY.

Subdivision 1. **Designation of roadway, permit.** The governing body of any county, home rule charter or statutory city, or town may by ordinance authorize the operation of motorized golf carts, all-terrain vehicles, utility task vehicles, or mini trucks, on designated roadways or portions thereof under its jurisdiction. Authorization to operate a motorized golf cart, all-terrain vehicle, utility task vehicle, or mini truck is by permit only. For purposes of this section:

- (1) an all-terrain vehicle has the meaning given in section 84.92;
- (2) a mini truck has the meaning given in section 169.011, subdivision 40a; and

(3) a utility task vehicle means a side-by-side, four-wheel drive, off-road vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less, and has a total dry weight of 1,800 but less than 2,600 pounds.

Subd. 2. **Ordinance.** The ordinance shall designate the roadways, prescribe the form of the application for the permit, require evidence of insurance complying with the provisions of section 65B.48, subdivision 5 and may prescribe conditions, not inconsistent with the provisions of this section, under which a permit may be granted. Permits may be granted for a period not to exceed three years, and may be renewed. A permit may be revoked at any time if there is evidence that the permittee cannot safely operate the motorized golf cart, all-terrain vehicle, utility task vehicle, or mini truck on the designated roadways. The ordinance may require, as a condition to obtaining a permit, that the applicant submit a certificate signed by a physician that the applicant is able to safely operate a motorized golf cart, all-terrain vehicle, utility task vehicle, or mini truck on the roadways designated.

Subd. 3. **Times of operation.** Motorized golf carts, all-terrain vehicles, and utility task vehicles may only be operated on designated roadways from sunrise to sunset, unless equipped with original equipment headlights, taillights, and rear-facing brake lights. They shall not be operated in inclement weather, except during emergency conditions as provided in the ordinance, or when visibility is impaired by weather, smoke, fog or other conditions, or at any time when there is insufficient visibility to clearly see persons and vehicles on the roadway at a distance of 500 feet.

Subd. 4. **Slow-moving vehicle emblem.** Motorized golf carts shall display the slow-moving vehicle emblem provided for in section 169.522, when operated on designated roadways.

Subd. 5. **Crossing intersecting highways.** The operator, under permit, of a motorized golf cart, all-terrain vehicle, utility task vehicle, or mini truck may cross any street or highway intersecting a designated roadway.

Subd. 6. **Application of traffic laws.** Every person operating a motorized golf cart, all-terrain vehicle, utility task vehicle, or mini truck under permit on designated roadways has all the rights and duties applicable to the driver of any other vehicle under the provisions of this chapter, except when those provisions cannot reasonably be applied to motorized golf carts, all-terrain vehicles, utility task vehicles, or mini trucks and except as otherwise specifically provided in subdivision 7.

Subd. 7. **Nonapplication of certain laws.** The provisions of chapter 171 are applicable to persons operating mini trucks, but are not applicable to persons operating motorized golf carts, utility task vehicles, or all-terrain vehicles under permit on designated roadways pursuant to this section. Except for the requirements of section 169.70, the provisions of this chapter relating to equipment on vehicles are not applicable to motorized golf carts, utility task vehicles, or all-terrain vehicles operating, under permit, on designated roadways.

Subd. 7a. **Required equipment on mini trucks.** Notwithstanding sections 169.48 to 169.68, or any other law, a mini truck may be operated under permit on designated roadways if it is equipped with:

- (1) at least two headlamps;
- (2) at least two taillamps;
- (3) front and rear turn-signal lamps;
- (4) an exterior mirror mounted on the driver's side of the vehicle and either (i) an exterior mirror mounted on the passenger's side of the vehicle or (ii) an interior mirror;
- (5) a windshield;
- (6) a seat belt for the driver and front passenger; and
- (7) a parking brake.

Subd. 8. **Insurance.** In the event persons operating a motorized golf cart, utility task vehicle, all-terrain vehicle, or mini truck under this section cannot obtain liability insurance in the private market, that person may purchase automobile insurance, including no-fault coverage, from the Minnesota Automobile Insurance Plan under sections 65B.01 to 65B.12, at a rate to be determined by the commissioner of commerce.

History: 1982 c 549 s 2; 1986 c 452 s 19; 1Sp1986 c 3 art 2 s 12; 1987 c 337 s 121,122; 1997 c 159 art 2 s 18; 2009 c 158 s 3,10; 2011 c 107 s 89-95; 2012 c 287 art 3 s 56; 2014 c 255 s 20

RESOLUTION OF THE POLK COUNTY
BOARD OF COMMISSIONERS

The following resolution (2011-9-44) was offered by Commissioner Bunes:

Regulating the Use of
ATV's, Golf Carts and Mini Trucks
on County Roads

BE IT AND IT IS HEREBY RESOLVED, By the Polk County Board of Commissioners, County of Polk, State of Minnesota, under authority provided in Minn. Stat. § 169.045, that:

An Ordinance regulating the use and operation of motorized golf carts, four-wheel all-terrain vehicles, and mini trucks on portions of designated roadways under the County's jurisdiction be and hereby is established as follows:

SECTION I - PURPOSE

The purpose of this Ordinance is to provide authority for the use of more fuel efficient and cost effective vehicles on county roads which are located within cities or towns that adopt an Ordinance establishing standards and permitting the use of such vehicles on designated roadways within its jurisdiction pursuant to the authority granted by Minn. Stat. § 169.045.

SECTION II - SCOPE

This Ordinance shall provide for the authorization of the operation of motorized golf carts, four-wheel all-terrain vehicles, or mini trucks on portions of county roadways which are located within the jurisdictional boundaries of cities or towns that have adopted an Ordinance permitting the use of such vehicles as allowed by Minnesota law.

SECTION III - AUTHORITY

This Ordinance is enacted pursuant to Minnesota Statute § 169.045 which establishes the authority of the County to authorize by Ordinance the operation of motorized golf carts, four-wheel all-terrain vehicles, or mini trucks on designated portions of county roadways under its jurisdiction.

SECTION IV - DEFINITIONS

For the purpose of this Ordinance, the following definitions will apply:

- 4.1 Designated Roadway means that portion of county roads or county state-aid highways within Polk County which are located within the jurisdictional boundaries of a city or town that has enacted an Ordinance authorizing, providing standards, and establishing a permitting process for the use of motorized golf carts, four-wheel all-terrain vehicles, or mini trucks on roadways under its jurisdiction pursuant to Minn. Stat. § 169.045.
- 4.2 Four-wheel all-terrain vehicle means a motorized floatation-tired vehicle with four low-

pressure tires that is limited in engine displacement of less than 800 cubic centimeters and has a total dry weight of less than 600 pounds.

- 4.3 Mini truck means a motor vehicle that has four wheels, is propelled by an electric motor with a rated power of 7500 watts or less or an internal combustion engine with a piston displacement capacity of 660 cubic centimeters or less, has a total dry weight of 900 to 2200 pounds, contains an enclosed cabin and a seat for the vehicle operator, commonly resembles a pickup truck or van, including a cargo area or bed located at the rear of the vehicle, and was not originally manufactured to meet federal motor vehicle safety standards required of motor vehicles in the Code of Federal Regulations, title 49, sections 571.101 to 571.404 and successor requirements. A mini truck does not include:
- (i) A neighborhood electric vehicle or a medium speed electric vehicle; or
 - (ii) A motor vehicle that meets or exceeds the regulations in the Code of Federal Regulations, title 49, section 571.500, and successor requirements.
- 4.4 Motorized golf cart means any vehicle designed for use primarily on a golf course that is propelled by either a gas or electric motor.

SECTION V - PERMIT REQUIRED

- 5.1 It shall be unlawful for any person to operate a motorized golf cart, a four-wheel all-terrain vehicle, or a mini truck on roadways under the jurisdiction of Polk County, except when the vehicle is traveling on designated roadways and is prominently displaying a valid permit obtained from the city or town in which the designated roadway is located.
- 5.2 Permits are to be granted for duration not to exceed one year and must be renewed annually, as required by law, to remain valid.

SECTION VI - RIGHTS AND DUTIES

- 6.1 Every person operating a motorized golf cart, four wheel all-terrain vehicle, or mini truck under permit on designated roadways has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minn. Stat. Chapter 169, except when those provisions cannot reasonably be applied to the vehicle.
- 6.2 Motorized golf carts and four-wheel all-terrain vehicles may only be operated on designated roadways from sunrise to sunset. Motorized golf carts and four-wheel all-terrain vehicles may not be operated in inclement weather or when visibility is impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet.
- 6.3 Motorized golf carts shall display the slow-moving vehicle emblem provided for in Minn. Stat. § 169.522.
- 6.4 The provisions of Minn. Stat. Chapter 171 are applicable to persons operating mini trucks under permit on designated roadways.
- 6.5 Notwithstanding any other law, a mini truck may be operated on designated roadways under permit only if it is equipped with:
- (a) at least two headlamps;
 - (b) at least two tail lamps;
 - (c) front and rear turn-signal lamps;
 - (d) an exterior mirror mounted on the driver's side of the vehicle and either:

- (e) a windshield;
(f) a seat belt for the driver and front passenger;
and (g) a parking brake.

SECTION VII - REVOCATION

Law enforcement officers shall report all violations of this Ordinance to the office responsible for issuing the required permit for travel on designated roadways for determination of revocation of the permit.

SECTION VIII - SEVERABILITY

The provisions of this Ordinance shall be severable. Should any section, paragraph, sentence, clause, phrase or portion of this regulation be declared invalid for any reason, the remainder of said regulation shall not be affected and the remainder of the provisions shall remain in full force and effect.

SECTION IX - PENALTIES

Violations of this Ordinance shall be petty misdemeanors, except that violations committed under circumstances that endanger or are likely to endanger persons or property, which shall be misdemeanors. A violation of this Ordinance within twelve (12) months of a conviction for a prior violation of this Ordinance shall be a misdemeanor and shall result in revocation of the violator's permit to operate the motorized golf cart, four wheel all-terrain vehicle, or mini truck, on designated roadways for a period of twelve (12) months following conviction.

SECTION X - EFFECTIVE DATE

This regulation shall be in full force and effect upon publication and adoption pursuant to law.

Commissioner Strandell seconded the foregoing resolution and it was declared adopted upon the following vote. YEAS: Buness, Strandell, Diedrich. NAYS: None

STATE OF MINNESOTA)
) ss
COUNTY OF POLK)

I, John P. Schmalenberg, County Administrator to and Clerk of the Polk County Board of Commissioners do hereby certify that I have compared the foregoing resolution with the original resolution filed in my office on the 6th day of September 2011, and that the same is a true and correct copy of the whole thereof.

WITNESS my hand and Official Seal of Polk County at Crookston, Minnesota this 6th day of September 2011.

John P. Schmalenberg
County Administrator
Clerk of the Board

RENVILLE COUNTY

SPECIAL VEHICLE USE ON DESIGNATED COUNTY ROADWAYS

An Ordinance relating to and regulating the use and operation of all-terrain vehicles, mini-trucks, utility task vehicles, or motorized golf carts on designated Renville County highways and roadways under its jurisdiction.

SECTION 1. PURPOSE AND INTENT

This Ordinance is adopted pursuant to authorization and policies contained in Minnesota Statutes, Section 169.045, as amended, to allow special vehicle use on designated roadways under the jurisdiction of Renville County. This Ordinance is adopted for the purposes of:

1. Authorizing the operation of all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts on designated County roadways within Renville County, Minnesota.
2. Providing an economic benefit to Renville County citizens by allowing operation of all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts on designated County roadways to access our cities, businesses, golf courses, parks, and trails.
3. Restricting all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts from operating in ditch bottoms and along right-of-way slopes to ensure the integrity of the roadway system from excessive erosion and to allow the mowing and baling of grass along County roadways.

SECTION 2. DEFINITIONS

For the purpose of this Ordinance, certain words and phrases are defined as follows:

All-Terrain Vehicle (ATV) – An all-terrain vehicle has the meaning given in Minnesota Statutes, Section 84.92.

Board – The Renville County Board of County Commissioners.

City – The cities of Renville County, Minnesota.

County – Renville County, Minnesota.

Designated County Roadway Map – The official County map, approved by the Renville County Board of County Commissioners as part of this Ordinance, indicating all County highways and roads or portions thereof designated for the operation of all-terrain vehicles, mini-trucks, utility task vehicles, or motorized golf carts.

Designated County Roadways – All highways and roads or portions thereof, under the jurisdiction of the Renville County Board of County Commissioners, authorized by Ordinance for the operation of all-terrain vehicles, mini-trucks, utility task vehicles, or motorized golf carts. This definition does not include the designation and operation of all-terrain vehicles, mini-trucks, utility task vehicles, or motorized golf carts on federal or state highways, township roads, or city streets.

Mini-Truck – A mini-truck has the meaning given in Minnesota Statutes, Section 169.011, Subd. 40a.

Motorized Golf Cart – A self-propelled motor vehicle designed and manufactured for sporting and recreational purposes that typically is not capable of exceeding speeds of 20 miles per hour.

Public Road Right-of-Way – The entire right-of-way of a public road, including the traveled portions, banks, ditches, shoulders, and medians of a roadway, which is not privately owned.

Renville County Special Vehicle Use Permit – A permit issued by Renville County allowing the use of all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts on designated County roadways in Renville County.

Roadway – That portion of a County road or highway improved, designed, or ordinarily used for vehicular travel, exclusive of the shoulder.

Utility Task Vehicle (UTV) – A utility task vehicle means a side-by-side, four-wheel drive, off-road vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less, and has a total dry weight of 1,800 but less than 2,600 pounds.

SECTION 3. COUNTY PERMIT REQUIRED

1. Unless otherwise legally permitted, no person shall operate all-terrain vehicles, mini-trucks, utility task vehicles, or motorized golf carts on designated County roadways, or portions thereof, without a valid, current, unrevoked Renville County Special Vehicle Use Permit.
2. Permit Application. Application for a Renville County Special Vehicle Use Permit must be made on a form supplied by the County and must contain the following information for each all-terrain vehicle, mini-truck, utility task vehicle, or motorized golf cart permitted:
 - A. Date of application.
 - B. The name, address, phone number, and email address of the registered vehicle owner.

- C. Year, make, model, and DNR registration, vehicle identification, or serial number of the vehicle to be permitted.
 - D. Proof of vehicle insurance.
 - E. Such other information as the Board may require.
- 3. Permit Fees. The Board may establish an annual fee for a permit.
 - 4. Term of Permit. Permits are valid for two calendar year(s) beginning January 1 and ending December 31 of the last year the permit is valid. Vehicle owners are responsible for renewal of the Renville County Special Vehicle Use Permit every two years.
 - 5. Proof of Permit. Permit decals shall be located on a plate that is clearly visible on the back of the all-terrain vehicle, mini-truck, utility task vehicle, or motorized golf cart.
 - 6. Exemptions. The provisions of this Ordinance shall not apply to the use of all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts used by governmental agencies in the pursuit of their duties or during emergency use and during an organized and approved parade.

SECTION 4. OPERATING CONDITIONS

- 1. Operation on Designated County Roadways. All-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts may only be operated on designated County roadways, as noted on the Designated County Roadway Map, with an approved Renville County Special Vehicle Use Permit. Operation on federal and state highways and roads and streets under the jurisdiction of a city or township is not permitted by this Ordinance.
- 2. Regulations for Operation. All-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts must be operated on the extreme right-hand side of a designated County roadway, making left turns across the roadway only if it is safe to do so under prevailing conditions. All-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts shall not be operated on the inside slope, ditch bottom, or outside slope of the right-of-way, unless such operation is otherwise permitted by appropriate signage.
- 3. Times of Operation. All-terrain vehicles, utility task vehicles, and motorized golf carts may only be operated on designated County roadways from sunrise to sunset unless equipped with original equipment headlamps, tail lamps, and rear-facing brake lamps. They shall not be operated in inclement weather or when visibility is impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of 500 feet. Mini-trucks are not restricted from operation at night or in inclement weather.

4. Required Equipment on Mini-Trucks. A mini-truck may be operated on designated County roadways if it is equipped with the following:
 - A. At least two headlamps.
 - B. At least two tail lamps.
 - C. Front and rear turn-signal lamps.
 - D. An exterior mirror mounted on the driver's side of the vehicle and either:
 - i. An exterior mirror mounted on the passenger's side of the vehicle, or
 - ii. An interior mirror.
 - E. A windshield.
 - F. A seatbelt for the driver and front passenger.
 - G. A parking brake.
5. Required Equipment on Motorized Golf Carts. Motorized golf carts shall display the slow-moving vehicle emblem provided for in Minnesota Statutes, Chapter 169.522, and shall be equipped with a rear-view mirror when operated on designated County roadways.
6. Required Equipment on All-Terrain and Utility Task Vehicles. All-terrain and utility task vehicles shall be equipped with a rear-view mirror when operated on designated County roadways.
7. Crossing Intersecting Highways. The operator of an all-terrain vehicle, mini-truck, utility task vehicle, or motorized golf cart, who has attained a Renville County Special Vehicle Use Permit, may cross any street or highway intersecting a designated County roadway.
8. Application of Traffic Laws. Every person operating an all-terrain vehicle, mini-truck, utility task vehicle, or motorized golf cart, who has attained a Renville County Special Vehicle Use Permit to operate on designated County roadways, has all the rights and duties applicable to the driver of any other vehicle under Minnesota Statutes, except when those provisions cannot reasonably be applied to all-terrain vehicles, mini-trucks, utility task vehicles, or motorized golf carts and except as otherwise specifically provided in Minnesota Statutes, Section 169.045, Subd. 7.
9. Application of Other Laws. Every person operating an all-terrain vehicle, mini-truck, utility task vehicle, and motorized golf cart who has attained a Renville County Special Vehicle Use Permit to operate on designated County roadways shall abide by the provisions of all Minnesota statutes and rules governing the vehicle's use and operation

requirements including but not limited to Minnesota Statutes, Chapter 169 (Traffic Regulations), and Minnesota Statutes, Chapter 84.92 – 84.929 (All-Terrain Vehicles), as amended.

10. **Non-Application of Certain Laws.** The provisions of Minnesota Statutes, Chapter 171, are applicable to persons operating mini trucks but are not applicable to persons operating all-terrain vehicles, utility task vehicles, or motorized golf carts, who have attained a Renville County Special Vehicle Use Permit to operate on designated County roadways, pursuant to this Ordinance. Except for the requirements of Minnesota Statutes, Section 169.70, the provisions of this chapter relating to equipment on vehicles are not applicable to all-terrain vehicles, utility task vehicles, or motorized golf carts operating, under permit, on designated County roadways.
11. **Speed Limit.** No person shall drive or operate an all-terrain vehicle, mini-truck, utility task vehicle, or motorized golf cart on a designated County roadway at a speed in excess of 40 miles per hour or at a speed greater than is reasonable and prudent under the conditions.
12. **Insurance.** Owners and operators of all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts shall be able to furnish evidence of insurance coverage pursuant to Minnesota Statutes, Section 65B.48, as amended.
13. **Age and License Requirements.** Every person operating a utility task vehicle or motorized golf cart on a designated County roadway must be at least 16 years of age and have successfully completed a state-approved drivers' education course or a certified all-terrain vehicle safety training course. A driver's license is required to operate an all-terrain vehicle or mini-truck on a designated County roadway.

SECTION 5. PERMIT SUSPENSION

Renville County Special Vehicle Use Permits may be temporarily suspended by the Board or County Sheriff if it is determined that use of designated County roadways by all-terrain vehicles, mini-trucks, utility task vehicles, and motorized golf carts is a threat to public safety.

SECTION 6. PERMIT REVOCATION

A Renville County Special Vehicle Use Permit may be revoked for any of the following reasons:

1. Violation of any requirements of this Ordinance.
2. There is evidence that the permittee cannot safely operate the all-terrain vehicle, mini-truck, utility task vehicle, or motorized golf cart on a designated County roadway.
3. Violation of any Minnesota laws or rules governing vehicle use and operation requirements including but not limited to provisions of Minnesota Statutes, Chapter 171, Chapter 169, or Chapter 84.92 – 84.929, as amended.

SECTION 7. RIGHT TO APPEAL

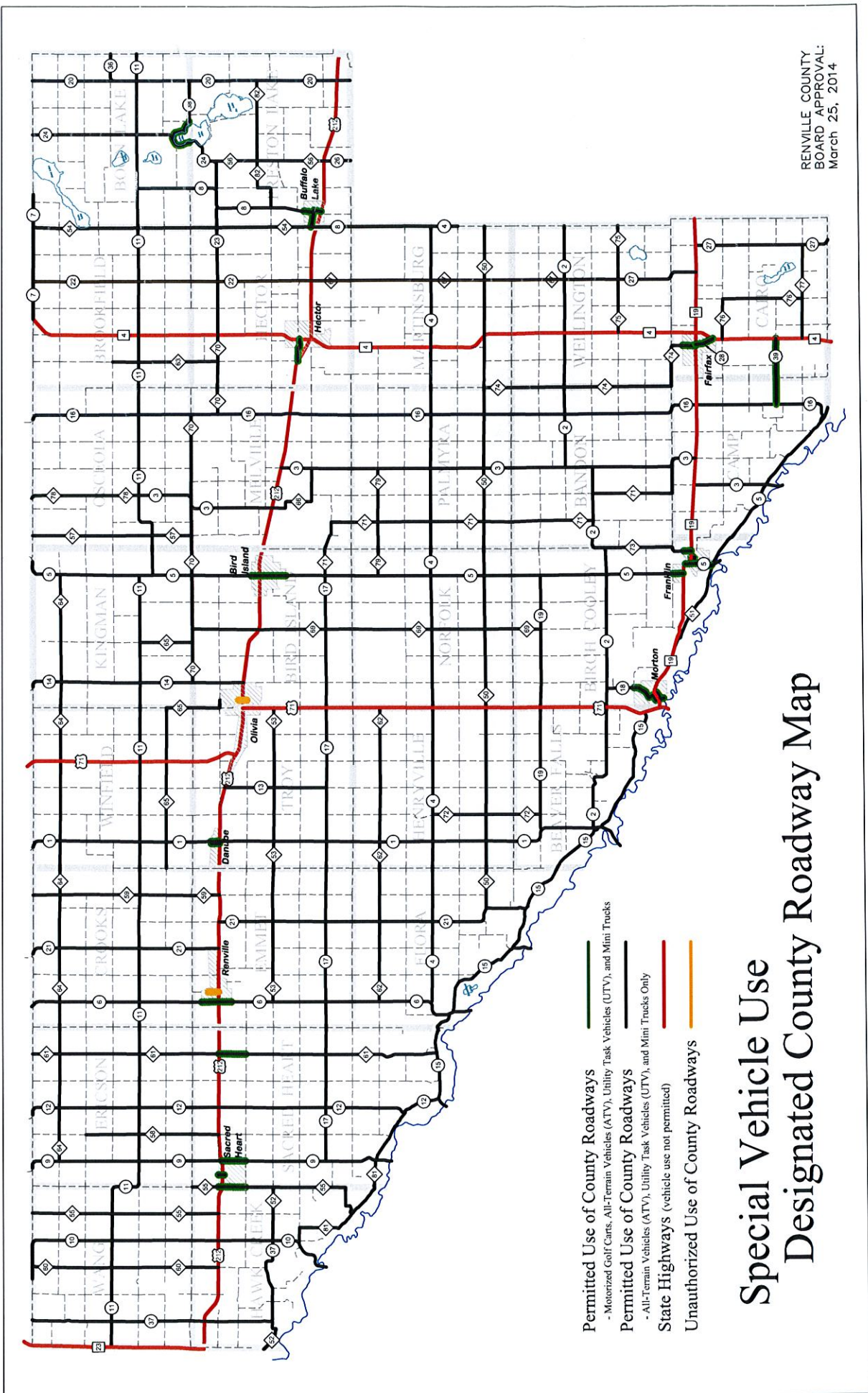
A permit applicant or permittee may appeal, in writing within five business days, the denial or revocation of a Renville County Special Vehicle Use Permit to the Board. The Board shall conduct a hearing within 30 days after the written appeal has been filed. The appealing party shall receive notice of the time and place of the meeting at least 10 days prior to the public hearing. The Board shall determine whether there is sufficient cause to support the denial or revocation of the Renville County Special Vehicle Use Permit. The Board shall make written findings in support of its decision immediately following the hearing, which shall be final.

SECTION 8. VIOLATION / PENALTY

Violations of any requirements of this Ordinance are petty misdemeanors, except that violations committed under circumstances that endanger or are likely to endanger persons or property are a misdemeanor.

SECTION 9. EFFECTIVE DATE

The regulations contained in this Ordinance shall become effective from and after their publication according to law.





Blue Earth County Sheriff's Office
401 Carver Road
Mankato, MN 56001
(507) 304-4800

ATV/MINI TRUCK PERMIT APPLICATION

Permit Fee \$15.00

Permit No: _____

Permit Expiration Date: _____

Name: _____ D.O.B.: _____

Address: _____

Phone: _____ E-mail (opt.): _____

Driver's License No.: _____ State: _____

Do you have any medical conditions that restrict you from driving a motor vehicle on public roadways? ☐ Yes ☐ No

If yes, explain: _____

Insurance Agency: _____ Policy No.: _____

Expiration Date for ATV or Mini Truck Insurance Policy: _____

Make: _____ Model No.: _____

Year: _____ Serial Number: _____ State Registration No.: _____

Form of Payment ☐ Cash ☐ Check ☐ Credit Card

*****Please note: The permit sticker provided must be affixed to a license plate**

Applicant Signature _____

Date _____

JB/, 10-12, N:ATV. APP

Exhibit A

SCOPE OF WORK AND DELIVERABLES Trunk Highway 112 Turnback Project

PROJECT OVERVIEW

This scope of services is for preliminary and final design for the rehabilitation and reconstruction of State Highway 112 located in Le Sueur County from the northbound entrance ramp at TH 169 through the City of Le Sueur to the intersection of County Road 115 (356th Street). Funding for the project construction has been designated through the State Highway Jurisdictional Transfer Program to utilize State Turnback Funds for fiscal year 2020. Additional funding is anticipated through the Municipal 429 special assessment process for City owned infrastructure improvements. The project is anticipated to include the following elements:

Project Elements:

- Rehabilitation of MN 112 (Main/Commerce Street) from the interchange of TH 169 to intersection of State Highway 93 (Bridge Street)
- Reconstruction of MN 112 from State Highway 93 (Bridge Street) through the intersection of County Road 115 (356th Street)
- Sanitary Sewer and Watermain Improvements
- Storm Sewer and Drainage Improvements
- Traffic Data Collection and Analysis at six controlled intersections and two pedestrian crossings
- Visual Quality “Streetscape” and Lighting Improvements
- ADA Upgrades

This contract will include, but is not limited to, overall project management of the preliminary and final design consisting of public and agency involvement, existing field surveys, geotechnical evaluation, environmental site assessment and documentation, traffic collection and analysis, utility coordination and relocation plans, hydraulic analysis, roadway geometrics and construction limits, right-of-way impacts, permits, staging and traffic control plans, and development of final plans and bidding documents.

1.0 PROJECT MANAGEMENT

Bolton & Menk will provide accurate and timely administrative and coordination services as necessary for the duration of the project.

1.1 Project Administration and Coordination

- 1.1.1 Weekly Phone/E-mail/Informal Meetings: Bolton & Menk will ensure effective coordination and communication with Le Sueur County and the City of Le Sueur throughout the project. To facilitate this, we will remain in contact with the County’s project manager and City Engineer on an as needed basis, daily if necessary.
- 1.1.2 Monthly Budget & Billing: Invoices will be accompanied by a cover letter explaining the general status of the project; including at a minimum the work completed to date; the anticipated remaining efforts and required schedule changes; and a progress report form.

Deliverables: Prepare and submit monthly progress and invoice reports.

1.2 Work Plan and Schedule

Bolton & Menk will prepare and maintain a refined work plan (scope of work, budget, and schedule) based on ongoing discussions with the County and City.

Deliverables: Submit refined work plan (scope, budget and schedule) on a monthly basis, at a minimum.

*Scope of Work and Deliverables: TH 112 Turnback Project, Le Sueur County, MN
March, 2017*

1 of 12

Exhibit A

1.3 Kick-off Meeting

The Kick-off meeting will be held with County and City staff to relay information and to get a start on this project.

Deliverables: Schedule and facilitate meeting. Prepare meeting agenda, displays, and minutes.

1.4 Project Management Team Meetings

Bolton & Menk will facilitate a Project Management Team (PMT) that will consist of representatives from the County Public Works staff, City of Le Sueur Community Development, City of Le Sueur Engineering, Minnesota Department of Transportation (MnDOT) State Aid Office, and other stakeholders identified by the PMT. PMT representatives will participate in the PMT meetings to ensure their respective department's interest is represented in the preliminary planning and final design process. The primary purpose of this work group will be to make design-related recommendations that can be supported by city, county, and state staff and elected officials, enabling continued progress on the project development. We have assumed a total of 9 PMT meetings; 18 month schedule for the preliminary design and a total of 18 PMT meetings; 18-month schedule for the final design.

Deliverables: Schedule and facilitate meetings. Prepare meeting agenda, displays, and minutes.

2.0 PUBLIC & AGENCY INVOLVEMENT

Bolton & Menk will provide staff and technical project information and displays for use during public meetings, we will also provide coordination for public, agency, and stakeholder involvement meetings. Tasks will include scheduling meetings, preparing meeting notices, coordinating venues, and bringing required meeting supplies (name tags, sign-in sheets, etc.).

2.1 Project Newsletter and News Releases

Bolton & Menk will develop newsletters (up to six for bi-annual distribution) and prepare press releases prior to each of the three public information meetings for the project. The newsletters will be concise and easy-to-read, with current information and meeting announcements. Bolton & Menk will work with the County and City to determine appropriate news media and establish an appropriate news organization for the project.

Deliverables: Prepare newsletters and press releases, which will be sent electronically or, if requested, as printed copies.

2.2 Public Information Meetings

Public Information Meetings will be scheduled at approximately 12 month intervals over 36 months (for up to three or more as agreed upon) for the overall project plus one for each neighborhood and business district based on the project scope of rehabilitation or reconstruction (for a total of two neighborhood/business information meetings). If desired, Bolton & Menk can also use electronic means to reach an expanded group of local residents and businesspersons.

- 2.2.1 Public Information Meeting #1 – Preliminary design phase to present recommended geometric layout, construction limits, and ROW impacts.
- 2.2.2 Public Information Meeting #2 – Final design phase to present proposed construction staging, construction schedule, and traffic impacts.
- 2.2.3 Public Information Meeting #3 – After bid award and prior to start of construction with purpose to prepare stakeholders for upcoming construction impacts, staging, schedule, traffic impacts, and community engagement.

Exhibit A

- 2.2.4 Neighborhood Information Meeting #1 – Preliminary or final design phase to discuss area specific improvements and project details related to the rehabilitation portion of the project.
- 2.2.5 Neighborhood Information Meeting #2 – Preliminary or final design phase to discuss area specific improvements and project details related to the reconstruction portion of the project.

Deliverables: Prepare meeting announcements, agendas, exhibits, and provide a written summary for each of the five public information meetings.

2.3 Exhibits and Layouts

Our team will put forth extra effort in presenting technical project information in formats that can be easily understood by non-technical stakeholders. These will include graphically enhanced typical corridor sections and plan views.

Deliverables: Development of branded project graphics and signature materials for distribution through print and electronic media.

2.4 Property Owner Meetings

It is anticipated, based on past project experience that meetings with individual property owners or other stakeholders who wish to meet privately with consultants will be desired. We propose to host up to 20 property owner meetings to discuss potentially sensitive issues that are best vetted outside a public domain. The results of the meetings would be shared with the County and City and paraphrased for the PMT meetings.

Deliverables: Schedule and facilitate meetings. Provide written summary.

2.5 Project Website

Bolton & Menk will develop a project website to host project information and interim/final deliverables, related links, useful information (such as photography of examples) and to receive email comments from interested persons. The project website will be used to solicit persons interested in being placed on a mailing list for newsletters and press releases. The use of social media project sites (Facebook and Twitter) can be explored at the request of the project team.

Deliverables: Develop and maintain the administrative functions of the site and control inappropriate submissions while facilitating productive dialog and information exchange.

2.6 Agency Involvement

- 2.6.1 City Council/County Board Meetings: Bolton & Menk will prepare for and attend four City Council and/or County Board meetings. The content and timing of the meeting will be at the discretion of the County and City.
- 2.6.2 Regulatory Agency Meetings: Bolton & Menk will prepare for and attend two meetings in the Project Area with agencies, such as Minnesota Department of Transportation (MnDOT), Minnesota Department of Natural Resources (MnDNR), Minnesota Pollution Control Agency (MPCA), Army Corps of Engineers (COE), and any others that have concerns with potential impacts of the project. The first meeting is intended, at the onset of the project, to identify any concerns of the agencies about potential project impacts and to seek their inputs for addressing such concerns. The second meeting is intended for Bolton & Menk to report on how the concerns identified were addressed.

Deliverables: Schedule and attend meetings. Prepare meeting agenda, displays, and minutes.

Exhibit A

3.0 EXISTING CONDITIONS

Bolton & Menk will perform sufficient data collection, field studies, and analysis to provide a framework for design.

3.1 Data Collection

Our team will conduct initial project set-up and control by conducting data collection that includes but is not limited to: electronic project area aerial photos and mosaic mapping, comprehensive planning documents and transportation plans, regulatory agency requirements, existing public and private utilities per City, County and State records, and existing right of way drawings and plats.

Deliverables: Comprehensive document research file, including requested data clarification on unclear items or apparent conflicting data.

3.2 Private Utility Coordination

We will request and compile both private and public utility record drawings for the corridor. Experience on similar projects has shown a great success when utility owners are involved in the preliminary design phase rather than waiting for the final design phase. To accomplish this, we will coordinate the following:

- 3.2.1 Design Locate Ticket Request: A Minnesota Gopher State One Call (GSOC) will be made by Bolton & Menk to verify the locations of existing utilities according to a design or field locate as necessary.
- 3.2.2 Utility Information Meeting: We will coordinate and host a utility information or preliminary design meeting to expose and solicit feedback from the utility stakeholders. This level of involvement will minimize the number of surprises encountered during final design.

Deliverables: Comprehensive utility owners contact list and utility base map.

3.3 Topographic Survey

Bolton & Menk will complete a comprehensive topographic survey within the designated project area to supplement digital mapping provided by the County and City and provide complete and accurate base mapping to be used for preliminary roadway and corridor design.

- 3.3.1 Surface Topography: A topographic survey will be performed and accurately identify all the above ground improvements in the project area through an elevation .tin file.
- 3.3.2 Water Main and Sanitary Sewer Topography: A topographic survey will be performed and accurately identify all hydrants, valves, manholes (including visual assessment of condition), water main mainline and services, and sanitary mainline and services.
- 3.3.3 Storm Sewer Topography: A topographic survey will be performed and accurately identify all catch basins and manholes (including visual assessment of condition), and mainline storm sewer.

Deliverables: A comprehensive topographic file and digital terrain model prepared in AutoCAD Civil 3D, and sanitary sewer and storm sewer manhole reports.

3.4 Existing Right-of-Way and Easements

We will acquire documentation of right of way boundaries, which exist per recorded legal documents by searching the records of the County Recorder and Register of Titles. An initial base map will be generated from this research and will be modified, as appropriate, to reflect found monumentation when completing the topographic survey.

Exhibit A

Deliverables: A final base map of the project corridor.

3.5 Coordinate Geotechnical Evaluation

Bolton & Menk will coordinate with a geotechnical consulting firm for all geotechnical exploration and evaluation services. Typical preliminary evaluation techniques for this project will include either solid-stem auger borings or penetration test borings along the project corridor spaced at 1,000 foot intervals for approximately 23 total borings. In addition, both Ground Penetrating Radar (GPR) and Falling Weight Deflectometer (FWD) will be utilized to evaluate existing pavement conditions throughout the entire project corridor. The GPR will provide pavement section thickness data in one foot increments, resulting in tremendous detail in pavement thickness variations. The FWD, used in tandem with the GPR, will help evaluate composite (including aggregate) pavement section strength characteristics, the traffic it can support and what pavement preservation or improvement techniques such as an overlay or reconstruction is necessary to provide for future traffic needs.

Deliverables: Preliminary Geotechnical Report to include: boring logs, subsurface profile, R-values, and pavement design recommendations.

3.6 Phase I Environmental Site Assessment (ESA)

Bolton & Menk will coordinate with a consulting firm for the completion of a Limited Phase I ESA. This type of assessment is recommended during preliminary design and will include a regulatory search report, which is a compilation of records of facilities that are included on current federal and state environmental regulatory databases. The regulatory report for the Phase I ESA will search databases that have been established by ASTM Practice E 1527-05. In general, the databases will be searched to a distance of one-quarter mile from the approximate corridor centerline. Along with the regulatory search, a historical records review including review of historical topographic maps, aerial photographs, and fire insurance maps will be performed to determine historical uses of the corridor. Finally, a site reconnaissance will be performed to observe current uses of properties along the corridor and the potential for environmental impacts. Interview of project personnel and/or properties owners may also be conducted at this time.

Results of the regulatory search, historical records review, and site reconnaissance and interviews will be summarized within a Limited Phase I ESA report, including ranking all identified properties within the corridor as having a high, medium, or low potential for contamination based on criteria established by Mn/DOT. Results of the Phase I ESA will be discussed with the project team and whether any sites identified in the Phase I ESA present "Recognized Environmental Conditions" (RECs) and, therefore, may adversely impact the project.

Deliverables: Final Limited Phase I Environmental Site Assessment report.

4.0 TRAFFIC STUDY

Bolton & Menk will evaluate existing and near-term corridor capacity and safety needs and prepare traffic control and geometric design recommendations for project construction in 2020.

4.1 Data Collection

Our team will work to collect and analyze traffic data along the project corridor. The traffic data that will be collected includes existing AADTs, AM and PM peak hour vehicular and pedestrian turning movement volumes, vehicle classification counts, and gap studies at the following selected intersections and pedestrian crossing locations:

1. Intersection of County Road 35 (Dakota Street)
2. Mid-block Pedestrian Crossing at Cheese Factory
3. Intersection of State Highway 93 (Bridge Street)
4. Intersection of N 2nd Street

*Scope of Work and Deliverables: TH 112 Turnback Project, Le Sueur County, MN
March, 2017*

5 of 12

Exhibit A

5. Intersection of N 4th Street
6. Intersection of Ferry Street
7. School Pedestrian Crossing at S 4th Street and S 5th Street
8. Intersection of S Elmwood Street/Ferry Street

This volume information, along with facility characteristics including lanes, traffic control, alignments, speed, and driver behavior, will be collected as inputs into a traffic model that is to be used to determine how a facility is able to handle traffic in terms of mobility.

Deliverable: Turning movement counts and traffic characteristics at eight intersections.

4.2 Crash Analysis

Crash diagrams and trends will be analyzed to determine if underlying causes exist (ie. sight distance). A crash analysis will be conducted to determine potential safety improvements based on crash reduction factors and crash rates.

Deliverables: Existing crash study and evaluation for improved performance.

4.3 Traffic Forecast Volumes

We will complete a review of the available forecast year 2040 AADT volumes and establish growth rates throughout the corridor. Growth rates will be applied to the collected turning movement data to develop 2040 turning movement volumes for the intersections identified within Section 4.1.

Deliverables: Traffic analysis of volumes per industry standard 20-year forecast.

4.4 Warrant Analysis

Our team will conduct a justification analysis based on warrants in the Minnesota MUTCD for four two-way stop control intersections, one three-way stop control intersection, one mid-block pedestrian crossing, and one two-way stop school crossing. Recognizing existing intersection controls may no longer meet warrants, we will work with the City and County to determine the appropriate traffic control for these intersections and the corridor as a whole. This will include additional analysis at each of six control intersections and mid-block pedestrian crossing such as sight line, crash experience, pedestrian needs, and traffic operations.

We will complete a planning-level evaluation of daily traffic volumes at the other 21 intersections in the corridor. As part of our public involvement process, we will educate stakeholders and elected officials of traffic control needs at specific intersections as well as the corridor as a whole. Intersection traffic control recommendations will be made on a corridor-wide basis and integrated with the preliminary geometric design.

Deliverable: Warrant analysis and intersection control recommendations.

4.5 Parking Needs Assessment

We will complete an assessment of parking along the entire project corridor. The assessment will include determining the number of on-street parking spaces, no parking areas, and areas with parking restrictions (time of day, duration of parking allowed). Within residential areas, we will solicit input from property owners on the need for on-street parking. Within the downtown business area, an on-street parking occupancy assessment will be completed and include collection of number of parking spaces occupied.

Future parking needs will be considered based on potential parking generators along the corridor, along with known deficiencies in available parking spaces as specifically observed downtown near Church and Dakota Street.

Deliverables: Existing parking study and evaluation for improved performance.

Exhibit A

4.6 Traffic Operations Analysis

Traffic operations along the corridor will be analyzed using Trafficware Synchro/Simtraffic 9 models for existing and forecast year 2040 conditions. Base models will be developed for AM and PM peak hours based upon observations of existing intersection geometrics and traffic control. The models will be further calibrated to most accurately represent existing conditions through the use of field observations of study area intersections.

Measures of effectiveness from the modeling include intersection and corridor delay, level-of-service, queue lengths, and volume to capacity ratios. These will be used to understand the current and future needs of the corridor and allow for the analysis of possible intersection traffic control changes and/or geometric changes from an operations perspective to determine the impact of the proposed change.

Deliverable: Synchro/Sim Traffic model.

4.7 Traffic Summary Report

The traffic summary report will document the results of the overall traffic study. The report will document the results of the crash analysis, forecast traffic volumes, warrant analysis, parking needs assessment, and traffic operations analysis. The traffic summary report will incorporate the technical analysis such that an intersection control evaluation report can be generated out of the information.

Deliverables: Comprehensive Traffic Summary Report.

5.0 PUBLIC UTILITY INFRASTRUCTURE ANALYSIS

Bolton & Menk will work closely with City staff to review condition and suitability of the existing water and sanitary sewer system within the corridor. As part of this analysis we will identify utility improvement recommendations for each project scope of rehabilitation and reconstruction.

5.1 Existing Plans, Available Data, and Evaluation

Our team, with input from City staff, will review the completeness and accuracy of the topographic survey in identifying locations and elevations of sanitary sewer and water main utilities. This task will include the gathering of as-built information and review of comprehensive plans, I & I reports, water main break history, and available televising reports.

Deliverables: Comprehensive evaluation of the existing sanitary sewer and water main infrastructure and condition.

5.2 Preliminary Design and Feasibility Report

We will prepare a detailed feasibility report in coordination with City staff. Major components of the preliminary design and feasibility report will include the following:

1. Documentation of the existing public utility infrastructure system (location, elevations, including pipe types and sizes).
2. Recommendations for improvements based on outcomes of review of the pertinent comprehensive plans and study documents for the project area.
3. Proposed sanitary sewer and water main system improvements.
4. Discussions with City staff to evaluate pressure and flow of the existing system to determine if pipe sizes need to be increased or if hydrants and gate valves may need to be moved or added to the overall system.
5. Evaluation of all private sewer and watermain services. We will utilize televising and conversations with individual property owners to gather as much information about private services and possible need for replacement.

Exhibit A

6. We will advise the City if we feel it will be necessary to obtain temporary or permanent easements to construct the proposed utility improvements.

Deliverable: Comprehensive Feasibility Report.

5.3 Preliminary Construction Cost Estimate

Our team will prepare a statement of estimated quantities for all sanitary sewer and water main utility work consistent with the City's Standard Specifications and specifically, the City's method of measurement and payment.

Deliverable: Sanitary sewer and water main Engineer's Cost Estimate.

6.0 PRELIMINARY DESIGN & LAYOUT

Bolton & Menk through analysis and evaluation, along with close coordination with County and City staff, will refine and develop a preliminary project design and layout. This will include development of plan, profile, cross sections, and drainage considerations.

6.1 Geometry, Profile, Sections, and Construction Limits

We will develop a roadway design layout for the proposed 2020 improvement project that illustrates the proposed roadway, sidewalk, and intersection improvements and features. Bolton & Menk will prepare design alignment, profiles, geometry, and cross sections using the agreed upon design vehicle and design speed. The Geometric Layout will be presented to the County for their approval and for comment by other project stakeholders, including final approval by Mn/DOT to establish construction limits for the project.

Deliverable: Color Geometric Layout.

6.2 Right-of-Way Needs

Our team will identify the right-of-way needs to accommodate a final project delivery. This includes permanent, temporary, and utility easements based on the construction limits defined in the preliminary design layout.

Deliverables: Right-of-Way needs Layout.

6.3 Hydraulic Analysis

Our team will analyze catch basin spacing and overall drainage to low points along the corridor to determine gutter spread. It is critical to understand potential surface flooding issues and storm sewer capacity early in design to ensure compliance with MnDOT State Aid drainage requirements.

We will prepare a preliminary Hydraulics Report that summarizes drainage conditions, provides guidance on future stormwater improvements, and identifies easement or right-of-way needs for storm sewer, surface detention, or water quality improvements.

Deliverables: Comprehensive hydraulic report and storm sewer stick map.

6.4 ADA Noncompliance

Our team will complete an ADA field review to record cross slopes, longitudinal grades, and lateral clearances to document noncompliance of the existing corridor. An ADA report will be provided to document the deficiencies and make recommendations for improvements.

We will also review the pedestrian accommodations and connectivity throughout the corridor in order to determine where sidewalk or trail improvements may be warranted. Of particular significance is the existing bit trail termini along County Road 35 (Dakota St) with desired

Exhibit A

connection to Mayo Park and the lack of any sidewalk infrastructure along the southern portion of the TH 112 (Elmwood St) corridor.

Deliverables: Issues Map for ADA and Pedestrian Design Recommendations.

6.5 Street Lighting

We will analyze the existing street lighting based on type, spacing, and photometrics in order to understand lighting deficiencies and provide recommendations for improvements. We will also work with County and City staff to ensure any recommendations are consistent with agency preferences and standards.

Deliverables: Existing and proposed street lighting maps and analysis.

6.6 Streetscape Plan

Our team will work to identify aesthetic improvements to be included in the project consistent with the City and County desires and policies. Visual quality elements could include tree replacements, retaining wall treatments and other streetscape concepts.

Deliverables: Streetscape Schematic Layout and/or Typical Sections.

6.7 Pavement Design Alternatives

We will review the pavement design recommendations from the preliminary geotechnical report and complete a pavement design alternate analysis. The purpose of this analysis will be to determine the best structure to construct between bituminous or concrete, based on the life cycle cost. The lowest initial cost and equivalent annual cost over a predetermined analysis period will be determined to assist in the selection of the best pavement design option.

Deliverable: Pavement Design Life Cycle Cost Analysis and Recommendation

6.8 Preliminary Construction Cost Estimate

Bolton & Menk will identify a cost estimate for recommended improvements, project funding sources, and cost sharing agreement distribution. We will prepare a preliminary cost estimate for the 2020 improvement project by identifying initial estimated bid items and appropriate unit costs.

Deliverables: Preliminary Engineer's Cost Estimate.

7.0 RIGHT-OF-WAY

Based on the right-of-way needs identified during the preliminary design, the right-of-way acquisition process will be coordinated and led by subconsultant Henning Professional Services. Bolton & Menk will work with the subconsultant to coordinate all right-of-way services related to the potential acquisitions that we have assumed will be required for approximately 16 residential parcels and three commercial parcels. No relocation is included as part of this scope. The right-of-way services as part of this scope will include the following:

1. Title Work
2. Title Surveys and Mapping
3. Appraisals
4. Drafting and Presenting Offers
5. Negotiating and Finalizing Settlements
6. Submitting Right-of-Way Certificates

Exhibit A

8.0 FINAL DESIGN

Bolton & Menk will develop and prepare the detailed design and bidding documents necessary for the construction of the project. We will prepare the construction plans for the proposed roadway improvements that are consistent with the geometrics approved during the preliminary layout phase.

The format of the Construction Plans will comply with the MnDOT State Aid manual and all design files will be in AutoCAD Civil 3D.

8.1 Construction Plan Set

The construction plan set may consist of, but is not limited to, the following sheets:

1. Title Sheet
2. General Layout
3. Statement of Estimated Quantities (SEQ)
4. Soils Construction Notes and Standard Plates & Plans
5. Typical Sections
6. Quantity Tabulations
7. Alignment Plan
8. Existing Utility Tabulations (electric, gas, telephone, cable TV, etc.)
9. Miscellaneous Details
10. Standard Plan Sheets
11. In-place Topography, Utility and Right-of-Way
12. Removal Plan Sheets
13. Construction Plan Sheets
14. Roadway Profile Sheets
15. Intersection & ADA Detail Sheets
16. Retaining Wall Plans
17. Storm Water Pollution Prevention Plan
18. Proposed Drainage Tabulation
19. Drainage Plans, and Profiles
20. Pond Grading Plan
21. Proposed Sanitary Sewer and Watermain Tabulations
22. Sanitary Sewer and Watermain Plans, and Profiles
23. Temporary Erosion/Sediment Control Plans
24. Turf Establishment and Permanent Erosion/Sediment Control Plans
25. Streetscape & Lighting Plan
26. Striping Plan
27. Signing Plan
28. Construction Staging Plans
29. Traffic Control Plans and Tabulations
30. Cross-Section Sheets

Deliverable: Hard and electronic copy of final plans and specifications.

8.2 Private Utility Coordination

Our team will continue the utility coordination process started in the preliminary design phase throughout final design. We will distribute construction plans for a utility design meeting discussing expected impacts around the 60% design submittal. We will work with owners on submitting final relocations plans and completing field verifications prior to completion of 100% design documents.

Deliverable: All final utility tabulations, impacts, and relocation plans will be included in the final construction plans.

Exhibit A

8.3 Engineer's Construction Cost Estimate

We will update the preliminary construction cost estimate with each plan submittal based on quantities and information at hand, starting with the 60% design submittal. Each estimate will include a breakdown of county and city cost sharing commitments, a risk assessment on quantities, and unit costs available at the time.

Deliverable: Hard and electronic copy of engineer's construction cost estimate.

8.4 Coordinate Final Geotechnical Evaluation

Bolton & Menk will coordinate with the subconsultant from the preliminary design phase for any additional geotechnical exploration and evaluation services during final design. It is anticipated that potential additional subsurface exploration during final design may consist of, but is not limited to, the following tasks:

1. Additional 20 solid-stem auger or penetration test borings within the roadway, spaced at 1,000 foot intervals, in-between the borings previously performed for a net 500 foot spacing.
2. Additional eight soil borings outside the roadway at proposed retaining wall locations.
3. Additional four soil borings at potential infiltration pond locations.
4. Additional geotechnical laboratory testing.

Deliverable: Final Geotechnical Report to include all the information from the preliminary report, with addition of final pavement design recommendations, stormwater infiltration potential and estimated rates, retaining wall design recommendations, and comments on other items related to final performance or constructability.

8.5 Special Provisions

Bolton & Menk will complete the Special Provisions for this project, including utilizing the County and City special provisions as requested.

The special provisions will be submitted in addition to the full set of plans at 90% and 100% design submittals.

Deliverable: Submit special provisions in a comprehensive and timely manner.

8.6 Plan Review and Approval

Our team will submit Construction Plans and documents for review and approval at the following milestones:

- 8.6.1 60% Design Submittal: The 60% submittal will include hard and electronic copies of the completed plan sections as follows:
- Title Sheet, General Layout, Typical Sections
 - In-place Topography and Utilities
 - Alignment Plan
 - Removal Plan
 - Construction Plan and Profile
 - Retaining Wall Plan
 - Drainage Plan and Profile
 - Pond Grading Plan
 - Sanitary Sewer and Watermain Plan and Profiles
 - Construction Staging Plan
 - Cross-Sections

The 60% submittal will be reviewed by City of Le Sueur and Le Sueur County staff.

Exhibit A

- 8.6.2 90% Design Submittal: The 90% will be the first draft of a biddable plan set and will include all completed sections provided at 60% submittal as well as remaining plan elements listed in Section 8.1 of this Scope of Work and Deliverables.

The 90% submittal will be reviewed by City of Le Sueur, Le Sueur County, and MnDOT State Aid staff.

- 8.6.3 100% Design Submittal: Upon making the revisions to the 90% Construction Plan submittal, we will submit two signed and certified set of bound prints, one AutoCAD C3D copy and one PDF copy of the Construction Plan with the vellum title sheet.

The 100% submittal will be reviewed by City of Le Sueur, Le Sueur County, and MnDOT State Aid staff for final review and approval for bid letting.

Deliverable: Submit all plan review deliverables in a comprehensive and timely manner.

8.7 Permits

Bolton & Menk will investigate the requirements for all permits and approvals for this project including the Minnesota Department of Health Watermain Permit, Minnesota Department of Natural Resources (DNR) Public Waters Permit, and the National Pollution Discharge Elimination System (NPDES) Permit. If any permit or approval is required, we will prepare the permit application for submittal to the agencies requiring them.

Deliverable: Review and submit permit applications.

8.8 Bidding and Construction Consultation

Bolton & Menk will assist Le Sueur County with contract bidding and award activities in accordance with County and State Aid requirements. We have assumed assistance with the following activities if necessary:

1. Advertisement for Bid
2. Distribute Bidding Documents
3. Response to Questions
4. Issue Addenda
5. Bid Opening and Tabulation

We will also be available to answer questions concerning design during the construction of the project at the request of the County. We have assumed assistance with the following activities if necessary:

1. Attend preconstruction meeting
2. Answer design questions

Deliverable: Prompt and comprehensive guidance and support during bid letting, opening, and construction.

