

#### LE SUEUR COUNTY BOARD OF COMMISSIONERS MEETING AGENDA May 15, 2018

- 9:00 a.m. Agenda and Consent Agenda
   RE: May 1, 2018 Minutes and Summary Minutes
   RE: 3.2 Liquor License for St. Thomas Sportsman's Club
   RE: 3.2 Liquor License for Best Point Resort
   RE: April 2018 Transfers
- 2. 9:05 a.m. Claims (5 min)
- 3. 9:10 a.m. Human Services (35 min.)
- 4. **9:45 a.m. Mike Wiese and Barry Lafreniere, Adolfson & Peterson (30 min)** RE: Justice Center Bid Package #2 Award Recommendations
- 5. **10:15 a.m. Bill Coleman (1 hour)** RE: Broadband Presentation
- 6. **11:15 a.m. Brett Mason, Sheriff (10 min)** RE: ATV RE: Squad Installations for 2018 RE: MCIT
- 7. **11:25 a.m. Human Resources (10 min)**
- 8. **11:35 a.m. Dolly Rye (15 min)** RE: Miller Lane

- 9. **11:50 a.m. Darrell Pettis, County Administrator** RE: MnDOT Purchases RE: Out of State Travel Request
- 10. **Commissioner Committee Reports**
- 11. Future Meetings
- 12. Highway Work Session



# Le Sueur County, MN

## Tuesday, May 15, 2018 Board Meeting

# ltem 1

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

RE: May 1, 2018 Minutes and Summary Minutes

RE: 3.2 Liquor License for St. Thomas Sportsman's Club

RE: 3.2 Liquor License for Best Point Resort

RE: April 2018 Transfers

Staff Contact:

#### Minutes of Le Sueur County Board of Commissioners Meeting May 1, 2018

The Le Sueur County Board of Commissioners met in regular session on Tuesday, May 1, 2018 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Lance Wetzel, John King and Steve Rohlfing. Joe Connolly and Dave Gliszinski were excused. Also present were County Administrator Darrell Pettis and County Attorney Brent Christian.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved the agenda for the business of the day.

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

• Approved the April 24, 2018 County Board Minutes and Summary Minutes

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved the claims for Human Services:

Financial: \$28,858.36 Soc Services: \$142,232.48

Amy Beatty with Environmental Services appeared before the Board with one item for approval

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved the 2018 - 2019 Solid Waste Licenses and the City Composting/Recycling Facilities as follows:

City Composting Facilities-waive the licensing fee, insurance and bonding requirements.

- 1. City of Cleveland
- 2. City of Le Center
- 3. City of Le Sueur
- 4. City of Montgomery
- 5. City of St. Peter paid the \$200 licensing fee.

City Recycling Facilities-waive the licensing fee and bonding requirement.

1. City of Le Center

**Township Recycling Facilities** 

1. Waterville Township

Collection and Transportation of Solid Waste License

- 1. City of Le Center- 1 truck-waive the licensing fee and bonding requirement
- 2. Hansen Sanitation, Inc.-Kasota, MN-5 Trucks-\$225.00 (approval contingent on providing the permit fee)
- 3. Lakers New Prague Sanitary, Inc-New Prague, MN-4 Trucks-\$190.00
- 4. LJP Enterprises, Inc-St Peter, MN-13 Trucks-\$505.00

- 5. Waste Management of Minnesota Mankato, MN 27 Trucks \$960.00
- 6. West Central Sanitation Willmar, MN 3 Trucks \$155.00

**Recycling Facilities** 

- 1. Barnett Brothers, Inc-Kilkenny, MN \$200.00
- 2. Fessel's Wood Recycling Services, LLC Waterville, MN -\$200.00
- 3. Hansen Recycling and Transfer Station Kasota, MN \$200.00 (approval contingent on providing the permit fee)
- 4. Selly Excavating, Inc-Le Center, MN-\$200.00
- 5. Waste Management of Minnesota Mankato, MN \$200.00 (approval contingent on providing the performance bond)

Transfer Station

1. Waste Management of Minnesota - Mankato, MN - \$675.00

Cindy Westerhouse, HR Director appeared before the Board with several items for discussion and approval.

The Le Sueur County Board of Commissioners and the Employee Recognition Committee would like to recognize the following employees on their significant length of service with Le Sueur County.

Sue Holicky Tricia Krueger Deb Blaschko	Public Health Human Services Public Health	25 years 20 years 20 years
Mary Jo O'Malley Ann Sunderman	Attorney's Office Human Services	20 years 15 years
Teri Hopkins	Human Services	10 years
Lynae Grunzke	Public Health	10 years
Carol Walburn	Public Health	10 years
Jeff Gilhousen	Sheriff's Office	10 years
Audrey Krenik	Human Services	10 years
Stacey Beil	Human Services	10 years
Brad Smith	Sheriff's Office	5 years
Andrew Nicolin	Public Health	5 years
Kelly Hughes	Public Health	5 years
Josh Overmohle	Sheriff's Office	5 years
Julie Factor	Recorder's Office	5 years

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to hire Anna Schwichtenberg as a full time Office Support Specialist Senior in Human Services, as a Grade 4, Step 1 at \$18.12 per hour, effective May 16, 2018.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved the 2018 Le Sueur County Employee Safety Handbook.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved to increase the non-union comp time accrual maximum from 40 to 80 hours.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved the request from employee 1876 to receive vacation donations and to request vacation donations from employees.

Mike Wiese and Barry Lafreniere appeared before the Board with numerous Justice Center bid awards for discussion and approval.

The following bids were submitted for Commissioning Agent Services for the Justice Center:

Dunham Engineering	\$89,500
EDI	\$69,850
Halberg Engineering	\$62,000
Karges-Faulconbridge	\$99,950
McKinstry	\$55,500

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to award the Commissioning Agent contract to McKinstry in the amount of \$55,500.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved the request by Innovative Building Concepts, LLC to rescind their bid for BP2 - 07B.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved to award the contract for BP2 - 07B to Schwickert's Tecta America, LLC in the amount of \$174,353.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to award the contract for BP2 - 07C to Henkemeyer Coatings, Inc. in the amount of \$43,296.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to award the contract for BP2 - 07E to Superl, Inc. in the amount of \$198,000.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved to award the contract for BP2 - 09C to Twin City Acoustics, Inc. in the amount of \$265,580.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved to award the contract for BP2 - 09F to Steinbrecher Painting Company in the amount of \$304,000.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to award the contract for BP2 - 11A to Tierney Brothers, Inc. in the amount of \$394,001.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved to award the contract for BP2 - 11C to Plexus Company, dba Cullinex in the amount of \$223,749.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to award the contract for BP2 - 21A to LVC Companies, Inc. in the amount of \$337,700.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved to award the contract for BP2 - 32A to Crane Creek Asphalt in the amount of \$131,806.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved to award the contract for BP2 - 32B to Curb Masters, Inc. in the amount of \$182,000.

Josh Mankowski, Planning & Zoning Administrator appeared before the Board with several items for approval and discussion.

On motion by Rohlfing, seconded by King and unanimously approved via roll call 3-0 with Connolly and Gliszinski absent, the Board approved a Conditional Use Permit to Matt Margenthaler & Dawn Fazio, North Mankato, MN, (Applicant\Owner) to allow grading, excavating, and filling of approximately 20.4 cubic yards of material in the shore impact zone to include approximately 18 cubic yards in the bluff for removal of an After-The-Fact retaining wall and construction of a riprap shoreland restoration project in a Recreational Residential "RR" District, on a Recreational Development "RD" lake, Lake Francis. Property is located at Lot 12, Muellerleile Subdivision, Section 33, Elysian Township. The application was approved with the following condition and findings are on file at the Planning and Zoning Office:

1. Plant deep rooted Minnesota native vegetation within the riprap. The vegetation will provide more stability and reduce soil erosion within the Shore Impact Zone and Bluff.

On motion by King, seconded by Rohlfing and unanimously approved via roll call 3-0 with Connolly and Gliszinski absent, the Board approved a Conditional Use Permit to Denise & David Peters, St Peter, MN, (Applicant\Owner) to allow grading, excavating and filling of approximately 134 cubic yards of material within the bluff impact zone, and less than 1 cubic yard within the bluff to replace a single-family dwelling in a Urban/Rural Residential "R1" District. Property is located in the Lots 9 & 10, River View Heights Subdivision, Section 2, Kasota Township. The application was approved with no conditions and findings are on file at the Planning and Zoning Office.

Josh also gave VRBO, SULP Fund and Nuisance Control updates.

Pam Simonette appeared before the Board with one item for approval.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved and authorized the Board Chair to sign a Resolution Authorizing Sponsorship of Trails Operated by the Le Sueur County Snow Trails, Inc.

Holly Kalbus with Environmental Services appeared before the Board with several items for discussion and approval.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved the use of \$3,190.50 of gravel tax funds for the Olson Shoreline Restoration Project.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved and authorized the County Administrator to sign a Water Quality Monitoring Equipment and Service Purchase Agreement between Le Sueur County and the Le Sueur County Soil & Water Conservation District.

Matt Summers with WENCK appeared before the Board to present the FRST Inventory Report.

Dave Tiegs, Highway Engineer appeared before the Board with two items for consideration.

The following bids were received for SAP 040-605-009:						
Chard - Belle Plaine, MN \$1,412,924						
Central Specialties - Alexandria, MN	\$1,524,380.08					
Crane Creek Asphalt – Faribault, MN	\$1,399,957.41					
Wm Mueller & Sons – Hamburg, MN	\$1,357,914.22					
Max Johnson Trucking \$1,333,514						

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved to award the bid for SAP 040-605-009 to Max Johnson Trucking in the amount of \$1,333,514.36.

The following bids were received for	the 2018 Maintenance Striping:
AAA Striping – St. Michael, MN	\$138,409.50
Traffic Marking – Maple Lake, MN	\$145,604.10

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to award the bid for 2018 Maintenance Striping to AAA Striping in the amount of \$138,409.50.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved the County Road 104 Right of Way Plat No. 2.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved the trade-in of a 2000 Towmaster T50 trailer and purchase of a 2017 Towmaster T14-T trailer from Titan Machinery for a total amount of \$7,914.15.

Sheriff Brett Mason appeared before the Board with one item for approval.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved and authorized the Board Chair and County Administrator to sign a 2017 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement.

County Administrator Darrell Pettis appeared before the Board with a TRUE Transit update.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved for the County to purchase transit tokens from VINE to offer for resale at the Courthouse to the public.

#### **Commissioner Committee Reports:**

Commissioner Rohlfing attended a LCDS and Park Board meetings.

Commissioner Wetzel attended a LCDS meeting.

On motion by Rohlfing, seconded by King and unanimously approved, the following claims were approved for payment:

Warrant #	Vendor Name	Amount
49736	Ag Partners Coop	\$ 2,676.23
49744	Bolton & Menk Inc.	\$ 10,857.50
49775	MN Dept of Transportation	\$ 8,799.94
49782	Nuss Truck & Equipment	\$ 3,383.14
49789	Robinson Appraisal & Assoc. Inc.	\$ 6,450.00
49794	Schmahl Construction LLC	\$ 7,265.00
49795	S.E.H. Inc.	\$ 19,722.15
49800	S.M.C. Co. Inc.	\$ 8,049.88
49806	Summit	\$ 8,526.89
49808	Syntax Inc.	\$ 4,720.00
49818	VINE Faith in Action	\$ 8,787.26
81 Claims paid le	ess than \$2,000.00:	\$ 27,223.80
1	nore than \$2,000.00:	\$ 89,237.99

#### 92 Total all claims paid:

On motion by Rohlfing, seconded by King and unanimously approved, the Board adjourned until Tuesday, May 15, 2018 at 9:00 a.m.

#### ATTEST:

Le Sueur County Administrator

Le Sueur County Chairman

\$116,461.79

#### Summary Minutes of Le Sueur County Board of Commissioners Meeting, May 1, 2018

•This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.

•Approved the agenda. (King-Rohlfing)

•Approved the consent agenda. (Rohlfing-King)

•Approved Human Services claims: Financial \$28,858.36 and Soc Services \$142,232.48 (King-Rohlfing)

•Approved the 2018 - 2019 Solid Waste Licenses and the City Composting/Recycling Facilities. (Rohlfing-King)

•Approved to hire Anna Schwichtenberg in Human Services. (King-Rohlfing)

•Approved the 2018 Le Sueur County Employee Safety Handbook.(King-Rohlfing)

•Approved to increase the non-union comp time accrual maximum from 40 to 80 hours.(Rohlfing-King)

• Approved employee 1876 to request and receive vacation donations from employees. (Rohlfing-King)

•Approved to award the Commissioning Agent contract to McKinstry in the amount of \$55,500. (King-Rohlfing)

•Approved the request by Innovative Building Concepts, LLC to rescind their bid for BP2 - 07B. (Rohlfing-King)

•Approved to award the BP2 - 07B contract to Schwickert's Tecta America, LLC for \$174,353. (Rohlfing-King)

•Approved to award the BP2 - 07C contract to Henkemeyer Coatings, Inc. for \$43,296. (King-Rohlfing)

•Approved to award the BP2 - 07E contract to Superl, Inc. for \$198,000. (King-Rohlfing)

•Approved to award the BP2 - 09C contract to Twin City Acoustics, Inc. for \$265,580. (Rohlfing-King)

•Approved to award the BP2 - 09F contract to Steinbrecher Painting Company for \$304.000.(Rohlfing-King)

•Approved to award the BP2 - 11A contract to Tierney Brothers, Inc. for \$394,001. (King-Rohlfing)

•Approved to award the BP2 - 11C contract to Plexus Company, dba Cullinex for \$223,749. (Rohlfing-King)

•Approved to award the BP2 - 21A contract to LVC Companies, Inc. for \$337,700. (King-Rohlfing)

•Approved to award the BP2 - 32A contract to Crane Creek Asphalt for \$131,806. (Rohlfing-King)

•Approved to award the BP2 - 32B contract to Curb Masters, Inc. for \$182,000. (Rohlfing-King)

•Approved a Conditional Use Permit to Matt Margenthaler & Dawn Fazio with conditions and findings are on file at the Planning and Zoning Office. (Rohlfing-King)

•Approved a Conditional Use Permit to Denise & David Peters and findings are on file at the Planning and Zoning Office. (King-Rohlfing)

•Approved a Resolution Authorizing Sponsorship of Trails Operated by the Le Sueur County Snow Trails, Inc. (Rohlfing-King)

•Approved the use of \$3,190.50 of gravel tax funds for the Olson Shoreline Restoration Project. (Rohlfing-King)

•Approved a Water Quality Monitoring Equipment and Service Purchase Agreement. (King-Rohlfing)

•Approved to award the bid for SAP 040-605-009 to Max Johnson Trucking for \$1,333,514.36. (Rohlfing-King)

•Approved to award the bid for 2018 Maintenance Striping to AAA Striping for \$138,409.50. (King-Rohlfing)

•Approved the County Road 104 Right of Way Plat No. 2. (Rohlfing-King)

•Approved the trade-in of a 2000 trailer and purchase of a 2017 trailer from Titan Machinery. (Rohlfing-King)

•Approved a 2017 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement. (Rohlfing-King)

•Approved to purchase transit tokens for resale at the Courthouse to the public. (King-Rohlfing)

•The following claims were approved for payment. (Rohlfing-King) Amount

Warrant # Vendor Name

49736	Ag Partners Coop	\$	2,676.23
49744	Bolton & Menk Inc.	\$	10,857.50
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49818	VINE Faith in Action	\$	8,787.26
81 Claims pa	aid less than \$2,000.00:	\$	27,223.80
11 Claims pa	aid more than \$2,000.00:	\$	89,237.99
92 Total all o	claims paid:	\$1	16,461.79
•Adjourned	until Tuesday, May 15, 2018 at 9:00 a.m	.(Rohlf	fing-King)
ATTEST:			/
Le Sueur Co	unty Administrator		

Le Sueur County Administrator Le Sueur County Chairman

## April, 2018 Transfers

#1694	Transfer 34,769.21 from Road & Bridge to Ditch
	(Various Ditch Liens)

- #1695 Transfer 1,024.65 from Revenue(Park) to Ditch (Ditch #48 Lien)
- #1696 Transfer 3,415.00 from Agency to Revenue (April Landshark)



# Le Sueur County, MN

Tuesday, May 15, 2018 Board Meeting

Item 2

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

Staff Contact:



# Le Sueur County, MN

Tuesday, May 15, 2018 Board Meeting

Item 3

## 9:10 a.m. Human Services (35 min.)

Staff Contact:



e Sueur Department of Human Services

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057-1646 FAX 507-357-6122 507-357-2251

Human Services Board Agenda May 15, 2018 @ 9:10 a.m.

