



**LE SUEUR COUNTY BOARD OF COMMISSIONERS  
MEETING AGENDA  
June 21, 2016**

1. **9:00 a.m. Agenda and Consent Agenda**  
RE: June 7, 2016 Minutes and Summary Minutes  
RE: June 15, 2016 Board of Equalization Minutes and Summary Minutes  
RE: CD #6 Repair Request  
RE: Two CD #45 Repair Requests  
RE: CD #59 Repair Request
  
2. **9:05 a.m. Claims (5 min)**
  
3. **9:10 a.m. Human Services (35 min)**
  
4. **9:45 a.m. Human Resources (10 min)**
  
5. **9:55 a.m. Jim McMillen, Maintenance (5 min)**  
RE: Lighting
  
6. **10:00 a.m. Mike Schultz, Soil & Water (10 min)**  
RE: Farm Bill Staff Position
  
7. **10:10 a.m. Justin Lutterman, GIS (5 min)**  
RE: Out of State Travel Request - ESRI Conference in San Diego, CA from June 26  
- July 2, 2016
  
8. **10:15 a.m. Scott Gerr, MIS (10 min)**  
RE: Technology Upgrade in the Commissioners Room

9. **10:25 a.m. Joshua Mankowski (10 min)**  
RE: Gravel Tax Request to help pay for retention pond repair, Jefferson Shores
  
10. **10:35 a.m. Darrell Pettis, County Administrator/Engineer**  
RE: Out of State Travel Request for Darrell Pettis to attend the NACE Board of Directors Meeting in Denver, CO from Sept 7-9, 2016  
RE: Transit  
RE: CD #18 Redetermination Request  
RE: CSAH 23 Right of Way Plat 2
  
11. **Future Meetings**

# Le Sueur County, MN

Tuesday, June 21, 2016

Board Meeting

## Item 1

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

*RE: June 7, 2016 Minutes and Summary Minutes*

*RE: June 15, 2016 Board of Equalization Minutes and Summary Minutes*

*RE: CD #6 Repair Request*

*RE: Two CD #45 Repair Requests*

*RE: CD #59 Repair Request*

Staff Contact:

## **Minutes of Le Sueur County Board of Commissioners Meeting June 7, 2016**

The Le Sueur County Board of Commissioners met in regular session on Tuesday, June 7, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlfling, Lance Wetzel and Joe Connolly. Darrell Pettis and Brent Christian were also present.

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

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

- Approved the May 24, 2016 County Board Minutes and Summary Minutes
- Approved the following May 2016 Transfers:
  - #1601 Transfer 638.51 Human Services to Road & Bridge (Fuel – 1<sup>st</sup> Qtr)
  - #1602 Transfer 120.54 from Env Services to Road & Bridge (Fuel – 1<sup>st</sup> Qtr)
  - #1603 Transfer 200.00 from Revenue to Env Services (correct rect #5153)
  - #1604 Transfer 4,386.00 from Agency to Revenue (May Landshark)
  - #1605 Transfer 6,000.00 from Revenue to Human Services  
(Assessor purchased 2008 Ford Edge)
  - #1606 Transfer 9,695.06 from Revenue to Road & Bridge  
(Fuel Assessor 226.64; Sheriff 8527.06; Maintenance 332.43; Emerg Mngt 91.06; Veterans 517.87)

On motion by Rohlfling, seconded by Gliszinski and unanimously approved, the Board approved the claims for Human Services:

Financial:	\$ 66,842.80
Soc Serv:	\$151,153.87

Kathy Brockway, Zoning Administrator appeared before the Board with 1 item for approval.

On motion by Wetzel, seconded by Connolly and approved via roll call vote 5-0, the Board granted a Conditional Use Permit to Waterville Solar Holdings, LLC, Minneapolis, MN, (Applicant); Jay & Betsy Chambers, Waterville, MN, (Owner) to allow the applicant to construct a 5 MW Solar Garden in an Agriculture “A” District. Property is located in the SE 1/4 SE 1/4, Section 34, Waterville Township. The application was approved and findings are on file at the Planning and Zoning Office.

On motion by Connolly, seconded by Rohlfling and unanimously approved, the Board convened the Public Hearing to take testimony on a proposed user fee at 9:15 a.m. There were no members of the general public present and 0 public comments.

On motion by Wetzel, seconded by Gliszinski and unanimously approved, the Board declared the Public Hearing closed at 9:17 a.m.

Cindy Shaughnessy, Public Health appeared before the Board with several items for discussion and approval.

On motion by Gliszinski, seconded by Rohlring and unanimously approved, the Board approved the following new fee for Public Health:

A re-inspection fee equal to the base fee shall be assessed for each subsequent inspection to establishments which are deemed necessary to visit a third or fourth time in less than 12 months due to a failure to comply with corrective orders issued during previous inspections.

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board approved to accept a \$5,000 Blue Plus Grant.

On motion by Gliszinski, seconded by Rohlring and unanimously approved, the Board approved to accept a \$4,000 WIC Clinic Renovation Grant.

Luann Verduzco and Pete Schneider with Retrofit Companies appeared before the Board with a lighting presentation.

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

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board approved the recommendation to hire Erin Linscheid as a full time Recreational Therapist in Human Services, as a Grade 7, Step 1 at \$18.54 per hour, effective June 13, 2016.

On motion by Rohlring, seconded by Gliszinski and unanimously approved, the Board approved the recommendation to grant regular status to Amanda Worrell, full time Agency Social Worker in Human Services, effective May 30, 2016. Amanda has completed the six-month probationary period.

On motion by Gliszinski, seconded by Wetzel and unanimously approved, the Board approved the recommendation to accept the resignation from Ashlee Sames, part time Jailer-Dispatcher in the Sheriff's Office, effective May 27, 2016.

On motion by Connolly, seconded by Rohlring and unanimously approved, the Board approved the recommendation to advertise for a part time Jailer-Dispatcher in the Sheriff's Office as a Grade 6, Step 1 at \$17.50 per hour.

On motion by Rohlring, seconded by Wetzel and unanimously approved, the Board approved the recommendation to post for a full time Payroll-Human Resources Technician in the Human Resources Department, as a Grade 10, Step 1 at \$22.09 per hour.

Jerry Cooney appeared before the Board to discuss Le Sueur County Fair parking. Don Reak, Parks Director was available to answer questions.

On motion by Gliszinski, seconded by Rohlffing and unanimously approved, the Board directed Jerry Cooney to work with Don Reak to level, disc and seed an area of Bradshaw Woods and report back to the Board with project costs in two weeks.

Chad Washa, Fair Board President appeared before the Board with one item for approval.

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board approved to accept the 2016 Le Sueur County Fair Board Budget.

Josh Mankowski appeared before the Board to discuss the Cannon River One Watershed One Plan project.

On motion by Gliszinski, seconded by Connolly and unanimously approved, the Board approved and authorized the County Administrator to sign a resolution to support a Cannon River One Watershed, One Plan project.

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

On motion by Wetzel, seconded by Connolly and unanimously approved, the Board approved and authorized the Chair to sign the Crane Creek Paving Contract for SAP 040-632-007; SAP 040-632-008; and CP 2116.

On motion by Connolly, seconded by Rohlffing and unanimously approved, the Board approved and authorized the Chair to sign a resolution authorizing Dave Tietz to sign the Master Subscriber Agreement for MN Court Data Services for Government Agencies.

On motion by Wetzel, seconded by Rohlffing and unanimously approved, the following claims were approved for payment:

<b>Warrant #</b>	<b>Vendor Name</b>	<b>Amount</b>
40909	A'Viands	\$ 6,736.64
40911	Advanced Correctional Healthcare Inc.	\$ 2,215.13
40915	Baker, Tilly, Virchow & Krause, LLP	\$ 6,029.00
40917	Beehive Industries	\$ 3,600.00
40918	Blue Earth Co. Sheriff	\$ 3,295.92
40919	Boarman, Kroos, Vogel Group Inc.	\$ 2,062.93
40921	Bolton & Menk Inc.	\$ 11,744.00
40923	Brock White Co. LLC	\$ 4,800.02
40932	Contech Engineered Solutions LLC	\$ 9,895.82
40944	G & K Rental	\$ 2,455.00
40947	Genesis	\$ 4,182.81
40965	Kris Engineering Inc.	\$ 2,633.66
40969	Little Falls Machine Inc.	\$ 2,958.89

40971	M-R Sign Co. Inc.	\$ 3,843.86
40972	Mariska Enterprises	\$ 5,610.00
40987	Paragon Printing & Mailing Inc.	\$ 4,717.23
40992	Pro-West Associates Inc.	\$ 10,807.50
40994	Ramsey County	\$ 4,200.00
40997	Ronald Ringquist	\$ 2,493.54
41003	S.E.H. Inc.	\$ 2,117.95
41004	Selly Excavating Inc.	\$ 38,171.50
41006	S.M.C. Co. Inc.	\$ 17,718.30
41009	Streicher's Inc.	\$ 10,893.94
41010	Structural Specialties Inc.	\$ 6,595.00
41013	Survey Systems	\$ 3,700.00
41014	Tactical Solutions	\$ 8,027.92
41016	Technical Solutions of Madison Lake Inc.	\$ 2,420.40
41023	Traxler Construction Inc.	\$ 21,062.92
41033	Wayne's Auto Body	\$ 5000.74
41035	Widseth Smith Nolting & Assoc. Inc.	\$ 16,646.90
41039	WW Blacktopping Inc.	\$ 56,764.50

101 Claims paid less than \$2,000.00:	\$ 37,390.35
31 Claims paid more than \$2,000.00:	\$283,402.02
132 Total all claims paid:	\$320,792.37

On motion by Connolly, seconded by Wetzel and unanimously approved, the Board adjourned until Tuesday, June 21, 2016 at 9:00 a.m.

ATTEST:

\_\_\_\_\_  
**Le Sueur County Administrator**

\_\_\_\_\_  
**Le Sueur County Chairman**

**Summary Minutes of Le Sueur County Board of Commissioners Meeting, June 7, 2016**

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator’s Office at 88 S Park Ave. Le Center, MN and are available at [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us).
- The Le Sueur County Board of Commissioners met in regular session on Tuesday, June 7, 2016 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: John King, Dave Gliszinski, Steve Rohlffing, Lance Wetzel and Joe Connolly. Darrell Pettis and Brent Christian were also present.
- Approved the agenda for the business of the day. (Connolly-Wetzel)
- Approved the consent agenda. (Rohlffing -Gliszinski)
- The following cases and claims were approved: Soc Serv: \$151,153.87 and Financial: \$66,842.80 (Wetzel-Gliszinski)
- Granted a Conditional Use Permit to Waterville Solar Holdings, LLC, Minneapolis, MN, (Applicant); Jay & Betsy Chambers, Waterville, MN, (Owner). (Wetzel-Connolly)
- Convened the Public Hearing to take testimony on a proposed user fee at 9:15 a.m. There were no members of the general public present and 0 public comments. (Connolly-Rohlffing)
- Declared the Public Hearing closed at 9:17 a.m. (Wetzel-Gliszinski)
- Approved the following new fee for Public Health: A re-inspection fee equal to the base fee shall be assessed for each subsequent inspection to establishments which are deemed necessary to visit a third or fourth time in less than 12 months due to a failure to comply with corrective orders issued during previous inspections. (Gliszinski-Rohlffing)
- Approved to accept a \$5,000 Blue Plus Grant. (Wetzel-Connolly)
- Approved to accept a \$4,000 WIC Clinic Renovation Grant. (Gliszinski-Rohlffing)
- Approved to hire Erin Linscheid. (Wetzel-Connolly)
- Approved to grant regular status to Amanda Worrell. (Rohlffing-Gliszinski)
- Approved to accept the resignation from Ashlee Sames. (Gliszinski-Wetzel)
- Approved to advertise for a part time Jailer-Dispatcher. (Connolly-Rohlffing)
- Approved to post for a full time Payroll-Human Resources Technician. (Rohlffing-Wetzel)
- The Board directed Jerry Cooney to work with Don Reak to level, disc and seed an area of Bradshaw Woods and report back to the Board with project costs in two weeks. (Gliszinski-Rohlffing)
- Approved to accept the 2016 Le Sueur County Fair Board Budget. (Wetzel-Connolly)
- Approved a resolution to support a Cannon River One Watershed, One Plan project. (Gliszinski-Connolly)
- Approved the Crane Creek Paving Contract for SAP 040-632-007; SAP 040-632-008; and CP 2116. (Wetzel-Connolly)
- Approved a resolution authorizing Dave Tietz to sign the Master Subscriber Agreement for MN Court Data Services for Government Agencies. (Connolly-Rohlffing)
- The following claims were approved for payment: (Wetzel-Rohlffing)

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40947	Genesis	\$ 4,182.81
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101	Claims paid less than \$2,000.00:	\$ 37,390.35
31	Claims paid more than \$2,000.00:	\$283,402.02
132	Total all claims paid:	\$320,792.37

•The Board adjourned until Tuesday, June 21, 2016 at 9:00 a.m. (Connolly-Wetzel)

ATTEST: Le Sueur County Administrator                      Le Sueur County Chairman

**Board of Equalization Minutes**  
**Wednesday, June 15, 2016**

The Le Sueur County Board of Equalization met in special session on Wednesday, June 15th at 6:30 p.m. in the Courthouse at Le Center, Minnesota. Those members present were: David Gliszinski, Joe Connolly, John King, Lance Wetzel, Steve Rohlring, and Pam Simonette. Also present were Shayne Bender and Carol Blaschko. Darrell Pettis was excused.

