

**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
COMMISSION CHAMBERS  
February 3, 2015**

1.       **9:00 a.m. Agenda and Consent Agenda**  
RE: January 27, 2015 Minutes and Summary Minutes
  
2.       **9:05 a.m. Claims (10 min)**
  
3.       **9:15 a.m. Human Resources (10 minutes)**
  
4.       **9:25 a.m. Jim Goltart (5 min)**  
RE: Out of state travel
  
5.       **9:30 a.m. Jim McMillen (5 min)**  
RE: Carpet Bids
  
6.       **9:35 a.m. Darrell Pettis, County Administrator**  
RE: German Jefferson Sewer District Board Chairperson  
RE: German Jefferson Sewer District Public Hearing  
RE: Approve purchase of two pickups  
RE: County Ditch Inspections  
RE: Bolton & Menk Agreement  
RE: CD #16  
RE: CD #54  
RE: CD #58  
RE: Final Project 40-599-022 Kilkenny Twp Bridge  
RE: Sheriff Agreement
  
7.       **9:45 a.m. Joe Stangel, MNDNR and Josh Kavanaugh, Ducks Unlimited (30 min)**  
RE: County Board Notification of Acquisitions at Sanborn Lake

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# Le Sueur County, MN

Tuesday, February 3, 2015

Board Meeting

## Item 1

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

*RE: January 27, 2015 Minutes and Summary Minutes*

Staff Contact:

## Minutes of Le Sueur County Board of Commissioners Meeting January 27, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, January 27, 2015 at 9:00 a.m. in the 4-H Family Center at Le Center, Minnesota. Those members present were: Steve Rohlffing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.

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

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

- Approved the January 20, 2015 County Board Minutes and Summary Minutes
- Approved a Renewal and Display Application for the Caribou Gun Club.

Cindy Westerhouse, Human Resources Director came before the Board with several items for consideration.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved the recommendation to grant regular status to Jeff Gilhousen, full time Deputy Sheriff, in the Sheriff's Office, effective January 22, 2015.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to approve and sign the 2015 Pay Equity Implementation Report.

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved the recommendation to sign the 2015 – 2017 Labor Agreement between Le Sueur County and the International Union of Operating Engineers Local No. 49, Highway Maintenance Unit.

Scott Gerr, IT appeared before the Board with one item for consideration.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the Symantec antivirus renewal in the amount of \$5,838.26.

Darrell Pettis, Administrator appeared before the Board with several items for discussion and approval.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved the request for Miranda Rosa, Drug Court Coordinator to be issued a County credit card.

At 9:30 a.m. an informational meeting was held regarding County Ditches #16, #54 and #58. John Kolb, County Ditch Attorney, Ron Ringquist, Ditch Viewer and Chuck Brandel with I&S Group were present.

On motion by Rohlfling, seconded by King and unanimously approved, the Board directed the Attorney to prepare findings to redetermine benefits on CD #16.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the inspection and preparation of a conditional report of CD #54 by I&S Group, and directed the Attorney to prepare findings to redetermine benefits.

On motion by King, seconded by Rohlfling and unanimously approved, the Board approved the repair of Spur #2 on CD #58, leaving options to be determined after analysis.

Commissioner King introduced the following resolution and moved its adoption, which motion was seconded by Commissioner Rohlfling:

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE,  
PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE  
PAYMENT OF \$9,975,000 GENERAL OBLIGATION BONDS, SERIES 2015A

BE IT RESOLVED by the Board of Commissioners of Le Sueur County, Minnesota (the County), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. On December 23, 2014, this Board held a public hearing on the adoption of the County's Capital Improvement Plan (the "Plan"), for the purpose of financing improvements to roads and bridges in the County (the "Projects"), after notice duly published in the official newspaper of the County as set forth in Minnesota Statutes, Section 373.40, subdivision 2.

By resolution adopted December 23, 2014, this Board authorized the issuance and sale on the date hereof of the County's General Obligation Bonds, Series 2015A (the "Bonds") in the approximate principal amount of \$9,975,000 to finance the Projects. The Bonds will be comprised of Capital Improvement Plan (CIP) Bonds (the "CIP Portion"), and County State Aid Bonds (the "State Aid Portion").

The CIP Portion will be in the amount of \$4,715,000.00, issued pursuant to Minnesota Statutes, Section 373.40 and Chapter 475, funding improvements to CSAH 28, CSAH 32, and County Road 104. The County will pay debt service with future ad valorem property taxes. No petition requesting a vote on the question of adopting the County's Capital Improvement Plan or issuing the Bonds was filed within 30 days of December 23, 2014. This Board hereby finds that the maximum amount of principal and interest to become due in any year on all outstanding bonds (including the CIP Portion) issued by the County pursuant to Minnesota Statutes, Section 373.40, subdivision 4 will not equal or exceed, for any year, 0.12 percent of taxable market value of property in the County. This Board hereby finds that the Bonds may be issued without an election pursuant to Minnesota Statutes, Section 373.40, subdivision 2.

The State Aid portion will be in the amount of \$4,910,000.00, issued pursuant to Minnesota Statutes Minnesota Statutes, Section 162.181 and Chapter 475, funding improvements to CSAH 3, CSAH 7, CSAH 14, CSAH 23, and CSAH 33. The County will pay debt service with future state aid revenues. Pursuant to Minnesota Statutes, Section 162.181, subdivision 1, the principal amount of the Bonds will not exceed the total of the County's state aid allotments in the years 2014 and 2013 \$9,074,696.00. The Bonds shall be issued in the amounts and on terms such that the amount of principal and interest due in any calendar year on the Bonds, including any similar obligations of the County which are outstanding, shall not exceed 90 percent of the amount of the last annual allotment preceding the issuance of the Bonds received by the County from the construction account in the County state aid highway fund.

1.02. Sale. The County has retained Ehlers & Associates, Inc., as independent financial advisor in connection with the sale of the Bonds. Pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph (9), the requirements as to public sale do not apply to the issuance of the Bonds. Pursuant to the Official Statement, sealed proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened and publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of FTN Financial Capital Markets in Memphis, Tennessee (the Purchaser), to purchase the Bonds at a price of \$10,227,129.85, plus accrued interest, if any, to the date of issuance and delivery.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Chairperson and County Auditor - Treasurer are hereby authorized and directed to execute a contract on behalf of the County for the sale of the Bonds in accordance with the terms of the proposal. The good faith deposit of the Purchaser shall be retained and deposited by the County until the Bonds have been delivered, and shall be deducted from the purchase price paid at settlement.

## SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the Board to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of February 25, 2015, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities, shall mature on February 1 in the years and amounts stated below, and shall bear interest from date of original issue until paid or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2017	\$880,000	2%	2022	\$970,000	2%
2018	900,000	2%	2023	990,000	2%

2019	915,000	2%	2024	1,010,000	2%
2020	930,000	2%	2025	1,030,000	2%
2021	950,000	2%	2026	1,050,000	2%

[REVISE MATURITY SCHEDULE FOR TERM BONDS]

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.07 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.05, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on February 1 and August 1, commencing February 1, 2016, each such date being referred to herein as an Interest Payment Date, to the person in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption. Bonds maturing in 2024 and later years shall be subject to redemption and prepayment at the option of the County, in whole or in part, in such order of maturity dates as the County may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000, on February 1, 2023, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The County Auditor - Treasurer shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty and not more than 60 days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.05 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[Bonds maturing on February 1 in the years 20\_\_ and 20\_\_ (the Term Bonds) shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.03 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for

redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

<u>Year</u>	<u>Principal Amount</u>
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The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, 20\_\_.

<u>Year</u>	<u>Principal Amount</u>
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The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, 20\_\_.

Notice of redemption shall be given as provided in the preceding paragraph.]

2.05. Appointment of Initial Registrar. The County hereby appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial registrar, transfer agent and paying agent (the Registrar). The Chairperson and County Auditor - Treasurer are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar, effective upon not less than thirty days' written notice and upon the appointment of (and acceptance of such appointment by) a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the County and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the

transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The County and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for all other purposes; and all payments made to any registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith, and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the County and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.



(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the County, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the County Auditor - Treasurer and shall be executed on behalf of the County by the signatures of the Chairperson and County Auditor - Treasurer, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and authenticated, the County Auditor - Treasurer shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the sender agrees to comply with DTC's Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the County may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever, and neither the Registrar nor the County shall be affected by any notice to the contrary. Neither the Registrar nor the County shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the County to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the County determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the County may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC, if not previously filed with DTC, by the Chairperson or County Auditor - Treasurer is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as

owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.08. Form of Bonds. The Bonds shall be prepared in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA

COUNTY OF LE SUEUR

GENERAL OBLIGATION BONDS, SERIES 2015A

No. R-\_\_\_\_\_ \$ \_\_\_\_\_

Rate                      Maturity Date                      Date of Original Issue                      CUSIP No.

February 1, 20\_\_\_\_                      February 25, 2015

REGISTERED OWNER:      CEDE & CO.

PRINCIPAL AMOUNT:      THOUSAND DOLLARS

LE SUEUR COUNTY, MINNESOTA (the County), acknowledges itself to be indebted and hereby promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 of each year, commencing February 1, 2016 (each such date, an Interest Payment Date), all subject to the provisions hereof with respect to redemption prior to maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Payment Date. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal office of the agent of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on Bond Trust Services Corporation, Roseville, Minnesota, as initial bond registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the Registrar). For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$9,975,000 issued pursuant to a resolution adopted by the Board of Commissioners on January 27, 2015 (the Resolution), to finance various road and bridge improvement projects (the Projects), and is

issued by authority of and in strict accordance with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Section 373.40, Chapter 475, and Section 162.181. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any multiple thereof, of single maturities.

Bonds maturing in 2024 and later years shall be subject to redemption and prepayment at the option of the County, in whole or in part, in such order of maturity dates as the County may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in multiples of \$5,000, on February 1, 2023, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The County shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty and not more than 60 days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail (or, if applicable, provided in accordance with the operational arrangements of the securities depository), to the registered holders of any Bonds, at the holders' addresses as they appear on the bond register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the County shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[Bonds maturing in the years 20\_\_ and 20\_\_ shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

Term Bonds Maturing in 20\_\_

<u>Bond Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>
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Term Bonds Maturing in 20\_\_

<u>Bond Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>
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Notice of redemption shall be given as provided in the preceding paragraph.]

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar

shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the County.

The Bonds have been designated as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Internal Revenue Code of 1986.

The County and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the County nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the Board of County Commissioners has by the Resolution irrevocably pledged and appropriated to a separate and special debt service fund, to be maintained for the payment of this and other bonds issued under Section 162.181, as long as any of such bonds are outstanding, an amount of the moneys allotted and to be allotted to the County from its account in the County State Aid Highway Fund of the State of Minnesota sufficient to pay principal of and interest on the portion of the Bonds issued under Section 162.181 when due; that, prior to the issuance hereof, the County has levied ad valorem taxes on all taxable property in the County, which taxes will be collectible for the years and in amounts sufficient to produce sums which, together with the County state aid highway funds referred to hereinabove, total not less than five percent in excess of the principal of and interest on the Bonds when due, and has appropriated such state aid highway funds and taxes to its General Obligation Bonds, Series 2015A Bond Fund for the payment of principal and interest; that if necessary for payment of principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the County, without limitation as to rate or amount; and that the issuance of this Bond, together with all other indebtedness of the County outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the County to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Le Sueur County, Minnesota, by its Board of Commissioners, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chairperson and County Auditor - Treasurer.

LE SUEUR COUNTY, MINNESOTA

(Facsimile Signature-County Auditor - Treasurer)

(Facsimile Signature-Chairperson)

### CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Dated \_\_\_\_\_

BOND TRUST SERVICES CORPORATION, as  
Registrar

By \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to the applicable laws or regulations:

TEN COM -- as tenants in common	UTMA ..... as Custodian for ..... (Cust) (Minor)
TEN ENT -- as tenants by the entireties	under Uniform Transfers to Minors Act ..... (State)
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used.

### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every

particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other “signature guaranty program” as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

\_\_\_\_\_

[End of Bond Form]

**SECTION 3. GENERAL OBLIGATION BONDS, SERIES 2015A CONSTRUCTION FUND.**

There is hereby established on the official books and records of the County a separate General Obligation Bonds, Series 2015A Construction Fund (the “Construction Fund”). The County Auditor - Treasurer shall continue to maintain the Construction Fund until all costs and expenses incurred in constructing and acquiring the Project have been duly paid or provided for. The County hereby appropriates to the Construction Fund \$9,800,000 from the proceeds of the Bonds. After payment of all costs incurred with respect to the Project, the Construction Fund shall be discontinued, and any proceeds of the Bonds remaining therein shall be credited to the Bond Fund described in Section 4 hereof.

**SECTION 4. GENERAL OBLIGATION BONDS, SERIES 2015A BOND FUND.** The Bonds shall be payable from a separate General Obligation Bonds, Series 2015A Bond Fund (the Bond Fund), which the County agrees to maintain until the Bonds have been paid in full. Into the Bond Fund shall be paid: (a) any funds received from the Purchaser upon delivery of the Bonds in excess of the amount required by Section 3 to be credited to the Construction Fund and amounts for payment of costs of issuance of the Bonds; (b) the amounts specified in Section 3 above, after payment of all costs of the Project; (c) the amounts specified in Section 6 hereof; (d) all taxes levied and collected pursuant to Section 5; and (e) any other funds appropriated by the Board for the payment of the Bonds. The principal of and interest on the Bonds shall be payable from the Bond Fund, and the money on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. On or before each principal and interest payment date for the Bonds, the County Auditor - Treasurer is directed to remit to the Registrar from funds on deposit in the Bond Fund the amount needed to pay principal and interest on the Bonds on the next succeeding principal and interest payment date. If the balance in the Bond Fund is at any time insufficient to pay all interest and principal then due on all Bonds payable

therefrom, the payment shall be made from any fund of the County which is available for that purpose, subject to reimbursement from the Bond Fund when the balance therein is sufficient, and the County covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to take care of any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

**SECTION 5. PLEDGE OF TAXING POWERS.** For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the County shall be and are hereby irrevocably pledged. In order to produce aggregate amounts which equal not less than 5% in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, ad valorem taxes are hereby levied on all taxable property in the County, the taxes to be levied and collected in the following years and amounts:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
201__-202__	201__-202__	See attached levy calculation

The taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the tax levies from other legally available funds, in accordance with the provisions of Minnesota Statutes, Section 475.61.

**SECTION 6. COUNTY STATE AID HIGHWAY FUNDS.** There is hereby irrevocably appropriated to the Bond Fund, out of moneys allotted and to be allotted to the County from its account in the County State Aid Highway Fund of the State of Minnesota, such amount as shall be sufficient to pay the principal of and interest on the State Aid Portion when due, on the dates and in the amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Payable on</u>	
		<u>February 1</u>	<u>August 1</u>
2016		\$93,266.25	\$49,087.50
2017	\$448,800	49,087.50	44,599.50
2018	459,000	44,599.50	40,009.50
2019	466,650	40,009.50	35,343.00
2020	474,300	35,343.00	30,600.00
2021	484,500	30,600.00	25,755.00
2022	494,700	25,755.00	20,808.00
2023	504,900	20,808.00	15,759.00
2024	515,100	15,759.00	10,608.00
2025	525,300	10,608.00	5,355.00
2026	535,500	5,355.00	

The County Auditor-Treasurer shall follow the procedure set forth in Minnesota Statutes, Section 162.181, Subdivision 4, for obtaining such funds. If at any time the moneys in the Bond Fund should be insufficient to pay all principal and interest due on the State Aid Portion, the County Auditor-Treasurer shall nevertheless pay the same from any moneys on hand in the general fund of the County, and the moneys so used shall be restored to the general fund from



the moneys next received by the County from the Construction or Maintenance Account in the County State Aid Highway Fund of the State of Minnesota, which are not required for the payment of additional principal and interest, or from the proceeds of taxes levied pursuant to Section 5 hereof.

SECTION 7. DEFEASANCE. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the registered owners of the Bonds shall cease. The County may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The County may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due, provided that notice of such redemption has been duly given as provided herein. The County may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date, provided, however, that if such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the County shall have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on the Bonds from gross income for federal income tax purposes and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

#### SECTION 8. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

8.01. Covenant. The County covenants and agrees with the owners from time to time of the Bonds, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986 (the Code) and applicable Treasury Regulations (the Regulations), and covenants to take any and all affirmative actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. The County represents and covenants that all improvements to be financed from the proceeds of the Bonds are and will be owned and operated by the County and available for use by members of the general public on a substantially equal basis. The County has not entered and will not enter into any lease, management contract, operating agreement, use agreement or other contract relating to the use, operation or maintenance of the Project or any part thereof which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

8.02. Arbitrage Certification. The Chairperson and County Auditor - Treasurer being the officers of the County charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds, it is reasonably expected that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the applicable Regulations.

8.03. Arbitrage Rebate. The County acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The County covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

8.04. Reimbursement. The County certifies that the proceeds of the Bonds will not be used by the County to reimburse itself for any expenditure with respect to the Projects which the County paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the County shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that a declaration of official intent shall not be required (i) with respect to certain de minimis expenditures, if any, with respect to the Projects meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Projects as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

8.05. Qualified Tax-Exempt Obligations. The Board hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) which will be issued by the County and all subordinate entities during calendar year 2015 does not exceed \$10,000,000.

8.06. Continuing Disclosure(a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the County hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds. The County is the only

obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the County fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Bond, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The County will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the County, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2014, the following financial information and operating data in respect of the County (the Disclosure Information):
  - (A) the audited financial statements of the County for such fiscal year, prepared in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the County, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the County; and
  - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings: “VALUATIONS—Current Property Valuations”; “TAX RATES, LEVIES AND COLLECTIONS—Tax Levies and Collections”; “DEBT—Direct Debt” and “GENERAL

INFORMATION—U.S. Census Data” and “—Employment /  
Unemployment Data,” which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the County shall provide on or before such date unaudited financial statements and, within 10 days after the receipt thereof, the County shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (the MSRB) through its Electronic Municipal Market Access System (EMMA) or the SEC. The County shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the County have materially changed or been discontinued, such Disclosure Information need no longer be provided if the County includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other County operations in respect of which data is not included in the Disclosure Information and the County determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the County shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner, not in excess of 10 business days after the occurrence of the event, to the MSRB through EMMA, notice of the occurrence of any of the following events (each a “Material Fact,” as hereinafter defined):
- (A) principal and interest payment delinquencies;
  - (B) non-payment related defaults, if material;
  - (C) unscheduled draws on debt service reserves reflecting financial difficulties;
  - (D) unscheduled draws on credit enhancements reflecting financial difficulties;
  - (E) substitution of credit or liquidity providers, or their failure to perform;
  - (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
  - (G) modifications to rights of Bond holders, if material;
  - (H) Bond calls, if material and tender offers;
  - (I) defeasances;
  - (J) release, substitution, or sale of property securing repayment of the Bonds if material;
  - (K) rating changes;

- (L) bankruptcy, insolvency, receivership, or similar event of the obligated person;
- (M) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

As used herein, for those events that must be reported if material, an event is material if a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also material if it would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, to the MSRB through EMMA, notice of the occurrence of any of the following events or conditions:
  - (A) the failure of the County to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
  - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the County under subsection (d)(2);
  - (C) the termination of the obligations of the County under this section pursuant to subsection (d);
  - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
  - (E) any change in the fiscal year of the County.