#### 100- INFORMATION/PRESENTATIONS:

110 - Marni Pearson, Agency Social Worker, is the recipient of • the "Connection of Excellence" Award for May by MRCI



120 - May is Mental Health Month Presentation

#### 200- CHARTS/GRAPHS:

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
  - 231- Social Services Team
    - 232- Child Services Team
      - 232.1- Out of Home Placement Report
      - 232.2- In-Home Family Therapy Report;
    - 233- Behavioral Health Team

#### 300- BOARD APPROVAL ITEMS:

- 310 South Central Community Based Initiative Joint Powers Board Agreement
- 320 Commissioner's Warrants



#### SOUTH CENTRAL COMMUNITY-BASED INITIATIVE JOINT POWERS AGREEMENT

#### ARTICLE 1 ENABLING AUTHORITY AND PURPOSE

- 1.1 Minnesota Statutes § 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties. Minnesota Statute Chapter 245 provides that counties may provide adult mental health services. The signatories to this Agreement ("Party" or "Parties") are political subdivisions of State of Minnesota or other entities authorized by law to enter this Agreement; and
- 1.2 The purpose of this Agreement is to establish the South Central Community-Based Initiative ("SCCBI") in order to provide for the joint exercise of the Parties' powers. The joint exercise of the Parties' powers pursuant to this agreement is intended to supplement and complement, but not supplant, the Parties' joint and individual powers of planning, coordination, and costs incurred on issues relative to:
  - 1.2.1. Providing services to persons with mental illness in the most clinicallyappropriate, person-centered, least restrictive, and cost-effective ways.
  - 1.2.2. Providing other similar or related services and programs as determined by the Joint Powers Board ("Board").
  - 1.2.3. Establishing procedures to add qualifying Parties to this Agreement.
  - 1.2.4. Establishing a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.
  - 1.2.5. Achieving the overall goal of South Central Community-Based Initiative, which is for consumers is to ensure that persons experiencing serious and persistent mental illness receive services:

#### ARTICLE 2 MEMBERSHIP

In consideration of the mutual promises and Agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59 and Minnesota Chapter 245, the following Parties shall be the initial members of the SCCBI:

Blue Earth County Brown County Faribault County Martin County

Freeborn County LeSueur County Nicollet County Rice County Sibley County Watonwan County

#### ARTICLE 3

#### JOINT POWERS GOVERNING BOARD

- 3.1. <u>Governing Board</u>. The governing body of the SCCBI shall be its Board. Each Party shall be entitled to appoint one Board Member and may appoint an Alternate. The Board Member need not be an elected member of the Governing Board of the Party but must be an agent or employee of the Party. Each Board Member shall be entitled to one vote. An Alternate may attend the Board meeting(s) and vote in the absence of the Board Member.
- 3.2 <u>No Compensation</u>. Board Members and Alternates shall serve without compensation from SCCBI, but this shall not prevent a Member from providing compensation for its Board Member or Alternates, if such compensation is authorized by such Parties governing board and by law. Board Members shall not be employees of SCCBI.
- 3.3. <u>Terms</u>. Board Members and Alternates shall be appointed to serve until their successors are appointed or until such time as they are no longer employed by or serving as an official of the Party to this Agreement. Any Board Member or Alternate shall be subject to removal by the governing body of the Party appointing him/her, at any time. A vacancy of a Board Member or Alternate shall be filled by the governing body of the Party who appointed the Board Member or Alternate.
- 3.4. <u>Notice of Appointment</u>. When the Party's governing body appoints a Board Member or an Alternate, it shall give notice of such appointment to SCCBI in writing. Such notice shall include the mailing address, e-mail address and phone number of any person so appointed. The contact information shown on such

SCCBI Joint Powers Agreement Effective 2018

notices may be used as the official names and addresses for the purposes of giving any notice required by this Agreement or by the Bylaws of SCCBI.

- 3.5 <u>Officers</u>. The Board shall elect a Chair and Vice Chair from its membership.
- 3.6 <u>Bylaws</u>. The Board shall adopt and follow such Bylaws as may be appropriate and consistent with this Agreement and law. Bylaws shall be adopted by and amended by a two-thirds (2/3) majority of the Board after service by mail to the Chairs of the governing boards of all Parties at least 21 days prior to adoption.
- 3.7 <u>Quorum</u>. A majority of the membership of the Board shall constitute a quorum. Unless otherwise specified in this Agreement or law, a majority of the quorum shall decide all matters before the Board.

#### ARTICLE 4 POWERS AND DUTIES OF THE JOINT POWERS BOARD

- 4.1 <u>General Powers</u>. The Board shall take such action as it deems necessary and proper to accomplish the purposes of the SCCBI and any other action necessary and incidental to the implementation of said purpose or action. The Board is authorized to exercise such authority and powers common to the Parties as are necessary and proper to fulfill its purposes and perform its duties, but shall have no authority to issue bonds.
- 4.2 <u>Approval of Expenses</u>. The SCCBI Board shall approve all expenditures and may disburse funds in a manner that is consistent with this Agreement and with the method provided by law for the disbursement of funds. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law.
- 4.3 <u>Financial Reports</u>. A report of all receipts and disbursements shall be forwarded to the Parties monthly, and shall be provided to the Minnesota Department of Human Services as often as may be requested.
- 4.4 <u>Fiscal Agent</u>. The Board may appoint any of its member Parties to act as fiscal agent to provide all budgeting and account services necessary or convenient for the Board. The chief financial officer of the Party so selected shall act as financial officer for the Board and shall draw warrants to pay demands against the Board when the demands have been approved by the Board. The fiscal agent shall ensure the strict accountability of all funds and accurate reporting of all receipts

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and reimbursements. All funds shall be accounted for according to generally accepted accounting principles.

- 4.5 <u>Annual Budget</u>. The Board shall develop a proposed annual operating budget, which shall describe projected income and expenditures, no later than August 31, copies of which shall be provided to the County Auditors of the Parties. The final annual budget shall be approved by January 1 and shall be filed with the County Auditors of the Parties and the Department of Human Services. Upon approval of the final budget, the annual financial obligation of a Party to SCCBI shall not be increased without the consent of the Party's governing board.
- 4.6 <u>Financial Rules</u>. Any additional rules concerning the financing of the SCCBI and the disbursement of funds may be adopted by the Board providing they are not inconsistent with the provisions contained in this Agreement or state statutes.
- 4.7 <u>Fiscal Year</u>. The fiscal year of the SCCBI shall be January 1 through December 31.
- 4.8 <u>Employees</u>. The Board may hire or authorize the hiring of such staff, as it sees fit, and shall be the employer of all employees of SCCBI. The Board shall hire and appoint a Regional Mental Health Manager who shall be responsible for the overall administration of the SCCBI and carrying out the day-to-day operations. The Board may adopt such personnel policies as it shall deem appropriate.
- 4.9 <u>Grants</u>. The Board may accept grants and administer grants on behalf of itself and Parties to this Agreement.
- 4.10 <u>Gifts</u>. The Board may accept any gift provided for SCCBI operations as provided in Minnesota Statutes.
- 4.11 <u>Contracts</u>. The Board may enter into contracts, leases or agreements whenever the Board shall deem such action to be advisable. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law.
- 4.12 <u>Insurance</u>. The Board shall obtain auto insurance as required by law, and may obtain such other insurance it deems necessary, including liability and property, to indemnify SCCBI, the Board and Parties for actions of the Board and its members arising out of this Agreement, and subject to Article 6.

SCCBI Joint Powers Agreement Effective 2018

- 4.13 <u>Meetings</u>. Meetings of the Board shall be held in accordance with the Minnesota Open Meeting law, Minnesota Chapter 13D.
- 4.14 <u>Principal Location</u>. The Board shall maintain its principal and legal office in Mankato, Minnesota Blue Earth County and may establish offices in other Member Counties as it may be deemed appropriate.
- 4.15 <u>Books and Records</u>. The books and records, including minutes and the original fully executed Joint Powers Agreement shall be subject to the provisions of Minnesota Statutes Chapters 13 and 13D and Minn. Stat. § 16C.05, Subd. 5. They shall be maintained at its principal office in Mankato, Minnesota Blue Earth County.
- 4.16 <u>Member Services</u>. The Board may establish a method of allocating charges to Parties based upon the level of services provided or by population, consistent with the terms of the applicable grants and the allocation of staff.

#### ARTICLE 5 FACILITIES, EQUIPMENT AND PROPERTY

- 5.1 The parties shall provide facilities, furniture, and equipment within their County for the provision of services under this agreement, unless SCCBI enters into a separate lease. Any furniture or other property provided by a Party shall remain the property of the Party in the event of dissolution or withdrawal.
- 5.2 The Parties agree to ensure that the facilities will provide for the confidential operation of services and staffing needs.
- 5.3 The SCCBI shall only be responsible for insuring property owned by the SCCBI. Furniture, buildings, equipment and other assets owned by the Parties will not be insured by the SCCBI.

#### ARTICLE 6 INDEMNIFICATION AND HOLD HARMLESS

6.1. The SCCBI shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. SCCBI shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.

SCCBI Joint Powers Agreement Effective 2018

- 6.2. The SCCBI shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses because of the action or inaction of the Board and/or employees and/or the agents of the SCCBI. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.
- 6.3 To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- 6.4 The Parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.
- 6.5 Under no circumstances shall a Party be required to pay, on behalf of itself or other parties, any amount in excess of the limits of liability established in Minn. Stat. Chapter 466, applicable to any third-party claim or action. The statutory limits of liability for some, or all, of the Parties may not be added together or stacked to increase the maximum amount of liability for any third-party claim or action.

#### ARTICLE 7 COUNTY PROCEDURE TO JOIN

- 7.1 If an eligible entity wishes to join the SCCBI, it may make written application to the Board no later than July 1 of the year prior to membership becoming effective January 1. The application shall consist of a Board resolution containing language to indicate full acceptance of the contents of this Agreement.
- 7.2 The applying entity shall formally submit the adopted Board resolution under cover to the SCCBI Board Chair and Vice Chair for distribution to the Board. The Board shall meet to review the application.
- 7.3 The application to join shall be voted on by the individual governing boards of the Parties. Upon a two thirds (2/3) approval of the Parties who have not given a notice to withdraw pursuant to Article 8, the request to join will be approved. The

SCCBI Joint Powers Agreement Effective 2018

SCCBI Chair or designee will notify the Chair of the entity seeking to join of the decision.

7.4 At the time of application, the entity applying for membership shall have access to all budget and financial information, including the last audit report, regarding the SCCBI.

#### ARTICLE 8 RIGHT TO WITHDRAWAL

- 8.1 A Party may withdraw from this Agreement by adopting a resolution which specifically contains language of its "Notice to Withdraw." The withdrawing Party's governing board's resolution shall be submitted under cover letter and sent via certified mail to each Party to this Agreement and the Chair, Vice Chair and Regional Mental Health Manager of SCCBI. The Notice must be received by October 1 to be effective December 31. Withdrawal may occur at an earlier time by agreement of a two-thirds (2/3) majority vote of the non-withdrawing Parties on the Board and the withdrawing Party.
- 8.2 If any Party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining parties. Notwithstanding a Party's authority to withdraw, this Agreement and the Board created hereby shall continue in force until the Agreement is terminated pursuant to Article 9.
- 8.3 Following its withdrawal from this Agreement, the withdrawing Party shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other member counties and SCCBI. The withdrawing Party shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its intent to withdraw.
- 8.4 All property and records of SCCBI shall be returned by the withdrawing Party. The withdrawing Party may retain copies of public data at its expense.
- 8.5 The withdrawing Party shall not be entitled to a refund of fees paid to the SCCBI prior to the effective date of withdrawal.
- 8.6 The Parties continuing this Agreement and the Joint Powers Board created hereby shall indemnify, defend, and hold harmless any withdrawing Party who has withdrawn in accordance with the terms of this Agreement.

SCCBI Joint Powers Agreement Effective 2018

8.7 Notwithstanding Article 3, upon notice of withdrawal being served pursuant to §7.1, the Board member and Alternate of the withdrawing member county shall no longer have voting rights on the Board.