Carol Blaschko, Finance Director called the 2016 Board of Equalization to order and issued the oath to the Equalization Board.

Carol Blaschko then called for nominations for Chairman. Commissioner Rohlring nominated King for Chairman, seconded by Wetzel and approved.

On motion by Wetzel, seconded by Connolly and unanimously approved, nominations ceased and King was elected Chairman of the 2016 of the Board of Equalization.

Commissioner Connolly nominated Gliszinski for Vice Chairman, seconded by Wetzel and approved.

On motion by Rohlring, seconded by Connolly and unanimously approved, nominations ceased and Gliszinski was elected Vice Chair of the 2016 Board of Equalization.

Shayne Bender, County Assessor gave an overview of the process and the work that has been done in his office to prepare for the 2016 Board of Equalization. After this discussion, the Chair called for presentations by those in attendance.

The following individuals appeared before the Board:

1. Kevin Vrieze, Boat Doctor & Marine, Montgomery

Having no other persons to come before the Board, on motion by Connolly, seconded by Wetzel and unanimously approved, the Board of Equalization was recessed until Tuesday, June 28, 2016 at 10:00 a.m.

**ATTEST:** \_\_\_\_\_  
**Le Sueur County Finance Director      Le Sueur County Chairman**

**Board of Equalization Summary Minutes**  
**Wednesday, June 15, 2016**

- This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at [www.co.le-sueur.mn.us](http://www.co.le-sueur.mn.us).
  - The Le Sueur County Board of Equalization met in special session on Wednesday, June 15th at 6:30 p.m. in the Courthouse at Le Center, Minnesota. Those members present were: David Gliszinski, Joe Connolly, John King, Lance Wetzel, Steve Rohlffing, and Pam Simonette. Also present were Shayne Bender and Carol Blaschko. Darrell Pettis was excused.
  - King was nominated for Chairman. (Rohlffing-King)
  - King was elected Chairman of the 2016 of the Board of Equalization. (Wetzel-Connolly)
  - Gliszinski was nominated for Vice Chairman. (Connolly-Wetzel)
  - Gliszinski was elected Vice Chair of the 2016 Board of Equalization. (Rohlffing-Connolly)
  - The following individuals appeared before the Board: Kevin Vrieze
  - The Board of Equalization was recessed until Tuesday, June 28, 2016 at 10:00 a.m. (Connolly-Wetzel)
- ATTEST: Le Sueur County Finance Director      Le Sueur County Chairman

# REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # 6 located in Montgomery township.

Signed

Carol Vasek

Address/Phone #

34250 Av 301, 36K, T696  
Montg, Minn

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 6-13, 16

Description of problem: ditch is plugged

\_\_\_\_\_  
\_\_\_\_\_

Needs to be cleaned  
Roger Rubland



# REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # 45 located in Sec 3 Lexington township.

Signed	Address/Phone #
<u>[Signature]</u>	<u>34276 211<sup>th</sup> LE CENTER HW.</u>
<u>Robert Malinski</u>	_____
_____	_____
_____	_____

Date: 6-10-16

Description of problem: BOG IN DITCH NEEDS TO BE CLEANED

Needs to be repaired.  
Roger Rutland  
6-14-16

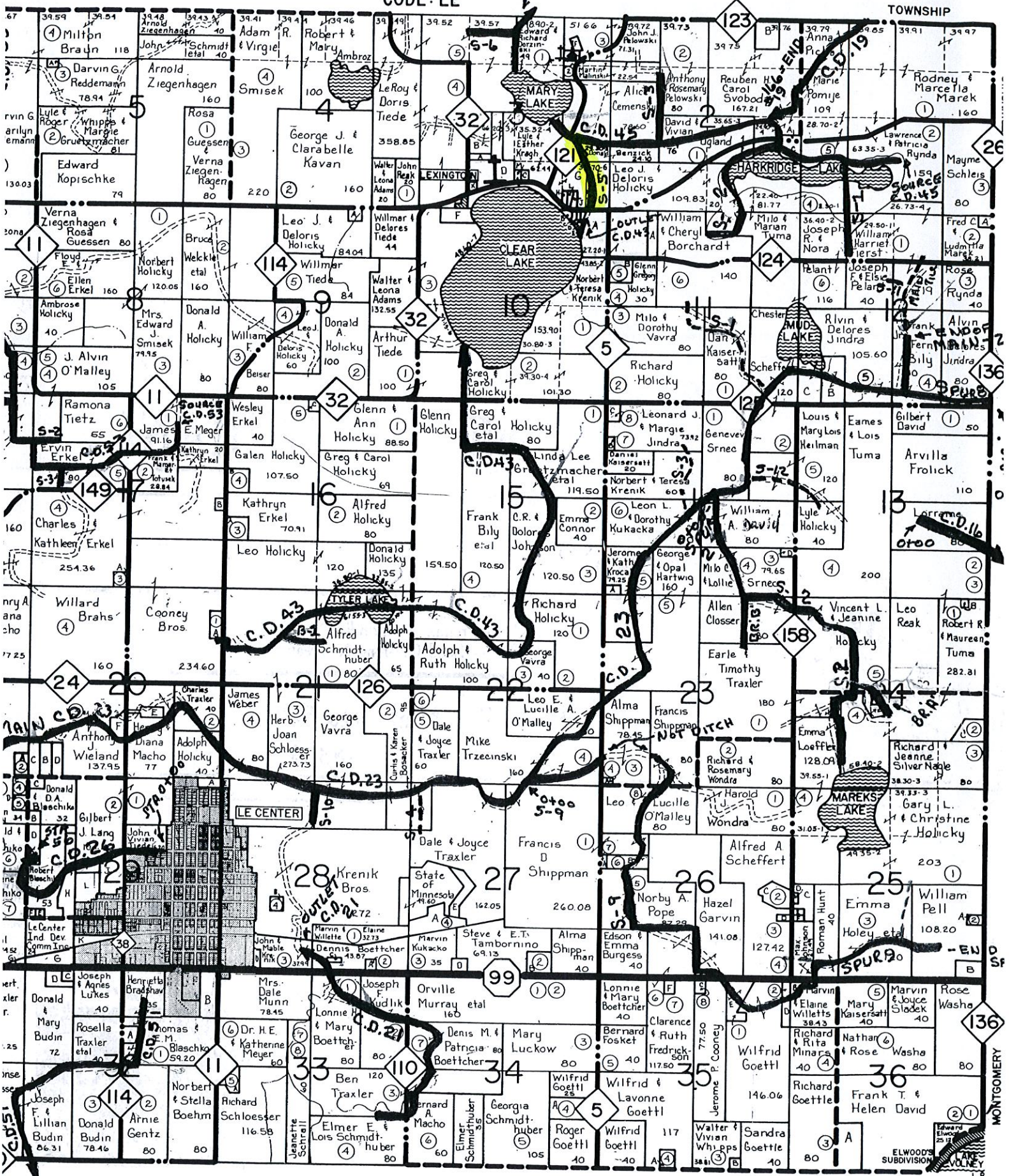
# LEXINGTON



TOWNSHIP: III N.

RANGE: 24 W.

CODE: LE



SEE SMALL TRACT SECTION FOLLOWING TOWNSHIP MAPS

# REPAIR REQUEST

We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # 45 located in Derrymane township.

Signed  
Rusty Reed

Address/Phone #  
34415 221<sup>st</sup> Ave LeCenter

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

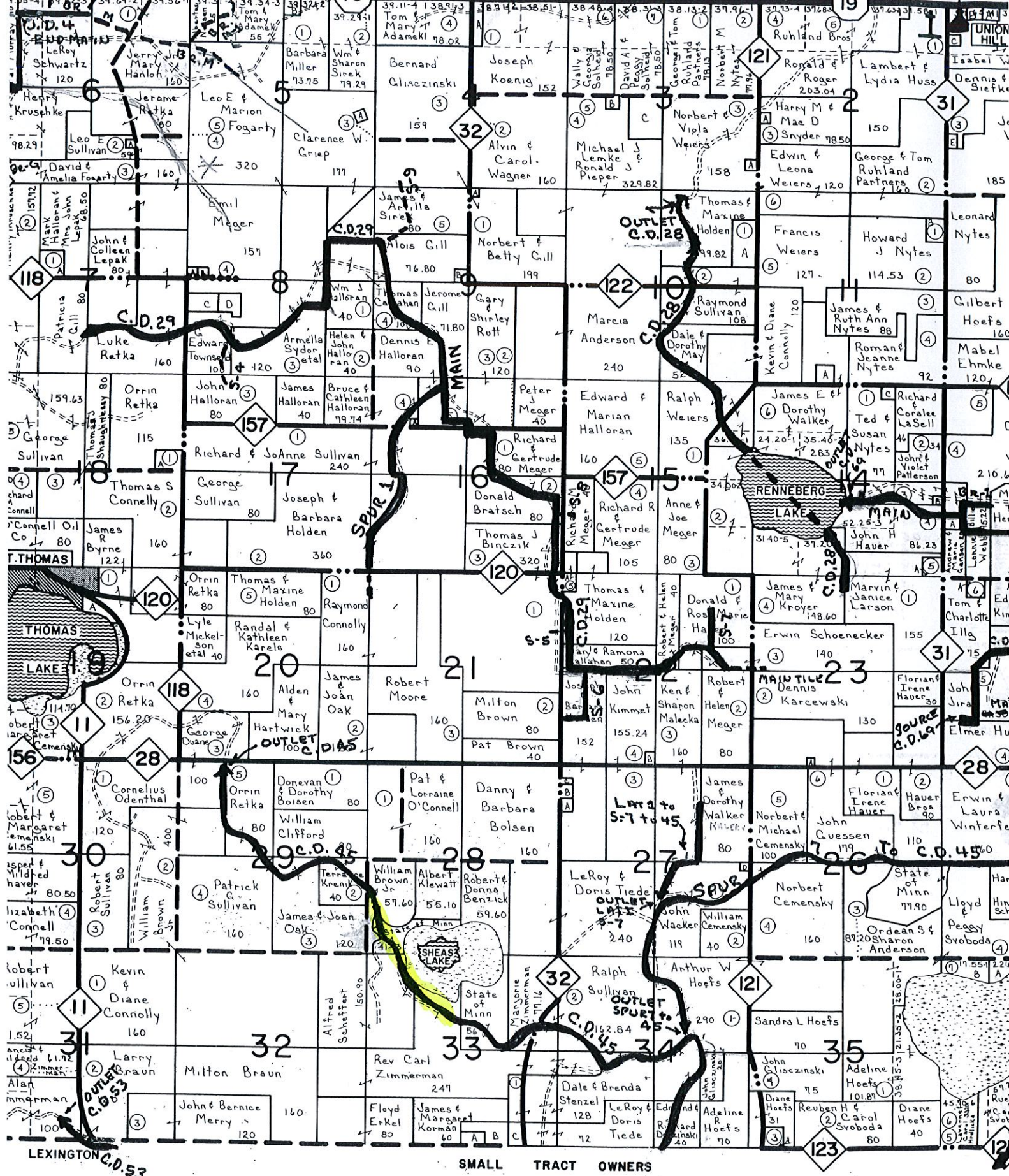
Date: 6-13-16

Description of problem: ditch is plugged with debris

\_\_\_\_\_  
\_\_\_\_\_

Needs to be cleaned.  
Roger Ruben  
6-14-16





SEE SMALL TRACT SECTION FOLLOWING TOWNSHIP MAPS

See JD4 File for photo of county TILE SEC. 6 (Chuck Retka 7.2.08)

# REPAIR REQUEST

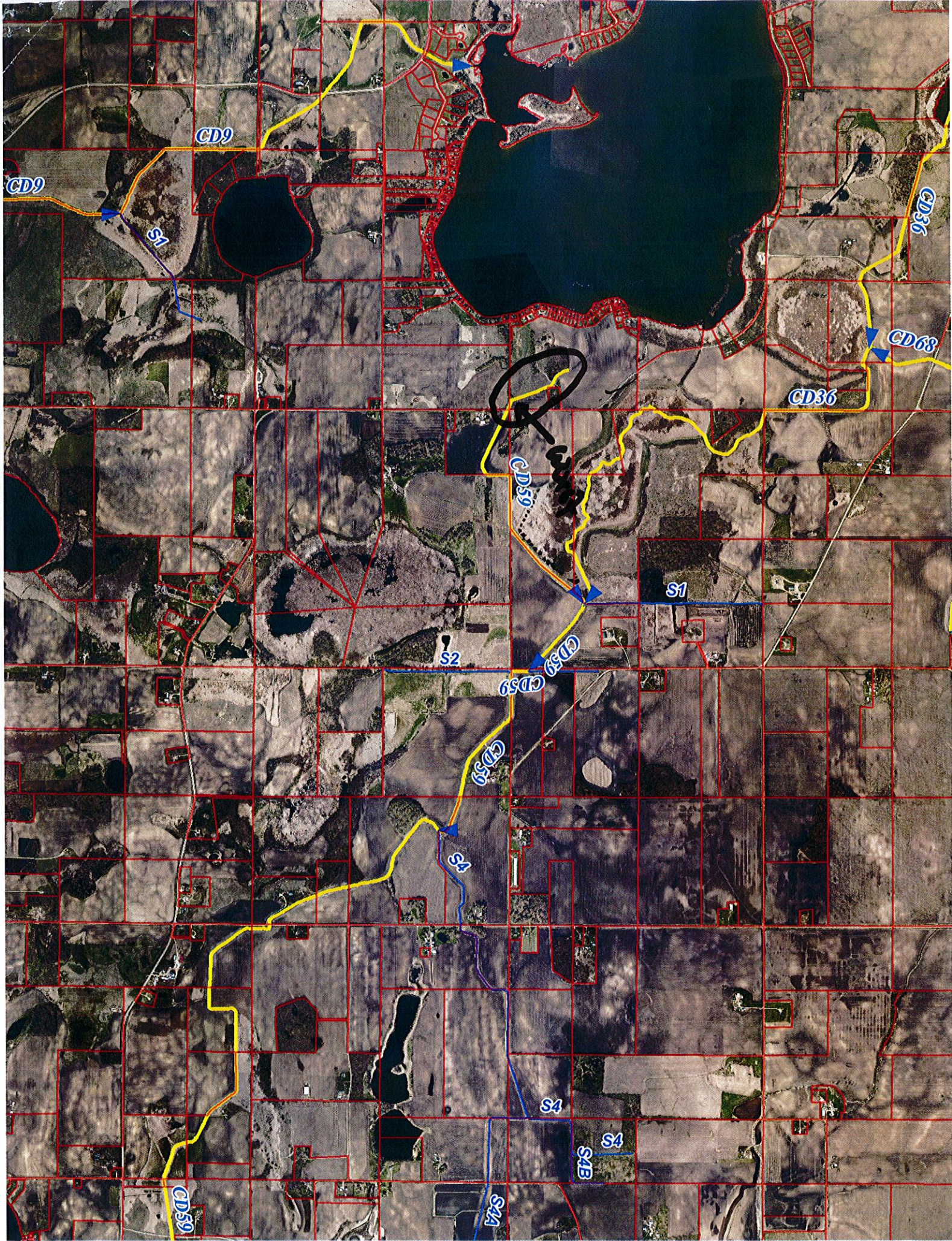
We, the undersigned landowners, do hereby request the Le Sueur County Board of Commissioners to clean out and repair Le Sueur County Ditch # 59 located in Sec 4 Elysian township.

Signed	Address/Phone #
<u>Edwin Staron</u>	<u>22771-476 St. Elysian Sec 4 - 507-848-0007</u> <i>cell 8174 home</i>
_____	_____
_____	_____
_____	_____

Date: 6/7/16

Description of problem: Ditch is plugged, Bank, sloughing.

Needs to be repaired  
Roger Ruhlman  
6-10-16



# MAP OF ELYSIAN

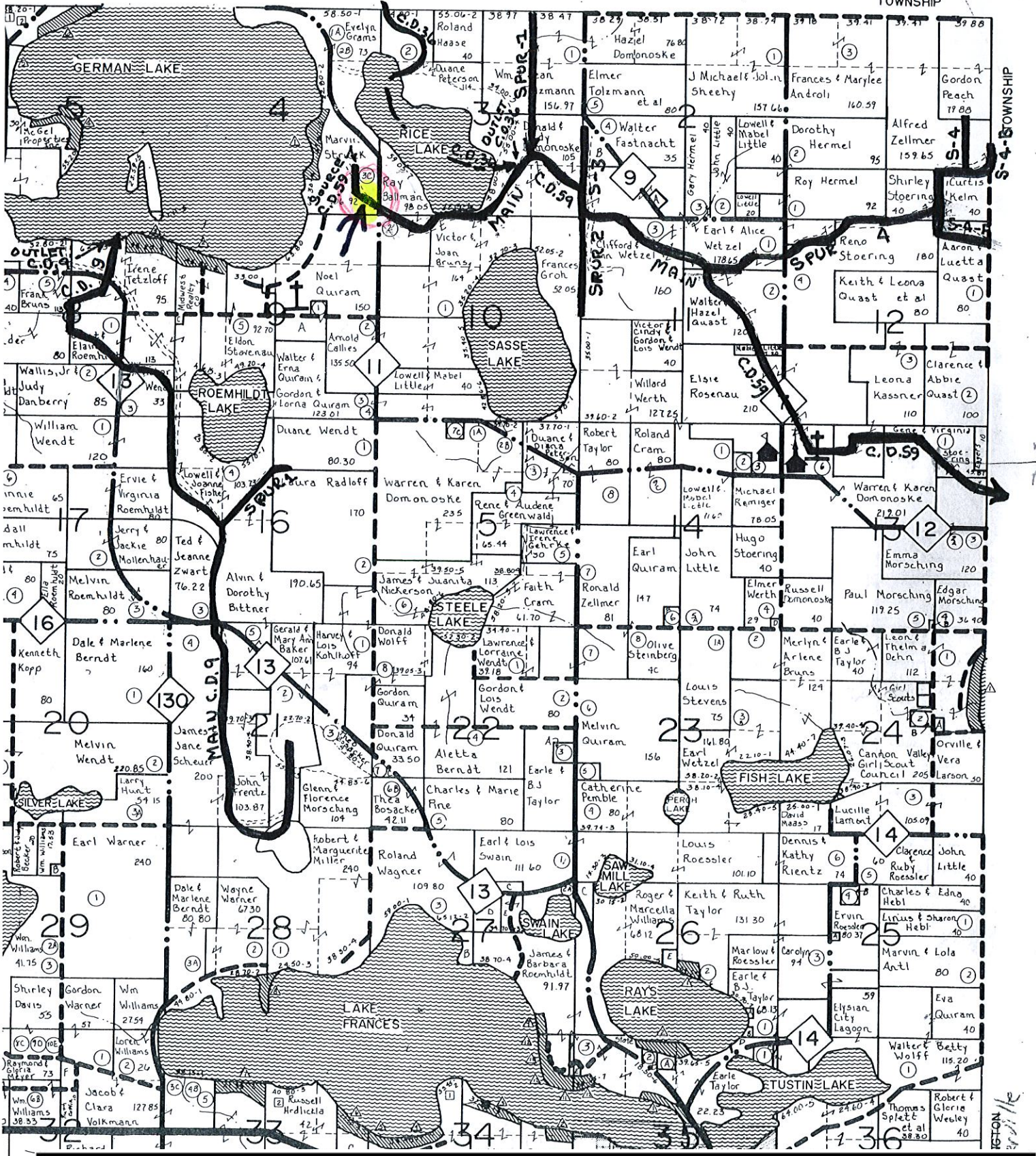


INSHIP: 109 N.

RANGE: 24 W.

CODE: EL

TOWNSHIP



S-4-BOWNSHIP

7 ft  
PIPE



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# Le Sueur County, MN

Tuesday, June 21, 2016

Board Meeting

## Item 2

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

Staff Contact:



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# Le Sueur County, MN

Tuesday, June 21, 2016

Board Meeting

## Item 3

**9:10 a.m. Human Services (35 min)**

Staff Contact:

**Human Services Board Agenda**  
**June 21, 2016 @ 9:15 a.m.**

**100- INFORMATION/PRESENTATIONS:**

- 110 - New Staff Introduction
  - 110.1 - Jessica Schwartz - Social Worker
  - 110.2 - Erin Linscheid - Recreational Therapist

**200- CHARTS/GRAPHS:**

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
  - 231- Social Services Team
  - 232- Child Services Team
    - 232.1- Out Of Home Placement Report
    - 232.2- In-Home Family Therapy Report;
  - 233- Behavioral Health Team

**300- BOARD APPROVAL ITEMS:**

- 310 - Master Subscriber Agreement for Minnesota Court  
Data Services for Governmental Agencies
- 320 - Commissioner's Warrants

**MASTER SUBSCRIBER AGREEMENT  
FOR MINNESOTA COURT DATA SERVICES  
FOR GOVERNMENTAL AGENCIES**

THIS AGREEMENT is entered into by and between  
Le Sueur County Human Services \_\_\_\_\_ ,  
(Government Subscriber Name)

of 88 S. Park Ave, Le Center MN 56057 \_\_\_\_\_ ,  
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA  
Office of State Court Administration \_\_\_\_\_ ,

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155 \_\_\_\_\_ ,

(hereinafter "the Court").

**Recitals**

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

**Agreement**

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

**1. TERM; TERMINATION; ONGOING OBLIGATIONS.**

**1.1 Term.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.



**1.2 Termination.**

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

**1.3 Subsequent Agreement.** This Agreement may be superseded by a subsequent agreement between the parties.

**2. DEFINITIONS.**

**2.1 "Agency Account Manager"** means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

**2.2 "Court Data Services"** means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently [www.mncourts.gov](http://www.mncourts.gov), or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3** “**Court Data Services Databases**” means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4** “**Court Data Services Programs**” means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5** “**Court Records**” means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1** “**Court Case Information**” means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2** “**Court Confidential Case Information**” means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3** “**Court Confidential Security and Activation Information**” means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4** “**Court Confidential Information**” means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5** “**Court Documents**” means electronic images of documents that are part of or included in a court file.
- 2.6** “**DCA**” means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7** “**Government Subscriber Records**” means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8** “**Government Subscriber’s Individual Users**” means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 **“Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 **“Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is [www.mncourts.gov](http://www.mncourts.gov).
- 2.12 **“SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 **“This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 **“Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 **“User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

**4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.**

**4.1 Authorized Access to Court Data Services and Court Records.**

- 4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.
- 4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.2 Authorized Use of Court Data Services and Court Records.**

- 4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.
- 4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.
- 4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

**4.3 Dissemination of Court Records.** Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

**4.4 Training.** Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

**4.5 Violations.**

- 4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

#### **4.6 Sanctions.**

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

#### **5. GUARANTEES OF CONFIDENTIALITY.** Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

- 5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.
- 5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).
6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:
- 6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.
- 6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.
7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**
- 7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.
- 7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**
- 7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).
- 7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

**8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**8.1 Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

**8.2 Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

**8.3 Marks.** Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**8.4 Restrictions on Duplication, Disclosure, and Use.**

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

**8.5 Proprietary Notices.** Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**8.6 Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration



materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

## **12.2 Access and Use; Log.**

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

**12.3 Personnel.** Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

**13. FEES AND INVOICES.** Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
  - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
  - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER  
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By \_\_\_\_\_  
(SIGNATURE)  
Date \_\_\_\_\_  
Name (typed) \_\_\_\_\_  
Title \_\_\_\_\_  
Office \_\_\_\_\_

2. THE COURT

By \_\_\_\_\_  
(SIGNATURE)  
Date \_\_\_\_\_  
Title CIO/Director  
Information Technology  
Division of State Court  
Administration  
Office \_\_\_\_\_

3. Form and execution approved for Court by:

By: \_\_\_\_\_  
(SIGNATURE)  
Title: Staff Attorney - Legal Counsel Division  
Date: \_\_\_\_\_

## User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, \_\_\_\_\_, as an employee/student attorney/contractor of \_\_\_\_\_ ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.
2. I understand that I am not to share my login and password information.
3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.
5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.
7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.
8. I understand that should I violate paragraphs 3., 4., or 5., it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Employee/Student Attorney/Contractor for Agency





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# **Le Sueur County, MN**

**Tuesday, June 21, 2016**

**Board Meeting**

## **Item 4**

**9:45 a.m. Human Resources (10 min)**

Staff Contact:





## Human Resources

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

### **HUMAN RESOURCES AGENDA ITEMS June 21, 2016**

Recommendation to hire Catherine Weniger as a full time Assistant County Attorney in the County Attorney's Office, as a Grade 12, Step 1 at \$24.82 per hour, effective June 22, 2016.

Recommendation to grant regular status to Julie Factor, full time Administrative Assistant III in the Records Office, effective June 21, 2016. Julie has completed the six-month probationary period.

Recommendation to post the reclassification announcement for the full time Support Enforcement Aide in Human Services, as a Grade 5, Step 1 at \$16.51 per hour.

Recommendation to post and request the merit list for a full time Team Lead Social Worker in Human Services, as a Grade 12, Step 1 at \$24.82 per hour.

Recommendation to hire Austin Buss as a full time Jailer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 1 at \$17.50 per hour.

Recommendation to advertise for a part time Jailer/Dispatcher in the Sheriff's Office as a Grade 6, Step 1 at \$17.50 per hour.

Recommendation to hire Patty Shankey as a part time Home Health Aide in Public Health, as a Grade 2, Step 1 at \$13.87 per hour.

Recommendation to accept the resignation of Zachary Johnson, part time Compliance Specialist in Drug Court, effective July 1, 2016.

Recommendation to advertise for a part time Compliance Specialist, in Drug Court, as a Grade 4, Step 1 at \$15.58 per hour.

*Equal Opportunity Employer*



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# Le Sueur County, MN

Tuesday, June 21, 2016

Board Meeting

## Item 5

**9:55 a.m. Jim McMillen, Maintenance (5 min)**

*RE: Lighting*

Staff Contact:

# Le Sueur County Courthouse

## BUILDING INTERIOR LAMP AND BALLAST OPTION

### Building Lighting Upgrade Summary

TRC will supply materials and the installation for conversion of your existing lighting systems. All equipment meets necessary requirements to qualify for the lighting rebates. Disposal costs are included in proposal price.

## ENERGY SAVINGS

Current Annual lighting cost	\$13,357.62
Current KW	57.695
Current KWH	133,576
Proposed Annual lighting cost	\$6,098.79
Proposed KW	26.429
Proposed KWH	60,988
KW saved	31.267
KWH saved	72,588
Annual Energy Cost Savings	\$7,258.83
• MONTHLY	\$604.90
• DAILY	\$30.25

(cost per business day of not doing retrofit)

## MAINTENANCE SAVINGS

<b>( Difference Between Existing Systems Cost to Maintain and New Systems Costs to Maintain )</b>
Estimated Total Maintenance Savings for the First Five Years \$43,324.03
Average Annual Maintenance Savings (5-year average)
<b>\$8,664.81</b>

ESTIMATED MAINTENANCE SAVINGS YEARS ONE - FIVE	
Year 1	\$8,684.74
Year 2	\$8,684.74
Year 3	\$8,684.74
Year 4	\$8,634.91
Year 5	\$8,634.91

Total Project Investment	\$85,300.00
Estimated Utility Rebate	\$ (12,937.00)
<b>Total Net Project Investment</b>	<b>\$72,363.00</b>
Project Simple Payback (based on energy and maintenance savings) in years	4.54
Project Simple Payback (based on energy-excluding Maintenance savings) in years	9.97
<b>Return On Investment with Maintenance Savings</b>	<b>11.97%</b>
<b>Return On Investment Excluding Maintenance Savings</b>	<b>10.03%</b>

## ENVIRONMENTAL IMPACT\* (ANNUALLY)

Total greenhouse gas reduction (Metric Tons of CO2)	50.1
Passenger cars not driven for one year	9.8
Gallons of gasoline	5611.4
Acres of forest preserved from deforestation	0.50
Tons of waste recycled instead of landfilled	17.44

\*SOURCE: <http://www.epa.gov/cleanenergy/energy-resources/calculator.html>



# THE RETROFIT COMPANIES

1010 HOFFMAN DRIVE, SUITE A  
 OWATONNA, MN 55060  
 800-795-1230 or 507-455-2181 phone  
 507-455-2192 fax



## Turn-Key Quote

**Customer**  
 Name: Le Sueur County Courthouse  
 Address: 88 S PARK AVENUE  
 City: LE CENTER State: MN ZIP: 56057  
 Attn: JIM MCMILLEN

Date: 06/07/16  
 Order No. \_\_\_\_\_  
 Rep: LUANN VERDUZCO  
 PO# \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	BUILDING INTERIOR LAMP AND BALLAST OPTION Complete Lighting Retrofit per Analysis Dated 06/07/16 MVEC Rebate Payable to Customer. <b>Preapproval required for Custom Rebates!</b> <b>Credit for purchase of Turnkey project with TRC</b> Includes: Material, Labor, Shipping, Tax, Lamp & Ballast Recycling* & Permit. Visa & MasterCard are accepted and will be charged 3% for processing *For all instances of PCB containing ballasts, generator must obtain EPA ID number and complete profile/manifest paperwork to ensure proper off-site disposal upon completion of the project.		\$85,300.00 \$ (12,937.00) (\$4,200.00)

**This proposal is valid for 30 days.**

**Terms: 50% Gross Project Value Down, Balance upon completion.**

**Project Financed \_\_\_\_\_**

**If the invoice ages past 60 days a lien will be filed.**

Subtotal	<b>\$68,163.00</b>
Shipping & Handling	<b>Included</b>
Taxes	n/a
<b>TOTAL</b>	<b>\$68,163.00</b>

Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

1.5% FINANCE CHARGES ON ALL PAST DUE ACCOUNTS.

\_\_\_\_\_ My initials indicate I am aware of TRC's Warranty policy. At project completion, the TRC project foreman will offer a final walk-thru. Your signature will indicate work is completed as expected and in good working order.

TRC offers the full manufacturer's warranty for turn-key installations. We offer this assistance to ensure that your projects continue to offer the energy savings, as well as the maintenance savings we have carefully explained in the decision making phase of the project.

- The project completion date offers the start date for tracking the warranty period.
- Labor, Delivery, Shipping, and Installation Equipment is not included

Any changes in the above specifications shall be made in writing, and as evidence of agreement, shall be signed by both parties. The contractor shall not be held responsible or liable for any loss, damage or delay due to causes beyond his control. If the purchaser disposes of the property by sale or otherwise before this contract has been fulfilled, the full unpaid amount of the contract shall become due and payable at once.  
 PLEASE TAKE NOTICE:

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF

THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.



# Le Sueur County Courthouse

## EXTERIOR

### Building Lighting Upgrade Summary

TRC will supply materials and the installation for conversion of your existing lighting systems. All equipment meets necessary requirements to qualify for the lighting rebates. Disposal costs are included in proposal price.

## ENERGY SAVINGS

Current Annual lighting cost	\$1,702.51
Current KW	3.887
Current KWH	17,025
Proposed Annual lighting cost	\$584.73
Proposed KW	1.335
Proposed KWH	5,847
KW saved	2.552
KWH saved	11,178
Annual Energy Cost Savings	\$1,117.78
• MONTHLY	\$93.15
• DAILY	(cost per business day of not doing retrofit) \$4.66

## MAINTENANCE SAVINGS

( Difference Between Existing Systems Cost to Maintain and New Systems Costs to Maintain )
Estimated Total Maintenance Savings for the First Five Years \$2,116.05
Average Annual Maintenance Savings (5-year average)
<b>\$423.21</b>

ESTIMATED MAINTENANCE SAVINGS YEARS ONE - FIVE	
Year 1	\$423.21
Year 2	\$423.21
Year 3	\$423.21
Year 4	\$423.21
Year 5	\$423.21

Total Project Investment	\$12,388.00
Estimated Utility Rebate	\$ (745.70)
Total Net Project Investment	\$11,642.30
Project Simple Payback (based on energy and maintenance savings) in years	7.56
Project Simple Payback (based on energy-excluding Maintenance savings) in years	10.42
Return On Investment with Maintenance Savings	3.64%
Return On Investment Excluding Maintenance Savings	9.60%

## ENVIRONMENTAL IMPACT\* (ANNUALLY)

Total greenhouse gas reduction (Metric Tons of CO2)	7.7
Passenger cars not driven for one year	1.5
Gallons of gasoline	864.1
Acres of forest preserved from deforestation	0.08
Tons of waste recycled instead of landfilled	2.69

\*SOURCE: <http://www.epa.gov/cleanenergy/energy-resources/calculator.html>



# THE RETROFIT COMPANIES

1010 HOFFMAN DRIVE, SUITE A  
 OWATONNA, MN 55060  
 800-795-1230 or 507-455-2181 phone  
 507-455-2192 fax



## Turn-Key Quote

### Customer

Name: **Le Sueur County Courthouse**  
 Address: **88 S PARK AVENUE**  
 City: **LE CENTER** State: **MN** ZIP: **56057**  
 Attn: **JIM MCMILLEN**

Date: **05/05/16**  
 Order No. \_\_\_\_\_  
 Rep: **LUANN VERDUZCO**  
 PO# \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	<p>EXTERIOR</p> <p>Complete Lighting Retrofit per Analysis Dated 05/05/16</p> <p>LED Instant Rebate - Property of TRC</p> <p>Includes: Material, Labor, Shipping, Tax, Lamp &amp; Ballast Recycling* &amp; Permit.</p> <p>Visa &amp; MasterCard are accepted and will be charged 3% for processing</p> <p>*For all instances of PCB containing ballasts, generator must obtain EPA ID number and complete profile/manifest paperwork to ensure proper off-site disposal upon completion of the project.</p>		<p>\$12,388.00</p> <p><b>\$ (745.70)</b></p>

**This proposal is valid for 30 days.**

**Terms: 50% Gross Project Value Down, Balance upon completion.**

Project Financed \_\_\_\_\_

**If the invoice ages past 60 days a lien will be filed.**

Subtotal	<b>\$11,642.30</b>
Shipping & Handling	<b>Included</b>
Taxes	<b>n/a</b>
<b>TOTAL</b>	<b>\$11,642.30</b>

Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

1.5% FINANCE CHARGES ON ALL PAST DUE ACCOUNTS.

\_\_\_\_\_ My initials indicate I am aware of TRC's Warranty policy. At project completion, the TRC project foreman will offer a final walk-thru. Your signature will indicate work is completed as expected and in good working order.

TRC offers the full manufacturer's warranty for turn-key installations. We offer this assistance to ensure that your projects continue to offer the energy savings, as well as the maintenance savings we have carefully explained in the decision making phase of the project.

- The project completion date offers the start date for tracking the warranty period.
- Labor, Delivery, Shipping, and Installation Equipment is not included

Any changes in the above specifications shall be made in writing, and as evidence of agreement, shall be signed by both parties. The contractor shall not be held responsible or liable for any loss, damage or

delay due to causes beyond his control. If the purchaser disposes of the property by sale or otherwise before this contract has been fulfilled, the full unpaid amount of the contract shall become due and payable at once.

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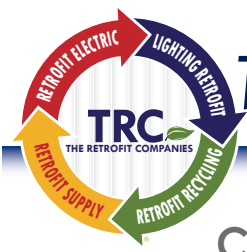
THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.



The Retrofit Companies

Confidential - Copyright

6/7/2016



## CASE STUDY: LED RETROFIT IN COMMERCIAL & OFFICE SPACES



**AFTER**



**BEFORE**

This bank invested in an audit, or lighting study, as a way to successfully plan for their lighting retrofit, and to understand how the results of the project could positively impact their business.

The existing lighting system was comprised primarily of 32 watt T8 fixtures, some U-bend lamps, some CFL's, and a few Metal Halides (atrium photo above).

As a result of the study, and the goals of the company, TRC designed a new LED lighting system. Savings beyond energy reduction for this client include a decrease in the maintenance costs required to keep the T8's and CFL's operational. In the single area shown above, we also see a dramatic aesthetic improvement. Visit TRC's blog to read the whole story on that project area: <http://blog.retrofitcompanies.com/blog/instant-energy-reduction-with-led-retrofit>

### PROJECT GOALS & SUCCESSES

- Inefficient T8 lamps retired & recycled
- Redesign removed 4% of unnecessary fixtures
- kWh reduced by 62% & decreased kW by 60%
- Project rebate over \$49,000
- Annual savings almost \$22k / over **\$90 a day!**
- Maintenance costs reduced with 5 yr warranty!
- 4.5 year payback
- All old materials recycled safely & responsibly.

### ENVIRONMENTAL IMPACT

#### **CARBON SAVINGS** TOTAL GREENHOUSE GAS REDUCTION

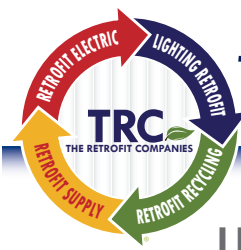
**192.8 Metric Tons equivalent to:**

Passenger cars not driven for one year **37.8** 

Gallons of gasoline saved **21,612** 

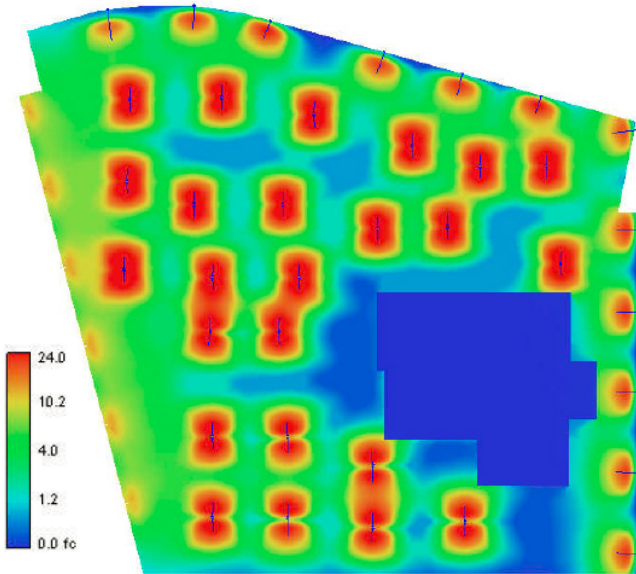
Acres of forest preserved from deforestation **1.91** 

Tons of waste recycled vs. land filled **67.17** 

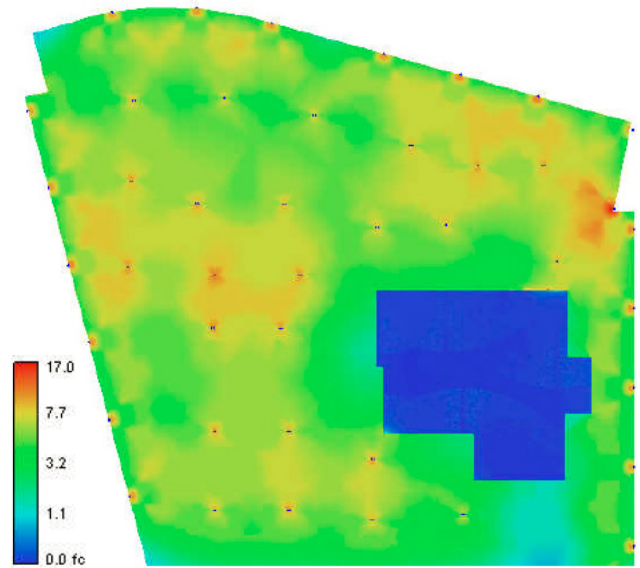


## LIGHTING CASE STUDY: LED AUTO SALES LOT REDESIGN

**COMPETITOR 1:1 RETROFIT**



**TRC SYSTEM REDESIGN**







This client took initiative to educate himself about the kind of fixture and results that he wanted for the auto lot at his business. He needed an evenly lit lot that made the cars look great when people drove by and that had fewer shadowy areas so it would be safer at night. LED was an obvious savings solution. The competitor's 1:1 retrofit project was 4.6 average foot candles with a whopping max of 50, leading to all the red 'hot spots' you see in the graphic above. It saved energy, but it wasn't the best design. Most importantly, it did not achieve the client's goals. A thoughtful redesign achieved the client's goals and allowed even more savings to be captured. **TRC reduced the number of total fixtures and used custom optics packages on those fixtures, to achieve a highly efficient, evenly lit lot with 5.6 average foot candles, and a maximum of 10.4. No hot spots, even light, and tons of energy savings!**

### PROJECT GOALS & SUCCESSES

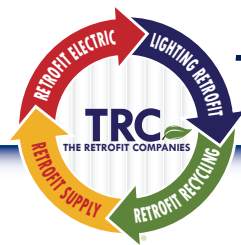
- Inefficient HID fixtures retired & recycled
- 48 unnecessary fixtures removed from use!
- New lighting layout for maximum efficiency
- Decreased kW & kWh by 85% overall
- Project rebate \$53,000
- Annual savings almost \$46K/ **\$3825 a month!**
- New fixtures contain no hazardous materials

### ENVIRONMENTAL IMPACT

**CARBON SAVINGS** GREENHOUSE GAS REDUCTION  
**316.6 Metric Tons equivalent to:**

- Passenger cars not driven for a year **62** 
- Gallons of gasoline saved **35,490** 
- Acres of forest preserved **3.1** 
- Tons of waste recycled vs. land filled **110** 





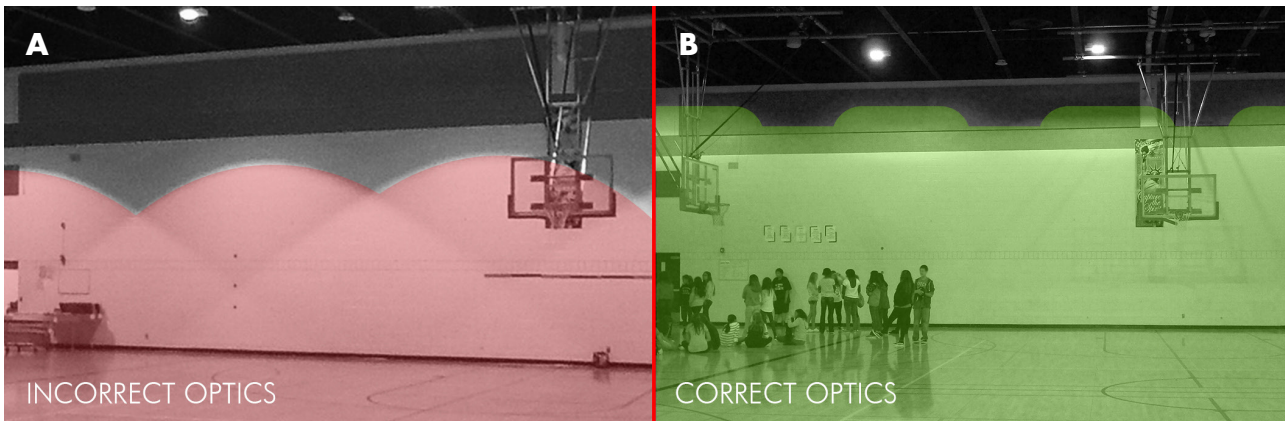
## INCORRECT OPTICS CAN RUIN YOUR LED PROJECT

Imagine in this scenario, the same project is being presented by two different lighting contractors. The quotes presented to the customer both promise dramatic energy savings and reduced maintenance costs that match the project goals. Imagine further that you were purchasing this lighting project, and that each quote you received is equal in cost. How would you know which project to purchase? Looking at the results photos for incorrect optics and the final after photo here, which would you want? This is an issue that can happen any time two energy-efficient lighting designs are presented by different contractors. In this example, the only variable in the final results is one digit in a fixture code. The fixture manufacturer, layout, installation, and project area are all the same.

**CORPORATE**  
1010 Hoffman Drive, Ste A  
Owatonna, MN 55060  
p. 507-455-2181  
f. 507-455-2192

**TWIN CITIES**  
2960 Yorkton Blvd  
Little Canada, MN 55117  
p. 651-766-7422  
f. 651-766-9900

CONTRACTOR #EA002116



### NEW CONSTRUCTION DESIGN MATTERS

#### Existing CFL high bay system

- 66 total fixtures
- 8-lamps with 4 ballasts each
- 42 watts/lamp, 336 watts/fixture

Even though this isn't a very old system and was engineered to be efficient, no consideration was given to the cost of future maintenance. Once the client figured out what they were spending in new lamp and ballast costs every year, they knew they needed a better design.

**A new LED lighting system was designed. Half of the fixtures were removed, light levels increased in the new design, and this customer was set to save \$6,700 in energy costs annually.** The photos here labeled A and B use the exact same fixture, with different optics that dramatically impact the project outcome. When the scalloped image was created on the wall, Horizontal and Vertical photometric imaging by the TRC design department quickly identified what would fix the problem. There is a one letter difference in the part number to create the photographed results in images A versus B.

Compared to the original lighting system, engineered as efficient, this replacement is 60% more efficient and drastically reduced the cost of maintenance for this client. **The Retrofit Companies has over 20 years of experience delivering the light levels and quality you want, while maximizing your energy savings.**



Copyright © 2016. Read the whole story: <http://blog.retrofitcompanies.com/blog/how-a-single-variable-can-ruin-a-lighting-project>

Thank you - Message (HTML)

File Message Adobe PDF

Ignore X Junk Delete Reply Reply All Forward Respond Quick Steps Move Rules OneNote Actions Mark Unread Categorize Follow Up Translate Zoom

**From:** Tom Zarnke  
**Sent:** Tuesday, March 04, 2014 6:09 AM  
**To:** Allison Akre  
**Subject:** Thank you

Allison,

Good morning. I just wanted to take a minute to thank you for all the diligent work you have put in on my two recent projects. The initial scope for these two plants were \$200,000 and \$75,000. Your patience and perseverance to answer my questions and look at alternatives resulted in project costs of \$145,000 and \$45,000, respectively. I also appreciate the fine work you did with Xcel Energy and Minnesota Power to maximize the rebate structure. My customers were very happy with these packages, and you have made me look good!

The lighting plans are impressive, and I am sure that you are also pleased at the outcomes. Please feel free to use me as reference, and I look forward to working with you and Retrofit again.

Regards,

**Tom Zarnke, PE**  
Zarnke Engineering, Inc.  
Woodbury, MN 55125



*Inspiring Each Student Every Day*

June 26, 2015

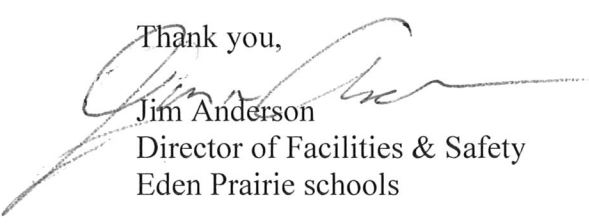
Jim Anderson  
Director of Facilities & Safety  
Eden Prairie Schools  
8100 School Road  
Eden Prairie, MN 55344

The Retrofit Companies,

I want to thank the Retrofit Companies for their excellent customer service provided during our lighting survey at Eden Prairie Schools, Oak Point Elementary School Pool. Wendy and her staff were responsive to our needs and professional throughout the process. Even knowing the Retrofit Companies may not get the lighting replacement work they continued to provide lighting placement drawings, equipment cut sheets, and assistance.

They helped the school district maneuver the rebate process with Xcel Energy. Wendy and her staff were flexible and responsive to the school district needs.

Thank you,



Jim Anderson  
Director of Facilities & Safety  
Eden Prairie schools



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# Le Sueur County, MN

Tuesday, June 21, 2016

Board Meeting

## Item 6

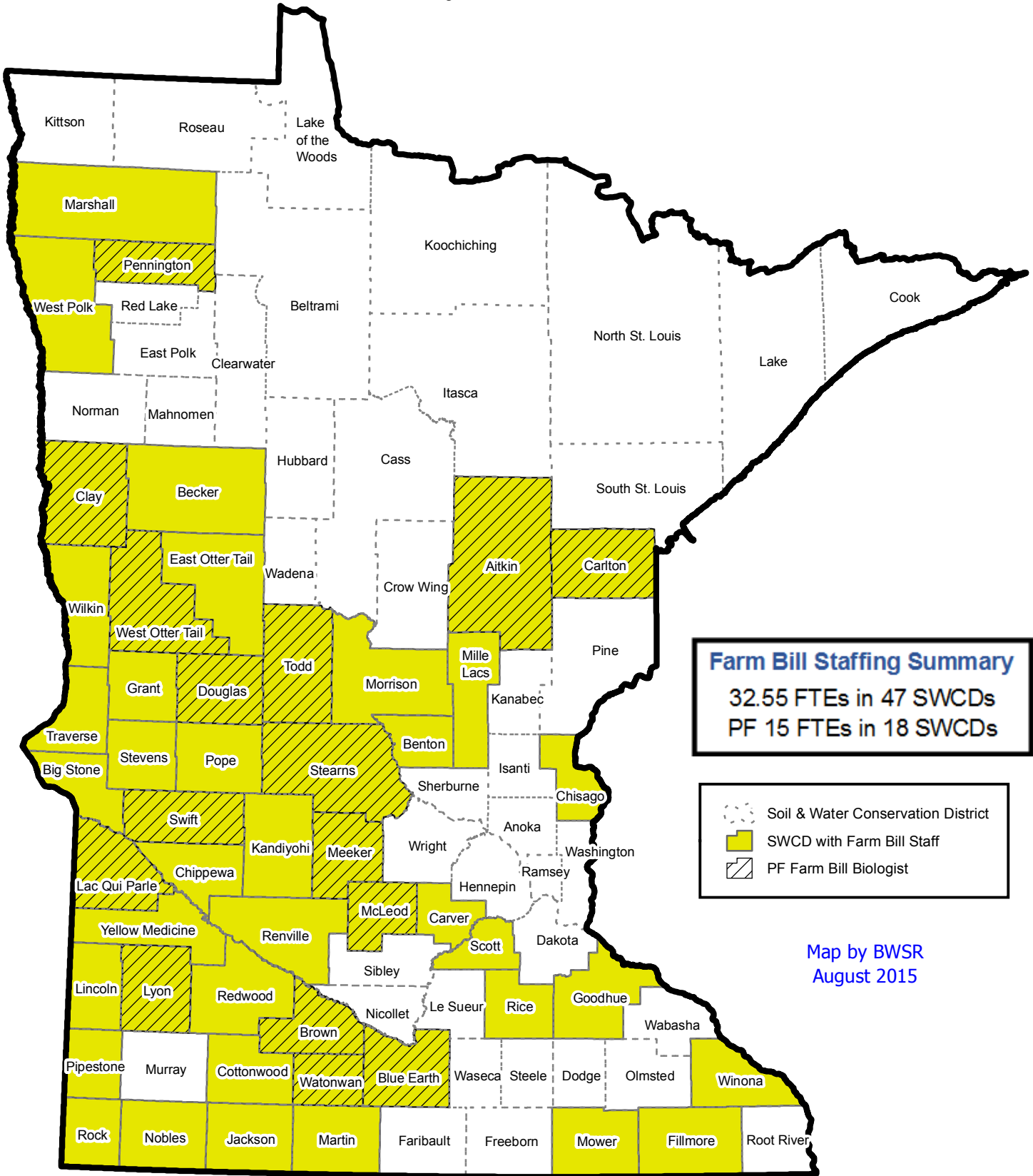
**10:00 a.m. Mike Schultz, Soil & Water (10 min)**

*RE: Farm Bill Staff Position*

Staff Contact:

# Farm Bill Assistance Positions

## Phase XV – July 1, 2015-June 30, 2016



# MN FARM BILL ASSISTANCE PARTNERSHIP

Staffing Guidance FY 2017

The purpose of the MN Farm Bill Assistance Partnership is to accelerate the implementation of conservation programs in Minnesota by adding capacity to consult with landowners in the delivery of conservation programs on private land. The end result is more acres of BMP's, buffers, grasslands and wetlands for water quality and wildlife habitat. The following is a listing of general requirements and activities relating to the work priorities of the FBAP committee (DNR, BWSR, NRCS, MASWCD and Pheasants Forever). Should you have any specific questions about eligible duties, please contact Tabor Hoek at 507-537-7260 or [tabor.hoek@state.mn.us](mailto:tabor.hoek@state.mn.us).

## **GENERAL REQUIREMENTS:**

- Staff employed through this funding should possess experience and/or education in wildlife science or natural resource conservation related field.
- This added capacity is designed to proactively outreach/consult with private landowners regarding resource priorities and programs that work to address concerns related to wildlife, water, and soil.

## **DUTIES ELIGIBLE FOR FUNDING:**

- Marketing and consultation with farmers and landowners on conservation programs that achieve clean water, grass and wetland cover: Programs such as MN Buffer initiative, CREP, RIM, CRP, CCRP, WRE, WLI, EQIP, CRP Re-enrollment, MN Clean Water Funding, MN Prairie Conservation Plan, MN Pheasant Action Plan, Prairie Bank, FWS Habitat Easements.
- As it relates to the MN Buffer initiative, staff will assist with landowner contacts, establishment, cost share, and conservation program enrollment options. Staff are not to be involved in regulatory actions. Landowner contacts, promotional materials and communication should exclude such references in favor of a more proactive approach.
- Contracts, Easements and Conservation Plans for these programs
- Facilitate practice implementation with vendors
- Mid-contract management planning/consulting or vegetation enhancement activities.
- Guidance of landowners on non-FBA activities to appropriate staff/programs
- Attendance at training events and meetings necessary to stay up to date on private lands program offerings.

## **DUTIES NOT ELIGIBLE FOR FUNDING:**

- Tree planting/matting-SWCD tree program
- Grass planting-SWCD drill program
- Conducting a prescribed burn
- Construction management of general conservation practices
- Non-compliance (inventory/evaluation) and enforcement procedures of existing laws



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# Le Sueur County, MN

Tuesday, June 21, 2016

Board Meeting

## Item 7

**10:10 a.m. Justin Lutterman, GIS (5 min)**

*RE: Out of State Travel Request - ESRI Conference in San Diego, CA from June 26 - July 2, 2016*

Staff Contact:



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# Le Sueur County, MN

Tuesday, June 21, 2016

Board Meeting

## Item 8

**10:15 a.m. Scott Gerr, MIS (10 min)**

*RE: Technology Upgrade in the Commissioners Room*

Staff Contact:



Technical Solutions  
 50773 Carpenters Point Ln.  
 Elysian, MN. 56028

LeSueur County Board Room Video Monitors

1 ea	500422	Mux Labs 1x8 HDMI dist. Amp	\$ 191.70	\$ 191.70
1 ea	40-40VH02	Cal Rad VGA-HDMI Converter	\$ 118.43	\$ 118.43
1 ea	40-HDMIEXT	Cal Rad HDMI audio extractor	\$ 118.43	\$ 118.43
2 ea		20' HDMI Cable	\$ 15.00	\$ 30.00
3 ea		35' HDMI Cable	\$ 22.50	\$ 67.50
3 ea		50' HDMI Cable	\$ 27.00	\$ 81.00
7 ea	SF350	22" Samsung Monitor	\$ 133.65	\$ 935.55
		Equipment Total		\$ 1,542.60
14 hrs		Labor	\$ 75.00	\$ 1,050.00
		Project Total		\$ 2,592.60

Monitor mounting to be determined



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

ITsavvy LLC  
 313 South Rohlwing Road  
 Addison, IL 60101  
 www.ITsavvy.com

Quote Details	
Quote #:	2856527
Date:	06/08/2016
Payment Method:	Net 30 Days
Client PO#:	
Shipping Method:	Ground

**Bill To:**  
 Le Sueur County  
 Accounts Payable  
 88 S Park Ave  
 Le Center, MN 56057  
 United States  
 507-357-8286

**Ship To:**  
 Le Sueur County  
 Jeff Neisen  
 88 S Park Ave  
 Le Center, MN 56057-1658  
 United States  
 507-357-8286

**Client Contact:**  
 Jeff Neisen  
 (P) 507-357-8286  
 jneisen@co.le-sueur.mn.us

**Client Executive:**  
 Jason Hawkins  
 (P) 630.396.6318  
 (F) 630.396.6322  
 jhawkins@ITsavvy.com

**Description:** A/V Upgrade

Item Description	Part #	Tax	Qty	Unit Price	Total
1 <b>StarTech.com 8 Port High Speed HDMI Video Splitter w/ Audio</b> Rack Mountable - Video/audio splitter - 8 x HDMI - rack-mountable Manufacturer Part #: ST128HDMI2	13819039	Y	1	\$324.00	\$324.00
2 <b>C2G High Speed 6FT HIGH SPEED HDMI CABLE WITH ETHERNET FOR CHROMEBOOKS, LAPTOPS, AND TVS</b> Video / audio / network cable - HDMI - 30 AWG - 19 pin HDMI (M) to 19 pin HDMI (M) - 6 ft - shielded - black Manufacturer Part #: 56783	15982051	Y	1	\$7.00	\$7.00
3 <b>C2G High Speed 10ft High Speed HDMI Cable with Ethernet for Chromebooks, Laptops, and TVs</b> Video / audio / network cable - HDMI - 30 AWG - 19 pin HDMI (M) to 19 pin HDMI (M) - 10 ft - shielded - black Manufacturer Part #: 56784	15982052	Y	1	\$8.00	\$8.00
4 <b>C2G High Speed 15ft High Speed HDMI Cable with Ethernet</b> Video / audio / network cable - HDMI - 30 AWG - 19 pin HDMI (M) to 19 pin HDMI (M) - 15 ft - shielded - black Manufacturer Part #: 50612	16254682	Y	1	\$12.00	\$12.00
5 <b>C2G High Speed 25ft Select High Speed HDMI Cable with Ethernet M/M</b> In-Wall CL2-Rated - Video cable - HDMI / audio - 28 AWG - 19 pin HDMI (M) to 19 pin HDMI (M) - 25 ft - shielded - black Manufacturer Part #: 50633	16305366	Y	1	\$34.00	\$34.00
6 <b>Planar PXL2270MW</b> LED monitor - 22" ( 21.5" viewable ) - 1920 x 1080 Full HD - 250 cd/m2 - 1000:1 - 5 ms - HDMI, VGA, DisplayPort - speakers Manufacturer Part #: 997-8001-00	16505203	Y	7	\$156.00	\$1,092.00
7 <b>8IN SY-ADA31025 VGA TO HDMI WITH AUDIO SUP CONVERTER/ADAPTER</b> Manufacturer Part #: SY-ADA31025	14463317	Y	1	\$26.00	\$26.00

Subtotal: \$1,503.00  
 Shipping: \$0.00  
 Tax: Exempt  
**TOTAL: \$1,503.00**

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-reoccurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at [www.ITsavvy.com/termsandconditions](http://www.ITsavvy.com/termsandconditions), shall apply to and are incorporated into all agreements with Client, including all Orders.

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

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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



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# Le Sueur County, MN

Tuesday, June 21, 2016

Board Meeting

## Item 9

**10:25 a.m. Joshua Mankowski (10 min)**

*RE: Gravel Tax Request to help pay for retention pond repair, Jefferson Shores*

Staff Contact:



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# Le Sueur County, MN

Tuesday, June 21, 2016

Board Meeting

## Item 10

**10:35 a.m. Darrell Pettis, County Administrator/Engineer**

*RE: Out of State Travel Request for Darrell Pettis to attend the NACE Board of Directors Meeting in Denver, CO from Sept 7-9, 2016*

*RE: Transit*

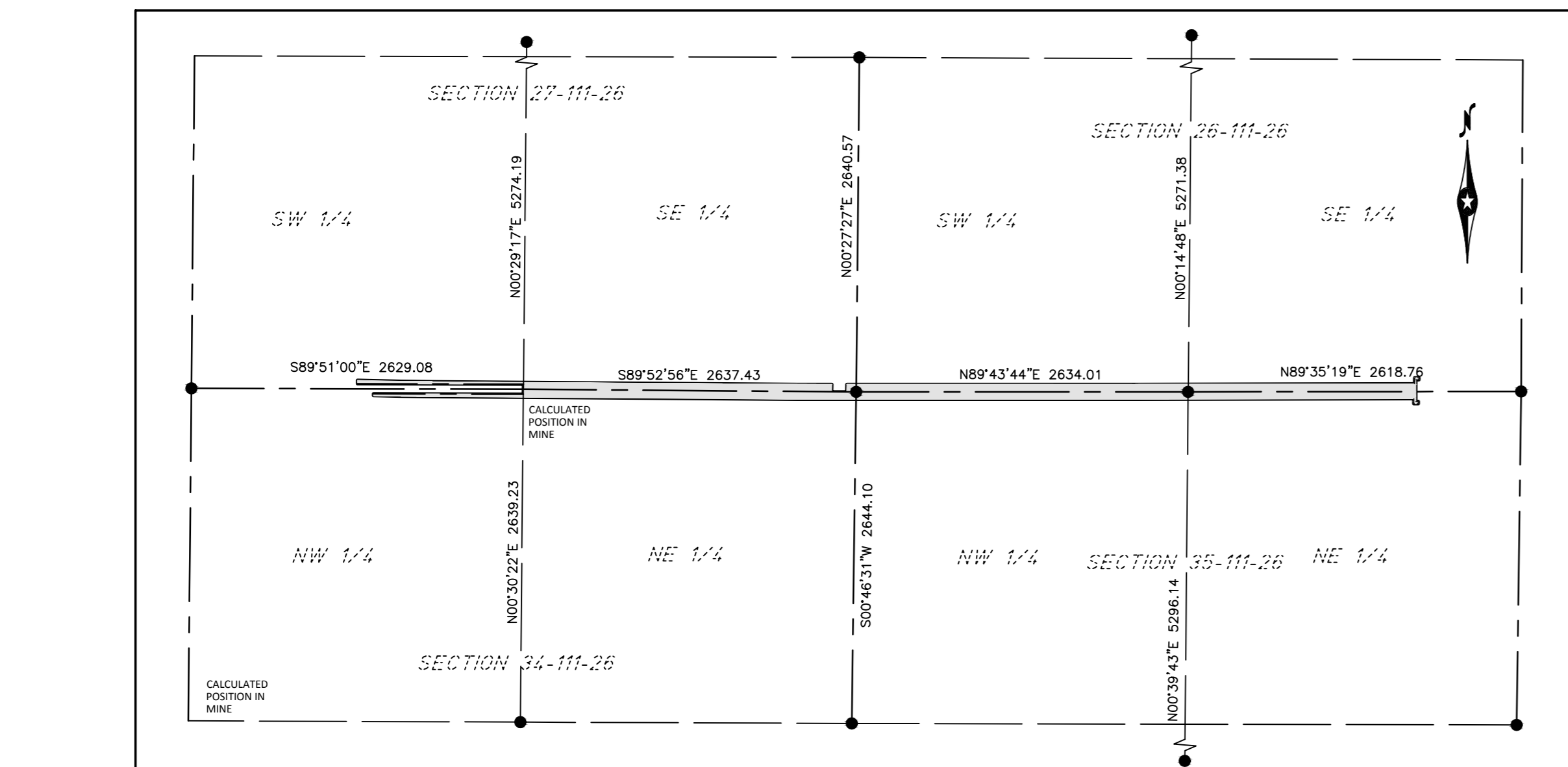
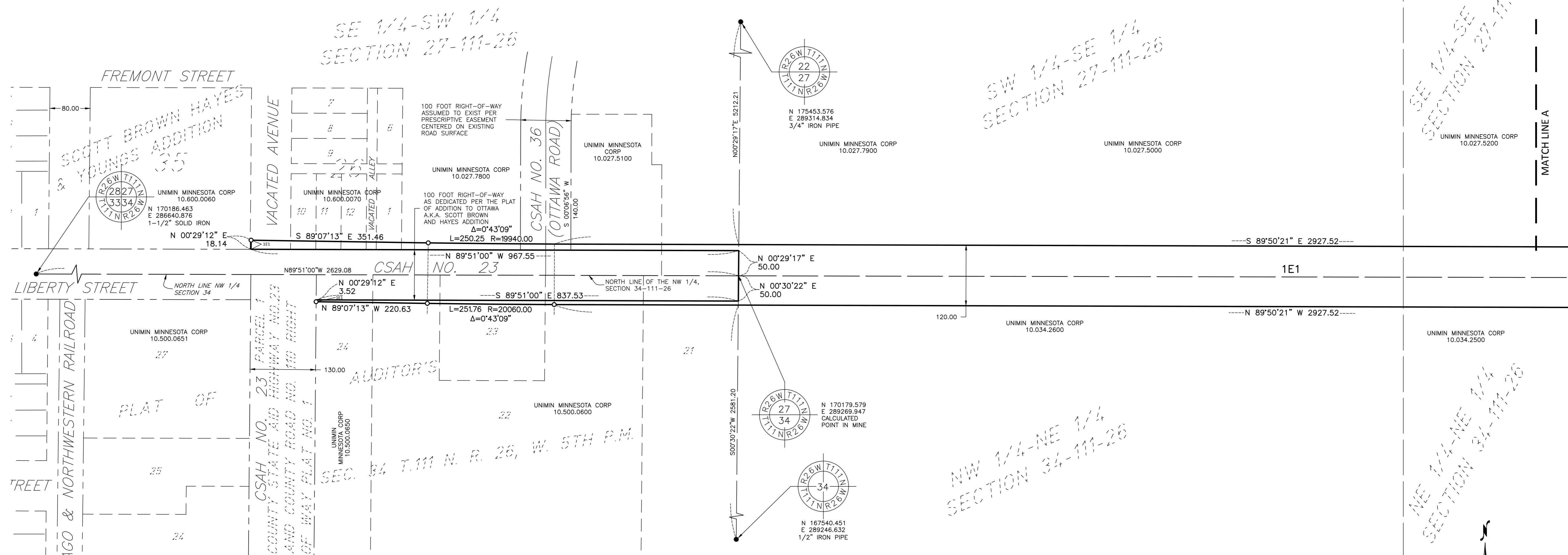
*RE: CD #18 Redetermination Request*

*RE: CSAH 23 Right of Way Plat 2*

Staff Contact:

# COUNTY STATE AID HIGHWAY NO. 23

## RIGHT OF WAY PLAT NO. 2



VICINITY MAP  
SECTIONS 26, 27, 34 & 35 T111N, R26W

The Board of County Commissioners for Le Sueur County, Minnesota, did approve COUNTY STATE AID HIGHWAY NO. 23 RIGHT OF WAY PLAT NO. 2, on \_\_\_\_\_, 20\_\_\_\_ is hereby designating the definite location of the Right Of Way of County State Aid Highway No. 23. Said Highways being located in Sections 26, 27, 34, and 35, all in Township 111 North, Range 26 West, Le Sueur County, Minnesota.

That portion of said County State Aid Highway No. 23 located in Section 26, 27, 34, and 35, all in Township 111 North, Range 26 West, as shown on this plat effected by the County of Le Sueur, Department of Public Works is hereby certified to be the official plat of that portion of said County State Aid Highway within said sections pursuant to Minnesota Statutes Chapter 160.085 and Chapter 160.14, Subdivision 1.

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

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

Janele Fowlds  
Minnesota License No. 26748  
Date: \_\_\_\_\_

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

Le Sueur County Recorder

NW 1/4-NE 1/4  
SECTION 34-111-26

SW 1/4-SE 1/4  
SECTION 27-111-26

NE 1/4-NE 1/4  
SECTION 34-111-26

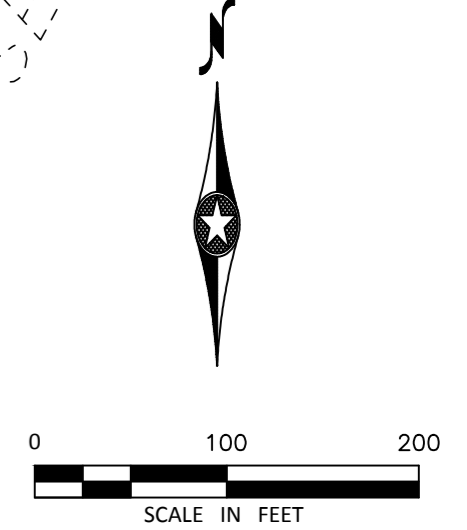
SE 1/4-SW 1/4  
SECTION 27-111-26

SE 1/4-SE 1/4  
SECTION 27-111-26

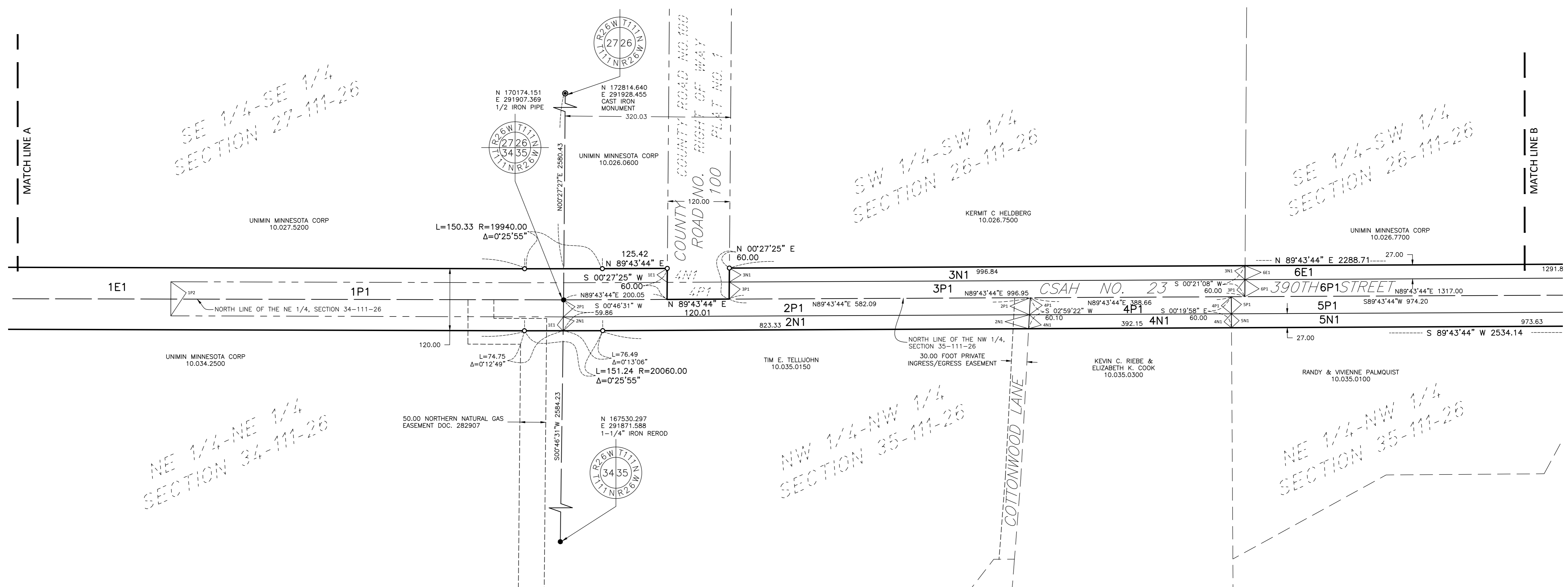
### SURVEYOR'S NOTES

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

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



# COUNTY STATE AID HIGHWAY NO. 23 RIGHT OF WAY PLAT NO. 2



SE 1/4-SE 1/4  
SECTION 27-111-26

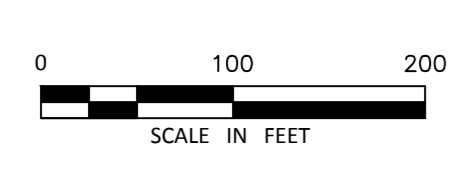
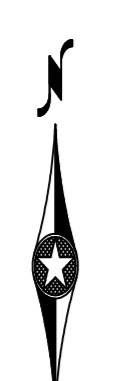
SW 1/4-SW 1/4  
SECTION 26-111-26

SE 1/4-SW 1/4  
SECTION 26-111-26

NE 1/4-NE 1/4  
SECTION 34-111-26

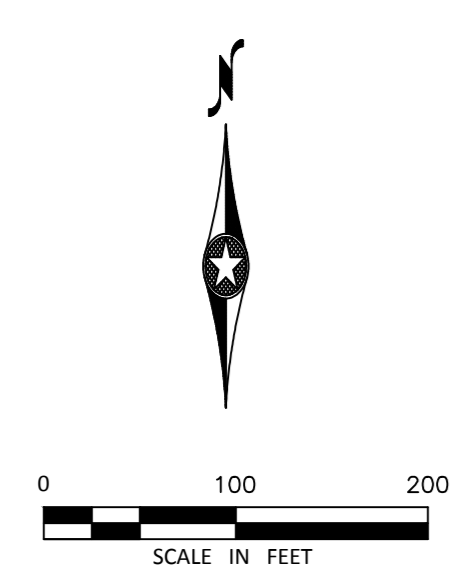
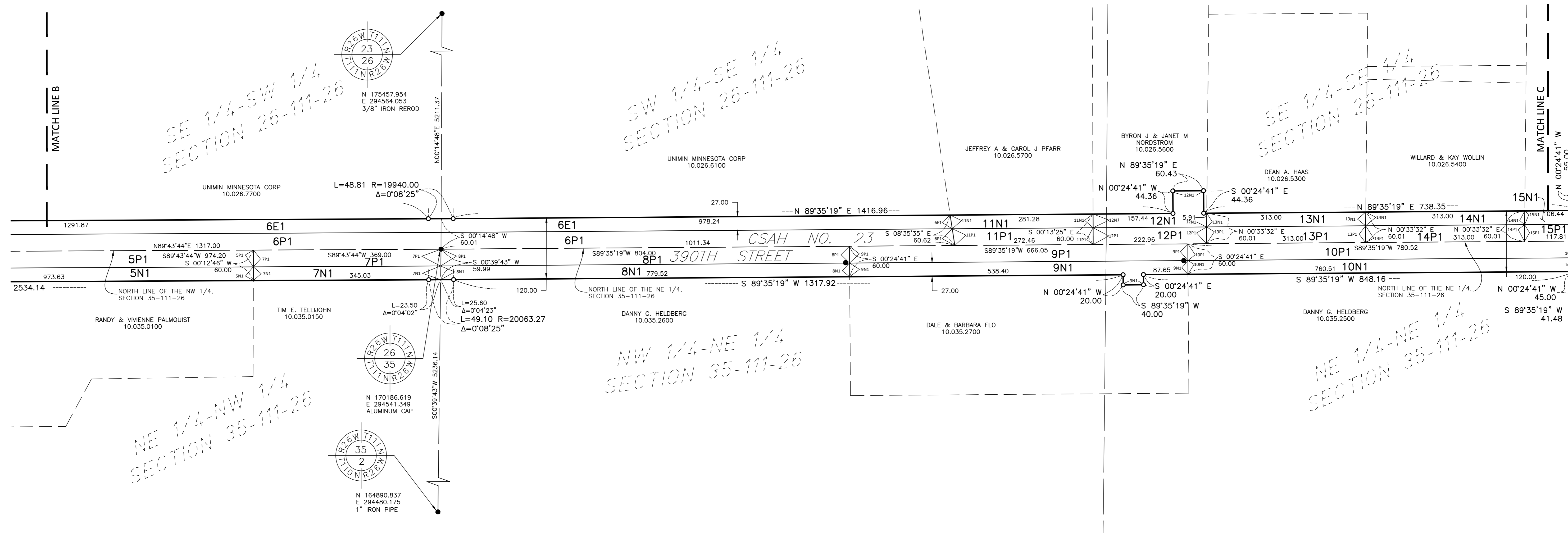
NW 1/4-NW 1/4  
SECTION 35-111-26

NE 1/4-NW 1/4  
SECTION 35-111-26



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

# COUNTY STATE AID HIGHWAY NO. 23 RIGHT OF WAY PLAT NO. 2

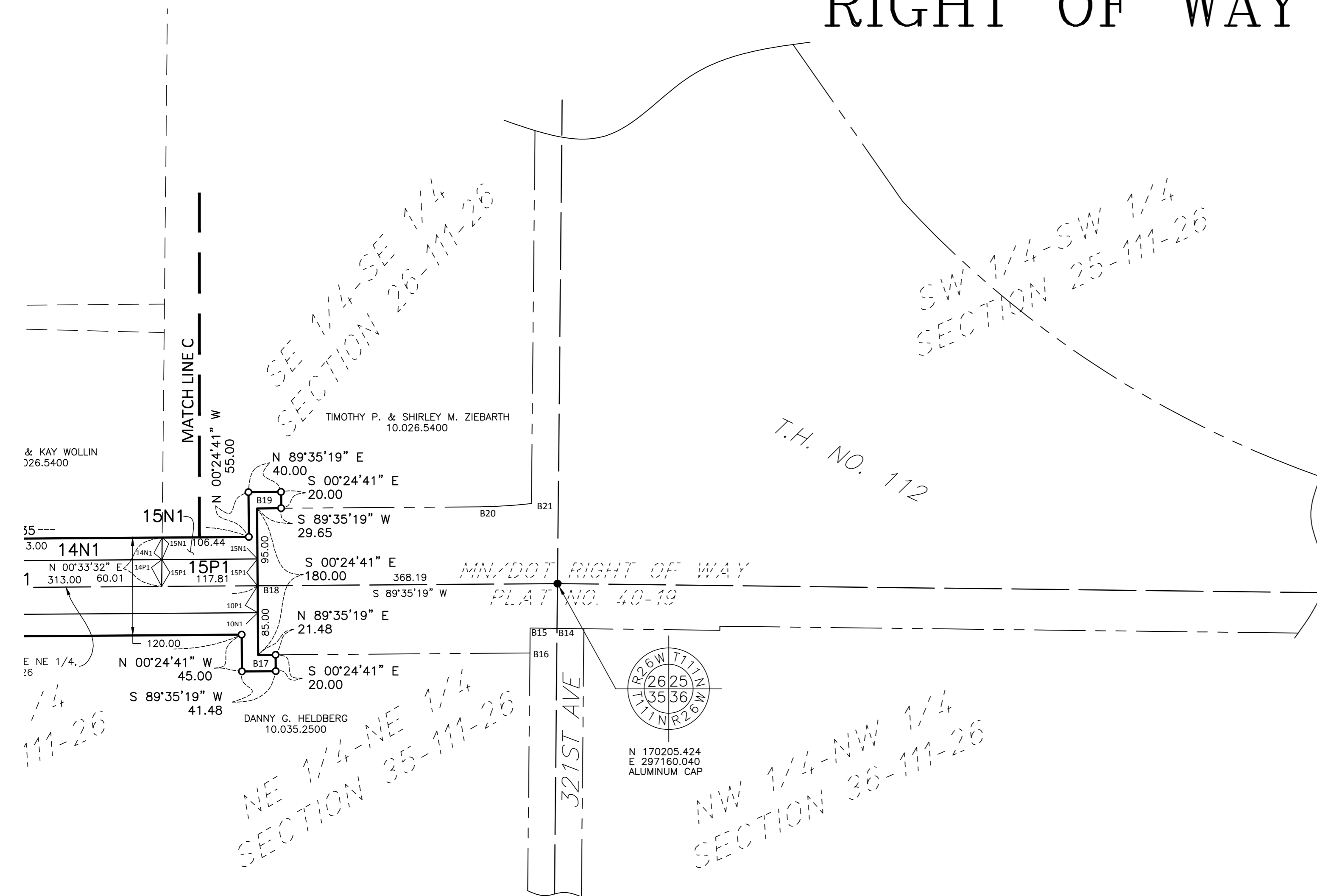


LEGEND			
	Existing Right of Way Line		3/4" Iron Pipe Monument Set, Marked by Registration Number 26748
	Centerline-New Right of Way		Monument Found
	Section Line		Stone Monument Found
	Quarter Line		Cast Iron Monument Found
	Sixteenth Line		
	Property Line		
	Construction Easement Limits		
	New Right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

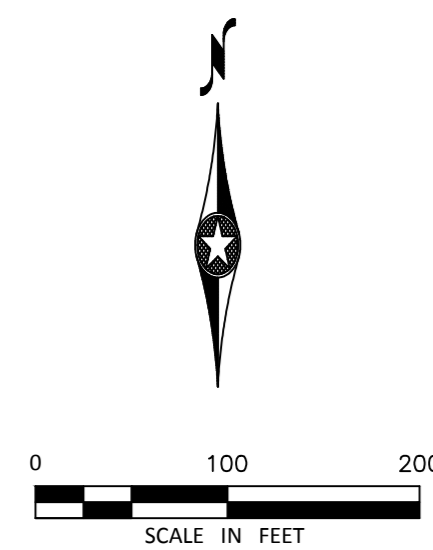


# COUNTY STATE AID HIGHWAY NO. 23

## RIGHT OF WAY PLAT NO. 2



PARCEL NO.	OWNER	LOCATION	EXISTING ASSUMED PRESCRIPTIVE EASEMENT RIGHT OF WAY TO BE ACQUIRED IN FEE (ACRES)	NEW RIGHT OF WAY TO BE ACQUIRED IN FEE (ACRES)	NEW RIGHT OF WAY TO BE ACQUIRED IN EASEMENT (ACRES)	TOTAL RIGHT OF WAY TO BE ACQUIRED IN FEE(ACRES)	TOTAL RIGHT OF WAY TO BE ACQUIRED IN EASEMENT (ACRES)
1	UNIMIN MINNESOTA CORPORATION DOCUMENT NO. 322327 DOCUMENT NO. 281368 DOCUMENT NO. 350993 DOCUMENT NO. 384913 DOCUMENT NO. 271333 DOCUMENT NO. 281614 DOCUMENT NO. 229857	PART OF THE SE 1/4 OF THE SW 1/4 & SE 1/4, SEC. 27 TWP. 111 RGE. 26, PART OF PLAT OF AUDITOR'S SUBDIVISION IN SEC. 34 TWP. 111 RGE. 26, PART OF THE NE 1/4 OF SEC. 34 TWP. 111 RGE. 26 AND PART OF WEST 320 FEET OF W 1/2 OF SW 1/4 OF SEC. 26 TWP. 111 RGE. 26, PART OF BLOCK 26, SCOTT BROWN AND HAYES ADDITION, AND VACATED AVENUE AND ALLEY	1P1 0.942		1E1 6.664		10.049
2	Tim E. Tellijohn DOCUMENT NO. 219066	PART OF NW 1/4 OF SEC. 35, TWP. 111, RGE. 26	2P1 0.683	2N1 0.558		1.241	
3	Kermit C. Heldberg DOCUMENT NO. 194188 (Book 207 of Deeds, Page 653)	PART OF SW 1/4 OF SEC. 26, TWP. 111, RGE. 26	3P1 0.755	3N1 0.618		1.373	
4	Kevin Charles Riebe and Elizabeth K. Cook DOCUMENT NO. 357779	PART OF NW 1/4 OF SEC. 35, TWP. 111, RGE. 26	4P1 0.295	4N1 0.243		0.538	
5	Randy C. and Vivienne V. Palmquist DOCUMENT NO. 298045	PART OF NW 1/4 OF SEC. 35, TWP. 111, RGE. 26	5P1 0.738	5N1 0.604		1.342	
6	UNIMIN MINNESOTA CORPORATION DOCUMENT NO. 393234 DOCUMENT NO. 384913	PART OF SE 1/4 OF SW 1/4 & SW 1/4 OF SE 1/4 OF SEC. 26, TWP. 111, RGE. 26	6P1 1.762		6E1 1.439		3.201
7	Tim E. Tellijohn, as trustee of the Tim E. Tellijohn Revocable Trust Agreement DOCUMENT NO. 385293	PART OF NW 1/4 OF SEC. 35, TWP. 111, RGE. 26	7P1 0.279	7N1 0.228		0.507	
8	Danny G. Heldberg DOCUMENT NO. 230147	PART OF NE 1/4 OF SEC. 35, TWP. 111, RGE. 26	8P1 0.609	8N1 0.499		1.108	
9	Dale H. and Barbara Flo DOCUMENT NO. 394526	PART OF NE 1/4 OF SEC. 35, TWP. 111, RGE. 26	9P1 0.505	9N1 0.431		0.936	
10	Danny G. Heldberg DOCUMENT NO. 230147	PART OF NE 1/4 OF SEC. 35, TWP. 111, RGE. 26	10P1 0.591	10N1 0.514		1.105	
11	Jeffrey A. and Carol J. Pfarr DOCUMENT NO. 330092	PART OF SW 1/4 OF SE 1/4, SEC. 26, TWP. 111, RGE. 26	11P1 0.208	11N1 0.173		0.381	
12	Byron J. and Janet M. Nordstrom DOCUMENT NO. 331439	PART OF SE 1/4, OF SEC. 26, TWP. 111, RGE. 26	12P1 0.169	12N1 0.200		0.369	
13	Dean A. Haas DOCUMENT NO. 173936 (Book 184 of Deeds, Page 669)	PART OF SE 1/4, OF SEC. 26, TWP. 111, RGE. 26	13P1 0.237	13N1 0.194		0.431	
14	Willard H. and Kay L. Wollin DOCUMENT NO. 325706	PART OF SE 1/4, OF SEC. 26, TWP. 111, RGE. 26	14P1 0.237	14N1 0.194		0.431	
15	Timothy P. and Shirley M. Ziebarth DOCUMENT NO. 192062 (Book 205 of Deeds, Page 238)	PART OF SE 1/4, OF SEC. 26, TWP. 111, RGE. 26	15P1 0.089	15N1 0.099		0.188	



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



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# Le Sueur County, MN

Tuesday, June 21, 2016

Board Meeting

## Item 11

### Future Meetings

Staff Contact:

## Future Meetings June - July 2016

June 21, 2016	<b>Board Meeting, 9:00 a.m.</b>
June 28, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*10:00 a.m. Reconvene Board of Appeal and Equalization</b> <b>*10:15 a.m. County Ditches Public Hearing</b> <b>#29, 58, 64, 6, 31, 42 and 59</b> <b>*11:00 a.m. Space Study Workshop</b>
July 4, 2016	Offices Closed – Independence Day
July 5, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*4H Building Workshop, 10:00 a.m.</b> <b>*CHB Meeting, 1:00 p.m. Waterville Senior Center</b>
July 12, 2016	No Board Meeting
July 14, 2016	P&Z Meeting, 7:00 p.m. Environmental Services Building
July 19, 2016	<b>Board Meeting, 9:00 a.m.</b>
July 21, 2016	Board of Adjustment Meeting, 3:00 p.m. Environmental Services Building
July 26, 2016	<b>Board Meeting, 9:00 a.m.</b> <b>*CD #52 Redetermination Informational Public Hearing</b> <b>*1:30 p.m. Meeting with Rice County Board, LSC</b> <b>Commissioner’s Room (CD #38)</b>