



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
February 6, 2018**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: January 23, 2018 Minutes and Summary Minutes
RE: January 2018 Transfers

2. **9:02 a.m. Jeff Neisen, IT Director**
RE: Introduction

3. **9:05 a.m. Claims (5 min)**

4. **9:10 a.m. Nik Kadel, Ditch Inspector (10 min)**
RE: Ditch Update

5. **9:20 a.m. Dave Tiegs, Highway Engineer (5 min)**
RE: Seasonal Bids

6. **9:25 a.m. Joshua Mankowski, Planning and Zoning Administrator (5 Min)**
RE: Public Hearing for Ordinance Change in Steep Slope Definition, Drainage Grant
RE: 2018 Drainage Records Modernization

7. **9:30 a.m. Mike Schultz, SWCD (5 min)**
RE: Memorandum of Understanding for Buffer Enforcement
RE: Dew Drop Trailer Purchase

8. **9:35 a.m. Mike Wiese and Barry LaFreniere, AP (30 min)**
RE: Justice Center Cost Estimate

9. **10:05 a.m. Brett Mason, Sheriff (5 min)**
RE: Motorola Contract
RE: Ancom Contract
RE: 2018 Vehicle Bids

10. **10:10 a.m. Bruce Kimmel, Senior Advisor, Ehlers (10 min)**
RE: Series 2018B Jail Bonds

11. **10:20 a.m. Human Resources (10 min)**

12. **10:30 a.m. Darrell Pettis, County Administrator**
RE: West Jefferson Update
RE: Voting Equipment Grant
RE: Funding Request for MN River Valley Scenic Byway
RE: Dantona Subordination Request

13. **10:40 a.m. CLOSED SESSION**
RE: To develop a labor negotiations strategy per MN Statute 13D.03 Subd.1(b)

14. **Commissioner Committee Reports**

15. **Future Meetings**

16. **Highway Workshop**



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: January 23, 2018 Minutes and Summary Minutes

RE: January 2018 Transfers

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting January 23, 2018

The Le Sueur County Board of Commissioners met in regular session on Tuesday, January 23, 2018 at 9:00 a.m. at the Courthouse in Le Center, Minnesota. Those members present were: Steve Rohlffing, Lance Wetzel, John King and Dave Gliszinski. Brent Christian and Darrell Pettis were also present. Joe Connolly was excused.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the agenda.

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

- Approved the January 16, 2018 County Board Minutes and Summary Minutes
- Approved a gambling application from NWTF Valley Yelpers Chapter

County Attorney Brent Christian appeared before the Board with one item for approval and informed the Board about the process that must be followed if the Board desires to change the County Attorney from a part-time to a full-time County Attorney.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved to continue with the County Attorney position as part time.

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

On motion by Gliszinski, seconded by Rohlffing and unanimously approved, the Board approved to hire Jennifer Blank as a part time Homemaker in Public Health as a Grade 1, Step 1 at \$13.41 per hour, effective February 5, 2018.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to hire Jesse Aland as a full time Help Desk Technician in the Information Technology Department as a Grade 6, Step 1 at \$20.16 per hour, effective January 29, 2018.

The following contracts were approved for the Justice Center Project:

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair to sign a contract with JJD Companies.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair to sign a contract with Greener World Solutions.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair to sign a contract with S&S Concrete and Masonry dba Northland Concrete and Masonry.

On motion by King, seconded by Rohlfig and unanimously approved, the Board approved and authorized the Board Chair to sign a contract with Thurnbeck Steel Fabrication.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved and authorized the Board Chair to sign a contract with Wells Concrete Products.

On motion by Gliszinski, seconded by Rohlfig and unanimously approved, the Board approved to open the County Ditch 54 Public Hearing to take public comment on a possible redetermination of benefits.

Darrell Pettis, County Administrator gave an overview of the ditch.

John Kolb, Attorney with Rinke Noonan reviewed the redetermination of benefits process and was available for questions.

There were five public comments.

On motion by King, seconded by Rohlfig and unanimously approved, the Board approved to close the public comment portion of the hearing.

Mike Schultz with SWCD presented a brief status update of needed repairs on County Ditch 54.

On motion by Rohlfig, seconded by Gliszinski and unanimously approved, the Board approved and authorized the Board Chair to sign an Order Initiating Redetermination of Benefits and Appointing Viewers for County Ditch 54.

On motion by Rohlfig, seconded by King and unanimously approved, the Board approved to close the County Ditch 54 public hearing on a redetermination of benefits.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to open the public hearing regarding the petition from the DNR requesting a modification of County Ditch 54.

John Kolb, Attorney with Rinke Noonan gave an overview of the petition and was available for questions.

Joe Stangel, Area Wildlife Supervisor with Ducks Unlimited gave a presentation on the proposed Sanborn Lake project plans.

Chuck Brandel, Engineer with ISG reviewed the Ducks Unlimited plan and was available for questions.

There were two public comments.

On motion by King, seconded by Rohlfig and unanimously approved, the Board approved to close the public comment portion of the hearing.

On motion by Gliszinski, seconded by King and unanimously approved via roll call 4-0 with Connolly absent, the Board approved and authorized the Board Chair to sign a Findings and Order Granting Petitioned Action and Authorizing Modification of Drainage System on County Ditch 54.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved to close the County Ditch 54 public hearing regarding a petition to modify the ditch.

Commissioner Committee Reports:

Commissioner Rohlfing attended CHB, Park Board and Clubhouse meetings.

Commissioner Gliszinski attended a CHB meeting.

Commissioner King attended CHB and Park Board meetings.

Commissioner Wetzel attended a CHB meeting.

On motion by Rohlfing, seconded by King and unanimously approved, the Board adjourned until Tuesday, February 6, 2018 at 9:00 a.m.

ATTEST:

Le Sueur County Administrator

Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, January 23, 2018

•This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.

- Approved the agenda. (Rohlfing-Gliszinski)
- Approved the consent agenda. (King-Rohlfing)
- Approved to continue with the County Attorney position as part time. (Rohlfing-Gliszinski)
- Approved to hire Jennifer Blank in Public Health. (Gliszinski-Rohlfing)
- Approved to hire Jesse Aland in the Information Technology Department. (King-Gliszinski)
- Approved a contract with JJD Companies. (Rohlfing-Gliszinski)
- Approved a contract with Greener World Solutions. (King-Gliszinski)
- Approved a contract with S&S Concrete and Masonry dba Northland Concrete and Masonry. (Rohlfing-Gliszinski)
- Approved a contract with Thurnbeck Steel Fabrication. (King-Rohlfing)
- Approved a contract with Wells Concrete Products. (Gliszinski-King)
- Approved to open a County Ditch 54 public hearing for redetermination of benefits. (Gliszinski-Rohlfing)
- Approved to close public comments. (King-Rohlfing)
- Approved an Order Initiating Redetermination of Benefits and Appointing Viewers for County Ditch 54. (Rohlfing-Gliszinski)
- Approved to close the County Ditch 54 public hearing for redetermination of benefits. (Rohlfing-King)
- Approved to open a public hearing for a petition from the DNR requesting a modification of County Ditch 54. (King-Gliszinski)
- Approved to close public comments. (King-Rohlfing)
- Approved a Findings and Order Granting Petitioned Action and Authorizing Modification of Drainage System on County Ditch 54. (Gliszinski-King)
- Approved to close the County Ditch 54 public hearing for a petition to modify the ditch. (Rohlfing-King)
- Adjourned until Tuesday, February 6, 2018 at 9:00 a.m. (Rohlfing-King)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 2

9:02 a.m. Jeff Neisen, IT Director

RE: Introduction

Staff Contact:



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 3

9:05 a.m. Claims (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 4

9:10 a.m. Nik Kadel, Ditch Inspector (10 min)

RE: Ditch Update

Staff Contact:

Le Sueur County Ditch Report: 2/1/18 ■=New ■=Closed white=current ■= In Review

Drainage	DB Repair #	Date Received	Township	Section	Landowner	Person Requesting Repair	Problem/Proposed Work	Contractor	Cost Estimate	Start Date	Project complete Date	Final Bill Invoice	Notes
CD15	16-033	10/18/2016	Kilkenny	22	MCGILLEN,JOHN E & PAMELA K	MCGILLEN,JOHN E & PAMELA K		Barnette		12/23/2016			Barnettes will be removing beaver dams. While they clean the ditch.
CD15	17-011	3/24/2017	Kilekenny	22	McGILLEN,JOHN E & PAMELA K	mcGILLEN,JOHN E & PAMELA K	Asked for a general cleanout around his property.	Barnette	5950	4/1//2017			Waiting for them to clean it out.
CD16	16-037	11/1/2016	Montgomery	18	TRINKA,BETTY A		Culvert is failing, needs field review.						Culvert needs cleaning around it
CD16	16-040	11/3/2016	Lexington	13	NYTES,JAMES L & RUTH A		clean out to the lake. Need DNR permits to proceed. Water control structure?						waiting on DNR water permit
CD16	16-041	11/3/2016	Montgomery	18	TRINKA,BETTY A		clean out, need DNR permits, control structure?	Selly?	20566.4				Waiting for dnr permits
CD21	16-007	4/25/2016	Lexington	28		Joe Schloesser	washing out next to culvert in driveway						Sent letters, no response
CD23	16-024	9/29/2016	Lexington	20	WIELAND,ROBERT A & CYNTHIA		washouts due to heavy rain. side inlets? ditch plugged						Did a ditch inspection on about half the ditch. It's going to need a lot of work and a redetermination. Having a meeting with board about how to proceed.
CD23	16-044	11/14/2016				Don Westerman	Don Westerman wants the outlet structure for marks lake repaired before any ditch clean out takes place. Site needs to be visited and photos taken winter of 2016-17.						drop inlet structure needs replacment.
CD23	17-042	42940	Lexington	14	David, William B	David, William B	Culvert and crossing condition and history.	Selly					4.5 diameter culvert, landowner wants to extend the culvert, will have to wait until crops come off to have project done.
CD26	17-039	42912	Lexington	30	BlaSCHKO,DANIEL L	Henery Macho/ operator mike	Ditch clean	Shannon Kotasek		11/1/2017		\$ 7,420.60	fall cleanout once crops are off
CD28	17-023	4/26/2017	Derrynane	10	Woestehoff, David J & Krista	Woestehoff, David j & Krista	Collapsing culvert, cannot safely get equipment over crossing.	Selly		5/17/2017	11/30/2017	\$ 5,980.00	finished.
CD31	16-055	42709			JAHN,BRIAN C FAMILY LP	john Widmer	where 31 and 44 meet is clogged with grass.						I inspected this and water seems to be flowing fine. CD44 will need cleaning in a year or two.

Le Sueur County Ditch Report: 2/1/18 ■=New ■=Closed ■=current ■= In Review

CD34	17-037	6/26/2017	Sharon	11	Tiede, Dale L & Patrica Ann	Tiede, Dale L & Patrica	Needs general cleaning, sloughs and nees inspection north of the area too.	Zimmerman		10/20/2017	10/28/2017	\$ 10,305.00	cleaned from the road north of Pioneer power all the way south.
CD38	17-010	42817	Kilkenny	26	Braun, Josephine ann	Jerome Miller	Water backing up along a few culverts back in the wetlands.	Zimmerman	\$21,000	Jul-17	8/25/2017	\$ 22,445.00	Replaced 3 culverts and reshaped spur 3. and cleaned the main ditch. Still have to seed the CRP.
CD40	16-061	42725	Montgomery	22	BAUER, LEROY O & BONNIE	BAUER, LEROY O & BONNIE K	LO stopped in saying lots of sloughing and erosion along his land and further along the ditch						Land owner spread spoil on his own, I let him know he could be paid for his work but he was not interested.
CD40	17-004	1/12/2017	Montgomery	26	KORBEL, DALE & ALICIA	Dan Gregor	Banks are sloughing from excess rains and water						Need to site inspection for work
CD40	16-014	9/21/2016	Montgomery	28	KRAUTKREMER, DENNIS		Ditch has been cleaned out and install a 30' culvert	Havel					Land was too wet to finish cleaning by havel.
CD40	17-003	1/4/2017	Montgomery	28	WENKER, JOHN D & THERESA	Krautkramer	needs ditch clean out	Havel	7000				in progress
CD41	17-043	1/24/2017	Lexington	30	Beer, George	Jerry Cooney	Tile failing, Water siting in the field not draining in the culvert.						Tile collapsed, having it looked at by ISG and a meeting on Dec. 7th
CD43	17-007	2/3/2017	Lexington	21	MORAVEC, JACQUELYN M		water not being able to get into Tyler lake						Tyler lake has been looked at waiting on DNR to provide results of OWL. To see if we can clean into the lake.
CD44	16-035	10/20/2016	Lanesburgh	20	TIEDE, RUSTY & NANCY	Rusty Tiede	Rusty Tiede called in to office describing water backing up in Main of CD#44. Problem he said appears to be downstream.						CD 44 needs inspection for a few problems
CD44	16-054	11/30/2016	Lanesburgh	7	JAHN, BRIAN C FAMILY LP	John Widmer	plugged with grass at the point where 31 and 44 meet up.						
CD45	16-048	42695	Derrynane	33	BLASCHKO, DANIEL L	BLASCHKO, DANIEL L	sloughing 40 yards from road. NE side of 221	zimmerman					being taken care of during the zimmerman clean.
CD45	17-029	42883	Derrynane	34	Binczik, Dianne C	Rusty Tiede	Culvert crossing is being washed out, culvert is good but crossing is too small to get equipment across. Culvert is inverted 6 inches from elevation shots taken. Needs to be put back to level grade.	zimmerman					This was done with the zimmerman project.
CD45	17-050	11/17/2017	Derrynane	26	Binczik, Thomas	Binczik, Thomas	Beaver dam blocking up a culvert.	Selly				\$ 5,452.50	

Le Sueur County Ditch Report: 2/1/18 ■=New ■=Closed white=current ■= In Review

CD45	17-047	10/3/2017	Lexington	3	Tiede, Leroy & doris	Rusty Tiede	Ditch clean, beaver dame removal, culvert lower/ crossing repair and sloughing repair.	Zimmerman	\$ 22,910.00	11/20/2017	12/1/2017	\$ 22,910.00	this is all Cd45 project put into one. So this is the price for all the projects of CD45.
CD46	16-025	2016-09-29	Montgomery	28	KRAUTKREMER,GENE O & LINDA C		Culvert in Disrepair. Rotting out.	Havel					culvert installed need invoice.
CD51	17-006	2/2/2017	Cordova	5	Rich acres inc	Anthony Beers/ Mike	Check to see if needs ditch cleaning	Selly	\$ 17,000.00	11/1/2017	11/26/2017	\$ 18,835.00	need invoice, partially paid.
CD53	17-038	6/26/2017	Lexington	7	Mager, Clarence A & Debra J	Dale tiede	Ditch cleaning and culvert removal	Zimmerman		11/1/2017	11/18/2017	\$ 20,025.00	Cleaned the entire ditch and pulled a culvert.
CD57	17-051	43069	Kilkenny	3	Brockway, Richard & kathleen	Brookway, Richard & Kathleen	Beaver dams and beaver problems, going to trapp before clearing dams.	Rollings					We have a trapper out ther along the ditch now.
CD58	17-012	3/28/2017	Cleveland	34	Steve Matejcek	Steve Matejcek	Wants ditch cleaned all the way to the lake.	Shannon Kotasek				\$ 2,148.25	Got the go ahead to clean to lake henry for fall clean! Need contractor and send out letters to land owners.
CD58	17-018	4/19/2017	Cleveland	29	Struck, Gerald A	Lynn Loeffler	Slough in ditch holding back water, a stuck prop?	Shannon Kotasek				\$ 1,218.10	cleaned part of ditch and removed obstruction.
CD59	16-017	9/23/2016	Elysian	3	Domonoske, Donald & Judy	Domonoske, Doanld & Judy	Asked about this same are again, will have to inspect in the spring for a clean out.						This stretch was attempted last year but it was too wet. Land owner asked for it to be looked at again. 10/2017
CD60	17-049	8/25/2017	Cleveland	2	McCabe, Barbara		Steel culvert has been eroding away and needs to be straightened for the county ditch. Also the cement bindings have broke apart which have created a big sink hole near the highway 99.	Selly		11/1/2017	11/20/2017	\$ 18,078.10	Staightened the culvert to the county ditch so there wont be such a huge bank. Installed bindings on the cement part so it wont come apart.
CD61	16-013	9/20/2016	Cordova	23	THEIS,JOHN L & CANDI L	David Novotny	Find where the tile has been plugged or blown out, repair that area to get water flowing again, were told to get a cost estimate before work could be done	Pat Traxler		3/31/2017			Traxler Thinks the problem is the tile in the easment land on the McGillen land. Will have to look into it in the future. Waiting on invoice!

Le Sueur County Ditch Report: 2/1/18 ■=New ■=Closed white=current ■= In Review

CD61	17-021	4/21/2017	Cordova	23	McGILLEN,JOHN E & PAMELA	David Novotny	Tile Holding back water. Needs to be replaced or fixed.						having ISG make an engineering report for the county to replace county tile.
CD61	17-046	9/11/2017	Cordova	23	McGILLEN,JOHN E & PAMELA K	david Novotny	Clean open ditch for fall.						Did inspection waiting until after meeting to do work.
CD62	17-040	7/11/2017	Lanesburgh	15	Picha, Constance	Jeff Landsberg	Crossing washing out from culvert starting at railroad.	selly		7/11/2017	11/20/2017	\$ 3,690.00	Problems with railroad, crossing washed out, just replace county culvert and seperated it from railroad.
CD63	17-009	2017-15-3	Montgomery	35	Trcka, Steve & Theresa	Mark Chicoine	Needs inspections for cleaning, there is sloughing.						needs inspection. Holding off work
CD64	17-053	12/13/2017	Cordova	20	Chadderdon, Orbbe	Norman Schmidt	Beaver dams blocking up ditch						I have ran parts of this ditch and could not find any dams. I will run the ditch this spring.
JD4 SCOTT	16-058	12/12/2016	Tyrone	1	LINDEMAN,LLOYD	Lyle Wagner	Lyle wagner stopped in saying that he and a few neighbors think the ditch will have to be cleaned out						Needs inspection this spring.
JD5 RICE	17-002	1/3/2017	Kilkenny	10	SCHULTZ,JERRY L	ken kline	In the Cannon River section of killkenny, below Dora. Need to ok with DNR and Knish. the Bill should be split equally between JD5, CD40, CD57 and CD63- these are backed up by beaver dams with in the area.						needs action.
JD15 BE	17-008	2/16/2017	Washington	14	MCCARTHY,JAMES R	Mark Krenik	ditch clean out.	zimmerman				5500	Ditch has had inspection and found out that there is a joint survey going on. Waiting for redetermination and survey to be done.



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 5

9:20 a.m. Dave Tiegs, Highway Engineer (5 min)

RE: Seasonal Bids

Staff Contact:



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 6

9:25 a.m. Joshua Mankowski, Planning and Zoning Administrator (5 Min)

RE: Public Hearing for Ordinance Change in Steep Slope Definition, Drainage Grant

RE: 2018 Drainage Records Modernization

Staff Contact:

LE SUEUR COUNTY PLANNING AND ZONING COMMISSION
February 6, 2018

TO: LE SUEUR COUNTY BOARD OF COMMISSIONERS

FROM: LE SUEUR COUNTY PLANNING AND ZONING COMMISSION

SUBJECT: "REQUEST FOR ACTION"

ITEM #1: LE SUEUR COUNTY ZONING ORDINANCE

The Planning Commission recommends your approval to amend the Le Sueur County Zoning Ordinance pertaining to **Buildable Lot Area** definition. **Buildable Lot Area**, as defined in Section 4 of the Ordinance, is proposed to be amended to the following: The portion of a lot or parcel remaining after the deletion of floodplain, wetlands, bluffs and/or below ordinary high water level.

Staff recommends amending the Le Sueur County Zoning Ordinance pertaining to **Buildable Lot Area** definition.

ACTION: ITEM #1: _____

DATE: _____

COUNTY ADMINISTRATOR'S SIGNATURE: _____

**Le Sueur County Planning and Zoning Commission
88 South Park Ave
Le Center MN 56057
(507) 357-8538**

**PUBLIC NOTICE
BOARD OF COUNTY COMMISSIONERS**

Notice is hereby given that at **9:25 AM, on Tuesday, February 6, 2018** the Le Sueur County Board of County Commissioners will hold a public hearing at the Le Sueur County Courthouse, Commissioner Board Room, located at 88 South Park Ave, Le Center, MN 56057.

The purpose of the public hearing is to hear testimony from interested parties in regards to amending the definition of “Buildable Lot Area” as defined in Section 4 of the Le Sueur County Zoning Ordinance.

Copies of the proposed change is available for review during normal working hours Monday through Thursday 8:00 AM to 4:30 PM, and Fridays 8:00 AM to 4:00 PM at the Le Sueur County Environmental Services building and at the Le Sueur County Auditor’s office. The proposed Ordinance revision is also available for review on the Le Sueur County website, under the Environmental Services Department.

APPLICANT OR REPRESENTATIVE MUST BE PRESENT IN ORDER FOR THE APPLICATION TO BE HEARD.

JOSHUA MANKOWSKI, LE SUEUR COUNTY PLANNING & ZONING ADMINISTRATOR
MICHELLE R. METTLER, ASSISTANT PLANNING & ZONING ADMINISTRATOR

The proposed buildable lot area definition is proposed to eliminate steep slope from the definition.

BUILDABLE LOT AREA - The portion of a lot or parcel remaining after the deletion of floodplain, wetlands, bluffs ~~or steep slopes~~ and/or below ordinary high water level.

SECTION 4. RULES AND DEFINITIONS

SUBDIVISION 1. PURPOSE

A. WORD USAGE

For purposes of this Ordinance, words used in the present tense shall include the future; words in the singular shall include the plural, and the plural the singular; the word "lot" shall include the word "plot" and the word "shall" is mandatory and not discretionary.

B. PERMITTED USES

1. Permitted uses of land or structures, as hereinafter listed, shall be allowed in the districts indicated under the conditions specified. No structure or land shall be devoted to any use other than a use permitted hereinafter in the zoning district in which such structure or land shall be located, except for the following exceptions:
 - a. Uses lawfully established prior to the effective date of this Ordinance.
 - b. Conditional Uses allowed in accordance with Subdivision 1.C of this Ordinance.
 - c. Essential services erected, constructed, altered, or maintained by public utilities or by governmental departments or commissions, subject only to the permit requirements as set forth in this Ordinance.

C. CONDITIONAL USES

Conditional Uses of land or structures, as hereinafter listed, may be allowed in the districts indicated, subject to the issuance of Conditional Use Permits, in accordance with the provisions of this Ordinance. Whenever a conditional use is named as a major category, it shall be deemed to include all and only those itemized uses listed.

D. SIGNIFICANT DATES:

(TABLE ON NEXT PAGE)

Ordinance or Amendment	Effective Date	Summary
Primary and Alternative SSTS Sites	January 23, 1996	Building Sites created after date must have sufficient area for a minimum of two (2) subsurface sewage treatment systems
Nonconforming Structures and Land Uses in Floodway and Flood Fringe District	July 6, 1999	Lawful nonconforming structures and uses may continue with conditions set forth in Section 24 of this Ordinance
Lot of Record	July 9, 2009	See Definition
New or Expansion of Feedlots	June 10, 2010	New or expansion of feedlots shall conform to current Section 16 standards and Minnesota Administrative Rules
Existing Building Sites	June 18, 1996	See Definition

SUBDIVISION 2. DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this Ordinance its most reasonable application. For the purpose of this Ordinance the words “must” and “shall” are mandatory and not permissive. All distances, unless otherwise specified, shall be measured horizontally

ADULT USES - A use, business or establishment, including but not limited to, adult bookstores, adult motion picture theaters, adult picture rental, adult mini-motion picture theaters, adult massage parlors, adult steam room/bathhouse/sauna facilities, adult companionship establishments, adult rap/conversation parlors, adult health/sport clubs, adult cabarets, adult novelty businesses, adult motion picture arcades, adult modeling studios, adult hotels/motels, adult body painting studios, and other premises, enterprises, establishments, businesses or places open to some or all members of the public, at or in which there is an emphasis on the presentation, display, depiction or description of specified sexual activities or specified anatomical areas which are capable of being seen by members of the public.

ADULT USES, ACCESSORY - A use, business or establishment having ten (10) percent or less of its stock in trade or floor area allocated to, or twenty (20) percent or less of its gross receipts derived from movie rentals or magazine sales.

ADULT USES, PRINCIPAL - A use, business or establishment having more than ten (10) percent of its stock in trade or floor area to, or more than twenty (20) percent of its gross receipts derived from movie rentals or magazine sales.

AGENCY - The Minnesota Pollution Control Agency (MPCA) as established in Minnesota Statutes, Chapter 116.

AGGREGATED PROJECTS - Aggregated projects are those which are developed and operated in a coordinated fashion, but which have multiple entities separately owning one or more of the individual WECS within the larger project. Associated infrastructure such as power lines and transformers that service the facility may be owned by a separate entity but are also included as part of the aggregated project (Minnesota County Model Wind Ordinance)

AGRICULTURAL BEST MANAGEMENT PRACTICES (BMP) - An agricultural BMP is broadly defined as an economically sound practice that is capable of minimizing nutrient contamination of surface and ground waters. Specific BMP practices are described in Minnesota Extension Service Bulletins AG-FO-6125, AG-FO-6127 and AG-FO3553.

AGRICULTURE - The use of land for agricultural purposes, including farming, dairying, pasturage agriculture, horticulture, floriculture, viticulture, and animal and poultry husbandry and the necessary accessory uses for packing, treating or storing the agricultural product provided, however, that the operation of any such accessory uses shall be secondary to that of primary agricultural activities.

AGRICULTURE, VALUE ADDED - An agriculture product in which value is added to an agriculture crop, poultry, or livestock grown on a site owned or operated by the applicant by the process of changing, combining or transforming its original state to a more valuable state.

ANIMAL CREMATORIUM - A place in which deceased animals are cremated through the use of properly installed and certified apparatus.

ANIMAL, DOMESTIC PETS - Dogs, cats, birds and similar animals kept in a residence. Animals considered wild, exotic, or non domestic, such as lions, bears, wolves, and similar animals, shall not be considered domestic pets.

ANIMAL FEEDLOT - A lot or structure or combination of lots and structures intended for the feeding, breeding, raising, or holding of animals and specifically designed as a structure or area in which animals may accumulate, or where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosure. Open lots used for the feeding and rearing of poultry (poultry ranges) shall be considered to be animal feedlots. Pastures shall not be considered animal feedlots.

ANIMAL FEEDLOT, CERTIFICATE OF COMPLIANCE - A letter from the Agency or the County Feedlot Officer to the owner of an animal feedlot stating that the feedlot meets the Agency standards, and that the livestock operation does not create or maintain a potential pollution hazard, or if a potential pollution hazard existed, it has been corrected to meet the Agency requirements.

ANIMAL FEEDLOT, CHANGE IN OPERATION - An increase beyond the permitted maximum number of animal units, or an increase in the number of animal units which are confined at an unpermitted animal feedlot requiring a construction investment, or a change in the construction or operation of an animal feedlot that would affect the storage, handling, utilization, or disposal of animal manure.

ANIMAL FEEDLOT, EXISTING - An animal feedlot that has been utilized for livestock production within the past five (5) years.

ANIMAL FEEDLOT, EXPANSION OF AN EXISTING - Increasing production capacity by addition of structures used to contain animals.

ANIMAL FEEDLOT, MANURE STORAGE AREA OR FACILITY - An area or facility associated with an animal feedlot where animal manure or runoff containing animal manure is stored until it can be utilized as domestic fertilizer or removed to a permitted animal manure disposal site. Animal manure packs or mounding within the animal feedlot shall not be considered to be manure storage for these regulations.

ANIMAL FEEDLOT, MODIFICATION OF AN EXISTING - Conversion or remodeling of an existing structure used for livestock production. The conversion or remodeling will not result in increased production capacity.

ANIMAL FEEDLOT, NEW - An animal feedlot constructed and operated at a site where an animal feedlot did not previously exist or where a preexisting animal feedlot has been discontinued or unused for live-stock production for five (5) years or more.

ANIMAL FEEDLOT, OFFICER - An individual, appointed by the Board of County Commissioners to receive, review and process animal feedlot permit applications.

ANIMAL FEEDLOT, OPERATOR/OWNER - An individual, corporation, group of individuals, partnership, joint venture, owner or any other business entity having charge or control of one or more livestock feedlots, poultry lots or other animal lots.

ANIMAL FEEDLOT PERMIT, INTERIM - A permit issued by the county and, when required, the Agency which expires no later than ten (10) months from the date of issuance, identifying the necessary corrective measures to abate potential pollution hazards.

ANIMAL FEEDLOT PERMIT, STATE - A State Animal Feedlot Permit is issued when an identified potential pollution hazard cannot be corrected within a ten (10) month period because the solution is not technically or economically feasible, or the manure is not used as a domestic fertilizer.

ANIMAL FEEDLOT, POTENTIAL POLLUTION HAZARD - A condition which indicates a potential for pollution of the land or waters of the state including, but not limited to:

1. An animal feedlot or manure storage area whose boundaries are located within shoreland or floodplain, or are located in an area draining directly to a sinkhole or draining to an area with shallow soils overlaying a fractured or cavernous rock, or are located within one hundred (100) feet of a water well; or
2. An animal feedlot or manure storage area whose construction or operation will allow a discharge of pollutants to surface or groundwater of the state in excess of applicable standards, including, but not limited to, MN Rules Chapters 7050 and 7055, during a rainstorm event of less magnitude than the twenty five (25) year, (4.9 inches), twenty four (24) hour event, or will violate any applicable state rules.

ANIMAL FEEDLOT, SUITABLE AREA - The area remaining on a lot or parcel of land that is capable of sustaining animal units after land defined as bluffs, steep slopes, wetlands, and land below the ordinary high water level are subtracted.

ANIMAL HOSPITAL AND VETERINARY CLINIC - A facility maintained by or for the use of a licensed veterinarian in the diagnosis, treatment, or prevention of animal diseases and where animals may be boarded for their treatment.

ANIMAL MANURE - Poultry, livestock, or other animal excreta or a mixture of excreta with feed, bedding, or other materials.

ANIMAL SHELTER - A facility used to house or contain stray, homeless, abandoned, or unwanted animals and that is owned by a private citizen, public body, humane society or other non-profit organization devoted to the welfare, protection, and humane treatment of animals.

ANIMAL UNIT - A unit of measure used to compare differences in the production of animal manures that employs as a standard the amount of manure produced on a regular basis by a slaughter steer or heifer.

ANTENNA - Any structure or device used for the purpose of collecting or radiating electromagnetic waves, including but not limited to directional antennas, such as panels, microwave dishes, and satellite dishes, and omni-directional antennas, such as whip antennas.

ANTIQUA STORE - A place offering antiques for sale. An antique, for purposes of this Ordinance, shall be a work of art, piece of furniture, decorative object, or the like, of or belonging to the past, at least thirty (30) years old.

APPLICANT - A person, property owner, or entity that submits an application for a permit, development approval, or land use action which includes but not limited to a variance, conditional use permit, rezoning, ordinance amendment, or plat.

APPLICATION DEADLINE - The date, as established by the Department, by which an applicant must submit an application for consideration by the Planning and Zoning Advisory Commission or the Board of Adjustment.

AS-BUILTS - A construction drawing prepared after completion of a project which depicts the site as it has been actually constructed. An As-Built may include structures, parking and topographic elevations.

AUTOMOBILE WRECKING - See Junk/Salvage Yards.

AVERAGE DAILY TRIP - The average number of vehicles using a traveled way for a 24-hour period determined by dividing the total number of vehicles for a stated period by the number of days in that time period. In calculating vehicle trips, trucks with trailers shall be adjusted to a passenger car equivalent.

BASEMENT - Any area or a structure, including crawl spaces, having its floor or base subgrade (below ground level) on all four sides, regardless of the depth of excavation below ground level.

BEACH SAND BLANKET - An amount of sand allowable by County and State regulations that is placed on a lakeshore to make a beach area.

BED AND BREAKFAST INN - An owner-occupied dwelling unit where short-term lodging rooms with or without meals, are provided for compensation.

BLOCK - An area of land within a subdivision that is entirely bounded by streets, or by streets and the exterior boundary or boundaries of the subdivision, or a combination of the above with a river or lake.

BLUFF - A topographic feature such as a hill, cliff, or embankment in which the slope rises at least fifteen (15) feet from the toe of the bluff to the top of the bluff and the grade of the slope from the toe of the bluff to the top of the bluff averages 18 percent or greater. The percent of the slope is defined as the change in elevation (rise) over a distance (run).

BLUFF, TOE - The toe of the bluff shall be determined to be the lower end of the lowest ten (10) foot segment that exceeds eighteen (18) percent slope.

BLUFF, TOP - The top of the bluff shall be determined to the upper end of the highest ten (10) foot segment that exceeds eighteen (18) percent.

BLUFF IMPACT ZONE - Land located within 30 feet from the top or toe of a bluff.

BOARD OF COUNTY COMMISSIONERS - Le Sueur County Board of Commissioners.

BOAT HOUSE - A structure for storage of boat or lake sporting and recreational equipment.

BUILDING - See Structure

BUILDABLE LOT AREA - The portion of a lot or parcel remaining after the deletion of floodplain, wetlands, bluffs ~~or steep slopes~~ and/or below ordinary high water level.

CABIN - A structure used seasonally or intermittently as a single-family dwelling.

CALCAREOUS FENS - Calcareous fens, a rare type of wetland as identified by the commissioner by written order published in the State Register, are regulated under the WCA but the responsibility for their regulation is assigned to the DNR and which may not be filled, drained, or otherwise degraded, wholly or partially, by any activity, unless the Commissioner, under an approved management plan, decides some alteration is necessary, as defined in MN Statutes, §103G.223.

CAMPER - See Travel Trailer.

CAMPGROUND - An area of property used on a daily, nightly or weekly basis upon which a tent, pickup camper, motor home, pop-up camper, or trailer, made for camping where proper sanitation facilities and spacing of camp units are provided and maintained.

CANDELAS PER SQUARE METER (cd/m²) - The standard unit of luminance (*also called NITS*). 1 CDM is equal to 1 NIT.

CARTAGE AND EXPRESS FACILITIES - A facility which receives packages and materials from another customer and transports those packages and materials to another location.

CHURCH - A structure that is used for the assembling of people for religious purposes.

CLASS V INJECTION WELL - A shallow well used to place a variety of fluids directly below the land surface. This includes SSTs that are designed to receive sewage or nonsewage from a two-family dwelling or greater or receive sewage or nonsewage from another establishment that serves more than 20 persons per day. The US Environmental Protection Agency and delegated state groundwater programs permit these wells to inject wastes below the ground surface provided they meet certain requirements and do not endanger underground sources of drinking water. Class V motor vehicle waste disposal wells and large-capacity cesspools are specifically prohibited (see 40 CFR Parts 144 & 146).

CLUSTER DEVELOPMENT - A pattern of subdivision development which places housing units into compact groupings while providing a network of commonly owned or dedicated open space.

CLUSTER SYSTEM - A wastewater collection and treatment system under some form of common ownership that collects wastewater from two or more dwellings or structures and conveys it to a treatment and dispersal system located on an acceptable site near the dwellings or structures.

COMMERCIAL BUSINESS - The selling or vending of any good or service including but not limited to food, beverages, souvenirs, craft items, repair or rental services, or any other salable item or service.

COMMERCIAL GRAIN ELEVATOR - A facility with a group of structures and grain storage facilities that purchases grain from agricultural producers. The facility stores and at times may process grain on site before transporting grain off site.

COMMERCIAL GRAIN STORAGE - A facility with a group of structures and grain storage facility that is used by agricultural cooperative or agribusiness.

COMMERCIAL RECREATIONAL AREA, INDOOR - Recreational uses conducted indoors, including; but not limited to, archery, miniature golf, firing ranges, paintball, laser tag, motorized cart tracks, water parks, and similar uses.

COMMERCIAL RECREATIONAL AREA, OUTDOOR - Recreational uses conducted outdoors, including; golf driving ranges (not associated with a golf course), archery, miniature golf, firing ranges, paintball, laser tag, motorized cart tracks, water parks, amusement parks, and similar uses.

COMMERCIAL USE - The principal use of land or structures for the sale, lease, rental, or trade of products, goods, and services.

COMMISSIONER - Minnesota Commissioner of Natural Resources.

COMMUNITY CENTER - A place, structure, area, or other facility used for and providing religious, fraternal, social, and/or recreational programs generally open to the public and designed to accommodate and serve significant segments of the community.

COMMUNITY WATER AND SEWER SYSTEMS - Utilities systems serving a group of structures, lots, or an area of the County with the design and construction of such utility systems as approved by the County Engineering Department and the State of Minnesota.

COMPLIANCE INSPECTION - An evaluation, investigation, inspection, or other such process for the purpose of issuing a certificate of compliance or notice of noncompliance.

CONDITIONAL USE - A land use or development as defined by this Ordinance that would not be appropriate generally but may be allowed with appropriate restrictions as provided by official controls upon a finding that certain conditions as detailed in this Ordinance exist, the use or development conforms to the comprehensive land use plan of Le Sueur County, and the use is compatible with the surrounding area.

CORNER LOT - A lot situated at the junction of and fronting on two (2) or more roads or highways.

CORRECTIVE ACTION - Any action required by the Department to ensure compliance or conformance with this Ordinance and State regulations.

CORRECTIVE OR PROTECTIVE MEASURE - A practice, structure, condition, or combination thereof which prevents or reduces the discharge of pollutants from an animal feedlot to a level in conformity with Agency rules.

COUNTRY CLUB - A golfing club equipped with a golf course and a club house.

COUNTY - Le Sueur County, Minnesota.

DEADLINE DATE - The date as established by the Department in reference to an application for the Planning and Zoning Advisory Commission or the Board of Adjustment .

DECK - A horizontal, unenclosed platform with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site and which exceeds thirty-two (32) square feet.

DEPARTMENT - The Le Sueur County Environmental Services Department.

DEPTH OF LOT - The mean horizontal distance between the mean front street and the mean rear property line. The greater frontage of a corner lot is its depth, and its lesser frontage is its width.

DEPTH OF REAR YARD - The mean horizontal distance between the rear structure line and the rear property line.

DESIGN FLOW - The daily volume of wastewater for which an onsite/cluster system is designed to treat and discharge.

DEVELOPMENT - Any building, construction, renovation, mining, extraction, dredging, filling, excavation, or drilling activity or operation; any material change in the use or appearance of any structure or in the land itself; the division of land into parcels; any change in the intensity or use of land, such as an increase in the number of dwelling units in a structure or a change to a commercial or industrial use from a less intensive use; any activity that alters a shore, beach, seacoast, river, stream, lake, pond, canal, marsh, dune area, woodlands, wetland, endangered species habitat, aquifer or other resource area, including coastal construction or other activity.

DIRECT LINE OF FIRE - For the purposes of Outdoor Firing Ranges this is the straight horizontal line from the muzzle of a weapon in the direction of the axis of the bore, just prior to firing.

DISTRICT - A section of the County for which the regulations governing the height, area, use of structures and premises are the same.

DNR, SCENIC TRAIL - That strip of land one hundred (100) feet wide which was formerly the Chicago and North Western railroad that extends from the Rice County line on the east (Waterville Township) to the Blue Earth County line on the west (Elysian Township).

DOMESTIC FERTILIZER - For the purposes of this Ordinance domestic fertilizer means animal manure that is put on or into the soil to improve the quality or quantity of plant growth; or animal manure that is used as compost, soil conditioners, or specialized plant beds.

DOMESTICATED FOWL - Any domesticated bird, including, but not limited to, chickens, turkeys, waterfowl, ratites, and game birds.

DUPLEX, TRIPLEX, AND QUAD - A dwelling structure on a single lot, having two, three, and four units respectively, being attached by common walls and each unit equipped with separate sleeping, cooking, eating, living and sanitation facilities.

DWELLING UNIT - Any structure or part thereof which is designed or used exclusively for residential purposes by one or more human beings, either permanently or transiently; short or long term living quarters for one or more persons, including rental or time-share accommodations such as motel, hotel, cabins, and resort rooms are considered dwelling units. A recreational vehicle, travel trailer, or tent shall not be considered a dwelling for the purposes of this Ordinance.

DWELLING, MULTIPLE - A dwelling designed for or occupied by two (2) or more families.

DWELLING, SINGLE FAMILY DETACHED - A dwelling structure designed for or occupied exclusively by one (1) family, not attached to another dwelling, meeting all of the following standards:

1. A permanent masonry or concrete foundation extending below frost level,
2. A minimum of seven hundred sixty (760) square feet of floor area on the ground floor,
3. The minimum dwelling width excluding porches, decks, or other similar attachments shall be twenty (20) feet except in the cases of temporary dwellings.
4. Open space on the same lot to surround dwelling.

DWELLING SITE - A designated location for residential use.

DWELLING SITE, PERMITTED - A site that was permitted by the Department for a single-family dwelling.

DWELLING, TEMPORARY - Temporary dwellings are defined as manufactured homes that are less than twenty (20) feet wide, excluding decks or entry vestibules, and not on a permanent foundation. All manufactured homes shall bear a State seal as verification of construction and inspection to ANSI A119.1 standards during original construction (issued for manufactured homes built between July 1, 1972 to June 14, 1976) or, for manufactured homes built after that date a Federal seal in accordance with HUD CFR 3280 Construction Standards.

EASEMENT - A grant by a landowner for the use of a parcel of land for the purpose of construction and maintaining utilities, including but not limited to sanitary sewers, water mains, electric lines, telephone lines, storm sewer or storm drainage ways and gas lines.

EQUAL DEGREE OF ENCROACHMENT - A method of determining the location of floodway boundaries so that flood plain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.

ESSENTIAL SERVICES - Overhead or underground electrical, gas, steam or water transmission or distribution systems and structures; or collection, communication, supply or disposal systems and structures, used by public utilities or governmental departments or commissions; or as are required for protection of the public health, safety or general welfare, including towers, poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, and accessories in connection therewith, but not including structures.

EXISTING BUILDING SITE - A permitted dwelling site or an area that has an existing access to a public road right of way and at least one of the following is presently on the premises: a windbreak, water well, accessory structures or a dwelling. In addition, the area must be non-cultivated and have existed prior to June 18, 1996.

EXTRACTION PIT - Any artificial excavation of the earth exceeding fifty (50) square feet of surface area or two (2) feet in depth, excavated or made by the removal from the natural surface of the earth, of sod, soil, sand, gravel, stone or other natural matter; or made by turning, or breaking or undermining the surface of the earth. Excavations ancillary to other construction of any installation erected or to be erected, built, or placed thereon in conjunction with or immediately following such excavation shall be exempted, if a permit has been issued for such construction for installation.

EXTRACTIVE USE - The use of land for surface or subsurface removal of sand, gravel, rock, industrial minerals, other nonmetallic minerals, and peat not regulated under Minnesota statutes, sections 93.44 to 93.51 and as amended from time to time.

FAILURE TO PROTECT GROUNDWATER - A SSTS that does not protect groundwater such as a seepage pit, cesspool, drywell, leaching pit, or other pit; a SSTS with less than the required vertical separation distance described in Minn. R. 7080.1500, subps. 4(D) and 4(E); and a system not abandoned in accordance with Minn. R. 7080.2500. The determination of the threat to groundwater for other conditions must be made by a qualified employee or a licensed inspection business.

FARM - A tract of land, which is principally used for agricultural production of cash crop, livestock, or poultry farming. Such farm may include accessory structures and structures necessary to the operation of the farm.

FARM, HOBBY - An area used as a limited farm operation where the income from the farm is incidental to the residential use of the property.

FARMING - The cultivation of the soil and all activities incidental thereto; agriculture.

FARMLAND - Any land used in conjunction with a farming operation.

FARMSTEAD - Property on which structures and a farm dwelling are located for management, storage, livestock, etc. for a farm operation.

FLOOD - A temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas.

FLOOD FREQUENCY - The frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded.

FLOOD FRINGE - That portion of the flood plain outside the floodway. Flood fringe is synonymous with the term "floodway fringe" used in the Flood Insurance Study for Le Sueur County.

FLOOD PLAIN - The beds proper and the areas adjoining a wetland, lake or watercourse which have been or hereafter may be covered by the regional flood.

FLOOD-PROOFING - A combination of structural provisions, changes, or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages.

FLOODWAY - The bed of a wetland or lake and the channel of the watercourse and those portions of the adjoining flood plains which are reasonably required to carry or store the regional flood discharge.

FLOOR AREA - The sum of the gross horizontal areas of the several floors of a structure measured from the exterior walls, including basements and attached accessory structures.

FLORIST STORE - A retail business within an enclosed structure whose principal activity is the selling of cut flowers and plants which are not grown on the site.

FOOTCANDLE - A unit of measurement that calculates lighting illumination levels.

FOREST LAND CONVERSION - Clear cutting of forested lands to prepare for a new land use other than reestablishment of a subsequent forest stand.

FOREST MANAGEMENT - A process by which the proper care so that a forest stand remains healthy and vigorous.

FUR FARM - An area used for keeping and/or raising fur-bearing animals.

GARAGE, PRIVATE - A detached or attached accessory structure or carport which is used primarily for storing of private vehicles.

GARAGE, PUBLIC - Any premises, except those described as a private garage, used for the storage or care of power-driven vehicles, or where any such vehicles are equipped for operation, repair or are kept for remuneration, hire or sale.

GREENHOUSE/NURSERY - A retail business for the growth, display, and/or sale of plants, shrubs, trees, and materials used in indoor or outdoor planting, conducted inside or outside an enclosed structure.

GOLF COURSE - A tract of land laid out with at least nine (9) holes for playing a game of golf and improved with tees, greens, fairways, and hazards. A golf course includes a clubhouse and shelters as accessory uses.

GOLF COURSE, MINATURE - A theme-oriented recreational facility, typically comprised of nine (9) or eighteen (18) putting greens, each with a “cup” or “hole,” where patrons in groups of one to four pay a fee to move in consecutive order from the first hole to the last.

GROUNDWATER - Water contained below the surface of the earth in a saturated zone.

GUEST COTTAGE - A structure used as a dwelling unit that may contain sleeping spaces and kitchen and bathroom facilities in addition to those provided in the primary dwelling unit on a lot.

HIGHWAY - Any public thoroughfare or vehicular right-of-way with a Federal or State numerical route designation; any public thoroughfare or vehicular, right-of-way with a Le Sueur County numerical route designation.

HISTORIC SITE - A location set aside for no other purpose than to commemorate a historical event, activity, or person having local, regional, statewide, or national historic significance.

HOME OCCUPATION - Any owner-occupied dwelling which includes an occupation of a service character clearly secondary to the main use of the premises as a dwelling place but does not change the character thereof or have any exterior evidence. There are two (2) levels; Level I and Level II.

IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY - A SSTS with a discharge of sewage or sewage effluent to the ground surface, drainage systems, ditches, or storm water drains or directly to surface water; SSTS that cause a reoccurring sewage backup into a dwelling or other establishment; SSTS with electrical hazards; sewage tanks with unsecured, damaged, or weak maintenance access covers; or any other situation with the potential to immediately and adversely affect or threaten public health or safety. The determination of protectiveness for other conditions must be made by a qualified employee or a licensed inspection business.

IMPERVIOUS SURFACE - A constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development. Examples include but are not limited to, rooftops, sidewalks, patios, decks, driveways, parking lots, storage areas and concrete, asphalt, or gravel roads, or tightly compacted soils. Surface area of a lot physically separated by a public or private road right-of-way or access shall not be included for the purposes of the impervious surface calculation.

INCORPORATION - The mixing of manure or septage with the topsoil, concurrent with the application or immediately thereafter, by means such as discing, plowing, rototilling, injection or other mechanical means.

INSLOPE - The area from the bottom of ditch to the adjacent roadway elevation.

INSPECTOR - An individual qualified to review proposed plans and inspect on-site sewage treatment systems and who has been issued a license from the Agency.

INTENSIVE VEGETATION CLEARING - The complete removal of trees or shrubs in a contiguous patch, strip, row, or block.

JUNK/SALVAGE YARD - A place maintained for keeping, storing, or piling in commercial quantities, whether temporarily, irregularly, or continually; buying or selling at retail or wholesale any old, used, or second hand material of any kind, including used motor vehicles, machinery of any kind, and/or parts thereof, cloth, rugs, clothing, paper, rubbish, bottles, rubber, iron, or other metals, or articles which from its worn condition render it practically useless for the purpose for which it was made and which is commonly classed as junk. This shall include a lot or yard for the keeping of unlicensed motor vehicles or the remains thereof for the purpose of dismantling, sale of parts, sale as scrap, storage or abandonment. Provided further, that the storage of ten (10) or more inoperable motor vehicles for a period in excess of three (3) months shall also be considered a salvage yard.

KENNEL - Any place where there are more than the permitted number of dogs or cats, in accordance with the applicable zoning district regulations for the subject property.

LAKE, NATURAL ENVIRONMENT (NE) - Lakes that usually have less than one hundred fifty (150) total acres, less than sixty (60) acres per mile of shoreline, and less than three (3) dwellings per mile of shoreline. They may have some winter kill of fish; may have shallow, swampy shoreline; and are less than fifteen (15) feet deep.

LAKE, RECREATIONAL DEVELOPMENT (RD) - Lakes that usually have between sixty (60) and two hundred twenty five (225) acres of water per mile of shoreline, between three (3) and twenty five (25) dwellings per mile of shoreline, and are more than fifteen (15) feet deep.

LAND ALTERATIONS PLAN (LAP) - A plan required, as approved by the Department, for projects involving grading, excavating or filling activities as described in each applicable zoning district and for projects creating impervious surface including but not limited to driveways, patios, decks, sidewalks, etc. as follows:

<u>Acreage</u>	<u>Impervious Surface Projects</u>
Lots less than one (1) acre	32 square feet or more
Lots one (1) acre to 1.99 acres	100 square feet or more

LANDOWNER - Any person who holds a fee interest, either individually or as a joint tenant or tenant in common, to any land lying within the County. Where the term "owner of land" or "land owner" is used, it includes each and all of the joint tenants and tenants in common with respect to such land.

LAND SPREADING - The placement of seepage or human waste from septic or holding tanks on or into the soil surface.

LAND USE DEVELOPMENT APPLICATION - The term includes, but is not limited to applications for the following: construction permits, subsurface sewage treatment system permits, land alterations permits, or other types of zoning permits, conditional use permits, amendments to this ordinance, variances from the provisions of this Ordinance, and the subdivision of real estate. The application is not considered complete and will not be accepted by the Department unless all fees are paid, preliminary reviews and approvals completed, submitted with associated supporting information and documents, and such other information as required by the Department.

LIQUOR STORE, OFF-SALE - A structure primarily used for the sale of alcoholic beverages.

LICENSED PROFESSIONAL ENGINEER - A person who is registered as a professional engineer in the State of Minnesota.

LIVESTOCK - Any domesticated animal that is kept for use or pleasure, raised for home use, for profit, or for food or other products. These domesticated animals include, but are not limited to, beef and dairy cattle, swine, horses, sheep, goats, domesticated fowl, bison (buffalo), farmed cervidae, or llamas.

LIVESTOCK WASTE LAGOON - A diked enclosure for disposal of livestock wastes by natural processes.

LOGGING - The cutting of timber on any public or private land of one (1) acre or more for the purpose of selling the timber for a profit. This shall not include the selective cutting of trees by the property owner for the purpose of removing dead or diseased trees.

LOT - A parcel of land designated by plat, metes, and bounds, registered land survey, auditors plat, or other accepted means and separated from other parcels or portions by said description for the purpose of sale, lease, or separation.

LOT AREA - The lot area is the land area within the property lines.

LOT AREA PER FAMILY - The lot area per family is the lot area required by this Ordinance to be provided for each family in a dwelling.

LOT DEPTH - The mean horizontal distance between the mean front road and the mean rear property line. The greater frontage of a corner lot is its depth and its lesser frontage is its width.

LOT, DOUBLE FRONTAGE - An interior lot having frontage on two (2) streets.

LOT, INTERIOR - A lot other than a corner lot.

LOT OF RECORD - All lots which are a part of a subdivision legally recorded with the County Recorder, and all lots, parcels, tracts, and other legally described land to which the deed has been recorded prior to July 9, 2009, shall be considered Lots of Record. Lots of Record shall be legally developable for the purpose of single-family dwelling construction, provided all applicable standards and official controls of this Ordinance can be met at the time of development.

LOT WIDTH - The horizontal distance between the side lot lines measured at the building setback line. In addition, minimum lot widths at road right of ways and shorelands are required.

LOWEST FLOOR - The lowest floor of the lowest enclosed area, including basement.

MANUFACTURED HOME - A structure, transportable in one (1) or more sections, which in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein to be used as a single-family dwelling; except that the term includes any structure which meets all the requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary, as defined in Minnesota Statute 327.31, subd. 18, and complies with the standards established under this chapter.

MANUFACTURED HOME (IN FLOOD PLAIN DISTRICTS) - A structure, transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include the term "recreational vehicle."

MANUFACTURED HOME, DEPENDENT - A manufactured home which does not have a self-contained sanitary system. One that is hooked to an outside sanitary system.

METES AND BOUNDS - A method of property description by means of their direction and distance from an easily identifiable point.

MINOR - A person under eighteen (18) years of age.

MINOR REPAIR - The repair or replacement of an existing damaged or faulty component/part of an SSTS that will return the SSTS to its operable condition. The repair shall not alter the original area, dimensions, design, specifications, or concepts of the SSTS.

MODULAR HOME - A non-mobile housing unit that is basically fabricated at a central factory and transported to a dwelling site, to be used as a single-family dwelling.

MOTEL - A structure or group of structures used primarily for the temporary residence of motorists or travelers.

MOTOR HOME - See Recreational Vehicle.

MPCA - Minnesota Pollution Control Agency. Referred to as "the Agency" throughout this Ordinance.

MUNICIPALITY - Any incorporated city or township within the boundaries of Le Sueur County, Minnesota.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) - A permit issued by the Agency for the purpose of regulating the discharge of pollutants from point sources including concentrated animal feeding operations.

NONCONFORMING LOT - Any lot that does not meet the zoning district regulations for minimum lot width, lot depth and/or lot size.

NONCONFORMING STRUCTURE - Any structure that does not meet zoning district regulations for structure size, structure height, lot coverage, or setback.

NONCONFORMING STRUCTURE, EXPANSION - Any expansion of a structure that does not meet zoning district regulations for building size, structure height, lot coverage, or setback.

NONCONFORMING USE - A use of land that does not comply with the use regulations of this Ordinance.

NONCONFORMING USE, EXPANSION - Intensifying a use of land that does not comply with the use regulations of this Ordinance.

NONCONFORMITY - Any legal use, structure or parcel of land already in existence, recorded, or authorized before the adoption of official controls or amendments thereto that would not have been permitted to become established under the terms of the official controls as now written, if the official controls had been in effect prior to the date it was established, recorded or authorized.

NON-WATER CARRIED SEWAGE SYSTEMS - A device for the disposal of human excreta in a structure designed to treat sewage utilizing methods that significantly reduce or eliminate the addition of water to the sewage. These systems include, but are not limited to, privies, chemical toilets, recirculating toilets, combustion toilets, composting toilets, oil flush toilets, and portable toilets.

OBSTRUCTION (WATERWAY) - Any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel modification, building, wire, fence, stockpile, refuse, fill, structure, or matter in, along, across or projecting into any channel, watercourse or regulatory flood plain which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the flow of water might carry the same downstream to the damage of life or property.

ORCHARD - A non-natural group of fruit trees that are grown planted, managed, and renewed by the land owner or farmer.

ORCHARD, COMMERCIAL - A group of fruit trees, grown and cultivated for revenue and fruit from the trees is processed on site.

ORDINARY HIGH WATER LEVEL, (OHWL) - The boundary of public waters and wetlands, that is an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominately aquatic to predominantly terrestrial. For watercourses, the ordinary high water level is the elevation of the top bank of the channel. For reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool as defined in MN Statutes, §103G.005, subd 14, as amended from time to time .

ORGANIZED GROUP CAMP - Premises and facilities used occasionally or periodically for the accommodation of members of groups or associations for outdoor recreational activities.

ORGANIZED MOTOR SPORTS - A commercial operation that involves ATV Trails, motorcycle tracks, trails or go cart tracks.

OTHER ESTABLISHMENT - Any public or private structure other than a dwelling that generates sewage that discharges to an SSTS.

OUTDOOR LIGHT FIXTURE - Outdoor electrically powered illuminating devices, outdoor lighting or reflective surfaces, lamps and similar devices, permanently installed or portable, used for illumination or advertisement. Such devices shall include, but are not limited to: search, spot, and floodlights for structures; recreational areas; parking lot lighting; landscape lighting; billboards and other signs; street lighting; product display area lighting; structure overhangs and open canopies.

PARK - A public or private area of land, with or without structures intended for outdoor active or passive recreational uses.

PASTURES - Areas where grass or other growing plants are used for grazing and where the concentration of animals is such that a vegetation cover is maintained during the growing season except in the immediate vicinity of temporary supplemental feeding or water devices.

PERMIT, ZONING - A document issued by the Department to permit construction or the establishment of certain uses of land, including but not limited to: all structures, structure additions, towers, and subsurface sewage treatment systems.

PERMITTEE - Any person who obtains a permit from the County pursuant to this Ordinance. A person is a permittee only for the term of the permit.

PERSONS - Any individual, firm, partnership, corporation, company, association, joint stock association or body politic; includes any trustee, receiver, assignee or other similar representative thereof.

PLANNED UNIT DEVELOPMENT - A type of development characterized by a unified site design for a number of dwelling units or dwelling sites on a parcel, whether for sale, rent, or lease, and also usually involving clustering of these units or sites to provide areas of common open space, density increases, and a mix of structure types and land uses. These developments may be organized and operated as condominiums, time-share condominiums, cooperatives, full fee ownership, commercial enterprises, or any residential condominiums, townhouses, apartment buildings, campgrounds, recreational vehicle parks, resorts, hotels, motels and conversions of structures and land uses to these uses.

PLANNED UNIT DEVELOPMENT, COMMERCIAL - Typically uses that provide transient, short-term lodging spaces, rooms or parcels and their operations are essentially service-oriented. For example, hotel/motel accommodations, resorts, recreational vehicle, camping parks, and other primarily service-oriented activities are commercial planned unit developments.

PLANNED UNIT DEVELOPMENT, RESIDENTIAL - A use where the nature of residency is non-transient and the major or primary focus of the development is not service-oriented. For example, residential apartments, manufactured home parks, time-share condominiums, townhouses, cooperatives and full fee ownership residences would be considered as residential planned unit developments.

PLAT, FINAL - A drawing or map of a subdivision, meeting all the requirements of the County and in such form as required by the County for purposes of recording.

PLAT, PRELIMINARY - A tentative drawing or map of a proposed subdivision, meeting requirements herein enumerated.

PLATTED BUSINESS SUBDIVISION - The creation of two (2) or more lots in a General Business Zoning District under the provisions of the County Subdivision Ordinance.

PLATTED INDUSTRIAL SUBDIVISION - The creation of two (2) or more lots in a General Industry Zoning District under the provisions of the County Subdivision Ordinance.

PLATTED RESIDENTIAL SUBDIVISION - The creation of two (2) or more lots in a Residential District under the provisions of the County Subdivision Ordinance.

PLATTED SUBDIVISION - The creation of two (2) or more lots under the provisions of the County Subdivision Ordinance.

PLOT - A tract, other than one unit, of a recorded plat or subdivision and occupied and used or intended to be occupied and used as an individual site and improved or intended to be improved by the erection thereon of buildings, and having a frontage on a public road or highway upon a traveled or used road and including as a minimum such open spaces as required under this section.

POOL, PERMANENT - pools constructed in the ground; in a structure, or surrounded by a permanent structure in such a manner that the pool cannot be readily disassembled; and contains more than three thousand (3,000) gallons and with a depth of water over three and one-half (3 1/2) feet.

PREMISES - A lot or plot with the required front, side and rear yards for a dwelling or other use as allowed.

PRINCIPAL USE OR STRUCTURE - All uses or structures that are not accessory uses or structures.

PUBLIC NUISANCES - Any condition which is generally objectionable to people in the direct area and as regulated in this Ordinance.

PUBLIC UTILITY - Persons, corporations, or governments, supplying gas, electric, transportation, water, sewer, or land line telephone service to the general public. For purposes of this Ordinance wireless telecommunication services shall not be considered utility uses, and are defined separately.

PUBLIC WATERS - Any waters that have been determined to be public waters or navigable waters as defined in MN Statutes, §103G.005, subd 15.

PUBLIC WATERS WETLANDS - All types of 3, 4, and 5 wetlands, as defined in United States Fish and Wildlife Service Circular No. 39 (1971 edition), as well as public waters that are ten (10) or more acres in size in unincorporated areas and two point five (2.5) or more acres in incorporated areas, as defined in MN Statutes, §103G.005, subd 15a.

RAIN GARDENS - A shallow depression filled with flood-tolerant shrubs, flowers and grasses used to collect and filter stormwater runoff.

RAIN GARDENS, LARGE CAPACITY - A rain garden as defined by this Ordinance that is larger than one hundred (100) square feet.

RAIN GARDENS, SMALL CAPACITY - A rain garden as defined by this Ordinance that is one hundred (100) square feet or less.

REACH - A hydraulic engineering term to describe longitudinal segments of a stream or river influenced by a natural or man-made obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.

RECLAMATION - Activity which is taken during and after a mining operation to return the area to a natural state as much as possible or take actions that would substantially reduce adverse environmental effects from occurring.

RECORD DRAWING - Drawings and documentation specifying the final in-place location, size, and type of all septic system components. These records identify the results of materials testing and describe conditions during construction and shall contain a certified statement.

RECREATIONAL AREA - Any public park, playground, trail, athletic field, picnic ground, swimming beach, or fairground.

RECREATIONAL VEHICLE - A vehicle that is built on a single chassis, is four hundred (400) square feet or less when measured at the largest projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. For the purposes of this Ordinance, the term recreational vehicle shall be synonymous with the term travel trailer/travel vehicle.

REGIONAL FLOOD - A flood which is representative of large floods known to have occurred generally in Minnesota and reasonably characteristic of what can be expected to occur on an average frequency in the magnitude of the one hundred (100) year recurrence interval. Regional flood is synonymous with the term "Base Flood" used in the Flood Insurance Study.

REGULATORY FLOOD PROTECTION ELEVATION - An elevation no lower than one (1) foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the flood plain that result from designation of a floodway.

RESTAURANTS - A structure with its primary activity being the preparation and sale of food and beverages.

RESORT - A structure or group of structures containing guest rooms, with a large portion of the site devoted to recreational activities.

RETAIL SALES AND SERVICES - Establishments that are retail operations and that carry an assortment of merchandise from varied categories. Such establishments may include, but are not limited to, department stores, discount stores, farm stores, and similar establishments.

RIDING ACADEMY - An establishment where horses are boarded and cared for and such facilities may include instructional riding courses.

RIPARIAN - Land contiguous to the bank of a stream, the shore of a lake, or the edge of a wetland.

RIVER, AGRICULTURAL - Rivers located in intensively cultivated areas of the County. For purposes of this Ordinance the Minnesota River and Cannon River are considered as Agricultural Rivers.

RIVER, TRANSITIONAL - Rivers located in a mixture of cultivated, pasture, and forested lands.

ROAD - A public or private right-of-way affording primary access by pedestrians and vehicles to abutting properties, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, land, place or however otherwise designated.

ROAD AUTHORITY - The Commissioner, as to trunk highways; the County Board, as to county state-aid highways and county highways; and the town board, as to town roads.

ROAD RIGHT-OF-WAY - Any United States, county, municipal, or township highway, or road including any shoulder and drainage alongside the road.

SALVAGE VEHICLE - Any unlicensed and/or inoperable, self-propelled, motorized vehicle or equipment/parts.

SEASONAL HIGH WATER TABLE - The highest elevation in the soil where all voids are filled with water, as evidenced by presence of water or soil mottling or other information.

SEASONAL PRODUCE STAND - A temporary stand, structure or place that is used for the seasonal selling of agricultural produce.

SECTION - An area approximately one (1) mile square containing more or less six hundred and forty (640) acres.

SELF-SERVICE STORAGE FACILITY - A commercial structure or group of structures that contain varying sizes of individual compartmentalized and controlled access stalls or lockers for the storage of customers' items.

SEMPUBLIC USE - The use of land by a private or nonprofit organization to provide a public service that is ordinarily open to some persons outside the regular constituency of the organization.

SENSITIVE RESOURCE MANAGEMENT - The preservation and management of areas unsuitable for development in their natural state due to constraints such as shallow soils over groundwater or bedrock, highly erosive or expansive soils, steep slopes, susceptibility to flooding, or occurrence of flora or fauna in need of special protection.

SEPTAGE - Those solids and liquids removed during periodic maintenance of a subsurface sewage treatment system or those solids or liquids which are removed from toilet waste treatment devices or a holding tank.

SETBACK - Minimum horizontal distance between a structure, sewage treatment system, or other facility and an ordinary high water level, top of a bluff, road, highway, property line, or other facility.

SEWAGE - Waste produced by toilets, bathing, laundry, or culinary operations or the floor drains associated with these sources, and includes household cleaners, medications, and other constituents in sewage restricted to amounts normally used for domestic purposes

SHORE IMPACT ZONE - Land located between the ordinary high water level of public waters and a line parallel to it at a setback of fifty (50) percent of the structure setback.

SHORELAND - The land located within the following distances from public waters:

1. One thousand (1,000) feet from the ordinary high water level of a lake, pond, or flowage.
2. Three hundred (300) feet from a river or stream, or the landward extent of a flood plain designated by this Ordinance on such a river or stream, whichever is greater.
3. The practical limits of shorelands may be less than the statutory limits wherever the waters involved are bounded by natural topographic divides which extend landward from the waters for lesser distances and when approved by the Commissioner.

SIGN - A name, identification, description, display, illustration or device which is affixed to or represented directly or upon a structure or land in view of the general public and which directs attention to a product, place, activity, person, institution or business.

SIGN, ADDRESS - A sign for single-family dwellings or multi dwelling units identifying the occupant or street address. Such signs shall be at a maximum of three (3) square feet.

SIGN, BUSINESS - A sign which directs attention to a business or profession or to a commodity, service, or entertainment sold or offered on the premises where such sign is located.

SIGN, DIRECTIONAL BUSINESS - Twelve (12) square feet or less with directional arrows or information of a business or other use for the purpose of guiding vehicular and pedestrian traffic.

SIGN, ELECTRONIC GRAPHIC DISPLAY/DYNAMIC - A sign or portion of a sign that displays electronic text and/or images using different combinations of LED's, fiber optics or other illumination devises.

SIGN, ELECTRONIC MESSAGEBOARD - A sign or portion of a sign that displays electronic text using different combinations of LED's, fiber optics or other illumination devises.

SIGN, FLASHING - Any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use.

SIGN, GROUND/PYLON - A freestanding sign, including the structure needed to support such sign.

SIGN, HEIGHT - The sign shall be measured from ground grade elevation to the highest point of said sign.

SIGN, HOME OCCUPATION - A sign that denotes the name of a Home Occupation Business. LEVEL I Home Occupations: a maximum size of three (3) Square feet. LEVEL II Home Occupations: a maximum size of sixteen (16) square feet.

SIGN, ILLUMINATED - Any sign which has characters, letters, figures, designs, or outlines illuminated by electric lights or luminous tubes as a part of the sign.

SIGN, NONCONFORMING - A sign which lawfully existed at the time of the adoption of this Ordinance and does not conform to the requirements thereof.

SIGN, OFF PREMISES/BILLBOARD - A sign advertising a business, commodity, service, or entertainment conducted, sold, or offered elsewhere other than upon the property where the sign is maintained.

SIGN, ROTATING - A sign which revolves or rotates on its axis by mechanical means.

SIGN, SURFACE OF - The entire area within a single, continuous perimeter enclosing the extreme limits of the actual sign surface. It does not include any structural elements outside the limits of such sign and not forming an integral part of the display. Only one side of a double-face V-type sign structure shall be used in computing total surface area.

SIGN, WALL - A sign affixed to the exterior wall of a structure.

SIGNIFICANT SITE, HISTORIC - Any archaeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the State Register of Historic Sites, or is determined to be an unplatted cemetery that falls under the provisions of Minnesota Statutes, section 307.08. A historic site meets these criteria if it is presently listed on either register or if it is determined to meet the qualifications for listing after review by the Minnesota state archaeologist or the director of the Minnesota Historical Society. All unplatted cemeteries are automatically considered to be significant historic sites.

SPECIAL EVENT - The use of privately owned land, structures for a gathering at any location, for any purpose that will result in attendance of more than three hundred (300) people. Private gatherings are exempt.

1. Special Events include, but are not limited to: Carnivals, Circuses, Concerts, Fund-raisers, Flea markets, Craft fairs, or markets.
 - a. Farmers markets or stands for sale of seasonal products when sold other than on the site where the product is grown.
2. Special Events do not include gatherings at any regularly established place of assembly or other similar permanently established place of assembly provided that such place is being used for its established and normal use allowed by this Ordinance and the applicant/landowner meets all applicable County, State and Federal regulations, shall include but not limited to:
 - a. Permanent place of worship, stadiums, athletic fields, auditoriums, picnic or camping areas, sale or auction of agricultural lands or personal property, polling places for special or general elections,

STABLE - A structure that is used to house horses, ponies, mules or donkeys in individual stalls or compartments.

STATE - the State of Minnesota.

STEEP SLOPE - Land where agricultural activity or development is either not recommended or described as poorly suited due to slope steepness and the site's soil characteristics, as mapped and described in available county soil surveys or other technical reports, unless appropriate design and construction techniques and farming practices are used in accordance with the provisions of this section. Where specific information is not available, steep slopes are lands having average slopes between twelve (12) and eighteen (18) percent, as measured over horizontal distances of fifty (50) feet or more.

STORY - That portion of a structure included between the surface of any floor and the surface of the next floor above it or, if there is no floor above it, the space between the floor and the ceiling next above it.

STORY, HALF - That portion of a structure under a gable, hip, or gambrel roof, the wall plates of which, on at least two (2) opposite exterior walls, are not more than two (2) feet above the floor of such story.

STREAM, INTERMITTENT - A stream that only flows during wet periods and only flows in a well-defined channel.

STREAM, PERENNIAL - A stream or river (channel) that has continuous flow in parts of its bed all year round during years of normal rainfall.

STREAM, TRIBUTARY - Other streams in the Protected (Public) Waters Inventory that do not have a specific classification.

STRUCTURAL ALTERATIONS - Any change in the supporting members of a structure such as bearing walls, columns, beams, or girders.

STRUCTURE - Anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, structures, structure additions, pools, basements, water wells, factories, sheds, decks or similar elevated platforms, detached garages, cabins, manufactured homes. Retaining walls and fences shall be exempt from this definition.

STRUCTURE, ACCESSORY - A structure on the same lot with, and of a nature customarily incidental and subordinate to the principal structure. An accessory structure shall not contain living space.

STRUCTURE HEIGHT - The vertical distance between the lowest ground elevation at the structure and the highest point of a gable, pitched, mansard, flat, or hipped roof. Structure height shall not be measured on any side of a structure where the structure foundation is exposed more than four (4) feet.

STRUCTURE SETBACK LINE - A line within a lot or other parcel of land parallel to a public road or street or highway right-of-way or ordinary high water level, defining a portion of the lot between said setback line and said right-of-way in which structures may not be placed.

STRUCTURE, WATER-ORIENTED ACCESSORY - A small, above ground structure or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to a surface water feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, and detached decks.

SUBDIVISION - A tract of land which is to be or has been divided into two (2) or more lots or plots for the purpose of sale, rent, lease, or of building development.

SUBDIVISION ORDINANCE - A separate set of regulations covering Subdivisions of land.

SUBSTANDARD SHORELAND USE - Any legal use of shorelands existing prior to the date of enactment of this Ordinance which is permitted within the applicable zoning district but does not meet the minimum lot area and length of water frontage, structure setbacks or other dimensional standards of this Ordinance.

SUBSTANTIAL DAMAGE - Damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the estimated market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - Within any consecutive three hundred and sixty five (365) day period, any reconstruction, rehabilitation (including normal maintenance and repair), repair after damage, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the estimated market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damages,” regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.
2. Any alteration of an “historic structure,” provided that the alteration will not preclude the structure’s continued designation as an “historic structure.” For the purpose of this Ordinance, “historic structure” shall be as defined in 44 Code of Federal Regulations, Part 59.1 as amended from time to time.

SUBSURFACE SEWAGE TREATMENT SYSTEM (SSTS) - Is either an individual subsurface sewage treatment system (ISTS) or a mid-sized subsurface sewage treatment system (MSTS) as defined in Chapters 7080 and 7081.

SUBSURFACE SEWAGE TREATMENT SYSTEM, CERTIFICATE OF COMPLIANCE - A document, written after a compliance inspection, certifying that a system is in compliance with applicable requirements at the time of the inspection.

SUBSURFACE SEWAGE TREATMENT SYSTEM, TREATMENT LEVEL - Means treatment system performance levels as defined in Minn. R. 7083.4030, Table III for testing of proprietary treatment products.

SUBSURFACE SEWAGE TREATMENT SYSTEM, INDIVIDUAL - As defined in Minnesota Rules, Chapter 7080, subpart 41, as amended from time to time.

SUBSURFACE SEWAGE TREATMENT SYSTEM, MIDSIZED - As defined in Minnesota Rules, Chapter 7081, subpart 4, as amended from time to time.

SUBSURFACE SEWAGE TREATMENT SYSTEM, TYPE I SYSTEM - A SSTS designed according to Minn. R. 7080.2200 through Minn. R. 7080.2240, as may be amended.

SUBSURFACE SEWAGE TREATMENT SYSTEM, TYPE II SYSTEM - A SSTS designed according to Minn. R. parts 7080.2250 to 7080.2290, as may be amended.

SUBSURFACE SEWAGE TREATMENT SYSTEM, TYPE III SYSTEM - A SSTS designed according to Minn. R. 7080.2300, as may be amended.

SUBSURFACE SEWAGE TREATMENT SYSTEM, TYPE IV SYSTEM - A SSTS designed according to Minn. R. 7080.2350, as may be amended.

SUBSURFACE SEWAGE TREATMENT SYSTEM, TYPE V SYSTEM - A SSTS designed according to Minn. R. 7080.2400, as may be amended.

SURFACE WATER-ORIENTED COMMERCIAL USE - The use of land for commercial purposes, where access to and use of a surface water feature is an integral part of the normal conductance of business. Marinas, resorts, and restaurants with transient docking facilities are examples of such use.

TAVERN - A place primarily used for the consumption of alcoholic beverages on site by the public.

TECHNICAL EVALUATION PANEL (TEP) - The TEP consists of at least three technical professionals appointed by Le Sueur County, Board of Soil and Water Resources (BSWR), and the local Soil and Water Conservation District (SWCD). For projects impacting or adjacent to public waters or public waters wetlands, the TEP also includes a technical professional employee of the Department of Natural Resources (DNR).

TOWER - Any ground or roof mounted pole, spire, structure, or combination thereof taller than fifteen (15) feet, including supporting lines, cables, wires, braces, and masts, intended primarily for the purpose of mounting an antenna, meteorological device, or similar apparatus above grade (except amateur radio antennas).

TRANSFER OF PROPERTY - The act of a party by which the title to property is conveyed from one person to another. The sale and every other method, direct or indirect, of disposing or parting with property, or with an interest therein, or with the possession thereof, absolutely or conditionally, voluntarily or involuntarily, by or without judicial proceedings, as a conveyance, sale, mortgage, gift, or otherwise.

TRAVEL TRAILER - A trailer, mounted on wheels, that is designed to provide temporary living quarters during recreation, camping or travel, does not require a special highway movement permit based on its size or weight when towed by a motor vehicle, and does not exceed eight and one half (8.5) feet in width or forty (40) feet in length.

TREE FARM - A parcel of land that is used to raise trees for the purpose of transporting them to be replanted off-site or for the purpose of harvesting them for wood products.

UNINCORPORATED AREA - The area outside a city.

USE - The purpose for which land or premises or a structure thereon is designated, arranged or intended, or for which it is or may be occupied or maintained.

USE, ACCESSORY - A use on the same lot with, and of a nature customarily incidental and subordinate to the principal use.

VARIANCE - A modification of a specific development standard in an official control including this Ordinance to allow an alternative development standard not stated as acceptable in the official control, but only as applied to a particular property for the purpose of alleviating a practical difficulty as defined in Minnesota Statutes, Chapter 394.27.

WATER SUPPLY PURPOSE - Includes any uses of water for domestic, commercial, industrial, or agricultural purposes.

WATERS OF THE STATE - Surface or underground waters, except surface waters that are not confined but are spread and diffused over the land. Waters of the state includes boundary and inland waters.

WIND ENERGY CONVERSION SYSTEMS (WECS) - An electrical generating facility comprised of one or more wind turbines and accessory facilities, including but not limited to: power lines, transformers, substations and metrological towers that operate by converting kinetic energy of the wind into electrical energy. The energy may be used on-site or transferred off-site via transmission lines

1. **WECS, COMMERCIAL** - A WECS of equal or greater than forty (40) kW in total name plate generating capacity with not more than five (5) MW.
2. **WECS, NON-COMMERCIAL** - A WECS of less than forty (40) kW in total name plate generating capacity, not to exceed a maximum height of one hundred fifty (150) feet.
3. **WECS, TOTAL HEIGHT** - Overall height of a WEC measured as the height of the tip of a blade extended at apex of rotation above the local ground level.
4. **WECS, ROTOR DIAMETER** - The diameter of the circle described by the moving rotor blades.
5. **WECS, AGGREGATED PROJECTS** - Aggregated projects are those which are developed and operated in a coordinated fashion, but which have multiple entities separately owning one or more of the individual WECS within the larger project. Associated infrastructure such as power lines and transformers that service the facility may be owned by a separate entity but are also included as part of the aggregated project.

WETLAND - Lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. For purposes of this definition, wetlands must have the following three attributes:

1. Have a predominance of hydric soils.
2. Are inundated or saturated by surface or ground water at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions.
3. Under normal circumstances support a prevalence of such vegetation. Wetlands are further defined in the Wetland Conservation Act, Minnesota Statutes, § 103G.005, subd. 19.

WETLAND BOUNDARY - Area delineating wetland as determined using the methodologies in the United States Army Corps of Engineers Wetlands Delineation Manual (January 1987), including subsequent updates and supplements, and guidance provided by the board, per MN Rules 8420.

WETLAND TYPE - Refers to a classification system according to Wetlands of the United States, US Fish and Wildlife Service Circular 39 (1971 edition). As summarized in this subdivision and as defined in MN Statutes, §103G.005, subd. 17b as amended from time to time.

1. **Type 1 wetlands** are seasonally flooded basins or flats in which soil is covered with water or is waterlogged during variable seasonal periods but usually is well-drained during much of the growing season. Type 1 wetlands are located in depressions and in overflow bottomlands along watercourses, and in which vegetation varies greatly according to season and duration of flooding and includes bottomland hardwoods as well as herbaceous growths.
2. **Type 2 wetlands** are inland fresh meadows in which soil is usually without standing water during most of the growing season but is waterlogged within at least a few inches of surface. Vegetation includes grasses, sedges, rushes, and various broad-leafed plants. Meadows may fill shallow basins, sloughs, or farmland sags, or these meadows may border shallow marshes on the landward side.
3. **Type 3 wetlands** are inland shallow fresh marshes in which soil is usually waterlogged early during a growing season and often covered with as much as six (6) inches or more of water. Vegetation includes grasses, bulrushes, spikerushes, and various other marsh plants such as cattails, arrowheads, pickerelweed, and smartweeds. These marshes may nearly fill shallow lake basins or sloughs, or may border deep marshes on the landward side and are also common as seep areas on irrigated lands.

4. **Type 4 wetlands** are inland deep fresh marshes in which soil is usually covered with six (6) inches to three (3) feet or more of water during the growing season. Vegetation includes cattails, reeds, bulrushes, spikerushes, and wild rice. In open areas, pondweeds, naiads, coontail, water milfoils, waterweeds, duckweeds, waterlilies, or spatterdocks may occur. These deep marshes may completely fill shallow lake basins, potholes, limestone sinks, and sloughs, or they may border open water in such depressions.
5. **Type 5 wetlands** are inland open fresh water, shallow ponds, and reservoirs in which water is usually less than ten (10) feet deep and is fringed by a border of emergent vegetation similar to open areas of type 4 wetland.
6. **Type 6 wetlands** are shrub swamps in which soil is usually waterlogged during growing season and is often covered with as much as six (6) inches of water. Vegetation includes alders, willows, buttonbush, dogwoods, and swamp-privet. This type occurs mostly along sluggish streams and occasionally on floodplains.
7. **Type 7 wetlands** are wooded swamps in which soil is waterlogged at least to within a few inches of the surface during growing season and is often covered with as much as one (1) foot of water. This type occurs mostly along sluggish streams, on floodplains, on flat uplands, and in shallow basins. Trees include tamarack, arborvitae, black spruce, balsam, red maple, and black ash. Northern evergreen swamps usually have a thick ground cover of mosses. Deciduous swamps frequently support beds of duckweeds and smartweeds
8. **Type 8 wetlands** are bogs in which soil is usually waterlogged and supports a spongy covering of mosses. This type occurs mostly in shallow basins, on flat uplands, and along sluggish streams. Vegetation is woody or herbaceous or both. Typical plants are heath shrubs, sphagnum moss, and sedges. In the north, leatherleaf, Labrador-tea, cranberries, carex, and cottongrass are often present. Scattered, often stunted, black spruce and tamarack may occur.

WIRELESS TELECOMMUNICATION TOWERS - Include cellular, personal communications services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized (ESMR), paging, and similar services that are marketed to the general public.

YARD - Any space in the same lot with a structure, open and unobstructed from the ground to the sky.

YARD, FRONT - A yard extending along the full width of the front property line between side property lines and extending from the adjacent road right-of-way line to depth required in the setback regulations for the zoning district in which such lot is located.

YARD, REAR - An open space unoccupied except for accessory structures on the same lot with the principal structure between the rear line of the principal structure and the rear property line and extending the full width of the lot.

YARD, SIDE - An open unoccupied space between the structure and the side line of the lot and extending from the front lot line to the rear lot line.

02-01-13

4-32

**FY 2018 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
DRAINAGE RECORDS MODERNIZATION MATCH PROGRAM
GRANT AGREEMENT**

Vendor:	0000197299	VN#:			
PO#:	3000008837	Date Paid:			

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Le Sueur County, 88 S Park Ave LeCenter Minnesota 56057** (Grantee).

This grant is for the following Grant Programs :		
C18-4373	Le Sueur County Drainage Records Modernization	\$51,500
Total Grant Awarded: \$51,500		

Recitals

1. The Laws of Minnesota 2017, Chapter 96, appropriated Environment and Natural Resources Trust Funds to the Board for the FY 2018 Drainage Records Modernization Match Grants Program.
2. The Board authorized the FY 2018 Drainage Records Modernization Match Grants Program in Board Resolution 17-68.
3. The Board approved the FY 2018 Drainage Records Modernization Match Grants Program allocations in Board Resolution 17-93.
4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
6. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Tim Gillette, Conservation Drainage Engineer, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-8287, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE
ADDRESS
CITY
TELEPHONE NUMBER

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. **Term of Grant Agreement.**
 - 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The State's Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.**
 - 1.2. **Expiration date:** April 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes

first.

- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 16 . Intellectual Property Rights.

2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their work plan, which is incorporated into this Agreement by reference.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
- 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
- 2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by May 31, 2020, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
- 2.3. **Match:** The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.

3. **Time.** The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Terms of Payment.

- 4.1. Grant funds will be distributed in three installments: 1) The first payment of 50% will be distributed after the execution of the Grant Agreement. 2) The second payment of 40% will be distributed after the first payment of 50% has been expended and reporting requirements have been met. An eLINK Interim Financial Report that summarizes expenditures of the first 50% must be signed by the Grantee and approved by BWSR. Selected grantees may be required at this point to submit documentation of the expenditures reported on the Interim Financial Report for verification. 3) The third payment of 10% will be distributed after the grant has been fully expended and reporting requirements are met. The final, 10% payment must be requested within 30 days of the expiration date of the Grant Agreement. An eLINK Final Financial Report that summarizes final expenditures for the grant must be signed by the grantee and approved by BWSR.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.
- 4.5. This grant includes an advance payment of 50 percent of the grant's total amount. Advance payments allow the grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.
- 4.6. Contracting and Bidding Requirements per Minn. Stat. §471.345, Grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.
- 4.6.1. If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
- 4.6.2. If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the

requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

4.6.3. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

4.6.4. Support documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

4.6.5. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5. Conditions of Payment. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. All Grantees must follow the Grants Administration Manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

6. Assignment, Amendments, and Waiver.

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.

6.3. **Waiver.** If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. Liability. The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. State Audits. Under Minn. Stat. § 16B.98, subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
- 8.2. The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.
- 9. Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
- 10. Workers' Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
- 11. Publicity and Endorsement.**
- 11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.
- 11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 12. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 13. Termination.** The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14. Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.
- 15. Prevailing Wage.** It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which State prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.
- 16. Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings,

specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Le Sueur County

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: _____

Title: _____

Date: _____

Date: _____



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 7

9:30 a.m. Mike Schultz, SWCD (5 min)

RE: Memorandum of Understanding for Buffer Enforcement

RE: Dew Drop Trailer Purchase

Staff Contact:

MEMORANDUM OF UNDERSTANDING
between
LE SUEUR COUNTY
and
LE SUEUR SOIL AND WATER CONSERVATION DISTRICT

WHEREAS, Le Sueur County (“County”) has adopted Ordinance No. 18-01 (“Ordinance”) for buffer enforcement pursuant to Minnesota Statute 103F.48 (“Buffer Law”);

WHEREAS, the Ordinance was prepared with the support of the Le Sueur Soil and Water Conservation District (“SWCD”) due to the SWCD’s unique technical expertise and obligation under the Buffer Law;

WHEREAS, the Ordinance provides for the coordination between the County and SWCD in an effort to effectively administer the requirements of the Ordinance and State law by utilizing the SWCD’s technical expertise and the County’s enforcement responsibilities;

WHEREAS, the Minnesota Board of Soil and Water Resources issued a letter determination of the adequacy of the Ordinance dated November 29, 2017 and granted the County jurisdiction in accordance with Minnesota Statute 103F.48 Subd. 1(j); and

WHEREAS, the County and SWCD enter into this Memorandum of Understanding to document each party’s role in the administration of the Ordinance.

NOW, THEREFORE BE IT RESOLVED, the parties agree as follows:

- 1. Acceptance of Ordinance.** The County has provided the SWCD with a copy of the Ordinance. Both the County and SWCD agree to abide by the terms of the Ordinance and agree that the Ordinance controls the relationship of the parties in the administration of the Buffer Law. The County and SWCD agree to consult in the on-going review, and revision if necessary, of the Ordinance.
- 2. Allocation of Responsibilities.** Under the Ordinance, and in accordance with the Buffer Law, the SWCD is responsible for inspecting and investigating buffers (Ordinance Section 5.2), determining the compliance status of buffers (Ordinance Section 5.1), issuing Notifications of Noncompliance (Ordinance Section 5.2); and issuing Validations of Compliance of buffers (Ordinance Sections 5.2.1 and 5.3.2) within Le Sueur County. The County is responsible for the issuance of Corrective Action Notices (Ordinance Sections 5.3 and 5.3.1) and enforcement of the Ordinance (Ordinance Section 6).
- 3. Timing.** The County and SWCD each acknowledge that prompt responses and actions by each party are critical to the effective administration of the Ordinance and to minimize hardships to landowners. The parties shall endeavor to act in a timely manner to prevent bottlenecks or backlogs in the procedures established by the Ordinance. Nothing in the Ordinance shall be construed as a “request” pursuant to Minnesota Statute 15.99.

[15741-0037/2890710/2]

4. **Liability.** The County and SWCD shall each remain liable for its own acts. It is understood and agreed that nothing in this Memorandum shall affect or otherwise constitute a waiver of the limits on the liability of either party provided by Minnesota Statutes Chapter 466 or other applicable law. Nothing in this Memorandum shall constitute a waiver of any available immunities or defenses.

5. **Data Practices.** The County and SWCD acknowledge that the sharing of data between the two entities is critical to the effective administration of the Ordinance and each party agrees to comply with the Minnesota Data Practices Act (Minnesota Statutes Chapter 13) and data retention requirements of Minnesota Statute 15.17 for all data received, created, or shared pursuant to the Ordinance and this Memorandum.

6. **Dispute Resolution.** The County and SWCD enter into this Memorandum for the collaborative purpose of administering the requirements of the Buffer Law. To the extent that any dispute arises between the County and SWCD, the parties agree representative from the County Board and the SWCD Board will meet in person to address any such dispute before seeking input from the Board of Soil and Water Resources or initiating any form of legal action.

This Memorandum of Understanding is approved as of February 13, 2018.

LE SUEUR COUNTY

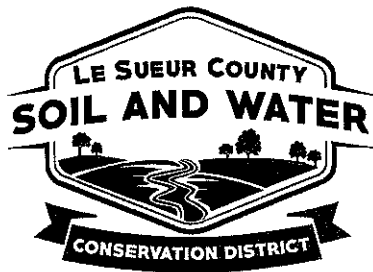
LE SUEUR SWCD

Board Chair

Board Chair

County Administrator

Executive Director



Le Sueur County Soil & Water Conservation District

Le Sueur County SWCD
181 W Minnesota St
Le Center, MN 56057

Tel. (507) 357-4879 Ext. 3
Website: www.lesueurswcd.org

1/24/2018

Buffer Enforcement Funds Purchase

The State of Minnesota allocated Riparian Protection Aid to the Counties to implement the Buffer Law in 2017. The amounts of the aid were \$71,147 for 2017 year and \$88,934 for 2018. The funds were to be spent on positions, equipment, public hearings, press releases, cost share assistance, and workload agreements with LGU's.

To date only funds spent were legal fees for oversight of the Buffer Ordinance, mailings, and the Ditch Specialist position to work with landowner. The remaining balance of the 2017 funds is \$37,652.79.

The SWCD would like to request to purchase a Dew Drop Drill and Trailer to help landowners install smaller buffers. The Dew Drop Drill is a 3' drill that can seed smaller areas with an ATV or Side by Side UTV and fit where tractors are unable. This will be helpful for the installation of the 16.5' County Ditch Buffers. The drill would be available to landowner to rent for a small fee (to cover future maintenance and delivery).

I am requesting to Purchase a Dew Drop Drill and Trailer:

Drill	\$8,100
<u>Trailer</u>	<u>\$3,500</u>
Total:	\$11,600

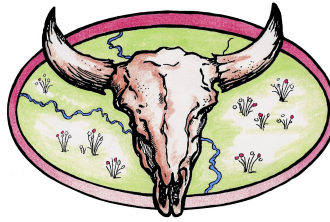
Included is a quote and drill info.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Schultz".

Michael Schultz
District Manager
Le Sueur SWCD

Little Sioux Prairie Company
 2150 280th Street
 Spencer, Iowa 51301



The Dew Drop Drill

Quote Number:
111617JTV

11/16/2017DATE:

Phone: 712-264-1186
FAX: 712-262-2690
Email: Info@dewdropdrill.com
www.dewdropdrill.com

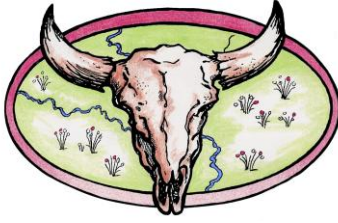
Ship To:

Bill To:
 LeSUEUR COUNTY SWCD
 181 W. MINNESOTA STREET
 Le-CENTER, MN 56057

Purchase Order #:
Date:
Phone No.

Contact Person: NIK KADEL
Phone No. 507-357-4879 EXT. 3
Cell Phone:952-807-7109

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			DEW DROP DRILL				\$ 7500.00
1			Triple tine set-up				\$ 600.00
			THANK YOU				
						Subtotal	\$8100.00
						Tax	\$0.00
			Any and all local or state sales or use tax to be paid by purchaser			Shipping	??
						Misc.	
						Balance Due	\$ 8100.00



LITTLE SIOUX PRAIRIE CO.

Little Sioux Prairie Co.
2150 280th St.
Spencer, Ia 51301
Phone 712-264-1186
FAX 712-262-2690

Dear Friends

Thanks for your interest in the “*DEW DROP DRILL™*”. Our drill was invented with the ATV in mind. The goal was to produce a small-scale drill that performs like larger native grass seed drills but could easily be pulled by an average sized ATV. Born was the “*DEW DROP DRILL™*”.

Designed to have a low center of gravity accompanied by a wide stance with large aggressive tires to help maintain traction and control on rough terrain and sloped ground. The “*DEW DROP DRILL™*” weighs approximately 600 pounds, and is equipped with it’s own power supply so you can hook up and go with no hard wiring.

The drill is capable of planting from “no till” to “light inter-seeding”. Incorporating **2 Seed Boxes** it is designed to handle a variety of seeds and capable of seeding several mixtures in one pass. Types of seeds included but not limited to; small and large grains, wild flowers, forbs, legumes, **warm and cool** season grasses, plus many commercially available food plot mixtures. With accurate and independent metering of the seed boxes, 5 application rates for the fluffy seed box and nine (9) settings for the small seed box, allows for a very flexible planting scenario.

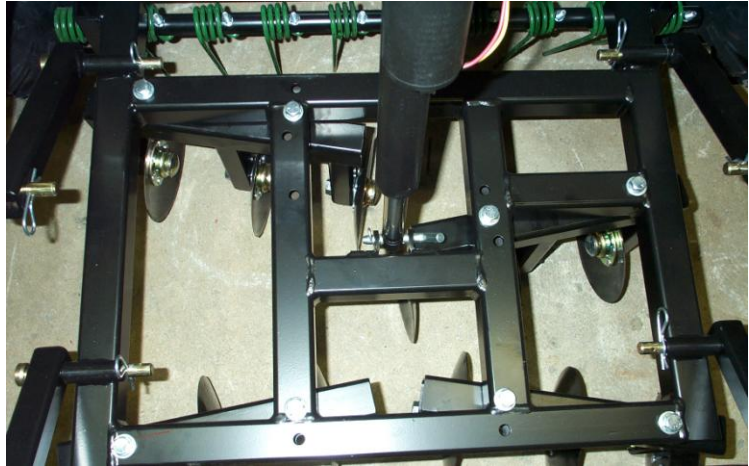


Setting application rate of seed in the small seed box is fairly easy. The small seed box uses fluted metering cup assemblies to meter the seeds. The shift lever on the front of the box has **nine** settings, which can be locked in place to insure an accurate flow of seeds. The large or fluffy seed box contains 5 agitators and 5 picker wheels to pull seed down. Changing the application rate is a breeze, inside the right hand chain cover are 2 quick-change roller chain sprockets with extra sprockets stored in the left had compartment. There is a 9/16ths hex nut that is on the rear shaft inside the chain guard, turn this shaft **clockwise 15 turns**. This equals 2% of an

acre, weigh the seed collected and multiply the weight in ounces by **3.125**, this will give you **Pounds / Acre**.

The seed boxes are ground driven, so your application rate is consistent regardless of the ground speed, when at a standstill no seed is dropped. The right tire of the drill delivers the power via chain to the clutch assembly. The clutch is engaged and disengaged with an electric cylinder that is controlled by the operator on the tow vehicle via the remote control box.

The operator uses the same remote control to raise or lower the disk rack assembly to maintain seed depth. There are 2 rows (front and rear) of 6 coulters, 3 to the right and 3 to the left per row, for a total of 12 disk blades. With a simple adjustment the angles of the disk gangs may be changed allowing for more or less tillage of the seedbed. The front row of disks may be set straight or at ten degrees, this row cuts the soil and turns it outward. The second row of disks may be set straight or at 10 degrees, or 20 degrees. This row turns the soil back in towards the center of the seedbed. On the rear of the disk rack assembly is a row of 10 harrow tines, they do the last turning, rolling, and leveling of the soil. Seed that is metered from the seed boxes falls into a drop shoot that delivers the seed right behind the harrow tines. When planting, the tines are rolling the soil, and the seeds are mixed and folded into the soil. A visual check back over the site you should see 10 to 20% of the product. This process gives you a 3-foot random, **NO ROWS** pattern for a more natural effect that can't be achieved with a conventional drill.



Many people harvest their own seed, with the “*DEW DROP DRILL™*” system the straw or crop residue have no effect on the delivery of the seed, and **NO plugged drop tubes**, as all such matter, including large seed mixtures, are pulled down and through to drop into the seedbed. We pride ourselves on the fit and finish of our drill and the quality craftsmanship we put into each one. These are just some of the features of the “*DEW DROP DRILL™*”, for more information please contact us.



LIST PRICE \$7500.00 PLUS SHIPPING subject to change
 Katie & Dewey Stouffer Owners * info@dewdropdrill.com*
 Phone 712-264-1186 Fax 712-262-2690
www.dewdropdrill.com



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 8

9:35 a.m. Mike Wiese and Barry LaFreniere, AP (30 min)

RE: Justice Center Cost Estimate

Staff Contact:

**Le Sueur County Justice Center
70% Construction Documents (CD) Estimate
January 24, 2018**



January 24, 2018

Le Sueur County Board of Commissioners
88 S Park Ave
Le Center, MN 56057

RE: Le Sueur County Justice Center and Jail — 70% Construction Document (CD) Estimate

Dear Commissioners:

Adolfson & Peterson Construction (AP) is pleased to provide you with the final estimate for the Le Sueur County Justice Center. It is our hope that this estimate is clear, concise and detailed enough for the LeSueur County Board to review and approve. This estimate is based on the 70% CD budget documents dated December 4, 2017, provided by BKV Architects which include the overall drawings and specifications to be used in the bidding and construction of this great new project.

This CD estimate provides a “final look” at the project’s overall plan for costs, schedule and quality before proceeding with issuance and bidding the work. This estimate confirms, and aligns with the previously presented estimates and scope of work as identified by the County and developed by BKV. The objective of this estimate is to verify/maintain the budget, as the scope and design continue to be finalized through the project’s preconstruction process. It appears we are in a great position to proceed.

Please let us know if you have any questions; we would be happy to address them. We hope that you find this information helpful as we move toward construction and continue to work with you and the Le Sueur County construction team on this exciting project!

Sincerely,

A handwritten signature in black ink that reads 'Tim Clark'.

Tim Clark, Vice President Operations
d 952.607.4693 | m 612.490.4925 | tclark@a-p.com

Adolfson & Peterson Construction
6701 West 23rd Street | Minneapolis, MN 55426
p 952.544.1561 | f 952.525.2333 | www.a-p.com

we exist to build a better tomorrow



Table of Contents

1.0	Estimate Preface & Next Steps	2
2.0	Clarifications & Assumptions	3
3.0	Allowances	4
4.0	Exclusions	5
5.0	Value Engineering (VE) Options	6
6.0	CD Estimate	7-15
7.0	Schedule	16-19



1.0

ESTIMATE PREFACE

This estimate is a tool for decision making and managing construction costs during the design/preconstruction phase of the project. This estimate of probable construction costs has been prepared using industry contacts, some local and national contractors, our professional experience and the best judgment of the Construction Manager Advisor Adolfson & Peterson Construction. This estimate reflects an amount close to the anticipated average bid for each work scope, with respect to the current design and level of documentation with consideration given to the location and current market conditions. This estimated cost is in line with other projects of similar scope according to historical data. Adolfson & Peterson has a high degree of confidence with this estimate and this preface is simply to make readers further aware of the complexities involved in creating this documentation.

Items which may change the estimate construction cost include, but are not limited to:

- Modifications to the scope of the work included in this estimate.
- Restrictive technical specifications or excessive contract conditions.
- Any specified item of equipment, material or product that cannot be obtained from at least three different sources (to ensure competitive pricing happens at bid time).

Allowances are provided for general broad scope items as the extent of the work cannot be fully determined at this time. The cost information is a “snapshot” of the budget and determination of the total scope of the project.

The estimate is compiled utilizing system components and is further outlined within the detail pages following the estimates summary page.

NEXT STEPS

1. County Board approval of the CD estimate.

Approval will give the team confidence in continuing with Construction Document (CD) efforts and help ensure the initial project schedule is maintained.

2. County Board approval to begin solicitation of BP2 bids on March 1st, with CD documents being issued.

Approval of the County Board for AP to issue a request for bids, starting at the time the documents are issued will help the team to proceed in confidence with preparations for the bid process.



2.0

CLARIFICATIONS AND ASSUMPTIONS

See attached drawing log for a list of the documents used to prepare this estimate.

Quantities are derived from contractor's take-off surveys of the documents.

Escalation with pricing is based on bidding timeframes as stated in the schedule (attached within this packet).

- 70% CD estimate is based on actual bid results from Bid Package #1 received October 26, 2017.
- 70% CD estimate assumes a future Bid Package #2 opening date of April 5, 2018.
- 70% CD estimate is based on work being substantially complete by 6/3/2019.
- Estimate is based on approximately 22.5 months of construction.
- Assumes continuous construction (no phasing) for the new justice center. The future government center remodel scope of work and schedule are yet to be determined.
- Assumes work to be done on regular work hours.
- A 1.5% Design Contingency is included and is to be used for completion of the design intent through preconstruction, and at completion of bidding the design contingency will be reduced to \$0.
- A Construction Contingency is also included. This contingency is to be used by the Construction Manager for costs arising out of circumstances not known or anticipated at the time of bid, market conditions and changes (not scope related) that were not anticipated during construction.
- General Liability Insurance is included at 1.10% of the cost of AP's actual work performed.
- Builder's Risk Insurance is included at 0.075% of the total cost of the project. However the Builder's Risk Insurance policy is by Owner.
- Temporary electric, water, and gas consumption paid for by Owner.
- Includes sales tax at 6.875%.
- Concrete foundations are being constructed through the winter of 2017-2018.
- Assumes adequate water pressure for fire suppression system exists such that no fire pump is required.
- Assumes quartz and stainless steel countertops for all surfaces shown.
- Conversations with Vetter Stone to purchase to their stone veneer materials have continued. However, no agreements have been established yet.
- Wood species assumed for finishes is plain sliced maple.
- Assumes a pre-action system for Dispatch 1113, Server 1116 & Secure Electronics 1603.
- Includes epoxy flooring and fluid applied wall/ceiling coatings at rooms 1414, 1417, 1421 & 1613.
- Overhead sectional doors are priced as clarified in discussions with BKV and 4-Seasons OHD.
- Future Government Center Remodel is not included in this budget. Project scope and cost is yet to be determined.
- Assumes Cambra wrap to Elevator #1 shaft.



3.0

ALLOWANCES

- Brick material unit pricing allowance of \$0.90/each
- Stone veneer material unit pricing allowance of \$15/square foot
- Construction materials testing & inspections (ITA services) allowance: \$76,610
- Interior & exterior signage allowance: \$35,000
- Food service equipment allowance: \$200,000
- Laundry equipment allowance: \$25,000
- Landscaping, irrigation, and site furnishings allowance: \$235,000
- Final cleaning allowance: \$46,880
- Construction surveying & staking allowance: \$21,000
- Precast electrical & security rough-in allowance: \$20,000
- Temporary electric distribution allowance: \$25,000
- 2018-2019 Winter conditions (heat and sheltering) and summer dehumidification allowance: \$150,000
- Window furnishings allowance: \$25,000
- Audio/video equipment allowance (includes Courtroom A/V): \$320,000



4.0

EXCLUSIONS

- Fire pump for fire suppression system.
- Intumescent coatings.
- Furniture, fixtures and equipment (FFE).
- Hook-up or installation of FFE
- Video/phone visitation systems.
- Temporary or permanent moving costs.
- Screening of rooftop equipment.
- Permanent site security or fencing.
- Upgrades for future expansion.
- Exterior retaining or planter walls.
- Residential kitchen appliances for breakrooms, etc.
- Relocation of existing equipment.
- LEED Certification and/or documentation.
- Corner guards, door and/or mass wall paneling for operational surface protection.
- Artwork, display rails, interior plantings.
- Vending equipment.
- Waste handling equipment.
- Disadvantaged business contractor participation requirements.
- Women and minority workforce goals.
- Utility company rebates or project tax credits for any relevant Government incentive programs.
- Asbestos abatement or hazardous material removal/disposal.
- Solar power generation system.
- Snowmelt system at entry patio (no pex piping, insulation or manifolds).
- Window furnishing types WT-2 and WT-3. No motorized shades at north curtainwall. No blinds/shades beyond WT-1 at office and open areas.
- Wall padding for any holding cells at booking area.



5.0

VALUE ENGINEERING (VE) OPTIONS

Listed below are Value Engineering (VE) options for consideration to incorporate into the scope of project, thereby adjusting the current value of this estimate. Item numbers (Item #) correspond to the "Estimate Summary" (Description) line items and are currently NOT reflected within the estimate total.

ITEM #	DESCRIPTION	VALUE	APPROVE Y / N
XX-1	Interior Finish Out of County Attorney Space	\$191,008	Y / N
XX-1	Reduce Lobby Elevator Shaft Finish to Lvl. 4 Tape/Mud/Paint	(\$50,000)	Y / N
14-1	Roofing: Ballasted EPDM in lieu of Fully Adhered Membrane	(\$150,000)	Y / N
31-1	Omit Technology at Courtroom #2	(\$120,000)	Y / N
32-1	Laundry Equipment: Add second set of washer & dryer <i>(rough-ins included in base scope of project)</i>	\$25,000	Y / N
36-1	Add Motorized Shades to the North Elevation	\$50,000	Y / N
46-1	Omit Site Irrigation System	(\$21,725)	Y / N



6.0

ESTIMATE



LeSueur County Justice Center

Project: Le Sueur County Justice Center
 Architect: BKV Group
 Estimate: Construction Document Estimate

Project Location: Le Center, MN
 Estimate By: MD
 Date: January 29, 2018

Item	Description	Quantity	Unit	Cost/GSF	% of Cost	SD Budget Presented 8/18/2017	Budget Presented w/ Options 9/19/17	DD Budget 10/26/2017	CD Budget 12/11/2017
Work Scope Categories									
Bid Package #1 Results									
1	03A - Concrete			\$13.48	3.91%	\$ 1,387,553	\$ 1,393,303	\$ 1,253,750	\$ 1,264,275
2	03B - Precast			\$14.60	4.23%	\$ 866,043	\$ 1,410,523	\$ 1,347,000	\$ 1,368,779
3	04A - Structural Masonry			\$2.45	0.71%	Included	Included	\$ 235,200	\$ 229,322
4	05A - Structural Steel Supply & Erection			\$9.32	2.70%	\$ 2,078,223	\$ 2,110,423	\$ 858,057	\$ 873,758
5	07A - Waterproofing			\$1.05	0.30%	\$ 83,019	\$ 83,019	\$ 96,000	\$ 98,549
6	31A - Earthwork			\$7.49	2.17%	\$ 624,900	\$ 624,900	\$ 696,504	\$ 702,107
7	33A - Site Utilities			\$2.37	0.69%	\$ 300,000	\$ 300,000	\$ 222,496	\$ 222,496
	Construction Document Estimate			\$0.00	0.00%				
8	Construction Surveying & Staking Allowance			\$0.22	0.06%	\$ 38,025	\$ 38,025	\$ 27,885	\$ 21,000
9	Final Cleaning Allowance			\$0.50	0.15%	\$ 46,878	\$ 46,878	\$ 46,880	\$ 46,880
10	Masonry Balance of Work			\$13.13	3.81%	\$ 2,114,525	\$ 1,570,045	\$ 1,140,450	\$ 1,231,420
11	Miscellaneous Metals			\$3.47	1.01%	Included	Included	\$ 211,580	\$ 325,000
12	General Trades			\$8.69	2.52%	\$ 869,961	\$ 869,961	\$ 937,450	\$ 815,000
13	Finish Carpentry & Architectural Wood Casework			\$10.13	2.94%	\$ 652,060	\$ 652,060	\$ 950,000	\$ 950,000
14	Roofing			\$6.72	1.95%	\$ 700,000	\$ 700,000	\$ 628,396	\$ 630,000
15	Metal Wall Panels			\$1.44	0.42%	-	-	\$ 143,444	\$ 135,000
16	Fluid-Applied Air Barrier			\$0.37	0.11%	\$ 56,280	\$ 9,800	\$ 58,800	\$ 35,000
17	Firestopping & Sealants			\$2.77	0.80%	\$ 210,949	\$ 216,449	\$ 210,949	\$ 260,000
18	Overhead Doors			\$0.59	0.17%	\$ 74,000	\$ 74,000	\$ 60,580	\$ 55,000
19	Aluminum Framed Storefronts & Glazing			\$8.16	2.37%	\$ 821,045	\$ 821,045	\$ 670,000	\$ 765,000
20	Gypsum Board Assemblies			\$13.71	3.97%	\$ 1,479,733	\$ 1,305,783	\$ 1,420,237	\$ 1,285,000
21	Tiling			\$5.60	1.62%	\$ 321,278	\$ 321,278	\$ 410,000	\$ 525,000
22	Acoustical Ceilings			\$6.67	1.93%	\$ 276,861	\$ 281,926	\$ 460,000	\$ 625,000
23	Carpet & Resilient Flooring			\$3.73	1.08%	\$ 216,179	\$ 216,179	\$ 277,371	\$ 350,000
24	Access Flooring			\$0.19	0.05%	\$ 10,400	\$ 10,400	\$ 9,500	\$ 17,500
25	Resinous Flooring			\$0.48	0.14%	\$ 22,295	\$ 22,295	\$ 14,500	\$ 45,000
26	Painting & Wall Coverings			\$3.20	0.93%	\$ 313,619	\$ 318,949	\$ 340,000	\$ 300,000
27	Signage Allowance			\$0.37	0.11%	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
28	Folding Panel Partitions			\$0.17	0.05%	\$ 21,750	\$ 21,750	\$ 21,750	\$ 16,000
29	Laboratory Fume Hood			\$0.16	0.05%	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
30	Food Service Equipment			\$2.13	0.62%	\$ 240,000	\$ 240,000	\$ 200,000	\$ 200,000
31	Audio Visual Equipment Allowance			\$3.41	0.99%	-	-	\$ 240,000	\$ 320,000
32	Laundry Equipment			\$0.27	0.08%	\$ 75,000	\$ 40,000	\$ 25,000	\$ 25,000
33	High Density Storage - Omitted in SD Phase			\$0.00	0.00%	\$ 55,000	-	-	-
34	Gymnasium Equipment - Omitted in SD Phase			\$0.00	0.00%	\$ 10,000	-	-	-
35	Evidence Storage Lockers			\$0.13	0.04%	\$ 25,000	\$ 25,000	\$ 25,000	\$ 12,500
36	Window Furnishings			\$0.19	0.05%	\$ 75,000	\$ 25,000	\$ 25,000	\$ 17,500
37	Detention Equipment			\$37.96	11.01%	\$ 3,000,160	\$ 3,360,160	\$ 3,639,300	\$ 3,559,080
38	Traction Elevators			\$4.80	1.39%	\$ 505,000	\$ 505,000	\$ 497,000	\$ 450,000
39	Fire Suppression			\$3.71	1.08%	\$ 279,388	\$ 287,246	\$ 280,000	\$ 348,000
40	Plumbing & HVAC			\$47.36	13.73%	\$ 4,500,240	\$ 4,556,365	\$ 4,500,240	\$ 4,440,000
41	Electrical			\$35.04	10.16%	\$ 3,572,303	\$ 3,655,503	\$ 3,269,878	\$ 3,285,000
42	Security Electronics			\$6.19	1.79%	\$ 773,479	\$ 808,329	\$ 909,000	\$ 580,000
43	Asphalt Paving			\$1.76	0.51%	\$ 301,615	\$ 301,615	\$ 153,672	\$ 185,000
44	Concrete Paving			\$2.19	0.63%	\$ 138,205	\$ 138,205	\$ 181,005	\$ 205,000
45	Chain Link Fencing			\$0.08	0.02%	-	-	\$ 28,900	\$ 7,500
46	Landscaping & Irrigation Allowance			\$2.51	0.73%	\$ 225,000	\$ 225,000	\$ 189,920	\$ 235,000
Subtotal Construction Costs		93,755	GSF	\$288.96	83.80%	\$ 27,410,963	\$ 27,636,411	\$ 26,962,694	\$ 27,091,666
Miscellaneous Costs									
47	General Conditions			\$10.35	3.00%	\$ 997,510	\$ 997,510	\$ 968,653	\$ 970,095
48	Construction Manager Project Staffing			\$15.99	4.64%	\$ 1,496,265	\$ 1,496,265	\$ 1,499,423	\$ 1,499,423
49	Precast Electrical & Security Rough-In Allowance			\$0.21	0.06%	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
50	Temporary Electric Distribution Allowance			\$0.27	0.08%	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
51	Temporary Discharge of Elevator Pits RFI#6			\$0.04	0.01%	-	-	-	\$ 3,300
52	Temporary Heat Winter 2018-2019			\$1.60	0.46%	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
53	Pre-Construction Services			\$0.73	0.21%	\$ 68,000	\$ 68,000	\$ 68,000	\$ 68,000
54	Pre-Construction Reimbursables			\$0.27	0.08%	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
55	General Liability Insurance	1.10%		\$0.35	0.10%	\$ 30,600	\$ 30,600	\$ 32,507	\$ 32,507
56	Builder's Risk Insurance - By Owner	0.075%		\$0.26	0.07%	\$ 24,938	\$ 25,249	\$ 24,314	\$ 24,178
57	Payment and Performance Bond - In Work Scopes			\$0.00	0.00%	-	-	-	-
58	Building Permit			\$1.57	0.46%	\$ 151,763	\$ 155,768	\$ 148,021	\$ 147,202
59	Plan Review Fee			\$1.02	0.30%	\$ 98,646	\$ 101,249	\$ 96,214	\$ 95,681
60	Minnesota State Surcharge			\$0.17	0.05%	\$ 16,625	\$ 16,833	\$ 16,209	\$ 16,120
61	Construction Testing & Inspections Allowance - CVT			\$0.82	0.24%	\$ 60,000	\$ 60,000	\$ 76,610	\$ 76,610
62	Geotechnical Survey / Soil Report - CVT			\$0.16	0.05%	\$ 14,875	\$ 14,875	\$ 14,875	\$ 14,875
63	Monument Sign Allowance			\$0.00	0.00%	\$ 25,000	\$ 25,000	\$ 25,000	-
64	Trash/Generator Enclosure Allowance			\$0.00	0.00%	\$ 25,000	\$ 25,000	\$ 25,000	-
Subtotal Construction & Miscellaneous Costs		93,755	GSF	\$322.75	93.60%	\$ 30,640,185	\$ 30,872,759	\$ 30,177,521	\$ 30,259,657

6.0

ESTIMATE



LeSueur County Justice Center

Project: Le Sueur County Justice Center
 Architect: BKV Group
 Estimate: Construction Document Estimate

Project Location: Le Center, MN
 Estimate By: MD
 Date: January 29, 2018

Item	Description	Quantity	Unit	Cost/GSF	% of Cost	SD Budget Presented 8/18/2017	Budget Presented w/ Options 9/19/17	DD Budget 10/26/2017	CD Budget 12/11/2017
Fees & Contingency									
65	Design Contingency	1.50%		\$5.17	1.50%	\$ 997,510	\$ 1,009,965	\$ 648,376	\$ 484,924
66	Construction Contingency - BP#1			\$1.57	0.45%	\$ -	\$ -	\$ 146,841	\$ 146,841
66.1	Temporary Discharge of Elevator Pits RFI#6				-0.01%	\$ -	\$ -	\$ -	\$ (3,300)
66.2	Change Precast Insulation RFI#8				0.05%	\$ -	\$ -	\$ -	\$ 15,000
67	Construction Contingency - BP#2	3.00%		\$8.82	2.56%	\$ 997,510	\$ 1,009,965	\$ 825,723	\$ 827,069
68	Construction Manager Fee	1.85%		\$6.38	1.85%	\$ 615,131	\$ 622,810	\$ 620,348	\$ 598,073
Grand Total Construction Costs		93.755	GSF	\$344.82	100.00%	\$ 33,250,336	\$ 33,515,500	\$ 32,418,809	\$ 32,328,264
Owner Soft Costs									
69	Architectural / Engineering Fee					\$ 1,213,800	\$ 1,213,800	\$ 1,213,800	\$ 1,800,000
70	Printing / Reimbursable Expenses					\$ 48,500	\$ 48,500	\$ 48,500	\$ 48,500
71	Private Utility Company Charges								\$ 50,000
72	Commissioning								\$ 50,000
73	Dispatch Equipment					\$ 80,000	\$ 80,000	\$ 300,000	\$ 450,000
74	Communications Tower (incl. design & mapping)					\$ 150,000	\$ 150,000	\$ 150,000	\$ 225,000
75	Portable Radio System					\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
76	Security Screening Equipment/Metal Detectors					\$ 130,000	\$ 130,000	\$ 130,000	\$ 32,500
77	Video Visitation								\$ 100,000
78	Owner Equipment					\$ 332,503	\$ 332,503	\$ 324,188	\$ 200,000
79	Phones							\$ -	Included
80	Computers							\$ -	Included
81	Televisions							\$ -	Included
82	Appliances							\$ -	Included
83	Fingerprint Machine							\$ -	Included
84	Medical Equipment							\$ -	Included
85	Fitness Equipment							\$ -	Included
86	Inmate Property Rack System							\$ -	Included
87	Furniture, Fixtures & Equipment					\$ 997,510	\$ 997,510	\$ 972,564	\$ 900,000
88	Office Furnishings							\$ -	Included
89	Movable Jail Furnishings							\$ -	Included
90	Sewer & Water Access Charges - City of Le Center					\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
91	Bond / Financing Costs							\$ -	\$ -
92	Construction Advertisements					\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
93	Owner's Project Contingency					\$ 665,007	\$ 665,007	\$ 648,376	\$ 400,000
94	PR#2								\$ (36,779)
95	PR#4								\$ (26,500)
96	Jail Material Tax Credit					\$ (600,000)	\$ (600,000)	\$ (600,000)	\$ (600,000)
Total Owner Soft Costs					11.03%	\$ 3,190,820	\$ 3,190,820	\$ 3,360,929	\$ 3,564,221
Grand Total Project Costs - Phase 1						\$ 36,441,156	\$ 36,706,320	\$ 35,779,738	\$ 35,892,485

6.0

ESTIMATE

LeSueur County Justice Center

Project: Le Sueur County Justice Center
 Architect: BKV Group
 Estimate: Construction Document Estimate

Location: Le Center, MN
 Estimator: MD
 Date: January 29, 2018

Spec Section	Description	Quantity	Unit	Totals		
				Unit Price	Subtotal	Group Totals
	PR#4	1	LS	10,525.00	10,525.00	
	Concrete Total					1,264,275.00
	03B - Precast					
	BP#1 03B Precast Results	1	LS	1,347,000.00	1,347,000.00	
	PR#2	1	LS	36,779.00	36,779.00	
	RFI#8	1	LS	(15,000.00)	(15,000.00)	
	Precast Total					1,368,779.00
	04A - Structural Masonry					
	BP#1 04A Structural Masonry Results	1	LS	235,200.00	235,200.00	
	RFI#2	1	LS	(5,878.00)	(5,878.00)	
	Structural Masonry Total					229,322.00
	05A - Structural Steel Supply & Erection					
	BP#1 05A Structural Steel Supply & Erection Results	1	LS	858,057.00	858,057.00	
	PR#4	1	LS	9,823.00	9,823.00	
	RFI#2	1	LS	5,878.00	5,878.00	
	Structural Steel Supply Total					873,758.00
	07A - Waterproofing					
	BP#1 07A Waterproofing Bid Results	1	LS	96,000.00	96,000.00	
	PR#4	1	LS	2,549.00	2,549.00	
	Waterproofing Total					98,549.00
	31A - Earthwork					
	BP#1 31A Earthwork Bid Results	1	LS	699,000.00	699,000.00	
	Combined Bid 31A Earthwork & 33A Utilities Savings	1	LS	(2,496.00)	(2,496.00)	
	PR#4	1	LS	5,603.00	5,603.00	
	Earthwork Total					702,107.00
	33A - Site Utilities					
	BP#1 33A Site Utilities Bid Results	1	LS	222,496.00	222,496.00	
	Site Utilities Total					222,496.00
	Construction Surveying & Staking Allowance					
	Construction Surveying & Staking	5.07	AC	4,142.01	21,000.00	
	Construction Surveying & Staking Total					21,000.00
	Final Cleaning Allowance					
	Final Cleaning	93,755	SF	0.50	46,880.00	
	Final Cleaning Total					46,880.00

ESTIMATE

LeSueur County Justice Center

Project: Le Sueur County Justice Center
Architect: BKV Group
Estimate: Construction Document Estimate

Location: Le Center, MN
Estimator: MD
Date: January 29, 2018

Spec Section	Description	Quantity	Unit	Totals		
				Unit Price	Subtotal	Group Totals
Masonry Balance of Work						
04 22 00	Concrete Unit Masonry					
04 43 13	Anchored Stone Masonry Veneer					
04 72 00	Cast Stone Masonry					
	8" CMU - Non Secure	9,470	SF	23.00	217,810.00	
	8" CMU - Type MD	17,250	SF	25.00	431,250.00	
	8" CMU - Type MX	9,120	SF	28.00	255,360.00	
	Brick Veneer	2,100	SF	35.00	73,500.00	
	Stone Veneer - Exterior	3,020	SF	65.00	196,300.00	
	Stone Veneer - Interior	880	SF	65.00	57,200.00	
	Masonry Total					1,231,420.00
Miscellaneous Metals						
05 12 00	Structural Steel	1	LS	325,000.00	325,000.00	
05 31 13	Steel Floor Decking					
05 50 00.1	Metal Fabrications					
05 51 00	Metal Stairs					
05 52 13	Pipe and Tube Railings					
05 78 00	Decorative Metal Canopies					
	Miscellaneous Metals Total					325,000.00
General Trades						
06 10 53	Miscellaneous Rough Carpentry	1	LS	815,000.00	815,000.00	
06 16 00	Sheathing (Plywood)	1	LS			
08 11 13	Hollow Metal Doors and Frames					
	Hollow Metal Doors	58	ea			
	Hollow Metal Frames 187 frames set in P/C or stud walls, 32 in CMU	219	ea			
08 14 00	Wood Doors	169	ea			
08 31 13	Access Doors and Frames (by trades)	0	ea			
08 71 00	Door Hardware	227	ea			
08 91 00	Architectural Louvers (none shown on plans)	0	ea			
09 77 33	FRP Wall Paneling (6 locations)	135	sf			
10 10 13	Visual Display Specialties (none shown on plans)	0	ea			
10 12 00	Display Cases 2 recessed cases, 8 surface mounted	10	ea			
10 21 13	Toilet Compartments 14 partitions, 4 urinal screens	18	ea			
10 26 00	Wall and Door Protection	70	ea			
10 28 00	Toilet and Bath Accessories	268	ea			
10 44 00	Fire Protection Specialties	7	ea			
10 51 00	Lockers	71	ea			
10 75 00	Flagpoles	3	ea			
10 90 00	Miscellaneous Specialties	5	ea			
	General Trades Total					815,000.00
Finish Carpentry & Architectural Wood Casework						
06 40 00	Architectural Woodwork	1	LS	950,000.00	950,000.00	
06 61 16	Solid Surfacing					
09 78 33	Wood Wall Surfacing					
12 36 16	Metal Countertops					
XX XX XX	Fixed Audience Seating					
13 46 00	Ballistic Resistant Assemblies					
	Finish Carpentry & Architectural Wood Casework Total					950,000.00

6.0

ESTIMATE

LeSueur County Justice Center

Project: Le Sueur County Justice Center
Architect: BKV Group
Estimate: Construction Document Estimate

Location: Le Center, MN
Estimator: MD
Date: January 29, 2018

Spec Section	Description	Quantity	Unit	Totals		
				Unit Price	Subtotal	Group Totals
07 21 00 07 53 23 07 62 00 07 72 00	Roofing Thermal Insulation (As Applies) EPDM Roofing Sheet Metal Flashing and Trim Roof Accessories	1	LS	630,000.00	630,000.00	
	Roofing Total					630,000.00
07 42 13 07 42 16 07 42 93 10 71 13	Metal Wall Panels Formed Metal Wall Panels Metal Plate Wall Panels Metal Soffit Panels Exterior Sun Control Devices	1	LS	135,000.00	135,000.00	
	Metal Wall Panels Total					135,000.00
07 27 26	Fluid-Applied Air Barrier Fluid-Applied Membrane Air Barriers	1	LS	35,000.00	35,000.00	
	Waterproofing Total					35,000.00
07 84 13 07 84 43 07 92 00 XX XX XX	Firestopping & Sealants Penetration Firestopping Joint Firestopping Joint Sealants Security Joint Sealants	1	LS	260,000.00	260,000.00	
	Firestopping & Sealants Total					260,000.00
08 33 23 08 33 26	Overhead Doors Overhead Coiling Doors	1	LS	55,000.00	55,000.00	
	Overhead Doors & Coiling Grilles Total					55,000.00
05 73 13 08 41 13 08 44 13 08 80 00 08 83 00 08 88 66 XX XX XX	Aluminum Framed Storefronts & Glazing Glazed Decorative Metal Railings Aluminum Framed Entrances and Storefronts Glazed Aluminum Curtain Walls Glazing Mirrors (9 MIR-1, 12 MIR-2, 1 MIR-4) Interior Glass Partition and Entrance System Unit Skylights	1 22 12	LS EA EA	765,000.00	765,000.00	
	Aluminum Framed Storefronts & Glazing Total					765,000.00

6.0

ESTIMATE

LeSueur County Justice Center

Project: Le Sueur County Justice Center
Architect: BKV Group
Estimate: Construction Document Estimate

Location: Le Center, MN
Estimator: MD
Date: January 29, 2018

Spec Section	Description	Quantity	Unit	Totals		
				Unit Price	Subtotal	Group Totals
	Gypsum Board Assemblies	1	LS	1,285,000.00	1,285,000.00	
05 40 00	Cold-Formed Metal Framing					
06 16 00	Sheathing (Gypsum)					
07 21 00	Thermal Insulation (As Applies)					
09 21 19	Gypsum Board Shaft Wall Assemblies					
09 22 16	Non-Structural Metal Framing					
	Set HM frames in stud framed walls					
09 29 00	Gypsum Board					
	Gypsum Board Assemblies Total					1,285,000.00
	Tiling	1	LS	525,000.00	525,000.00	
09 30 00	Tiling					
	Tiling Total					525,000.00
	Acoustical Ceilings	1	LS	625,000.00	625,000.00	
09 51 13	Acoustical Panel Ceilings					
09 54 26	Decorative Wood Ceilings					
09 84 00	Acoustic Wall Paneling					
	Acoustical Ceilings Total					625,000.00
	Carpet & Resilient Flooring	1	LS	350,000.00	350,000.00	
09 60 16	Flooring Transitions					
09 65 00	Resilient Flooring					
09 68 00	Carpeting					
12 48 00	Entrance Floor Mats and Frames					
	Carpet & Resilient Flooring Total					350,000.00
	Access Flooring	1	LS	17,500.00	17,500.00	
09 69 00	Raised Access Flooring					
	Carpet & Resilient Flooring Total					17,500.00
	Resinous Flooring	1	LS	45,000.00	45,000.00	
09 67 23	Resinous Flooring					
	Carpet & Resilient Flooring Total					45,000.00
	Painting & Wall Coverings	1	LS	300,000.00	300,000.00	
09 72 00	Wall Coverings					
09 91 13	Exterior Painting					
09 91 23	Inerior Painting					
09 96 00	High Performance Coatings					
	Painting Total					300,000.00
	Signage Allowance	1	LS	35,000.00	35,000.00	
10 14 00	Signage					
	Signage Total					35,000.00

6.0

ESTIMATE

LeSueur County Justice Center

Project: Le Sueur County Justice Center
Architect: BKV Group
Estimate: Construction Document Estimate

Location: Le Center, MN
Estimator: MD
Date: January 29, 2018

Spec Section	Description	Quantity	Unit	Totals		
				Unit Price	Subtotal	Group Totals
10 22 39	Folding Panel Partitions Folding Panel Partitions	1	LS	16,000.00	16,000.00	
	Operable Partition Total					16,000.00
XX XX XX	Laboratory Fume Hood Evidence Processing Fume Hood	1	LS	15,000.00	15,000.00	
	Laboratory Fume Hood Total					15,000.00
11 40 00	Food Service Equipment Food Service Equipment	1	LS	200,000.00	200,000.00	
	Food Service Equipment Total					200,000.00
11 52 00	Audio Visual Equipment Allowance Audio Visual Equipment Courtrooms A/V	1	LS	320,000.00	320,000.00	
	Audio Visual Equipment Total					320,000.00
XX XX XX	Laundry Equipment Laundry Equipment Allowance	1	LS	25,000.00	25,000.00	
	Laundry Equipment Total					25,000.00
XX XX XX	High Density Storage - Omitted in SD Phase High Density Storage				0.00	
	High Density Storage Total					0.00
XX XX XX	Gymnasium Equipment - Omitted in SD Phase Gymnasium Equipment				0.00	
	Gymnasium EquipmenTotal					0.00
XX XX XX	Evidence Storage Lockers Evidence Intake: Two Cabinets, 6 LF Total	1	LS	12,500.00	12,500.00	
	Evidence Storage Lockers Total					12,500.00
12 24 13	Window Furnishings Roller Window Shades	1	LS	17,500.00	17,500.00	
	Window Furnishings Total					17,500.00
08 34 63 XX XX XX 08 71 63 08 88 53 11 19 16 12 55 00 13 42 60 XX XX XX	Detention Equipment Detention Doors and Frames Security Access Doors and Frames Detention Door Hardware Security Glazing Detention Gun Lockers Detention Furniture Detention Cell Modules (40 cells, 16 janitor closets) Detention Toilet Accessories	1	LS	3,559,080.00	3,559,080.00	
	Detention Equipment Total					3,559,080.00

6.0

ESTIMATE

LeSueur County Justice Center

Project: Le Sueur County Justice Center
Architect: BKV Group
Estimate: Construction Document Estimate

Location: Le Center, MN
Estimator: MD
Date: January 29, 2018

Spec Section	Description	Quantity	Unit	Totals		
				Unit Price	Subtotal	Group Totals
14 21 26	Traction Elevators Machine-Room-Less Electric Traction Elevators	1	LS	450,000.00	450,000.00	
	Traction Elevator Total					450,000.00
21 05 00 21 05 13 21 11 00 21 12 00 21 13 13 21 13 16 XX XXXX	Fire Suppression Common Work Results for Fire Suppression Common Motor Requirements for Fire Suppression Equipment Facility Fire Suppression Water Service Piping Fire Suppression Standpipes Wet Pipe Sprinkler Systems Dry Pipe Sprinkler Systems Clean Agent Fire Suppression Fire Pump - If required: Add \$56,000	1	LS	300,000.00	300,000.00	
	Fire Suppression Total					348,000.00
22 00 00 23 00 00	Mechanical Plumbing HVAC	1	LS	4,440,000.00	4,440,000.00	
	Plumbing & HVAC Total					4,440,000.00
26 00 00 27 00 00 28 00 00	Electrical Electrical Power & Lighting Communications Fire Alarm	1	LS	3,285,000.00	3,285,000.00	
	Electrical Total					3,285,000.00
28 00 00	Security Electronics Electronic Safety and Security - Security Electronics Video Visitation Not Included - By Owner	1	LS	580,000.00	580,000.00	
	Security Electronics Total					580,000.00
32 12 16 32 17 23	Asphalt Paving Asphalt Paving Light Duty: 2" Base, 1.5" Wear Course Heavy Duty: 2" Base, 2" Wear Course Pavement Markings Striping	1	LS	165,000.00	165,000.00	
	Asphalt Paving Total					165,000.00

6.0

ESTIMATE

LeSueur County Justice Center

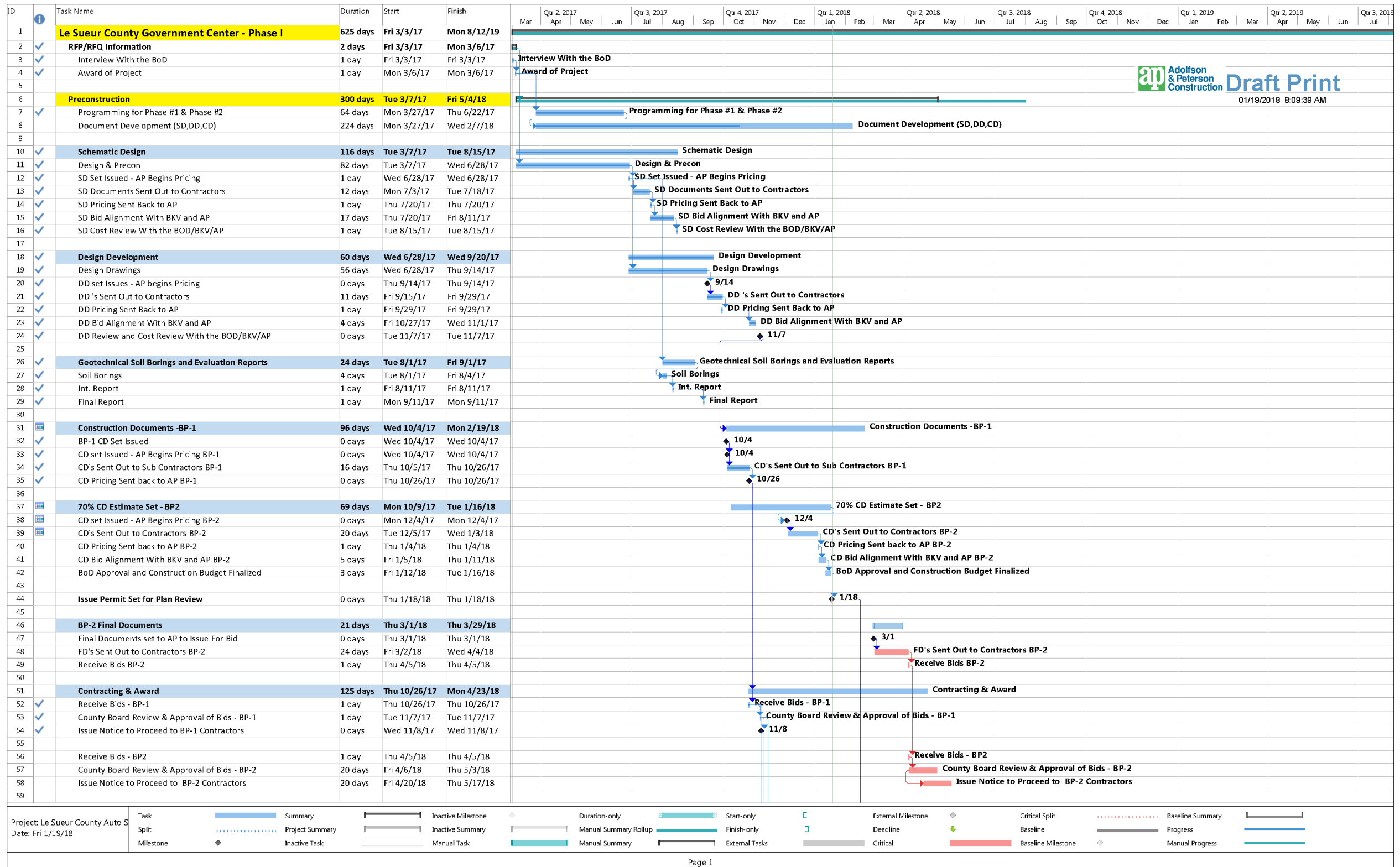
Project: Le Sueur County Justice Center
Architect: BKV Group
Estimate: Construction Document Estimate

Location: Le Center, MN
Estimator: MD
Date: January 29, 2018

Spec Section	Description	Quantity	Unit	Totals		
				Unit Price	Subtotal	Group Totals
31 13 13	Concrete Paving Concrete Paving 5" Sidewalk Driveway Pavement 7" Pavement Curb & Gutter	1	LS	205,000.00	205,000.00	
32 13 16	Decorative Concrete Paving 5" Colored Sidewalk Electrical Transformer Pad Generator Pad Communications Tower Footings Dispatch Equipment Building Footings					
	Concrete Paving Total					205,000.00
32 31 14	Chain Link Fencing High Security Chain Link Fences and Gates	1	LS	7,500.00	7,500.00	
	Landscaping & Irrigation Allowance Total					7,500.00
12 93 00	Landscaping & Irrigation Allowance Site Furnishings	1	LS	235,000.00	235,000.00	
32 84 00	Irrigation Systems					
32 92 00	Lawns and Grasses					
32 93 00	Landscaping					
32 95 00	Native Grasses and Forbs					
	Landscaping & Irrigation Allowance Total					235,000.00
Total Construction Costs					27,091,666	27,091,666
Average Construction Cost Per GSF of Building		93,765	GSF		288.96	

7.0

SCHEDULE



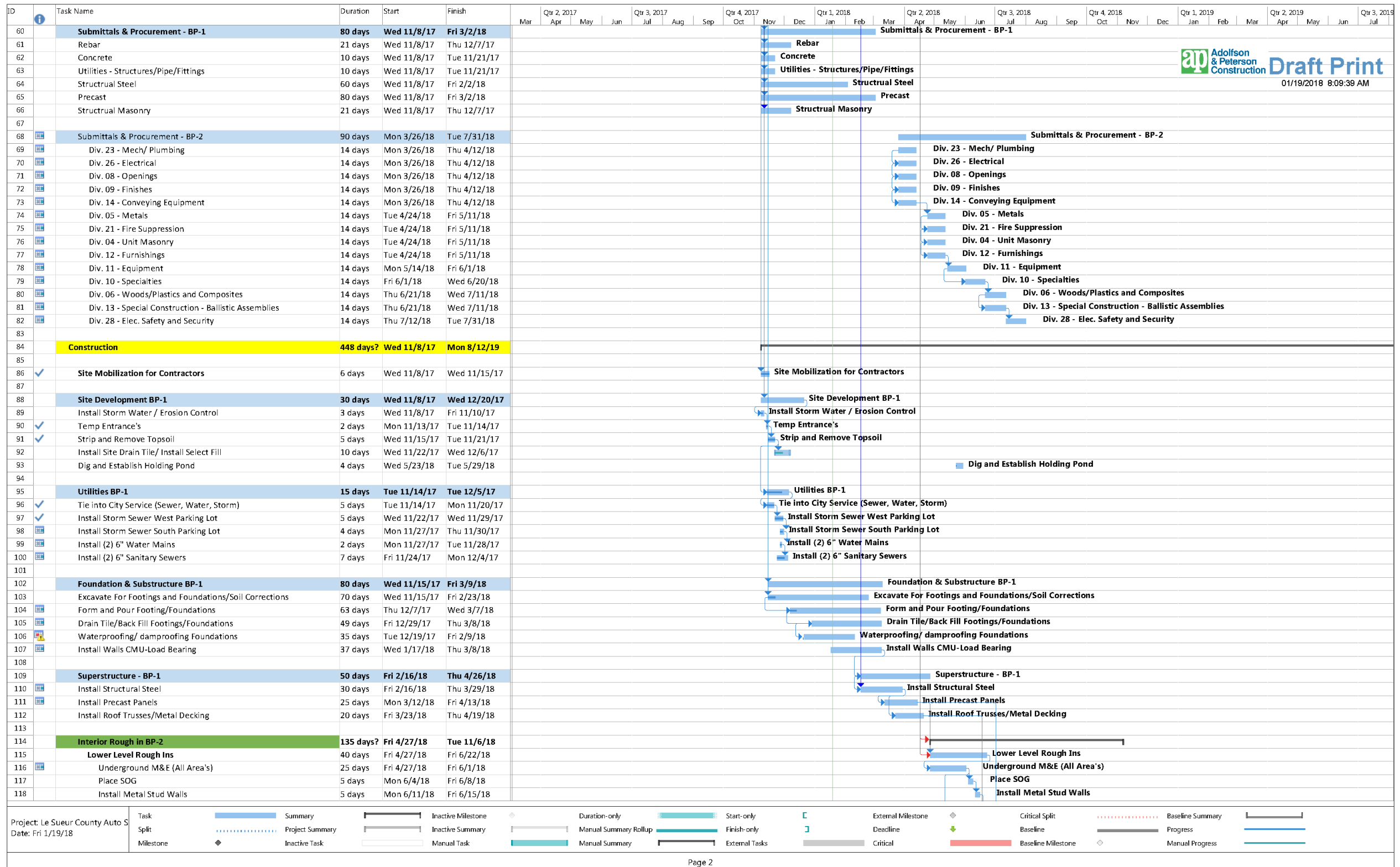
Project: Le Sueur County Auto S
Date: Fri 1/19/18

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Critical Split	Baseline Summary
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Baseline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Baseline Milestone	Manual Progress

Page 1

7.0

SCHEDULE



Adolfson & Peterson Construction
Draft Print
01/19/2018 8:09:39 AM

Project: Le Sueur County Auto S
Date: Fri 1/19/18

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Critical Split	Baseline Summary
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Baseline	Progress
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Critical	Baseline Milestone	Manual Progress

Page 2

Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 9

10:05 a.m. Brett Mason, Sheriff (5 min)

RE: Motorola Contract

RE: Ancom Contract

RE: 2018 Vehicle Bids

Staff Contact:



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: USC000002876
 Contract Modifier:

Date: 01/17/2018

Company Name:	Le Sueur County Sheriffs Dept
Attn:	Melanie Nelson
Billing Address:	88 S Park Ave
City, State, Zip:	Le Center, MN, 56057
Customer Contact:	Melanie Nelson
Phone:	507-357-4440

Required P.O.: No
 Customer #: 1000702945
 Bill to Tag #: 0001
 Contract Start Date: 02/01/2018
 Contract End Date: 01/31/2023
 Anniversary Day: Jan 31st
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	LSV01S00501A	***** Recurring Services ***** ASTRO SYS ESS+ AR		
	SVC01SVC1103C	ASTRO NETWORK MONITORING		
	SVC02SVC0030C	SP - LOCAL REPAIR WITH ONSITE RESPONSE XTL5000 CONSOLETTTE		
		FEB 1, 2018-JAN 31, 2019		\$31,675.59
		FEB 1, 2019-JAN 31, 2020		\$32,625.86
		FEB 1, 2020-JAN 31, 2021		\$33,604.63
		FEB 1, 2021-JAN 31, 2022		\$34,612.77
		FEB 1, 2022-JAN 31, 2023		\$35,651.16
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS <small>Le Sueur Co is part of the ARMER system. Special Taxation Terms apply. Customer receives, TSO, SUA, and SUS services under the pricing, terms, and conditions of the Minnesota State Support Contract, D.O.A. Contract No. 104183 (Formerly Contract No. 16494), Release No. S-914(5) (USC000007373).</small>			Subtotal - Recurring Services	\$168,170.01
			Subtotal - One-Time Event Services	\$.00
			Total	\$168,170.01
			Taxes	-
			Grand Total	\$168,170.01
<small>THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.</small>				
<p>The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If the Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration, a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract.</p>				
Subcontractor(s)			City	State
MOTOROLA SYSTEM SUPPORT CENTER			ELGIN	IL

MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
ANCOM TECHNICAL CENTER	ROCHESTER	MN

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

Mike Rosonke

Customer Support Manager

1/17/2018

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Michael Rosonke

(612) 490-4453

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	
-------------------------------------	-------	--

Company Name: Le Sueur County Sheriffs Dept
 Contract Number: USC000002876
 Contract Modifier:
 Contract Start Date: 02/01/2018
 Contract End Date: 01/31/2023

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

Essential Plus Services
Statement of Work
Version 1.3

Table of Contents

Essential Plus Services	3
Customer Support Plan (CSP)	3
Centralized Service Delivery	3
Field Service Delivery	4
Network Hardware Repair	4
Security Management Operations	5
Appendix A: Technical Support Statement of Work	6
Appendix B: Network Hardware Repair Statement of Work	11
Appendix C: Self-Installed Security Patches Statement of Work	14
Appendix D: OnSite Support Statement of Work	17
Appendix E: Annual Preventive Maintenance Statement of Work	21

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer (“Agreement”) and is subject to the terms and conditions set forth in the Agreement.

Essential Plus Services are Technical Support, OnSite Support, Annual Preventive Maintenance, Network Hardware Repair, and Self-Installed Security Patches. Each of these services are summarized below and expanded upon in the appendices A, B, C, D and E. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

Essential Plus Services

Motorola’s Essential Plus Services are designed for customers who would benefit from Motorola’s support experience. Essential Plus Services are delivered through a combination of centralized resources within Motorola’s Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Essential Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Essential Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Essential Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Essential Plus Services CSP and other portions of the Agreement

Customer Support Plan

The Essential Plus Services Statement of Work summarizes Motorola’s delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Essential Plus Services SOW will be adapted to each Customer’s own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Essential Plus Services SOW

Centralized Services Delivery

Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the SSC Network Operations Center by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix A contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

Field Service Delivery

Essential Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined severity levels. Appendix D contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis. Appendix E contains the SOW for Annual Preventive Maintenance.

Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix B contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

Security Management Operations

Self-Installed Security Patches

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Appendix C contains the SOW for Self-Installed Security Patches.

MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

Technical Support: View case status details to compare them to committed response times.

OnSite Support: Observe case details by severity level and track the progress of onsite support issue resolution.

Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance.

Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.

Security Patching: Download pre-tested security updates to ensure the network is protected.

Trending Reports: Access up to 13 months of historical data and system activity to analyze case management.

Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

Appendix A: Technical Support Statement of Work

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. Technical Support availability for severity 2, 3 and 4 incidents is outlined in the [Severity Level Response Goals](#). Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed [Severity Level Definitions](#) stated in this document.

Motorola will track the progress of each case from initial capture to resolution. Motorola will advise and inform the customer of the case progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. See [Severity Level Definitions](#).

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.

1.4.3 System installations, upgrades, and expansions.

1.4.4 Customer training.

1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport management.

1.4.8 Motorola services not included in this statement of work.

1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Severity 1 support. Refer to [Severity Level Response Time Goals](#) for Severity 2, 3 and 4 response times.

1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the [Severity Level Response Time Goals](#) section of this document and the severity level defined in the [Severity Level Definitions](#) section of this document. Remote diagnostics can be conducted more quickly if the customer maintains a connection to the SSC.

1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

1.5.4. Maintain communication with the customer in the field as needed until resolution of the case

1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7. Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.6. Validate issue resolution prior to close of the case in a timely manner.

1.6.7. Acknowledge that cases will be handled in accordance with the times and priorities as defined in the [Severity Level Definitions](#) and in the [Severity Level Response Time Goals](#) section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available. The following are examples of this kind of failure: <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke, ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services consist of: Voice, data or network management). The following are examples of this kind of failure: <ul style="list-style-type: none"> ○ Less than 33% of call processing resources impaired ○ Failure of a single redundant component
Severity 3	This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place. The following are examples of this kind of severity: <ul style="list-style-type: none"> ○ Intermittent faults that are infrequent and minor impact to core services ○ Statistical reporting problems
Severity 4	This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity: <ul style="list-style-type: none"> ○ Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. ○ Faults that have no impact in how the user perceives the system to work. ○ Cosmetic issues. ○ Requests for information.

1.8 Severity Level Response Goals

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Remote diagnostics can be conducted more quickly if the customer maintains a connection to the SSC. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

Appendix B: Network Hardware Repair Statement of Work

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.
- 1.4.3 All Broadband infrastructure over three (3) years from product cancellation date
- 1.4.4 Physically damaged infrastructure.
- 1.4.5 Third party equipment not shipped by Motorola
- 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.4.7 Video retrieval from Digital In-Car Video equipment.
- 1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.4.9 Test equipment.
- 1.4.10. Racks, furniture and cabinets.
- 1.4.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

- 1.5 Motorola has the following responsibilities:
- 1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.
 - 1.5.2 Provide repair return authorization numbers when requested by Customer.
 - 1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.
 - 1.5.4 Perform the following service on Motorola infrastructure:
 - 1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.5.4.2 Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.5.4.3 Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.
 - 1.5.4.4 Perform a box unit test on all serviced infrastructure.
 - 1.5.4.5 Perform a system test on select infrastructure.
 - 1.5.5 Provide the following service on select third party infrastructure:
 - 1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
 - 1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.
 - 1.5.5.6 Properly package repaired infrastructure.
 - 1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.
- 1.6 The Customer has the following responsibilities:

- 1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.
- 1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.
- 1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.
- 1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.6.5 Provide Customer purchase order number to secure payment for any costs described herein that are outside the scope of the existing Agreement between Motorola and Customer to which this SOW is attached.
- 1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.
 - 1.6.6.1 Clearly print the return authorization number on the outside of the packaging.
- 1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.
- 1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.
- 1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Appendix C: Self-Installed Security Patches Statement of Work

To verify compatibility with your ASTRO 25 system, Motorola's Self-Installed Security Patches provides pre-tested third party software (SW) security updates.

1.0 Description of Self Installed Security Patches Service

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

Once tested, Motorola will post the OEM vendor supported updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Motorola will also provide labels on the extranet site that can be printed and applied to DVD's. The customer will be responsible for the download and deployment of these updates to their ASTRO 25 System.

1.1 Scope

Self-Installed Security Patches Service supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support 5 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Self-Installed Security Patches Service is available for any L or M core system in a supported release. Self Installed Security Patches Service is also available for K cores but only for Windows PC's such as MCC 7500 consoles.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates

for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

Motorola has the following responsibilities:

- Obtain relevant third party SW security updates as made available from the OEM's. This includes antivirus definition updates, OEM vendor supported operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Self Installed Security Patches Service. Motorola does not control when these updates are released, but current release schedules are listed for reference:
 - McAfee Antivirus definitions– Weekly
 - Microsoft PC and Server OS patches – Monthly
 - Solaris, RHEL OS, VMware hypervisor patches – Quarterly
- Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.
- Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.
- Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- Pre-test STIG recommended remediation when applicable.
- Release all tested updates to Motorola's secure extranet site.
- Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.
- Include printable labels for customers who download the updates to CD's.
- Notify customer of update releases by email.
- A supported Self Installed Security Patches Service ASTRO 25 release matrix will be kept on the extranet site for reference.

1.3 The Customer has the following responsibilities:

- Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).

- Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- Provide means for accessing pre-tested files (Access to the extranet website).
- Deploy pre-tested files to the customer system as instructed in the “Read Me” text provided.
- Implement recommended remediation(s) on customer system, as determined necessary by customer.
- Upgrade system to a supported system release as necessary to continue service.
- Adhere closely to the Solutions Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
- Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.
- Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Service.

1.4 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer’s system will be error-free or immune to security breaches as a result of these services.

Appendix D: OnSite Support Statement of Work

Motorola's OnSite Support service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

The Motorola SSC will receive customer request for OnSite Support service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in [Severity Level Definitions](#) table and Response times set forth in [Severity Level Response Time Goals](#) table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with [Severity Level Definitions](#) and [Severity Level Response Time Goals](#) tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the case to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary case information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:
- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
- 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
- 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.

- 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
 - 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
 - 2.11. Escalate the case to the appropriate party upon expiration of a response time.
 - 2.12. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
 - 2.13. Notify customer of case status as defined by the Customer Support Plan:
 - 2.13.1 Open and closed; or
 - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
 - 2.14. Provide Case activity reports to customer if requested.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact Motorola, as necessary, to request service.
 - 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
 - 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a case.
 - 3.4. Allow Servicers access to equipment.
 - 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
 - 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
 - 3.7. Maintain and store in an easily accessible location proper system backups.
 - 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
 - 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● 33% of call processing resources impaired ● Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services are voice, data or network management).</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Less than 33% of call processing resources impaired ● Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Intermittent faults that are infrequent and minor impact to core services ● Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ● Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. ● Faults that have no impact in how the user perceives the system to work. ● Cosmetic issues. ● Requests for information. ● Preventive Maintenance

5.0 Severity Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Severity Level	Standard Response Time
Severity 1*	Within 4 hours from receipt of notification continuously
Severity 2	Within 4 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

* Premier Response is an option that can be purchased, it provides a 2-hour response time for severity 1 issues.

Appendix E: Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third party products per the level of service as defined in [Table 1: PM Tasks Performed](#).

1.3 Limitations and Exclusions

Unless specifically described in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

- 1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
 - 1.4.2 Advise customer of any issue that requires immediate attention.
 - 1.4.3 Maintain communication with the customer as needed until completion (“resolution” implies a problem is being fixed) of the Annual Preventive Maintenance.
 - 1.4.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
 - 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
 - 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.
- 1.5 The Customer has the following responsibilities:
- 1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
 - 1.5.2 Authorize and acknowledge any scheduled system downtime.
 - 1.5.3 Maintain periodic backup of databases, software applications, and firmware.
 - 1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
 - 1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
 - 1.5.6 Provide site escorts in a timely manner if required.
 - 1.5.7 Provide Motorola with requirements necessary for access to secure facilities.
 - 1.5.8 Obtain at Customer’s cost all third party consents or licenses required to enable Motorola to provide the Service.

Table 1: PM Tasks Performed

MASTER SITE CHECKLIST	
SERVERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (microwave/leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
ROUTERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
DOMAIN CONTROLLERS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
FIREWALLS	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
LOGGING EQUIPMENT	

Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	i.e. memory, HDD, CPU, disk space/utilization.

PRIME SITE CHECKLIST

SOFTWARE	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
SWITCHES	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
MISCELLANEOUS EQUIPMENT	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
COMPARATORS	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST

GENERAL	
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Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
HEADSET UNPLUGGED TESTING	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
OTHER TESTS	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable)
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable)
Recording	Verify operator position being recorded on long term logging recorder (if applicable)

COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Audio Levels and Quality	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

RF SITE CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.
GTR 8000 Results Sheet	Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power Gen Level Desense no Tx.

MOSCAD CHECKLIST	
MOSCAD SERVER	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.

Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD CLIENT	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
MOSCAD RTU's	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity

FACILITIES CHECKLIST

VISUAL INSPECTION EXTERIOR

ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.

VISUAL INSPECTION INTERIOR

Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.

Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
UPS	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
GENERATOR	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in back up generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating

MICROWAVE CHECKLIST

RADIO

Alarms	Check alarm / event history
Software	Verify version of application
TX Frequency	Verify transmit frequency
TX Power	Verify transmit power
RX Frequency	Verify receive frequency
RX Signal Level	Verify receive signal level and compare with install baseline documentation
Save configuration	Save current configuration for off site storage

Backhaul Validation	Monitor UEM status (alarms, logs, etc.) for all links. If UEM not used to monitor microwave, then use provided microwave alarm mgmt server.
WAVEGUIDE	
Visual Inspection	Inspect for wear or dents (from ground using binoculars).
Connection Verification	Verify all connections are secured with proper hardware (from ground using binoculars).
DEHYDRATOR	
Visual Inspection	Inspect moisture window for proper color
Pressure Verification	Verify pressure of all lines
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes
Run Hours	Record number of hours ran

TOWER CHECKLIST

STRUCTURE CONDITION

Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.

TOWER LIGHTING

Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.

ANTENNAS AND LINES

Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.

GROUNDING

Structure Grounds	Inspect grounding for damage or corrosion
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GUY WIRES

Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.

CONCRETE CONDITION

Tower Base

Check for chips or cracks.

Appendix F: Network Hardware Repair with Advanced Replacement Overview

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the [Advanced Exchange or Loaner Decision Process flowchart](#) for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a commercially reasonable effort to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair with Advanced Replacement:

- 1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.3.2. All third party infrastructure hardware over three (3) years from product cancellation date.
- 1.3.3 All broadband infrastructure three (3) years from product cancellation date

- 1.3.4 Physically damaged infrastructure.
- 1.3.5 Third party equipment not shipped by Motorola.
- 1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.3.7 Video retrieval from digital in-car video equipment.
- 1.3.8 Infrastructure backhaul such as: antennas, antenna dehydrators, microwave¹, line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS.¹
- 1.3.9 Test equipment.
- 1.3.10. Racks, furniture and cabinets.
- 1.3.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- 1.3.11. Firmware and/or software upgrades.

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

1.4 Motorola has the following responsibilities:

- 1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
- 1.4.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- 1.4.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
- 1.4.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
- 1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.
 - 1.4.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.
 - 1.4.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The

customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to [Advanced Exchange or Loaner Decision Process flowchart](#) for the loaner process and [Shipping Charges](#) for shipping charge detail.

1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10. Perform the following service on Motorola infrastructure:

1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4. Perform a box unit test on all serviced infrastructure.

1.4.10.5. Perform a system test on select infrastructure.

1.4.11. Provide the following service on select third party infrastructure:

1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See [Shipping Charges](#).

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives undamaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

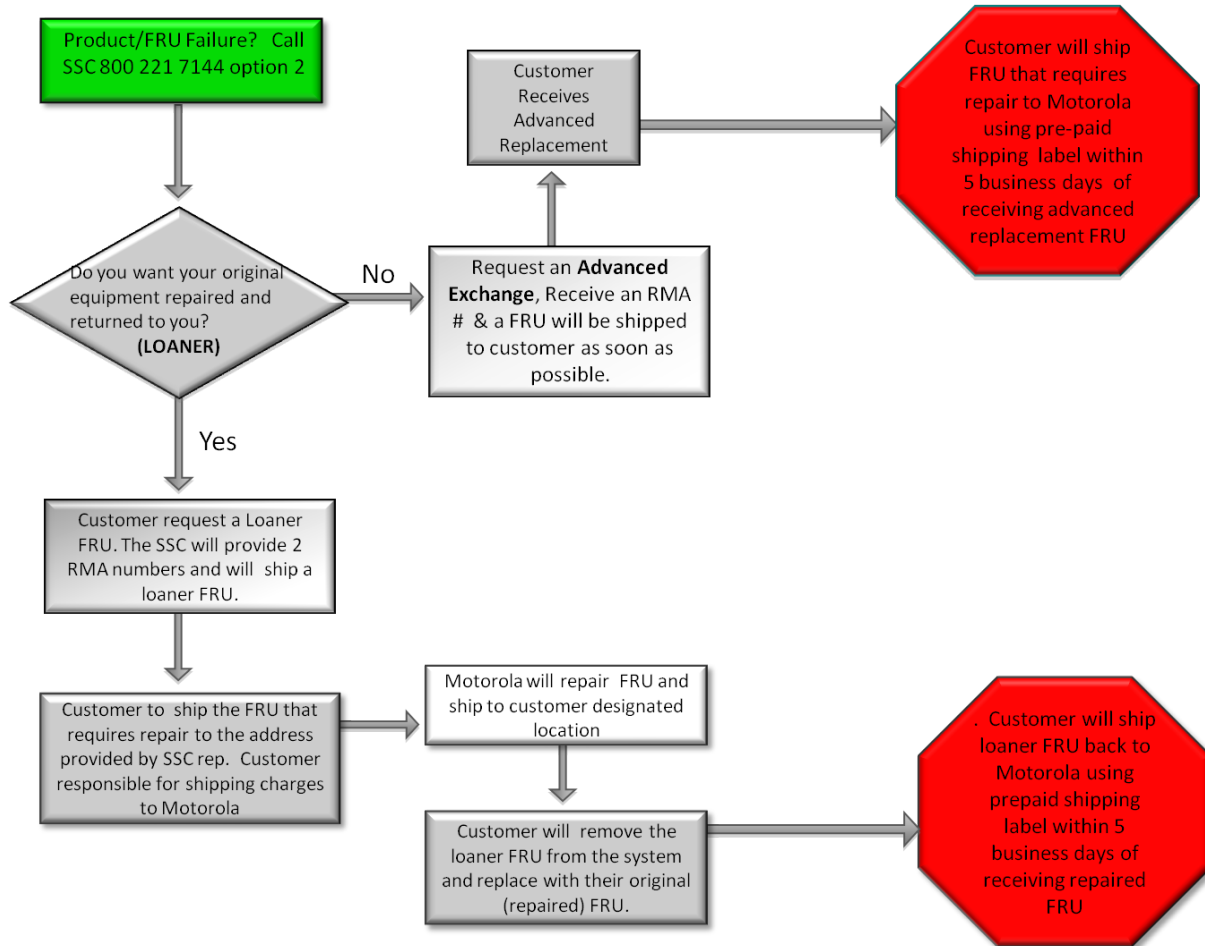
1.5.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.

1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

Advanced Exchange or Loaner Decision Process:



Shipping Charges:

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier * (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

*Motorola shipping carriers – FedEx and DHL



Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to the Customer. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 2.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1
- 2.7 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.7.1 Characterize the issue
 - 2.7.2 Determine a plan of action
 - 2.7.3 Assign and track the Case to resolution.
- 2.8 Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
- 2.9 Ensure the required personnel have access to Customer information as needed.
- 2.10 Disable and enable System devices, as necessary, for Servicers.
- 2.11 Servicer will perform the following on-site:
 - 2.11.1 Run diagnostics on the Infrastructure or FRU.
 - 2.11.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.11.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.11.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.

- 2.12 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.13 Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.14 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.15 Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels
 - 2.15.1 Open and closed; or
 - 2.15.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 2.16 Provide the following reports, as applicable:
 - 2.16.1 Case activity reports to Customer.
 - 2.16.2 Network Monitoring Service reports for Customer System(s).
 - 2.16.3 Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
- 2.17 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
- 2.18 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.

3.0 Customer Responsibilities:

- 3.1 Allow Motorola Continuous remote access to obtain System availability and performance data.
- 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
- 3.3 Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.4 Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.5.1 Case notification preferences and procedure
 - 3.5.2 Repair Verification Preference and procedure
 - 3.5.3 Database and escalation procedure forms.
 - 3.5.4 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6 Provide the following information when initiating a service request:
 - 3.6.1 Assigned System ID number
 - 3.6.2 Problem description and site location
 - 3.6.2 Other pertinent information requested by Motorola to open a Case.
- 3.7 Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 3.8 Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 3.9 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 3.10 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.12.2
- 3.11 Maintain and store in an easy accessible location any and all Software needed to Restore the System.
- 3.12 Maintain and store in an easily accessible location proper System backups.
- 3.13 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
- 3.14 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
- 3.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ol style="list-style-type: none"> 1. Response is provided Continuously 2. Major System failure 3. 33% of System down 4. 33% of Site channels down 5. Site Environment alarms (smoke, access, temp, AC power) as determined by the SSC. 6. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Significant System Impairment not to exceed 33% of system down 3. System problems presently being monitored 4. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Intermittent system issues 3. Information questions 4. Upgrades/preventative maintenance 5. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Standard Response Time	Restoral	Off Deferral
Severity 1	Within 4 hours from receipt of Notification Continuously	8 Hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	8 Hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	48 Hours	Time provided by Servicer *

- Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.

- Provide update **before** the specific contractual commitments come due.

* Note: Provide update to System Support Center **before** Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity Type	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola

MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table (Listed by technology)

System Type	Equipment
<p>ASTRO 25 (release 7.0 and higher) SECURITY ELEMENTS Monitoring and managing Security Elements is dependent on Customer purchasing and Core Security Management Server as Equipment with the Customer System</p>	<p>Packet Routing Network; Zone Controllers; Database Server; FullVision Server; UEM Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; Conventional Channel Gateway (CCGW); Core, Exit, Gateway, Peripheral, Border, and Site routers, HP Switches master, prime, console (MCC7500) and repeater sites switches, GGSN; CWR</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations); Intelli Site Repeater RF Site (Site Controllers, Stations). The SMARTX box is a transparent box that connects the legacy equipment to ASTRO core. The SMARTX box is not part of the monitored elements.</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p> <p>If Motorola Security Monitoring service is purchased - Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server</p>

<p>ASTRO 25 (release 6.3 ? 6.9) SECURITY ELEMENTS Monitoring and managing Security Elements is dependent on Customer purchasing and Core Security Management Server as Equipment with the Customer System</p>	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Site Power, Microwave)</p> <p>DOES NOT INCLUDE MONITORING OF ANY MOSCAD ALARM POINTS THAT DO NOT DIRECTLY IMPACT THE PERFORMANCE OF THE RADIO NETWORK. DOES NOT INCLUDE MONITORING OF ANYTHING OUTSIDE OF THE RADIO NETWORK UNLESS SPECIFICALLY STATED</p> <p>If Motorola Security Monitoring service is purchased - Core Security Management Server, Intrusion Detection Sensor, Firewall, Anti-virus Application, Servicer Authentication, Centralized Logging Server</p>
<p>ASTRO 25 6.0 - 6.2</p>	<p>Nortel; Packet Routing Network; Zone Controllers; Database Server; FullVision Server; Zone Statistical Server; Air Traffic Router; System Statistics Server; User Configuration Server; Packet Data Gateway Server; PBX; Interconnect Server; Motorola Gold Elite Gateway (MGEG); AEB; CEB; ARCADACS Cross Connect Switch; Simulcast RF Site (Site Controllers, Comparators, Stations); Intelli Repeater RF Site (Stations);Intelli Site Repeater RF Site (Site Controllers, Stations);</p> <p>MOSCAD Overlay (TenSr, Station, Channel Banks, TRAK GPS, Environmental Alarms, Microwave)</p>
<p>Astro LE</p>	<p>Site Controllers; Environmental Alarms; Channel Banks</p>

*Legal Approval
September 2010*

Statement of Work

OnSite Infrastructure Response With Local Repair

1.0 Description of Service

OnSite Infrastructure Response provides for on-site technician Response by a Servicer. A Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1 Continuously receive service requests.
- 2.2 Assign and dispatch technical resources and provide estimated time of arrival (ETA) to Customer.
- 2.3 Servicer will perform the following on-site:
 - 2.3.1 Run diagnostics on the Infrastructure or FRU.
 - 2.3.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.3.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.3.4 If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.4 Verify with Customer that Restoration is complete or System is functional. If Customer cannot be contacted within twenty (20) minutes of Restoration, the Servicer will leave the Customer site.
- 2.5 Provide the service ticket document to Customer, when requested. Service ticket document should include the following:
 - 2.5.1 Resolution action.
 - 2.5.2 Provide defective FRU or part number (model #) used.

3.0 Customer has the following responsibilities:

- 3.1 Contact Servicer, as necessary, to request service Continuously.
- 3.2 Allow Servicers access to Equipment.
- 3.3 Supply Infrastructure or FRU as needed in order for Motorola to Restore the System as set forth in paragraph 2.3.2.
- 3.4 Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.5 Maintain and store in an easily accessible location proper System backups.
- 3.6 For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.7 Contact the Servicer upon expiration of Response time goal.
- 3.8 Upon being contacted by the Servicer requesting Verification of a Restoration as described above in Section 2.4, respond to that request within twenty (20) minutes.
- 3.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide this service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Response Time Table (Customer's Response Time Classification is designated in the Service Agreement)

Severity Level	Regular Response Time	Premier Response Time	Limited Response Time
Severity 1	Within 4 hours from receipt of Notification Continuously	Within 2 hours from receipt of Notification Continuously	Within 4 hours from receipt of Notification Standard Business Day
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day

RADIO SERVICE CONTRACT

THIS AGREEMENT made and entered by and between, **Le Sueur County Sheriff's Office** and ANCOM Technical Center, Inc. (ATC), a Minnesota Corporation.

SERVICES TO BE PERFORMED

ATC agrees to maintain the two-way microwave radio equipment listed on the attached page. All labor and materials required to repair this equipment, which has become defective due to normal wear and tear, will be furnished at no additional cost. Periodic inspections will be made as required to assure equipment performance levels as stated in the manufacturer's specifications. ATC will perform first echelon services to on-site repairs for any fixed equipment covered under this contract.

TIMELY AND PROFESSIONAL MANNER

ATC agrees to provide service in both a professional and timely manner. Unless specifically noted all service work is to be performed during normal ATC business hours (8 a.m. – 5 p.m.), holidays exempt. If needed, an emergency twenty-four (24) hour, service will be available to specified radios.

EXCLUSIONS

This contract will not cover the following items:

- A. Maintenance or replacement of any tower, tower light or associated antenna and antenna transmission lines.
- B. Replacement of batteries or antennas.
- C. Repair of equipment which has become defective or damaged by accident, physical abuse or misuse, acts of God, or fire.
- D. Installation and/or removal of any equipment.
- E. Any radio equipment deemed unrepairable. Determination of which will be at the discretion of ATC.
- F. Interference

ADDITIONS OR DELETIONS

This contract may be amended at any time for the purpose of adding or deleting specific items of equipment. All changes will be based upon the established rates of this contract. If customer purchases used radios, these are required to be PM checked and repaired as needed before they are placed on this contract. PM charges are \$35.00 per radio, repairs if needed at prevailing time and material rates.



TERMS

The initial term of this contract will be for Five years beginning February 1, 2018 through January 31, 2023. After the initial period, this contract will automatically renew for a period of not less than one (1) year, without notice. This contract may be terminated by either party with not less than thirty (30) days written notice of intent to terminate prior to its anniversary date. Any and all rate adjustments will be preceded by not less than thirty (30) days written notice.

UNSATISFACTORY WORKMANSHIP

In the event the customer is dissatisfied with the service received within this contract period and the issue is not reconcilable, this contract may be canceled following not less than thirty (30) days written notice of intent to terminate.

PAYMENT

Payment period shall be annually, in advance, or as otherwise agreed. The total annual cost of this Contract minus the discount for the first year’s annual payment is **\$14,880.00**. Shipping and handling charges will be \$9.00 per shipment, via a professional package delivery services. A ten (10) pound limit will be applied to each box shipped.

SPECIAL CONDITIONS

- 1. All fixed equipment is covered under a 24 X 7 basis including Holidays.

RADIO EQUIPMENT INVENTORY

Equipment serial numbers will be on file at Ancom Technical Center. See the attached (1) page for specific equipment lists.

Customer:
Le Sueur County Sheriff
88 South Park Avenue
Le Center, MN 56057
507-357-4440

Contractor:
ANCOM Technical Center, Inc.
1800 East Cliff Road, Suite 17A
Burnsville, MN 55337
952-808-0033

By: _____

By: _____
Neale Cafilisch

Date: _____

Date: _____



**SERVICE CONTRACT
INVENTORY**

Date: January 12-2018
 Name: Le Sueur County Sheriff's Department
 Address: 88 South Park Avenue
 City: Le Center
 State: MN Zip: 56057
 Phone: 507-357-4440

PO #: _____
 Customer Contact: Brett V.P. Mason
 Contract Start Date: February 1, 2018
 Expiration Date: January 31, 2023
 Automatic Renewal: Yes
 No

QTY	MODEL NUMBER SERIAL NUMBER DESCRIPTION	PLACE OF SERVICE			MONTHLY SVC AMOUNT	
		CUSTOMER LOCATION	SVC CTER DRIVE-IN	SVC CTER MAIL-IN	PER UNIT	EXTENDED
	MICROWAVE					\$ -
1	MNI 11 GHz LEC to Le Center MnDot Includes Spare Radio	XX			\$ 310.00	\$ 310.00
1	MNI 6 HGz. LEC to Le Sueur Water Tank Includes Spare Radio	XX			\$ 310.00	\$ 310.00
1	MNI 6 GHz Le Sueur Water Tank to MNDOT Tower (State Hospital) Includes Spare Radio	XX			\$ 310.00	\$ 310.00
1	PTP600 LEC to Montgomery Water Tank Includes Spare Radio	XX			\$ 310.00	\$ 310.00
	Monthly Total					\$ 1,240.00
	First YearTotal (includes 5% prepay)					\$ 14,880.00
	Second YearTotal +2% (includes 5% prepay)					\$ 15,177.60
	Third YearTotal +2% (includes 5% prepay)					\$ 15,481.16
	Fourth YearTotal +2% (includes 5% prepay)					\$ 15,790.78
	Fifth YearTotal +2% (includes 5% prepay)					\$ 16,106.60
PAYMENT CYCLE: TAX EXEMPT: <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Yes, Attach exempt <input type="checkbox"/> Semi-Annually certificate <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> No <input type="checkbox"/> Monthly		THIS AMOUNT IS SUBJECT TO STATE AND LOCAL TAX JURISDICTIONS			SUB TOTAL	\$ 14,880.00
					TAX	
					TOTAL	\$ 14,880.00

Special Instructions

All listed equipment serviced 8 hours 5 days a week excluding Holidays. Contract includes annual FCC/ PM check on fixed Equipment

_____	_____	_____
AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
_____	Business Development	_____
ANCOM COMMUNICATIONS, INC.	TITLE	DATE



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 10

10:10 a.m. Bruce Kimmel, Senior Advisor, Ehlers (10 min)

RE: Series 2018B Jail Bonds

Staff Contact:



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 11

10:20 a.m. Human Resources (10 min)

Staff Contact:



Human Resources

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

HUMAN RESOURCES AGENDA ITEMS February 6, 2018

Recommendation to accept the resignation from Tiffany Hering, full time Registered Nurse in Public Health, effective February 20, 2018.

Recommendation to post and advertise for a full time Public Health Nurse in Public Health, Grade 11, Step 1 at \$24.01 per hour.

Recommendation to hire Jeremy Swenson as a full time Correctional Officer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.94 per hour, effective February 19, 2018.

Recommendation to grant regular status to Pat Rentz, full time Social Services Supervisor in Human Services, effective January 30, 2018.

Recommendation to post and request the merit list for a full time Agency Social Worker in Human Services, Grade 11, Step 1 at \$24.01 per hour.

Recommendation to post and request the merit list for a full time Office Support Specialist in Human Services, Grade 3, Step 1 at \$15.06 per hour.

Recommendation to approve and sign the 2018 Pay Equity Implementation Report.

Equal Opportunity Employer

Part A: Jurisdiction Identification

Jurisdiction: Le Sueur County
88 South Park Avenue

Jurisdiction Type: County

Le Center MN 56057

Contact: Cindy Westerhouse

Phone: (507) 357-8517

E-Mail: cwesterhouse@co.le-sueur.mn.us

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was: Consultant's System

Description:

SAFE Evaluation

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:

There is no difference and female classes are not at a disadvantage.

3. An official notice has been posted at:

Court House Employee Bulletin Board
(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

Le Sueur County Commissioners
(governing body)

Lance Wetzel
(chief elected official)

Board Chair
(title)

Part C: Total Payroll

\$11,133,023.80

is the annual payroll for the calendar year just ended December 31.

Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Date Submitted: 1/31/2018



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 12

10:30 a.m. Darrell Pettis, County Administrator

RE: West Jefferson Update

RE: Voting Equipment Grant

RE: Funding Request for MN River Valley Scenic Byway

RE: Dantona Subordination Request

Staff Contact:

January 24, 2018

Robyn Geldner
rgeldner@gmail.com

RE: West Jefferson Lake Sanitary Sewer Collection System
Environmental Summary Response to Comments
Project Number 280366

Dear Robyn Geldner:

The Minnesota Pollution Control Agency (MPCA) has received and reviewed your comments regarding the environmental summary for the proposed Le Sueur County – West Jefferson Lake project.

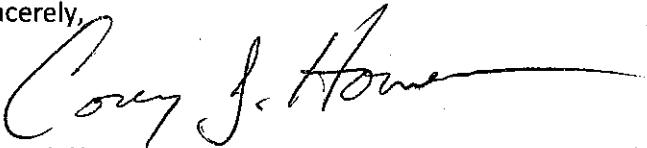
You have expressed concern with the impacts of the moving wastewater out of the watershed and it possibly having an impact to the lake water levels. The MPCA is not aware of any other lake projects that have a collection system that has had any issues with the lake lowering due to removing individual treatment systems. The amount of water is just a fraction of the water in the watershed.

The wastewater that is going to be collected will be domestic strength wastewater. The water will not become higher strength due to the option that is chosen to transport the wastewater. Pumping wastewater is a common practice worldwide and almost all of Minnesota's wastewater is pumped at some point in time during transport or treatment.

Your request for the preparation of an environmental assessment appears to be a request for an Environmental Assessment Worksheet (EAW). Preparation of an EAW, or requesting an EAW, is not part of the MPCA Environmental Summary process, but is a separate process governed by Minnesota Environmental Quality Board (EQB) rules Minn. R. Chapter 4410. If you have questions regarding the separate process, we encourage you to contact the EQB or staff of the MPCA Environmental review program, at 651-757-2317.

If you have any questions, feel free to contact me at 507-206-2603.

Sincerely,



Corey J. Hower
Engineer
Municipal Wastewater Section
Municipal Division

CJH:jw

cc: Darrell Pettis, Le Sueur County
Jason L. Femrite, P.E., Bolton & Menk, Inc., Mankato
Hailey Gorman, Southeast Wastewater Initiative, Northfield

January 24, 2018

John Bruender
26752 Sioux Trail
Madison Lake, MN 56063

RE: West Jefferson Lake Sanitary Sewer Collection System
Environmental Summary Response to Comments
Project Number 280366

Dear John Bruender:

The Minnesota Pollution Control Agency (MPCA) has received and reviewed your comments regarding the environmental summary for the proposed Le Sueur County – West Jefferson Lake project.

The following will state the comment received and the MPCA response will follow.

1. *We have been told that this is completely voluntary; no one has to hook up if they don't want too. The following statement is out of the 2015 Minnesota Plumbing Code.*

Building Sewer Installation

- a. *A building sewer starts at two feet outside a building*
- b. *Sanitary building sewer must connect to a public sewer when available (see section 713.4).*

The MPCA will not force anyone to hookup to the West Jefferson project. The funding program is a voluntary program. According to the district the property owners that want to partake in the project must petition into the district. The district can only allow 140 sanitary sewer connections and once that total is met, no further connections will be allowed to connect to this project at this time.

Minn. R. 4714.0713, subp. 3, **Section 713.7** does not pertain to this project because the service connections are limited to 140 connections and will not be a public sewer. It will be the sanitary service districts collection system.

2. *The grant money has not been approved, there has only been a grant application filled out.*

This is a correct statement. Grants and loans from the Public Facilities Authority (PFA) require numerous items that need to occur prior to approving grant and loan money. At this point in time the project may qualify for grant and loan money, but the project will depend on how much money is available in the bonding bill and how they rank on the project priority list. This list ranks projects due to environmental need. Currently, West Jefferson is ranked 125 out of 302 projects listed.

3. *According to MPCA when funding sewer projects onsite treatment should be the first choice.*

The subsurface treatment systems option does need to be evaluated to determine if that is viable for homeowners, according to Minn. R. 7077 (the State Revolving Fund program rules). This was completed in early stages of the project and was project proposer's conclusion to select the collection system and interceptor to the city of Cleveland. This was approved by the MPCA during the facility plan review.

4. *What about the 12,000,000 + gallons of groundwater that will go out of the watershed every year? (gone forever)*

I cannot confirm your number of gallons, but 140 homes will convey wastewater to the city of Cleveland's wastewater ponds. Removing this water and treating it to meet water quality standards will eliminate a number of non-complaint subsurface systems that possibly impact Lake Jefferson.

5. *Septic systems do a better job of treating sewage than municipal sewer plans and at a much lower cost.*

The facility plan process determines the best options for treatment and costs. This is required for all facility plans. Individual treatment was reviewed and the conclusion was it was not the most cost effective choice for serving 140 homes.

6. *Page 10 of grant application: Names fecal coliform bacteria as a pollutant, where is the proof of this pollutant and what is the source?*

The MPCA did not write the grant application, but according to the information the MPCA has received, out of 130 homes, 69 homes are considered not to have enough soil separation to groundwater. Thus, this can cause fecal coliform to not be fully treated which impacts groundwater and the lake due to systems being located within 500 feet of the lake.

7. *Page 8 of the Environmental information worksheet M15.111340 submitted by Bolton & Menk quote, "This project will have a positive impact on West Jefferson Lake by reducing the nutrient load from the domestic septic systems." Where is the document to prove this? Lake Washington has had a sewer for over 10 years and the water quality gets worse every year.*

Fixing a portion of the non-compliant Subsurface Sewage Treatment System's will help reduce the nutrient loading to the lake. This is only a small part of the loading that affects lakes in this region of the state of Minnesota. Stormwater runoff from farm and lawns transport sediment and fertilizers into the lake that can have a very large impact to lakes in this region. Not only do updates to the sewage system need to occur but other changes related to nutrient management need to occur to start seeing positive changes to the water quality in the lake.

8. *In the Wenck report the cost of a cluster system is grossly overstated. Cluster systems in the area have been costing in the low \$20,000 range not \$39,000 to \$57,400 + land as stated by Wenck.*

The MPCA concurs with the cost written in the Wenck report. The state has seen many area cluster systems in this range, if not more in cost.

9. *Grinder pumps are expensive and very costly to maintain. A gravity system should be considered.*

Gravity collection has been evaluated in the facility plan. Small diameter force main and grinder pumps is the most affordable way to convey sewage in this project. A number of other lake projects have installed these types of collection systems. Gravity systems can be very expensive to install because the pipes can get very deep into the ground. The deeper the collection pipe is buried the greater the chance of infiltration that can occur (clean water entering the pipe). A small diameter force main with grinder pumps has less chance of ground water intrusion causing possible backups into homes.

10. *Is the cost of wiring each individual grinder pump in the bid?*

According to West Jefferson's consultant, the cost to wire the grinder pump is in the bid.

If you have any questions, feel free to contact me at 507-206-2603.

Sincerely,



Corey J. Hower
Engineer
Municipal Wastewater Section
Municipal Division

CJH:jw

cc: Darrell Pettis, Le Sueur County
Jason L. Femrite, P.E., Bolton & Menk, Inc., Mankato
Hailey Gorman, Southeast Wastewater Initiative, Northfield

**STATE OF MINNESOTA
VOTING EQUIPMENT GRANT AGREEMENT**

This grant agreement (hereinafter "Agreement") is made between the State of Minnesota, (hereinafter, "State") acting through its Secretary of State, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299 ("State") and LeSueur County, 88 S Park Ave, LeCenter, MN 56057 ("Grantee")

Recitals

- 1 Under Minnesota Laws 2017, First Special Session, Chapter 4, Article 3, § 17, coded as Minnesota Statutes, § 206.95, the Grantee is empowered to apply for the funds requested in this Agreement, and submitted a grant application under subdivision 3 of that section prior to 4 P.M. Central Time on December 15, 2017, and the State is empowered to enter into this grant.
- 2 Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State and in accordance with all state laws authorizing this grant. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.
3. The State is in need of assurance that Minnesota elections are conducted on modern voting equipment. Grantee is in need of funds to purchase optical scan counters, assistive voting devices, or electronic roster systems.
4. Grantee represents that it has insufficient resources to purchase these counters, devices or systems without the grant amount provided pursuant to this agreement.

Agreement

1 Effectiveness of Agreement

- 1.1 **Effective date:** February 1, 2018, or the date all required signatures, including those required by Minnesota Statutes, § 16B.98, Subd. 5, have been affixed to the agreement by Grantee and State, whichever is later. Per Minnesota Statutes, §16B.98, Subd. 11, the grantee submitted and the State approved a work plan and budget. Per, Minnesota Statutes §16B.98 Subd. 7, no payments will be made to the Grantee until this grant agreement is fully approved and executed, and Grantee has been notified by the State's Authorized Representative that they are in compliance with the terms of this Agreement.
- 1.2 **Expiration date:** August 31, 2019, or when all funds applied for and provided to Grantee by State have been expended, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the fulfillment of this grant agreement: 4. Conditions; 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Property Insurance; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 Grantee's Duties

- 2.1 **Activities.** The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1) and will use all funds provided as a result of this Agreement for the purchase of optical scan counters, assistive voting devices, or electronic roster systems in the manner described in this Agreement and as set forth in the Grant Application previously submitted by Grantee and attached hereto. As Chief County Election Official, the County Auditor or Election Director is responsible for fulfilling all requirements of Grantee under this agreement. Grantee will use the funds awarded only for the procurement of the voting equipment set forth in the Grant Application except as set forth in paragraph 2.4 of this Agreement.

Grantee is hereby awarded \$50,166.38⁴ for the purchase of O.S. Counters/Assistive Voting Devices. Grantee must match this grant with \$50,166.38 of local funds.

Grantee will expend all funds granted by this Agreement as well as the required match pursuant to Minnesota Statutes, § 206.95, no later than August 1, 2019, or will return all unspent grant funds to the State by August 31, 2019, for potential redistribution.

- 2.2 **Reporting Requirements.** Grantee shall report to the State as specified in this Agreement.

- (1) **Progress Reporting.** Grantee shall submit, by January 7, 2019, a financial reporting form to the State utilizing the format identified by the State, stating the amount spent in calendar year 2018 for the

purchase of each kind of voting system, how many were purchased, and how much of the grant award remains to be spent, if any.

- (2) **Final Reporting.** Grantee will submit a final report, no later than August 15, 2019, or 30 days after the grant amount has been fully expended, whichever comes first, including all items listed in 2.2 (1) above as well as cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements. These records must prove the total expenditure of the Grant Amount and the required total match pursuant to Minnesota Statutes, § 206.95, subdivision 4, or if less than all grant funds were expended, the total of the expended grant funds and the proportionate match required by Minnesota Statutes, § 206.95, subdivision 4.
- (3) **Other Requirements.** Subgrantee must maintain financial records for each grant sufficient to satisfy audit standards and must transmit those records to the secretary of state upon request of the secretary of state.
- (4) **Evaluation.** State shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of Grantee.
- (5) **Requirement Changes.** State may modify or change all reporting forms at their discretion during the grant period.
- (6) **Special Requirements.** The State reserves the right to append to the Agreement terms, at any time before all grant funds have been expended, special administrative requirements deemed necessary to assure Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

2.3 Accounting Requirements - Fiscal Control and Accounting Procedures.

Grantee's fiscal control and accounting procedures must be sufficient to:

- (a) Permit preparation of reports required by this Agreement,
- (b) Permit the tracing of funds to a level of expenditures adequate to determine that funds have not been used in violation of this agreement, and
- (c) Support accounting records through source documents, such as: cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements.

2.4 Alterations in Spending Plan.

Grantee may not spend funds granted for electronic roster systems for other equipment, nor may Grantee spend funds granted for other than electronic roster systems on electronic roster systems.

Grantee may spend funds granted for the purchase of optical scan counters on assistive voting devices, and granted for the purchase of assistive voting devices on optical scan counters, or in either case for combinations thereof, if the change is reported in the next financial report due after the purchase.

3 Time

Grantee must comply with all the time requirements described in this Agreement. In the performance of matters funded pursuant to this Agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will make an award to Grantee under this Agreement as follows:

- (1) **Grant Award.** The Subgrantee will be awarded the amount listed for the Grantee in paragraph 2.1 of this Agreement.
- (2) **Total Obligation.** The total obligation of the State to Grantee under this grant agreement will not exceed the amount stated in paragraph 2.1 of this Agreement.

4.2 **Fiscal Requirements.** Grantee shall report to the State as provided by paragraph 2.2 of this Agreement.

- (1) **Financial Guidelines.** Grantee's eligible expenditures under this grant agreement must be specifically incurred by Grantee. Grantee will report on all expenditures pertaining to this grant agreement as provided in paragraph 2.2.
- (2) **Records.** Grantee shall retain all financial records for a minimum of six (6) years after the date of submission of the final financial report, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved

between the Grantee and State, whichever is later, and comply with all other Retention and access requirements for records provided in the jurisdiction's retention schedules.

4.3 **Payment Invoices.** State will pay the grant amount to an account of Grantee within 30 days after the effective date of this Agreement.

4.4 **Conditions.**

- (3) Payments under this Agreement will be made from funds appropriated by Laws 2017, First Special Session, Chapter 4, Article 1, § 6. Grantee is responsible for compliance with all requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with statutory or grant agreement requirements.
- (2) Grant funds must be used only to increase the funds that would, in the absence of this grant, be made available for procurement of the equipment set forth in paragraph and operating expenses as defined by law.
- (3) Grantee assures that equipment to be acquired with these grant funds is required because Grantee has need of the equipment, and has insufficient funds for that purchase. Grantee also assures that equipment purchased with grant funds will be used for all elections as required by law. Grantee agrees that it will only purchase optical scan counters, or assisted voting devices, certified under M.S. 206.57, or electronic rosters that the jurisdiction determines meets requirements of M.S. 201.225.
- (4) Grantee, for five full years following the purchase of equipment with grant funds, may dispose of that equipment only after first offering the equipment to Minnesota jurisdictions using the same type of equipment. During that five year period, Grantee may only sell the equipment at or below a price equal to the amount of the funds initially expended by Grantee for the equipment purchase, excluding the grant made pursuant to this agreement. If the funds so expended, or any part thereof, were initially received from the Help America Vote Act, funds from the sale of the equipment must be returned to the jurisdiction's Help America Vote Act (HAVA) account and must be retained and expended only for the purposes of HAVA.

5 **Satisfaction**

All duties required and agreements or assurances provided by Grantee in this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

6 **Authorized Representative**

The State's Authorized Representative is Gary Poser, Director of Elections, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299, 651-556-0612, or his successor, and has the responsibility to monitor the Grantee's performance and compliance with this Agreement.

Grantee's Authorized Representative is Carol Blaschko, Finance Director, 88 S Park Ave, LeCenter, MN 56057, cblaschko@co.le-sueur.mn.us, 507-357-8223

Grant payment will be made to:
LeSueur County
Federal ID Number: 41-6005828

Grantee must be registered as a vendor in the SWIFT system, or must provide a W-9 form with this executed agreement, in order for State to register Grantee in the SWIFT system.

If Grantee's Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, Grantee must immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Contract Complete**

7.1 **Assignment**

Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their

successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the expenditures of the funds provided by this Agreement by Grantee or Grantee's agents or employees.

9 State Audits

Under Minnesota Statutes, § 16C.05, subd. 5, and 16B.98, subd. 8, Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices

Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minnesota Statutes, § 13.08 apply to the release of the data referred to in this clause by either Grantee or the State.

If Grantee receives a request to release the data referred to in this Clause, the Subgrantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers' Compensation

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Property and Casualty Insurance

Grantee is required to maintain a property and casualty insurance policy covering "All Risk" (or equivalent) of direct physical loss or damage, including, but not limited to, the perils of transit (if applicable), theft, and flood for the counters, devices or systems acquired using funds granted under the Agreement. The insurance limit shall be equal to the replacement cost of the election equipment. Any deductible shall be the sole responsibility of Grantee.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Data Disclosure

Under Minnesota Statutes, § 270.66, and other applicable law, Grantee consents to disclosure of its social security

number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Subgrantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15 Termination.

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee.

16 Grantee Procurement

Grantee certifies that it will use the procurement processes applicable in Grantee's jurisdiction in purchasing equipment with funds subject to this Agreement.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, §§ 16A.15 and 16C.05.

Signed: *Jeanette King*

Date: 1/24/18

Grant Agreement No. 137028/23161

3. STATE (Office of the Secretary of State)

By: _____
(with delegated authority)

Title: Director of Elections

Date: _____

2. GRANTEE (Local Jurisdiction)

Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of Grantee as required by applicable resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Grantee
State's Authorized Representative



Minnesota River Valley Scenic Byway Alliance 2017 ANNUAL REPORT

Tourism Information

New Ulm Chamber of Commerce
1 North Minnesota Street
PO Box 384
New Ulm MN 56073-0384
1-888-463-9856

Administrative Information

Upper Minnesota Valley RDC
323 West Schlieman Ave
Appleton MN 56208
320-289-1981 x106
kristi.fernholz@umvrdc.org

www.mnrivervalley.com

Alliance Board 2017

Chair **Nicole Elzenga**
Renville County Museum

Vice Chair **Sarah Warmka**
New Ulm Chamber

Secretary **Terri Dinesen**
Lac qui Parle State Park

Mary Gillespie
Granite Falls Chamber

Samantha Odegard
Upper Sioux Community THPO

Cheyenne St. John
Lower Sioux Community THPO

Anne Johnson
Redwood Area Chamber & Tourism

Katie Adelman
Visit Mankato

Ron Bolduan
Photographer - New Ulm

Jessica Potter
Blue Earth County Historical Society

Lisa Halveka
Explore MN Tourism

Briana Mumme
Redwood County EDA

Ben Leonard
Minnesota Historical Society

Christina Andres
Sleepy Eye Chamber

Joseph Evans
River Valley Arts

Kristi Fernholz
UMVRDC Staff & Byway Coordinator



Dear Partners, Members and Discovery Sites,

Being chairperson for this organization is an honor. This 287-mile National Scenic Byway stretching along the beautiful Minnesota River includes -over 100 discovery sites and things for everyone – from scenic vistas and canoeing opportunities to museums and shopping in historic districts.

Kristi Fernholz, the MRVMSB Coordinator, worked hard this year leading several core byway projects. We're lucky to have her guidance and expertise. Together with other Alliance members, the MRVMSB had a very busy and productive 2017.

MRVMSB completed a Heritage Partnership grant through Minnesota Historical and Cultural Grants Program to work towards adding Dakota content to our website. Grants have been made possible by the Arts and Cultural Heritage Fund through the vote of Minnesotans on November 4, 2008.

MRVMSB received a generous grant from Explore Minnesota Tourism to promote the videos produced in 2016 on our Social Media via FACEBOOK and sites hosted by MRVMSB. Find and share them on social media or at <http://www.mnrivervalley.com>.

The MRVMSB visitor guide was distributed throughout Minnesota and is going to be redesigned for 2018. Byway continues to grow in memberships, one of the ways the Byway is funded. We're committed to increasing our presence and communication with byway members and partners through email and social media.

The Byway continues to be active in conferences. Kristi attended the Explore Minnesota Tourism state conference in February 2017. Alliance members Terri Dinesen, Mary Gillespie, and Kristi Fernholz attended the byway conference in November in Duluth.

I'd like to especially thank the Byway's 32 members. Your support and passion keep us going, and benefit all who live and work along the Minnesota River. And if you are not yet a member, I invite you to join us! We appreciate everyone who stopped at a destination site, supported a local business, camped at a park or paddled the Minnesota River in 2017. I'm looking forward to next year!

Sincerely,

Nicole Elzenga, 2017 Byway Chairperson

The Mission of the Minnesota River Valley Scenic Byway Alliance is to cooperatively enhance the Minnesota River Valley as a travel destination and raise awareness of its nationally important stories in order to provide economic benefits and preserve the intrinsic qualities of the byway.



Tourism Works For MN! *

Annually, travel and tourism in Minnesota generates :

- \$13 billion in leisure & hospitality gross sales
- \$4.5 billion in wages
- \$840 million in state sales tax
- The gross sales in the leisure and hospitality industry in just the 15 byway counties totals over \$846 million!
- The total jobs in the leisure and hospitality industry in just the 15 byway counties totals 18,748!

* Minnesota Dept. of Revenue 2013 data

Local Results for the Minnesota River Valley**

A recent survey in the Minnesota River Valley showed the average spending per party was \$444.13 per trip.

The people surveyed said the top activities they took part in were:

- Scenic byway/ touring 41%
- State & national parks 35%
- Historic Sites 33%
- Museums 19%
- Shopping 18%

**Courtesy of Western MN Prairie Waters

Visitors come to the Minnesota River Valley***

Twenty-three of the high attendance attractions along the byway report 2.7 million visitors ANNUALLY!

***Courtesy of the MN River Valley Interpretive Plan

All members get the following:

- E-mail updates and notices
- The opportunity to help further the projects listed in this brochure
- Listing of your business, organization, or name on the byway website
- A new Byway Window Cling!



At the level of \$150 or more, we'll add both your listing and link on the byway website!

Why do we need your support?

The byway's goal is to strengthen communities in the Minnesota River Valley through tourism based economic development by the promotion of the river valley's exceptional historical, scenic, cultural, and recreational opportunities.

What is the Alliance?

The Alliance is made up of business, chamber, museum, agency, citizen, city and county volunteers. This group meets monthly to work toward the objectives of the byway. Accomplishments of this group include:

- A corridor management plan
- Distribution of Byway Visitors Guide
- www.mnrivervalley.com updates
- Promotional photo DVD
- New road signs
- Ads in tourism publications
- National case study for rural tourism
- Selected as a National Scenic Byway in 2002

What is the byway working on?

Some of the specific projects the Alliance will be working on in 2018 include:

- Maintain Byway website
- Add Dakota content to our website
- Promote new Byway Videos
- Distribute Byway Visitors Guide
- Geocache project with state parks
- Corridor Management Plan update
- Work on new Interpretive Panels
- Marketing of our byway

How will your contribution be used?

Your membership goes to help pay for general byway awareness, advertising and updating the website. The more membership dollars we have, the more advertising we can do!

Thank you for your support in 2018!



Minnesota River Valley Scenic Byway Alliance

www.mnrivervalley.com * LIKE us on FACEBOOK @mnrivervalley

Tourism Information
 New Ulm Chamber of Commerce
 1 North Minnesota Street
 PO Box 384
 New Ulm MN 56073-0384
 1-888-463-9856

Administrative Information
 Upper Minnesota Valley RDC
 323 West Schlieman Ave
 Appleton MN 56208
 320-289-1981 x6
 kristi.fernholz@umvrdc.org

FUNDING REQUEST FOR 2018

Please consider supporting the MN River Valley Scenic Byway!

Bill To:	Date: 1/22/2018
LeSueur County Attn. County Coordinator 88 South Park Ave Le Center, MN 56057 507-357-8201 Your email address: _____ <input type="checkbox"/> Add me to your email list for updates! Your website: _____ <input type="checkbox"/> DO NOT list this on your website Business FACEBOOK Page @ _____ Please update any of the incorrect and/or missing information above. <input type="checkbox"/> Yes, I want to be a Byway Alliance Member	

2018 Funding Request	\$ 100
<i>Or Fill in the amount you want to give</i>	
Balance Due	\$ 100

Make check payable to MRVSBA to:

MN River Valley Scenic Byway Alliance
 323 West Schlieman Ave
 Appleton MN 56208
 888-463-9856
 www.mnrivervalley.com

2018 Membership levels:	
Member:	\$50
Supporter:	\$100
Partner:	\$150
Sustainer:	\$300

(For office use only) Membership: NEW / CURRENT

Amount Paid: _____ Date Paid: _____ Check #: _____

- Added to website (over \$150 also gets a hotlink)
- Added / Updated on email list
- Sent a Byway Cling (new members)

(Top 3 inches reserved for recording data)

SUBORDINATION AGREEMENT
by Business Entity

DATE: _____, 20____

FOR VALUABLE CONSIDERATION, the undersigned hereby subordinates the lien on real property in Le Sueur County, Minnesota, legally described as follows:

Lot 9, Block 2, Lake and Links Subdivision, Le Sueur County, Minnesota, according to the plat thereof on file and of record in the Office of the County Recorder, Le Sueur County, Minnesota.

Check here if all or part of the described real property is Registered (Torrens)

which is evidenced by a Note and Septic Lien dated December 19, 2014, and recorded on December 29, 2014, as Document Number 396466, in the Office of the County Recorder Registrar of Titles of Le Sueur County, Minnesota, to a subsequent lien evidenced by a Mortgage from THOMAS A. DANTONA and JANET AQUINO-DANTONA to EMBRACE HOME LOANS, INC., its successors and/or assigns as their interests may appear, in an amount not to exceed Three Hundred Eighty-Eight Thousand and 00/100 Dollars (\$388,000.00) and recorded on _____, as Document Number _____, in the Office of the County Recorder Registrar of Titles of Le Sueur County, Minnesota.

Note: Remainder of page left blank, signature page follows.

LE SUEUR COUNTY

By: _____

Its: _____

State of _____, County of _____

This instrument was acknowledged before me on _____ 20____, by _____, as _____, of **LE SUEUR COUNTY**.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Richard A. Glassman (MN Bar ID 0146274)
Glassman Law Firm
222 South Ninth Street #1600
Minneapolis, MN 55402
612-337-9559

RETURN TO:
Equity National Title and Closing
317 Iron Horse Way, Suite 301
Providence, RI 02908

ORDER NUMBER:
218280257



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 13

10:40 a.m. CLOSED SESSION

RE: To develop a labor negotiations strategy per MN Statute 13D.03 Subd.1(b)

Staff Contact:



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 14

Commissioner Committee Reports

Staff Contact:

Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 15

Future Meetings

Staff Contact:

Future Meetings February - March 2018

February 2018

Tuesday, Feb. 6	Board Meeting, 9:00 a.m. *Highway Workshop after Board Meeting
Thursday, Feb. 8	P&Z Meeting, 7:00 p.m. at Environmental Services
Saturday, Feb. 10	Annual Township Meeting, 10:00 a.m. at Le Sueur County Courthouse
Thursday, Feb. 15	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Monday, Feb. 19	Offices Closed for President's Day
Tuesday, Feb. 20	Board Meeting, 9:00 a.m.
Tuesday, Feb. 27	Board Meeting, 9:00 a.m.
Feb 28 - March 1	AMC Legislative Conference at the InterContinental Hotel, St. Paul

March 2018

Tuesday, March 6	Board Meeting, 9:00 a.m.
Thursday, March 8	P&Z Meeting, 7:00 p.m. at Environmental Services
Thursday, March 15	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, March 20	Board Meeting, 9:00 a.m.
Tuesday, March 27	Board Meeting, 9:00 a.m.



Le Sueur County, MN

Tuesday, February 6, 2018

Board Meeting

Item 16

Highway Workshop

Staff Contact: