



LE SUEUR CITY COUNCIL AGENDA
Monday, October 10, 2016
203 South Second Street
6:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Norms of Behavior
4. Approval of the Agenda
5. Presentations – None
6. **Consent Agenda** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days in advance of the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this agenda and considered in normal sequence.
 - A. **Approval of Minutes**
 1. Regular Meeting of September 26, 2016
 - B. **Resolution Approving Disbursements for Period Ending October 10, 2016**
7. Items of Appreciation
8. **Public Comment** – Public Comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person. Persons wishing to make a comment must contact the Mayor prior to being allowed to speak.
9. Public Hearings
10. **Regular Agenda**
 - A. **Consider Approval of Certification of Delinquent Utility Bills**
 - B. **Consider Approval of Consider Approving Transfer of Sublease for the Mayo Clinic Site to Minnesota Valley Health Center and Provide Notification to Mayo of Notice to Terminate at the End of the Current Term**
 - C. **Consider Approval of a Joint Powers Agreement with the City of Saint Peter for Public Transit Services**
 - D. **Consider Approval of an Extension to Supreme Outdoor Advertising Lease Agreement**

- E. Consider Approval of Ford F350 Vehicle Purchase
- F. Facility Update and Discussion
- G. Receive Report from City Staff on How Staff Communicates and Markets the City
- H. Consider Approving Amendment to the Personnel Policy
- I. Miscellaneous
- J. Adjourn

A Regular Meeting of the City Council was held on Monday, September 26, 2016 at 6:30pm in the Council Chambers with Mayor Broeder presiding. Council Members present: Huntington, Johnson, Kerkow, Rohloff, Wicks and Wilke. Council Members absent: None. City Administrator Jenelle Teppen and City Attorney Todd Coryell were also present.

Motion by Council Member Huntington, seconded by Council Member Wicks approving the agenda as written. Voting in favor: Council Members Huntington, Johnson, Kerkow, Rohloff, Wicks, Wilke and Mayor Broeder. Voting no: None. Motion carried.

Motion by Council Member Wicks, seconded by Council Member Johnson to adopt **Resolution #16-091**, approving the following consent agenda items:

- Regular meeting minutes of September 12, 2016;
- Disbursements for the period ending September 26, 2016 in the amount of \$1,663,992.03.

Voting in favor: Council Members Huntington, Johnson, Kerkow, Rohloff, Wicks, Wilke and Mayor Broeder. Voting no: None. Motion carried.

Motion by Council Member Wicks, seconded by Council Member Huntington to adopt **Resolution #16-092**, approving a reimbursement resolution stating intentions to refund project costs from bond proceeds on the reconstruction of North 2nd St. and Water Main Replacement on a portion of North Main St. Voting in favor: Council Members Huntington, Johnson, Kerkow, Rohloff, Wicks, Wilke and Mayor Broeder. Voting no: None. Motion carried.

Motion by Council Member Wicks, seconded by Council Member Rohloff to adopt **Resolution #16-093**, approving the in-kind donation to St. Anne's parish to remove five stumps and plant four new trees. Voting in favor: Council Members Huntington, Johnson, Kerkow, Rohloff, Wicks, Wilke and Mayor Broeder. Voting no: None. Motion carried.

Motion by Council Member Huntington, seconded by Council Member Rohloff to adopt **Resolution #16-094**, approving the procedure to dispose of surplus equipment, materials and supplies. Voting in favor: Council Members Huntington, Johnson, Kerkow, Rohloff, Wicks, Wilke and Mayor Broeder. Voting no: None. Motion carried.

A Comprehensive Plan update was provided. An open house will be held on Monday, October 17th from 4:00pm – 6:00pm at City Hall to review a draft of Le Sueur's Comprehensive Plan. The public is encouraged to attend to provide feedback.

Motion by Council Member Rohloff, seconded by Council Member Wicks to adjourn. Voting in favor: Council Members Huntington, Johnson, Kerkow, Rohloff, Wicks, Wilke and Mayor Broeder. Voting no: None. Motion carried.



Council Approval Report for October 10, 2016

By Fund

Post Dates 09/27/2016 - 10/10/2016

Account Number	Vendor Name	Description (Item)	Payable Number	Account Number	Amount
Fund: 101 - GENERAL FUND					
101-14101	GENESIS	BULK FUEL	64266	101-14101	2,531.75
101-14101	GENESIS	BULK FUEL	64267	101-14101	650.77
101-15502	I.U.O.E. LOCAL 49	NOVEMBER 2016 HEALTH	INV0004031	101-15502	4,440.00
101-20702	FIRST FARMERS & MERCHANTS	2016-09-30 PAYROLL	INV0003997	101-20702	20,940.86
101-21701	FIRST FARMERS & MERCHANTS	FIT 941 TAXES	INV0003994	101-21701	4,363.49
101-21702	FIRST FARMERS & MERCHANTS	STATE TAX	INV0003996	101-21702	1,737.02
101-21703	FIRST FARMERS & MERCHANTS	SS 941 TAXES	INV0003995	101-21703	2,975.02
101-21704	FIRST FARMERS & MERCHANTS	PERA	INV0003988	101-21704	3,403.85
101-21704	FIRST FARMERS & MERCHANTS	PERA	INV0003989	101-21704	4,850.48
101-21711	MN CHILD SUPPORT PAYMENT	CHILD SUPPORT ORDER	INV0003992	101-21711	309.18
101-21712	FIRST FARMERS & MERCHANTS	MED 941 TAXES	INV0003993	101-21712	1,194.94
101-21713	AXA EQUITABLE	AXA EQUITABLE DEFERRED	INV0003983	101-21713	191.17
101-21714	SELECT ACCOUNT	FLEX/HSA	INV0003987	101-21714	933.66
101-21718	FIRST FARMERS & MERCHANTS	BRINKER DEFERRED COMP	INV0003981	101-21718	500.00
101-21719	FIRST FARMERS & MERCHANTS	HOSP	INV0003985	101-21719	1,091.86
101-21719	FIRST FARMERS & MERCHANTS	HOSP	INV0003986	101-21719	550.55
					50,664.60
Department: 41110 - CITY COUNCIL					
101-41110-331	GREATER MANKATO GROWTH	REDA ANNUAL MEETING	49060	101-41110-331	23.00
101-41110-331	STACY LAWRENCE	STAMPS	INV0004002	101-41110-331	62.75
					Department 41110 - CITY COUNCIL Total: 85.75
Department: 41320 - CITY ADMINISTRATOR					
101-41320-331	JENELLE TEPPEN	TRAVEL EXPENSE	INV0004023	101-41320-331	147.85
101-41320-437	WHAT WORKS INC	SUPERVISORY TRAINING	#LESU16-03	101-41320-437	393.97
					Department 41320 - CITY ADMINISTRATOR Total: 541.82
Department: 41430 - CITY CLERK					
101-41430-201	PETTY CASH FUND	AUGUST- SEPTEMBER	INV0004013	101-41430-201	32.23
101-41430-201	PETTY CASH FUND	AUGUST- SEPTEMBER	INV0004013	101-41430-201	29.64
101-41430-207	MAGC	FALL CONFERENCE	16FALCONF16	101-41430-207	100.00
101-41430-314	AEM FINANCIAL SOLUTIONS, LLC	OCTOBER 2016 FINANCIAL	372766	101-41430-314	3,798.00
101-41430-321	VERIZON WIRELESS	CELLULAR SERVICE	9772897562	101-41430-321	25.68
101-41430-321	JAGUAR COMMUNICATIONS INC	SEPTEMBER PHONE SERVICE	INV0004024	101-41430-321	62.50
101-41430-321	MARCO	MANAGE SERVICES	INV3661237	101-41430-321	225.36
101-41430-322	STACY LAWRENCE	STAMPS	INV0004002	101-41430-322	13.60
101-41430-331	STACY LAWRENCE	STAMPS	INV0004002	101-41430-331	8.85
101-41430-437	MAYER SOFT WATER-CULLIGAN	WATER COOLER	226565	101-41430-437	48.75
					Department 41430 - CITY CLERK Total: 4,344.61
Department: 41610 - LEGAL					
101-41610-304	ANDERSON, SKUBITZ, &	LEGAL FEES-SEPTEMBER 2016	15516	101-41610-304	1,669.00
					Department 41610 - LEGAL Total: 1,669.00
Department: 41940 - GOVERNMENT BUILDINGS					
101-41940-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	101-41940-381	515.55
101-41940-400	PROFESSIONAL CLEANING	JANITORIAL SERVICES	167	101-41940-400	1,121.81
					Department 41940 - GOVERNMENT BUILDINGS Total: 1,637.36
Department: 42120 - POLICE DEPARTMENT					
101-42120-201	TRUSTWORTHY HARDWARE OF	VELCRO, SCREWS, BULBS	215366	101-42120-201	10.48
101-42120-201	TRUSTWORTHY HARDWARE OF	VELCRO, SCREWS, BULBS CREDIT	215379	101-42120-201	3.00
101-42120-201	TRUSTWORTHY HARDWARE OF	VELCRO, SCREWS, BULBS	215401	101-42120-201	11.98
101-42120-201	PETTY CASH FUND	AUGUST- SEPTEMBER	INV0004013	101-42120-201	6.87
101-42120-309	MORRIS ELECTRONICS INC	IT WORK SERVER	20139480	101-42120-309	93.75
101-42120-309	METRO SALES, INC.	MAINTENACE CONTRACT	INV0004032	101-42120-309	13.26

Account Number	Vendor Name	Description (Item)	Payable Number	Account Number	Amount
101-42120-321	VERIZON WIRELESS	CELLULAR SERVICE	9772913914	101-42120-321	838.81
101-42120-321	FRONTIER COMMUNICATIONS	PHONE SERVICE	INV0004017	101-42120-321	77.18
101-42120-321	JAGUAR COMMUNICATIONS INC	SEPTEMBER PHONE SERVICE	INV0004024	101-42120-321	250.04
101-42120-321	MARCO	MANAGE SERVICES	INV3661237	101-42120-321	150.24
101-42120-354	J.P. COOKE COMPANY	PET LICENSE TAGS	416961	101-42120-354	65.86
101-42120-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	101-42120-381	257.63
101-42120-400	PROFESSIONAL CLEANING	JANITORIAL SERVICE	165	101-42120-400	289.90
101-42120-407	HENDERSON LAWN CARE	MOW NUISANCE PROPERTY	207	101-42120-407	63.00
Department 42120 - POLICE DEPARTMENT Total:					2,132.00
Department: 42140 - POLICE TRAINING					
101-42140-207	ICPC REGION 3 TRAINING	CHAMPLAIN CONFERENCE FEE	INV0004014	101-42140-207	175.00
101-42140-331	JENNY CUMMINS	MEAL REIMBURSEMENT	INV0004021	101-42140-331	14.13
101-42140-331	GREG SCHELIN	MEAL REIMBURSEMENT	INV0004022	101-42140-331	31.13
Department 42140 - POLICE TRAINING Total:					220.26
Department: 42151 - POLICE COMMUNICATION SERV					
101-42151-325	BUREAU OF CRIM.	BCA LINE LEASE	00000364483	101-42151-325	570.00
Department 42151 - POLICE COMMUNICATION SERV Total:					570.00
Department: 42152 - POLICE AUTOMOTIVE SERVICES					
101-42152-431	LABELLE'S ALIGNMENT	REPAIR TIRE	20321	101-42152-431	22.69
101-42152-431	NAPA AUTO PARTS	WASHER FLUID	429161	101-42152-431	5.32
101-42152-431	WOLF MOTOR CO., INC.	ADHESIVE FOR SQUAD	8005418	101-42152-431	9.48
101-42152-438	AFTER BURNER AUTO BODY &	TOW RECOVERED STOLEN	ICR 16005140	101-42152-438	230.00
Department 42152 - POLICE AUTOMOTIVE SERVICES Total:					267.49
Department: 42401 - BUILDING CODE ENFORCEMENT					
101-42401-201	PETTY CASH FUND	AUGUST- SEPTEMBER	INV0004013	101-42401-201	6.68
101-42401-408	CITY BLDG INSPECTION	INSPECTION SERVICES	371	101-42401-408	3,344.44
Department 42401 - BUILDING CODE ENFORCEMENT Total:					3,351.12
Department: 42500 - POLICE RESERVES					
101-42500-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	101-42500-381	87.00
101-42500-400	PROFESSIONAL CLEANING	JANITORIAL SERVICES	166	101-42500-400	69.16
Department 42500 - POLICE RESERVES Total:					156.16
Department: 42700 - ANIMAL CONTROL					
101-42700-311	MINNESOTA CRITTER GETTER	SEPTEMBER ANIMAL CONTROL	INV0004015	101-42700-311	1,148.00
Department 42700 - ANIMAL CONTROL Total:					1,148.00
Department: 42800 - EMERGENCY MANAGEMENT/EOC					
101-42800-321	VERIZON WIRELESS	CELLULAR SERVICE	9772897562	101-42800-321	41.10
101-42800-322	PETTY CASH FUND	AUGUST- SEPTEMBER	INV0004013	101-42800-322	12.90
Department 42800 - EMERGENCY MANAGEMENT/EOC Total:					54.00
Department: 43121 - STREET DEPARTMENT					
101-43121-215	G & K SERVICES INC	TOWEL SERVICE	1002104869	101-43121-215	42.75
101-43121-215	DENZER'S VALLEY AG	FLOOR DRY	33895	101-43121-215	43.32
101-43121-215	NAPA AUTO PARTS	RUBBER GLOVES	429955	101-43121-215	15.99
101-43121-221	DENZER'S VALLEY AG	OIL	336952	101-43121-221	105.35
101-43121-221	NAPA AUTO PARTS	WIPERS	428846	101-43121-221	39.96
101-43121-221	NAPA AUTO PARTS	FILTERS	429286	101-43121-221	140.47
101-43121-221	NAPA AUTO PARTS	SERVICE CHARGE	92416	101-43121-221	5.00
101-43121-224	GENESIS	FINANCE CHARGE	113152	101-43121-224	1.94
101-43121-224	TRAXLER CONSTRUCTION	GRAVEL	51771	101-43121-224	114.48
101-43121-303	BOLTON & MENK	WOODS DRIVE STABILIZATION	0194451	101-43121-303	120.00
101-43121-303	BOLTON & MENK	GENERAL ENGINEERING	0194452	101-43121-303	916.50
101-43121-321	VERIZON WIRELESS	CELLULAR SERVICE	9772913920	101-43121-321	233.97
101-43121-321	CW TECHNOLOGY	PASSWORD CHANGE SUPPORT	CW35480	101-43121-321	8.06
101-43121-321	MARCO	MANAGE SERVICES	INV3661237	101-43121-321	175.28
101-43121-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	101-43121-381	280.25
101-43121-404	DENZER'S VALLEY AG	REPAIR AC SYSTEM	5271	101-43121-404	85.50
Department 43121 - STREET DEPARTMENT Total:					2,328.82

Account Number	Vendor Name	Description (Item)	Payable Number	Account Number	Amount
Department: 45201 - PARK DEPARTMENT					
101-45201-212	NAPA AUTO PARTS	OIL	429804	101-45201-212	115.17
101-45201-215	MENARDS	PARK SHELTER STAIN	44971	101-45201-215	32.98
101-45201-225	DRUMMERS GARDEN CENTER	PARK TREE	1-610878	101-45201-225	48.03
101-45201-380	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	101-45201-380	58.50
101-45201-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	101-45201-381	1,914.57
Department 45201 - PARK DEPARTMENT Total:					2,169.25
Department: 45500 - LIBRARY MAINTENANCE					
101-45500-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	101-45500-381	889.40
101-45500-400	PROFESSIONAL CLEANING	JANITORIAL SERVICE	164	101-45500-400	999.98
Department 45500 - LIBRARY MAINTENANCE Total:					1,889.38
Fund 101 - GENERAL FUND Total:					73,229.62
Fund: 225 - FIRE SERVICE FUND					
Department: 42200 - FIRE SERVICE					
225-42200-207	SASCS	TRAINING	1862	225-42200-207	1,800.00
225-42200-221	LABELLE'S ALIGNMENT	TRUCK REPAIR NEW TIRES &	20449	225-42200-221	2,144.86
225-42200-221	BORDER STATES ELEC SUPPLY	BATTERY	911847073	225-42200-221	68.44
225-42200-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	225-42200-381	558.58
Department 42200 - FIRE SERVICE Total:					4,571.88
Fund 225 - FIRE SERVICE FUND Total:					4,571.88
Fund: 226 - AMBULANCE SERVICE FUND					
226-20702	FIRST FARMERS & MERCHANTS	2016-09-30 PAYROLL	INV0003997	226-20702	40.32
226-21701	FIRST FARMERS & MERCHANTS	FIT 941 TAXES	INV0003994	226-21701	5.34
226-21702	FIRST FARMERS & MERCHANTS	STATE TAX	INV0003996	226-21702	2.36
226-21703	FIRST FARMERS & MERCHANTS	SS 941 TAXES	INV0003995	226-21703	6.64
226-21704	FIRST FARMERS & MERCHANTS	PERA	INV0003988	226-21704	7.74
226-21712	FIRST FARMERS & MERCHANTS	MED 941 TAXES	INV0003993	226-21712	1.56
226-21719	FIRST FARMERS & MERCHANTS	HCSP	INV0003986	226-21719	0.57
					64.53
Department: 42153 - AMBULANCE SERVICES					
226-42153-212	SA FLEET ONE LLC	FUEL	4477250059	226-42153-212	205.21
226-42153-219	BOUND TREE MEDICAL LLC	MASKS & MONITORING EQUIP	82278844	226-42153-219	89.90
226-42153-220	NAPA AUTO PARTS	BATTERY FOR 395	428704	226-42153-220	259.37
226-42153-220	WOLF MOTOR CO., INC.	OIL LEAK ON 396	9032394	226-42153-220	129.96
226-42153-318	RIVER'S EDGE	ALS INTERCEPT	INV0004020	226-42153-318	150.00
226-42153-321	VERIZON WIRELESS	CELLULAR SERVICE	9772950115	226-42153-321	50.40
226-42153-321	MARCO	MANAGE SERVICES	INV3661237	226-42153-321	150.24
226-42153-331	OWEN THEIS	REIMBURSE FOR MEALS	INV0004018	226-42153-331	37.00
226-42153-331	ERIC SMYKALSKI	REIMBURSE FOR CONFERENCE	INV0004019	226-42153-331	154.01
226-42153-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	226-42153-381	93.60
226-42153-400	PROFESSIONAL CLEANING	JANITORIAL SERVICES	166	226-42153-400	69.17
226-42153-437	PETTY CASH FUND	AUGUST- SEPTEMBER	INV0004013	226-42153-437	22.18
226-42153-476	HENDERSON INDEPENDENT	THANK YOU ADVERTISING	3187	226-42153-476	48.00
226-42153-476	APG MEDIA OF SOUTHERN	DANCE THANK YOU	55208740	226-42153-476	182.25
Department 42153 - AMBULANCE SERVICES Total:					1,641.29
Fund 226 - AMBULANCE SERVICE FUND Total:					1,705.82
Fund: 227 - PARA-TRANSIT FUND					
227-20702	FIRST FARMERS & MERCHANTS	2016-09-30 PAYROLL	INV0003997	227-20702	3,857.16
227-21701	FIRST FARMERS & MERCHANTS	FIT 941 TAXES	INV0003994	227-21701	367.15
227-21702	FIRST FARMERS & MERCHANTS	STATE TAX	INV0003996	227-21702	166.73
227-21703	FIRST FARMERS & MERCHANTS	SS 941 TAXES	INV0003995	227-21703	560.24
227-21704	FIRST FARMERS & MERCHANTS	PERA	INV0003988	227-21704	589.79
227-21711	MN CHILD SUPPORT PAYMENT	REMITTANCE IDENTIFIER:	INV0003982	227-21711	394.62
227-21712	FIRST FARMERS & MERCHANTS	MED 941 TAXES	INV0003993	227-21712	131.04
227-21713	AXA EQUITABLE	AXA EQUITABLE DEFERRED	INV0003983	227-21713	50.00
227-21719	FIRST FARMERS & MERCHANTS	HCSP	INV0003986	227-21719	50.98
					6,167.71

Account Number	Vendor Name	Description (Item)	Payable Number	Account Number	Amount
Department: 49804 - ADMINISTRATION					
227-49804-321	VERIZON WIRELESS	CELLULAR SERVICE	9772860328	227-49804-321	90.13
227-49804-321	MARCO	MANAGE SERVICES	INV3661237	227-49804-321	175.28
227-49804-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	227-49804-381	100.77
227-49804-400	PROFESSIONAL CLEANING	JANITORIAL SERVICES	166	227-49804-400	86.67
Department 49804 - ADMINISTRATION Total:					452.85
Fund 227 - PARA-TRANSIT FUND Total:					6,620.56
Fund: 229 - CABLE TV FUND					
229-20702	FIRST FARMERS & MERCHANTS	2016-09-30 PAYROLL	INV0003997	229-20702	640.26
229-21701	FIRST FARMERS & MERCHANTS	FIT 941 TAXES	INV0003994	229-21701	95.18
229-21702	FIRST FARMERS & MERCHANTS	STATE TAX	INV0003996	229-21702	40.31
229-21703	FIRST FARMERS & MERCHANTS	SS 941 TAXES	INV0003995	229-21703	104.16
229-21712	FIRST FARMERS & MERCHANTS	MED 941 TAXES	INV0003993	229-21712	24.36
					904.27
Fund 229 - CABLE TV FUND Total:					904.27
Fund: 235 - AIRPORT FUND					
Department: 49810 - AIRPORT ADMINISTRATION					
235-49810-221	NAPA AUTO PARTS	MOWER PART	428982	235-49810-221	4.26
235-49810-221	NAPA AUTO PARTS	FREON	429431	235-49810-221	35.96
235-49810-221	GENESIS LAMP CORPORATION	RUNWAY LIGHTS	62358	235-49810-221	147.20
235-49810-322	INNOVATIVE OFFICE SOLUTIONS	PRINT CARTRIDGES	IN1332841	235-49810-322	42.46
235-49810-326	SCOTT'S HELICOPTER SERVICE	FBO AGREEMENT-OCTOBER	INV0004004	235-49810-326	238.70
235-49810-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	235-49810-381	270.19
235-49810-382	SCOTT'S HELICOPTER SERVICE	FBO AGREEMENT-OCTOBER	INV0004004	235-49810-382	175.00
Department 49810 - AIRPORT ADMINISTRATION Total:					913.77
Fund 235 - AIRPORT FUND Total:					913.77
Fund: 240 - HRA FUND					
240-20702	FIRST FARMERS & MERCHANTS	2016-09-30 PAYROLL	INV0003997	240-20702	2,168.55
240-21701	FIRST FARMERS & MERCHANTS	FIT 941 TAXES	INV0003994	240-21701	262.13
240-21702	FIRST FARMERS & MERCHANTS	STATE TAX	INV0003996	240-21702	100.50
240-21703	FIRST FARMERS & MERCHANTS	SS 941 TAXES	INV0003995	240-21703	318.88
240-21704	FIRST FARMERS & MERCHANTS	PERA	INV0003988	240-21704	386.61
240-21712	FIRST FARMERS & MERCHANTS	MED 941 TAXES	INV0003993	240-21712	74.58
240-21719	FIRST FARMERS & MERCHANTS	HCSP	INV0003986	240-21719	42.23
					3,353.48
Department: 46330 - HRA EXPENDITURES					
240-46330-113	LESUEUR HRA	PER DIAMS	INV0004003	240-46330-113	750.00
Department 46330 - HRA EXPENDITURES Total:					750.00
Fund 240 - HRA FUND Total:					4,103.48
Fund: 250 - YOUTH OPPORTUNITIES FUND					
250-20702	FIRST FARMERS & MERCHANTS	2016-09-30 PAYROLL	INV0003997	250-20702	692.62
250-21703	FIRST FARMERS & MERCHANTS	SS 941 TAXES	INV0003995	250-21703	93.00
250-21712	FIRST FARMERS & MERCHANTS	MED 941 TAXES	INV0003993	250-21712	21.76
					807.38
Fund 250 - YOUTH OPPORTUNITIES FUND Total:					807.38
Fund: 380 - EDA GENERAL FUND					
Department: 46500 - ECONOMIC DEVELOPMENT ASSIST					
380-46500-306	LE SUEUR DEVELOPMENT INC	3RD QUARTER LSDI CONTRACT	INV0004000	380-46500-306	9,250.00
Department 46500 - ECONOMIC DEVELOPMENT ASSIST Total:					9,250.00
Fund 380 - EDA GENERAL FUND Total:					9,250.00
Fund: 416 - PAVEMENT MANAGEMENT					
Department: 43121 - STREET DEPARTMENT					
416-43121-303	BOLTON & MENK	SOUTH 4TH PAVEMENT	0194450	416-43121-303	10,157.00
Department 43121 - STREET DEPARTMENT Total:					10,157.00
Fund 416 - PAVEMENT MANAGEMENT Total:					10,157.00

Account Number	Vendor Name	Description (Item)	Payable Number	Account Number	Amount
Fund: 420 - CAPITAL IMPROVEMENT FUND					
Department: 49250 - GENERAL CAPITAL IMPROVEMENTS					
420-49250-303	BOLTON & MENK	2014 AIRPORT LAND	0194385	420-49250-303	1,500.00
420-49250-509	EAGLE CONSTRUCTION	RUNWAY 13 PROJECT	INV0004006	420-49250-509	12,459.87
420-49250-509	EAGLE CONSTRUCTION	RUNWAY 13 PROJECT	INV0004007	420-49250-509	33,166.26
Department 49250 - GENERAL CAPITAL IMPROVEMENTS Total:					47,126.13
Fund 420 - CAPITAL IMPROVEMENT FUND Total:					47,126.13
Fund: 477 - NO HWY 169 FRONTAGE ROAD					
Department: 43121 - STREET DEPARTMENT					
477-43121-303	LE SUEUR COUNTY HIGHWAY	R-CUT	INV0003999	477-43121-303	132,179.00
Department 43121 - STREET DEPARTMENT Total:					132,179.00
Fund 477 - NO HWY 169 FRONTAGE ROAD Total:					132,179.00
Fund: 601 - WATER UTILITY FUND					
601-14100	TRUSTWORTHY HARDWARE OF	METER PARTS	215241	601-14100	19.95
601-14100	TRUSTWORTHY HARDWARE OF	METER PARTS	215508	601-14100	7.27
601-14100	METERING & TECHNOLOGY	METERS	7316	601-14100	1,771.16
601-15502	I.U.O.E. LOCAL 49	NOVEMBER 2016 HEALTH	INV0004031	601-15502	2,590.00
601-16550	REHNELT EXCAVATING LLC	4TH ST WATEMAIN	M17.111901	601-16550	111,124.15
601-20702	FIRST FARMERS & MERCHANTS	2016-09-30 PAYROLL	INV0003997	601-20702	7,070.66
601-21701	FIRST FARMERS & MERCHANTS	FIT 941 TAXES	INV0003994	601-21701	845.71
601-21702	FIRST FARMERS & MERCHANTS	STATE TAX	INV0003996	601-21702	354.18
601-21703	FIRST FARMERS & MERCHANTS	SS 941 TAXES	INV0003995	601-21703	1,117.34
601-21704	FIRST FARMERS & MERCHANTS	PERA	INV0003988	601-21704	1,361.20
601-21712	FIRST FARMERS & MERCHANTS	MED 941 TAXES	INV0003993	601-21712	261.34
601-21713	AXA EQUITABLE	AXA EQUITABLE DEFERRED	INV0003983	601-21713	20.00
601-21718	FIRST FARMERS & MERCHANTS	BRINKER DEFERRED COMP	INV0003981	601-21718	160.28
601-21719	FIRST FARMERS & MERCHANTS	HCSP	INV0003986	601-21719	118.39
					126,821.63
Department: 49400 - SOURCE OF SUPPLY					
601-49400-404	TRUSTWORTHY HARDWARE OF	UPS & GLUE	215427	601-49400-404	18.95
601-49400-404	ADVANCED ENGINEERING &	WTP, WELL 7 MAINTENANCE	49615	601-49400-404	1,215.33
601-49400-406	MINNESOTA PIPE & EQUIPMENT	WELL 7 REHAB	0365208	601-49400-406	15,991.76
Department 49400 - SOURCE OF SUPPLY Total:					17,226.04
Department: 49410 - POWER AND PUMPING					
601-49410-221	TRUSTWORTHY HARDWARE OF	BALLCOCK	215877	601-49410-221	12.59
601-49410-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	601-49410-381	10,026.94
601-49410-404	TRUSTWORTHY HARDWARE OF	BS FITTING	215499	601-49410-404	2.92
601-49410-404	TRUSTWORTHY HARDWARE OF	HOSE REPAIR	215500	601-49410-404	9.43
601-49410-404	TRUSTWORTHY HARDWARE OF	BS FITTING	215513	601-49410-404	1.58
601-49410-404	ADVANCED ENGINEERING &	WTP, WELL 7 MAINTENANCE	49615	601-49410-404	1,215.34
Department 49410 - POWER AND PUMPING Total:					11,268.80
Department: 49420 - PURIFICATION					
601-49420-216	HAWKINS, INC.	CHEMICALS	3955859	601-49420-216	508.88
601-49420-312	UTILITY CONSULTANTS INC	LAB TESTING	93124	601-49420-312	70.00
Department 49420 - PURIFICATION Total:					578.88
Department: 49430 - DISTRIBUTION					
601-49430-240	BATTERIES PLUS	METER READING BATTERY	023-103985-01	601-49430-240	21.99
601-49430-240	HAWKINS, INC.	WRENCH & SOCKETS	0365479	601-49430-240	159.81
601-49430-244	TRUSTWORTHY HARDWARE OF	BATTERIES & GLUE	215394	601-49430-244	22.97
Department 49430 - DISTRIBUTION Total:					204.77
Department: 49440 - ADMINISTRATION & GENERAL					
601-49440-201	INNOVATIVE OFFICE SOLUTIONS	PENS, CLIPS	IN1325724	601-49440-201	5.73
601-49440-207	RICK ROGICH	AWWA CONFERENCE	INV0004028	601-49440-207	132.56
601-49440-217	CINTAS CORPORATION LOC.	UNIFORMS	754639830	601-49440-217	13.27
601-49440-217	CINTAS CORPORATION LOC.	UNIFORMS	754642362	601-49440-217	102.94
601-49440-220	NAPA AUTO PARTS	TIRE PATCH KIT	429501	601-49440-220	14.43
601-49440-220	NAPA AUTO PARTS	OIL FOR TRUCKS	429917	601-49440-220	3.75

Account Number	Vendor Name	Description (Item)	Payable Number	Account Number	Amount
601-49440-220	NAPA AUTO PARTS	OIL FOR TRUCKS	429956	601-49440-220	3.35
601-49440-220	WOLF MOTOR CO., INC.	BLOWER MOTOR	9032547	601-49440-220	400.77
601-49440-240	TRUSTWORTHY HARDWARE OF	TORCH	214205	601-49440-240	26.99
601-49440-304	ANDERSON, SKUBITZ, &	LEGAL FEES-SEPTEMBER 2016	15516	601-49440-304	333.80
601-49440-309	NEON LINK	JUNE 2016 MONTHLY SERVICE	1226	601-49440-309	113.04
601-49440-309	NEON LINK	AUGUST 2016 MONTHLY	1242	601-49440-309	113.60
601-49440-309	NEON LINK	SEPTEMBER 2016 UB	1257	601-49440-309	114.88
601-49440-314	AEM FINANCIAL SOLUTIONS, LLC	OCTOBER 2016 FINANCIAL	372766	601-49440-314	759.60
601-49440-321	VERIZON WIRELESS	CELLULAR SERVICE	9772867239	601-49440-321	184.46
601-49440-321	VERIZON WIRELESS	CELLULAR SERVICE	9772897562	601-49440-321	5.14
601-49440-321	CW TECHNOLOGY	PASSWORD CHANGE SUPPORT	CW35480	601-49440-321	8.06
601-49440-321	JAGUAR COMMUNICATIONS INC	SEPTEMBER PHONE SERVICE	INV0004024	601-49440-321	93.77
601-49440-321	JAGUAR COMMUNICATIONS INC	SEPTEMBER PHONE SERVICE	INV0004025	601-49440-321	6.37
601-49440-321	MARCO	MANAGE SERVICES	INV3661237	601-49440-321	325.52
601-49440-401	PROFESSIONAL CLEANING	JANITORIAL SERVICES	163	601-49440-401	203.13
601-49440-436	GOPHER STATE ONE CALL	LOCATES	6090506	601-49440-436	47.93
601-49440-437	WHAT WORKS INC	SUPERVISORY TRAINING	#LESU16-03	601-49440-437	393.97
601-49440-437	TRUSTWORTHY HARDWARE OF	UPS	214341	601-49440-437	23.98
601-49440-437	TRUSTWORTHY HARDWARE OF	UPS	214514	601-49440-437	19.72
601-49440-437	JAMIE KLETSCHKA	CUSTOMER DEPOSIT REFUND	INV0004001	601-49440-437	21.02

Department 49440 - ADMINISTRATION & GENERAL Total: 3,471.78

Fund 601 - WATER UTILITY FUND Total: 159,571.90

Fund: 602 - SEWER UTILITY FUND

602-15502	I.U.O.E. LOCAL 49	NOVEMBER 2016 HEALTH	INV0004031	602-15502	2,590.00
602-20702	FIRST FARMERS & MERCHANTS	2016-09-30 PAYROLL	INV0003997	602-20702	4,430.49
602-21701	FIRST FARMERS & MERCHANTS	FIT 941 TAXES	INV0003994	602-21701	547.04
602-21702	FIRST FARMERS & MERCHANTS	STATE TAX	INV0003996	602-21702	226.30
602-21703	FIRST FARMERS & MERCHANTS	SS 941 TAXES	INV0003995	602-21703	689.82
602-21704	FIRST FARMERS & MERCHANTS	PERA	INV0003988	602-21704	837.32
602-21712	FIRST FARMERS & MERCHANTS	MED 941 TAXES	INV0003993	602-21712	161.28
602-21713	AXA EQUITABLE	AXA EQUITABLE DEFERRED	INV0003983	602-21713	20.00
602-21718	FIRST FARMERS & MERCHANTS	BRINKER DEFERRED COMP	INV0003981	602-21718	160.22
602-21719	FIRST FARMERS & MERCHANTS	HCSP	INV0003986	602-21719	70.40

9,732.87

Department: 49470 - SEWER LIFT STATIONS

602-49470-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	602-49470-381	421.25
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Department 49470 - SEWER LIFT STATIONS Total: 421.25

Department: 49480 - SEWER TREATMENT PLANTS

602-49480-221	TRUSTWORTHY HARDWARE OF	HOSE REPAIR	214209	602-49480-221	2.99
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Department 49480 - SEWER TREATMENT PLANTS Total: 2.99

Department: 49490 - ADMINISTRATION & GENERAL

602-49490-201	STRATEGIC INSIGHTS, INC.	SOFTWARE	185	602-49490-201	499.50
602-49490-201	INNOVATIVE OFFICE SOLUTIONS	PENS, CLIPS	IN1325724	602-49490-201	5.73
602-49490-207	RICK ROGICH	AWWA CONFERENCE	INV0004028	602-49490-207	132.56
602-49490-217	CINTAS CORPORATION LOC.	UNIFORMS	754639830	602-49490-217	13.27
602-49490-217	CINTAS CORPORATION LOC.	UNIFORMS, TOWELS, SOAP	754642362	602-49490-217	102.94
602-49490-220	NAPA AUTO PARTS	TIRE PATCH KIT	429501	602-49490-220	14.42
602-49490-220	NAPA AUTO PARTS	OIL FOR TRUCKS	429917	602-49490-220	3.74
602-49490-220	NAPA AUTO PARTS	OIL FOR TRUCKS	429956	602-49490-220	3.34
602-49490-220	WOLF MOTOR CO., INC.	BLOWER MOTOR	9032547	602-49490-220	400.77
602-49490-240	TRUSTWORTHY HARDWARE OF	ADAPTER	214370	602-49490-240	6.99
602-49490-304	ANDERSON, SKUBITZ, &	LEGAL FEES-SEPTEMBER 2016	15516	602-49490-304	333.80
602-49490-309	NEON LINK	JUNE 2016 MONTHLY SERVICE	1226	602-49490-309	113.04
602-49490-309	NEON LINK	AUGUST 2016 MONTHLY	1242	602-49490-309	113.60
602-49490-309	NEON LINK	SEPTEMBER 2016 UB	1257	602-49490-309	114.88
602-49490-314	AEM FINANCIAL SOLUTIONS, LLC	OCTOBER 2016 FINANCIAL	372766	602-49490-314	759.60
602-49490-321	VERIZON WIRELESS	CELLULAR SERVICE	9772867239	602-49490-321	184.46
602-49490-321	VERIZON WIRELESS	CELLULAR SERVICE	9772897562	602-49490-321	5.14
602-49490-321	CW TECHNOLOGY	PASSWORD CHANGE SUPPORT	CW35480	602-49490-321	8.06

Account Number	Vendor Name	Description (Item)	Payable Number	Account Number	Amount
602-49490-321	JAGUAR COMMUNICATIONS INC	SEPTEMBER PHONE SERVICE	INV0004024	602-49490-321	93.77
602-49490-321	JAGUAR COMMUNICATIONS INC	SEPTEMBER PHONE SERVICE	INV0004025	602-49490-321	6.37
602-49490-321	MARCO	MANAGE SERVICES	INV3661237	602-49490-321	325.52
602-49490-401	PROFESSIONAL CLEANING	JANITORIAL SERVICES	163	602-49490-401	203.12
602-49490-436	GOPHER STATE ONE CALL	LOCATES	6090506	602-49490-436	47.93
602-49490-437	WHAT WORKS INC	SUPERVISORY TRAINING	#LESU16-03	602-49490-437	393.97
602-49490-437	JAMIE KLETSCHKA	CUSTOMER DEPOSIT REFUND	INV0004001	602-49490-437	21.03

Department 49490 - ADMINISTRATION & GENERAL Total: 3,907.55

Fund 602 - SEWER UTILITY FUND Total: 14,064.66

Fund: 604 - ELECTRIC UTILITY FUND

604-14100	SPS COMPANIES, INC.	TOILET HILLSIDE CT	S3321921.001	604-14100	199.21
604-14100	SPS COMPANIES, INC.	TOILET HILLSIDE CT	S3323343.001	604-14100	199.21
604-15502	I.U.O.E. LOCAL 49	NOVEMBER 2016 HEALTH	INV0004031	604-15502	4,810.00
604-20702	FIRST FARMERS & MERCHANTS	2016-09-30 PAYROLL	INV0003997	604-20702	16,145.13
604-21701	FIRST FARMERS & MERCHANTS	FIT 941 TAXES	INV0003994	604-21701	2,125.52
604-21702	FIRST FARMERS & MERCHANTS	STATE TAX	INV0003996	604-21702	891.50
604-21703	FIRST FARMERS & MERCHANTS	SS 941 TAXES	INV0003995	604-21703	2,490.16
604-21704	FIRST FARMERS & MERCHANTS	PERA	INV0003988	604-21704	3,031.35
604-21712	FIRST FARMERS & MERCHANTS	MED 941 TAXES	INV0003993	604-21712	582.44
604-21713	AXA EQUITABLE	AXA EQUITABLE DEFERRED	INV0003983	604-21713	59.99
604-21718	FIRST FARMERS & MERCHANTS	BRINKER DEFERRED COMP	INV0003981	604-21718	570.50
604-21719	FIRST FARMERS & MERCHANTS	HCSF	INV0003986	604-21719	341.57

31,446.58

Department: 49560 - POWER SUPPLY

604-49560-258	MMPA C/O AVANT ENERGY	POWER BILLING	2582	604-49560-258	94,297.59
604-49560-259	MMPA C/O AVANT ENERGY	POWER BILLING	2582	604-49560-259	160,261.40
604-49560-260	MMPA C/O AVANT ENERGY	POWER BILLING	2582	604-49560-260	368,318.12

Department 49560 - POWER SUPPLY Total: 622,877.11

Department: 49570 - TRANSMISSION & DISTRIBUTION

604-49570-221	LABELLE'S ALIGNMENT	FORD F350 TIRE REPAIR	20323	604-49570-221	15.69
604-49570-221	LABELLE'S ALIGNMENT	VEHICLE REPAIRS	20373	604-49570-221	247.60
604-49570-221	TOYOTA-LIFT OF MINNESOTA	FORK LIFT REPAIR	W150451	604-49570-221	8,697.68
604-49570-227	DGR CONSULTING ENGINEERS	MAINTENACE OF SUBSTATIONS	00221000	604-49570-227	525.00
604-49570-230	GOPHER STATE ONE CALL	LOCATES	6091070	604-49570-230	95.85
604-49570-235	BATTERIES PLUS	METER READING BATTERY	023-103985-01	604-49570-235	32.99
604-49570-240	DENZER'S VALLEY AG	BOLT	0033880	604-49570-240	1.47
604-49570-240	WESCO RECEIVABLES CORP.	CLIMBING ROPES,	475277	604-49570-240	2,872.80
604-49570-240	DENZER'S VALLEY AG	GENERATOR MAINTENANCE	5291	604-49570-240	355.79
604-49570-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	604-49570-381	1,123.30

Department 49570 - TRANSMISSION & DISTRIBUTION Total: 13,968.17

Department: 49590 - ADMINISTRATION & GENERAL

604-49590-304	ANDERSON, SKUBITZ, &	LEGAL FEES-SEPTEMBER 2016	15516	604-49590-304	1,001.40
604-49590-308	ROBERT BARTLE	DEHUMIDIFIER REBATE	INV0004012	604-49590-308	25.00
604-49590-309	NEON LINK	JUNE 2016 MONTHLY SERVICE	1226	604-49590-309	339.12
604-49590-309	NEON LINK	AUGUST 2016 MONTHLY	1242	604-49590-309	340.80
604-49590-309	NEON LINK	SEPTEMBER 2016 UB	1257	604-49590-309	344.64
604-49590-314	AEM FINANCIAL SOLUTIONS, LLC	OCTOBER 2016 FINANCIAL	372766	604-49590-314	2,278.80
604-49590-321	MANKATO ANSWERING SERVICE	ANSWERING SERVICE	160900265	604-49590-321	301.69
604-49590-321	VERIZON WIRELESS	CELLULAR SERVICE	9771302978	604-49590-321	470.22
604-49590-321	VERIZON WIRELESS	CELLULAR SERVICE	9772897562	604-49590-321	25.68
604-49590-321	VERIZON WIRELESS	CELLULAR SERVICE	9772967905	604-49590-321	475.01
604-49590-321	CW TECHNOLOGY	PASSWORD CHANGE SUPPORT	CW35480	604-49590-321	8.07
604-49590-321	MARCO	MANAGE SERVICES	INV3661237	604-49590-321	676.08
604-49590-401	MAYER SOFT WATER-CULLIGAN	WATER COOLER	226974	604-49590-401	48.25
604-49590-401	CHRISTINA BAUMAN	JANITORIAL SERVICES	INV0004011	604-49590-401	220.00
604-49590-434	JAMIE KLETSCHKA	CUSTOMER DEPOSIT REFUND	INV0004001	604-49590-434	63.06
604-49590-437	WHAT WORKS INC	SUPERVISORY TRAINING	#LESU16-03	604-49590-437	393.99
604-49590-719	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	604-49590-719	7,311.98

Account Number	Vendor Name	Description (Item)	Payable Number	Account Number	Amount
604-49590-722	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	604-49590-722	96.27
				Department 49590 - ADMINISTRATION & GENERAL Total:	14,420.06
				Fund 604 - ELECTRIC UTILITY FUND Total:	682,711.92
Fund: 606 - MN RIVER VALLEY UTILITY COMM					
606-20702	FIRST FARMERS & MERCHANTS	2016-09-30 PAYROLL	INV0003997	606-20702	2,556.52
606-21701	FIRST FARMERS & MERCHANTS	FIT 941 TAXES	INV0003994	606-21701	410.33
606-21702	FIRST FARMERS & MERCHANTS	STATE TAX	INV0003996	606-21702	160.93
606-21703	FIRST FARMERS & MERCHANTS	SS 941 TAXES	INV0003995	606-21703	417.98
606-21704	FIRST FARMERS & MERCHANTS	PERA	INV0003988	606-21704	488.77
606-21712	FIRST FARMERS & MERCHANTS	MED 941 TAXES	INV0003993	606-21712	97.74
606-21719	FIRST FARMERS & MERCHANTS	HCSP	INV0003986	606-21719	35.26
					4,167.53
				Fund 606 - MN RIVER VALLEY UTILITY COMM Total:	4,167.53
Fund: 607 - REFUSE & RECYCLING					
Department: 49650 - 49650 - MISSING DESCRIPTION					
607-49650-385	WASTE MANAGEMENT OF WI-	SEPTEMBER 2016 REFUSE	INV0004026	607-49650-385	19,892.49
607-49650-474	WASTE MANAGEMENT OF WI-	CITY WIDE CLEANUP	INV0004005	607-49650-474	1,385.00
				Department 49650 - 49650 - MISSING DESCRIPTION Total:	21,277.49
				Fund 607 - REFUSE & RECYCLING Total:	21,277.49
Fund: 615 - RECREATION FUND					
615-20702	FIRST FARMERS & MERCHANTS	2016-09-30 PAYROLL	INV0003997	615-20702	7,293.73
615-21701	FIRST FARMERS & MERCHANTS	FIT 941 TAXES	CM0000079	615-21701	-5.40
615-21701	FIRST FARMERS & MERCHANTS	FIT 941 TAXES	INV0003994	615-21701	595.11
615-21702	FIRST FARMERS & MERCHANTS	STATE TAX	CM0000081	615-21702	-2.89
615-21702	FIRST FARMERS & MERCHANTS	STATE TAX	INV0003996	615-21702	273.23
615-21703	FIRST FARMERS & MERCHANTS	SS 941 TAXES	CM0000080	615-21703	-9.36
615-21703	FIRST FARMERS & MERCHANTS	SS 941 TAXES	INV0003995	615-21703	989.56
615-21704	FIRST FARMERS & MERCHANTS	PERA	INV0003988	615-21704	915.88
615-21712	FIRST FARMERS & MERCHANTS	MED 941 TAXES	CM0000078	615-21712	-2.18
615-21712	FIRST FARMERS & MERCHANTS	MED 941 TAXES	INV0003993	615-21712	231.38
615-21713	AXA EQUITABLE	AXA EQUITABLE DEFERRED	INV0003983	615-21713	305.00
615-21719	FIRST FARMERS & MERCHANTS	HCSP	INV0003986	615-21719	63.11
					10,647.17
Department: 45120 - RECREATION ADMINISTRATION					
615-45120-201	INNOVATIVE OFFICE SOLUTIONS	PAPER, TAPE , PENS	IN1339918	615-45120-201	152.02
615-45120-201	INNOVATIVE OFFICE SOLUTIONS	DRY ERASE BOARD, MARKERS	IN1339919	615-45120-201	51.46
615-45120-218	EVOLUTION MEDIA & DESIGN,	FLAG FOOTBALL SHIRTS	6939	615-45120-218	431.52
615-45120-218	TRENT HUDSON	REFEREE	INV0004008	615-45120-218	50.00
615-45120-218	JAMIE MILLER	SCOREBOARD OPERATOR	INV0004009	615-45120-218	50.00
615-45120-218	MATT BISHOP	REFEREE	INV0004010	615-45120-218	50.00
615-45120-271	A.H. HERMEL COMPANY	VENDING MACHINE EXPENSE	605198	615-45120-271	45.85
615-45120-321	VERIZON WIRELESS	CELLULAR SERVICE	9772878190	615-45120-321	233.21
615-45120-321	JAGUAR COMMUNICATIONS INC	SEPTEMBER PHONE SERVICE	INV0004024	615-45120-321	125.02
615-45120-321	MARCO	MANAGE SERVICES	INV3661237	615-45120-321	300.48
615-45120-343	DEX MEDIA EAST LLC	MAY -SEPTEMBER 2016 LIBRARY	INV0004030	615-45120-343	393.50
615-45120-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	615-45120-381	7,340.83
615-45120-437	K & R GRAPHICS	FITNESS ROOM SIGNAGE	10085	615-45120-437	92.44
615-45120-437	MAYER SOFT WATER-CULLIGAN	WATER COOLER	226641	615-45120-437	182.42
615-45120-495	ISD #2397	SEPTEMBER 2016 COMMUNITY	INV0004029	615-45120-495	15,076.65
				Department 45120 - RECREATION ADMINISTRATION Total:	24,575.40
Department: 45122 - COMM CTR BUILDING MAINT					
615-45122-211	MENARDS	BATHROOM CLEANER	44970	615-45122-211	23.64
615-45122-211	COLE PAPERS INC.	WIPES & CLEANING SUPPLIES	9243480	615-45122-211	538.76
615-45122-240	BLUE LINE SHARPENING & SALES	ZAMBONI BLADES SHARPENING	158433	615-45122-240	132.00
615-45122-401	STANLEY SECURITY SOLUTIONS	FRONT DOOR ACCESS REPAIRS	13903117	615-45122-401	242.00
615-45122-401	TRUSTWORTHY HARDWARE OF	SPRAY PAINT/ SILACON	215314	615-45122-401	42.30
615-45122-401	TRUSTWORTHY HARDWARE OF	SPRAY PAINT	215372	615-45122-401	28.38
615-45122-401	DEL'S CONSTRUCTION CO., INC.	FRONT DOOR REPLACEMENT &	7124	615-45122-401	9,997.00

Council Approval Report for October 10, 2016

Post Dates: 09/27/2016 - 10/10/2016

Account Number	Vendor Name	Description (Item)	Payable Number	Account Number	Amount
615-45122-404	R & R SPECIALTIES, INC	BUSHING & SPROCKET PARTS	0060471-IN	615-45122-404	132.55
615-45122-404	NUESSMEIER ELECTRIC	ICE COMPRESSER REPAIRS	42542	615-45122-404	835.57
615-45122-404	NAPA AUTO PARTS	SAND PAD	429106	615-45122-404	41.97
615-45122-404	NAPA AUTO PARTS	SAND PAD	429138	615-45122-404	29.50
Department 45122 - COMM CTR BUILDING MAINT Total:					12,043.67
Department: 45124 - OUTDOOR POOL EXPENDITURES					
615-45124-381	LESUEUR MUNICIPAL UTILITIES	SEPTEMBER UTILITIES	INV0004027	615-45124-381	80.75
615-45124-401	BRUSHWORK OF FARIBAULT,	FACILITY PAINTING	00012495	615-45124-401	5,850.00
Department 45124 - OUTDOOR POOL EXPENDITURES Total:					5,930.75
Fund 615 - RECREATION FUND Total:					53,196.99
Grand Total:					1,226,559.40

Report Summary

Fund Summary

Fund	Payment Amount
101 - GENERAL FUND	73,229.62
225 - FIRE SERVICE FUND	4,571.88
226 - AMBULANCE SERVICE FUND	1,705.82
227 - PARA-TRANSIT FUND	6,620.56
229 - CABLE TV FUND	904.27
235 - AIRPORT FUND	913.77
240 - HRA FUND	4,103.48
250 - YOUTH OPPORTUNITIES FUND	807.38
380 - EDA GENERAL FUND	9,250.00
416 - PAVEMENT MANAGEMENT	10,157.00
420 - CAPITAL IMPROVEMENT FUND	47,126.13
477 - NO HWY 169 FRONTAGE ROAD	132,179.00
601 - WATER UTILITY FUND	159,571.90
602 - SEWER UTILITY FUND	14,064.66
604 - ELECTRIC UTILITY FUND	682,711.92
606 - MN RIVER VALLEY UTILITY COMM	4,167.53
607 - REFUSE & RECYCLING	21,277.49
615 - RECREATION FUND	53,196.99
Grand Total:	1,226,559.40

THE PRECEDING LIST OF BILLS WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE: October 10, 2016 APPROVED BY: _____
 Jenelle Teppen



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Jenelle Teppen, City Administrator

SUBJECT: Certification of Unpaid Delinquent Utilities

DATE: For the City Council Meeting of Monday, October 10, 2016

PURPOSE/ACTION REQUESTED

Consider certification of unpaid delinquent utilities.

SUMMARY

Pursuant to City Code Chapter 50.08, delinquent utility account balances as of August 1, 2016 shall be certified to Le Sueur County for collection with property taxes.

Delinquent customers were notified via mail and given until September 30, 2016 to bring their accounts current to avoid certification. The total amount of unpaid delinquent utilities being assessed is \$18,154.88. These assessments will also include a 5% interest rate with a repayment term of 1 year.

RECOMMENDATION

Certify to Le Sueur County a total of \$93,672.91 in unpaid delinquent utilities (plus 5% interest) to be collected with the 2016 property taxes. (See attached resolution)

RESOLUTION NO. 15-_____

At a regular meeting of the City Council in and for the City of Le Sueur, Minnesota, which meeting was duly called and held on the ____ day of _____, 2016 at 6:30 o'clock p.m., All Councilpersons were present. Mayor Broeder presided at the meeting and the following Resolution was offered by Councilperson _____ who duly moved for its adoption:

WHEREAS, City Council previously authorized the assessment of delinquent utility bills to be collected with real estate taxes as set forth in City of Le Sueur City Code Chapter 50.08, and,

WHEREAS, The City Council previously set a public hearing pursuant to the City Code for delinquent utility account holders to challenge and dispute the delinquent amounts prior to their certification, and,

WHEREAS, The public hearing having now been held and interested person having had the opportunity to voice their objections to such assessments, the City Council is now prepared to approve the delinquent utility accounts for certification to be collected the respective property's taxes.

NOW, THEREFORE, BE IT RESOLVED by the City Council in and for the City of Le Sueur, Minnesota, as follows:

1. That the attached Exhibit "A" – Delinquent Utility Assessment Roll shall be levied against each respective lot as identified in the Exhibit.
2. That the attached Exhibit "A" – Delinquent Utility Assessment Roll shall be payable in full and collected with the 2017 taxes at an interest rate of 5% per annum.
3. That the City Clerk is hereby authorized and directed to file a certified copy of this resolution with the Le Sueur County Auditor.

Said Resolution was duly seconded by Councilperson _____ and put to a vote. Voting in favor thereof were Councilpersons _____

_____. Voting against said Resolution: _____.

Motion carried.

Approved this ____ day of _____, 2016.

ATTEST:

Robert Broeder, Mayor

Stacy Lawrence, City Clerk



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Transfer of Sublease for the Mayo Clinic Site to Minnesota Valley Health Center and Provide Notification to Mayo of Notice to Terminate at the End of the Current Term

DATE: For the City Council Meeting of Monday, October 10, 2016

PURPOSE/ACTION REQUESTED

Consider approving the transfer of the sublease for the Mayo Clinic Site to Minnesota Valley Health Center (MVHC) and notification to Mayo of Notice to Terminate at the end of the current term (8/30/2018).

SUMMARY

On August 29 the City Council received a recommendation from the MVHC Board of Directors that they entered into an affiliation agreement with Ridgeview Medical Center (RMC) that would make them a wholly owned subsidiary of Ridgeview Medical Center (RMC).

The stated goal of the parties is to increase the healthcare services that are provided locally by creating an integrated, seamless healthcare system of hospital, clinic, ambulance and nursing home.

One of the terms of that affiliation agreement is to terminate the lease with Immanuel St. Joseph's – Mayo Health System and execute a new lease agreement with RMC.

Mayo Clinic would have until August 30, 2018 to vacate.

The proposed sublease indicates that RMC will pay rent of \$195,240 annually which is the amount of the annual bond payments issued by the City. These payments extend through the life of the bonds.

The sublease also proposes that RMC will pay the City \$250,000 within ten days of the defective date of this sublease, and has the option to purchase the premises after October 1, 2109.

While Bond Counsel has been involved in the negotiations to protect the City's interest as it relates to the two bonds issued for the hospital project, a final review of the sublease has not yet been reviewed. Bond holder consent will be required in the event the sublease for the clinic space is approved by the City. That consent will take a minimum of 3 weeks.

Should the City Council approve this action, Bond Counsel will begin their review, and staff will

seek agreement from the Economic Development Authority, since the EDA is the original lessee.

RECOMMENDATION

Staff recommends the Council approve the transfer of the sublease for the Mayo Clinic Site to Minnesota Valley Health Center (MVHC) and notification to Mayo of Notice to Terminate at the end of the current term (8/30/2018).

SUBLEASE

THIS SUBLEASE (the “Sublease”) is dated _____, 2016 (the “Effective Date”) and is between the City of Le Sueur, Minnesota, a municipal corporation (the “City” or the “Sublessor”) and Minnesota Valley Health Center, Inc., a Minnesota nonprofit corporation (“Minnesota Valley” or the “Sublessee”) (each a “Party”, and collectively, the “Parties”).

RECITALS

WHEREAS, the City, as lessor, and the Economic Development Authority of the City of Le Sueur, Minnesota, a political subdivision of the State of Minnesota (the “Authority”), as lessee, previously entered into a Ground Lease Agreement dated September 17, 2010, which was recorded on September 20, 2010 as Document No. 370687 with the Le Sueur County Recorder (the “Ground Lease”); and

WHEREAS, pursuant to the Ground Lease, the City ground leased to the Authority certain land in the City of Le Sueur, Minnesota, that is legally described in Exhibit A to the Ground Lease (the “Land”); and

WHEREAS, the Authority, as assignor, assigned its interest in the Ground Lease to Wells Fargo Securities, LLC (“Wells Fargo”), as assignee, pursuant to that certain Assignment of Ground Lease dated September 17, 2010, which was recorded as Document 370688 with the Le Sueur County Recorder (the “Ground Lease Assignment”); and

WHEREAS, the Ground Lease Assignment secures the repayment of Public Project Revenue Bond (City of Le Sueur, Minnesota Lease with Option to Purchase Project), Series 2010 in the original principal amount of \$2,466,000 (the “Clinic Bond”); and

WHEREAS, the City, as lessee, previously entered into a Lease with Option to Purchase Agreement with the Authority dated September 17, 2010 (the “Prime Lease”) whereby the City agreed to lease the Land from the Authority and to construct certain medical clinic improvements thereon; and

WHEREAS, a copy of the Prime Lease is attached hereto as Exhibit A; and

WHEREAS, the Prime Lease was memorialized with a Memorandum of Lease dated September 1, 2010, which was recorded on September 20, 2010 as Document No. 370686 with the Le Sueur County Recorder (the “Memorandum of Lease”); and

WHEREAS, a description of the leased premises for purposes of this Sublease is attached hereto as Exhibit B (the “Leased Premises”); and

WHEREAS, the City, as sublessor, previously entered into a Sublease dated September 17, 2010 with Immanuel St. Joseph’s-Mayo Health System, a Minnesota nonprofit corporation (“Mayo”), as sublessee, for the Leased Premises (the “Mayo Sublease”); and

WHEREAS, the initial term of the Mayo Sublease expires on or about August 31, 2018; and

WHEREAS, upon expiration of the Mayo Sublease, the City desires to sublease the Leased Premises to Minnesota Valley on the terms and subject to the conditions set forth herein and Minnesota Valley desires to sublet the Leased Premises on such terms and subject to such conditions; and

WHEREAS, the City and Minnesota Valley desire to enter into this Sublease of the Leased Premises including a non-exclusive easement and right to use public and common entrances, exits, walkways, sidewalks and driveways on the adjoining hospital campus leading to the Leased Premises, which is owned by the City and also leased to Minnesota Valley in order to memorialize their agreements with respect to the Leased Premises; and

WHEREAS, the City and Minnesota Valley desire that the rent payments under this Sublease be consistent with fair market value in an arm's length transaction.

AGREEMENTS

NOW, THEREFORE, in consideration of the rents, covenants and agreements contained herein, Sublessor and Sublessee agree as follows:

1. **NOTICE TO MAYO.** Promptly after the Effective Date, but no later than _____, 2016, Sublessor shall provide written notice to Mayo pursuant to Section 2 of the Mayo Sublease stating that, at Sublessor's election, the Mayo Sublease shall not automatically renew. The form of such termination notice shall be in substantially the form of the notice attached as Exhibit C.
2. **LEASE AND LEASED PREMISES.** Sublessor hereby demises, leases and rents unto Sublessee, and Sublessee hereby hires, accepts and rents from Sublessor, the Leased Premises commencing on the Commencement Date (defined below).
3. **TERM.** The term of this Sublease shall commence on the day after the Mayo Sublease expires or terminates (the "**Commencement Date**") and shall continue until the day the Clinic Bond is fully paid or defeased (the "**Expiration Date**") (the "**Sublease Term**").
4. **SUBLESSEE'S LEASEHOLD IMPROVEMENTS.** As of the Commencement Date, Sublessee is taking the Leased Premises "**AS IS**" and Sublessor shall not be obligated to do any additional work in the Leased Premises. Sublessee may, with the consent of Sublessor, which consent shall not be unreasonably denied or delayed, install reasonable fixtures, additional phone lines, and improvements necessary to use the Leased Premises as a medical clinic.
5. **RENTAL.**
 - a. Commencing on the Commencement Date, Sublessee shall pay to Sublessor as rent for the Leased Premises during the Sublease Term an annual rental of Sixteen and 05/100 Dollars (\$16.05) per square foot or One Hundred Ninety-five Thousand Two Hundred Forty Dollars (\$195,240.00).
 - b. The rental herein specified for the Sublease Term shall be payable by Sublessee in equal monthly installments of Sixteen Thousand Two Hundred Seventy Dollars (\$16,270.00) payable on or before the Commencement Date, and on the first day

of each successive month thereafter, in advance, during the Initial Sublease Term. The rental payable for partial calendar months at the beginning and end of the Sublease Term shall be equitably prorated.

- c. The parties agree the rental payments for the Sublease Term are consistent with fair market value in an arm's length transaction.

6. POSSESSION AND USE.

- a. On the Commencement Date, Sublessor shall deliver to Sublessee free use and sole and exclusive possession of the Leased Premises, subject to the right of the Authority to enter thereon at times and upon conditions contemplated in the Prime Lease or otherwise allowed by law and to the right of Sublessor to enter at times and upon conditions contemplated in this Sublease or otherwise allowed by law. Sublessor covenants and agrees that it shall not take any action, except upon occurrence of an event of default to prevent Sublessee from having quiet and peaceable possession of such Leased Premises during the term of the Sublease and shall, at the request and expense of Sublessee, cooperate with Sublessee to secure that possession. Sublessor, for itself, its successors and assigns, does hereby covenant with Sublessee, its successors and assigns, that Sublessor is lawfully seized of the Leased Premises; that it has the right to sublease the Leased Premises subject to the conditions set forth herein; and that it will warrant and defend Sublessee's possession against all lawful claims not specifically excepted in this Sublease.
- b. Sublessee agrees to accept possession of the Leased Premises on the Commencement Date in substantially the same condition as it exists on the Effective Date of this Sublease, except as otherwise provided in this Sublease. Sublessor, at its expense, agrees to place the Leased Premises in such condition as of the Commencement Date. Sublessee's right of possession of the Leased Premises shall continue as provided in this Sublease until the Sublease Term expires.
- c. Sublessor hereby grants a non-exclusive license to use the common areas of the adjacent and adjoining hospital campus, which is owned by the Sublessor and also leased to Minnesota Valley (the "**Adjacent Premises**"), including, but not limited to, parking areas, grounds, entry ways, lobby, sidewalks and other common areas within the Adjacent Premises for Sublessee's routine business purposes, subject to Minnesota Valley's right to conduct its business in an uninterrupted manner and provided that Sublessee shall abide by all reasonable requirements of Minnesota Valley necessary to maintain confidentiality of patient information on the Adjacent Premises. No merger of the lease and sublease arrangements, nor any easement rights, shall occur by virtue of Minnesota Valley leasing both properties.

- 7. COMPLIANCE WITH LAWS.** During the Sublease Term, Sublessee shall comply with any and all laws, rules, regulations, ordinances, and orders with respect to the use and operation of

the Leased Premises, the operation, maintenance, and repair thereof, and patient confidentiality, including without limitation applicable building codes, zoning ordinances, and environmental laws. Sublessee shall not perform any acts or carry on any practices which would damage the Leased Premises or result in a nuisance.

8. **USE OF PREMISES.** Sublessee may use the Leased Premises for the purpose of operating a medical clinic and for all purposes related or incidental to this purpose, and related parking, and for no other purposes without the prior written consent of Sublessor. Sublessee shall also not use the Leased Premises for any purpose that would violate any restrictive covenant to which Leased Premises are subject, including but not limited to all restrictive covenants applying to the Leased Premises set forth in the Prime Lease. Sublessee shall not perform any actions or carry on any practices which may injure the Leased Premises or be a nuisance or menace.

9. **UTILITIES AND TAXES.**

a. Sublessor shall be solely responsible for providing all utilities needed for operation of the Leased Premises including but not limited to heat, water, gas, electricity or any other utility service furnished to or consumed at the Leased Premises during the term of this Sublease; provided, however, that during the Sublease Term, all such utilities shall be separately invoiced to, and the sole obligation and responsibility of, the Sublessee. In addition, Sublessee shall be responsible for providing and paying for telephone and the management, handling and cost of its own waste disposal, including but not limited to general refuse and hazardous medical/biological waste of any kind according to Section 26 of this Sublease.

b. In addition, commencing with the Commencement Date, Sublessee shall reimburse Sublessor for one hundred percent (100%) of all Real Estate Taxes that may be levied on the Leased Premises. The term "**Real Estate Taxes**" shall include all real estate taxes, if any, that are levied upon or assessed against the Leased Premises and the reasonable costs of professional consultants and/or counsel to analyze tax bills and prosecute any protests, refunds, and appeals for the period covered during the term of this Sublease; provided however, Sublessee shall receive a refund in reduction of the Real Estate Taxes if Sublessor is successful in such protest or appeal. Sublessor shall provide to Sublessee a copy of the tax bill for the Real Estate Taxes for which Sublessor is billing with evidence of payment by Sublessor. Evidence of payment shall be a copy of Sublessor's canceled check or a copy of the receipt for payment.

10. **MAINTENANCE.** Sublessee agrees to keep and maintain the Leased Premises and the fixtures and equipment therein in properly functioning, safe, orderly and sanitary condition, reasonable wear and tear excepted. Sublessor shall make all necessary repairs to the outer walls, roof, and basic structural elements of the Leased Premises and adjacent parking areas, and shall keep the plumbing, sewage, heating, air conditioning, electrical and ventilating systems of the Leased Premises in good repair. Sublessee is responsible for all other routine maintenance of the Leased Premises. Any cost of repairs or improvements to the Leased

Premises that are occasioned by the negligence or default of Sublessee shall be paid for by Sublessee.

11. SURRENDER OF POSSESSION. At the expiration or termination of this Sublease, whether by lapse of time or otherwise, Sublessee shall surrender the Leased Premises including any alterations, additions, improvements, changes and fixtures (other than Sublessee's Trade and Medical Fixtures (as defined below)) in, at a minimum, substantially the same condition and repair as at the time of acceptance, subject to normal wear and tear, casualty damage, condemnation damage and damage caused by the negligence or willful misconduct of Lessor or its officials, employees, agents or contractors.

12. TRADE AND MEDICAL FIXTURES AND EQUIPMENT INSTALLED BY SUBLESSEE. Sublessee shall have the right to place or install in the Leased Premises such furniture, trade fixtures, equipment and additions of a nonpermanent nature as it shall deem desirable for the conduct of its business as a medical clinic (collectively, the "Trade and Medical Fixtures"). For purposes of this Sublease, the term "Trade and Medical Fixtures" shall specifically exclude, however, furnaces (except portable heaters or their equivalent), heating systems and equipment, air conditioning systems and equipment, insulation, ceiling, sprinkler systems and equipment, plumbing improvements, lighting and electrical improvements, gas improvements, and site improvements. Sublessee shall, at Sublessee's expense, maintain and keep in good repair and working order all Trade and Medical Fixtures installed under this Section 12. All Trade and Medical Fixtures permitted to be installed under this Section 12 shall remain the property of the Sublessee and shall be removed by Sublessee at the end of the expiration of the Sublease Term. Provided, however, all surfaces shall be restored/repared in removing any such items.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS.

- a. Sublessor's Representations and Warranties. Sublessor represents, warrants and covenants that prior to the Effective Date, it will have obtained all consents and approvals necessary to enter into this Sublease and to perform its obligations hereunder.
 - i. Sublessor has received consent from the Authority for this Sublease as required by Section 11.2 of the Prime Lease.
 - ii. Sublessor has provided an opinion of bond counsel to the City and the Authority as required by Section 11.2 of the Prime Lease.
 - iii. Sublessor has met all other requirements required in Section 11.2 of the Prime Lease, including obtaining bond holder consent to this Sublease.
 - iv. Sublessor represents that there is no Event of Default under the Prime Lease as such term is defined in Section 12.1 of the Prime Lease and Sublessor warrants that it will notify Sublessee of any Event of Default by any Party under the Prime Lease.

- b. Sublessee's Representations and Warranties. Sublessee represents, warrants and covenants that:
- i. Sublessee is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and has received a determination of such status from the Internal Revenue Service.
 - ii. At all times during the term of this Sublease, Sublessee shall maintain its status as a Minnesota nonprofit corporation and as a tax exempt organization under section 501(c)(3) of the Code.
 - iii. The operation of the medical clinic is and will be in furtherance of Sublessee's exempt purposes, and does not and will not constitute an unrelated trade or business. From and after the Commencement Date, and until this Sublease expires, Sublessee shall have full and sole responsibility for the maintenance of professional standards in the operation of the clinic and for the selection and supervision of the clinic employees and medical staff.
 - iv. Sublessee shall at all times operate the medical clinic through its employees and staff, and shall not enter into a management agreement or similar arrangement for operation of the clinic without Sublessor's prior written approval, which may be withheld at Sublessor's sole discretion, and as may be further limited by subsection v below.
 - v. Sublessee covenants that it shall make no use of the Leased Premises, including but not limited to entering into any agreement for the management of its use of the Leased Premises or any other similar agreement, the effect of which would cause the Bond (as defined in the Prime Lease) not to constitute a "qualified 501(c)(3) bond," within the meaning of Section 145 and related sections of the Code, and any service contract to be entered into with respect to the Leased Premises (unless entered into with another organization described in Section 501(c)(3) of the Code) shall constitute a "qualified management agreement" within the meaning of all pertinent provisions of law, including all relevant provisions of the Code and regulations, ruling and revenue procedures thereunder, including Revenue Procedure 97-13.
 - vi. Sublessee covenants that it shall make no use of the Leased Premises, or any portion thereof, as a skybox or other private luxury box, a facility primarily used for gambling, or a store the principal business of which is the sale of alcoholic beverages for consumption off premises.

14. **SUBORDINATION.** Sublessee agrees that this Sublease shall be subordinate to the Prime Lease, the Ground Lease between the Sublessor and the Authority, and any mortgages or trust deeds that may be placed upon said Leased Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof provided that the mortgagee or trustee thereunder shall agree to recognize Sublessee's

rights hereunder as long as Sublessee is not in default hereunder. Sublessee further agrees that upon notification by Sublessor to Sublessee this Sublease shall be or become subordinate to any mortgages or trust deeds that may heretofore or hereafter be placed on the Leased Premises, provided that no such mortgage or trust deed shall impair the validity and continuance of this Sublease and the rights of the Sublessee hereunder. Sublessee shall execute and deliver whatever reasonable instruments may be required for the above purposes within ten (10) days after notification of such requirement. To the extent there is a conflict between this provision and the terms of the Prime Lease relating to subordination, the terms of the Prime Lease shall control.

15. **NOTICES.** All notices or communications required or permitted to be given by either Party to the other under this Sublease shall be in writing to the following addresses:

To Sublessor: City of Le Sueur
203 South Second Street
Le Sueur, MN 56058-0176
Attn: City Administrator

To Sublessee: Minnesota Valley Health Center
500 South Maple Street
Waconia, MN 55387
Attn: President/CEO

or such other place as such Party may subsequently designate in writing.

Notice shall be deemed to have been received on the date of mailing if sent by registered or certified mail. For all other forms of transmission, notice shall be deemed received on the date of actual receipt.

16. **ACCESS TO PREMISES.** Upon prior notice to Sublessee, Sublessor shall have the right to enter upon the Leased Premises at any reasonable hour for the purpose of inspecting the same, and during the last year of the term of the Sublease or any renewal period thereof for the purpose of exhibiting the same to prospective sublessees, purchasers or others. Sublessor shall make every reasonable effort to minimize the disruption to Sublessee's business operations. Sublessor shall abide by all reasonable requirements of Sublessee necessary to maintain confidentiality of patient information on the Leased Premises.

17. **ASSIGNMENT AND SUBLETTING.**

a. Sublessee shall not assign this Sublease or sublet all or any portion of the Leased Premises without the prior written consent of Sublessor and the Authority, provided Sublessee shall have the right to assign its interest under the Sublease without the consent of Sublessor or the Authority to: i) any wholly-owned affiliate(s) of Sublessee; ii) to Sublessee's sole member, Ridgeview Medical Center; or iii) to a medical sub-tenant that is sub-leasing less than 500 square feet of space. Except as provided in the immediately preceding sentence, any attempted assignment or subletting without Sublessor's and the Authority's prior written consent is void. Under no circumstance shall a change of Sublessee

control be deemed an assignment or subletting. No assignment or subletting, including any assignment of Sublessee's interest in this Sublease to a wholly-owned affiliate(s) or its sole member shall release Sublessee from any of its obligations under this Sublease or be construed or taken as a waiver of any of Sublessor's rights or remedies hereunder.

- b. Sublessor shall not assign this Sublease nor sublet all or any portion of the Leased Premises without the prior written consent of Sublessee and, in accordance with the Prime Lease, the Authority.
- c. Neither this Sublease nor any interest therein nor any estate thereby created shall pass to any trustee or receiver in bankruptcy or any assignee for the benefit of creditors.

18. **QUIET POSSESSION.** Subject to the provisions of this Sublease, Sublessor agrees that Sublessee, upon paying the rentals herein provided and performing all of the covenants, terms and conditions herein agreed by it to be kept and performed, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the term of this Sublease; provided, however, that this Sublease shall automatically terminate upon termination of the Prime Lease and any extensions thereof.

19. **INSURANCE.** At all times during the term of this Sublease, Sublessee shall place and maintain (at Sublessee's cost) the insurance and coverage set forth in Article VI to the Prime Lease. Notwithstanding anything to the contrary stated herein, Sublessee shall have the right to self-insure for all of the insurance requirements of Sublessee, pursuant to this Section 19, provided such self-insurance program is reasonably acceptable to Sublessor and the Authority.

20. **WAIVER OF CLAIMS OF SUBROGATION.** Notwithstanding any other provision in this Sublease to the contrary, Sublessor and Sublessee hereby release one another from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by casualty insurance even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

21. **INDEMNIFICATION AND EXEMPTION.**

- a. Sublessee shall defend, with counsel approved by Sublessor (which approval will not be unreasonably withheld), indemnify and save Sublessor harmless from and against, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including, but not limited to, reasonable attorneys' fees, which may be imposed upon or incurred or paid by or asserted against Sublessor, the Leased Premises or any interest therein by reason of or in connection with any of the following occurring during the term of this Sublease: (i) any negligent or tortious act on the part of Sublessee or any of its agents, contractors, servants, employees, licensees or invitees; and (ii) any accident, injury, death or damage to any person or property occurring in the interior of the Leased Premises except to the extent caused by any failure of Sublessor to perform its obligations under this Sublease.

- b. Sublessor shall defend, with counsel approved by Sublessee (which approval will not be unreasonably withheld), indemnify and save Sublessee harmless from and against, all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including, but not limited to, reasonable attorneys' fees, which may be imposed upon, incurred, paid by or asserted against Sublessee by reason of or in connection with any of the following occurring during the term of this Sublease: (i) any grossly negligent or tortious act on the part of Sublessor or any of its agents, contractors, servants, employees, licensees or invitees; (ii) any accident, injury, death or damage to any person or property occurring in or on the Leased Premises to the extent -- and only to the extent -- caused by any failure of Sublessor to perform its obligations under this Sublease; and (iii) any accident, injury, death or damage to any person or property occurring on any property adjacent to the Leased Premises, including the exterior of the building, parking lot and sidewalks, except to the extent caused by the negligent or tortious act on the part of Sublessee or any of its agents, contractors, servants, employees, licensees or invitees.

22. REMEDIES. Upon the failure of Sublessee to pay rent at the times and in the manner hereinbefore provided or upon the failure of Sublessee to promptly perform any other covenant or agreement hereunder, or if the leasehold interest of the Sublessee shall be taken on execution or other process of law, or if the Sublessee shall petition to be or be declared bankrupt or insolvent according to the law, or if the Sublessee shall vacate the Leased Premises or abandon the same during the term of this Sublease, Sublessor may, at its option, terminate this Sublease and the terms hereof by giving Sublessee at least thirty (30) days' (ten (10) days in the case of rent payments) written notice of such termination, which notice shall specify the nature of the default. After the giving of such notice, if such default is not cured within said thirty (30) day period (ten (10) days in the case of rent payments), or if Sublessee is exercising due diligence to cure such default if such default cannot be reasonably cured within thirty (30) days (not applicable to rent) such period of time as may be reasonably required to cure the default, Sublessor may terminate this Sublease. If Sublessee is exercising due diligence to cure such default, Sublessor shall permit Sublessee a reasonable amount of time to cure such default.

23. DAMAGE BY FIRE OR OTHER CASUALTY. In the event that the Leased Premises or any part thereof shall be damaged by fire or other casualty, Section 6.6 of the Prime Lease shall apply to Sublessor. To the extent that Sublessee experiences a loss that is covered by insurance purchased by Sublessee, then such insurance shall be used solely to compensate Sublessee. In the event the Prime Lease is terminated under Section 6.6, then this Sublease shall be terminated as well.

24. ADDITIONS, CHANGES, ALTERATIONS AND DEMOLITION.

- a. Sublessee shall not construct improvements in or on the Leased Premises, demolish improvements within the Leased Premises or make additions to or structural changes or alterations in and upon any or all of such improvements upon the Leased Premises without the prior written consent of Sublessor and

the Authority, which consent shall not be unreasonably withheld. Any work performed during the term of this Sublease shall be performed in a good and workmanlike manner at the sole expense of Sublessee. Sublessee shall not permit, create, incur, impose, cause or suffer others to permit, create, incur or impose any lien or other obligation against the Leased Premises or the Sublessor by reason of any work upon the Leased Premises or otherwise, including any mortgage or similar lien, and Sublessee agrees to hold Sublessor harmless of and from any and all claims or demands by any contractor, subcontractor, materialman, laborer or any other third person relating to or arising because of any work thereon. Any improvements or additions made by Sublessee which become a part of the walls, floor or ceiling shall become a permanent part of the Leased Premises and shall not be considered Trade and Medical Fixtures.

- b. Sublessee may install signs upon the Leased Premises provided all signage complies with all applicable governmental laws, ordinances, codes and regulations. Any signs attached to the buildings located on the Leased Premises shall remain the sole property of Sublessee and may be removed by Sublessee at any time. Sublessee shall repair any damage occasioned by such removal.

25. EMINENT DOMAIN. If the Leased Premises covered by this Sublease are acquired in whole or in part by or in lieu of eminent domain for any public or quasi-public use or purpose, then Section 6.6 of the Prime Lease shall apply to Sublessor. To the extent that Sublessee is unable to conduct its operations, any rents otherwise due shall be proportionately abated for the period Sublessee cannot fully conduct its business of a medical clinic on the Leased Premises, or a suitable substitute. In the event the Prime Lease is terminated under Section 6.6, then this Sublease shall be terminated as well. Sublessor and Authority agree not to initiate any eminent domain actions or proceedings regarding the Leased Premises during the Sublease Term.

26. WASTE AND GOVERNMENTAL REGULATIONS.

- a. Sublessee shall not commit or suffer to be committed any waste upon the Leased Premises.
- b. Sublessee shall, at Sublessee's sole cost and expense, promptly comply with all laws, ordinances and regulations now in force or which may hereafter be in force pertaining to the Leased Premises or the use thereof by Sublessee.
- c. Sublessee specifically agrees that it shall, during the term of this Sublease, abide by Section 6.5 of the Prime Lease relating to Hazardous Substances.

27. OPTION TO PURCHASE LEASED PREMISES. In consideration of Sublessee paying Sublessor the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) within ten (10) days after the Effective Date of this Sublease, Sublessee shall have the option to purchase the Leased Premises at any time after October 1, 2019, subject to the following conditions:

- a. Sublessee shall give written notice to Sublessor of its intention to exercise its option to purchase the Leased Premises at least three (3) months prior to the

date on which Sublessee wishes to exercise that option. Within a reasonable time after such notice, Sublessor shall furnish Sublessee with an Abstract of Title certified to date or Registered Property Report to include proper searches covering levied and pending assessments, bankruptcies, and State and federal judgments and liens. Sublessee shall be allowed twenty (20) days after receipt thereof for examination of said title and the making of any objections thereto, said objections to be made in writing within said period or deemed to be waived. Notwithstanding anything in the immediately preceding sentence to the contrary, any liens described in subsection d below shall be deemed automatically objected to and shall be removed at Lessor's expense before or at closing.

- b. On or before the closing date Sublessee shall pay to Sublessor an amount equal to the Purchase Option Price, as defined in Section 1.1 of the Prime Lease.
- c. The closing shall be held at the principal office of Sublessor or any other office mutually agreed upon; and Sublessor shall upon receipt of the sum set forth in subsection b above, convey to the Sublessee title to the Leased Premises, subject to:
 - i. those liens and encumbrances, if any, created by the Sublessee;
 - ii. those liens and encumbrances, if any, resulting from the failure of the Sublessee to perform or observe any of its agreements in this Sublease; and
 - iii. the rights and title of any condemning authority (other than the City or the Authority) arising from the exercise of the power of eminent domain.

- d. Sublessor shall convey title to the Leased Premises by a limited warranty deed subject only to the encumbrances set forth in subsection c above, and shall also give such bill of sale, with similar covenants, as may be reasonably required for the conveyance of title to any portion of the Leased Premises constituting personal property, which deed and bill of sale shall be delivered upon payment to Sublessor of the sums specified above. Sublessor shall be obligated at its own expense to remove any liens against the property which it created during the Sublease Term, except those liens set forth in subsection c above, and provide Sublessee, at Sublessee's expense, with termination statements and releases of Sublessor's and Authority's security interests in the Leased Premises. Without limiting the general nature of the immediately preceding sentence, Sublessor shall take such action before or at closing as is required to: i) fully pay or defease the Clinic Bond; ii) to terminate the Prime Lease; and iii) to release the Leased Premises from each lien or encumbrance, as applicable, associated with the Ground Lease, the Ground Lease Assignment, the Prime Lease, and any recorded memorandums associated with the aforementioned documents. To the extent any obligation of the City in this Section 27 is within the Authority's control, the Authority shall take such action.
- e. Sublessee shall take title to the Leased Premises subject to all applicable laws or ordinances, rules or regulations of governmental authority.
- f. Sublessee shall pay all costs and expenses of the preparation of the deed and bill of sale and the delivery thereof and all taxes and charges payable in connection with such conveyances of title.
- g. Notwithstanding anything in this Sublease to the contrary, Sublessee may assign all of its rights and obligations regarding its option to purchase the Leased Premises to its sole member, Ridgeview Medical Center, without Sublessor's or the Authority's consent. Sublessee shall promptly provide Sublessor with notice of any such assignment.
- h. In anticipation of Sublessee providing notice to Sublessor pursuant to subsection a above, Sublessee may at any time request Sublessor to provide a written summary of hazardous substances and hazardous wastes associated with the Leased Premises in a form reasonably requested by Sublessee. Sublessor's responses shall be limited to Sublessor's actual knowledge and Sublessor shall have no duty to independently investigate the Leased Premises. Sublessor further agrees to cooperate with any environmental evaluation of the Leased Premises performed at the Sublessee's request including, but not limited to, cooperating with the preparation of Phase I and Phase II environmental studies.

28. GENERAL PROVISIONS.

- a. The recitals at the beginning of this Sublease are incorporated by reference as terms of this Sublease.

- b. Nothing contained herein shall be deemed or construed by the Parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that neither the payment of rent nor any other provision contained herein nor any acts of the Parties hereto shall be deemed to create any relationship between the Parties hereto other than the relationship of Sublessor and Sublessee.
- c. No delay or omission in exercising a right or power by either Party shall impair any such right or power or shall be construed as a waiver of a subsequent breach of such right or power.
- d. Sublessee shall give prompt notice to Sublessor in case of fire or other type of casualty regarding the Leased Premises that would result in the invocation of Section 23 of this Sublease.
- e. Sublessee shall not, without the prior written consent of Sublessor, record this Sublease. At Sublessee's request, Sublessor and the Authority shall execute and record against the Leased Premises a memorandum of sublease memorializing this Sublease and Sublessee's option to purchase the Leased Premises.
- f. At any time and from time to time, Sublessor agrees upon request in writing from Sublessee to execute, acknowledge and deliver to Sublessee a statement in writing certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which minimum rent, and other charges have been paid and the dates to which full compliance with all other terms and conditions of the Sublease has been made by Sublessee.
- g. This Sublease and any dispute arising from or related to this Sublease shall be governed by the laws of the State of Minnesota.
- h. This Sublease and attached exhibits constitute the entire agreement between the Parties and shall supersede all previous communications and commitments, whether written or verbal, between the Parties regarding the subject matter of this Sublease. No agreement or understanding changing, modifying or extending this Sublease shall be binding on either party unless in a writing signed by both Parties' authorized representatives. The Parties agree that to the extent any amendments are required by a lender that the Parties will use their best efforts to amend this Sublease consistent with the reasonable requests of said lender.
- i. Time is of the essence of this Sublease and the performance of all obligations hereunder.

IN WITNESS WHEREOF, Sublessor and Sublessee have signed this sublease as of the Effective Date.

SUBLESSOR

SUBLESSEE

CITY OF LE SUEUR, MINNESOTA

MINNESOTA VALLEY HEALTH CENTER, INC.

By: _____
Mayor

By: _____

By: _____
City Clerk

Name: _____

Its: _____

CONSENT AND AGREEMENT OF AUTHORITY

The Economic Development Authority of the City of Le Sueur, Minnesota, executes this Sublease for the purpose of documenting its consent under the Prime Lease to this Sublease. The Authority further represents that it has obtained the consent of the holders of the Clinic Bond (as defined in the Sublease) to this Sublease. Further, the Authority agrees to be bound by the provisions set forth in Section 17 (regarding assignment and subletting), Section 25 (regarding eminent domain), Section 27 (regarding Sublessee’s option to purchase the Leased Premises), and Section 28 e (regarding a memorandum of sublease).

ECONOMIC DEVELOPMENT AUTHORITY OF
THE CITY OF LE SUEUR, LE SUEUR COUNTY,
MINNESOTA

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT A
PRIME LEASE

EXHIBIT B
LEASED PREMISES

The approximately 12,164 square foot medical clinic located on the Land legally described in the Prime Lease.

EXHIBIT C
FORM OF TERMINATION LETTER FOR MAYO SUBLEASE

[City of Le Sueur letterhead]

VIA CERTIFIED MAIL

Receipt No.:

Immanuel St. Joseph's - Mayo Health System
Attn: Jerome Crest
1025 Marsh Street
Mankato, MN 56002

VIA CERTIFIED MAIL

Receipt No.:

Mayo Clinic Legal Department
200 First Street SW
Rochester, MN 55905

To Whom It May Concern:

The City of Le Sueur, Minnesota, ("Sublessor") and Immanuel St. Joseph's - Mayo Health System ("Sublessee") are parties to a certain Sublease dated September 17, 2010 regarding a medical clinic facility located in the City of Le Sueur, Minnesota. Pursuant to Section 2 of the Sublease, "Term," the Sublessor hereby gives Sublessee notice that the Sublease will not be renewed at the end of its current term, which the Sublessor's records indicate expires on August 30, 2018. As such, no automatic renewal of the lease term shall occur and Sublessor shall vacate the Leased Premises (as defined in the Sublease) prior to the expiration of the current term in conformance with the terms of the Sublease.

Very truly yours,

c: CEO, Minnesota Valley Health Center



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Jenelle Teppen, City Administrator

SUBJECT: Approve Joint Powers Agreement with the City of Saint Peter for Public Transit Services

DATE: For the City Council Meeting of Monday, October 10, 2016

PURPOSE/ACTION REQUESTED

Approve the attached Joint Powers Agreement with the City of Saint Peter for public transit services.

SUMMARY

In January of 2014 the cities of Saint Peter and Le Sueur began discussions to provide joint transit service with hopes that this new service would also include rural service into Nicollet, Le Sueur and Blue Earth counties. As you know, the rural aspect of this service has been taken on by the counties with intent to provide the service themselves.

Staff from the cities of Le Sueur and Saint Peter continued to discuss providing service to our respective residents while complying with MN/DOT expectations. It has been a goal of MN/DOT to reduce the number of grants awarded by consolidating existing services. This consolidation also has the benefit of providing the new services and efficiencies in management realized from the ability to specialize into specific areas.

Staff and elected officials from both cities have (appointed as Steering Committee members) have met twice to discuss the draft Joint Powers agreement and other operational and administrative matters.

Attached is that Joint Powers Agreement that establishes the Joint Powers Board for Minnesota River Valley Transit.

In the next several weeks inter-agency agreement will be drafted to reflect the fact that Saint Peter will be assuming the responsibility of the employees of the transit operation (payroll, benefits, etc) and Le Sueur will assume the fiscal agent responsibilities (paying bills, audit, etc).

RECOMMENDATION

Staff recommends the Council approve the attached Joint Powers Agreement and appoint two Board Members and one Alternate, each serving one year terms (through 12/31/17). The first meeting of the Joint Powers Board is scheduled for Wednesday, October 12.

SAINT PETER-LE SUEUR TRANSIT JOINT POWERS AGREEMENT

This joint powers agreement for public transit services is made and entered into this ____ day of _____ 2016, by and between the City of Saint Peter ("SAINT PETER") and the City of Le Sueur ("LE SUEUR") (collectively, the "Parties"),

WITNESSETH:

WHEREAS, local units of government are empowered under Minnesota Statutes Section 471.59 jointly and cooperatively to exercise any power common to the contracting parties or any similar powers; and

WHEREAS, the Parties currently provide public transportation services within their jurisdictions and other areas allowed by their operating agreements with the Minnesota Department of Transportation; and

WHEREAS, the Parties desire to provide for an agreement between and among them establishing a Transit Joint Powers Board (hereinafter referred to as "Joint Powers Board") to succeed LE SUEUR and SAINT PETER's, current public transit operations and for purposes of providing a coordinated service delivery and funding source for public transportation throughout the city of Le Sueur and the city of Saint Peter (the "Service Area"); and

WHEREAS, it is the resolution of duly elected bodies of the Parties that it is in the best interests of the people of each to enter into such an agreement in order to obtain funding and provide centralized planning and implementation of needed transit services;

WHEREAS, it is understood by the parties that the Joint Powers Board shall take over responsibility for transit operations after the end of business on December 31, 2016.

NOW THEREFORE, the undersigned parties jointly agree as follows:

1. Joinder of Local Units of Government. The undersigned local units of government hereby join together for the purposes of coordinating service delivery and providing a funding source for public transportation in and among said area through the Joint Powers Board.

2. Funding Sources. It is intended and anticipated that funding for activities and programs administered under this Joint Powers Agreement shall come primarily from grant monies. The financial commitment of each member local unit of government is limited to the Joint Powers Board's operating and capital costs obligation to the Minnesota Department of Transportation (MnDOT) as determined annually by MnDOT, which responsibility shall be borne by the Parties in equal amounts.

If future additional funding is required of the member local units of government, this funding will be considered and accomplished by separate resolution.

3. Board Makeup. The Joint Powers Board shall consist of two member representatives from the City Council of each Party. Each local unit of government represented on the Joint Powers Board may appoint an alternate member, who may act in the place and stead of an absent Joint Powers Board member from that local unit of government including the exercise of all voting rights of that member.

4. Exercise of Powers. The powers of the Joint Powers Board shall be exercised by the members appointed to the Joint Powers Board by each member's local unit of government.

4. Meetings. The Joint Powers Board shall meet at least biannually on a schedule determined by the Board in compliance with all applicable requirements of Minnesota Statutes, Chapter 13D. Notice of meetings to Board members will take place no less than seven days prior to the meeting by phone, mail, or email.

5. Terms of Members. The terms of the Joint Powers Board members shall be for up to one year, whose terms shall run through December 31 of the year of their appointment. The members serve at the pleasure of their respective governing body. At the end of their terms, the individual Joint Powers Board members may be reappointed by their respective governing body.

6. Joint Powers Board Voting. Each Joint Powers Board member shall have one vote. Voting by proxy shall not be allowed, except that an alternate member may vote as provided in item 3, above. Except as specifically provided to the contrary in this Agreement, a quorum shall consist of a simple majority of board members (or their alternates), and at least one voting member (or alternate) from LE SUEUR and at least one voting member (or alternate) from SAINT PETER.

7. Officers. Officers of the Joint Powers Board shall be a chair, vice-chair, and treasurer, to be elected at its first meeting, whose terms shall run through December 31 of the year following their initial election. Terms thereafter shall be for one year. This provision shall not prohibit an officer's re-election. Officers shall be chosen from among the voting Joint Powers Board members.

8. Finances. The Joint Powers Board shall prepare an annual budget presented to each member unit of government for review and comment no later than July 31 of each year. The Joint Powers Board shall consider any such comments received by a member unit of government in good faith, however the Joint Powers Board shall have exclusive and final decision making authority with respect to its budget.

9. Records and Reporting. The Joint Powers Board shall receive a regular financial report of all expenditures, receipts, and current fund balances from the Operations Committee. The Joint Powers Board shall cause to be made an annual audit of its books and accounts and shall make and file a report to its members including:

- a) financial condition;
- b) status of projects;
- c) business transacted; and
- d) other matters which affect the interests of the Joint Powers Board.

The books and records of the Joint Powers Board shall be open to inspection by members at all reasonable times, and by the public pursuant to Minnesota Statutes, Chapter 13.

10. Powers. The Joint Powers Board is authorized and empowered to expend funds for the purpose of establishing, funding, coordinating, administering, and operating a Public Transportation Service, including but not limited to providing the transit services listed on Exhibit

A attached hereto, and for any other activities necessary for an efficient Public Transportation Service.

11. Use of Earnings. No part of any net earnings of the Joint Powers Board or any transit programs established, funded, coordinated, administered or operated, thereunder shall be distributed to, or otherwise benefit its members, directors, officers or other private person, except that the Joint Powers Board shall be authorized and empowered to pay reasonable compensation for services rendered.

12. Contracting. The Joint Powers Board may enter into interagency agreements or otherwise provide for the establishment, funding, coordination, administration, financial reporting, human resource management and operation of Public Transportation Services, except that the Joint Powers Board has no authority to bind any individual member unit of government to the expenditure of funds.

13. Property. The Joint Powers Board may acquire and hold, lease, and convey personal property necessary for the administration, operation, and coordination of a Public Transit System. At such time as the Joint Powers Board is dissolved, the disposition, disbursement, and/or transfer of any capital equipment, personal property or other assets otherwise acquired or held by the Joint Powers Board will follow Federal requirements binding public transit entities. All prior owned transit property, as more specifically detailed on the attached Exhibit B, will be transferred to the Joint Powers Board, upon the effective date of this Agreement.

14. Bylaws and Operating Procedures. The Joint Powers Board may adopt such operating procedures as are necessary for its effective operation, and shall have bylaws which shall govern the operation of the Joint Powers Board and which shall initially be adopted by a majority vote of all voting members. Thereafter, the bylaws and operating procedures may be amended by a majority vote of members (or alternates) at a regular meeting or a special meeting called by the Chair on at least seven days' notice to Joint Powers Board members.

15. Transit System Operations Board.

A. Membership: The Joint Powers Board shall hereby establish a three (3) member Transit System Operations Board (hereinafter referred to as "Operations Board") consisting of the City Administrator or equivalent of Saint Peter, the City Administrator or equivalent of Le Sueur and the Finance Director or equivalent of the City of Saint Peter.

B. Powers and Duties: The Operations Board shall:

1) Supervise and oversee the development of an annual transit services plan.

2) Contract or employ the services of a transit system operations supervisor(s), dispatchers, and drivers and other positions as it shall from time to time deem necessary.

3) Control and monitor the fiscal duties of the transit system including monitoring the internal controls for the safeguarding of assets, collected fares, grant moneys, tokens, and other various revenue sources and verifying the legitimacy of bills, purchase orders, and other forms of debt incurred by the transit system, and provide monthly reports of the same to the Joint Powers Board.

- 4) Recommend adoption and promulgation of such rules and regulations for the operation of the transit system to the Joint Powers Board.
- 5) Monitor and evaluate the effectiveness of the transit services.
- 6) Monitor the program expenses and adherence to the approved budget.
- 7) Evaluate the effectiveness of the procedures for the collection of fares, contracts, and other revenue sources.
- 8) Make recommendations for revenue enhancement options including advertising on the exterior and interior of the busses.
- 9) Recommend marketing plans to improve ridership.
- 10) Provide direction in the development of transit contracts for supplies, materials, equipment, facilities, and labor subject to such bidding as may be required by law.
- 11) From time to time utilize focus groups and citizen input committees to review and evaluate service, service changes and promotion of transit in the communities.

17. Insurance

- A. The Joint Powers Board will maintain liability coverage with a minimum limit equal to or greater than the maximum liability of municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended.
- B. Each member, and each member's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from Joint Powers Board activities or operations.
- C. The Joint Powers Board may in its discretion procure coverage for auto liability and damage to or loss of property. If the Joint Powers Board at any time hires employees, it will immediately acquire and maintain workers compensation coverage.

18. Indemnification.

- A. The Joint Powers Board is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.
- B. The Joint Powers Board shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out the acts or omissions of the Joint Powers Board in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, Section 466.04.
- C. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for

which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

D. To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provide further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.

E. Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

19. Effective date; termination. This agreement shall become effective on execution by all parties hereto, and shall continue in force until a party hereto gives the other contracting parties 12 months' written notice of its termination, delivered to the City Administrator(s) of LE SUEUR and SAINT PETER. The termination will be effective on January 1st of the next calendar year.

20. General Terms.

A. Voluntary and Knowing Action: The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

B. Authorized Signatories: The parties each represent and warrant to the others that:

(1) the persons signing this Agreement are authorized signatories for the entities represented, and

(2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the others harmless against any breach of the foregoing representation and warranty.

C. Notices: The Members representatives for notification for all purposes are:

LE SUEUR:

SAINT PETER

D. Assignment: This Agreement may not be assigned by a Party without the written consent of the other.

E. Modifications/Amendment: Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of all of the Parties hereto. The Joint Powers Board or any Party may propose amendments to this Agreement. Such amendments shall be in the form of a resolution adopted by the Joint Powers Board or a resolution adopted by the governing body of a Party, as applicable, depending on which entity is proposing the amendment. The Party seeking to amend shall present the proposed amendment to the other Party and to the Joint Powers Board, as applicable. The Joint Powers Board shall issue a report on all proposed amendments, including those initiated by the Joint Powers Board, explaining the amendment and process for amendment consideration and adoption. The Joint Powers Board shall include in its report a proposed resolution reflecting its recommendation regarding the proposed amendment. The Joint Powers Board shall act to approve, modify or deny, by a majority vote, the proposed amendment within ninety (90) days after the Joint Powers Board issues its report concerning the proposed amendment. Any amendment affecting the rights of a Joint Powers member requires a supermajority vote.

F. Records—Availability and Retention: Pursuant to Minn. Stat. §16C.05, subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the NAFRS and involve transactions relating to this Agreement.

G. Data Practices: The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*

H. No Waiver: Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

I. Entire Agreement: These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.

J. Savings Clause: If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provision hereof.

K. Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this agreement is signed by the respective chairpersons of the units of

government, all pursuant to approval for the agreement and the signing of the same duly given by each of their respective Council duly made, seconded and carried, all effective on the day and year first hereinbefore written.

CITY OF SAINT PETER

CITY OF LE SUEUR

Charles Zieman
Mayor

Robert Broeder
Mayor

ATTEST:

Todd Prafke
City Administrator

Jenelle Teppen
City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Charles Zieman and Todd Prafke, the Mayor and City Administrator of the City of Saint Peter, Minnesota.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF LE SUEUR)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ and Jennelle Teppen, the Mayor and City Administrator of the City of Le Sueur.

Notary Public

CITY OF LE SUEUR, MINNESOTA

RESOLUTION NO. 2016 -

**STATE OF MINNESOTA)
COUNTY OF LE SUEUR)
CITY OF LE SUEUR)**

**RESOLUTION ENTERING INTO A JOINT POWERS AGREEMENT WITH THE CITY OF
SAINT PETER FOR THE PROVISION OF PUBLIC TRANSIT SERVICES**

WHEREAS, the Le Sueur City Council has provides public transit; and

WHEREAS, the City Council and staff have entered into discussions with the City of Saint Peter about ways to meet goals related to quality service, quantity and efficiency of service, and cost effectiveness while continuing to meet reporting standards for the State and Federal governments; and

WHEREAS, the Council established a Steering Committee that has reviewed a Joint Powers Agreement and has recommended that agreement to the City Council; and

WHEREAS, the agreement contemplates members from the Council serving on the governing board; and

WHEREAS, the agreement contemplates interagency agreements for the provision of human resources and employee services from the City of Saint Peter and financial services from the City of Le Sueur; and

WHEREAS, it is hoped that the Joint Powers Board will be able to take over operational control of the Le Sueur transit system in January of 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LE SUEUR, LE SUEUR COUNTY, MINNESOTA, THAT:

1. The City Council directs the Mayor and City Administrator to enter into a Joint Powers Agreement for the provision of transit services with the City of Saint Peter.
2. Councilmembers Huntington and Wilke are hereby appointed to represent the City on the governing board with Councilmember Rohloff appointed as an alternate.

Adopted by the City Council of the City of Le Sueur, Le Sueur County, Minnesota, this 10th day of October, 2016.

Robert Broeder
Mayor

ATTEST:

Jenelle Teppen
City Administrator



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Jenelle Teppen, City Administrator

SUBJECT: Approve Extension to Supreme Outdoor Advertising Lease Agreement

DATE: For the City Council Meeting of Monday, October 10, 2016

PURPOSE/ACTION REQUESTED

Approve an extension to the Supreme Outdoor Advertising Lease Agreement.

SUMMARY

The City has a current lease agreement with Supreme Outdoor Advertising for two billboard locations alongside Highway 169 that has a term of 20 years commencing January 1, 2002 through December 31, 2021. The Lessee has at least sixty months prior to the termination of the lease to request an extension.

Supreme Outdoor Advertising has requested a ten year extension with a lease rate of \$4,800 annually for the first five years, and \$5,300 annually for the second five years.

Attached is the extension agreement and the original lease agreement.

RECOMMENDATION

Staff recommends the Council approve the extension of the lease agreement.

EXTENSION AGREEMENT

This serves as an extension of a lease dated March 25, 2002 by and between
The City of LeSueur and Lincoln Outdoor Advertising, Inc. (lease is attached)

The lease will be extended an additional 10 years.

The following will be changed: 1st 5 years of extension lease rate \$4800⁰⁰
2nd 5 years of extension \$5300⁰⁰

All other terms and conditions will remain the same.

Accepted by:

Daniel Epstein
For Lincoln Outdoor Advertising, Inc.

_____ For

10-6-16
Date

_____ Date

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 25th day of March, 2002, by and between the City of Le Sueur, Minnesota, a Minnesota municipal corporation, hereinafter referred to as "Lessor" and Supreme Outdoor Advertising, Inc., a Minnesota corporation, hereinafter referred to as "Lessee".

WITNESSETH;

WHEREAS, Lessor does hereby lease to Lessee and Lessee does hereby hire from Lessor, the premises located in the City of Le Sueur, County of Le Sueur and State of Minnesota and described as follows:

Two (2) - 1200 square foot tracts of land located approximately 600 feet apart in the South One-half of the Northeast Quarter, Section 26, Township 112 North, Range 26 West, Sibley County, Minnesota lying adjacent to Minnesota Trunk Highway No. 169, the exact location to be agreed upon between Lessor and Lessee together with non-exclusive access thereto. ("Demised Premises")

Said premises to be used by Lessee for the construction, location, repair and maintenance of advertising signs, one sign to be constructed on each tract above described together with its appurtenances and for no other purposes unless mutually agreed upon in writing between Lessor and Lessee. A total of two (2) signs are permitted by this Lease.

1. The term of this lease shall be for 20 years commencing January 1, 2002, and ending December 31, 2021, unless terminated at a sooner time as hereinafter set ~~forth or unless said term is extended hereunder and provided further that Lessee may~~ extend the term of this Lease after its initial term on a year to year tenancy by providing Lessor with its intention to extend this Lease sent by certified mail, return receipt requested to Lessor's last known address at least six months prior to the termination of

the initial term of this Lease and at least sixty months prior to the termination of each annual extension thereafter. In the event that Lessee wishes to extend the term of this Lease and sends written notice by certified mail to Lessor, the parties shall thereafter meet and confer with reference to the terms of such extension. No such extension shall occur unless the parties mutually agree as to such terms.

2. Lessee shall pay to Lessor as rent, the sum of \$3,000.00 per year commencing January 1, 2002 and continuing thereafter on the 1st day of January of each and every year, through December 31st, 2006. Commencing January 1, 2007 rent shall increase to \$3,500.00 per year and shall be paid on the 1st day of January of each and every year until December 31, 2011. Commencing January 1, 2012, such rent shall increase to \$4,000.00 per year payable on the 1st day of January of each and every year until December 31, 2016. Commencing January 1, 2017 and continuing throughout the remaining term of this lease, rent shall increase to \$4,750.00 per year.

In the event that Lessee fails to make payments of rent on or before the 10th day after such payment is due, Lessee shall pay a late fee equal to 5% of the amount of such late payment.

3. Lessee shall be responsible for and shall secure promptly all necessary governmental approvals at Lessee's expense for the construction, location, reconstruction, maintenance and repair of any sign placed on the Demised Premises.

4. Lessee shall be responsible for the payment of any real estate taxes or special assessments that are levied on the Demised Premises as a result of placing signs on such premises and using such premises for private commercial purposes and shall hold Lessor harmless therefrom.

5. Lessee shall throughout the term of this Lease, at its own expense and without any expense to Lessor, keep and maintain the Demised Premises in good sanitary and neat order, condition and repair.

6. Lessee shall fully and promptly pay for its own electrical expenses and any other utilities that it incurs on the Demised Premises.

7. Lessor shall not at any time or to any extent whatsoever be liable, responsible or in any way accountable for any injury to or death of persons or loss, destruction or damage to property including property and employees of Lessee occurring in, on or about the Demised Premises or wherever occurring resulting from any use of or activities on the Demised Premises which such injury, death, loss, destruction or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or any visitor or user of any portion of the Demised Premises or shall result from or be caused by any other matter or thing, whether the same kind as or of a different kind than the matters or things above set forth and Lessee shall forever indemnify Lessor against any and all claims, liability, loss, damage, actions or causes of action whatsoever on account of any such injury, death, loss, destruction or damage and any related expense including reasonable attorney's fees and costs. Such indemnification by Lessee to Lessor shall also include any loss that Lessor may incur as a result of Lessee's failure to make any payments as herein required of Lessee during the term of this Lease of which Lessor is required to pay on Lessee's behalf. Lessee shall provide Lessor with a Certificate of Insurance setting forth general liability limits in the amount of \$1,000,000.00 or such greater amount as

set forth in M.S.A. 466.04 which sets forth limits of liability for municipalities with reference to tort claims.

8. Lessee has examined the Demised Premises and accepts it in its present condition. At the end of the term of this Lease and any and all extensions thereof, if any, Lessee shall quit and surrender the Demised Premises in as good a condition as the reasonable use thereof will permit. Unless otherwise agreed between Lessee and Lessor, Lessee shall remove all structures and improvements from the Demised Premises at the termination of this Lease and any extensions thereof and restore the premises, all at Lessee's expense to its previous condition before altering, constructing, repairing or maintaining any improvements on the Demised Premises. Lessee shall not allow mechanic's liens or other liens to attach to said premises and shall pay all costs for improvements made on such premises in a timely manner. Any sign structure that is removed shall remain the property of the Lessee.

9. Lessee shall not sell, assign or sublet all or any portion of the Demised Premises to a third party without the express written consent of Lessor. In the event that such consent is given by Lessor to any assignment, subletting, or transfer, such consent shall not be considered to be a waiver of this paragraph with reference to subsequent assignments, sublettings or transfers of all or any portion of the Demised Premises to any other third party. Such consent shall not be unreasonably withheld by Lessor.

10. If the whole or any part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then and

in that event any award for condemnation shall be paid to Lessor and Lessee as their interests may appear.

11. The following shall be events of default on the part of Lessee under the terms of this Lease:

- (a) Failure to pay rent or additional rent when due.
- (b) Failure to comply with any law, regulation, policy or order of any lawful governmental authority.
- (c) Failure to comply with any Lease provision contained herein.
- (d) Vacating or abandoning the premises prior to the termination of this Lease.

In the event of default, Lessor shall give notice of default to Lessee specifying the nature of the default. Lessee shall have fifteen (15) days from the date of notice to cure a default in rent payment. Lessee shall be entitled to thirty (30) days from the date of notice to cure all defaults or if such default is not capable of being cured in said thirty (30) day period, such longer period as may be necessary to effect a cure so long as Lessee is diligently working to cure and commences to cure such defaults within said thirty (30) day period. If Lessee fails to cure the defaults within the specified time, Lessor shall terminate this Lease and remove Lessee by summary proceedings or otherwise.

12. If Lessee determines that the view of any sign placed on the Demised Premises is being obstructed to road traffic, Lessee may advise Lessor in writing, sent by certified mail, return receipt requested, that such obstruction is occurring and Lessor shall allow Lessee to remove such obstruction, if such removal is reasonable.

13. Time is of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

14. Waiver by Lessor of or the failure of Lessor to take action with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

IN WITNESS WHEREOF the parties have executed this Lease the day and year first above written.

CITY OF LE SUEUR

By: *Robert A. Oberly*
Its Mayor

By: *James Swenson*
Its City Clerk

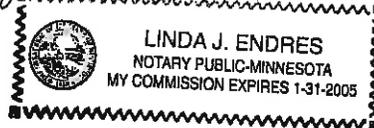
SUPREME OUTDOOR ADVERTISING, INC.

By: *Daniel J. Eschian*
Its *General Manager*

STATE OF MINNESOTA)
(SS.
COUNTY OF LE SUEUR)

On this 25th day of March, 2002, before me, a Notary Public within and for said County and State, personally appeared Robert A. Oberle and Laurie Swenson, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the municipal corporation named in the foregoing instrument and that said instrument was signed and sealed in behalf of said corporation by authority of its Common Council and said Robert A. Oberle and Laurie Swenson acknowledged said instrument to be the free act and deed of said municipal corporation.

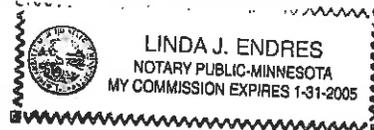
Linda J. Endres



STATE OF MINNESOTA)
(SS.
COUNTY OF LE SUEUR)

On this 25th day of March, 2002, before me, a Notary Public within and for said County and State, personally appeared Daniel J. Eischens to me personally known, who, by me duly sworn did say that he is the General Manager of the corporation named in the foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Daniel J. Eischens acknowledged said instrument to be the free act and deed of said corporation.

Linda J. Endres





CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council
FROM: Jasper Kruggel, Public Services Director
SUBJECT: Consider Approval of Ford F350 Vehicle Purchase
DATE: For the City Council Meeting of Monday, October 10, 2016

PURPOSE/ACTION REQUESTED

Consider approving the purchase of a 2017 Ford F350 for the Water/Wastewater Division.

SUMMARY

At the June 13, 2016 City Council meeting, Council approved (7-0) the purchase of a 2016 Ford F350, at a purchase price of \$29,921.40. Due to staff turnover, that vehicle was never ordered, and Wolf Motors has made the City aware that 2016 model year vehicles can no longer be purchased.

Two quotes have been secured from Wolf Motors of Le Sueur and the state bid contract dealer, Midway Motors of Saint Paul.

Dealer	Vehicle	Quote
Wolf Motors	2017 Ford F350	\$ 30,950.88
Midway Motors	2017 Ford F350	\$ 30,540.00

The state bid dealer has provided a quote \$410.88 less than Wolf Motors. Staff is requesting direction from City Council as to the dealer to purchase the 2017 Ford F350.

As a note, this is a planned expense and is being brought back to City Council due to the change in quote prices compared to the approved expenditure value. The 2017 Ford F350 will replace the 1993 Ford pickup truck with a dump box currently at the Water/Wastewater Division. The 1993 Ford pickup will be passed along to the Parks Department.

RECOMMENDATION

Staff recommends purchasing the 2017 Ford F350 to replace the 1993 Ford pickup with direction from City Council on the two quotes.

2017 F-SER.

Order No: 1000 Priority: L3 Ord FI
 Ord PEP: 640A Cust/Flt Name: LESUEUR

RETAIL DLR INV

F3H F350 4X4 CHAS/C \$38090 \$35995.00
 169" WHEELBASE

N1 BLUE JEANS MET
 1 CLTH 40/20/40 100 92.00

S MEDIUM EARTH GR
 640A PREF EQUIP PKG
 .XL TRIM

572 .AIR CONDITIONER NC NC

996 6.2L EFI V8 ENG NC NC

44P 6-SPD AUTOMATIC NC NC

TBM LT245 BSW AT 17 165 152.00

X4L 4.30 LTD SLIP 350 323.00

90L PWR EQUIP GROUP 915 841.00

TELE TT MIR-PWR

17F XL DECOR PKG NC NC

18B PLAT RUNNING BD \$320 \$295.00

14000# GVWR PKG

213 ELECTRONIC SOF 185 171.00

41H ENG BLK HEATER NC NC

425 50 STATE EMISS NC NC

JOB #1 BUILD

531 TRAILER TOW PKG 45 41.00

65Z AFT AXLE TANK NC NC

76C REVERSE ALARM \$140 \$128.00

96V XL VALUE PKG 720 663.00

.CRUISE CONTROL

.AMFM/CD/CLK

SP DLR ACCT ADJ (1642.00)

SP FLT ACCT CR (1129.00)

FUEL CHARGE 18.88

B4A NET INV FLT OPT NC 7.00

DEST AND DELIV 1195 1195.00

TOTAL BASE AND OPTIONS 42225 37150.88

TOTAL 42225 37150.88

Less Concession 6,600.00

30,550.88

Profit 400.00

30,950.88



Fleet Concession Management

HOME CONCEPTION LOOKUP CONCEPTION TUTORIAL CONCEPTION LOOKUP TUTORIAL CONTACT INFO
 CONCEPTION LOOKUP CONCEPTION REQUEST ENTRY CONCEPTION REQUEST REVIEW/EDIT CONTACT US

FLEET CONCESSION MANAGEMENT : SEARCH

State/Fed:

Model Year:

Vehicle:

Body Type:

GPC TYPE:

Search

YOUR SEARCH CRITERIA: STATE: MN-MINNESOTA, MODEL YEAR: 2017, VEHICLE: 22-F-SERIES SD, BODY STYLE: F3H-F350 4X4 R/C CC DRW, GPC: ALL
 NO AND OPER MUST BE SUBMITTED BY EXPIRATION DATE

STATE	VEHICLE	BODY	GPC \$	PRICE_LEVEL	REF DATE	REF#_FIN	GPC TYPE	EXPIRATION DATE
MN	22-F-SERIES SD	F3H-F350 4X4 R/C CC DRW	6600	725	5/18/2016	06743H	Piggyback	N/A
MN	22-F-SERIES SD	F3H-F350 4X4 R/C CC DRW	6400	725	4/28/2016	04595H	Local	N/A
MN	22-F-SERIES SD	F3H-F350 4X4 R/C CC DRW	5000	700	3/31/2016	02478H	Local	N/A

Wolf Motors (507) 665-6476
 Fax (507) 665-2577
 North Hwy 169 • P.O. Box 126 • LeSueur, MN 56058
 Cell (507) 381-1101
 www.wolfmotors.com stickerprice@hotmail.com

DICK (STICKER) UECKER
 Sales & Leasing

BUILT Ford TOUGH THE FUTURE OF TOUGH ALL NEW F150

Bid
 10-6-16

\$ 30,950.88

Thanks - Dick



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Jasper Kruggel, Public Services Director

SUBJECT: Facility Assessment Update and Discussion

DATE: For the City Council Meeting of Monday, October 10, 2016

PURPOSE/ACTION REQUESTED

Receive and Discuss the "City of Le Sueur MN Facility Condition Assessment Report" and Discuss Future Project Direction

SUMMARY

Le Sueur city staff has received a report assessing the conditions of City Hall, the Public Works Building, and the Parks Building. Le Sueur Engineering, along with Dolejs Associates, Inc and Wendel Architects prepared a report assessing these facilities. This report evaluated each building individually, specifically assessing regulatory issues, structural issues, maintenance issues, and other items. Along with identifying issues, the report also ranks these issues using high, medium, and low priority rankings. The intent of this assessment was to aid City Council in capital planning efforts as well as to assess the feasibility of a potential joint facility project with Le Sueur County.

Le Sueur County has indicated that they plan to construct a new facility, replacing their existing facility in the space directly adjacent to the Parks Building. Darrell Pettis, Le Sueur County Administrator and Engineer has inquired about the possibility of a joint facility project with the City of Le Sueur.

Specific details regarding the condition of the structures can be found in the attached report. For summary purposes, staff will specifically highlight the identified high priority items for each building.

City Hall

City Hall has roughly 11,000 square feet of accessible space and houses the Police Department on the lower level, and City of Le Sueur administrative staff on the upper level. The building itself is of 1960's vintage and constructed of concrete masonry units (CMU block).

High Priority Items

1. Modify police air handling unit (\$3,500)

Summary

Although City Hall has only one high priority item, there are numerous medium and low priority items that should be incorporated into facility maintenance planning. Future consideration of these activities could be incorporated into a ten-year facility maintenance capital planning document per City Council direction. The total cost of the maintenance concerns associated with the City Hall/Police Department building is \$1,086,950.

Public Works Building

The Public Works Building has roughly 10,000 square feet of vehicle storage, administrative area, shop area, and storage. The building is constructed of steel portal framing and CMU block. Some areas of the building have been retrofitted using wood materials and steel beams connected to the building columns.

High Priority Items (\$295,000)

1. Remove paint (sandblast) install metal panels and rigid insulation (\$70,000)
2. Replace metal roof and add rigid insulation (\$40,000)
3. Stripe parking lot (\$2,000)
4. Crack fill parking lot (\$3,000)
5. Insulate overhead doors (\$25,000)
6. Reconfigure restroom and add women's restroom (\$90,000)
7. Foundation pier restoration (\$20,000)
8. Install ventilation system for shop area (\$25,000)
9. Install vehicle tailpipe exhaust system (\$10,000)
10. Install flammable waste interceptor and piping (\$10,000)

Summary

The Public Works Building has a list of high priority items that can be associated with deferred maintenance. Keep in mind that this building is a former Green Giant facility, and the City has utilized the space in a fiscally conservative manner. Moving forward, there may be a considerable investment necessary to address these structural, mechanical, and code-related concerns. The total cost of the maintenance concerns associated with the Public Works Building is \$581,100.

Parks Building

The Parks Building has roughly 4,700 square feet of mostly vehicle storage and a small office and restroom area. The building is constructed with CMU and steel beam supports.

High Priority Items (\$205,000)

1. Remove paint (sandblast) install metal panels and rigid insulation (\$70,000)
2. Remove and replace damaged CMU above overhead doors (\$75,000)
3. Install new insulated overhead doors (\$30,000)
4. Paint interior door frames and doors (\$5,000)
5. Install grab bars in restroom (\$2,000)
6. Install vinyl compression tile (VCT) in restroom (\$2,000)
7. Paint office walls (\$1,000)
8. Install ventilation system in maintenance shop (\$20,000)

Summary

Similar to the Public Works Building, there is a large list of high priority items that can be associated with deferred maintenance. This building was also originally in operation by Green Giant, and the City has utilized this space in a fiscally conservative manner. Item 2 under the

high priority items list is of particular concern as a failure of this element would render the facility uninhabitable. Moving forward, there may be considerable investment necessary to address these structural, mechanical, and code-related concerns. The total cost of the maintenance concerns associated with the Parks Building is \$286,750.

RECOMMENDATION

City Hall Recommendation

Staff recommends getting quotes to perform the work to incorporate outside air into the lower level Police Department area of City Hall. Depending on quote amounts and budget considerations, city staff will follow the adopted purchasing policy to perform this work.

Staff would also recommend that the considerations brought forward from this report be prioritized by city staff and incorporated into a 10-year facility capital planning document that will be brought forward to City Council at a later date. This document will allow staff to adequately plan for future maintenance items that may be related to items identified for future replacement.

Public Works and Parks Building Recommendation

The Public Works and Parks Buildings are both in obvious need of renovations and investment to address concerns brought forward by this report. Staff would like to solicit a discussion amongst City Council about the future of these facilities. With the possibility of a facility joint venture with Le Sueur County on the table, staff would like to explore that option in conjunction with completing a 10-year facility capital planning document for both the Public Works Building and the Parks Building. Exploring the option of a facility joint venture with Le Sueur County along with developing a planning document to continue to exist within the confines of the current buildings will allow for an educated discussion regarding the cost/benefit analysis of a new facility versus renovations of the existing facilities.

In the short term, staff is recommending getting a quote to address the damaged CMU above the overhead doors at the Parks Building. Staff will look at complete replacement costs along with working with the contractor to develop a temporary solution effective while the facility discussion is occurring. Depending on quote amounts and budget considerations, city staff will follow the adopted purchasing policy to perform this work.

Staff is looking for authorization to engage in conversations with Le Sueur County about the possibility of a facility joint venture. Staff will develop a facility needs report in conjunction with these conversations that will develop parameters of a possible joint facility. The needs report parameters will consist of garage space, stall numbers, administrative office space, restroom requirements, storage needs, and common/conference area needs.

If authorized to partake in these conversations with the County, staff will update City Council as information is rendered.

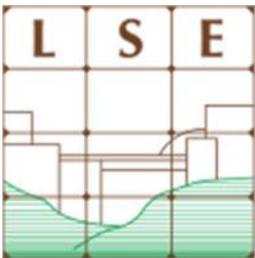
10-Year Facility Capital Planning Document Recommendation

City Council and staff have identified the need to capital plan infrastructure and equipment purchases into the future. Developing a document that plans for maintenance items associated with the City's facilities would also be a useful document pertaining to future budget planning considerations. Along with the three facilities examined in this report, staff would like to add facility capital planning of all other city-owned facilities to the list of capital planning activities already identified as priorities by City Council. Staff goals are to develop and discuss with City Council these capital planning initiatives for use in the 2018 budget planning process.

City of Le Sueur MN Facility Condition Assessment

City Hall/Police Station
Public Works
Parks Building

Date: 8-25-16



Structural Engineer
234 N Main St LeSueur MN
p. 507.665.6255
Contact: Joe Weiers P.E.



Mechanical/ Electrical
1624 N Riverfront Dr Mankato MN
p. 507.665.6255
Contact: Mike Dolejs P.E.



Architect
111 Washington Ave N Mpls MN
p. 612.332.1401
Contact: Adam Mitchell, AIA

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City of Le Sueur- City Hall/ Public Works and Parks Building

Facility Assessment Report

The intent of this assessment is to provide a basis to evaluate and make recommendations related to possible facility improvements and remediation of deficiencies. Members of Wendel (architecture), LSEngineers (structural), and Dolejs (MEP) collaborated to help prepare the assessment of the City Hall/Police Station, Public Works, and Parks buildings. On July 13th, 2016, members of the team toured the city's facilities. Below is a list of recommendations on items in need of updating, repair, or maintenance.

City Hall/ Police Station Building Deficiency Report

The existing building was reviewed for deficiencies in the following areas:

- Regulatory Issues: Accessibility, Fire Marshal/Building Code (including Indoor Air Quality), Health Code, Title IX, etc.
- Structural Issues.
- Building Maintenance Issues: Roofs, windows, mechanical and electrical systems, etc.
- Other Issues.

Deficiencies are noted, with recommended solutions to the deficiency noted where appropriate for consideration in the planning process.

A. Building Description

1. Architectural/Structural:

- a. The building is a two story structure. The original building was assumed to be of 1960's era. The lower level is 7,000 s.f. and the upper level is 4,000 s.f. The fire station on the lower level was remodeled into a Police Station in 2011. The structure is on a steep slope, so both the West and East exit on grade. There is public parking and a main public entrance located to the East. The Police Station is located on the lower level's West side. Also on this floor is the city hall gathering space on East side of lower level. The upper floor contains offices and open office space. The exterior walls and interior bearing walls are constructed of CMU. The lower level floor is concrete slab on grade, while the upper level is precast concrete plank with concrete topping. The roof is constructed of steel joists and deck.

2. Mechanical:

- a. The City Hall HVAC utilizes one air handling unit to provide heating and cooling for each level of the building. The upper level unit is comprised of two smaller units twinned together to operate as a single constant-volume unit and appears to be original to the building construction. The lower level unit is a multi-zone unit configured with three control zones and also appears to be original to the building construction. Both units are equipped with hot water heating coils and DX cooling coils. Air-cooled DX compressor/condenser units located outside on the North side of the building are used for cooling. Supply air is ducted above the ceiling in finished areas and is exposed below structure in unfinished areas. There is also a single mini-split cooling unit that serves on office on the upper level.

- b. A hot water heating system, consisting of three natural gas-fired cast iron modular boilers and a single circulating pump, is located in a lower level mechanical room. This system only serves the City Hall portion of the building. The boilers were replaced in approximately 2005/2006. The single circulation pump also appears to be newer, but the exact date is unknown.
- c. The systems are controlled by electronic controls. The upper floor control is a newer programmable digital thermostat. The lower level control is a dated electronic system that does not have a good operator interface.
- d. The building is served by a city domestic water and sanitary sewer utility connections. Much of the plumbing in the building dates back to the original construction and consists of a combination of galvanized and copper piping. The plumbing includes older fixtures in areas that have not been remodeled and newer fixtures in remodeled spaces or spaces that have been recently added. A single gas-fired water heater located in the lower-level mechanical room and serves the entire City Hall.
- e. The building (including City Hall and Police Station) is not fire sprinkled.
- f. The Police Station utilizes a high-pressure air system to provide heating and cooling. A single fan-coil unit located in a mechanical room off the garage is ducted throughout the Police Station. The fan-coil unit has DX cooling and hot water heating. The office space is also served by in-floor hot water heat that is provided by a high-efficiency hot water boiler located in the Police Station mechanical room. The Police Station garage is heated by an overhead gas-fired infra-red heater. The garage has an engine exhaust detector and exhaust fan to ventilate the space when required.
- g. The plumbing was updated, as required by the remodeling, including installation of new plumbing fixtures in the lower level toilets. A single electric water heater served the limited hot water needs of the Police Station.

3. Electrical:

- a. The City Hall building is served with an underground electrical service which is a 120/240 Volt, 3 phase, 4 wire system. The service enters the South end of the building and terminates on a 600 Amp fused service disconnect. The building is also served by a Katolight natural gas backup generator that is located on the south end of the building. The main electrical service and transfer switch are located in the lower level electrical/storage room. It serves three phase power to equipment while serving single phase power to electrical panels located on the upper and lower floors of the City Hall and Police Department areas.
- b. The building lighting system consists of T-8 fluorescent lighting fixtures that were upgraded in a 2005/2006 Johnson Controls Energy Upgrade project. The lighting is generally controlled with manual on/off switches. A majority of the lighting throughout the City Hall space are surface mounted lights with 4 foot and cirulene lamps. There are a few light fixtures that have been upgraded to a LED lamp sources in the Council Chambers. Emergency egress light is provided by battery backup heads located on the exit signs.
- c. The exterior lighting consists of High Intensity Discharge (HID) building-mounted light fixtures that are controlled by a photocell. The exterior lighting at the Police Station addition are HID building-mounted fixtures with some fluorescent downlights at the main entry canopy.
- d. The building communication system originates with a fiber optic cable entering at the lower South level mechanical room. The building communication system is split into two data racks located in the upper storage room and the technology room in the Police Station. One wireless access point was observed in the Police Station office. No other wireless access points were observed throughout the City Hall building. The police station has a small IP closed circuit surveillance system which resides in the Police communication rack. Access to the building is

primarily from keyed door locks. The Police Station has one door that has a card reader for card access. The rest of the building appears to have key locks only.

B. Regulatory Issues

1. Barrier-Free Accessibility (ADA)

The building is on a steep slope and is two stories. Both stories exit out to grade level. The building is equipped with a lift. This is not an elevator with elevator cab, but it is appropriate to have a lift instead of a full elevator because both floors are accessible from grade. The lift was not functioning during our visit. Service should be regularly and routinely performed on this lift.

Vestibule to the West and East had space for a recessed floor mat, but portable fabric mats had been placed in the recess and did not fit. This is a trip hazard and also creates a bump that is ½" in height. This does not meet accessibility codes.

Countertop surfaces at the casework in the kitchenette 116 is at 3'-0". 2'-10" is proper height for wheelchair compliance. This space did not have appropriate turning clearances for a wheelchair.

The following is a summary of additional accessibility issues that should be addressed by any facility project:

- a. Provide a regular service/inspection for the Lift (elevator).
- b. Install recessed walk off mats to fit the recess at vestibules.
- c. Remodel Kitchenette 116 to comply with ADA.

2. Fire Marshal / Building Code / Life Safety

No significant life safety issues were noted.

Building is not sprinkled. Horns/strobes/pullboxes/smoke detection were not observed. Detection may have been installed above ceiling. Illuminated Exit signs were installed. Fire extinguishers were provided.

The city meeting spaces (conference 114 and 115)—seem to be an assembly occupancy. At 1,000 s.f., the doors are required to be equipped with panic hardware, swing in the direction of egress (out of the room) and two exits should be provided. Currently, the two exit doors provided are not equipped with panic hardware and swing into the room. Doors should swing out, but would need to be inset into the room so that the doors swing into the corridor and are in compliance with egress capacity.

The following is a summary of the life safety issues that should be addressed by any facility project:

- a. Mechanical ventilation must be addressed in several areas.
- b. Doors in conference 114/115 to be removed and replaced with panic doors that swing into corridor 112.

C. Structural Issues

1. Observations:

- a. There are two cracks in the concrete topping approximately 10 feet apart in storage room #203. The cracks run east-west which are parallel to the direction of the plank span. There does not appear to be differential movement in the plank or cracks in the CMU bearing walls, so it appears

the cracks are from shrinkage of the concrete topping while curing and is not of structural concern.

D. Building Maintenance Issues

1. Mechanical

The air-handling systems serving the City Hall are dated and have operational issues including questionable temperature control at times. The controls on both air handling units are obsolete. The maintenance staff reports that the multi-zone controls on the AHU that serves the lower level unit are no longer functional and a single sensor in the Council Chambers now controls all of the zones. Functionality of the outside air dampers for the lower level unit are unknown. The ducting arrangement for the ventilation air connection to the AHU that serves the upper level is inadequate and is preventing proper ventilation of the space. Neither of the City Hall systems utilize any energy saving features such as variable-speed motor control or demand control ventilation.

The three compressor/condenser (C/C) units that serve the City Hall are approximately 22 years old. This is at or slightly beyond the normal life expectancy for this equipment. The maintenance staff reports that one of the units has a refrigerant leak that has led to performance issues.

The hot water boilers that serve the City Hall have been replaced in the past 10 years and appear to be in good shape. They should have at least 10 more years of service life if properly maintained. There is only one pump providing hot water flow for building heating. With no redundancy, failure of the pump could have severe consequences. Normally, a second pump is installed and operated in a lead/lag fashion to provide system redundancy.

The water heater serving the City Hall appears to be in good operating condition and should remain for continued use.

The restroom fixtures and trim in the lower level of the City Hall are dated and do not operate as efficiently as the newer systems that are available. The flushing mechanisms are all manual.

The Police Station systems appear to be in good working order and the maintenance staff indicates that the systems do a good job serving the space. It was noted, however, that the Police Station air handling system does not appear to provide any outside air to the space served. This is not code-compliant.

The following mechanical items should be addressed as part of any major facility project:

- a. Consider replacement of City Hall air handling systems with new systems. Possibly consider a single system to serve the upper and lower levels. Include variable-speed control, demand control ventilation and dehumidification and new controls as part of the new system features. The DX compressor/condenser units would be replaced as part of this system upgrade.
- b. Install a second hot water circulating pump for the heating system to provide system redundancy.
- c. Install new plumbing fixtures and trim in lower level City Hall restrooms.
- d. Modify the Police Station air handling unit to add ventilation air per current code requirements.
- e. Add glycol to the heating system to avoid coil freezing.
- f. Replace plumbing piping due to its age and inconsistent materials being used.

2. Electrical

The existing electrical service appears to be in good working conditions. The generator transfer switch, main disconnect and main distribution panel have been recently replaced and have no noticeable problems. The existing Katolight gas generator has been relocated from a previous location within the

city and appears to be in good shape. The distribution of power inside the building appears to be adequate at the time. The existing power panels have relatively new Square “D” internal bussing and circuit breakers. It appears that the panels were updated at some point after original construction. The majority of the receptacles and switches in the City Hall building appear to be from original construction.

The lighting system in the building was upgraded in 2005/2006 and is currently T-8 fluorescent technology. The lighting fixtures in the City hall portion of the building look dated and it appears that the energy project may have just changed the lamp and ballasts, but reused some of the fixture housings. It appears that a few light fixtures in the Council Chamber have been upgraded to LED lamp sources. The color temperature of these light fixtures do not match the color temperature of the other fluorescent light fixtures in the room.

The existing building mounted lighting consists of metal halide and fluorescent lighting. Fluorescent lighting typically has cold weather starting problems and lumen loss at temperatures below zero Fahrenheit. The current metal halide light fixtures consume larger amounts of energy relative to LED counterparts and have restrike problems during power loss. There is currently no exterior lighting covering the parking area on the east side of the building.

The control of the existing lighting in both the City Hall and the Police Station have on/off control with no occupancy sensing or daylight harvesting technology. The current energy code requires occupancy and daylight controls for building occupancies.

The following electrical items should be addressed as part of any major facility project:

- a. Consider replacement of existing fluorescent lights with new LED lighting. During the lighting retrofit in 2005/2006, many of the light fixtures were retrofitted with the T-8 lamps. The existing light fixture housing should be upgraded if the 1' x 1' ceiling is replaced. The change to the LED lighting system would reduce lamp and ballast replacement.
- b. Install new exterior LED building mounted lighting. Utilizing the LED light source on the exterior of the building would enable the Owner make light level changes at non-occupied times.
- c. Consider providing occupancy sensor and light harvesting devices throughout the building. This will enable the Owner to meet the current Minnesota Energy Code.
- d. Consider installing a fire alarm system. The existing building is not required to have a fire alarm system, but it may be helpful in building communication and public safety. The system would also provide some early fire detection for protection of public records.
- e. Provide light pole standards for lighting general parking area on the east side of the building.

3. Building Envelope

All roofing is ballasted membrane roofing. All roofing was in good condition. Seaming roofs on the East side were completed in 2010 and the warranty period on this work is near the end. Roofing was replaced at the East Parapet, above the police station, due to stretching. This still appeared to be in good condition. No leaking was reported and evidence of leaking was not observed.

The majority of the exterior building walls are brick and in relatively good condition. The exterior wood windows frames located on the East are deteriorating. These windows are also only single pane and should be replaced with double pane insulated glass and aluminum frame. The exterior glass at both of the entrances located on the South are single pane and rust/deterioration is apparent. These should be replaced with insulated glass and aluminum frame. Furthermore, there appears to be room for

vestibules. Vestibules are also recommended at these entrances in order to save energy and limit cold draft.

There were 1/8" cracks at two (2) precast veneer panels at the top of the parapet at the West exterior upper wall.

The following building envelope areas should be addressed:

- a. Five (5) exterior windows on the East should be replaced with 1" insulated glass/ aluminum windows.
- b. Interior vestibule at entries on the East should be installed and these doors/ glass should be replaced with insulated glass/ Aluminum at storefront entrances.
- c. Replace hollow metal frame and glass at entry located on the SW of the building with aluminum storefront.
- d. Seal crack at parapet and monitor every 6 months. If cracks enlarge or lengthen, remove and replace precast panels and provide adequate connections to backup structure.

4. Additional Exterior / Site Issues:

The pipe guardrail located to the SE corner should be painted and the base concrete patched/repared. The sidewalk at the East of the building is cracking and pitted. This should be replaced.

One way traffic circulation at the East of the building was observed to be an issue. Most people were observed to exit the same way they came in. In a span of 1 hour, 4 out of 5 vehicles exited out the way they came in. One fender bender almost occurred. The parking lot is very close to the neighboring building to the East. However, the grass/ trees next to the East wall could be removed to give additional space for perpendicular parking and this would also allow two way traffic to occur. Since the concrete sidewalk at this location is also in poor condition, this work would ideally be completed in conjunction. The handicapped stall was in an awkward location and if a van/car was parked in the stall the car would protrude into the driving lane.

The Parking lot on the East did not have site lighting.

The following additional exterior issues should be addressed:

- a. Paint Southeast guardrail
- b. Remove trees and move sidewalk closer to the building. Allow two way traffic and perpendicular (90 degree) parking stalls. Remove and install bituminous and re-stripe.
- c. Install parking lot lighting.

5. Interior/ Finishes/ Equipment:

The police station area of the building was remodeled in 2011. The state of this construction was in good/excellent condition.

The ceilings/ casework/ wall finish and general appearance of the original building on the first floor is cosmetically dated, but in fair condition.

The following Interior/ Finishes/ Equipment issues should be addressed:

- a. Cosmetic update in original building portion on the first floor and first floor restrooms.

E. Photos-City Hall



Window at East needs replacement.



NE Entry door and HM frame.



East side of building sidewalk is cracking and bituminous is in fair condition.



Guardrail located on the SE of the building - recommended for painting and concrete patching.



City Hall AHU, Lower Level



City Hall AHU, Upper Level



City Hall Boilers



City Hall DX Compressor/Condenser (C/C) Units



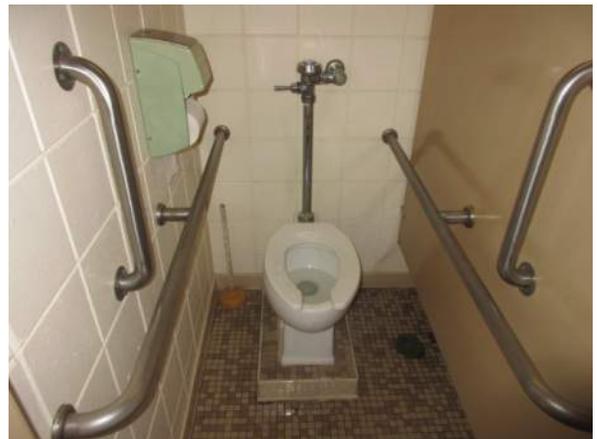
City Hall AHU Controls



City Hall Heating Pump



City Hall Plumbing Fixture, Lower Level



City Hall Plumbing Fixture, Lower Level



City Hall Plumbing Trim, Lower Level



City Hall Split System C/C Unit



Floor mat at vestibule.

Police Station



Police Station Boiler



Police Station Fan Coil Unit



Police Station Infra-Red Garage Heat



Police Station In-Floor Heating Manifold



Old/New Lighting at Police Station Garage



Vehicle Exhaust Detection System



POE Switch For Police Camera System



Emergency Generator



Typical Surface-Mounted Lighting



Emergency Light Exit Sign



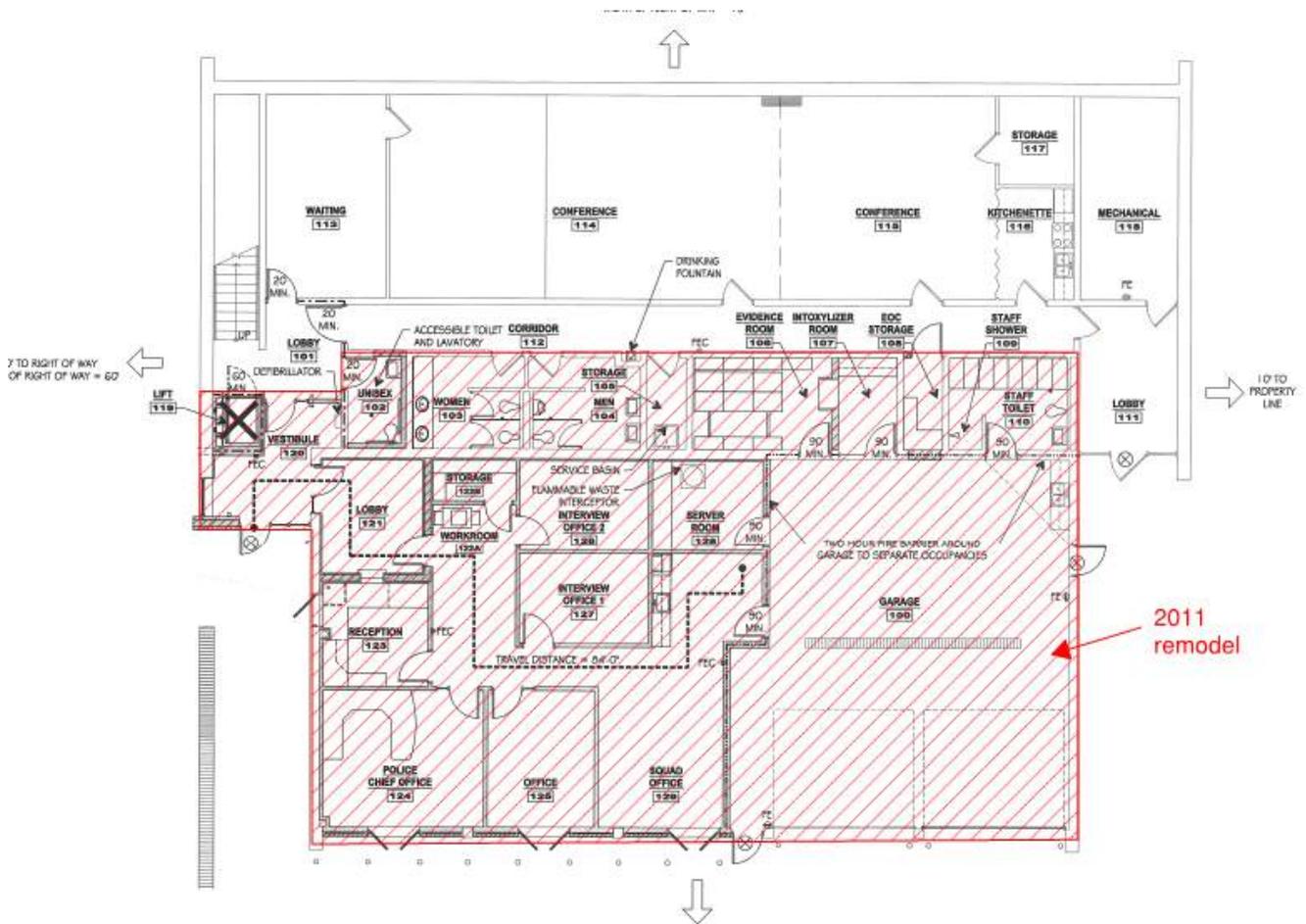
Surface-Mounted Lighting – Lower Level



Exterior HID Light Fixture

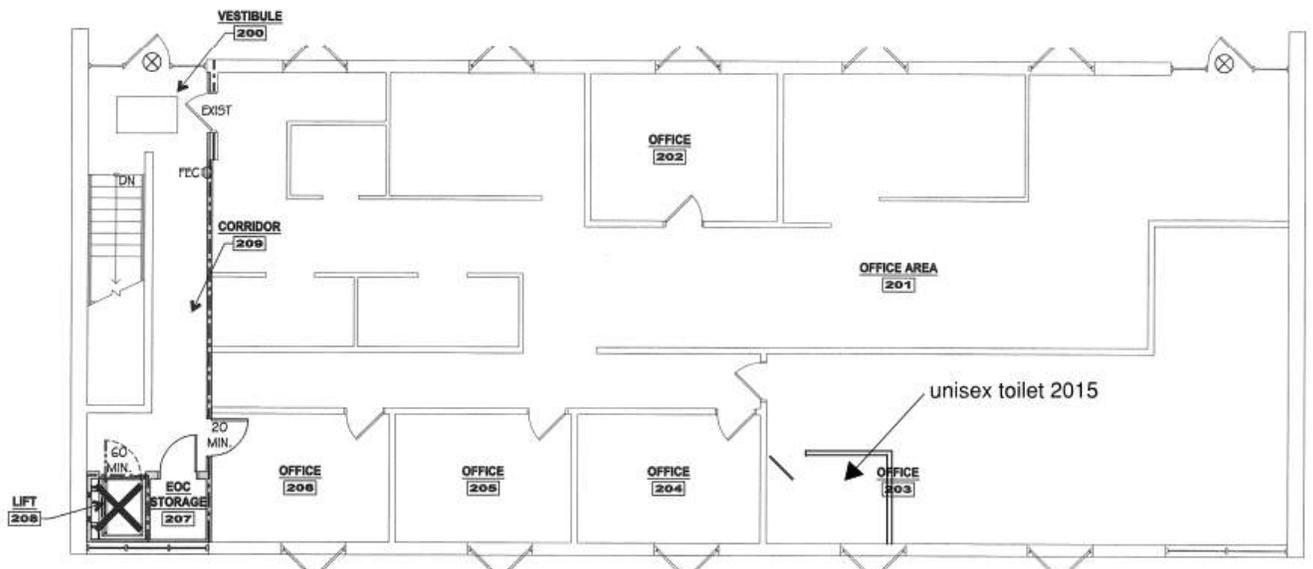
Second Floor Plan: Not to Scale

North ←



First Floor Plan: Not to Scale

North ←



Public Works Building

The existing building was reviewed for deficiencies in the following areas:

- Regulatory Issues: Accessibility, Fire Marshal/Building Code (including Indoor Air Quality), Health Code, Title IX, etc.
- Structural Issues
- Building Maintenance Issues: Roofs, windows, mechanical and electrical systems, etc.
- Other Issues.

Deficiencies are noted with recommended solutions to the deficiency noted where appropriate for consideration in the planning process.

A. Building Description

1. Architectural/Structural:

- a. The building's first floor has a 5,000 s.f. vehicle/ equipment storage area and 2,500 s.f. administrative/shops area. There is a 2,200 s.f. mezzanine with a break room and storage located to the North. There is a 300 s.f. storage mezzanine located on the South. The building's primary structure is a steel portal frames with intermediate steel bar joists and an insulated metal roof. 8" painted CMU blocks are used throughout the exterior between portal frame columns. Cast-in-place concrete piers support the columns. The North mezzanine is constructed out of wood subfloor, steel joist, beams and columns, all of which appear to have been built with the rest of the steel building structure and not an addition/remodel. The South mezzanine is constructed out of wood subfloor, wood joists, and steel beams connected to the building columns.

2. Mechanical:

- a. The Public Works building is served by several HVAC units for the various spaces. The Office area is heated by a high-efficiency gas-fired furnace that is ducted to serve the space. The furnace is installed in an upper level mechanical closet. The unit does not appear to have any outside air connection. The second floor Break Room and first floor Shop Space is heated by a high-efficiency gas-fired furnace that is ducted to serve the space. The exact age of the equipment is unknown, but both of the existing furnace units appear to be newer and are in good shape. The furnace is installed in an upper level mechanical closet near the Break Room. The unit does not appear to have any outside air connection. Mechanical cooling is provided to these spaces by thru-wall (window-type) air conditioners that reject their heat back into the Maintenance Shop space. The maintenance shop is heated by a combination of overhead gas-fired infrared tube heaters and gas-fired propeller unit heaters. The infrared is the primary source of heat and the unit heaters are only used for quick make-up heat if the space temperature drops too low after opening the overhead doors on cold days. The shop heating equipment was installed as part of a 2005/2006 energy project. This equipment appears to be in good working order. A standard-efficiency gas-fired furnace located in the Maintenance Shop is ducted to provide additional heating in the mechanic's workbench area. The maintenance staff reports that there is plenty of heat and the building is comfortable most of the time. The HVAC systems are controlled by electric/electronic controls, but there is not digital building automation system present.
- b. The shop is equipped with a large side-wall exhaust fan, but the shop staff reports that it does not operate. There is an old abandoned overhead exhaust system with multiple connection

points that is disconnected and non-functional. The vehicle tailpipe exhaust system consists of a hose that is attached to the exhaust pipe and run out under the garage door (no powered vehicle exhaust). There is no vehicle exhaust gas detection system currently installed. So, essentially, there is no functioning ventilation system in the Maintenance Shop.

- c. The building is served by a city domestic water and sanitary sewer utility connections. The Maintenance Shop has a number of small floor drains that appear to be partially blocked. The floor appears to be flat for the most part and the maintenance staff reports that water has to be squeegeed to the drain at times. The sanitary waste system in the shop does not utilize a flammable waste interceptor for the waste that comes from the floor drains. This is required by code for this type of space. The plumbing fixtures are a combination of older and newer fixtures and appear to be in good shape. The lavatory faucets are older, but are still functional. Hot water is provided by a 50-gallon electric tank-type heater (age unknown) that is functioning without issue. The maintenance staff reports that there are no major issues with the functionality of the plumbing system.
- d. The building is not fire sprinkled.

3. Electrical:

- a. The Public Works building is served with an underground electrical service which is a 120/240 Volt, 3 phase, 4 wire system. The service is provided by a transformer located on the east side of the building and enters a 400A surface mounted main distribution panel on the north east side of the maintenance bay. The building has no backup power supply. The main distribution panel feeds power to a couple of surface-mounted electrical panels within the garage and wood shop areas. There are a scattering of power receptacles and welding receptacles throughout the spaces.
- b. The building lighting system consists of strip T-8 fluorescent lighting fixtures that were upgraded in the 2005/2006 Johnson Controls Energy project. The lighting in the maintenance bay is located over the center of the vehicle repair bays. All lighting is controlled with manual on/off switches. A majority of the lighting fixture in these spaces appear to be original light fixtures with retrofit lamp kits. The majority of the light fixtures in the space have four-foot T-8 lamps. Lighting in the office area consists of strip light fixtures behind a lay-in lexan lens panel in the ceiling grid. Emergency egress lighting is provided by emergency heads on exit lights and wall mounted battery packs.
- c. The exterior lighting consists of HID building mounted light fixtures that are controlled by a photocell. The existing light fixtures appear to be in relatively good shape with a little yellowing of the lenses.
- d. There is very little for building communication systems. There is a traditional telephone system in the office and a small data network for the office space. There is a paging speaker located on the wall in the maintenance bay area. There is also a dish/cable system that provides service to one TV in the upper break area.

B. Regulatory Issues

1. Barrier-Free Accessibility (ADA)

The building consists of a vehicle storage area and an administrative office area. The administrative area is two (2) stories and does not have an elevator. Per ADA exception 35.404, it may be acceptable to not have an elevator. It is however recommended that uses of spaces on the second floor do not present a disadvantage for anyone disabled. Storage spaces are an example of an acceptable use.

One (unisex) restroom was provided in the building admin area. Accessible toilet stalls were not provided. Additionally, it seemed separate sex restroom/locker room spaces were not provided. Separate facilities are required for this building and any remodel would most likely require ADA restrooms to be provided. The fixture count may most likely be reduced for a women's restroom (not 50% of occupant load), but providing only one unisex restroom is not compliant with 2012 IBC 2902.2, which requires separate facilities for men and women.

The following is a summary of additional accessibility issues that should be addressed by any facility project:

- a. Remodel existing restroom to provide accessible stalls.
- b. Provide a separate women's restroom with lockers.

2. Fire Marshal / Building Code / Life Safety

Building is not sprinkled. No drawings were available. It was assumed that the building is a type 5B construction type allowing the use of combustible (non-treated wood) construction. Exposed; non-treated wood was used throughout the office/admin and mezzanine area.

The building's exterior walls do not comply with current energy code requirements. Roof insulation could not be verified, but may need additional insulation to meet current energy code requirements.

Overhead doors appeared to be un-insulated, but could not be verified. These should be insulated.

There were several spot drains located throughout the floor slab in the vehicle storage area. However, there was no oil separator, as required by code.

3. Summary:

- a. Provide insulation on exterior walls. EIFS or rigid insulation/metal panel would be sufficient.
- b. Further study drain lines due to lack of drawings. Install flammable waste trap with oil separator.

C. Structural Issues

1. Observations:

- a. Many locations of the above grade exterior CMU walls have cracks in the mortar joints. If left in this state, it will be possible for moisture to infiltrate the wall and cause further deterioration.
- b. Four (4) of the concrete foundation piers below the steel columns are deteriorated at grade, which was likely caused by extended exposure with de-icing salt and water during freeze thaw cycles. See the locations noted on the Public Works floor plan.

2. Recommendations

- a. The mortar joints, which are cracked, should be ground out and tuckpointed to mitigate further moisture infiltration and retain wall integrity. The foundation piers will require restoration by means of shoring the steel columns, removal of additional compromised concrete, repair or replace deteriorated steel reinforcing, and rebuilding the pier with a grout patching system compatible for this type of application.

D. Building Maintenance Issues

1. Mechanical

The furnace systems that serve the Office and Break Room do not have outside air connections to introduce ventilation air into the spaces. This is not in compliance with current codes and should be modified to provide the code-required outside air. Due to limited use (only a few times each summer), the thru-wall air conditioning units should remain for continued use. Shop ventilation/exhaust is non-existent and the space is not currently monitored by an exhaust gas detection system. This is not code-compliant. There is no vehicle tailpipe exhaust system to positively exhaust the vehicles when there are being run in the building while being maintained.

The sanitary waste system that serves the shop floor drains does not utilize a flammable waste interceptor. This is not code-compliant. The faucets on the lavatory are dated and in marginal shape and could benefit from new sensor-operated trim. The exposed waste piping below the lavatories should have protective drain-wrap kits installed. While not required by code, the functionality of the floor drain system would benefit from the installation of trench drains in lieu of the area drains that are currently being used. The floor immediately around the drains could be sloped to help minimize issues with standing water on the floors.

The following mechanical systems should be addressed as immediate projects:

- a. Add ductwork and controls to connect outside air to the existing furnace systems serving the Offices and Break Room/Shop areas.
- b. Add a ventilation system for the Maintenance Shop. This will consist of a direct-fired make-up air unit, exhaust fan and ductwork, and a vehicle exhaust gas detection system to automatically operate the system when required.
- c. Install a vehicle tailpipe exhaust system including a coiling exhaust hose reel and fan.
- d. Modify the Maintenance Shop sanitary waste system to install a flammable waste interceptor to the piping that serves the floor drains.
- e. Install drain-wrap kits on exposed waste piping below toilet room lavatories.

The following mechanical systems should be addressed as part of any major facility project:

- a. Replace area drains with trench drains and pitch adjacent floor to minimize standing water on the floor.
- b. Install new sensor-operated faucets on toilet room lavatories.

2. Electrical

The existing electrical service appears to be in satisfactory condition. The existing Westinghouse main distribution panel and lighting panel are old and could use updating. The surface-mounted receptacles appear to be in satisfactory condition, but they will require replacing in the near future. Some of the welding receptacles appear to be from the previous owner and are not a common plug type for current welding equipment. The receptacle loading at the kitchenette is currently inadequate for powering multiple pieces of equipment without tripping a circuit breaker.

The lighting system in the building was upgraded in 2005/2006 and is currently T-8 fluorescent technology. The lighting fixtures in the building appear to be retrofitted and are in need of replacement. The current lighting fixtures are 4 and 8-foot strip lights with two T-8 lamps. It appears that the lights are located above the center of the truck bays and are not adequately lighting the sides and engine compartment areas. The lighting in the office space appears to be dim and the switching is not very user friendly. It appears that wall changes may have been made without modifying the switch location or grouping.

The existing building-mounted lighting consists of HID fixtures that are controlled by a photocell. The metal halide light fixtures consume larger amounts of energy relative to the LED counterparts and have restrike problems when restarting after a power loss. It does not appear that there is emergency egress lighting on the exterior of the building.

The control of the existing lighting in the building is on/off control with no occupancy sensing or daylight harvesting technology. The current energy code requires occupancy and daylight controls for building occupancies.

The following electrical systems should be addressed as part of any major facility project:

- a. Consider replacement of existing fluorescent lights with new LED lighting. The placement of lighting in the maintenance shop should be reviewed for optimal lighting on the side and engine compartment locations. The change to the LED lighting system would reduce lamp and ballast replacement.
- b. Install new exterior LED building mounted lighting. Provide an emergency lighting fixture that would provide lighting during a loss of power situation.
- c. Consider providing occupancy sensor and light harvesting devices throughout the office storage and break areas. This will enable the Owner to meet the current Minnesota Energy Code.
- d. Consider installing a backup generator for loss of power situations. Currently, all shop and office functions will be down during an extended loss of power event.

3. Building Envelope

Roofing is exposed galvanized corrugated metal panel roof that is lapped and mechanically fastened. Slope is approximately ¼" per foot and is a gable style with a ridge in the center. There appeared to be structural rigid board insulation under the metal panel and a steel wide flange portal frame columns/bents with bar joists spanning between the frames. Metal panel roofing was corroded and needs replacement.

The paint on the steel columns had peeled off in several locations and corrosion was obvious.

Windows were dual pane insulated windows, which appear to be adequate in terms of energy and current condition.

The following wall, roof, and window areas should be addressed:

- a. Metal panel corrugated roofing should be removed and replaced.
- b. Remove chipped paint and corrosion on steel and re-prime/paint.
- c. Paint all CMU walls.

4. Additional Exterior / Site Issues:

The site bituminous paving was cracking in several areas and not filled. Filling the cracks is recommended and will extend the life of the bituminous. If cracks are filled bituminous will probably need replacement in 5-8 years.

There was no striping to indicate parking lot areas and handicapped parking.

The following additional exterior issues should be addressed:

- a. Striping on bituminous should be completed to indicate parking stalls.

5. Interior/ Finishes/ Equipment:

Cosmetically the interior finishes are dated, showing general wear and age. The administrative area should be cleaned and organized. Many of the doors did not close.

Drinking fountain was broken (spraying too hard).

The concrete slab in the vehicle storage area did not have very much slope. In newly constructed vehicle storage areas, 1/8" per foot slope is typically provided. This would be very difficult to be altered and may be deemed as adequate per current use, as is not required to be changed. However, the slab was pitted in several locations and inadequate slope/drainage is suspect to accelerate concrete slab breaking down. The pitted areas may be filled with a high quality concrete patch. This patch would be slightly different color than the concrete providing a "spotted" slab.

The following Interior/ Finishes/ Equipment issues should be addressed:

- a. Repair/replace drinking fountain
- b. Clean and organize building. (offices and second floor).
- c. Fill concrete slab pitted areas with concrete patch.

Photos-Public Works Building



Public Works Building Exterior.



Concrete slab at vehicle storage area is pitted.



Office A.



Office B.



Office C.



Close up photo of bituminous/steel column and exterior CMU wall. Notice CMU cracking at the mortar and rust at the steel column.



Unisex Restroom.



Locker Room.



Wood Shop.



Break room at mezzanine level.



Storage mezzanine B.



Mezzanine A.



One of the deteriorated piers requiring restoration.



HID Light Fixtures at Garage Doors



Propeller Unit Heater



Overhead Infrared Heater



Workshop Furnace System



Workshop Furnace Controls



Exhaust Fan – Non-Functional



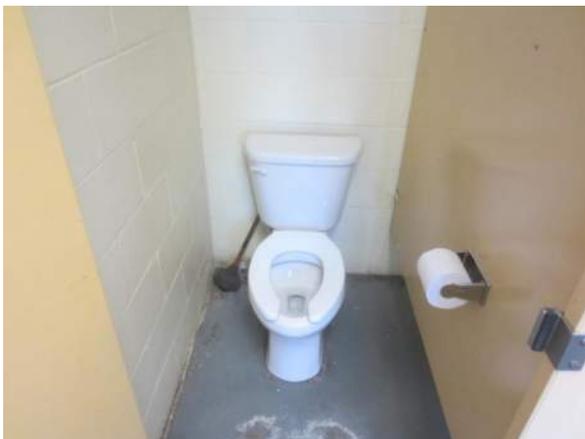
Shop Floor Drain (typical of several)



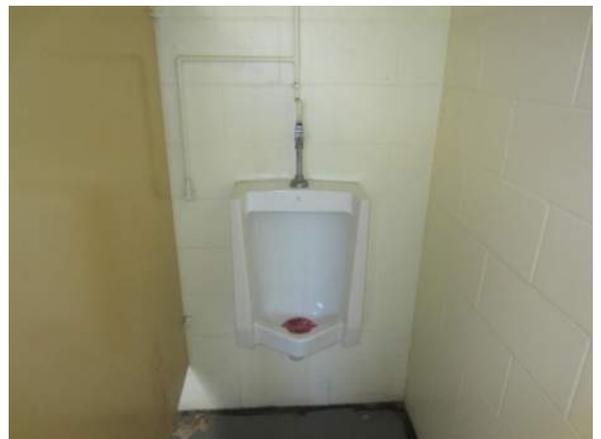
Office Air Conditioning Unit



Break Room Furnace System



Plumbing Fixture



Plumbing Fixture



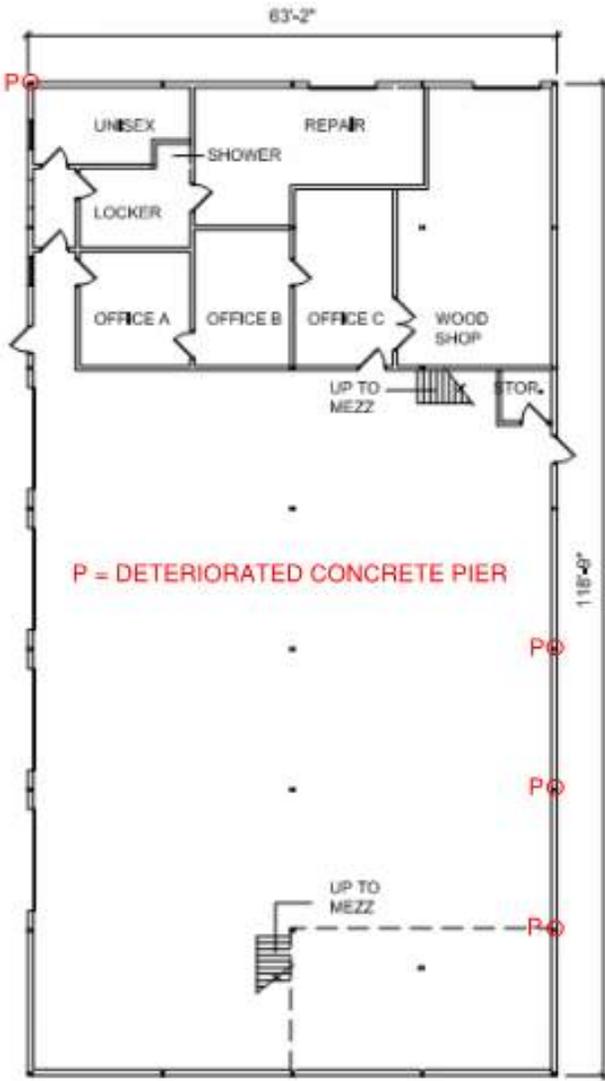
Strip Lighting in Shop



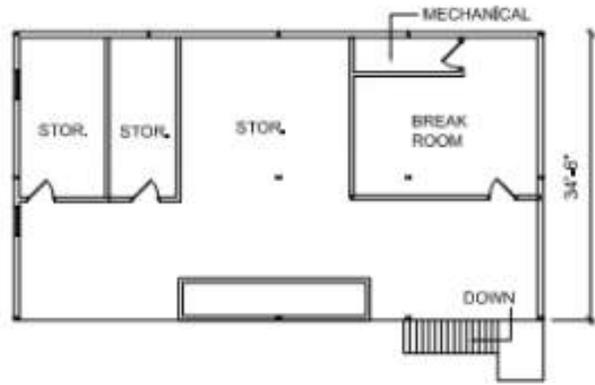
Power Panel in Shop

Public Works Building Plans: Not to Scale

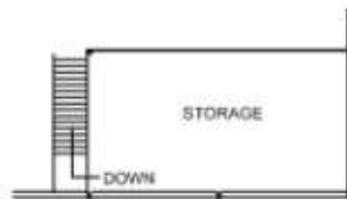
North ↑



FIRST FLOOR- 7,500 S.F.



PUBLIC WORKS MEZZ A- 2,200 S.F.



PUBLIC WORKS MEZZ B- 300 S.F.

Parks Building

The existing building was reviewed for deficiencies in the following areas:

- Regulatory Issues: Accessibility, Fire Marshal/Building Code (including Indoor Air Quality), Health Code, Title IX, etc.
- Structural Issues
- Building Maintenance Issues: Roofs, windows, mechanical and electrical systems, etc.
- Other Issues.

Deficiencies are noted, with recommended solutions to the noted deficiency where appropriate for consideration in the planning process.

A. Building Description

1. Architectural/Structural:

- a. The building is a 4,700 s.f. building. The majority of this building is vehicle/equipment storage. There is a small office and restroom located on the Northwest corner and wood framed mezzanine along most of the North wall. The Exterior walls are structural 14" bearing CMU. The South wall has six (6) 12'-0" wide overhead doors with steel headers supporting the wall and roof above the openings. Steel joists span the 50'-0" and bear on the North and South Walls. Metal decking spans between the joists with rigid insulation on top. The roof is a flat ballasted roof that has slightly tapered insulation that slopes to the North.

2. Mechanical:

- a. The Parks building is a seasonal facility that is used in the spring, summer, and fall seasons. It is essentially shut down in the winter and kept just warm enough to prevent freezing. The Break Room is heated by electric baseboard radiation, and cooled by a thru-wall air conditioning unit. Ventilation for this space is provided by an operable window. The shop/storage space is heated by gas-fired overhead infrared tube heaters that were installed new as part of the 2005/2006 energy project. This equipment appears to be in good working order. Old abandoned gas-fired propeller unit heaters are still in place, but they have been disconnected and are no longer operational. The maintenance staff reports that the heating system has plenty of capacity to heat the space.
- b. The building does not have any vehicle exhaust gas sensors or any ventilation system of any type.
- c. The building is served by a city domestic water and sanitary sewer utility connections. The Shop/Storage area has trench drains located near the garage door end of the space. The sanitary piping that serves the trench drains runs through a flammable waste interceptor. The plumbing fixtures in the restroom are older, but appear functional. These fixtures get limited use. Hot water is provided by an older 40-gallon electric tank-type heater (age unknown) that is functioning without issue. The maintenance staff reports that there are no major issues with the functionality of the plumbing system.
- d. The building is not fire sprinkled.

3. Electrical:

- a. The Parks building is served with an overhead electrical service which is a 120/240 Volt, 1 phase, 3 wire system. The service is provided by a pole mounted transformer located on the east side of the building and enters a service rated 200A lighting panel. The building has no

backup power supply. The main service panelboard feeds all the circuits in the building. All electrical appears to be surface-mounted conduit and devices. There are a scattering of power receptacles and mechanical equipment throughout the space.

- b. The building lighting system consists of T-8 fluorescent wraparounds in the office area and 4' industrial lights throughout the storage area. This lighting was upgraded as part of the 2005/2006 energy project. Emergency egress lighting is provided by emergency heads on exit lights and wall mounted battery packs.
- c. The exterior lighting consists of a HID building-mounted light fixtures that are controlled by a photocell. The existing light fixtures appear to be in satisfactory condition with a little yellowing of the lenses.
- d. There is very little for building communication systems. There is a traditional telephone system in the office.

B. Regulatory Issues

1. Barrier-Free Accessibility (ADA)

The building is one story with small (500 s.f.) storage mezzanines.

One unisex toilet is provided. No grab bars were provided.

- a. Install grab bars in unisex toilet room.

2. Fire Marshal / Building Code / Life Safety

No significant life safety issues were noted.

Building is not sprinkled. Horns/strobes/pullboxes/smoke detection were not observed. Fire extinguishers were provided.

Building exterior walls were un-insulated.

The following is a summary of the life safety issues that should be addressed by any facility project:

- a. Exterior walls should be insulated with either an EIFS system or insulation/metal panel.

C. Structural Issues

1. Observations

- a. A combination of factors including excessive moisture in the wall has contributed to considerable distress in the South wall:
 - i. The wall above the openings have cracked mortar joints and CMU face shells.
 - ii. The steel header bottom plates over the openings have expanded due to corrosion.
 - iii. The CMU jambs supporting the headers have cracks through the face shells.
- b. Distress in the East, West, and North walls:
 - i. Stepped cracks in the East wall at the Northeast corner and West wall at the Northwest corner.
 - ii. Random cracks in the mortar joints and CMU face shells in all three (3) walls.

2. Recommendations

- a. The deterioration of the South wall is severe and requires replacement of this wall. This will involve temporarily shoring the roof structure, removing the wall headers and jambs down to grade, then rebuilding with new reinforced CMU and hot-dipped galvanized steel headers. The CMU removal and rebuilding shall continue around the Southeast and Southwest corners on the East and West walls approximately four (4) feet.
- b. The remaining East, West, and North walls should have all the cracked mortar joints ground out and tuckpointed, as well as any cracked block removed and replaced with new face shells.

D. Building Maintenance Issues

1. Mechanical

The building is used for vehicle storage and there is the potential for a vehicle to be running while in the garage. This could be problematic because there is no ventilation system present. A ventilation system with an exhaust fan, outside air intake louvers and a vehicle exhaust gas detection system is recommended.

The exposed waste piping below the lavatories should have protective drain-wrap kits installed. The plumbing fixtures and trim could be updated as part of a major building upgrade, but the opportunity for water savings is minimal due to limited use.

The following mechanical systems should be addressed as immediate projects:

- a. Add a ventilation system for the Storage Garage. This will consist of an intake louver, exhaust fan and ductwork, and a vehicle exhaust gas detection system to automatically operate the system when required.
- b. Install drain-wrap kit on exposed waste piping below toilet room lavatories.

The following mechanical systems should be addressed as part of any major facility project:

- a. Update plumbing fixtures and trim.

2. Electrical

The existing electrical service appears to be in satisfactory condition. The existing Square "D" panel is in good condition and circuit breakers are widely available. The surface-mounted devices appear to be in satisfactory condition and will only require replacement if damaged by use. All surface-mounted conduit appears to be in good condition.

The lighting system is currently T-8 fluorescent technology. The lighting fixtures in this building appear to be in good condition and would not need replacing unless LED lighting was considered. The lighting in the office space appears to be in good condition and would be satisfactory unless LED lighting was considered. All lighting in this building is controlled with a manual on/off switch. The current energy code would require occupancy sensors in the office, restroom and locker areas.

The existing exterior building mounted lighting consists of HID lighting that is controlled by a photocell. The fixtures consume larger amounts of energy relative to the LED counterparts and have restrike problems during power loss. It does not appear that there is emergency egress lighting on the exterior of the building.

The following electrical systems should be addressed as part of any major facility project:

- a. Consider replacement of existing fluorescent lights with new LED lighting. The change to the LED lighting system would reduce lamp and ballast replacement.
- b. Install new LED exterior building mounted lighting. Provide an emergency lighting fixture that would provide lighting during loss of power.
- c. Consider providing occupancy sensor in the office, restrooms and locker area. This will enable the Owner to meet the current Minnesota Energy Code.

3. Building Envelope

All roofing is ballasted roofing with a few penetrations. Roofing membrane is pulling on the Southwest corner of the parapet. This area should be removed and new membrane seamed into the roof to repair stretching of membrane.

Paint on exterior is wearing and has peeled in several locations.

The following wall, roof and window areas should be addressed:

- a. Repair roofing membrane stretching at parapet.
- b. Paint exterior.

4. Additional Exterior / Site Issues:

Weeds have grown at base of building in cracks.

There is a small (100 s.f. shed) located at the North of the building that needs repair.

The following additional exterior issues should be addressed:

Bituminous was showing signs of age and cracking. Cracks should be filled and assume replacement in five (5) years.

- a. Remove weeds.
- b. Repair shed on the East.
- c. Fill bituminous cracks.

5. Interior/ Finishes/ Equipment:

The interior of the office and locker/room toilet was very dirty and needs to be cleaned. The office floor/ walls and ceiling should be cleaned.

Hollow metal door and frame needs to be painted at the office and restroom doors.

Hollow metal frame at exterior wall of office needs to be painted.

Office walls need to be cleaned and painted.

Floor paint is peeling in restroom.

The following Interior/ Finishes/ Equipment issues should be addressed:

- a. Clean interior of office and restroom.
- b. Paint hollow metal door and frames at office and restroom and exterior door in office.
- c. Paint Office walls.
- d. Install VCT at restroom floor.

City Hall/ Public Works/ Parks

1. Sprinkler system

A sprinkler system was not provided for all three buildings in this study. There is no code requirement for the installation of a sprinkler system in the three buildings' current condition. However; sprinkler systems are not a large cost considering potential savings in loss of property. Insurance companies typically will cover damage from fire (consult specific insurance policy). If a small or moderate fire occurs without a sprinkler system in place; it is more likely to result in structural damage that can result in a total building loss. Insurance rates have been known to increase to cover the cost of building replacement, so a sprinkler system is recommended in all three buildings. Furthermore; insurance may give incentives or a reduction in rates for the installation of a sprinkler system so it is encouraged to consult your insurance provider when considering a sprinkler system.

E. Photos- Park Building



Building SW corner.



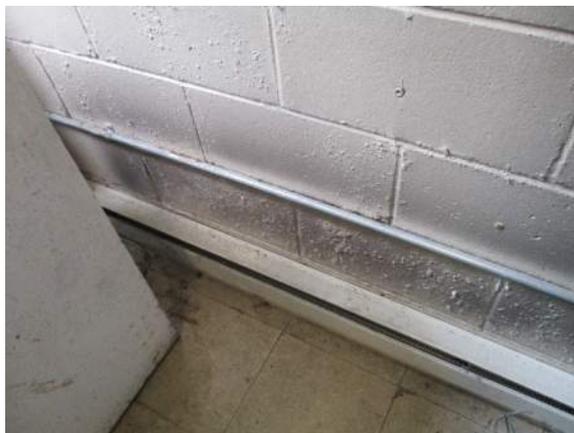
South elevation.



SW corner illustrating need for exterior paint and removing weed growth.



Inside building looking at the North wall.



Calcium deposits (efflorescence) from moisture build up in wall at NW exterior wall inside office.



Shed needing new wood at roof and new metal panel roof.



Wood ships ladders up to storage mezzanines.



Downspouts located on the North.



Unisex toilet.



South CMU wall above overhead door.



Abandoned Propeller



Unit Heater Overhead Infrared Heater



Plumbing Fixtures



Electric Baseboard Heat



Exterior Light Fixture



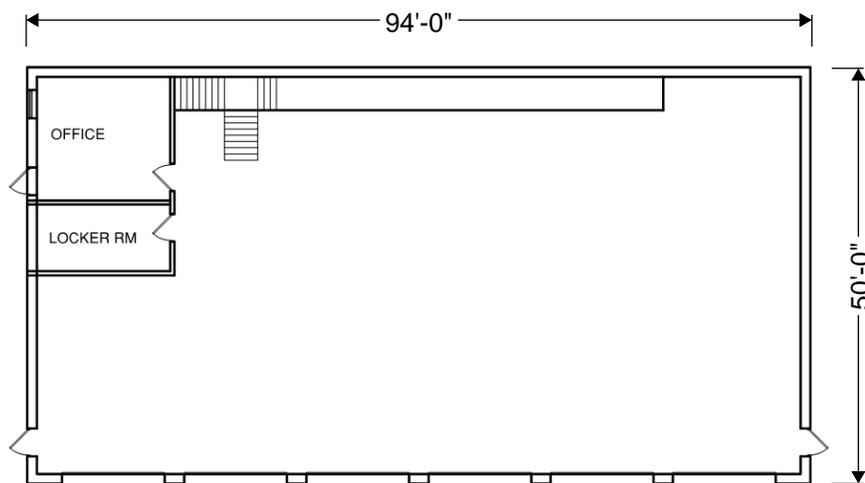
Flammable Waste Trap



Industrial Strip Light Fixture

First Floor Plan: Not to Scale

North ↑



Le Sueur Facility Assessment City Hall/ Police Station
Recommended work

Proposed work	priority		
	(a.) high	(b.) medium	(c.) low
Exterior/ Site Work			
Site Work- East parking lot reconfiguration		\$350,000	
New guardrail/ concrete at SE (associated with parking lot work)		\$4,000	
(1) building expansion-100 sf. Vestibule @ NE		\$40,000	
(1) interior remodel vestibule @ SE		\$30,000	
(5) windows at East		\$7,500	
Aluminum storefront/ door/ glass @ SW corner		\$6,000	
Stone parapet crack caulking repair.		\$200	
Interior Architectural			
Flooring-conference 114 and 115		\$12,000	
Remove wood paneling-replace with gyp in conf 114, 115 and 113.		\$5,000	
ACT in conference 114 115 and 113.		\$7,250	
Wall paint in conf 114, 115 and 113.		\$4,000	
City hall meeting room (conf 114 & 115) door swings		\$15,000	
ACT in corridor 112		\$1,750	
Floor Mats		\$2,000	
Kitchenette 116 remodel- includes lighting/ceiling cabinets		\$60,000	
Cosmetic update in first floor original building restrooms		\$50,000	
Mechanical			
New Air Handling System		\$250,000	
Second hot water pump		\$3,000	
New plumbing fixtures in LL restrooms			\$7,000
Modify police air handling unit	\$3,500		
Fire sprinkler system		\$68,750	
Electrical			
Replace interior lighting with LED throughout			\$75,000
Exterior LED building lighting			\$5,000
Occupancy sensors			\$30,000
Fire alarm system-pull system with horns/strobes			\$35,000
Light poles at East parking lot		\$15,000	
Total	\$3,500	\$931,450	\$152,000
All work Total		\$1,086,950	
General Notes			
1. Costs are high level- based on similar projects. These are not based on actual contractor bids. 2. Costs reflect 2016 costs. 3. Costs do not include design/ engineering fees.			

Le Sueur Facility Assessment Public Works Building

Recommended work

Proposed work	Priority		
	(a.) high	(b.) med	(c.) low
Exterior/ Site Work			
Remove paint (sandblast) install Metal Panel and rigid insulation	\$70,000		
Structural tuckpointing of CMU		\$12,000	
New metal roofing and 2" additional structural rigid board insulation	\$40,000		
Paint parking lines	\$2,000		
Fill cracks in bituminous	\$3,000		
New insulated overhead doors	\$25,000		
Interior Architectural/ Structural			
Re-configure restroom and add women's restroom (includes fixtures/ finishes/ toilet partitions/ plumbing)	\$90,000		
Foundation Pier Restoration	\$20,000		
Slab cutting/replacement associated with flammable waste interceptor			\$40,000
Patch interior concrete slab pitting			\$10,000
ACT & grid at admin area			\$20,000
Remove wood wall paneling & provide gyp- Interior Paint			\$50,000
Mechanical			
Ductwork and controls			\$4,000
Ventilation system for Maint. Shop	\$25,000		
Vehicle tailpipe exhaust	\$10,000		
Flammable waste interceptor & piping	\$10,000		
Install drain wrap kits			\$300
Replace area drains with trench drain			\$8,000
New drinking fountain		\$1,500	
Sensor operated fausects			\$800
Fire sprinkler system			\$14,500
Electrical			
LED interior lighting			\$55,000
LED exterior lighting			\$5,000
Occupancy sensors			\$5,000
Backup generator			\$60,000
Total	\$295,000	\$13,500	\$272,600
All work Total		\$581,100	

General Notes

1. Costs are high level- based on similar projects. These are not based on actual contractor bids.
2. Costs reflect 2016 costs.
3. Costs do not include design/ engineering fees.

Le Sueur Facility Assessment Parks Building

Recommended work

Proposed work	Priority		
	(a.) high	(b.) med	(c.) low
Exterior/ Site Work/ Structural			
Remove paint (sandblast) install Metal Panel and rigid insulation	\$70,000		
Tuck Pointing CMU Exterior East West and North walls		\$12,000	
Remove and replace damaged CMU above OH doors	\$75,000		
Remove weeds			\$200
Repair stretching roofing membrane		\$5,000	
Repair shed on East		\$5,000	
Fill Bituminous cracks		\$4,000	
New insulated overhead doors	\$30,000		
Interior Architectural			
Door and frame paint	\$5,000		
Grab bars at toilet	\$2,000		
VCT restroom floor	\$2,000		
Paint office walls	\$1,000		
Mechanical			
Ventilation system for Mainenance shop	\$20,000		
Drain wrap kits			\$150
Plumbing fixtures			\$2,000
Fire sprinkler system			\$9,400
Electrical			
Interior LED lighting			\$35,000
Exterior LED lighting			\$5,000
Occupancy sensors			\$4,000
Total	\$205,000	\$26,000	\$55,750
All work Total		\$286,750	

General Notes

1. Costs are high level- based on similar projects. These are not based on actual contractor bids.
2. Costs reflect 2016 costs.
3. Costs do not include design/ engineering fees.



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Stacy Lawrence, Communications Director/City Clerk

SUBJECT: City Communications and Marketing Report

DATE: For the City Council Meeting of Monday, October 10, 2016

PURPOSE/ACTION REQUESTED

Receive report on how the city communicates and markets to our community.

SUMMARY

One of the priorities established by the City Council this past January was to receive a report from staff on how the City communicates and markets to our residents.

I have prepared a power point presentation for the meeting on Monday.

RECOMMENDATION

Receive a verbal report on how the City communicates and markets to residents.



CITY OF LE SUEUR
REQUEST FOR COUNCIL ACTION

TO: Mayor and City Council

FROM: Jenelle Teppen, City Administrator

SUBJECT: Consider Amending the City's Personnel Policy to Correct Language

DATE: For the City Council meeting of Monday, October 10, 2016

PURPOSE/ACTION REQUESTED

Consider amending the City's Personnel Policy to correct an oversight made in the recent amendment regarding PTO.

SUMMARY

In August the City Council approved an amendment to the Personnel Policy with respect to a Personal Time Off program.

In the language of that amendment, there was a change made to clarify when a part-time employee earns benefits.

The previous language was: Granted permanent status by the City Administrator and working an average of 30 to 40 hours per week.

I proposed this language: PART TIME EMPLOYEE: An employee who serves in a position which is provided in the budget for more than twenty (20) hours a week but less than forty (40) hours a week for a nonspecific duration

I neglected to change the number of hours in the proposed language to the average of 30 to 40 hours a week. Therefore I ask the Council to approve the following language amendment:

PART TIME EMPLOYEE: An employee who serves in a position which is provided in the budget for more than thirty (30) hours a week but less than forty (40) hours a week for a nonspecific duration.

This will have no effect on any current employees.

RECOMMENDATION

Staff recommends the Council approve this amendment to the Personnel Policy.