



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
COMMISSION CHAMBER  
April 7, 2015**

1.       **9:00 a.m. Agenda and Consent Agenda**  
RE: March 24, 2015 Minutes and Summary Minutes  
RE: March 31, 2015 Minutes and Summary Minutes  
RE: CD #59 Repair Request  
RE: CD #21 Repair Request  
RE: CD #43 Repair Request
  
2.       **9:05 a.m. Claims (10 min)**
  
3.       **9:15 a.m. Human Services Copier Lease (5 min)**
  
4.       **9:20 a.m. U of MN Extension, David Foley (10 min)**  
RE: bids for PA system in 4-H Building
  
5.       **9:30 a.m. Jim Mc Millen, Maintenance (10 min)**  
RE: Pickup Bids
  
6.       **9:40 a.m. Human Resources (10 min.)**
  
7.       **9:50 a.m. Darrell Pettis, Administrator/Engineer**  
RE: Ditch #16 Viewers  
RE: AET CSAH 3 Project Testing  
RE: Pumpkin Hill Right of Way Plat Approval

RE: Approve CSAH 3 SAP 40-603-025 Contract

8. **10:00 a.m. German-Jefferson Public Hearing**
9. **Future Meetings**



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# Le Sueur County, MN

Tuesday, April 7, 2015

## Board Meeting

### Item 1

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

*RE: March 24, 2015 Minutes and Summary Minutes*

*RE: March 31, 2015 Minutes and Summary Minutes*

*RE: CD #59 Repair Request*

*RE: CD #21 Repair Request*

*RE: CD #43 Repair Request*

Staff Contact:

## **Minutes of Le Sueur County Board of Commissioners Meeting March 24, 2015**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, March 24, 2015 at 9:00 a.m. in the Courthouse at 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.

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

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

- Approved the March 17, 2015 County Board Minutes and Summary Minutes.
- Approved 3.2 Liquor Licenses for Beaver Dam Resort and Waterville Baseball Club.
- Approved the Repair Request for JD #1 in Tyrone Twp, Section #2.

Kathy Brockway, Environmental Services, appeared before the Board with several items for discussion and approval.

On motion by Connolly, seconded by Rohlfsing and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to JESSE & TAMMY SAMUELSON, CLEVELAND, MN, (APPLICANT/OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to establish and operate an off-sale liquor store in a Recreational Commercial "RC" District on a Recreational Development "RD" lake, Lake Jefferson. Property is located in Government Lot 1, Section 3, Cleveland Township. Findings are on file at the Planning and Zoning Office. The application is approved as written.

On motion by King, seconded by Gliszinski and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to TIM & CHRISTINE TUPY, NEW PRAGUE, MN, (APPLICANT/OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to transfer the development right from the NE 1/4 SW 1/4 to the SW 1/4 NW 1/4 in an Agriculture "A" District. Property is located in the W 1/2, Section 23, Lanesburgh Township. Findings are on file at the Planning and Zoning Office. The application is approved as written.

On motion by Rohlfsing, seconded by Connolly and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to LAKE WASHINGTON IMPROVEMENT ASSOCIATION, (APPLICANT); KEVIN CLINTON, COLLETTE BIEHN KRENIK, MARTHA WEISGRAN (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating and filling of 3,408 cubic yards of material for the reconstruction of a sediment pond in an Agriculture "A" District. Property is located in the N 1/2 SW 1/4, Section 9, Washington Township. The application is approved with the following condition: approval of the application as written with an on-going agreement between the Lake Association and Landowners in place for the maintenance of the ponds. Findings are on file at the Planning and Zoning Office.



Dave Schreiber appeared before the Board to discuss the County Park in Lexington and general usage of ATVs and dirt bikes.

Darrell Pettis, Administrator/Engineer came before the Board with several items for discussion and approval.

On motion by Rohlfsing, seconded by Connolly and unanimously approved, the Board approved the bid opening date of May 1, 2015 at 1:00 p.m. for the following projects:

- CSAH 28 CIR and Overlay, CR 104 and CR 107 Bituminous Overlay, CSAH 14 Final Bituminous Overlay, C&G and Bit Surface
- County Wide Bituminous Seal Coating
- CSAH 26 and CSAH 28 Microsurfacing
- 2015 County Wide Restriping

On motion by Gliszinski, seconded by Rohlfsing and unanimously approved, the Board approved the recommendation to hire Tom Holicky as a Seasonal Park Caretaker, in the Parks Department, for the Lake Washington County Park, effective April 1, 2015.

On motion by Rohlfsing, seconded by King and unanimously approved, the Board approved the recommendation to hire Sue Holicky as a Seasonal Park Caretaker, in the Parks Department, for the Lake Washington County Park, effective April 1, 2015.

On motion by Connolly, seconded by King and unanimously approved, the Board approved the recommendation to promote Dave O'Malley, full time Building and Grounds Technician, Grade 4, Step 10 at \$20.43 per hour to a full time Facility and Grounds Staff, Grade 5, Step 9 at \$20.92 per hour, effective March 23, 2015.

On motion by Rohlfsing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to promote Scott Blaschko, full time Building and Grounds Technician, Grade 4, Step 4 at \$16.58 per hour to a full time Facility and Grounds Staff, Grade 5, Step 3 at \$16.96 per hour, effective March 23, 2015.

On motion by King, seconded by Rohlfsing and unanimously approved, the Board approved the recommendation to approve and sign the Memorandum of Understanding with Le Sueur County and the Teamsters Local No. 320 Court House union revising Section 12.2 to add language to the promotional step increase.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the recommendation to accept the retirement request of David Blum, full time Deputy Sheriff in the Sheriff's Office, effective April 29, 2015.

On motion by King, seconded by Rohlfsing and unanimously approved, the Board approved the recommendation to post and advertise for a full time Deputy Sheriff in the Sheriff's Office as a Grade 10, Step 1 at \$21.55 per hour.

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, March 31, 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, March 24, 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, March 24, 2015 at 9:00 a.m. in the Courthouse at 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 amended agenda for the business of the day. (Connolly-Rohlfsing)

● The Board approved the consent agenda: (Gliszinski-King)

- Approved the March 17, 2015 County Board Minutes and Summary Minutes.

- Approved 3.2 Liquor Licenses for Beaver Dam Resort and Waterville Baseball Club.

- Approved the Repair Request for JD #1 in Tyrone Twp, Section #2.

● Approved via roll call vote 5-0, the Board granted a Conditional Use Permit to JESSE & TAMMY SAMUELSON, CLEVELAND, MN, (APPLICANT/OWNER): Request that the County grant a Conditional Use Permit to allow the applicant to establish and operate an off-sale liquor store in a Recreational Commercial "RC" District on a Recreational Development "RD" lake, Lake Jefferson. Property is located in Government Lot 1, Section 3, Cleveland Township. Findings are on file at the Planning and Zoning Office. The application is approved as written. (Connolly-Rohlfsing)

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● Approved via roll call vote 5-0, the Board granted a Conditional Use Permit to LAKE WASHINGTON IMPROVEMENT ASSOCIATION, (APPLICANT); KEVIN CLINTON, COLLETTE BIEHN KRENIK, MARTHA WEISGRAN (OWNER): Request that the County grant a Conditional Use Permit to allow grading, excavating and filling of 3,408 cubic yards of material for the reconstruction of a sediment pond in an Agriculture "A" District. Property is located in the N 1/2 SW 1/4, Section 9, Washington Township. The application is approved with the following condition: approval of the application as written with an on-going agreement between the Lake Association and Landowners in place for the maintenance of the ponds. Findings are on file at the Planning and Zoning Office. (Rohlfsing-Connolly)

● The Board approved the bid opening date of May 1, 2015 at 1:00 p.m. for the following projects: (Rohlfsing-Connolly)

1. CSAH 28 CIR and Overlay, CR 104 and CR 107 Bituminous Overlay, CSAH 14 Final Bituminous Overlay, C&G and Bit Surface
2. County Wide Bituminous Seal Coating
3. CSAH 26 and CSAH 28 Microsurfacing
4. 2015 County Wide Restriping

● The Board approved the recommendation to hire Tom Holicky as a Seasonal Park Caretaker, in the Parks Department, for the Lake Washington County Park, effective April 1, 2015. (Gliszinski-Rohlfsing)

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● The Board approved the recommendation to promote Dave O'Malley, full time Building and Grounds Technician, Grade 4, Step 10 at \$20.43 per hour to a full time Facility and Grounds Staff, Grade 5, Step 9 at \$20.92 per hour, effective March 23, 2015. (Connolly-King)

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- The Board approved the recommendation to approve and sign the Memorandum of Understanding with Le Sueur County and the Teamsters Local No. 320 Court House union revising Section 12.2 to add language to the promotional step increase. (King-Rohlfing)
  - The Board approved the recommendation to accept the retirement request of David Blum, full time Deputy Sheriff in the Sheriff's Office, effective April 29, 2015. (Gliszinski-Connolly)
  - The Board approved the recommendation to post and advertise for a full time Deputy Sheriff in the Sheriff's Office as a Grade 10, Step 1 at \$21.55 per hour. (King-Rohlfing)
  - The Board adjourned until Tuesday, March 31, 2015 at 9:00 a.m. (Connolly-King)
- ATTEST:Le Sueur County Administrator      Le Sueur County Chairman**

## Minutes of Le Sueur County Board of Commissioners Meeting March 31, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, March 31, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlfsing, Dave Gliszinski, John King and Joe Connolly. Lance Wetzel was excused. Also present were Darrell Pettis and Brent Christian.

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

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved to award the Fifth Street (CSAH 3) SAP 40-603-025 Area Street and Utility Improvement Project contract to S.M. Hentges & Sons, Inc. in the amount of \$4,942,638.60.

Bidder	Base Bid	Add/Alternate 1 Mill & Overlay Option	Add/Alternate 2 Reclamation Option	Add/Alternate 3 Cured-in-Place Pipe Lining	Add/Alternate 4 Gas Main Removal
Engineer's Estimate	\$4,728,463.25	\$22,662.00	\$91,030.00	\$53,900.00	\$92,655.00
S.M. Hentges & Sons, Inc. Jordan, MN	\$4'793'008.55	\$16,320.00	\$67,691.00	\$40,502.00	\$41,437.05
Chard Tiling & Excavating, Inc. Belle Plaine, MN	\$5,118,808.50	\$23,722.50	\$88,880.00	\$53,900.00	\$34,640.50
A-1 Excavating Inc. Bloomer, WI	\$5,489,010.25	\$24,454.00	\$72,597.00	\$50,820.00	\$19,704.00
R. L. Larson Excavating, Inc. St. Cloud, MN	\$5,753,202.60	\$18,725.00	\$77,746.00	\$41,580.00	\$39,408.00
Veit & Company, Inc. Rogers, MN	\$5,899,000.00	\$16,867.50	\$84,903.00	\$66,220.00	\$26,444.50

On motion by Connolly, seconded by Rohlfsing and unanimously approved, the Board adjourned until Tuesday, April 7, 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, March 31, 2015**

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●The Board adjourned until Tuesday, April 7, 2015 at 9:00 a.m. (Connolly-Rohlffing)

**ATTEST: Le Sueur County Administrator**

**Le Sueur County Chairman**

## REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 59 located in Elysian township(s).

Signed

Address & Phone No:

Steve Tolyman

46190 211<sup>th</sup> Ave Waterville 56086 MI

Date: March 17, 2015

Description of problem: Ditch Banks have slid  
down in some areas of Ditch #59

Need's cleaning

4-1, 15

Roger Ruhland





- LSC Ditches
- ▭ Parcels
- ▭ Civil Townships
- ▭ Sections

1:6,000 1 inch = 500 feet

500 250 0 500 Feet

Maps are for graphical purposes only. They do not represent a legal survey.

Le Sueur SWCD  
181 W. Minnesota St.  
Le Center, MN 56057  
(507) 357-4879 Ext. 3  
Fax: (507) 357-6982

Le Sueur County  
Soil and Water  
Conservation District



## REPAIR REQUEST

We, the undersigned land owners; do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 21 located in LEXINGTON township(s).  
Section 28

Signed

Address & Phone No.

Joe Schuesser 888 E DERRINANE ST.  
PH. 507 469 0432

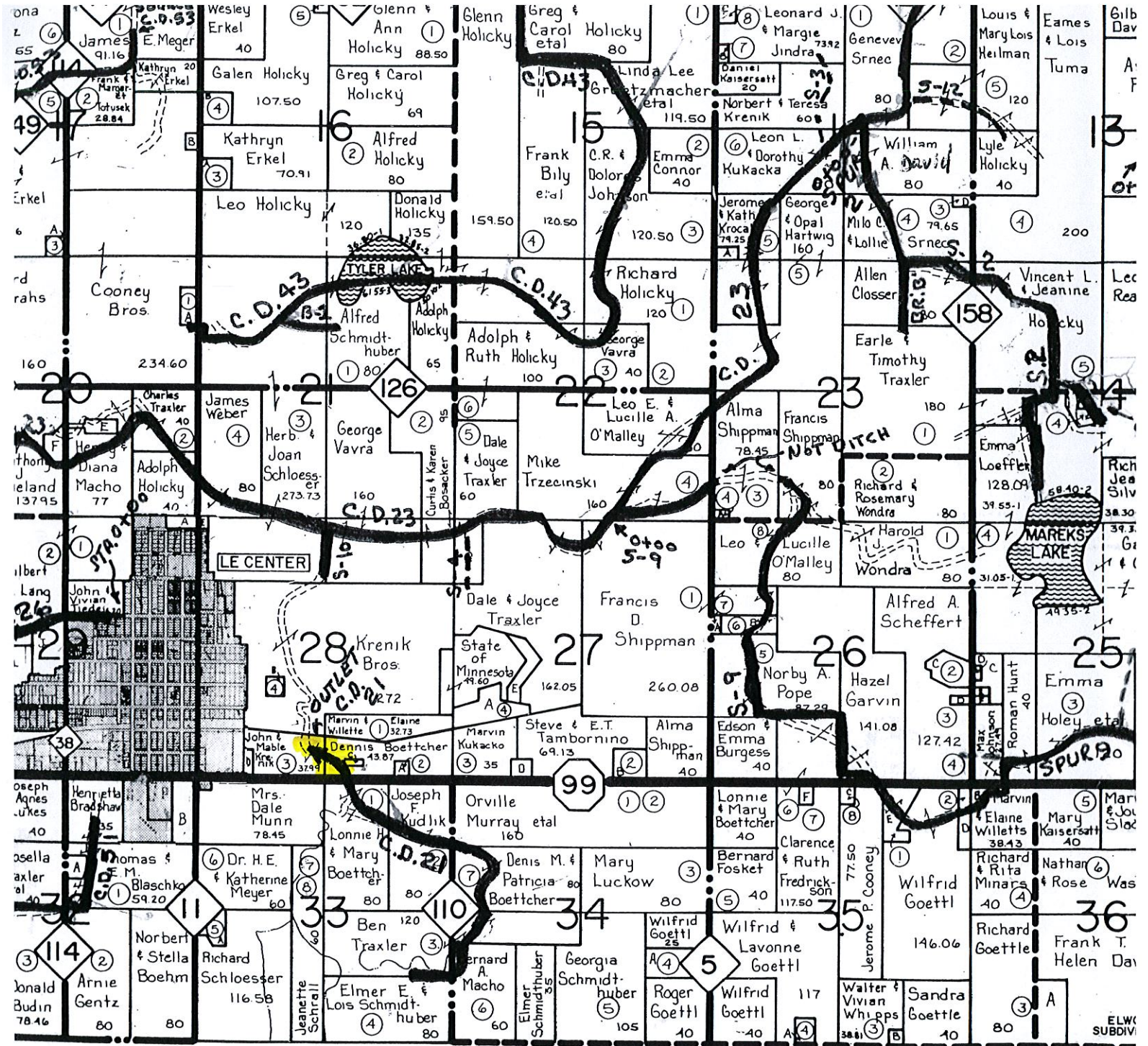
Date: 3/26/15

Description of problem: WASHING OUT NEXT TO  
CULVERT

Repair needed

4-2, 2015

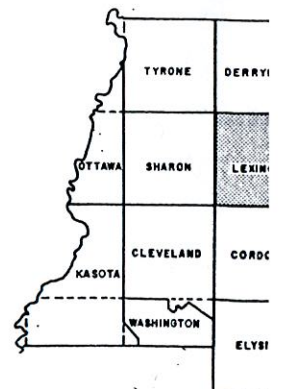
Roger Ruhland



SMALL TRACT OWNERS

TOWNS

SEE SMALL TRACT SECTION FOLLOWING TOWNSHIP MAPS





## REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 43 located in Section 22 Lexington township(s).

Signed

Address & Phone No:

Leo Holick

507-420-5657

35564 229 Ave

Date: 4-2-15

Description of problem: Ditch Bank slides

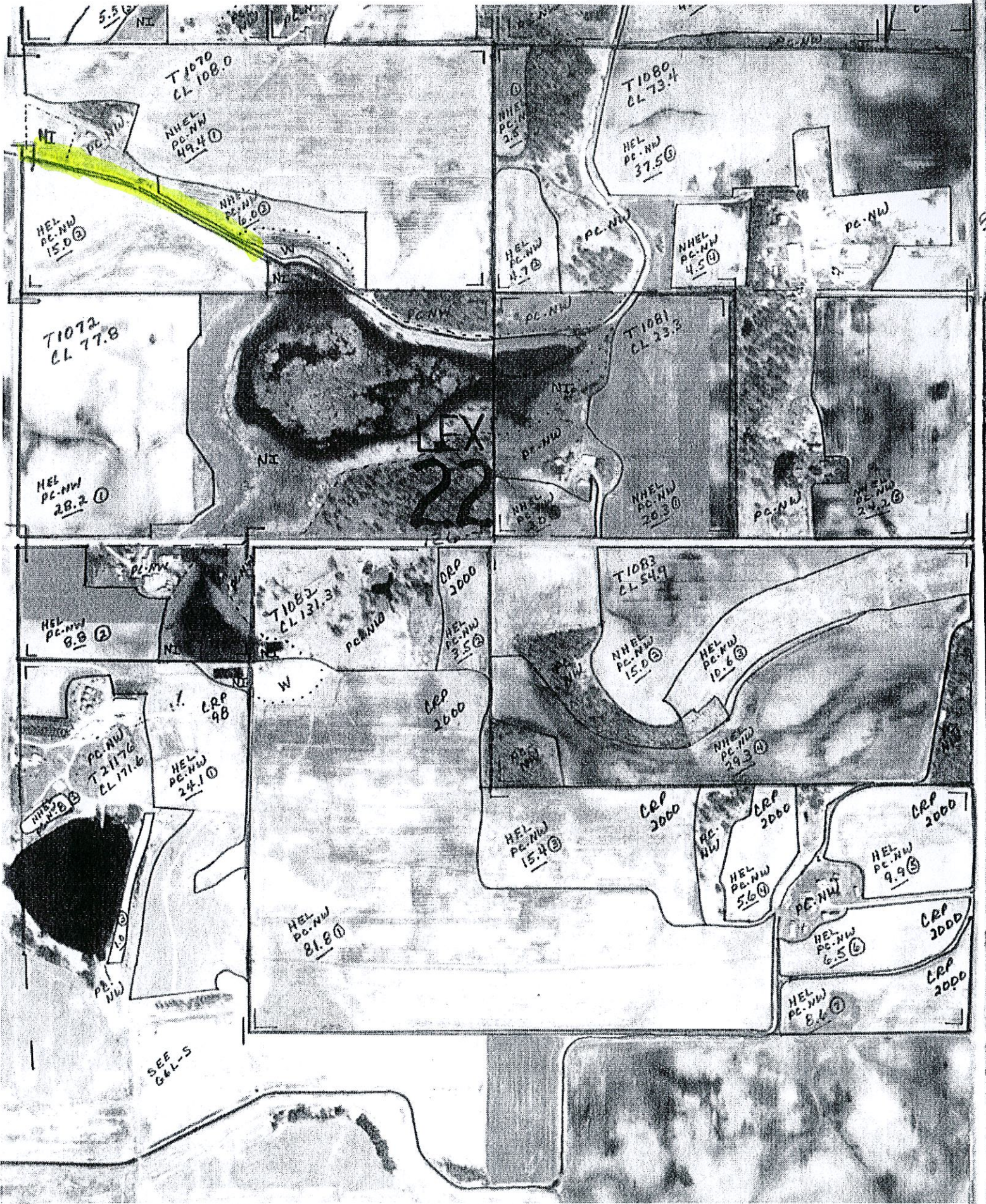
Needs to be repaired

Progn Rubland

4-2, 2015



T=Tract Number W=Wetland FW=Farmed Wetland NW=Non-Wetland	MT=Multiple Tract Number CW=Converted Wetland NA=Non-Agricultural AW=Artificial Wetland	HEL=Highly Erodible Land NHEL=Non-Highly Erodible PC=Prior Converted Wetland ECW=Exempt (Commenced) CW	MW=Minimal Effect Wetland (Exempt) MWC, MWM, MWR=See SWCD NC=Non-cropland NI=Non-inventoried
COUNTY LE SUEUR	NOT TO SCALE	REPRODUCED 2001	CROP YEAR 2001
			PHOTO NO G6L







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# **Le Sueur County, MN**

**Tuesday, April 7, 2015**

**Board Meeting**

## **Item 2**

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

**Staff Contact:**



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# **Le Sueur County, MN**

**Tuesday, April 7, 2015**

**Board Meeting**

## **Item 3**

**9:15 a.m. Human Services Copier Lease (5 min)**

**Staff Contact: Kari Jo Sowieja**



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# **Le Sueur County, MN**

**Tuesday, April 7, 2015**

**Board Meeting**

## **Item 4**

**9:20 a.m. U of MN Extension, David Foley (10 min)**

*RE: bids for PA system in 4-H Building*

Staff Contact: David Foley





Bob Strand  
 Technical Solutions  
 Madison Lake, MN 56063  
 507-243-4590  
[Bob@TechnicalSolutionsMN.com](mailto:Bob@TechnicalSolutionsMN.com)

Nancy Domonoske  
 University of Minnesota Extension, Le Sueur County  
 88 South Park Ave.  
 Le Center, MN 56057  
 507-3578230

#### Sound System for 4H Building

15ea	Bogan HFCS1 In Ceiling Speaker	\$90.00	\$1,350.00
15ea	Bogan TBCR Tile Bridge Support	\$21.25	\$318.75
1ea	Behringer MA6018 Mixer/Amplifier 180W	\$436.25	\$436.25
1ea	Behringer CP600UL wall control panel	\$62.00	\$62.00
1ea	Sure BLX1288/CVL-H8 Combo Handheld and Lavalier	\$642.50	\$642.50
1ea	RDL RCX-J3S Wall Plate with mic and audio connections	\$99.00	\$99.00
4ea	3ft Microphone cables	\$7.25	\$29.00
300ft	18/2 Speaker Wire	\$0.15	\$45.00
200ft	22/2 Shielded Microphone wire	\$0.12	\$24.00
75ft	Cat 5e for wall control	\$0.38	\$28.50
1ea	Misc Installation Cables and Materials	\$50.00	\$50.00
1ea	Lockable Wall Cabinet (used like new will donate)	\$550.00	\$0.00
20hrs	Labor	\$65.00	\$1,300.00
Project Sub Total			<u>\$4,385.00</u>
Sales Tax			<u><del>\$212.09</del></u>
Total			<u><del>\$4,597.09</del></u>

#### Speakers for Back Room

2ea	Atlas Sound GA-15T Horn Speaker	\$65.00	\$130.00
1ea	Atlas Sound AT100 Volume Control	\$28.75	\$28.75
150ft	18/2 Speaker Wire	\$0.15	\$22.50
1ea	Installation Materials	\$15.00	\$15.00
10hrs	Labor	\$65.00	\$650.00
Project Sub Total			<u>\$846.25</u>
Sales Tax			<u><del>\$13.50</del></u>
Total			<u><del>\$859.75</del></u>

#### Speakers for Outside



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# Le Sueur County, MN

Tuesday, April 7, 2015

Board Meeting

## Item 5

**9:30 a.m. Jim Mc Millen, Maintenance (10 min)**

*RE: Pickup Bids*

Staff Contact:

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**McMillen, Jim**

**From:** McMillen, Susie  
**Sent:** Tuesday, March 31, 2015 7:23 AM  
**To:** McMillen, Jim

Le Sueur County Board of Commissioners,

I'm coming before the board to request the purchase of a pickup. This pickup will be used in the winter for plowing county parking lots and in the summer months will be used by the highway department and be labeled as so. Currently what I have been using is a 1986 Chevrolet diesel. It is running, however there has been an issue with the steering and some electrical issues. I'm sure it's only a matter of time before the salt takes effect and more issues come about. I do however, plan on using this truck until the time comes that it's no longer dependable.

Thank you for your time in this matter

Jim Mc Millen



1801 E. County Rd. F, White Bear Lake, MN 55110 (651) 429-7791

Phone: 612.750.1275 Fax: 651.653.5511 Toll-Free: 866.299.8188

March 24, 2015

LeSueur County  
88 South Park Avenue  
LeCenter, MN 56057  
Attn: Jim McMillen

Regarding your request for a State Contract price for a 2015 Chevrolet Silverado 3500 4x4 regular cab 8' box pickup, we have itemized the information you require:

**STATE CONTRACT 73892:**

**ITEM/MODEL:**

T36	Chevrolet Silverado CK35903	\$26,022.60
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**CONTRACT EQUIPMENT:**

6.0 liter gas/E85 V8	included
6 spd automatic transmission with grade braking	included
Electronic stability & trailer sway control	included
<u>Power door locks</u> W/O keyless remote	included
Manual camper mirrors	included
4 wheel ABS disc brakes	included
4.10 Locking rear axle	included
LT265/80R-18E als bsw	included
10,700 lbs GVWR	included
Cruise control/tilt wheel	included
AM/FM Stereo radio	included
Bedrail protectors	included
Chrome front & side step chrome rear step bumper	included
Air conditioning	included
Full vinyl floors	included
Vinyl 40/20/40 split bench center storage/armrest	included
<b><i>Heavy-Duty trailer tow pkg</i></b>	included
Daytime running lamps and Autolamp system	STD

**REVISIONS REQUESTED:**

6.6 liter B20 compatible Turbo diesel	6,162.50
Allison 6 spd electronic transmission	1,020.00
Radiator grille cover	included
Dual 730 CCA batteries	included
Engine block heater	included
Snowplow prep pkg	505.75

*Specializing in State, county and local municipal sales*

220 amp alternator	included
Skid plate pkg	included
Wiring for cab roof lamp	included
5)LT265/70R-18E all terrain	226.10
Locking rear axle	included
Electric trailer brake controller	included
<i>Delete</i> 24 months/24,000 mile free maintenance	- (221.00)
Delete OnStar/Sirius XM radio	included
Interior dome & reading lamps	STD
Summit White ext/Ebony int	N/C

**TOTAL VEHICLE PRICE:** **\$33,715.95\*\***

**\*\*please note: we have been notified that orders for this truck must be in their hands no later than Thursday July 23, 2015. This date is subject to change by GM at anytime.**

**WARRANTY COVERAGE:**

Bumper to Bumper:	3 years/36,000 miles
Federal Emissions	5 years/50,000 miles
Rust-through	6 years/100,000 miles
<i>Powertrain (engine, transmission, drive axles, etc)</i>	<i>5 years/100,000 miles</i>

**MAINTENANCE COVERAGE:**

Scheduled maintenance \_\_\_\_\_ 2 years/24,000 miles  
includes oil, filter, tire rotation for a maximum of 4 visits

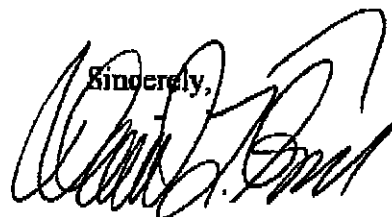
**APPROXIMATE DELIVERY:**

120 Days A.R.O.

**IF YOU PURCHASE-WE NEED:**

**PURCHASE ORDER *OR* LETTER OF PURCHASE**

Thank you for your consideration.

Sincerely,  


David L. Thomas  
Fleet Sales Manager

*Specializing in State, county and local municipal sales*

7693.35



# POLAR



## THANE HAWKINS POLAR CHEVROLET

1801 E. County Rd. F, White Bear Lake, MN 55110 (651) 429-7791

Phone: 612.750.1275

Fax: 651.653.5511

Toll-Free: 866.299.8188

March 23, 2015

LeSueur County  
88 South Park Avenue  
LeCenter, MN 56057  
Attn: Jim McMillen

Regarding your request for a State Contract price for a 2015 Chevrolet Silverado 3500 4x4 double cab 8' box pickup, we have itemized the information you require:

**STATE CONTRACT 73892:**

**ITEM/MODEL:**

T37	Chevrolet Silverado CK35953	\$28,726.35
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**CONTRACT EQUIPMENT:**

6.0 liter gas/E85 V8	included
6 spd automatic transmission with grade braking	included
Electronic stability & trailer sway control	included
Power windows/door locks W/O keyless remote	included
Manual camper mirrors	included
4 wheel ABS disc brakes	included
4.10 Locking rear axle	included
LT265/80R-18E als bsw	included
11,000 lbs GVWR	included
Cruise control/tilt wheel	included
AM/FM Stereo radio	included
Bedrail protectors	included
Chrome front & side step chrome rear step bumper	included
Air conditioning	included
Full vinyl floors	included
Vinyl 40/20/40 split bench center storage/armrest	included
Vinyl folding split/bench rear seat	included
<b>Heavy-Duty trailer tow pkg</b>	included
Daytime running lamps and Autolamp system	STD

**REVISIONS REQUESTED:**

6.6 liter B20 compatible Turbo diesel	6,162.50
Allison 6 spd electronic transmission	1,020.00

*Specializing in State, county and local municipal sales*

Radiator grille cover	included
Dual 730 CCA battery	included
Engine block heater	included
Snowplow prep pkg	505.75
220 amp alternator	included
Skid plate pkg	included
Wiring for cab roof lamp	included
5)LT265/70R-18E all terrain	226.10
Delete rear seat	- (212.50)
Locking rear axle	included
Electric trailer brake controller	included
<b>Delete</b> 24 months/24,000 mile free maintenance	- (221.00)
Delete OnStar/Sirius XM radio	included
Interior dome & reading lamps	STD
Summit White ext/Ebony int	N/C

**TOTAL VEHICLE PRICE:** **\$36,207.20\*\***

**\*\*please note: we have been notified that orders for this truck must be in their hands no later than Thursday July 23, 2015. This date is subject to change by GM at anytime.**

**WARRANTY COVERAGE:**

Bumper to Bumper:	3 years/36,000 miles
Federal Emissions	5 years/50,000 miles
Rust-through	6 years/100,000 miles
<b>Powertrain (engine, transmission, drive axles, etc)</b>	<b>5 years/100,000 miles</b>

**MAINTENANCE COVERAGE:**

~~Scheduled maintenance~~ ~~2 years/24,000 miles~~  
~~includes oil, filter, tire rotation for a maximum of 4 visits~~

**APPROXIMATE DELIVERY:**

120 Days A.R.O.

*Specializing in State, county and local municipal sales*

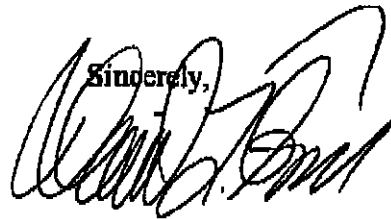
7,480.85



**IF YOU PURCHASE-WE NEED:**

**PURCHASE ORDER *OR* LETTER OF PURCHASE**

Thank you for your consideration.

Sincerely,  


David L. Thomas  
Fleet Sales Manager

*Specializing in State, county and local municipal sales*



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# **Le Sueur County, MN**

**Tuesday, April 7, 2015**

**Board Meeting**

## **Item 6**

**9:40 a.m. Human Resources (10 min.)**

**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 April 7, 2015**

Recommendation to accept the retirement request from Paula Orcutt, full time Registered Nurse in Public Health, effective May 31, 2015. Paula has been employed with Le Sueur County since November 2003.

Recommendation to post and advertise for a full time Public Health Nurse in Public Health as a Grade 11, Step 1 at \$22.40 per hour.

Recommendation to accept the retirement request from Patricia Blaschko, part time Home Health Aide in Public Health, effective May 31, 2015. Patricia has been employed with Le Sueur County since October 1980.

Recommendation to advertise for a part time Home Health Aide in Public Health as a Grade 2, Step 1 at 13.26 per hour.

Recommendation to promote Connie Kopet, full time Chief Deputy Auditor-Treasurer, in the Auditor-Treasurer's Office, Grade 11, Step 5 at \$25.83 per hour to a Grade 12, Step 4 at \$26.42 per hour, effective April 13, 2015.

Recommendation to promote Sherri Simon, full time Deputy Auditor-Treasurer, Accounts Payable Specialist, in the Auditor-Treasurer's Office, Grade 7, Step 7 at \$21.94 per hour to a Deputy Auditor-Treasurer III – Accounts Payable/Records Management, Grade 9, Step 4 at \$22.18 per hour effective March 2, 2015. After 2015 union contracts are signed, recommendation to approve to adjust the salary one additional step.

On March 24, 2015, Le Sueur County received from the Minnesota Management and Budget the Notice of Pay Equity Compliance and has successfully met the requirements for the 2015 pay equity report.

*Equal Opportunity Employer*



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# Le Sueur County, MN

Tuesday, April 7, 2015

Board Meeting

## Item 7

**9:50 a.m. Darrell Pettis, Administrator/Engineer**

*RE: Ditch #16 Viewers*

*RE: AET CSAH 3 Project Testing*

*RE: Pumpkin Hill Right of Way Plat Approval*

*RE: Approve CSAH 3 SAP 40-603-025 Contract*

Staff Contact:

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

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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 1901 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 Ron Ringquist, John Dotolo and Allen Kerber 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]



CONSULTANTS  
• ENVIRONMENTAL  
• GEOTECHNICAL  
• MATERIALS  
• FORENSICS

April 1, 2015

LeSueur County  
Office of the LeSueur County Auditor  
88 South Park Avenue  
LeCenter, MN 56057  
C/O SEH

Attn: Chris Cavett

RE: Proposal for Construction and Materials Testing  
Fifth Street (CSAH 3) and Utility Improvements  
S.A.P. 040-603-025  
Montgomery, Minnesota  
AET Proposal No. 08-11892

Dear Mr. Cavett:

Thank you for the opportunity to provide a proposal to perform testing services on the referenced project. American Engineering Testing, Inc., (AET) is pleased to provide this proposal which presents our anticipated scope of services, our unit rates, and an estimated total cost to perform these services.

### **Project Information**

We understand the City of Montgomery, LeSueur County, and MN/DOT will be performing roadway and utility improvements on CSAH 3. Short Elliot Hendrickson (SHE) will be performing the field engineering, construction staking and civil services for the project. We have reviewed the plans and specifications for the project. We understand the project will include the following:

- Installation of utilities
- Grading of existing gravel surface and placement of aggregate base
- Construction of new bituminous roadways
- Construction of new concrete curb & gutter and sidewalks

### **Project Approach**

During the construction improvements, AET will provide experienced, Mn/DOT certified Engineering Technicians to perform sampling and material testing services in accordance to the Mn/DOT Schedule of Materials Control (SMC) and the project specifications. Our testing services will be based out of our Mankato Office.

1730 First Avenue | Mankato, MN 56001  
Phone (507) 387-2222 | (800) 972-6364 | Fax (507) 387-6999 | [www.amengtest.com](http://www.amengtest.com) | AA/EEO  
This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

### **Scope of Services**

Based on our review of the available plans and our experience on similar projects, our anticipated scope of services is outlined below. These services will be provided on a part-time, will-call basis coordinated through authorized SEH field personnel.

#### **Soils Sampling and Testing**

Our estimate of the sampling and testing to be performed on the grading and base items is based on the requirements of Mn/DOT's "Specified Density Method" and in accordance with the SMC. AET will perform Mn/DOT laboratory sieve analysis testing as well as in-place density and moisture testing on the following materials:

- Embankment fill
- Aggregate Base
- Select Granular Borrow

The Mn/DOT Dynamic Cone Penetrometer will be used to verify density on the aggregate base sections of the project following the Mn/DOT Modified Penetration Index procedures in accordance with the SMC.

#### **Concrete Testing**

During the placement of concrete curb and gutter, driveways, and sidewalk, AET will perform field testing consisting of slump, air content and temperature of the plastic concrete, followed by casting of cylinders for compression testing. The SMC requires one compressive strength cylinder be cast per every 100 cubic yards (or fraction thereof) of each type of concrete placed each day then retrieved the following day for testing in our laboratory. SEH's specification requires four compressive strength cylinder be cast per every 100 cubic yards (or fraction thereof) of each type of concrete placed each day then retrieved the following day for testing in our laboratory. Our cost estimate is based on SEH's specification. The set of four compressive strength cylinders will be tested at the following ages, one at 7 days, two at 28 days, and the fourth cylinder be held in reserve for future testing if the 28 day strength requirement is not met in the 28 day period.

#### **Bituminous Pavement Sampling and Testing**

As bituminous paving is being completed, a certified Engineering Technician will obtain companion samples, provided by the contractor, during each day of paving. Samples will be tested in our laboratory for the following:

- Gyratory density, Rice specific gravity, Asphalt Film Thickness (AFT), Coarse Aggregate Angularity (CAA) and Fine Aggregate Angularity (FAA)
- Asphalt extraction and aggregate gradation
- Companion core thickness and density



### **Plant Inspection**

AET will review the concrete and bituminous plant certifications prior to the beginning of work, including consulting with Mn/DOT Concrete Office to approve concrete mix designs and completing associated contact reports and certification documents.

The concrete plant inspector will collect verification samples for lab testing as required by the SMC, which will include the following tests:

- Coarse and Fine Aggregate Gradation
- Coarse and Fine Aggregate Quality

During the bituminous plant inspections, a representative from AET will observe and document quality control personnel performing the required quality control tests, verify and document batch weight proportions, and obtain and review material certifications.

### **Estimated Fees**

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates.

We have estimated a “minimum required estimate” which estimates the tests needed to satisfy the requirements as defined in the SMC. The “likely needed estimate” is the cost that we anticipate will be required to complete the previously described testing services, based on our experience and assumed scheduling of the project. Therefore, we propose a budget cost estimate using the “likely needed” estimate of **\$74,431.50**.

We refer you to the attached Materials Testing Estimate and MNDOT’s preliminary grading and base form as reference to how we arrived at this estimated cost for the roadway. We caution that this is only an estimated cost.

Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor’s schedule, unforeseen conditions or retesting. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized.

LeSueur County  
Fifth Street (CSAH 3)  
April 1, 2015  
Page 4 of 4

### **Terms and Conditions**

Our services will be performed in accordance with the terms and conditions outlined in our "Construction Testing Services Agreement." Copies of each are attached.

### **Acceptance**

We are submitting this proposal for acceptance. When it is accepted, we ask that a copy be signed by an authorized representative of the party responsible for payment for these services, and that this copy be returned to us as authorization to proceed.

Acceptance of this proposal by the authorized signature, verbal authorization to proceed, or issuance of a purchase order, indicates that you understand and accept the terms and conditions contained in this proposal.

### **General Remarks**

If you have any questions regarding this proposal, or if we can be of further assistance, please call me at (507) 387-2222

Sincerely,

**American Engineering Testing, Inc.**



Lee McLaughlin  
Project Manager

Attachments:

Materials Testing Estimate for Construction Services  
MNDOT Preliminary Grading and Base Form  
Service Agreement

### **PROPOSAL ACCEPTED BY:**

**Signature:**\_\_\_\_\_

**Printed Name:**\_\_\_\_\_

**Company:**\_\_\_\_\_

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



**Fifth Street (CSAH 3) and Utility Improvement SAP 040-603-025 Montgomery, Minnesota**

Material	Units	Qty.	Trips	Hrs	Agency Testing Freq.	Min		# of Tests	Cost per test (\$)	Cost (\$)	
						Min	Max			Minimum	Likely
Subgrade prep utility trenches	LF	* See G&B	75	150	Moisture Density 1 per soil type (Proctor)			5	10	625.00	1250.00
					Relative Density 1/4,000 CU YD (Nuclear)			378	450	0.00	0.00
					Relative Moisture 1/10,000 CU YD			95	1	0.00	0.00
Grading Material-Select Granular	CUYD	14,670	1	1	Gradation 1/20,000 CU YD			1	2	95.00	190.00
			4	8	DCP 1/2000 CU YD (included in hourly rate)			8	14	0.00	0.00
					Nuclear Density Gauge Testing (included in hourly rate)						
Aggregate Base - Class V	CU YD	7,013	4	4	Gradation (1/550 CU YD or 4/2 200-5.500 CU YD)			8	8	720.00	720.00
					Moisture 1/1000 CU YD - or 10 total			7	10	0.00	0.00
			4	8	DCP 1/500 CU YD (included in hourly rate)			24	30	0.00	0.00
					Aggregate Quality (LAR)			2	2	100.00	200.00
Bituminous Testing - SP WE/NW	TON	2,875	6	0	Mn/Dot Gytratory Mix Properties (1 test/day/mix type)			4	6	500.00	3000.00
					Mn/Dot Marshall Mix Properties (1/1000 ton or 1/day)					365.00	0.00
					Companion Core Density (estimate 1/600 ton)			5	10	42.00	210.00
Concrete	CU YD	2,029	13	66	Cylinder Molds (3 per 100 CU YD)			22	46	66.00	138.00
	*Estimated				Testing of Plastic Concrete (1 set / 100 CU YD) - Included in hourly rate						
					Testing of hardened Concrete Cylinders			66	138	23.00	1518.00
Topsoil Borrow	CU YD		107	237	Topsoil Borrow Testing (1/1000 CU YD)			0	0	350.00	0.00
										Subtotal =	9,092.00
Bituminous Batch Plant Inspection	Plant Inspections Provided on a Will - Call basis										
Concrete Batch Plant Inspection	1 test/mix type/day (assumes 5 hours at plant)										
					1 test/mix type/day (assumes 3 hours at plant)			4	6	500.00	3000.00
					Gradations (Coarse Aggregate)			8	15	300.00	4500.00
					Gradations (Fine Aggregate)			8	15	90.00	1350.00
					Aggregate Quality			8	15	90.00	1350.00
								2	6	135.00	810.00
										Subtotal =	11,010.00

Time and Mileage*					Min		Max	
	Unit	Rate (\$)	Minimum Quantity	Likely Quantity	Minimum Cost	Likely Cost		
Mileage	Mile	0.75	8025	10,650	6018.75	7987.50		
MnDOT Certified Engineering Technician Time	Hr	77.00	400	512	30800.00	39424.00		
Project Management	Hr	109.00	25	40	2725.00	4360.00		
Senior Engineer	Hr	150.00	10	10	1500.00	1500.00		
					Subtotal =	41043.75		53271.50

Total Cost Estimate =		Minimum	Likely
		52,587.75	73,373.50

Estimate prepared by : Lee McLaughlin



# GRADING AND BASE REPORT

## Grading & Base Manual 5-692.301

**Report: Preliminary**

X	
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[illegible]

Uncorrected Tests shall be listed and addressed in the Materials Certification Exceptions Form.

CC: Grading and Base Office, District Materials Engineer, and Project Engineer/Supervisor

**SECTION 1 - RESPONSIBILITIES**

**1.1** – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.

**1.2** - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's Services. If new information becomes available or changes are made during AET's Services, Client will provide such information to AET in a timely manner. Earthwork and construction activities are done to support a particular structure (type, size, and shape) or facility at a specific location and elevation. If the type of structure or facility (structural type, size, shape, location, elevation, etc.) changes, the earthwork or construction activities completed may no longer provide suitable structural support or be capable of supporting the intended construction. Additional earthwork or redesign of all or a part of the structure or facility may be needed. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

**1.4** - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

**1.5** - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

**1.6** - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

**1.7** - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

**1.8** - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.9** - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended for projects where supporting soils will be subjected to increased loads to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

**1.10** – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

**1.11** – The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

**SECTION 2 - WILL CALL SERVICES**

**2.1** - If AET’s Services are performed on a will-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on a will-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

**2.2** - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

**2.3** - AET requires a minimum of 24 hours notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

### **SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING**

**3.1** - Client will furnish AET safe and legal site access.

**3.2** - AET is not responsible for locating underground facilities on construction sites. Client shall ensure that underground facilities have been previously located and cleared. AET will not be responsible for any damages to underground facilities not located or incorrectly identified. An underground facility is an underground line, fixture, system, and its appurtenances used to produce, store, convey, transmit, or distribute communications, data, power, heat, gas, oil, petroleum products, water including storm water, steam, sewage, and similar substances.

**3.3** - The location and elevation of a proposed structure or facility is staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

**3.4** - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

### **SECTION 4 - SAFETY**

**4.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

**4.2** - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

### **SECTION 5 - SAMPLES**

**5.1** - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**5.2** - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

### **SECTION 6 - PROJECT RECORDS**

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

### **SECTION 7 - STANDARD OF CARE**

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

### **SECTION 8 - INSURANCE**

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

**8.1** – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

**8.2** - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

**8.3** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**8.4** - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

**8.5** - To the extent permitted by applicable state law, and only upon Client's signing of the proposal and return of the same to AET, Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis) and Automobile Liability Policy. Client and Owner shall be extended "waiver of subrogation" status for applicable coverages. Any other endorsement, coverage or policy requirement shall result in additional charges.

**8.6** - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

**8.7** - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

**SECTION 9 - DELAYS**

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

**SECTION 10 - PAYMENT, INTEREST AND BREACH**

**10.1** - Invoices are due net thirty (30) days. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

**10.2** - Client agrees to pay interest on unpaid invoice balances at a rate of one and a half percent (1.5%) per month, or the maximum allowed by law, whichever is less, beginning thirty (30) days after invoice date.

**10.3** - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

**10.4** - Client will pay all AET expenses and attorney fees relating to collection of past due invoices.

**SECTION 11 - MEDIATION**

**11.1** - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

**11.2** - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

#### **SECTION 12 - LITIGATION REIMBURSEMENT**

Except for matters relating to non-payment of fees, which is governed by Section 10.4 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

#### **SECTION 13 - MUTUAL INDEMNIFICATION**

**13.1** - Subject to the limitations contained in Sections 14 and 15, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

**13.2** - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

**13.3** - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

**13.4** - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

#### **SECTION 14- WAIVER OF CONSEQUENTIAL DAMAGES**

**NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCURRED EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF USE AND LOSS OF INCOME OR PROFIT.**

#### **SECTION 15 - LIMITATION OF LIABILITY**

Client agrees to limit AET's liability to Client resulting from AET's negligent acts, errors or omissions, such that **the total liability of AET shall not exceed \$20,000.**

#### **SECTION 16 – UNIONIZATION**

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

#### **SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

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

#### **SECTION 18 - TERMINATION**

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

#### **SECTION 19 - SEVERABILITY**

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

#### **SECTION 20 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.



**SECTION 21 - ENTIRE AGREEMENT**

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

# PUMPKIN HILL ROAD RIGHT OF WAY PLAT NO. 1

The Board of County Commissioners for Le Sueur County, Minnesota, did approve PUMPKIN HILL ROAD RIGHT OF WAY PLAT NO. 1, on \_\_\_\_\_, 20\_\_ is hereby designating the definite location of the Right of Way of Pumpkin Hill Road. Said Road being located in Sections 17, 18, 19, and 20, all in Township 112 North, Range 25 West, Le Sueur County, Minnesota.

That portion of said Pumpkin Hill Road located in Section 17, 18, 19, and 20, all in Township 112 North, Range 25 West, as shown on this plat effected by the County of Le Sueur, Department of Public Works is hereby certified to be the official plat of that portion of said County Road within said sections pursuant to Minnesota Statutes Chapter 160.085 and Chapter 160.14, Subdivision 1.

\_\_\_\_\_  
Darrell Pettis, Le Sueur County Highway Engineer  
Minnesota Registration No. 23428

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

I hereby certify that this plat was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota; that this plat meets the requirements of Minnesota Statutes Chapter 160.085 and Chapter 160.14, Subdivision 1; that all parcels of land affected by the acquisition are correct as shown on this plat; that all measurements are correctly shown on this plat; and that the right of way boundary lines are correctly designated on this plat.

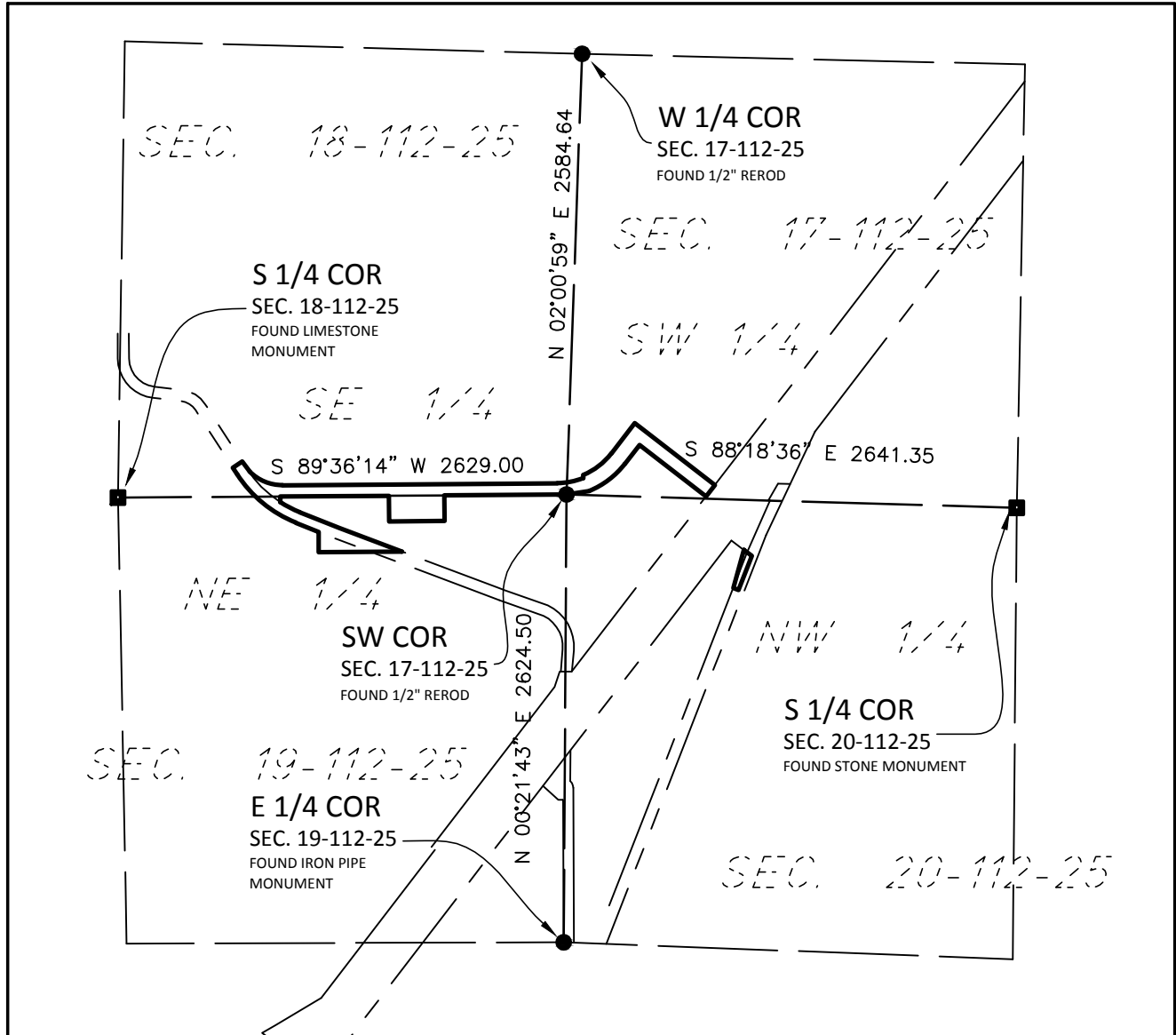
\_\_\_\_\_  
Janelle Fowlds  
Minnesota License No. 26748

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

I hereby certify that this instrument was filed in the office of the County Recorder for record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_m., and was duly recorded in Le Sueur County Records, as Document Number \_\_\_\_\_.

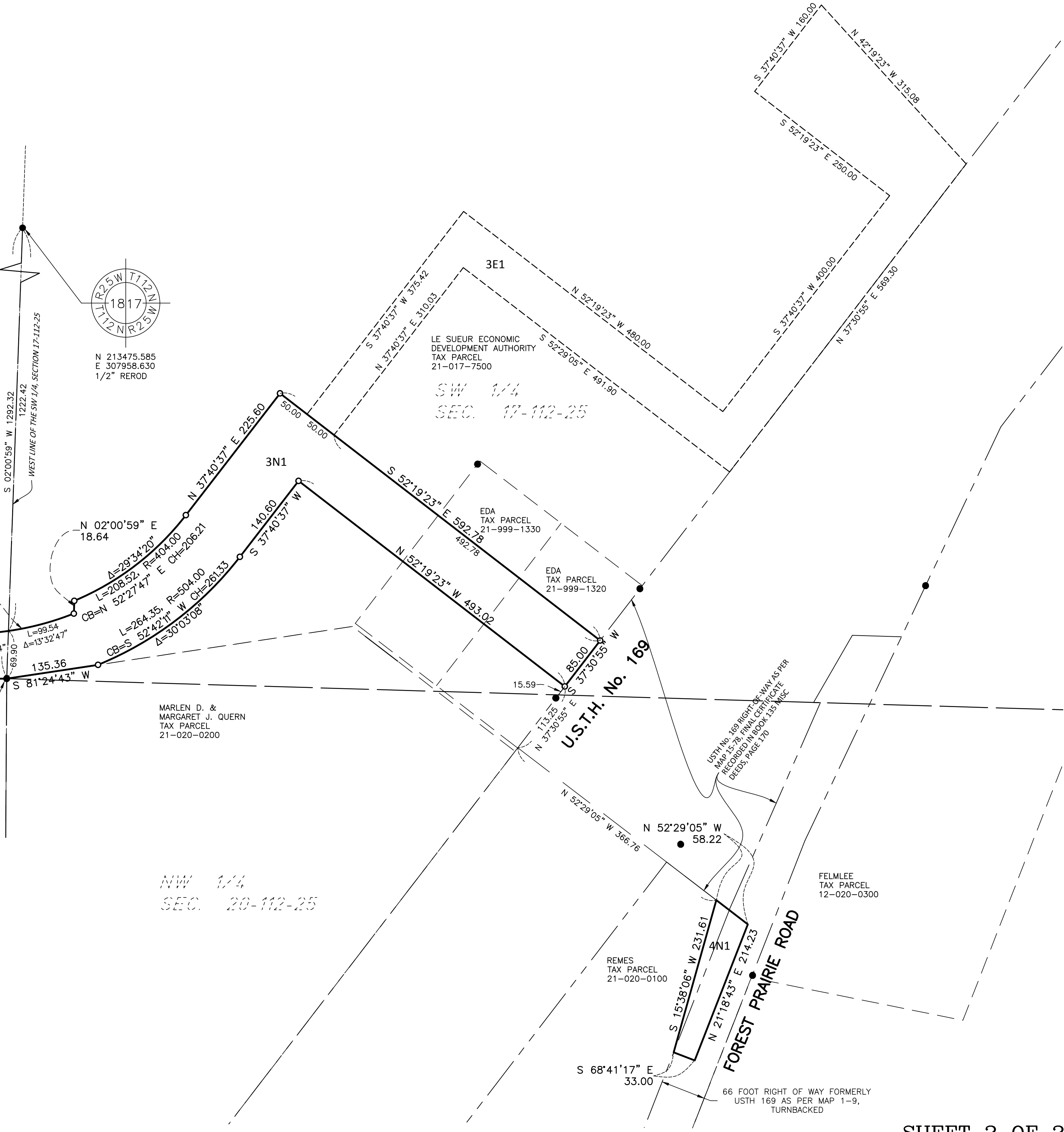
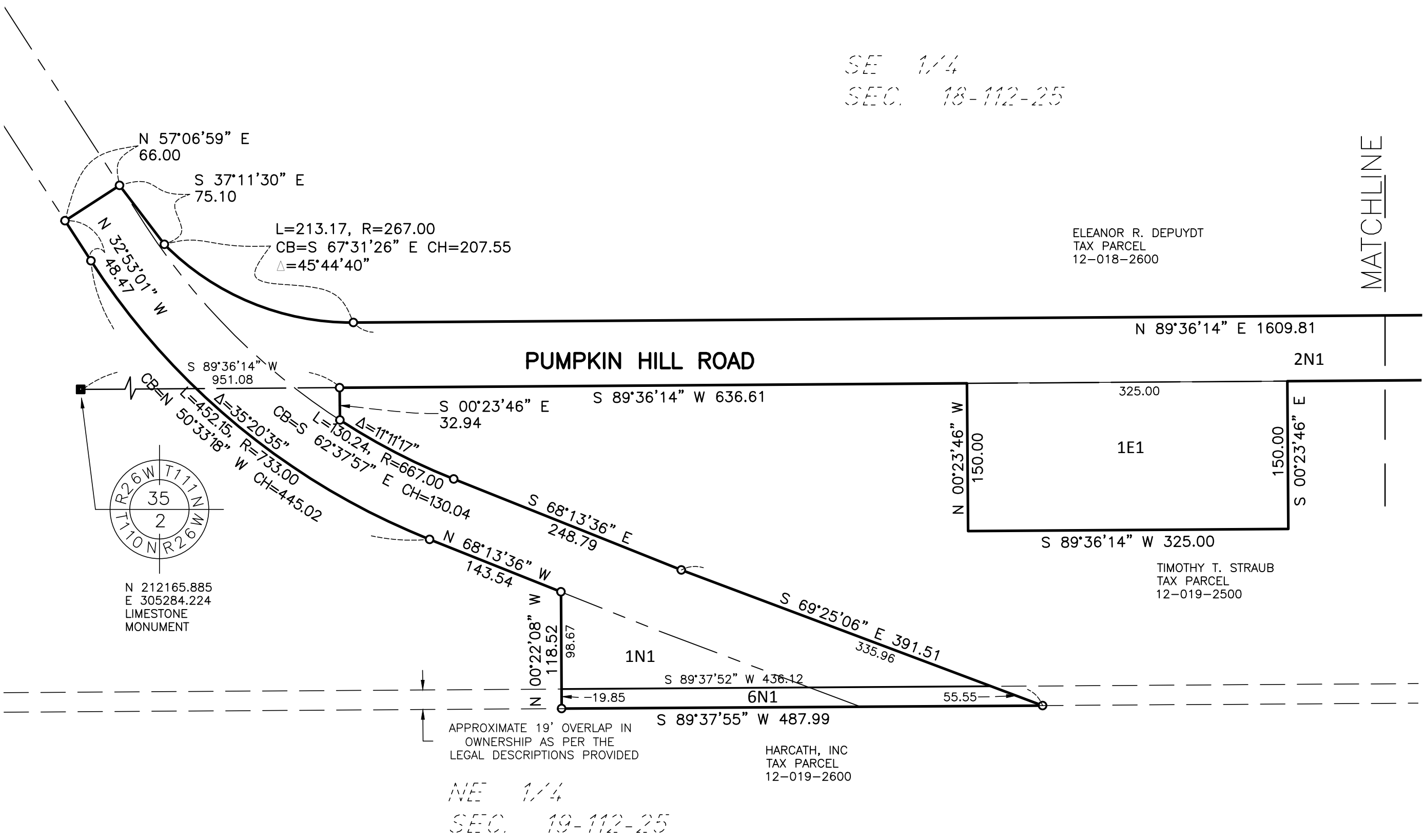
\_\_\_\_\_  
Le Sueur County Recorder

PARCEL NO.	OWNER (TAX ID)	DOCUMENT NUMBER	LOCATION	NEW RIGHT OF WAY TO BE ACQUIRED IN FEE (ACRES)	DRAINAGE AND UTILITY EASEMENT (ACRES)	TOTAL RIGHT OF WAY TO BE ACQUIRED IN FEE(ACRES)
1	Timothy T. Straub (12-019-2500)	252738	N 1/2 OF THE N 1/2 OF THE N 1/2 OF THE NE 1/4 OF SEC. 19, TWP. 112 N, RGE. 26 W	1N1 1.412	1E1 1.119	2.531
2	Eleanor R. Depuydt (12-018-2600)	262078	PART OF SE 1/4 OF SEC. 18, TWP. 112 N, RGE. 25 W	2N1 3.112		3.112
3	Le Sueur Economic Development Authority (21-017-7500) (21-999-1330) (21-999-1320)	368673 383376	PART OF SW 1/4 OF SEC. 17, AND THE NW 1/4 OF THE NW 1/4 OF SEC. 20 TWP. 112 N, RGE. 25 W	3N1 2.226	3E1 0.243	2.469
4	Daniel Remes (21-020-0100)	323527	PART OF NW 1/4 OF THE NW 1/4 OF SEC. 20, TWP. 112 N, RGE. 25W	4N1 0.225		
6	Timothy T. Straub (12-019-2500) & Harcath Inc. (12-019-2600) (OVERLAP PARCEL)	252738 206556	PART OF N 1/2 OF THE NW 1/4 OF SEC. 20, TWP. 112 N, RGE. 25 W	6N1 0.211		0.211



VICINITY MAP  
SECTIONS 17, 18, 19 & 20 T112N, R25W

# PUMPKIN HILL ROAD RIGHT OF WAY PLAT NO. 1



## SURVEYOR'S NOTES

- Orientation of this bearing system is the Le Sueur County Coordinate System of 1983. (1996 Adjustment)
- The location and size of the acquisition parcel boundaries (New Right-of-Way) were determined by current deed evidence of record only. The acquisition parcel boundaries (New Right-of-Way) shown on this plat are intended to correspond with the existing ownership boundaries. If there are discrepancies between said boundaries, the acquisition parcel should be adjusted to conform to the actual ownership boundaries.
- The record owners identified on this plat were taken from the recorded deeds provided to Bolton & Menk, Inc. by the Le Sueur County Recorder's Office.

### LEGEND

- |     |                              |   |  |
|-----|------------------------------|---|--|
| --- | Existing Right of Way Line   | ○ | - 3/4" Iron Pipe Monument Set, Marked by Registration Number 26748 |
| --- | Centerline-New Right of Way  | ● | - Monument Found   |
| --- | Section Line                 | ■ | - Stone Monument Found   |
| --- | Quarter Line                 | ⊙ | - Cast Iron Monument Found   |
| --- | Sixteenth Line               |   |  |
| --- | Property Line                |   |  |
| --- | Construction Easement Limits |   |  |
| --- | New Right of Way Limits      |   |  |



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# **Le Sueur County, MN**

**Tuesday, April 7, 2015**

**Board Meeting**

## **Item 8**

**10:00 a.m. German-Jefferson Public Hearing**

**Staff Contact:**

## **LE SUEUR COUNTY ORDINANCE**

### **ORDINANCE PROVIDING FOR THE INSPECTION OF INDIVIDUAL SEWAGE TREATMENT SYSTEMS WITHIN THE GERMAN-JEFFERSON SUBORDINATE SERVICE DISTRICT**

**WHEREAS** Le Sueur County is obligated under state law to regulate subsurface sewage treatment systems in unincorporated portions of the County;

**WHEREAS** Le Sueur County has incrementally advanced its regulation of SSTS to meet growing development pressures in the County, particularly in shoreland areas;

**WHEREAS** Le Sueur County implemented soil verification requirements on April 1, 2008 for all SSTS compliance inspections in the County;

**WHEREAS** compliance inspections prior to 2008 lack soil verification and are not reliable;

**WHEREAS** Le Sueur County established the German-Jefferson Subordinate Service District to address an area with a high density of known and suspected wastewater concerns within the County;

**WHEREAS** the wastewater concerns within the District have the potential to impact public health and water quality;

**WHEREAS** Le Sueur County adopted interim SSTS standards to address known problems within the District;

**WHEREAS** a voluntary SSTS inventory program was initiated within the District in 2011 that resulted in participation of 51% of households in the District;

**WHEREAS** the voluntary inventory program validated the County's wastewater concerns within the District; and

**WHEREAS** an inspection process is the necessary next step in the incremental approach to addressing wastewater concerns within the District by creating a complete inventory and a timeline for compliance.

**NOW THEREFORE**, the Le Sueur County Board hereby ordains:

**SECTION 1. Purpose.** The German-Jefferson Subordinate Service District was established for the purpose of addressing wastewater issues around German and Jefferson Lakes. The purpose of this Ordinance is to establish an inspection process in order to inventory the wastewater treatment systems within the District and create a timeframe for compliance.

[15741-0019/1620170/2]

## SECTION 2. Definitions.

***Certificate of Compliance:*** A document, written after a compliance inspection, from a Certified Inspector, certifying that an ISTS is in compliance with the applicable requirements of Minnesota Rules, Chapters 7080 to 7083, as amended and Section 17 of the Le Sueur County Zoning Ordinance at the time of the inspection.

***Certified Inspector:*** An individual, or a qualified employee, certified under Minnesota Rules Chapter 7083, as amended.

***Compliance Inspection:*** The evaluation, investigation, inspection, or other process conducted by a Certified Inspector employed by a Licensed Business for the purpose of issuing a Certificate of Compliance or Notice of Noncompliance.

***District:*** The German-Jefferson Subordinate Service District established by the Le Sueur County Board.

***Individual Sewage Treatment System (ISTS):*** A sewage treatment system, or part thereof, serving a dwelling or other establishment or group thereof, and using sewage tanks or advanced treatment followed by soil treatment and disposal. Individual sewage treatment system includes holding tanks and privies.

***Inspection Report:*** A Certificate of Compliance or Notice of Noncompliance, together with the Le Sueur County Certification Form, signed and sworn by a Certified Inspector.

***JGSIP:*** The voluntary Jefferson German Lakes Septic Inventory Project (JGSIP) initiated in 2011 by Le Sueur County within the boundaries of the German-Jefferson Subordinate Service District.

***Licensed Business:*** A business that designs, installs or maintains, repairs, pumps, operates, or inspects ISTS.

***Notice of Noncompliance:*** A document written and signed by a certified inspector after a compliance inspection that gives notice that an ISTS is not in compliance as specified under Minnesota Rules 7080.1500, as amended.

***Subsurface Sewage Treatment System (SSTS):*** Either an ISTS or a MSTS.

***Midsized Subsurface Sewage Treatment System (MSTS):*** An SSTS that employs sewage tanks or other treatment devices with final discharge into the soil below the natural elevation or elevated grade and that is designed to receive sewage design flow of greater than 5,000 gallons per day to 10,000 gallons per day.

SECTION 3. Permits Required. No person, firm, or corporation shall install, construct, extend or alter any ISTS in the County without first obtaining a permit as required by the Le Sueur County Zoning Ordinance.

[15741-0019/1620170/2]

SECTION 4. Inspection and Report Required. No later than November 15, 2016, all ISTSs within the District shall be inspected by a Certified Inspector and an Inspection Report shall be furnished to the Le Sueur County Environmental Services Department. The inspection shall be completed at each property owner's sole expense.

SECTION 5. Exemptions from Inspection. No Compliance Inspection is required for an ISTS that:

1. Has a valid Certificate of Compliance issued after April 1, 2008; or
2. Was inspected as part of the JGSIP.
3. Sign Waiver for Compliance Inspection of an Existing Septic System.

SECTION 6. Inspector Requirements. All Compliance Inspections must be performed by a Certified Inspector. No Certified Inspector or Licensed Business who previously designed, installed, inspected, or performed any maintenance on an ISTS may submit an Inspection Report for that ISTS for purposes of this ordinance.

SECTION 7. Inspection Report Requirements. The Inspection Report must include and follow the instructions on the most current version of the Minnesota Pollution Control Agency's Compliance Inspection Form for existing Subsurface Sewage Treatment Systems (SSTS).

SECTION 8. Administrative Search Warrant. The County reserves the right to seek an administrative search warrant after November 15, 2016 to perform a Compliance Inspection of any property within the District for which an Inspection Report or Certificate of Compliance has not been provided.

SECTION 9. Service Charge Against Uninspected Properties. The County reserves the right to impose a service charge of \$1,000 pursuant to Minnesota Statute Section 375B.09 for any property for which an Inspection Report or Certificate of Compliance has not been provided.

SECTION 10. Compliance Deadline. No later than December 31, 2017, all non-compliant ISTSs shall be upgraded, repaired, or replaced in compliance with Minnesota Rules Chapter 7080, as amended Section 17 of the Le Sueur County Zoning Ordinance.

SECTION 11. Penalties. Any property owner who has not submitted an Inspection Report by December 31, 2016 or has failed to upgrade, repair, or replace a non-compliant ISTS by December 31, 2017 shall be guilty of a misdemeanor. Any person or entity who violates any provision of this Ordinance or makes any false statement in any document required to be submitted under this Ordinance shall be guilty of a misdemeanor.

SECTION 12. Severability. In the event any provision or part of this Ordinance is determined to be void or unenforceable by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

SECTION 13. Effective Date. This Ordinance shall be effective immediately upon passage.

[15741-0019/1620170/2]

Adopted \_\_\_\_\_, 2015

\_\_\_\_\_  
Board Chairperson  
Le Sueur County Board of Commissioners

ATTEST:

\_\_\_\_\_  
County Administrator

[15741-0019/1620170/2]





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# **Le Sueur County, MN**

**Tuesday, April 7, 2015**

**Board Meeting**

## **Item 9**

### **Future Meetings**

**Staff Contact:**

## Future Meetings 2015

April 7, 2015	Board Meeting, 9:00 a.m.
April 9, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
April 14, 2015	No Board Meeting
April 16, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
April 21, 2015	Le Sueur – Waseca Community Health Board (CHB) 1:30pm in the Waterville City Council Chambers
April 21, 2015	Board Meeting, 9:00 a.m. (will be held in Courtroom A)
April 28, 2015	Board Meeting, 9:00 a.m.
May 5, 2015	Board Meeting, 9:00 a.m.
May 12, 2015	No Board Meeting
May 14, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
May 19, 2015	Board Meeting, 9:00 a.m.
May 21, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
May 25, 2015	Memorial Day, Offices Closed
May 26, 2015	Board Meeting, 9:00 a.m.
June 2, 2015	Board Meeting, 9:00 a.m.

June 9, 2015	No Board Meeting
June 11, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
June 16, 2015	Board Meeting, 9:00 a.m.
June 18, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
June 20, 2015	Board of Equalization Meeting, 9:00 a.m. (Saturday)
June 23, 2015	Board Meeting, 9:00 a.m. Reconvene Board of Equalization, 10:00 a.m.
June 30, 2015	No Board Meeting
July 3, 2015	Independence Day, Offices Closed
July 7, 2015	Board Meeting, 9:00 a.m.
July 9, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
July 14, 2015	No Board Meeting
July 16, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
July 21, 2015	Board Meeting, 9:00 a.m.
July 21, 2015	Le Sueur – Waseca Community Health Board (CHB) 1:30pm in the Waterville City Council Chambers
July 28, 2015	Board Meeting, 9:00 a.m.
August 4, 2015	Board Meeting, 9:00 a.m.

August 11, 2015	No Board Meeting
August 13, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
August 18, 2015	Board Meeting, 9:00 a.m.
August 20, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
August 25, 2015	Board Meeting, 9:00 a.m.
September 1, 2015	Board Meeting, 9:00 a.m.
September 7, 2015	Labor Day, Offices Closed
September 8, 2015	No Board Meeting
September 10, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
September 15, 2015	Board Meeting, 9:00 a.m.
September 17, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
September 22, 2015	Board Meeting, 9:00 a.m.
September 29, 2015	No Board Meeting
October 6, 2015	Board Meeting, 9:00 a.m.
October 8, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
October 13, 2015	No Board Meeting

October 15, 2015	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
October 20, 2015	Board Meeting, 9:00 a.m.
October 27, 2015	Board Meeting, 9:00 a.m.