Exhibit B
Fee Estimate

Design Services (Preliminary & Final)		Estimated Hours													Total Hours	Turnback Eligible Amount	Non-Eligible Amount
		Principal	Project Manager	Traffic Engineer	Municipal Engineer	Water Resources	Design Engineer	Landscape Architect	CAD Technician	Registered Land Surveyor	Survey Technician	Survey Crew	Graphic Design Specialist	Clerical			
Hourly Rates		\$170.00	\$130.00	\$130.00	\$140.00	\$120.00	\$100.00	\$110.00	\$98.00	\$130.00	\$100.00	\$125.00	\$98.00	\$80.00			
Task Description																	
1.0	Project Management																
	1.1 Project Administration and Coordination	36	144												180	24,840.00	
	1.2 Work Plan and Schedule	18	54												72	10,080.00	
	1.3 Kick-off Meeting	2	4	2	2	2				2			2	16	1,780.00	280.00	
	1.4 Project Management Team Meetings (9 mtgs prelim + 18 mtgs final)	27	54	27	27	27							27	189	20,520.00	3,780.00	
2.0	Public and Agency Involvement																
	2.1 Project Newsletter and News Releases	5	10		3		10					20	20	68	6,710.00	420.00	
	2.2 Public/Neighborhood Information Meetings (5 mtgs)	20	30	5	20	5	10	5	10				20	125	12,680.00	2,800.00	
	2.3 Exhibits and Layouts		10				16					40	20	86	8,420.00		
	2.4 Property Owner Meetings (20 mtgs)	20	40		20		20		20					120	12,560.00	2,800.00	
	2.5 Project Website	2	8									40	20	70	6,900.00		
	2.6 Agency Involvement (6 mtgs)	12	18	6	6	6							6	54	6,360.00	840.00	
3.0	Existing Conditions																
	3.1 Data Collection		2		2		8				16			4	32	2,980.00	280.00
	3.2 Private Utility Coordination	1	8		4		16		4		8		2	43	4,162.00	560.00	
	3.3 Topographic Survey		4							50	150	300		504	59,520.00		
	3.4 Existing Right-of-Way and Easements		4							100	80	80		264	31,520.00		
	3.5 Coordinate Preliminary Geotechnical Evaluation	4	8											12	1,720.00		
	3.6 Coordinate Phase I Environmental Site Assessment (ESA)	4	8											12	1,720.00		
4.0	Traffic Study																
	4.1 Data Collection		1	10			50							61	6,430.00		
	4.2 Crash Analysis		1	10			30							41	4,430.00		
	4.3 Traffic Forecast Volumes		1	10			40							51	5,430.00		
	4.4 Warrant Analysis		1	20			30							51	5,730.00		
	4.5 Parking Needs Assessment	1	4	20			30							55	6,290.00		
	4.6 Traffic Operations Analysis	1	1	30			40							72	8,200.00		
	4.7 Traffic Summary Report	1	2	20			50						16	89	9,310.00		
5.0	Public Utility Infrastructure Analysis																
	5.1 Existing Plans, Available Data, and Evaluation				8		16							24		2,720.00	
	5.2 Preliminary Design and Feasibility Report	1	1		50		80		16				8	156		17,508.00	
	5.3 Preliminary Construction Cost Estimate	1	1		20		24							46		5,500.00	
6.0	Preliminary Design and Layout																
	6.1 Geometry, Profile, Sections, and Construction Limits	8	40	8	20		100		200					376	37,200.00	2,800.00	
	6.2 Right-of-Way Needs	2	10		8	8	16			8				52	5,240.00	1,120.00	
	6.3 Hydraulic Analysis		10		8	100	40		40					198	21,220.00	1,120.00	
	6.4 ADA Noncompliance	2	10	8	4		40							64	6,680.00	560.00	
	6.5 Street Lighting		10				10	20				20		60	6,460.00		
	6.6 Streetscape Plan	2	10				40					8		60	6,824.00		
	6.7 Pavement Design Alternatives	1	8				16							25	2,810.00		
	6.8 Preliminary Construction Cost Estimate	2	20	8	8	8	40	8	16					110	11,388.00	1,120.00	
7.0	Right-of-Way																
	7.1 Title Work		8							50				58	7,540.00		
	7.2 Title Surveys and Mapping									50	100			150	16,500.00		
	7.3 Coordinate Acquisition (Appraisals, Offers, Negotiations & Settlements)	10	20		8									38	4,300.00	1,120.00	
	7.5 Submitting Right-of-Way Certificates	8	40							25				73	9,810.00		
8.0	Final Design																
	8.1 Construction Plan Set																
	Title Sheet		4				8		8					20	2,104.00		
	General Layout		4				8		8					20	2,104.00		
	Statement of Estimated Quantities		20				40		40					100	10,520.00		
	Soils Construction Notes and Standard Plate & Plans		2				4		4					10	1,052.00		
	Typical Sections		10				30		40					80	8,220.00		
	Quantity Tabulations		10				60		60					130	13,180.00		
	Alignment Plan		4				20		20					44	4,480.00		
	Existing Utility Tabulations		8				40		40					88	8,960.00		
	Miscellaneous Details		8				20		20					48	5,000.00		
	Standard Plan Sheets		4				20		20					44	4,480.00		
	In-place Topography, Utility and Right-of-Way		8				20		20					48	5,000.00		
	Removal Plan Sheets	4	20				60		60					144	15,160.00		
	Construction Plan and Profile Sheets	8	40				150		150					348	36,260.00		
	Intersection & ADA Detail Sheets	4	20				80		80					184	19,120.00		
	Retaining Wall Plans	4	40				40		40					124	13,800.00		
	Storm Water Pollution Prevention Plan		8			16	20		40					84	8,880.00		
	Proposed Drainage Tabulation		8			16	20		40					84	8,880.00		
	Drainage Plans and Profiles	4	8			80	100		100					292	31,120.00		
	Pond Grading Plan	2	8			40	80		80					210	22,020.00		
	Proposed Sanitary Sewer and Watermain Tabulations		8		80		80		80					248	1,040.00	27,040.00	
	Sanitary Sewer and Watermain Plan and Profiles				80		160		160					400		42,880.00	
	Temporary Erosion/Sediment Control Plans		2			4	40		40					86	8,660.00		
	Turf Establishment and Permanent Erosion/Sediment Control Plans		4			8	40		40					92	9,400.00		
	Streetscape and Lighting Plan	4	8	20	8		50	80	100					270	27,920.00	1,120.00	
	Striping Plan		4	20			50		50					124	13,020.00		
	Signing Plan			20			50		50					120	12,500.00		
	Construction Staging Plan	8	40	40	8		80		100					276	29,560.00	1,120.00	
	Traffic Control Plans and Tabulations		8	80			80		100					268	29,240.00		
	Cross Sections		40				175		200					415	42,300.00		
	8.2 Private Utility Coordination	4	16				20						8	48	5,400.00		
	8.3 Engineer's Construction Cost Estimate	4	40				100		50					194	20,780.00		
	8.4 Coordinate Final Geotechnical Evaluation	4	20				10							34	4,280.00		
	8.5 Special Provisions	8	100	20	20	20	50	20						238	26,560.00	2,800.00	
	8.6 Plan Review and Approval																
	60% Design Submittal	2	20	16	16	16	40		40					150	14,860.00	2,240.00	
	90% Design Submittal		30	16	16	16	40		40					158	15,820.00	2,240.00	
	100% Design Submittal	4	30	16	16	16	40		40					162	16,500.00	2,240.00	
	8.7 Permits	2	20		8		20							50	4,940.00	1,120.00	
	8.8 Bidding and Construction Consultation	8	40	10	10	10	20	10	20					128	14,120.00	1,400.00	
Subtotal Hours		265	1269	442	480	398	2697	183	2286	285	354	380	128	153	9320		
Subtotal Direct Labor Costs		\$45,050.00	\$164,970.00	\$57,460.00	\$67,200.00	\$47,760.00	\$269,700.00	\$20,130.00	\$224,028.00	\$37,050.00	\$35,400.00	\$47,500.00	\$12,544.00	\$12,240.00		\$911,504.00	\$129,528.00
Other Direct Costs																	
Subconsultant (AET - Preliminary Geotechnical Engineering)																\$39,971.80	
Subconsultant (AET - Final Geotechnical Engineering)																\$22,391.75	
Subconsultant (AET - Phase I Environmental Site Assessment (ESA))																\$17,700.00	
Subconsultant (Henning Professional Services - Right-of-Way Acquisition)																\$123,825.00	
Subtotal Design Services																\$1,115,392.55	\$129,528.00
TOTAL DESIGN SERVICES																\$1,244,920.55	



DRAFT SCHEDULE OF EVENTS

LE SUEUR COUNTY, MINNESOTA

G.O. COUNTY JAIL BONDS, SERIES 2017A; and, G.O. CAPITAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2017B

As of May 8, 2017

May 12, 2017	Bond CIP Public Hearing notice due to Montgomery Messenger <i>(applies only to Series 2017B)</i> ;
May 16, 2017	Board motions to proceed with financing plan and affirms June 6 Public Hearing;
May 18, 2017	Montgomery Messenger publishes notice of Public Hearing <i>(minimum of 14 days prior to Public Hearing; applies only to Series 2017B)</i> ;
May 29, 2017	Bond CIP and bond materials available for review <i>(applies only to Series 2017B)</i> ;
June 6, 2017	Public Hearing and Presale Meeting <ul style="list-style-type: none">• Presentation of Bond CIP and bond issue <i>(applies only to Series 2017B)</i>;• Board approves resolution approving Bond CIP and authorizing bond issue; and• Board approves resolution setting bond sale for July 17 and award on July 18;
Week of June 19, 2017	Ehlers distributes official statement;
Week of June 26, 2017	Conference call with Standard & Poor's for bond rating;
July 6, 2017	Expiration of 30-day reverse referendum window following June 6 Public Hearing <i>(applies only to Series 2017B)</i> ;
July 17, 2017	Ehlers takes competitive bond bids on County's behalf;
July 18, 2017	Board approves resolution specifying final terms of and awarding bond to winning bidder; and
August 15, 2017	Bond closing; funds available to County.

www.ehlers-inc.com



Minnesota
Offices also in Wisconsin and Illinois

phone 651-697-8500
fax 651-697-8555
toll free 800-552-1171

3060 Centre Pointe Drive
Roseville, MN 55113-1122

Le Sueur County, Minnesota

\$2,565,000 General Obligation CIP Bonds, Series 2017A

Issue Summary

Assumes Current Market BQ AA Rates plus 25bps

Total Issue Sources And Uses

Dated 08/01/2017 | Delivered 08/01/2017

	CIP Bonds - Highway Maintenance Shop	CIP Bonds - Non-Jail/LEC	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$1,030,000.00	\$1,535,000.00	\$2,565,000.00
Total Sources	\$1,030,000.00	\$1,535,000.00	\$2,565,000.00
Uses Of Funds			
Total Underwriter's Discount (1.200%)	12,360.00	18,420.00	30,780.00
Costs of Issuance	13,050.69	19,449.31	32,500.00
Deposit to Project Construction Fund	1,000,000.00	1,500,000.00	2,500,000.00
Rounding Amount	4,589.31	(2,869.31)	1,720.00
Total Uses	\$1,030,000.00	\$1,535,000.00	\$2,565,000.00

Series 2017A GO CIP Bonds | Issue Summary | 5/ 9/2017 | 1:20 PM



EHLERS
LEADERS IN PUBLIC FINANCE

Le Sueur County, Minnesota

\$2,565,000 General Obligation CIP Bonds, Series 2017A

Issue Summary

Assumes Current Market BQ AA Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/01/2017	-	-	-	-	-
02/01/2018	-	-	25,352.50	25,352.50	25,352.50
08/01/2018	-	-	25,352.50	25,352.50	-
02/01/2019	235,000.00	1.300%	25,352.50	260,352.50	285,705.00
08/01/2019	-	-	23,825.00	23,825.00	-
02/01/2020	240,000.00	1.450%	23,825.00	263,825.00	287,650.00
08/01/2020	-	-	22,085.00	22,085.00	-
02/01/2021	245,000.00	1.600%	22,085.00	267,085.00	289,170.00
08/01/2021	-	-	20,125.00	20,125.00	-
02/01/2022	250,000.00	1.800%	20,125.00	270,125.00	290,250.00
08/01/2022	-	-	17,875.00	17,875.00	-
02/01/2023	250,000.00	1.900%	17,875.00	267,875.00	285,750.00
08/01/2023	-	-	15,500.00	15,500.00	-
02/01/2024	260,000.00	2.100%	15,500.00	275,500.00	291,000.00
08/01/2024	-	-	12,770.00	12,770.00	-
02/01/2025	260,000.00	2.200%	12,770.00	272,770.00	285,540.00
08/01/2025	-	-	9,910.00	9,910.00	-
02/01/2026	265,000.00	2.300%	9,910.00	274,910.00	284,820.00
08/01/2026	-	-	6,862.50	6,862.50	-
02/01/2027	275,000.00	2.400%	6,862.50	281,862.50	288,725.00
08/01/2027	-	-	3,562.50	3,562.50	-
02/01/2028	285,000.00	2.500%	3,562.50	288,562.50	292,125.00
Total	\$2,565,000.00	-	\$341,087.50	\$2,906,087.50	-

Yield Statistics

Bond Year Dollars	\$15,807.50
Average Life	6.163 Years
Average Coupon	2.1577574%
Net Interest Cost (NIC)	2.3524751%
True Interest Cost (TIC)	2.3621191%
Bond Yield for Arbitrage Purposes	2.1494106%
All Inclusive Cost (AIC)	2.5905223%

IRS Form 8038

Net Interest Cost	2.1577574%
Weighted Average Maturity	6.163 Years



Le Sueur County, Minnesota

\$2,565,000 General Obligation CIP Bonds, Series 2017A

Issue Summary

Assumes Current Market BQ AA Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2018	-	-	25,352.50	25,352.50	26,620.13
02/01/2019	235,000.00	1.300%	50,705.00	285,705.00	299,990.25
02/01/2020	240,000.00	1.450%	47,650.00	287,650.00	302,032.50
02/01/2021	245,000.00	1.600%	44,170.00	289,170.00	303,628.50
02/01/2022	250,000.00	1.800%	40,250.00	290,250.00	304,762.50
02/01/2023	250,000.00	1.900%	35,750.00	285,750.00	300,037.50
02/01/2024	260,000.00	2.100%	31,000.00	291,000.00	305,550.00
02/01/2025	260,000.00	2.200%	25,540.00	285,540.00	299,817.00
02/01/2026	265,000.00	2.300%	19,820.00	284,820.00	299,061.00
02/01/2027	275,000.00	2.400%	13,725.00	288,725.00	303,161.25
02/01/2028	285,000.00	2.500%	7,125.00	292,125.00	306,731.25
Total	\$2,565,000.00	-	\$341,087.50	\$2,906,087.50	\$3,051,391.88

Significant Dates

Dated	8/01/2017
First Coupon Date	2/01/2018

Yield Statistics

Bond Year Dollars	\$15,807.50
Average Life	6.163 Years
Average Coupon	2.1577574%
Net Interest Cost (NIC)	2.3524751%
True Interest Cost (TIC)	2.3621191%
Bond Yield for Arbitrage Purposes	2.1494106%
All Inclusive Cost (AIC)	2.5905223%

IRS Form 8038

Net Interest Cost	2.1577574%
Weighted Average Maturity	6.163 Years

Le Sueur County, Minnesota

\$1,030,000 General Obligation Bonds, Series 2017A

CIP Bonds - Highway Maintenance Shop

Assumes Current Market BQ AA Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/01/2017	-	-	-	-	-
02/01/2018	-	-	10,178.75	10,178.75	10,178.75
08/01/2018	-	-	10,178.75	10,178.75	-
02/01/2019	95,000.00	1.300%	10,178.75	105,178.75	115,357.50
08/01/2019	-	-	9,561.25	9,561.25	-
02/01/2020	95,000.00	1.450%	9,561.25	104,561.25	114,122.50
08/01/2020	-	-	8,872.50	8,872.50	-
02/01/2021	100,000.00	1.600%	8,872.50	108,872.50	117,745.00
08/01/2021	-	-	8,072.50	8,072.50	-
02/01/2022	100,000.00	1.800%	8,072.50	108,072.50	116,145.00
08/01/2022	-	-	7,172.50	7,172.50	-
02/01/2023	100,000.00	1.900%	7,172.50	107,172.50	114,345.00
08/01/2023	-	-	6,222.50	6,222.50	-
02/01/2024	105,000.00	2.100%	6,222.50	111,222.50	117,445.00
08/01/2024	-	-	5,120.00	5,120.00	-
02/01/2025	105,000.00	2.200%	5,120.00	110,120.00	115,240.00
08/01/2025	-	-	3,965.00	3,965.00	-
02/01/2026	105,000.00	2.300%	3,965.00	108,965.00	112,930.00
08/01/2026	-	-	2,757.50	2,757.50	-
02/01/2027	110,000.00	2.400%	2,757.50	112,757.50	115,515.00
08/01/2027	-	-	1,437.50	1,437.50	-
02/01/2028	115,000.00	2.500%	1,437.50	116,437.50	117,875.00
Total	\$1,030,000.00	-	\$136,898.75	\$1,166,898.75	-

Yield Statistics

Bond Year Dollars	\$6,345.00
Average Life	6.160 Years
Average Coupon	2.1575847%
Net Interest Cost (NIC)	2.3523838%
True Interest Cost (TIC)	2.3620195%
Bond Yield for Arbitrage Purposes	2.1494106%
All Inclusive Cost (AIC)	2.5905137%

IRS Form 8038

Net Interest Cost	2.1575847%
Weighted Average Maturity	6.160 Years

Series 2017A GO CIP Bonds | CIP Bonds - Highway Maint | 5/9/2017 | 1:20 PM



EHLERS
LEADERS IN PUBLIC FINANCE

Le Sueur County, Minnesota

\$1,030,000 General Obligation Bonds, Series 2017A

CIP Bonds - Highway Maintenance Shop

Assumes Current Market BQ AA Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2018	-	-	10,178.75	10,178.75	10,687.69
02/01/2019	95,000.00	1.300%	20,357.50	115,357.50	121,125.38
02/01/2020	95,000.00	1.450%	19,122.50	114,122.50	119,828.63
02/01/2021	100,000.00	1.600%	17,745.00	117,745.00	123,632.25
02/01/2022	100,000.00	1.800%	16,145.00	116,145.00	121,952.25
02/01/2023	100,000.00	1.900%	14,345.00	114,345.00	120,062.25
02/01/2024	105,000.00	2.100%	12,445.00	117,445.00	123,317.25
02/01/2025	105,000.00	2.200%	10,240.00	115,240.00	121,002.00
02/01/2026	105,000.00	2.300%	7,930.00	112,930.00	118,576.50
02/01/2027	110,000.00	2.400%	5,515.00	115,515.00	121,290.75
02/01/2028	115,000.00	2.500%	2,875.00	117,875.00	123,768.75
Total	\$1,030,000.00	-	\$136,898.75	\$1,166,898.75	\$1,225,243.69

