

**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
COMMISSION CHAMBER
October 21, 2014**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: October 7, 2014 Minutes and Summary Minutes
RE: Repair Request, JD #5
RE: Repair Request, JD #1
RE: Repair Request, CD #60
RE: Repair Request, CD #64
RE: Repair Request, CD #46
RE: Repair Request, CD #23
RE: Liquor Licenses

2. **9:05 a.m. Claims (10 minutes)**

3. **9:15 - Human Services - 1 hour**

4. **10:15 am - Human Resources (15 min.)**

5. **10:30 AM Kathy Brockway (5 minutes)**
Request for Action - 1 CUP application

6. **10:35 a.m. Jason Gibbs (10 minutes)**
RE: County Road #104

7. **10:45 a.m. Cindy Shaughnessy (15 minutes)**
RE: Ebola Update

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

Le Sueur County, MN

Tuesday, October 21, 2014

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: October 7, 2014 Minutes and Summary Minutes

RE: Repair Request, JD #5

RE: Repair Request, JD #1

RE: Repair Request, CD #60

RE: Repair Request, CD #64

RE: Repair Request, CD #46

RE: Repair Request, CD #23

RE: Liquor Licenses

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting October 7, 2014

The Le Sueur County Board of Commissioners met in regular session on Tuesday, October 7, 2014 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfling, Lance Wetzel, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian. Dave Gliszinski was excused.

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 Wetzel and unanimously approved, the Board approved the consent agenda.

- Approved the September 23, 2014 Minutes and Summary Minutes
- Approved a Repair Request for Le Sueur-Scott JD#1
- Approved a Repair Request for CD#58
- Approved the following Liquor Licenses:
 - Lakeside Supper Club – Liquor License
 - Next Chapter Winery - Liquor License, Strong Beer Only
 - Whiskey River Emporium – Liquor License
 - Hobber's Hwy 99 Bar & Grill – Liquor License
 - Traxler's Hunting Preserve Inc. - Liquor License
 - Le Sueur Country Club Inc. – Liquor License
 - Caribou Gun Club Inc. – Wine and Strong Beer License

Pam Simonette, Auditor - Treasurer appeared before the Board with Applications for Repurchase for three properties.

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board approved the Request to Repurchase from Douglas Van Houdt for the repurchase of 223 Green Street West, Waterville, Parcel I.D. 24.450.0520 in the amount of \$20,823.40.

On motion by Connolly, seconded by King and unanimously approved, the Board approved the Request to Repurchase from Cornerstone State Bank for Jake Seth for the repurchase of 329 Fourth Street South. Le Sueur, Parcel I.D. 21.690.0290 in the amount of \$7,639.99 and for the repurchase of 711 Fourth St North. Le Sueur, Parcel I.D. 21.580.0070 in the amount of \$7,699.23.

Ann Traxler, Emergency Management presented to the Board the 2014 Le Sueur County Emergency Operations Plan.

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign the Le Sueur County Emergency Operations Plan, dated September 2014.

Darrell Pettis, Administrator appeared before the Board with three items for approval.

On motion by Wetzel, seconded by King and unanimously approved, the Board authorized the Chair to sign the Contract between Le Sueur County and Dirt Merchant, Inc for the construction of the Lake Washington Outlet Structure in the amount of \$116,316.00

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board approved and authorized the Chair to sign the Reimbursement Agreement between Le Sueur County and the Lake Washington Improvement Association for the reimbursement to the county of the construction costs of the Lake Washington Outlet Structure.

On motion by King, seconded by Wetzel and unanimously approved, the Board approved and authorized the Chair, County Administrator and Sheriff to sign the 2014 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement.

On motion by King, seconded by Connolly and unanimously approved, the following cases and claims were approved:

Financial: \$ 44,292.34

Soc Serv: \$ 54,967.31

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

Warrant #	Vendor Name	Amount
33248	Aufderhar Construction Inc	\$ 2,387.17
33256	Bolton & Menk Inc	\$ 67,490.95
33259	Christian, Keogh, Moran & King	\$ 2,757.38
33261	Contech Engineered Solutions	\$ 6,720.28
33264	Don Hanks Construction	\$ 14,715.53
33266	Dwyer Plumbing & Heating	\$ 7,628.00
33282	Information Systems Co	\$ 3,114.00
33283	IT Savvy LLC	\$ 4,232.00
33289	Lea/Richard C	\$ 2,100.00
33291	Mariska Enterprises	\$ 2,076.00
33296	MN Counties Computers Coop	\$ 16,154.95
33299	MN Dept of Transportation	\$ 2,196.81
33300	MN Safety Council	\$ 4,703.20
33315	Regents of the University of Minnesota	\$ 27,836.01
33320	Schwickert's Tecta America LLC	\$ 3,780.00
33321	SEH Inc	\$ 24,760.40
33322	Selly Excavating Inc	\$ 16,980.00
33324	Sibley County Treasurer	\$ 11,516.91
33326	Southern MN Construction Co Inc	\$ 69,714.45
33327	State of Minnesota	\$130,256.44
33332	Tac 10, Inc	\$ 10,253.00
33338	Traffic Marketing Services Inc	\$175,400.43
33339	Traxler Construction	\$ 14,434.65

84 Claims paid less than \$2,000.00:	\$ 34,916.65
23 Claims paid more than \$2,000.00:	\$621,208.56
107 Total all claims paid:	\$656,125.21

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, October 21, 2014 at 9:00 am.

ATTEST: _____
 Le Sueur County Administrator **Le Sueur County Chairman**

Summary Minutes of Le Sueur County Board of Commissioners Meeting, October 7, 2014

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.
- The Le Sueur County Board of Commissioners met in regular session on Tuesday, October 7, 2014 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfsing, Lance Wetzel, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian. Dave Gliszinski was excused.
- The Board approved the agenda for the business of the day. (Connolly-Wetzel)
- The Board approved the consent agenda. (King-Wetzel)
 - Approved the September 23, 2014 Minutes and Summary Minutes
 - Approved a Repair Request for Le Sueur-Scott JD#1
 - Approved a Repair Request for CD#58
 - Approved the following Liquor Licenses:
 - Lakeside Supper Club – Liquor License
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- The Board approved the Request to Repurchase from Douglas Van Houdt for the repurchase of 223 Green Street West, Waterville, Parcel I.D. 24.450.0520 in the amount of \$20,823.40. (Wetzel-Connolly)
- The Board approved the Request to Repurchase from Cornerstone State Bank for Jake Seth for the repurchase of 329 Fourth Street South. Le Sueur, Parcel I.D. 21.690.0290 in the amount of \$7,639.99 and for the repurchase of 711 Fourth St North. Le Sueur, Parcel I.D. 21.580.0070 in the amount of \$7,699.23. (Connolly-King)
- The Board approved and authorized the Chair to sign the Le Sueur County Emergency Operations Plan, dated September 2014. (Wetzel-Connolly)
- The Board authorized the Chair to sign the Contract between Le Sueur County and Dirt Merchant, Inc for the construction of the Lake Washington Outlet Structure in the amount of \$116,316.00 (Wetzel-King)
- The Board approved and authorized the Chair to sign the Reimbursement Agreement between Le Sueur County and the Lake Washington Improvement Association for the reimbursement to the county of the construction costs of the Lake Washington Outlet Structure. (Connolly-Wetzel)
- The Board approved and authorized the Chair, County Administrator and Sheriff to sign the 2014 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement. (King-Wetzel)
- The following cases and claims were approved: Financial: \$44,292.34 and Soc Serv: \$54,967.31 (King-Connolly)
- The following claims were approved for payment: (Wetzel-King)

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33256	Bolton & Menk Inc	\$ 67,490.95
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33327	State of Minnesota	\$130,256.44
33332	Tac 10, Inc	\$ 10,253.00
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84 Claims paid less than \$2,000.00:		\$ 34,916.65
23 Claims paid more than \$2,000.00:		\$621,208.56
107 Total all claims paid:		\$656,125.21

●The Board adjourned until Tuesday, October 21, 2014 at 9:00 am. (Connolly-King)

ATTEST: Le Sueur County Administrator

Le Sueur County Chairman

REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # J.D. 5 located in KILKENNY, SEC 2 township(s).

Signed

Address & Phone No.

Cliff Hagen 40650 135 507-595-3658

Date: 10-14, 14

Description of problem: MANY SLIDES ALONG
DITCHES & OUTLETS WASHED OUT

Needs to be cleaned & repaired

Roger Ruland
10-14, 14

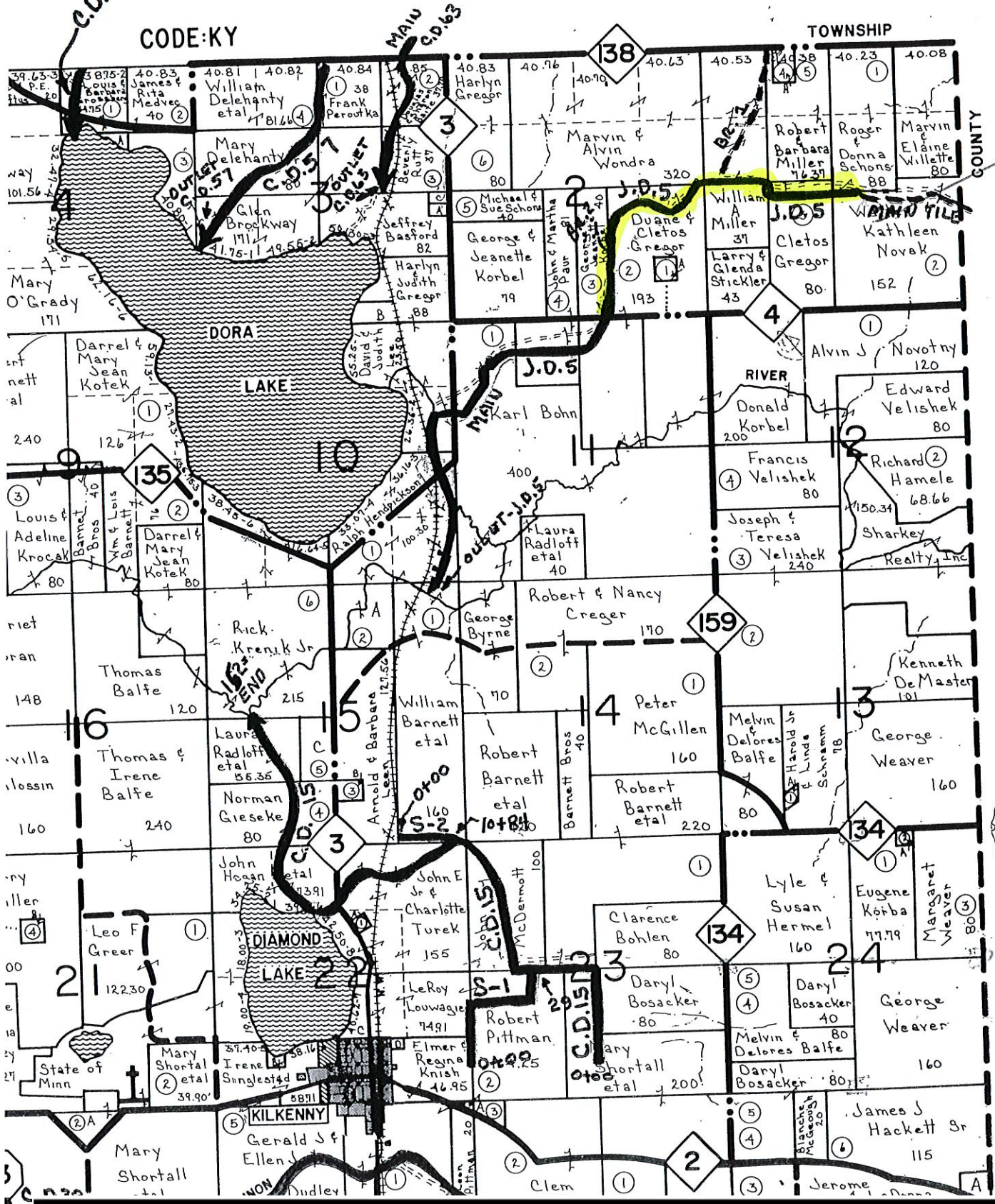
MAP OF KILKENNY



RANGE: 23 W.

CODE: KY

TOWNSHIP



Warning out

REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 7.D.#1 located in Section 8 Tyrone township(s).

Signed

Address & Phone No.

Tom Meger

Tom Meger

29386 US HWY 169

HENDERSON MN 56044

C 612 756 2157

Date: 10-13-14

Description of problem:

① Beaver Dam

2. CAN we do something ABOUT trees WASHED out
& fallen IN DITCH?

Might save WASHING culverts out again?
Needs to be cleaned & beaver dam taken out.

Roger Ruhl 10-14-14

Corn 2014 (chopped)

REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 60 located in Cleveland Sect 12 township(s).

Signed

Address & Phone No.

William Cunn
(Mike Cemenisky)

507-380-3158

40952 Buffalo Ln
Le Center, MN, 56057

Date: 9-16, 14

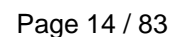
Description of problem: pipe needed due to

surface water; heavy rains in June/July
caused severe washing

Needs to be repaired.

Roger Rulland
9-16, 14

CODE: CL



REPAIR REQUEST

We, the undersigned land owners; do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 64 located in Cordova township(s).

Signed

Mary Novotny

for David A. Novotny

Address & Phone No.

40556 221 AVE

LE CENTER, MN

507-357-6590

Date: 10/7/14

Description of problem:

Plugged w/ vegetation East of #11

Must Be Cleaned & West of #11

this fall. We can spread the spoil
Ditch needs cleaning Bank

Roger Ruben

10-8-2014

CORDOVA

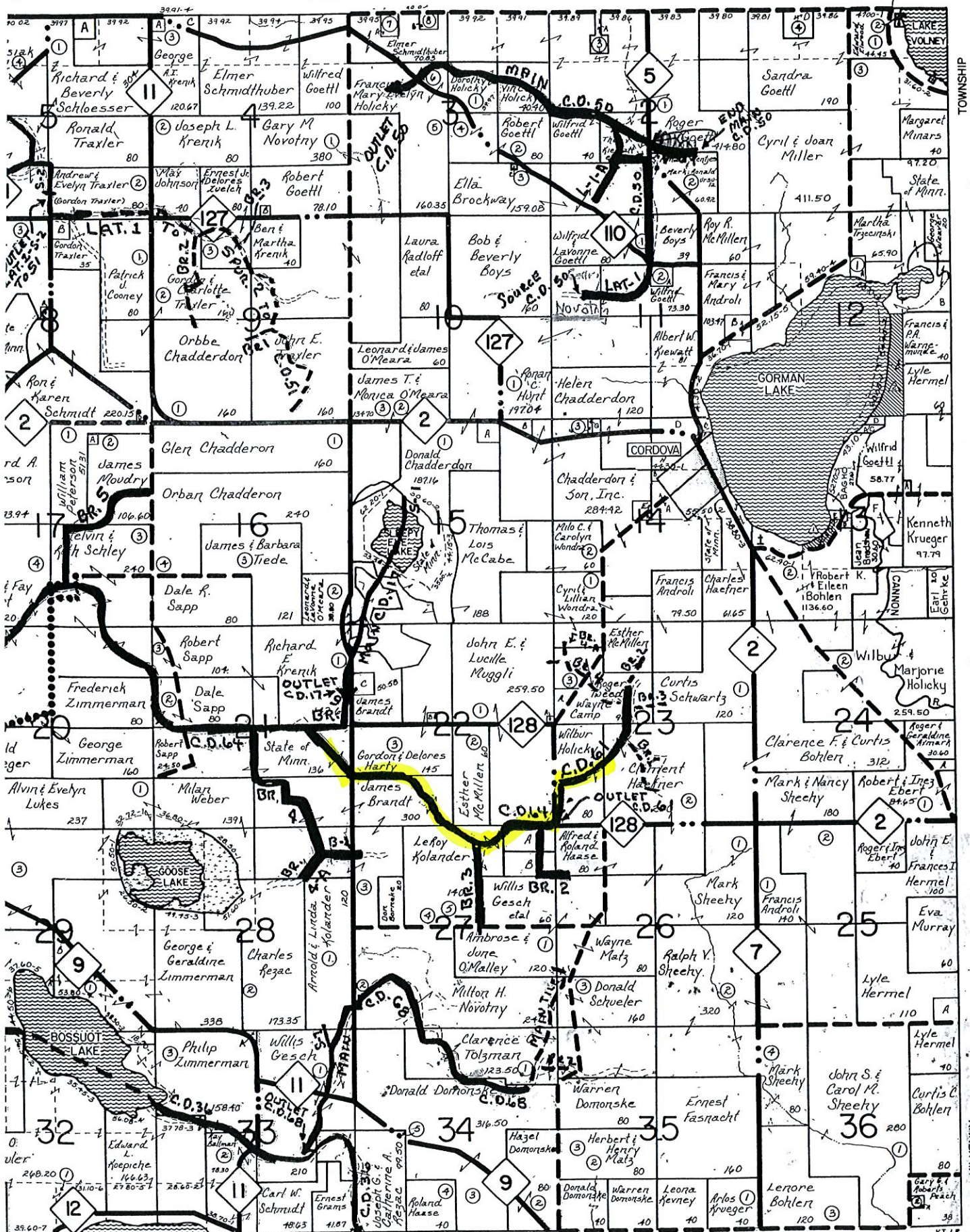


MAP: 110N.

RANGE: 24W.

CODE: C0

TOWNSHIP



SMALL TRACT OWNERS

TOWNSHIP

REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 46 located in Section 28 Montgomery township(s).

Signed

Address & Phone No.

Dennis Krautkremer 16691 - 380th St.

Montgomery MN 56009

507-364-5853

Date: 10-1, 2014

Description of problem: Old Culvert Collapsed

Rusted Out

Needs to be replaced

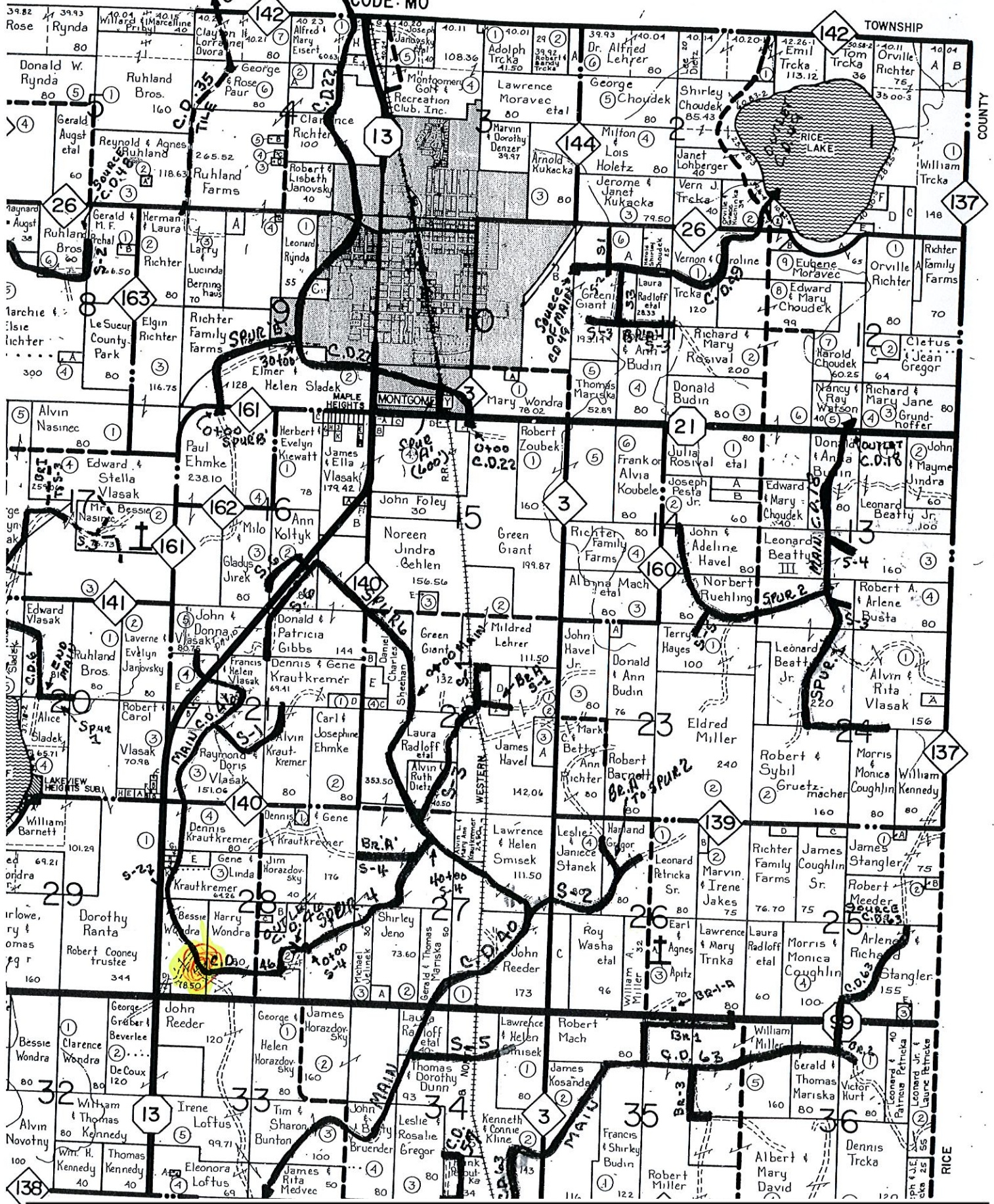
Roger Ruklan

10-8, 2014

MONTGOMERY

TOWNSHIP: 111 N.

RANGE: 23 W.



REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 23 located in Lex 14 township(s).

Signed

Address & Phone No.

Jerome D. Mee

380 N. State Ave LeCenter Mn

507-357-6387 Home

612-756-2350 cell

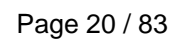
Date: 10/6/14

Description of problem: Bank sloughed in and
holding water back from
down 14th Flwds

Needs repair.

Roger Rubley
10-6, 2014

TOWNSHIP



Liquor License Applications

1. Westwood Marina
2. Woods Bar & Grill
3. Little Dandy
4. Lakefront Bar & Grill

Future Meetings 2014

October 21, 2014	Board Meeting, 9:00am
October 28, 2014	Board Meeting, 9:00am
November 4, 2014	Board Meeting, 9:00am
November 11, 2015	Offices closed for Veteran's Day, No Board Meeting
November 13, 2014	P & Z Meeting at 7:00pm, Environmental Services Bldg.
November 18, 2014	Board Meeting, 9:00am
November 18, 2014	Le-Sueur-Waseca Community Health Board Meeting, 1:30pm – Waterville
November 20, 2014	Board of Adjustment Variance Meeting at 3:00pm, Environmental Services Bldg.
November 25, 2014	Board Meeting, 9:00am
November 27-28, 2014	Offices closed for Thanksgiving
December 2, 2014	Board Meeting, 9:00am
December 9, 2014	No Board Meeting
December 11, 2014	P & Z Meeting at 7:00pm, Environmental Services Bldg.
December 16, 2014	Board Meeting, 4:30pm
December 16, 2014	Budget Hearing, 6:00pm
December 18, 2014	Board of Adjustment Variance Meeting at 3:00pm, Environmental Services Bldg.
December 23, 2014	Board Meeting, 9am
December 24, 2014	Offices close at 12:00pm for Christmas Eve
December 25, 2014	Offices closed for Christmas Day
December 30, 2014	No Board Meeting

Le Sueur County, MN

Tuesday, October 21, 2014

Board Meeting

Item 2

9:05 a.m. Claims (10 minutes)

Staff Contact:

Le Sueur County, MN

Tuesday, October 21, 2014

Board Meeting

Item 3

9:15 - Human Services - 1 hour

Staff Contact: Sue Rynda



Department of Human Services

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

Human Services Board Agenda October 21, 2014 @ 9:05 a.m.

100- PRESENTATIONS/INFORMATION:

110: Financial Worker and Case Aide Day - October 15th, 2014

200- PROGRAM GRAPHS & REPORTS:

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

300- BOARD APPROVAL ITEMS:

- 310 - Aging Services for Communities - Transportation Services
- 320 - Brown County Evaluation Center - Detox Services
- 330 - Blue Earth County Psychiatric Services Contract
- 340 - Commissioner's Warrants

Le Sueur County, MN

Tuesday, October 21, 2014

Board Meeting

Item 4

10:15 am - Human Resources (15 min.)

Staff Contact:



Human Resources

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

HUMAN RESOURCES AGENDA ITEMS October 21, 2014

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

Kris Armendariz	Human Services	20 yrs.
Elisa O'Malley	Public Health	20 yrs.
Robin Allen	Human Services	15 yrs.
Darrell Pettis	County Administration/Highway	15 yrs.
Angie Pribyl	County Recorder's Office	10 yrs.
Nancy Domonoske	County Extension	10 yrs.
Arlene Lemmer	Public Health	10 yrs.
Emily O'Brien	Sheriff's Office	10 yrs.
Mary Lynn Schatz	Public Health	10 yrs.
Brett Mason	Sheriff's Office	10 yrs.

Recommendation to post and request the merit list for a full time Agency Social Worker, in Human Services, as a Grade 10, Step 1 at \$21.13 per hour.

Recommendation to post and advertise for a part time Drug Court Coordinator, in Court Administration, as a Grade 13 , Step 1 at \$25.17 per hour.

Recommendation to post and advertise for a full time Administrative Assistant - Recording Clerk, in the County Administrator's Office, as a Grade 6, Step 1 at \$16.74 per hour.

Recommendation to post and advertise for a full time Administrative Assistant III, in the Veteran's Services Office, as a Grade 5, Step 1 at \$15.79 per hour.

Recommendation to end employment with employee 1841, effective October 7, 2014.

Equal Opportunity Employer

Le Sueur County, MN

Tuesday, October 21, 2014

Board Meeting

Item 5

10:30 AM Kathy Brockway (5 minutes)

Request for Action - 1 CUP application

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

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
October 21, 2014

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS

FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION

SUBJECT: "REQUEST FOR ACTION"

The Planning Commission recommends your action on the following item:

ITEM #1: LE SUEUR COUNTY SOIL & WATER CONSERVATION DISTRICT, (APPLICANT); CRAIG & COLLEEN HANSON, ST PETER, MN (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating and filling of approximately 359 cubic yards of material within the bluff for the construction of a ravine stabilization project in a Conservancy "C" District. Property is located in Lots 28 & 46, Re-Plat Auditor's Subdivision, Section 22, Kasota Township.

Based on the information submitted by the applicant, as required by the Le Sueur County Zoning Ordinance, the Planning Commission developed the following findings for this request:

Therefore, the Planning Commission recommends approval of the application as written.

ACTION: ITEM #1: _____

DATE: _____

COUNTY ADMINISTRATOR'S SIGNATURE: _____

FINDINGS OF FACT

WHEREAS, LE SUEUR COUNTY SOIL & WATER CONSERVATION DISTRICT, (APPLICANT); CRAIG & COLLEEN HANSON, ST PETER, MN (OWNER has applied for a Conditional Use Permit to allow grading, excavating and filling of approximately 359 cubic yards of material within the bluff for the construction of a ravine stabilization project in a Conservancy "C" District. Property is located in Lots 28 & 46, Re-Plat Auditor's Subdivision, Section 22, Kasota Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on **October 09, 2014**, in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

WHEREAS, the Le Sueur County Planning and Zoning Commission, acting as an advisory board to the Le Sueur County Board of Commissioners recommends approval of the application due to the following findings:

1. **The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.**
2. **The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.**
3. **Adequate utilities, access roads, drainage and other facilities are being provided.**
4. **Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.**

WHEREAS, On October 21, 2014, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners approved the Conditional Use Permit application as requested by the **LE SUEUR COUNTY SOIL & WATER CONSERVATION DISTRICT, CRAIG & COLLEEN HANSON.**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the October 21, 2014, Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. **The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.**
2. **The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.**
3. **Adequate utilities, access roads, drainage and other facilities are being provided.**
4. **Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.**

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow grading, excavating and filling of approximately 359 cubic yards of material within the bluff for the construction of a ravine stabilization project in a Conservancy "C" District. Property is located in Lots 28 & 46, Re-Plat Auditor's Subdivision, Section 22, Kasota Township.

ATTEST:

Steve Rohlffing, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
88 SOUTH PARK AVE.
LE CENTER, MINNESOTA 56057
October 09, 2014

MEMBERS PRESENT: Don Reak, Jeanne Doheny, Don Rynda, Chuck Retka, Shirley Katzenmeyer, Doug Krenik, Al Gehrke, Pam Tietz

MEMBERS ABSENT: Betty Bruzek, Steve Olson

OTHERS PRESENT: Kathy Brockway, Commissioner Connolly

The meeting was called to order at 7:00 PM by Chairperson, Jeanne Doheny.

ITEM #1: LE SUEUR COUNTY SOIL & WATER CONSERVATION DISTRICT, (APPLICANT); CRAIG & COLLEEN HANSON, ST PETER, MN (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating and filling of approximately 359 cubic yards of material within the bluff for the construction of a ravine stabilization project in a Conservancy "C" District. Property is located in Lots 28 & 46, Re-Plat Auditor's Subdivision, Section 22, Kasota Township.

Kathy Brockway presented power point presentation. Ryan Jones, SWCD Engineer and MikeSchultz, SWCD Representative were present for application.

TOWNSHIP: Notified through the application process. DNR: N/A LETTERS: N/A

PUBLIC COMMENT: none

Discussion was held regarding: construction of check dams, 8 check dams will be placed at various upstream locations within the channel, minimal tree removal, maintenance, time frame for project completion, similar projects constructed in Le Sueur County, erosion control.

Findings by majority roll call vote:

- 1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.*
- 2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.*
- 3. Adequate utilities, access roads, drainage and other facilities are being provided.*
- 4. Adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.*

Motion was made by Chuck Retka to approve the application as written. Seconded by Don Reak. Motion approved. Motion carried.

Motion was made by Doug Krenik to approve the minutes from the September 11, 2014 meeting by Seconded by Al Gehrke. Motion approved. Motion carried.

Motion to adjourn meeting by Don Reak. Seconded by Chuck Retka. Motion approved. Motion carried.

Meeting Adjourned.

Respectfully submitted,
Shirley Katzenmeyer
By Kathy Brockway

*Tape of meeting is on file in the
Le Sueur County Environmental Services Office*

STAFF REPORT

GENERAL INFORMATION

APPLICANT: SOIL WATER CONSERVATION DISTRICT (SWCD)

OWNER: CRAIG & COLLEEN HANSON

911 ADDRESS: 33401 STATE HIGHWAY 99, ST. PETER MN 56082

PROJECT DESCRIPTION: Request that the County grant a Conditional Use Permit to allow grading, excavating and filling of approximately 359 cubic yards of material within the bluff for the construction of a ravine stabilization project.

ZONING ORDINANCE SECTIONS: Sections 7 & 18

GOALS AND POLICIES:

Goal 2: Le Sueur County should adopt and enforce land use goals and policies that conserve and restore its natural resources, bring protections to the ecological systems of the natural environment, and prevent the premature development of natural resource areas.

Policy: The County should continue its preservation of significant bluff areas and river valleys through its use of a Conservancy Zone.

SITE INFORMATION

LOCATION: Property is located in Lots 28 & 46, Re-Plat Auditor's Subdivision, Section 22, Kasota Township.

ZONING: Conservancy "C" District

GENERAL SITE DESCRIPTION: Bluff

ACCESS: N/A

EXISTING LAND USE WITHIN ¼ MILE:

North: Wooded/Highway 99/Scattered Residential/Bluff
East: Wooded/Bluff

South: Wooded/Bluff
West: Wooded/Bluff

BACKGROUND INFORMATION

See narrative.

TOWNSHIP BOARD NOTIFICATION

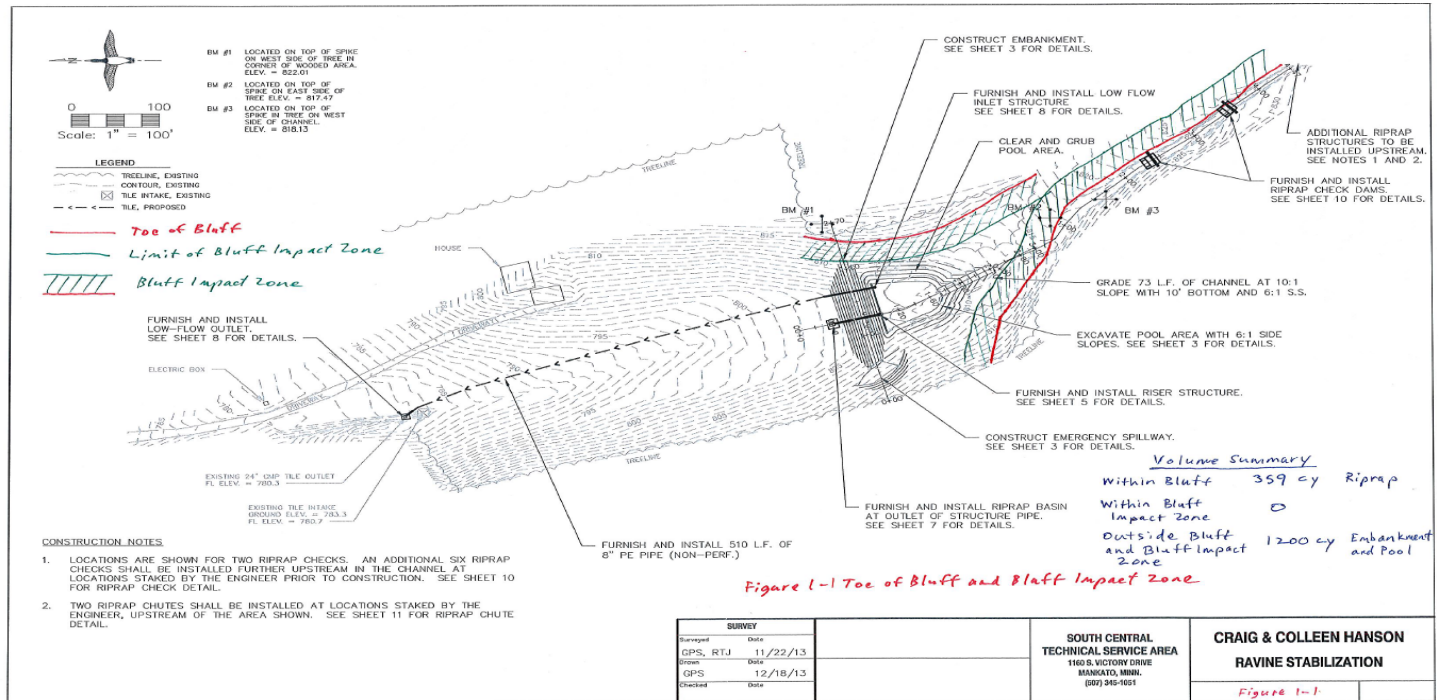
Applicant contacted Daren Barfknecht of the Kasota Township Board on August 19, 2014.

NATURAL RESOURCES INFORMATION

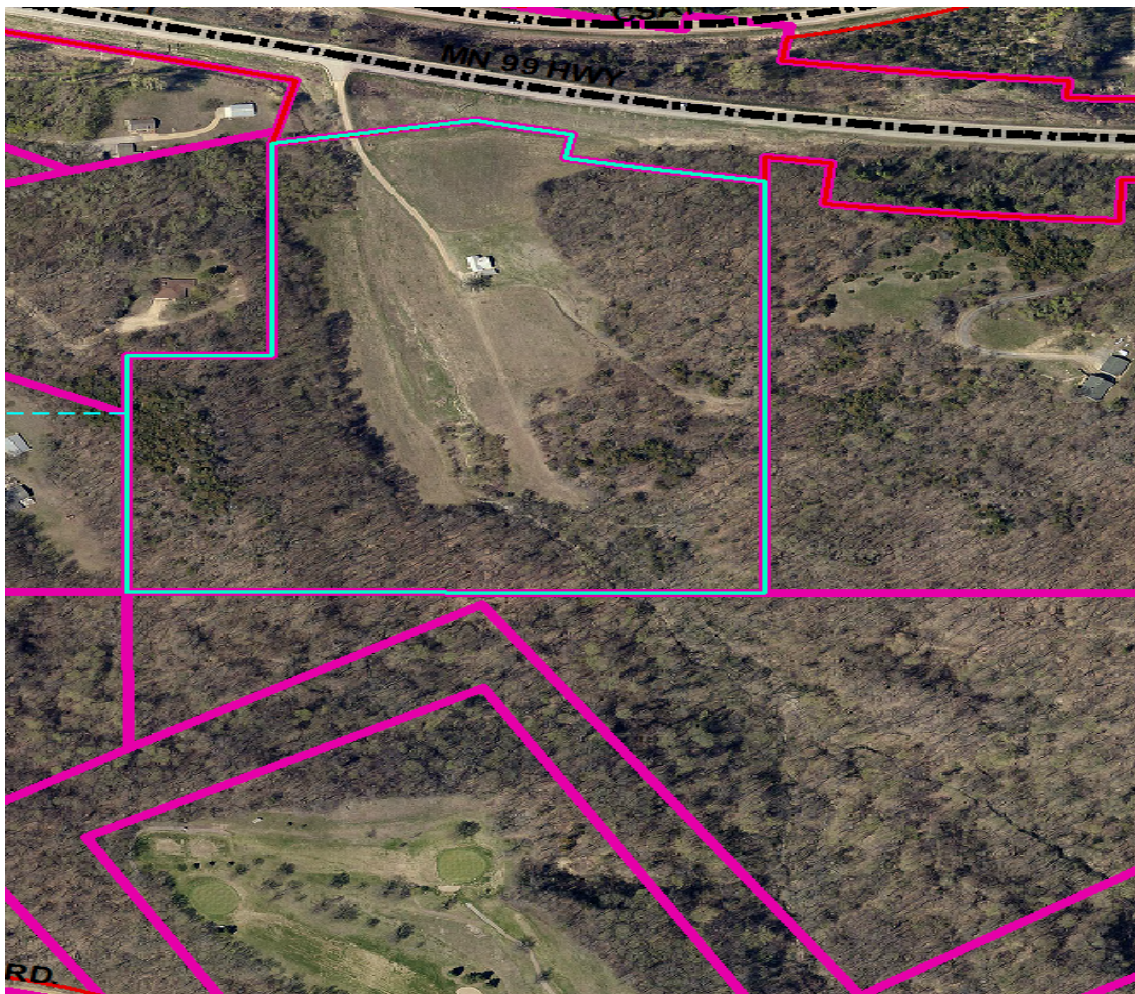
SHORELAND: The proposal is not located within the Shoreland District.

WETLANDS: According to the National Wetlands Inventory, No wetlands located in the quarter-quarter section where the project is proposed.

SITE PLAN



AERIAL PHOTO



ATTACHMENTS

Narrative, Ravine Stabilization Plans, Aerial Photos

PLANNING AND ZONING COMMISSION CONSIDERATIONS

The Planning Commission and staff shall consider possible adverse effects of the proposed conditional use and what additional requirements may be necessary to reduce such adverse effects. Its judgment shall be based upon the following factors to include, but not limited to:

1. Relationship to County plans.
2. The geographical area involved.
3. Whether such use will negatively affect surrounding properties in the area in which it is proposed.
4. The character of the surrounding area.
5. The demonstrated need for such use.
6. Whether the proposed use would cause odors, dust, flies, vermin, smoke, gas, noise, or vibration or would impose hazards to life or property in the neighborhood.
7. Whether such use would inherently lead to or encourage disturbing influences in the neighborhood.
8. Whether stored equipment or materials would be screened and whether there would be continuous operation within the visible range of surrounding residences.
9. Abatement of Environmental Hazards as regulated in this Ordinance
10. Other factors impacting the public health, safety and welfare.

PLANNING AND ZONING COMMISSION FINDINGS

Based on the information submitted by the applicant, contained in this report, and as required by the Le Sueur County Zoning Ordinance, the following findings have been developed for this request:

(Please circle one for each item: **Agree**, **Disagree**, **Not Applicable**.)

1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.
A D NA
2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area. **A D NA**
3. The adequate utilities, access roads, drainage and other facilities have been or are being provided. **A D NA**
4. The adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use. **A D NA**
5. The adequate measures have been or will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result. **A D NA**

Recommend (circle one) approval / denial / table / of Conditional Use Permit.

Craig Hanson Ravine Stabilization Project is to construct a multiphase project. A sediment catch basin will be excavated with an embankment installed within the field boundary. Secondly phase of the project will install 8 riprap check dams upstream to stabilize cutting in the ravine channel. The project will use existing trails and minimal clearing and grubbing will occur. A contractor will do the work, heavy equipment will be used for the installation of the sediment catch basin, while the check dams will be installed with a small backhoe to minimize additional impacts. The project has been identified MN DOT to reduce soil from the ravine that settles along MN DOT highway Right of Way. MN DOT completes annual maintenance on the sediment in the ROW and this project will minimize future maintenance and road delays.

Michael Schultz | District Technician

ADDITIONAL INFORMATION

CRAIG AND COLLEEN HANSON – RAVINE STABILIZATION PROJECT

AUGUST 18, 2014

VIII – DESCRIPTION OF REQUEST

The proposed project on the Craig and Colleen Hanson property in Kasota Township is intended to stabilize an eroding ravine. The project involves the following:

- Installation of eight riprap checks within the eroded ravine channel. These riprap checks are designed to remove sediment from stormwater, and reduce the slope of the channel and thus the velocity of the runoff.
- Installation of two riprap chutes within the eroded ravine channel. The riprap chutes are designed to control erosion in two locations where there is significant grade change in the channel. Using riprap to control the grade change helps to keep the channel from eating back farther up into the ravine.
- Construction of a sediment basin at the end of the ravine channel. The basin will provide additional treatment of stormwater discharging from the ravine channel. The basin is equipped with a low-flow outlet (8-inch pipe) as well as a 30-inch diameter metal intake structure. Outlets from the basin are protected with riprap.
- Total disturbance is estimated at less than one acre.

