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# Le Sueur County, MN

Tuesday, October 21, 2014

## Board Meeting

### Item 8

**11:00 a.m. Darrell Pettis, County Administrator**

*RE: Award Bid SAP 40-599-023 Tyrone Twp Bridge*

*RE: Tim Biehn Farm Lease Renewal*

*RE: Waterville City Garage Lease Agreement*

*RE: Waterville EDA Sublease Agreement*

*RE: Engineering Service Agreement 367th Ave and 570th Ave*

*RE: MCIT Delegate and Alternate*

*RE: Municipal Maintenance Agreements*

*RE: Set Public Hearing for 2015-2019 CIO*

*RE: Set Public Hearing for Proposed Fee Increases*

Staff Contact:

## FARM LEASE

THIS AGREEMENT, Made **30th** day of **October, 2014**, by and between the County of Le Sueur, party of the first part, LESSOR, and **Tim Biehn**, party of the second part, LESSEE.

WITNESSETH, That the said party of the first part, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease and Let unto the said party of the second part, the following described premises situated in the County of Le Sueur, and State of Minnesota, viz:

49.5 crop acres of Kasota Township, in Section 12-109-26, Le Sueur County, Minnesota. A complete legal description of said property may be obtained from the office of the Le Sueur County Recorder.

Lessee hereby agrees to cultivate and otherwise manage not less than 49.5 acres each year during the continuance of this Lease.

To have and to hold, the above rented premises unto the said Lessee, its heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of two (2) years from and after the 1<sup>st</sup> day of January 2015 the term of this Lease ending the 31<sup>st</sup> day of December 2016. Lessee has right to remove crop after December 31, 2016 if weather conditions do not permit him to do so by that date.

And the Lessee agrees to and with the said Lessor to pay as rent for the above mentioned premises, for and during the full term of this Lease, the sum of **\$19,800.00** payable at Le Center, Minnesota, as follows:

**\$9,900.00 on** or before April 30<sup>th</sup>, 2015

**\$9,900.00 on** or before April 30<sup>th</sup>, 2016

And it is Further Agreed, By and between the parties as follows: That should the said Lessee fail to make the above mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said the Lessor may re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entry working a forfeiture of the rents to be paid by the said Lessee for the full term of this Lease. That if the Lessor sells said premises during the life of this Lease and before the crop is in the ground, and desires to give possession to the purchaser, that the Lessee will forthwith surrender possession of said leased premises upon the payment to him of **\$8.00** per acre for each acre of said premises newly plowed by said Lessee at the time said possession is demanded; if sold after the crop is in, than said Lessee shall have the right to remove such crop when ready to be harvested. That if said Lessor sells said premise during the term of this lease, the purchaser may at any time enter upon the leased premises for the purpose of plowing, breaking more land, summer-fallowing, cultivating or otherwise improving any par of said premises not in actual cultivation by said Lessee, and without such entry working any forfeiture of the rents herein agreed to be paid. That if the said Lessee

remains in possession of said premise after the expiration of the term for which they are hereby leased, such possession shall not be construed to be a renewal of this lease, but to be a tenancy at the will of the said Lessor, which may be terminated upon ten days' notice, given by the said Lessor in writing, either delivered to the Lessee or sent to him in a sealed envelope, duly stamped and directed to him.

And the said Lessee also covenants and agrees to and with the said Lessor, not to assign this lease or underlet the above rented premises or any part thereof, without first obtaining the written consent of the said Lessor and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said Lessor, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said Lessee also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to protect the shade trees thereon, and not to cut green trees and to commit no waste or damage on said real estate and to suffer none to be done; and further agrees not to remove any straw from said farm.

The part of the second part is also to destroy all Russian thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the time prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the party of the first part or his agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

And the said Lessor covenants that the said Lessee, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said remised premises. In the events of any rents due hereon being collected by suit, the Lessee further agrees to pay all expenses, which may be incurred thereby.

In the event of default by lessee, the expenses of retaking, holding, preparing for sale, selling and the like, shall include the reasonable attorneys fees and legal expenses of said Lessor.

IN TESTIMONY WHEREOF, Both parties have hereunto set their hands the day and year hereinbefore written.

**County of Le Sueur**

By \_\_\_\_\_

Its \_\_\_\_\_

**Tim Biehn**

By  \_\_\_\_\_

Its \_\_\_\_\_

## **Minnesota Real Estate Lease Agreement**

This **LEASE AGREEMENT** dated this \_\_\_\_ day of \_\_\_\_\_, 2014, (hereinafter referred to as the "Lease") is by and between County of Le Sueur, MN ("Landlord"), and City of Waterville, MN ("Tenant").

1. **PREMISES AND POSSESSION.** The Landlord hereby leases to the Tenant and the Tenant hereby takes from the Landlord, for the Term and upon the conditions hereinafter provided, the Premises located at 411 Reed Street South, Waterville, MN a/k/a the "City Garage" (PID No. 24,999.0205). (See also attached Exhibit "A") ("Premises"). The "Premises" is specifically confined to the real estate in which the City Garage shall be located.

The purpose of this Lease Agreement is for the City to construct and maintain a building facility located on the premises known as the "City Garage".

2. **TERM.** This lease shall begin on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and end on the last day of December, 2114, subject to the terms and conditions set forth below. This shall be known as the Initial Term. The parties shall negotiate in good faith to extend or terminate the Lease at the end of the term referenced herein.