Significant Dates

Dated	8/01/2017
First Coupon Date	2/01/2018

Yield Statistics

Bond Year Dollars	\$6,345.00
Average Life	6.160 Years
Average Coupon	2.1575847%
Net Interest Cost (NIC)	2.3523838%
True Interest Cost (TIC)	2.3620195%
Bond Yield for Arbitrage Purposes	2.1494106%
All Inclusive Cost (AIC)	2.5905137%

IRS Form 8038

Net Interest Cost	2.1575847%
Weighted Average Maturity	6.160 Years

Le Sueur County, Minnesota

\$1,535,000 General Obligation Bonds, Series 2017A

CIP Bonds - Non-Jail/LEC

Assumes Current Market BQ AA Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/01/2017	-	-	-	-	-
02/01/2018	-	-	15,173.75	15,173.75	15,173.75
08/01/2018	-	-	15,173.75	15,173.75	-
02/01/2019	140,000.00	1.300%	15,173.75	155,173.75	170,347.50
08/01/2019	-	-	14,263.75	14,263.75	-
02/01/2020	145,000.00	1.450%	14,263.75	159,263.75	173,527.50
08/01/2020	-	-	13,212.50	13,212.50	-
02/01/2021	145,000.00	1.600%	13,212.50	158,212.50	171,425.00
08/01/2021	-	-	12,052.50	12,052.50	-
02/01/2022	150,000.00	1.800%	12,052.50	162,052.50	174,105.00
08/01/2022	-	-	10,702.50	10,702.50	-
02/01/2023	150,000.00	1.900%	10,702.50	160,702.50	171,405.00
08/01/2023	-	-	9,277.50	9,277.50	-
02/01/2024	155,000.00	2.100%	9,277.50	164,277.50	173,555.00
08/01/2024	-	-	7,650.00	7,650.00	-
02/01/2025	155,000.00	2.200%	7,650.00	162,650.00	170,300.00
08/01/2025	-	-	5,945.00	5,945.00	-
02/01/2026	160,000.00	2.300%	5,945.00	165,945.00	171,890.00
08/01/2026	-	-	4,105.00	4,105.00	-
02/01/2027	165,000.00	2.400%	4,105.00	169,105.00	173,210.00
08/01/2027	-	-	2,125.00	2,125.00	-
02/01/2028	170,000.00	2.500%	2,125.00	172,125.00	174,250.00
Total	\$1,535,000.00	-	\$204,188.75	\$1,739,188.75	-

Yield Statistics

Bond Year Dollars	\$9,462.50
Average Life	6.164 Years
Average Coupon	2.1578732%
Net Interest Cost (NIC)	2.3525363%
True Interest Cost (TIC)	2.3621859%
Bond Yield for Arbitrage Purposes	2.1494106%
All Inclusive Cost (AIC)	2.5905282%

IRS Form 8038

Net Interest Cost	2.1578732%
Weighted Average Maturity	6.164 Years

Series 2017A GO CIP Bonds | CIP Bonds - Non-Jail/LEC | 5/9/2017 | 1:20 PM



Le Sueur County, Minnesota

\$1,535,000 General Obligation Bonds, Series 2017A

CIP Bonds - Non-Jail/LEC

Assumes Current Market BQ AA Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2018	-	-	15,173.75	15,173.75	15,932.44
02/01/2019	140,000.00	1.300%	30,347.50	170,347.50	178,864.88
02/01/2020	145,000.00	1.450%	28,527.50	173,527.50	182,203.88
02/01/2021	145,000.00	1.600%	26,425.00	171,425.00	179,996.25
02/01/2022	150,000.00	1.800%	24,105.00	174,105.00	182,810.25
02/01/2023	150,000.00	1.900%	21,405.00	171,405.00	179,975.25
02/01/2024	155,000.00	2.100%	18,555.00	173,555.00	182,232.75
02/01/2025	155,000.00	2.200%	15,300.00	170,300.00	178,815.00
02/01/2026	160,000.00	2.300%	11,890.00	171,890.00	180,484.50
02/01/2027	165,000.00	2.400%	8,210.00	173,210.00	181,870.50
02/01/2028	170,000.00	2.500%	4,250.00	174,250.00	182,962.50
Total	\$1,535,000.00	-	\$204,188.75	\$1,739,188.75	\$1,826,148.19

Significant Dates

Dated	8/01/2017
First Coupon Date	2/01/2018

Yield Statistics

Bond Year Dollars	\$9,462.50
Average Life	6.164 Years
Average Coupon	2.1578732%
Net Interest Cost (NIC)	2.3525363%
True Interest Cost (TIC)	2.3621859%
Bond Yield for Arbitrage Purposes	2.1494106%
All Inclusive Cost (AIC)	2.5905282%

IRS Form 8038

Net Interest Cost	2.1578732%
Weighted Average Maturity	6.164 Years

Le Sueur County, Minnesota

\$7,325,000 General Obligation Jail Bonds, Series 2017B

Assumes Current Market BQ AA+ Rates plus 25bps

Credit Enhanced (AA underlying)

Sources & Uses

Dated 08/01/2017 | Delivered 08/01/2017

Sources Of Funds

Par Amount of Bonds	\$7,325,000.00
---------------------	----------------

Total Sources	\$7,325,000.00
----------------------	-----------------------

Uses Of Funds

Total Underwriter's Discount (0.800%)	58,600.00
---------------------------------------	-----------

Costs of Issuance	58,000.00
-------------------	-----------

Deposit to Project Fund	7,208,400.00
-------------------------	--------------

Total Uses	\$7,325,000.00
-------------------	-----------------------

Series 2017B GO Jail Bond | 5/9/2017 | 1:19 PM



EHLERS
LEADERS IN PUBLIC FINANCE

Le Sueur County, Minnesota

\$7,325,000 General Obligation Jail Bonds, Series 2017B

Assumes Current Market BQ AA+ Rates plus 25bps

Credit Enhanced (AA underlying)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/01/2017	-	-	-	-	-
08/01/2018	-	-	186,585.00	186,585.00	-
02/01/2019	210,000.00	1.250%	93,292.50	303,292.50	489,877.50
08/01/2019	-	-	91,980.00	91,980.00	-
02/01/2020	305,000.00	1.400%	91,980.00	396,980.00	488,960.00
08/01/2020	-	-	89,845.00	89,845.00	-
02/01/2021	310,000.00	1.550%	89,845.00	399,845.00	489,690.00
08/01/2021	-	-	87,442.50	87,442.50	-
02/01/2022	315,000.00	1.750%	87,442.50	402,442.50	489,885.00
08/01/2022	-	-	84,686.25	84,686.25	-
02/01/2023	320,000.00	1.850%	84,686.25	404,686.25	489,372.50
08/01/2023	-	-	81,726.25	81,726.25	-
02/01/2024	330,000.00	2.050%	81,726.25	411,726.25	493,452.50
08/01/2024	-	-	78,343.75	78,343.75	-
02/01/2025	335,000.00	2.150%	78,343.75	413,343.75	491,687.50
08/01/2025	-	-	74,742.50	74,742.50	-
02/01/2026	340,000.00	2.250%	74,742.50	414,742.50	489,485.00
08/01/2026	-	-	70,917.50	70,917.50	-
02/01/2027	350,000.00	2.350%	70,917.50	420,917.50	491,835.00
08/01/2027	-	-	66,805.00	66,805.00	-
02/01/2028	355,000.00	2.450%	66,805.00	421,805.00	488,610.00
08/01/2028	-	-	62,456.25	62,456.25	-
02/01/2029	365,000.00	2.550%	62,456.25	427,456.25	489,912.50
08/01/2029	-	-	57,802.50	57,802.50	-
02/01/2030	375,000.00	2.700%	57,802.50	432,802.50	490,605.00
08/01/2030	-	-	52,740.00	52,740.00	-
02/01/2031	385,000.00	2.750%	52,740.00	437,740.00	490,480.00
08/01/2031	-	-	47,446.25	47,446.25	-
02/01/2032	395,000.00	2.850%	47,446.25	442,446.25	489,892.50
08/01/2032	-	-	41,817.50	41,817.50	-
02/01/2033	405,000.00	2.950%	41,817.50	446,817.50	488,635.00
08/01/2033	-	-	35,843.75	35,843.75	-
02/01/2034	420,000.00	3.050%	35,843.75	455,843.75	491,687.50
08/01/2034	-	-	29,438.75	29,438.75	-
02/01/2035	430,000.00	3.150%	29,438.75	459,438.75	488,877.50
08/01/2035	-	-	22,666.25	22,666.25	-
02/01/2036	445,000.00	3.200%	22,666.25	467,666.25	490,332.50
08/01/2036	-	-	15,546.25	15,546.25	-
02/01/2037	460,000.00	3.300%	15,546.25	475,546.25	491,092.50
08/01/2037	-	-	7,956.25	7,956.25	-
02/01/2038	475,000.00	3.350%	7,956.25	482,956.25	490,912.50
Total	\$7,325,000.00	-	\$2,480,282.50	\$9,805,282.50	-

Yield Statistics

Bond Year Dollars	\$87,422.50
Average Life	11.935 Years
Average Coupon	2.8371215%
Net Interest Cost (NIC)	2.9041522%
True Interest Cost (TIC)	2.8869998%
Bond Yield for Arbitrage Purposes	2.8054454%
All Inclusive Cost (AIC)	2.9686198%

IRS Form 8038

Net Interest Cost	2.8371215%
Weighted Average Maturity	11.935 Years

Series 2017B GO Jail Bond | 5/ 9/2017 | 1:19 PM



Le Sueur County, Minnesota

\$7,325,000 General Obligation Jail Bonds, Series 2017B

Assumes Current Market BQ AA+ Rates plus 25bps

Credit Enhanced (AA underlying)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2018	-	-	-	-	-
02/01/2019	210,000.00	1.250%	279,877.50	489,877.50	514,371.38
02/01/2020	305,000.00	1.400%	183,960.00	488,960.00	513,408.00
02/01/2021	310,000.00	1.550%	179,690.00	489,690.00	514,174.50
02/01/2022	315,000.00	1.750%	174,885.00	489,885.00	514,379.25
02/01/2023	320,000.00	1.850%	169,372.50	489,372.50	513,841.13
02/01/2024	330,000.00	2.050%	163,452.50	493,452.50	518,125.13
02/01/2025	335,000.00	2.150%	156,687.50	491,687.50	516,271.88
02/01/2026	340,000.00	2.250%	149,485.00	489,485.00	513,959.25
02/01/2027	350,000.00	2.350%	141,835.00	491,835.00	516,426.75
02/01/2028	355,000.00	2.450%	133,610.00	488,610.00	513,040.50
02/01/2029	365,000.00	2.550%	124,912.50	489,912.50	514,408.13
02/01/2030	375,000.00	2.700%	115,605.00	490,605.00	515,135.25
02/01/2031	385,000.00	2.750%	105,480.00	490,480.00	515,004.00
02/01/2032	395,000.00	2.850%	94,892.50	489,892.50	514,387.13
02/01/2033	405,000.00	2.950%	83,635.00	488,635.00	513,066.75
02/01/2034	420,000.00	3.050%	71,687.50	491,687.50	516,271.88
02/01/2035	430,000.00	3.150%	58,877.50	488,877.50	513,321.38
02/01/2036	445,000.00	3.200%	45,332.50	490,332.50	514,849.13
02/01/2037	460,000.00	3.300%	31,092.50	491,092.50	515,647.13
02/01/2038	475,000.00	3.350%	15,912.50	490,912.50	515,458.13
Total	\$7,325,000.00	-	\$2,480,282.50	\$9,805,282.50	\$10,295,546.63

Significant Dates

Dated	8/01/2017
First Coupon Date	8/01/2018

Yield Statistics

Bond Year Dollars	\$87,422.50
Average Life	11.935 Years
Average Coupon	2.8371215%
Net Interest Cost (NIC)	2.9041522%
True Interest Cost (TIC)	2.8869998%
Bond Yield for Arbitrage Purposes	2.8054454%
All Inclusive Cost (AIC)	2.9686198%

IRS Form 8038

Net Interest Cost	2.8371215%
Weighted Average Maturity	11.935 Years

Series 2017B GO Jail Bond | 5/9/2017 | 1:19 PM



Le Sueur County, Minnesota

\$4,490,000 General Obligation Refunding Bonds, Series 2017

Issue Summary - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Total Issue Sources And Uses

Dated 11/05/2017 | Delivered 11/05/2017

	Current Ref GO CIP 2006A	Current Ref GO CIP 2007A	Current Ref GO CIP 2008A	Issue Summary
Sources Of Funds				
Par Amount of Bonds	\$1,255,000.00	\$1,240,000.00	\$1,995,000.00	\$4,490,000.00
Total Sources	\$1,255,000.00	\$1,240,000.00	\$1,995,000.00	\$4,490,000.00
Uses Of Funds				
Total Underwriter's Discount (1.000%)	12,550.00	12,400.00	19,950.00	44,900.00
Costs of Issuance	17,329.62	17,122.49	27,547.89	62,000.00
Deposit to Current Refunding Fund	1,222,941.11	1,210,000.00	1,950,000.00	4,382,941.11
Rounding Amount	2,179.27	477.51	(2,497.89)	158.89
Total Uses	\$1,255,000.00	\$1,240,000.00	\$1,995,000.00	\$4,490,000.00

Proposed CR 2006A 2007A a | Issue Summary | 5/ 9/2017 | 9:43 AM



Le Sueur County, Minnesota

\$4,490,000 General Obligation Refunding Bonds, Series 2017

Issue Summary - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/05/2017	-	-	-	-	-
02/01/2018	190,000.00	0.950%	15,088.23	205,088.23	205,088.23
08/01/2018	-	-	30,677.50	30,677.50	-
02/01/2019	730,000.00	1.050%	30,677.50	760,677.50	791,355.00
08/01/2019	-	-	26,845.00	26,845.00	-
02/01/2020	740,000.00	1.200%	26,845.00	766,845.00	793,690.00
08/01/2020	-	-	22,405.00	22,405.00	-
02/01/2021	750,000.00	1.350%	22,405.00	772,405.00	794,810.00
08/01/2021	-	-	17,342.50	17,342.50	-
02/01/2022	755,000.00	1.550%	17,342.50	772,342.50	789,685.00
08/01/2022	-	-	11,491.25	11,491.25	-
02/01/2023	765,000.00	1.650%	11,491.25	776,491.25	787,982.50
08/01/2023	-	-	5,180.00	5,180.00	-
02/01/2024	560,000.00	1.850%	5,180.00	565,180.00	570,360.00
Total	\$4,490,000.00	-	\$242,970.73	\$4,732,970.73	-

Yield Statistics

Bond Year Dollars	\$15,737.61
Average Life	3.505 Years
Average Coupon	1.5438857%
Net Interest Cost (NIC)	1.8291895%
True Interest Cost (TIC)	1.8391278%
Bond Yield for Arbitrage Purposes	1.5413621%
All Inclusive Cost (AIC)	2.2573718%

IRS Form 8038

Net Interest Cost	1.5438857%
Weighted Average Maturity	3.505 Years

Le Sueur County, Minnesota

\$4,490,000 General Obligation Refunding Bonds, Series 2017

Issue Summary - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	205,088.23	204,929.34	204,100.00	(829.34)
02/01/2019	791,355.00	791,355.00	830,547.50	39,192.50
02/01/2020	793,690.00	793,690.00	834,147.50	40,457.50
02/01/2021	794,810.00	794,810.00	836,547.50	41,737.50
02/01/2022	789,685.00	789,685.00	837,427.50	47,742.50
02/01/2023	787,982.50	787,982.50	836,767.50	48,785.00
02/01/2024	570,360.00	570,360.00	609,705.00	39,345.00
Total	\$4,732,970.73	\$4,732,811.84	\$4,989,242.50	\$256,430.66

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	243,145.06
Net PV Cashflow Savings @ 1.541%(Bond Yield).....	243,145.06
Contingency or Rounding Amount.....	158.89
Net Present Value Benefit	\$243,303.95
Net PV Benefit / \$4,733,145.06 PV Refunded Debt Service	5.140%
Net PV Benefit / \$4,365,000 Refunded Principal...	5.574%
Net PV Benefit / \$4,490,000 Refunding Principal..	5.419%

Refunding Bond Information

Refunding Dated Date	11/05/2017
Refunding Delivery Date	11/05/2017

Le Sueur County, Minnesota

\$4,490,000 General Obligation Refunding Bonds, Series 2017

Issue Summary - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
11/05/2017	-	-	0.11	-	0.11
12/15/2017	1,222,941.00	-	1,222,941.00	1,222,941.11	-
02/01/2018	3,160,000.00	-	3,160,000.00	3,160,000.00	-
Total	\$4,382,941.00	-	\$4,382,941.11	\$4,382,941.11	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted
Cash Deposit	0.11
Cost of Investments Purchased with Bond Proceeds	4,382,941.00
Total Cost of Investments	\$4,382,941.11
Target Cost of Investments at bond yield	\$4,369,286.75
Actual positive or (negative) arbitrage	(13,654.36)
Yield to Receipt	-
Yield for Arbitrage Purposes	1.5413621%

Le Sueur County, Minnesota

\$1,255,000 General Obligation Refunding Bonds, Series 2017

Current Ref GO CIP 2006A - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/05/2017	-	-	-	-	-
02/01/2018	190,000.00	0.950%	3,896.88	193,896.88	193,896.88
08/01/2018	-	-	7,253.75	7,253.75	-
02/01/2019	210,000.00	1.050%	7,253.75	217,253.75	224,507.50
08/01/2019	-	-	6,151.25	6,151.25	-
02/01/2020	210,000.00	1.200%	6,151.25	216,151.25	222,302.50
08/01/2020	-	-	4,891.25	4,891.25	-
02/01/2021	215,000.00	1.350%	4,891.25	219,891.25	224,782.50
08/01/2021	-	-	3,440.00	3,440.00	-
02/01/2022	215,000.00	1.550%	3,440.00	218,440.00	221,880.00
08/01/2022	-	-	1,773.75	1,773.75	-
02/01/2023	215,000.00	1.650%	1,773.75	216,773.75	218,547.50
Total	\$1,255,000.00	-	\$50,916.88	\$1,305,916.88	-