Construction operations are summarized below:

- Access will be via the existing driveway off of T.H. 99.
- Construction equipment will likely include an excavator or mini-excavator, tandem dump trucks, compactor, front-end loader, and a dozer.
- Locations for riprap checks will be determined in the field by the engineer and the contractor, with input from the owner, based on ease of access for equipment.
- A minor amount of clearing will be required to access some of the riprap check locations. Removal of dead trees will be necessary.
- Scrub trees and shrubs will be removed from the site of the proposed sediment basin pool prior to construction.
- Topsoil will be salvaged and replaced on top of the proposed sediment basin embankment.
- It anticipated that clay fill material for the sediment basin will need to be brought from off-site.
- Disturbed areas will be seeded and mulched after construction is complete.

X – RESTORATION

The plans call for 6-inches of topsoil on the embankment and disturbed areas.

The plans include seeding and mulching of disturbed areas.

CONSTRUCTION NOTES:

THE OWNER IS RESPONSIBLE FOR OBTAINING LAND RIGHTS AND LOCAL, STATE, AND FEDERAL PERMITS OR OTHER PERMISSION NECESSARY TO PERFORM AND MAINTAIN THE PRACTICE.

BEFORE START OF CONSTRUCTION, THE OWNER OF ANY UTILITIES INVOLVED MUST BE NOTIFIED. THE EXCAVATOR IS RESPONSIBLE FOR GIVING NOTICE BY CALLING "GOPHER STATE ONE-CALL" AT (800) 252-1166 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION.

THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TO LOCATE ANY PRIVATE UTILITIES THAT MAY BE IN THE VICINITY OF THE PROJECT. THE SOUTH CENTRAL TECHNICAL SERVICE AREA MAKES NO REPRESENTATION OF THE EXISTENCE OR NON-EXISTENCE OF UTILITIES. THE ABSENCE OF UTILITIES ON DRAWINGS DOES NOT ASSURE THAT THERE ARE NO UTILITIES ON SITE.

A PRE-CONSTRUCTION CONFERENCE WITH THE OWNER, CONTRACTOR(S), SWCD REPRESENTATIVE, AND SOUTH CENTRAL TSA ENGINEER OR TECHNICIAN SHALL BE HELD ONE WEEK PRIOR TO START OF CONSTRUCTION. ANY WORK DONE BEFORE CONFERENCE WILL JEOPARDIZE PROJECT APPROVAL AND FUNDING.

MINNESOTA SPECIFICATIONS FOR CONSERVATION PRACTICES APPLY FOR ALL MATERIALS AND CONSTRUCTION WORK. THESE SPECIFICATIONS ARE PART OF THIS PLAN.

CHANGES IN THE DRAWINGS OR SPECIFICATIONS MUST BE AUTHORIZED BY THE OWNER AND THE RESPONSIBLE ENGINEER.

RESTORATION NOTES:

TOP-DRESS THE PROPOSED EMBANKMENT WITH A MINIMUM OF 6 INCHES OF TOPSOIL.

AREAS TO BE SEEDED SHALL BE FERTILIZED WITH 80 LBS/ACRE EACH OF NITROGEN (N), PHOSPHORUS (P2O5) AND POTASH (K2O). FERTILIZER SHALL BE SPREAD AND INCORPORATED PRIOR TO SEEDING.

THE EMBANKMENT AND VEGETATED AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED WITH THE SEED MIX LISTED BELOW, APPLIED AT A TOTAL RATE OF 23 LBS/ACRE. A NURSE CROP OF OATS (SPRING PLANTINGS) OR WINTER WHEAT (SUMMER/FALL PLANTINGS) SHALL ALSO BE SEEDED AT A RATE OF 1 BUSHEL/ACRE.

SEEDING MIXTURE	LBS/ACRE	SEEDS/FT ² @ 1 LB./ACRE
SMOOTH BROME	20	3.1
PERENNIAL RYEGRASS	3	6.3
NURSE CROP	SEE NOTE ABOVE	

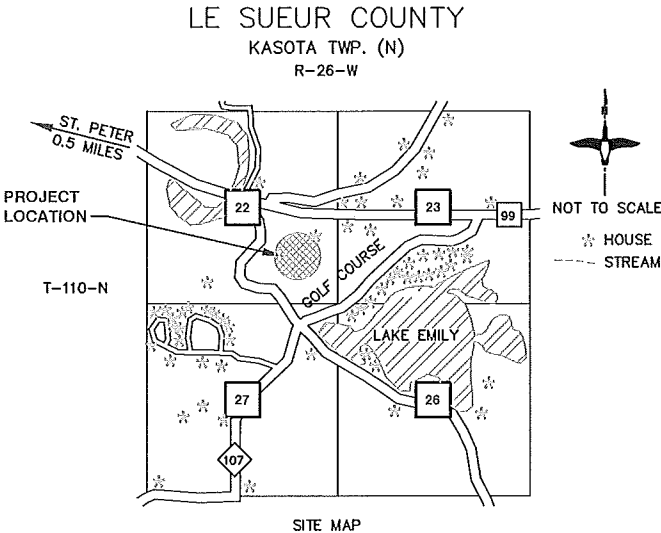
ALL DISTURBED AREAS SHALL BE PROTECTED WITH STRAW MULCH APPLIED AT A RATE OF 1.5 TO 2 TONS PER ACRE, DISK-ANCHORED.

SEE THE SPECIFICATIONS FOR ADDITIONAL SEEDING INFORMATION.

ESTIMATED QUANTITIES					
ITEM	ITEM DESCRIPTION	QUAN.	UNIT	CONST. SPEC.	MATERIAL SPEC.
1	MOBILIZATION	1	L.S.		
2	CLEARING AND GRUBBING (see construction drawing sheet 2 for details.)	4	HRS	MN-02	
3	SALVAGING & SPREADING TOPSOIL, Includes: (approx. 240 c.y. for embankment)	1	L.S.	MN-26	
4	CLAY BORROW, Includes: (class 'C' compaction specification)	600	C.Y. (CV)	MN-21 MN-23	
5	EXCAVATION - GRADING SPILLWAY	1	EACH	MN-21	
6	FURNISH & INSTALL 30" DIA. CMP RISER STRUCTURE. (see sheet 5 for details)	1	EACH	MN-51	MN-551
7	FURNISH & INSTALL ANTI-VORTEX BAFFLE. (see sheet 5 for details)	1	EACH	MN-51	MN-551
8	FURNISH & INSTALL 21" DIA. CORRUGATED METAL PIPE Includes: (21" dia. connecting bands) (see sheet 4 for details)	50	L.F.	MN-51	MN-551
9	FURNISH & INSTALL ANTI-SEEP DIAPHRAGM. (see sheet 6 for details)	1	EACH	MN-51	MN-551
10	INSTALL RIPRAP BASIN (see sheet 7 for details)	1	L.S.	SEE SHEET 7	SEE SHEET 7
11	FURNISH & INSTALL LOW FLOW INLET, Includes: (riser structure and dual-wall pipe) (see sheet 8 for details)	1	L.S.	SEE SHEET 8	SEE SHEET 8
12	FURNISH & INSTALL FENCE TRASH SKIMMER. (see sheet 9 for details)	1	L.S.	SEE SHEET 9	SEE SHEET 9
13	FURNISH & INSTALL 8" PE NON-PERF. PIPE (see sheet 2 for details)	510	L.F.	MN-44	MN-548
14	FURNISH & INSTALL LOW FLOW PIPE OUTLET, Includes: (corrugated metal pipe, concrete collar, install geotextile, install riprap) (see sheet 2 for details)	1	L.S.	SEE SHEET 8	SEE SHEET 8
15	EXCAVATION - BASIN AREA (see sheet 2 for details)	600	C.Y.	MN-21	
16	FURNISH RIPRAP (MNDOT CLASS I)	20	TONS	MN-61	MN-523
17	FURNISH RIPRAP (MNDOT CLASS III)	483	TONS	MN-61	MN-523
18	FURNISH AND INSTALL GEOTEXTILE FABRIC (NONWOVEN-CLASS I) (see sheets 10 and 11 for details)	769	S.Y.	MN-95	MN-592
19	INSTALL RIPRAP CHUTE (see sheet 11 for details)	2	EACH	MN-61	MN-523
20	INSTALL RIPRAP CHECK DAM (see sheet 10 for details)	8	EACH	MN-61	MN-523
21	FERTILIZE AND SEED	1.0	ACRE	MN-06	
22	MULCH	1.0	ACRE	MN-06	

NOTE: (CV) = COMPACTED VOLUME

CRAIG & COLLEEN HANSON
RAVINE STABILIZATION
KASOTA TOWNSHIP (N)
LE SUEUR COUNTY



SHEET INDEX

SHEET NO.	TITLE
1	COVER SHEET
2	PLAN VIEW
3	EMBANKMENT PROFILE
4	CMP PIPE PROFILE
5	PREFABRICATED CMP RISER
6	ANTI-SEEP DIAPHRAGM DETAILS
7	RIPRAP BASIN DETAILS
8	LOW FLOW INLET/OUTLET DETAILS
9	FENCE TRASH SKIMMER DETAILS
10	RIPRAP CHECK DAM DETAILS
11	RIPRAP CHUTE DETAILS

ENGINEERING JOB CLASS IV
WATERSHED AREA = 88.1 AC.

CONSTRUCTION CERTIFICATION STATEMENT

I HEREBY CERTIFY THAT A FINAL INSPECTION OF THIS PROJECT HAS BEEN PERFORMED AND THAT THE WORK COMPLETED IS IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS. ANY CHANGES TO THE PLANS AND SPECIFICATIONS ARE SO NOTED.

SIGNATURE:

DATE:

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: RYAN T. JONES

SIGNATURE: *Ryan T. Jones*
DATE: 7/31/14 LICENSE # 44622

SURVEY

Surveyed	Date
GPS, RTJ	11/22/13
Drawn	Date
GPS	12/18/13
Checked	Date

DESIGN

Designed	Date
RTJ	2/14
Drawn	Date
GPS	2/20/14
Checked	Date
RTJ	6/13/14

SOUTH CENTRAL
TECHNICAL SERVICE AREA
1160 S. VICTORY DRIVE
MANKATO, MINN.
(507) 345-1051

CRAIG & COLLEEN HANSON
RAVINE STABILIZATION

COVER SHEET

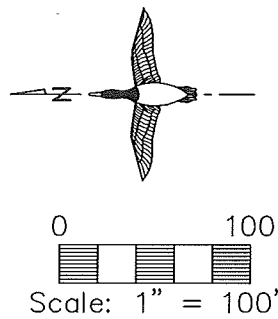
Sec. 22 T. 110 N. R. 26 W.

County: LESUEUR

Township: KASOTA NORTH

Near: ST. PETER

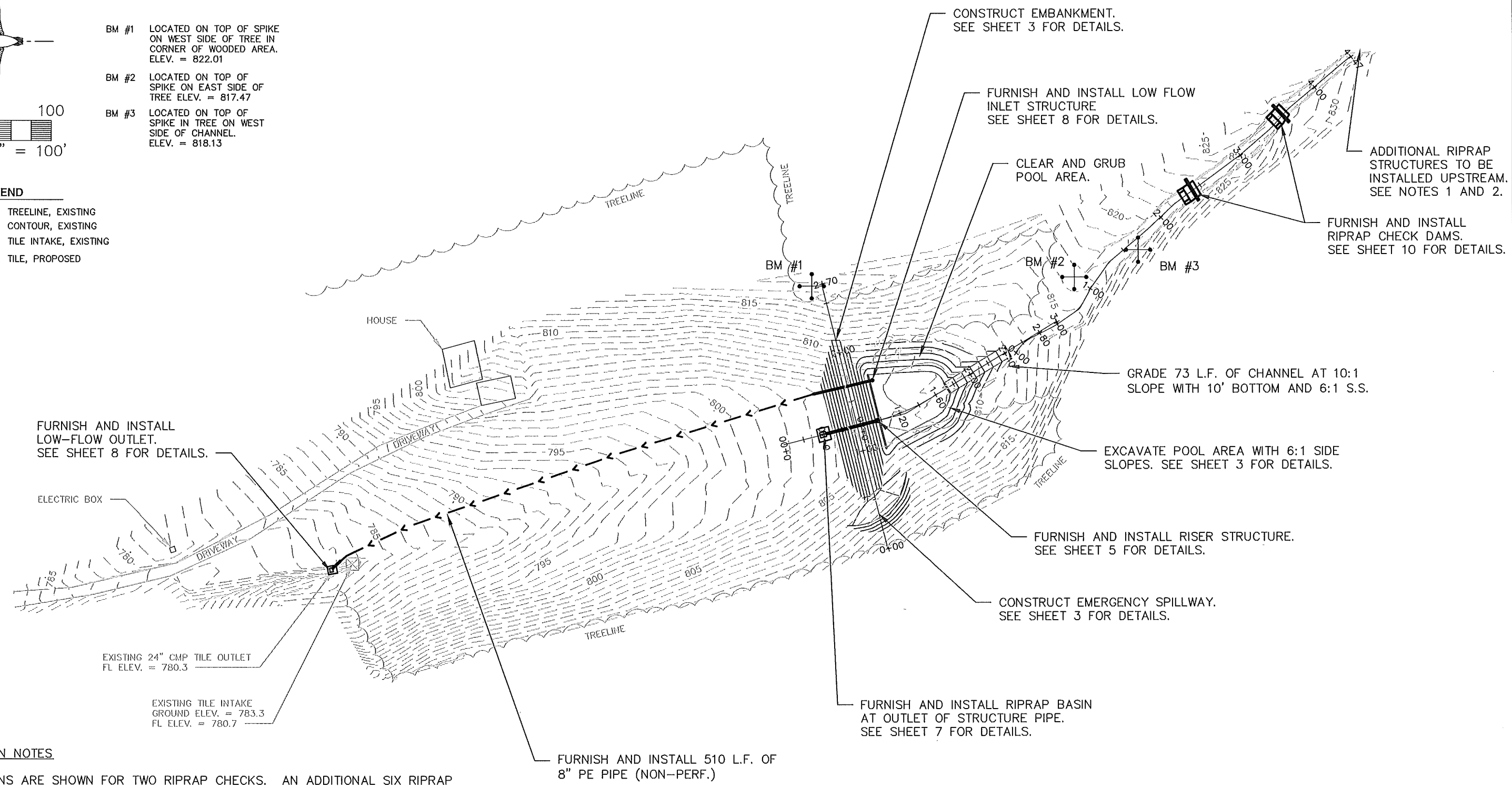
SHEET 1 of 11



- BM #1 LOCATED ON TOP OF SPIKE ON WEST SIDE OF TREE IN CORNER OF WOODED AREA. ELEV. = 822.01
- BM #2 LOCATED ON TOP OF SPIKE ON EAST SIDE OF TREE ELEV. = 817.47
- BM #3 LOCATED ON TOP OF SPIKE IN TREE ON WEST SIDE OF CHANNEL. ELEV. = 818.13

LEGEND

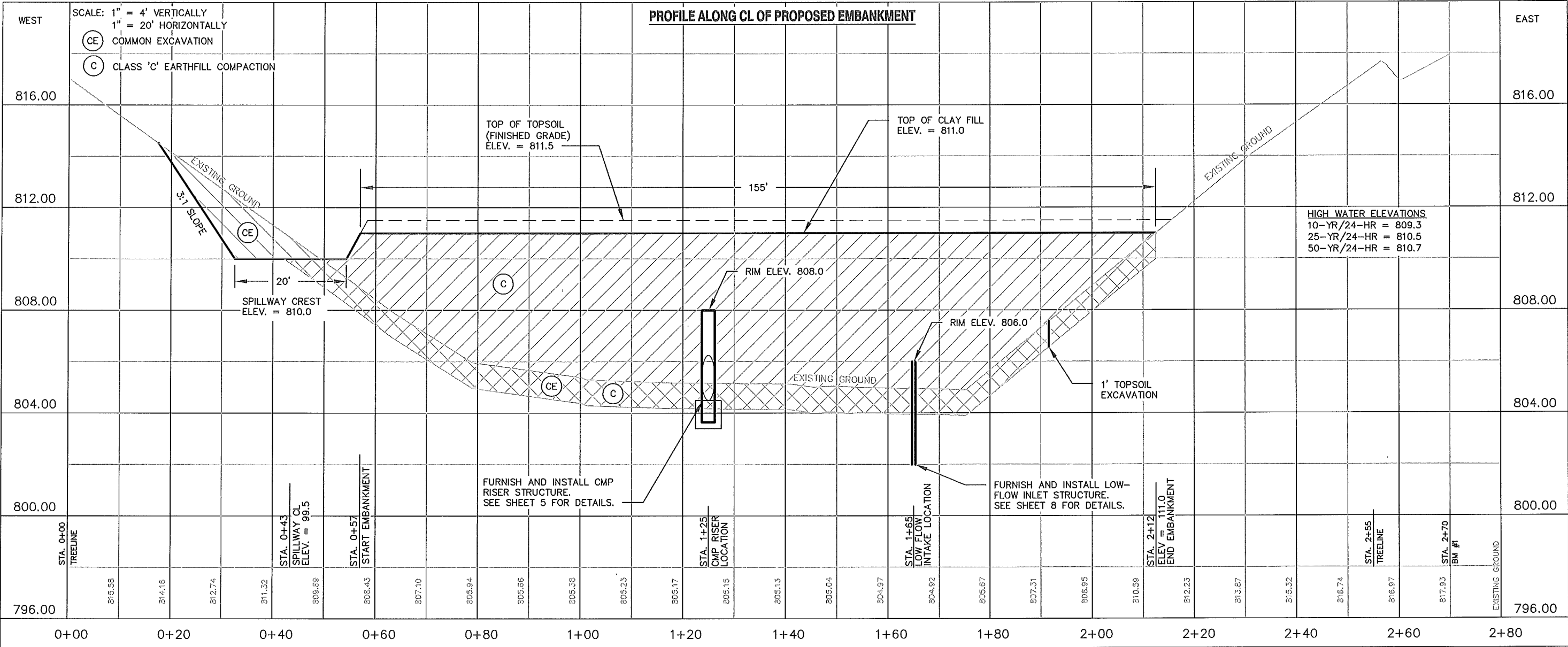
- TREELINE, EXISTING
- CONTOUR, EXISTING
- ⊠ TILE INTAKE, EXISTING
- - - - - TILE, PROPOSED



CONSTRUCTION NOTES

1. LOCATIONS ARE SHOWN FOR TWO RIPRAP CHECKS. AN ADDITIONAL SIX RIPRAP CHECKS SHALL BE INSTALLED FURTHER UPSTREAM IN THE CHANNEL AT LOCATIONS STAKED BY THE ENGINEER PRIOR TO CONSTRUCTION. SEE SHEET 10 FOR RIPRAP CHECK DETAIL.
2. TWO RIPRAP CHUTES SHALL BE INSTALLED AT LOCATIONS STAKED BY THE ENGINEER, UPSTREAM OF THE AREA SHOWN. SEE SHEET 11 FOR RIPRAP CHUTE DETAIL.

SURVEY		I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.	SOUTH CENTRAL TECHNICAL SERVICE AREA 1160 S. VICTORY DRIVE MANKATO, MINN. (507) 345-1051	CRAIG & COLLEEN HANSON RAVINE STABILIZATION	
Surveyed	Date				
GPS, RTJ	11/22/13				
Drawn	Date				
GPS	12/18/13				
Checked	Date	PRINT NAME: RYAN T. JONES		PLAN VIEW SHEET	
		SIGNATURE: <i>Ryan T. Jones</i>			
		DATE: 7/31/14 LICENSE # 44622			
				SHEET 2 of 11	



CONSTRUCTION NOTES:

(CE) COMMON EXCAVATION

(C) CLASS 'C' EARTHFILL COMPACTION FOR DIVERSION
THE MAXIMUM THICKNESS OF A LAYER OF FILL BEFORE COMPACTION SHALL BE:
- 9 INCHES IF COMPACTED WITH 3 PASSES OF A 200 psi TAMPING ROLLER,
OR
- 6 INCHES IF COMPACTED WITH A RUBBER TIRE HAULING AND SPREADING EQUIPMENT "LOADED"

EVERY POINT ON THE SURFACE IS TRAVERSED BY AT LEAST ONE TREAD TRACK.

ALL EQUIPMENT SHALL TRAVEL IN A DIRECTION PARALLEL TO THE MAIN AXIS OF THE EARTHFILL.

CLAY BORROW MATERIAL

IT IS ANTICIPATED THAT THE SOIL MATERIALS ON-SITE ARE NOT SUITABLE FOR CONSTRUCTING THE EMBANKMENT. IN THIS CASE, SUITABLE CLAY BORROW SHALL BE HAULED IN FROM OFF-SITE. CLAY MATERIAL SHALL BE APPROVED BY THE ENGINEER.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: RYAN T. JONES

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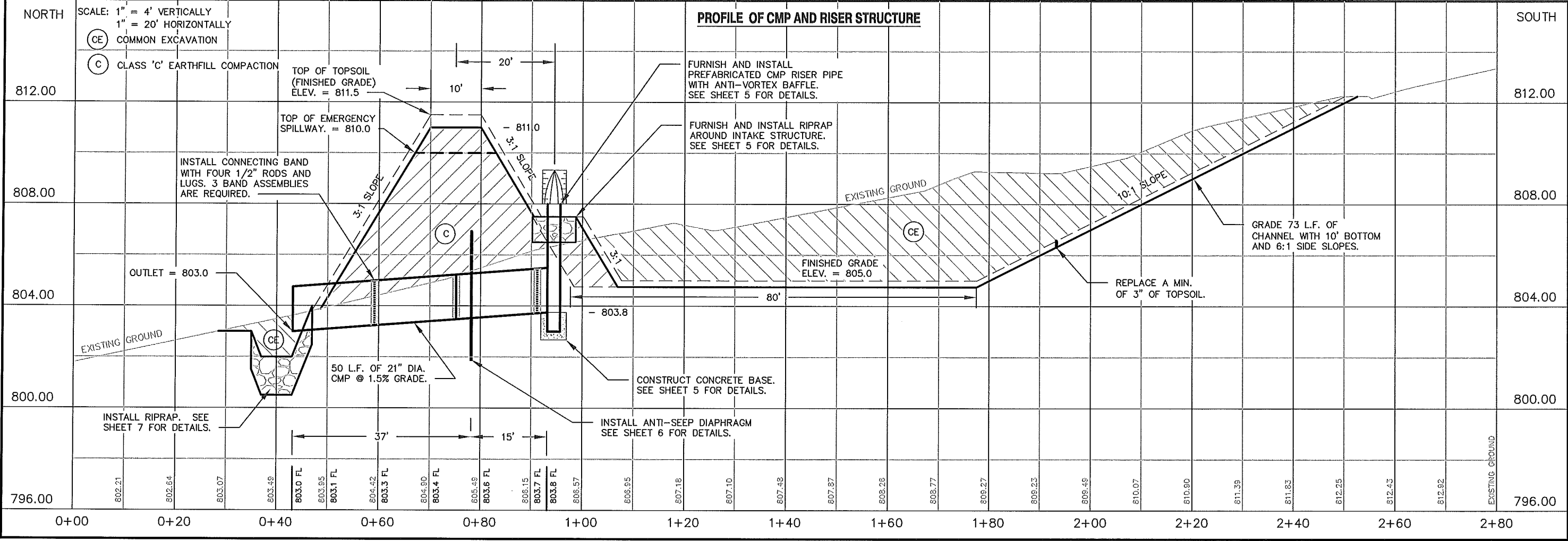
**SOUTH CENTRAL
TECHNICAL SERVICE AREA**

1160 S. VICTORY DRIVE
MANKATO, MINN.
(507) 345-1051

CRAIG & COLLEEN HANSON
RAVINE STABILIZATION

EMBANKMENT PROFILE

SHEET 3 of 11



CONSTRUCTION NOTES:

- EARTHFILL PLACED WITHIN 2 FT OF THE PIPE STRUCTURE SHALL BE PLACED IN 4 INCH LAYERS, AND EACH LAYER COMPACTED BY A MANUALLY DIRECTED POWER TAMPER.
- CORRUGATED METAL PIPE SECTIONS SHALL BE JOINED TOGETHER USING ROD & LOG STYLE CONNECTING BANDS, WITH KNIFE GRADE ASPHALT SEALER PLACED BETWEEN THE CONNECTING BAND AND THE PIPE.

HORIZONTAL CORR. METAL PIPE ITEMS				
SIZE	UNIT	ITEM DESCRIPTION	UNIT	QTY.
21"	DIA.	HELICAL CORR. GALV. METAL PIPE W/ GASKETED LOCK SEAM (16 GAGE)	LN. FT.	50
		21" DIA. GALV. METAL ROD & LUG CONNECTING BAND (16 GAGE)	EACH	3
		RODS (FOR 21" DIA. PIPE)	EACH	12
		LUGS (FOR 21" DIA. PIPE)	EACH	12
		NUTS (FOR 21" DIA. PIPE)	EACH	24
		KNIFE GRADE ASPHALT SEALER	GAL	3

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

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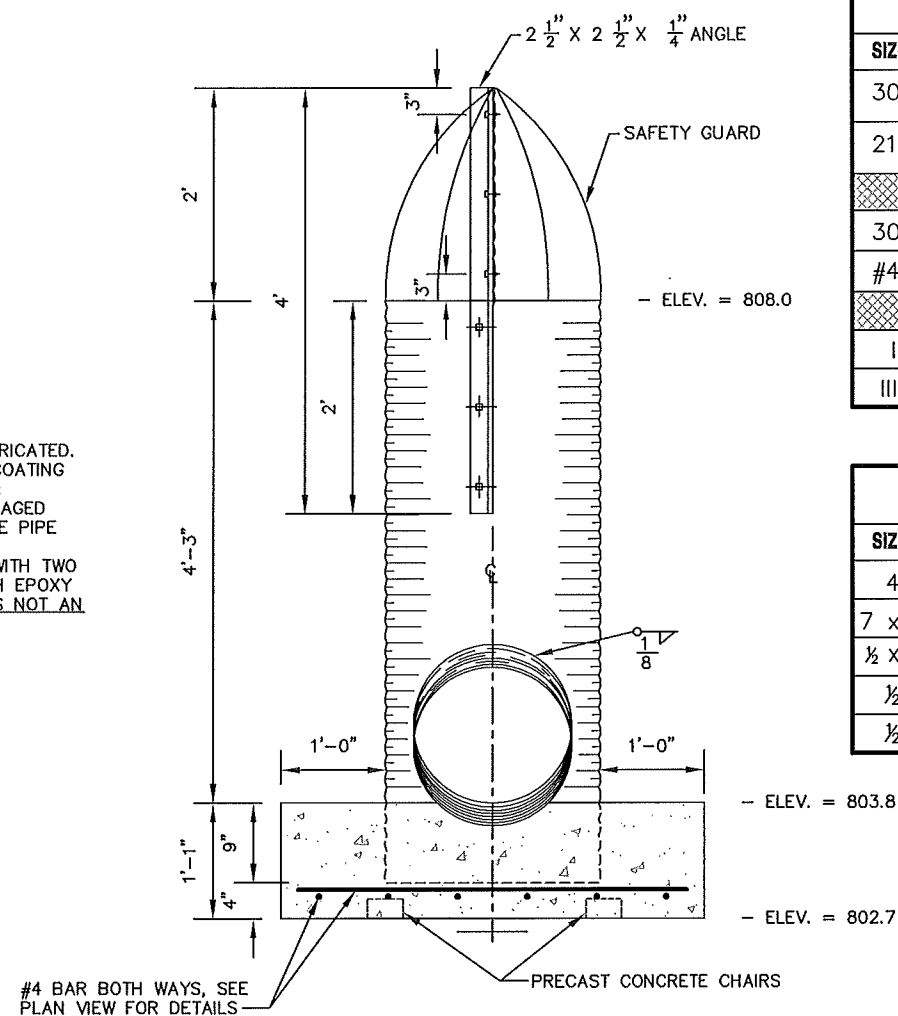
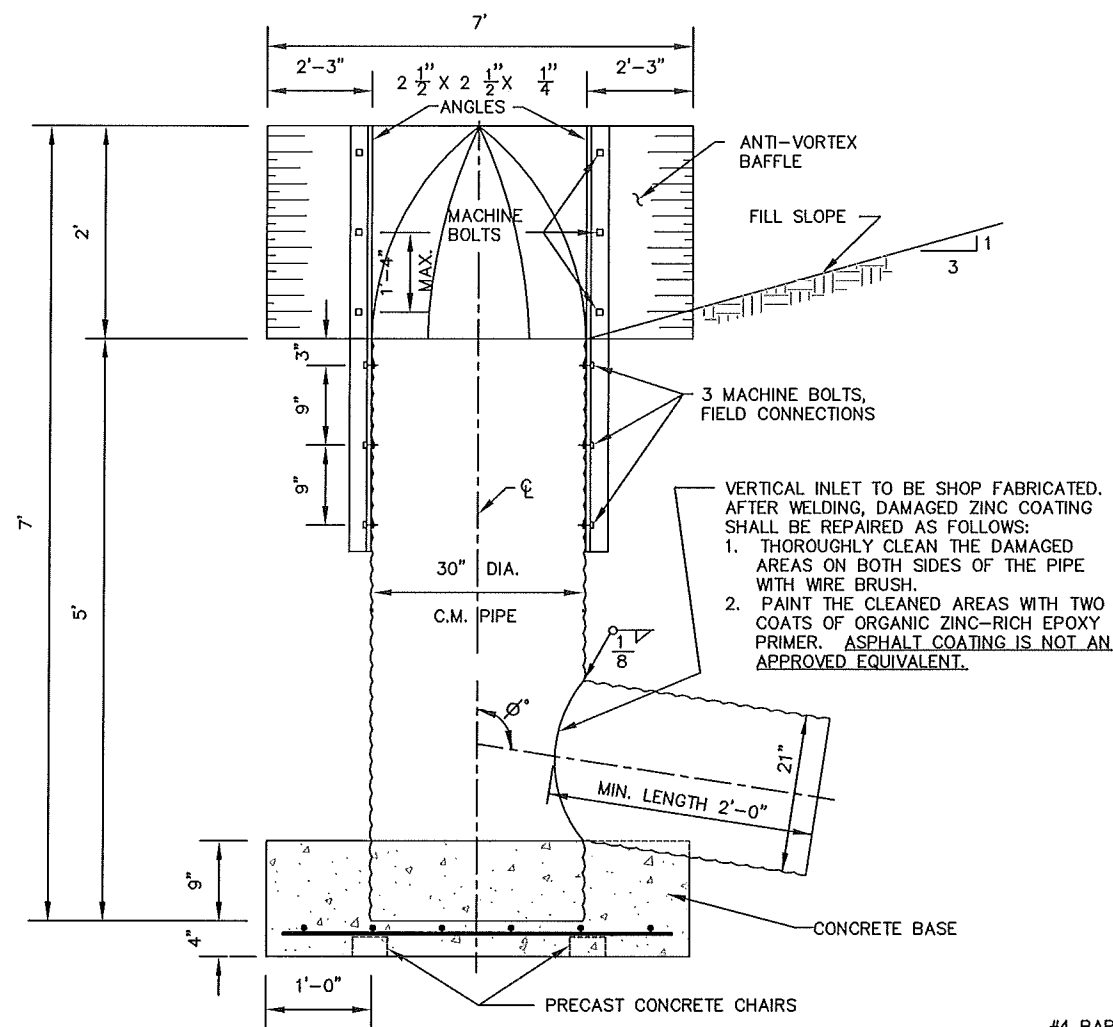
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RAVINE STABILIZATION

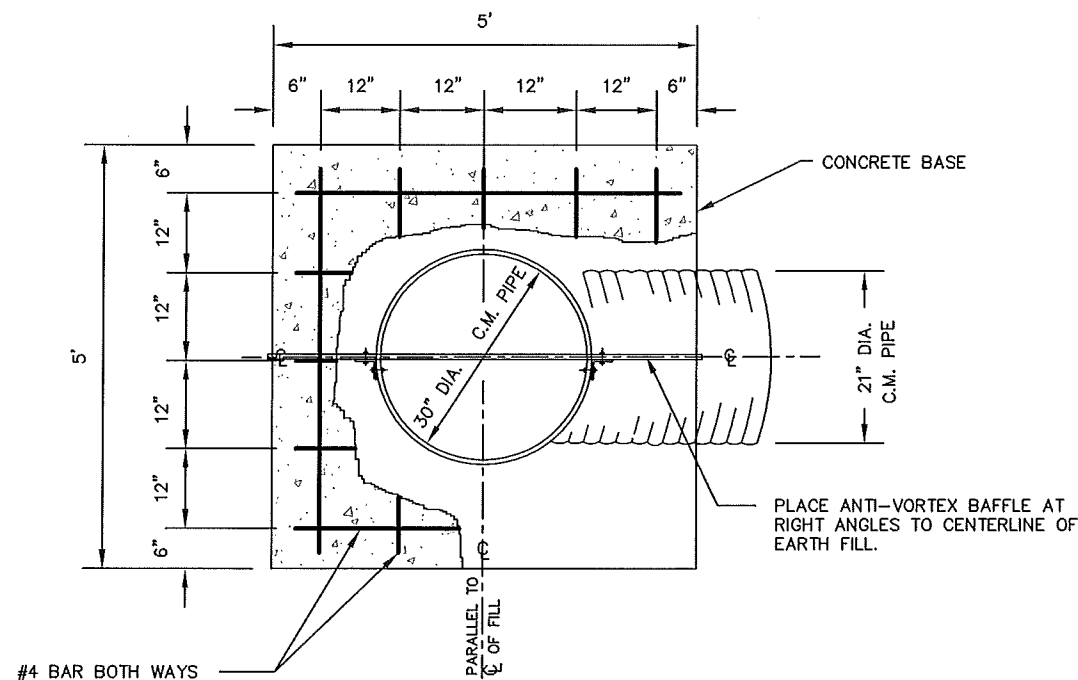
CMP PIPE PROFILE

SHEET 4 of 11



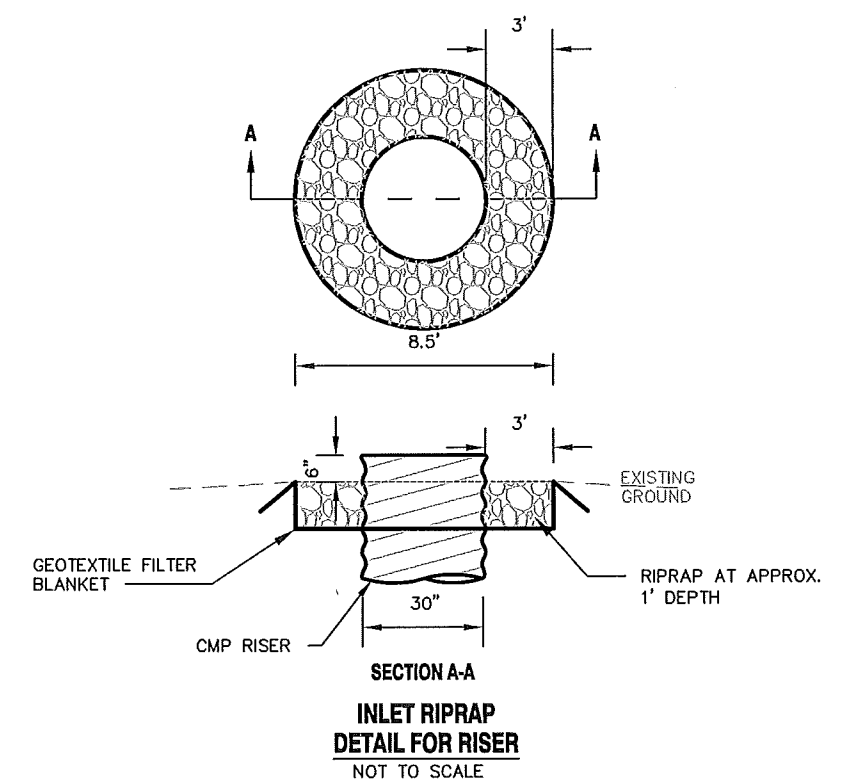
<u>CMP RISER ITEMS</u>					
SIZE	UNIT	ITEM DESCRIPTION	QTY.	UNIT	
30"	DIA.	ANNULAR CMP--CLOSED RIVETED CAULK SEAM GLAV. METAL PIPE	5	LN. FT.	.064 (16 GAGE)
21"	DIA.	ANNULAR CMP--CLOSED RIVETED CAULK SEAM GLAV. METAL STUB	2	LN. FT.	.064 (16 GAGE)
		Ø° DEGREES--ANGLE	90.9	DEGREES	
30"	DIA.	SAFETY GUARD - 3/4" ROD GALV.	1	EACH	
#4		REINFORCING STEEL BARS, (45 L.F.)	30	LBS	
		VOLUME OF CONCRETE	1.1	C.Y.	
I	TYPE	NON-WOVEN GEOTEXTILE	16	SQ.YDS.	
III	CLASS	RIPRAP (2 C.Y.)	2.8	TONS	

<u>CMP ANTI-VORTEX PLATE ITEMS</u>					
SIZE	UNIT	ITEM DESCRIPTION	QTY.	UNIT	
4	L.F.	2 1/2" X 2 1/2" X 1/4" ANGLES, GALV.	2	EACH	
7 x 2	FT.	CORRUGATED METAL SHEETS, GALV.	1	EACH	.064 (16 GAGE)
½ x 1¼	INCH	STEEL CADMIUM PLATED MACHINE BOLTS	12	EACH	
½	INCH	STEEL SPLIT LOCK WASHERS	12	EACH	
½	INCH	STEEL CADMIUM PLATED NUTS	12	EACH	



- CONSTRUCTION NOTES:**

1. CORRUGATED METAL PIPE SHALL BE ANNULAR CORRUGATIONS WITH CLOSE RIVETED CAULKED SEAM CONSTRUCTION.
2. ALL HOLES FOR BOLTS SHALL BE 9/16" DIA.
3. PRECAST CONCRETE CHAIRS SHALL BE USED TO SUPPORT THE REINFORCING STEEL BARS. PRECAST CONCRETE CHAIRS SHALL BE MANUFACTURED OF 3000 PSI CONCRETE AND SHALL BE TIE WIRES SECURELY ANCHORED IN THE CHAIR OF A V-SHAPED GROOVE AT LEAST 3/4 INCH IN DEPTH MOLDED INTO THE UPPER SURFACE TO RECEIVE THE STEEL BAR AT THE POINT OF SUPPORT. PRECAST CONCRETE CHAIRS SHALL BE MOIST AT THE TIME CONCRETE IS PLACED.
4. LENGTH OF REINFORCING STEEL BARS IS 4'-6".
5. RIPRAP SHALL MEET THE REQUIREMENTS OF MNDOT SPEC. 3601.



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND THAT
I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: RYAN T. JONES

SIGNATURE: Ryan T. Jones

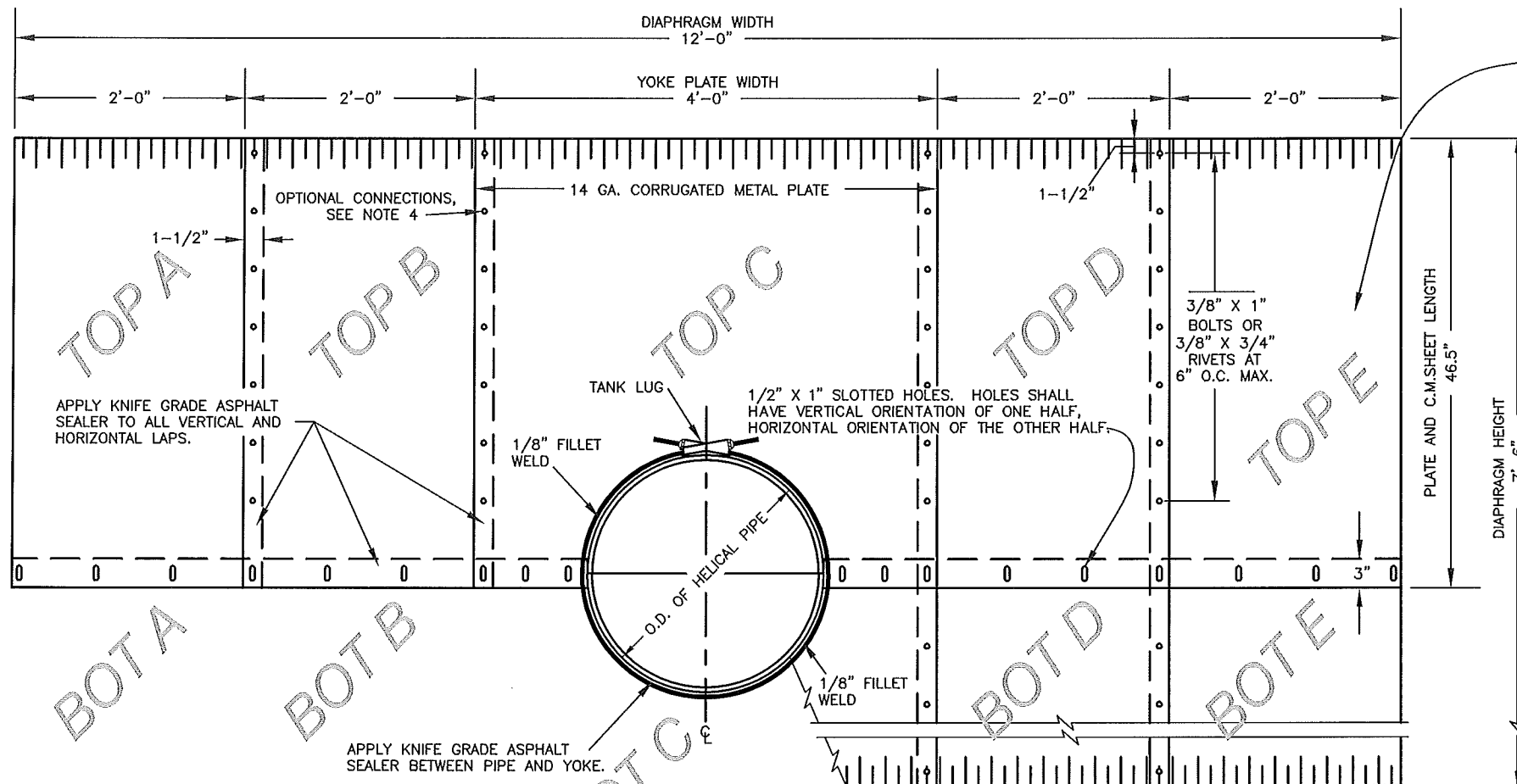
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**SOUTH CENTRAL
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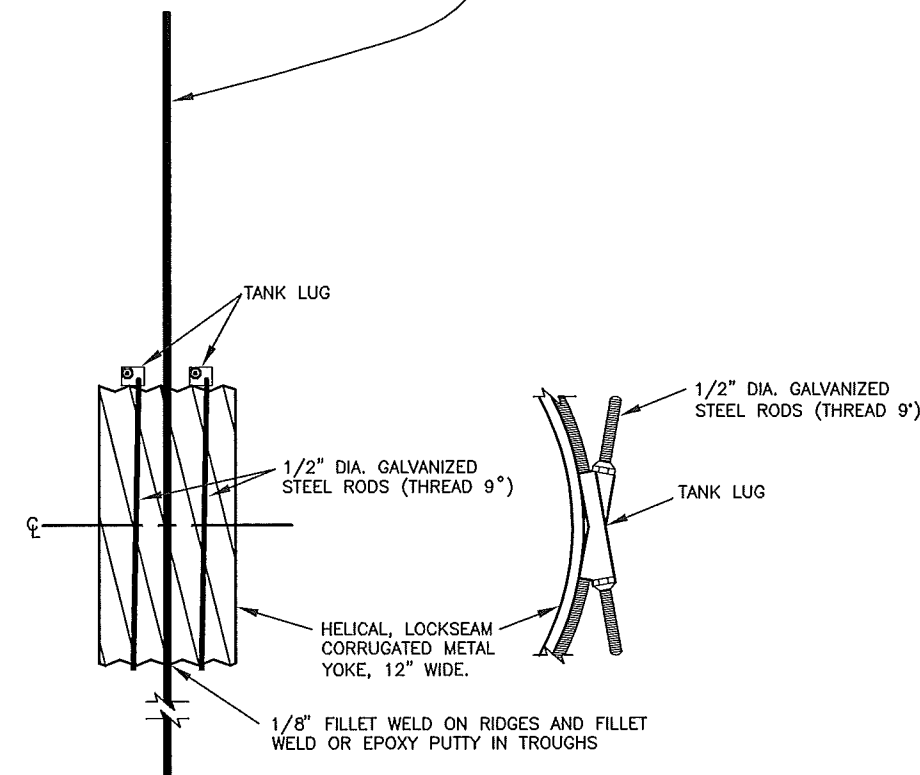
CRAIG & COLLEEN HANSON
RAVINE STABILIZATION

PREFABRICATED CMP RISER

SHEET 5 of 11



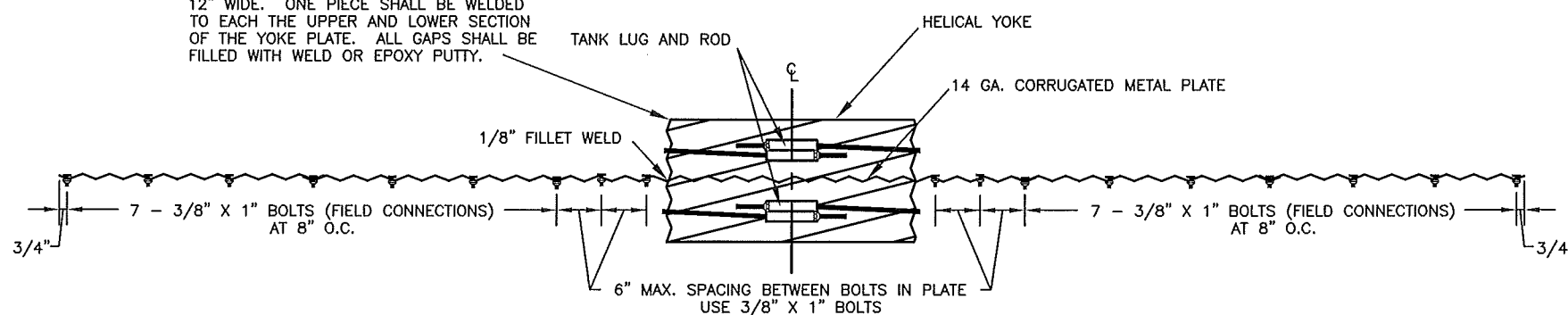
FRONT VIEW
NOT TO SCALE



SIDE VIEW
NOT TO SCALE

DETAIL OF TANK LUG
NOT TO SCALE

YOKE SHALL BE FABRICATED FROM 2 PIECES OF HELICAL LOCKSEAM CORRUGATED PIPE, 12" WIDE. ONE PIECE SHALL BE WELDED TO EACH THE UPPER AND LOWER SECTION OF THE YOKE PLATE. ALL GAPS SHALL BE FILLED WITH WELD OR EPOXY PUTTY.



PLAN VIEW
NOT TO SCALE

TABLE OF DIMENSIONS FOR ONE DIAPHRAGM

PIPE DIAMETER (IN.)		21
DIAPHRAGM SIZE	HEIGHT (FT.-IN.)	7'-6"
	WIDTH (FT.-IN.)	12'
YOKE PLATE	NO. REQUIRED	2
	LENGTH (IN.)	46.5"
	WIDTH (IN.)	48"
CORRUGATED METAL SHEETS	NO. REQUIRED	8
	LENGTH (IN.)	46.5"
	GAGE	16

BILL OF MATERIALS

ITEM DESCRIPTION	UNIT	QTY.
12' X 7'-6" ANTI-SEEP DIAPHRAGM FOR HELICAL CORR. METAL PIPE	EACH	1
RODS	EACH	2
LUGS	EACH	2
NUTS	EACH	4
KNIFE GRADE ASPHALT SEALER	GAL	1

CONSTRUCTION NOTES:

- SEE PROFILE VIEW FOR:
A: LOCATIONS
- ALL NUTS, BOLTS, RIVETS, AND WASHERS SHALL BE GALVANIZED, CADMIUM PLATED, OR STAINLESS STEEL.
- YOKE WELDS AND THE ASSEMBLY OF CORRUGATED SHEETS (WHEN REQUIRED) SHALL BE SHOP FABRICATED.
- CONNECTION OF CORRUGATED SHEETS WITH YOKE PLATE MAY BE EITHER SHOP FABRICATED USING 3/8" X 3/4" RIVETS ON 6" CENTERS OR FIELD BOLTED USING 3/8" X 1" BOLTS ON 6" CENTERS.
- AFTER WELDING, DAMAGED ZINC COATING SHALL BE REPAIRED AS FOLLOWS:
A: THOROUGHLY CLEAN THE DAMAGED AREAS ON BOTH SIDES OF THE DAMAGED METAL WITH A WIRE BRUSH.
B: PAINT THE CLEANED AREAS WITH TWO COATS OF ZINC OXIDE-ZINC DUST PAINT.
- LABEL EACH METAL PLATE FOR PROPER FIELD ASSEMBLY.
- APPLY KNIFE GRADE ASPHALT SEALER BETWEEN PIPE AND YOKE AND BETWEEN PLATES.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: RYAN T. JONES

SIGNATURE: *Ryan T. Jones*

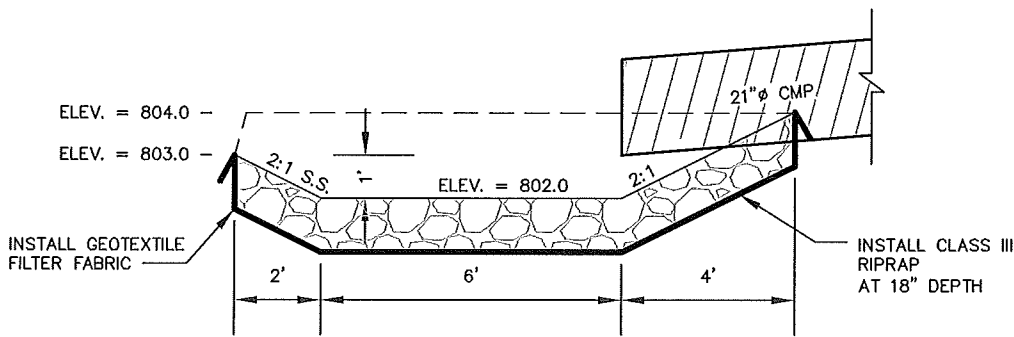
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**SOUTH CENTRAL
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1160 S. VICTORY DRIVE
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CRAIG & COLLEEN HANSON
RAVINE STABILIZATION

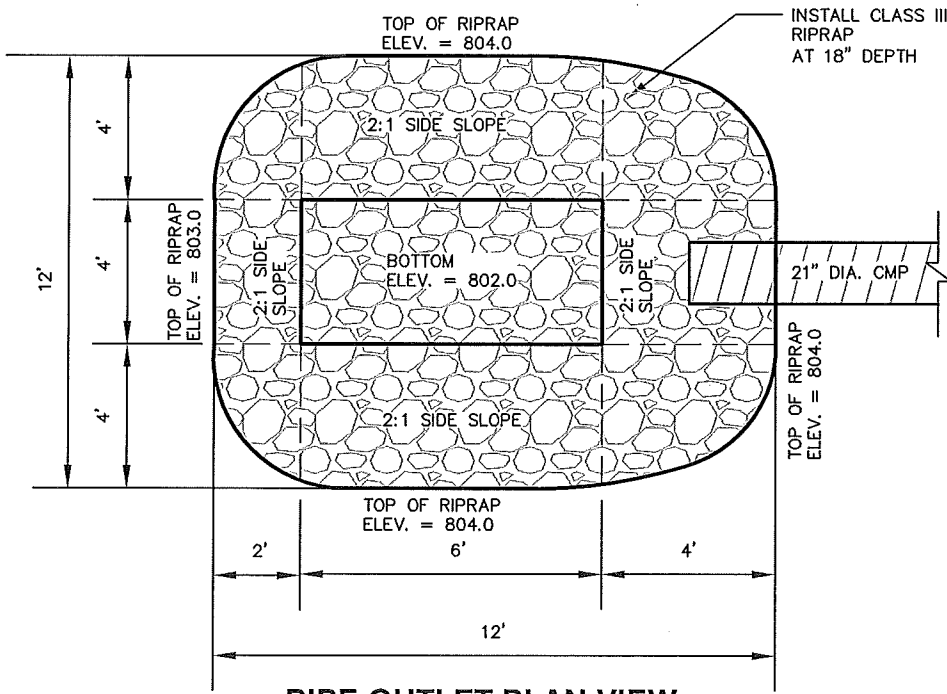
ANTI-SEEP DIAPHRAGM DETAILS SHEET 6 of 11

21" DIA. CMP OUTLET



PIPE OUTLET SIDE VIEW

NOT TO SCALE



PIPE OUTLET PLAN VIEW

NOT TO SCALE

RIPRAP QUANTITIES			
CLASS	ITEM DESCRIPTION	UNIT	QTY.
III	RIPRAP (8 c.y.)	TONS	11
I	NON-WOVEN GEOTEXTILE, (8 oz.)	SQ.YDS.	25

RIPRAP GRADATION TABLE		
RIPRAP DIAMETER (INCHES)	APPROX. % OF TOTAL SIZE SMALLER THAN GIVEN SIZE	
	CLASS II	CLASS III
18		100
12	100	75
9	75	50
6	50	
3		10
2	10	

CONSTRUCTION NOTES:

MATERIALS:

1. GEOTEXTILE FABRIC SHALL BE NON-WOVEN, TYPE I MEETING THE REQUIREMENTS OF MINNESOTA NRCS MATERIAL SPECIFICATION 592.
2. RIPRAP SHALL BE CLASS III PER THE REQUIREMENTS OF MNDOT STANDARD SPECIFICATION 3601.
3. RIPRAP SHALL BE FREE FROM DIRT, CLAY, SAND, ROCK FINES AND OTHER MATERIAL NOT MEETING THE REQUIRED GRADATION LIMITS.

FOUNDATION PREPARATION AND GEOTEXTILE INSTALLATION:

1. THE SURFACE ON WHICH THE GEOTEXTILE IS TO BE PLACED SHALL BE GRADED TO THE NEAT LINES AND GRADES AS SHOWN ON THE DRAWINGS. IT SHALL BE REASONABLY SMOOTH AND FREE OF LOOSE ROCK AND CLODS, HOLES, DEPRESSIONS, PROJECTIONS, MUDDY CONDITIONS, AND STANDING OR FLOWING WATER.
2. *** GEOTEXTILE FABRIC SHALL NOT BE PLACED UNTIL THE FOUNDATION PREPARATION IS COMPLETED AND THE SUBGRADE SURFACE HAS BEEN INSPECTED AND APPROVED. ***
3. THE GEOTEXTILE FABRIC SHALL BE LOOSELY LAID, WITHOUT STRETCHING, TO CONFORM TO UNDERLYING SURFACE IRREGULARITIES. THE GEOTEXTILE FABRIC MAY BE FOLDED AND OVERLAPPED TO ALLOW PROPER PLACEMENT.
4. SECTIONS OF GEOTEXTILE SHALL BE JOINED BY OVERLAPPING A MINIMUM OF 18 INCHES. SECURING PINS MAY BE USED BUT ARE NOT REQUIRED.

RIPRAP INSTALLATION:

1. RIPRAP SHALL NOT BE PUSHED ONTO OR ROLLED OVER THE GEOTEXTILE FABRIC.
2. RIPRAP SHALL NOT BE DROPPED MORE THAN 3 FEET ONTO THE GEOTEXTILE FABRIC.
3. RIPRAP SHALL BE PLACED IN A MANNER THAT ENSURES THE MATERIAL IS REASONABLY HOMOGENEOUS, WITH THE LARGER ROCKS UNIFORMLY DISTRIBUTED AND FIRMLY IN CONTACT WITH EACH OTHER, AND THE SMALLER ROCKS AND SPALLS FILLING THE VOIDS BETWEEN THE LARGER ROCKS. SOME HAND PLACEMENT MAY BE REQUIRED TO PROVIDE A NEAT AND UNIFORM SURFACE.
4. HAND PLACEMENT OF RIPRAP MAY BE NECESSARY IN CERTAIN AREAS TO AVOID DAMAGE TO PROPOSED OR EXISTING PIPES.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: RYAN T. JONES

SIGNATURE: *Ryan T. Jones*

DATE: 7/31/14 LICENSE # 44622

**SOUTH CENTRAL
TECHNICAL SERVICE AREA**

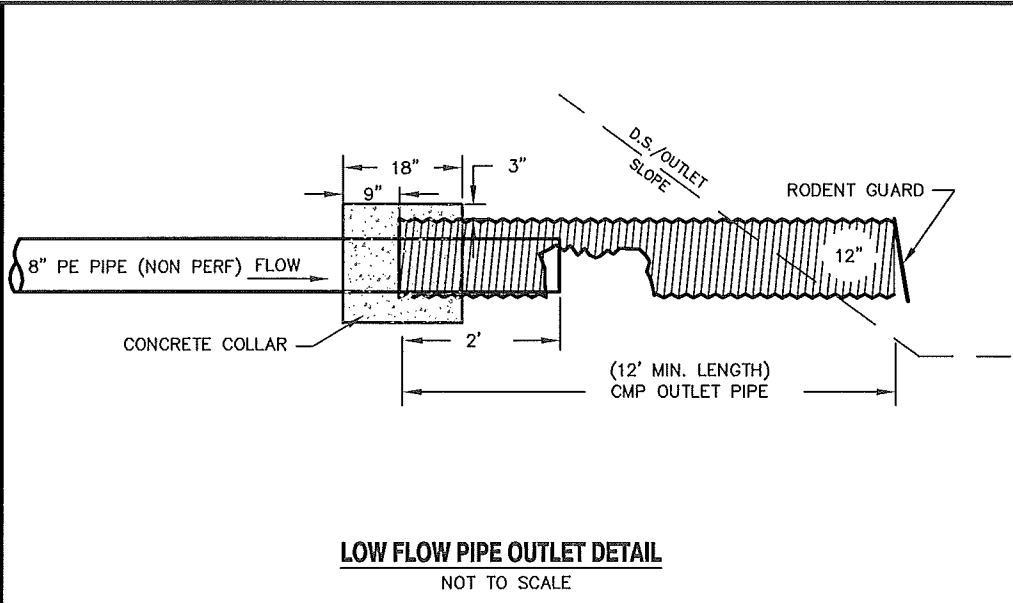
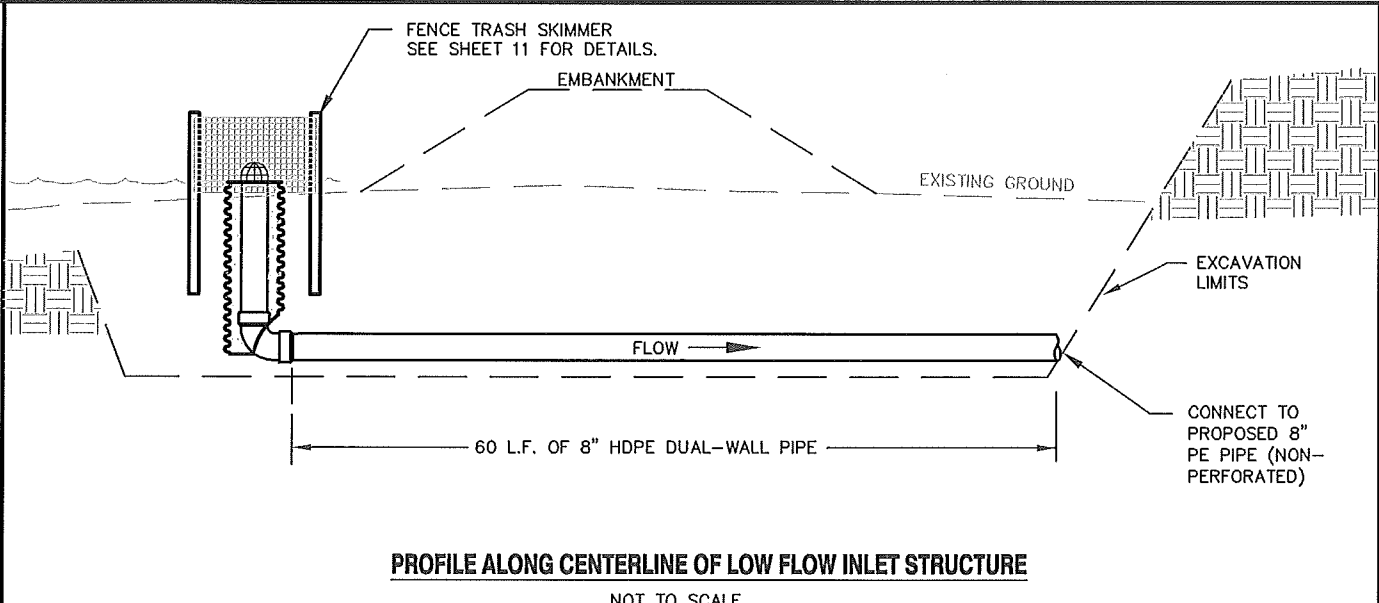
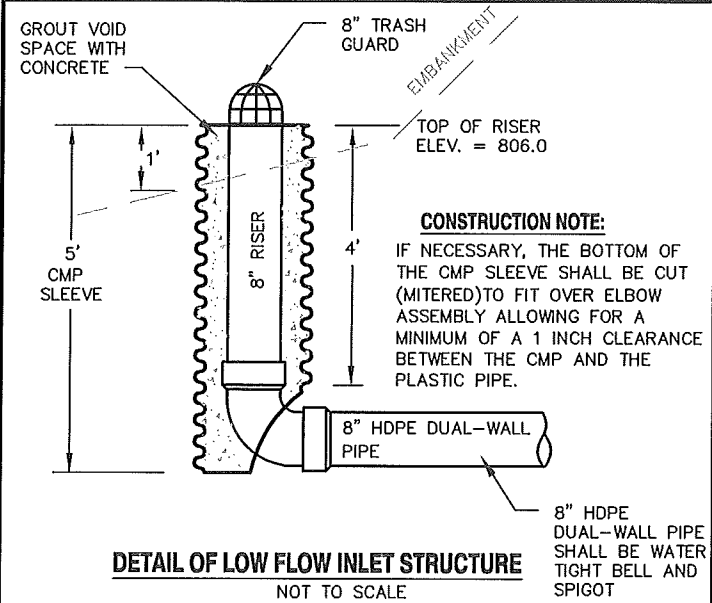
1160 S. VICTORY DRIVE
MANKATO, MINN.
(507) 345-1051

CRAIG & COLLEEN HANSON

RAVINE STABILIZATION

RIPRAP BASIN DETAILS

SHEET 7 of 11



CONSTRUCTION SPECIFICATIONS (LOW FLOW INLET)

DESCRIPTION

The work shall include all labor, materials, and equipment required to assemble the pipe sections, excavate and prepare the bed for the pipe, and place and compact the backfill to the lines and grades shown on the drawings.

MATERIALS (GENERAL)

All materials must be handled and stored in a careful and workmanlike manner. All pipes and fittings must be of the length, size and type specified. All materials with physical imperfections or that are damaged, lost, broken or deemed unsuitable due to the Contractor's method of installation, handling, or negligence must be replaced at the Contractor's expense.

MATERIALS ("DUAL-WALL" HDPE PIPE)

Unless otherwise specified, the High Density Polyethylene Pipe (HDPE) shall have a smooth interior and annular exterior corrugations. Manning's "n" value for the pipe shall not exceed 0.012.

For pipe sizes 6- to 10-inch, the pipe shall meet the requirements of AASHTO M252 Type S. Pipe and fitting material shall be high-density polyethylene meeting the requirements of ASTM D3350 minimum Cell Classification 324420C. Fabricated fittings shall be welded on the interior and exterior at all junctions. Welds shall be done as recommended by the manufacturer. When required, coupling bands of the appropriate size and type for each section of pipe for sizes 10 inch and smaller. Gasketed couplers shall be provided for each pipe junction and fitting and must meet the requirements of ASTM F477. The gaskets shall be those recommended by the manufacturer for use with the coupler, fittings, and pipe to provide watertightness to the joint.

MATERIALS - SINGLE-WALL POLYETHYLENE (PE) PIPE

Corrugated polyethylene (PE) pipe and fittings, as appropriate for the type and size specified, shall meet the requirements of ASTM-F-667 for 8-24 inch diameter pipe and fittings. Joints shall be minimized to the extent practical. When required and unless otherwise shown on the drawing, coupling bands of the appropriate size and type are to be provided at each pipe joint. The hardware for fastening the coupling bands to the connecting pipes shall be fabricated to permit sufficient tightening to provide the required joint tensile strength and, if required, water-tightness, without failure of the fastening.

MATERIALS (CORRUGATED METAL PIPE)

All corrugated steel pipe (CMP) shall be metallic zinc-coated unless otherwise specified. The pipe shall conform to the requirements of ASTM-A-760, A 762, A-885, for the specified type, class, and fabrication of pipe and coating.

MATERIALS (TRASH RACK)

Unless otherwise specified, trash racks shall be of the "beehive type" with bar spacings at the base of the trash rack no smaller than 2.0" and with a bar diameter of no less than 1/4". Trash racks to be constructed of steel and finished in accordance with the manufacturers specifications.

HANDLING THE PIPE

The Contractor shall furnish all equipment necessary to transport and place the pipe without damaging it. When handling and placing pipe materials, measures shall be taken to prevent impact blows, abrasion damage, and gouging or cutting (by equipment or other site materials). All special handling requirements of the manufacturer shall be strictly observed. Special care shall be taken to avoid impact when the pipe must be handled at temperatures of 40° F or less. To avoid exposure to ultraviolet radiation, the pipe shall be covered with an opaque material when stored outdoors for a period of fifteen days or longer.

INSTALLATION AND ASSEMBLY OF PIPE

The trench or excavation for the placement of the conduit shall be constructed to the elevations and grades shown or as staked. Trench shields, shoring and bracing, or other methods necessary to safeguard the workers and the work shall be furnished, placed, and subsequently removed by the Contractor.

Unless otherwise specified, no filter or envelope is required. The bottom of the trench shall be shaped to form a semicircular groove in its center. The conduit shall be firmly and uniformly bedded throughout its entire length to the specified elevation and grade. The minimum trench width at the top of the conduit should be adequate to permit installation and provide bedding conditions suitable to support the load on the conduit.

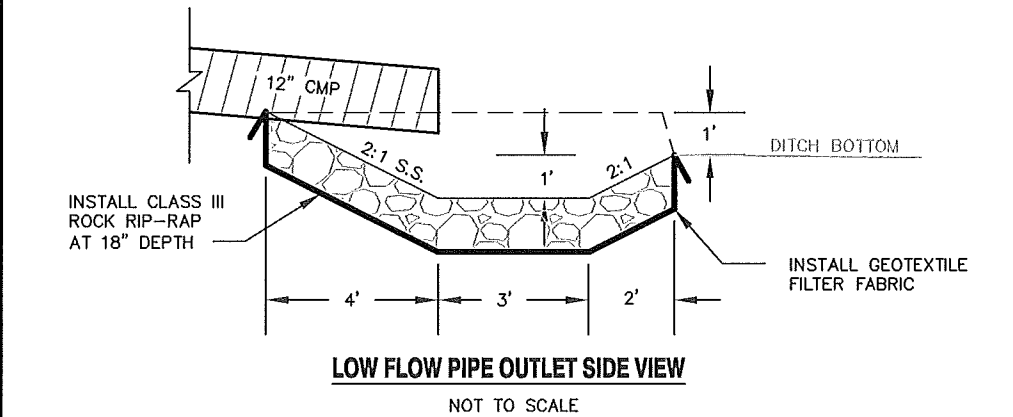
Unless otherwise specified, the pipe shall be assembled and installed in accordance with the manufacturer's recommendations. The pipe shall be laid to the elevations and grades shown on the drawings or as staked.

Unless otherwise specified, excavation and subsequent installation of conduit sections shall begin at the outlet end and progress upstream. Bell and spigot pipe, shall be installed with the bell end upstream. Bell-holes shall be made in the bedding under bells to prevent the pipe from being supported by the fittings. All field cut pipe ends shall have all burrs removed prior to assembling the joints. All pipelines shall be free of foreign material and joints shall be made in accordance with the recommendation of the pipe manufacturer.

BACKFILLING

The initial backfill shall be manually compacted around the pipe and to a depth of 2 feet over the pipe to provide adequate lateral support to the pipe. The initial backfill material shall be selected friable soil free from rocks or stones larger than 1 inch in diameter and earth clods greater than 2 inches in diameter. The moisture content of the backfill material shall be maintained within the limits required to: a) allow the soil to form a ball that does not readily separate when kneaded in the hand; b) prevent adherence of the fill material to the equipment treads or tracks; c) prevent rutting by equipment, and; d) ensure that blending of the soil results in a reasonably homogenous mass. Compaction shall be by hand tamping or manually directed power tampers. The initial backfill shall be placed in layers no thicker than 4 inches and compacted to a density greater than or equal to that of the surrounding undisturbed soil. Special care shall be taken to obtain compaction under the lower half of the pipe. The pipe shall be loaded sufficiently during backfilling around the sides to prevent it from being lifted from the bedding or subgrade.

Final backfill material shall be free of large rocks, frozen soil, and other debris larger than 4 inches in diameter. The material shall be placed and spread in approximately uniform layers with a maximum thickness of 9 inches in such a manner that there will be no unfilled spaces in the backfill and the backfill will be level with the natural ground or the design grade. Rolling equipment shall not be used to compact the final backfill until at least a 2-foot depth of cover has been placed over the pipe. The use of compaction equipment or methods that produce horizontal or vertical earth pressures which may cause excessive displacements or which may damage the installed pipe will nor be permitted. Place backfill to the lines and grades shown on the plans or as staked.

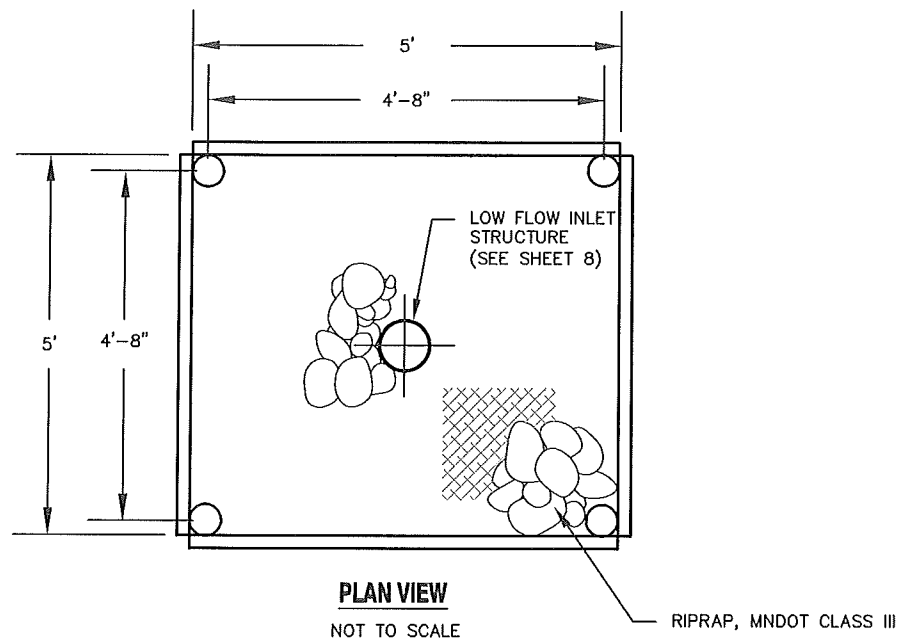


SIZE	UNIT	LOW FLOW INLET ITEM DESCRIPTION	UNIT	QTY.
8"	DIA. INCHES	HEIGHT OF RISER PIPE	LIN. FT.	4
8	DIA. INCHES	HDPE DUAL-WALL PIPE LENGTH (water tight bell and spigot)	LIN. FT.	60
8	DIA. INCHES	90 DEG. ELBOW (water tight)	EACH	1
8	DIA. INCHES	BEEHIVE TYPE TRASH GUARD	EACH	1
15	DIA. INCHES	CMP RISER SLEEVE LENGTH (5 ft. min., Annular CMP - 16 ga.)	LIN. FT.	5
		GROUTED RISER STRUCTURE (4.5 cu.ft.)	EACH	1
LOW FLOW PIPE OUTLET ITEM DESCRIPTION				
12	DIA. INCHES	CMP OUTLET PIPE (16 ga. Annular or Helical)	LIN. FT.	12
		CONCRETE COLLAR AT OUTLET JOINT (2.5 cu.ft. each)	EACH	1
		HINGED TYPE RODENT GUARD FOR CMP OUTLET PIPE	EACH	1
III	CLASS	RIPRAP AT OUTLET PIPE (4 c.y.)	TONS	5.6
I	CLASS	NON-WOVEN GEOTEXTILE (8 OZ.)	S.Y.	13

**SOUTH CENTRAL
TECHNICAL SERVICE AREA**
1160 S. VICTORY DRIVE
MANKATO, MINN.
(507) 345-1051

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		CRAIG & COLLEEN HANSON RAVINE STABILIZATION	
PRINT NAME: RYAN T. JONES			
SIGNATURE: <i>Ryan T. Jones</i> DATE: 7/31/14 LICENSE # 44622			
LOW FLOW INLET & OUTLET		SHEET 8 of 11	

FENCE TRASH SKIMMER



CONSTRUCTION SPECIFICATIONS (FENCE TRASH SKIMMER):

DESCRIPTION

THE WORK SHALL INCLUDE ALL LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO ASSEMBLE THE FENCE TRASH SKIMMER AS SPECIFIED.

MATERIALS (GENERAL)

ALL MATERIALS TO BE PROVIDED BY THE CONTRACTOR AND ARE SUBJECT TO APPROVAL BY THE PROJECT TECHNICIAN UPON DELIVERY TO THE SITE.

ALL WOOD CONSTRUCTION MATERIALS SHALL BE PRESSURE TREATED LUMBER.

ALL FENCE MATERIALS AND FASTENERS SHALL BE CORROSION RESISTANT.

MATERIALS (RIPRAP & GEOTEXTILE)

RIPRAP SHALL BE DURABLE FIELD STONE (ROUND) OR QUARRY STONE (ANGULAR CRUSHED BEDROCK), IN ACCORDANCE WITH MN/DOT SPECIFICATION 3601.

RIPRAP SHALL BE PLACED WITHIN THE FENCED AREA TO A MINIMUM DEPTH OF 12 INCHES.

GEOTEXTILE FABRIC SHALL BE PLACED BENEATH THE STRUCTURE AND SHALL BE SECURED BY EMBEDDING A MINIMUM OF ONE FOOT INTO THE SURROUNDING SOIL. GEOTEXTILE FABRIC SHALL BE NON-WOVEN, TYPE I PER THE REQUIREMENTS OF MINNESOTA NRCS SPECIFICATION 592. HANDLING AND INSTALLATION SHALL FOLLOW THE RECOMMENDATIONS OF THE MANUFACTURER.

INSTALLATION AND ASSEMBLY

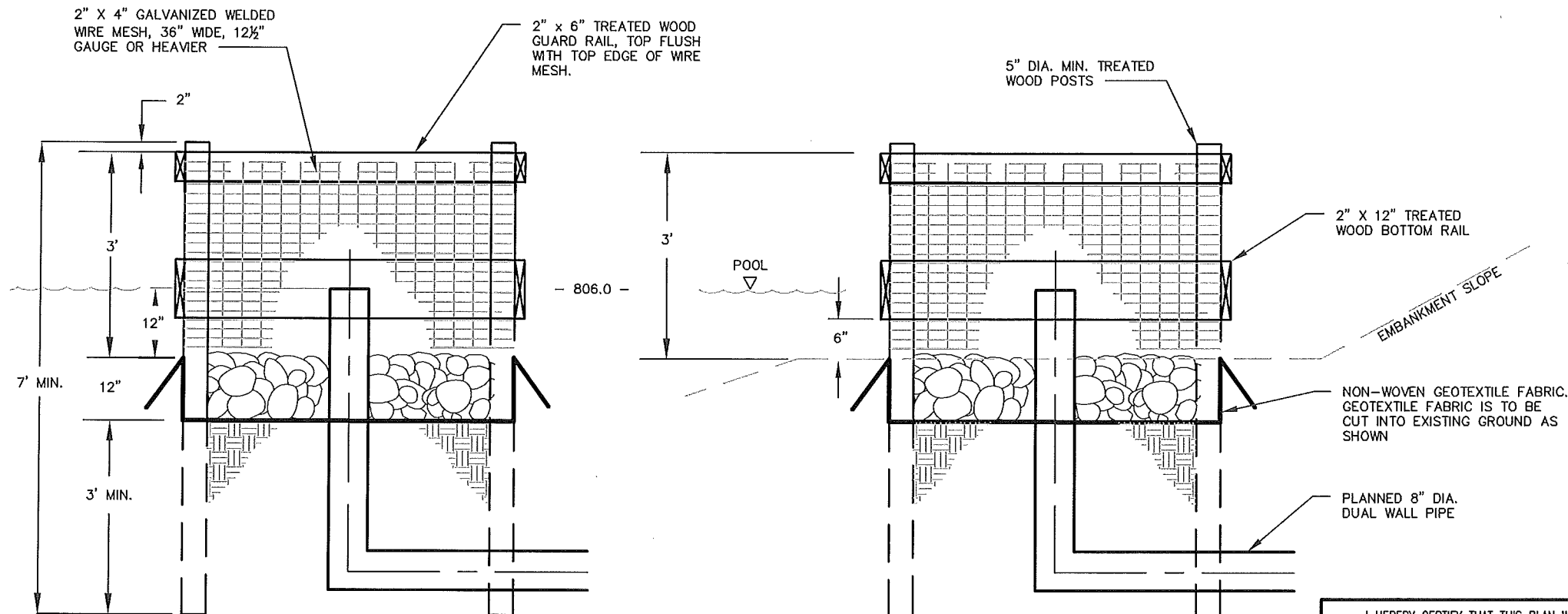
THE LOW FLOW PIPE INLET SHALL BE CENTERED WITHIN THE STRUCTURE.

CORNER POSTS SHALL BE BURIED A MINIMUM DEPTH OF 3 FEET BELOW THE GROUND SURFACE. POST HOLES SHALL BE BACKFILLED AND COMPACTED WITH CLEAN COMPATIBLE MATERIAL.

THE WIRE FENCE SHALL BE FASTENED A MINIMUM OF SIX TIMES PER POST WITH GALVANIZED U-SHAPED STAPLES AND SHALL BE EVENLY PLACED IN A VERTICAL DIRECTION AROUND THE OUTSIDE OF THE POSTS UNLESS OTHERWISE DIRECTED BY THE PROJECT TECHNICIAN.

EACH GUARD RAIL SHALL BE ATTACHED TO EACH POST AND SHALL BE CUT FLUSH TO THE ADJACENT GUARD RAIL TO PROVIDE ADEQUATE RAILING SURFACE.

THE WIRE MESH SHALL EXTEND AND BE FLUSH WITH SURFACE OF FINISHED GRADE.



BILL OF MATERIALS

ITEM DESCRIPTION	QTY. EACH	UNIT
7' TREATED WOOD CORNER POSTS (Minimum 5" Diameter)	4	EACH
2" x 6" TREATED WOOD RAILS	20	LIN. FT.
2" x 12" TREATED BOTTOM RAILS/SKIMMER	20	LIN. FT.
2" x 4" WELDED MESH WIRE, 36" WIDE, 12 Ga. minimum	24	LIN. FT.
GEOTEXTILE, NON-WOVEN TYPE 1	9	SQ. YDS.
RIPRAP, CLASS III	1	CUBIC YDS.
16D GALVANIZED OR CADMIUM COATED NAILS	1	LUMP SUM
STAPLES, 9 Ga., GALVANIZED U-SHAPED	1	LUMP SUM

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: RYAN T. JONES

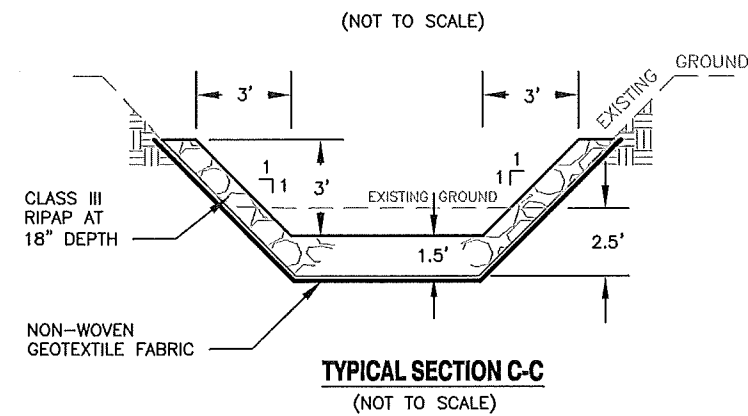
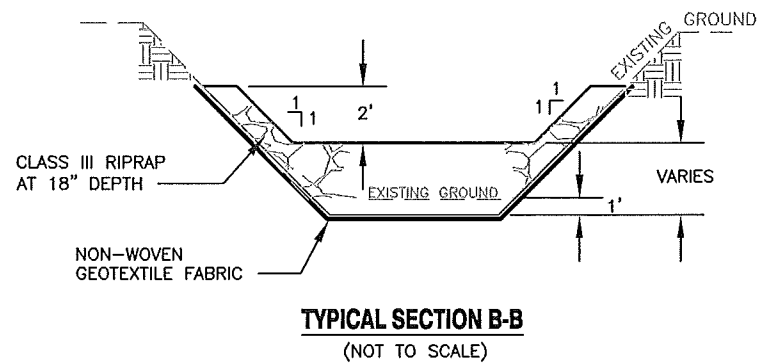
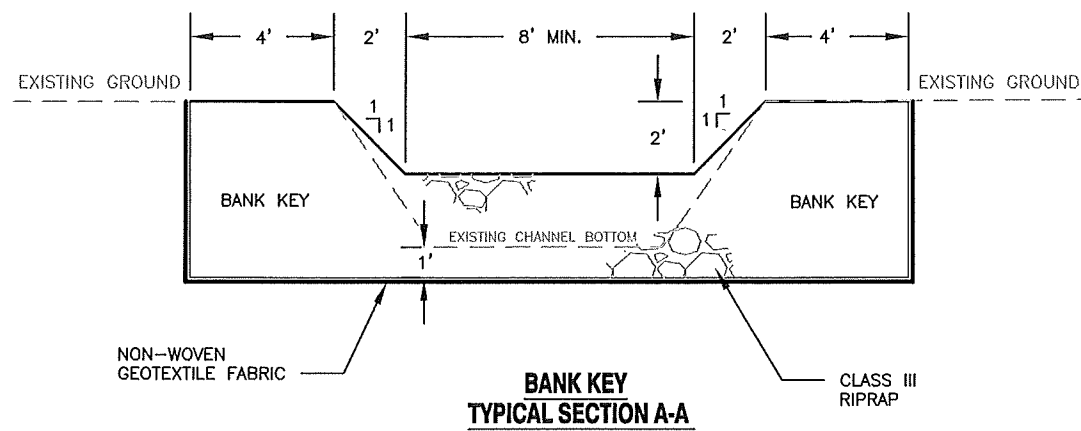
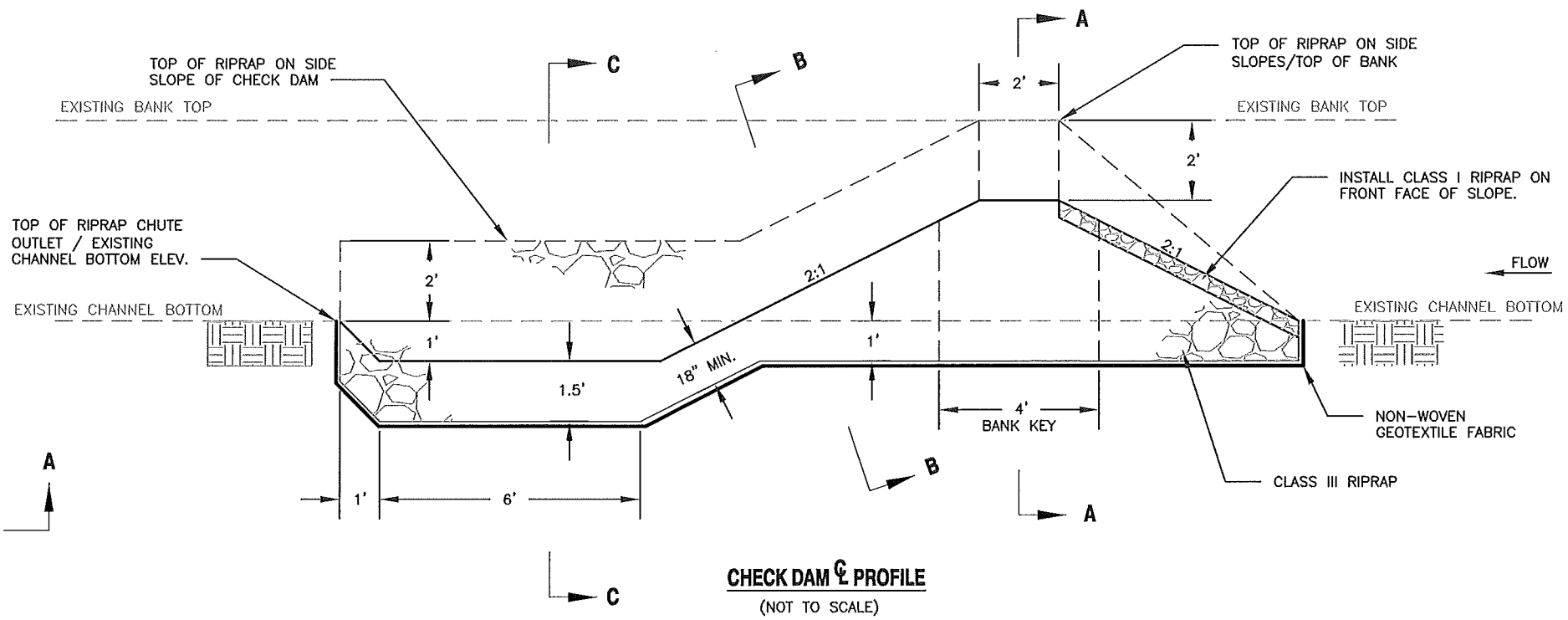
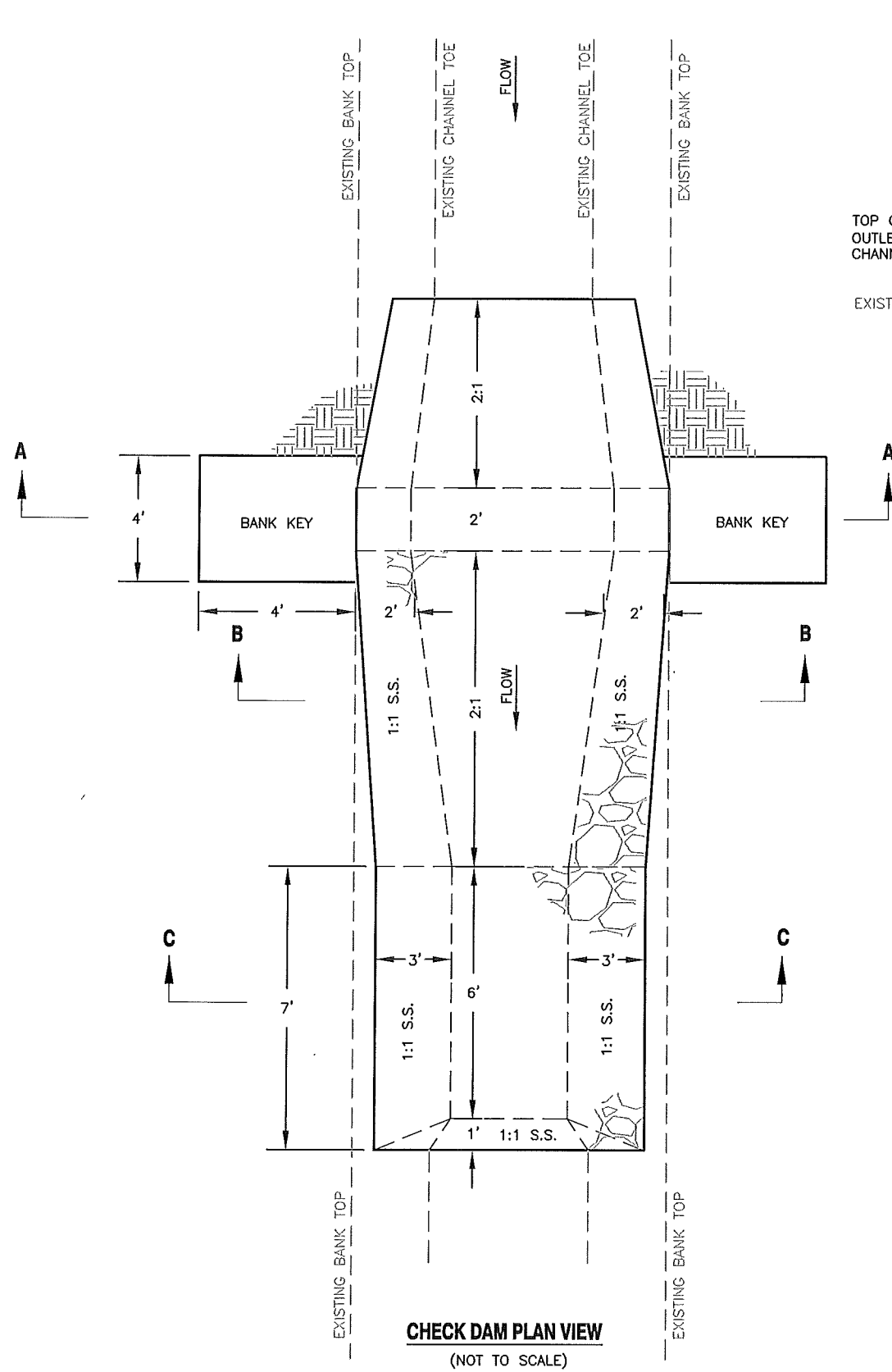
SIGNATURE: *Ryan T. Jones*

DATE: 7/31/14 LICENSE # 44622

**SOUTH CENTRAL
TECHNICAL SERVICE AREA**
1160 S. VICTORY DRIVE
MANKATO, MINN.
(507) 345-1051

CRAIG & COLLEEN HANSON
RAVINE STABILIZATION

FENCE TRASH SKIMMER DETAILS SHEET 9 of 11



CONSTRUCTION NOTES:

1. A TOTAL OF 8 RIPRAP CHECKS SHALL BE INSTALLED. LOCATIONS WILL BE STAKED BY THE ENGINEER PRIOR TO CONSTRUCTION.
2. RIPRAP CHECK LOCATIONS MAY BE ADJUSTED AS NECESSARY IN ORDER TO MINIMIZE DISTURBANCE TO TREES OR OTHERWISE IMPROVE ACCESS FOR CONSTRUCTION EQUIPMENT. COORDINATE WITH THE ENGINEER OR TECHNICIAN.
3. RIPRAP SHALL MEET THE REQUIREMENTS OF MNDOT SPECIFICATION 3601.
4. GEOTEXTILE FABRIC SHALL MEET THE REQUIREMENTS OF MN NRCS SPEC. 592.
5. RIPRAP QUANTITIES ARE ESTIMATED. MORE OR LESS TONNAGE MAY BE REQUIRED. COORDINATE WITH THE ENGINEER AS TO DELIVERY OF MATERIAL TO THE SITE.
6. LINES AND GRADES SHOWN MAY NEED TO BE ALTERED/WARPED IN SOME LOCATIONS TO CONFORM TO THE CHANNEL.

BILL OF MATERIALS

SIZE	UNIT	ITEM DESCRIPTION	UNIT	QTY. EACH	QTY. = 8 TOTAL
I	CLASS	FURNISH & INSTALL NON-WOVEN GEOTEXTILE FABRIC	SQ. YDS.	70	560
III	CLASS	FURNISH & INSTALL RIPRAP (35 C.Y.)	TONS	49	392
I	CLASS	FURNISH & INSTALL RIPRAP (1.8 C.Y.)	TONS	2.5	20

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: RYAN T. JONES

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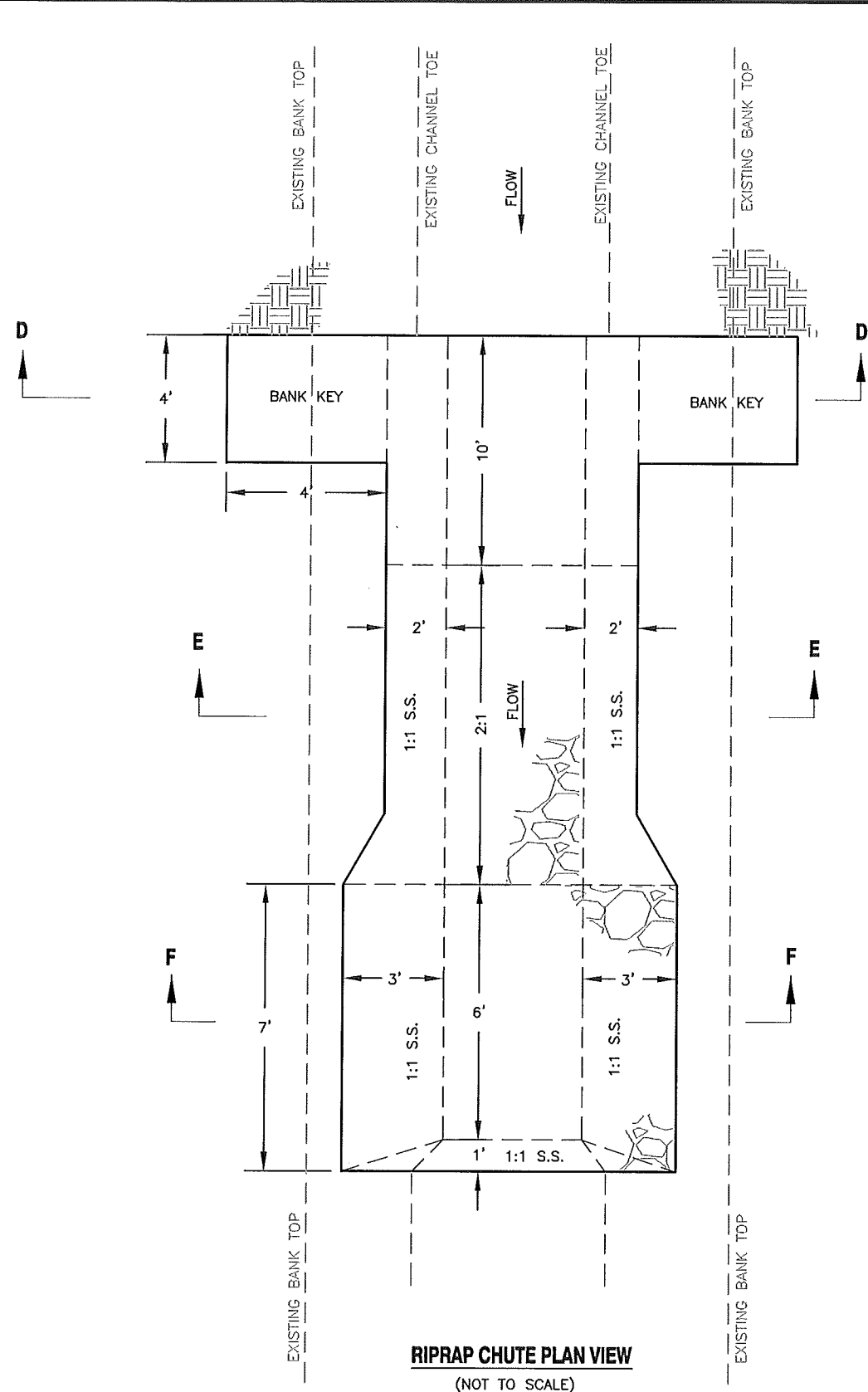
DATE: 7/31/14 LICENSE # 44622

**SOUTH CENTRAL
TECHNICAL SERVICE AREA**

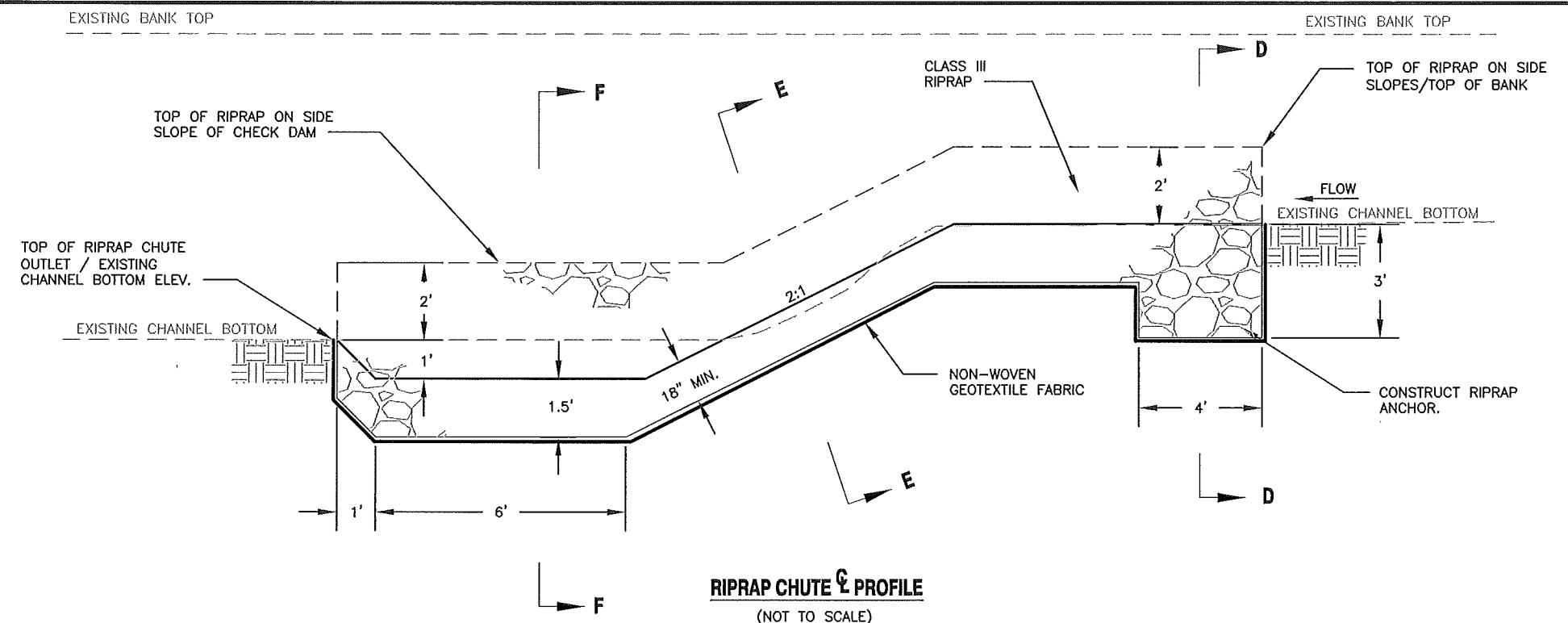
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CRAIG & COLLEEN HANSON
RAVINE STABILIZATION

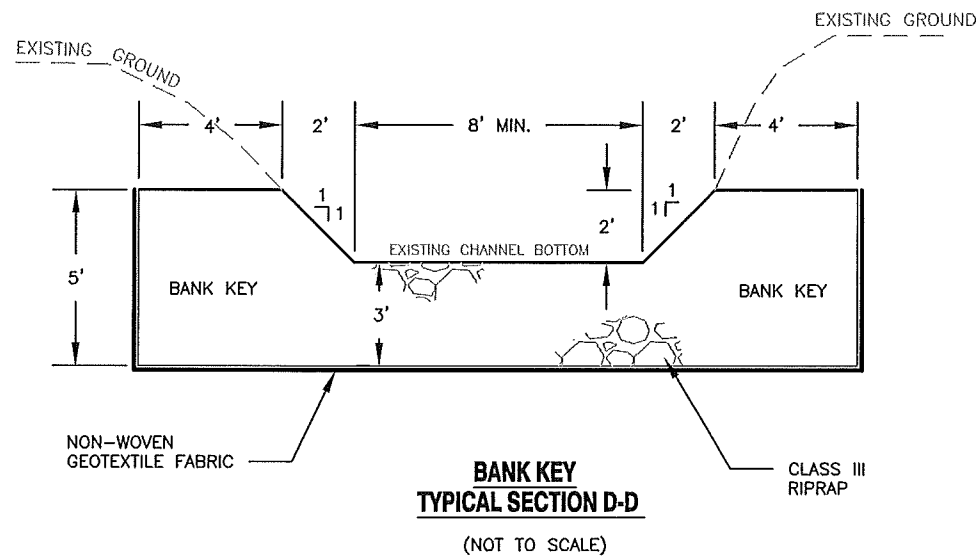
RIPRAP CHECK DAM DETAILS SHEET 10 of 11



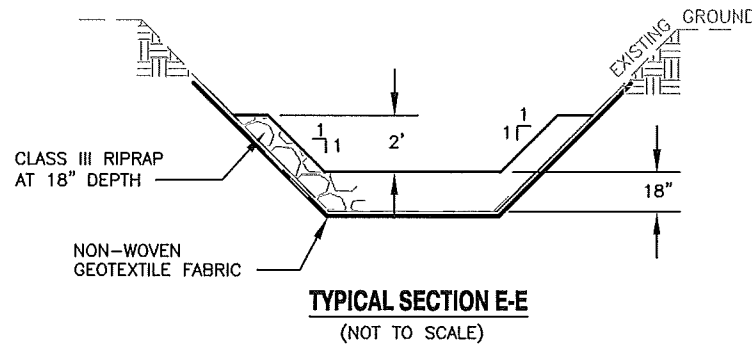
RIPRAP CHUTE PLAN VIEW
(NOT TO SCALE)



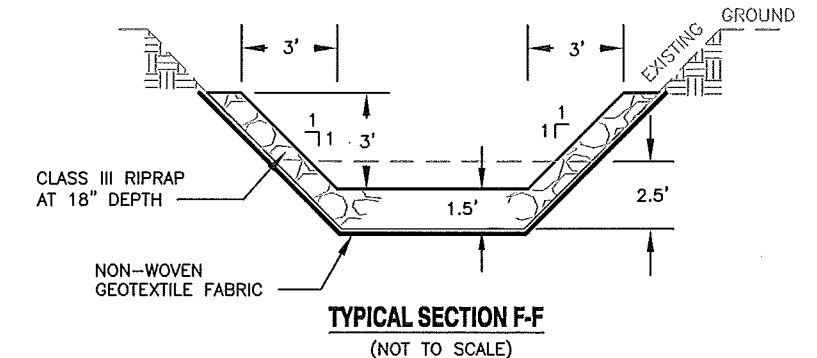
RIPRAP CHUTE & PROFILE
(NOT TO SCALE)



BANK KEY TYPICAL SECTION D-D
(NOT TO SCALE)



TYPICAL SECTION E-E
(NOT TO SCALE)



TYPICAL SECTION F-F
(NOT TO SCALE)

CONSTRUCTION NOTES:

1. A TOTAL OF 2 RIPRAP CHUTES SHALL BE INSTALLED. LOCATIONS WILL BE STAKED BY THE ENGINEER PRIOR TO CONSTRUCTION.
2. RIPRAP SHALL MEET THE REQUIREMENTS OF MNDOT SPECIFICATION 3601.
3. GEOTEXTILE FABRIC SHALL MEET THE REQUIREMENTS OF MN NRCS SPEC. 592.
4. RIPRAP QUANTITIES ARE ESTIMATED. MORE OR LESS TONNAGE MAY BE REQUIRED. COORDINATE WITH THE ENGINEER AS TO DELIVERY OF MATERIAL TO THE SITE.
5. LINES AND GRADES SHOWN MAY NEED TO BE ALTERED/WARPED IN SOME LOCATIONS TO CONFORM TO THE CHANNEL.

BILL OF MATERIALS

SIZE	UNIT	ITEM DESCRIPTION	UNIT	QTY. EACH	QTY. = 2 TOTAL
I	CLASS	FURNISH & INSTALL NON-WOVEN GEOTEXTILE FABRIC	SQ. YDS.	70	140
III	CLASS	FURNISH & INSTALL RIPRAP (25 C.Y.)	TONS	35	70

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: RYAN T. JONES

SIGNATURE: *Ryan T. Jones*

DATE: 7/31/14 LICENSE # 44622

SOUTH CENTRAL TECHNICAL SERVICE AREA
1160 S. VICTORY DRIVE
MANKATO, MINN.
(507) 345-1051

CRAIG & COLLEEN HANSON
RAVINE STABILIZATION

RIPRAP CHUTE DETAILS SHEET 11 of 11

Le Sueur County, MN

Tuesday, October 21, 2014

Board Meeting

Item 6

10:35 a.m. Jason Gibbs (10 minutes)

RE: County Road #104

Staff Contact:

Le Sueur County, MN

Tuesday, October 21, 2014

Board Meeting

Item 7

10:45 a.m. Cindy Shaughnessy (15 minutes)

RE: Ebola Update

Staff Contact:



Public Health
Prevent. Promote. Protect.

LE SUEUR COUNTY PUBLIC HEALTH

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

Le Sueur County Board of Commissioners Meeting
October 21, 2014

Public Health Update on Ebola

Agenda:

- 1) MDH Ebola Fact Sheet (handout)
- 2) MDH Ebola Outbreak: Frequently Asked Questions (handout)
- 3) The role of Local Public Health (LPH) in Isolation and Quarantine
- 4) MDH communication with partners
- 5) Issuing legal Quarantine orders
- 6) Enforcement of Quarantine orders

Ebola

What is Ebola disease?

Ebola disease is caused by the Ebola virus and is one of a number of hemorrhagic fever diseases. Ebola disease causes severe illness in which 50-90 percent of those infected die. Ebola disease was first discovered in 1976 in what is now the Democratic Republic of Congo near the Ebola River.

What are the symptoms of Ebola disease?

- Fever
- Headache
- Joint and muscle aches
- Weakness
- Diarrhea
- Vomiting
- Stomach pain
- Lack of appetite
- Abnormal bleeding

Some patients have a rash, red eyes, hiccups, cough, sore throat, chest pain, difficulty breathing or swallowing, or bleeding inside and outside the body.

Symptoms most commonly start 8-10 days after coming into contact with the Ebola virus but can occur as early as 2 days to up to 21 days after exposure.

How is Ebola disease spread?

Ebola is spread by direct contact with:

- Blood or other body fluids (such as: vomit, diarrhea, urine, breast milk, sweat, semen) of an infected person who currently has symptoms of Ebola or who has recently died from Ebola.
- Objects or surfaces contaminated by body fluids of a person infected with Ebola virus, for example clothing or bedding of an ill person.

A person infected with the Ebola virus cannot pass it to others before any symptoms appear.

Ebola virus is thought to be transmitted to people from wild animals and then spreads in humans from one person to another. The exact source of the virus in animals is unknown, but Ebola has been found in bats and primates. The virus is thought to be transmitted to humans through the infected animal's body fluids, such as eating an infected animal.

Who is at risk for Ebola disease?

The risk of catching Ebola in the general public is extremely low.

Health care providers or family members caring for Ebola patients are at highest risk because they may come into contact with blood or body fluids.

How do you treat Ebola disease?

- There is no medication that cures Ebola and no vaccine to prevent it.
- Treatment for Ebola disease is supportive, meaning providing fluids, maintaining blood pressure, replacing lost blood.
- Seeking health care as soon as symptoms appear increases the chances of surviving. It also prevents other people from getting infected because they will not come into contact with blood and body fluids of infected people.

How do you prevent Ebola disease?

- Avoid contact with blood and body fluids of those who are ill.
- Wash your hands often.
- Don't handle items that have come in contact with an infected person's blood or body fluids.
- Use protective clothing such as gloves, masks, gowns when caring for sick persons.
- Avoid contact with sick or dead wild animals.
- Do not eat wild animals or bush meat.
- Avoid areas with outbreaks.

What about travel?

Before you travel

- Talk with your doctor or a travel medicine clinic if you are planning a trip to areas where outbreaks are occurring.
- Check the CDC's Travelers' Health website for travel notices on specific diseases and countries, see <http://wwwnc.cdc.gov/travel/notices>.

After you travel

If anyone gets a fever, headache, joint and muscle aches within three weeks of returning from your trip.

- Call your doctor or clinic right away. They will let you know if you need to come in for a visit.
- Tell your doctor where you traveled, what activities you were involved in, and if you had contact with anyone who had Ebola.

Resources

Centers for Disease Control and Prevention

- Ebola, www.cdc.gov/vhf/ebola/
- Travelers' Health, wwwnc.cdc.gov/travel/
- Telephone: 800-CDC-INFO (800-232-4636)

World Health Organization

- Ebola and international travel, www.who.int/csr/disease/ebola/en/



Minnesota Department of Health
Infectious Disease Epidemiology, Prevention and Control Division
PO Box 64975, Saint Paul, MN 55164-0975
651-201-5414 or 1-877-676-5414
www.health.state.mn.us

Ebola Outbreak: Frequently Asked Questions

Updated October 14, 2014

Important things to know:

- There is an Ebola outbreak occurring in West Africa.
- No one has contracted Ebola disease in Minnesota.
- Ebola is not spread through food, water, or the air. It is only spread through direct contact with blood or body fluid of a person with symptoms of Ebola or who has died from Ebola.

What is Ebola?

- Ebola is caused by the Ebola virus. It affects many of the body's organ systems and often causes severe illness.
- Symptoms of Ebola most commonly start 8-10 days after coming into contact with Ebola virus but can occur as early as 2 days to up to 21 days after exposure. Symptoms include:
 - Fever
 - Headache
 - Joint and muscle aches
 - Weakness
 - Diarrhea
 - Vomiting
 - Stomach pain
 - Lack of appetite
 - Abnormal bleeding
- Ebola is a serious disease with a high fatality rate. Unfortunately, there are no available medications to cure Ebola, and there is no vaccine or medicine to prevent Ebola.

Is Ebola a new virus? How much do we know about it?

- Ebola is not a new virus.
- Ebola has been well studied since it was discovered in 1976. We know a lot about the virus and how it is spread.

How is Ebola spread?

- Ebola is spread by direct contact with blood or other body fluids (such as: vomit, diarrhea, urine, breast milk, sweat, semen) of an infected person who has symptoms of Ebola or who has recently died from Ebola.
- It can also be spread on objects or surfaces contaminated by body fluids of an infected person, for example clothing or bedding of an ill person that have not been cleaned.
- Ebola can only be spread from one person to another when someone has symptoms.
- Ebola is not spread through food, water, or the air.
- Ebola is not spread through casual contact.
- In some circumstances, Ebola may also be spread from sick or dead wild animals. It is not known for sure which wild animals carry Ebola, but it has been found in bats, monkeys, and apes.
 - In countries where Ebola is occurring, avoid contact with sick or dead wild animals. Do not eat wild animals or bush meat.
 - Currently, there are no reports of dogs or other pets becoming sick with Ebola or transmitting it to humans.
 - There is no evidence of mosquitoes or insects transmitting Ebola.



Infectious Disease Epidemiology, Prevention and Control Division
P.O. Box 64975
St. Paul, MN 55164-0975
651-201-5414
www.health.state.mn.us

Oct. 14, 2014 | Page 1 of 4

Ebola Outbreak: Frequently Asked Questions

Who can spread Ebola to others?

- For a person to spread Ebola to others, they must have:
 1. Been in an area within the last 21 days where Ebola disease is occurring, **AND**
 2. Been in contact with the blood or body fluids (such as: vomit, diarrhea, urine, breast milk, sweat, semen) of a person with Ebola or who has died from Ebola, **AND**
 3. Developed Ebola symptoms.

Who is at risk?

- The risk of catching Ebola in the general public is extremely low.
- Ebola is not spread by casual contact with someone who has traveled to countries in West Africa with Ebola outbreaks.
- Health care providers or family members caring for a person with Ebola are at highest risk because they may come in contact with blood or body fluids.

What has happened in West Africa?

- This is not the first outbreak of Ebola, but the current outbreak in West Africa is the largest in history.
- The outbreak has hit major cities with large populations in West Africa.
- This region does not have all of the necessary resources or infrastructure to identify ill people, provide treatment, and prevent the spread of disease.
- There is an enormous, international effort to contain the outbreak. Agencies, such as CDC, WHO, and others, are sending people and resources to West Africa to help with identifying ill people, setting up laboratories and health care facilities, doing exit screening at airports, educating the public about Ebola, and advising health care personnel on infection control.

What has happened in Texas?

- The first Ebola case to be diagnosed in the U.S. was confirmed on Sept. 30, 2014, by the CDC and Texas Health Department. The patient died on Oct. 8, 2014.
- Since the case was confirmed, health officials have been monitoring anyone the patient had been in contact with while showing symptoms of Ebola to make sure they do not develop symptoms.
- A second case of Ebola was confirmed on Oct. 12 in a health care worker in Texas. The health care worker cared for the original Ebola patient.

What is being done to prevent Ebola in Minnesota?

- Since the start of the outbreak, the Minnesota Department of Health (MDH) has been preparing for a case of Ebola by:
 - Enhancing surveillance and laboratory testing capacity to detect cases.
 - Providing recommendations for hospitals and other health care facilities on infection control and other measures to prevent disease spread.
 - Sending out up-to-date information to the public, international travelers, and public health partners. This includes ongoing outreach efforts and public meetings with members of the Twin Cities' West African communities.
- The Centers for Disease Control and Prevention (CDC) and World Health Organization (WHO) monitor international infectious diseases and have staff working in countries with Ebola to help control the spread of disease. MDH works closely with these organizations.
- CDC has worked with airlines to identify individuals who might become ill while traveling.

What would we do if there was a case of Ebola in Minnesota?

- MDH, local public health, hospitals and clinics have systems in place to identify suspected cases of Ebola.
 - In fact, Minnesota has experience with this type of rare disease. In April 2014, an international traveler infected with Lassa fever, another type of viral hemorrhagic fever, arrived in the Twin Cities and was quickly identified, isolated, and treated. There was no additional disease spread from this case.
- A person suspected to have Ebola would be isolated and cared for at a hospital.
- MDH would identify all people who may have had contact with the patient, determine who may be at risk, and monitor at risk contacts for 21 days for any signs of symptoms of Ebola.
- Hospitals in Minnesota and across the U.S. are well equipped to care for a person with Ebola by following normal infection control procedures.

How are hospitals properly equipped to deal with Ebola?

- Hospital staff routinely follows procedures to prevent infections such as wearing gloves, gowns, masks, and other protective gear when caring for patients so that they don't come in contact with blood or other body fluids. These same procedures would be very carefully followed if they were caring for a patient with Ebola in the United States.

Is it safe to travel overseas?

- CDC has recommended that people not travel to Liberia, Sierra Leone, and Guinea where Ebola outbreaks are occurring unless it's essential, such as providing humanitarian aid work in response to this Ebola outbreak.
- CDC currently recommends that travelers to Nigeria take additional steps to protect themselves.
- CDC has procedures in place to try to prevent ill passengers from getting on a plane in West Africa. CDC also has protocols if an ill passenger were to travel to the United States.
- If you are planning to travel outside the United States:
 - Discuss your travel plans with your health care provider before you go.
 - Check the CDC Traveler's Health website for updates on travel notices for specific diseases and countries: <http://wwwnc.cdc.gov/travel/notices>.
- After you return from a trip outside the United States:
 - Call your doctor or clinic right away if anyone gets a fever, headache, joint and muscle aches within three weeks of returning home.
 - Tell your doctor where you traveled, what you did, and if you had contact with anyone who had Ebola.

Should I avoid contact with a relative/co-worker/classmate/neighbor or anyone else that recently traveled to West Africa?

- No. You do not need to avoid contact with someone who has recently traveled to a country where an Ebola outbreak is occurring.
- Ebola is spread through direct contact with blood or body fluids. It is only spread when a person is showing symptoms. Although there are no Ebola cases in Minnesota, it's always a good idea to avoid contact with another person's blood. People who work in health care settings or other occupations that may come into contact with blood or other body fluids should be properly trained.
- If a person who recently traveled to West Africa has symptoms of Ebola (including fever) they should contact their health care provider and tell them about their travel history. Their health care provider will evaluate their risk for Ebola as well as other more common infections of West Africa such as malaria and typhoid.

Ebola Outbreak: Frequently Asked Questions

Should I avoid public transportation?

- No. There is no reason to avoid public transportation or other public places.
- The risk of catching Ebola in the general public is extremely low.
- No one has contracted Ebola disease in Minnesota.

How long does Ebola last outside the body?

- Ebola can survive from 1-2 days outside the body depending on things like temperature, humidity, pH, etc.

If a person survives Ebola infection, are they immune to it?

- Yes, if a person has antibodies from a past Ebola infection, they would be protected from getting the same strain of Ebola virus again.

Does Ebola virus stay in the body after a patient has recovered?

- In general, Ebola does not stay in the body after a patient has fully recovered.
- Ebola has been found in semen and breast milk for longer periods of time. Persons who are recovering need to take some additional steps so that others are not exposed to these fluids.

How do you treat Ebola disease?

- There is no medication to cure Ebola and no vaccine to prevent it. Vaccines are in development, but none have been approved yet.
- Treatment for Ebola is supportive, meaning providing fluids, maintaining blood pressure, replacing lost blood.
- Seeking health care as soon as symptoms appear increases the chances of surviving. It also prevents other people from getting infected because they will not come into contact with blood and body fluids of infected people.

Is there concern that the virus will mutate and become airborne?

- The virus is constantly mutating, but the mutation rate is extremely slow. It's very unlikely, based on the type of virus, that Ebola would become airborne.

What can we expect in the near future?

- It will take time for the Ebola outbreaks to be controlled in West Africa.
- Health care providers continue to follow standard practices so they do not come in contact with blood or body fluids of sick patients. They are also asking sick patients about recent travel to make sure they can rule out Ebola.
- MDH will continue to monitor the outbreaks, work with partners such as CDC, and provide updates to the public and health care providers as needed.

Where can I get more information?

- Information about Ebola disease
 - MDH website: www.health.state.mn.us/divs/idepc/diseases/vhf/
 - CDC website: www.cdc.gov/vhf/ebola.
- Travel notices and recommendations
 - CDC website: <http://wwwnc.cdc.gov/travel/>
 - WHO website: www.who.int/csr/disease/ebola/en/

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 1st day of January 2015 the term of this Lease ending the 31st 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 30th, 2015

\$9,900.00 on or before April 30th, 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

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.

Page 7 of 8

By: _____
Stephen Mihalik
Mayor

[illegible]

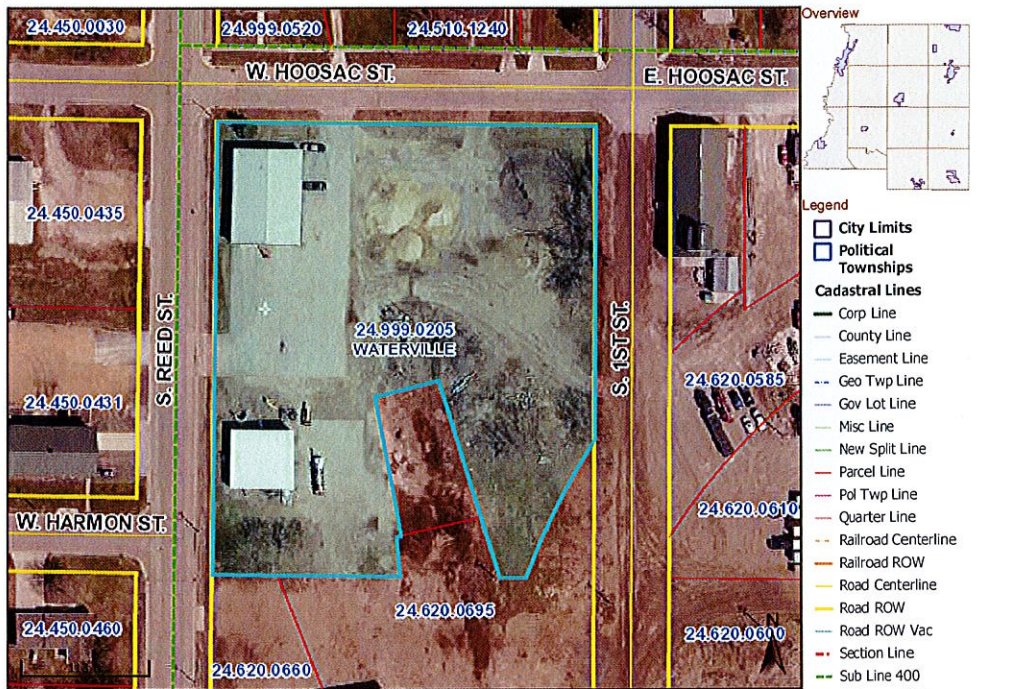
Notary Public

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)

Last Data Upload: 9/26/2014 4:15:58 AM

Photo from April 2013

 developed by
 The Schneider Corporation

Last Data Upload: 9/26/2014 4:15:58 AM

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.

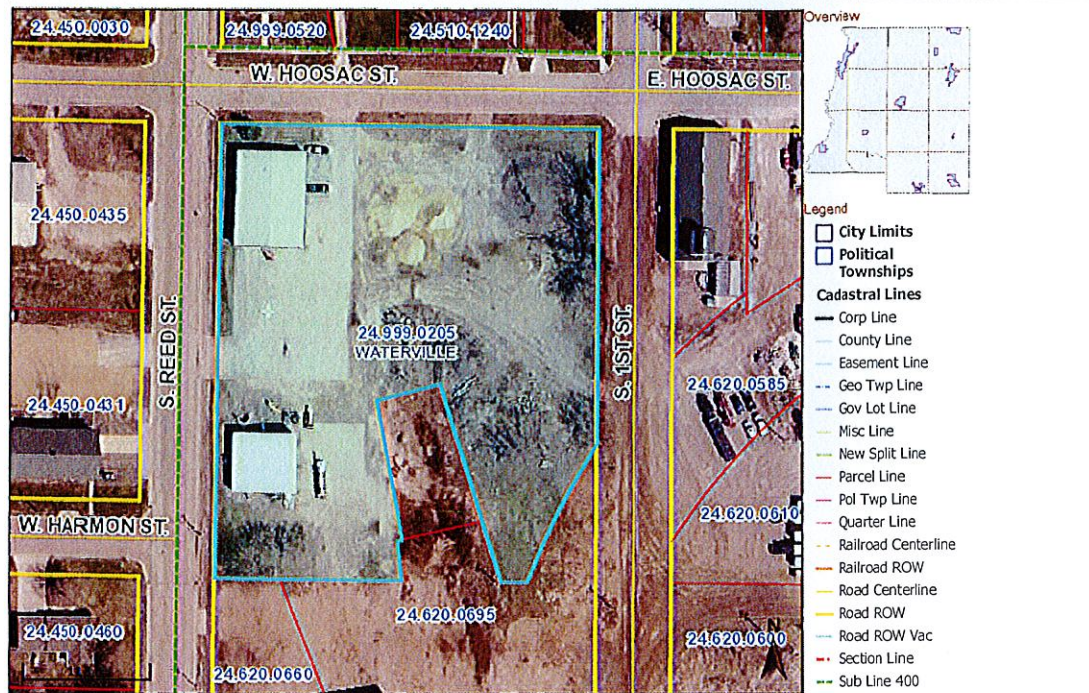
Notary Public

Print Setup

Le Sueur County, MN



Date Created: 9/30/2014



Parcel ID	24.999.0205	Alternate ID	n/a	Owner Address	LE SUEUR COUNTY
Sec/Twp/Rng	n/a	Class	955 - COUNTY PUBLIC SERVICE-OTHER	88 PARK AVE S	
Property Address	411 REED ST S	Acreage	2.66	LE CENTER, MN	56057
	WATERVILLE				
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)				

Last Data Upload: 9/26/2014 4:15:58 AM

Photo from April 2013

 developed by
The Schneider Corporation

Last Data Upload: 9/26/2014 4:15:58 AM

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
367th Ave (Kasota Twp) and 570th 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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A PROJECT DESCRIPTION

Le Sueur County, in cooperation with Unimin Mine, is proposing improvements to a portion of 367th Avenue in Kasota Township (Le Sueur County) and 570th 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.

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.

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:

Services		Estimated Fee
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
TOTAL FEE		\$ 30,500.00

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.

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

E TIME AND MATERIALS RATES

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.

F GENERAL CONDITIONS

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.

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



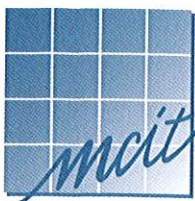
Thomas J. Wilson, P.E.

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 Rohlifing

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

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"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 Rohlfing

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

Fax: 651.209.6496