# LE SUEUR COUNTY BOARD OF COMMISSIONERS MEETING AGENDA COMMISSION CHAMBER July 1, 2014

#### 1. 9:00am Agenda and Consent Agenda

RE: 6/24/14 Minutes and Summary Minutes

RE: Repair Request CD #34

RE: Repair Request CD #60

RE: Repair Request CD #23

RE: Repair Request CD #23

RE: Repair Request CD #6

RE: Repair Request CD #58

RE: Repair Request CD #31

RE: Repair Request CD #65

**Future Meetings** 

- 2. **9:05am Claims**
- 3. 9:10 a.m. Human Resources Agenda
- 4. 9:20am Cindy Shaughnessy Public Health Update (15 minutes)
- 5. 9:35 am Le Sueur County Historical Society Annual Report (30 Minutes)
- 6. 10:05 Darrell Pettis, County Administrator / County Engineer

RE: Action on 2013 Unimin Annual Reports and Bonding Requirements

RE: Phase II Proposal for Weaver Property

RE: Flood Damage

RE: Other

#### Le Sueur County, MN

## Tuesday, July 1, 2014 Board Meeting

#### Item 1

#### 9:00am Agenda and Consent Agenda

RE: 6/24/14 Minutes and Summary Minutes

RE: Repair Request CD #34

RE: Repair Request CD #60

RE: Repair Request CD #23

RE: Repair Request CD #23

RE: Repair Request CD #6

RE: Repair Request CD #58

RE: Repair Request CD #31

RE: Repair Request CD #65

**Future Meetings** 

**Staff Contact:** 

### Minutes of Le Sueur County Board of Commissioners Meeting June 24, 2014

The Le Sueur County Board of Commissioners met in regular session on Tuesday, June 24, 2014 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.

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

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

- Approved the Minutes and Summary Minutes for the June 14, 2014 and June 17, 2014 Regular Meetings and the June 14, 2014 Board of Appeal and Equalization Meeting.
- Approved the Application for Exempt Permit for Montgomery KC Council 1573
- Approved Tobacco Licenses for the following retailers:

Vet's Super America, Le Sueur Genesis Cenex. Le Center Valley Lanes dba The Bar, Le Sueur Casey's General Store #2570, Waterville Casey's General Store #2589, Elysian Casey's General Store #2401, Le Center Holiday Stationstore # 233. Le Sueur Mac's Green Mill Bar, Le Sueur Phil Mart, Waterville Davis Marketplace, Waterville Rademacher Foods of Le Sueur Rademacher Foods of Le Center Le Center Municipal Liquor Store Little Dandy, Le Center Beer Oil and Tire. Le Center Scoop's Liquor, Le Sueur Denny's Bar, Inc., Waterville The Liquor Hole, Inc., Kilkenny J & L Bottles, Inc., Waterville The Pit Stop, Elysian Froggy's Liquor Store, Le Sueur Kamp Dells, Waterville Hobber's, St. Peter Dollar General, Le Center Woods Bar & Grill, St. Peter

Jeff Jurewicz and Reid Gronski from Unimin Corporation came before the Board to present the 2013 Kasota, Kasota South and Ottawa Plant Annual Reports.

Dick Peterson, Ottawa Township Board addressed the Board. Township concerns on county road design, funding of the emergency repair project and mandates of the Conditional Use Permit being followed.

John Chamberlain, Ottawa Township resident requested information on blasting and their impact to his home.

On motion by King, seconded by Gliszinski and unanimously approved, the Board tabled action the 2013 Annual Reports until the July 1, 2014 Board Meeting.

Dave Tietz, Sheriff appeared before the Board with a donation from the Unimin Corporation.

On motion by Connolly, seconded by King and unanimously approved, the Board accepted a \$40,000 donation from the Unimin Corporation to the Sheriff's Department for the purchase and installation of eight in car cameras.

At 9:30 a.m. the Board recessed its Regular Session to reconvene the Board of Equalization and Appeal.

At 9:33 a.m. the Chair called the Board back into Regular Session.

Kathy Brockway, Environmental and P & Z Director came before the Board with three items for consideration and approval.

On motion by Gliszinski, seconded by King and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to JOHN VEROEVEN, (APPLICANT/OWNER); MANKATO MN to allow grading, excavating, and filling of approximately 6 cubic yards of material in the bluff for the construction of stairways in a Recreational Residential "RR" District and a Flood Fringe "FF" Overlay District on a Recreational Development "RD" Lake, Lake Jefferson. Property is located at Lot 5, Block 1, Kluntz Lakewood Knoll Subdivision, Section 1, Cleveland Township. Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed Findings of Fact which are on file at the Planning and Zoning Office. The application is approved as written.

On motion by Connolly, seconded by Wetzel and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to HUGH VALIANT, (APPLICANT); WATERVILLE MN, GWENDOLYN THOMPSON, (OWNER), SPRING LAKE MN to allow grading, excavating, and filling of 154 cubic yards of material in the shore impact zone for a shoreline stabilization project in a Recreational Residential "RR" District on a Recreational Development "RD" Lake, Lake Washington. Property is located at Lot 7, Gurnis Lakers Haven, Section 18, Kasota Township. Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed Findings of Fact which are on file at the Planning and Zoning Office. The application is approved as written with the following condition: Applicant is required to obtain the appropriate permits from the DNR prior to starting the project.

On motion by Gliszinski, seconded by King and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to LAKE EMILY LAKE ASSOCIATION, (APPLICANT), LAKE & LINKS HOMEOWNERS ASSOCIATION (OWNERS), ST. PETER MN: to allow grading, excavating and filling of 561 cubic yards of material for the construction of a rain garden in a Recreational Residential "RR" District, on a Recreational Development "RD" Lake, Lake Emily. Property is located at the Outlot of Lakes and Links Subdivision, Section 26, Kasota Township. Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed Findings of Fact which are on file at the Planning and Zoning Office. The application is approved as written with the following condition: The Homeowners Association shall provide a management plan to the LSC Resource Specialist for approval.

Amy Beatty, Environmental Services appeared before the Board to discuss the current flooding situation in Waterville, Waterville Township, Elysian and Elysian Township.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board authorized the expenditure of funds for an additional collection of HHW due to flooding.

Cindy Westerhouse, Human Resources Director appeared before the Board with one item for consideration.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved the following change to the County Personnel Policy: 457 Deferred Compensation Plans, Le Sueur County offers benefits eligible employees the option to enroll in a 457 deferred compensation plan. The County limits the number of 457 deferred compensation plan vendors to four (4), pursuant to Minnesota State Statute 356.24, Supplemental Pension or Deferred Compensation Plans, Subdivision 1b.

Darrell Pettis, County Administrator appeared before the Board with a three items for the Board's consideration and approval.

On motion by Connolly, seconded by King and unanimously approved, the Board approved the following Resolution Declaring a State of Emergency:

WHEREAS the <u>high precipitation storm event</u> impacted the population of <u>Le Sueur</u> County and its cities; and

WHEREAS the <u>high precipitation storm event</u> has caused a significant amount of public property damage; and

WHEREAS the <u>Le Sueur</u> County Department of Emergency Management requests the <u>Le Sueur</u> County Board of Commissioners to declare <u>Le Sueur</u> County in a STATE OF EMERGENCY for the <u>high precipitation storm event</u> of 20<u>14</u>;

NOW, THEREFORE, BE IT RESOLVED, that the Le Sueur County Board of

Commissioners declares <u>Le Sueur</u> County in a State of Emergency for conditions

resulting from the high precipitation storm event of June 11 thru June 19th, 2014.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the following Resolution Requesting a Presidential Declaration of a Major Disaster:

WHEREAS the County of <u>Le Sueur</u> has sustained severe losses of major proportion, caused by high precipitation storm event on the date(s) of June 11th thru June 19th; and

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

WHEREAS substantial damage has been sustained to public and private property, as outlined in the attached damage assessment forms; and

WHEREAS the cost of recovery from this disaster is beyond the resources available within the county, and state and federal resources are necessary;

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, for and on behalf of the citizens of <u>Le Sueur</u> County, request the Governor of the State of Minnesota to petition the President of the United States to declare the County of <u>Le Sueur</u>, Minnesota, to be a major disaster area, through appropriate channels.