Yield Statistics

Bond Year Dollars	\$3,509.81
Average Life	2.797 Years
Average Coupon	1.4507037%
Net Interest Cost (NIC)	1.8082734%
True Interest Cost (TIC)	1.8203120%
Bond Yield for Arbitrage Purposes	1.5413621%
All Inclusive Cost (AIC)	2.3427904%

IRS Form 8038

Net Interest Cost	1.4507037%
Weighted Average Maturity	2.797 Years

Le Sueur County, Minnesota

\$1,255,000 General Obligation Refunding Bonds, Series 2017

Current Ref GO CIP 2006A - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	193,896.88	191,717.61	204,100.00	12,382.39
02/01/2019	224,507.50	224,507.50	231,000.00	6,492.50
02/01/2020	222,302.50	222,302.50	228,400.00	6,097.50
02/01/2021	224,782.50	224,782.50	230,600.00	5,817.50
02/01/2022	221,880.00	221,880.00	232,400.00	10,520.00
02/01/2023	218,547.50	218,547.50	228,800.00	10,252.50
Total	\$1,305,916.88	\$1,303,737.61	\$1,355,300.00	\$51,562.39

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	47,573.18
Net PV Cashflow Savings @ 1.541%(Bond Yield)....	47,573.18
Contingency or Rounding Amount.....	2,179.27
Net Present Value Benefit	\$49,752.45
Net PV Benefit / \$1,299,433.16 PV Refunded Debt Service	3.829%
Net PV Benefit / \$1,205,000 Refunded Principal...	4.129%
Net PV Benefit / \$1,255,000 Refunding Principal..	3.964%

Refunding Bond Information

Refunding Dated Date	11/05/2017
Refunding Delivery Date	11/05/2017

Le Sueur County, Minnesota

\$1,255,000 General Obligation Refunding Bonds, Series 2017

Current Ref GO CIP 2006A - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
11/05/2017	-	-	0.11	-	0.11
12/15/2017	1,222,941.00	-	1,222,941.00	1,222,941.11	-
Total	\$1,222,941.00	-	\$1,222,941.11	\$1,222,941.11	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted
Cash Deposit	0.11
Cost of Investments Purchased with Bond Proceeds	1,222,941.00
Total Cost of Investments	\$1,222,941.11
Target Cost of Investments at bond yield	\$1,220,856.48
Actual positive or (negative) arbitrage	(2,084.63)
Yield to Receipt	-
Yield for Arbitrage Purposes	1.5413621%

Le Sueur County, Minnesota

\$2,555,000 G.O. Capital Improvement Bonds, Series 2006A

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/01/2017	-	-	-	-	-
02/01/2018	180,000.00	4.000%	24,100.00	204,100.00	204,100.00
08/01/2018	-	-	20,500.00	20,500.00	-
02/01/2019	190,000.00	4.000%	20,500.00	210,500.00	231,000.00
08/01/2019	-	-	16,700.00	16,700.00	-
02/01/2020	195,000.00	4.000%	16,700.00	211,700.00	228,400.00
08/01/2020	-	-	12,800.00	12,800.00	-
02/01/2021	205,000.00	4.000%	12,800.00	217,800.00	230,600.00
08/01/2021	-	-	8,700.00	8,700.00	-
02/01/2022	215,000.00	4.000%	8,700.00	223,700.00	232,400.00
08/01/2022	-	-	4,400.00	4,400.00	-
02/01/2023	220,000.00	4.000%	4,400.00	224,400.00	228,800.00
Total	\$1,205,000.00	-	\$150,300.00	\$1,355,300.00	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/05/2017
Average Life	2.857 Years
Average Coupon	3.9999999%
Weighted Average Maturity (Par Basis)	2.857 Years
Weighted Average Maturity (Original Price Basis)	2.857 Years

Refunding Bond Information

Refunding Dated Date	11/05/2017
Refunding Delivery Date	11/05/2017

2006A GO CIP Bds CR file | SINGLE PURPOSE | 5/ 9/2017 | 9:43 AM



EHLERS
LEADERS IN PUBLIC FINANCE

Le Sueur County, Minnesota

\$2,555,000 G.O. Capital Improvement Bonds, Series 2006A

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
11/05/2017	-	-	-	-	-	-	-
12/15/2017	1,205,000.00	17,941.11	1,222,941.11	-	-	-	-
02/01/2018	-	-	-	180,000.00	4.000%	24,100.00	204,100.00
08/01/2018	-	-	-	-	-	20,500.00	20,500.00
02/01/2019	-	-	-	190,000.00	4.000%	20,500.00	210,500.00
08/01/2019	-	-	-	-	-	16,700.00	16,700.00
02/01/2020	-	-	-	195,000.00	4.000%	16,700.00	211,700.00
08/01/2020	-	-	-	-	-	12,800.00	12,800.00
02/01/2021	-	-	-	205,000.00	4.000%	12,800.00	217,800.00
08/01/2021	-	-	-	-	-	8,700.00	8,700.00
02/01/2022	-	-	-	215,000.00	4.000%	8,700.00	223,700.00
08/01/2022	-	-	-	-	-	4,400.00	4,400.00
02/01/2023	-	-	-	220,000.00	4.000%	4,400.00	224,400.00
Total	\$1,205,000.00	\$17,941.11	\$1,222,941.11	\$1,205,000.00	-	\$150,300.00	\$1,355,300.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/05/2017
Average Life	2.857 Years
Average Coupon	3.9999999%
Weighted Average Maturity (Par Basis)	2.857 Years
Weighted Average Maturity (Original Price Basis)	2.857 Years

Refunding Bond Information

Refunding Dated Date	11/05/2017
Refunding Delivery Date	11/05/2017

Le Sueur County, Minnesota

\$1,240,000 General Obligation Refunding Bonds, Series 2017

Current Ref GO CIP 2007A - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/05/2017	-	-	-	-	-
02/01/2018	-	-	4,287.46	4,287.46	4,287.46
08/01/2018	-	-	8,973.75	8,973.75	-
02/01/2019	200,000.00	1.050%	8,973.75	208,973.75	217,947.50
08/01/2019	-	-	7,923.75	7,923.75	-
02/01/2020	205,000.00	1.200%	7,923.75	212,923.75	220,847.50
08/01/2020	-	-	6,693.75	6,693.75	-
02/01/2021	205,000.00	1.350%	6,693.75	211,693.75	218,387.50
08/01/2021	-	-	5,310.00	5,310.00	-
02/01/2022	205,000.00	1.550%	5,310.00	210,310.00	215,620.00
08/01/2022	-	-	3,721.25	3,721.25	-
02/01/2023	210,000.00	1.650%	3,721.25	213,721.25	217,442.50
08/01/2023	-	-	1,988.75	1,988.75	-
02/01/2024	215,000.00	1.850%	1,988.75	216,988.75	218,977.50
Total	\$1,240,000.00	-	\$73,509.96	\$1,313,509.96	-

Yield Statistics

Bond Year Dollars	\$4,681.22
Average Life	3.775 Years
Average Coupon	1.5703155%
Net Interest Cost (NIC)	1.8352036%
True Interest Cost (TIC)	1.8445621%
Bond Yield for Arbitrage Purposes	1.5413621%
All Inclusive Cost (AIC)	2.2332108%

IRS Form 8038

Net Interest Cost	1.5703155%
Weighted Average Maturity	3.775 Years

Le Sueur County, Minnesota

\$1,240,000 General Obligation Refunding Bonds, Series 2017

Current Ref GO CIP 2007A - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	4,287.46	3,809.95	-	(3,809.95)
02/01/2019	217,947.50	217,947.50	228,625.00	10,677.50
02/01/2020	220,847.50	220,847.50	231,425.00	10,577.50
02/01/2021	218,387.50	218,387.50	228,825.00	10,437.50
02/01/2022	215,620.00	215,620.00	231,025.00	15,405.00
02/01/2023	217,442.50	217,442.50	232,825.00	15,382.50
02/01/2024	218,977.50	218,977.50	234,225.00	15,247.50
Total	\$1,313,509.96	\$1,313,032.45	\$1,386,950.00	\$73,917.55

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	69,235.28
Net PV Cashflow Savings @ 1.541%(Bond Yield).....	69,235.28
Contingency or Rounding Amount.....	477.51
Net Present Value Benefit	\$69,712.79
Net PV Benefit / \$1,310,422.58 PV Refunded Debt Service	5.320%
Net PV Benefit / \$1,210,000 Refunded Principal...	5.761%
Net PV Benefit / \$1,240,000 Refunding Principal..	5.622%

Refunding Bond Information

Refunding Dated Date	11/05/2017
Refunding Delivery Date	11/05/2017

Le Sueur County, Minnesota

\$1,240,000 General Obligation Refunding Bonds, Series 2017

Current Ref GO CIP 2007A - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
11/05/2017	-	-	-	-	-
02/01/2018	1,210,000.00	-	1,210,000.00	1,210,000.00	-
Total	\$1,210,000.00	-	\$1,210,000.00	\$1,210,000.00	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted
Cost of Investments Purchased with Bond Proceeds	1,210,000.00
Total Cost of Investments	\$1,210,000.00
Target Cost of Investments at bond yield	\$1,205,569.82
Actual positive or (negative) arbitrage	(4,430.18)
Yield to Receipt	-
Yield for Arbitrage Purposes	1.5413621%

Le Sueur County, Minnesota

\$2,555,000 G.O. Capital Improvement Bonds, Series 2007A

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	24,312.50	24,312.50	-
02/01/2019	180,000.00	4.000%	24,312.50	204,312.50	228,625.00
08/01/2019	-	-	20,712.50	20,712.50	-
02/01/2020	190,000.00	4.000%	20,712.50	210,712.50	231,425.00
08/01/2020	-	-	16,912.50	16,912.50	-
02/01/2021	195,000.00	4.000%	16,912.50	211,912.50	228,825.00
08/01/2021	-	-	13,012.50	13,012.50	-
02/01/2022	205,000.00	4.000%	13,012.50	218,012.50	231,025.00
08/01/2022	-	-	8,912.50	8,912.50	-
02/01/2023	215,000.00	4.000%	8,912.50	223,912.50	232,825.00
08/01/2023	-	-	4,612.50	4,612.50	-
02/01/2024	225,000.00	4.100%	4,612.50	229,612.50	234,225.00
Total	\$1,210,000.00	-	\$176,950.00	\$1,386,950.00	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/05/2017
Average Life	3.867 Years
Average Coupon	4.0300007%
Weighted Average Maturity (Par Basis)	3.867 Years
Weighted Average Maturity (Original Price Basis)	3.867 Years

Refunding Bond Information

Refunding Dated Date	11/05/2017
Refunding Delivery Date	11/05/2017

Le Sueur County, Minnesota

\$2,555,000 G.O. Capital Improvement Bonds, Series 2007A

Debt Service To Maturity And To Call

Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S
11/05/2017	-	-	-	-	-	-
02/01/2018	1,210,000.00	1,210,000.00	-	-	-	-
08/01/2018	-	-	-	-	24,312.50	24,312.50
02/01/2019	-	-	180,000.00	4.000%	24,312.50	204,312.50
08/01/2019	-	-	-	-	20,712.50	20,712.50
02/01/2020	-	-	190,000.00	4.000%	20,712.50	210,712.50
08/01/2020	-	-	-	-	16,912.50	16,912.50
02/01/2021	-	-	195,000.00	4.000%	16,912.50	211,912.50
08/01/2021	-	-	-	-	13,012.50	13,012.50
02/01/2022	-	-	205,000.00	4.000%	13,012.50	218,012.50
08/01/2022	-	-	-	-	8,912.50	8,912.50
02/01/2023	-	-	215,000.00	4.000%	8,912.50	223,912.50
08/01/2023	-	-	-	-	4,612.50	4,612.50
02/01/2024	-	-	225,000.00	4.100%	4,612.50	229,612.50
Total	\$1,210,000.00	\$1,210,000.00	\$1,210,000.00	-	\$176,950.00	\$1,386,950.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/05/2017
Average Life	3.867 Years
Average Coupon	4.0300007%
Weighted Average Maturity (Par Basis)	3.867 Years
Weighted Average Maturity (Original Price Basis)	3.867 Years

Refunding Bond Information

Refunding Dated Date	11/05/2017
Refunding Delivery Date	11/05/2017

Le Sueur County, Minnesota

\$1,995,000 General Obligation Refunding Bonds, Series 2017

Current Ref GO CIP 2008A - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/05/2017	-	-	-	-	-
02/01/2018	-	-	6,903.89	6,903.89	6,903.89
08/01/2018	-	-	14,450.00	14,450.00	-
02/01/2019	320,000.00	1.050%	14,450.00	334,450.00	348,900.00
08/01/2019	-	-	12,770.00	12,770.00	-
02/01/2020	325,000.00	1.200%	12,770.00	337,770.00	350,540.00
08/01/2020	-	-	10,820.00	10,820.00	-
02/01/2021	330,000.00	1.350%	10,820.00	340,820.00	351,640.00
08/01/2021	-	-	8,592.50	8,592.50	-
02/01/2022	335,000.00	1.550%	8,592.50	343,592.50	352,185.00
08/01/2022	-	-	5,996.25	5,996.25	-
02/01/2023	340,000.00	1.650%	5,996.25	345,996.25	351,992.50
08/01/2023	-	-	3,191.25	3,191.25	-
02/01/2024	345,000.00	1.850%	3,191.25	348,191.25	351,382.50
Total	\$1,995,000.00	-	\$118,543.89	\$2,113,543.89	-

Yield Statistics

Bond Year Dollars	\$7,546.58
Average Life	3.783 Years
Average Coupon	1.5708286%
Net Interest Cost (NIC)	1.8351867%
True Interest Cost (TIC)	1.8445522%
Bond Yield for Arbitrage Purposes	1.5413621%
All Inclusive Cost (AIC)	2.2324307%

IRS Form 8038

Net Interest Cost	1.5708286%
Weighted Average Maturity	3.783 Years

Le Sueur County, Minnesota

\$1,995,000 General Obligation Refunding Bonds, Series 2017

Current Ref GO CIP 2008A - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	6,903.89	9,401.78	-	(9,401.78)
02/01/2019	348,900.00	348,900.00	370,922.50	22,022.50
02/01/2020	350,540.00	350,540.00	374,322.50	23,782.50
02/01/2021	351,640.00	351,640.00	377,122.50	25,482.50
02/01/2022	352,185.00	352,185.00	374,002.50	21,817.50
02/01/2023	351,992.50	351,992.50	375,142.50	23,150.00
02/01/2024	351,382.50	351,382.50	375,480.00	24,097.50
Total	\$2,113,543.89	\$2,116,041.78	\$2,246,992.50	\$130,950.72

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	126,336.59
Net PV Cashflow Savings @ 1.541%(Bond Yield).....	126,336.59
Contingency or Rounding Amount.....	(2,497.89)
Net Present Value Benefit	\$123,838.70
Net PV Benefit / \$2,123,289.32 PV Refunded Debt Service	5.832%
Net PV Benefit / \$1,950,000 Refunded Principal...	6.351%
Net PV Benefit / \$1,995,000 Refunding Principal..	6.207%

Refunding Bond Information

Refunding Dated Date	11/05/2017
Refunding Delivery Date	11/05/2017

Proposed CR 2006A 2007A a | Current Ref GO CIP 2008A | 5/9/2017 | 9:43 AM



Le Sueur County, Minnesota

\$1,995,000 General Obligation Refunding Bonds, Series 2017

Current Ref GO CIP 2008A - Proposed Cur Ref 06A, 07A, 08A

Assuming Current GO BQ "AA" Market Rates

Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance
11/05/2017	-	-	-	-	-
02/01/2018	1,950,000.00	-	1,950,000.00	1,950,000.00	-
Total	\$1,950,000.00	-	\$1,950,000.00	\$1,950,000.00	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted
Cost of Investments Purchased with Bond Proceeds	1,950,000.00
Total Cost of Investments	\$1,950,000.00
Target Cost of Investments at bond yield	\$1,942,860.45
Actual positive or (negative) arbitrage	(7,139.55)
Yield to Receipt	-
Yield for Arbitrage Purposes	1.5413621%

Le Sueur County, Minnesota

\$4,090,000 G.O. Capital Improvement Bonds, Series 2008A

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	40,461.25	40,461.25	-
02/01/2019	290,000.00	4.000%	40,461.25	330,461.25	370,922.50
08/01/2019	-	-	34,661.25	34,661.25	-
02/01/2020	305,000.00	4.000%	34,661.25	339,661.25	374,322.50
08/01/2020	-	-	28,561.25	28,561.25	-
02/01/2021	320,000.00	4.100%	28,561.25	348,561.25	377,122.50
08/01/2021	-	-	22,001.25	22,001.25	-
02/01/2022	330,000.00	4.200%	22,001.25	352,001.25	374,002.50
08/01/2022	-	-	15,071.25	15,071.25	-
02/01/2023	345,000.00	4.250%	15,071.25	360,071.25	375,142.50
08/01/2023	-	-	7,740.00	7,740.00	-
02/01/2024	360,000.00	4.300%	7,740.00	367,740.00	375,480.00
Total	\$1,950,000.00	-	\$296,992.50	\$2,246,992.50	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/05/2017
Average Life	3.862 Years
Average Coupon	4.2003850%
Weighted Average Maturity (Par Basis)	3.862 Years
Weighted Average Maturity (Original Price Basis)	3.862 Years

Refunding Bond Information

Refunding Dated Date	11/05/2017
Refunding Delivery Date	11/05/2017

Le Sueur County, Minnesota

\$4,090,000 G.O. Capital Improvement Bonds, Series 2008A

Debt Service To Maturity And To Call

Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S
11/05/2017	-	-	-	-	-	-
02/01/2018	1,950,000.00	1,950,000.00	-	-	-	-
08/01/2018	-	-	-	-	40,461.25	40,461.25
02/01/2019	-	-	290,000.00	4.000%	40,461.25	330,461.25
08/01/2019	-	-	-	-	34,661.25	34,661.25
02/01/2020	-	-	305,000.00	4.000%	34,661.25	339,661.25
08/01/2020	-	-	-	-	28,561.25	28,561.25
02/01/2021	-	-	320,000.00	4.100%	28,561.25	348,561.25
08/01/2021	-	-	-	-	22,001.25	22,001.25
02/01/2022	-	-	330,000.00	4.200%	22,001.25	352,001.25
08/01/2022	-	-	-	-	15,071.25	15,071.25
02/01/2023	-	-	345,000.00	4.250%	15,071.25	360,071.25
08/01/2023	-	-	-	-	7,740.00	7,740.00
02/01/2024	-	-	360,000.00	4.300%	7,740.00	367,740.00
Total	\$1,950,000.00	\$1,950,000.00	\$1,950,000.00	-	\$296,992.50	\$2,246,992.50

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/05/2017
Average Life	3.862 Years
Average Coupon	4.2003850%
Weighted Average Maturity (Par Basis)	3.862 Years
Weighted Average Maturity (Original Price Basis)	3.862 Years

Refunding Bond Information

Refunding Dated Date	11/05/2017
Refunding Delivery Date	11/05/2017

Henderson Flood Mitigation Study



Background

Flooding in the Minnesota River Valley has created traffic and mobility challenges for MnDOT and local communities for decades. The roadways leading into and out of the City of Henderson (Highways 19 and 93 and County Road 6) have been hit especially hard in recent years, with closures due to flooding occurring more often. During seasonal flooding events, residents and commuters traveling through the area have been forced to use detours that take them miles out of their way, costing them both time and money. The lengthy detours and restricted access to the Henderson Area can substantially impact local businesses and regional traffic.