#### ARTICLE 9 TERMINATION

- 9.1 This Agreement is effective the 1st day of June 2018 and replaces and supersedes all prior agreements between the parties with respect to the powers and duties expressed herein.
- 9.2 This Agreement shall be effective with respect to a Party upon approval of its governing body and the signature of the official with authority to bind the entity. This Agreement shall be in effect only with respect to the Parties who have approved and signed it.
- 9.3 This Agreement continues in force until terminated by the respective governing boards of the two-thirds (2/3) of the Parties who have not given a notice to withdraw.
  - 9.3.1 A Party which has given notice of withdrawal or who as withdrawn in a previous year shall not be counted under this subsection.
- 9.4 <u>Effects of Termination</u>. Termination shall not discharge any liability incurred by the Board or SCCBI during the term of the Agreement. Financial obligations of SCCBI shall continue until discharged by law.
- 9.5 <u>Winding-up and Distribution</u>. Upon termination of this Agreement, SCCBI shall be dissolved. The Board shall continue to exist after dissolution as long as necessary to wind-up and conclude the affairs subject to this Agreement. After payment of all claims and expenses, any surplus shall be distributed in accordance with grantor agreement of the State of Minnesota or otherwise in proportion to the total population of the counties that are Parties to the Agreement as reported by the most recent census. Any distribution or unused fund or surplus property would go only to those Parties who were Parties as of the effective date of the termination of this Agreement

#### ARTICLE 10 GOVERNING LAW, FINALITY, SEVERABILITY

10.1 <u>Governing Law</u>. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the

SCCBI Joint Powers Agreement Effective 2018

terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.

- 10.2 <u>Severability.</u> The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 10.3 <u>Reservation of Authority</u>. All responsibilities not specifically set out to be jointly exercised by the Board under this agreement are hereby reserved to the parties and each of them. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide the services contemplated for this Agreement.
- 10.4 <u>Final Agreement</u>. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement
- 10.5 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Fully executed copies shall be provided to all Parties.

IN **WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Each Party must complete the following. An original of each Party's execution of the Agreement should be attached to the Agreement and remain in a permanent file.

Approved as to form and execution:

COUNTY OF	Le Sueur	
-----------	----------	--

County Attorney/Date

By:	

Chair of Board

Date of Signature:

Attest:

t: \_\_\_\_\_ Clerk of Board

SCCBI Joint Powers Agreement

Effective 2018



# Le Sueur County, MN

## Tuesday, May 15, 2018 Board Meeting

# Item 4

# 9:45 a.m. Mike Wiese and Barry Lafreniere, Adolfson & Peterson (30 min)

RE: Justice Center Bid Package #2 Award Recommendations

Staff Contact:



May 11, 2018

Le Sueur County Board of Commissioners 88 S Park Ave Le Center, MN 56057

#### RE: Le Sueur County Justice Center and Jail – BP2 Contract Award Recommendations (ROUND #3)

Dear Commissioners:

In continuation of AP's post-bid interviewing and reporting with the solicited Bid Package #2 (BP2) work scopes for the Justice Center project, AP is concluding our award recommendations for your approval. Based upon our review of the bids received, AP recommends that the following contract awards be made:

-	BP2 - 08A	American Door Works	\$ 44,653
-	BP2 - 09B & 09D	Superset Stone & Tile	\$ 640,000
-	BP2 - 09E	WL Hall Company	\$ 24,672
-	BP2 - 09G	Twin City Tile & Marble	\$ 20,000
-	BP2 - 10A	Albrecht Sign Company	\$ 33,443
-	BP2 - 10B	Hufcor, Inc.	\$ 14,922
-	BP2 - 10C	Mid-America Business Systems	\$ 20,034
-	BP2 - 11B	BDS Laundry	\$ 21,159
-	BP2 - 12A	CE Contract	\$ 10,975
-	BP2 - 32C	* Peterson Companies	\$ 259,404
-	BP2 - 32D	Action Fence	\$ 22,800

\* Per the attached, the low bid BP2-32C Contractor (Mankato Landshapes) requests to rescind... moving to the next qualified low base bid would award to Peterson Companies.

Upon your approval, AP will assist the County in issuing contracts to the companies indicated above.

Sincerely,

With anos

Mike Wiese, Project Manager

Adolfson & Peterson Construction d 952.417.8367 | m 612.490.4489 mwiese@a-p.com

APPROVED BY LE SUEUR COUNTY: \_

DATE:

Adolfson & Peterson Construction 6701 West 23rd Street | Minneapolis, MN 55426 p 952.544.1561 | f 952.525.2333 | www.a-p.com

we exist to build a better tomorrow

	Le Sueur County Justice Center Bid Package #2 April 12, 2018 @ 2:00 p.m.													
	Work Scope	Bid Bond Y/N	Add 1	enda 2		Bids	<b>Alt. #1</b> Add PV System	Alt. #2 Add Irrigation	<b>Alt. #3</b> Ballasted EPDM	1 / SF		Unit Prices 3 / SY	s 4 / EA	5 / EA
Bidder #1 Bidder #2 Bidder #3	04B – Masonry TCR Enterprises, Inc. dba J&K Masonry Gresser Companies, Inc. Northland Concrete & Masonry Company, LLC Number of Bids Budget Low Bid Average Bid Low Bid Variance (-) / + Average Bid Variance (-) / +	Y Y Y	x x x	x x		1,312,000 1,757,000 1,877,650 3 1,231,420 1,312,000 1,648,883 80,580 417,463				\$ 62.00 \$ 61.00 \$ 93.00				
Bidder #1 Bidder #2 Bidder #3	05B – Miscellaneous Metals Thurnbeck Steel Fabrication, Inc. D&M Iron Works, Inc. Standard Iron & Wire Works, Inc. Number of Bids Budget Low Bid Average Bid Low Bid Variance (-) / + Average Bid Variance (-) / +	Y Y Y	x x x	Х	\$ \$ \$ \$ \$ \$ \$ \$	529,008 662,000 995,391 3 325,000 529,008 728,800 204,008 403,800								
Bidder #1 Bidder #2	06A – General Trades RTL Constructoin, Inc. Sieco Construction, Inc. Number of Bids Budget Low Bid Average Bid Low Bid Variance (-) / +	Y Y	x x	x x	\$ \$ \$ \$ \$ \$	1,146,000 1,545,000 2 815,000 1,146,000 1,345,500 331,000							\$ 200 \$ 300	

			Bid F	Pack	age	tice Center #2 :00 p.m.								
	Work Scope	Bid Bond Y/N	Add 1	enda 2		Bids	Alt. #1 Add PV System	Alt. #2 Add Irrigation	Alt. #3 Ballasted EPDM	1 / SF	2 / SY	Unit Prices 3 / SY	5 4 / EA	5 / EA
	06B – Finish Carpentry & Architectural Woodwork													
Bidder #1	Aaron Carlson Corporation	Y	Х	Х	\$	985,908								
Bidder #2	Northwest Cabinets, Inc.	Y	Х	х	\$	1,006,464								
Bidder #3	Siewert Cabinet and Fixture Mfg., Inc.	Y	Х	х	\$	1,164,606								
	Number of Bids					3								
	Budget				\$	950,000								
	Low Bid				\$	985 <i>,</i> 908								
	Average Bid				\$	1,052,326								
	Low Bid Variance (-) / +				\$	35,908								
	Average Bid Variance (-) / +				\$	102,326								
	07A – Roofing													
Bidder #1	Gag Sheet Metal, Inc.	Y	х	Х	\$	593,300			\$ (59,300.00)					
Bidder #2	Schwickert's Tecta America LLC	Y	Х	Х	\$	796,850			\$ (62,495.00)					
Bidder #3	John A. Dalsin & Son, Inc.	Y	х	Х		839,000			\$ (46,666.00)					
Bidder #4	Flynn Midwest, LP	Y	Х	Х	\$	862,224			No Bid					
	Number of Bids					4								
	Budget				\$	630,000								
	Low Bid				\$	593 <i>,</i> 300								
	Average Bid				\$	772,844								
	Low Bid Variance (-) / +				\$	(36,700)								
	Average Bid Variance (-) / +				\$	142,844								
	07B – Metal Wall Panels													
Bidder #1	Innovative Building Concepts LLC	Y	х	х	\$	147,850								
Bidder #2	Schwickert's Tecta America LLC	Y	Х		\$	174,353								
Bidder #3	Divivisoin V Sheet Metal, Inc.	Y	Х	Х		181,835								
Bidder #4	Specialty Systems, Inc.	Y	х	Х	\$	191,300								
Bidder #5	SGH Redglaze Holdings, Inc.	Y	Х	Х	\$	193,839								
Bidder #6	Progressive Building Systems, Ltd.	Y	х	Х	\$	195,000								
Bidder #7	Atomic Architectural Sheet Metal, Inc.	Y	х	Х	\$	212,000								
	Number of Bids					7								
	Budget				\$	135,000								
	Low Bid				\$	147,850								
	Average Bid				\$	185,168								
	Low Bid Variance (-) / +				\$	12,850								
	Average Bid Variance (-) / +				\$	50,168								

			Bid	Pack	age	tice Center #2 :00 p.m.						
	Work Scope	Bid Bond Y/N		enda 2		Bids	<b>Alt. #1</b> Add PV System	Alt. #2 Add Irrigation	Alt. #3 Ballasted EPDM	1 / SF	Unit Prices 3 / SY	5 / EA
	07C – Fluid-Applied Air Barriers											
Bidder #1	Henkemeyer Coatings, Inc.	Y	х	х		43,296						
Bidder #2	Exterior Building Services, Inc.	Y	х	х		63,860						
	Number of Bids					2						
	Budget				\$	35,000						
	Low Bid				\$	43,296						
	Average Bid				\$	53,578						
	Low Bid Variance (-) / +				\$	8,296						
	Average Bid Variance (-) / +				\$	18,578						
	07D – Joint Sealants											
Bidder #1	Right-Way Caulking, Inc.	Y	х	х	\$	125,500						
Bidder #2	Carciofini Company	Y	х	х	\$	208,700						
	Number of Bids					2						
	Budget				\$	260,000						
	Low Bid				\$	125,500						
	Average Bid				\$	167,100						
	Low Bid Variance (-) / +				\$	(134,500)						
	Average Bid Variance (-) / +				\$	(92,900)						
	07E – Firestopping & Smoke / Acoustical Caulking											
Bidder #1	Supurl, Inc.	Y	х	х	\$	198,000						
Bidder #2	Carciofini	Y	Х	х	\$	346,325						
	Number of Bids					2						
1	Budget				\$	-						
	Low Bid				\$	198,000						
	Average Bid				\$	272,163						
	Low Bid Variance (-) / +				\$	198,000						
1	Average Bid Variance (-) / +				\$	272,163						

			Bid I	Pack	age	tice Center #2 ::00 p.m.							
	Work Scope	Bid Bond Y/N	Add 1	enda 2		Bids	Alt. #1 Add PV System	Alt. #2 Add Irrigation	Alt. #3 Ballasted EPDM	1 / SF	Unit Price 2 / SY 3 / SY	s 4 / EA	5 / EA
	08A – Overhead Doors												
Bidder #1	St. Cloud Overhead Door Company dba American Door Works	Y	Х	Х	\$	44,653							
	Number of Bids					1							
	Budget				\$	55,000							
	Low Bid				\$	44,653							
	Average Bid				\$	44,653							
	Low Bid Variance (-) / +				\$	(10,347)							
	Average Bid Variance (-) / +				\$	(10,347)							
	08B – Aluminum Framed Storefronts & Glazing												
Bidder #1	Ford Metro, Inc.	Y	Х	Х	\$	627,300							
Bidder #2	Top Light Contract Glazing, Inc.	Y	Х	Х	\$	633,000							
Bidder #3	W.L. Hall Co.	Y	Х	Х	\$	715,148							
Bidder #4	Northern Glass & Glazing, Inc.	Y	х	х	\$	725,000							
Bidder #5	Empirehouse, Inc.	Y	Х	Х	\$	879,900							
	Number of Bids					5							
	Budget				\$	765,000							
	Low Bid				\$	627,300							
	Average Bid				\$	716,070							
	Low Bid Variance (-) / +				\$	(137,700)							
	Average Bid Variance (-) / +				\$	(48,930)							
	09A – Gypsum Board Assemblies												
Bidder #1	Custom Drywall, Inc.	Y	х	х	Ś	998,000							
Bidder #1	RTL Construction, Inc.	Y	x			1,069,000							
Bidder #2 Bidder #3	Pinnacle Wall Systems, Inc.	Y	x	x		1,126,000							
Bidder #4	A.E. Conrad Company	Y	x	x		1,265,800							
Bidder #5	Mulcahy Nickolaus, LLC	Ŷ	x	x		1,273,985							
	Number of Bids					5							
	Budget				\$	1,285,000							
	Low Bid				\$	998,000							
	Average Bid				\$	1,146,557							
	Low Bid Variance (-) / +				\$	(287,000)							
	Average Bid Variance (-) / +				\$	(138,443)							

			Bid	Pack	age	cice Center #2 :00 p.m.						
	Work Scope	Bid Bond Y/N		enda		Bids	Alt. #1 Add PV System	Alt. #2 Add Irrigation	Alt. #3 Ballasted EPDM	1 / SF	Unit Prices 2 / SY 3 / SY	5 / EA
	09B – Tile											
Bidder #1	Superset Stone & Tile LLC	Y	Х	Х	Ś	360,000						
Bidder #2	Grazzini Brothers & Company	Y	х	х		468,145						
Bidder #3	WTG Terrazzo & Tile, Inc.	Y	х	х		524,200						
Bidder #4	Palmer-Soderberg, Inc.	Y	х	х	\$	665,700						
	Number of Bids					4						
	Budget				\$	525,000						
	Low Bid				\$	360,000						
	Average Bid				\$	504,511						
	Low Bid Variance (-) / +				\$	(165,000)						
	Average Bid Variance (-) / +				\$	(20,489)						
	09C – Suspended Ceilings											
Bidder #1	Twin City Acoustics, Inc.	Y	х	х	Ś	265,580						
Bidder #2	Palmer-Soderberg, Inc.	Ŷ	x	x		281,407						
Bidder #3	Sonus Interiors, Inc.	Ŷ	x	x	\$	355,000						
	Number of Bids					3						
	Budget				\$	625,000						
	Low Bid				\$	265,580						
	Average Bid				\$	300,662						
	Low Bid Variance (-) / +				\$	(359,420)						
	Average Bid Variance (-) / +				\$	(324,338)						
	09D – Carpet and Resilient Flooring											
Bidder #1	Superset Stone & Tile LLC	Y	Х	Х	Ś	290,000						
Bidder #2	Commercial Flooring Services, LLC	Ŷ	X	X		293,000						
Bidder #3	Sonus Interiors, Inc.	Ŷ	x	x		297,104						
Bidder #4	Rickway, Inc.	Ŷ	x	x		348,500						
Bidder #5	Floors by Beckers, Inc.	Ŷ	x	x	\$	359,101						
	Number of Bids					5						
	Budget				\$	350,000						
	Low Bid				\$	290,000						
	Average Bid				\$	317,541						
	Low Bid Variance (-) / +				\$	(60,000)						
	Average Bid Variance (-) / +				\$	(32,459)						