Be it further resolved that this request is for:

- 1. The Public Assistance (Infrastructure Support) and Individual Assistance Programs as offered under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- 2. The Hazard Mitigation Program, as offered under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Be it further resolved that the County Emergency Management Director is authorized to coordinate the damage survey teams with local government, and assist in the administration of the disaster recovery process, as needed.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the following Emergency Repair of Bridges and Roads Resolution:

WHEREAS, the County of Le Sueur, Minnesota has sustained severe losses of major proportions, brought on by flood conditions occurring in June, 2014 and

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

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

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

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

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

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

ATTEST:	Le Sueur County Chairman	
until Tuesday, July 1, 2014 at 9:00 am.		
On motion by Connolly, seconded by King and u	nanimousiy approved, the Board adjouri	nea

#### Summary Minutes of Le Sueur County Board of Commissioners Meeting June 24, 2014

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- The Board approved the agenda for the business of the day. (Connolly-Wetzel)
- The Board approved the consent agenda: (King-Gliszinski)
  - Approved the Minutes and Summary Minutes for the June 14, 2014 and June 17, 2014 Regular Meetings and the June 14, 2014 Board of Appeal and Equalization Meeting.
  - Approved the Application for Exempt Permit for Montgomery KC Council 1573
  - Approved Tobacco Licenses
- The Board tabled action the 2013 Annual Reports until the July 1, 2014 Board Meeting. (King-Gliszinski)
- The Board accepted a \$40,000 donation from the Unimin Corporation to the Sheriff's Department for the purchase and installation of eight in car cameras. (Connolly-King)
- •The Board granted a Conditional Use Permit to JOHN VEROEVEN, (APPLICANT/OWNER); MANKATO MN to allow grading, excavating, and filling of approximately 6 cubic yards of material in the bluff for the construction of stairways in a Recreational Residential "RR" District and a Flood Fringe "FF" Overlay District on a Recreational Development "RD" Lake, Lake Jefferson. Property is located at Lot 5, Block 1, Kluntz Lakewood Knoll Subdivision, Section 1, Cleveland Township. Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed Findings of Fact which are on file at the Planning and Zoning Office. The application is approved as written. (Gliszinski-King)
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- The Board authorized the expenditure of funds for an additional collection of HHW due to flooding. (Wetzel-Gliszinski)
- •The Board approved the following change to the County Personnel Policy: 457 Deferred Compensation Plans, Le Sueur County offers benefits eligible employees the option to enroll in a 457 deferred compensation plan. The County limits the number of 457 deferred compensation plan vendors to four (4), pursuant to Minnesota State Statute 356.24, Supplemental Pension or Deferred Compensation Plans, Subdivision 1b. (King-Wetzel)
- The Board approved the following Resolution Declaring a State of Emergency: (Connolly-King)

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WHEREAS the <u>Le Sueur</u> County Department of Emergency Management requests the <u>Le Sueur</u> County Board of Commissioners to declare <u>Le Sueur</u> County in a STATE OF EMERGENCY for the high precipitation storm event of 2014;

NOW, THEREFORE, BE IT RESOLVED, that the <u>Le Sueur</u> County Board of Commissioners declares <u>Le Sueur</u> County in a State of Emergency for conditionsresulting from the <u>high</u> precipitation storm event of <u>June 11 thru June 19th</u>, 2014.

•On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board approved the following Resolution Requesting a Presidential Declaration of a Major Disaster:

WHEREAS the County of <u>Le Sueur</u> has sustained severe losses of major proportion, caused by high precipitation storm event on the date(s) of June 11th thru June 19th; and

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

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Be it further resolved that this request is for:

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Be it further resolved that the County Emergency Management Director is authorized to coordinate the damage survey teams with local government, and assist in the administration of the disaster recovery process, as needed.

The Board approved the following Emergency Repair of Bridges and Roads Resolution: (Gliszinski-Wetzel)

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•On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, July 1, 2014 at 9:00 am.

ATTEST:		
	Le Sueur County Administrator	Le Sueur County Chairman

#### Minutes of Le Sueur County Board of Appeal and Equalization Meeting Tuesday, June 24, 2014

The Le Sueur County Board of Equalization was reconvened on Tuesday, June 24th, 2014 at 9:30 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Joseph Connolly, Steve Rohlfing, Lance Wetzel, John King, David Gliszinski and Pam Simonette. Also present were Shayne Bender, Brent Christian and Darrell Pettis.

Chairman Rohlfing called the meeting back to order.

Shayne Bender, County Assessor, gave an overview of the process and the work that has been done since the last meeting.

On motion by Wetzel, seconded by King and unanimously approved, the Board accepted the recommendations of the County Assessor and ordered the following 2014 parcel assessment changes:

		Val	uation Appeals			ification peals <sup>4</sup>
	Parcel		•	Change	Assesso	Board
	Number <sup>3</sup>			(+/-)	r's	Ordered
Name of Property	(One parcel	Tatal	Total	in EMV	Class	Class
Owner	per line)	Total	Total	(\$)	Class	Class
David Hollenhorst	04.026.0300	182,600	152,400	-30,200		
Greg Holicky	08.020.8200				Res	Ag
Greg Holicky	08.020.8700				Res	Ag
Russ Kopet	08.020.8100				Res	Ag
Randy Snow	10.0136.2700	48,500	29,200	-19,300		
Randy Snow	12.031.2500	1,121,400	889,200	-232,200		
Kevin Huber	20.870.0210	271,900	254,800	-17,100		
Randy Kubes	20.575.0300	19,900	13,900	-6,000		
Randy Kubes	20.575.0310	19,900	13,900	-6,000		
Randy Kubes	20.575.0320	19,900	13,900	-6,000		
Randy Kubes	20.575.0380	19,900	13,900	-6,000		
Randy Kubes	20.575.0390	19,900	13,900	-6,000		
Randy Kubes	20.575.0430	19,900	13,900	-6,000		
Randy Kubes	20.575.0440	19,900	13,900	-6,000		
Randy Kubes	20.575.0450	19,900	13,900	-6,000		
Randy Kubes	20.575.0460	19,900	13,900	-6,000		
Randy Kubes	20.575.0470	19,900	13,900	-6,000		
Randy Kubes	20.575.0480	19,900	13,900	-6,000		
Patrick Ryan	23.480.1110	286,300	277,200	-9,100		
N.P. Commons	23.563.0030	632,200	517,000	-115,200		
Pam Meyer	23.617.0070	275,800	270,800	-5,000		
Connie Brastad	09.028.7500	Tax Question	Tax Question	None		

Connie Brastad	09.028.7600	Tax Question	Tax Question	None	
Connie Brastad	09.030.5000	Tax Question	Tax Question	None	
Connie Brastad	09.032.0100	Tax Question	Tax Question	None	
Connie Brastad	09.032.2600	Tax Question	Tax Question	None	

Having no other persons to come before the Board, on motion by Gliszinski, seconded by Connolly, and unanimously approved, the 2014 Board of Appeal and Equalization was adjourned.

ATTEST:		
	Le Sueur County Administrator	Le Sueur County Chairman

#### Summary Minutes of Le Sueur County Board of Appeal and Equalization Meeting Tuesday, June 24, 2014

• The Le Sueur County Board of Equalization was reconvened on Tuesday, June 24th, 2014 at 9:30 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Joseph Connolly, Steve Rohlfing, Lance Wetzel, John King, David Gliszinski and Pam Simonette. Also present were Shayne Bender, Brent Christian and Darrell Pettis.

•The Board accepted the recommendations of the County Assessor and ordered the following 2014 parcel

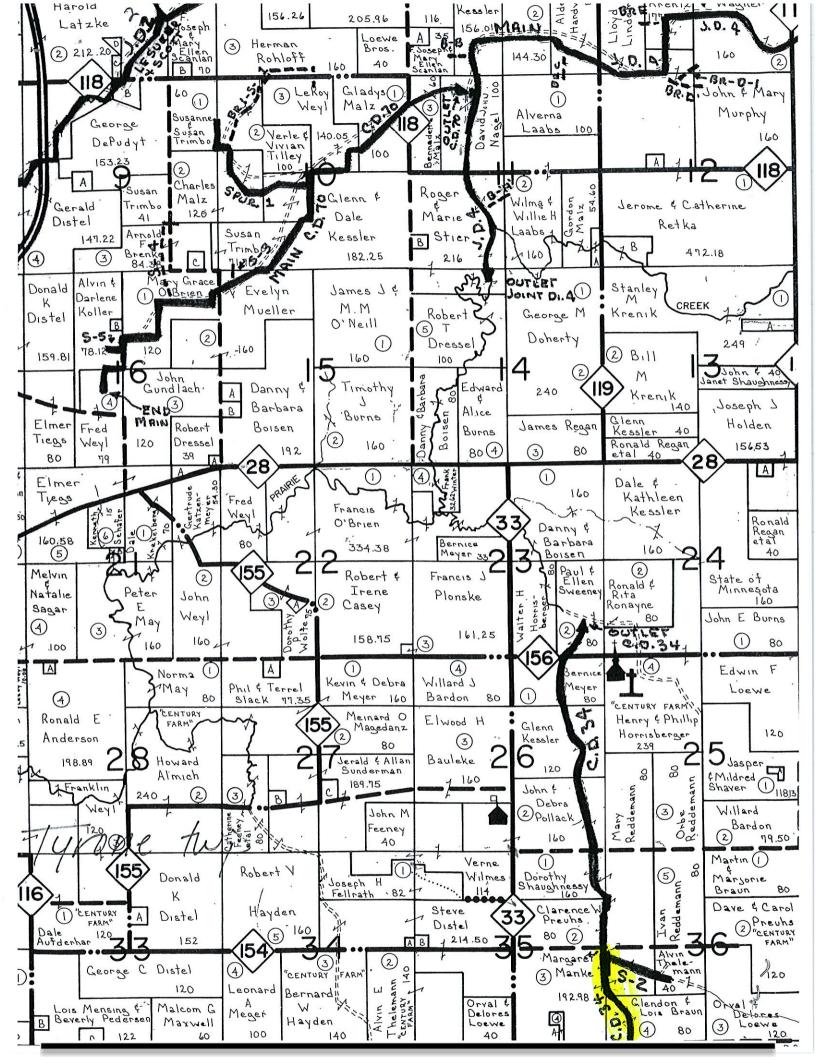
assessment changes: (Wetzel-King)

		Valuation Appeals				
	Parcel			Change	Assesso	Board
Name of Dranarty	Number <sup>3</sup>			(+/-) in EMV	r's	Ordered
Name of Property Owner	(One parcel per line)	Total	Total	(\$)	Class	Class
David Hollenhorst	04.026.0300	182,600	152,400	-30,200		
Greg Holicky	08.020.8200				Res	Ag
Greg Holicky	08.020.8700				Res	Ag
Russ Kopet	08.020.8100				Res	Ag
Randy Snow	10.0136.2700	48,500	29,200	-19,300		
Randy Snow	12.031.2500	1,121,400	889,200	-232,200		
Kevin Huber	20.870.0210	271,900	254,800	-17,100		
Randy Kubes	20.575.0300	19,900	13,900	-6,000		
Randy Kubes	20.575.0310	19,900	13,900	-6,000		
Randy Kubes	20.575.0320	19,900	13,900	-6,000		
Randy Kubes	20.575.0380	19,900	13,900	-6,000		
Randy Kubes	20.575.0390	19,900	13,900	-6,000		
Randy Kubes	20.575.0430	19,900	13,900	-6,000		
Randy Kubes	20.575.0440	19,900	13,900	-6,000		
Randy Kubes	20.575.0450	19,900	13,900	-6,000		
Randy Kubes	20.575.0460	19,900	13,900	-6,000		
Randy Kubes	20.575.0470	19,900	13,900	-6,000		
Randy Kubes	20.575.0480	19,900	13,900	-6,000		
Patrick Ryan	23.480.1110	286,300	277,200	-9,100		
N.P. Commons	23.563.0030	632,200	517,000	-115,200		
Pam Meyer	23.617.0070	275,800	270,800	-5,000		
Connie Brastad	09.028.7500	Tax Question	Tax Question	None		
Connie Brastad	09.028.7600	Tax Question	Tax Question	None		
Connie Brastad	09.030.5000	Tax Question	Tax Question	None		
Connie Brastad	09.032.0100	Tax Question	Tax Question	None		
Connie Brastad	09.032.2600	Tax Question	Tax Question	None		

•Having no other persons to come before the Board, on motion by Gliszinski, seconded by Connolly, and unanimously approved, the 2014 Board of Appeal and Equalization was adjourned.

<b>ATTEST:</b>		
	Le Sueur County Administrator	Le Sueur County Chairman

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# Clean after Crop of .

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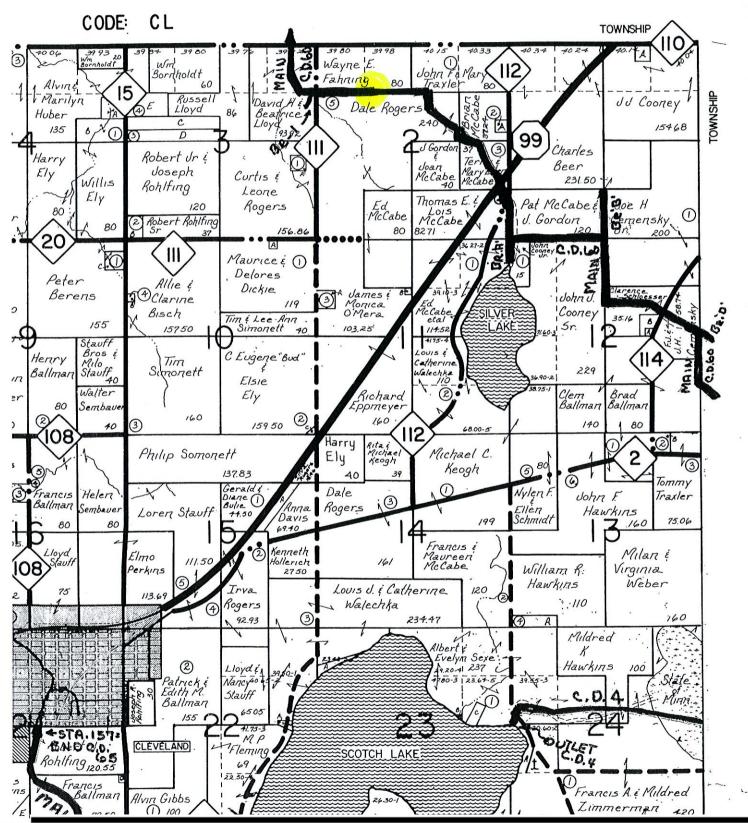
i Jahning 165-10th str Cleveland
Date: 6-17, 2014
on of problem: Wash out on ditch:



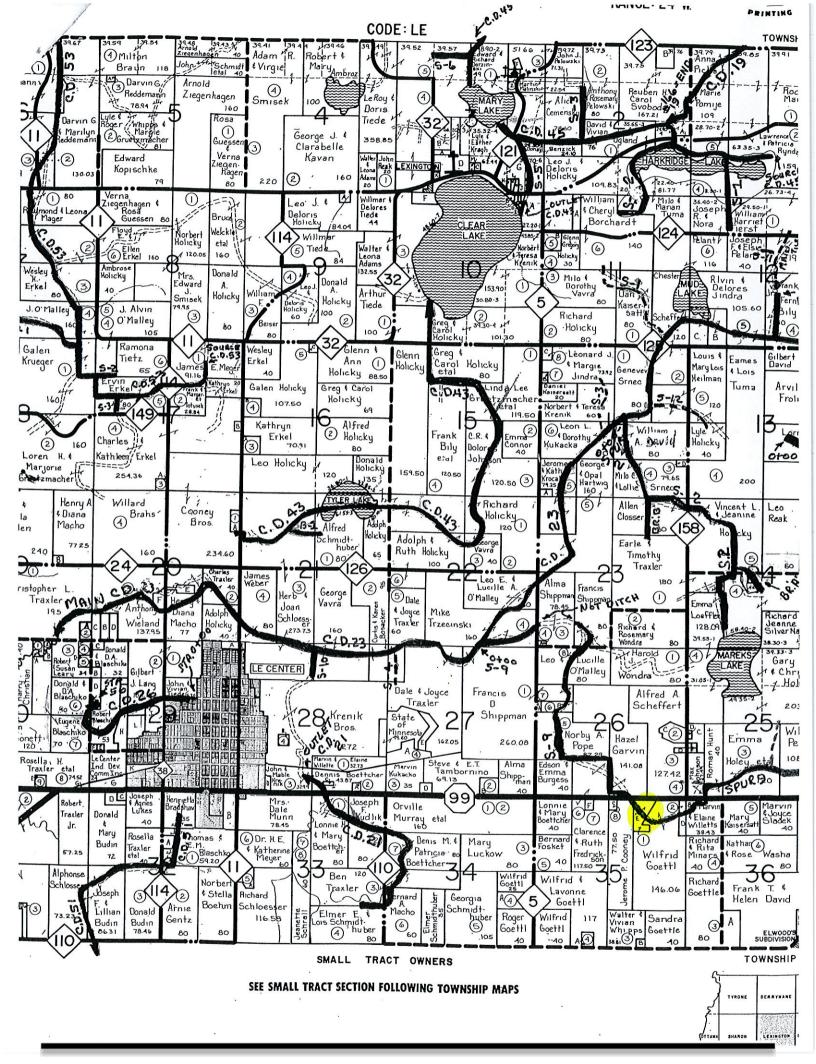
## CLEVELAND



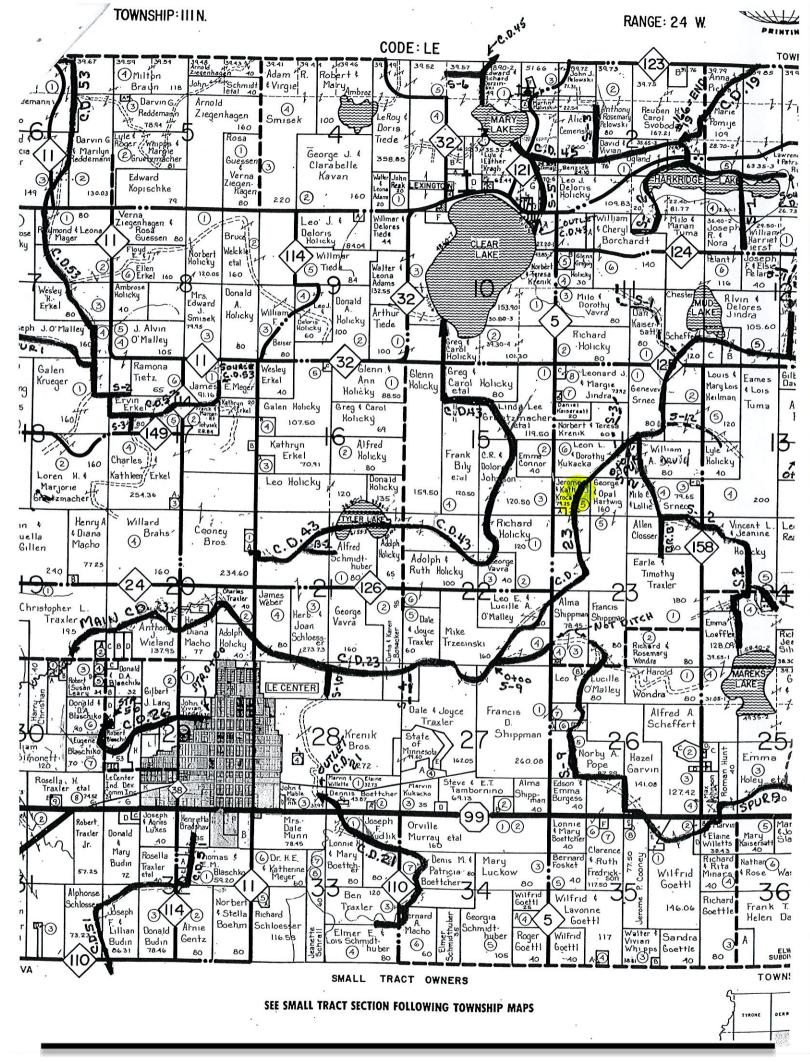
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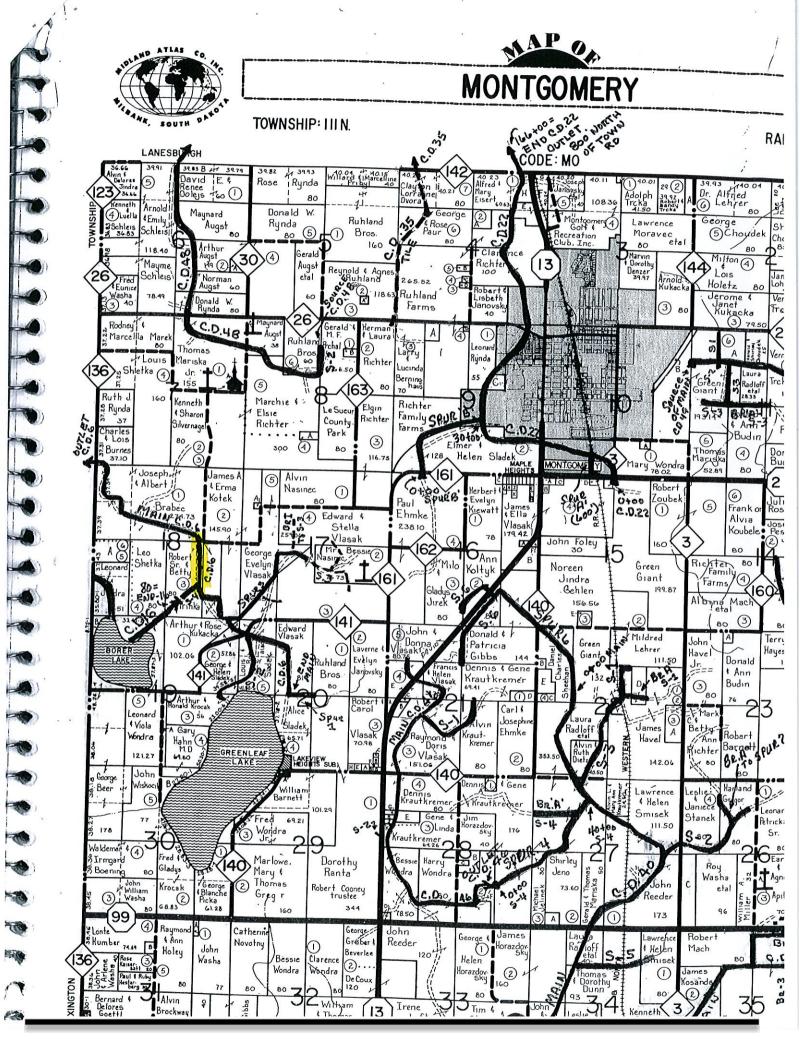
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Description of problem: needs	. · Ne	···	Calvi	r.t.	<del></del> ,
Jim Holicky Drive wa	•				. · ,
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le-25,14 washed out needs new	from CM.	) K P {	leavy Sue Pr	vains	, )



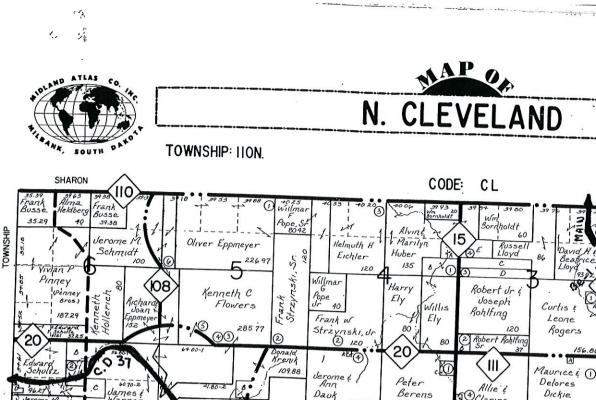
Signed	Address & Phone I
Sim & Kenny	36859 211AVE
Jerome Kroicak	
	·
	*
Date: 6/3	20/14
Description of problem:	Wash around
Culvert. Needs r	epair.

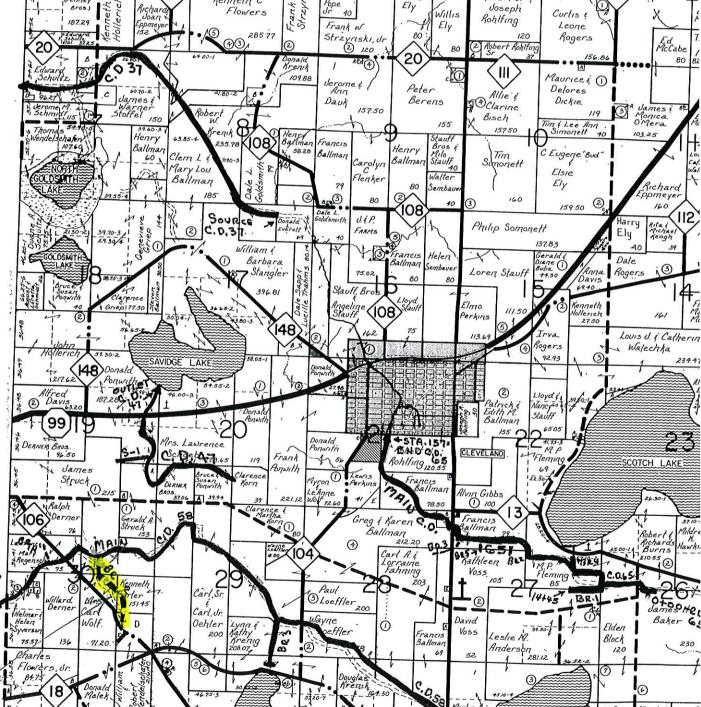


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Date:	6/24/10	; <u>;</u>	. ,	,	
escription of problem: Plys	ed 45	1. da,	· • • • • • • • • • • • • • • • • • • •		
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Board Of Commissioners to clean or	o hereby request the Le Sueur County ut and repair Le Sueur County Ditch
# 58 located in <u>Clev</u>	cland township(s).
Signed	Address & Phone No.
Teval Cuental	507-380-5244
Just Ald	32172 490th Kasota, MN
•	
Date: 6/27	3/14:
Description of problem: Surface	overflow needs cleaning,
•	
Needs cleaning - Si	Ited in due to .
1-24,14 Roger Richland	Ited in due to .  uge vainfall amounts
- Cucy w	





18

Block

R/

Dale Rogers

We, the undersigned land owners, do Board Of Commissioners to clean ou #_31 located in Section 13	hereby request the Le Sueur County t and repair Le Sueur County Ditch township(s).
Signed Thomas Ille	Address & Phone No. 19548 310 WET  Newsprague new 5607
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•	· · · · · · · · · · · · · · · · · · ·
•	
Date: $6-24$ ,  Description of problem: $400 + 10$	
washed out	
New culvert needed	6-25,14 Suc Pahal

T=Tract Number
W=Wedland
FW=Formed Wedland
NW=Non-Wedland
COUNTY
LE SUEUR

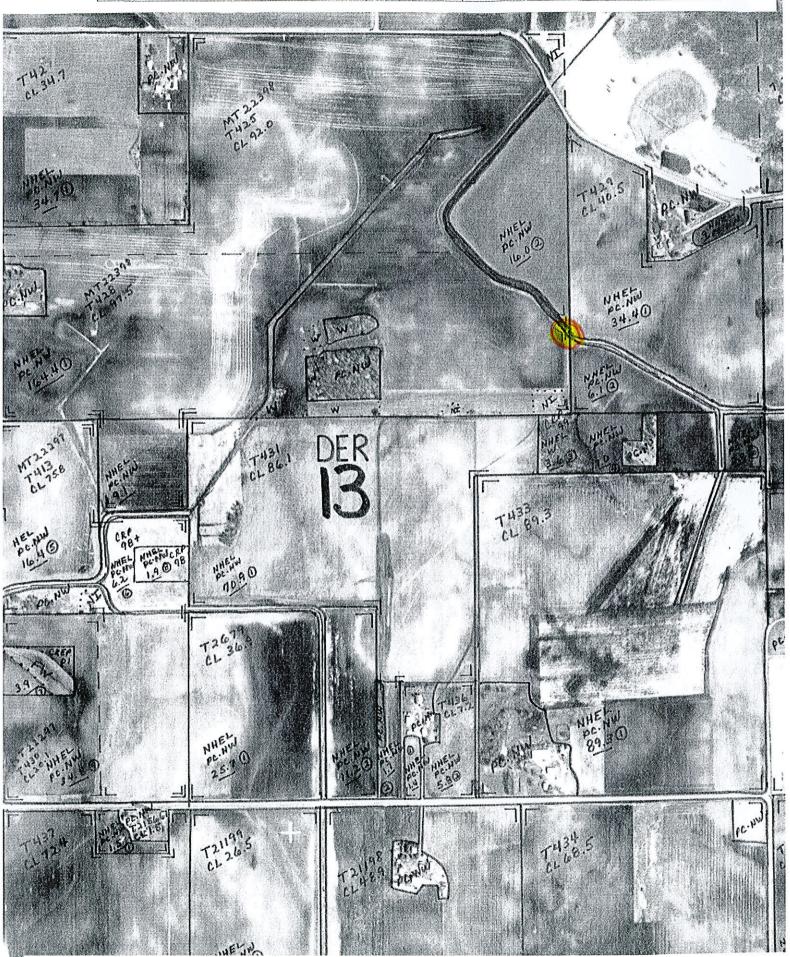
MT=Maltiple Tract Number CW=Converted Wetland NA Non-Agricultural AW=Artificial Wetland

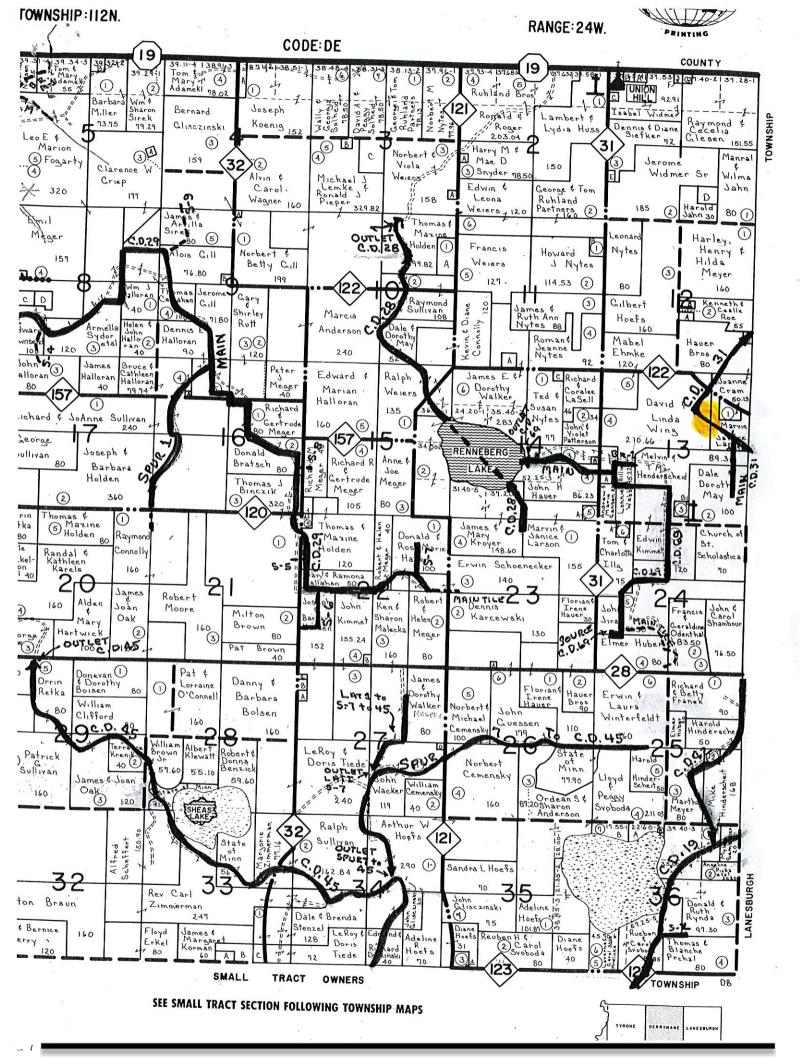
HEL Highly Erodible Land
NHEL Non-Highly Erodible
PC=Prior Converted Welland
ECW=Exempt (Commenced) CW
REPRODUCED CROP YEAR
2001 2001

MW=Minimal Effect Welland (Exercic)
MWC, MWM, MWR=See SWCD
NC=Non-cropland
N(=Non-inventoried

NOT TO SCALE

PHOTO NO G3-R





	downers, do hereby request the Le Sueur
County Board of Commi	ssioners to clean out and repair Le Sueur
County Ditch #_ 65	located in <u>Clevelan L</u> township.
(6)	
Signed	Address/Phone #
Robert Soma	
16 but Smin	44770 Blue Grass Rd
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	11 mint
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Description of problem:	Field Crossing for Jointing land.
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e-25,14 culverA	- needs to be replaced Sue Thhat
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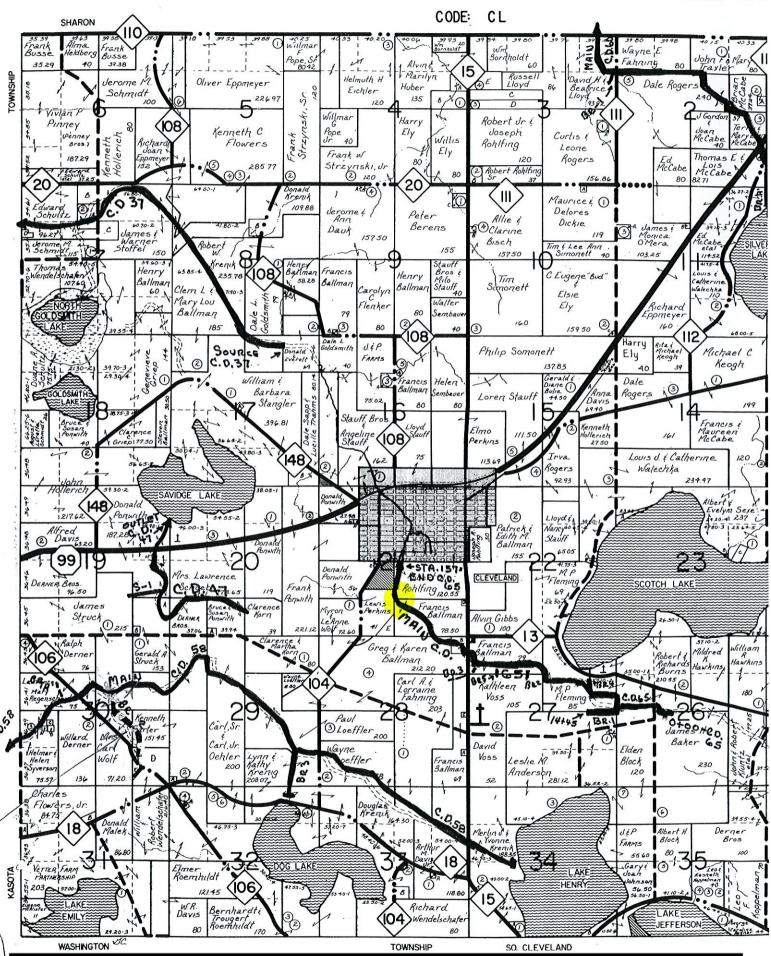




#### N. CLEVELAND

TOWNSHIP: I ION.

RANGE: 25 W.



#### **Future Meetings**

July 1, 2014	Board Meeting, 9am
July 4, 2014	HOLIDAY – OFFICES CLOSED
July 8, 2014	No Board Meeting
July 15, 2014	Board Meeting, 9am
July 15, 2014	Le-Sueur-Waseca Community Health Board Meeting, 1:30pm - Waterville
July 22, 2014	Board Meeting, 9am
July 29, 2014	Board Meeting, 9am
August 5, 2014	Board Meeting, 9am

November 18, 2014 Le-Sueur-Waseca Community Health Board Meeting, 1:30pm - Waterville

### Le Sueur County, MN

Tuesday, July 1, 2014
Board Meeting

Item 2

9:05am Claims

**Staff Contact:** 

### Le Sueur County, MN

Tuesday, July 1, 2014
Board Meeting

Item 3

9:10 a.m. Human Resources Agenda

**Staff Contact:** 



#### **Human Resources**

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

# HUMAN RESOURCES AGENDA ITEMS July 1, 2014

The Employee Recognition Committee and the Le Sueur County Commissioners wish to recognize the following employees celebrating their significant length of service anniversaries.

Doug McCabe	Highway	25 years
Tom Beer	Highway	25 years
Keith Lammers	Highway Dept	20 years
Tom Widmer	Assessor's Office	20 years
Dave O'Malley	<b>Building Maintenance</b>	10 years
Amy Beatty	Environmental	10 years
Herbert Moon	Sheriff's Office	10 years

Recommendation to grant regular status to Jes Kimpton, full time Agency Social Worker in Human Services, effective June 30, 2014. Jes has completed the six-month probationary period.

Recommendation to grant regular status to Jennifer Flicek, full time Assistant County Assessor in the Assessor's Office, effective July 1, 2014. Jennifer has completed the six-month probationary period.

Recommendation to grant regular status to Melanie Nelson, full time 911 Supervisor in the Sheriff's Office, effective July 1, 2014. Melanie has completed the six-month probationary period.

Recommendation to grant regular status to Ryan Overn, full time Jail Administrator in the Sheriff's Office, effective July 1, 2014. Ryan has completed the six-month probationary period.

Recommendation to hire two part time jailer/dispatchers in the Sheriff's Office as Grade 6, Step 1 at \$16.74 per hour.

Recommendation to accept the retirement request from Lucy Helfter, part time Public Health Emergency Preparedness Coordinator in Public Health, effective July 30, 2014. Lucy has been employed with Le Sueur County since September 1969.

Recommendation to approve the small electrical appliance use policy and incorporate in the personnel policy.

Equal Opportunity Employer

# Le Sueur County, MN

Tuesday, July 1, 2014
Board Meeting

Item 4

9:20am Cindy Shaughnessy - Public Health Update (15 minutes)

**Staff Contact:** 



## LE SUEUR COUNTY PUBLIC HEALTH

88 South Park Avenue Le Center, MN 56057 Phone (507) 357-8246 Fax (507) 357-4223

## Public Health Update July 1, 2014 Cindy Shaughnessy, Director

#### **AGENDA**

- 1) Cities Readiness Initiative (CRI) grant
  - Le Sueur County added by CDC because of MSA designation
  - \$15,000 additional Public Health Emergency Preparedness funding
  - · Also additional grant duty requirements
  - Budget period runs July 1, 2014 June 30, 2015
- 2) Lucy Helfter submits request to retire effective July 30, 2014
  - 10 years of service as our PH Emergency Preparedness Coordinator
  - Discussion re: the possibility of a collaborative plan with Waseca County to fill PHEP/CRI Coordinator position
  - The plan will be on the agenda for the July 15<sup>th</sup> CHB meeting
- 3) MnCHOICES reimbursement update
  - Original 4<sup>th</sup> quarter 2013 payment was \$1,978
  - Adjusted 4<sup>th</sup> quarter 2013 payment increased to \$25,426
  - 1st quarter 2014 payment was \$37,493
  - State workgroup addressing payment inequities
- 4) Ronald McDonald Mobile Dental van update
  - Unable to find a dental provider for the mobile unit so operations are suspended as of the end of May
  - 6 clinics held in Le Sueur County in 2013 with 65 patients served
  - Total dollar value of services provided in 2013: \$17,266
- 5) Immunization Rates for Le Sueur County
  - Review reports generated by Immtrack
- 6) SHIP (Statewide Health Improvement Program) 4 county collaborative project
  - Implementation grant funded at \$317,334 for 16 months
  - Grant runs July 1, 2014 October 31, 2015

# Le Sueur County, MN

Tuesday, July 1, 2014
Board Meeting

Item 5

9:35 am Le Sueur County Historical Society Annual Report (30 Minutes)

**Staff Contact:** 

# Le Sueur County, MN

# Tuesday, July 1, 2014 Board Meeting

## Item 6

## 10:05 Darrell Pettis, County Administrator / County Engineer

RE: Action on 2013 Unimin Annual Reports and Bonding Requirements

RE: Phase II Proposal for Weaver Property

RE: Flood Damage

RE: Other

**Staff Contact:** 



June 24, 2014

**CONSULTANTS** 

- FNVIRONMENTAL
- GEOTECHNICAL
- MATERIALS
- FORENSICS

Le Sueur County 88 S Park St Le Center MN 56057

Attn: Darrell Pettis

dpettis@co.le-sueur.mn.us

RE: Phase II Environmental Site Assessment Proposal

Weaver Property

XXX 1st St S, Waterville, Le Sueur Co, MN 56096

AET Proposal No. 03-05212.2

#### Dear Mr Pettis:

American Engineering Testing (AET) is pleased to offer services to Le Sueur County for conducting a Phase II Environmental Site Assessment (ESA) at the above-referenced site, hereafter referred to as the Site. This proposal describes the scope of services, schedule, fees, and other information regarding our services.

#### **Project Information**

The site had been occupied by rail lines from sometime before 1894 until sometime before 1998 and a bulk oil station from sometime before 1937 until sometime before 2008. It has been vacant land since then.

AET previously performed a Phase I ESA (AET Project No. 03-05212, report dated June 23, 2014) on the Site and identified the following recognized environmental conditions (RECs):

- Potential soil and groundwater contamination from the historic presence of trains and their emissions, and
- Potential soil and groundwater contamination from the historic presence of bulk oil tanks.

The purpose of this Phase II ESA scope of services is to determine whether subsurface soils and/or groundwater have been environmentally impacted by former bulk oil facility and rail line.

#### **Scope** of Services

In order to achieve the purpose of this service, AET will perform the following scope of services:

Advance five (5) push-probe soil borings on the Site to the depth of groundwater (estimated between 10 and 15' below grade).

550 Cleveland Avenue North St. Paul, MN 55114 Phone 651-659-9001 Toll Free 800-972-6364 Fax 651-659-1379 www.amengtest.com AA/EEO This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.



Le Sueur County AET Proposal No. 03-05212.2 June 24, 2014 Page 2 of 4

- Field screen soil at about 2' intervals with a photoionization detector (PID) for the presence of organic vapors.
- Collect zero to one soil sample from each boring for chemical analysis for volatile organic compounds (VOCs), total petroleum hydrocarbons (TPH) as diesel range organics (DRO), TPH as gasoline range organics (GRO), polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), and/or heavy metals.
- Collect 0-3 groundwater samples for chemical analysis for VOCs, GRO, DRO, and/or heavy metals.
- Upon completion of the fieldwork and receipt of analytical results, prepare a written report that summarizes the work and gives our conclusions, opinions, and recommendations. Oral results will be provided as they are available. The report will include the boring logs, methodologies used, a sketch showing the soil boring and/or sampling locations, and the results of analytical testing.

#### Limitations

Contamination may exist outside the locations of the planned soil borings and would not be discovered by this investigation.

#### Remarks

As the borings from which we collect groundwater samples for chemical analysis are considered temporary monitor wells, we will need to obtain a permit from the Minnesota Department of Health (MDH) prior to collecting the groundwater samples. Upon completion of collecting groundwater samples, the borings will be sealed in accordance with Well Code enforced by the MDH.

### **Performance Schedule**

Based on current schedule, we are available to perform the field screening and sample collection within 3 weeks. Fieldwork is expected to be complete within one day. Results of the screening and observations of the recovered samples will be available at the completion of fieldwork. Upon completion of fieldwork, samples will be submitted for laboratory analysis. Normal laboratory turnaround time is approximately two weeks with completion of the report within one to two weeks after receipt of the laboratory results.

#### **Conditions**

The attached Service Agreement and Subsurface Boring Supplement apply to this project.

#### **Fees**

Our fees for services will be charged on a time and materials basis in accordance with our current

Le Sueur County AET Proposal No. 03-05212.2 June 24, 2014 Page 3 of 4

schedule of fees, which is attached. For the Phase II ESA scope of services described above, the cost will not exceed \$8500.00 without prior written approval. We will sample the rail line area first. If we encounter petroleum in the bulk storage facility area, we will cease sampling as the Site will than require a Petrofund bid Limited Site Investigation or Remedial Investigation. If we do not encounter evidence of diesel range organics in either area, we will not analyze for PAHs, PCBs, or heavy metals.

#### Acceptance

Please indicate your acceptance of this proposal and authorization to proceed by signing, dating and returning one copy of this proposal to us.

American Engineering Testing appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions, or need additional information, please contact me.