Study Overview

The Minnesota Department of Transportation (MnDOT), in partnership with the City of Henderson, Sibley County, Scott County, and Le Sueur County, has been working on a feasibility study to investigate transportation improvements in the Minnesota River Valley to determine possible improvements that would minimize roadway closures due to flood events. The study is focusing on the bridges and approach roadways for state Highway 19, Highway 93, and Sibley County Road 6.

Public Open House May 17, 2017

Roadhouse Event Center
510 Main Street
Henderson, MN 56044

5:00-5:30 Welcome & View Study Materials

5:30-6:00 Presentation

6:00-7:00 View Study Materials, Question & Answer

You are invited to an open house to:

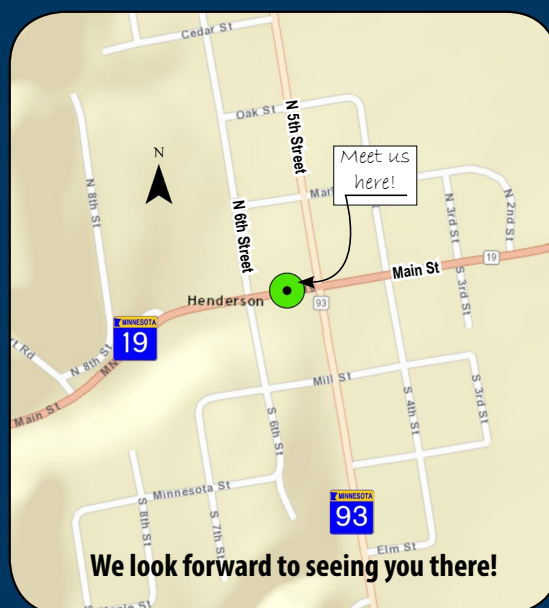
- View draft flood mitigation materials including:
 - Minnesota River hydraulic modeling
 - Roadway conceptual layouts
- Cost estimates
- Ask questions
- Give feedback

The project information to be presented at the Public Open House is also available for review at:

www.mndot.gov/d7/projects/hwy19study

"The outcome of this study will impact Henderson for generations. Please consider coming to any portion of this event, you and your involvement is what makes Henderson GREAT!"

-- Mayor Paul Menne



The goal of the study is to identify a feasible, safe and accessible, 10-ton route into and out of Henderson, which would limit the length of detours and impacts to businesses during high water events. Currently, there is no funding programmed for implementing flood mitigation improvements. The results of this study will compare the alternatives considered and evaluate their relative benefits, costs, and impacts. This information can then be used by the project partners to seek funding for further design and construction.

To date, conceptual roadway improvements for the three routes that serve Henderson (Hwy 19, Hwy 93, and County Road 6) have been developed. Each alternative is independent of the others and would allow the roadway to remain open to traffic under a flood level equal to the Minnesota River crest during the 2010 flood event. The Highway 93 and County Road 6 alternatives involve raising the roadway profiles to an elevation above the 2010 flood elevation and the Highway 19 alternative would raise and substantially lengthen the bridge across the Minnesota River floodplain.

As part of the study, each alternative has been preliminarily reviewed for benefits to users/motorists, environmental concerns (wetland, floodplain and floodway impacts), right of way and access impacts, and construction costs. A benefit/cost analysis for each alternative has been developed. A final study report is expected to be complete in fall 2017.

Project Management Team

A Project Management Team (PMT), comprised of staff from MnDOT, local governmental units (city of Henderson and the counties of Sibley, Scott, and Le Sueur) has been meeting regularly throughout the study process. The members of the PMT serve as a communication link to constituents and elected officials. Meetings have also been held with environmental review and permitting agencies.

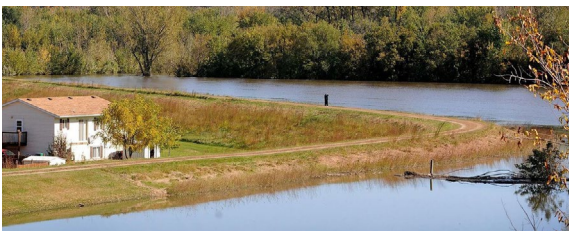
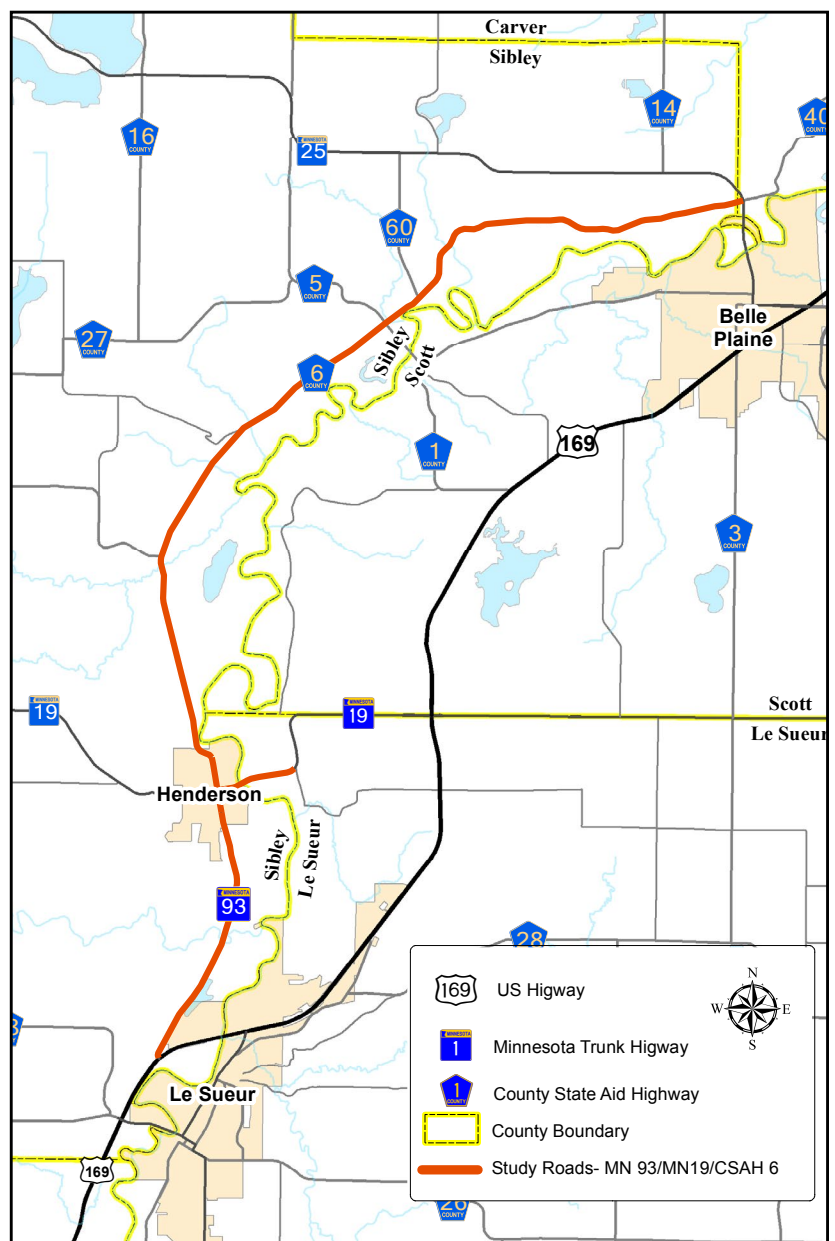


Photo Source: Mankato Free Press

Study Area- Hwy 93/ Hwy 19/Hwy 6



Contact

Matt Young
MnDOT Project Manager
507.304.6183
matthew.young@state.mn.us

MnDOT
District 7
2151 Bassett Drive
Mankato, MN 56001-6888

www.mndot.gov/d7/projects/hwy19study

m DEPARTMENT OF
TRANSPORTATION

**PROFESSIONAL/TECHNICAL
MASTER CONTRACT CERTIFICATION FORM**

*MnDOT Program ID
1163*

SECTION 1 – INSTRUCTIONS

- Complete form for:** ☒ Master Professional/Technical Contract programs
-
- Checklist if not using SWIFT:** ☒ 2 copies of this Certification Form
☐ RFP
☐ Submit to your **Agency Contract Coordinator** to obtain Department of Administration approval
-
- Checklist if using SWIFT:** ☐ Upload completed Certification Form to the SWIFT Event
☐ Attach the documents from the above checklist into SWIFT Event

NOTE: No work orders may be issued until a master contract program has been approved and master contracts are fully executed.

SECTION 2 –BACKGROUND

Department: Transportation (MnDOT)	Division: Operations
Estimated Cost of the Master Contract Program: \$88 million (It is anticipated that individual master contracts will be capped at or between \$25K and \$1 Million depending on the size and location of the local government or agency.)	Source of Funds (federal or state): Trunk Highway Fund

*** Master Contract Program Period: From: July 1, 2017 to June 30, 2022 and each Master Contract will be for a term of five years or until June 30, 2022 whichever occurs first.**

***The term of the original master contract program must not exceed two years unless the commissioner of Administration determines that a longer duration is in the best interest of the state. The total contract term cannot exceed five years. Minn. Stat. § 16C.06, subd. 3b (b).**

If the original contract length longer than two years is required, please write a justification below:

This master contract program is for local governments'/agencies' assistance with projects within the territorial jurisdiction of the local government/agency. Since competitive solicitation procedures aren't feasible for such assistance, running a master contract for as long as possible will reduce the administrative burden for both the state and the local government/agency.

Nature of Master Contract Program *(Give sufficient detail about what you need and why you need it. Do not use acronyms.)*

MnDOT will enter into "master" partnership agreements with local government/agency, pursuant to Minn. Stat. Sections 174.02, and 161.20 (copies attached). These agreements will allow MnDOT to pay the local government/agency to perform certain work related to design, minor construction and maintenance. MnDOT anticipates Master Contracts with each county, some cities and government agencies – estimated total of 230 contracts.

This is a renewal of a program MnDOT has had in place since 1996. There are three major factors are driving the need for this program. First, MnDOT staff reductions, as well as flat gas tax revenues, require us to work cooperatively with the local government/agency to most effectively utilize the expertise of both state and local staff. Second, in many cases, the local government/agencies' personnel are more readily available to work on projects, which translate into shorter turnaround times, and better overall service to the public. Third, MnDOT has certain expertise and equipment and can help the local government/agency complete some tasks they cannot perform with their own forces.

This program will involve the following categories of work: These categories of work will have both payable and receivable components which means that the local government/agencies and MnDOT may contract for services from one another and that the funds can flow both ways.

- 1) **Professional/Technical Services.** The local government/agency or MnDOT provides professional/technical services. The local government/agency will provide staff to perform professional and technical services, which could include (by way of example and without limitation) roadway design, public involvement processes, and construction inspection and administration. This work could also include project management, which may involve the local government/agency hiring and managing sub consultants to perform such work. Often, the local government/agency can combine trunk highway work with their local projects (e.g. including a section of a trunk highway in the design of a county road mill and overlay design project), making such work much more coordinated and efficient.
- 2) **Routine Roadway Maintenance.** A local government/agency or MnDOT may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only on small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures and message paintings.
- 3) **Construction Administration.** The local government/agency or MnDOT lets and manages construction contracts. The local government/agency or MnDOT will provide more or less "turnkey" construction projects (subject to normal MnDOT reviews and approvals) on the trunk highway system, by combining state work with local work. For example, if a county has a mill and overlay project on a county road, MnDOT might request that it add a section of nearby trunk highway, so that the county will let a single contract including both the county and the state projects. This coordinates and delivers projects more efficiently and with less disruption to the traveling public. This also helps allocate work to the party (local or state) with the expertise most suited to the project.
- 4) **Emergency Services.** The local government/agency will agree to cooperate and share equipment and personnel in the event of an emergency. Having this mutual-aid agreement in place will allow the local government/agency to collect from the Federal Emergency Management Agency reimbursement for emergency response.
- 5) **Technical Services.** Technical services will not require a work order contract, an email or letter request will be sufficient. The providing partner must accept the request in writing via email or letter. The local government/agency or MnDOT will provide staff resources to perform such work as repairing sign knockdowns, fixing damaged guardrails, filling potholes, removing animal carcasses, material testing or bridge inspections. In many places, county and city forces have a greater presence on the roads and are able to deal with these situations more quickly than having to dispatch a MnDOT crew from a distant truck station. This also frees up MnDOT staff to focus on needs to which the expertise and equipment of state forces is better suited.

Product or Result of Work Order Contracts *(Be very specific. Examples: Tape Transcription Services; Court Reporter Services)*

The product or result will depend on the category of work, but includes (by way of example and without limitation) materials testing, bridge inspection, roadway design plans, management of the public involvement process and related administrative work, construction inspection and administration, repairing damaged signs and guardrails, and performing work such as patching or ASA upgrades on trunk highways in conjunction with local projects.

Other Methods Considered *(Examples: In House, Other Divisions or Offices; Other State Agencies)*

The primary alternatives are use of MnDOT staff and outside contractors. Other state agencies do not have the expertise or equipment to deliver transportation projects, but the local government/agency do. As noted above, this effort is driven by the need to work more closely with the local government/agency to ensure that that state and local resources are used most effectively to deliver a "seamless" transportation system to the public.

In accordance with Minn. Stat. §16C.08, subd. 3, provide the following (attach additional pages if necessary)

- 1) Describe how the proposed master contracts are necessary to achieve the agency's statutory responsibilities; These contracts are related to the design and construction of projects on the trunk highway system, and maintenance of those highways. The Commissioner of Transportation is required by constitution and statute to construct, operate, and maintain the trunk highway system, and is authorized by statute to contract for those purposes. The Commissioner is further authorized to provide assistance to the local government/agency for their local road systems.
- 2) Describe your plan to notify firms or individuals who may be available to perform the services called for in the solicitation other than advertising in the *State Register* or on the MMD website, or on SWIFT; and

These contracts will be offered to the local government/agency based on needs determined by individual MnDOT districts in cooperation with the local government/agency in that district. Since each contract will be limited to the territorial jurisdiction of the applicable the local government/agency, a competitive solicitation cannot reasonably be performed.

- 3) Describe the performance measures or other tools that will be used to monitor and evaluate contract performance and how the results of the work will be used.

The work will be used to design, construct and maintain the public transportation system. MnDOT will use its standard performance review at the completion of each work order. In addition, this work will ultimately factor into the performance measures that are published at: <http://www.accountability.state.mn.us/Departments/Transportation/index.htm>

SECTION 3 – MASTER CONTRACT PROGRAM INFORMATION

The following information is required before the Master Contract Program will be approved. Attach additional sheets if necessary. The Department of Administration has final approval of all Master Contract programs.

1. How will the master contracts be structured to meet the agency's needs?

Example: by region, by county, by successful contractor

Contracts will be limited to the territorial jurisdiction of the local government.

2. Describe how the agency proposes to distribute work fairly to the contractors that have master contracts?

Give specific details on how the agency will rotate work to the contractors.

Examples: \$0-\$5,000 - Agency Discretion, \$5,000-\$25,000 - receive 3 written proposals, \$25,000+ solicit to all on contract.

OR create a list of all contractors, then work is distributed evenly down the list as work is needed.

Since the contracts are limited to the territorial jurisdiction of the local government, there will be no rotation or solicitations used to award individual work orders.

3. What do you propose is the maximum state obligation under a work order contract?

Example: No work order contract may exceed \$100,000.

No work order contract may exceed \$500,000.

4. What do you propose are the required number of signatures for work order contracts?

Guidelines. If the work specified in the master contract is very detailed and the work order requires very little additional information the work order will require only two signatures. Example, a court reporter's product is defined by the master contract, the work order states the date, time, and place for the services.

If a master contract gives vague descriptions of the work to be done, such as building construction designs, the work order contract will be required to have three signatures. Generally, all work orders exceeding \$100,000 will require three signatures.

☐ 2 (contractor/agency) plus encumbrance

☒ 3 (contractor/agency/Administration) plus encumbrance

5. Will other state agencies and/or other governmental units be allowed to use these contracts? ☐ Yes ☒ No

If so, how will they report usage to the issuing agency?

Other State Agencies may execute Master Partnership contracts with MnDOT. However, Other State Agencies will not be allowed to execute Work Orders against MnDOT Master Partnership contracts with cities and counties.

The issuing agency must track work order contracts so that the total amount paid to a contractor does not exceed the master contract dollar total.

SECTION 4 – AGENCY CERTIFICATIONS

Pursuant to Minn. Stat. 16C.08, I certify:

1. No state **agency** employee is (a) able and (b) available to perform the services called for by the contract

A. How did you reach this conclusion:

As stated above, this is part of an effort to utilize Mn/DOT staff in the most effective; manner, by working cooperatively with the local government. This arrangement will allow the local government/agency to allocate work to the party with

the resources {i.e. specialized training and equipment) most suited to performing the work, and to have "common" projects to be combined and administered by one entity to increase the effectiveness of both entities (and minimizing disruptions, such as multiple detours, experienced by the public). For Professional/Technical services, this will generally be an "overflow" mechanism when State employees are fully booked with work.