		Le Sue				tice Center								
			Bid	Pac	kage	e #2								
		April				2:00 p.m.								
	Work Scope	Bid Bond	Ad	dend	а	Bids	Alt. #1	Alt. #2	Alt. #3			Unit Price	s	
		Y/N	1	2			Add PV System	Add Irrigation	Ballasted EPDM	1 / SF	2 / SY	3 / SY	4 / EA	5 / EA
	09E – Raised Access Flooring													
Bidder #1	W.L. Hall Co.	Y	Х	Х	\$	24,672								
	Number of Bids					1								
	Budget				\$	17,500								
	Low Bid				\$	24,672								
	Average Bid				\$	24,672								
	Low Bid Variance (-) / +				\$	7,172								
	Average Bid Variance (-) / +				\$	7,172								
	09F – Painting & Wall Coverings													
Bidder #1	Steinbrecher Painting Company	Y	х	х	\$	304,000								
Bidder #2	Fransen Decorating, Inc.	Y	х	х		305,600								
Bidder #3	Prindle Painting, Inc.	Y	х	х		312,500								
Bidder #4	Swanson & Youngdale, Inc.	Y	х		\$	359,492								
	Number of Bids					4								
	Budget				\$	300,000								
	Low Bid				\$	304,000								
	Average Bid				\$	320,398								
	Low Bid Variance (-) / +				\$	4,000								
	Average Bid Variance (-) / +				\$	20,398								
Bidder #1	09G – Fluid Applied Coatings Twin City Tile & Marble Company	Ŷ	Х	v	\$	20,000								
Bidder #1	Grazzini Brothers & Company	Y	X	X		25,900								
Bidder #2 Bidder #3	Diversified Coatings, Inc.	¥ Y				25,900 34,157								
Bidder #3 Bidder #4	-	¥ Y	X X	X	\$ \$									
biuuei #4	TMI Coatings, Inc.	Ŷ	X	X	Ş	72,100								
	Number of Bids					4								
	Budget				\$	45,000								
	Low Bid				\$	20,000								
	Average Bid				\$	38,039								
	Low Bid Variance (-) / +				\$	(25,000)								
	Average Bid Variance (-) / +				\$	(6,961)								

			Bid F	Packag	istice Center e #2 2:00 p.m.						
	Work Scope	Bid Bond Y/N		enda 2	Bids	<b>Alt. #1</b> Add PV System	Alt. #2 Add Irrigation	Alt. #3 Ballasted EPDM	1 / SF	Unit Prices 3 / SY	5 / EA
	10A – Signage										
Bidder #1	Albrecht Sign Company, LLC	Y	Х	X Ş	33,443						
	Number of Bids				1						
	Budget			ç	35,000						
	Low Bid			\$	33,443						
	Average Bid			Ş							
	Low Bid Variance (-) / +			\$	,						
	Average Bid Variance (-) / +			, ,	6 (1,557)						
	10B – Operable Partitions										
Bidder #1	Hufcor, Inc.	Y	Х	XŞ	14,922						
Bidder #2	Skold Specialty Contracting, L.L.C.	Y	Х	X Ş							
Bidder #3	W.L. Hall Co.	Y	Х	XŞ	23,731						
	Number of Bids				3						
	Budget			Ş	16,000						
	Low Bid			Ş	5 14,922						
	Average Bid			Ş	19,548						
	Low Bid Variance (-) / +			Ş	( ) = - )						
	Average Bid Variance (-) / +				3,548						
	10C – Evidence Storage Lockers										
Bidder #1	Mid-America Business Systems and Equipment	Y	Х	X Ş	20,034						
	Number of Bids				1						
	Budget			ç							
	Low Bid			5							
	Average Bid										
	Low Bid Variance (-) / +			Ş							
1	Average Bid Variance (-) / +			ç							

			Bid F	Packa	age #	ice Center ‡2 00 p.m.								
	Work Scope	Bid Bond			. س	Bids	Alt. #1	Alt. #2	Alt. #3			Unit Price	es	
		Y/N	1	2			Add PV System	Add Irrigation	Ballasted EPDM	1 / SF	2 / SY	3 / SY	4 / EA	5 / E/
Dialala a #1	11A – A/V Equipment	V	v	v	ć	204 001								
Bidder #1 Bidder #2	Tierney Brothers, Inc. All Systems Installation, a division of Parsons Electric LLC	Y Y	X X	X X	\$ \$	394,001 453,259								
Bidder #2 Bidder #3	Video Services, Inc.	Y Y	x	x	ې \$	455,259 464,610								
Bidder #3 Bidder #4	LVC Companies, Inc.	Y Y	X	X	\$ \$	464,610 617,781								
biuuei #4	Eve companies, inc.	T	^	^	Ş	017,701								
	Number of Bids					4								
	Budget				\$	320,000								
	Low Bid				\$	394,001								
	Average Bid				\$	482,413								
	Low Bid Variance (-) / +				\$	74,001								
	Average Bid Variance (-) / +				\$	162,413								
Bidder #1	11B – Laundry Equipment Business Development Sales DBA: BDS Laundry Systems	Y	v	х	ć	21,159								
	Business Development sales DDA. DDS Laundi y Systems	•	^	^	ب	21,139								
	Number of Bids					1								
	Budget				\$	25,000								
	Low Bid				\$	21,159								
	Average Bid				\$	21,159								
	Low Bid Variance (-) / +				\$	(3,841)								
	Average Bid Variance (-) / +				\$	(3,841)								
	11C – Kitchen Equipment													
Bidder #1	Plexus Company dba Culinex	Y	х	х	\$	223,749								
Bidder #2	Boelter, LLC	Ŷ	x	x	\$	224,422								
Bidder #3	Hockenbergs Equipment and Supply Company, Inc. dba TriMark Hockenbergs	Ŷ	x		\$	229,950								
Bidder #4	Servco Equipment Company, Inc.	Ŷ	x		\$	260,731								
Bidder #5	Horizon Equipment	Ŷ	x	x	\$	265,267								
	Number of Bids					5								
	Budget				\$	200,000								
	Low Bid				\$ \$	200,000 223,749								
	Average Bid				ې \$	223,749 240,824								
	Low Bid Variance (-) / +				\$ \$	240,824 23,749								
					ş Ş									
	Average Bid Variance (-) / +				Ş	40,824								

			Bid	Pack	age	tice Center #2 :00 p.m.							 
	Work Scope	Bid Bond Y/N	Ado 1	<b>lenda</b> 2	l	Bids	<b>Alt. #1</b> Add PV System	Alt. #2 Add Irrigation	Alt. #3 Ballasted EPDM	1 / SF	2 / SY	Unit Price 3 / SY	5 / EA
Bidder #1	11D – Detention Equipment Pauly Jail Building Company, Inc.	Y	х	х	\$	3,825,600							\$ 1,050
	Number of Bids Budget Low Bid Average Bid Low Bid Variance (-) / + Average Bid Variance (-) / +				\$ \$ \$ \$	1 3,559,080 3,825,600 3,825,600 266,520 266,520							
Bidder #1	11E – Lab Fume Hood No Bids Received				\$	-							
	Number of Bids Budget Low Bid Average Bid Low Bid Variance (-) / + Average Bid Variance (-) / +				\$ \$ \$ \$	1 15,000 - - (15,000) (15,000)							
<mark>Bidder #1</mark> Bidder #2	12A – Window Treatments CE Contract Offisource, Inc.	Y Y	X X	X X	\$ \$	10,975 12,600							
	Number of Bids Budget Low Bid Average Bid Low Bid Variance (-) / + Average Bid Variance (-) / +				\$ \$ \$ \$	2 17,500 10,975 11,788 (6,525) (5,713)							

			Bid	Pack	age	tice Center #2 :00 p.m.							
	Work Scope	<b>Bid Bond</b> Y/N	Add 1	enda 2		Bids	<b>Alt. #1</b> Add PV System	Alt. #2 Add Irrigation	Alt. #3 Ballasted EPDM	1 / SF	Unit Price 2 / SY 3 / SY	<b>s</b> 4 / EA	5 / EA
	14A – Elevators												
Bidder #1	ThyssenKrupp Elevator Corporation	Y	х	х	\$	337,040							
Bidder #2	Kone Inc.	Ŷ	х		\$	525,000							
	Number of Bids					2							
	Budget				\$	450,000							
	Low Bid				\$	337,040							
	Average Bid				\$	431,020							
	Low Bid Variance (-) / +				\$	(112,960)							
	Average Bid Variance (-) / +				\$	(18,980)							
	21A – Fire Protection												
Bidder #1	LVC Companies, Inc.	Y	х	х	\$	337,700							
Bidder #2	Viking Automatic Sprinkler Co.	Ŷ	Х	x	\$	353,100							
Bidder #3	Olympic Fire Protection Corp.	Y	х		\$	545,900							
	Number of Bids					3							
	Budget				\$	348,000							
	Low Bid				\$	337,700							
	Average Bid				\$	412,233							
	Low Bid Variance (-) / +				\$	(10,300)							
	Average Bid Variance (-) / +				\$	64,233							
	22A – Mechanical												
Bidder #1	Javens Mechanical Contracting Company	Y	х	х	\$	3,349,000							
Bidder #2	Minnetonka Plumbing, Inc.	Y	х	х		3,548,000							
Bidder #3	General Sheet Metal Company, LLC	Y	х	х	\$	3,747,000							
Bidder #4	Peterson Sheet Metal, Inc.	Y	х	х	\$	3,844,000							
Bidder #5	Northern Air Corporation dba NAC Mechanical and Electrical Services	Y	х	х	\$	4,170,000							
Bidder #6	Schwickert's Tecta America LLC	Y	Х	Х	\$	4,999,000							
	Number of Bids					6							
	Budget				\$	4,440,000							
	Low Bid				\$	3,349,000							
	Average Bid				\$	3,942,833							
	Low Bid Variance (-) / +				\$	(1,091,000)							
	Average Bid Variance (-) / +				\$	(497,167)							

				-		tice Center									
			Bid I												
		April	12, 2	018	@ 2	:00 p.m.									
	Work Scope	Bid Bond	Add	enda		Bids		Alt. #1	Alt. #2	Alt. #3			Unit Price	es	
		Y/N	1	2			Ad	d PV System	Add Irrigation	Ballasted EPDM	1 / SF	2 / SY	3 / SY	4 / EA	5 / EA
	26A – Electrical & Communications														
Bidder #1	Master Electric Co., Inc.	Y	х	х	\$	1,849,000	Ś	398,750.00							
Bidder #2	Muska Electric Co.	Y	х	х		2,101,000		346,000.00							
Bidder #3	Schammel Electric, Inc.	Y	х	х		2,119,000		305,000.00							
Bidder #4	Dynamic Electric, LLC	Ŷ	х	х		2,136,000		350,000.00							
Bidder #5	Olympiatech Electrical Contractors, Inc.	Ŷ	x	x		2,219,797		327,530.00							
Bidder #6	Murphy Companies, Inc. DBA Russ Nelson Electric	Y	x	x		2,730,000		334,425.00							
Bidder #7		Y	x	x				798,675.00							
Blader #7	BLK Electric, Inc.	ř	X	X	Ş	3,385,000	Ş	/98,6/5.00							
	Number of Bids					7									
	Budget				\$	3,285,000									
	Low Bid				\$	1,849,000									
	Average Bid				\$	2,362,828									
	Low Bid Variance (-) / +				\$	(1,436,000)									
	Average Bid Variance (-) / +				\$	(922,172)									
	28A – Security Electronics														
Bidder #1	Accurate Controls, Inc.	Y	Х	Х	\$	1,462,000									
	Number of Bids					1									
	Budget				\$	580,000									
	Low Bid				\$	1,462,000									
	Average Bid				\$	1,462,000									
	Low Bid Variance (-) / +				\$	882,000									
	Average Bid Variance (-) / +				\$	882,000									
Diddor #1	32A – Asphalt Paving	Y	v	х	ć	131,806									
Bidder #1	Crane Creek Asphalt Division of Mathy Construction Company	ř Y	Х		\$ \$										
Bidder #2	W.W. Blacktopping Inc.		х			135,155									
Bidder #3	Bituminous Roadways, Inc.	Ŷ	Х			141,750									
Bidder #4	Northwest Asphalt, Inc.	Y	х	Х		162,900									
Bidder #5	Wm. Mueller & Sons, Inc.	Y	Х	Х		177,000									
Bidder #6	OMG Midwest Inc. dba Chard	Y	Х			182,497									
Bidder #7	FPI Paving Contractors, Inc.	Y	Х	х	\$	216,396									
	Number of Bids					7									
	Budget				\$	165,000									
	Low Bid				\$	131,806									
	Average Bid				\$	163,929									
	Low Bid Variance (-) / +				\$	(33,194)									
	Average Bid Variance (-) / +				\$	(1,071)									

			Bid	Pack	age	ice Center #2 :00 p.m.							
	Work Scope	Bid Bond Y/N		l <b>enda</b> 2		Bids	Alt. #1 Add PV System	Alt. #2 Add Irrigation	Alt. #3 Ballasted EPDM	1 / SF	Unit Prices 2 / SY 3 / SY	5 4 / EA	5 / EA
	32B – Site Concrete												
Bidder #1	Curb Masters, Inc.	Y	х	х	\$	182,000							
Bidder #2	O'Malley Construction, Inc.	Ŷ	х	х		189,387							
Bidder #3	North Country Concrete, Inc.	Ŷ	х	х		215,000							
Bidder #4	Ti-Zack Concrete, Inc.	Ŷ	х		\$	255,491							
	Number of Bids					4							
	Budget				\$	205,000							
	Low Bid				\$	182,000							
	Average Bid				\$	210,469							
	Low Bid Variance (-) / +				\$	(23,000)							
	Average Bid Variance (-) / +				\$	5,469							
	32C – Landscaping and Irrigation												
Bidder #1	Mankato Landscapes, Inc.	Y	х	x	\$	225,024		\$ 24,728.0	00		\$ 1.88 \$ 5.25		
Bidder #2	Peterson Companies, Inc.	Ŷ	X		\$	232,450		\$ 26,954.0		Alt incl	No Bid No Bid		
Bidder #3	Margolis Company	Ŷ	X		\$	243,720		\$ 29,470.0		7 41. 1101.	\$ 1.30 \$ 5.75		
Bidder #4	Cedar Ridge Landscaping, Inc.	Ŷ	х	х		256,972		No Bi			No Bid No Bid		
Bidder #5	Greenscape Companies, Inc.	Ŷ	х	х		267,500		No Bi			\$ 0.42 \$ 2.63		
Bidder #6	Autumn Ridge Landscaping, Inc.	Ŷ	х		\$	271,810		\$ 16,688.0			\$ 1.25 \$ 5.50		
	Number of Bids					6							
	Budget				\$	235,000							
	Low Bid				\$	225,024							
	Average Bid				\$	249,579							
	Low Bid Variance (-) / +				\$	(9,976)							
	Average Bid Variance (-) / +				\$	14,579							
	32D – Site Fencing												
Bidder #1	Action Fence, Inc.	Y	х	Х	\$	22,800							
	Number of Bids					1							
	Budget				\$	7,500							
1	Low Bid				\$	22,800							
	Average Bid				\$	22,800							
	Low Bid Variance (-) / +				\$	15,300							
	Average Bid Variance (-) / +				Ś	15,300							

			Bic	l Pac	kage	tice Center #2 2:00 p.m.							
	Work Scope	Bid Bond Y/N		<b>idend</b> a 2		Bids	Alt. #1 Add PV System	Alt. #2 Add Irrigation	Alt. #3 Ballasted EPDM	1 / SF	Unit Price 3 / SY	<b>s</b> 4 / EA	5 / EA
Combined Bids	ls												
	09B - Tile & 09D - Carpet and Resilient Flooring												
Bidder #1	Superset Stone & Tile LLC	Y	X	X	\$	640,000							
	Number of Bids					1							
	Budget				\$	875,000							
	Low Bid				Ś	640,000							
	Average Bid				Ś	640,000							
	Low Bid Variance (-) / +				Ś	(235,000)							
	Average Bid Variance (-) / +				\$	(235,000)							
Combined Bids	is .												
	11D - Detention Equipment & 28A - Security Electronics												
Bidder #1	Pauly Jail Building Company, Inc.	Y	Х	Х	\$	4,480,600							
	Number of Bids					1							
	Budget				\$	4,139,080							
	Low Bid				\$	4,480,600							
	Average Bid				\$	4,480,600							
	Low Bid Variance (-) / +				\$	341,520							
	Average Bid Variance (-) / +				\$	341,520							

		Le Sueu	r Cou	unty	Just	tice Center								
			Bid F	Pack	age	#2								
		April	12. 2	018	<i>a</i> 2	:00 p.m.								
			, _	010	e -	nee piin								
	Work Scope	Bid Bond	Add	enda		Bids	Alt. #1	Alt. #2	Alt. #3			Unit Price	s	
		Y/N	1	2			Add PV System	Add Irrigation	Ballasted EPDM	1 / SF	2 / SY	3 / SY	4 / EA	5 / EA
Apparent Lo	ow Bids													
)4B	TCR Enterprises, Inc. dba J&K Masonry*	Y	х	Х	\$	1,312,000				\$ 62.00				
)5B	Thurnbeck Steel Fabrication, Inc.*	Y	Х	Х	\$	529,008								
06A	RTL Constructoin, Inc.*	Y	Х	Х	\$	1,146,000							\$ 200	
06B	Aaron Carlson Corporation*	Y	Х	Х	\$	985,908								
)7A	Gag Sheet Metal, Inc.*	Y	Х	Х	\$	593,300			\$ (59,300.00)					
)7B	Innovative Building Concepts LLC*	Y	Х	Х	\$	147,850								
07C	Henkemeyer Coatings, Inc.*	Y	Х	Х	\$	43,296								
)7D	Right-Way Caulking, Inc.*	Y	Х	Х	\$	125,500								
07E	Supurl, Inc.*	Y	Х	Х	\$	198,000								
08A	St. Cloud Overhead Door Company dba American Door Works*	Y	Х	Х	\$	44,653								
08B	Ford Metro, Inc.*	Y	Х	х	\$	627,300								
09A	Custom Drywall, Inc.*	Y	Х	Х	\$	998,000								
09B	Superset Stone & Tile LLC*	Y	Х	Х	\$	640,000								
09C	Twin City Acoustics, Inc.*	Y	Х	Х	\$	265,580								
09D	Superset Stone & Tile LLC* (Combined bid 09B & 09D)													
09E	W.L. Hall Co.*	Y	Х	Х	\$	24,672								
09F	Steinbrecher Painting Company*	Y	Х	Х	\$	304,000								
09G	Twin City Tile & Marble Company*	Y	Х	Х	\$	20,000								
10A	Albrecht Sign Company, LLC*	Y	Х	Х	\$	33,443								
10B	Hufcor, Inc.*	Y	Х	Х	\$	14,922								
10C	Mid-America Business Systems and Equipment*	Y	Х	Х	\$	20,034								
11A	Tierney Brothers, Inc.*	Y	Х	Х	\$	394,001								
11B	Business Development Sales DBA: BDS Laundry Systems*	Y	Х	Х	\$	21,159								
11C	Plexus Company dba Culinex*	Y	Х	Х	\$	223,749								
11D	Pauly Jail Building Company, Inc.*	Y	х	х	\$	4,480,600								\$ 1,05
11E	No Bids Received				\$	-								
12A	CE Contract*	Y	Х	Х	\$	10,975								
14A	ThyssenKrupp Elevator Corporation*	Y	Х	Х	\$	337,040								
21A	LVC Companies, Inc.*	Y	х	х	\$	337,700								
22A	Javens Mechanical Contracting Company*	Y	х	х	\$	3,349,000								
26A	Master Electric Co., Inc.*	Y	х	х	\$	1,849,000	\$ 398,750.00							
28A	Pauly Jail Building Company, Inc.* (Combined bid 11D & 28A)													
32A	Crane Creek Asphalt Division of Mathy Construction Company*	Y	х	х	\$	131,806								
32B	Curb Masters, Inc.*	Y	х	х	\$	182,000								
32C	-Mankato Landscapes, Inc.* Peterson Companies	Y	Х		\$		see numbers on 3	32C sheet			\$ 1.88	\$ 5.25		
32D	Action Fence, Inc.*	Y	Х	Х	\$	22,800								
	*Apparent low bids are being checked for responsiveness and qualifications	5.					•							
	Total Number of Bids					116	Average 3.22 bid	s per category.						
	Total Budget					22,264,500								
	Total Low Bids					19,638,319								
	Total Average Bids					23,551,965								
	Total Low Bid Variance				\$	(2,626,181)								
	Total Average Bid Variance				\$	1,287,465								

#### **Mike Wiese**

From: Sent: To: Cc: Subject: Luke Erickson <lukeeson@hotmail.com> Tuesday, April 24, 2018 2:13 PM Mike Wiese; Barry Lafreniere trieck@hickorytech.net Re: Mankato Landshapes, Inc. (follow up comment after our meeting about the Justice Center)

Dear Barry and Mike,

After our phone call discussion about the landscaping portion of this project we formally request that you remove our bid from your consideration. We failed to notice a portion of the projects specs that had a significant dollar amount attached, and we are unwilling to absorb that cost in order to get the job. As discussed we would appreciate it if you moved forward with the next lowest landscaping bid so that we can maintain good standing with our bid bond company.

Respectfully,

Luke Erickson Designer, Sales Mankato Landshapes, Inc. Cell: (507) 317 - 8232 Office: (507) 625 - 6044 Iukeeson@hotmail.com

#### **Mike Wiese**

From: Sent: To: Subject: Luke Erickson <lukeeson@hotmail.com> Tuesday, April 24, 2018 1:21 PM Mike Wiese Re: Mankato Landshapes, Inc. (follow up comment after our meeting about the Justice Center)

Todd and I went through this, see our answers in blue

Luke Erickson Designer, Sales Mankato Landshapes, Inc. Cell: (507) 317 - 8232 Office: (507) 625 - 6044 Iukeeson@hotmail.com

From: Mike Wiese <mwiese@a-p.com>
Sent: Tuesday, April 24, 2018 12:29 PM
To: Luke Erickson
Cc: Barry Lafreniere; Grant Hutton
Subject: RE: Mankato Landshapes, Inc. (follow up comment after our meeting about the Justice Center)

**Luke-** Sorry that I wasn't able to also join in yesterday's discussion as I was sick at home with a 24-HR bug. We cannot unfortunately make any post-bid adjustments prior to award. Here's some additional questions that we'd like to confirm with the Landscape Contractors before making any award recommendations. The aim here is to confirm scope coverage and if these items cannot be included within the bid price received, then it would in both parties interest if you were to send me back an e-mail requesting to rescind your bid (without taking your bid bond)... please respond to each of the following:

- The native grass specifications indicate a plugs density of 300 plugs / 1,000 SF... please confirm that you've included the plugs for native grass seeded areas within your base bid. Moreover, please advise on if you believe this density is of sufficient coverage or not. Not included
- Please confirm that you've carried a <u>qualified</u> native seeding company (Art. 1.6.C of spec. 39-9500) as specified, within your base bid. Not if you need a certain degree or certification to be considered qualified. What is considered qualified? We install sod, seeding, hydroseeding turf and natives on a weekly basis.
- 3. Please confirm that you've included within your base bid, a 3 year warranty for the native seeding and also 1 year of maintenance (as specified). Yes

- 4. The plantings details on sheet L300 and the specifications indicate planting soil requirements. Although top soil is by others, planting soil is included within the BP2-32C base bid. Please confirm that you've included planting soil within your bid. No, however have you had jobs when this was actually 100% implemented? Typically there is finish grading done with black soil throughout and if we need to add some to that we do with what is spec, but usually all the grading is finished prior to our arrival on these commercial jobs, and there is not room for us to install any additional soil in the planting beds if we account for rock or mulch too. Otherwise, we need to haul out all the finished grade black dirt to haul in new spec soil and do another final grading. So its hard to deal with this soil issue, since its always unclear as to what the final grade will look like until its done. Typically we ask the contractor what they expect, but in this case we bid this after you were not accepting questions.
- 5. It's understood that the rock mulch specified is a "Dresser Trap Rock" and exceptions aren't noted. Please confirm that you've included "Dresser Trap Rock" for rock mulch within your bid. Yes
- 6. Please confirm that you've included 3/16" steel edging (or better if specified) within your bid and clarify the extents of coverage. Yes
- 7. Please confirm that you've included the Category 4 (coconut) seed blanketing and the Category 3 (straw) seed blanketing as required. No, We were confused with wording in the specs saying to use the spec hydro mulch on the slopes and then it also called for the option of blankets for those slopes. So we did the spec hydroseeding mulch, but not erosion blankets in conjunction.
- 8. Please confirm that you understand the urgency for ordering the "big block" retaining wall materials immediately as we'd like to install this wall before this winter and we've heard Recon can have seasonal material stock that once committed, is exhausted until the following season. With whomever get's the landscaping for this project, we'd like to see this walls materials ordered in less than 30 days. Yes

Thank you for taking time to send these questions off. Again sorry for any hassle this caused.

Luke

We will call you in a few minutes here to discuss the notes above further.

Thank you,

From: Barry Lafreniere
Sent: Tuesday, April 24, 2018 10:09 AM
To: Luke Erickson <lukeeson@hotmail.com>
Cc: Mike Wiese <mwiese@a-p.com>
Subject: RE: Mankato Landshapes, Inc. (follow up comment after our meeting about the Justice Center)

Luke

Mike and I are interviewing other Contractors today, we have set aside some time to review this scope a little more in depth. I'm not saying that we are moving on at this point, we will do some homework and get back to you today.

Thanks,

Barry Lafreniere | Superintendent

Adolfson & Peterson Construction d 952.607.4669 | m 612.369.7984 blafreniere@a-p.com

From: Luke Erickson <<u>lukeeson@hotmail.com</u>>
Sent: Tuesday, April 24, 2018 10:03 AM
To: Barry Lafreniere <<u>blafreniere@a-p.com</u>>
Subject: Re: Mankato Landshapes, Inc. (follow up comment after our meeting about the Justice Center)

Barry,

We apologize for all the confusion, and wasting your time on this. I take responsibility for missing the native plugs in the specs.

We ran the numbers to include the native plugs, and it would add an additional **\$16,982.00** to our bid total.

#### So \$225,024 + \$16,982 = **\$242,006.00 OVERALL TOTAL COST**

If you don't mind me asking, are you going to go with the next lowest bidder now?

Respectfully,

Luke Erickson Designer, Sales Mankato Landshapes, Inc. Cell: (507) 317 - 8232 Office: (507) 625 - 6044

3

From: Barry Lafreniere <<u>blafreniere@a-p.com</u>
Sent: Tuesday, April 24, 2018 7:55 AM
To: Luke Erickson
Cc: Mike Wiese; Grant Hutton; Adam Clark
Subject: RE: Mankato Landshapes, Inc. (follow up comment after our meeting about the Justice Center)

Luke,

I agree that it's not called out on the plans, it's called out on the bottom page in the spec. 329500-8 and 329500-9 plugs and gives clear planting of 300 per 1000sqft. That's why I asked yesterday if you carried dollars for this, it's possible that it wasn't taken out of the spec book but all other Contractors that call me after the deadline for questions were told to bid the documents. What's the estimated value?

Regards,

### Barry Lafreniere | Superintendent

Adolfson & Peterson Construction d 952.607.4669 | m 612.369.7984 blafreniere@a-p.com

From: Luke Erickson <<u>lukeeson@hotmail.com</u>>
Sent: Monday, April 23, 2018 1:25 PM
To: Barry Lafreniere <<u>blafreniere@a-p.com</u>>
Subject: Mankato Landshapes, Inc. (follow up comment after our meeting about the Justice Center)

Hi Barry,

It was nice meeting you today. After our meeting we double checked the wetland areas for "Perennial Plugs" to be planted and the quantity. We discovered that there are no wetland areas requesting this application of planting on the plans, specs, addenda's. It simply says "Native Prairie Seed Mix" around the retention pond and that is what we bid it for by application of hydroseeding. Also, it would have listed the plugs in the plant legend for the plug species and quantity, but it does not.

I know we mentioned plugs in the meeting when you asked how many we priced out, but we were thinking of another retention pond job we just bid too that was calling for those wetland plugs and so it was on our minds. See if you can come up with anything on your end contrary to what we believe was in the work scope, but we are confident that plugs were never requested for bid pricing. Its such a large area that it would be odd to install plugs around the retention pond rather than seeding it.

Please let me know what you find out.

