



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
May 26, 2015**

1. **9:00 am Agenda and Consent Agenda**
RE: May 19, 2015 Minutes and Summary Minutes
2. **9:05 a.m. MnDOT Presentation - Rhonda Allis and Bobbi Retzlaff (30 Min)**
3. **9:35 AM Kathy Brockway, PZ Administrator (5 minutes)**
2 CUP's/ Weick
4. **9:40 a.m. Human Resources (15 min)**
5. **9:55 am Jim McMillen, Maintenance (5 min)**
RE: Jail sewer
6. **10:00 a.m. Darrell Pettis, County Administrator**
RE: Approved contract for SAP 40-614-010, 40-628-023, CP 2215 & CP 2315
RE: Resolution for LRIP Grant Agreement
RE: Set bid opening for CSAH 28 and TH 169 Project, June 22 at 1pm
RE: State Aid Highway Funds Advance Resolution
RE: TH 169 and CSAH 28 Right of Way
RE: Approve 2014 Road and Bridge Annual Report
RE: Other
7. **Future Meetings**



Le Sueur County, MN

Tuesday, May 26, 2015

Board Meeting

Item 1

9:00 am Agenda and Consent Agenda

RE: May 19, 2015 Minutes and Summary Minutes

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting May 19, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, May 19, 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 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 May 5, 2015 County Board Minutes and Summary Minutes.
- Approved the CD #51 Repair Request.

Sue Rynda, Human Services Director, appeared before the Board to give the monthly Human Services Report. This presentation covered Finance, Income Maintenance, Child Support, Family Services, and Mental Health.

On motion by King, seconded by Rohlfsing and unanimously approved, the Board approved and authorized the Chair to sign the following Pre-Paid Medical Assistance Program Re-Procurement Board Resolution:

Le Sueur County Board Resolution

WHEREAS, the Minnesota Department of Human Services has published a Request For Proposals to provide health care services to recipients of Medical Assistance and MinnesotaCare in 87 Minnesota counties including Le Sueur County; and

WHEREAS, the Minnesota Department of Human Services has requested County evaluations and recommendations regarding the RFP proposals from each respective county; and

WHEREAS, Blue Plus, Medica and UCare submitted proposals to provide managed health care services in Le Sueur County; and

WHEREAS, representatives of Le Sueur County Departments of Human Services and Public Health have reviewed and evaluated the proposals; and

WHEREAS, Blue Plus and UCare have submitted proposals suitable to meet our needs.

THEREFORE, BE IT RESOLVED that the Le Sueur County Board of Commissioners supports the recommendation of Le Sueur County Departments of Human Services and Public Health approving Blue Plus and UCare as Managed Care Organization(s) (MCO(s)) providing managed health care services in Le Sueur County.

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

Soc Serv:	\$185,978.77
Financial:	\$ 50,665.14

Miranda Rosa appeared before the Board with one item for consideration.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved and authorized the Chair to sign the Resolution/Proclamation in Support of National Drug Court Month.

On motion by King, seconded by Gliszinski and unanimously approved, the Board called the County Ditch #58 Public Hearing to order at 10:30 a.m.

John Kolb, County Ditch Attorney and Chuck Brandel, Engineer with I&S Group presented four options.

Engineer's recommendation is option #2.

There were comments from three landowners.

On motion by King, seconded by Rohlfing and unanimously approved, the Board recessed the Public Hearing to collect more information and will reconvene on June 16, 2015 at 10:30 a.m.

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

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to grant regular status to Ruby Kramer, full time Administrative Assistant/Recording Clerk in the County Administration Department, effective May 19, 2015.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to hire Dawn Giesen as a full time Recreational Therapist in Human Services, as a Grade 7, Step 1 at \$18.09 per hour, effective June 8, 2015.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the recommendation to grant an additional step to Sherri Simon, full time Deputy Auditor Treasurer III – Accounts Payable/Records Management in the Auditor-Treasurer's Office, effective March 2, 2015. January 2015 hourly rate \$23.16; March 2015 promotion hourly rate \$23.45, increase was \$.29. The additional step promotion criteria were met due to the salary increase being less than \$.50. Additional step hourly rate would be \$24.30.

On motion by Connolly, seconded by Rohlfing and unanimously approved, the Board approved the recommendation to grant an additional step to David O'Malley, full time Facility and

Grounds Staff in the Building Maintenance Department, effective March 23, 2015. January 2015 hourly rate \$21.56; March 2015 promotion hourly rate \$22.08, increase was \$.52. The additional step promotion criteria were met due to Dave performing the duties and responsibilities of the position. Additional step hourly rate would be \$22.86.

On motion by Gliszinski, seconded by Rohlffing and unanimously approved, the Board approved the recommendation to grant an additional step to Scott Blaschko, full time Facility and Grounds Staff in the Building Maintenance Department, effective March 23, 2015. January 2015 hourly rate \$17.52; March 2015 promotion hourly rate \$17.92, increase was \$.40. The additional step promotion criteria were met due to the salary increase being less than \$.50. Additional step hourly rate would be \$18.57.

Darrell Pettis appeared before the Board with several items for consideration and approval.

Commissioners Wetzel and King volunteered to meet with MIS to discuss future technology upgrades.

On motion by Rohlffing, seconded by Connolly and unanimously approved, the Board approved the 2015 County Ditch spraying quote from Scott's Helicopter Services.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Chair to sign the 2015 Federal Supplemental Boating Safety Patrol Grant Agreement in the amount of \$3875.00.

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved to award the County Wide Seal Coat Contract to Pearson Bros. Inc., in the amount of \$1,071,515.03.

On motion by Connolly, seconded by King and unanimously approved, the Board approved to award the CSAH 26 & 28 Microsurfacing Contract to ASTECH in the amount of \$503,527.50.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the following claims were approved for payment:

Warrant #	Vendor Name	Amount
35983	A'Viands	\$ 7,778.04
35985	APG Media of Southern Minnesota LLC	\$ 2,052.10
35987	Applied Concepts Inc.	\$ 2,040.80
35991	Baker, Till, Virchow & Krause LLP	\$ 30,122.00
36001	Blues Earth County Sheriff	\$ 3,376.59
36008	Christian, Keogh, Moran & King	\$ 2,709.50
36011	Contech Engineered Solutions LLC	\$ 3,719.74
36019	Election Systems & Software Inc.	\$ 10,569.00
36029	Genesis	\$ 8,037.28
36034	Hackett Construction LLC	\$ 4,267.25

36042	I & S Group Inc.	\$ 3,820.00
36061	Richard Lea	\$ 2,332.50
36074	Minn St Admin ITG Telecom	\$ 2,811.33
36097	Paragon Printing & Mailing Inc.	\$ 5,911.20
36107	S W Dust Treatment Inc.	\$ 4,752.00
36112	S.M.C. Co. Inc.	\$ 5,044.29
36117	Suel Printing Co.	\$ 3,835.15
36123	Tire Associates Inc.	\$ 2,731.32
36125	Topper's Plus Inc.	\$ 2,350.00
36133	Volkman Electric Inc.	\$ 2,148.82
36144	Ziegler Inc.	\$ 2,555.15

142 Claims paid less than \$2,000.00:	\$ 45,140.30
21 Claims paid more than \$2,000.00:	\$112,964.06
163 Total all claims paid:	\$158,104.36

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, May 26, 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, May 5, 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.

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●The Board approved the agenda for the business of the day. (Connolly-Rohlffing)

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

Approved the May 5, 2015 County Board Minutes and Summary Minutes and approved the CD #51 Repair Request.

●The Board approved and authorized the Chair to sign the following Pre-Paid Medical Assistance Program Re-Procurement Board Resolution: (King-Rohlffing)

WHEREAS, the Minnesota Department of Human Services has published a Request For Proposals to provide health care services to recipients of Medical Assistance and MinnesotaCare in 87 Minnesota counties including Le Sueur County; and

WHEREAS, the Minnesota Department of Human Services has requested County evaluations and recommendations regarding the RFP proposals from each respective county; and

WHEREAS, Blue Plus, Medica and UCare submitted proposals to provide managed health care services in Le Sueur County; and

WHEREAS, representatives of Le Sueur County Departments of Human Services and Public Health have reviewed and evaluated the proposals; and

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●The following cases and claims were approved: (Rohlffing-Connolly)

Soc Serv:\$185,978.77 and Financial:\$ 50,665.14

●The Board approved and authorized the Chair to sign the Resolution/Proclamation in Support of National Drug Court Month. (King-Rohlffing)

●The Board called the County Ditch #58 Public Hearing to order at 10:30 a.m. (King-Gliszinski) John Kolb, County Ditch Attorney and Chuck Brandel, Engineer with I&S Group presented four options. Engineer's recommendation is option #2. There were comments from three landowners.

●The Board recessed the Public Hearing to collect more information and will reconvene on June 16, 2015 at 10:30 a.m. (King-Rohlffing)

●The Board approved the recommendation to grant regular status to Ruby Kramer, full time Administrative Assistant/Recording Clerk in the County Administration Department, effective May 19, 2015. (King-Gliszinski)

●The Board approved the recommendation to hire Dawn Giesen as a full time Recreational Therapist in Human Services, as a Grade 7, Step 1 at \$18.09 per hour, effective June 8, 2015. (Connolly-Rohlffing)

●The Board approved the recommendation to grant an additional step to Sherri Simon, full time Deputy Auditor Treasurer III – Accounts Payable/Records Management in the Auditor-Treasurer's Office, effective March 2, 2015. (Gliszinski-King)

- The Board approved the recommendation to grant an additional step to David O'Malley, full time Facility and Grounds Staff in the Building Maintenance Department, effective March 23, 2015. (Connolly-Rohlfing)
- The Board approved the recommendation to grant an additional step to Scott Blaschko, full time Facility and Grounds Staff in the Building Maintenance Department, effective March 23, 2015. (Gliszinski-Rohlfing)
- The Board approved the 2015 County Ditch spraying quote from Scott's Helicopter Services. (Rohlfing-Connolly)
- The Board approved and authorized the Chair to sign the 2015 Federal Supplemental Boating Safety Patrol Grant Agreement in the amount of \$3875.00. (Connolly-Gliszinski)
- The Board approved to award the County Wide Seal Coat Contract to Pearson Bros. Inc., in the amount of \$1,071,515.03. (Rohlfing-King)
- The Board approved to award the CSAH 26 & 28 Microsurfacing Contract to ASTECH in the amount of \$503,527.50. (Connolly-King)
- The following claims were approved for payment: (Gliszinski-Connolly)

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142	Claims paid less than \$2,000.00:	\$ 45,140.30
21	Claims paid more than \$2,000.00:	\$112,964.06
163	Total all claims paid:	\$158,104.36

- The Board adjourned until Tuesday, May 26, 2015 at 9:00 a.m. (Connolly-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman



Le Sueur County, MN

Tuesday, May 26, 2015

Board Meeting

Item 2

9:05 a.m. MnDOT Presentation - Rhonda Allis and Bobbi Retzlaff (30 Min)

Staff Contact:



District 7 Public Outreach SFY 2020–2022

Le Sueur County
May 26, 2015

We all have a stake in **A  B**



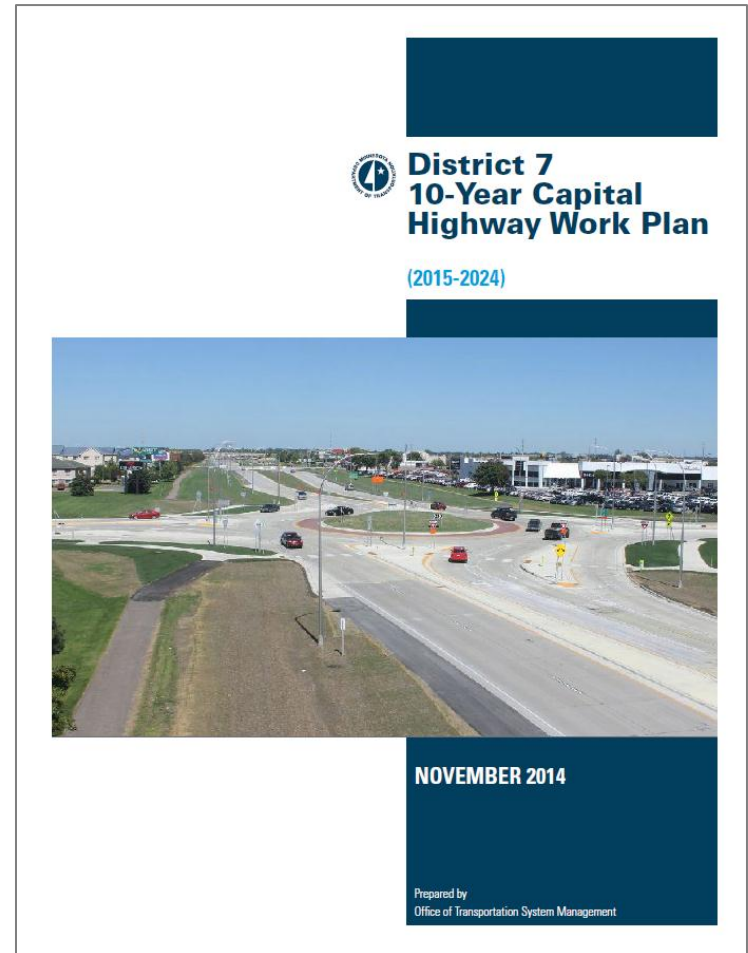
Today's meeting

- ▶ 10-year district work proposal
- ▶ Topics
 - Cost participation
 - Right of way
 - Access management
 - Complete Streets
 - Accessibility
 - Bicycle & pedestrian accommodations
 - Lighting
 - Parking
 - Traffic control signals
 - Speed limits
 - Spring load restrictions
 - Shoulders & rumble strips
 - Utilities
- ▶ Discussion



10-year District work proposal

- ▶ Identifies planned projects within the district
- ▶ Reflects priorities identified in MnSHIP
- ▶ Updated annually



Cost participation

- ▶ Pieces of MnDOT projects typically require local participation
- ▶ MnDOT participation limited to trunk highway purposes
- ▶ Maintenance is also a key consideration



For more information,
see *Cost Participation
and Maintenance
Responsibilities with
Local Units of
Government Manual
(January 2014)*



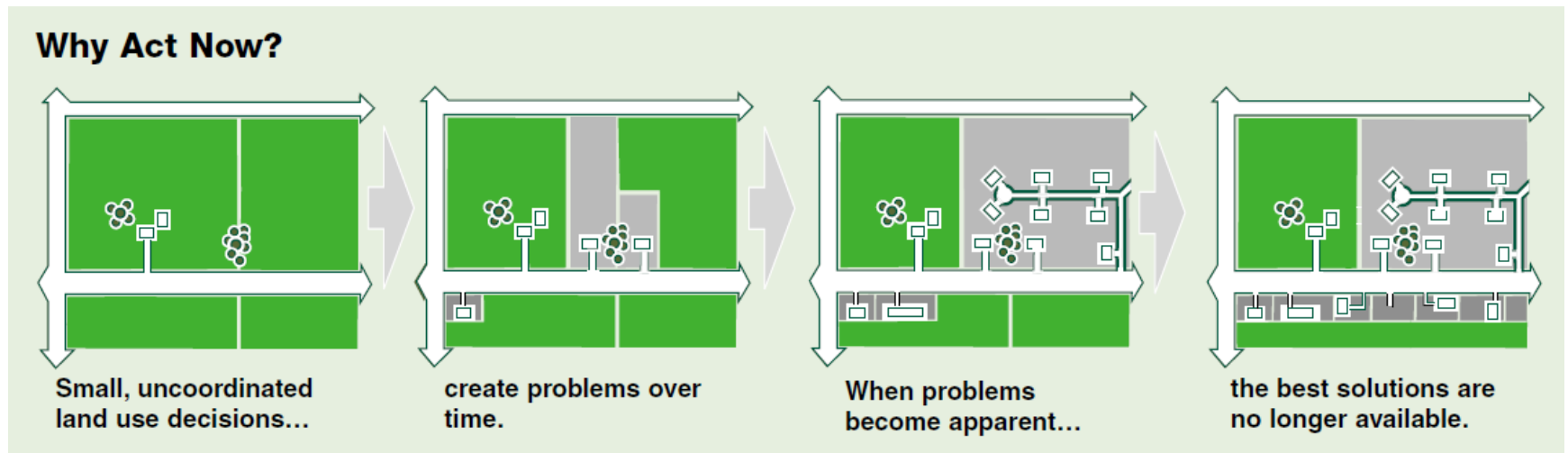
Right of way

- ▶ All work and/or use within MnDOT right of way requires a permit
- ▶ Encroachment is a serious offense
- ▶ It is expected local governments will support MnDOT right of way enforcement activities



Access management

- ▶ Trunk highways move traffic safely and efficiently
- ▶ Local land use decisions affect how the trunk highway functions



Complete Streets

- ▶ Considers and balances the needs of all transportation users
- ▶ Helps maximize the use of public roadways and right of way to provide a comprehensive and connected multimodal transportation system



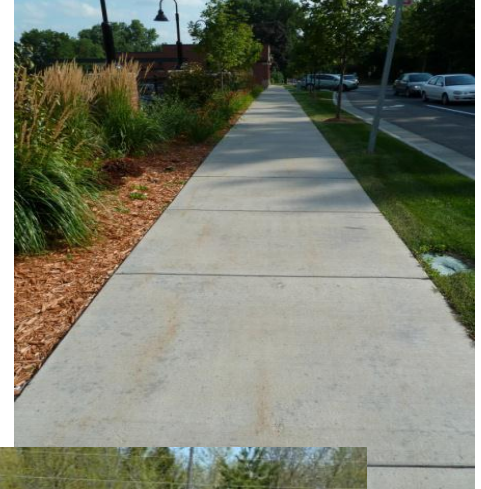
Accessibility

- ▶ Must meet Americans with Disabilities Act (ADA) accessibility guidelines
- ▶ Common areas of concern include:
 - Accessible Pedestrian Signals
 - Curb ramps
 - Sidewalks
- ▶ Cost participation required



Bicycle and pedestrian accommodations

- ▶ Sidewalks, bikeways and shared use paths are important elements of the transportation system
- ▶ MnDOT developing statewide bicycle and pedestrian plans
- ▶ Coordination is the key to success
- ▶ Cost participation usually required



Lighting

- ▶ Lighting must be justified for MnDOT to participate
- ▶ MnDOT participation based on standard MnDOT lighting equipment
- ▶ MnDOT project not necessary to address lighting concerns



Parking

- ▶ Existing or new parking requires local participation
- ▶ MnDOT will not participate in creating new parking on the trunk highway
- ▶ MnDOT will consider funding to relocate parking off the trunk highway on a case-by-case basis



Traffic control signals

- ▶ Proposed traffic control (4-way stop or signal) installations or changes require an intersection control evaluation (ICE) report and concurrence by the district traffic engineer



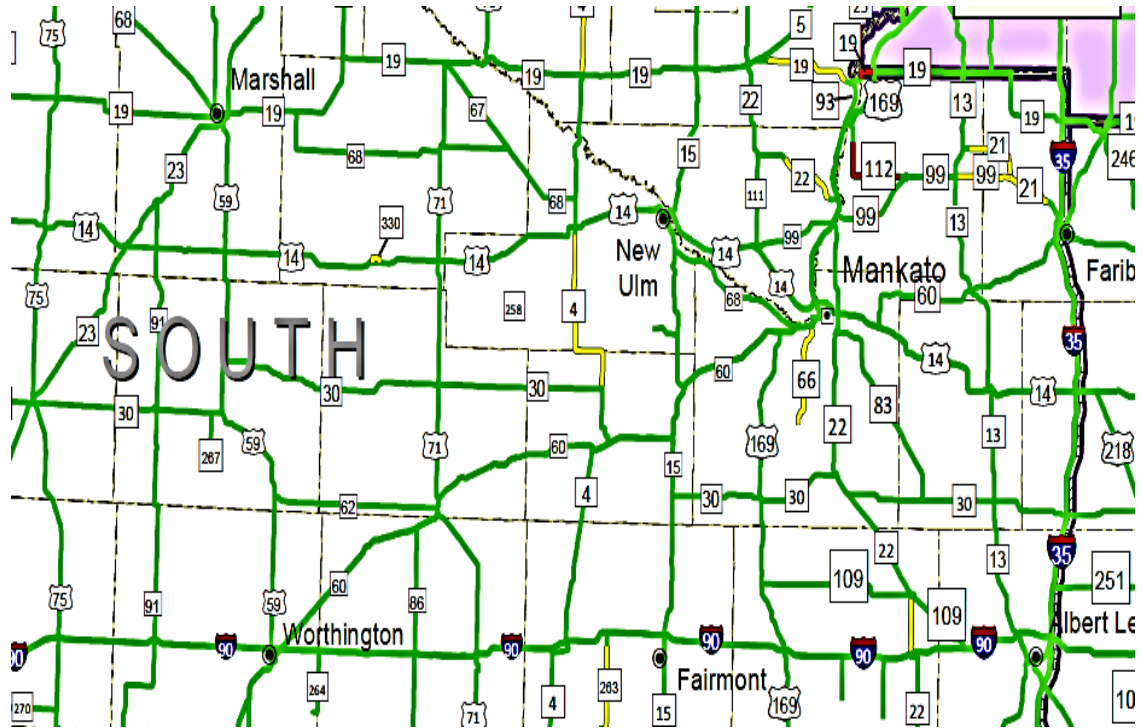
Speed limits

- ▶ Improve traffic flow and reduce crashes
- ▶ Defined under MN Statute 169.14
- ▶ Based on ideal travel conditions
- ▶ If questions about whether the posted speed limit is correct, MnDOT will complete a speed study



Spring load restrictions

- ▶ Roads are at their weakest during spring thaw
- ▶ Seasonal load restrictions are used as a preservation strategy
- ▶ 6% of state highways have spring load restrictions



http://www.mrr.dot.state.mn.us/research/seasonal_load_limits/sllindex.asp



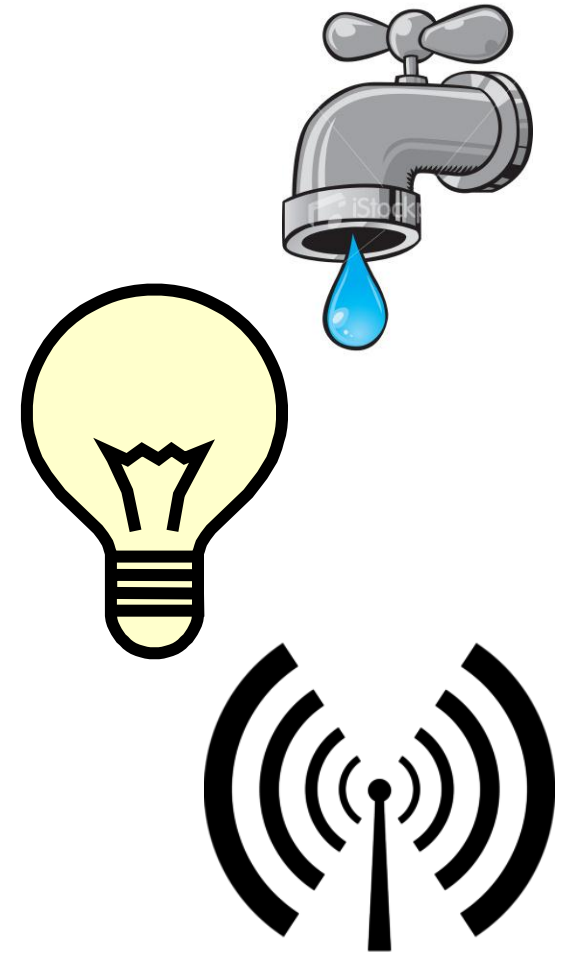
Shoulders & rumble strips/stripes

- ▶ Shoulder width based on traffic levels and roadway type
- ▶ Rumble strips/stripes required on all rural highways
- ▶ Wherever practicable and feasible, MnDOT will provide a minimum 6' paved shoulder where rumble strips will be placed on highways with existing or potentially significant bicycle traffic



Utilities

- ▶ When a MnDOT project affects utilities, a general rule of thumb regarding costs:
 - If the utility is by permit, the utility owner typically pays any associated costs
 - If the utility is by easement, MnDOT typically pays associated costs
- ▶ The majority of utilities are by permit



Next steps

- ▶ Select projects for scoping (Summer 2015)
- ▶ Hold pre-scoping meeting with LUG (Summer 2015)
- ▶ Identify Project Manager (Summer 2015)
- ▶ Include in draft 2017–2020 ATIP (April 2016)



Feedback

- ▶ Questions?

- ▶ For the potential project in your community, what should we know?
 - Utilities?
 - Streetscape ideas?
 - Local plans?
 - Safety concerns?
 - Other?



Contact information

Ronda Allis

Transportation Planner

MnDOT District 7

507-304-6196

ronda.allis@state.mn.us

<http://www.dot.state.mn.us/>

A to Z topics





Le Sueur County, MN

Tuesday, May 26, 2015

Board Meeting

Item 3

9:35 AM Kathy Brockway, PZ Administrator (5 minutes)

2 CUP's/ Weick

Staff Contact:

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
88 SOUTH PARK AVE.
LE CENTER, MINNESOTA 56057
May 14, 2015

MEMBERS PRESENT: Don, Reak, Jeanne Doheny, Don Rynda, Chuck Retka, Shirley Katzenmeyer, Steve Olson, Doug Krenik, Al Gehrke, Betty Bruzek,

MEMBERS ABSENT: Pam Tietz

OTHERS PRESENT: Kathy Brockway, Commissioner Connolly.

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

ITEM #1: SHAWN WEICK, CLEVELAND, MN, (APPLICANT/OWNER): Requests that the County grant a Conditional Use Permit to allow the applicant to establish and operate a self-service storage facility (boat and recreational equipment storage) in an Agriculture "A" District. Property is located in Government Lot 5, Section 1, Cleveland Township.

Kathy Brockway presented power point presentation. Shawn Weick, applicant was present for application.

TOWNSHIP: notification through the application process DNR: N/A LETTERS: none

Discussion was held regarding: strive to start a storage business in Le Sueur County, resident in the area for the past 7 years, need for boat storage in the area, indoor storage, start with the construction of 2 buildings with 30 bays per building, plans to construct additional buildings in phases depending on the demand, agreement with the former landowner that outdoor storage would not be allowed, land to the south and west is zoned residential, land where the buildings are proposed is zoned Agriculture, no security, lighting, individual bays will have their own locked door, sliding doors or the typical garage doors, open between bays, 15 on each side of the building, worry about theft, cement floors, liability insurance, stay away from the mini storage concept, 12' sidewalls, buildings will not be heated, possibility of gas storage in the building that is left in the boats, 60 ft. gravel surface between the buildings, access off the county road and the township road as approved by the road authorities, 911 sign off the county road, intended use is for boat storage, sign by the entrance, weed control, applicant lives close to the facility for security and will be able to manage the site, checked with landowners in the area to purchase property, no one interested in selling ag land, traffic on Island Road, very little day to day traffic for boats, most will store their boat in during the off season and pick it up in the spring, time frame for construction, no security fence, open 24/7, 365 days per year, future use of the property if the storage facility does not pan out, could continue to use as storage.

PUBLIC COMMENT: *Anne Soweija*, property owner, first home on Island Road, is opposed to the application, lived here for about 2 years, moved to this area for peace and quiet from the cities, moved out here with their family in order to give their children and grandchildren a place to play, a place away from traffic, their dream is turning into a nightmare, abundance of wildlife, look out their windows, a place to feel safe, feels the storage facility will decrease their property values, the area is in the middle of the sewer district project and that should be dealt with first before allowing this use in the area, extra traffic on the township road, more crime in the area, financial burden on the property owners, will be hard to sell their property in the future, keep it in the Cape Horne area not our road.

Jack Stouten, landowner, thanked the board for everything they do for Le Sueur County, property owner, does not want to see this in front of their home, this was a beautiful area, when they moved here there was a sign that said lots for sale, expected it to be housing not a storage facility, decrease property values considerably, rethink this, does not want this to end up being a junk yard. Lived in Ottertail County, storage facility areas ended up being a junk yard, area was not kept up, ended up being a dumping ground, does not want this in the area, keep it in the area where the applicant lives not our area.

Roy Barnett, lives east of Jack Stouten, since 1994, has full view of the storage site, former owner split the property for residential usage, keep it residential, thought that the area was residential and agricultural not commercial, was going to move from the area, but they decided to stay in the area, moved here for peace and quiet, low traffic, It is still in our yards not yours, concerned with traffic in and out of the area, grandkids ride their bikes on the road and is concerned with the extra traffic.

Rita Kluntz, is in total agreement with the former speakers, the farm was her dad's and her brothers sold this property to the former owner and thought that this was going to remain residential, she is retired and enjoys the area for the peace and quiet, she is totally against the project.

Kathy Brockway gave an overview of the zoning districts and proposed uses within the districts, differences between the shoreland districts and Ag districts.

Anne Soweija, if the permit is not allowed will he have to build someone else.

Kathy Brockway again explained the permitted uses within the Ag District. He is able to build a storage shed for his personal storage should the application be denied. It is only in the residential districts that a primary structure is required to be constructed prior to an accessory structure.

Planning Commission makes a recommendation to the County Board; the County Board makes the decision.

Elizabeth Kinney, feels it will devalue her property, figure out what is going to happen with the sewer district before allowing this structure, fire protection, check into fire protection, storage of gas.

Gerald Basytr, does not want this facility to be constructed in this area, build in your own area.

Jim Soweija, this is right in front of his lake front property and does not want to look at this.

Shawn Weick, stated he did check with landowners adjacent to his property and they did not want to sell their Ag land, otherwise he would have constructed the building next to that development.

Roy Barnett, It is still in our yards not yours, if you want in your yard go ahead, wife complains when corn is planted across the street and distracts her view what do you think a storage unit will do? Was the DNR Notified.

Linda Stouton, negative effects in the area.

Findings by majority roll call vote:

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

Motion was made by Doug Krenik to approve the application as presented with the following conditions:

1. *Access off Jefferson Road only;*
2. *Indoor Storage;*
3. *Weed control plan established in writing and filed with the department.*

Seconded by Don Reak. Motion approved 8-1(negative affects to the area, did not demonstrate the need for facility, future use of the building and enough information for the storage of chemicals) Motion carried.

ITEM #2: SHAWN WEICK, CLEVELAND, MN (APPLICANT/OWNER): Requests that the County grant a Conditional Use Permit to allow grading, excavating and filling of approximately 10,028 cubic yards of material for grading and stormwater ponds in an in an Agriculture "A" District. Property is located in Government Lot 5, Section 1, Cleveland Township.

Kathy Brockway presented power point presentation. Shawn Weick applicant, was present for application.

TOWNSHIP: notification through application process. DNR: N/A LETTERS: none

Discussion was held regarding: error on notice, should be 10,028 cubic yards of material not 4099 cubic yards, no runoff to the south, erosion control measures in place, outlets to the road ditch, trees, tree plan as part of the application for the facility, meets the requirements for a stormwater permit issued through the MPCA.

PUBLIC COMMENT: **Roy Barnett**, landowner, was the DNR notified.
Kathy Brockway, not within the shoreland district, property is zoned Ag.
Linda Stouton, concerned with the negative impacts this will have on the neighborhood.
Sandy Soweija, concerned with security.

Findings by majority roll call vote:

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

Motion was made by Don Reak to approve the application with the following conditions: Utilize dust control measures during construction, Excess topsoil to be removed from site therefore allowing no stockpiling on site, Access to the property is off County Road 18 (Lake Jefferson Road) Seconded by Steve Olson. Motion approved. Motion carried.

Motion was made by Al Gehrke to approve the minutes from the April 9, 2015 meeting by Seconded by Betty Bruzek. Motion approved. Motion carried.

Motion to adjourn meeting by Chuck Retka. Seconded by Betty Bruzek. Motion approved. Motion carried. Meeting Adjourned.

Respectfully submitted,
Shirley Katzenmeyer,
Kathy Brockway

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

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
May 26, 2015

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS
FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
SUBJECT: "REQUEST FOR ACTION"

The Planning Commission recommends your action on the following items:

ITEM #1: SHAWN WEICK, CLEVELAND, MN, (APPLICANT/OWNER): Requests that the County grant a Conditional Use Permit to allow the applicant to establish and operate a self-service storage facility (boat and recreational equipment storage) in an Agriculture "A" District. Property is located in Government Lot 5, Section 1, Cleveland Township.

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

Therefore, the Planning Commission recommends approval of the application with the following conditions:

1. *Access off (County Road 18)Jefferson Road only;*
2. *No outside storage;*
3. *Weed control plan established in writing and filed with the department.*

ITEM #2: SHAWN WEICK, CLEVELAND, MN (APPLICANT/OWNER): Requests that the County grant a Conditional Use Permit to allow grading, excavating and filling of approximately 10,028 cubic yards of material for grading and stormwater ponds in an in an Agriculture "A" District. Property is located in Government Lot 5, Section 1, Cleveland Township.

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

Therefore, the Planning Commission recommends approval of the application with the following conditions:

1. *Utilize dust control measures during construction;*
2. *Excess topsoil to be removed from the site, therefore no stockpiling of material onsite.*
3. *Access to the property is off County Road only.*

ACTION: ITEM #1: _____

ITEM #2: _____

DATE: _____

COUNTY ADMINISTRATOR'S SIGNATURE: _____

FINDINGS OF FACT

WHEREAS, SHAWN WEICK, CLEVELAND, MN, (APPLICANT/OWNER): has applied for a Conditional Use Permit to establish and operate a self-service storage facility (boat and recreational equipment storage) in an Agriculture "A" District. Property is located in Government Lot 5, Section 1, Cleveland Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on **May 14, 2015**, in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

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

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

WHEREAS, On May 26, 2015, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners approved/denied the Conditional Use Permit application as requested by **SHAWN WEICK, CLEVELAND, MN.**

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the May 26, 2015, Le Sueur County Board meeting in order to protect the public health, safety and general welfare of the citizens of Le Sueur County.

1. **With the imposition of appropriate conditions as stated, the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.**
2. **With the imposition of appropriate conditions as stated, the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.**
3. **With the imposition of appropriate conditions as stated, adequate utilities, access roads, drainage and other facilities are being provided.**
4. **With the imposition of appropriate conditions as stated, adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**

5. **With the imposition of appropriate conditions as stated, adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.**

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to establish and operate a self-service storage facility (boat and recreational equipment storage) in an Agriculture "A" District. Property is located in Government Lot 5, Section 1, Cleveland Township, is approved/denied.

ATTEST:

Lance Wetzel, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____

FINDINGS OF FACT

WHEREAS, SHAWN WEICK, CLEVELAND, MN, (APPLICANT/OWNER): has applied for a Conditional Use Permit to allow grading, excavating and filling of approximately 10,028 cubic yards of material for grading and stormwater ponds in an in an Agriculture "A" District. Property is located in Government Lot 5, Section 1, Cleveland Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on **May 14, 2015**, in order to hear public testimony from the applicants as well as interested parties pertaining to and as provided by the Zoning Ordinance of Le Sueur County.

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

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

WHEREAS, On May 26, 2015, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners approved/denied the Conditional Use Permit application as requested by **SHAWN WEICK, CLEVELAND, MN.**

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- 3. With the imposition of appropriate conditions as stated, adequate utilities, access roads, drainage and other facilities are being provided.**
- 4. With the imposition of appropriate conditions as stated, adequate measures will be taken to provide sufficient off-street parking and loading space to serve the proposed use.**

5. **With the imposition of appropriate conditions as stated, adequate measures will be taken to prevent and control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.**

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ATTEST:

Lance Wetzel, Chairman, Le Sueur County Board of Commissioners.

Darrell Pettis, Le Sueur County Administrator

DATE: _____



Le Sueur County, MN

Tuesday, May 26, 2015

Board Meeting

Item 4

9:40 a.m. Human Resources (15 min)

Staff Contact:



Human Resources

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

HUMAN RESOURCES AGENDA ITEMS May 26, 2015

Recommendation to approve the retirement request from Judy Hepworth, full time Social Worker Team Lead in Human Services, effective May 29, 2015. Judy has been employed at Le Sueur County since November 1994. Present retirement plaque (20 years).

Present retirement plaque to Judy Ykema. Judy will retire on May 29, 2015 after 41 years of service. Judy worked as an Eligibility Worker in Human Services.

Present retirement plaque to Keith Lammers. Keith will retire on May 28, 2015 after 20 years of service. Keith worked as a Highway Maintenance Worker in the Highway Department.

Recommendation to hire Kathy Gray, as a part time Homemaker in Public Health, as a Grade 1, step 1 at \$12.76 per hour, effective June 1, 2015.

Recommendation to hire Lindsay Ayers as a part time Home Health Aide in Public Health, as a Grade 2, Step 1 at \$13.53 per hour, effective June 1, 2015.

Recommendation to hire Justin Coates as a full time Community Support Technician in Human Services, as a Grade 5, Step 2 at \$16.69 per hour, effective June 15, 2015.

Recommendation to revise the April 28, 2015 board minutes to correct the hourly rate for Jody Brown, Deputy Auditor Treasurer III – Accounting Specialist/Motor Vehicle Supervisor, from \$22.34 to \$21.55.

Recommendation to revise the April 28, 2015 board minutes to correct the hourly rate for Connie Kopet, Chief Deputy Auditor Treasurer, from \$27.93 to \$26.95.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, May 26, 2015

Board Meeting

Item 5

9:55 am Jim McMillen, Maintenance (5 min)

RE: Jail sewer

Staff Contact:

Proposal

59160 Madison Ave.
Mankato, MN 56001



Phone: (507)-388-7332
Fax: (507)-388-4192

PROPOSAL SUBMITTED TO:

**LeSueur County Law Enforcement Center
88 South Park Ave.
LeCenter, MN. 56057**

PHONE: 507-357-2251
FAX: 507-357-6375
JOB NAME/LOCATION:

DATE: 5/15/15

Sewer Line Repair

ATTN: **Jim McMillen**

We Propose hereby to furnish material and labor – compete in accordance with specifications below, for the sum of

Twenty Thousand Nine Hundred and NO/100----- Dollars \$ 20,900.00

Payment to be made as follows:

Monthly Progress payments as work progresses. Finance Charges of 1.5% per month to be charged on all amounts unpaid after 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Signature: **Bruce Manteufel**

Note: Pricing subject to change after 30 days due to limited vendor pricing guarantees.

Sewer Line Repair

We propose to:

- Remove approx. 40' of sewer pipe and replace with PVC pipe and fittings
- Concrete removal to include; saw and remove 2'x46' trench for plumbing repair; poly walls 4" concrete floor; pour back trench w/#4000 concrete mix w/trowel finish, dowels in every 3' w/1/2" rebar
- Supply and install new water closet and lav
- Remove existing ceramic tile; replace bathroom ceramic tile-
- Labor & materials to replace ceiling in Bathroom
- Stock tile 2x2 floor tile; 4x4 wall tile from existing inventory
- 4" Cove Base
- Schlutter Bar at door
- Luxury vinyl tile to match tile in Dispatcher's Room –not an exact match to the existing hallway tile installed
- Reinstall existing light fixture, mirror, TP Holder
- All work to be done during normal working hours

**Does Not Include: Fire Sprinkler Work
Permits if required**

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Signature _____

Date of Acceptance _____

Signature _____

G:\Electric Paper\Proposals\Le Sueur\Law Enforcement Sewer Line Repair.doc



design | build | repair | replace

Date: May 21, 2015

To: Whom it may concern

We are pleased to provide to you a proposal for the above referenced project.

SCHWICKERT TECTA AMERICA, LLC, hereinafter referred to as "Contractor", proposes to furnish and apply all labor and materials listed below with the necessary tools and equipment to complete the following project Le Sueur County Court House Bathroom Remodel, hereinafter referred to as "Owner".

Scope of Work and Clarifications

PLUMBING:

- Demo existing fixtures and piping associated with bathroom to existing 6" cast iron at the end of the hall
- Provide and install 4" drain, waste and vent piping
- Connect new 4" waste piping into Existing 6" Waste Piping
- Provide and install new floor drain
- Provide and install new Water Closet
- Provide and install new Sink
- Provide and install new domestic piping
- Concrete cutting and Patching done by Tom Oak concrete & Masonry, Inc.
- Tile, wall and Ceiling done by Carpet Castle L.L.C.

Exclusions:

- Electrical power, not included
- Fire Protections

Clarifications:

- Under the assumptions that work will take place during normal working hours (7a.m. to 4p.m.).

CONTRACT PRICE: The NET SUM payable for the project as described in the above referenced scope of work and specifications is: **\$37,295.00 (THIRTY SEVEN THOUSAND TWO HUNDRED NINETY FIVE DOLLARS)**

RECEIPT

Receipt of this Pre-Lien Notice and a copy hereof, is hereby acknowledged by

SUBMITTED BY
SCHWICKERT TECTA AMERICA, LLC

ACCEPTED BY
OWNER

Tyler Koepp

Tyler Koepp Project Manager/Estimator
tkoepp@schwickerts.com
Cell 507-386-4198

507.281.0611
Schwickert's Tecta America, LLC
204 Schuman Drive NW, Stewartville,
MN 55976

507.387.3106
Schwickert's Tecta America, LLC
330 Poplar Street, Mankato,
MN 56001

612.284.4233
Schwickert's Tecta America, LLC
5420 Highway 169 North, New Hope,
MN 55411

www.schwickerts.com | AN EQUAL OPPORTUNITY EMPLOYER



Le Sueur County, MN

Tuesday, May 26, 2015

Board Meeting

Item 6

10:00 a.m. Darrell Pettis, County Administrator

RE: Approved contract for SAP 40-614-010, 40-628-023, CP 2215 & CP 2315

RE: Resolution for LRIP Grant Agreement

RE: Set bid opening for CSAH 28 and TH 169 Project, June 22 at 1pm

RE: State Aid Highway Funds Advance Resolution

RE: TH 169 and CSAH 28 Right of Way

RE: Approve 2014 Road and Bridge Annual Report

RE: Other

Staff Contact:

LE SUEUR COUNTY
STATE AID HIGHWAY FUNDS ADVANCE RESOLUTION

WHEREAS, the County of Le Sueur is planning to implement County State Aid Street Project(s) in 2015 which will require State Aid funds in excess of those available in its State Aid Regular Construction Account, and

WHEREAS, said County is prepared to proceed with the construction of said project(s) through the use of an advance from the County State Aid Construction Fund to supplement the available funds in their State Aid Regular Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date: <u>05/13/2015</u>	<u>\$ 543,801.91</u>
Less estimated disbursements:	
Project <u>SAP 40-626-044</u>	<u>\$235,690.50</u>
Project <u>SAP 40-628-029</u>	<u>\$267,837.00</u>
Project <u>SAP 40-030-011</u>	<u>\$634,934.20</u>
Total Estimated Disbursements	<u>\$1,138,461.70</u>

Advance Amount (amount in excess of acct balance)	<u>\$ 594,659.79</u>
---	----------------------

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.08, Subd. 5 & 7 and Minnesota Rules, Chapter 8820, and

WHEREAS, the County acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, Be It Resolved: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved County State Aid Highway Project(s) of the County of Le Sueur in an amount up to \$ 594,659.79 in accordance with Minnesota Rules 8820.1500, Subp. 9. I hereby authorize repayments from subsequent accruals to the Regular Construction Account of said County in accordance with the schedule herein indicated: (initial one)

☒ Repayment from entire future year allocations until fully repaid.
☐ Repayment in _____ equal annual installments
☐ Repayment from future year allocations in amounts listed below until fully repaid (maximum 3 year repayment). \$ _____ CY _____ \$ _____ CY _____ \$ _____ CY _____

I, Darrell Pettis, duly appointed and qualified Administrator in and for the County of Le Sueur, do hereby certify that the above is a true and full copy of a resolution duly adopted by the County Board of Le Sueur County, State of Minnesota, assembled in regular session on the 26th day of May, 2014.

County of Le Sueur

County Administrator

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Chapter 12 - H.F. 23 (2011 1st Special Session). The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement.

1. Effective date of this Agreement: May 26, 2015
2. Public Entity (Grantee) name, address and contact person:

Le Sueur County
88 South Park Avenue
Le Center, MN 56057
Contact: Darrell Pettis, Le Sueur County Engineer

3. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
Fifth Street (CSAH 3) Area Street and Utility Improvement Project SAP 040-603-025	\$500,000		July 31, 2016

4. Total Amount of LRIP Grant for all projects under this Agreement: \$500,000.
5. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Completion Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

6. Additional requirements, if any:
7. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Programs Engineer

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____
Contract Administrator

Date: _____

EXHIBIT A**SOURCES AND USES OF FUNDS SCHEDULE**

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
LRIP Grant	\$500,000	Grant Funds:	
		Local Street	\$128,836
Other:		County Street	\$371,164
Subtotal	\$500,000	Subtotal	\$500,000
Public Entity Funds:		Items paid for with Non-	
County State Aid Funds	\$3,494,882	LRIP Grant Funds:	
Other:		Street	\$3,524,704
City Local Utility Funds	\$1,020,635	Storm Sewer	\$770,517
City General Levy	\$205,778	Landscaping/Lighting	\$263,082
Utility Agreement	\$47,653	Sanitary Sewer	\$597,187
Local Assessments	\$1,052,243	Water Main	\$618,048
		Gas Main Removal	\$47,653
Subtotal	\$5,821,191	Subtotal	\$5,821,191
TOTAL FUNDS	\$6,321,191	TOTAL PROJECT COSTS	\$6,321,191

EXHIBIT B

PROJECT COMPLETION SCHEDULE

(Provide for enough time to final the project through the MnDOT state aid pay request process.)

Pre-Award Meeting	March 25, 2015
Begin Construction	April 6, 2015
Substantial Completion	October 31, 2015
Final Completion	July 31, 2016

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Le Sueur, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated May 26, 2015; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: May 26, 2015

Le Sueur County, a political subdivision of the
State of Minnesota

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

The road right of way for:

1. Fifth Street SE/NE (CSAH 3) from TH 21 to Mill Avenue (CSAH 3)
2. Fifth Street NE from Mill Avenue to Hickory Avenue
3. Oak Avenue SE from Fifth Street to dead-end
4. Elm Avenue SE from Fifth Street to dead-end
5. Sixth Street SE from Oak Avenue to Elm Avenue
6. Ash Avenue SE from Fifth Street to dead-end

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 Grant of Monies. MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public Ownership, The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (ii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented

- by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.
- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
 - I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
 - J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
 - K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
 - L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
 - M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
 - N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
 - O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
 - P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
 - Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP

Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

**Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested

- sinking funds” and “replacement proceeds”) in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Code Section 148.
- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
 - C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
 - D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
 - E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 The Advances. MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise

been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (i) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 Additional Funds. If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the

Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 Condition Precedent to Any Advance. The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 Processing and Disbursement of Advances. The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the "Delegated Contract Process or State Aid Payment Request" as requested and approved by the appropriate district state aid engineer.

Section 4.06 Construction Inspections. The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and

shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Patti Loken, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.16 **Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.17 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.18 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.20 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.21 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.22 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.23 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.24 **Jobs Reporting Requirements.** Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Exhibit G** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained where the jobs are located and the pay ranges of the jobs.

Section 5.25 **American-Made Steel.** Minnesota Laws 2014, chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

Local Road Improvement Program Solicitation 2014 Application Form



MnDOT / State Aid for Local Transportation
395 John Ireland Blvd, MS 500
St. Paul, MN 55155

Contact

Agency:	<input type="text" value="City of Montgomery"/>		
First Name:	<input type="text" value="Brian"/>	Last Name:	<input type="text" value="Heck"/>
Address:	<input type="text" value="201 Ash Ave SW"/>	City:	<input type="text" value="Montgomery"/>
State:	<input type="text" value="MN"/>	Phone Num:	<input type="text" value="(507) 364-8888"/>
		E-mail:	<input type="text" value="bheck@cityofmontgomerymn.co"/>
County Sponsor (if applicable):	<input type="text" value="40LE SUEUR"/>		

Project Location

Road Authority	<input type="text" value="2- City"/>	Road Authority Name	<input type="text" value="City of Montgomery"/>
Route:	<input type="text" value="Fifth Street"/>	MnDOT District	<input type="text" value="7- Mankato"/>
County:	<input type="text" value="40LE SUEUR"/>	City/Township	<input type="text" value="Montgomery"/>
Project limits (Termini)			
From Mile Post:	<input type="text"/>	To Mile Post:	<input type="text"/>
		Length (mi):	<input type="text" value="1.24"/>
Beg. Desc. Loc.	<input type="text" value="5th Street (TH 21)"/>	End. Desc. Loc.	<input type="text" value="5th Street (Hickory Avenue)"/>

Description

Brief Description of the Project:

The existing street sections on 5th Street have reached the end of its design life. 5th Street from TH 21 to Mill Avenue NE is a County State Aid Highway (CSAH 3) will be a full reconstruct. 5th Street from Mill Avenue NE to Hickory Avenue is a local street and will be a full depth pavement reclamation/pavement replacement. The reconstructed roads will be built to 10-ton route standards to accommodate existing truck traffic.

Is your project on a route of regional significance? (check all that apply)

<input checked="" type="checkbox"/> Farm to Market artery	<input checked="" type="checkbox"/> Part of a 10-ton route system
<input type="checkbox"/> Part of an economic development plan	<input type="checkbox"/> Serves as a regional tourist destination
<input type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road	<input checked="" type="checkbox"/> Is a connection to the IRC system, trunk highway or a county road

Project's contribution to other local regional, or state economic developments or redevelopment efforts:

5th Avenue supports numerous areas businesses. This includes businesses along the route and area businesses that use the roadway to ship their raw and finished products. Seneca Foods and US Steel are two such businesses. Seneca Foods (600 5th Street SE) utilizes 5th Street as its only access point. It receives an estimated 4,242 truckloads of raw materials each year utilizing growers from throughout the region. Regarding the plant's finished product, there are roughly 1,900 truckloads coming in and out of the plant. The plant also supports local cattle farmers by supplying feed silage, which is a by-product of the plant's sweet corn processing. Last year 3,931 loads of silage were trucked from the site. Furthermore, the company is one of the area's largest employers with 115 full-time employees, plus hundreds of seasonal employees. Another business that directly benefits from this project is United Steel, which uses 5th Street as the primary roadway for transporting its raw materials and finished products. In addition to supprting these two businesses, this roadway is an important route for businesses from throughout the region.

**Local Road Improvement Program Solicitation
2014 Application Form**



MnDOT / State Aid for Local Transportation
395 John Ireland Blvd, MS 500
St. Paul, MN 55155

Description

Identify the transportation deficiency that the project will address and the proposed safety or engineering strategy.

While the original construction of 5th Street, from Mill Avenue to Hickory Avenue North (local segment), was constructed as a 10-ton route, the existing roadway surface has exceeded its useful life. Replacement of the pavement will preserve the original investment in the roadway, while maintaining the 10-ton route and improving the driving surface. Similarly, the CSAH segment of the project from TH 21 to Mill Avenue has exceeded its useful life. The roadway is considerably older and will require it to be reconstructed.

Additionally, the proposed project will increase intersection awareness. The proposed safety strategies would be to add stop bars, road stripping, and larger regulatory signage to increase driver awareness.

Project Readiness

Construction Year (select one)

2015

Does the project have any historical/archeological impacts?

☒ No ☐ Yes, Describe:

What is the project development status?

☐ Design work has not started ☒ Design in progress ☐ Plans have been approved

What is the Right-Of-Way status on the project?

☒ No R/W needed ☐ R/W needed but not yet acquired

Cost

Project funding sources:

Federal

State Aid

Local/Other

LRIP

Total Cost

1,519,727.00

750,000.00

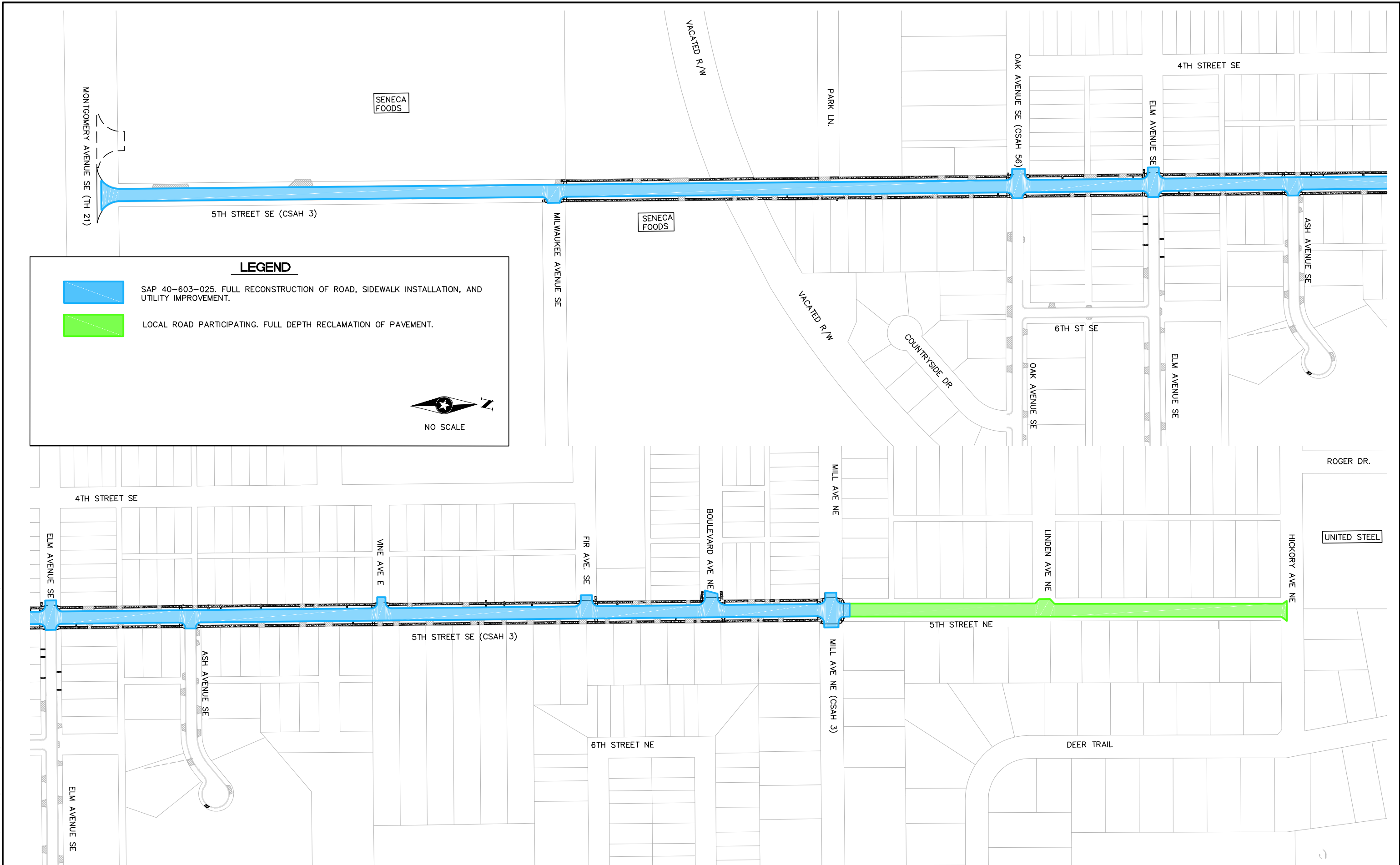
2,269,727.00



For Internal Use Only

District State Aid Engineer Signature - Review and Approval

Date

P:\KOL\Lesur\125487\5-final-dsgn\51-drawings\10-Civil\cad\dwg\misc\LE 125487 LRP.dwg 12/9/2014 12:50 PM dscott



DRAWN BY: DJS						I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  Christopher M. Cavett, PE Date: 12/15/2014 Lic. No. 24719	 PHONE: 507.388.1989 12 CIVIC CENTER PLAZA SUITE 2088 MANKATO, MN 56001-7787 www.sehinc.com	5TH STREET (CSAH 3) AREA IMPROVEMENTS PROJECT FOR LE SUEUR COUNTY AND THE CITY OF MONTGOMERY, MINNESOTA	EXISTING WATERMAIN MAP	FILE NO. LESUR 125487
DESIGNER: DJS										
CHECKED BY: CDK										
DESIGN TEAM		NO.	BY	DATE	REVISIONS					

FEASIBILITY STUDY - ESTIMATE OF PROBABLE COSTS
FIFTH STREET (CSAH 3) AREA STREET AND UTILITY PROJECT
MONTGOMERY, MINNESOTA
SHEET NO. LESUR 123487
December 18, 2014

Item No.	Item Description	Unit	Unit Price	Est. Qty.	Est. Cost	5th Street (CSAH 3) TH 21 to Mill Ave.	5th Street NE Mill Ave. to Hickory Ave.
PROJECT TOTAL						Street	Full Depth Rec.
2021.501	Mobilization	LS	\$ 110,290.00	1	\$ 57,330	0.50	\$ 2,205
2101.502	Cleaning	Each	\$ 385.88	63	\$ 24,310	63	\$ -
2101.502	Grubbing	Each	\$ 220.50	63	\$ 13,892	63	\$ -
2101.502	Remove Concrete Curb and Gutter	Each	\$ 6,858.1	63	\$ 431,901	63	\$ -
2104.501	Remove Asphalt Cooled Steel Pipe	L.F.	\$ 23.15	10	\$ 232	6.78	\$ 441
2104.505	Remove Concrete Walk	SVY	\$ 4.41	915	\$ 4,035	915	\$ -
2104.505	Remove Bituminous Surface (P)	SVY	\$ 1.98	22,349	\$ 44,352	22,349	\$ -
2104.505	Remove Bituminous Surface (P)	SVY	\$ 3.31	1,720	\$ 5,689	1,720	\$ -
2104.509	Remove Mail Box Support	EACH	\$ 3.31	26	\$ 86	8	\$ -
2104.511	Sawing Concrete Pavement (Full Depth)	L.F.	\$ 4.96	278	\$ 1,379	278	\$ -
2104.513	Sawing Bituminous Pavement (Full Depth)	L.F.	\$ 2.76	770	\$ 2,122	720	\$ 50
2105.501	Common Excavation (P)	C.Y.	\$ 8.82	18,470	\$ 162,905	18,470	\$ -
2105.522	Select Granular Borrow (CV) (P)	C.Y.	\$ 16.54	8,858	\$ 146,489	8,858	\$ -
2105.601	Construct Temporary Drive (Lump Sum)	Each	\$ 8,268.75	1	\$ 8,269	1	\$ -
2105.601	Construct Temporary Road 1 (Lump Sum)	Each	\$ 9,922.50	-	\$ -	-	\$ -
2105.601	Construct Temporary Road 2 (Lump Sum)	Each	\$ 7,169.25	-	\$ -	-	\$ -
2105.604	Geotextile Fabric, Type V, Woven	SVY	\$ 1.65	26,574	\$ 43,947	26,574	\$ -
2118.501	Aggregate Surfacing, Class 5 (Temporary)	Ton	\$ 0.01	60	\$ 6	50	\$ -
2118.501	Aggregate Surfacing, Class 5 (Resgrade Driveways)	Mgal	\$ 66.15	80	\$ 5,292	80	\$ -
2130.501	Water (For Dust Control)	Ton	\$ 17.64	60	\$ 1,058	60	\$ -
2130.501	Water (For Turf Establishment)	Mgal	\$ 66.15	115	\$ 7,607	115	\$ -
2211.503	Aggregate Base, Class 5 (CV)	C.Y.	\$ 24.26	4,429	\$ 107,425	4,429	\$ -
2215.501	Full Depth Reconstruction	SVY	\$ 4.41	5,293	\$ 23,342	5,293	\$ -
2215.501	Full Bituminous Surface	SVY	\$ 2.21	50	\$ 110	50	\$ -
2301.504	Supplemental Pavement Reinforcement	Lbs	\$ 1.93	2,250	\$ 4,341	2,250	\$ -
2301.604	Concrete Pavement (6.0")	SVY	\$ 39.69	21,533	\$ 854,645	21,533	\$ -
2331.603	Sewer/Sealed Joint (Bituminous)	L.F.	\$ 4.13	-	\$ -	-	\$ -
2357.602	Bituminous Material For Tack Coat (CSS-1H)	Gal	\$ 4.41	424	\$ 1,870	54	\$ 228
2357.602	Bituminous Material For Tack Coat (CSS-1H)	Ton	\$ 82.69	766	\$ 64,992	150	\$ 12,403
2360.501	Type SP 9.5 Non-Wearing Course Mix (2.B) (SPWN9.530B)	Ton	\$ 77.18	984	\$ 75,940	31	\$ 2,392
2411.507	Concrete Steps	Each	\$ 275.63	3	\$ 827	3	\$ -
2502.541	6" Perft. TP Pipe Drain and Aggregate Filter Material	L.F.	\$ 5.51	10,449	\$ 57,600	10,449	\$ -
2502.602	6" TP Pipe Drain Cleanout	Each	\$ 275.63	2	\$ 551	2	\$ -
2502.602	Sump Pump Service Lines	Each	\$ 209.48	62	\$ 12,987	62	\$ -
2503.603	6" HDPE Pipe Sewer and Aggregate Filter Material	L.F.	\$ 5.51	-	\$ -	-	\$ -
2521.501	4" Concrete Walk w/ Aggregate Base	S.F.	\$ 4.13	39,373	\$ 162,783	39,373	\$ -
2521.501	6" Concrete Walk (Pedestrian Ramp) w/ Aggregate Base	L.F.	\$ 7.72	2,882	\$ 22,242	2,882	\$ -
2531.507	7" Concrete Driveway Pavement w/ Aggregate Base (Residential)	S.F.	\$ 51.82	10,830	\$ 563,311	10,830	\$ 200
2531.507	8" Concrete Driveway Pavement w/ Aggregate Base (Residential)	S.F.	\$ 61.82	1,474	\$ 90,739	1,474	\$ -
2531.507	Concrete Driveway Pavement w/ Aggregate Base (Commercial)	S.F.	\$ 66.15	300	\$ 19,845	300	\$ -
2531.618	Turfaced Domes	S.F.	\$ 44.10	480	\$ 21,168	480	\$ -
2540.602	Install Mail Box Support	Each	\$ 165.38	8	\$ 1,323	8	\$ -
2563.601	Traffic Control	L.S.	\$ 22,050.00	1	\$ 22,050	0.80	\$ 1,103
2564.531	Sign Panels, Type C	S.F.	\$ 38.59	196	\$ 7,563	196	\$ -
2573.602	Temporary Rock Construction Entrance	Each	\$ 716.63	10	\$ 7,166	10	\$ -
2575.604	Turf Restoration w/ 4" Topsoil (Seeding)	SVY	\$ 3.86	7,501	\$ 28,944	7,451	\$ 50
2592.502	4" Solid Line White-Epoxy (Ground In)	L.F.	\$ 0.94	9,595	\$ 8,992	9,595	\$ -
2592.502	4" Broken Line Yellow-Epoxy (Ground In)	L.F.	\$ 1.98	944	\$ 1,873	944	\$ -
2592.502	8" Solid Line White-Epoxy Crossover (Ground In)	L.F.	\$ 1.10	1,418	\$ 1,563	1,418	\$ -
2592.502	24" Solid Line White-Epoxy (Ground In)	L.F.	\$ 4.41	23	\$ 101	23	\$ -
Street, Curb and Gutter, Drainage Pipe, Driveways Subtotal				\$	2,289,727	\$	2,112,001
						\$	157,726

RESOLUTION NO. 48-2014
LOCAL ROAD IMPROVEMENT PLAN (LRIP)
APPROVE SUBMITTAL OF GRANT APPLICATION

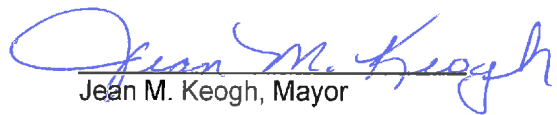
WHEREAS, the City of Montgomery, Minnesota (the "City") is making application for funding under the 2014-2015 State of Minnesota Local Road Improvement Program (LRIP) grant in an amount of up to \$750,000; and

WHEREAS, since the City has a population less than 5,000 and is not a State-Aid city, Le Sueur County has agreed to serve as the sponsoring agency for the City; and

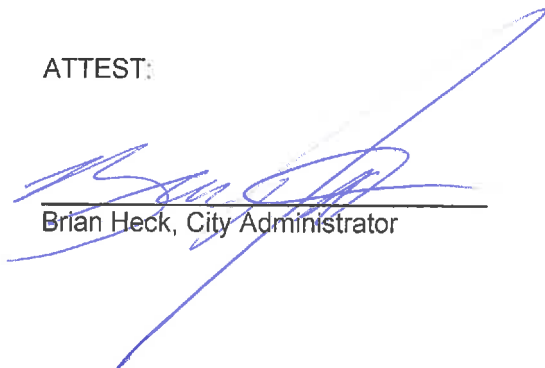
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MONTGOMERY, MINNESOTA:

that if the project is selected for funding, the City will work with the project sponsor, Le Sueur County, to ensure the project is completed in accordance with state requirements.

Resolution 48-2014 is hereby approved and adopted this 15th day of December, 2014.


Jean M. Keogh, Mayor

ATTEST:


Brian Heck, City Administrator

LOCAL ROAD IMPROVEMENT PLAN (LRIP)
APPROVE SUBMITTAL OF GRANT APPLICATION AND SPONSORSHIP OF PROJECT

WHEREAS, the City of Montgomery, Minnesota (the "City") is making application for funding under the 2014-2015 State of Minnesota Local Road Improvement Program (LRIP) grant in an amount of up to \$750,000; and

WHEREAS, the City of Montgomery has a population less than 5,000 and is not a State-Aid city, the LRIP project requirements indicate the county must agree to sponsor the project; and

NOW THEREFORE, BE IT RESOLVED BY THE LE SUEUR COUNTY BOARD OF COMMISSIONERS, LE SUEUR COUNTY, MINNESOTA:

that if the project is selected for funding, Le Sueur County agrees to act as the project sponsor, to be the fiscal agent, and to work with the City to ensure the project is completed in accordance with state requirements.

Resolution is hereby approved and adopted this 16th day of December, 2014.


Steve Rohlfing, Board Chair

ATTEST:



Darrell Pettis, Administrator



Farm Fresh Goodness Made Great

December 16, 2014

To Dan Ehrke:

Re: Montgomery Local Road Improvement Funding Application

The planned improvements to 5th Street will ensure a reliable and efficient transportation route for local businesses, residents, and area visitors. As such, Seneca Foods supports the City's Local Road Improvement funding application.

Seneca Foods relies on 5th street for all Full Time and Seasonal staff as the only access point to our Business. We receive all raw product and materials from our 5th Street access for processing at our facility. All distribution of finished goods is done using 5th Street. This project will enhance the ability of truck traffic and our employees to access our facility in a safe and orderly fashion. Related information is listed below.

- 1) Seneca Foods
- 2) Staffing: Full Time = 115: Seasonal=E-sauce is 28, Peas is 217 and Corn is 394
- 3) Trucking Data:
 - a. Raw material received is 4242 truckloads
 - b. Finished Product transported is 1040 loads ship out and 850 come in
 - c. By products transported is 3931 loads

If you have any questions regarding this letter of support, please contact me at:

Jerry Zaske
Plant Manager
600 5th Street SE
Montgomery MN 56069
507-364-8210
320-510-2582

jzaske@senecafoods.com

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Jerry Zaske".

**Resolution Providing
For Grant Agreement to State Transportation Fund
(Local Road Improvement Program, Account 270)
Grant Terms and Conditions for 5th Street (CSAH 3) Area Improvements Project
SAP 040-603-025**

WHEREAS, LE SUEUR COUNTY on behalf of the City of Montgomery has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement No. 040-603-025, referred to as 5th Street (CSAH 3) Area Improvements Project; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$500,000;

NOW THEREFORE, be it resolved that the Le Sueur County Board of Commissioners, on behalf of the City of Montgomery, does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, subdivision 5, clause (3). The City of Montgomery and Le Sueur County will pay any additional amount by which the cost exceeds the estimate per previously established agreements, and will return to the Minnesota State Transportation Fund any amount appropriated for the road project but not required. The proper county officers are authorized to execute a grant agreement with the Commissioner of Transportation concerning the above-referenced grant.

I, Darrell Pettis, duly appointed and qualified Administrator in and for the County of Le Sueur, do hereby certify that the above is a true and full copy of a resolution duly adopted by the County Board of Le Sueur County, State of Minnesota, assembled in regular session on the 26th day of May, 2014.

County of Le Sueur

County Administrator

Le Sueur Hills Improvement

5/19/2015
Prepared by: Wilson Development Services LLC

Parcel #	Property Address & PID	Property Owner and Contact	Original Type of Acq./Offer (sq ft)	Property Acquired (sq ft)	Early Notice letter mailed	Field Title Report	Appraiser	Appraisal Effective Date & Amount	Appraisal Review by Date & Amount	Offer Letter Date and Amount	Negotiated Settlement Amount & Date	Bank Release Needed	Docs & W-9 signed	Check # Amount & Date	Comments
1	vacant land PID: 12.019.2500	Timothy Thomas Straub- survived by wife Mary Straub 365 Whispering Lane Hastings, MN 55033 605-484-4161	PE 21,517 DU 48,750 TE 7,062	PE 13,003 DU 48,750	10/15/14	per title work	Foster	10/11/14 \$39,250	11/24/14 \$39,250	11/25/14 \$39,250	\$39,250	N/A	4/29/2015		Reduced Roadway easement. No longer needed temporary.
2	vacant land PID: 12.018.2600	Eleanor R. Depuydt 1205 Rockbend Pkwy St. Peter, MN 56082 507-931-2821	PE 119,240 TE 9,652	PE 119,240 TE 9,652	10/15/14	per title work	Foster	10/11/14 \$66,400	11/24/14 \$66,400	11/25/14 \$66,400	\$66,400	N/A			Depuydt and EDA intend on doing land swap. Depuydt wants signed documents/agreement with EDA prior to signing for project acquisition.
3	31148 Pumpkin Hill Rd PID: 21.020.0200	Wolf Real Estate LLC c/o Dave Wolf PO Box 128 600 2nd st. W. Jordan, MN 55352 952-492-2340	PE N/A TE 35,656 revised to 19,784	TE 19,784	10/15/14	per title work	Foster	10/11/14 \$2,900	11/24/14 \$2,900	11/25/14 \$2,900 Revised to \$1,606	Donation	N/A	5/7/2015		TE reduced, new plan for driveway, EDA signed ingress/egress easement to accommodate driveway over their land. Wolf agreed to donate TE.
4	N/A PID: 21.017.7500	Le Sueur Economic Development Authority a/k/a/ Le Sueur Economic Development Authority, Inc. c/o Ed Tschida, Exec. Dir. 203 South 2nd St. Le Sueur, MN 56058 507-665-3435	PE 85,435 TE 24,178	PE 96,971 DU 116,227 TE 55,335	N/A	per title work	Foster	10/11/14 \$49,000	11/24/14 \$49,000	11/25/14 \$49,000	\$49,000	N/A	4/24/2015		EDA is intending to swap land with Depuydt after acquisition is complete. EDA signed ingress/egress easement to accommodate Wolf driveway.
5	vacant land PID: 12.020.0100	Daniel Remes c/o Supreme Outdoors 12271 Nicollet Ave. S. Burnsville, MN 55337 Supreme Outdoor Office 952-890-6221	PE 3,158 TE N/A	N/A	10/15/14	per title work	Foster	10/11/14 \$1,800	11/24/14 \$1,800	11/25/14 \$1,800	N/A	N/A	N/A	N/A	REMOVED FROM PROJECT mailed Withdraw of Offer certified mail.

TOTAL \$154,650



Le Sueur County, MN

Tuesday, May 26, 2015

Board Meeting

Item 7

Future Meetings

Staff Contact:

Future Meetings 2015

May 26, 2015	Board Meeting, 9:00 a.m.
June 2, 2015	Board Meeting, 9:00 a.m.
June 6, 2015	German-Jefferson Sewer Board Neighborhood Work Session *9:00a.m. and 1:00 p.m. held at Marysburg Catholic Church located at 27528 Patrick St. in Madison Lake
June 9, 2015	No Board Meeting
June 11, 2015	P&Z Meeting, 7:00 p.m. Environmental Services Building
June 13, 2015	German-Jefferson Sewer Board Neighborhood Work Session *9:00a.m. and 1:00 p.m. held at Marysburg Catholic Church located at 27528 Patrick St. in Madison Lake
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.