



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
COMMISSION CHAMBERS
June 23, 2015**

1. **9:00 am Agenda and Consent Agenda**
RE: June 16, 2015 Minutes and Summary Minutes
RE: June 20, 2015 Board of Appeal and Equalization Minutes and Summary Minutes
RE: CD #37 Repair Request
RE: Tobacco License for Genesis-Cenex

2. **9:05 AM Kathy Brockway, PZ Administrator (10 minutes)**
RFA- Perkins Feedlot Expansion, Traxler's Construction Mineral Extraction

3. **9:15 am Pam Simonette and Shayne Bender (15 min)**
RE: Set values on tax forfeiture inventory
RE: Set auction date

4. **9:30 a.m. Human Resources (10 min.)**

5. **9:40 am Darrell Pettis, Administrator**
RE: Professional Service Agreement for City of Le Sueur TAP Project
RE: TH 169 and CR 28 Bid Results
RE: County Equipment

6. **10:00 am Reconvene Board of Equalization (30 min)**

7. **10:30 a.m. Sara Heger, U of M (30 min)**
8. **11:00 am Cindy Shaughnessy, Public Health Director (10 minutes)**
9. **Future Meetings**



Le Sueur County, MN

Tuesday, June 23, 2015

Board Meeting

Item 1

9:00 am Agenda and Consent Agenda

RE: June 16, 2015 Minutes and Summary Minutes

RE: June 20, 2015 Board of Appeal and Equalization Minutes and Summary Minutes

RE: CD #37 Repair Request

RE: Tobacco License for Genesis-Cenex

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting June 16, 2015

The Le Sueur County Board of Commissioners met in regular session on Tuesday, June 16, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlffing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.

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

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

- Approved the June 2, 2015 County Board Minutes and Summary Minutes.
- Approved the JD #1 Lat #1 Repair Request.
- Approved Tobacco Licenses for the following retailers:

Vet's Super America, Kamp Dels, Inc., Valley Lanes dba The Bar, Casey's General Store #2570, #2589 and #2401, Holiday Stationstore #233, Phil Mart, Davis Marketplace, Radermacher Foods of Le Sueur, Radermacher Foods of Le Center, Le Center Municipal Liquor Store, Little Dandy, Beer Oil and Tire, Scoop's Liquor, Denny's Bar, Inc., The Liquor Hole, Inc., J & L Bottles, Inc., The Pit Stop, Froggy's Liquor Store, Dollar General Store #14798, Woods Bar and Grill, Piedras Negras Meat Market, Inc.

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

Soc Serv:	\$164,410.61
Financial:	\$ 56,975.09

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.

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

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the recommendation to approve ending employment with employee #1868, effective June 11, 2015.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved the recommendation to grant regular status to Kayla Wagner, full time GIS Specialist, Land Records Department, effective June 15, 2015. Kayla has completed the six-month probationary period.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved the recommendation to grant regular status to Katherine Van Otterloo, full time Agency Social

Worker, Human Services, effective June 8, 2015. Katherine has completed the six-month probationary period.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to grant regular status to Alana Adams, full time Agency Social Worker, Human Services, effective June 8, 2015. Alana has completed the six-month probationary period.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to promote Jay Hanna, full time Help Desk Technician, Information Technology Department, to full time IT Help Desk Supervisor as a Grade 9, Step 1 at \$20.33 per hour effective June 22, 2015.

On motion by Rohlffing, seconded by King and unanimously approved, the Board approved the recommendation to post and advertise for a full time Help Desk Technician, Information Technology Department, Grade 6, Step 1 at \$17.07 per hour.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to hire Tina Hering as a full time Registered Nurse, in Public Health, as a Grade 10, Step 4 at \$23.98 per hour, effective June 23, 2015.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved the recommendation to post and request the merit list for a full time Agency Social Worker, in Human Services, as a Grade 10, Step 1 at \$21.55 per hour.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to advertise for a part time Building and Grounds Worker, in Building Maintenance, as a Grade 3, Step 1 at \$14.33 per hour.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the recommendation to hire Jamie Scherf as a full time Deputy Sheriff in the Sheriff's Office as a Grade 10, Step 7 at \$26.65 per hour, effective June 29, 2015.

Jim McMillen, Maintenance appeared before the Board with one item for approval.

On motion by King, seconded by Rohlffing and unanimously approved, the Board approved the purchase of a Taski 350 autoscrubber machine from Supplyworks in the amount of \$3,755.

The Board reconvened the County Ditch #58 Public Hearing at 10:30 a.m.

Kale Van Bruggen, Attorney with Rinke Noonan and Chuck Brandel, Engineer with I&S Group presented and reviewed repair options.

There were comments from five landowners.

On motion by Rohlfling, seconded by King and unanimously approved, the Board instructed Engineer Chuck Brandel to work with landowners to scope the tile system to better determine any disrepair and collect more information to bring before the Board at a later date.

On motion by Connolly, seconded by Gliszinski and unanimously approved, the Board closed the Public Hearing at 11:20 a.m.

Dave Tietz, Sheriff appeared before the Board with two items for approval.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign the I-Mobile Agreement between the State of Minnesota and Le Sueur County Sheriff's Department.

On motion by Rohlfling, seconded by King and unanimously approved, the Board approved the out-of-state travel for Father George Graftsky and Sgt. Dave Struckman to the International Conference of Police Chaplains in Sacramento, California.

Justin Lutterman, GIS appeared before the Board with one item for approval.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved the purchase of a Ricoh CW 2200 SP System from Metro Sales, Inc. in the amount of \$10,382.

Darrell Pettis appeared before the Board with several items for discussion.

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

Warrant #	Vendor Name	Amount
36388	APG Media of Southern Minnesota LLC	\$ 3,030.20
36389	Baker, Tilly, Virchow & Krause LLP	\$ 2,826.00
36391	Barnett Bros Inc.	\$ 3,159.29
36393	Beehive Industries	\$ 3,600.00
36400	Bolton & Menk Inc.	\$ 3,540.00
36402	Brock White Co. LLC	\$ 4,450.03
36409	Christian, Keogh, Moran & King	\$ 2,208.05
36415	Crysteel Truck Equipment	\$ 11,136.96
36419	EN Pointe Technologies	\$ 4,446.00
36430	Genesis	\$ 3,053.82
36445	Javens Mechanical Contracting Inc.	\$ 3,437.74
36461	Richard Lea	\$ 2,190.00
36491	Paragon Printing & Mailing	\$ 4,332.98
36500	Rinke-Noonan Law Firm	\$ 2,443.50
36510	Selly Excavating Inc.	\$ 32,444.00
36521	Suel Printing Co.	\$ 7,705.90
36523	Syntax Inc.	\$ 18,440.00

36529	Topper's Plus Inc.	\$ 2,104.00
36542	Waterford Oil Co. Inc.	\$ 26,943.89
36544	Whitewater Wireless Inc.	\$ 2,506.95

146 Claims paid less than \$2,000.00:	\$ 47,789.74
20 Claims paid more than \$2,000.00:	\$143,999.31
166 Total all claims paid:	\$191,789.05

On motion by Connolly, seconded by King and unanimously approved, the Board adjourned until Tuesday, June 23, 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, June 16, 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.

● The Le Sueur County Board of Commissioners met in regular session on Tuesday, June 16, 2015 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Steve Rohlffing, Lance Wetzel, Dave Gliszinski, John King and Joe Connolly. Also present were Darrell Pettis and Brent Christian.

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

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

- Approved the June 2, 2015 County Board Minutes and Summary Minutes.

- Approved the JD #1 Lat #1 Repair Request.

- Approved Tobacco Licenses for the following retailers:

Vet's Super America, Kamp Dels, Inc., Valley Lanes dba The Bar, Casey's General Store #2570, #2589 and #2401, Holiday Stationstore #233, Phil Mart, Davis Marketplace, Radermacher Foods of Le Sueur, Radermacher Foods of Le Center, Le Center Municipal Liquor Store, Little Dandy, Beer Oil and Tire, Scoop's Liquor, Denny's Bar, Inc., The Liquor Hole, Inc., J & L Bottles, Inc., The Pit Stop, Froggy's Liquor Store, Dollar General Store #14798, Woods Bar and Grill, Piedras Negras Meat Market, Inc.

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

Soc Serv: \$164,410.61 and Financial: \$ 56,975.09

● The Board approved the recommendation to approve ending employment with employee #1868, effective June 11, 2015. (Gliszinski-Connolly)

● The Board approved the recommendation to grant regular status to Kayla Wagner, full time GIS Specialist, Land Records Department, effective June 15, 2015. (King-Rohlffing)

● The Board approved the recommendation to grant regular status to Katherine Van Otterloo, full time Agency Social Worker, Human Services, effective June 8, 2015. (Connolly-Rohlffing)

● The Board approved the recommendation to grant regular status to Alana Adams, full time Agency Social Worker, Human Services, effective June 8, 2015. (King-Gliszinski)

● The Board approved the recommendation to promote Jay Hanna, full time Help Desk Technician, Information Technology Department, to full time IT Help Desk Supervisor as a Grade 9, Step 1 at \$20.33 per hour effective June 22, 2015. (King-Gliszinski)

● The Board approved the recommendation to post and advertise for a full time Help Desk Technician, Information Technology Department, Grade 6, Step 1 at \$17.07 per hour. (Rohlffing-King)

● The Board approved the recommendation to hire Tina Hering as a full time Registered Nurse, in Public Health, as a Grade 10, Step 4 at \$23.98 per hour, effective June 23, 2015. (Connolly-Gliszinski)

● The Board approved the recommendation to post and request the merit list for a full time Agency Social Worker, in Human Services, as a Grade 10, Step 1 at \$21.55 per hour. (King-Rohlffing)

● The Board approved the recommendation to advertise for a part time Building and Grounds Worker, in Building Maintenance, as a Grade 3, Step 1 at \$14.33 per hour. (Rohlffing-Gliszinski)

● The Board approved the recommendation to hire Jamie Scherf as a full time Deputy Sheriff in the Sheriff's Office as a Grade 10, Step 7 at \$26.65 per hour, effective June 29, 2015. (Gliszinski-Connolly)

● The Board approved the purchase of a Taski 350 autoscrubber machine from Supplyworks in the amount of \$3,755. (King-Rohlffing)

● The Board reconvened the County Ditch #58 Public Hearing at 10:30 a.m. Kale Van Bruggen, Attorney with Rinke Noonan and Chuck Brandel, Engineer with I&S Group presented and reviewed repair options. There were comments from five landowners.

● The Board instructed Engineer Chuck Brandel to work with landowners to scope the tile system to better determine any disrepair and collect more information to bring before the Board at a later date. (Rohlffing-King)

● The Board closed the Public Hearing at 11:20 a.m. (Connolly-Gliszinski)

- The Board approved and authorized the Chair to sign the I-Mobile Agreement between the State of Minnesota and Le Sueur County Sheriff's Department. (Gliszinski-Connolly)
- The Board approved the out-of-state travel for Father George Graftsky and Sgt. Dave Struckman to the International Conference of Police Chaplains in Sacramento, California. (Rohlfing-King)
- The Board approved the purchase of a Ricoh CW 2200 SP System from Metro Sales, Inc. in the amount of \$10,382. (Gliszinski-Connolly)
- The following claims were approved for payment: (King-Rohlfing)

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146 Claims paid less than \$2,000.00:		\$ 47,789.74
20 Claims paid more than \$2,000.00:		\$143,999.31
166 Total all claims paid:		\$191,789.05

- The Board adjourned until Tuesday, June 23, 2015 at 9:00 a.m. (Connolly-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

Board of Equalization Minutes
Saturday, June 20th, 2015

The Le Sueur County Board of Equalization met in special session on Saturday, June 20th at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: David Gliszinski, Joe Connolly, John King, Lance Wetzel, Steve Rohlfinding, and Pam Simonette. Also present were Shayne Bender and Darrell Pettis.

Administrator Pettis called the 2015 Board of Equalization to order and issued the oath to the Equalization Board.

Administrator Pettis then called for nominations for Chairman. Commissioner Connolly nominated Wetzel for Chairman, seconded by King and approved.

On motion by Rohlfinding, seconded by Gliszinski and unanimously approved, nominations ceased and Wetzel was elected Chairman of the 2015 of the Board of Equalization.

Commissioner Rohlfinding nominated King for Vice Chairman, seconded by Connolly and approved.

On motion by Gliszinski, seconded by Rohlfinding and unanimously approved, nominations ceased and King was elected Vice Chair of the 2015 Board of Equalization.

Shayne Bender, County Assessor gave an overview of the process and the work that has been done in his office to prepare for the 2015 Board of Equalization. After this discussion, the Chair called for presentations by those in attendance.

The following individuals appeared before the Board:

1. Sue Meyer
2. Wayne Quiram

Having no other persons to come before the Board, on motion by Rohlfinding seconded by Gliszinski and unanimously approved, the Board of Equalization was recessed until Tuesday, June 23, 2015 at 10:00 a.m.

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

Board of Equalization Summary Minutes
Saturday, June 20th, 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.

● The Le Sueur County Board of Equalization met in special session on Saturday, June 20th at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: David Gliszinski, Joe Connolly, John King, Lance Wetzel, Steve Rohlffing, and Pam Simonette. Also present were Shayne Bender and Darrell Pettis.

● Administrator Pettis called the 2015 Board of Equalization to order and issued the oath to the Equalization Board.

● Administrator Pettis then called for nominations for Chairman. Commissioner Connolly nominated Wetzel for Chairman, seconded by King and approved.

● On motion by Rohlffing, seconded by Gliszinski and unanimously approved, nominations ceased and Wetzel was elected Chairman of the 2015 of the Board of Equalization.

● Commissioner Rohlffing nominated King for Vice Chairman, seconded by Connolly and approved.

● On motion by Gliszinski, seconded by Rohlffing and unanimously approved, nominations ceased and King was elected Vice Chair of the 2015 Board of Equalization.

● The following individuals appeared before the Board:

1. Sue Meyer
2. Wayne Quiram

● Having no other persons to come before the Board, on motion by Rohlffing seconded by Gliszinski and unanimously approved, the Board of Equalization was recessed until Tuesday, June 23, 2015 at 10:00 a.m.

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

REPAIR REQUEST

We, the undersigned land owners, do hereby request the Le Sueur County Board Of Commissioners to clean out and repair Le Sueur County Ditch # 37 located in Sec 1 Kasota township(s).

Signed

Address & Phone No.

Warren T Stoffel

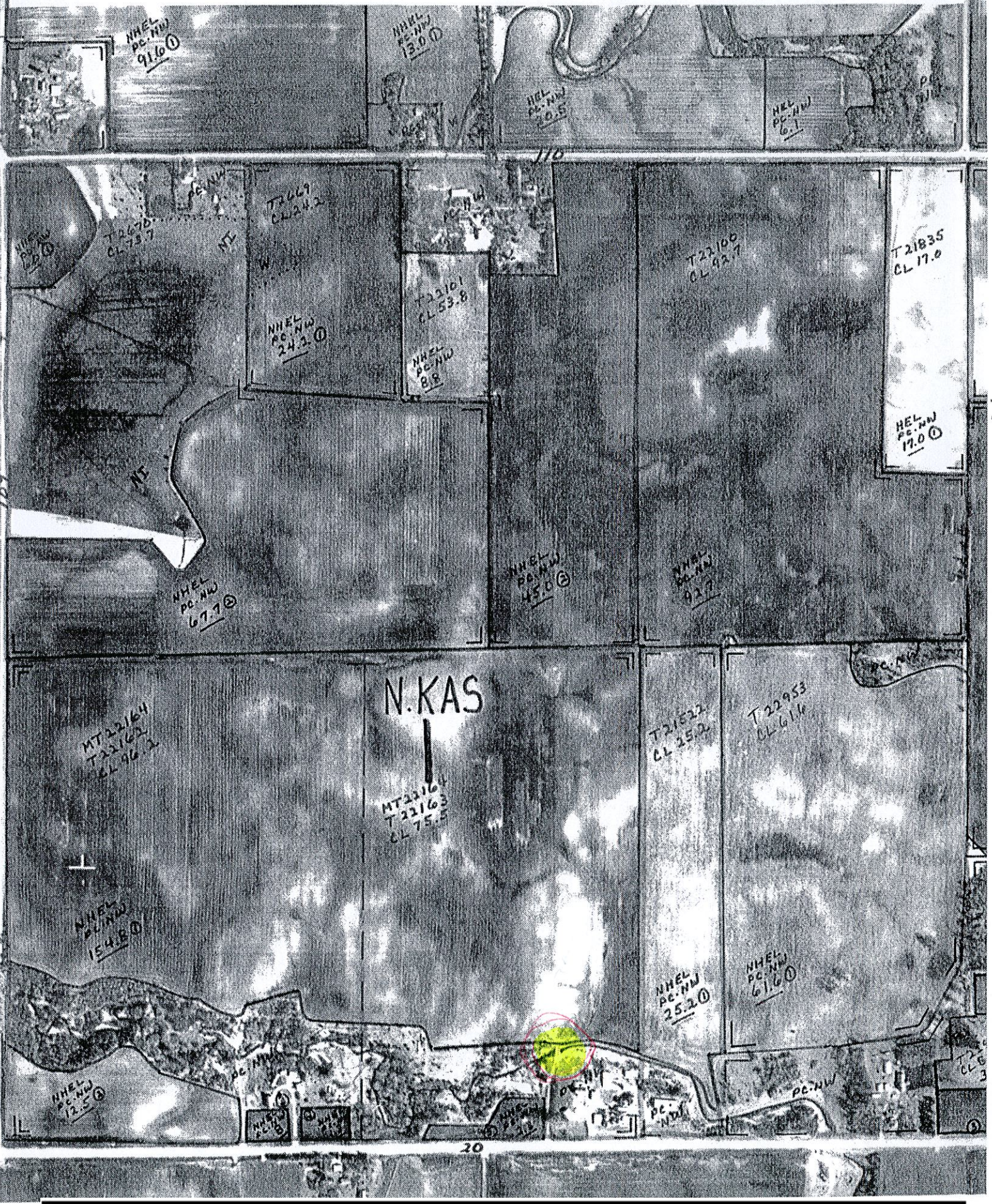
507 934 3616

Date: 6-3-15

Description of problem: Ditch wash out

*Needs repair
Roger Rickard
6-18-15*

T=Tract Number	MT=Multiple Tract Number	HEL=Highly Erodible Land	MW=Minimal Effect Wetland (Exempt)
W=Wetland	CW=Converted Wetland	NHEL=Non-Highly Erodible	MWC, MWM, MWR=See SWCD
FW=Farmed Wetland	NA=Non-Agricultural	PC=Prior Converted Wetland	NC=Non-cropland
NW=Non-Wetland	AW=Artificial Wetland	ECW=Exempt (Commenced) CW	NI=Non-inventoried
COUNTY LE SUEUR	NOT TO SCALE	REPRODUCED 2002	CROP YEAR 2002
			PHOTO NO C7-R





Le Sueur County, MN

Tuesday, June 23, 2015

Board Meeting

Item 2

9:05 AM Kathy Brockway, PZ Administrator (10 minutes)

RFA- Perkins Feedlot Expansion, Traxler's Construction Mineral Extraction

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

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
June 23, 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: MARK PERKINS, (APPLICANT/OWNER) CLEVELAND, MN: Request that the County grant a Conditional Use Permit to allow the applicant to expand an existing feedlot from 340 animal units (AU) to 600 AU in an Agriculture "A" District. Property is located in the SE 1/4 NW 1/4, Section 28, 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 as written.

ITEM #2: TRAXLER CONSTRUCTION, PAT TRAXLER, (APPLICANT) LE CENTER, MN; BETTY ANN MOLLENHAUER C/O RALPH & EVA FIX, (OWNER) EDINA, MN: Request that the County grant a Conditional Use Permit to allow mineral extraction of 50 acres of a 76.63 acre parcel in an Agriculture "A" District, in the Mineral Resources "MR" Overlay District and the Airport Zoning "AZ" Overlay District. Property is located in the S half of the SE1/4 and the E half of the SE1/4, Section 11, Ottawa 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 tabling the application until such time that the applicant complete the environmental review process.

ACTION: ITEM #1: _____

ITEM #2: _____

DATE: _____

COUNTY ADMINISTRATOR'S SIGNATURE: _____

FINDINGS OF FACT

WHEREAS, MARK PERKINS, (APPLICANT/OWNER) CLEVELAND, MN: has applied for a Conditional Use Permit to allow the applicant to expand an existing feedlot from 340 animal units (AU) to 600 AU in an Agriculture "A" District. Property is located in the SE 1/4 NW 1/4, Section 28, Cleveland Township.

WHEREAS, the Le Sueur County Planning and Zoning Commission held on public hearing on **June 11, 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 June 23, 2015, at their regularly scheduled meeting, the Le Sueur County Board of Commissioners APPROVED/DENIED the Conditional Use Permit application as requested by the Mark Perkins

NOW, THEREFORE, IT IS HEREBY RESOLVED, the following Findings of Fact were adopted at the June 23, 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. **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.

BE IT FURTHER RESOLVED, by the Le Sueur County Board of Commissioners that based on the above Findings of Fact, a Conditional Use Permit to allow the applicant to expand an existing feedlot from 340 animal units (AU) to 600 AU in an Agriculture "A" District. Property is located in the SE 1/4 NW 1/4, Section 28, Cleveland Township is APPROVED/DENIED.

ATTEST:

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

Darrell Pettis, Le Sueur County Administrator

DATE: _____

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
88 SOUTH PARK AVE.
LE CENTER, MINNESOTA 56057
June 11, 2015

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

OTHERS PRESENT: Kathy Brockway, Amy Beatty, Commissioners Connolly, King, Rohlfing

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

ITEM #1: MARK PERKINS, (APPLICANT/OWNER) CLEVELAND, MN: Request that the County grant a Conditional Use Permit to allow the applicant to expand an existing feedlot from 340 animal units (AU) to 600 AU in an Agriculture "A" District. Property is located in the SE 1/4 NW 1/4, Section 28, Cleveland Township.

Kathy Brockway presented power point presentation. Mark Perkins was present for application.

TOWNSHIP: Township Board notified through the application process by the applicant. **DNR:** N/A
LETTERS: none

PUBLIC COMMENT: No comments.

Discussion was held regarding: history of site, construction time frame, stormwater plan, no complaints on file.

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 are being 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 Doug Krenik to approve the application as written. Seconded by Al Gehrke. Motion approved. Motion carried.

ITEM #2: TRAXLER CONSTRUCTION, PAT TRAXLER, (APPLICANT) LE CENTER, MN; BETTY ANN MOLLENHAUER C/O RALPH & EVA FIX, (OWNER) EDINA, MN: Request that the County grant a Conditional Use Permit to allow mineral extraction of 50 acres of a 76.63 acre parcel in an Agriculture "A" District, in the Mineral Resources "MR" Overlay District and the Airport Zoning "AZ" Overlay District. Property is located in the S half of the SE1/4 and the E half of the SE1/4, Section 11, Ottawa Township.

Due to a mandatory Environmental Review, no discussion on the application.

Motion was made by Don Reak to table the application until such time that an Environmental Review is complete. Seconded by Betty Bruzek. Motion approved. Motion carried.

ITEM #3: MINNESOTA VALLEY ELECTRIC COOP, (APPLICANT) JORDAN MN; GARY & SUSAN WITT, (OWNER) LE SUEUR, MN: Request that the County grant a Conditional Use

Permit to allow the applicant to establish an Electric Substation in an Agriculture "A" District. Property is located in the S1/2 SW1/4, Section 20, Tyrone Township.

Chuck Retka requested to remove himself from the table due to a conflict of interest.

Kathy Brockway presented power point presentation. Ron Jabbs and Marvin Denzer representatives of MVEC were present for application.

TOWNSHIP: Notified through the application process. DNR: N/A LETTERS: Fred Harris (DNR) to Tyrone Township Landowners (see file).

Discussion was held regarding: explained the critical need in the area for the expansion, reasons not to expand at the St. Thomas substation, St. Thomas substation is 55 years old, new substation will be modern, low profile, mandated by the MN Public Utility Commission to provide quality electricity in the area, plan for future growth, backup for the St. Thomas substation, overloading, Shea's Lake substation does not serve the needs, maybe providing energy to Alliant Energy, stormwater pond to be constructed on site to control runoff, fenced area, small signage.

COMMENTS: Jeanne Doheny: questioned the applicant as to the reasons not to update and expand at the St. Thomas site other than economical.

Ron Jabs: does not solve the backup problems, more expensive feeders, more economical to build at a new site and new route, maintenance or emergency backup for the area.

Don Reak: asked to explain why they choose this area and not construct within the City of Le Sueur?

Ron Jabs: looked at several locations, this site is centrally located, looked at number of homes, environment, feeder size required, willing landowners.

Jeanne Doheny: reliability factor, important information, St. Thomas and Shea's Lake substation locations.

Ron Jabs: did not have that information on hand, could provide it from the engineers. Industrial Park in Le Sueur is not at capacity. MVEC will need to provide energy for future growth. Access off Highway 169, Number of substations within 3.5 miles. Shea's Lake is not with MVEC.

Doug Krenik: questioned the capacity and overloading of the current substation.

Marvin Denzer: if running with fans run at 100%+. Matter of economics, sized overtime for growth, larger transformers, does not change the footprint of the site, only the capacity if needed, voltage does not change.

Shirley Katzenmeyer: Shea's Lake substation supplies to St. Thomas.

Marvin Denzer: Shea's is transmission site, St. Thomas is distribution. Shea's transmits to St. Thomas to distribute through the 69kV line.

Don Reak: questioned the buried line into the City of Le Sueur.

Marvin Denzer: 500 conductor lines are direct buried.

Shirley Katzenmeyer: people were told at the meetings in January and March that the buried line on 28 was the backup, questioned documents for support.

Marvin Denzer: we can provide documents for current and future loads, work plans. We have projection plans going out 3-5 years, 20 year work plans.

Shirley Katzenmeyer: questioned the alternate sites that were looked at and why this site was chosen. Wants the locations and reasons as to why they were not chosen.

Ron Jabs: spoke on criteria in choosing the sites, based on size of parcel, willing landowners, not sure, if all sites were documented, but will provide what they have.

Shirley Katzenmeyer: would like an idea of where they were, why this area was targeted, map, parcel id's.

Ron Jabs: looked at aerial photos, field visits.

Keith Lammers: questioned the wires from substation.

Jeanne Doheny: Are you representing the township, if so do they have comments?

Keith Lammers: No discussion other than the driveway access.

Pam Tietz: what are the standard criteria when choosing a location?

Ron Jabs: there is a standard guidebook, we can provide the document.

Kathy Brockway explained the letter of intervention that was filed by Emily Pollack. Therefore, before opening the meeting to the public Emily Pollack will be heard.

Emily Pollack: Points discussed: lives in Bloomington, has close ties to the area,

- concerned with her dad's property as he has a shallow well, approximately 12 feet deep,
- what effect the poles will have on groundwater,
- filed a petition with the Environmental Quality Board with over 200 signatures requesting an Environmental Assessment Worksheet(EAW)
- however, a transmission line of 69kV is exempt from the environmental review process,
- therefore, filed a notice of intervention, to ensure that the County looks at the environment, pollutants, sensitive area,
- she utilized sources and researched documents from the EPA, Historical Society, USDS,
- the substation is proposed in a sensitive area, ravine and bluff areas,
- Big Woods area is the only one left in the County,
- use of oil on site, oil may leave the site via seasonal waterway,
- area of moderate biodiversity that is not on a river or lake, big woods,
- noise and lights, disturb animals not humans, Katzenmeyer property is a migratory bird area,
- 175 ft. within the biodiversity forest, possibility to grow and expand in the future,
- Crossing line to substation is proposed in the seasonal waterway,
- Historic and Archeological significant: close to the substation, 100+ century Katzenmeyer farm, President Bush visit to Katzenmeyer farm,
- Impacts are more than just this area,
- Site upgrades in the future without notifications.
- Study on the biodiversity area and rare species provided in the CAPX 2020 study.

Pam Tietz: asked about the statute 116B. Reference? (116B.09) in regards to the intervention filed. Moderate biodiversity forests are the species found in other areas.

Don Reak: CAPX 2020 is the biodiversity area the reason why they did not go through Le Sueur County.

Emily Pollack: did not know why they choose another route. A document from HDR consulting was submitted as an exhibit in the EIS document provided by CAPX.

Kathy Brockway read a letter into the record from Fred Harris (see file).

Jeanne Doheny opened the meeting for public comment.

Mark Katzenmeyer, concerned with the biodiversity area, not many of these in the county. concerned about 1500 gallons of oil on site that has the potential to be released, questioned the St. Thomas site that it could be expanded for less money, and re-build the line along 28, questioned the use of power to the west and the industrial park in Le Sueur, health and safety issues.

Don Reak: Exploring transformers, loss of oil.

Marvin Denzer: Different types of transformers, not likely to happen, not likely to blow-up, they can leak oil, MPCA regulations.

Nick Pollack: questioned the energy use, when people are encouraged to use CFL bulbs, efficient appliances, off peak programs to lighten the load, what incentives/programs are offered to customers, use of fans at the St. Thomas substation to increase capacity, Excel line runs into the City of LeSueur, unsuitable sites, location of substations in the County.

Marvin Denzer: MVEC provides energy programs, rebates to both residential and commercial customers, commercial users are encouraged to install generators, MVEC is a growing cooperative.

Don Reak: Is this the same line from the North?

Marvin Denzer: that is a transmission question not a distribution.

Ron Jabs: again discussed the reasons the site was chosen, size of parcel, using fans at St. Thomas, locations of current substations, oil in transformers on site, not PCB; it is mineral oil, oil is brought on site by trucks.

Pam Tietz: Is the oil in self-contained units, talked about reserved capacity.

Ron Jabs: self-contained units on-site.

Greg Plonsky: Why 320th St, will see poles out his door, will not see the substation.

Dr. Karen Katzenmeyer: why didn't you provide the alternate locations for the substation site.

Ron Jabs: The proposed site was the best site and met the needs of MVEC criteria. Another property was looked at, but did not have a willing landowner.

Beth Pollack: lives in Bloomington, concerned friends and neighbors, indicated that the growth rate for Le Sueur County is less than the rest of the state, growth is minimal in rural areas per Census and DEED, 0.8% electricity growth, devices are more efficient and acknowledge using power efficiently.

Tim Reinhardt: (Mays Ravine) questioned the need based on growth by residents or is it one large customer in the City of Le Sueur. County zoning only allows for 1 house per 40 acres. Underground wires to Cambria are used instead of overhead.

Ron Jabs: Located the substation in the center of the area.

Marvin Denzer: underground feeders serve Cambria, western side of service area will serve the Industrial Park; will provide growth projections.

Don Reak: western side just serves Cambria?

Marvin Denzer: No, additional entities and future growth areas. Time frame 26 weeks to 1 year.

Shirley Katzenmeyer: questioned when growth comes, the north area has been vacant since 2005.

Marvin Denzer: will check with the City of Le Sueur as to the growth projections for the Industrial area.

Ron Jabs: access allowed off 169 corridors, then growth/commercial will be brought in.

Shirley Katzenmeyer: working with the entities we need concrete data regarding growth in the area, not maybe's. Mayor of Le Sueur hopes to have businesses out there that impact people's lives.

Ron Jabs: Area is zoned industrial not residential.

Ron Jabs: St. Thomas substation needs a partner in case of overloading.

Don Reak: Assumed the plant south of the City of Le Sueur was to provide energy for the entire city.

Marvin Denzer: cannot answer that, as that is not part of their project.

Shirley Katzenmeyer: lot of expectations.

PamTietz: asked about transmission line and where it would go underground.

Ron Jabs: discussed the line, different property owners on the east and west line; better supporter of line and willing landowner.

Pat Tietz: what is the relationship between MVEC and Great River Energy?

Ron Jabs: MVEC is distribution, Great River Energy is the transmission connection.

Irene Casey: lives on 320th St, years ago MVEC put an underground line within this site without telling anyone, now they want to go overhead. Opposes the route, wants to preserve this area for her children and grandchildren. Have 2 potential building sites.

Ron Weyl: Economic factors discussed, Cambria the main user, 169 lines from the north, 12 possible sites, did you look at the area owned by Cambria.

Ron Jabs: size and steep slopes, Cambria has plans for the site.

Greg Plonske: Our lawns are spoken for too.

Rosie Goggins: agrees with Tim Reinhardt, doing the right thing may not be the cheapest.

Paul Kotasek: no one wants a power line in front of them, back-up for east side on west side, update somewhere else, power from Rush River area maybe the backup on the proposed site.

Jeanne Doheny: Findings of Fact options: PZ can do one of the four: Approval, Denial, Send to the County Board with no recommendation or table the application for further information.

Don Reak motioned to table/continue the meeting to allow the applicants and Emily Pollack time to submit requested information until 7:00 PM, Tuesday, July 7, 2015. Seconded by Steve Olson.

ITEM #4: GREAT RIVER ENERGY, (APPLICANT) MAPLE GROVE, MN: Request that the County grant a Conditional Use Permit to allow the applicants to construct a 69kv electric transmission line consisting of approximately 4.25 miles within the road right of way, along the north side of 320th Street in Sections 20, 21, 22, 23 and along the south side of 320th Street in Sections 26 and 28; and along the west side of 265th Ave in Section 26, Tyrone Township.

Chuck Retka requested to remove himself from the table due to a conflict of interest.

Kathy Brockway presented power point presentation. Peter Schaub and Mark Schofest were present for the application.

TOWNSHIP: Applicants notified through the application process. **LETTERS:** Fred Harris (DNR) to Tyrone Township Landowners (see file).

Discussion was held regarding: transmission lines parrot substation, visual impacts, steel poles that are similar in height to the Excel line that they are tapping into at the angles, tunnel/picket fence, Great River Energy supplies the power to the substation, in Minnesota interconnected grids with other entities, more spacing between Great River Energy and Alliant, poles will look similar to the Alliant poles, cross the ravine quickly/less harm, H frame in concrete, approximately 1400 span across the ravine, Historic and Archeological concerns, did hire consultant, report of literature, similar project (CAPX) State found nothing of great concern at this time, when poles are placed they do reconnaissance survey for historic and archeological features, they will work with the State Historical Society, landowners, and county as to the placement of the poles, all poles will be located within the road right of ways, next to ag land which has been dug/tilled/disturbed, concerns will be mitigated, biodiversity and CRP ground, neither project touches the Katzenmeyer property, cross ravine but not part of the biodiversity areas, there are current erosion

issues in the ravine area, placement of the poles will be on the south side, none in the ravine or river, 700 ft. each side, working with engineers with experience, stumps and vegetation will remain undisturbed when tree removal takes place. MVEC is the retailer, Great River Energy is the wholesaler.

Jeanne Doheny: questioned whether Peter Schaub physically looked at the ravine. Peter Schaub answered yes.

Mark Schofest, Great River Energy (the Environmental lead for the project): 69kV transmission lines are exempt from the Environmental Review Process, reason for being exempt that over the years they looked at many Environmental Assessment Worksheets and the analysis was that the State did not feel a 69kV line warrant a formal review. Le Sueur County is unique in requiring an internal environmental review. The County is more restrictive, therefore they looked at potential environmental impacts, and what mitigated measures would be necessary. Discussion on water tables and PCF's pento-chloro-fluonoll- risk to health, 60 million poles in the US with/preservatives (refer to page 16 of the EIS), hired HDR (a consulting firm) on SHIPO, conducted a paper search, if the line is approved they go out and do a field study, it is not unusual to find items of historic significance, the risk is minimal, if bones are found it may cause a stop in the project.

Shirley Katzenmeyer: cites moderate biodiversity connection to substation as stated in information submitted by Great River Energy in the CAPX project.

Don Reak: even though the transmission line is placed within the road right of way, a 35 ft. easement is required and all trees will be cut within the easement.

Mark Schofest: the transmission line will cross Forest Prairie Creek and will require a permit from the DNR, retain low growing vegetation per the DNR, and will follow the DNR requirements per license bird diverters, horizontal rather than vertical planes.

Pam Tietz: questioned the pole distances of 1400 ft. apart over the creek, why not that distance along the proposed route.

Mark Schofest: Due to elevation over the creek and overheating.

Doug Krenik: double pole clearing question.

Mark Schofest: 35ft. clearing due to blow-out from 70+ miles per hour winds-touch trees, span length allows slack, single poles until H frame at the ravine, Stormwater permit from the MCPA is required. State has a list of criteria as to where you can construct transmission lines.

Member: Why on 320th street.

Mark Schofest: we went through the list of criteria when building lines, use existing corridors, roads are where transmission lines are built.

Emily Pollack: Substation and power line are linked as one with the Environmental Quality Board. EQB stated to take to the County for review of the projects.

- Groundwater concerns- Discussed the depth of the poles,
- 12ft. well at father's property,
- PCB's use, infused into the wood pole that will be released into the air, gravity, or water;
- poles not placed into the holes with standing water,
- can migrate into water aquifer, absorbed easily into the body,
- touching poles or into water use for bathing, washing.
- EPA list of carcinogen, nervous system.
- Poles are placed 9-11 ft. into the ground, in water table probability,
- PCB, should not be near gardens, wells, landscaping,
- 36 hours to get out of your system,
- also water along the line other than Forest Prairie Creek,
- no documented wetlands along the route,
- drain tiles,

- concerned with the river crossing,
- steel poles with cement may contain coal ash,
- biodiversity area,
- Katzenmeyer property,
- buffer land is very important, high potential for restoration
- do not have to touch something to impact it, bluff, restoration, Big Woods area needs protection,
- wildlife concerns, bird diverters needed,
- historical/archeological concerns, road right of way and ag land considered undisturbed,
- tunnel effect will occur on 265th, pole height along 265 is 70 ft., along 320 is 90ft.
- No way to minimize the visual effects,
- Ravine stability,
- Environmental Review in her opinion is generalized.

Pam Tietz: PCB studies on the poles.

Mark Schofest: yes, Minnesota allows this for poles.

Shirley Katzenmeyer: Le Sueur County Environmental Review is not as strict as the MEPA.

Emily Pollack: Take into consideration the depth of her father's well, it is not on the County Well Index.

Pam Tietz: questioned the 4.25 acre vs. 15 acres.

Mark Schofest: transmission line is 4.25 miles vs. the substation location.

Public Comment:

Tim Reinhart: Is this being proposed for one customer or truly looking at growth. Lost all but one tree when culvert was replaced, wildlife on property, CRP being affected.

Bill Krenik: Tyrone Township, would like a copy of the material submitted to the Department.

John May: concerned with erosion, clear cutting.

Paul Kotasek, concerned with pole locations, fall on houses.

Dennis Simonette: What is known about EMF? 90 ft. pole in his garden, blow-out concerns being the pole is 50 ft. from his house, evergreens will need to be removed, and property values.

Emily Pollack: Simonette's property is next to the property with the shallow well, keep in mind the height of the poles vs. the depth of the well.

Don Reak: keep off property vs. road right of way, and placement of poles along the route.

Peter Schaub: meet on-site with the property owners and discuss the placement of the poles. Again all poles will be located within the road right of way.

Doug Krenik: vegetation under the line.

Peter Schaub: can plant, meet certain height, in order for maintenance of poles.

Mark Katzenmeyer: questioned the placement of the poles, sag in lines, blowouts.

Chuck Retka: procedures for payments to property owners for crop damages, or property damages.

Peter Schaub: Great River Energy works with the landowners regarding payments for easement, try to stay within the road right of way, payments for damages if incurred.

Nick Pollack: Stipulation in the easement agreements for only 69kV line only, otherwise they can go larger without your knowledge, line going into Cambria is underground why isn't it underground for

residential customers, Big Woods is important, garden is ok to plant by poles, easements one-time payment only, across the road is ok or fair game, payment for trees that are murdered, added costs for heating and cooling, well head protection setback, eligible building site, look at power line placement, what is the compensation for destroying trees.

Doug Krenik: height of wire.

Peter Schaub: 23 ft. , Electric Safety Code is 20 ft. Subline Safety Code is 18 ft.

Gregory Pollack: What happens if bones are found when digging?

Mark Schofest: required to stop digging, contact the Sheriff's Department, Native American Consultant will be notified. Artifacts are given to the property owner.

Beth Pollack: concerned with the protection of groundwater, wetland restoration, county water plan goals, PCB effects on groundwater, decreasing property values, public health, safety and values of properties, request that the board do what is right.

Emily Pollack: quoted 7850- rule citation.

Martha May: what is the existing corridors?

Peter Schaub: either transportation or power or road right of ways.

Shirley Katzenmeyer: preserving green state.

Ron Weyl: end of MVEC transmission line is E of the line, tapping line coming out of the City of Le Sueur.

Keith Lammers: Tyrone Township Board, discussed setting up an escrow account should any road damages occur if this is approved.

Peter Schaub: is okay with setting up either an escrow account or performance bond.

Jeanne Doheny: In regards to Nick Pollack's concern regarding easements.

Emily Pollack: questioned height of poles.

Peter Schaub: yes, we work with the individual property owners, one-time payment for the easement, work with pole placement with the farmers due to equipment height, etc. We need to meet safety standards therefore, we cannot give a blanket answer to the height of the poles, the requests need to be reasonable.

Steve Olson motioned to table/continue the meeting to allow the applicants and Emily Pollack time to submit requested information until 7:00 PM, Tuesday, July 7,2015. Seconded by Betty Bruzek.

Meeting
Respectfully submitted,
Kathy Brockway
Acting Secretary for
Shirley Katzenmeyer

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



Le Sueur County, MN

Tuesday, June 23, 2015

Board Meeting

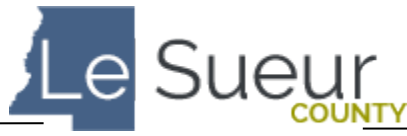
Item 3

9:15 am Pam Simonette and Shayne Bender (15 min)

RE: Set values on tax forfeiture inventory

RE: Set auction date

Staff Contact:



Auditor-Treasurer Office

Pam Simonette-Auditor/Treasurer

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

TEL: 507-357-2251 FAX: 507-357-6375

TO: Le Sueur County Board of Commissioners

SUBJECT: 22.630.0200 Sale of Tax Forfeited Parcel

DATE: June 18, 2015

The City of Montgomery is requesting to purchase Parcel ID 22.630.0200, located at Lot 22, Block 1 Resurvey/Schatz 1st Addition in the City of Montgomery, and a parcel currently in Le Sueur County's tax forfeiture inventory. Per the City of Montgomery, this is a blighted property and the City Inspector has determined the building needs to be torn down. We are asking the County Board's approval to sell this property to the City of Montgomery for \$1.

Pam Simonette
Auditor-Treasurer

TAX FORFEITED LANDS
(Revised 06/18/2015)

PARCEL	TWP OR CITY SUBDIVISION	LOT/BLOCK	BASIC SALE PRICE
05.023.0200	TOWNSHIP OF KASOTA	5.7 ac of N ½ of SW ¼ of NW ¼, 5.7 ac, Sec 23-110-26	\$1,000
05.715.0070	TOWNSHIP OF KASOTA RUED SUB-DIVISION	OUTLOT A	\$100
05.715.0090	TOWNSHIP OF KASOTA RUED SUB-DIVISION	OUTLOT C	\$100
05.715.0100	TOWNSHIP OF KASOTA RUED SUB-DIVISION	ROADWAY IN RUED SUBDIVISION .82 AC	\$100
16.411.0490	ELYSIAN CITY CIC #21 ROEMHILDT'S WATERS	OUTLOT M & .0120% OF COMMON EDGE AREA	\$100
20.470.1030	CITY OF LE CENTER	Lot 14, Block 16	\$1,000 + sp asmt
20.575.0500	LE CENTER CITY HORIZON ADDITION	LOT 14, BLOCK 3	\$75 + sp asmt
20.575.0510	LE CENTER CITY HORIZON ADDITION	LOT 15, BLOCK 3	\$75 + sp asmt
20.575.0520	LE CENTER CITY HORIZON ADDITION	LOT 16, BLOCK 3	\$75 + sp asmt
20.575.0530	LE CENTER CITY HORIZON ADDITION	LOT 17, BLOCK 3	\$75 + sp asmt
21.453.0030	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST ADDN	LOT 1, BLOCK 2	\$75 + sp asmt
21.453.0050	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST ADDN	LOT 3, BLOCK 2	\$75 + sp asmt
21.453.0060	LE SUEUR CITY CEDAR RIDGE TRAILS 1 ST ADDN	LOT 4, BLOCK 2	\$75 + sp asmt

21.453.0070	LE SUEUR CITY	LOT 5, BLOCK 2	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0080	LE SUEUR CITY	LOT 1, BLOCK 3	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0110	LE SUEUR CITY	LOT 4, BLOCK 3	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0120	LE SUEUR CITY	LOT 5, BLOCK 3	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0130	LE SUEUR CITY	LOT 1, BLOCK 4	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0150	LE SUEUR CITY	LOT 3, BLOCK 4	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0160	LE SUEUR CITY	LOT 4, BLOCK 4	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0170	LE SUEUR CITY	LOT 5, BLOCK 4	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0180	LE SUEUR CITY	LOT 6, BLOCK 4	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0200	LE SUEUR CITY	LOT 8, BLOCK 4	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0210	LE SUEUR CITY	LOT 9, BLOCK 4	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0300	LE SUEUR CITY	LOT 5, BLOCK 6	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0310	LE SUEUR CITY	LOT 6, BLOCK 6	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0320	LE SUEUR CITY	LOT 7, BLOCK 6	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0330	LE SUEUR CITY	LOT 8, BLOCK 6	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt

21.453.0360	LE SUEUR CITY	LOT 3, BLOCK 7	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0370	LE SUEUR CITY	LOT 4, BLOCK 7	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		+ sp asmt
21.453.0410	LE SUEUR CITY	OUTLOT B	\$75
	CEDAR RIDGE TRAILS 1 ST ADDN		
21.454.0010	LE SUEUR CITY	LOT 1, BLOCK 1	\$75
	CEDAR RIDGE TRAILS 2 ND ADDN		+ sp asmt
21.454.0020	LE SUEUR CITY	LOT 2, BLOCK 1	\$75
	CEDAR RIDGE TRAILS 2 ND ADDN		+ sp asmt
21.454.0030	LE SUEUR CITY	LOT 1, BLOCK 2	\$75
	CEDAR RIDGE TRAILS 2 ND ADDN		+ sp asmt
21.454.0040	LE SUEUR CITY	LOT 2, BLOCK 2	\$75
	CEDAR RIDGE TRAILS 2 ND ADDN		+ sp asmt
21.454.0050	LE SUEUR CITY	LOT 1, BLOCK 3	\$75
	CEDAR RIDGE TRAILS 2 ND ADDN		+ sp asmt
21.465.0050	LE SUEUR CITY	LOT 1, BLOCK 2	\$75
	CEDAR RIDGE TRAILS 3 RD ADDN		+ sp asmt
21.465.0060	LE SUEUR CITY	LOT 2, BLOCK 2	\$75
	CEDAR RIDGE TRAILS 3 RD ADDN		+ sp asmt
21.465.0070	LE SUEUR CITY	LOT 3, BLOCK 2	\$75
	CEDAR RIDGE TRAILS 3 RD ADDN		+ sp asmt
21.465.0080	LE SUEUR CITY	LOT 4, BLOCK 2	\$75
	CEDAR RIDGE TRAILS 3 RD ADDN		+ sp asmt
21.465.0090	LE SUEUR CITY	LOT 5, BLOCK 2	\$75
	CEDAR RIDGE TRAILS 3 RD ADDN		+ sp asmt
21.465.0110	LE SUEUR CITY	OUTLOT A	\$75
	CEDAR RIDGE TRAILS 3 RD ADDN		

21.800.0085	LE SUEUR CITY	That part of Lot 7, comm at SW cor Of Blk 2, th NE 200.07 ft, SE'ly 125.40 ft to pt of beg, th SE 114.60 ft to E line of W 99 ft of Lot 7, th S 50.81 ft, NW 112.52 ft to W line of Lot 7, N 55.05 ft to beg.	\$100 (Title Issues)
22.420.0040	MONTGOMERY CITY APPLE GROVE ADDN	LOT 4 LESS N 12 FT & N ½ OF LOT 5, BLOCK 1	\$30,000
22.451.0050	CITY OF MONTGOMERY BECKER 1 ST ADDITION	LOT 12, BLOCK 1	\$1,000
22.470.1050	CITY OF MONTGOMERY BECKER 1 ST ADDITION	LOT 5, BLOCK 9	\$75
22.515.0010	CITY OF MONTGOMERY FISCHER ESTATES	LOT 1, BLOCK 1	\$75
22.520.0090	MONTGOMERY CITY HANDSCHUH ADDN (UNREC)	LOT 13, BLOCK 1	\$25,000
23.003.0100	NEW PRAGUE CITY KABES ADDN	78 X 89.5 ft of NW ¼ lying between Narrow St & Block 12	\$30,000 + sp asmt
23.611.0370	NEW PRAGUE CITY PRAGUE ESTATES 6 TH ADDN	OUTLOT C	\$2,500
24.450.0440	CITY OF WATERVILLE BROWN ADDITION	Lot 6 & E ½ of vacated Buchannon St adjoining, Block 7	\$75
24.450.0450	CITY OF WATERVILLE BROWN ADDITION	W 40 ft of Lot 1, Block 7	\$75
24.510.0890	WATERVILLE CITY CITY OF WATERVILLE	N 57 FT OF W 13 ½ FT LOT 3, BLOCK 13 & 4 ½ X 14 FT ADJOINING ON SE	\$10,000 + sp asmt
24.540.0220	EAST WATERVILLE	N 30 ft of Lot 5, Block 6	\$75

BE IT FURTHER RESOLVED that the conditions and terms of the public sale shall be described as herein and approved by the Le Sueur County Board of Commissioners.

Public Sales: Basic Sale Price

All parcels are offered at public auction and sold to the highest bidder. The minimum bid acceptable is the basic sale price that is shown on the list of tax-forfeited land. The basic sale price **does not** reflect the appraised value.

Extra Fees and Costs: In Addition to the Basic Sale Price

A 3% surcharge for the state assurance account and a state deed fee of \$25.00 will be collected at the time of the sale.

Payment Terms: Cash Only

Special Assessments: Levied Before Forfeiture

The balance of any special assessments that were levied before forfeiture and canceled at forfeiture are not included in the basic sale price and may be reassessed by the municipality.

Private Sales: Parcels Not Sold at Public Auction

Any parcel not sold at public sale may be purchased after the public sale by paying the basic sale price. The basic sale price cannot be changed until the parcel is reappraised, republished, and again offered at a later public sale.

Title: Proof of Ownership

The buyer will receive a receipt at the time of sale. The Department of Revenue will issue a state quitclaim deed after full payment is made. A state deed has the characteristics of a patent from the State of Minnesota.

Information about the sale of tax forfeited land in Le Sueur County can be obtained at the Le Sueur County Auditor's Office, 88 S Park Ave, Le Center MN 56057. Telephone: (507) 357-2251.



Le Sueur County, MN

Tuesday, June 23, 2015

Board Meeting

Item 4

9:30 a.m. Human Resources (10 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

June 23, 2015

Recommendation to post for two full time Public Health Lead Worker positions, in Public Health, as a Grade 12, Step 1 at \$ 24.21 per hour.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, June 23, 2015

Board Meeting

Item 5

9:40 am Darrell Pettis, Administrator

RE: Professional Service Agreement for City of Le Sueur TAP Project

RE: TH 169 and CR 28 Bid Results

RE: County Equipment

Staff Contact:

**AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF LE SUEUR 2016 SIDEWALK RECONSTRUCTION
LE SUEUR COUNTY, MINNESOTA**

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

WITNESS, whereas the COUNTY has agreed to serve as the sponsoring agency for the City of Le Sueur Transportation Alternatives project referred to for the purposes of this agreement as the 2016 Sidewalk Reconstruction Project and identified in exhibit I-1.A, and whereas the City of Le Sueur is authorized to act as an agent on behalf of the sponsoring agency in the employ of professional services required in conjunction with the design and construction of said project, and whereas the CONSULTANT agrees to furnish the various professional services required by the COUNTY.

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

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in EXHIBIT I and EXHIBIT I-1.A.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in EXHIBIT I.B or as described in Paragraph IV.B.

SECTION II - THE COUNTY'S RESPONSIBILITIES

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

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

SECTION III - COMPENSATION FOR SERVICES

A. FEES

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

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

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

2. Total cost for the Basic Services, as itemized under EXHIBIT I-1.A shall not exceed \$121,900.

Basic Services includes the following work tasks:

- Project Management / Meetings
- Data Collection
- Environmental Documentation
- Preliminary Design
- Utility Coordination
- Final Design and Plan Preparation
- Bidding Services

4. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for the following Direct Expenses when incurred in the performance of the work.
 - a. COUNTY approved outside professional and technical services.
 - b. Other costs for such additional items and services that the COUNTY may require the CONSULTANT to provide to fulfill the terms of this Agreement.

5. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
- B. The payment to the CONSULTANT will be made by the COUNTY upon billing at intervals not more often than monthly at the herein rates.

SECTION IV - GENERAL

A. STANDARD OF CARE

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

B. CHANGE IN PROJECT SCOPE

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

C. LIMITATION OF LIABILITY

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

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

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

D. INSURANCE

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

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

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

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

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

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

F. CONSTRUCTION SERVICES

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

G. USE OF ELECTRONIC/DIGITAL DATA

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

H. REUSE OF DOCUMENTS

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

I. CONFIDENTIALITY

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

J. PERIOD OF AGREEMENT

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

K. PAYMENTS

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

L. TERMINATION

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

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

M. CONTINGENT FEE

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

N. NON-DISCRIMINATION

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

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

O. CONTROLLING LAW

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

P. DISPUTE RESOLUTION

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

Q. SURVIVAL

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

R. SEVERABILITY

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

SECTION V - SIGNATURES

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

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

COUNTY: Le Sueur County, Minnesota

CONSULTANT: Bolton & Menk, Inc.

EXHIBIT I

PROJECT RELATED SERVICES BY CONSULTANT

CITY OF LE SUEUR 2016 SIDEWALK RECONSTRUCTION LE SUEUR COUNTY, MINNESOTA

I.A. BASIC SERVICES

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

1. Upon authorization to proceed, the CONSULTANT shall perform environmental documentation and prepare detailed plans and specifications conforming to the requirements of the Transportation Alternatives Program (TAP) Federal Aid, the Minnesota Department of Transportation (MnDOT) State Aid for Local Transportation, Le Sueur County, and the City of Le Sueur at outlined in EXHIBIT I-1.A.
2. The CONSULTANT shall submit a preliminary set of plans (approximately 50% & 95% complete) to the COUNTY for review.
3. The CONSULTANT shall submit a final set of plans and specifications to the COUNTY and City of Le Sueur for review and approval.
4. CONSULTANT shall submit review plans and specifications with appropriate agencies having jurisdiction over the project including, but not limited to, Le Sueur County, The City of Le Sueur, and Minnesota Department of Transportation State Aid for Local Transportation, when required by that agency.
5. The CONSULTANT shall incorporate comments from the COUNTY, City of Le Sueur, and MnDOT and submit plans and specifications for final review and approval.
6. The CONSULTANT shall prepare cost estimates as required by the COUNTY.
7. The CONSULTANT will complete preparation of permit applications required for this project.
11. The CONSULTANT shall prepare the necessary bid documents and proposal forms, and advertisement for bids and shall supply sufficient numbers of plan sets for distribution to bidders for which a charge to cover reproduction expenses and clerical time can be made by the CONSULTANT to plan holders. COUNTY shall assume responsibilities and costs for bid advertisement notices. Up to 15 sets of plans (full or half size) and specifications may be provided to COUNTY, as requested.
12. The CONSULTANT shall address questions from bidders and material suppliers and issue and addenda that may be required for corrections, clarifications or additions to the bidding documents during the bidding period.
13. The CONSULTANT shall assist in securing bids, attend the public bid letting, tabulate unit price bid items and report back to the COUNTY with recommendations on award of bid.

I.B. ADDITIONAL SERVICES

Page 10 of 12

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

1. EASEMENT & ACQUISITION SERVICES. Boundary and easement surveys for the purpose of describing project sites and easements, preparation of property descriptions, site maps, assistance with eminent domain proceedings, court preparation and testimony.
2. REMONUMENTATION. Replacing lost or obliterated government survey corners or property corners along the project route.
3. ENVIRONMENTAL SERVICES. Environmental services associated with hazardous materials and contaminated soils.
4. All other services not specifically identified in EXHIBIT I Section I.A or I.B and EXHIBIT I-1.A.

EXHIBIT I-1

PROJECT SCOPE, COST SHARE, AND COST ESTIMATE

I-1.A. PROPOSED SCOPE OF SERVICES

For purposes of this specific project, CONSULTANT has prepared as EXHIBIT I-1.A Proposed Scope of Services containing general project information, detail scope tasks, and a project location map.

Proposed Scope of Services Le Sueur 2016 Sidewalk Project

City of Le Sueur, Minnesota

City Project Number: XXXX

April 21, 2015

Location: The Le Sueur 2016 Sidewalk Project will include reconstruction of existing sidewalk along portions of 4th Street (North & South), 5th Street (North & South), Bridge Street, and Ferry Street. The attached 2015-2016 Proposed Sidewalk Improvements map has identified the TAP Grant Areas, which depict the proposed 2016 sidewalk reconstruction locations.

General Scope Description: Bolton & Menk will complete stakeholder engagement, preliminary design, environmental documentation, final design, and project plans, specifications, cost estimate, and permits.

Bolton & Menk Proposed Leadership:

- Client Services Manager – Owen Todd, PE
- Project Manager – Peter M Lemke, PE
- Transportation Design Engineer – Josh Howe
- Environmental Technician – Gina Aulwes
- QA/QC for Design and ADA – Dena King

Schedule: the D7 ATP has awarded 2016 Transportation Alternatives Program grant funds (federal funds) to this project. To meet the needs of the City and requirements for use of federal funds, this project will follow Federal Aid project delivery, the Delegated Contract Process (DCP), and adhere to the attached schedule.

Detailed Scope Tasks:

Task 1: Project Management / Meetings

1. PMT Meetings - Bolton & Menk will facilitate monthly Project Management Team (PMT) meetings with project partners to discuss the status of the project. We anticipate this project will need up to 10 PMT meetings.
2. Public Open House – Bolton & Menk will facilitate two open house events to introduce the project, explain the purpose and need, and communicate the design and construction schedule.
3. Coordination – Bolton & Menk will have ongoing coordination with the City's project manager and staff. Bolton & Menk will also coordinate with Le Sueur County and MnDOT staff as necessary. This task includes coordinating with the City to provide project updates for distribution by website/email/newsletter.
4. Property Owner/Resident Meetings - Bolton & Menk staff will be available for meetings with property owners and residents to answer questions, resolve project issues, and understand concerns. We anticipate up to five site visits for property owner meetings.

Deliverables: Meeting Agendas, Minutes, Open House Materials, Ongoing Coordination, Property Owner Meetings

Task 2: Data Collection

1. Field Review – Bolton & Menk design team will perform a field walk to confirm understanding of conditions and document with pictures.
2. Research
 - Gather section corner information available from County Surveyor's office/on-line
 - Review title reports and/or title insurance commitments (provided by others)
 - Get copies of plats from City
 - Right of Way Plat (Task 2.2a need based on any project areas that are not platted)
 - Initiate Gopher One Call utility locate requests
 - Ground markings
 - Maps
3. Base Map
 - Map section lines, plats, rights-of-way and easements from research material
 - Create search points for property corner markers
4. Horizontal and Vertical Control Surveys
 - Establish intermediate horizontal control points along project area
 - Establish bench marks along the project area
5. Topographic Survey - Bolton & Menk will complete detailed topographic survey of the sidewalk replacement areas
6. Process Topographic Data
 - Create TIN for contouring
 - Map physical site improvements
 - Map utilities
 - Modify base mapping to conform to found property markers

Deliverables: Field Review, Base Map, Topographic Survey, Topographic Mapping

Task 3: Environmental Documentation

1. Project Memorandum
 - a. Early Coordination: Preparation and submittal of the cultural review request and the state and federal threatened and endangered species requests
 - b. Prepare Project Memorandum as required by the FHWA, including: identification of needs and deficiencies; consideration of the potential social, economic, and environmental impacts of the project; evaluation of the avoidance of potential impacts; documentation of the analysis and agency correspondence; statement of design standards, elements, and exceptions (should there be any).

Deliverables: Project Memorandum

Task 4: Preliminary Design

1. Geometric Layout
 - a. Prepare a color geometric layout at 50-scale that displays a plan view of sidewalk and ADA pedestrian ramp locations, construction limits, and existing and proposed typical sections.

- b. Present to City of Le Sueur for staff approval and make revisions based on City of Le Sueur comments.
 - c. Present to County of Le Sueur for staff approval and make revisions based on County of Le Sueur comments
 - d. Submit final layout to the City and County.
- 2. Design Memorandum
 - a. Prepare a Design Memorandum to document project scope, decision-making process relative to sidewalk design and implementation of Americans with Disabilities Act (ADA) Guidance.
- 3. Cost Estimate
 - a. Develop a preliminary construction cost estimate that corresponds with the geometric layout.

Deliverables: Geometric Layout, Design Memorandum, Cost Estimate

Task 5: Utility Coordination

- 1. Utility Identification – Bolton & Menk will identify the location and potential impacts of known existing public and private utilities within the project area. The Bolton & Menk team will develop this information in coordination with Task 2: Data Collection and include in the Existing Conditions and Utilities Plan noted in Task 6: Final Design and Plan Preparation.
- 2. Utility Impacts and Relocation – Bolton & Menk will send final design plans to utility owners for relocation planning and coordination at the 50% and 95% plan levels. Further correspondence and coordination with utility owners may be necessary to understand and resolve potential issues.
- 3. Utility Coordination Meetings – Bolton & Menk will prepare for and facilitate utility coordination meetings with public and private utility owners. Our scope accommodates up to three meetings.

Deliverables: Utility Coordination, Meeting Facilitation, and Meeting Summaries

Task 6: Final Design and Plan Preparation

Our team will complete the detailed design of the proposed sidewalk reconstruction consistent with the latest MnDOT design requirements, Americans with Disabilities Act (ADA) Standards, Public Rights of Way Accessibility Guidelines (PROWAG), and in accordance with all Federal and State laws, rules, and regulations.

- 1. Plan Sheets - Our team of engineers and technicians are committed to providing plans that ensure proper ADA curb ramp design, sidewalk grades, and surface drainage. The Bolton & Menk team will produce comprehensive, detailed construction plans that are legible and constructible. Construction plans will be prepared in adherence to Federal Aid policy and State Aid Rules. This task includes preparation of applicable plan sections such as:
 - Title Sheet
 - General Layout
 - Statement of Estimated Quantities
 - Tabulations
 - Typical Sections / Construction Details
 - Standards Plans
 - Existing Conditions and Utilities Plans
(includes minor relocations and adjustments consistent with the project scope)
 - Right of Way Plans
 - Removal Plans
 - Construction & Grading Plans

- Turf Establishment and Erosion Control Plans
2. Project Specifications – Bolton & Menk will prepare special provisions to submit with the final construction plan.
 3. Engineer's Estimate – Bolton & Menk will prepare an engineer's cost estimate with breakdowns provided for the various funding sources and participating/non-participating items where necessary.
 4. Documents for DCP - Bolton & Menk will prepare and submit various forms as required in the Delegated Contract Process (DCP) checklist for local agency federal-aid projects. This task includes preparation of:
 - Right of Way Certificate (certifies that existing right of way is sufficient to construct the project)
 - Utility Relocation Certificate (certifies that utility companies have been notified of relocations and schedule for completion of relocations)
 - Request for Lab Services Form (request for MnDOT testing and lab services, if any)
 - Federal Aid Plan Checklist (verifies necessary plan content and requirements are met)
 5. Submittals - Bolton & Menk will submit final design plans and other documents for review at the following stages of completion:
 - 50% Plan Review – submittal to include final design plans and a format/index for the special provisions.
 - 95% Plan Review – submittal to include final design plans, specifications, and engineer's estimate. We will incorporate agency comments from the 50% plan review.
 - Final Plan Approval – submittal of final design plans, specifications, and engineer's estimate for approval and signatures. Any final agency comments will be addressed in this submittal.
 6. Permits - Bolton & Menk will prepare and coordinate all necessary permits for the project.
 7. Bidding Documents - Bolton & Menk will prepare and assemble bidding documents that will include project specifications, instructions to bidders, bid proposal form, labor/wage requirements, and MnDOT attachments.

Deliverables: Construction Plans (50%, 95%, and final), Engineer's Estimate (95% and final), Special Provisions (95% and Final), DCP documents, permits, bidding documents. Complete final construction plans on 11" x 17" signed by licensed Bolton & Menk engineer and all approving agencies.

Task 7: Bidding Services

Our team will lead contract bidding and award activities in accordance with Federal Aid, State Aid, and DCP requirements.

1. Advertisement for Bid - Bolton & Menk will prepare and publish the advertisement for bid.
2. Distribute Bidding Documents - Bolton & Menk will distribute bid documents.
3. Responses to Questions - Bolton & Menk will provide responses to contractor questions.
4. Issue Addenda - Bolton & Menk will issue addenda as required.
5. Bid Opening and Tabulation - Bolton & Menk will attend the bid opening and assist the City in preparing bid tabulation and verification.

Deliverables: Advertisement for Bid, distribution of bid documents, responses to contractor questions, and issue addenda.



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City of Le Sueur 2016 Sidewalk Improvements

Le Sueur, Minnesota

4/21/2015

Bolton & Menk, Inc.

Month Week of	2015												2016																														
	May			June			July			August			September			October			November			December			January			February			March			April			May						
	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23
1.0 Project Management / Meetings																																											
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2.2 Research																																											
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7.4 Issues Addenda																																											
7.5 Bid Opening and Tabulation																																											
Construction																																											
Construction																																											

BID TABULATION
TH 169 R/Cut Intersection Improvements
Le Sueur County, MN
T42.107425

Bids Date: 6/22/15
 Time: 1:00 p.m.

Addendum(s): None

1,938,861.23

BIDDERS		TOTAL AMOUNT BID
1.	Sibley Aggregates	2,261,966.65
2.	Landweyer Construction	2,277,437.73
3.	Peterson Companies	2,146,085.65
4.		
5.		
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13.		

Bolton & Menk, Inc.
CONSULTING ENGINEERS & SURVEYORS
 Mankato – Fairmont – Sleepy Eye – Burnsville – Willmar – Chaska – Ramsey – Maplewood – Baxter – Rochester MN
 Ames – Spencer, IA & Fargo, ND



Le Sueur County, MN

Tuesday, June 23, 2015

Board Meeting

Item 6

10:00 am Reconvene Board of Equalization (30 min)

Staff Contact:



Le Sueur County, MN

Tuesday, June 23, 2015

Board Meeting

Item 7

10:30 a.m. Sara Heger, U of M (30 min)

Staff Contact:

Small Community Wastewater Treatment



**SARA HEGER
EXTENSION SPECIALIST**



Water Resources Center

UNIVERSITY OF MINNESOTA

Driven to DiscoverSM

**ONSITE
SEWAGE
TREATMENT
PROGRAM**



EXTENSION

- ▮ Professional Training – Designers, Inspectors, Pumpers, Installers
- ▮ Research and Demonstration
- ▮ Homeowner Operation & Maintenance
- ▮ **Small Community Wastewater Education Program**

Presentation Agenda



- ▮ Septic (SSTS) versus wastewater treatment plant (WWTP) and dispersal
 - Treatment
 - Dispersal
 - Permitting
 - Cost
- ▮ Ottertail case study
- ▮ Management

Treatment



SSTS

St. Peter WWTP (2014)

Contaminant	Level (mg/L)*
BOD	~0
TSS	~0
Bacteria/viruses	~0
Phosphorous	<1
Nitrogen	2-50**
*Background levels can contribute	
**Depends on system and treatment goal	

Contaminant	Level (mg/L)*
BOD	<10
TSS	<20
Bacteria/viruses	<200 #/100ml
Phosphorous	<1
Nitrogen as nitrate	25-26

Dispersal



SSTS

▮ Discharge to

○ Groundwater

- ▮ Nitrate concerns in some areas

○ Surface water

- ▮ Phosphorous is removed with systems with 3 feet of soil treatment

○ If wells are being used for drinking water, the treated wastewater is staying the watershed for future use

WWTP

▮ Discharge to

○ Surface water

○ Well water is lost to the surface/watershed

How Much Water from SSTS?



- ▮ Average home using 300 gallons per day (gpd)
- ▮ With a septic systems a small amount is lost to evapotranspiration
- ▮ ~2 months out of the year in which ET exceeds precipitation
 - percentage depends on lots of factors such as depth of system, vegetation type, slope aspect)
- ▮ $300 \text{ gpd} \times 365 \text{ days} \times 95\% \text{ recharge} = 100,000 \text{ g/yr.}$
- ▮ $300 \text{ gpd} \times 100 \text{ days} \times 90\% \text{ recharge} = 27,000 \text{ g/yr.}$

Permitting



SSTS

- ▮ County <10,000 gpd
 - >2,500 gpd nitrogen evaluated, BMP if sensitive groundwater
 - >5,000 gpd
 - ▮ Phosphorous evaluation
 - ▮ Nitrogen treatment <10 mg/L if sensitive groundwater, BMP otherwise
- ▮ State >10,000 gpd

WWTP

- ▮ State permit
 - BOD/TSS/Bacteria, phosphorous limits
 - Required to report nitrogen

Evolution of Design and Permitting with Septic Systems



- ▮ State code Chapter 7080 has not changes the amount of separation required = 3 feet
 - Was 4 feet in early '70s
- ▮ Understating, training and enforcement has been evolving
- ▮ Increase standards for cluster systems

Economics



Private SSTS

▮ Individual systems

- Type I - \$5,000 – \$15,000
- Type IV - \$12,000 – \$20,000
- Management \$100-\$400/year

▮ Clusters

- Cost highly dependent on length and conditions to collect the wastewater
- Type I - \$15,000 - \$25,000
- Type IV - \$20,000 - \$30,000
- Management - \$300 - \$600

Public SSTS

▮ Prices increase due to:

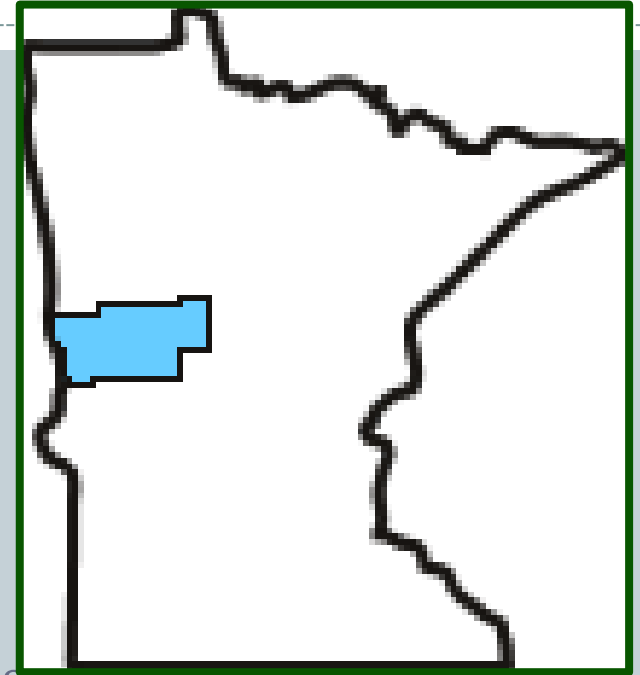
- Lawyers
- Permitting
- Engineering
- Prevailing wage
- Etc....
- Estimated to increase cost by ~25 – 33%

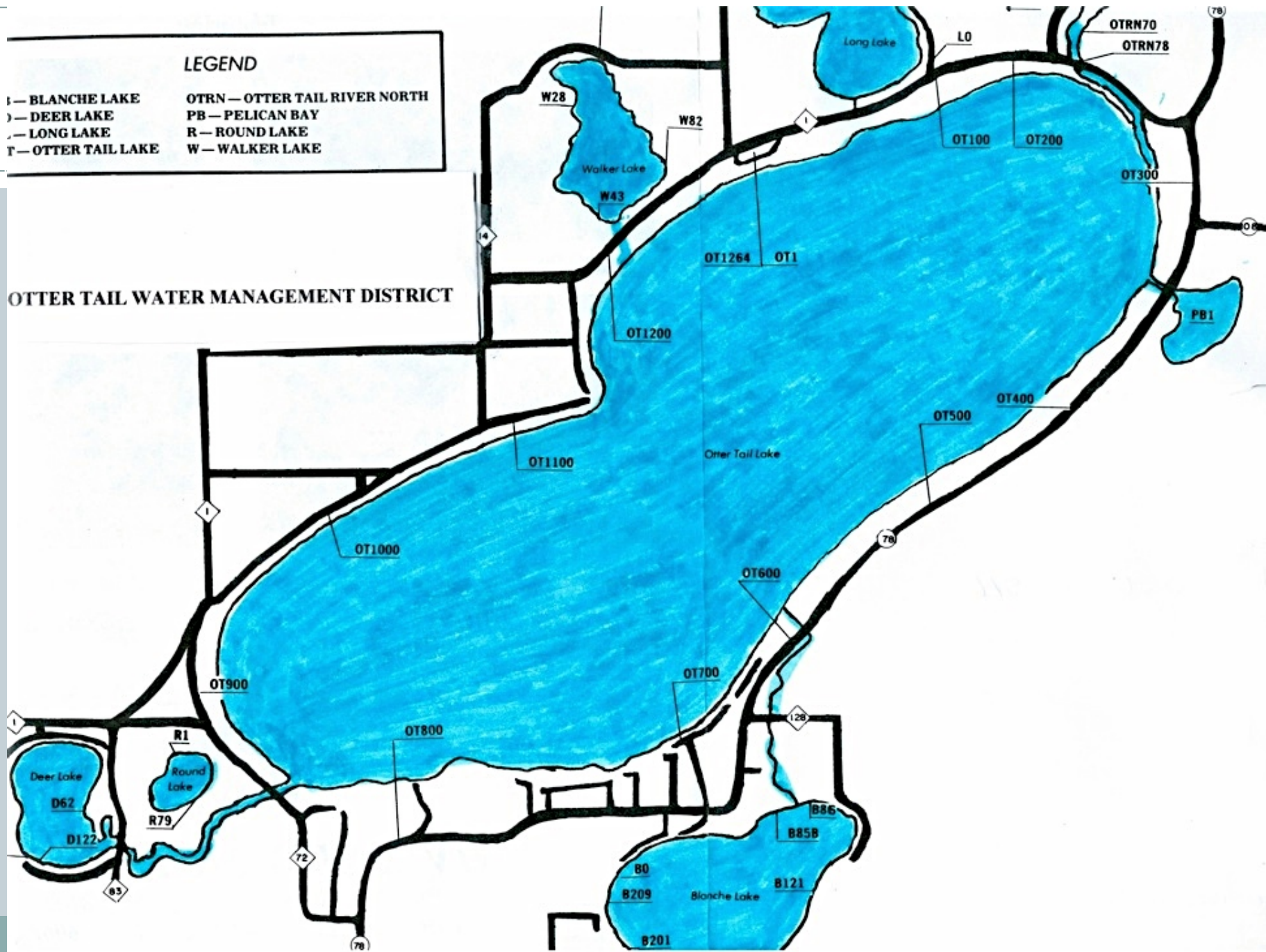
Otter Tail Management District



Otter Tail Water Mgmt. District

- ▮ 6 lakes
- ▮ 55 square miles
- ▮ 4 townships
- ▮ Portions of City of Otter Tail
- ▮ Properties:
 - 1984 ~1200 homes, cabins, businesses
 - 2014 ~ 1680 connections





Why was District Formed?

- ▮ Residents noticed reduced water quality
- ▮ Identified several inputs/impacts to lake
 - Wastewater
 - Agricultural runoff
 - Reduction in native shore land
- ▮ GOAL:
Properly **managed** wastewater treatment at an affordable long term cost which would maintain the rural character of the community

General Septic System Problems

- ▮ Small lakeshore properties
- ▮ Sandy soils with rapid transmissivity to lake
- ▮ Many existing septic systems installed:
 - Too close to lake
 - Too deep in regard to elevation of lake

District Powers and Responsibilities

- ▮ Set fee structure to support District activities
- ▮ Levy taxes to property tax statements
 - Needed 10% of the time
- ▮ Write and enforce ordinance
- ▮ Inspection and monitoring program
- ▮ Issue compliance orders
 - Including interest and penalties

Management Options



▮ Passive

- System is under District jurisdiction
- Homeowner responsible for all maintenance & repairs

▮ Active

- District maintains from the tank & beyond

Passive Maintenance

▮ District

- inspects tanks for pumping, drain field failures, lift pump operation
- notifies homeowner to pump & provides reply form when completed
- Maintain records/history of system
- Information/education on user “best management practices”

▮ Homeowner

- Responsible for all costs associated with managing and replacing system
- Can switch to ‘active’ plan **if** you meet criteria

Active Maintenance



- ▮ District maintains from the tank & beyond
 - Covers all pumping & repairs
 - Unless Homeowner is negligent (excessive water use, modifying/damaging system, etc.)
- ▮ Cannot switch to 'passive' plan
- ▮ Clusters must be on active plan
- ▮ All new systems on active plan

Staffing and Budget



▮ OTWMD employs:

- 1 full time staff,
- 1 part time office staff,
- 1 on call person to cover when the manager is away &
- 1 seasonal intern

▮ Annual operating budget is \$200,000

Repairs and Replacement



- ▮ District has replaced approximately 40 systems since 1986
- ▮ 20 were from the 1985 project
 - 2 mounds & 18 gravity beds
- ▮ 20 were systems older than 1986 installed prior to project

Ground & Water Quality Impacts

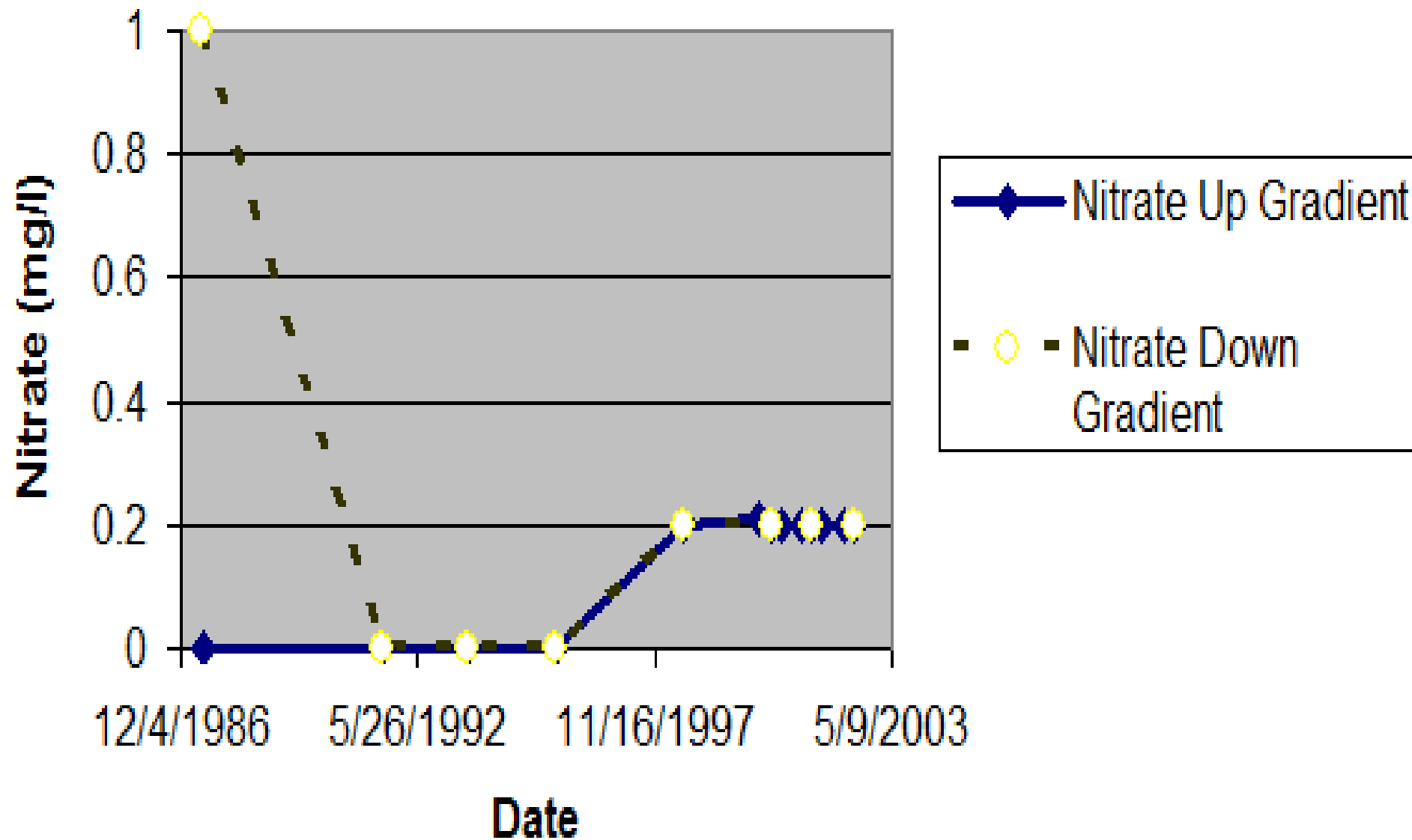
▮ Groundwater monitoring wells

- Originally 120 were required
- Reduced to less than 30 due to no noticeable impacts
- MPCA is considering dropping permit/wells all together due to lack of impacts

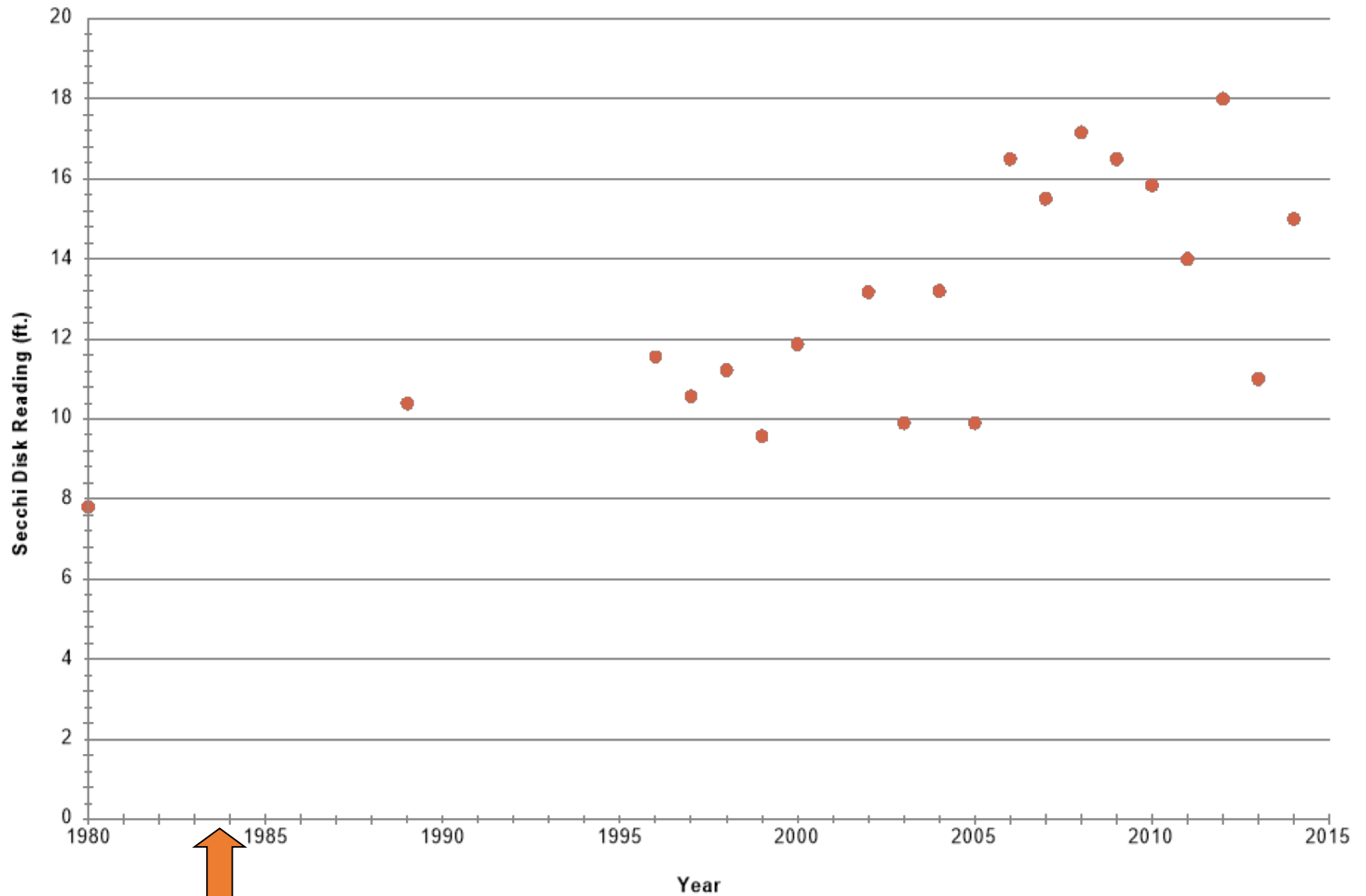
▮ Lake water quality monitoring

- Phosphorus levels
- Water clarity

Nitrate Data for Cluster Drainfield 73



Change in Water Clarity in Otter Tail Lake



Formation of District

Growth? More Development?

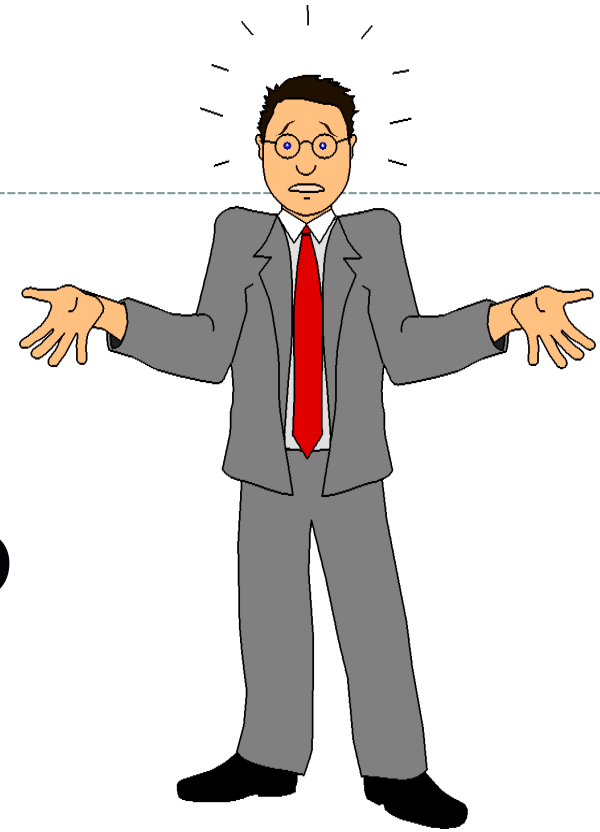


- ▮ Development has been minimal which was one of the goals
- ▮ Amount of seasonal versus permanent has not changed
- ▮ Overall total connections has increased ~10% over 30 years

Management



- ▮ All systems must be managed
- ▮ If community septic solution is implemented the District could play a role in the long term protection of water quality
- ▮ Homeowners associations typically lack the ability:
 - To apply for grant/load funds
 - To collect mandatory fees if not paid



Questions?

<http://septic.umn.edu>

UNIVERSITY OF MINNESOTA

**ONSITE
SEWAGE
TREATMENT
PROGRAM**





Le Sueur County, MN

Tuesday, June 23, 2015

Board Meeting

Item 8

11:00 am Cindy Shaughnessy, Public Health Director (10 minutes)

Staff Contact:



Public Health
Prevent. Promote. Protect.

LE SUEUR COUNTY PUBLIC HEALTH

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

Le Sueur County Board of Commissioners Meeting
June 23, 2015

Cindy Shaughnessy, Public Health Director

Agenda:

- 1) Approval for appointment of Jim Hansen as the Waterville area Public Health Advisory Committee representative (replacing John Luther)
- 2) Introduce new Public Health staff nurse Tina Hering, RN
 - Tina's first day of work is June 23, 2015
- 3) Le Sueur – Waseca Community Health Board update
 - Friday, June 19, 2015 - Amy Roggenbuck's last day of work
- 4) Other



Le Sueur County, MN

Tuesday, June 23, 2015

Board Meeting

Item 9

Future Meetings

Staff Contact:

Future Meetings 2015

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	Possible Board Meeting 9:00 am Reconvene Board of Equalization
July 3, 2015	Offices Closed for Independence Day
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. (see next item)
July 28, 2015	Joint City of St. Peter/Le Sueur County Meeting, 11:00 a.m. at Whiskey River following Board Meeting
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.