Thanks again,

Luke Erickson Designer, Sales

POST BID INTEVIEW CHE	CKLIST - <u>CONTRACT EXHIBIT C</u>
	CONTACT:
DATE: 4 23 18	Luke Frick Son / Todle Rieck
CONTRACTOR:	PROJECT NAME:
Mankato Landshapes	7346 - LE SUEUR COUNTY JUSTICE CENTER
BID CATEGORY:	SCOPE OF WORK:
BP2-32C	Landscaping (& Irrigation)
UNION	non-union
a circ	e one please) YES NO
Has Priced/Reviewed All 3 Addendums and provid	ded Unit Prices?
Has included the costs of a P&P Bond and ready to	provide?
Has answered all qualification questions on the bio	I form, meets expectations?
Understand working hours and plans for five 8 hr	lays?
Understands that winter conditions for own work i	s included w/in bid?
Review A132 - Prime Contract Agreement (00-52)	00) - No exceptions?
Includes SOV Line Items (A132/00-5200, art. 5.	1.4.1) ?
Understands Safety Requirements (01-3523 / Exh	ibit B) ?
Understands Quality Requirements (01-4000 & at	
Will provide Resp. Contractor Form if awarded .(I	Exhibit E) ?
Review A232 - General Conditions (00-7200) - N	lo exceptions?
Understands change order expectations with comp (Mark ups per AIA A232-2009, 00-7200, art. 7.2)	lete L&M breakdown
Includes Insurance coverage >/= Owner reqs. (A	232 – 00-7200, Art. 11) ? $\Box$
Agree to Textura/Fees? Understands L&M for each	ch spec. section with SOV?
Has reviewed schedule and is onboard to meet con	npletion dates?
Can expedite submittals?	
Review Scope (attached) and clarify the follow	ving Scope Specific Questions:
Review Beope (and and )	Apon 1
<ol> <li>Your breakout value for JAIL ONLY M ("I-3" Areas on G123 &amp; G124)</li> </ol>	ATERIAL: _\$AWAIC
JAIL ONLY L	ABOR:\$
	· X J. H. H Att "
	NOVICK C LONTON AWAY
Le Sueur County	ard Meeting - 5/15/2018 Page

2) Any questionable item you included that others might not have? Feel included everything!

(?) (?)

3) Any unclear items you didn't include that you plan on getting a change order for?

have you figured as far as the retaining wall (large) @ Pond edge? Should be 6'-0" fall minimum w/ Add 2 cified modernals (modified speces & sheet L301) 4) What fond specs & sheet L301) ... Included I 5) What type of native seeding plug density have you bid & would you recommend anything different? Included Plugs per plan And Have intensions of inshalling ! So horge Retaining wall has a limestone behind if and if elevations is 6th in height the small wall would become obsiled 6) They have included Both ! - Barry's note If Retaing wall that soperates Parking Lot from LEC Garage exit appears again, that is not covered in Bid! 7) - Have Bike Racks Planter Box Ab Entry, Trash Receptuls, etc. Jeresignation contractor for Alta. Has Money's for sleeves ! Comments:

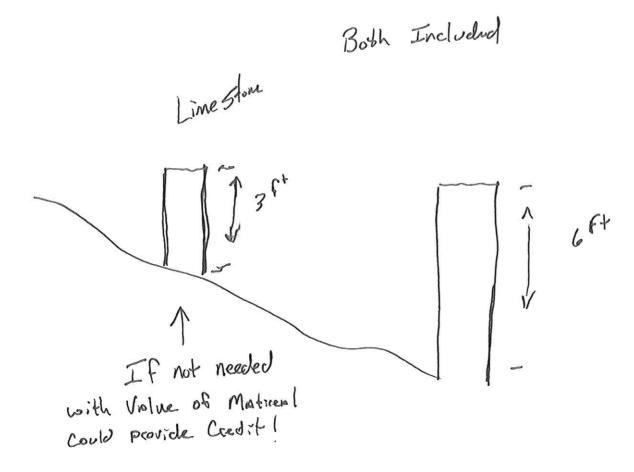
As a proposed Contractor to Le Sueur County and the CMa, Adolfson & Peterson, I have reviewed the Contract Documents for the above referenced project. My signature below indicates that I've discussed with AP the items listed on this agenda to confirm my understanding and agreement with these requirements.

lodd Printed Name Signati

Le Sueur County

Board Meeting - 5/15/2018

I need clarification on plan L103 page 383 on addenda 2, for the L shaped (L26) LARGE BLOCK RETAINING WALL and (L25) LIMESTONE DRY LAID RETAINING WALL it states on L26 Key Notes that the Large block wall will be 6' tall. That is the total elevation change (6') in this area based off grading plan C500, so then there is no need for a limestone wall as well.





# Le Sueur County, MN

## Tuesday, May 15, 2018 Board Meeting

## Item 5

### 10:15 a.m. Bill Coleman (1 hour)

**RE: Broadband Presentation** 

Staff Contact:



# Le Sueur County, MN

## Tuesday, May 15, 2018 Board Meeting

## ltem 6

### 11:15 a.m. Brett Mason, Sheriff (10 min)

RE: ATV

RE: Squad Installations for 2018

RE: MCIT

Staff Contact:



# Office of Brett V.P. Mason

Sheriff of Le Sueur County Le Center, Minnesota 56057 CHIEF DEPUTY SHERIFF Nick K. Greenig

> INVESTIGATORS Bruce Collins Bob Vollmer Jim Whiteis

Phone 507-357-4440 Fax 507-357-4627

Guardian Fleet Supply	<u>EATI</u>
Squad 907: \$7,292.07	\$6,587.31
Squad 910: \$4,665.64	\$4,654.81
Squad 916: \$4,180.68	\$4,654.81
Total: \$16,138.39	<u>\$15,896.93</u>

-Guardian is \$241.46 more.



Guardian Fleet Safety PO Box 70 Clear Lake, MN 55319 (320) 245-4000 luke@guardianfleetsafety.com

### ADDRESS

Le Sueur County Sheriff's Office 88 South Park Ave Le Center, MN 56057

### QUOTE 18-00069

DATE 04/13/2018

### P.O. NUMBER

Unit # 907

SALES REP

Charles

ACTIVITY	QTY	RATE	AMOUNT
Equipment and labor to install into a 2018 Ford Utility unit #907			
MN State Contract Labor Rate for Outfitting Patrol SUV	1	1,950.00	1,950.00
Guardian Fleet Safety Wiring Harness, Power Distribution Block and Battery Management System	1	335.46	335.46
Misc. Shop Supplies for Full Installation, Includes Wire, Loom, Connectors, Fuses, Nuts/Bolts, Screws, Switches etc	1	150.00	150.00
Westin Public Safety Heavy Duty Push Bumper for 2016+ Ford Utility (OLD BUMPERS FROM 2012-2015 WILL NOT FIT 2016+)	1	325.89	325.89
Westin Public Safety Light Channel for two lights (Whelen ION or SOS nFORCE)	1	35.00	35.00
NMO Coax Cable Kit	1	21.63	21.63
Black low profile 800Mhz antenna	1	39.16	39.16
Camera Transfer Kit, Includes 3M VBH Tape, Windshield Button, and Glue Kit.	1	7.50	7.50
3M Decal Package per same as last year with license plates # 907	1	565.00	565.00
Headlight Flasher	1	89.14	89.14
Guardian Fleet Safety rear taillight LED upgrade and flasher system for 2016+ Ford Interceptor Utility	1	109.80	109.80
Removal of equipment from old squad, restore factory functions, and plug holes (Does NOT include removal of decals).	1	425.00	425.00
Removal of decals form old squad	1	160.00	160.00
Custom Cage Inc Single Prisoner Partition	1	895.00	895.00
Freight/Shipping for heavy items	1	150.00	150.00
Setina Dual Weapons Rack T-Rail 1 Universal Lock and 1 Shotgun Lock - Handcuff key override.	1	365.89	365.89
Magnetic Mic Clip	1	41.12	41.12
SoundOff Signal nERGY 400 Series Remote Siren, 10-16v - 100w single speaker	1	530.40	530.40

ACTIVITY	QTY	RATE	AMOUNT
Gamber Johnson Console Box with Armrest and Cupholder for Ford Utility Police Interceptor 2016+	1	405.80	405.80
Gamber Johnson 9" Sliding Arm for Computer Mount. Mounts directly to top of console.	1	201.42	201.42
SoundOff Signal 100N Siren Speaker 100 WATT 5 Year Warranty	1	159.88	159.88
Universal Mounting Bracket for 100N Siren Speaker	1	24.11	24.11
SoundOff Signal Dual Color Under Mirror Intersector 18 LED warning light. White to override and act as alley light	2	148.20	296.40
SoundOff Signal Vehicle Specific Wedge Kit for Intersector Lights	1	14.00	14.00
Whelen Strap Kit for Utility for existing Liberty Lightbar	1	72.81	72.81

FREE PICK UP AND DELIVERY. LIFETIME WARRANTY ON INSTALL.

TOTAL \$7,3	70.41
-------------	-------

Accepted By

Accepted Date



Guardian Fleet Safety PO Box 70 Clear Lake, MN 55319 (320) 245-4000 luke@guardianfleetsafety.com

#### ADDRESS

Le Sueur County Sheriff's Office 88 South Park Ave Le Center, MN 56057

### QUOTE 18-00070

DATE 04/13/2018

### P.O. NUMBER

Unit # 910

SALES REP

Charles

ACTIVITY	QTY	RATE	AMOUNT
Equipment and labor to install into a 2018 Ford Utility unit #910 - Assumes Customer Provided: Radio, Radar, Computer Mount, Cage, Console, Docking Station, Camera System, lightbar, accessory lighting, and any other equipment required for vehicle completion not listed below.			
MN State Contract Labor Rate for Outfitting Patrol SUV	1	1,950.00	1,950.00
Guardian Fleet Safety Wiring Harness, Power Distribution Block and Battery Management System	1	335.46	335.46
Misc. Shop Supplies for Full Installation, Includes Wire, Loom, Connectors, Fuses, Nuts/Bolts, Screws, Switches etc	1	150.00	150.00
Westin Public Safety Heavy Duty Push Bumper for 2016+ Ford Utility (OLD BUMPERS FROM 2012-2015 WILL NOT FIT 2016+)	1	325.89	325.89
Westin Public Safety Light Channel for two lights (Whelen ION or SOS nFORCE)	1	35.00	35.00
NMO Coax Cable Kit	1	21.63	21.63
Black low profile 800Mhz antenna	1	39.16	39.16
Camera Transfer Kit, Includes 3M VBH Tape, Windshield Button, and Glue Kit.	1	7.50	7.50
3M Decal Package per specs, same as years before, with license plates. Unit # 910	1	565.00	565.00
Headlight Flasher	1	89.14	89.14
Guardian Fleet Safety rear taillight LED upgrade and flasher system for 2016+ Ford Interceptor Utility	1	109.80	109.80
Removal of equipment from old squad, restore factory functions, and plug holes (Does NOT include removal of decals).	1	425.00	425.00
Removal of decals.	1	160.00	160.00
SoundOff Signal nERGY 400 Series Remote Siren, 10-16v - 100w single speaker	1	530.40	530.40

FREE PICK UP AND DELIVERY. LIFETIME WARRANTY ON INSTALL.

Accepted By

Accepted Date



Guardian Fleet Safety PO Box 70 Clear Lake, MN 55319 (320) 245-4000 luke@guardianfleetsafety.com

#### ADDRESS

Le Sueur County Sheriff's Office 88 South Park Ave Le Center, MN 56057

### QUOTE 18-00071

DATE 04/13/2018

### P.O. NUMBER

Unit # 916

SALES REP

Charles

ACTIVITY	QTY	RATE	AMOUNT
Equipment and labor to install into a 2018 Ford Utility unit #916 - Assumes Customer provides all equipment required for completion of installation not listed below.			
MN State Contract Labor Rate for Outfitting Patrol SUV	1	1,950.00	1,950.00
Guardian Fleet Safety Wiring Harness, Power Distribution Block and Battery Management System	1	335.46	335.46
Misc. Shop Supplies for Full Installation, Includes Wire, Loom, Connectors, Fuses, Nuts/Bolts, Screws, Switches etc	1	150.00	150.00
Westin Public Safety Heavy Duty Push Bumper for 2016+ Ford Utility (OLD BUMPERS FROM 2012-2015 WILL NOT FIT 2016+)	1	325.89	325.89
Westin Public Safety Light Channel for two lights (Whelen ION or SOS nFORCE)	1	35.00	35.00
NMO Coax Cable Kit	1	21.63	21.63
Black low profile 800Mhz antenna	1	39.16	39.16
Camera Transfer Kit, Includes 3M VBH Tape, Windshield Button, and Glue Kit.	1	7.50	7.50
3M Decal Package per same as last year with license plates # 916	1	565.00	565.00
Headlight Flasher	1	89.14	89.14
Guardian Fleet Safety rear taillight LED upgrade and flasher system for 2016+ Ford Interceptor Utility	1	109.80	109.80
Removal of equipment from old squad, restore factory functions, and plug holes (Does NOT include removal of decals).	1	425.00	425.00
Removal of decals.	1	160.00	160.00
Stalker Radar short bracket Mounts Ka-Band antenna to the dash or deck. Price Includes shipping.	1	45.10	45.10

Customer Instructions: DO NOT reuse the map light on the console.