Sincerely,
American Engineering Testing
Jane Al Willard
Jane M Willard, PG, CPG

Phone: (651) 603-2236

Senior Geologist

e-mail: jwillard@amengtest.com

Attachments: Service Agreement

Subsurface Boring Supplement 2014 Environmental Fee Schedule

PROPOSAL ACCEPTANCE			
Signature		Date	
Typed/Printed Name			
Company			

#### **SECTION 1 - RESPONSIBILITIES**

- <u>1.1</u> The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. Verbal proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions. By signing the proposal or verbally authorizing the services, the authorizing party attests that they have the authority to legally bind the Client to agreement.
- 1.2 Prior to AET performing services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's services. If new information becomes available during AET's services, Client will provide such information to AET in a timely manner. Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.
- 1.3 Services performed by AET will not relieve other persons of their responsibilities according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client or other persons. AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities. AET will not be responsible for directing or supervising the work of others, unless specifically authorized and agreed to in writing.
- <u>1.4</u> Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.
- 1.5 AET is not responsible for interpretations or modifications of AET's recommendations by other persons.
- 1.6 Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.
- 1.7 AET reserves the right to charge for time to negotiate new terms and conditions from those portrayed in our proposal or should the Client require the use of their contract format. If mutually acceptable terms cannot be established, AET shall have the right to withdraw their proposal without any liability to the Client, Owner or other parties and assigns associated with the project. If Client requests use of their contract format after the services have already been authorized, AET will be compensated for services rendered prior to approval of the Client's contract by both parties according to the AET Terms and Conditions.
- 1.8 The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. If Client authorizes the services after the expiration date, AET reserves the right to review and revise the proposal as necessary.

#### **SECTION 2 - SITE ACCESS, RESTORATION AND UTILITIES**

- 2.1 Client will furnish AET safe and legal site access.
- <u>2.2</u> It is understood by Client that in the normal course of its services AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.
- <u>2.3</u> If AET is required to locate public or private underground utilities or subsurface structures ("hidden features") in its efforts to conform to reasonable standards of care, AET is entitled to rely on the location information provided by locating vendors. Client shall provide AET with any information available or reasonably obtainable to help prevent our services from encountering such hidden features. AET will not accept liability for encounters with hidden features.

#### **SECTION 3 - SAFETY**

- <u>3.1</u> Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate services. Client shall be responsible for payment of such additional protection costs.
- 3.2 AET shall only be responsible for safety of AET employees at the site. The Client or other persons shall be responsible for the safety of all other persons at the site.

#### SECTION 4 - SAMPLES

- **4.1** Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.
- **4.2** Non-hazardous samples will be held for 30 days and then discarded unless, within 30 days of the report date, the Client provides a written request that AET store or ship the samples, at the Client's expense.

#### **SECTION 5 - PROJECT RECORDS**

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

ACS 401 (08/13)

#### **SECTION 6 - STANDARD OF CARE**

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

#### **SECTION 7 - INSURANCE**

AET maintains Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance, as described below. Upon request, prior to commencing the Services, AET can furnish Client with Certificates of Insurance evidencing that the insurance is in effect and in full force.

- <u>7.1</u> Commercial General Liability insurance will include coverage for Products/Completed Operations (extending two (2) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require), Broad Form Property Damage including Completed Operations, Personal Injury, and Blanket Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.
- 7.2 Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.
- <u>7.3</u> Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for two years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- <u>7.4</u> AET can, if requested by client and permitted by AET's insurer, endorse its Commercial General Liability (including Products/Completed Operations coverage) to add Client and Owner as an "additional insured" with respect to liability arising out of the Services performed for Client or Owner by AET. Such insurance afforded to Client and Owner as an additional insured under AET's policies shall be primary insurance and not contributory with, any insurance purchased or maintained by Client or Owner.
- <u>7.5</u> AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, and with insurance carriers licensed to do business in the state in which the Project is located and having a current A.M. Best rating of no less than A minus (A-).
- <u>7.6</u> AET reserves the right to charge Client for additional coverage, coverage limits or policy modification including waiver of subrogation and other project specific requirements not known at the time of our proposal, subject to approval by AET's insurance providers.

#### **SECTION 8 - DELAYS**

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

#### **SECTION 9 - PAYMENT, INTEREST AND BREACH**

- <u>9.1</u> Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct. In any case, Client shall pay for services of AET within 30 days of invoice.
- <u>9.2</u> Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.
- 9.3 If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability as well as withhold any and all data from Client until such invoice payments are restored to a current status.
- 9.4 Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

#### **SECTION 10 - MEDIATION**

- 10.1 Except for enforcement of AET's rights to payment for services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party should fail to respond to a request for mediation within 60 days after the request, this requirement for mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings shall be of no force and effect.
- <u>10.2</u> Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

#### SECTION 11 - LITIGATION REIMBURSEMENT

Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

ACS 401 (08/13)

#### **SECTION 12 - MUTUAL INDEMNIFICATION**

- <u>12.1</u> AET agrees to indemnify Client from and against liability arising out of AET's negligent performance of the services, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.
- 12.2 Client agrees to indemnify AET from and against liability arising from the negligent conduct of the Client, Owner, Client's Contractors/Subcontractors or other third parties, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.
- 12.3 If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.
- 12.4 AET's indemnification to the Client is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence
- <u>12.5</u> AET will not accept any obligation to indemnify Client other than to meet the standard of care. If a court of competent jurisdiction rules that indemnity is implied or if required by law, AET's obligation for the costs of indemnity is only to the extent due to AET's negligent acts, errors or omissions.

#### **SECTION 13 - LIMITATION OF LIABILITY**

Client agrees to limit AET's liability to Client arising from AET's negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$25,000.

#### **SECTION 14 – UNIONIZATION**

AET reserves the right to renegotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client and will not accept any liability for any penalties or costs from Client, Owner and their successors, assignees, joint-venturers, Contractors and Subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

#### **SECTION 15 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

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

#### **SECTION 16 - TERMINATION**

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

#### **SECTION 17 - SEVERABILITY**

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

#### **SECTION 18 - GOVERNING LAW**

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of Minnesota.

#### **SECTION 19 - ENTIRE AGREEMENT**

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

ACS 401 (08/13)

#### SECTION 1 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

- **1.1** It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, as well as any underground improvements located on the site. AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available prior to drilling.
- <u>1.2</u> Public utility owners may not provide the locating service on private property. In such situations, the Client is responsible for location of such utilities prior to drilling.
- <u>1.3</u> The property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. The Client is responsible for location of these improvements.
- <u>1.4</u> AET will not be responsible for any damages to "non-located" or incorrectly located underground utilities or other manmade improvements.

#### **SECTION 2 - SITE RESTORA**TION

2.1 - Client accepts that in the normal course of field exploration work, certain types of damage to the site may occur which are inherent with this type of work, such as tire indentations to lawns and landscape areas. It is the responsibility of AET to take reasonable precautions to minimize such damage. It is also AET's responsibility to patch boreholes placed through pavement or slab areas after performance of borings. Otherwise, restoration of the site is the responsibility of the client.

#### **SECTION 3 - CONTAMINATION**

- 3.1 Client acknowledges and accepts that unavoidable contamination risks may be associated with AET's subsurface drilling, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Client and AET agree that the discovery of unanticipated actual or suspected hazardous materials may make it necessary for AET to take immediate measures, including regulatory notification, to protect human health and safety, and/or the environment. Client and AET also agree that the discovery of such materials constitutes a changed condition which may result in added costs to the Client, and may require a renegotiation of work scope or termination of services.
- <u>3.2</u> Pursuant to risks set forth in Section 3.1, which are inherent with AET's work performed on the Client's behalf, Client agrees to hold harmless and indemnify AET from and against liability associated with contamination resulting there from.

#### **SECTION 4 - LOST EQUIPMENT**

Equipment lost in bore holes may be required to be retrieved or properly abandoned by government agencies. Client agrees to pay AET all costs related to retrieving and/or abandoning such equipment at AET fee schedule rates, unless agreed otherwise.

#### **SECTION 5 - LIMITATIONS OF SUBSURFACE EXPLORATION**

Client recognizes that unavoidable risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Variations in soil conditions usually occur between and beyond sampled/tested locations. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because the variability of conditions cannot be seen. For similar reasons, actual environmental, geologic and geotechnical conditions that AET characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. Client recognizes that nothing can be done to eliminate the risks associated with these limitations.

ACS 402 (12/08)



# American Engineering Testing, Inc. 2014 Environmental Fee Schedule

CONSULTANTS
• ENVIRONMENTAL

• GEOTECHNICAL

MATERIALSFORENSICS

Engi	neering/	Technio (	cal Person	nel Rates

Administrative Assistant	\$63/hr
Engineering/Environmental Technician I	69/hr
Draftsperson	77/hr
Engineering/Environmental Technician II	81/hr
Drill Technician/Geotechnical Lab Technician	91/hr
Technician Level II CWI/ICBO	93/hr
Senior Engineering/Environmental Technician III	97/hr
Engineering Assistant	107/hr
Engineer I, Geologist I, Scientist I	115/hr
Senior Engineering Assistant	120/hr
Engineer II, Geologist II, Scientist II,	131/hr
Senior Engineer, Geologist, Scientist	147/hr
Principal Engineer, Geologist, Scientist	176/hr
Principal of Firm	188/hr
Litigation Preparation	240/hr
Deposition or Court Time (4-hour minimum)	305/hr
	Engineering/Environmental Technician I Draftsperson Engineering/Environmental Technician II Drill Technician/Geotechnical Lab Technician Technician Level II CWI/ICBO Senior Engineering/Environmental Technician III Engineering Assistant Engineer I, Geologist I, Scientist I Senior Engineering Assistant Engineer II, Geologist II, Scientist II, Senior Engineer, Geologist, Scientist Principal Engineer, Geologist, Scientist Principal of Firm Litigation Preparation

The rates presented are portal to portal, with vehicle mileage, expenses and equipment rentals being additional. Reduced rates may be negotiated for long-term projects.