(c) Manner of Disclosure.

- (1) The County agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the County in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the County under this section shall terminate and be without further effect as of any date on which the County delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the County to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the County from time to time, without notice to (except as provided in paragraph (c)(2) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the County accompanied by an opinion of Bond Counsel, who may rely on certificates of the County and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the County or the type of operations conducted by the County, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the County agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

## SECTION 9. CERTIFICATION OF PROCEEDINGS.

9.01. Registration and Levy of Taxes. The County Auditor - Treasurer is hereby authorized and directed to file a certified copy of this resolution in the records of the County, together with such additional information as is required, and to issue a certificate that the Bonds have been duly entered upon the County Auditor - Treasurer's bond register and the tax required by law has been levied.

9.02. Certification of Records. The officers of the County are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the County to the facts recited herein.

9.03. Official Statement. The Official Statement, dated January 16, 2015, relating to the Bonds prepared and distributed by Ehlers & Associates, Inc., the financial advisor for the County, is hereby approved. Ehlers & Associates, Inc. is hereby authorized, on behalf of the County, to prepare and distribute to the Purchaser within seven business days from the date hereof, a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The officers of the County are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

9.04. Authorization of Payment of Certain Costs of Issuance of the Bonds. The County authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Klein Bank on the closing date for further distribution as directed by the County's financial advisor, Ehlers & Associates, Inc.

ADOPTED by the Board by at least a vote of three-fifths of the members hereof this 27th day of January, 2015.

Upon vote being taken thereon the vote was unanimous:

whereupon the resolution was declared duly passed and adopted.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board adjourned until Tuesday February 3, 2015 at 9:00 a.m.

**ATTEST:** \_\_\_\_\_  
                    **Le Sueur County Administrator**                      **Le Sueur County Chairman**



### **Summary Minutes of Le Sueur County Board of Commissioners Meeting, January 27, 2015**

- 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](http://www.co.le-sueur.mn.us).
  - The Le Sueur County Board of Commissioners met in regular session on Tuesday, January 27, 2015 at 9:00 a.m. at the 4-H Family Center in Le Center, Minnesota. Those members present were: Steve Rohlfsing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.
  - The Board approved the agenda for the business of the day. (Gliszinski-King)
  - The Board approved the amended consent agenda: (Gliszinski-Rohlfsing)
    - Approved the January 20, 2015 County Board Minutes and Summary Minutes
    - Approved a Renewal and Display Application for the Caribou Gun Club.
  - The Board approved the recommendation to grant regular status to Jeff Gilhousen, full time Deputy Sheriff, in the Sheriff's Office, effective January 22, 2015. (Connolly-Rohlfsing)
  - The Board approved the recommendation to approve and sign the 2015 Pay Equity Implementation Report. (King-Gliszinski)
  - The Board approved the recommendation to sign the 2015 – 2017 Labor Agreement between Le Sueur County and the International Union of Operating Engineers Local No. 49, Highway Maintenance Unit. (Rohlfsing-King)
  - The Board approved the Symantec antivirus renewal in the amount of \$5,838.26. (Gliszinski-King)
  - The Board approved the request for Miranda Rosa, Drug Court Coordinator to be issued a County credit card. (King-Rohlfsing)
  - At 9:30 a.m. an informational meeting was held regarding County Ditches #16, #54 and #58. John Kolb, County Ditch Attorney, Ron Ringquist, Ditch Viewer and Chuck Brandel with I&S Group were present.
  - The Board directed the Attorney to prepare findings to redetermine benefits on CD #16. (Rohlfsing-King)
  - The Board approved the inspection and preparation of a conditional report of CD #54 by I&S Group, and directed the Attorney to prepare findings to redetermine benefits. (Gliszinski-Connolly)
    - The Board approved the repair of Spur #2 on CD #58, leaving options to be determined after analysis. (King-Rohlfsing)
  - Todd Hagen from Ehlers appeared before the Board with the results of the CIP Bond Sale.
  - The Board approved the Resolution authorizing issuance, awarding sale, prescribing the form and details and providing for the payment of \$9,975,000 General Obligation Capital Improvement Plan Bonds, Series 2015A. (King-Rohlfsing)
- On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board adjourned until Tuesday February 3, 2015 at 9:00 a.m.
- **ATTEST: Le Sueur County Administrator    Le Sueur County Chairman**

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# **Le Sueur County, MN**

**Tuesday, February 3, 2015**

**Board Meeting**

## **Item 2**

**9:05 a.m. Claims (10 min)**

**Staff Contact:**

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# **Le Sueur County, MN**

**Tuesday, February 3, 2015**

**Board Meeting**

## **Item 3**

**9:15 a.m. Human Resources (10 minutes)**

**Staff Contact:**



# Human Resources

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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 February 3, 2015**

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

Carol Blaschko	Finance Department	35 years
Kathy Brockway	Environmental Services	35 years
Cindy Jirak	Human Services	30 years
Mark Traxler	Human Services	20 years
Judy Hepworth	Human Services	20 years
Dan Tousley	Sheriff's Office	20 years
Scott Ayers	Highway Department	15 years
Kelsey Bauer	Sheriff's Office	10 years
Ann Traxler	Emergency Management	10 years
Chris Schoenstedt	Human Services	5 years
Lowell Freeman	Human Services	5 years

Recommendation to approve and sign the Le Sueur County Telecommute Agreement with Roxanne Braun-Billings effective March 1, 2015 to March 1, 2016.

Recommendation to post and request the merit list for a full time Recreational Therapist, in Human Services, as a Grade 7, Step 1 at \$17.74 per hour.

Recommendation to post and advertise for a full time Environmental Resources Specialist, in the Environmental Services, Water Planning Department, as a Grade 10, Step 1 at \$21.13 per hour.

Recommendation to promote Jody Brown to a full time Deputy Auditor-Treasurer III – Accounting Specialist/Motor Vehicle Supervisor, in the Auditor-Treasurer's Office, as a Grade 10, Step 1 at \$21.13 per hour, effective February 9, 2015.

Recommendation to post and advertise for a full time Deputy Auditor-Treasurer II, Motor Vehicle Specialist, in the Auditor-Treasurer License Bureau Office, as a Grade 6, Step 1 at \$16.74 per hour.

*Equal Opportunity Employer*

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# Le Sueur County, MN

Tuesday, February 3, 2015

Board Meeting

## Item 4

**9:25 a.m. Jim Goltart (5 min)**

*RE: Out of state travel*

Staff Contact:

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# Le Sueur County, MN

Tuesday, February 3, 2015

Board Meeting

## Item 5

**9:30 a.m. Jim McMillen (5 min)**

*RE: Carpet Bids*

Staff Contact:

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# Le Sueur County, MN

Tuesday, February 3, 2015

## Board Meeting

### Item 6

**9:35 a.m. Darrell Pettis, County Administrator**

*RE: German Jefferson Sewer District Board Chairperson*

*RE: German Jefferson Sewer District Public Hearing*

*RE: Approve purchase of two pickups*

*RE: County Ditch Inspections*

*RE: Bolton & Menk Agreement*

*RE: CD #16*

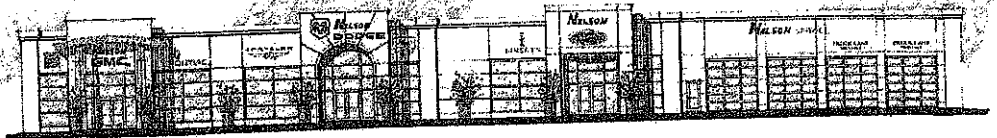
*RE: CD #54*

*RE: CD #58*

*RE: Final Project 40-599-022 Kilkenny Twp Bridge*

*RE: Sheriff Agreement*

Staff Contact:



## Fleet Department

2228 College Way • PO Box 338 • Fergus Falls, MN 56538-0338  
218-998-8864 • 800-477-3013 Ext. 8864 • Fax 218-998-8813 • www.nelsonfergusfalls.com

### VEHICLE QUOTE NUMBER LeSueur Co TK15753

Sold To: LeSueur County  
Attn: Harry Baker  
Address:

Date: 01/21/2015  
Phone:  
FAX:  
Salesperson: Sue Kugler

Key Code: Ignition/Door:

Stock No.	Year	Make	Model	New/Used	Vehicle ID Number
LeSueur Co TK15753	2015	GMC Sierra WT	4WD Dbl Cab 143"	New	0
		Color:	White		

