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# Le Sueur County, MN

Tuesday, January 20, 2015

Board Meeting

## Item 7

**10:35 a.m. Darrell Pettis, County Administrator**

*RE: Approve Trunk Highway 22 Detour Agreement*

*RE: Montgomery TAP Resolutions*

*RE: Approve Purchase of One Ton Pickup*

*RE: Notice of Public Hearing - Aurora Solar Energy*

*RE: Planning and Zoning Training Opportunity*

*RE: Sheriff/Dispatch Estimate*

*RE: A'viands Agreement*

Staff Contact:



District 7

2151 Bassett Drive  
Mankato, MN 56001-6888

Office Tel:(507) 304-6100  
Fax:(507) 304-6119

January 6, 2015

To: Darrell Pettis,P.E.  
Le Sueur County Engineer  
88 South Park Ave  
Box 205  
Le Center MN, 56057

Subject: Proposed Detour Agreement No. 07464  
Le Sueur County  
S.P. 4012-36 (T.H. 22=005)  
State cost compensation for road life  
consumed by the T.H. 22 detour.

Dear Mr. McDonald:

Transmitted herewith in duplicate is a proposed agreement with Le Sueur County. This agreement provides for payment by the State to the County for road life consumed on County State Aid Highway No. 21 (Shanaska Creek Road and Golf Course Road), which will be used as a Temporary Trunk Highway detour.

Kindly present this agreement to the Board of County Commissioners for their approval and execution that includes original signatures of the County Board authorized officers on all copies of the agreement. Also required are two original copies of a resolution passed by the County Board authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed. A third copy of the agreement is provided for your use until you receive a "fully executed" copy.

It is requested that the executed agreement and resolutions (two originals of each) be returned to me. A copy will be returned to the County when fully executed.

Sincerely,

Craig Felber  
District 7 Agreement Coordinator

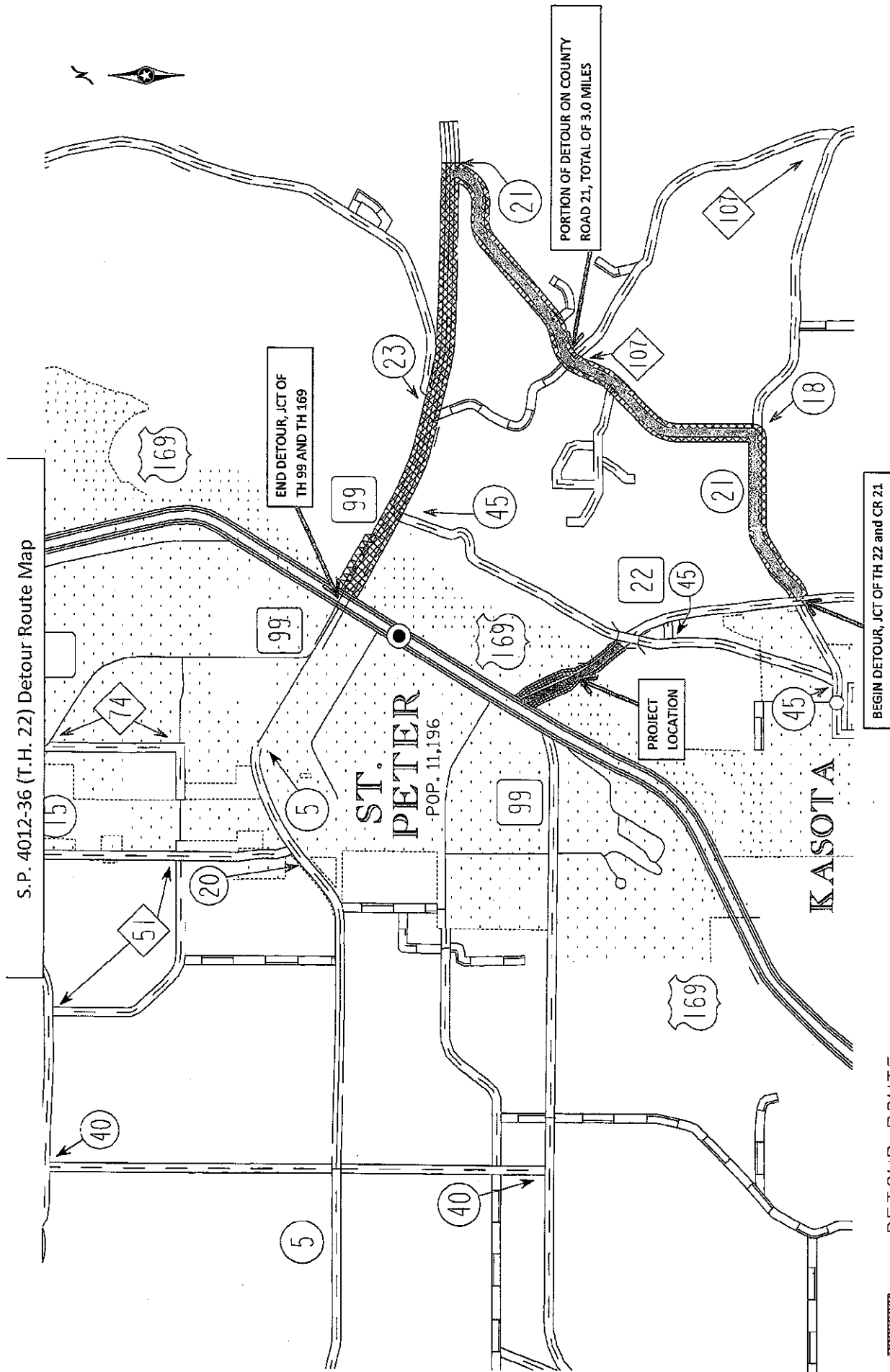
Enc. Proposed Agreement (2)  
Suggested Resolution (2)


cc: Maryanne Kelly-Sonnek – M.S. 682  
File

An Equal Opportunity Employer



S.P. 4012-36 (T.H. 22) Detour Route Map



-  = DETOUR ROUTE
-  = PROJECT LOCATION

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
LE SUEUR COUNTY  
DETOUR AGREEMENT**

**For Trunk Highway No. 22 Detour**

<b>State Project Number (S.P.):</b>	<u>4012-36</u>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number (T.H.):</b>	<u>22 (22=005)</u>	<u>\$15,328.44</u>

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Le Sueur County acting through its Board of Commissioners ("County").

**Recitals**

1. The State is about to construct Bridge No. 40005 upon, along and adjacent to Trunk Highway No. 22 between Minnesota River Bridge No. 40002 and Trunk Highway No. 169 under State Project No. 4012-36 (T.H. 22=005); and
2. The State requires a detour to carry Trunk Highway No. 22 traffic onto County State Aid Highway (C.S.A.H.) No. 21 (Shanaska Creek Road and Golf Course Road) during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement**

- 1.1 **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration date.** This Agreement will expire when the State removes all detour signs, returns the temporary trunk highway detour to the County, and pays for the detour compensation.

**2. Agreement between the Parties**

**2.1 Detour**

- A. **Location(s).** The State will establish the T.H. 22 detour route on the following County road(s) as detailed in the project plans or Special Provisions:  
C.S.A.H. 21 for a total distance of 3.0 miles.
- B. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route.
- C. **Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- D. **Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in

length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.

E. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2 **Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT’s Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the County road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.

B. The County may, at its option, perform an “Equivalent Overlay Method” analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method.”

**3. Payment**

3.1 **For Road Life Consumed.** \$15,328.44 is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length</u>	<u>Duration (Days)</u>	<u>Cost</u>
0.00513	8300	3.0	120	\$15,328.44
Total Road Life Consumed				<u>\$15,328.44</u>

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

3.2 **Maximum Obligation.** \$30,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.3 **Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

- A. Execution of this Agreement and the County’s receipt of the executed Agreement.
- B. State’s encumbrance of the State's total payment amount.
- C. State’s removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State’s receipt of a written request from the County, signed by the State District Engineer's authorized representative, for payment.

**4. Release of Road Restoration Obligations**

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 22 detour to as good condition as they were before designation as temporary trunk highways.

## 5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

### 5.1 The State's Authorized Representative will be:

Name/Title: Craig Felber, District 7 Agreement Coordinator (or successor)  
 Address: 2151 Bassett Drive Mankato, MN. 56001  
 Telephone: 507-304-6145  
 Fax: 507-304-6119  
 E-Mail: [craig.felber@state.mn.us](mailto:craig.felber@state.mn.us)

### The City/County's Authorized Representative will be:

Name/Title: Darrell Pettis, P.E. Le Sueur County Engineer (or successor)  
 Address: 88 South Park Ave Box 205, Le Center, MN. 56057  
 Telephone: 507-357-8204  
 E-Mail: [dpettis@co.le-sueur.mn.us](mailto:dpettis@co.le-sueur.mn.us)

## 6. Assignment; Amendments; Waiver; Contract Complete

- 6.1 Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3 Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4 Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City/County.

## 8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## 9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

**10. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11. Termination; Suspension**

**11.1 *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**11.2 *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**11.3 *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**12. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and § 16C.05.

Signed: \_\_\_\_\_

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

SWIFT Purchase Order: \_\_\_\_\_

**LE SUEUR COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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


By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

Approved:

By:  \_\_\_\_\_  
(District Engineer)

Date: 1-6-15 \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**



**LE SUEUR COUNTY  
RESOLUTION**


IT IS RESOLVED that Le Sueur County enter into MnDOT Agreement No. 07464 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Highway No. 21 (Shanaska Creek Road and Golf Course Road) as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 22 under State Project No. 4012-36 (T.H. 22=005).

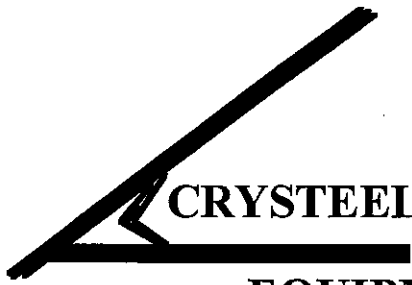
IT IS FURTHER RESOLVED that the \_\_\_\_\_ and the \_\_\_\_\_  
(Title) are authorized to execute the Agreement and any amendments to the Agreement.  
(Title)

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Le Sueur County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2015
Notary Public _____
My Commission Expires _____


_____
(Signature)
_____
(Type or Print Name)
_____
(Title)



**CRYSTEEL TRUCK  
EQUIPMENT**

507-726-6041  
800-722-0588  
507-726-2984 FAX

52248 EMBER ROAD  
P.O. BOX 733  
LAKE CRYSTAL, MN. 56055-0733

December 31, 2014

State Bid Contract SB-ST765

Harry Baker  
LeSueur Co Hwy Dept  
88 South Park Ave  
LeCenter, MN 56057

Phone 507-357-8207 Fax 507-357-4520  
E-mail: hbaker@co.le-sueur.mn.us

Dear Harry

We are pleased to quote the following equipment for your consideration. The equipment will be installed on a dual rear wheel 1 ton chassis with 60" cab to axle.

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA

CONTRACT NO: 84877

RELEASE NO: T-765(5)

CONTRACT PERIOD: October 10, 2014 through September 30, 2015

EXTENSION OPTION: Up to 48 months

1-UNIT

STATE COOPERATIVE PRICING

ITEM#	DESCRIPTION	PRICING
5.0	<u>Dump Body</u>	
	Make	
	Crysteel E-Series Mild Steel LC00043357	
	Ford and Chevy Application 40" front, 60" cab to Axle	
	9' long x 96" wide OD x 87" wide ID	
	Side height	14"
	Tailgate height	20"
	Quick drop tailgate, Fold down sides	
	Fold Down Side Stops, Boxed Top Rails	
	Dirt shedding top rail and corner post	
	1/4 cab shield w/ tapered window, 7 gauge A1011 Floor	
	12 gauge sides and 10 gauge front	
	Painted one fleet color (no base coat/clear coat)	
	Under coated included	

Warranty	<u>1 year</u>
Date & I.D. of price page	<u>N/A</u>
Discount, if any, applied to price list	<u>N/A</u>
Installation of Storage box and/or	<u>\$ 131.95</u>

**TOTAL INSTALLED PRICE LESS TAX FOB LAKE CRYSTAL \$11,136.96**





*Daniel P. Wolf*

Daniel P. Wolf, Executive Secretary

STATE OF MINNESOTA PUBLIC UTILITIES COMMISSION

**NOTICE OF PUBLIC HEARING**

Issued: January 6, 2015

In the Matter of the Site Permit Application for the 100 MW Aurora Distributed Solar Project at Multiple Facilities in Minnesota

Public Utilities Commission (PUC) Docket Number: E-6928/GS-14-515  
Office of Administrative Hearings (OAH) Docket Number: 11-2500-31886

DATE	TIME	LOCATION
Monday, February 9, 2015	11:00 AM	Chisago City Community Center 10825 Lake Boulevard Chisago City MN 55013
Tuesday, February 10, 2015	11:00 AM	Pipestone Performing Arts Center -- Lobby 104 East Main Street Pipestone MN 56164
Tuesday, February 10, 2015	6:00 PM	Montevideo Community Center 550 South 1 <sup>st</sup> Street Montevideo MN 56265
Wednesday, February 11, 2015	11:00 AM	Buckham Public Library 11 Division Street East Faribault MN 55021
Thursday, February 12, 2015	11:00 AM	Montrose Community Center 200 Center Avenue South Montrose MN 55363
Thursday, February 12, 2015	6:00 PM	Paynesville High School Room 115, North Side -- Door #1 795 Old Highway 23 Paynesville MN 56362

**Bad weather?** Find out if a meeting is canceled. Call (toll-free) 1-855-731-6208 or 651-201-2213 or visit [mn.gov/puc](http://mn.gov/puc)

**Project Description**

Aurora Distributed Solar, LLC (Aurora) proposes to build an up to 100 megawatt (MW) distributed solar project at up to 24 locations in Benton, Blue Earth, Carver, Chippewa, Chisago, Dodge, Goodhue, Kandiyohi, Le Sueur, McLeod, Pipestone, Rice, Stearns, Waseca, Washington, and Wright counties.

PHONE 651-296-7124 • TOLL FREE 800-657-3782 • FAX 651-297-7073  
121 7<sup>TH</sup> PLACE EAST • SUITE 350 • SAINT PAUL, MINNESOTA 55101-2147  
[MN.GOV/PUC](http://MN.GOV/PUC)

## Public Hearing Information

- Public hearings start on time.
- Arrive a few minutes early so you have time to sign in, pick up materials, and find a seat.
- Administrative Law Judge Barbara L. Neilson will preside over the public hearings.
- Public Utilities Commission, Department of Commerce (DOC), and Aurora Distributed Solar, LLC (Aurora) staff will be available to answer questions about the permitting process and the project.
- Citizens will be able to add oral comments, written comments, or both into the record.
- Learn more about participating at a public hearing at [mn.gov/puc/aboutus/index.html](http://mn.gov/puc/aboutus/index.html)

## Submit Comments

### Topics for Public Comment

- What are the costs and benefits of the proposed solar project?
- What are the environmental and human impacts, and how can these impacts be addressed?
- Are there other project-related issues or concerns?

**Comment Period** January 6, 2015 through February 24, 2015 at 4:30 PM

*Comments must be received by 4:30 PM on the close date*

*Comments received after comment period closes may not be accepted*

**Online** Visit [mn.gov/puc](http://mn.gov/puc), select *Comment on an Issue*, find this docket (14-515), and add your comments to the discussion.

**U.S. Mail** Persons without Internet access may send comments by U.S. Mail to the Minnesota Public Utilities Commission, 121 7<sup>th</sup> Place East, Suite 350, St. Paul MN 55101.

Please include the Commission's docket number in all communications.

**Important** Comments will be made available to the public via the Public Utilities Commission's website, except in limited circumstances consistent with the Minnesota Government Data Practices Act. The Commission does not edit or delete personal identifying information from submissions.

## Process Information

Before the project can be built, the Public Utilities Commission (Commission) must approve a site permit. Aurora's site permit application was accepted in August 2014. This means the company submitted all the information required to begin the review process. The Commission's decision-making process takes about nine months.

PHONE 651-296-7124 • TOLL FREE 800-657-3782 • FAX 651-297-7073  
121 7<sup>th</sup> PLACE EAST • SUITE 350 • SAINT PAUL, MINNESOTA 55101-2147  
[MN.GOV/PUC](http://MN.GOV/PUC)

PUC Docket Number E-6928/GS-14-515  
 OAH Docket Number 11-2500-31886

The Department of Commerce is preparing an environmental assessment for this project. The environmental assessment will review the potential human and environmental impacts of the proposed project and alternatives, as well as ways to address impacts. The environmental assessment will be issued in January 2015.

Judge Neilson will use the information in the record, including written comments and comments received at the public hearings, to write a report for the Commission. The report will include findings, conclusions, and recommendations about this project. After receiving the Judge's report, the Commission will schedule a meeting to make a final decision on the site permit for this project, expected by June 2015.

**Eminent Domain:** If the Commission issues a site permit, Aurora will not have the power of eminent domain to take land for this project.

### How to Learn More

**Department of Commerce Project Website:**

<http://mn.gov/commerce/energyfacilities/Docket.html?Id=33924>

**Project Mailing List:** Sign up to receive notices about project milestones and opportunities to participate (meetings, comment periods, etc.). Contact [docketing.puc@state.mn.us](mailto:docketing.puc@state.mn.us) or 651-201-2234 with the docket number (14-515), your name, mailing address and email address.

**Subscribe to the Docket:** Subscribe to receive email notifications when new documents are filed.  
 Note - subscribing may result in a large number of emails.

1. [mn.gov/puc](http://mn.gov/puc)
2. Select green box *Subscribe to a Docket*
3. Type your e-mail address
4. For *Type of Subscription*, select *Docket Number*
5. For *Docket Number*, select 14 in the first box, type 515 in the second box
6. Select *Add to List*
7. Select *Save*

**Full Case Record:** All documents filed in this docket are available at [mn.gov/puc](http://mn.gov/puc), select *Search eDockets*, enter the year (14) and the docket number (515), select *Search*.

**Public Libraries:** The site permit application and the environmental assessment will be available in late January 2015 at the following public libraries:

- Atwater Public Library, 322 Atlantic Avenue, Atwater
- Blue Earth County Library, 100 East Main Street, Mankato
- Buckham Memorial Library, 11 Division Street East, Faribault
- Chippewa County Public Library, 224 South 1<sup>st</sup> Street, Montevideo
- Chisago Lakes Area Library, 11754 302<sup>nd</sup> Street, Chisago City
- Dodge Center Public Library, 13 1<sup>st</sup> Avenue Northwest, Dodge Center

PHONE 651-296-7124 • TOLL FREE 800-657-3782 • FAX 651-297-7073  
 121 7<sup>th</sup> PLACE EAST • SUITE 350 • SAINT PAUL, MINNESOTA 55101-2147  
[MN.GOV/PUC](http://MN.GOV/PUC)

- Great River Regional Library, 400 Railroad Avenue, Albany
- Great River Regional Library, 30 Cedar Street East, Annandale
- Great River Regional Library, 324 Washburn Avenue, Belgrade
- Great River Regional Library, 18 Northwest Lake Boulevard, Buffalo
- Great River Regional Library, 160 Railroad Avenue East, Delano
- Great River Regional Library, 251 North 4<sup>th</sup> Avenue, Foley
- Great River Regional Library, 119 Washburne Avenue, Paynesville
- Le Sueur Public Library, 118 East Ferry Street, Le Sueur
- Meinders Community Library, 1401 7<sup>th</sup> Street Southwest, Pipestone
- North Branch Area Library, 6355 379<sup>th</sup> Street, North Branch
- Norwood Young America Library, 314 Elm Street West, Norwood Young America
- Pleasant Hill Library, 1490 South Frontage Road, Hastings
- Taylors Falls Library, 473 Bench Street, Taylors Falls
- Van Horn Public Library, 115 3<sup>rd</sup> Street Southeast, Pine Island
- Waseca Public Library, 408 North State Street, Waseca
- Winsted Public Library, 180 Main Avenue West, Winsted
- Wyoming Area Giese Memorial Library, 26855 Forest Boulevard, Wyoming
- Zumbrota Public Library, 100 West Avenue, Zumbrota

**Minnesota Statutes and Rules:** This project is being reviewed under Minnesota Statute 216E and Minnesota Rules Chapter 7850, available at [www.revisor.mn.gov](http://www.revisor.mn.gov).

## Project Contacts

### Public Utilities Commission Public Advisor

Tracy Smetana at [consumer.puc@state.mn.us](mailto:consumer.puc@state.mn.us), 651-296-0406 or 1-800-657-3782

### Public Utilities Commission Energy Facilities Planner

Cezar Panait at [cezar.panait@state.mn.us](mailto:cezar.panait@state.mn.us) or 651-201-2207

### Department of Commerce Environmental Review Manager

Suzanne Steinhauer at [Suzanne.steinhauer@state.mn.us](mailto:Suzanne.steinhauer@state.mn.us), 651-539-1843 or 1-800-657-3794

### Aurora Project Contact

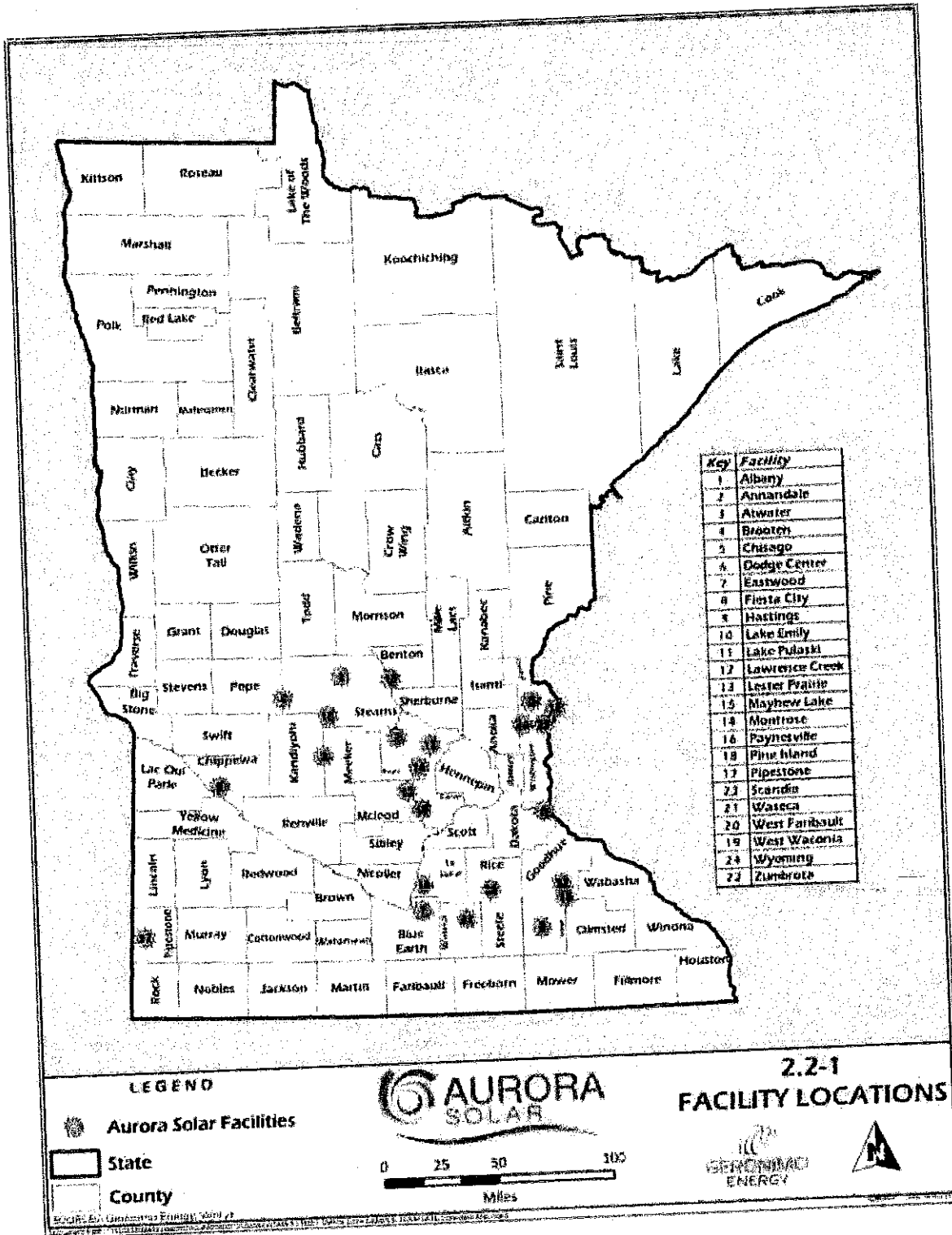
Nathan Franzen at [Nathan@geronimoenergy.com](mailto:Nathan@geronimoenergy.com) or 952-988-9000

If any reasonable accommodation is needed to enable you to fully participate in these meetings (e.g., sign language or large print materials), please contact the Office of Administrative Hearings at 651-361-7000 (voice) or 651-361-7878 (TTY) at least one week in advance of the meeting.

This document can be made available in alternative formats (e.g., large print or audio) by calling 651-296-0406 (voice). Persons with hearing or speech disabilities may call us through their preferred Telecommunications Relay Service.



Figure 2.2-1 Aurora Solar Project Facility Locations







## MACPZA District E & F Training Workshop

**When:** Friday February 13<sup>th</sup>

**Where:** Minnesota State University Mankato Student Union Auditorium Room 245.

**Featured Speakers:** Jay Squires and Scott Anderson from the Law Firm of Rupp, Anderson, Squires & Waldspurger. The contents of this workshop will be directed towards Boards of Adjustment, Planning Commissions and County Boards.

**Who Should Attend:** Board of Adjustment Members, Planning Commission Members County Board Members and County Staff. Some of the information may be a refresher for veteran BOA, PC and County Board members. But we have also asked them to provide more advanced training for the veteran members. There will be information for all members, regardless of their years of experience.

**Registration:** In order to prepare handouts, lunch, refreshments and accommodations, preregistration is required by **Noon: on February 9<sup>th</sup>**. Please email your registration lists from each of your respective counties to:

[george.leary@blueearthcountymn.gov](mailto:george.leary@blueearthcountymn.gov)

**Registration Fee: \$25 per person.** Please make checks payable to Blue Earth County. Parking, facilities and food are being provided by Minnesota State University Mankato.

**Directions:** go to <http://www.mnsu.edu/maps/university/> You will be able to zoom in or out to get the best travel route from your location. The workshop will take place in Room 245 located in the MSU Student Union (620 South Road, Mankato, MN 56001). Please use the parking area located immediately south of the Student Union (Pay Lot 4). Parking passes will be provided at check-in.

**Agenda:**

9:00 to 9:30 Check In – Rolls, coffee & juice will be available

9:30 Welcome and Opening Comments

9:35 – 12:00 Squires & Anderson Workshop

12:00 – 1:00 Lunch provided by Minnesota State University Mankato

1:00 – 2:30 Continuation of Squires & Anderson Workshop

**JOHN AND JEAN'S WOODCRAFTS**

**Estimate**

John and Jean Stocker  
 348 South Park Avenue  
 LeCenter, MN 56057  
 507-357-6779

**DATE:** 1/9/2015

**TO:**  
 Name LE SUEUR COUNTY JAIL  
 Address  
 City, State, Zip.  
 Phone Number

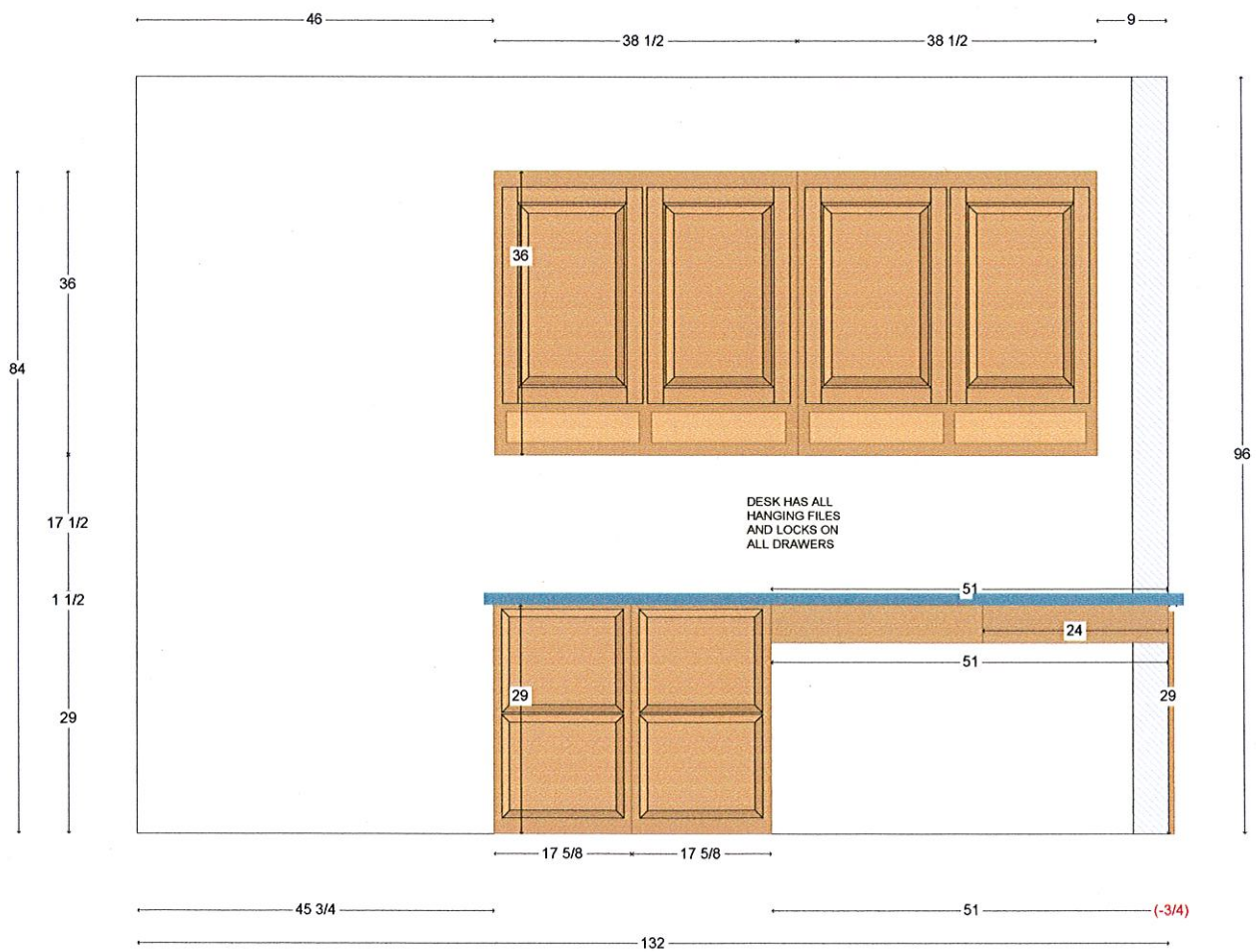
**Job Description:** OFFICE CABINETS AND DESK

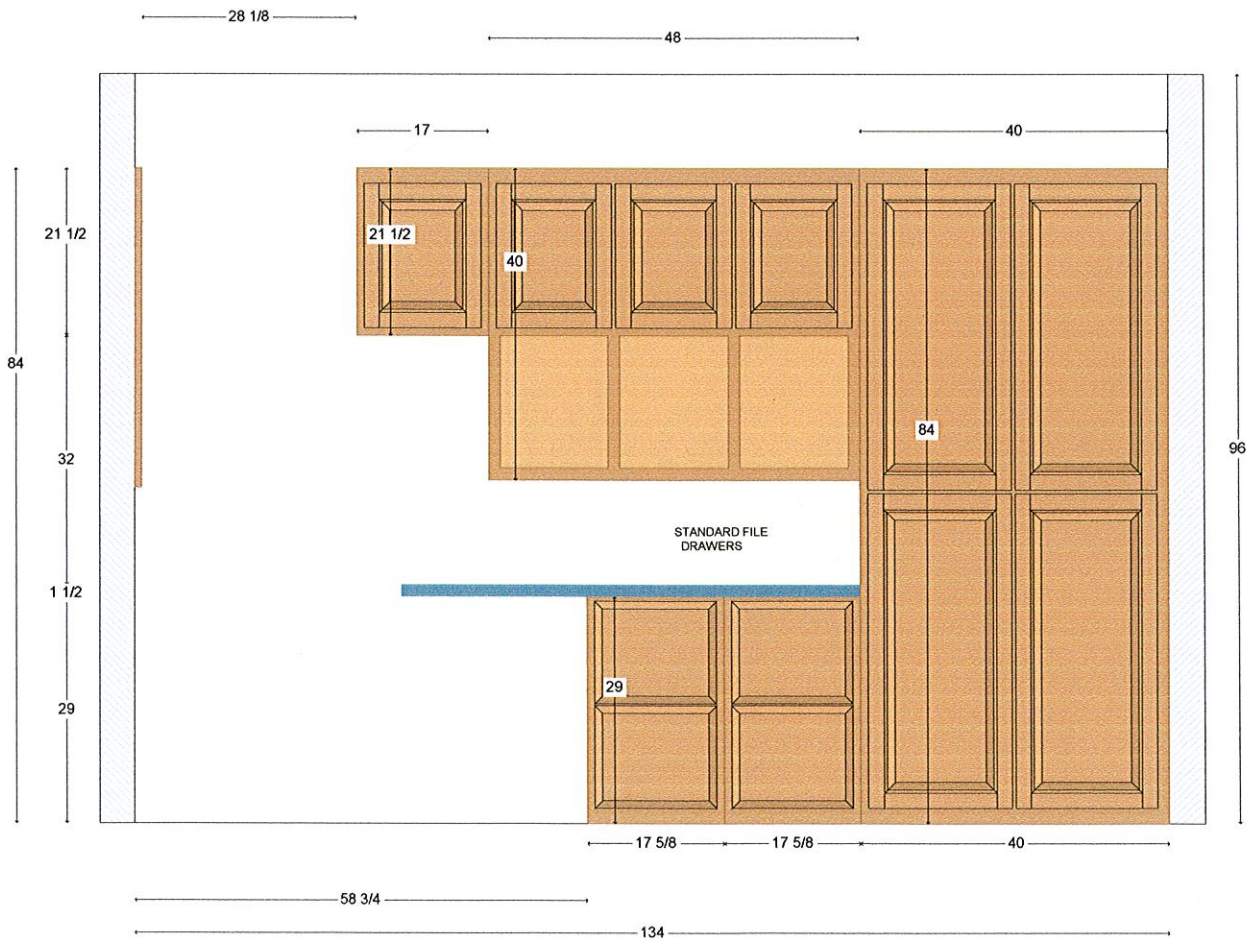
QUANTITY	DESCRIPTION	PRICE	TOTAL
	desk		\$2,100.00
	desk upper's		\$850.00
	wall unit (desk top, file cabinets, tall cabinets, wall cabinet mail cabinets)		\$3,500.00

**THANK YOU  
 JOHN AND JEAN**

SUB \$6,450.00  
 TAX ~~\$443.44~~  
**TOTAL \$6,893.44**

**Final billing is determined by time and materials**  
 50% down of the estimate at beginning of job  
 Balance of bill due at completion of job.



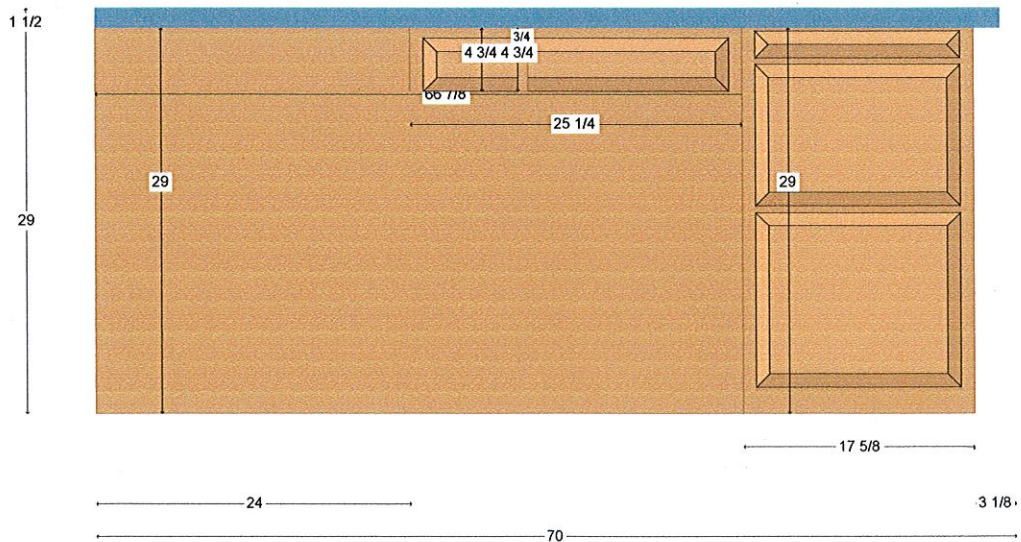
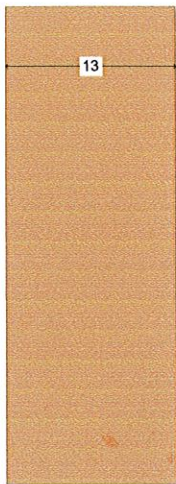


JOHN AND JEAN'S WOODCRAFTS  
348 S PARK AVE  
LE CENTER MN. 56057  
507-357-6779  
FAX-507-357-6186

1/9/2015  
Room 1 - Wall 5

Not To Scale

57



**AMENDMENT NUMBER ELEVEN  
TO FOOD SERVICE MANAGEMENT AGREEMENT BETWEEN  
THE LE SUEUR COUNTY JAIL AND A'VIANDS, LLC**

This Amendment Number Eleven is made by and between the **LeSueur County Jail**, whose address is 88 South Park Avenue, Le Center, Minnesota 56057 (hereinafter referred to as "Client"), and **A'viands, LLC**, whose address is 1751 County Road B West, Suite 300, Roseville, Minnesota 55113 (hereinafter referred to as "A'viands").

**WHEREAS**, A'viands and Client have entered into a Food Service Management Agreement (hereinafter referred to as "Agreement"), effective January 1, 2004, as amended; and

**WHEREAS**, the parties now desire to amend said Agreement upon the terms and conditions stated herein.

**NOW, THEREFORE**, the parties, intending to be legally bound hereby, mutually agree as follows:

**1. Terms of the Agreement**

- b. A'viands shall charge the Client a flat rate of \$198.76 per day plus a meal charge of \$1.08 for each inmate meal ordered. All meals, including bag lunches for work release, shall be included in this total.

This Amendment Number Eleven shall be effective as of January 1, 2015. All other terms and conditions of the original Agreement, as modified from time to time, shall remain in full force and effect unless otherwise amended as provided in the Agreement.

**COUNTY OF LE SUEUR, MN**

**A'VIANDS, LLC**

By: \_\_\_\_\_

By: *Mitch Speicher*

Name: \_\_\_\_\_

Name: Mitch Speicher

Title: Sheriff

Title: CFO

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

Date: 1/6/15

**AMENDMENT NUMBER ELEVEN  
TO COMMISSARY AGREEMENT BETWEEN  
THE LE SUEUR COUNTY JAIL AND A'VIANDS, LLC**

This Amendment Number Eleven is made by and between the **LeSueur County Jail**, whose address is 88 South Park Avenue, Le Center, Minnesota 56057 (hereinafter referred to as "Client"), and **A'viands, LLC**, whose address is 1751 County Road B West, Suite 300, Roseville, Minnesota 55113 (hereinafter referred to "A'viands").

**WHEREAS**, A'viands and Client have entered into a Commissary Agreement (hereinafter referred to as "Agreement"), effective December 15, 2004, as amended; and

**WHEREAS**, said Agreement provides for annual renewals upon mutual agreement; and

**WHEREAS**, both parties are mutually agreeable to renew said Agreement for an additional one year period.

**NOW, THEREFORE**, said Agreement shall be extended for the period from January 1, 2015 through December 31, 2015.

This Amendment Number Eleven shall be effective as of January 1, 2015. All other terms and conditions of the original Agreement, as modified from time to time, shall remain in full force and effect unless otherwise amended as provided in the Agreement.

**COUNTY OF LE SUEUR, MN**

**A'VIANDS, LLC**

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Mitch Speicher

Title: Sheriff

Title: CFO

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

Date: 1/20/15