Overtime for personnel categories A-E charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Night time shift work will include a premium charge of \$30.00 per person per shift.

#### Vehicle Mileage (personnel time and rental extra)

A.	Personal Automobile/Truck	\$.75/mi
B.	½ or ¾-ton AuxiliaryTruck/Van	1.00/mi
C.	Truck with Coring Equipment	1.10/mi
D.	1 or 2-ton Rig Auxiliary Truck	1.15/mi
E.	Truck with Warning Sign/Crash Trailer	1.20/mi
F.	1-ton Truck with Drill Rig	1.20/mi
G.	1½ to 2½-ton Truck with Drill Rig	1.35/mi
H.	20-Ton CPT Truck Rig	1.60/mi
I.	Tractor/Lowboy Trailer	1.80/mi

#### **Site Exploration Equipment Rental/Services**

Site Exploration Equipment Rental/Services				
A.	Drill Rig Rental			
	1. Rotary Drill on 4WD 1-ton Truck	\$67/hr		
	2. Rotary Drill on 2WD 1½ to 2½-ton Truck	77/hr		
	3. Rotary Drill on 4WD 1½ to 2½-ton Truck	79/hr		
	4. Rotary Drill on All-Terrain Vehicle	107/hr		
	5. Portable, Non-rotary Rig	77/hr		
В.	Rig Auxiliary/Specialty Vehicle Rental			
	1. Trailer	8/hr		
	2. 3/4-ton Truck	17/hr		
	3. 1-ton or 2-ton Truck	22/hr		
	4. Truck with Warning Sign/Crash Trailer	27.50/hr		
	5. Truck with Coring Equipment	43/hr		
C.	Cone (CPT) Rig/Equipment Rental			
	1. 20-Ton CPT Rig, Truck or ATV	\$140/hr		
	2. Electronic Cone or Piezocone w/computer	40/hr		
	1			

	4	Soil Sampler	3.50/hr
	5.	Water Sampler	20/hr
D.		otechnical Equipment Rental	20/III
υ.	1.	Field Vane Shear	315/day
	2.	Inclinometer Reading Equipment	325/day
	3.		323/ day
	٥.	(pore pressure, settlement or earth pressure)	165/day
	4.	Bore Hole Permeability	105/44
	••	a) Open End Casing Method	133/day
		b) HQ Wireline Packer	325/day
	5.	Borehole Pressuremeter	67/hr
	6.	Iowa Borehole Shear Tester	330/day
	7.	Double Ring Infiltrometer	255/day
	8.	GPS Mapping System Equipment	15/hr
	9.	Pile Driving Analyzer (PDA)	730/day
		Calibrated SPT Rod	195/day
	11.	Field Electrical Resistivity Equipment	•
		(Wennar 4-Pin)	230/day
	12.	Field Seismic Refraction Equipment	
		(ReMi)	400/day
E.	Geo	otechnical Software Rental	
	1.	Finite Element (seepage or soil deformation)	55/hr
	2.	CAPWAP	30/hr
		Wave Equation (WEAP)	15/hr
	4.	LPILE or Group	15/hr
		Slope Stability (ReSSA)	15/hr
	6.	Stabilized Earth Slopes and Walls	15/hr
	7.	Settlement (FoSSA)	15/hr
	8.	SHAFT	15/hr
F.	Bit	Wear	
	1.	Diamond Bit - Sedimentary Rock	
		a) B, NQ	10/ft
		b) HQ	12/ft
	2.	Diamond Bit - Metamorphic and Igneous	
		a) B, NQ	17/ft
		b) HQ	20/ft

#### Water and Wastewater Monitoring Equipment Rental

Α.	ISCO Autosampier	\$55/day
B.	Refrigerated ISCO Autosampler	100/day
C.	Liquid Level Recorder	50/day
D.	Flow Meter	85/day
E.	Confined Entry Equipment	140/day
F.	Weir Materials	40/day
G.	Recording pH Meter	45/day
H.	Kemmerer Type Sampler	45/day
I.	Chlorine Residual Meter	45/day
J.	DR2000 Spectrophotometer	85/day

#### **Groundwater Monitoring Equipment Rental**

Dissolved Oxygen Meter	\$50/day
pH Meter	25/day
Conductivity Meter	25/day
Redox Potential Meter	25/day
	pH Meter Conductivity Meter

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# American Engineering Testing, Inc. 2014 Environmental Fee Schedule

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS

FORENSICS

E.	Bailers-Polypropylene	15/ea
F.	Bailers-Teflon	30/ea
G.	Groundwater Modeling Software	25/hr
H.	Water Level Probe	50/day
I.	Oil-Water Interface Sensor	90/day
J.	Well Rate of Recovery Equipment	150/day
K.	2" Pump Assembly	110/day
L.	Peristaltic Assembly	60/day
M.	YSI Multi-Parameter Meter	120/day
N.	Turbidity Meter	25/day
O.	Groundwater Filter – Nalgene	10/ea
P.	HydroPunch	250/day

Q.	Vacuum Sampler Assembly	100/day
R.	Heated Sample Line Assembly	150/day
S.	Orsat Analyzer	100/day
T.	40L Tedlar Bag	35/ea
U.	Three-Dimensional Pitot Tube Assembly	200/day
V.	EPA Method 6C Analyzer	325/day
W.	EPA Method 7E Analyzer	325/day
X.	EPA Method 10 Analyzer	325/day
Y.	Sample Gas Conditioner	100/day
Z.	Extractive FTIR Anlayzer	3000/week
AA	Gas Chromatograph	quoted per job

#### Soil Sampling and Support Equipment Rental

A.	Direct Push Sampling System (Geoprobe 7)	\$95/hr
B.	XRF Analyzer	550/day
C.	Soil Auger Assembly	50/day
D.	Power Auger	65/day
E.	Hammer Drill, small	25/day
F.	Site Trailer	85/day
G.	Level A, B, or C Protective Gear	quoted per job
H.	Vacuum Blower	quoted per job
I.	Coliwassa Sampler	15/ea
J.	Steam Cleaning Service (includes rental)	
	1. Drill Rig/Tools	315/clean
	2. Down Hole Drill Tools Only	210/clean
K.	Steam Cleaner	140/day
L.	Portable Generator (220 volt)	25/day
M.	Magnetic Locator	25/day

#### Expenses

Direct Project Expenses:	
includes out-of-town per diem; plowing and tow	wing; special
equipment, materials and supplies; special trave	el,
transportation and freight; subcontracted service	es, and

miscellaneous costs

Cost + 15%

Equipment Replacement -

(when abandonment is more feasible than recovery) Cost

very) cost

Equipment Recovery –

(when required by regulatory agencies or project specifications)

Cost + 15%

#### **Industrial Hygiene Equipment Rental**

A.	Sampling Pump, 28.3 liter	\$50/day
B.	Sampling Pump, High Flow	100/day
C.	Sampling Pump, Dragger	25/day
D.	Protimeter Moisture Monitor	100/day
E.	Bore Scope	25/day
F.	Wet Wall Detector	25/day

## **Clerical/Drafting Services and Rentals**

A.	Re	poi	rt l	Rep	roducti	on

C.

1.	Minimum (copying additional)		50/report
2.	Copying		.35/sheet
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B. Computer and Software Rental (personnel time extra)

1.	AutoCAD or Microstation	25/hr
2.	CADD Plotting	1.00/sq.ft.
3.	Air Dispersion Modeling	25/hr
4.	Ground Water Modeling	25/hr
Dig	gital Camera/Photographs	
1.	Camera Rental	25/day

2. Color PhotographsD. Direct Project Expenses1.50/pageCost +15%

A minimum charge of \$100.00 per job may be assessed to cover administrative costs.

#### **Air Monitoring Equipment Rental**

7 11	withing Equipment Rental	
A.	Photoionization Detector	\$115/day
B.	Flame Ionization Detector	175/day
C.	LEL Meter	100/day
D.	Landtec Methane Meter	175/day
E.	Gas Meter (LEL,O <sub>2</sub> ,H <sub>2</sub> S, CO)	115/day
F.	Methane Meter	100/day
G.	Air Velocity Meter	100/day
H.	Air Flow Measurement Instrumentation	100/day
I.	EPA Method 25 Analyzer	325/day
J.	Impinger/Meter Console Assembly	250/day
K.	EPA Method 3A Analyzers	325/day
L.	EPA Method 5/17 Sampling Train	375/day
M.	EPA Method 201A Sampling Train	425/day
N.	EPA Method 23 Sampling Train	550/day
O.	EPA Method 26A Sampling Train	325/day
P.	EPA Method 29 Sampling Train	550/day