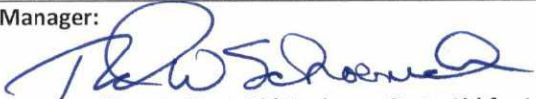
B. List other methods considered for accomplishing the work. [Example: In-house, other divisions or offices, other state agencies.]

The primary alternatives are use of MnDOT staff and outside contractors. Other state agencies do not have the expertise or equipment to deliver transportation projects, but the local government/agency do. As noted above, this effort is driven by the need to work more closely with the local government/agency to ensure that that state and local resources are used most effectively to deliver a "seamless" transportation system to the public. Given staff reductions from uncontrollable forces such as retirements, as well as the flattening of gas tax revenues, adding staff to perform this work is not practicable at this time.

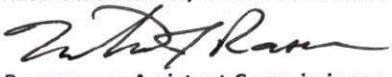
2. *Unless otherwise authorized by law, a competitive proposal process shall be used to acquire professional or technical services. A competitive bidding process shall not be utilized to acquire professional or technical services.*
3. *The following person(s) has/have been assigned to manage the contract as well as monitor and act as liaison for the contract Ted Schoenecker at (651) 366-3802, ted.schoenecker@state.mn.us, MnDOT, State Sid Office, 395 John Ireland Blvd, MS 500, St. Paul, MN 55155 .*
4. *Agencies shall not allow a contractor to begin work before the contract is fully executed unless an exception under Minn. Stat. §16C.05, subd. 2a has been granted by the commissioner and funds are fully encumbered.*
5. *A contract shall not establish an employment relationship between the state or the agency and any persons performing under the contract.*
6. *In the event the results of the contract work will be carried out or continued by state employees upon completion of the contract, the contractor is required to include state employees in development and training, to the extent necessary to ensure that after completion of the contract, state employees can perform any ongoing work related to the same function.*
7. *The contractor and agents must not be employees of the state.*
8. *The terms of the contract must permit the commissioner to unilaterally terminate the contract prior to completion, upon payment of just compensation, if the commissioner determines that further performance under the contract would not serve agency purposes.*
9. *The agency will not contract out its previously eliminated jobs for four years without first considering the same former employees who are on the seniority unit layoff list who meet the minimum qualifications determined by the agency.*
10. *The terms of a contract must provide that no more than 90 percent of the amount due under the contract may be paid until the final product has been reviewed by the head of the agency entering into the contract and the head of the agency has certified that the contractor has satisfactorily fulfilled the terms of the contract, unless specifically excluded or modified in writing by the commissioner. This clause does not apply to contracts for professional services as defined in sections 326.02 to 326.15.*

Reasonable efforts will be made to avoid conflicts of interest throughout the selection and performance of this contract. All potential or actual conflicts of interest will be reported to MMD.


The following three Internal Approval signatures are for agency use; they are not required by MMD.

Activity Manager:  Ted Schoenecker, Deputy State Aid Engineer, State Aid for Local Transportation Division	Date: 4/12/17
Division Director: NA	Date:
Assistant Commissioner (program): NA	Date:

Agency signature (required)

Authorized Certification/Officer authorized to sign contracts:  Mitch Rasmussen, Assistant Commissioner, State Aid Division	Date: 4/13/17
--	------------------

Department of Administration signature (required)

Materials Management Division/Professional Technical Approval: 	Date: 4-20-17 4/20/17
---	-----------------------------

T#1879A

MMD Cert # 49798

2016 Minnesota Statutes

174.02 COMMISSIONER'S POWERS AND DUTIES.

Subdivision 1. **Appointment.** The department shall be supervised and controlled by the commissioner of transportation, who shall be appointed by the governor and serve under the provisions of section 15.06.

Subd. 1a. **Mission; efficiency; legislative report, recommendations.** It is part of the department's mission that within the department's resources the commissioner shall endeavor to:

- (1) prevent the waste or unnecessary spending of public money;
- (2) use innovative fiscal and human resource practices to manage the state's resources and operate the department as efficiently as possible;
- (3) minimize the degradation of air, water quality, and the climate, including reduction in greenhouse gas emissions;
- (4) coordinate the department's activities wherever appropriate with the activities of other governmental agencies;
- (5) use technology where appropriate to increase agency productivity, improve customer service, increase public access to information about government, and increase public participation in the business of government;
- (6) utilize constructive and cooperative labor-management practices to the extent otherwise required by chapters 43A and 179A;
- (7) ensure that the safety, maintenance, and preservation of Minnesota's transportation infrastructure is a primary priority;
- (8) report to the legislature on the performance of agency operations and the accomplishment of agency goals in the agency's biennial budget according to section 16A.10, subdivision 1; and
- (9) recommend to the legislature appropriate changes in law necessary to carry out the mission and improve the performance of the department.

Subd. 2. **Unclassified positions.** The commissioner may establish four positions in the unclassified service at the deputy and assistant commissioner, assistant to commissioner or personal secretary levels. No more than two of these positions shall be at the deputy commissioner level.

Subd. 2a. **Transportation ombudsperson.** (a) The commissioner shall appoint a person to the position of transportation ombudsperson. The transportation ombudsperson reports directly to the commissioner. The ombudsperson must be selected without regard to political affiliation and must be qualified to perform the duties specified in this subdivision.

(b) Powers and duties of the transportation ombudsperson include, but are not limited to:

- (1) providing a neutral, independent resource for dispute and issue resolution between the department and the general public where another mechanism or forum is not available;
- (2) gathering information about decisions, acts, and other matters of the department;
- (3) providing information to the general public;
- (4) facilitating discussions or arranging mediation when appropriate; and
- (5) maintaining and monitoring performance measures for the ombudsperson program.

(c) The transportation ombudsperson may not hold another formal position within the department. The transportation ombudsperson may not impose a complaint fee.

Subd. 3. **Departmental organization; affirmative action.** (a) The commissioner shall organize the department in a manner recognizing the administrative and staffing needs of all modes of transportation within the commissioner's jurisdiction, and shall

employ personnel as the commissioner deems necessary to discharge the functions of the department.

(b) The commissioner shall adopt an affirmative action plan for the department in order to insure that department hiring encourages the selection of members of groups of persons who because of unfair or unlawful discriminatory practices have in the past been denied equal employment opportunity. This plan need not be promulgated as a rule, but it shall be approved by the commissioner of management and budget. The plan shall provide that the affected groups of persons shall constitute at least the same proportional number of employees in the department as they constitute in the total employment in state government; provided that this limitation shall expire in respect to an affected group when the commissioner of management and budget certifies that members of that affected group are employed in the department in the same proportion as they constitute in the total employment in state government.

Subd. 4. Appearances on public transportation matters. The commissioner may appear as a party on behalf of the public in any proceeding or matter before the Surface Transportation Board or any other agency or instrumentality of government that regulates public services or rates relating to transportation or other matters related to the powers and responsibilities of the commissioner as prescribed by law. The commissioner shall appear as a party on behalf of the public in proceedings as provided by law on matters that directly relate to the powers and duties of the commissioner or substantially affect the statewide transportation plan.

Subd. 5. Cooperation. To facilitate the development of a unified and coordinated intrastate and interstate transportation system:

(1) the commissioner shall maintain close liaison, coordination, and cooperation with the private sectors of transportation, the Upper Great Lakes Seaway Development Commission Corporation, and any multistate organization involved in transportation issues affecting the state;

(2) the commissioner shall participate in the planning, regulation, and development of the port authorities of the state;

(3) the commissioner or the commissioner's designee is a nonvoting member of the Metropolitan Airports Commission, as organized and established under sections 473.601 to 473.679;

(4) the commissioner shall cooperate with all federal agencies for the purpose of harmonizing state rules and federal regulations within the state to the extent and in the manner deemed advisable;

(5) the commissioner may conduct joint hearings with any federal agency within or outside the state and, to the extent allowed under federal law or regulation, may approve and establish freight rates and charges that depart from the distance principle required by any state law; and

(6) the commissioner may nominate members to any joint board as provided by federal acts.

Subd. 6. Agreements, receipts, appropriation. (a) To facilitate the implementation of intergovernmental efficiencies, effectiveness, and cooperation, and to promote and encourage economic and technological development in transportation matters within and between governmental and nongovernmental entities, the commissioner may enter into agreements with other governmental or nongovernmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further development of innovation in transportation for the benefit of the citizens of Minnesota.

(b) In addition to funds otherwise appropriated by the legislature, the commissioner may accept and spend funds received under any agreement authorized in paragraph (a) for the purposes set forth in that paragraph.

(c) Funds received under this subdivision must be deposited in the special revenue fund and are appropriated to the commissioner for the purposes set forth in this subdivision.

Subd. 7. [Repealed, 2014 c 227 art 1 s 23]

Subd. 8. **Electronic reports.** Notwithstanding section 3.195, subdivision 1, any legislative report required to be submitted by the commissioner may be submitted electronically.

Subd. 9. **Pilot transportation project; alternative financing and investment.** (a) The commissioner may select one pilot transportation project on the trunk highway system to implement the authority granted in this subdivision. In connection with the pilot project, the commissioner may enter into agreements with governmental or nongovernmental entities, including private and nonprofit entities, to finance or invest in the transportation project, including repayment agreements. An agreement under this subdivision is subject to (1) the availability of state money or other dedicated revenue or resources; and (2) the approval of the commissioner of management and budget.

(b) The commissioner shall submit to the chairs and ranking minority members of the house of representatives and senate committees having jurisdiction over transportation policy and finance a report detailing agreements executed under this subdivision. The listing must identify each agreement, the contracting entities, the contract amounts and duration, and any repayment requirements. The listing may be submitted electronically, and is subject to section 3.195, subdivision 1.

(c) The pilot project is subject to transportation planning, programming, and procurement requirements. Use of this subdivision must not result in the delay of any project programmed in the statewide transportation improvement program.

(d) This subdivision does not preempt any other statute or provide new toll facility authority or design-build contracting authority.

(e) Any repayment agreement under this subdivision must comply with all applicable debt and other financial policies and requirements.

Subd. 10. **Products and services; billing.** The commissioner of transportation may bill operations units of the department for costs of centrally managed products or services that benefit multiple operations units. These costs may include equipment acquisition and rental, labor, materials, and other costs determined by the commissioner. Receipts must be credited to the special products and services account, which is established in the trunk highway fund, and are appropriated to the commissioner to pay the costs for which the billings are made.

History: 1976 c 166 s 2; 1977 c 305 s 23; 1980 c 534 s 13; 1980 c 617 s 47; 1986 c 444; 1993 c 266 s 28; 1995 c 248 art 11 s 12; 1998 c 366 s 58; 1999 c 230 s 17; 2001 c 213 s 11, 12; 2008 c 204 s 42; 2008 c 287 art 1 s 67; 2009 c 101 art 2 s 109; 2010 c 350 s 4, 5; 2010 c 351 s 40; 2012 c 287 art 4 s 38; 2013 c 127 s 47; 2014 c 227 art 1 s 11, 12; 2014 c 312 art 11 s 23

Copyright © 2016 by the Revisor of Statutes, State of Minnesota. All rights reserved.

2016 Minnesota Statutes

161.20 GENERAL POWERS OF COMMISSIONER.

Subdivision 1. **Provisions of Constitution.** The commissioner shall carry out the provisions of article 14, section 2, of the Constitution of the state of Minnesota.

Subd. 2. **Property acquisition; agreements and contracts.** (a) The commissioner is authorized:

(1) to acquire by purchase, gift, or by eminent domain proceedings as provided by law, in fee or such lesser estate as the commissioner deems necessary, all lands and properties necessary in preserving future trunk highway corridors or in laying out, constructing, maintaining, and improving the trunk highway system including recreational vehicle lanes; to locate, construct, reconstruct, improve, and maintain the trunk highway system; to purchase all road material, machinery, tools, and supplies necessary for the construction, maintenance, and improvement thereof; to construct necessary buildings, or rent or acquire by purchase, gift, or condemnation, grounds and buildings necessary for the storing and housing of such material, machinery, tools, and supplies or necessary for office space for employees; to maintain, repair, or remodel such buildings as may be necessary;

(2) to acquire by purchase, gift, or condemnation, replacement sites for historically significant buildings or structures and to relocate these buildings or structures onto those sites, reconstructing and maintaining them until disposed of through public sale to the highest responsible bidder;

(3) to make agreements with any county for the relocation or reestablishment, by the county, of section, quarter section, or meander corners originally established by the United States, when such relocation or reestablishment is necessary in order to write land acquisition descriptions or by reason of the construction, reconstruction, improvement, or maintenance of a trunk highway;

(4) to contract on an equitable basis with railroad companies for the installation and reinstallation of safety devices at trunk highway-railroad grade crossings, and for the construction, reconstruction, and maintenance of bridges and approaches existing or necessary for the separation of grades at railroad and trunk highway intersections; and

(5) in carrying out duties, to let all necessary contracts in the manner prescribed by law.

(b) The commissioner may make agreements with and cooperate with any governmental authority for the purpose of effectuating the provisions of this chapter.

Subd. 3. **Trunk highway fund appropriations.** The commissioner may expend trunk highway funds only for trunk highway purposes. Payment of expenses related to Bureau of Criminal Apprehension laboratory, Explore Minnesota Tourism kiosks, Minnesota Safety Council, driver education programs, Emergency Medical Services Board, Mississippi River Parkway Commission, payments to MN.IT Services in excess of actual costs incurred for trunk highway purposes, and personnel costs incurred on behalf of the Governor's Office do not further a highway purpose and do not aid in the construction, improvement, or maintenance of the highway system.

Subd. 4. **Debt collection.** The commissioner shall make reasonable and businesslike efforts to collect money owed for licenses, fines, penalties, and permit fees or arising from damages to state-owned property or other causes related to the activities of the Department of Transportation. The commissioner may contract for debt collection services for the purpose of collecting a money judgment or legal indebtedness. The commissioner may enter into an agreement with the commissioner of public safety to use debt collection services authorized by this subdivision when civil penalties relating to the use of highways have been reduced to money judgment. Money received as full or partial payment shall be deposited to the appropriate fund. When money is collected through contracted services, the commissioner may make payment for the service from the money collected. The amount necessary for payment of contractual collection costs is appropriated from the fund in which money so collected is deposited.

Subd. 5. **Acceptance of private funds.** Notwithstanding sections 16A.013 to 16A.016, the commissioner may accept on behalf of the state, gifts, grants, or

contributions for purposes pertaining to the activities of the department. Funds received under this subdivision must be deposited in the trunk highway fund and are annually appropriated to the commissioner for the purpose for which they are given.

History: 1959 c 500 art 2 s 20; 1965 c 505 s 1; 1973 c 620 s 2; 1976 c 2 s 172; 1982 c 641 art 1 s 3; 1984 c 417 s 13; 1984 c 558 art 5 s 1; 1985 c 299 s 2; 1988 c 698 s 2; 1991 c 339 s 3; 2000 c 479 art 2 s 4; 2002 c 364 s 5; 2003 c 112 art 2 s 50; 1Sp2003 c 19 art 2 s 9; 2004 c 171 s 18; 2009 c 36 art 3 s 3; 2013 c 117 art 3 s 2; 2014 c 227 art 1 s 4

Copyright © 2016 by the Revisor of Statutes, State of Minnesota. All rights reserved.

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed **[\$000,000.00] {this is the maximum amount the State will pay to the local government through June 30, 2022. This will vary by size of local government and amount of payable work anticipated with that unit. Suggested maximums are \$1M for urban counties; \$250 for rural; \$1M for urban cities, and \$100K for rural cities. If the maximum exceeds \$1M, please attach a budget that itemizes the project costs. Delete this red verbiage when preparing contract}**
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**

The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:

15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. **Workers' Compensation**

**STATE OF MINNESOTA
AND
LE SUEUR COUNTY
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the Le Sueur County, acting through its County Board in this contract referred to as the "Local Government."

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Partnership Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
 - 1.2. A party must not accept work under this Contract until it is fully executed.
 - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.

The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. ***Terms Applicable to ALL Work Order Contracts.*** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
 - 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$250,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
 - 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
 - 7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE “MNDOT CONTRACT NUMBER” SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE “INVOICE NUMBER” ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number ##### and Invoice Number #####
(See note in 7.4.2.2. above.)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. ***Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. **Intellectual Property Rights**
 - 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. **Workers' Compensation**

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. **Publicity**

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. **Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. **Termination; Suspension**

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.

Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. **Data Disclosure**

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. **Defense of Claims and Lawsuits**

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. **Additional Provisions**

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____

Title: _____

Date: _____

By: _____

Title

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)

Title Assistant Commissioner or
Assistant Division Director

Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
0600	General Training Attended	All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT.
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).

If a source code is not on this list, a work order is needed.

C:\Users\mcgilltay\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\11GPM1KX\Exhibit A - Table of Technical Services 04-20-2017 SJB .xlsx

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
1738	State Project - Specific Materials Inspection	Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1800	Field Inspection	Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests and collecting and transporting samples for lab tests, but not the actual laboratory verifications.
1870	Traffic Signal Maintenance	This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.

If a source code is not on this list, a work order is needed.

C:\Users\mcgill1\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\11GPM1KX\Exhibit A - Table of Technical Services 04-20-2017 SJB .xlsx

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2822	Miscellaneous Bridge Maintenance	This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.

If a source code is not on this list, a work order is needed.

C:\Users\mcg11tay\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\11GPM1KX\Exhibit A - Table of Technical Services 04-20-2017 SJB .xlsx

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.

If a source code is not on this list, a work order is needed.

C:\Users\mcg11tay\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\11GPM1KX\Exhibit A - Table of Technical Services 04-20-2017 SJB .xlsx

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the County of Le Sueur enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Board.
2. That the proper County officers are authorized to execute such contract, and any amendments thereto.
3. That the County Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the County Engineer may execute such work order contracts on behalf of the County of Lesueur without further approval by this Board.

Approved this 16th day of May, 2017.

Attest:

By: _____

Title: _____

Date: _____

Sample Resolution (Rev. 07/25/12)