Price of Vehicle *Per MN T19* \$23,284.37

Options & Extras \$2,805.00

5.3L V8 (L83)	\$930.75
All-terrain tires (RC5)	\$335.75
Sierra fleet convenience pkg (PCR)	\$272.00
Engine block heater (K05)	\$76.50
Heavy-duty locking rear differential (G80)	\$335.75
Electronic autotrac transfer case (NQH)	\$170.00
Trailer equipment (Z82) & Trailer brake control (JL)	\$514.25
Rear vision camera (UVC)	\$170.00

Subtotal \$26,089.37

Trade - In

Total Cash Price \$26,089.37

Your Purchase Order #

Project # MN Contract 70288

**Thanks for your business!**

Ship To / Lessee / End User: LeSueur County  
Harry Baker

Phone:  
FAX:

Signed \_\_\_\_\_ and initialed \_\_\_\_\_

Printed Name \_\_\_\_\_ and Date \_\_\_\_\_

LeSueurCo T19 TK15753.123

• Equal Employment Opportunity/Affirmative Action Employer •



**AGREEMENT FOR PROFESSIONAL SERVICES**  
**CSAH 23 RECONSTRUCTION**  
**LE SUEUR COUNTY, MINNESOTA**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of Le Sueur, 88 South Park Avenue, LeCenter, Minnesota, hereinafter referred to as CLIENT, and Bolton & Menk, Inc., 1960 Premier Drive, Mankato, Minnesota, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT intends to employ professional services required in conjunction with the design and construction of a new highway referred to for the purposes of this agreement as the CSAH 23 Reconstruction, from CSAH 36 to TH 112, near Ottawa, Minnesota, and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION I - CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B.

**SECTION II - THE CLIENT'S RESPONSIBILITIES**

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

### SECTION III - COMPENSATION FOR SERVICES

#### A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$120-150/Hour
Sr. Project Manager - Principal Engineer/Surveyor	\$100-150
Senior Transportation/Aviation Planner	\$110-150
Project Manager (Inc. Landscape Architect)	\$100-150
Project/Design Engineer/Planner/Landscape Architect	\$60-135
Licensed Surveyor	\$70-135
Project Surveyor	\$60-100
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-120
Senior Technician (Inc. Survey <sup>1</sup> )	\$70-145
Technician (Inc. Survey <sup>1</sup> )	\$50-90
Administrative Support & Clerical	\$35-80
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

<sup>1</sup> No Separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the costs of this equipment are included in the rates for Survey Technicians.

2. Total cost for the Basic Services, as itemized under Section I.A. of EXHIBIT I shall not exceed the following.

**CSAH 23 – Unimin Section (CSAH 36 to CR 100)**

Design and Bidding Services.....	\$61,700
Bridge/Tunnel Design .....	\$95,000
Geotechnical Engineering .....	\$7,500
Right-of-Way Plat .....	\$3,400
Total .....	\$167,600

**CSAH 23 – LeSueur County Section (CR 100 to TH 112)**

Design and Bidding Services.....	\$74,200
Geotechnical Engineering .....	\$22,000
Right-of-Way Plat .....	\$6,600
Total .....	\$102,800

**TOTAL, BASIC SERVICES.....\$270,400**

3. The following is the estimated cost for construction phase services, as itemized under Section I.B. of EXHIBIT I. Construction phase services will be performed on an hourly basis.

CSAH 23-Unimin Section (CSAH 36 to CR 100)

Construction Staking .....	\$6,800 <sup>1</sup>
Construction Observation .....	\$13,600 <sup>2</sup>
Construction Administration .....	\$8,500
Geotechnical.....	\$38,500
Total .....	\$67,400

CSAH 23-LeSueur County (CR 100 to TH 112)

Construction Staking .....	\$13,200 <sup>1</sup>
Construction Observation .....	\$26,400 <sup>2</sup>
Construction Administration .....	\$16,500
Geotechnical.....	\$22,000
Total .....	\$78,100

**ESTIMATED CONSTRUCTION PHASE SERVICES .....\$145,500**

<sup>1</sup> Total assumes 136 hours of survey crew time at \$110.00/hour

<sup>2</sup> Total assumes 470 hours of engineering technician time at \$85.00/hour

4. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for the following Direct Expenses when incurred in the performance of the work.
- a. CLIENT approved outside professional and technical services.
  - b. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms of this Agreement.
5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates.

## **SECTION IV - GENERAL**

### **A. STANDARD OF CARE**

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

### **B. CHANGE IN PROJECT SCOPE**

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

### **C. LIMITATION OF LIABILITY**

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants. In no event shall CLIENT be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants. In no event shall CONSULTANT be liable to CLIENT for consequential, incidental, indirect, special, or punitive damages.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

### **D. INSURANCE**

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

#### E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

#### G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

## H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

## I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

## J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

## K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

## L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

**The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Disputes not resolved by mediation shall then be submitted to arbitration in accordance with provisions of the Construction Industry Arbitration Rules of the American Arbitration Association. CONSULTANT and the CLIENT agree to require an equivalent dispute resolution process governing all contractors, sub-contractors, suppliers, consultants, and fabricators concerned with this project.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



## SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: LeSueur County, Minnesota

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_

*Owen J. Todd*

\_\_\_\_\_

OWEN J. TODD, P.E.

\_\_\_\_\_

PRINCIPAL ENGINEER

## EXHIBIT I

### PROJECT RELATED SERVICES BY CONSULTANT

#### CSAH 23 RECONSTRUCTION LE SUEUR COUNTY, MINNESOTA

##### I.A. BASIC SERVICES

For purposes of this specific project, Basic Services to be provided by the CONSULTANT are as follows:

1. Upon authorization to proceed, the CONSULTANT shall prepare detailed plans and specifications conforming to the requirements of the Minnesota Department of Transportation State Aid for Local Transportation, LeSueur County, and Minnesota Pollution Control Agency.
2. The CONSULTANT shall submit a preliminary set of plans (approximately 75% complete) to the CLIENT for review.
3. The CONSULTANT shall submit a final set of plans and specifications to the CLIENT for review and approval.
4. CONSULTANT shall submit review plans and specifications with appropriate agencies having jurisdiction over the project including, but not limited to, LeSueur County, Minnesota Department of Transportation State Aid for Local Transportation, Minnesota Department of Natural Resources and Minnesota Pollution Control Agency (MPCA), when required by that agency.
5. The CONSULTANT shall incorporate comments from the CLIENT and MnDOT and submit plans and specifications for final review and approval.
6. The CONSULTANT shall prepare cost estimates as required by the CLIENT.
7. The CONSULTANT, in cooperation with sub-consultants, will provide soil borings, at 15 foot depth along the center-line alignment as recommended in the Mn/DOT Geotechnical and Pavement Design Manual. In addition to the fieldwork, laboratory tests will be completed, including up to 3 R-value tests and soil boring logs will be provided in an electronic format. A detailed *Materials Design Recommendation Report* will be provided, specifically addressing recommendations for the new roadway embankment and pavement design.
8. The CONSULTANT, in cooperation with sub-consultants, will provide plans and specifications for a bridge/tunnel structure, approximately 366-ft long. The bridge/tunnel is assumed to be a pre-cast concrete arch or BEBO structure supported on reinforced cast-in-place concrete abutments. The design will conform to current AASHTO Design Specifications, MnDOT standards, and FHWA standards. The plan will be prepared in accordance with MnDOT Bridge Design Specifications and MnDOT Standard

Specifications for Construction.

9. The CONSULTANT shall assist the CLIENT in the preparation of permit applications for LeSueur County, and Minnesota Pollution Control Agency.

The CONSULTANT'S responsibility on the permit application shall be limited to the provision of information relative to the project. The CLIENT shall assume responsibilities for submittal and delivery of permit applications, necessary bonds, permit application fees and all other work and costs associated with such permits.

10. The CONSULTANT shall identify the general location and prepare any required easements for the proposed construction. The CLIENT will be responsible for obtaining the necessary signatures and recording the easements, if necessary
11. The CONSULTANT shall prepare the necessary bid documents and proposal forms, and advertisement for bids and shall supply sufficient numbers of plan sets for distribution to bidders for which a charge to cover reproduction expenses and clerical time can be made by the CONSULTANT to plan holders. CLIENT shall assume responsibilities and costs for bid advertisement notices. Up to 15 sets of plans (full or half size) and specifications may be provided to CLIENT, as requested.
12. The CONSULTANT shall address questions from bidders and material suppliers and issue and addenda that may be required for corrections, clarifications or additions to the bidding documents during the bidding period.
13. The CONSULTANT shall assist in securing bids, attend the public bid letting, tabulate unit price bid items and report back to the CLIENT with recommendations on award of bid.

I.B. CONSTRUCTION PHASE SERVICES

For purposes of this specific project, the Construction Phase Services to be provided by the CONSULTANT are as follows:

1. Construction Staking
  - a. The CONSULTANT shall perform construction staking for highway and drainage improvements, furnish necessary equipment and supplies to establish grade and line as necessary for the Contractor's guidance in construction of the project and in accordance with the contract documents
2. Construction Observation:
  - a. The CONSULTANT shall provide an on-site representative during the construction of the street and underground utility improvements. Services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. On-site construction representative services do not constitute acceptance or approval of the Contractor's work nor do they relieve any part of the contractor's responsibility under the construction documents.

3. Construction Administration:

- a. The CONSULTANT shall prepare required contract documents, with the assistance of the CLIENT'S attorney and staff, after award of contract.
- b. The CONSULTANT shall attend and assist with the preconstruction conference to be attended by the CLIENT, contractors and any affected utility companies.
- c. The CONSULTANT shall review, for conformance with design concept only, any shop drawings required to be furnished by the Contractor.
- d. The CONSULTANT shall make visits to the site at intervals appropriate for the various stages of construction, observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents.
- e. The CONSULTANT shall prepare documentation in accordance with LeSueur County and MnDOT standards for construction observation and record keeping.
- f. The CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.
- g. The CONSULTANT shall review and make a recommendation on the Contractor's request for partial payments. Such review shall be based upon the CONSULTANT'S on-site observations and such written documentation as may be available to the CONSULTANT at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
- h. The CONSULTANT shall conduct a final inspection of the project in the company of the CLIENT for conformance with contract documents and review the final payment request from the Contractor.
- i. The CONSULTANT shall prepare record drawings reflecting constructed conditions from information observed by the CONSULTANT or supplied by others and furnish copies to the CLIENT within 90 days of the end of the construction.

I.C. ADDITIONAL SERVICES

Engineering services performed other than those authorized under Section I.A and I.B. shall be considered not part of the Basic Services or Construction Phase Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services or Construction Phase Services or are not definable prior to the commencement of the project or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. EASEMENT & ACQUISITION SERVICES. Boundary and easement surveys for the purpose of describing project sites and easements, preparation of property descriptions, site maps, assistance with eminent domain proceedings, court preparation and testimony.

2. REMONUMENTATION. Replacing lost or obliterated government survey corners or property corners along the project route.
3. ENVIRONMENTAL SERVICES. Environmental services associated with hazardous materials leaks and contaminated soils.
4. All other services not specifically identified in Section I.A. or I.B.

## **EXHIBIT I-1**

### **RESIDENT PROJECT REPRESENTATIVE**

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

#### **A. GENERAL**

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

#### **B. DUTIES AND RESPONSIBILITIES OF RPR**

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

- b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
- 4. Shop Drawings and Samples:
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
  - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
- 8. Records:
  - a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and

other Project related documents.

- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY



It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

## CERTIFICATE OF PERFORMANCE

County of: Le Sueur

Project Number: SAP 40-599-022 \$288,196.80

Name of Contractor: River Ridge Construction LLC

Funding:

Special Township Bridge	238,789.80
Township Bridge	\$39,407.00
Kilkenny Twp	\$10,000.00
Total	\$288,196.80

Contact Amount: \$286,283.00

Total Value of Work: \$288,196.80

Final Payment Amount: \$14,405.34

Contact Number: 20143

I HEREBY CERTIFY to the Board of Commissioners of Le Sueur County, that I have been in charge of the work required by the above described contract, that all such work has been done and performed, measured by, and in accordance with an pursuant to the items of said contract.

1/28/15  
Date

Darrell Pettis  
Darrell Pettis, County Hwy Engineer

\*\*\*\*\*  
\* CERTIFICATE OF FINAL ACCEPTANCE \*  
\*\*\*\*\*

CONTRACT NUMBER 20143 CONTRACTOR 9199  
DATE CERTIFIED 1/12/2015 RIVER RIDGE CONSTRUCTION  
PAYMENT NUMBER 004

\*\*COUNTY BOARD ACKNOWLEDGMENT\*\*

WHEREAS; CONTRACT NO. 20143 HAS IN ALL THINGS BEEN COMPLETED,  
AND THE COUNTY BOARD BEING FULLY ADVISED IN THE PREMISES, NOW THEN BE IT RE-  
SOLVED; THAT WE DO HEREBY ACCEPT SAID COMPLETED PROJECT FOR AND IN BEHALF  
OF THE COUNTY OF Le Sueur AND AUTHORIZE FINAL PAYMENT AS  
SPECIFIED HEREIN.

COUNTY OF Le Sueur  
STATE OF Minnesota

I, Darrell Pettis, Co Administrator WITHIN AND FOR SAID  
COUNTY DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION IS A TRUE AND CORRECT  
COPY OF THE RESOLUTION ON FILE IN MY OFFICE.

DATED AT ....., Minnesota

THIS ..... DAY OF ....., 20....

.....  
Co Administrator  
Darrell Pettis

(SEAL)

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 16

---

The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 16

**Order initiating Redetermination of  
Benefits and Appointing Viewers**

---

Commissioner \_\_\_\_\_ made a motion to adopt the following Findings and Order:

**WHEREAS**, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 16, upon the request of landowners within the benefitted area of LCD 16, investigated whether conditions exist to warrant the redetermination of benefits of LCD 16; and

**WHEREAS**, upon investigation, the Board has determined the following:

1. LCD 16 was established in \_\_\_\_\_ and the current benefits roll reflects the benefitted and damaged properties and benefitted and damaged areas as determined in the original proceedings.
2. Since the original determination of benefits and damages land uses and drainage practices have changed to accelerate and increase to flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of LCD 16.
3. Since the original determination of benefits and damages additional lands, not previously determined to be benefitted have improved drainage to take advantage of LCD 16 as an outlet for drainage.
4. Since the original determination of benefits and damages land values have substantially changed within the benefitted area of LCD 16.

[15741-0021/1966386/1]

**THEREFORE**, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 16, finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values and the benefitted areas have changed.

**ORDER**

**IT IS HEREBY ORDERED** that a Redetermination of Benefits, pursuant to Minnesota Statutes 103E.351 is ordered to be completed and that \_\_\_\_\_,

\_\_\_\_\_ and \_\_\_\_\_  
are appointed viewers to redetermine and report the benefits and damages for LCD 16.

The motion was seconded by Commissioner \_\_\_\_\_, and after discussion, the motion \_\_\_\_\_ and the Findings and Order were \_\_\_\_\_ by a vote of \_\_\_\_ yes and \_\_\_\_ no.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER  
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY  
DITCH 16

By \_\_\_\_\_  
Chairperson

[15741-0021/1966386/1]

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 16

The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 16

**Viewer's Oath**

I, \_\_\_\_\_ having been appointed by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 16, a Viewer for the redetermination of benefits and damages for said ditch pursuant to Minnesota Statutes Chapter 103E, do hereby swear or affirm to support the constitutions of the United States and the State of Minnesota and to discharge faithfully the duties of Viewer, according to law and to the best of my judgment and ability, my appointment commencing \_\_\_\_\_, 2015, and expiring upon completion of my duties to the Drainage Authority.

This \_\_\_\_ day of \_\_\_\_\_, 2015

Witnessed this \_\_\_\_ day of \_\_\_\_\_, 2015, by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 16, at a public meeting of the Board held at the \_\_\_\_\_

LE SUEUR COUNTY BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Chairperson

[15741-0021/1966696/1]

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 16

The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 16

**Viewer's Oath**

I, \_\_\_\_\_ having been appointed by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 16, a Viewer for the redetermination of benefits and damages for said ditch pursuant to Minnesota Statutes Chapter 103E, do hereby swear or affirm to support the constitutions of the United States and the State of Minnesota and to discharge faithfully the duties of Viewer, according to law and to the best of my judgment and ability, my appointment commencing \_\_\_\_\_, 2015, and expiring upon completion of my duties to the Drainage Authority.

This \_\_\_\_ day of \_\_\_\_\_, 2015

Witnessed this \_\_\_\_ day of \_\_\_\_\_, 2015, by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 16, at a public meeting of the Board held at the \_\_\_\_\_

LE SUEUR COUNTY BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Chairperson

[15741-0021/1966696/1]

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 16

The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 16

**Viewer's Oath**

I, \_\_\_\_\_ having been appointed by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 16, a Viewer for the redetermination of benefits and damages for said ditch pursuant to Minnesota Statutes Chapter 103E, do hereby swear or affirm to support the constitutions of the United States and the State of Minnesota and to discharge faithfully the duties of Viewer, according to law and to the best of my judgment and ability, my appointment commencing \_\_\_\_\_, 2015, and expiring upon completion of my duties to the Drainage Authority.

This \_\_\_\_ day of \_\_\_\_\_, 2015

Witnessed this \_\_\_\_ day of \_\_\_\_\_, 2015, by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 16, at a public meeting of the Board held at the \_\_\_\_\_

LE SUEUR COUNTY BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Chairperson

[15741-0021/1966696/1]



STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 54

The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 54

**Order initiating Redetermination of  
Benefits and Appointing Viewers**

Commissioner \_\_\_\_\_ made a motion to adopt the following Findings and Order:

**WHEREAS**, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 54, upon a petition filed by the City of Montgomery, Minnesota, a municipality affected by, within the benefitted area of and assessed benefits on LCD 54, investigated whether conditions exist to warrant the redetermination of benefits of LCD 54; and

**WHEREAS**, upon investigation, the Board has determined the following:

1. LCD 54 was established in \_\_\_\_\_ and the current benefits roll reflects the benefitted and damaged properties and benefitted and damaged areas as determined in the original proceedings.
2. Recently, the Board heard and acted upon a request to abate drainage assessments on the former Montgomery Creamery property, since the original benefits to the property were based on discharged from the creamery operation but that operation and those discharges have ceased.
3. Changes in the municipal boundaries of the City of Montgomery have brought benefitting lands into the City.
4. Changes in the City's waste and stormwater systems have changed the nature of the City's use of LCD 54 as an outlet.

[15741-0012/1966707/1]

5. Since the original determination of benefits and damages land uses and drainage practices have changed to accelerate and increase to flow of water to the drainage system changing the nature and value of benefits accruing to lands from construction of LCD 54.
6. Since the original determination of benefits and damages additional lands, not previously determined to be benefitted have improved drainage to take advantage of LCD 54 as an outlet for drainage.
7. Since the original determination of benefits and damages land values have substantially changed within the benefitted area of LCD 54.
8. Various portions of CD 54 may be in need of repair.

**THEREFORE**, the Le Sueur County Board of Commissioners, Drainage Authority for LCD 54, finds that the conditions required for the initiation of a redetermination of benefits exist, that the original benefits and damages do not reflect reasonable present day land values and the benefitted areas have changed; and

**FURTHER**, an inspection of the system is needed to determine whether a repair is necessary for all or a portion of the system.

#### **ORDER**

**IT IS HEREBY ORDERED** that a Redetermination of Benefits, pursuant to Minnesota Statutes 103E.351 is ordered to be completed and that \_\_\_\_\_,

\_\_\_\_\_ and \_\_\_\_\_

are appointed viewers to redetermine and report the benefits and damages for LCD 54; and

that an inspection shall be made of LCD 54 and a condition report prepared for presentation to the Drainage Authority along with recommendations, if necessary, of the repair needed to

[15741-0012/1966707/1]

restore all or a part of a drainage system as nearly as practicable to the same hydraulic capacity as originally constructed and subsequently improved.

The motion was seconded by Commissioner \_\_\_\_\_, and after discussion, the motion \_\_\_\_\_ and the Findings and Order were \_\_\_\_\_ by a vote of \_\_\_\_ yes and \_\_\_\_ no.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER  
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY  
DITCH 54

By \_\_\_\_\_  
Chairperson

[15741-0012/1966707/1]

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 54

The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 54

**Viewer's Oath**

I, \_\_\_\_\_ having been appointed by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 54, a Viewer for the redetermination of benefits and damages for said ditch pursuant to Minnesota Statutes Chapter 103E, do hereby swear or affirm to support the constitutions of the United States and the State of Minnesota and to discharge faithfully the duties of Viewer, according to law and to the best of my judgment and ability, my appointment commencing \_\_\_\_\_, 2015, and expiring upon completion of my duties to the Drainage Authority.

This \_\_\_\_ day of \_\_\_\_\_, 2015

Witnessed this \_\_\_\_ day of \_\_\_\_\_, 2015, by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 54, at a public meeting of the Board held at the \_\_\_\_\_

LE SUEUR COUNTY BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Chairperson

[15741-0012/1966841/1]

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 54

The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 54

**Viewer's Oath**

I, \_\_\_\_\_ having been appointed by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 54, a Viewer for the redetermination of benefits and damages for said ditch pursuant to Minnesota Statutes Chapter 103E, do hereby swear or affirm to support the constitutions of the United States and the State of Minnesota and to discharge faithfully the duties of Viewer, according to law and to the best of my judgment and ability, my appointment commencing \_\_\_\_\_, 2015, and expiring upon completion of my duties to the Drainage Authority.

This \_\_\_\_ day of \_\_\_\_\_, 2015

Witnessed this \_\_\_\_ day of \_\_\_\_\_, 2015, by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 54, at a public meeting of the Board held at the \_\_\_\_\_

LE SUEUR COUNTY BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Chairperson

[15741-0012/1966841/1]

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 54

The matter of the Redetermination of Benefits  
for Le Sueur County Ditch 54

**Viewer's Oath**

I, \_\_\_\_\_ having been appointed by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 54, a Viewer for the redetermination of benefits and damages for said ditch pursuant to Minnesota Statutes Chapter 103E, do hereby swear or affirm to support the constitutions of the United States and the State of Minnesota and to discharge faithfully the duties of Viewer, according to law and to the best of my judgment and ability, my appointment commencing \_\_\_\_\_, 2015, and expiring upon completion of my duties to the Drainage Authority.

This \_\_\_\_ day of \_\_\_\_\_, 2015

Witnessed this \_\_\_\_ day of \_\_\_\_\_, 2015, by the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch 54, at a public meeting of the Board held at the \_\_\_\_\_

LE SUEUR COUNTY BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Chairperson

[15741-0012/1966841/1]

STATE OF MINNESOTA  
LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E  
FOR LE SUEUR COUNTY DITCH 58

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The matter of the Repair of Branch 2 of Le  
Sueur County Ditch 58

---

**Order initiating Repair**

Commissioner \_\_\_\_\_ made a motion to adopt the following Findings and Order:

**WHEREAS**, the Le Sueur County Board of Commissioners, Drainage Authority for Le Sueur County Ditch (LCD) 58, upon concerns expressed by owners of property benefited by the drainage system in the vicinity of Branch 2 of LCD 58, directed an inspection of a portion of the drainage system and preparation of a condition report along with recommendations for repair, if necessary to restore the drainage system as nearly as practicable to the same hydraulic capacity as originally constructed and subsequently improved.

**WHEREAS**, the inspection was completed and the consulting engineer reported that Branch 2 of LCD 58 is failing and in need of repair; and

**WHEREAS**, the consulting engineer has presented two options for repair that will restore the hydraulic capacity of the system and protect the system from further deterioration; and

**WHEREAS**, the repair options presented are feasible and consistent with the statutory definition of repair; and

**WHEREAS**, during an informational meeting regarding the possible repair, landowners expressed concerns about the cost of the repair alternatives and also expressed concerns about the functionality of the repair alternatives; and

[15741-0020/1966845/1]

1

**WHEREAS**, the Board requested that the consulting engineer evaluate a third repair option that will more closely follow the original alignment of the drainage system, provide similar functionality and possibly be of lower cost; and

**WHEREAS**, based upon the drainage system investigation and the condition report, the Board has determined the following:

1. Branch 2 of LCD 58 if failing and in need of repair.
2. The repair of Branch 2 of LCD 58 is necessary to restore the hydraulic efficiency of the system and to protect the system from further deterioration.

#### **ORDER**

**THEREFORE, IT IS HEREBY ORDERED** that Branch 2 of LCD 58 be repaired and that the consulting engineer prepare plans and specifications for a preferred repair alternative after considering the three options directed by the Board and determining the most cost effective repair alternative; and

**FURTHER**, that the assessment for repair of Branch 2 or LCD 58 be divided over a period of at least 2 years in order to satisfy the requirements of statutes section 103E.705, subd. 6 which limits annual repair assessments to an amount less than \$100,000.



The motion was seconded by Commissioner \_\_\_\_\_, and after discussion, the motion \_\_\_\_\_ and the findings and order were \_\_\_\_\_ by a vote of \_\_\_\_ yes and \_\_\_\_ no.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

LE SUEUR COUNTY BOARD OF COMMISSIONERS  
SEATED AS DRAINAGE AUTHORITY UNDER  
STATUTES CHAPTER 103E FOR LE SUEUR COUNTY  
DITCH 58

By \_\_\_\_\_  
Chairperson

# **AGREEMENT**

(Revised January 6, 2015)

**THIS AGREEMENT, made this 6th day of January, 2015, by and between the City of Elysian, County of LeSueur, State of Minnesota, a municipal corporation, first party, David D. Tietz, Sheriff of LeSueur County, Minnesota, second party,**

**WITNESSED:**

**WHEREAS, said first party is an incorporated city lying within the territorial limits of LeSueur County, Minnesota, and is desirous of furnishing adequate and efficient police service to the residents of the City of Elysian and,**

**WHEREAS, it is the mutual desire of the parties hereto to enter into an Agreement, pursuant to Chapter 415, Laws of 1961, which statute authorizes Sheriff's to enter into contract of this nature for the furnishing of police services.**

**NOW THEREFORE, it is agreed upon by and between the parties as follows:**

## **I**

**That the said second party does hereby agree to furnish to the first party, police service in the City of Elysian, for the period of one year from January 6, 2015, subject to review after six (6) months by request of any of the parties hereto. Said police service to be furnished a minimum of 1.5 hours per day, 5 days per week for a total of 30 hours per month, or additional hours as contracted at the option of the first party, shall be provided at the rate of \$35.00 per hour.**

## **II.**

**That said police services shall consist of one Deputy Sheriff who will be furnished with a police car equipped with a 2-way radio in communication with the Law Enforcement Center in LeCenter, Minnesota, and said party also to be subject to call for regular duties a Deputy Sheriff in other areas in the county whenever needed. In the event of the urgent need for his service outside the City of Elysian during his/her hours of duty at the City of Elysian, that said Deputy Sheriff shall perform said urgent duty and shall leave his/her post in Elysian, Minnesota for that purpose. Further, that said Deputy Sheriff shall be at all times an employee of the County of LeSueur and not be an employee of the City of Elysian.**

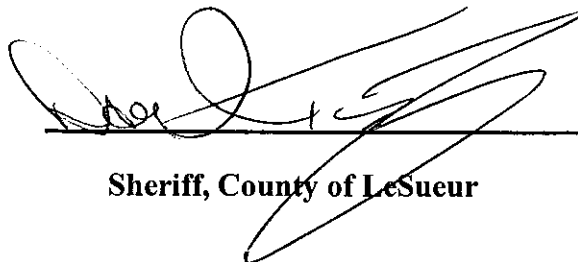
III.

The parties hereto do further mutually agree that the police car to be furnished shall be owned by the County of LeSueur.

IN TESTIMONY WHEREOF, both parties hereunto have set their hands the day and year first written above.



Mayor, City of Elysian



Sheriff, County of LeSueur

ATTEST:



Elysian City Administrator

A resolution approving the foregoing contract was duly adopted at a meeting of the LeSueur County Board of Commissioners in the Courthouse in the City of LeCenter on the \_\_\_\_\_ day of January, 2015.

\_\_\_\_\_  
Auditor, County of LeSueur

LeCenter, Minnesota

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# **Le Sueur County, MN**

**Tuesday, February 3, 2015**

**Board Meeting**

## **Item 7**

**9:45 a.m. Joe Stangel, MNDNR and Josh Kavanaugh, Ducks Unlimited  
(30 min)**

***RE: County Board Notification of Acquisitions at Sanborn Lake***

**Staff Contact:**



311 EAST LAKE GENEVA ROAD, ALEXANDRIA, MINNESOTA 56308 • (320) 762-9916 • FAX (320) 759-1567 • [jschneider@ducks.org](mailto:jschneider@ducks.org)

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*Jon P. Schneider*

*Manager – Minnesota Conservation Programs*

December 31, 2014

Commissioner David Gliszinski  
Le Sueur County Board of Commissioners  
88 South Park Avenue  
Le Center, Minnesota 56507

**Subject:** Notification of land acquired in Sections 35 and 36 of Lanesburgh Township (T112N, R23W) in Le Sueur County for donation to the state and inclusion in the Sanborn Lake Wildlife Management Area, as required by M.L. 2013, Chapter 137, Article 1, Section 2, Subd. 4(c)

Dear Commissioner Gliszinski and Le Sueur County Board of Commissioners:

This letter is to inform you of our recent purchase of three parcels of land in Lanesburgh Township on the south side of Sanborn Lake in Sections 35 and 36 in Le Sueur County. These three parcels were purchased for donation to the State of Minnesota for inclusion in the new Sanborn Lake state Wildlife Management Area (WMA). Please see the map attached. The acquisitions include 87 acres and 126 acres purchased from Adeline Dietz and 23 acres purchased from David and Amy Peterson. Ducks Unlimited and Minnesota Department of Natural Resources (DNR) staff are available to attend a future meeting of the County Board of Commissioners to discuss these recent land acquisitions and donations to the Minnesota DNR.

Ducks Unlimited purchased these lands in 2014 through our affiliate land holding organization, Wetlands America Trust. As required by the state Outdoor Heritage Fund appropriation statute above, we are notifying you of these land acquisitions and donations to the Minnesota DNR. The land is comprised of cropland, wetland and trees. Ducks Unlimited paid taxes in full during our brief ownership in 2014, and Minnesota DNR will make "Payment In Lieu of Taxes" (PILT) in future years.

These land acquisitions were funded through a state Outdoor Heritage Fund (Legacy Amendment) appropriation to Ducks Unlimited in 2013 for "Shallow Lake & Wetland Protection Program - Phase III", M.L. 2013, Chapter 137, Article 1, Section 2, Subdivision 4(c), as recommended by the Lessard-Sams Outdoor Heritage Council. These state "dedicated conservation funds" resulted from passage of the Clean Water, Land, & Legacy Amendment to Minnesota's Constitution by Minnesota voters in November 2008.

Although a county board resolution is required to approve state Wildlife Management Area acquisitions made directly by the Minnesota DNR, donations of land to the DNR from non-profit conservation groups such as Ducks Unlimited do not require such approval. Donations of land purchased using state OHF grant fund to the Minnesota DNR require only county board notification, and discussion if requested. Minnesota DNR staff will contact you to discuss this land donation further, but please let me know if you have any questions or concerns.

Sincerely,

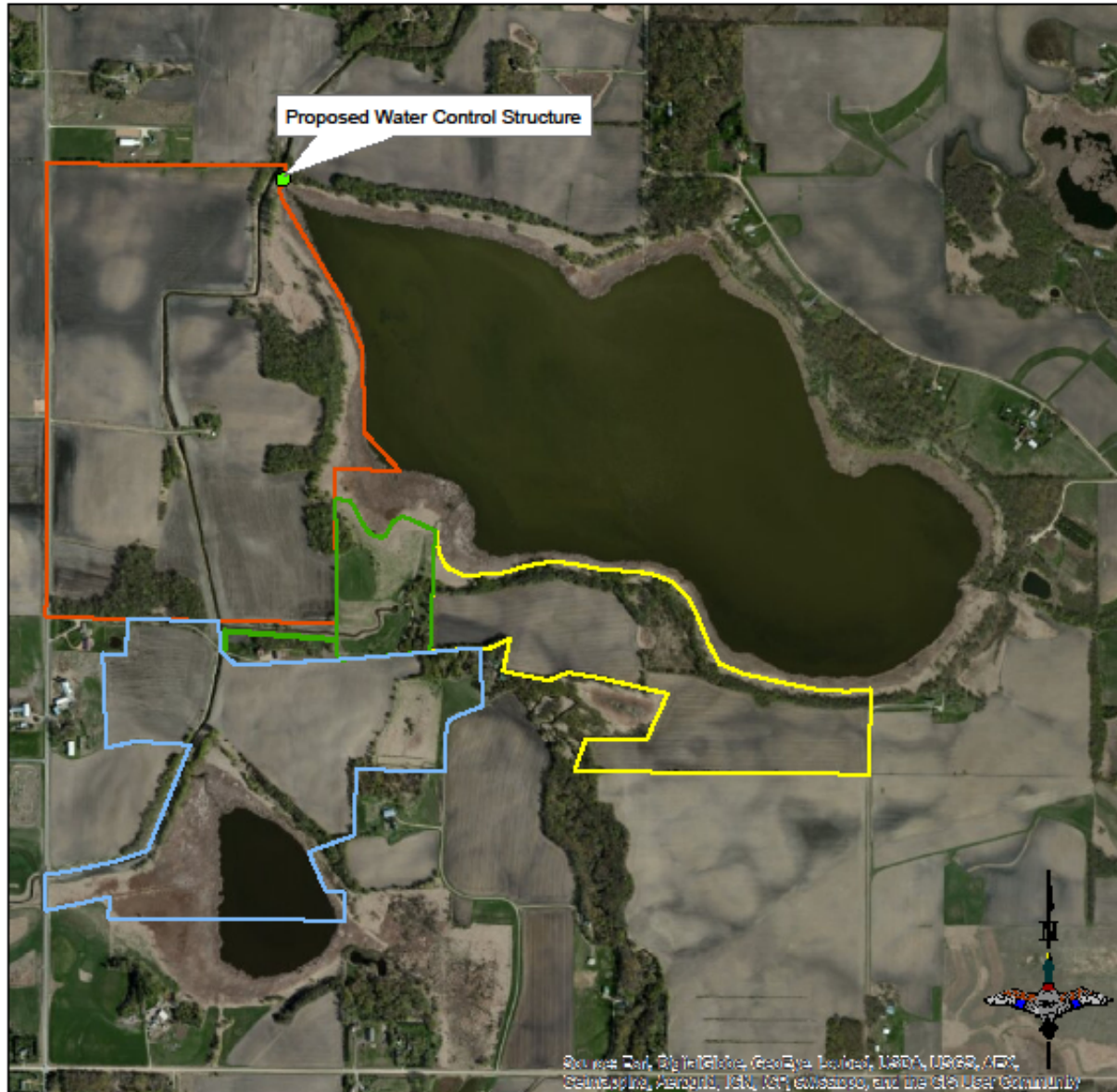
Jon P. Schneider  
Manager – Minnesota Conservation Programs

**Copies:** Joseph Stangel, Nicollet Area Wildlife Manager - Minnesota DNR  
Josh Kavanagh, Regional Biologist – Ducks Unlimited

*LEADER IN WETLANDS CONSERVATION*

## Sanborn Lake

Le Sueur County, MN



**LIVING  
LAKES**



- Sanborn Lake WMA
- Dietz Acquisition (87.31 acres)
- Dietz II Acquisition (aprx. 133 acres)
- Peterson Acquisition (22.90 acres)



*LEADER IN WETLANDS CONSERVATION*



ERAN SANDQUIST  
State Coordinator - MN  
410 Lincoln Ave South (Box 91)  
South Haven, MN 55382

Phone: (763) 242-1273  
Fax: (320) 236-7755  
Email: [esandquist@pheasantsforever.org](mailto:esandquist@pheasantsforever.org)

January 21st, 2015

Le Sueur County Commissioners  
88 South Park Avenue  
Le Center, MN 56057

Dear Commissioners:

Pheasants Forever has received an appropriation from the Legislature as recommended by the Lessard-Sams Outdoor Heritage Council to purchase a 217.54 acre State Wildlife Management Area (WMA) within your county described as:

**N1/2 NW1/4 Sect. 35 and GL 1, GL 2, & W1/2 SW1/4 Sect 26-112-23 w/ exc.**

The family that owns this property is very interested in seeing their land conserved as wildlife habitat and available for public use.

Whereas, a county board resolution is required for MN-DNR Wildlife Management Area direct acquisitions, donations of WMA land by conservation groups like Pheasants Forever utilizing Lessard-Sams Outdoor Heritage (Legacy) Council funding requires county board notification. If necessary, Pheasants Forever is available to discuss with the board this important WMA. As always, State of Minnesota PILT payments will be made to Le Sueur County when this parcel becomes state WMA land.

Pheasants Forever intends to donate this parcel to the Minnesota DNR, Section of Wildlife as Sanborn Lake WMA.

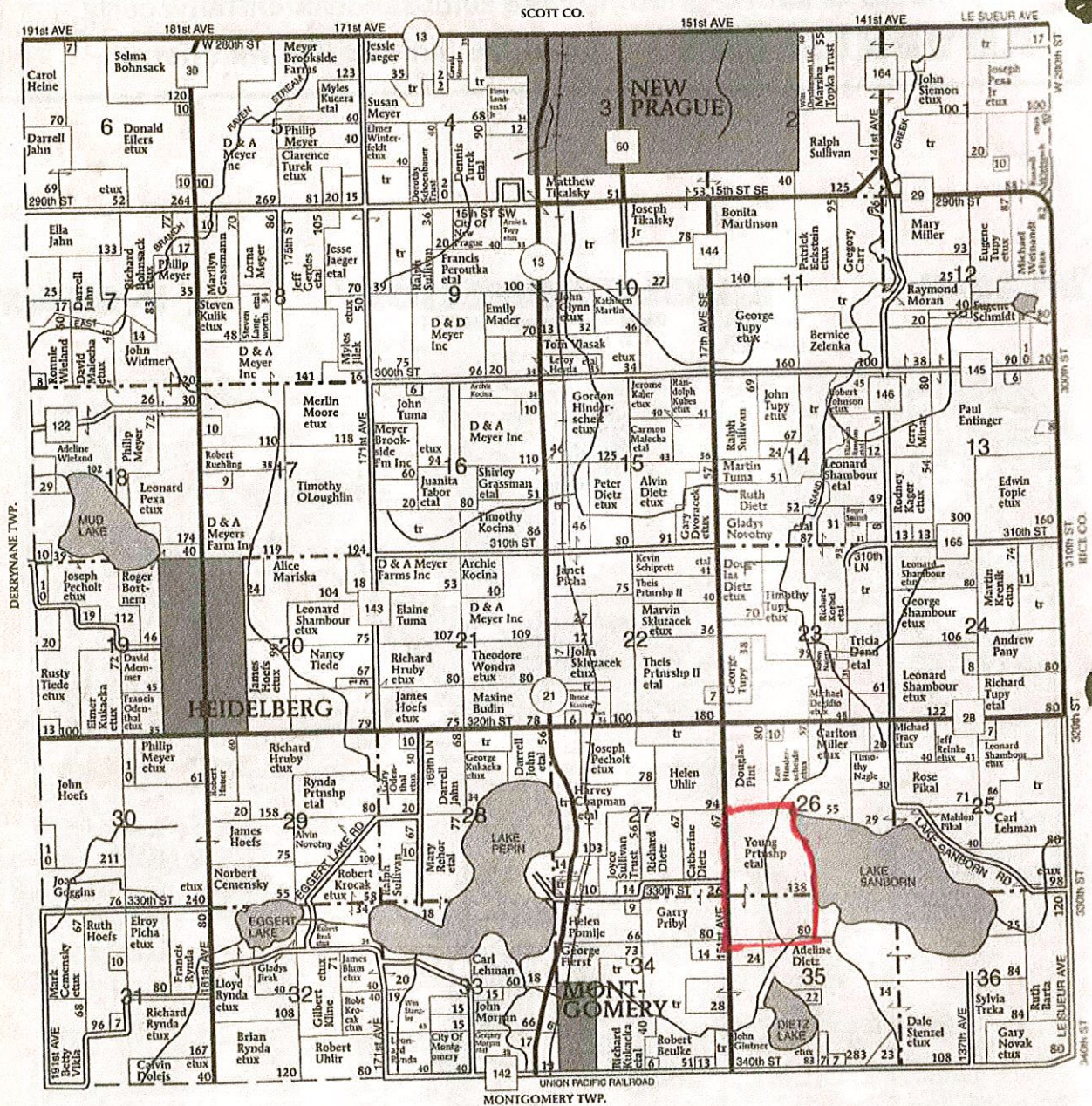
The purpose of this letter is to inform you of this upcoming transaction and allow for any discussion you feel necessary.

Sincerely,

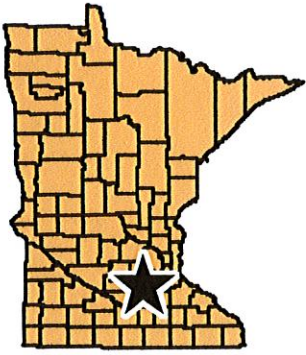
Eran Sandquist  
State Coordinator - MN  
Pheasants Forever Inc.

Cc: Joseph Stangel, Area Wildlife Supervisor, MN Department of Natural Resources



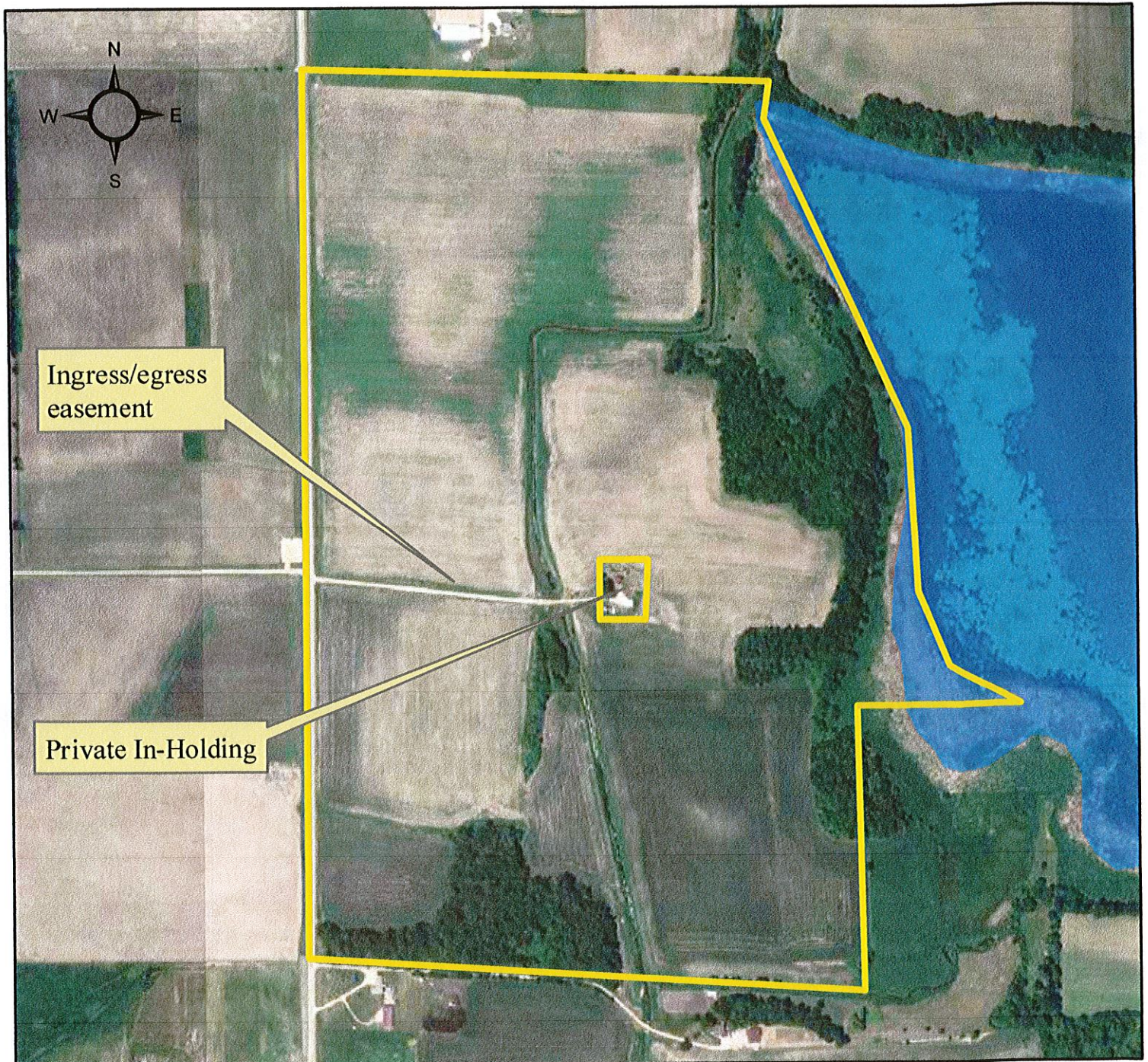
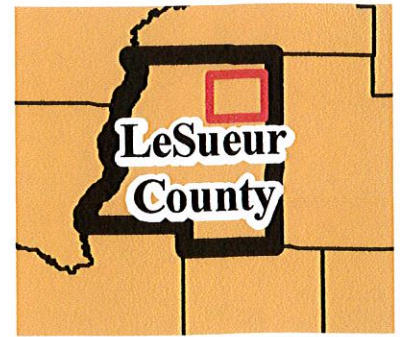






# Sanborn WMA

Lanesburgh Township  
T112N, R23W, S26,35  
Approximatley 217.54 acres



 **Subject Property**

0 0.1 0.2  
Miles