In the event the tenant no longer maintains the City Garage located on the premises, or said structure is otherwise removed, the City shall have the option to terminate this Lease Agreement upon sixty (60) days written notice.

3. **LEASEHOLD IMPROVEMENTS.** Tenant is taking the Premises and accepting the condition of the Premises "AS IS" and Landlord is under no obligation to make any structural or other alterations, decoration, additions or improvements. Tenant shall not make, and shall not commence, any improvement that has not been previously approved by the Landlord. The parties agree prior consent has been obtained for the construction of the City Garage.
4. **BASE RENT.** There shall be no base rent.
5. **SECURITY DEPOSIT.** There shall be no security deposit paid by Tenant.
6. **OPERATING COSTS.** Shall be prorated as more specifically set forth in the separate Sublease Agreement between the parties herein.

7. **TAXES.** Tenants shall pay all special assessments and real estate taxes during the term of this Lease Agreement.
8. **TENANT'S SIGNAGE.** Any signage, displays, or graphics of any nature whatsoever relative to the business conducted on the Premises, whether located on the Premises, in the Premises, or elsewhere, as well as all other portions of the Premises that may be observed from outside of the Premises, shall be provided at the expense of the Tenant, but shall be subject, however, to the written approval of the Landlord, which approval shall not be unreasonably withheld. All signage existing at the commencement of this Lease is deemed approved. As to any signage which Tenant proposes to implement after the date of execution of this Lease, the Tenant shall submit to the Landlord the plans, for the Landlord's approval, for any such signage, displays, or graphics prior to their implementation. If the Landlord's approval is obtained, the Tenant may not thereafter modify the same without again obtaining the Landlord's approval.
9. **USE.** Subject to the Tenant's ability and obligation to obtain all necessary governmental approvals and permits, the Tenant may use and occupy the Premises for the use of a City Garage. Landlord disclaims any warranty that the Premises are suitable for Tenant's use and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard.
- a. Compliance With Laws. The Tenant further warrants that it will not commit or permit any act to be performed, or any omission to occur on the Premises or Premises that will be in violation of any present or future law, ordinance, regulation or order of any governmental unit having jurisdiction over the Premises or Premises. This section shall specifically apply to the conformance with all health, safety, and building codes as the same may relate to any equipment or fixtures on the Premises or to any other aspect of the operation of the Tenant's business.
  - b. Tenants right to use of the real estate is intended to be confined mainly to the areas for the City Garage. Landlord shall be entitled to use other areas for their own storage, including storage tanks. Tenant may not store other items outside the actual City Garage without the written authorization of landlord.
10. **ASSIGNMENT OR SUBLETTING.** Tenant will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party; nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment") without in each such case obtaining the prior written

consent of Landlord. The consent by Landlord to any Assignment shall not be construed as a waiver or release of Tenant from the terms of any covenant or obligation under this Lease.

**11. DEFAULT.** The following shall constitute an "Event of Default" under the terms of this Lease:

- a. If the Tenant shall fail to observe or perform any of the covenants, terms or conditions of this Lease;
- b. The existence of any collusion, fraud, dishonesty or bad faith by or with the acquiescence of the Tenant, which in any way relates to or affects this Lease or the Premises;
- c. If at any time any material representation, statement, report or certificate made now or hereafter by the Tenant is not true and correct, or if at any time any statement or representation made by the Tenant is not true and correct, and such representation, statement, report or certificate is not corrected within ten (10) days after written notice thereof;

**12. INSURANCE.** The Tenant agrees to secure and keep in force from and after the Commencement Date of this Lease and throughout the full Term of the Lease, at the Tenant's own cost and expense, the following:

- a. "All Risk" property insurance on the Tenant's Premises, which is the building owned by tenant – "City Garage." Such insurance shall include coverage for the full replacement value of all of Tenant's leasehold improvements, trade fixtures and personal property within the premises.
- b. Commercial general liability insurance on the Premises providing coverage on an "occurrence" rather than a "claims made" basis, which policy shall include coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least \$1,000,000 applying to Bodily Injury, Property Damage and Personal Injury, which limit may be satisfied by Tenant's basic policy, or by the basic policy in combinations with umbrella or excess policies so long as the coverage is at least as broad as that required herein. Such liability, umbrella and/or excess policies may be subject to aggregate limits so long as the aggregate limits have not at any pertinent time

been reduced to less than the policy limit stated above, and provided further that any umbrella or excess policy provides coverage from the point that such aggregate limits in the basic policy become reduced or exhausted. Landlord shall be named as an additional insured under all such policies.

- i. Other Requirements. All policies of insurance procured by the Tenant shall;
- ii. Be issued by insurance companies reasonably acceptable to the Landlord;
- iii. Be written as primary policies not contributing with and not in excess of coverage that the Landlord may carry;
- iv. All comprehensive general liability insurance procured by the Tenant under this section shall be issued for the benefit of the Landlord, the Tenant and the owner of the Premises, as their respective interests may appear;
- v. Contain endorsements providing as follows:
  - 1. That such insurance may not be materially changed, amended, or canceled with respect to the Landlord except after twenty (20) days' prior written notice from the insurance company to the Landlord, sent by registered mail;
  - 2. That the Tenant be solely responsible for the payment of all premiums under such policy and that the Landlord shall have no obligation for the payment thereof notwithstanding that the Landlord is or may be named as an insured.
- c. **Proof of Coverage.** The original policy or policies, or duly executed certificates for the same, together with reasonably satisfactory evidence of payment of the premium thereof, shall be delivered to the Landlord within five (5) days of the date of execution of this Lease, and on renewals of such policies not less than twenty (20) days prior to the expiration of the term of any such coverage.

### 13. GENERAL PROVISIONS.

- a. **Waiver and indemnity.** Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective

partners, officers and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary form of policy of the insurance required by Paragraph 12, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

- b. **Mechanic's liens.** The Tenant agrees to promptly pay all sums of money in respect of labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to the Tenant in or about the Premises, and the Tenant shall not permit any mechanic's, material man's, or other lien to arise or be filed against the Premises or the Landlord's interest therein. The Tenant shall save, hold harmless, and defend the Landlord from liability or other damage that the Landlord may incur as a result of such liens in the event the same arise or are filed in contravention of the immediately preceding sentence. If any such mechanic's lien shall at any time be filed, the Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, provided the Tenant first posts a bond in favor of the Landlord in a form and substance acceptable to the Landlord, which shall be conditioned on the successful contest by the Tenant of any such lien. The Tenant shall have the right to contest in good faith, any and all such liens. If the Tenant shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy the Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by the Landlord, and the amount so paid by the Landlord and/or all costs and expenses incurred by the Landlord in procuring the discharge of such lien, including reasonable attorneys' fees, shall be deemed to be additional rent for the Premises and shall be due and payable by the Tenant to the Landlord on demand. Nothing contained in this Lease shall be construed as a consent on the part of the Landlord to subject the Landlord's estate in the Premises or any portion of the Premises to any lien or liability under the lien laws of the State of Minnesota. The Landlord shall have the right to post and maintain on the Premises notices of non-responsibility under the laws of Minnesota.
- c. **Cumulative rights.** No right or remedy herein conferred on or reserved to the Landlord is intended to be exclusive of any other right or remedy provided by law, but each shall be cumulative in and in addition to every other right or remedy given herein or elsewhere, or hereafter existing at law, in equity, or by statute.

- d. **Notices.** All communications, demands, notices, or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent, or deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease, to the address set forth next to such party's signature at the end of this Lease, and if to an entity not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be such party's address for the purposes of all communications, demands, notices, or objections permitted or required to be given or served under this Lease.
- e. **Successors and assigns.** This Lease shall be binding on and inure to the benefit of the parties hereto and their respective assigns, executors, heirs, personal representatives, and successors, provided, however, that nothing in this section shall be interpreted as granting the Tenant the right to assign this Lease or sublet the Premises.
- f. **Amendment, modification, or waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default shall not affect or impair any right arising from any subsequent default.
- g. **Severable provisions.** Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.
- h. **Entire agreement.** This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.
- i. **Captions, headings, or titles.** All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular

j. **Minnesota law: Construction.** This Lease shall be construed and enforced in accordance with the laws of the state of Minnesota. No provision of this Lease shall be construed by any court against either party by reason of such party being deemed to have drafted or structured such provision.

k. **Time of the essence.** Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

By: \_\_\_\_\_  
Steven Rohlfsing  
Le Sueur County Board Chairman

By: \_\_\_\_\_  
Darrell Pettis  
Le Sueur County Administrator

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public within and for said County and State, personally appeared Steven Rohlfig, Le Sueur County Board Chairman, and Darrell Pettis, Le Sueur County Administrator, to be known to be the same persons described in and who executed the foregoing instrument on behalf of Le Sueur County, and acknowledged that they executed the same as their free act and deed.

Notary Public

By: \_\_\_\_\_  
Stephen Mihalik  
Mayor

[illegible]

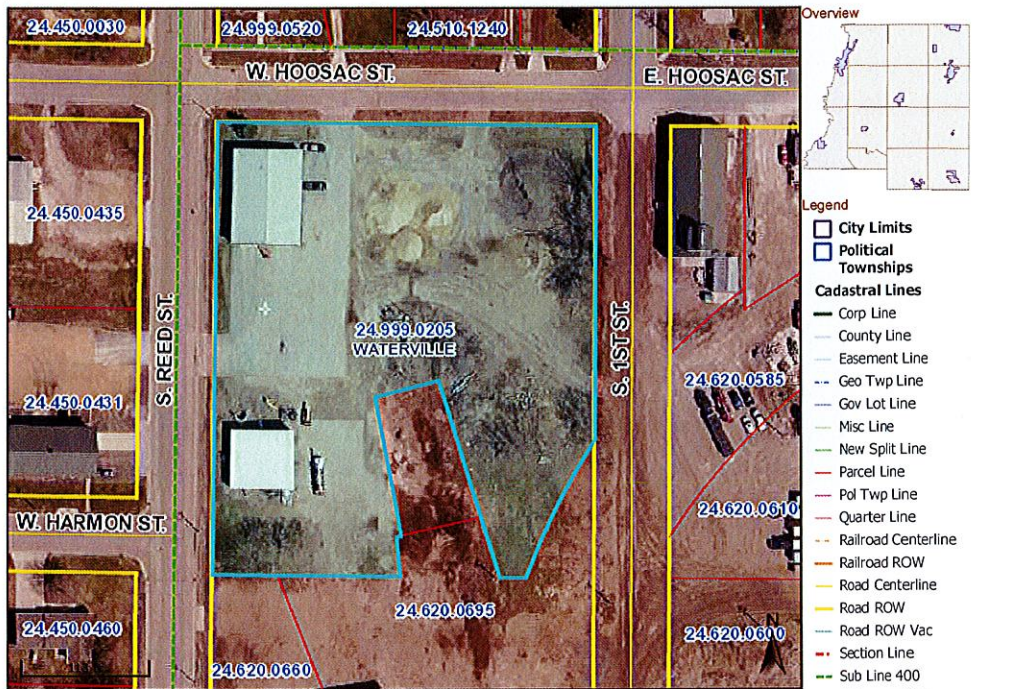
Notary Public

Print Setup

## Le Sueur County, MN



Date Created: 9/30/2014



Parcel ID 24.999.0205  
 Sec/Twp/Rng n/a  
 Property Address 411 REED ST S  
 WATERVILLE

Alternate ID n/a  
 Class 955 - COUNTY PUBLIC SERVICE-OTHER  
 Acreage 2.66

Owner Address LE SUEUR COUNTY  
 88 PARK AVE S  
 LE CENTER, MN 56057

District n/a  
 Brief Tax Description P P & H ADDN Block-034 2.66 AC LOTS 1-12 INCLUDING ABANDONED RR (NEW COUNTY GARAGE) OLD #'S 24.620.0650 & 24.620.0695  
 (Note: Not to be used on legal documents)

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 The Schneider Corporation

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Exhibit "A"

## SUBLEASE AGREEMENT

This Sublease Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Waterville EDA, MN ("Sublandlord") and Le Sueur County, MN ("Subtenant"); is subject to the following terms and conditions under which the parties hereto agree as follows:

1. **Definitions.** The following definitions will apply to this Sublease Agreement:
  - a. Base Rent: \$0.00 per month.
  - b. Commencement Date: \_\_\_\_\_ as may be modified in Subparagraph Five (5).
  - c. Master Landlord: Landlord under the Master Lease.
  - d. Master Lease: That certain Lease Agreement dated \_\_\_\_\_ by and between Landlord and Tenant for the Premises, including all exhibit, riders, extensions and amendments to such Lease Agreement.
  - e. Premises: The area consisting of approximately \_\_\_\_\_ rentable square feet of space, commonly known as The Waterville City Garage, 411 Reed Street South, Waterville, MN. The layout of the Premises is as shown on **Exhibit "A,"** a copy of which is attached hereto and made a part hereof. The premises for Subtenant specifically includes one (1) storage bay and use of a shared wash area ("The Premises").
  - f. Security Deposit: \$ N/A.
  - g. Sublandlord: Waterville EDA
  - h. Sublease Date: \_\_\_\_\_
  - i. Subtenant: Le Sueur County, MN
  - j. Tenant: The party identified as Sublandlord herein, also known as the Tenant under the Master Lease.
  - k. Term: That period of time consisting of \_\_\_\_\_ (180) months, beginning \_\_\_\_\_, and terminating \_\_\_\_\_ (the "Termination Date").

In the event Sublandlord does not renew or extend this Sublease at the end of the term, Sublandlord shall buy out Subtenant in the amount that Subtenant contributed to the cost of construction of the building.

1. Subtenant: Shall contribute to the cost of the construction of the City Garage building by being responsible for an amount based upon the percentage of the total square footage that Subtenant will be using and occupying. This shall be paid prior to entering into and executing this Sublease Agreement. The parties contemplate Subtenants occupancy will be approximately twenty-three percent (23%) of the total square footage resulting in a responsibility of 23% of overall cost of construction.
2. **Premises and Use.** Sublandlord hereby subleases to Subtenant and Subtenant hereby hires and takes from Sublandlord, the Premises, to be occupied by Subtenant used for general storage and washing purposes.
3. **Master Lease.** A copy of the Master Lease is attached as **Exhibit "B"** hereto and made a part hereof. The Master Lease is incorporated herein by reference as though fully set forth. Except as may otherwise be specifically provided herein, the terms of the Master Lease shall apply herein and Subtenant agrees to be bound by and comply with all terms and conditions of the Master Lease as if Subtenant was named as Tenant therein and Sublandlord was named as Landlord therein.
4. **Base Rent.** There shall be no base rent.
5. **Commencement Date.** The Commencement Date of this Sublease shall be:
  - a. The date on which Subtenant takes possession of the premises and has paid cost of construction as set forth in "Paragraph 1, l."
6. **Quiet Enjoyment.** Sublandlord covenants that by performing the covenants herein contained, Subtenant shall peacefully and quietly have, hold and enjoy the Premises.
7. **Assignment and Subletting.** Without the prior written consent of Sublandlord (and, where appropriate, Master Landlord) Subtenant shall not assign this Sublease, or sublet or grant any concession or license to use the Premises or any part thereof. Sublandlord agrees that it shall not unreasonably withhold its consent.
8. **Operating Expense.** Subtenant shall pay to Sublandlord as Additional Rent the share of operating expenses for the premises described in Paragraph 1e. Subtenant shall pay heat, electrical and all other utilities in an amount equal to its proportionate share of its use of the overall square footage of the City Garage building.
9. **Sublandlord's Improvements.** Subtenant has examined the Premises and hereby accepts the Premises "as is." Sublandlord has made no representations of any nature concerning the Premises, and Sublandlord has no obligation to make any improvements of any nature to the Premises.
10. **Notices.** Any Notice required or permitted under this Sublease must be in writing and shall be deemed sufficiently given if personally delivered or if sent by certified mail, return receipt requested, postage prepaid, to Sublandlord or Subtenant at the addresses set

forth above. Either party may by notice at any time designate a different address to which notices shall be sent. Such notices shall be deemed given on the date of mailing if they are mailed.

11. **Insurance.** Subtenant will procure and shall at all times maintain at its expense liability, casualty and property insurance for its own equipment located on or in the premises. Liability insurance policies maintained by Subtenant shall name Sublandlord and Master Landlord as additional insureds.

**COUNTY OF LE SUEUR**

By: \_\_\_\_\_  
Steven Rohlring  
Le Sueur County Board Chairman

By: \_\_\_\_\_  
Darrell Pettis  
Le Sueur County Administrator

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF LE SUEUR    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public within and for said County and State, personally appeared Steven Rohlring, Le Sueur County Board Chairman, and Darrell Pettis, Le Sueur County Administrator, to be known to be the same persons described in and who executed the foregoing instrument on behalf of Le Sueur County, and acknowledged that they executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public

**CITY OF WATERVILLE**

By: \_\_\_\_\_  
Stephen Mihalik  
Mayor

By: \_\_\_\_\_  
Teresa Hill  
City Administrator

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF LE SUEUR    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public within and for said County, personally appeared Stephen Mihalik and Teresa Hill to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and the City Administrator of the City of Waterville, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Mayor and City Administrator and said Stephen Mihalik and Teresa Hill acknowledged said instrument to be the free act and deed of said corporation.

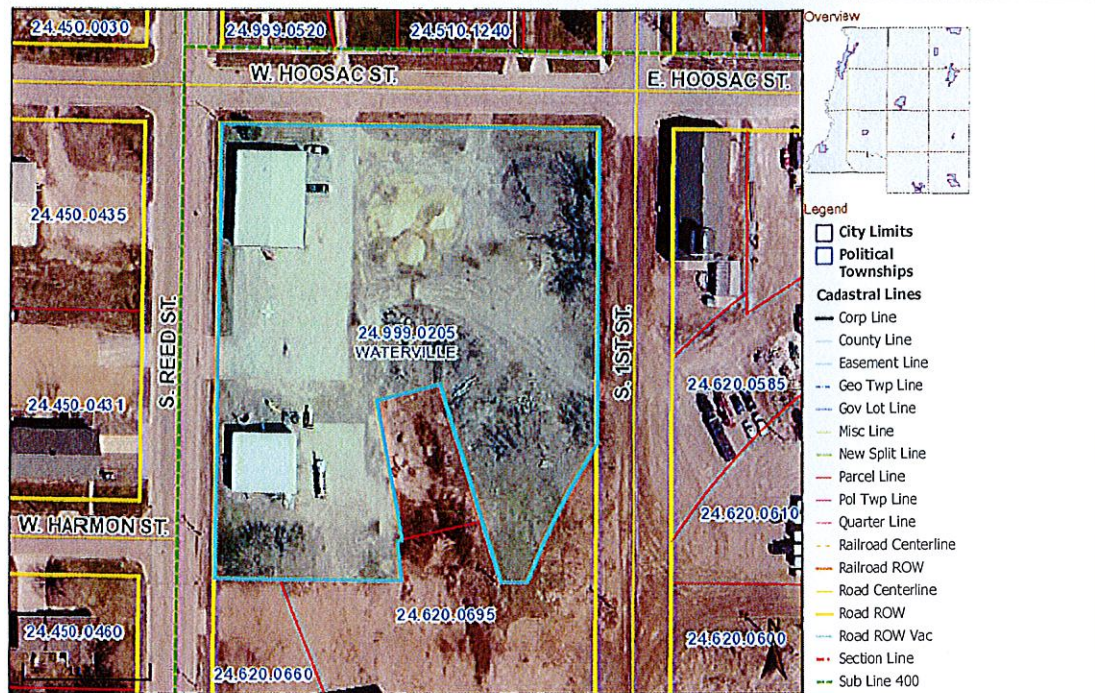
\_\_\_\_\_  
Notary Public

Print Setup

## Le Sueur County, MN



Date Created: 9/30/2014



Parcel ID 24.999.0205  
 Sec/Twp/Rng n/a  
 Property Address 411 REED ST S  
 WATERVILLE

Alternate ID n/a  
 Class 955 - COUNTY PUBLIC SERVICE-OTHER  
 Acreage 2.66

Owner Address LE SUEUR COUNTY  
 88 PARK AVE S  
 LE CENTER, MN 56057

District n/a

Brief Tax Description P P & H ADDN Block-034 2.66 AC LOTS 1-12 INCLUDING ABANDONED RR (NEW COUNTY GARAGE) OLD #'S 24.620.0650 & 24.620.0695  
 (Note: Not to be used on legal documents)

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Exhibit "A"



## ERICKSON ENGINEERING

Erickson Engineering Co., LLC  
9330 James Ave S  
Bloomington, MN 55431

ph 952-929-6791, 800-545-8020  
fx 952-929-2909

info@erickson-eng.com  
www.erickson-eng.com

Tom Wilson, P.E., Vice President  
952-929-6791 ext. 223  
twilson@erickson-eng.com

### ENGINEERING SERVICES AGREEMENT between

### LE SUEUR COUNTY

and

### ERICKSON ENGINEERING CO., LLC

for reconstruction of a portion of  
367<sup>th</sup> Ave (Kasota Twp) and 570<sup>th</sup> Ave (Lime Twp)

and replacement of Culvert 40J14

Sec 18, Twp 109 N, Rge 26 W

Erickson Engineering Agreement 14080, October 13, 2014

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## CONTENTS

<b>A</b>	<b>PROJECT DESCRIPTION .....</b>	<b>1</b>
<b>B</b>	<b>SERVICES.....</b>	<b>2</b>
	1.0 SURVEY .....	2
	2.0 HYDRAULICS.....	2
	3.0 PERMITS AND UTILITY COORDINATION .....	2
	4.0 SOILS .....	2
	5.0 CULVERT DESIGN / PLANS .....	3
	6.0 ROADWAY DESIGN / PLANS .....	3
<b>C</b>	<b>COMPENSATION .....</b>	<b>3</b>
<b>D</b>	<b>TIMELINE.....</b>	<b>4</b>
<b>E</b>	<b>TIME AND MATERIALS RATES .....</b>	<b>5</b>
<b>F</b>	<b>GENERAL CONDITIONS.....</b>	<b>5</b>
<b>G</b>	<b>AUTHORIZATION .....</b>	<b>7</b>

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## A PROJECT DESCRIPTION

Le Sueur County, in cooperation with Unimin Mine, is proposing improvements to a portion of 367<sup>th</sup> Avenue in Kasota Township (Le Sueur County) and 570<sup>th</sup> Avenue in Lime Township (Blue Earth County).

The proposed improvements consist of raising the road profile to a minimum of the 100-year flood elevation (preferably one foot above the 100-year flood). The length of roadway that will be reconstructed is estimated at approximately 1300 ft in Kasota Township and 400 ft in Lime Township. In addition, existing Culvert 40J14 will be replaced as part of the roadway improvements.

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## **B SERVICES**

In this document, “Client” refers to Le Sueur County and “Consultant” refers to Erickson Engineering Co., LLC.

The Consultant agrees to provide the following services to the Client in connection with the aforementioned project, according to the terms of this agreement.

### **1.0 SURVEY**

- 1.1 The Consultant shall perform the required field survey work for the existing roadway and structure, and will assume responsibility for obtaining the information necessary to complete the bridge survey sheets.
- 1.2 All existing utilities shall be located to a quality level B as defined and in accordance with MN Statutes Section 216D.01, subdivision 12.
- 1.3 Survey work includes the following:
  - I Proposed centerline alignment and elevations
  - II Roadway cross sections at least every 100 ft
  - III Collect information and measure existing topography, underground and overhead utilities and any other features affecting the project, including property fences, buildings, driveways, trees, etc.
  - IV The Consultant shall tie the survey into U.S.G.S. sea level datum and to monumentation sufficient to develop legal descriptions to obtain highway easements.

### **2.0 HYDRAULICS**

- 2.1 The Consultant shall prepare a hydraulic flood analysis for Culvert 40J14. The analysis will contain data required by State and Federal agencies, including a risk assessment (not a risk analysis) and a scour analysis. The Consultant will use HEC-RAS, WSPRO, or HY-8 software. The scope of the hydraulic analysis does not include preparation of a Conditional Letter of Map Revision (CLOMR). It is assumed a CLOMR will not be required for this project.

### **3.0 PERMITS AND UTILITY COORDINATION**

- 3.1 The Consultant shall apply for a MN DNR permit. *The Client shall pay the permit fees.*
- 3.2 The Consultant shall apply for a U.S. Army Corps of Engineers permit.
- 3.3 The Consultant shall perform utility investigation and coordination necessary for preliminary and final design.

### **4.0 SOILS**

- 4.1 The Consultant shall retain a competent soils firm to obtain test borings and determine the foundation conditions of the roadway and the existing structure. The soils firm will

prepare a report which will include recommendations for the foundation design of the roadway and culvert. The cost of the geotechnical investigation is included in the fee table in section C.

#### **5.0 CULVERT DESIGN / PLANS**

- 5.1 The Consultant shall prepare a complete engineering design for the proposed structure. The Consultant shall design the structure to conform to current AASHTO Design Specifications, MnDOT standards, and FHWA standards.
- 5.2 The Consultant shall prepare one final detail culvert plan in digital format and plotted on reproducible material in ink. The Consultant shall prepare the plan according to MnDOT Bridge Design Specifications and MnDOT Standard Specifications for Construction.
- 5.3 The Consultant shall prepare the Division SB special provisions, construction cost estimate, and load rating for the proposed structure.
- 5.4 The Consultant shall submit the plans and supporting documentation to the Client for review and approval.

#### **6.0 ROADWAY DESIGN / PLANS**

- 6.1 The Consultant shall prepare preliminary and final roadway plans in digital format and plotted on reproducible material in ink. These plans will show the geometric design of the roadway, including plan and profile, specific design features in terms of horizontal and vertical alignment, typical section, width, erosion control, easements, traffic control, right-of-way, plotting of finished cross-sections, quantities, and other geometric design factors. We anticipate approximately 1700 ft of roadway reconstruction will be required for this project.
- 6.2 If required, the Consultant shall prepare a Storm Water Pollution Prevention Plan (SWPPP).
- 6.3 The Consultant shall prepare a construction cost estimate and special provisions for the roadway construction.
- 6.4 The Consultant shall submit the plans and supporting documentation to the Client for review and approval.

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### **C COMPENSATION**

Compensation in full for the work described in section B Services will be on a Cost Plus (Time and Materials) basis, which includes the Consultant's profit. Section E shows the Consultant's Time and Materials rates, and these rates are a part of this agreement.

Fees and payment for services listed in this agreement will be as follows:

<b>Services</b>		<b>Estimated Fee</b>
1.0	Survey	\$ 4,500.00
2.0	Hydraulics	\$ 2,500.00
3.0	Permits & Utility Coordination	\$ 1,000.00
4.0	Soils Report	\$ 3,000.00
5.0	Culvert Design / Plans	\$ 7,000.00
6.0	Roadway Design / Plans	\$ 12,500.00
<b>TOTAL FEE</b>		<b>\$ 30,500.00</b>

### CONDITIONS AND PAYMENT SCHEDULE

The Consultant may request progress payments for “Cost Plus” services while the work is in progress, based on time and materials provided within a specific timeframe. The progress payments are due upon receipt of invoice.

Cancellation: If the Client cancels this agreement, the Consultant may request payment for all work performed up to the cancellation date. The Client shall pay for fully completed work as outlined above. The Consultant will invoice partially completed work on a Time and Materials basis, according to section E Time and Materials Rates. The total amount invoiced for the partially completed work will not exceed the amount which would have been due had the work been fully completed.

Additional Services: If the Client requests that the Consultant provide services not listed in this agreement, or if any additional services are required due to revisions in MnDOT, FHWA, AASHTO, or Client standards or specifications, then the Consultant may request reimbursement for such services. The Client shall pay the Consultant on a Time and Materials basis, according to section E Time and Materials Rates, unless otherwise agreed to in writing by both the Consultant and the Client.

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### **D TIMELINE**

<u>Task</u>	<u>Completion Date</u>
1.0 Survey .....	November 2014
2.0 Hydraulics .....	December 2014
3.0 Permits / Utility Coordination .....	March 2015
4.0 Soils Report .....	February 2015
5.0 Culvert Design / Plans .....	April 2015
6.0 Roadway Design / Plans .....	April 2015

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**E TIME AND MATERIALS RATES**

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TITLE	RATE/HR
Vice President	\$ 170.00
Engineering Manager	\$ 151.00
Project Manager	\$ 105.00 - \$ 120.00
Project Engineer	\$ 85.00 - \$ 95.00
Design Engineer	\$ 82.00
Drafting Manager	\$ 105.00
Engineering Technician II	\$ 85.00
Engineering Technician I	\$ 75.00
Certified Inspector II	\$ 85.00
Certified Inspector I	\$ 80.00
Mileage Rate	\$ 0.56/mile

Rates may be adjusted annually to reflect cost of living increases.

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**F GENERAL CONDITIONS**

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**I Scope of Professional Engineering Services**

The Consultant agrees to provide the services described in section B Services when the Client requests and authorizes the Consultant to provide the services. The Client shall pay the Consultant for these services on a Time and Materials basis, at the rates stated in section E Time and Materials Rates, unless otherwise stated in this agreement.

**II Responsibilities of the Consultant**

The Consultant shall maintain Professional Liability Insurance for \$2,000,000 (two million dollars) during the life of this contract. If the Client requests additional insurance, the Consultant will purchase such insurance if available. The Client will pay the cost of the additional insurance.

The Consultant is not responsible for the failure of others to perform in accordance with other contracts. The Consultant's services do not relieve others of their responsibilities.

**III Responsibilities of the Client**

The Client shall make available to the Consultant all known information applying to the site and services provided by the Consultant. The Client shall immediately inform the Consultant of new information which may be in conflict with previous information regarding the site or Consultant services. The Consultant has a right to depend on documents and information supplied by the Client.

#### IV Other Damages

The Consultant and the Client will not be liable to each other for any incidental, consequential, or special damage relating to the Consultant's services. This includes business interruption, good will, or loss of anticipated profits.

#### V Termination

Either party may terminate this agreement by giving fourteen days written notice to the other party. Upon termination, the Client will pay the Consultant for costs incurred to the date of termination, including termination costs and other obligations and commitments incurred in providing services. All obligations and liabilities between the parties will terminate upon payment. These costs are payable under the contract when invoiced.

#### VI Document Ownership

The Client acknowledges the Consultant's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement will become the property of the Client upon completion of the work and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Consultant. To the fullest extent permitted by law, the Client agrees to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of unauthorized reuse or modification of the construction documents by the Client, or by any person or entity that obtains the plans and specifications from or through the Client, without written authorization of the Consultant.

#### VII Party Relationship

The Consultant shall act solely as an independent contractor. The Client and the Consultant may not enter into any agreement or assume any obligation for the other.

#### VIII Force Majeure

The Consultant shall not be liable for failure to perform due to circumstances beyond the Consultant's control. These may include, but are not limited to, wars, floods, strikes, riots, fire, acts of nature, or inability to obtain equipment or material. In the event of such circumstances, the Client will agree to extend the performance time sufficiently to overcome the effects of such events.

#### IX Successors and Assigns

The Consultant and Client each binds itself, its successors, and assigns to the other party of this agreement and to the successors and assigns of the other party with respect to all provisions of this agreement.

#### X Entire Agreement

This agreement represents the entire understanding between the Client and the Consultant. No change of the terms or conditions of this agreement will be binding on either party unless these changes are in writing and signed by an authorized representative of both parties.

#### XI Applicable Law

The laws of the State of Minnesota will govern this agreement.

## XII AA/EEO

The Consultant is an Affirmative Action and Equal Employment Opportunity Employer.

## XIII Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement or the services the Consultant renders or will render hereunder, the Client and Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation, conducted according to rules and procedures agreed upon by the parties, unless the parties mutually agree otherwise.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to allow the mediator to help select an alternative resolution method.

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## G AUTHORIZATION

The Client and the Consultant agree as set forth above.

For the Client:

Le Sueur County Highway Department  
88 South Park Avenue  
Le Center, MN 56057

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Consultant:

Erickson Engineering Company, LLC  
9330 James Ave S  
Bloomington, MN 55431

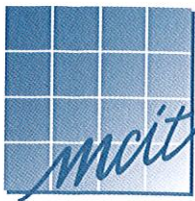
  
\_\_\_\_\_  
Thomas J. Wilson, P.E.

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
October 13, 2014  
Date

2014 Municipal  
Maintenance Agreements

	<u># of Miles</u>	<u>\$\$ per Mile</u>	<u>2014 Payment</u>	<u>2013 Payment</u>	<u>Difference</u>
* City of Cleveland	2.35	\$7,023.30	\$ 16,504.76	\$ 12,123.49	\$ 4,381.27
City of Elysian	1.35	\$7,023.30	\$ 9,481.46	\$ 6,964.56	\$ 2,516.90
City of Kasota	2.54	\$7,023.30	\$ 17,839.18	\$ 13,103.68	\$ 4,735.50
City of Le Center	2.13	\$7,023.30	\$ 14,959.63	\$ 10,988.52	\$ 3,971.11
City of Le Sueur	4.05	\$7,023.30	\$ 28,444.37	\$ 20,893.67	\$ 7,550.70
City of Montgomery	3.36	\$7,023.30	\$ 23,598.29	\$ 17,334.00	\$ 6,264.28
City of Waterville	<u>3.45</u>	\$7,023.30	<u>\$ 24,230.39</u>	\$ 17,798.31	<u>\$ 6,432.08</u>
Totals	19.23		\$ 135,058.06	\$ 99,206.22	\$ 35,851.84



# Minnesota Counties Intergovernmental Trust

100 Empire Drive, Suite 100  
St. Paul, MN 55103-1885  
www.mcit.org

Phone: 651-209-6400  
Toll Free: 866-547-6516  
Fax: 651-209-6496

## BOARD OF DIRECTORS

**Scott Sanders**  
Trust Chair  
Watonwan County  
Commissioner

**Felix Schmiesing**  
Vice-Chair  
Sherburne County  
Commissioner

**Graylen Carlson**  
Secretary/Treasurer  
Lac qui Parle County  
Commissioner

**Don Diedrich**  
Polk County  
Commissioner

**Dan Kuhns**  
Waseca County  
Commissioner

**Richard Downham**  
Cass County  
Commissioner

**Charles Enter**  
Brown County  
Administrator

**Kevin Corbid**  
Washington County  
Auditor-Treasurer

**Randy Schreifels**  
Stearns County  
Auditor-Treasurer

**October 10, 2014**

## **RE: VOTING DELEGATES AND ALTERNATES**

Dear: Darrell Pettis

The 2014 Annual Meeting of the Minnesota Counties Intergovernmental Trust will be held on:

Monday, December 8, 2014 at 4:00 p.m.  
(Registration to begin at 3:30)  
State/Sunwood Room  
Best Western Kelly Inn, St. Cloud

An election will be held for one seat on the MCIT Board of Directors. The MCIT Bylaws provide for the designation of official voting delegates and alternates. Our records indicate that your voting delegate and alternate are as follows:

Delegate: Steve Rohlfig

Alternate: John King

**IF THIS IS CORRECT, YOU NEED NOT RESPOND TO THIS LETTER.** If this is incorrect or if you wish to change your voting delegate and alternate, please note the changes on the enclosed designation form. The form should be signed and returned to MCIT by **November 21, 2014**. The form can be mailed, emailed or faxed. Thank you for your attention to this matter.

Sincerely,

Robyn M. Sykes  
Executive Director

cc: County Administrator, Coordinator, Auditors or Auditor-Treasurer

cc: County Administrator, Coordinator, Auditors or Auditor-Treasurer

cc: County Administrator, Coordinator, Auditors or Auditor-Treasurer

cc: County Administrator, Coordinator, Auditors or Auditor-Treasurer

cc: County Administrator, Coordinator, Auditors or Auditor-Treasurer

"Providing Minnesota counties and associated members cost-effective coverage  
with comprehensive and quality risk management services."

**MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST**

**VOTING DELGATE AND ALTERNATE**

**DESIGNATION FORM**

**County: LE SUEUR**

County name here hereby designates the following individuals to serve as its voting delegate and alternate:

Delegate: Steve Rohlring

Alternate: John King

\_\_\_\_\_  
Official of County Member

Date\_\_\_\_\_

Please return this form to MCIT no later than November 21, 2014 by mail, email or fax:

MCIT  
100 Empire Drive, Suite 100  
St. Paul, MN 55103-1885

Email: [info@mcit.org](mailto:info@mcit.org)

Fax: 651.209.6496