Accepted By

Accepted Date

TOTAL

\$4,258.68

OAKDALE, MN 55128 USA



Quote Number:DL042318-12Quote Date:Apr 23, 2018Page:1

Voice: 651 765-2657 Fax: 651 765-2660

#### Quoted To:

Customer ID	Good Thru	Payment Terms	Sales Rep
LESUER COUNTY SHERIF	5/23/18	Net 30 Days	DLL

Quantity	Item	Description	Unit Price	Amount
1.00	VEHICLE	2018 UTILITY		
1.00 (	CONTACT	ngreenig@co.le-sueur.mn.us CHIEF		
		DEPUTY NICK GREENIG		
1.00 \$	STRIP	STRIP EQUIPMENT FROM 2013	300.00	300.00
		EXPEDITION, RESTORE HEADLIGHT		
		AND HORN FUNCTIONS, PLUG HOLES		
1.00	NOTE	REUSE, CAMERA		
		SYSTEM,RADAR,RADIO,CAGE		
		LIGHT, PRINTER, COMPUTER		
		MOUNT, LIGHTBAR AND ALL LIGHTS		
		AND SIREN SPEAKER.		
1.00 6	6-VS SPT	SETINA 6-VS SPT SINGLE PRISONER	756.75	756.75
		PARTITION FOR TRUCK OR SUV (SUV		
		REQUIRES REAR PARTITION)2018 FORD		
		UTILITY.		
1.00	12-VS WIRE 2013 UTIL	SETINA 12-VS VINYL COATED	306.75	306.75
		EXPANDED WIRE MESH REAR		
		PARTITION FOR 2013+ FORD POLICE		
		INTERCEPTOR UTILITY		
1.00 [	DOUBLE VERTICAL	DOUBLE VERTICAL SYSTEM WITH ONE	327.20	327.20
		STD SHOTGUN AND ONE ADJ		
		UNIVERSAL LOCK W/ OVERRIDE AND		
		TIMER FOR PARTITION WITH		
		RECESSED PANEL **HANDCUFF KEY**		
1.00 F	PB450L VS 4 LIGHT	SETINA PB450L4 VS ALUMINUM 4 LIGHT	759.00	759.00
		PUSHBUMPER FOR SUV/TRUCK - MUST		
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

OAKDALE, MN 55128 USA



Quote Number:DL042318-12Quote Date:Apr 23, 2018Page:2

Voice: 651 765-2657 Fax: 651 765-2660

#### Quoted To:

Customer ID	Good Thru	Payment Terms	Sales Rep
LESUER COUNTY SHERIF	5/23/18	Net 30 Days	DLL

Quantity	Item	Description	Unit Price	Amount
		FILL OUT WORKSHEET		
1.00	CCSRN36	WHELEN CEN-COM SAPPHIRE REMOTE	725.00	725.00
		SIREN/SWITCHING SYSTEM - INCLUDES		
		CONTROL HEAD W/SIREN KNOB, 20 FT		
		CABLE AND MICROPHONE		
1.00	STPKT83	WHELEN LIGHTBAR STRAP KIT FOR	55.10	55.10
		2011+ FORD EXPLORER AND 2013+		
		INTERCEPTOR UTILITY (WITHOUT		
		ROOF-RACK)		
1.00	7170-0166-05	CONSOLE, FOR 2013 FORD	541.80	541.80
		INTERCEPTOR UTILITY, INCLUDES		
		CONSOLE BOX, EQUIPMENT		
		FACEPLATES, FILLER PLATES,		
		CUPHOLDER AND ARMREST ALSO		
		INCLUDES 6" LOCKING SLIDE-ARM		
1.00	7160-0321	GAMBER JOHNSON FULL SIZE		
		FACEPLATE FOR MCS CONSOLE FOR		
		XTL-5000/2500 REMOTE HEAD RADIO		
1.00	7160-0339	GAMBER JOHNSON FULL SIZE		
		FACEPLATE FOR MCS CONSOLE FOR		
		WHELEN CEN-COM GOLD CONTROL		
		HEAD SOUND OFF SIGNAL 400 SERIES		
1.00	ETFBSSN-P	SOUNDOFF SOLID STATE TAIL LIGHT	37.74	37.74
		FLASHER - 12 WIRE - ISOLATED		
		POSITIVE OUTPUTS		
1.00	ETHFSS-SP-ISO	SOUNDOFF SOLID STATE	41.31	41.31
۰ <u>ــــــــــــــــــــــــــــــــــــ</u>			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

OAKDALE, MN 55128 USA



Quote Number:DL042318-12Quote Date:Apr 23, 2018Page:3

Voice: 651 765-2657 Fax: 651 765-2660

#### Quoted To:

Customer ID	Good Thru	Payment Terms	Sales Rep
LESUER COUNTY SHERIF	5/23/18	Net 30 Days	DLL

Quantity	Item	Description	Unit Price	Amount
		SELECT-A-PATTERN HEADLIGHT		
		FLASHER - ISOLATED - POSITIVE		
		OUTPUT		
1.00	EX-MISC SUPPLY	STANDARD SHOP SUPPLIES FEE FOR	300.00	300.00
		GENERAL INSTALLATION AND WIRING		
		MATERIALS		
1.00	C - STANDARD	C HARNESS CONSOLE TO REAR		
		TRUNK RR-MSP-C		
1.00	46095	POWER DISTRIBUTION - 2 J-CASE FUSE		
		HOLDER - 1 SWITCHED OUTPUT - 1		
		CONSTANT OUTPUT - WITH STUD		
		INPUT/OUTPUTS - INCLUDES 2 FUSES		
		AND INPUT PLUG KIT		
1.00	LABOR GOVMNT FLEET	GOVERNMENT FLEET LABOR RATE FOR	1,950.00	1,950.00
		SERVICES		
1.00	FREIGHT-INBOUND	INBOUND FREIGHT CHARGES FOR		
		ABOVE TO BE ADDED FOB ORIGIN.		
			Subtotal	6,100.65
			Sales Tax	
			TOTAL	6,100.65

OAKDALE, MN 55128 USA



Quote Number:DL042318-13Quote Date:Apr 23, 2018Page:1

Voice: 651 765-2657 Fax: 651 765-2660

#### Quoted To:

Customer ID	Good Thru	Payment Terms	Sales Rep
LESUER COUNTY SHERIF	5/23/18	Net 30 Days	DLL

Quantity	Item	Description	Unit Price	Amount
1.00	VEHICLE	2018 UTILITY		
1.00	CONTACT	ngreenig@co.le-sueur.mn.us CHIEF		
		DEPUTY NICK GREENIG		
1.00	STRIP	STRIP EQUIPMENT FROM 2014 UTILITY,	300.00	300.00
		RESTORE HEADLIGHT AND HORN		
		FUNCTIONS, PLUG HOLES		
1.00	NOTE	REUSE,RADIO,CAGES,PRINTER,GUNLOC		
		KS,LIGHTBAR, LIGHTS UNDER		
		MIRRORS, AND SIREN SPEAKER.		
1.00	PB450L VS 4 LIGHT	SETINA PB450L4 VS ALUMINUM 4 LIGHT	759.00	759.00
		PUSHBUMPER FOR SUV/TRUCK - MUST		
		FILL OUT WORKSHEET		
1.00	CCSRN36	WHELEN CEN-COM SAPPHIRE REMOTE	725.00	725.00
		SIREN/SWITCHING SYSTEM - INCLUDES		
		CONTROL HEAD W/SIREN KNOB, 20 FT		
		CABLE AND MICROPHONE		
1.00	STPKT83	WHELEN LIGHTBAR STRAP KIT FOR	55.10	55.10
		2011+ FORD EXPLORER AND 2013+		
		INTERCEPTOR UTILITY (WITHOUT		
		ROOF-RACK)		
1.00	ETFBSSN-P	SOUNDOFF SOLID STATE TAIL LIGHT	37.74	37.74
		FLASHER - 12 WIRE - ISOLATED		
		POSITIVE OUTPUTS		
1.00	ETHFSS-SP-ISO	SOUNDOFF SOLID STATE	41.31	41.31
		SELECT-A-PATTERN HEADLIGHT		
		FLASHER - ISOLATED - POSITIVE		
·			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

OAKDALE, MN 55128 USA



Quote Number:DL042318-13Quote Date:Apr 23, 2018Page:2

Voice: 651 765-2657 Fax: 651 765-2660

#### Quoted To:

Customer ID	Good Thru	Payment Terms	Sales Rep
LESUER COUNTY SHERIF	5/23/18	Net 30 Days	DLL

Quantity	Item	Description	Unit Price	Amount
1.00	EX-MISC SUPPLY	OUTPUT STANDARD SHOP SUPPLIES FEE FOR GENERAL INSTALLATION AND WIRING	300.00	300.00
1.00	C - STANDARD	MATERIALS C HARNESS CONSOLE TO REAR TRUNK RR-MSP-C		
1.00	46095	POWER DISTRIBUTION - 2 J-CASE FUSE HOLDER - 1 SWITCHED OUTPUT - 1 CONSTANT OUTPUT - WITH STUD INPUT/OUTPUTS - INCLUDES 2 FUSES AND INPUT PLUG KIT		
1.00	LABOR GOVMNT FLEET	GOVERNMENT FLEET LABOR RATE FOR SERVICES	1,950.00	1,950.00
- 1.00	FREIGHT-INBOUND	INBOUND FREIGHT CHARGES FOR ABOVE TO BE ADDED FOB ORIGIN.		
			Subtotal	4,168.15
			Sales Tax TOTAL	4,168.15

OAKDALE, MN 55128 USA



Quote Number:DL042318-14Quote Date:Apr 23, 2018Page:1

Voice: 651 765-2657 Fax: 651 765-2660

#### Quoted To:

Customer ID	Good Thru	Payment Terms	Sales Rep
LESUER COUNTY SHERIF	5/23/18	Net 30 Days	DLL

Quantity	Item	Description	Unit Price	Amount
1.00	VEHICLE	2018 UTILITY		
1.00	CONTACT	ngreenig@co.le-sueur.mn.us CHIEF		
		DEPUTY NICK GREENIG		
1.00	STRIP	STRIP EQUIPMENT FROM 2014 UTILITY,	300.00	300.00
		RESTORE HEADLIGHT AND HORN		
		FUNCTIONS, PLUG HOLES		
1.00	NOTE	REUSE,RADIO,CAGES,PRINTER,GUNLOC		
		KS,LIGHTBAR, LIGHTS UNDER		
		MIRRORS, AND SIREN SPEAKER.		
1.00	PB450L VS 4 LIGHT	SETINA PB450L4 VS ALUMINUM 4 LIGHT	759.00	759.00
		PUSHBUMPER FOR SUV/TRUCK - MUST		
		FILL OUT WORKSHEET		
1.00	CCSRN36	WHELEN CEN-COM SAPPHIRE REMOTE	725.00	725.00
		SIREN/SWITCHING SYSTEM - INCLUDES		
		CONTROL HEAD W/SIREN KNOB, 20 FT		
		CABLE AND MICROPHONE		
1.00	STPKT83	WHELEN LIGHTBAR STRAP KIT FOR	55.10	55.10
		2011+ FORD EXPLORER AND 2013+		
		INTERCEPTOR UTILITY (WITHOUT		
		ROOF-RACK)		
1.00	ETFBSSN-P	SOUNDOFF SOLID STATE TAIL LIGHT	37.74	37.74
		FLASHER - 12 WIRE - ISOLATED		
		POSITIVE OUTPUTS		
1.00	ETHFSS-SP-ISO	SOUNDOFF SOLID STATE	41.31	41.31
		SELECT-A-PATTERN HEADLIGHT		
		FLASHER - ISOLATED - POSITIVE		
·			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

OAKDALE, MN 55128 USA



Quote Number:DL042318-14Quote Date:Apr 23, 2018Page:2

Voice: 651 765-2657 Fax: 651 765-2660

#### Quoted To:

Customer ID	Good Thru	Payment Terms	Sales Rep
LESUER COUNTY SHERIF	5/23/18	Net 30 Days	DLL

Quantity	Item	Description	Unit Price	Amount
1.00	EX-MISC SUPPLY	OUTPUT STANDARD SHOP SUPPLIES FEE FOR GENERAL INSTALLATION AND WIRING	300.00	300.00
1.00	C - STANDARD	MATERIALS C HARNESS CONSOLE TO REAR TRUNK RR-MSP-C		
1.00	46095	POWER DISTRIBUTION - 2 J-CASE FUSE HOLDER - 1 SWITCHED OUTPUT - 1 CONSTANT OUTPUT - WITH STUD INPUT/OUTPUTS - INCLUDES 2 FUSES AND INPUT PLUG KIT		
1.00	LABOR GOVMNT FLEET	GOVERNMENT FLEET LABOR RATE FOR SERVICES	1,950.00	1,950.00
- 1.00	FREIGHT-INBOUND	INBOUND FREIGHT CHARGES FOR ABOVE TO BE ADDED FOB ORIGIN.		
			Subtotal	4,168.15
			Sales Tax TOTAL	4,168.15



# Le Sueur County, MN

Tuesday, May 15, 2018 Board Meeting

## Item 7

### 11:25 a.m. Human Resources (10 min)

Staff Contact:



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

### HUMAN RESOURCES AGENDA ITEMS May 15, 2018

Recommendation to grant regular status to Katie Vrzal, full time Administrative Assistant II in the Attorney's, effective May 17, 2018. Katie has completed the one-year probationary period.

Recommendation to grant regular status to Richard Droog, full time Deputy Sheriff in the Sheriff's Office, effective May 16, 2018. Richard has completed the one-year probationary period.

Recommendation to approve the following changes in the Personal Protective Equipment policy:

Safety footwear must be worn by employees who work in the maintenance, construction, shop, and parks areas and/or any other areas where the job requires safety footwear.

Up to \$300.00 per employee to purchase safety footwear (Local 49 IUOP, Article 20.1)

Recommendation to approve the following changes in the Personnel Policy:

Page 6 - Reduced Hour Employee:

Reduced hour employees receive holiday, personal floating holiday, vacation and sick leave accruals on a pro-rated basis.

### Page 23 - Benefits

Delete: Floating Holiday Two (2) Days

New hires shall receive floating holiday hours if hired before October 1. If hired on or after October 1, the employee shall receive floating holiday hours the following year.

If an employee does not use their Floating Holidays by the last pay period of the year, the hours cannot be carried over into the following year. There shall be no compensation for unused Floating Holidays.

### Add:

### Personal floating holidays

All full-time, regular employees receive two (2) personal floating holidays per year. Personal floating holidays may be used to cover full or partial-day absences. They must be taken in the calendar year in which given. Under no circumstances will these days be carried over to the next calendar year, nor may they be cashed out if not taken or paid upon termination of employment. A personal floating holiday must be scheduled and approved in advance by the employee's immediate supervisor.

Employees who work less than a 39.5 or 40-hour schedule, will have the personal floating holidays prorated.

If a full time or reduced hour employee takes more than 10 days of unpaid time off in the previous calendar year, the personal floating holidays will be prorated based on the hours worked and those hours given at the beginning of the new calendar year.

Equal Opportunity Employer



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

Personal floating holidays will not be reduced during the time an employee is receiving short term disability benefits.

New hires shall receive personal floating holiday hours if hired before October 1. If hired on or after October 1, the employee shall receive personal floating holiday hours the following year.

Personal floating holidays may not be donated to another employee. Personal floating holidays are paid at straight time.

Recommendation to approve the following changes in the Vacation Donation To Sick Leave Account Policy:

Le Sueur County recognizes that occasions may arise when employees may deplete the usual sick leave and vacation benefits available to them due to their own injury, illness or accident or to care for an employee's immediate family member (spouse or child) with a serious health condition.

Donated leave may be approved for absence necessitated by the serious health condition of the employee or the employee's immediate family member (spouse or child).

Equal Opportunity Employer



# Le Sueur County, MN

Tuesday, May 15, 2018 Board Meeting

## Item 8

### 11:35 a.m. Dolly Rye (15 min)

**RE: Miller Lane** 

Staff Contact:



# Le Sueur County, MN

## Tuesday, May 15, 2018 Board Meeting

## ltem 9

### 11:50 a.m. Darrell Pettis, County Administrator

RE: MnDOT Purchases

**RE: Out of State Travel Request** 

Staff Contact:

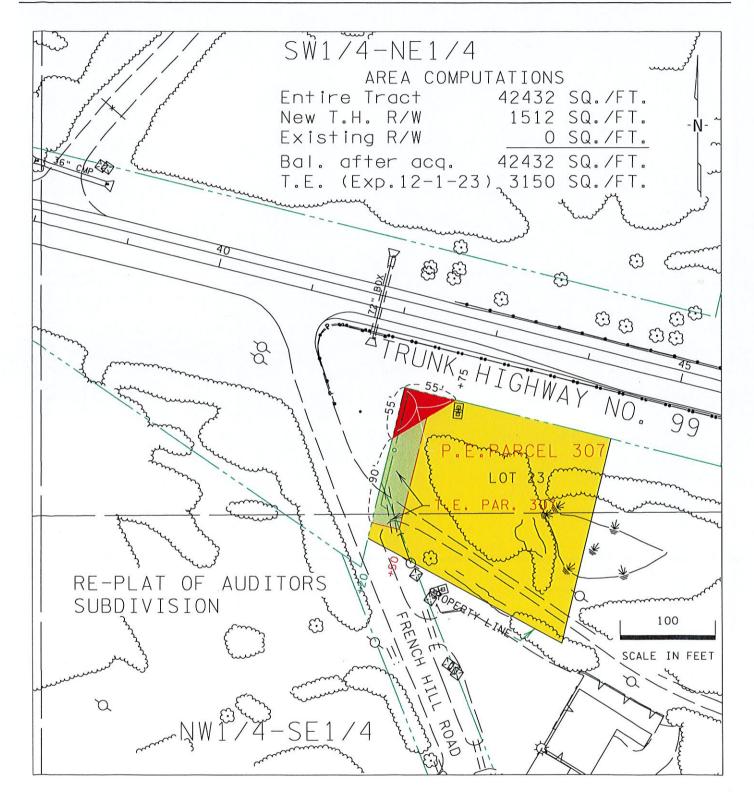
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 4008 (99=21) 901 State Project: 4010-10RW Owner: The County of LeSueur

County: Le Sueur

Parcel Number: 307 Sheet 1 of 1 Scale 1 inch = 100 ft.



Layout sketch by Terry Bakalyar

Created on December 11, 2017

### HIGHWAY EASEMENT

Date:\_\_\_\_\_

. . .

C.S. 4008 (99=21) 901 Parcel 307 County of Le Sueur

For and in consideration of the sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_), County of Le Sueur, a body politic and corporate under the laws of the state of Minnesota, Grantor, hereby conveys and quitclaims to the State of Minnesota, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in Le Sueur County, Minnesota, described as follows:

That part of Tract A described below:

Tract A. Part of Lot 23, Re-Plat of Auditor's Subdivision of Section 22, Township 110 North, Range 26 West, Le Sueur County, Minnesota, described as follows: Beginning at the northwest corner of said Lot 23; thence on an assumed bearing of South 76 degrees 04 minutes 15 seconds East along the northerly line of said Lot 23 a distance of 222.99 feet; thence South 13 degrees 55 minutes 45 seconds West along the easterly line of said Lot 23 a distance of 218.78 feet; thence North 61 degrees 44 minutes 13 seconds West 230.15 feet; thence North 13 degrees 55 minutes 45 seconds East along the westerly line of said a Lot 23 a distance of 161.80 feet to the point of beginning;

which lies northwesterly of the following described line: Beginning at a point on the northwesterly line of Tract A hereinbefore described, distant 55 feet southwesterly of the northwest corner thereof; thence northeasterly to a point on the northeasterly line of said Tract A, distant 55 feet southeasterly of said northwest corner and there terminating;

also a right to use the following described strip for highway purposes, which right shall

Page 1 of 3

cease on December 1, 2023, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes:

A strip being the northwesterly 30 feet of the northeasterly 145 feet of Tract A hereinbefore described, adjoining and southwesterly of the above described strip.

Grantor, for itself, its successors and assigns, does covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuation of this easement; does hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

### COUNTY OF LE SUEUR

By\_\_\_

Its Chairman of the County Board

And

Its Auditor in his capacity as Clerk of the County Board

Page 2 of 3

### STATE OF MINNESOTA ) )SS. COUNTY OF LE SUEUR )

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

This instrument was drafted by the State of Minnesota, Department of Transportation, Legal and Property Management Unit, 395 John Ireland Blvd. St. Paul, MN 55155-1800

Page 3 of 3

STATE O	Management (2-98) F MINNESOTA MENT OF TRANSPORTA	RECOMMENDED FOR APPROVAL	
	OFFER TO SELL MEMORANDUM OF CO		Supervisor of Direct Purchase APPROVED By
C.S.:	4008 (99=21) 901	Parcel: 307	County: Le Sueur

Owners and addresses: County of Le Sueur, Auditor, Le Sueur County Court House, 88 South Park Avenue, Le Center, Minnesota, 56057;

For a valuable consideration, on this	day of,	,, the	undersigned
owners hereby offer to sell and convey to the	State of Minnesota for	a total consideratio	n of
		Dollars (\$	_) an
easement in the real estate or an interest th	erein situated in Le Su	eur County, Minnes	ota, described
in the copy of the instrument of conveyance I	nereto attached.		

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within  $\underline{90}$  days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State  $\underline{O_{\Lambda}}$  days after the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said easement interest shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a written consent of mortgagee. Any fee charged by the mortgage holder for the written consent of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending\_taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

### OWNERS

### COUNTY OF LE SUEUR

Ву\_\_\_\_

Its Chairman of the County Board

And\_\_\_

Its Auditor in his capacity as Clerk of the County Board

(Address of Owner where acceptance is to be mailed.)

. . \*

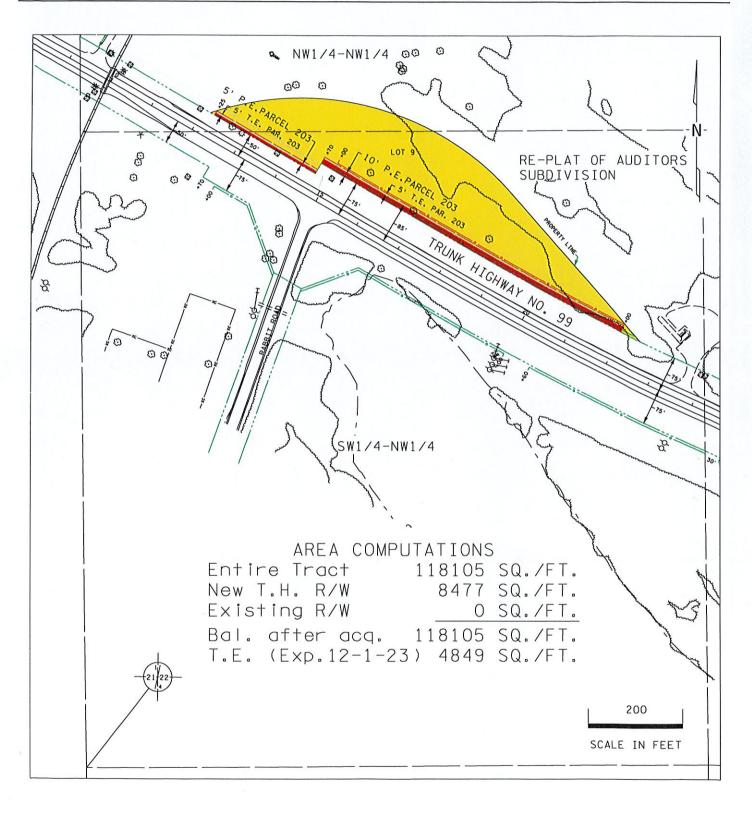
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT

Control Section: 4008 (99=21) 901 State Project: 4010-10RW Owner: The County of LeSueur

County: Le Sueur

Parcel Number: 203 Sheet 1 of 1 Scale 1 inch = 200 ft.



Layout sketch by Terry Bakalyar

Created on December 11, 2017

Office of Land Management (2-98) STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION			RECOMMENDED FOR APPROVAL	
	OFFER TO SELL MEMORANDUM OF CO		Supervisor of Direct Purchase APPROVED By	
C.S.:	4008 (99=21) 901	Parcel: 203	County: Le Sueur	

Owners and addresses: County of Le Sueur, Auditor, Le Sueur County Court House, 88 South Park Avenue, Le Center, Minnesota, 56057;

For a valuable consideration, on this \_\_\_\_\_\_day of, \_\_\_\_\_, \_\_\_\_, the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_) an easement in the real estate or an interest therein situated in Le Sueur County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within \_\_\_\_\_\_\_\_ days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State ON days after the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said easement interest shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a written consent of mortgagee. Any fee charged by the mortgage holder for the written consent of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending\_taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

### OWNERS

### COUNTY OF LE SUEUR

By

Its Chairman of the County Board

And\_\_\_

Its Auditor in his capacity as Clerk of the County Board

(Address of Owner where acceptance is to be mailed.)

#### HIGHWAY EASEMENT

Date:\_\_\_\_\_

C.S. 4008 (99=21) 901 Parcel 203 County of Le Sueur

For and in consideration of the sum of

Dollars (\$\_\_\_\_\_), County of Le Sueur, a body politic and corporate under the laws of the state of Minnesota, Grantor, hereby conveys and quitclaims to the State of Minnesota, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in Le Sueur County, Minnesota, described as follows:

#### That part of Tract A described below:

Tract A. Lot 9, Re-Plat of Auditor's Subdivision of Section 22, Township 110 North, Range 26 West, dated February 15, 1991 and filed for record February 27, 1991, as Document No. 222639 in the office of the County Recorder in the County of Le Sueur, State of Minnesota. Formerly described as: All that part and portion of the premises hereinafter described which lies north of Minnesota State Public Highway No. 99, as the same is presently located thereon, to wit: Lot 7, Auditor's Subdivision of Section 22, Township 110 North, Range 26 West, which premises are more particularly described as follows: Commencing at the west quarter post of Section 22, running thence north along the west line of said Section 22 to the southerly right of way line of the Chicago, St. Paul and Minneapolis and Omaha Bailroad; thence easterly along the southerly line of said right of

and Omaha Railroad; thence easterly along the southerly line of said right of way to the west line of the Kasota and St. Peter Railroad; thence southerly along the west line of said road to the place of beginning; Also, all that part of Lot 8 in Section 22, Township 110 North, Range 26 West, according to the Plat of Auditor's Subdivision of said Section 22, filed for record January 7, 1901, in Book A of Plats on Page 81, in the office of the County Recorder of said Le Sueur No. 99, as the same is now located and used over and across said Lot 8;

Page 1 of 4

which lies between two lines run parallel with and distant 75 feet and 85 feet northeasterly of the following described line: Beginning at the point of termination of Line 1 described below; thence northwesterly along said Line 1 for 730.0 feet and there terminating;

Line 1. Beginning at a point on the west line of said Section 22, distant 1178.6 feet south of the northwest corner thereof; thence southeasterly at an angle of 59 degrees 33 minutes 30 seconds (measured from south to east) for 936.8 feet; thence deflect to the left on a 01 degree 00 minute curve (delta angle 16 degrees 01 minute) having a length of 1601.7 feet for 345.9 feet and there terminating;

together with that part of Tract A hereinbefore described, which lies between two lines run parallel with and distant 50 feet and 55 feet northeasterly of the following described line: Beginning at a point on Line 1 described above, distant 730.0 feet northwesterly of its point of termination (measured along said Line 1); thence northwesterly along said Line 1 for 245.0 feet and there terminating;

together with all right of access, being the right of ingress to and egress from Tract A hereinbefore described, not acquired herein, to Trunk Highway No. 99, except that the abutting owner shall retain the right of access between point distant 700 feet and 975 feet northwesterly of the point of termination of Line 1 described above (measured along said Line 1);

also a right to use the following described strips for highway purposes, which right shall cease on December 1, 2023, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes:

A strip being that part of Tract A hereinbefore described, adjoining and northeasterly of the first above described strip, which lies within a distance of 5 feet northeasterly (measured at right angles) of said strip;

A strip being that part of Tract A hereinbefore described, adjoining and northeasterly of the second above described strip, which lies within a distance of 5 feet northeasterly (measured at right angles) of said strip.

Grantor, for its self, its successors and assigns, does covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuation of this easement; does hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that

Page 2 of 4

may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

COUNTY	OF LE	SUEUR
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Ву\_\_\_

Its Chairman of the County Board

And

Its Auditor in his capacity as Clerk of the County Board

STATE OF MINNESOTA	) )SS.
COUNTY OF LE SUEUR	)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ and \_\_\_\_\_, by \_\_\_\_\_\_ and \_\_\_\_\_, the Chairman of the County Board and Auditor in his capacity as Clerk of the County Board of County of Le Sueur, a body politic and corporate under the laws of the state of Minnesota, on behalf of the body politic and corporate.

### NOTARY PUBLIC

My commission expires:

Page 3 of 4

This instrument was drafted by the State of Minnesota, Department of Transportation, Legal and Property Management Unit, 395 John Ireland Blvd. St. Paul, MN 55155-1800

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# Le Sueur County, MN

Tuesday, May 15, 2018 Board Meeting

## ltem 10

## **Commissioner Committee Reports**

Staff Contact:



# Le Sueur County, MN

Tuesday, May 15, 2018 Board Meeting

## ltem 11

**Future Meetings** 

Staff Contact:

### Future Meetings May – July 2018

### <u>May 2018</u>

Tuesday, May 15	Board Meeting, 9:00 a.m. *Highway Work Session
Thursday, May 17	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, May 22	Board Meeting, 9:00 a.m. *GIS Work Session *Environmental Services Work Session
Monday, May 28	Offices Closed for Memorial Day
	<u>June 2018</u>
Tuesday, June 5	Board Meeting, 9:00 a.m.
Wednesday, June 6	AMC District 7 Meeting, 8 a.m. – 12:00 p.m. in Winthrop, MN
Tuesday, June 12	Board of Equalization Meeting, 6:30 p.m. at the Courthouse in the Commissioners Room
Thursday, June 14	P&Z Meeting, 7:00 p.m. at Environmental Services
Tuesday, June 19	Board Meeting, 9:00 a.m.
Thursday, June 21	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, June 26	Board Meeting, 9:00 a.m.
	<u>July 2018</u>
Tuesday, July 3	Board Meeting, 9:00 a.m.
Wednesday, July 4	Offices Closed for Independence Day
Thursday, July 12	P&Z Meeting, 7:00 p.m. at Environmental Services
Tuesday, July 17	Board Meeting, 9:00 a.m.
Thursday, July 19	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, July 24	Board Meeting, 9:00 a.m.



# Le Sueur County, MN

Tuesday, May 15, 2018 Board Meeting

## ltem 12

**Highway Work Session** 

Staff Contact: